ATTACHMENTS

III

4.5

Res. No. 154 15 - 16. By Alderperson Hammond. March 7, 2016.

A RESOLUTION to authorize a transfer of appropriations in the 2016 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2016 Budget for the purposes of:

Establish estimated revenue and appropriation for contract with Truck Country of Wisconsin for an upgrade of the de-icing tank system on the two Freightliner trucks ordered in 2015 with funding from sale of equipment:

FROM	TO	AMOUNT
Motor Vehicle Fund Sale of Equipment 70136100-469101	Motor Vehicle Fund Heavy Trucks 70136100-641500	$35,000

Finance

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

4.6

Res. No. 155 - 15 - 16. By Alderperson Hammond. March 7, 2016.

A RESOLUTION SUPPLEMENTING RESOLUTION NO. 100-05-06; AWARDING THE SALE OF $2,125,000 WATER UTILITY REVENUE REFUNDING BONDS, SERIES 2016 AND PROVIDING FOR THE PAYMENT OF SAID BONDS AND OTHER DETAILS AND COVENANTS WITH RESPECT THERETO.

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "Municipality") owns and operates a municipal water utility which is operated for a public purpose as a public utility (within the meaning of Section 66.0621(1)(b) of the Wisconsin Statutes) by the Municipality (hereinafter, the Municipality's water utility shall be referred to as the "System");

WHEREAS, under the provisions of Section 66.0621 of the Wisconsin Statutes (the "Act") any municipality may, by action of its governing body, provide for purchasing, acquiring, leasing, constructing, extending, adding to, improving (including renewing and replacing), conducting, controlling, operating and managing a public utility ("Utility Projects") and for refunding obligations issued to finance such Utility Projects, from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees (the "Revenue Bonds");

WHEREAS, the Municipality has heretofore issued its Water System Revenue Bonds, Series 2004, dated March 10, 2004 (the "2004 Safe Drinking Water Bonds") pursuant to Resolution No. 262-03-04 adopted by the Governing Body of the Municipality on February 16, 2004 (the "2004 Safe Drinking Water Bond Resolution");

WHEREAS, pursuant to Resolution No. 100-05-06 adopted by the Common Council of the Municipality (the "Governing Body") on August 15, 2005 (the "Bond Resolution"), the Municipality has heretofore issued and has outstanding its Water Utility Revenue Bonds, Series 2005, dated September 1, 2005 (the "2005 Bonds"), which 2005 Bonds were issued on a parity with the 2004 Safe Drinking Water Bonds (except as to the pledge of the Reserve Account, defined below);

WHEREAS, pursuant to Resolution No. 289-06-07 adopted by the Governing Body on April 4, 2007 (the "2007 Resolution"), the Municipality has heretofore issued and has outstanding its Water Utility Revenue Bonds, Series 2007, dated April 15, 2007 (the "2007 Bonds"), which 2007 Bonds were issued on a parity with the 2005 Bonds, and on a parity with the 2004 Safe Drinking Water Bonds (except as to the pledge of the Reserve Account, defined below);

Finance

WHEREAS, pursuant to Resolution No. 167-12-13 adopted by the Governing Body on April 3, 2013 (the "2013 Resolution"), the Municipality has heretofore issued and has outstanding its Water Utility Revenue Bonds, Series 2013, dated May 1, 2013 (the "2013 Bonds"), (the 2007 Bonds and the 2013 Bonds shall be collectively referred to herein as the "Prior Bonds"), which 2013 Bonds were issued on a parity with the 2005 Bonds and the 2007 Bonds and on a parity with the 2004 Safe Drinking Water Bonds (except as to the pledge of the Reserve Account, defined below);

WHEREAS, the Municipality has also heretofore issued its Water Utility Revenue Bonds, Series 2015, dated May 13, 2015 (the "2015 Safe Drinking Water Bonds"), pursuant to Resolution No. 193-14-15 adopted by the Governing Body of the Municipality on April 20, 2015 (the "2015 Safe Drinking Water Bond Resolution") on a parity with the 2004 Safe Drinking Water Bonds and on a parity with the 2005 Bonds, 2007 Bonds and 2013 Bonds (except as to the pledge of the Reserve Account (defined below)) (the "2004 Safe Drinking Water Bonds" and the "2015 Safe Drinking Water Bonds" shall be collectively referred to herein as the "Safe Drinking Water Bonds" and the "2004 Safe Drinking Water Bond Resolution" and the "2015 Safe Drinking Water Bond Resolution" shall be collectively referred to herein as the "Safe Drinking Water Bond Resolutions").

WHEREAS, Section 11 of the Safe Drinking Water Bonds Resolutions and Section 9 of the Bond Resolution provide that additional bonds may be issued on a parity with the Safe Drinking Water Bonds and the Prior Bonds upon compliance with certain conditions;

WHEREAS, to the best of the Governing Body's knowledge, information and belief, and in reliance upon the Certificate attached hereto as Exhibit A and incorporated herein by this reference, the Municipality complies with the conditions precedent to the issuance of additional bonds on a parity with the Safe Drinking Water Bonds and the Prior Bonds;

WHEREAS, pursuant to a Resolution adopted by the Governing Body on February 15, 2016 (the "Set Sale Resolution"), the Governing Body has authorized additional water utility revenue bonds designated "Water Utility Revenue Refunding Bonds, Series 2016" (the "Bonds") for the purpose of refunding the 2017 through 2025 maturities of the 2005 Bonds (the "Refunded Obligations") (hereinafter, the refunding of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, for the purpose of paying the cost of the Refunding (including paying legal, financing, engineering and other professional fees in connection therewith and adding funds to the Reserve Account created by the Bond Resolution, if necessary), the Governing Body deems it to be necessary, desirable and in the best interest of the Municipality to authorize and sell Revenue Bonds of the Municipality payable solely from the revenues of the System, which Revenue Bonds are to be authorized and issued pursuant to the provisions of the Act on a parity with the Prior Bonds, and on a parity with the Safe Drinking Water Bonds (except as to

the pledge of the Reserve Account, defined below), which Revenue Bonds are to be authorized and issued pursuant to the provisions of Section 66.0621, Wisconsin Statutes and the Bond Resolution, as amended, and to supplement the Bond Resolution to provide for such issuance and sale of additional Revenue Bonds to pay the cost of the Refunding;

WHEREAS, the City intends to defease the 2016 maturity of the 2005 Bonds with System funds on hand contemporaneously with the issuance of the Bonds;

WHEREAS, other than the 2005 Bonds, the Safe Drinking Water Bonds and the Prior Bonds, no bonds or obligations payable from the revenues of the System are now outstanding;

WHEREAS, the Bonds herein authorized shall be Parity Bonds within the meaning of the Safe Drinking Water Bond Resolutions and the Bond Resolution;

WHEREAS, the Municipality has adopted the Set Sale Resolution directing its financial advisor, Wisconsin Public Finance Professionals, LLC, Milwaukee, Wisconsin (the "Financial Advisor"), to prepare and circulate an Official Notice of Sale (a copy of which is attached hereto as Exhibit B and incorporated herein by this reference) to potential bidders offering the Bonds for public sale on March 21, 2016;

WHEREAS, the City Clerk (in consultation with the Financial Advisor) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on March 21, 2016;

WHEREAS, the Municipality has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit C and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the Municipality. The Financial Advisor has recommended that the Municipality accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit D and incorporated herein by this reference.

NOW, THEREFORE, the Governing Body of the City of Sheboygan, Sheboygan County, Wisconsin, do resolve that:

Section 1A. Ratification of the Official Notice of Sale and Offering Materials. The Governing Body of the Municipality hereby ratifies and approves the details of the Bonds set forth in Exhibit B attached hereto as and for the details of the Bonds. The Official Notice of Sale and any other offering materials prepared and circulated by the Financial Advisor are hereby ratified and approved in all respects. All actions taken by officers of the Municipality and the Financial Advisor in connection with

the preparation and distribution of the Official Notice of Sale and any other offering materials are hereby ratified and approved in all respects.

Section 1B. Definitions. The definitions in the Bond Resolution, as supplemented by the 2007 Resolution and 2013 Resolution, apply to and are incorporated into this Resolution except as expressly amended below or unless the context expressly or by necessary implication requires otherwise. References in the Bond Resolution, as supplemented by the 2007 Resolution and 2013 Resolution, to "Bonds," "Parity Bonds" and "Additional Bonds" shall apply to the Bonds being issued pursuant to this Resolution unless otherwise provided herein. All references to specific sections in the Bond Resolution, as supplemented by the 2007 Resolution and 2013 Resolution, also apply to the Bonds being issued pursuant to this Resolution unless otherwise provided herein.

Section 1C. Restated, Additional and/or Amended Definitions. In addition to and/or in amendment of the terms defined above or in Section 1 above, the following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

"Bond Registrar" means the City Clerk of the Municipality or such other bond registrar appointed by the Governing Body of the Municipality;

"Bond Resolution" means Resolution No. 100-05-06 adopted by the Governing Body on August 15, 2005;

"Bonds" means the Water Utility Revenue Refunding Bonds, Series 2016 of the Municipality dated April 20, 2016, authorized to be issued by this Resolution;

"DTC" or "Depository" means The Depository Trust Company, New York, New York or its nominee or successor which shall act as securities depository for the Bonds;

"Paying Agent" means the City Clerk of the Municipality;

"Prior Bonds" means the outstanding 2007 Bonds and 2013 Bonds, collectively;

"Purchaser" means the financial institution listed first on the attached Bid Tabulation;

"Reserve Requirement" means an amount equal to the least of (a) the Reserve Requirement prior to the issuance of the Bonds, plus 10% of the principal amount of the Bonds, (b) the maximum amount of principal and interest due on the outstanding Prior Bonds and the Bonds in any Bond Year and (c) 100% of average annual debt service on the outstanding Prior Bonds and the Bonds. The Reserve Requirement shall be maintained in the Reserve Account of the Special Redemption Fund created by the Bond Resolution either in cash or legal investments or in a Revenue Support Facility or in a combination thereof. If Parity Bonds are issued, the Reserve Requirement shall be an amount equal to the least of (i) the amount

required to be on deposit in the Reserve Account prior to issuance of said Parity Bonds, plus 10% of the principal amount of said Parity Bonds, (ii) the maximum amount of principal and interest due on the outstanding Prior Bonds, the Bonds and the Parity Bonds in any Bond Year or (iii) 100% of average annual debt service on the outstanding Prior Bonds, the Bonds and the Parity Bonds; provided, however, that for purposes of this definition, the maximum amount of principal and interest shall be computed with respect to any Variable Rate Bonds by using the Assumed Long-Term Fixed Rate applicable thereto and provided further that the calculations set forth above shall not take into consideration any Safe Drinking Water Bonds nor shall any amounts in the Reserve Account be pledged to any Safe Drinking Water Bonds;

"Safe Drinking Water Bonds" means the 2004 Safe Drinking Water Bonds and the 2015 Safe Drinking Water Bonds, collectively, and any other Parity Bonds issued in the future to the State of Wisconsin Safe Drinking Water Loan Program;

"2004 Safe Drinking Water Bonds" means the Water System Revenue Bonds, Series 2004, dated March 10, 2004 issued to the State of Wisconsin Safe Drinking Water Loan Program;

"2004 Safe Drinking Water Bonds Resolution" means Resolution No. 262-03-04 adopted by the Governing Body of the Municipality on February 16, 2004;

"2005 Bonds" means the Water Utility Revenue Bonds, Series 2005, dated September 1, 2005;

"2007 Bonds" means the Water Utility Revenue Bonds, Series 2007, dated April 15, 2007;

"2007 Resolution" means Resolution No. 289-06-07 adopted by the Governing Body on April 4, 2007.

"2013 Bonds" means the Water Utility Revenue Bonds, Series 2013, dated May 1, 2013;

"2013 Resolution" means Resolution No. 167-12-13 adopted by the Governing Body on April 3, 2013;

"2015 Safe Drinking Water Bonds" means the Water System Revenue Bonds, Series 2015, dated May 13, 2015 issued to the State of Wisconsin Safe Drinking Water Loan Program; and

"2015 Safe Drinking Water Bond Resolution" means Resolution No. 193-14-15 adopted by the Governing Body of the Municipality on April 20, 2015.

Section 2. Award of the Bonds. The Proposal of the Purchaser, offering to purchase the $2,125,000 City of Sheboygan Water Utility Revenue Refunding Bonds, Series 2016 (the "Bonds") for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted.

Section 3. Terms of the Bonds. The Bonds shall be designated "Water Utility Revenue Refunding Bonds, Series 2016"; shall be dated April 20, 2016; shall be in the denomination of $5,000 or any integral multiple thereof; and shall be numbered 1 and upward. The Bonds shall bear interest at the rates per annum set forth in the Proposal and shall mature on May 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit E-1 and incorporated herein by this reference.

Interest on the Bonds shall be payable on May 1 and November 1 of each year, commencing November 1, 2016. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit E-2 and incorporated herein by this reference (the "Schedule").

It is hereby determined and declared that the Schedule is such that the requirement each year to pay both the principal of and interest on the Bonds is reasonable in accordance with prudent municipal utility management practices.

Section 3A. Call Provisions. At the option of the Municipality, the Bonds maturing on May 1, 2024 and thereafter shall be subject to redemption prior to maturity on May 1, 2023 or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, and if in part, from maturities selected by the Municipality and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 4. Parity with the Prior Bonds and Safe Drinking Water Bonds. The Bonds shall be Additional Bonds within the meaning of Section 11 of the Safe Drinking Water Bond Resolutions and Section 9 of the Bond Resolution; are issued on a parity with the Safe Drinking Water Bonds and Prior Bonds and are secured by an equal lien and claim to the revenues and properties of the System and the monies on deposit in the Special Redemption Fund as set forth in the Bond Resolution, as supplemented by the 2007 Resolution, 2013 Resolution, and this Resolution, except that no amount in the Reserve Account shall be pledged to the Safe Drinking Water Bonds.

Section 5. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit F and incorporated herein by this reference.

Section 5A. Persons Treated as Owners; Transfer of Bonds; Record Date. The Municipality shall keep books for the registration and for the transfer of the Bonds. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and

effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the City Clerk, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the City Clerk shall record the name of each transferee in the registration book. No registration shall be made to bearer. The City Clerk shall cancel any Bond surrendered for transfer.

The Municipality shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds. Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the Municipality at the close of business on the corresponding record date.

Section 6. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Special Redemption Fund heretofore created and established and hereby continued and amended, and shall be a valid claim of any holder thereof only against said Special Redemption Fund and the revenues of the System pledged to such fund on a parity with the Safe Drinking Water Bonds and the Prior Bonds, except that no amount in the Reserve Account shall be pledged to the Safe Drinking Water Bonds. Sufficient revenues are hereby pledged to said Special Redemption Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any other Parity Bonds as the same becomes due. It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund (defined below) and deposited in the Special Redemption Fund (defined below) shall be sufficient in any event to pay the interest on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any other Parity Bonds as the same accrues and the principal amount thereof as the same matures, and to provide any amounts required to be paid monthly into the Reserve Account (defined below) to maintain the Reserve Requirement.

Section 7. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any other Parity Bonds, certain funds of the System which were created or continued

pursuant to Section 6 of the Bond Resolution, as amended by the 2007 Resolution and 2013 Resolution, are hereby continued and shall be used solely for the purposes set forth in the Bond Resolution, as amended by the 2007 Resolution and 2013 Resolution and this Resolution:

Subparagraph (c) of Section 6 of the Bond Resolution is hereby amended and supplemented by this Resolution to read as follows:

"(c) Water Utility Special Redemption Fund (the "Special Redemption Fund"), which shall be divided into two separate accounts to be known as the "Interest and Principal Account" and the "Reserve Account".

(i) There shall be deposited in the Interest and Principal Account from proceeds of the Prior Bonds, the Bond Proceeds and any Parity Bond proceeds all accrued interest. In addition, there shall be deposited in said account in the manner specified in Section 7 of the Bond Resolution, an amount sufficient (after giving effect to available amounts in said account from accrued interest, investment earnings and any other source) to pay the principal of and interest on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any other Parity Bonds as the same becomes due. The Interest and Principal Account shall be used solely for the purposes of paying principal of and interest on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any other Parity Bonds in accordance with the provisions of the Bond Resolution, as amended by the 2007 Resolution and 2013 Resolution, and this Resolution.

The minimum amounts to be so deposited in the Interest and Principal Account for debt service on the Bonds are set forth on Exhibit E-2 and incorporated herein by this reference.

(ii) There heretofore has been deposited into the Reserve Account an amount equal to the Reserve Requirement prior to the issuance of the Bonds. Upon the issuance of the Bonds, there shall be deposited into the Reserve Account an amount necessary to make the amount on deposit in the Reserve Account equal to the Reserve Requirement or a surety bond equal to that amount. The Reserve Account shall be used solely for the purpose of paying principal of or interest on the Prior Bonds, the Bonds or any other Parity Bonds other than the Safe Drinking Water Bonds at any time when there shall be insufficient money in the Interest and Principal Account. Amounts so applied shall be derived first from cash or legal investments on credit to the Reserve Account, and second from draws or demands on Revenue Support Facilities held as a part thereof, such draws or demands to be made *pro rata* among all such Revenue Support Facilities based on the respective available amounts thereunder and upon the terms and conditions set forth in such Revenue Support Facilities. The Reserve Account shall be funded and replenished in the manner specified in Section 7 of the Bond Resolution. At no time shall any amounts in the Reserve Account be pledged to or used for the payment of the Safe Drinking Water Bonds."

Section 8. Application of Revenues. After the delivery of the Prior Bonds, the entire gross earnings of the System have been and will continue to be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed in the Bond Resolution, as amended and supplemented by the 2007 Resolution and 2013 Resolution, and this Resolution in the amounts, the order of priority and in the manner set forth in the Bond Resolution, as amended and supplemented by the 2007 Resolution and 2013 Resolution and this Resolution.

Section 9. Service to the Municipality. Section 8 of the Bond Resolution is hereby amended to provide that the reasonable cost and value of the service to the Municipality in each year shall be in an amount which, together with the other revenues of the System, will produce in each Bond Year Net Revenues equivalent to not less than the annual principal and interest requirements on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds, any other Parity Bonds, and any other Revenue Bonds payable from the revenues of the System then outstanding times the greater of (i) 110%, or (ii) the highest debt service coverage ratio required with respect to any Revenue Bonds payable from the revenues of the System then outstanding. All other provisions of Section 8 of the Bond Resolution still apply and are incorporated into this Section 9.

Section 10. Sale of Bonds. The bid of the Purchaser for the purchase price set forth in the Proposal be and it hereby is accepted and the Mayor and City Clerk are authorized and directed to execute an acceptance of the offer of said successful bidder on behalf of the Municipality. The good faith deposit of the Purchaser shall be retained by the Municipality and applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The officers of the Municipality are authorized and directed to do any and all acts necessary to conclude delivery of the Bonds to the Purchaser, upon receipt of the purchase price, as soon after adoption of this Resolution as is convenient.

Section 11. Application of Bond Proceeds and Certain Funds of the Municipality. The Bond Proceeds (including any accrued interest from their date to the date of delivery) shall be deposited and applied as follows:

(a) to the Interest and Principal Account of the Special Redemption Fund, the amount of any accrued interest received from the sale of the Bonds;

(b) to the Reserve Account of the Special Redemption Fund, any amount necessary to make the amount on deposit in the Reserve Account equal to the Reserve Requirement; and

(c) to the Refunding Fund, a special borrowed money fund hereby created and established, and which shall be considered to be a part of the Interest and Principal Account, the balance of the Bond Proceeds including any premium sufficient to provide for the cost of the Refunding. Said Refunding Fund shall be adequately secured and used solely to pay the cost of the Refunding. Any balance remaining in said Refunding Fund after paying the costs of the Refunding shall be transferred to the Interest and Principal Account of the Special Redemption Fund and used to pay the principal and interest on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any Parity Bonds.

Funds of the Municipality on hand in an amount sufficient to pay the May 1, 2016 principal and interest payment due on the 2005 Bonds shall be deposited with the City Clerk as Bond Registrar for the 2005 Bonds on or prior to the date of Closing on the Bonds.

Upon issuance of the Bonds, any amounts on deposit in the Reserve Account in excess of the Reserve Requirement shall be transferred to the Refunding Fund to be used for the purposes thereof.

Section 12. Arbitrage Covenant. The Municipality shall not take any action with respect to proceeds of the Bonds or any Parity Bonds (the "Bond Proceeds") which, if said action had been reasonably expected to have been taken, or had been deliberately and intentionally taken on the date of delivery of said payment for the Bonds (the "Closing") would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations.

The Bond Proceeds may be temporarily invested in legal investments until needed, provided however, that the Municipality hereby covenants and agrees that so long as the Bonds remain outstanding, moneys on deposit in any fund or account created or maintained in connection with the Bonds, whether such moneys were derived from Bond Proceeds or from any other source, will not be used or invested in a manner which would cause the Bonds to be "arbitrage bonds" within the meaning of the Code or Regulations. The Municipality covenants that it will not invest in any obligation if such investment would violate the "prohibited payment" requirement of Section 148 of the Code.

The City Clerk, or other officer of the Municipality charged with responsibility for issuing the Bonds, shall provide an appropriate certificate of the Municipality, for inclusion in the transcript of proceedings, setting forth the reasonable expectations of the Municipality regarding the amount and use of the Bond Proceeds and the facts and estimates on which such expectations are based, all as of the Closing.

Section 13. Compliance with Federal Tax Laws. (a) The Municipality represents and covenants that the projects financed by the Bonds and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Bonds or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The Municipality further covenants that it shall comply with the

provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The Municipality further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the Municipality charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the Municipality certifying that the Municipality can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The Municipality also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the Municipality will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

The foregoing covenants shall remain in full force and effect, notwithstanding the defeasance of the Bonds, until the date on which all of the Bonds have been paid in full.

Section 14. Official Statement. The Governing Body hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Municipality in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with the closing of the Bonds, the appropriate Municipality official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 15. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the City Clerk, as Bond Registrar and Paying Agent.

Section 16. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the Municipality by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Bond Registrar, sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered

to the Purchaser upon payment to the Municipality of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the Municipality has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Municipality hereby authorizes the officers and agents of the Municipality to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 17. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Municipality agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the Municipality and on file in the City Clerk's office.

Section 18. Qualified Tax-Exempt Obligations. The Bonds shall be deemed designated as "qualified tax-exempt obligations" pursuant to the provisions of Section 265(b)(3)(D)(ii) of the Code and in support of such designation, the City Clerk or other officer of the City charged with the responsibility for issuing the Bonds, shall provide an appropriate certificate of the City, all as of the Closing.

Section 19. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on May 1, 2016 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with Wisconsin Public Finance Professionals, LLC to cause timely notice of redemption, in substantially the form attached hereto as Exhibit G and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice.

Section 20. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 21. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds,

to enter into a written undertaking (the "Undertaking") to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings setting forth the details and terms of the City's Undertaking.

Section 22. Bond Insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as any municipal bond insurer which makes a commitment accepted by the Municipality to insure the Bonds may reasonably request and which are acceptable to the Mayor and City Clerk, including provisions regarding restrictions on investment of Bond Proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, appropriate reference to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 23. Resolution a Contract. The provisions of this Resolution, together with the Safe Drinking Water Bond Resolutions, and the Bond Resolution, as previously amended by the 2007 Resolution and 2013 Resolution, shall constitute a contract between the Municipality and the holder or holders of the Bonds and any Parity Bonds, and after issuance of any Bond or any Parity Bond no change or alteration of any kind in the provisions of this Resolution may be made, until all of the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any Parity Bonds have been paid in full as to both principal and interest. The holder or holders of any Bond or any Parity Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce his or their rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof, including, but without limitation, the right to require the Municipality, its Governing Body and other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 24. Conflicting Resolutions, Ordinances, Severability, Closing and Effective Date. All prior ordinances, resolutions (other than the Safe Drinking Water Bond Resolutions, the Bond Resolution, the 2007 Resolution and the 2013 Resolution) rules or other actions of the Governing Body or any parts thereof in conflict with the provisions hereof shall be and the same are hereby rescinded insofar as they may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The appropriate officers and agents of the Municipality are hereby directed and authorized to do all acts and execute and deliver all documents as may be necessary and convenient to effectuate the Closing of this transaction. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

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 March, 2016.

Dated _____, 2016. _____, City Clerk

Approved _____, 2016. _____, Mayor

EXHIBIT A

Additional Bonds Certificate

(See Attached)

DRAFT

ADDITIONAL BONDS CERTIFICATE

The undersigned, an authorized officer of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") and an authorized officer of the Water Utility of the City hereby certify as follows:

1. The City is issuing its $2,125,000 Water Utility Revenue Refunding Bonds, Series 2016, dated April 20, 2016 (the "2016 Bonds").

2. We have reviewed and are familiar with the provisions of Resolution No. 262-03-04 adopted by the Common Council on February 16, 2004 (the "2004 Safe Drinking Water Resolution") which authorized the issuance of Water System Revenue Bonds, Series 2004, dated March 10, 2004 (the "2004 Safe Drinking Water Bonds").

3. We have also reviewed and are familiar with the provisions of Resolution No. 100-05-06 adopted by the Common Council on August 15, 2005 (the "Bond Resolution") which authorized the issuance of Water Utility Revenue Bonds, Series 2005, dated September 1, 2005 (the "2005 Bonds").

4. We have also reviewed and are familiar with the provisions of Resolution No. 289-06-07 adopted by the Common Council on April 4, 2007 (the "2007 Resolution") which authorized the issuance of Water Utility Revenue Bonds, Series 2007, dated April 15, 2007 (the "2007 Bonds").

5. We have also reviewed and are familiar with the provisions of Resolution No. 167-12-13 adopted by the Common Council on April 3, 2013 (the "2013 Resolution") which authorized the issuance of Water Utility Revenue Bonds, Series 2013, dated May 1, 2013 (the "2013 Bonds") (the 2007 Bonds and the 2013 Bonds shall be collectively referred to herein as the "Prior Bonds").

6. We have also reviewed and are familiar with the provisions of Resolution No. 193-14-15 adopted by the Common Council on April 20, 2015 (the "2015 Safe Drinking Water Resolution") which authorized the issuance of Water Utility Revenue Bonds, Series 2015, dated May 13, 2015 (the "2015 Safe Drinking Water Bonds"). The 2004 Safe Drinking Water Bonds and the 2015 Safe Drinking Water Bonds shall be collectively referred to as the "Safe Drinking Water Bonds" and the 2004 Safe Drinking Water Resolution and 2015 Safe Drinking Water Resolution shall be collectively referred to herein as the "Safe Drinking Water Resolutions").

7. To the best of our knowledge, information and belief, the City meets the conditions set forth in Section 11 of the Safe Drinking Water Resolutions and Section 9 of the Bond Resolution, necessary to issue the 2016 Bonds on a parity and equality of rank with the Safe Drinking Water Bonds and the Prior Bonds, to wit:

(i) Net Revenues. As set forth on the attached Schedule I, the Net Revenues of the System (as defined in the Safe Drinking Water Resolutions and the Bond Resolution, as amended) for fiscal year 2015 were $_____ which is at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the 2016 Bonds, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the 2016 Bonds or on any debt obligations payable from the revenues of the System then outstanding, which is 1.20;

(ii) No Default. The payments required to be made into the various funds and accounts provided in the Safe Drinking Water Resolutions and the Bond Resolution, as amended (including the Reserve Account, but not the Surplus Fund) are current and the City is not in default under the Bond Resolution, as amended by the 2007 Resolution and 2013 Resolution;

(iii) Payment Dates. The 2016 Bonds will be payable as to principal annually on May 1 and payable as to interest semi-annually on May 1 and November 1 of each year;

(iv) Purpose. The proceeds of the 2016 Bonds are being used solely for the purpose of refunding bonds issued to pay the costs of providing additions, extensions and improvements to the Water System of the City; and

(v) Reserve Account. The Reserve Account will be funded to an amount equal to the Reserve Requirement applicable upon the issuance of Parity Bonds as set forth in Section 1 of the Bond Resolution and in Schedule II attached hereto.

IN WITNESS WHEREOF, we have executed this Certificate in our official capacities effective this 21st day of March, 2016.

_____
Nancy Buss
Finance Director/Treasurer
City of Sheboygan

_____
Joe R. Trueblood
Water Utility Superintendent
Water Utility of the
City of Sheboygan

EXHIBIT B

Official Notice of Sale

To be provided by the Financial Advisor and incorporated into the Resolution.

DRAFT

EXHIBIT C

Bid Tabulation

To be provided by the Financial Advisor and incorporated into the Resolution.

DRAFT

EXHIBIT D

Winning Bid

To be provided by the Financial Advisor and incorporated into the Resolution.

DRAFT

EXHIBIT E-1

Pricing Summary

To be provided by the Financial Advisor and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT E-2

Debt Service Schedule

To be provided by the Financial Advisor and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT F

(Form of Bond)

UNITED STATES OF AMERICA

REGISTERED STATE OF WISCONSIN DOLLARS

SHEBOYGAN COUNTY

NO. R-___ CITY OF SHEBOYGAN $_____

WATER UTILITY REVENUE REFUNDING BOND, SERIES 2016

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
May 1, _____	April 20, 2016	____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS ($_____)

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), solely from the fund hereinafter specified, on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on May 1 and November 1 of each year commencing on November 1, 2016 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

The Bonds maturing on May 1, 2024 and thereafter are subject to redemption prior to maturity, at the option of the City, on May 1, 2023 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

This Bond is one of an issue aggregating $2,125,000, issued for the purpose of refunding obligations issued to pay the cost of additions, improvements and extensions to the City's Water Utility, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, acts supplementary thereto, resolutions adopted by the Common Council on February 15, 2016 and on March 21, 2016 (the "2016 Resolution") and the Bond Resolution, as supplemented by the 2007 Resolution and 2013 Resolution (as those terms are defined in the 2016 Resolution), and is payable only from the income and revenues derived from the operation of said Water Utility. Such revenues have been set aside and pledged as a special fund for that purpose and identified as "Special Redemption Fund", created by the Bond Resolution and continued by the 2007 Resolution, the 2013 Resolution and the 2016 Resolution. The City has heretofore issued and has outstanding certain Water Utility Revenue Bonds defined in the 2016 Resolution as the Safe Drinking Water Bonds and the Prior Bonds. The Bonds are issued on a parity with the Safe Drinking Water Bonds and the Prior Bonds and are secured by an equal lien and claim to the revenues and properties of the Water Utility and the monies on deposit in the Special Redemption Fund (referenced below), except that the Safe Drinking Water Bonds are not secured by a pledge of the Reserve Account. This Bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or provision.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of $5,000 or any integral multiple thereof.

It is hereby certified, recited and declared that all conditions, things and acts required by law to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said City from the operation of its System has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

IN WITNESS WHEREOF, the City of Sheboygan, Sheboygan County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF SHEBOYGAN,
SHEBOYGAN COUNTY, WISCONSIN

By: _____
Michael Vandersteen
Mayor

(SEAL)

By: _____
Susan Richards
City Clerk

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____
(Name and Address of Assignee)

_____
(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____ _____
(e.g. Bank, Trust Company or Securities Firm) (Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

_____
(Authorized Officer)

EXHIBIT G

NOTICE OF FULL CALL*

Regarding

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN
WATER UTILITY REVENUE BONDS, SERIES 2005
DATED SEPTEMBER 1, 2005

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called by the City for prior payment on May 1, 2016 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

Maturity Date	Principal Amount	Interest Rate	CUSIP No.
05/01/2017	$225,000	4.00%	821037CD8
05/01/2018	225,000	4.00	821037CE6
05/01/2019	225,000	4.25	821037CF3
05/01/2020	225,000	4.00	821037CG1
05/01/2021	235,000	4.00	821037CH9
05/01/2022	250,000	4.00	821037CJ5
05/01/2023	250,000	4.10	821037CK2
05/01/2024	250,000	4.10	821037CL0
05/01/2025	250,000	4.15	821037CM8

The City shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before May 1, 2016.

Said Bonds will cease to bear interest on May 1, 2016.

By Order of the
Common Council
City of Sheboygan
City Clerk

Dated _____

* To be provided by registered or certified mail, overnight express delivery, or facsimile transmission, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to May 1, 2016 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org. Notice shall also be provided to Financial Security Assurance Inc., New York, New York, or any successor, the bond insurer of the Bonds.

Other Matters

7.3

II

R. O. No. 294 - 15 - 16. By CITY CLERK. March 7, 2016.

Submitting a Petition, Notice, and List of Tax Liens of Sheboygan County being foreclosed by Proceeding in Rem. 2008, 2009, 2010, 2011 and 2012 Number 42.

Finance

City Clerk

STATE OF WISCONSIN | CIRCUIT COURT | SHEBOYGAN COUNTY

IN THE MATTER OF THE FORECLOSURE OF TAX LIENS UNDER WIS. STAT. § 75.521 BY SHEBOYGAN COUNTY, LIST OF TAX LIENS FOR 2008, 2009, 2010, 2011 AND 2012 NUMBER FORTY-TWO

Case Classification Code: 30405

Case No. 16 GF 002

PETITION, NOTICE, AND LIST OF TAX LIENS OF SHEBOYGAN COUNTY BEING FORECLOSED BY PROCEEDING IN REM. 2008, 2009, 2010, 2011 AND 2012 NUMBER FORTY-TWO

TO THE CIRCUIT COURT FOR SHEBOYGAN COUNTY, WISCONSIN:

NOW COMES Sheboygan County, State of Wisconsin, by Laura Henning-Lorenz, its County Treasurer, and files this list of tax liens of Sheboygan County for the taxes of 2008 through 2012, sales of 2009 through 2013, and alleges and shows to the Court:

1. That each of the parcels of land described on the List of Tax Liens of Sheboygan County set forth in Paragraph 4 hereof has been sold to Sheboygan County for delinquent taxes and the tax certificates; therefore, have been outstanding for two (2) or more years and said years being the sales of the years indicated below.

2. That Sheboygan County is now the owner and holder of tax liens for the taxes of the years indicated in this list as evidenced by the Tax Sales Certificates numbered below.

3. That Sheboygan County has, by ordinance adopted by the County Board of Supervisors of said County on the 20th day of November, 1952, elected to proceed under Wis. Stat. § 75.521 for the purpose of enforcing tax liens in Sheboygan County.

4. That said list, made and filed pursuant to the provisions of Wis. Stat. § 75.521, is as follows, to-wit:

(Parcel numbering may have sequential gaps because of redemption payments made during preparation of this "Petition and Notice.")

[The "Principal Sum of Lien" amounts are as of February 26, 2016, and said amounts increase by eighteen percent (18%) per annum on the first day of each month thereafter, and the current amounts are available from the Sheboygan County Treasurer's Office.]

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CLERK CIRCUIT COURT
FILED
16 FEB 29 P 3:08
SHEBOYGAN COUNTY
WISCONSIN

LIST OF TAX LIENS OF SHEBOYGAN COUNTY BEING FORECLOSED BY PROCEEDING *IN REM.* 2008, 2009, 2010, 2011 AND 2012, NUMBER FORTY-TWO

PARCEL NO. 59002010490

Owner(s) of Record:
Jeffrey John Ferguson, a/k/a Jeffrey J. Ferguson, a single person, by virtue of a Quit Claim Deed dated June 19, 2001 and recorded on September 14, 2001 at 9:27 a.m. in Volume 1875 of Records, page 413, as Document Number 1610163; and by Warranty Deed, dated February 17, 1984 and recorded on February 20, 1984 at 11:18 a.m. in Volume 953 of Records, page891 as Document Number 1098818.

Property Address:
W7798 Plank Road, Glenbeulah, WI 53023

Legal Description:
Lots 1 and 2 in Block 11, Greenbush, according to the recorded Plat thereof, Sheboygan County, Wisconsin

Mortgages:
Mortgage executed by Jeff Ferguson, a/k/a Jeffrey J. Ferguson, a single person, to Citizens State Bank, (no address provided), dated February 13, 1984 and recorded on February 20, 1984, at 11:18 a.m. in Volume 953 of Records, pages 892/3 as Document Number 1098819, securing the principal sum of $37,000.00.

Assignment of Mortgage to National Exchange Bank & Trust, 105 E. Main Street, Glenbeulah, WI 53023, dated November 14, 1994 and recorded on November 28, 1994 at 4:24 p.m. in Volume 1370 of Records, pages 884/5 as Document Number 1416602.

Judgments/Liens:
Federal Tax Lien executed against Jeffrey J. Ferguson in favor of Department of the Treasury - Internal Revenue Service, (no address provided), dated August 5, 2013 and filed on August 13, 2013 at 1:31 p.m. as Document Number 1974100 in the amount of $14,783.80.

Judgment executed against Jeffrey J. Ferguson in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number (no case number provided), entered May 12, 2006 and docketed May 12, 2006 at 10:11 a.m. in the principal sum of $100.00 (no attorney listed).

Judgment executed against Jeffrey Ferguson in favor of Wisconsin Electric Power Company, 231 W. Michigan Street, Suite P320, Milwaukee, WI 53209, Sheboygan County Circuit Court Case Number 09SC3858, entered February 1, 2010 and docketed February 17, 2010 at 12:04 p.m. in the principal sum of $2,403.68 (Attorney Terrence S. Cerni).

Special charge by the Town of Greenbush against Jeffrey J Ferguson, W7798 Plank Road, Glenbeulah, WI 53012, for delinquent sewer in the amount of $220.00.

Taxes:

Certificate No.:	31	39	40
Tax Year:	2011	2012	2012
Sale Year:	2012	2013	2013
Principal Sum of Lien:	$35.80	$2129.86	$1083.15
Date Interest and Penalty Computed:	2/1/12	2/1/13	2/1/13

First Amendment to the Condominium Declarations of Conditions, Covenants, Restrictions and Easements for Tallgrass Condominiums, dated August 3, 1999 and recorded on August 9, 1999 at 11:58 a.m. in Volume 1687 of Records, pages 729/36 as Document Number 1551233.

Second Amendment to the Condominium Declarations of Conditions, Covenants, Restrictions and Easements for Tallgrass Condominiums, dated June 16, 2000 and recorded on June 21, 2000 at 9:45 a.m. in Volume 1743 of Records, page 346/56 as Document Number 1573266.

Third Amendment to the Condominium Declarations of Conditions, Covenants, Restrictions and Easements for Tallgrass Condominiums, Addendum No.2, dated March 12, 2002 and recorded on March 15, 2002 at 8:43 a.m. in Volume 1968 of Records, page 875/87 as Document Number 1631179.

Fourth Amendment to Declaration of Condominium for Tallgrass Condominiums dated April 13, 2004 and recorded on April 14, 2004 at 3:16 p.m. as Document Number 1729489.

Fifth Amendment to the Condominium Declarations of Conditions, Covenants, Restrictions and Easements for Tallgrass Condominiums and Tallgrass Condominiums, Addendum No.3, dated December 18, 2009 and recorded on January 15, 2010 at 2:50 p.m. as Document Number 1894746.

Agreement dated November 7, 1974 and recorded on November 19, 1974 at 2:17 p.m. in Volume 738 of Records, pages 139/43 as Document Number 978434.

Utility easement dated September 24, 1998 and recorded on October 13, 1998 at 10:15 a.m. in Volume 1612 of Records, page 398 as Document Number 1520756.

Statutory Reserve Account Statement for Tallgrass Condominium dated March 15, 2006 and recorded on March 17, 2006 at 4:10 p.m. as Document Number 1793697.

PARCEL NO. 59281000540

Owner(s) of Record:
R. Michael Graumann and Barbara E. Graumann, as survivorship marital property, by virtue of a Trustee's Deed, dated June 10, 2000, and recorded on June 16, 2000 at 3:09 p.m. in Volume 1742 of Records, page 616 as Document Number 1572965.

Property Address:
1503 N. 8th Street, Sheboygan, Wisconsin 53081

Legal Description:
Lot Six (6), Block Eight (8) in the City of Sheboygan, according to the recorded plat thereof, excepting the North Eighty (80) feet

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	814
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	$918.65

Date Interest and Penalty Computed: 2/1/13

Other:
None

PARCEL NO. 59281000880

Owner(s) of Record:
Randy R. Stein, by virtue of a Special Warranty Deed dated May 30, 2012 and recorded on May 31, 2012 at 9:53 a.m. as Document Number 1945760.

Property Address:
1725 N. 4th Street, Sheboygan, WI 53081

Legal Description:
The South 35 feet 7 inches of the North 75 feet 7 inches of Lot Number 31, Block 1 of Assessment Subdivision Number 4, City of Sheboygan

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Randy Stein in favor of UnitedOne Credit Union, 1117 S. 10th Street, Manitowoc, WI 54220, Sheboygan County Circuit Court Case Number 14SC2546, entered November 10, 2014 and docketed November 26, 2014 at 11:06 a.m. in the principal sum of $507.82 (no attorney listed).

Taxes:

Certificate No.:	815
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	$2013.26
Date Interest and Penalty Computed:	2/1/13

Other:
None

PARCEL NO. 59281002310

Owner(s) of Record:
Darrell W. Braaksma, a single person by virtue of a Warranty Deed dated January 19, 1987 and recorded on January 20, 1987 at 4:30 p.m. as Document Number 1145727.

Property Address:
1817 N. 3rd Street, Sheboygan, WI 53081

Legal Description:
Lot 8, Block 6, Assessment Subdivision No.5 of the City of Sheboygan

Mortgages:
Mortgage executed by Darrell W. and Debra Braaksma to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, WI 53081, dated October 30, 2001 and recorded on

January 10, 2002 at 2:52 p.m. in Volume 1939 of Records, page 144 as Document Number 1623940, securing the principal sum of $25,000.00.

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	917	822
Tax Year:	2011	2012
Sale Year:	2012	2013
Principal Sum of Lien:	$2435.53	$2759.97
Date Interest and Penalty Computed:	2/1/12	2/1/13

Other:
None

PARCEL NO. 59281002320

Owner(s) of Record:
Paul Ehler and Jesse Butzen, by virtue of a Sheriff's Deed dated January 10, 2007 and recorded on January 31, 2007 at 2:54 p.m. as Document Number 1818504.

Property Address:
1811 N. 3rd Street, Sheboygan, WI 53081

Legal Description:
Lot Number Nine (9) in Block Number Six (6) of Assessment Subdivision Five (5) in the City of Sheboygan, according to the recorded plat thereof

Mortgages:
Mortgage executed by Paul D. Ehler and Jesse J. Butzen, each with an undivided interest as tenants in common, to Johnson Bank, 701 N. 8th Street, Sheboygan, WI 53081-4504, dated January 30, 2007 and recorded on February 9, 2007 at 1:03 p.m. as Document Number 1819188, securing the principal sum of $28,000.00.

Judgments/Liens:
Child support lien against Paul D. Ehler, DOB October, 31, 1969, filed May 6, 2012 as Docket Number 394835 in the amount of $1,967.47, Sheboygan County.

Judgment executed against Paul Ehler and Kristi Ehler, in favor of Bullard Children's Dentistry LLC, 1020 S. Taylor Drive, Sheboygan, WI 53081, Sheboygan County Circuit Court Number 11SC2054, entered September 12, 2011 and docketed September 16, 2011 at 1:52 p.m. in the amount of $431.09 (Attorney Andrew H. Morgan, Esq.).

Judgment executed against Kristi Lyn Ehler, in favor of Darrow & Dietrich, (no address provided), Sheboygan County Circuit Court Number 11FA553, entered February 10, 2012 and docketed February 14, 2012 at 11:25 a.m. in amount of $3,501.00 (no attorney listed).

Judgment executed against Kristi Lyn Ehler and Paul David Ehler, in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Number 11FA553, entered February 11, 2013 and docketed February 11, 2013 at 4:43 p.m. in amount of $1,582.92 (no attorney listed).

Judgment executed against Kristi Lyn Ehler and Paul David Ehler, in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Number 11FA553, entered May 6, 2013 and docketed May 6, 2013 at 1:33 p.m. in amount of $851.09 (no attorney listed).

Judgment executed against Paul David Ehler, in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Number 11FA553, entered January 23, 2014 and docketed January 23, 2014 at 4:14 p.m. in amount of $596.00 (no attorney listed).

Judgment executed against Kristi Lyn Ehler in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Number 11FA553, entered June 26, 2014 and docketed June 26, 2014 at 4:12 p.m. in amount of $84.12 (no attorney listed).

Judgment executed against Paul David Ehler in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Number 11FA553, entered June 26, 2014 and docketed June 26, 2014 at 4:13 p.m. in amount of $641.81 (no attorney listed).

Taxes:

Certificate No.:	823
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	$1664.64
Date Interest and Penalty Computed:	2/1/13

Other:
None

PARCEL NO. 59281002840

Owner(s) of Record:
Antonio M. Aguilar, a single person, by virtue of a Warranty Deed dated May 23, 2002 and recorded on May 24, 2002 at 2:56 p.m. in Volume 1994 of Records, page 212 as Document Number 1637734.

Property Address:
1617 N. 8th Street, Sheboygan, WI 53081

Legal Description:
Lot Twenty-Eight (28), Block Five (5), Assessment Subdivision Number Nine (9) in the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Antonio Aguilar in favor of the State of Wisconsin, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 11CT432, entered November 5, 2012 and docketed November 5, 2012 at 8:40 a.m. in the principal sum of $117.10 (no attorney listed).

Judgment executed against Antonio Aguilar in favor of Wisconsin Department of Children and Families, Public Assistance Collection Unit, P.O. Box 8938, Madison, WI 53708-8938, Sheboygan County Circuit Court Case Number 12OL2, Warrant Number 6252, entered January 20, 2012 and docketed January 20, 2012 at 3:29 p.m. in the principal sum of $11,411.06 (no attorney listed).

Judgment executed against Antonio Aguilar in favor of Anesthesiology Associates, P.O. Box 465, Brookfield, WI 53008, Sheboygan County Circuit Court Case Number 13SC3030, entered November 25, 2013 and docketed December 6, 2013 at 2:22 p.m. in the principal sum of $1,421.50 (Attorney Maria Nicole Lewis).

Judgment executed against Antonio M. Aguilar in favor of the State of Wisconsin, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 10CM1051, entered November 22, 2011 and docketed November 22, 2011 at 10:43 a.m. in the principal sum of $1,257.31 (no attorney listed).

Judgment executed against Antonio M. Aguilar in favor of Michelle E. Hamilton (State of Wisconsin), 636 Giddings Avenue, Sheboygan Falls, Wisconsin 53085, Sheboygan County Circuit Court Case Number 06CM302, entered May 12, 2008 and docketed May 12, 2008 at 1:44 in the principal sum of $339.00 (no attorney listed).

Judgment executed against Antonio M. Aguilar in favor of the State of Wisconsin, 615 N. 6th Street, Sheboygan Wisconsin 53081-4692, Sheboygan County Circuit Court Case Number 06CM198, entered November 22, 2011 and docketed November 22, 2011 at 10:43 a.m. in the principal sum of $798.60 (no attorney listed).

Judgment executed against Antonio M. Aguilar in favor of the State of Wisconsin, 615 N. 6th Street, Sheboygan Wisconsin 53081-4692, Sheboygan County Circuit Court Case Number 06CM198, entered November 22, 2011 and docketed November 22, 2011 at 10:43 a.m. in the principal sum of $1,141.40 (no attorney listed).

Judgment executed against Angela S. Leighty in favor of the Sheboygan County (no address listed), Sheboygan County Circuit Court Case Number (no number listed) entered December 15, 2006 and docketed December 18, 2006 at 1:51 p.m. in the principal $575.00 (no attorney listed).

Judgment executed against Antonio M. Aguilar in favor of the Sheboygan County (no address listed), Sheboygan County Circuit Court Case Number (no number listed) entered December 18, 2006 and docketed December 18, 2006 at 1:53 p.m. in the principal sum of $575.00 (no attorney listed).

Special assessment by the City of Sheboygan against Antonio Aguilar, 1617 N 8th Street, Sheboygan, WI 53081, for sidewalks in the amount of $691.20.

Taxes:

Certificate No.:	828
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	$1309.64
Date Interest and Penalty Computed:	2/1/13

Other:
None

PARCEL NO. 59281013710

Owner(s) of Record:
Joanne M. Nelis, a single person, by virtue of a Warranty Deed, dated December 17, 2007 and recorded on December 20, 2007 at 8:57 a.m. as Document Number 1842161.

Property Address:
427 Geele Avenue, Sheboygan, WI 53083

Legal Description:
The West 2 feet of Lot 6, all of Lot 7, and the East 22 feet of Lot 8, Block 2, Vollrath's Resubdivision of Blocks 1 & 2 of Vollrath's Resubdivision of Blocks 6, 7 & 8 of Vollrath's Park Subdivision, City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	951	847
Tax Year:	2011	2012
Sale Year:	2012	2013
Principal Sum of Lien:	$645.17	$2790.88
Date Interest and Penalty Computed:	2/1/12	2/1/13

Other:
Twelve foot building setback along the East lot line as set forth in Volume 5 of Plats, pages 28/9.

PARCEL NO. 59281105930

Owner(s) of Record:
R. Michael Graumann and Barbara E. Graumann, husband and wife and as joint tenants by virtue of a Warranty Deed, dated July 12, 1967, and recorded on July 14, 1967 at 2:53 in Volume 515 of Records, page 370/1 as Document Number 893021.

Property Address:
508 Niagara Avenue, Sheboygan, Wisconsin 53081

Legal Description:
The East One-Half (E ½) of Lot Number Eleven (11), in Block Number One Hundred Three (103) of the Original Plat of the City of Sheboygan

Mortgages:
Mortgage executed by R. Michael Graumann and Barbara E. Graumann, husband and wife and as joint tenants to Wells Fargo Bank Wisconsin, National Association, 636 Wisconsin Avenue, Sheboygan, WI 53081, dated May 29, 2002 and recorded on July 5, 2002 at 2:55 p.m. as Document Number 1641560, securing the principal sum of $60,120.77.

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	882
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	$1062.49
Date Interest and Penalty Computed:	2/1/13

Other:
None

PARCEL NO. 59281109840

Owner(s) of Record:
Winning Investments, LLC by virtue of a Warranty Deed dated April 9, 2005 and recorded on April 25, 2005 at 1:22 p.m. as Document Number 1763367.

Property Address:
701 S. 8th Street, Sheboygan, WI 53081

Legal Description:
The North 50 feet of Lots 5 and 6, Block 205, Original Plat City of Sheboygan, Wisconsin, excepting and reserving therefrom the East 12 of said Lot 5 for purposes of a driveway to be used in common with the owners of Lot 4 and their heirs and assigns, and owners of real estate lying South of the property conveyed herein, as their interest in such driveway does appear of record.

Further except and reserve therefrom the right of the owners of said Lot 4, to-wit: The West Bay Trading Company of Sheboygan, to locate mechanical equipment such as heating and air conditioning equipment on the 12 foot easement on the East line of said Lot 5.

Mortgages:
Mortgage executed by Winning Investments, LLC to St. Francis Bank, a division of MidAmerica Bank, FSB, 13400 Bishops Lane, Suite 190, Brookfield, WI 53005, dated April 12, 2005 and recorded on April 25, 2005 at 1:22 as Document Number 1763366, securing the principal sum of $131,000.00; Lis Pendens related thereto, Sheboygan County Circuit Court Case Number 12CV580, dated July 3, 2012 and recorded on July 5, 2012 at 4:18 as Document Number 1947913 (Attorney Robert G. Pyzyk).

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	1012	1013	908	909
Tax Year:	2011	2011	2012	2012
Sale Year:	2012	2012	2013	2013
Principal Sum of Lien:	$3802.10	$322.67	$3665.68	$322.67
Date Interest and Penalty Computed:	2/1/12	2/1/12	2/1/13	2/1/13

Other:
Ordinance granting encroachment recorded on February 21, 1989 at 10:51 a.m. in Volume 1104 of Records, page 459/60 as Document Number 1181979.

Ordinance granting encroachment recorded on January 10, 1995 at 2:05 p.m. in Volume 1376 of Records, page 371/2 as Document Number 1419511.

PARCEL NO. 59281111840

Owner(s) of Record:
Tim F. Felsinger, a single person, by virtue of a Quit Claim Deed dated May 21, 2013 and recorded on May 30, 2013 at 2:08 p.m. as Document Number 1969280, and by a Warranty Deed dated July 25, 1996 and recorded on August 5, 1996 at 8:45 a.m. in Volume 1459 of Records, page 328 as Document Number 1457043.

Property Address:
418 Center Avenue, Sheboygan, WI 53081

Legal Description:
Lot Ninety-Nine (99), Ellis Addition, City of Sheboygan, according to the recorded plat thereof

Mortgages:
Mortgage executed by Tim F. Felsinger and Saundi C. Felsinger, husband and wife, as survivorship marital property to Kohler Credit Union, 850 Woodlake Road, Kohler WI 53044, dated September 22, 2009 and recorded on October 1, 2009 at 2:33 p.m. as Document Number 1888183, securing the principal sum of $60,800.00; Notice of Lis Pendens related thereto dated June 30, 2015 and recorded on July 2, 2015 at 3:14 p.m. as Document Number 2005528.

Mortgage executed by Tim F. Felsinger and Saundi C. Felsinger, husband and wife, as survivorship marital property to Kohler Credit Union, 850 Woodlake Road, Kohler, WI 53044, dated September 22, 2009 and recorded on October 1, 2009 at 2:33 p.m. as Document Number 1888186, securing the principal sum of $11,400.00.

Judgments/Liens:
Judgment executed against Tim F. Felsinger in favor of Springleaf Financial Services, 3110 S. Business Drive, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 13SC746, entered November 12, 2015 and docketed November 12, 2015 at 1:34 p.m. in the principal sum of $3,135.72 (Attorney Roger L. Deffner).

Taxes:

Certificate No.:	1022	920
Tax Year:	2011	2012
Sale Year:	2012	2013
Principal Sum of Lien:	$854.19	$1540.26
Date Interest and Penalty Computed:	2/1/12	2/1/13

Other:
None

PARCEL NO. 59281201380

Owner(s) of Record:
Tou Lee and Cha Mee Yang, husband and wife, as survivorship marital property by virtue of a Warranty Deed dated September 30, 2002 and recorded on November 12, 2002 at 9:37 a.m. as Document Number 1658065, and subsequently corrected by Trustee's Deed dated February 4, 2003 and recorded on March 21, 2003 at 3:16 p.m. as Document Number 1677402.

Property Address:
Parking Lot located on the corner of Michigan Avenue & N. 13th Street, Sheboygan, WI 53081

Legal Description:
The South 100 feet of Lot 12 and that part of the South 100 feet of Lot 11 lying Easterly of a line drawn parallel with and 33 feet Northeasterly at right angles from the center line of the main track of the Chicago and Northwestern Railway Company, all in Block 49, according to the recorded Original Plat of the City of Sheboygan

Mortgages:
Mortgage executed by Tou Lee and Manasty V. Lee f/k/a Cha Mee Yang, husband and wife to Johnson Bank, 701 N. 8th Street, Sheboygan, WI 53081, dated July 28, 2008 and recorded on August 4, 2008 at 2:21 p.m. as Document Number 1858256, securing the principal sum of $225,000.00 and including other lands; Lis Pendens related thereto dated July 8, 2013 and recorded on July 9, 2013 at 11:58 a.m. as Document Number 1971931.

Judgments/Liens:
Judgment executed against Tou Chee Moua Lee in favor of Target National Bank, 1100 US Bank Plaza, 200 S. 6th Street, %Meyer & Njus PA, Minneapolis, MN 55402, Sheboygan County Circuit Court Case Number 12SC2825, entered November 26, 2012 and docketed December 3, 2012 at 2:14 p.m. in the principal sum of $1,054.12.

Judgment executed against Tou Lee and Cha Mee Yang in favor of Thompson Sheet Metal and Heating Inc., 1756 University Avenue, Green Bay, WI 54302, Sheboygan County Circuit Court Case Number 10TJ15, entered February 2, 2010 and docketed February 5, 2010 at 4:00 p.m. in the principal sum of $17,097.19.

Judgment executed against Tou Lee in favor of Wisconsin Public Service Corporation, PO Box 19001, 700 N. Adams Street, Green Bay, WI 54307-9001, Sheboygan County Circuit Court Case Number 09TJ4, entered July 9, 2008 and docketed January 23, 2009 at 3:36 p.m. in the principal sum of $8,310.84.

Judgment executed against Lou L Lee in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 13CM1021, entered April 11, 2014 and docketed April 11, 2014 at 2:42 p.m. in the principal sum of $265.00 (no attorney listed).

Taxes:

Certificate No.:	1057	1209	1210	1172	1173
Tax Year:	2008	2009	2009	2010	2010
Sale Year:	2009	2010	2010	2011	2011
Principal Sum of Lien:	$627.91	$621.75	$1020.12	$627.35	$957.51
Date Interest and Penalty Computed:	2/1/09	2/1/10	2/1/10	2/1/11	2/1/11

Taxes:

Certificate No.:	1038	936
Tax Year:	2011	2012
Sale Year:	2012	2013
Principal Sum of Lien:	$618.35	$596.21
Date Interest and Penalty Computed:	21/12	2/1/13

Other:
US Bankruptcy Court, Eastern District of Wisconsin, Chapter 13 Bankruptcy filed, Case #13-34215-gmh, Tong Seng Lee and Manasky Vang Lee, Debtors (still in progress).

Groundwater Use Restrictions dated June 5, 2000 and recorded on June 5, 2000 at 2:15 p.m. in Volume 1740 of Records, page 509 as Document Number 1572149.

Amendment to Joint Driveway Agreement dated March 27, 1998 and recorded on March 31, 1998 at 9:46 a.m. in Volume 1564 of Records, page 31 as Document Number 1501093.

PARCEL NO. 59281202720

Owner(s) of Record:
R. Michael Graumann and Barbara E. Graumann, his wife, as survivorship marital property, by virtue of a Warranty Deed dated August 17, 1988, and recorded on August 23, 1988 at 3:20 p.m. in Volume 1090 of Records, page 850 as Document Number 1174394 and by virtue of a Warranty Deed dated August 17, 1988 and recorded on August 23, 1988 at 3:20 p.m. in Volume 1090 of Records, page 851 as Document Number 1174395.

Property Address:
1219 N. 16th Street, Sheboygan, Wisconsin 53081

Legal Description:
The South Seventy-Five (75) feet of Lot Six (6), Block Fifty-Six (56) of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof

Mortgages:
Mortgage executed by R. Michael Graumann and Barbara E. Graumann, his wife, as survivorship marital property, to Wells Fargo Bank Wisconsin, National Association, 2800 Calumet Drive, Sheboygan, WI 53083, dated April 2, 2003 and recorded on April 28, 2003 at 12:04 p.m. as Document Number 1682944, securing the principal sum of $69,000.00.

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	945
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	$759.36
Date Interest and Penalty Computed:	2/1/13

Other:
None

PARCEL NO. 59281203560

Owner(s) of Record:
Joseph W. Kelly and Yoki K. Kelly, husband and wife, as marital survivorship property, by virtue of a Quit Claim Deed, dated September 22, 2009, and recorded on November 2, 2009 at 3:51 p.m. as Document Number 1890009 and by virtue of a Guardian's Deed dated March 15, 2007 and recorded on March 21, 2007 at 3:05 p.m. as Document Number 1822313.

Property Address:
1127 Michigan Avenue, Sheboygan, Wisconsin 53081

Legal Description:
The West 32 Feet of Lot 5, Block 60, of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:
Mortgage executed by Joseph W. Kelly and Yoki K. Kelly, husband and wife, to M&I Marshall & Ilsley Bank, P.O. Box 478, Milwaukee, WI 53201-0478, dated March 13, 2007 and recorded on March 21, 2007 at 3:05 p.m. as Document Number 1822314, securing the principal sum of $47,750.00.

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	1057	1058	956	957
Tax Year:	2011	2011	2012	2012
Sale Year:	2012	2012	2013	2013
Principal Sum of Lien:	$1363.13	$77.10	$1314.26	$425.24
Date Interest and Penalty Computed:	2/1/12	2/1/12	2/1/13	2/1/13

Other:
Rental weatherization stipulation dated May 1, 2006 and recorded on May 1, 2006 at 3:55 p.m. as Document Number 1797098.

US Bankruptcy Court, Middle District of Florida, Chapter 13 Bankruptcy filed, Case #9:11-bk-01062-FMD, Yoki Kohashi Kelly, Debtor (still in progress).

PARCEL NO. 59281204280

Owner(s) of Record:
Shane A. Brion and Adrienne Boutillier, husband and wife, as survivorship marital property by virtue of a Guardian's Deed dated December 16, 2005 and recorded on December 28, 2005 at 4:25 p.m. as Document Number 1786590.

Property Address:
1118 N. 11th Street, Sheboygan, WI 53081

Legal Description:
The South 52 feet of Lots 1 and 2, also the South 68.5 feet of Lot 3, Block 79 of the Original Plat of the City of Sheboygan

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Adrienne Boutillier in favor of D&M Plumbing & Heating, 1020 Michigan Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 08SC159, entered February 4, 2008 and docketed February 11, 2008 at 12:27 p.m. in the principal sum of $354.55 (Attorney Daniel J. Rostollan).

Judgment executed against Shane A. Brion in favor of Ameristar Financial Co. LLC, P.O. Box 240016, Milwaukee, WI 53224, Sheboygan County Circuit Court Case Number 05CV620, entered March 10, 2006 and docketed March 10, 2006 at 12:10 p.m. in the principal sum of $7,997.11 (Attorney Matthew J. Richburg).

Judgment executed against Shane Brion and Adrienne Brion in favor of KJH, 1205 Superior Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 13SC1103, entered June 4, 2013 and docketed June 11, 2013 at 2:31 p.m. in the principal sum of $377.98 (Attorney Andrew H. Morgan).

Taxes:

Certificate No.:	1070	966
Tax Year:	2011	2012
Sale Year:	2012	2013
Principal Sum of Lien:	$517.44	$781.67
Date Interest and Penalty Computed:	2/1/12	2/1/13

Other:
None

PARCEL NO. 59281205050

Owner(s) of Record:
Stacy Luedke, by virtue of a Special Warranty Deed dated April 18, 2008 and recorded on January 14, 2009 at 2:19 p.m. as Document Number 1867718.

Property Address:
1529 St. Clair Avenue, Sheboygan, WI 53081

Legal Description:
Lot Five (5), Block Eighty-Three (83) of the Original Plat in the City of Sheboygan, according to the recorded plat thereof

Mortgages:
Mortgage executed by Stacy R. Luedke, a/k/a Stacy Luedke, to Community Bank Group, 1040 N. Main Street, P.O. Box 99, Sheboygan Falls, WI 53085, dated April 18, 2008 and recorded on January 14, 2009 at 2:19 as Document Number 1867719, securing the principal sum of $63,000.00; amendment and restatement dated March 5, 2009 and recorded on May 13, 2009 at 1:50 as Document Number 1877621; assignment of rents dated March 5, 2009 and recorded on May 13,2009 at 1:50 as Document Number 1877622.

Judgments/Liens:
Judgment executed against Stacy R. Luedke in favor of BMO Harris Bank NA, 770 N. Water Street, Milwaukee, WI 53202, Sheboygan County Circuit Court Case Number 13CV349, dated July 15, 2013 and docketed July 15, 2013 at 4:19 p.m. in the principal sum of $64,536.77 (Attorney Matthew J. Krawczyk).

Judgment executed against Stacy R. Luedke in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ151, dated July 10, 2013 and docketed June 23, 2014 at 9:09 a.m. in the principal sum of $681.00 (no attorney listed).

Judgment executed against Stacy R. Luedke in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ153, dated October 23, 2013 and docketed June 23, 2014 at 9:06 a.m. in the principal sum of $812,360.00 (no attorney listed).

Judgment executed against Stacy R. Luedke in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ152, dated July 10, 2013 and docketed June 23, 2014 at 9:08 a.m. in the principal sum of $681.00 (no attorney listed).

Judgment executed against Stacy R. Luedke in favor of Troy Shaw and Jody Decker, 1529 St. Clair Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 09SC683, dated July 8, 2009 and docketed July 14, 2009 at 3:20 p.m. in the principal sum of $630.00 (Attorney Barry S. Cohen).

Judgment executed against Stacy Luedke in favor of Cavalry SPV I, 9522 E. 47th Place Suite H, Tulsa, OK, 74145, Sheboygan County Circuit Court Case Number 15SC1628, dated August 24, 2015 and docketed September 24, 2015 at 12:58 p.m. in the principal sum of $2,679.61 (Attorney Dustin Allen McMahon).

Taxes:

Certificate No.:	971
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	$1480.68
Date Interest and Penalty Computed:	2/1/13

Other:
Right-of-Way Grant dated January 29, 1981 and recorded on May 8, 1981 at 9:32 a.m. in Volume 899 of Records, page 673/4 as Document Number 1066468.

PARCEL NO. 59281206130

Owner(s) of Record:
Sandra L. Fries, a single person, by virtue of a Warranty Deed dated December 15, 1998 and recorded on December 16, 1998 at 4:13 p.m. in Volume 1632 of Records, page 461 as Document Number 1528238.

Property Address:
1018B N. 11th Street, Sheboygan, WI 53081

Legal Description:
The South Seventy-Three (73) feet of the West Half(W ½) of Lot Three (3), Block Ninety-Two (92) of the Original Plat in the City of Sheboygan, Sheboygan County, Wisconsin

AND:

Commencing at the Northeast corner of the South Seventy-Three (73) feet of the West Half (W ½) of Lot Three (3), Block Ninety-Two (92), thence South Seventy-Three (73) feet to the Southeast Corner of said South Seventy-Three (73) feet of the West Half (W ½), thence East Seven (7) feet, thence North Forty-Four (44) feet parallel with the West line of Lot Three (3), thence Northwesterly to a point Three and 25/100 (3.25) feet East of the point of beginning, thence West Three and 25/100 (3.25) feet to the point of beginning, being a part of Lot Three (3), Block Ninety-Two (92), all of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	1083	984
Tax Year:	2011	2012
Sale Year:	2012	2013
Principal Sum of Lien:	$568.46	$879.30
Date Interest and Penalty Computed:	2/1/12	2/1/13

Other:
None

PARCEL NO. 59281212070

Owner(s) of Record:
TSE Investments, LLC, by virtue of a Sheriffs Deed dated October 2, 2013 and recorded on November 8, 2013 at 4:04 p.m. as Document Number 1978763.

Property Address:
2706 Fairway Drive, Sheboygan, WI 53081

Legal Description:
Part of Lots Twelve (12) and Thirteen (13) in Block Two (2), according to the recorded plat of Schuchardt's Subdivision in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at the Southeast corner of Lot 12; thence North 95.5 feet; thence West 132 feet to the West line of Lot 13; thence South 91.7 feet to the Southwest corner of Lot 13; thence East to the point of beginning.

ALSO:

That part of vacated Fairway Drive adjacent to Lots 12 and 13 per Resolution recorded in Volume 1685, page 399 as Document Number 1550246.

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	996
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	$3542.19
Date Interest and Penalty Computed:	2/1/13

Other:
Restriction as shown on Warranty Deed dated May31, 1966 and recorded on June 1, 1966 at 9:53 a.m. in Volume 482 of Records, page 475/6 as Document Number 881675.

Five foot utility easement along the West lot line of Lot 13 as set forth in Volume 9 of Plats, page 39.

PARCEL NO. 59281301540

Owner(s) of Record:
Brian B. Long, by virtue of a Quit Claim Deed dated February 17, 2012 and recorded on April 5, 2012 at 2:09 p.m. as Document Number 1942440; and by virtue of a Land Contract executed by H.O.P.E. Through Divine Intervention, Inc., a Georgia Corporation (vendor) and Brian B. Long (vendee) dated June 15, 2012 and recorded on June 15, 2012 at 2:53 p.m. as Document Number 1946794.

Property Address:
1227 S. 8th Street, Sheboygan, WI 53081

Legal Description:
The South 60 feet of Lot 7 and the South 60 feet of the West 20 feet of Lot 8, Block 267, Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Brian B. Long in favor of State of Wisconsin, Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 08CF735, entered July 5, 2013 and docketed July 17, 2013 at 9:16 a.m. in the principal sum of $440.01 (no attorney listed).

Judgment executed against Brian B. Long in favor of State of Wisconsin, (Wal-Mart, Attn: Kyle Reiss, 4433 Vanguard Drive, Sheboygan, WI 53083), Sheboygan County Circuit Court Case Number 08CF735, entered July 5, 2013 and docketed July 17, 2013 at 9:17 a.m. in the principal sum of $3,263.95 (no attorney listed).

Judgment executed against Brian B. Long in favor of State of Wisconsin, Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 08CM1472, entered April 17, 2014 and docketed April 17, 2014 at 2:33 p.m. in the principal sum of $208.00 (no attorney listed).

Judgment executed against Brian B. Long in favor of State of Wisconsin, Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 08CM1693, entered April 17, 2014 and docketed April 17, 2014 at 2:33 p.m. in the principal sum of $298.00 (no attorney listed).

Judgment executed against Brian B. Long in favor of State of Wisconsin, Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 07CM1749, entered September 15, 2008 and docketed September 18, 2008 at 3:05 p.m. in the principal sum of $169.78 (Attorney Christopher Daniel Sobic).

Judgment executed against Brian B. Long in favor of State of Wisconsin (United Building Centers, Attn: David Brading, 6710 S. Business Drive, Sheboygan, WI 53081), Sheboygan County Circuit Court Case Number 07CM1749, entered September 15, 2008 and docketed September 18, 2008 at 3:06 p.m. in the principal sum of $1,197.82 (Attorney Christopher Daniel Sobic).

Judgment executed against Brian B. Long in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number (no number listed), entered July 12, 2006 and docketed July 12, 2006 at 9:36 a.m. in the principal sum of $162.50 (no attorney listed).

Judgment executed against Brian B. Long in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 02FO2269, entered January 31, 2012 and docketed January 31, 2012 at 9:59 a.m. in the principal sum of $222.25 (no attorney listed).

Judgment executed against Brian B. Long in favor of Wisconsin Consumer Credit Inc., N6652 Esterbrook Road, Fond du Lac, WI 54937, Sheboygan County Circuit Court Case Number 14SC974 entered May 12,

2014 and docketed June 4, 2014 at 9:34 a.m. in the principal sum of $362.00 (Judgment for the Replevin of a 2003 Pont Grand Am) (Attorney Basil J. Buchko, Jr.).

Judgment executed against Brian B. Long in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number08TR5030, entered March 3, 2009 and docketed March 3, 2009 at 8:28 a.m. in the principal sum of $186.00 (no attorney listed).

Judgment executed against Brian B. Long in favor of Dept. of Workforce Development, (no address listed) Sheboygan County Circuit Court Case Number 09UC52 entered April 14, 2009 and docketed April 14, 2009 at 2:29 p.m. in the principal sum of $1,228.00 (no attorney listed).

Judgment executed against Brian Long in favor of Sheboygan County (in re the support of Kierra Maleeya Long Cheadle), (no address listed), Sheboygan County Circuit Court Case Number 03FA329, entered April 30, 2007 and docketed April 30, 2007 at 4:47 p.m. in the principal sum of $500.00 (no attorney listed).

Taxes:

Certificate No.:	1023
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	$867.54
Date Interest and Penalty Computed:	2/1/13

Other:
None

PARCEL NO. 59281302300

Owner(s) of Record:
Joseph P. Champeau, by virtue of Wisconsin Special Warranty Deed dated January 4, 2012 and recorded on January 6, 2012 at 3:46 p.m. as Document Number 1937086.

Property Address:
1107 Alabama Avenue, Sheboygan, WI 53081

Legal Description:
Lot One (1) except the East Fifty-Five (55) feet thereof, and the East Half (½) of Lot Two (2), Block Two Hundred and Eighty-Four (284) of the original Plat of the City of Sheboygan, Wisconsin, according to the recorded plat thereof

Mortgages:
Mortgage executed by Joseph P. Champeau to City of Sheboygan, Department of City Development, 828 Center Avenue, Suite 104, Sheboygan Wisconsin 53081, recorded on March 20, 2014 at 4:04 p.m. as Document Number 1983878, securing the principal sum of $2,443.25.

Mortgage executed by Joseph P. Champeau to City of Sheboygan, Department of City Development, 828 Center Avenue, Suite 104, Sheboygan Wisconsin 53081, dated August 30, 2013 and recorded on September 6, 2013 at 2:28 p.m. as Document Number 1975551, securing the principal sum of $11,000.00.

Mortgage executed by Joseph P. Champeau to City of Sheboygan, Department of City Development, 828 Center Avenue, Suite 104, Sheboygan Wisconsin 53081, dated August 30, 2013 and recorded on September 6, 2013 at 2:28 p.m. as Document Number 1975550, securing the principal sum of $7,976.25.

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	1027
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	$1668.50
Date Interest and Penalty Computed:	2/1/13

Other:
None

PARCEL NO. 59281302920

Owner(s) of Record:
John R. Schwarz Jr. and Scott M. Matula, by virtue of a Quit Claim Deed dated September 29, 2008 and recorded on November 19, 2008 at 2:57 p.m. as Document Number 1864830; and by virtue of a Warranty Deed dated April 29, 2005 and recorded on May 10, 2005 at 4:20 p.m. as Document Number 1764941.

Property Address:
715 Alabama Avenue, Sheboygan, WI 53081

Legal Description:
The East 50 feet of Lot Three (3), Block Two-Hundred Eighty-Eight (288), Original Plat City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:
Mortgage executed by Scott M. Matula and John R. Schwarz Jr. to Community Bank & Trust, 604 N. 8th Street, Sheboygan, WI 53081, dated November 4, 2008 and recorded on November 19, 2008 at 2:57 p.m. as Document Number 1864831, securing the principal sum of $87,504.62.

Mortgage executed by Edward J. Osmanski, a married person, and John R. Schwarz Jr. and Scott M. Matula to Community Bank & Trust, 604 N. 8th Street, Sheboygan, WI 53081, dated April 29, 2005 and recorded on May 10, 2005 at 9:14 a.m. as Document Number 1764835, securing the principal sum of $72,000.00.

Mortgage executed by Michelle M. Mueller and Bonnie L. Klabechek (previous owners) to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, WI 53081, dated January 28, 1997 and recorded on February 6, 1997 at 1:00 p.m. in Volume 1488 of Records, page 899/900, as Document Number 1469981 securing the principal sum of $13,000.00.

Judgments/Liens:
Judgment executed against John Schwarz and South Pier Management LLC in favor of Associated Bank, 401 E. Kilbourn Avenue, Milwaukee, WI 53202, Sheboygan County Circuit Court Case Number 11CV344, entered September 16, 2011 and docketed September 16, 2011 at 11:00 a.m. in the principal sum of $325,170.95 (Attorney Matthew Robert Jelenchick and Attorney Andrew H. Morgan, Esq.).

Judgment executed against Scott Matula in favor of Erik Jensen, 2538 N. 7th Street, Sheboygan, WI 53083 and Patrick Cadman, 32 Selma Street, Plymouth, WI 53073, Sheboygan County Circuit Court Case Number 15SC453, entered June 10, 2015 and docketed June 10, 2015 at 5:00 p.m. in the principal sum of $9,592.00 (no attorney listed).

Taxes:

Certificate No.:	1030
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	$2025.90
Date Interest and Penalty Computed:	2/1/13

Other:
None

PARCEL NO. 59281305080

Owner(s) of Record:
Michael D. Myers, a single person, by virtue of a Quit Claim Deed dated August 24, 1999 and recorded on September 7, 1999 at 2:57 p.m. in Volume 1693 of Records, page 85 as Document Number 1553414; and by Warranty Deed dated September 14, 1989 and recorded on September 15, 1989 at 3:01 p.m. in Volume 1120 of Records, page 356 as Document Number 1191019.

Property Address:
1026 Swift Avenue, Sheboygan, WI 53081

Legal Description:
Lot 14, in Block 7, in Assessment Subdivision No. 16 in the City and County of Sheboygan, Wisconsin, according to the recorded plat thereof

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Michael D. Myers and Cynthia Myers in favor of The Sheboygan Clinic, P.O. Box 584, Sheboygan, WI, 53082-0584, Sheboygan County Circuit Court Case Number 96SC2176, entered June 24, 1996 and docketed September 9, 2008 at 5:06 p.m. in the principal sum of $1,626.17 (Attorney Angela W. Sutkiewicz).

Taxes:

Certificate No.:	1143	1144	1043	1044
Tax Year:	2011	2011	2012	2012
Sale Year:	2012	2012	2013	2013
Principal Sum of Lien:	$2130.07	$384.58	$2053.68	$418.04
Date Interest and Penalty Computed:	2/1/12	2/1/12	2/1/13	2/1/13

Other:
None

PARCEL NO. 59281306630

Owner(s) of Record:
Siboney A. Monge, Trustee to the Clara 1026 Trust, by virtue of a Sheriff's Deed, dated June 12, 2015 and recorded on February 3, 2016 at 10:00 a.m. as Document Number 2015923.

Property Address:
1026 Clara Avenue, Sheboygan, WI 53081

Legal Description:
Lot 18 in Block 4 of Assessment Subdivision 17, in the City of Sheboygan, Sheboygan County, Wisconsin according to the recorded plat thereof

Tax Key Number:
59281306630

Mortgages:
None of Record

Judgments/Liens:
Claim for Attorney's Lien against (property) in favor of Gray & Associates, LLP (Malibu Reconveyance, LLC) 16345 West Glendale Drive, New Berlin, WI 53151, dated February 4, 2016 and recorded February 5, 2016 at 9:06 a.m. as Document Number 2016000, in the principal sum of $2,800.89.

Taxes:

Certificate No.:	1056
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	$1326.30
Date Interest and Penalty Computed:	2/1/13

Other:
None

PARCEL NO. 59281306660

Owner(s) of Record:
Jason Allar, by virtue of a Quit Claim Deed dated March 12, 2014 and recorded on July 17, 2014 at 12:27 p.m. as Document Number 1989004.

Property Address:
1014 Clara Avenue, Sheboygan, Wisconsin 53081

Legal Description:
Lot 21, Block 4 of Assessment Subdivision No. 17, in the City of Sheboygan, County of Sheboygan, State of Wisconsin

Mortgages:
Mortgage executed by Jason Allar to Jeff Konig dated July 11, 2014 and recorded on January 15, 2015 at 9:03 a.m. as Document Number 1997399, in the principal sum of $13,250.00

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	1158	1057
Tax Year:	2011	2012
Sale Year:	2012	2013
Principal Sum of Lien:	$1666.46	$1606.69
Date Interest and Penalty Computed:	2/1/12	2/1/13

Other:
None

PARCEL NO. 59281307850

Owner(s) of Record:
Yang M. Kue and Su Kue, by virtue of a Quit Claim Deed, dated October 28, 2015 and recorded on February 12, 2016 at 1:36 p.m. as Document Number 2016290.

Property Address:
2831 S. 10th Street, Sheboygan, WI 53081

Legal Description:
Lot 26, Block 1, Assessment Subdivision Number 20 and the N ½ of the vacated alley located along the South side of Lot 26, of the City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:
Mortgage executed by Chue Kue and Pheng V. Kue, husband and wife to First Financial Bank, F.S.B. (no address provided), dated December 20, 1994 and recorded on January 13, 1995 at 11:04 a.m. in Volume 1376 of Records, page 758/60 as Document Number 1419740, securing the principal sum of $5,000.00.

Mortgage executed by Chue and Pheng V. Kue to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, WI 53081, dated November 30, 1995 and recorded on December 6, 1995 at 12:57 p.m. in Volume 1420 of Records, page 573/4 as Document Number 1439921, securing the principal sum of $16,000.00.

Judgments/Liens:
Judgment executed against Ya Yang in favor of LVNV Funding LLC, 15 S. Main Street, Greenville, SC 29601, Sheboygan County Circuit Court Case Number 14SC904, entered May 12, 2014 and docketed May 27, 2014 at 12:38 p.m. in the principal sum of $2,084.49 (Attorney Paul H. Thielhelm).

Judgment executed against Chue Chong Kue in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12TJ133, entered December 7, 2011 and docketed August 14, 2012 at 1:20 p.m. in the principal sum of $114.00 (no attorney listed).

Judgment executed against Chue Chong Kue in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12TJ135, entered August 3, 2011 and docketed August 14, 2012 at 1:22 p.m. in the principal sum of $396.00 (no attorney listed).

Judgment executed against Chue Chong Kue in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12TJ134, entered December 7, 2011 and docketed August 14, 2012 at 1:21 p.m. in the principal sum of $681.00 (no attorney listed).

Judgment executed against Yang Kue in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan County Circuit Court Case Number 90FO1204, entered November 12, 2008 and docketed November 12, 2008 at 11:01 a.m. in the principal sum of $96.00 (no attorney listed).

Taxes:

Certificate No.:	1166	1167	1065	1066
Tax Year:	2011	2011	2012	2012
Sale Year:	2012	2012	2013	2013
Principal Sum of Lien:	$2518.01	$250.85	2422.36	$700.42
Date Interest and Penalty Computed:	2/1/12	2/1/12	2/1/13	2/1/13

Other:
Ordinance vacating alley recorded on July 16, 1998 at 2:22 p.m. in Volume 1591 of Records, page 587 as Document Number 1512224.

PARCEL NO. 59281312090

Owner(s) of Record:
Yvonne S. Den Boer by virtue of a Quit Claim Deed dated January 6, 2000 and recorded on August 17, 2000 at 10:44 a.m. in Volume 1754 of Records page 67, as Document Number 1577317.

Property Address:
2525 S. 8th Street, Sheboygan, WI 53081

Legal Description:
All of Lot Thirty-six (36) and Thirty-seven (37), except the North Ten (10) feet of said Lot Thirty-seven (37), Block Fifteen (15), Lake View Park Subdivision, City of Sheboygan

Mortgages:
Mortgage executed by Yvonne S. Ritchie, unmarried, to U.S. Bank, National Association N.D., 4325 17th Avenue S.W., Fargo, ND 58103, dated April 3, 2007 and recorded on April 27, 2007 at 1:16 p.m. as Document Number 1825268, securing the principal sum of $85,050.00.

Mortgage executed by Yvonne S. Ritchie, unmarried, to U.S. Bank, National Association N.D., 4325 17th Avenue S.W., Fargo, ND 58103, dated April 3, 2007 and recorded on April 27, 2007 at 1:16 p.m. as Document Number 1825267, securing the principal sum of $7,647.97

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	1179	1080
Tax Year:	2011	2012
Sale Year:	2012	2013
Principal Sum of Lien:	$1189.92	$2170.18
Date Interest and Penalty Computed:	2/1/12	2/1/13

Other:
None

PARCEL NO. 59281312430

Owner(s) of Record:
Leo Maki by virtue of Quit Claim Deed, dated December 2, 1999 and recorded on December 9, 1999 at 12:56 p.m. in Volume 1710 of Records, page 282 as Document Number 1560423; and by Warranty Deed, dated March 24, 1983 and recorded on March 25, 1983 at 12:29 p.m. in Volume 931 of Records, page 982 as Document Number 1085792.

Property Address:
2918 S. 7th Street, Sheboygan, Wisconsin 53081

Legal Description:
Lake View Park Subdivision, Lot Six (6) and the North Twenty (20) feet of Lot Seven (7), Block Seventeen (17) and the East one-half of vacated North-South alley adjacent to the aforedescribed, City of Sheboygan, Wisconsin

Mortgages:
Mortgage executed by Leo Maki to M&I Marshall & Ilsley Bank, PO Box 237, Appleton, WI 54912, dated June 4, 2008 and recorded on June 24, 2008 at 12:29 p.m. as Document Number 1855796, securing the principal sum of $75,000.00.

Judgments/Liens:
Judgment executed against Leo R. Maki in favor of Sheboygan Orthopaedic Associates, 2920 Superior Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 13SC959, entered April 15, 2013 and docketed April 19, 2013 at 2:17 p.m. in the principal sum of $976.63 (Attorney Andrew H. Morgan).

Taxes:

Certificate No.:	1083
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	$1732.86
Date Interest and Penalty Computed:	2/1/13

Other:
Ordinance Vacating Alley dated September 20, 1971 and recorded on October 6, 1971 at 11:23 a.m. in Volume 647 on Page 309/311 as Document Number 939839.

PARCEL NO. 59281313690

Owner(s) of Record:
Timothy M. Leonhard and Sharon Leonhard, his wife, by virtue of a Transfer of Title, dated March 3, 1993 and recorded on December 11, 1995 in Volume 1421 of Records, Page 219 as Document Number 1440211.

Property Address:
823 Ashland Avenue, Sheboygan, WI 53081

Legal Description:
Lot Twenty-Six (26), Block Twenty-Seven (27) according to the recorded Plat of Lake View Park Subdivision, in the City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:
Mortgage executed by Timothy M. Leonhard and Sharon Leonhard, his wife to Firstar Bank Sheboygan, PO Box 3487, Oshkosh, WI 54903-3487 in the amount of $9,917.52, dated February 6, 1996 and recorded on February 22, 1996 at 2:26 in Volume 1430 of Records, pages 987/8, as Document Number 1444514.

Judgments/Liens:
Notice of Federal Tax Lien executed against Sharon Leonhard and Timothy M. Leonhard in favor of Department of the Treasury - Internal Revenue Service (no address provided) dated May 30, 2008 and recorded on June 9, 2008 at 11:09 a.m. as Document Number 1854626 in the principal sum of $6,430.28.

Notice of Federal Tax Lien executed against Sharon Leonhard and Timothy M. Leonhard in favor of Department of the Treasury - Internal Revenue Service (no address provided) dated April 7, 2009 and recorded on April 13, 2009 at 12:00 p.m. as Document Number 1874790 in the principal sum of $425.50.

Taxes:

Certificate No.:	1185	1088
Tax Year:	2011	2012
Sale Year:	2012	2013
Principal Sum of Lien:	$496.99	$1221.67
Date Interest and Penalty Computed:	2/1/12	2/1/13

Other:
None

PARCEL NO. 59281314190

Owner(s) of Record:
Harlen Voechting by virtue of a Quit Claim Deed dated December 28, 1990 and recorded on January 2, 1991 at 3:25 p.m. in Volume 1158 of Records, page 653, as Document Number 1212785; and by Termination of Decedent's Property Interest recorded on December 12, 2002 at 3:55 p.m. as Document Number 1662887; and by Termination of Decedent's Property Interest recorded on December 12, 2002 at 3:55 p.m. as Document Number 1662886.

Land Contract executed by Harlen Voechting, Vendor, and Robert A. Voechting and Kristie L. Voechting, Purchaser, dated December 9, 2002 and recorded on December 12, 2002 at 3:55 p.m. as Document Number 1662888.

Property Address:
926 Oakland Avenue, Sheboygan, WI 53081

Legal Description:
The East 52.5 feet of the West 112.5 feet of Lots 8 and 9, Block 1, of the Northern Subdivision to the City of Sheboygan, according to the recorded plat thereof

Mortgages:
Mortgage executed by Harlen Voechting, Robert A. & Kristie L. Voechting to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, WI 53081, dated June 6, 2006 and recorded on July 19, 2006 at 9:49 a.m. as Document Number 1803602, securing the principal sum of $24,579.00.

Mortgage executed by Harlen Voechting, Robert A. & Kristie L. Voechting to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, WI 53081, dated June 6, 2006 and

recorded on July 19, 2006 at 9:49 a.m. as Document Number 1803603, securing the principal sum of $10,000.00.

Judgments/Liens:
Judgment executed against Robert A. Voechting in favor of ABC Supply Co. Inc., PO Box 44665, Madison, WI 53744, Sheboygan County Circuit Court Case Number 07SC2962, entered September 10, 2007 and docketed September 21, 2007 at 4:23 p.m. in the principal sum of $3,804.69 (Attorney Steven L. Stolper).

Judgment executed against Robert A. Voechting and Christy Voechting in favor of Bitter Neumann, 827 N. 14th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 08SC2857, entered September 15, 2008 and docketed September 18, 2008 at 4:40 p.m. in the principal sum of $293.19 (Attorney Daniel J. Rostollan).

Judgment executed against Kristie Voechting in favor of Cottonwood Financial Wisconsin LLC, 1901 Gateway Drive #200, Irving, TX 75038, Sheboygan County Circuit Court Case Number 11SC1166, June 6, 2011 and docketed June 10, 2011 at 11:04 a.m. in the principal sum of $903.39 (Attorney Adam R. Finkel).

Judgment executed against Kristie L. Voechting in favor of Guaranty Bank, 272 N. 12th Street, Milwaukee, WI 53233, Sheboygan County Circuit Court Case Number 14SC1776, August 25, 2014 and docketed September 26, 2014 at 11:01 a.m. in the principal sum of $1,361.53 (Attorney Nicholas A. Smith).

Judgment executed against Robert Voechting in favor of PLS Financial Solutions of Wisconsin Inc., PD084, 1694 S. Koeller Street, Oshkosh, WI 54902, Sheboygan County Circuit Court Case Number 15SC2607, entered January 4, 2016 and docketed January 13, 2016 at 11:08 a.m. in the principal sum of $734.14 (no attorney listed).

Taxes:

Certificate No.:	1186	1090
Tax Year:	2011	2012
Sale Year:	2012	2013
Principal Sum of Lien:	$1408.13	$1625.85
Date Interest and Penalty Computed:	2/1/12	2/1/13

Other:
None

PARCEL NO. 59281318950

Owner(s) of Record:
Gina L. Miller by virtue of a Special Warranty Deed dated January 24, 2007 and recorded on February 15, 2007 at 1:00 p.m. as Document Number 1819587.

Property Address:
1511 S. 8th Street, Sheboygan, WI 53081

Legal Description:
Lot 10, Block 13, according to the recorded Plat of South Side Land Company's Addition, in the City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:
None of Record

Judgments/Liens:
Special assessment by the City of Sheboygan against Gina Miller, 1511 S 8th Street, Sheboygan, WI 53081, for laterals in the amount of $3,690.00.

Taxes:

Certificate No.:	1204
Tax Year:	2011
Sale Year:	2012
Principal Sum of Lien:	$374.25
Date Interest and Penalty Computed:	2/1/12

Other:
None

PARCEL NO. 59281400390

Owner(s) of Record:
Michael Wield and Judy Mason n/k/a Judith Wield, husband and wife, by virtue of a Warranty Deed dated July 19, 1995 and recorded on July 25, 1995 at 9:49 a.m. as Document Number 1430810.

Property Address:
1110 High Avenue, Sheboygan, WI 53081

Legal Description:
Lot 27, Block 1, Assessment Subdivision No. 18 in the City of Sheboygan, County of Sheboygan, *Wisconsin*, according to the recorded plat thereof, together with driveway rights as set forth in an agreement recorded on November 10, 1947, in the Office of the Register of Deeds for Sheboygan County, Wisconsin, in Volume X of Contracts, on page 417/418

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Michael J. Wield in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number (none listed), entered May 3, 2007 and docketed May 3, 2007 at 4:12 p.m. in the principal sum of $175.00 (no attorney listed).

Judgment executed Michael J. Wield in favor of St. Nicholas Hospital, 1601 N. Taylor Drive, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12SC1981, entered August 20, 2012 and docketed August 27, 2012 at 2:23 p.m. in the principal sum of $683.21 (Attorney Kirsten Fagerland Pezewski).

Judgment executed against Michael J. Wield, Jr. in favor of Hudson & Keyse LLC, 382 Blackbrook Road, Painesville, OH 44077, Sheboygan County Circuit Court Case Number 08CV293, entered May 21, 2008 and docketed May 21, 2008 at 5:00 p.m. in the principal sum of $9,877.69 (Attorney Julie Ann Rausch).

Judgment executed against Michael J. Wield in favor of St. Nicholas Hospital, 2923 Marketplace Drive, Suite 100, Madison, WI 53719, Sheboygan County Circuit Court Case Number 14SC2519, entered June 10, 2015 and docketed June 26, 2015 at 11:50 a.m. in the principal sum of $1,124.44 (Attorney David M. Mcdorman).

Judgment executed against Michael Wield and Judy Wield in favor of Louis Coulis MD SC, 1414 N. Taylor Drive, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15SC1323 entered June 29, 2015 and docketed July 1, 2015 at 8:58 a.m. in the principal sum of $1,517.79 (Attorney Andrew H. Morgan).

Taxes:

Certificate No.:	1403	1404	1378	1379
Tax Year:	2009	2009	2010	2010
Sale Year:	2010	2010	2011	2011
Principal Sum of Lien:	$1843.63	$219.41	$1852.92	$265.39
Date Interest and Penalty Computed:	2/1/10	2/1/10	2/1/11	2/1/11

Certificate No.:	1221	1222	1118	1119
Tax Year:	2011	2011	2012	2012
Sale Year:	2012	2012	2013	2013
Principal Sum of Lien:	$1822.56	$249.13	$1751.88	$221.37
Date Interest and Penalty Computed:	2/1/12	2/1/12	2/1/13	2/1/13

Other:
Agreement for Driveway dated November 8, 1947 and recorded on November 10, 1947 at 9:45 a.m. in Volume X of Contracts, page 417/18, as Document Number 497527.

PARCEL NO. 59281401430

Owner(s) of Record:
Harold V. Hunter, a single person, by virtue of a Warranty Deed, dated October 27, 2010 and recorded on November 1, 2010 at 12:12 p.m. as Document Number 1912699.

Property Address:
1802A S. 12th Street, Sheboygan, WI 53081

Legal Description:
Parcel 1: Lot 24, Block 6, Assessment Subdivision No. 18 Sheboygan, according to the recorded plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin

Parcel 2: Nonexclusive easement for the benefit of Parcel 1 for purpose of egress and ingress over the South 10 feet of Lot 25, Block 6, of said Assessment Subdivision 18, said right of way or easement being that described in Volume 220 of Deeds, at Page 514 as Document Number 357537, recorded on December 3, 1937, in the City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Harold Hunter in favor of Health Payment Systems, Inc., 2923 Marketplace Drive, Suite 100, Fitchburg, WI 53719-5320, Sheboygan County Circuit Court Case Number 14SC2169, entered October 13, 2014 and docketed October 31, 2014 at 2:22 p.m. in the principal sum of $1,477.05 (Attorney David M. Mcdorman).

Judgment executed against Harold Hunter in favor of John M. Korolewski, DDS, 1407 N. 8th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12SC2720, entered November 12, 2012 and docketed November 12, 2012 at 8:45 a.m. in the principal sum of $724.68 (no attorney listed).

Taxes:

Certificate No.:	1127
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	$610.11
Date Interest and Penalty Computed:	2/1/13

Other:
None

PARCEL NO. 59281403190

Owner(s) of Record:
William Lex, by virtue of a Warranty Deed dated June 30, 1993 and recorded on July 21, 1993 at 1:41 p.m. in Volume 1288 of records, page 93/4 as Document Number 1377816.

Property Address:
1501 S. 13th Street, Sheboygan, WI 53081

Legal Description:
Lot Number Six (6), Block Number Six (6), Assessment Subdivision Number Nineteen (19), in the City of Sheboygan, according to the recorded plat thereof

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against William E. Lex in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 06FO205, entered December 11, 2007 and docketed December 11, 2007 at 8:47 a.m. in the principal sum of $216.75 (no attorney listed).

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ59, entered November 5, 2014 and docketed March 11, 2015 at 11:57 a.m. in the principal sum of $691.00 (no attorney listed).

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ60 entered November 5, 2014 and docketed March 11, 2015 at 11:55 a.m. in the principal sum of $691.00 (no attorney listed).

Special assessment by the City of Sheboygan against William Lex, 1501 S 13th Street, Sheboygan, WI 53081, for laterals in the amount of $432.00.

Taxes:

Certificate No.:	1247	1146	1147
Tax Year:	2011	2012	2012
Sale Year:	2012	2013	2013
Principal Sum of Lien:	$70.20	$1304.89	$467.22
Date Interest and Penalty Computed:	2/1/12	2/1/13	2/1/13

Other:
Rental Unit Energy Efficiency Standards Stipulation recorded on July 21, 1993 at 1:41 p.m. with Warranty Deed in Volume 1288 of Records, pages 93/4 as Document Number 1377816.

PARCEL NO. 59281405042

Owner(s) of Record:
Tracy Lyn Roe, by virtue of a Quit Claim Deed dated May 18, 1995 and recorded on May 31, 1995 at 10:46 a.m. in Volume 1391 of Records, page 967 as Document Number 1426973.

Property Address:
Vacant Land on Tivoli Lane, Sheboygan, WI 53081

Legal Description:
Lot 2, Beefers Subdivision, City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof; formerly known as:

Part of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section Three (3), Township Fourteen (14) N, Range Twenty-Three (23) E, described as follows: Commencing at the South Quarter (S ¼) corner of said Section Three (3); thence North Eighty-Nine (89) degrees Forty-Five (45) minutes West Six-Hundred Eighty-Nine (689.00) feet to the intersection of the West line of Idlewild Lane with the center line of County Trunk Highway "EE"; thence North Zero (00) degrees Seven (07) minutes Fifty (50) seconds East Eleven-Hundred Thirty-Four and Fifty-Nine Hundredths (1,134.59) feet; thence North Eighty-Nine (89) degrees Forty-Two (42) minutes Twenty-Five (25) seconds West One-Hundred Seventeen and Thirty-Three Hundredths (117.33) feet, being the true point of beginning of the property hereinafter described; thence North Zero (00) degrees Seven (07) minutes Fifty (50) seconds East One-Hundred Ninety-Two (192) feet to the North line of said Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼); thence West along said North line One-Hundred Seventeen and Thirty-Four hundredths (117.34) feet; thence South Zero (00) degrees Seven (07) minutes Fifty (50) seconds West One-Hundred Ninety-Two (192) feet; thence East One-Hundred Seventeen and Thirty-Four hundredths (I 17.34) feet to the point of beginning.

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	1156
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	$38.96
Date Interest and Penalty Computed:	2/1/13

Other:
Easement for Underground Electric Line Facilities and Communication Line Facilities to Wisconsin Power and Light Company, a Wisconsin Corporation, Ameritech and Marcus Cablevision, recorded on November 7, 1996 at 9:20 a.m. in Volume 1475 of Records, page 476/7 as Document Number 1464204.

PARCEL NO. 59281415450

Owner(s) of Record:
Kathryn J. McCabe, by virtue of a Transfer on Death to Beneficiary dated March 16, 2011 and recorded on March 30, 2011 at 9:26 a.m. as Document Number 1922058.

Property Address:
1807 Elm Avenue, Sheboygan, WI 53081

Legal Description:
Lot Number Eighteen (18) in Block Four (4) in Gram's Subdivision Number Two (2), City of Sheboygan, County of Sheboygan, Wisconsin

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	1180
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	$1443.29
Date Interest and Penalty Computed:	2/1/13

Other:
None

PARCEL NO. 59281418210

Owner(s) of Record:
Ronald Brunette and Adeline Brunette, husband and wife and as joint tenants, by virtue of a Warranty Deed dated July 24, 1970 and recorded on July 28, 1970 at 3:06 in Volume 608 of Records, page 447/8 as Document Number 926593.

Property Address:
1925 S. 26th Street, Sheboygan, WI 53081

Legal Description:
Unit One (1) in Madison Heights Condominium, being condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium for Madison Heights Condominium" dated the May 13, 2005, and recorded on May 20, 2005 in the Office of the Register of Deeds for Sheboygan County, Wisconsin, as Document Number 1765841 and by a Condominium Plat thereof;

Together with all appurtenant rights, title and interests, including (without limitation):
a) the undivided percentage interest in all Common Elements as specified for such Unit in the aforementioned Declaration;
b) the right to use of the areas and/or facilities, if any, specified in the aforementioned Declaration, as Limited Common Elements for such Unit; and

c) membership in the Madison Heights Condominium Owner's Association, (hereafter the "Owner's Association"), as provided for in the aforementioned Declaration and in any Articles of Incorporation and/or Bylaws for such Owner's Association.

Mortgages:
Mortgage executed by Adeline Brunette, a single person, to Kohler Credit Union, 850 Woodlake Road, Kohler, WI 53044 dated January 25, 2007 and recorded on June 4, 2007 at 4:13 as Document Number 1828195, securing the principal sum of $48,000.00.

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	1185
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	$1369.92
Date Interest and Penalty Computed:	2/1/13

Other:
Declaration of Madison Heights Condominium, dated May 13, 2005, and recorded on May 20, 2005 at 9:04 a.m. as Document Number 1765841.

Tree planting easement contiguous to all street frontages and 5' utility easement along the East lot line as set forth in Volume 12 of Plats of Madison Heights Subdivision No.5, page 2.

PARCEL NO. 59281420942

Owner(s) of Record:
Wayne P. Adema, by virtue of a Special Warranty Deed dated May 18, 2012 and recorded on June 29, 2012 at 4:18 p.m. as Document Number 1947580.

Property Address:
1403 Greenfield Avenue, Sheboygan, WI 53081

Legal Description:
Unit 2 in the CLG Condominium, created by a "Declaration of Condominium" recorded on February 11, 2003 in the office of the Register of Deeds for Sheboygan County, Wisconsin, as Document Number 1671804, and any amendments and/or corrections thereto, and by its condominium plat and any amendments and/or corrections thereto. Said land being in the City of Sheboygan, County of Sheboygan, Wisconsin

Mortgages:
Mortgage executed by Wayne P. Adema, a single person, to National Exchange Bank and Trust, 211 N. Wisconsin Drive, Howards Grove, WI, 53083, dated June 4, 2012 and recorded on June 26, 2012 at 2:33 p.m. as Document Number 1947282, securing the principal sum of $51,177.00; Lis Pendens related thereto dated March 12, 2015 and recorded on March 17, 2015 at 11:27 a.m. as Document Number 1999979.

Mortgage executed by Wayne P. Adema, a single person, to National Exchange Bank and Trust, 211 N. Wisconsin Drive, Howards Grove, WI, 53083, dated May 16, 2013 and recorded on May 23, 2013 at 1:41 p.m. as Document Number 1968913, securing the principal sum of $37,600.00; Lis Pendens related

thereto dated March 12, 2015 and recorded on March 17, 2015 at 11:27 a.m. as Document Number 1999979.

Mortgage executed by Wayne P. Adema, to National Exchange Bank and Trust, 211 N. Wisconsin Drive, Howards Grove, WI, 53083, dated January 8, 2014 and recorded on January 15, 2014 at 2:31 p.m. as Document Number 1981465, securing the principal sum of $10,000.00; Lis Pendens related thereto dated March 12, 2015 and recorded on March 17, 2015 at 11:27 a.m. as Document Number 1999979.

Judgments/Liens:
Judgment executed against Wayne Adema in favor of National Exchange Bank & Trust, 130 S. Main Street, Fond du Lac, WI 54935, Sheboygan County Circuit Court Case Number 14SC2674, entered December 1, 2014 and docketed December 3, 2014 at 1:41 p.m. in the principal sum of $6,437.89 (no attorney listed).

Judgment executed against Wayne P. Adema and Laura A. Dell in favor of Atty. William W. Moir III, (no address listed), Sheboygan County Circuit Court Case Number 07FA131, entered April 17, 2014 and docketed April 22, 2014 at 4:19 p.m. in the principal sum of $7,641.73 (Attorney William W. Moir III).

Judgment executed against Wayne P. Adema and Laura A. Dell in favor of Cordell Law LLP, 111 E. Kilbourn Avenue, Suite 1650, Milwaukee, WI 53202, Sheboygan County Circuit Court Case Number 07FA131, entered June 11, 2014 and docketed June 12, 2014 at 10:41 a.m. in the principal sum of $6,211.02 (no attorney listed).

Judgment executed against Wayne P. Adema and Laura A. Dell in favor of Ivanovic Law Offices, 322 E. Michigan Avenue, Suite 300, Milwaukee, WI 53202, Sheboygan County Circuit Court Case Number 07FA131, entered July 14, 2015 and docketed July 14, 2015 at 8:00 a.m. in the principal sum of $4,655.50 (no attorney listed).

Taxes:

Certificate No.:	1189
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	$1109.42
Date Interest and Penalty Computed:	2/1/13

Other:
Declaration of Condominium Ownership and Covenants, Conditions and Restrictions for CLC Condominium, recorded on February 11, 2003 at 10:15 a.m. as Document Number 1671804.

Five foot utility easement along the South lot line; and 8' tree planting easement contiguous to all street frontages as set forth in Volume 11 of Plats of Parkwood Estates, page 18.

Five foot utility easement along the South lot line as set forth in Volume 13 of Plats of CLG Condominium, page 482.

PARCEL NO. 59281424580

Owner(s) of Record:
James T. Rindt and Colleen C. Rindt, husband and wife, as survivorship marital property, by virtue of a Warranty Deed dated August 11, 1999 and recorded on August 18, 1999 at 9:31 a.m. in Volume 1689 of Records, page 499 as Document Number 1552002.

Property Address:
1260 Carmen Avenue, Sheboygan, WI 53081

Legal Description:
The West 20 feet of Lot Eight (8) and the East 50 feet of Lot Nine (9), Block One (1), Skyhaven Estates, City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:
Mortgage executed by James T. Rindt and Colleen C. Rindt, husband and wife, to Associated Bank, P.O. Box 208, Stevens Point, WI 54481-0226, dated December 8, 2003 and recorded on December 18, 2003 at 1:07 p.m. as Document Number 1718838, securing the principal sum of $35,000.00.

Judgments/Liens:
Judgment executed against James Rindt in favor of Midland Funding LLC, 8875 Aero Drive, Suite 200, San Diego, CA 92123, Sheboygan County Circuit Court Case Number 13SC2239, entered September 9, 2013 and docketed September 16, 2013 at 12:05 p.m. in the principal sum of $1,288.50 (Attorney Maria Nicole Lewis).

Judgment executed against James T. Rindt in favor of Household Finance Corporation III, 841 Seahawk Circle, Virginia Beach, VA, 23452, Sheboygan County Circuit Court Case Number 09SC2289, entered August 17, 2009 and docketed August 26, 2009 at 12:19 p.m. in the principal sum of $4,340.13 (Attorney Matthew James Richburg).

Judgment executed against Colleen C. Rindt in favor of Asset Acceptance LLC, 28405 Vandyke Avenue, Warren, MI 48093, Sheboygan County Circuit Court Case Number 11SC836, entered May 2, 2011 and docketed May 6, 2011 at 11:43 a.m. in the principal sum of $2,029.90 (Attorney Adam R. Finkel).

Judgment executed against Colleen C. Rindt in favor of Asset Acceptance LLC, 26555 Evergreen, Suite 1010, Southfield, MI 48076, Sheboygan County Circuit Court Case Number 11SC1869, entered August 29, 2011 and docketed September 6, 2011 at 3:29 p.m. in the principal sum of $8,306.89 (Attorney James P. Riebe).

Judgment executed against Colleen Rindt in favor of Midland Funding LLC, 8875 Aero Drive, Suite 200, San Diego, CA, 92123, Sheboygan County Circuit Court Case Number 10SC389, entered March 8, 2010 and docketed March 11, 2010 at 1:01 p.m. in the principal sum of $4,198.78 (Attorney Joel Tilleson).

Judgment executed against Colleen C. Rindt in favor of Aurora Medical Group, P.O. Box 343910, 3301 W. Forest Home Avenue, Milwaukee, WI 53215, Sheboygan County Circuit Court Case Number 09SC2998, entered October 26, 2009 and docketed November 9, 2009 at 2:03 p.m. in the principal sum of $1,300.63 (Attorney Kirsten Fagerland Pezewski).

Taxes:

Certificate No.:	1294	1194
Tax Year:	2011	2012
Sale Year:	2012	2013
Principal Sum of Lien:	$3623.53	$3720.52
Date Interest and Penalty Computed:	2/1/12	2/1/13

Other:
Eight foot tree planting easement contiguous to all street frontages and 5' utility easement along the North lot line as recorded in Volume 11 of Plats, page 23.

PARCEL NO. 59281426110

Owner(s) of Record:
Mark A. Fitchett, a single person, by virtue of a Warranty Deed dated November 20, 2008 and recorded on January 23, 2009 at 9:15 a.m. in as Document Number 1868342.

Property Address:
2321 S. 16th Street, Sheboygan, WI 53081

Legal Description:
Lot 9 in Block 11 of South Sheboygan to the City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:
Mortgage executed by Mark A. Fitchett to James T. Schneller Jr. dated September 14, 2012 and recorded on September 20, 2012 at 3:01 as Document Number 1952922, securing the principal sum of $30,630.00; Lis Pendens related thereto dated May 4, 2015 and recorded on May 6, 2015 at 3:46 as Document Number 2002481.

Judgments/Liens:
Child support lien against Mark A. Fitchett, DOB May 25, 1952, filed February 9, 2014 as Docket Number 460286 in the amount of $19,320.00, Iowa County.

State Tax Lien executed against Mark A. Fitchett in favor of Dept. of Revenue, (no address provided), Sheboygan County Circuit Court Case Number 15TW6, Warrant Number 59-11961722, type of tax - income, entered August 28, 2014 and docketed January 14, 2015 at 8:42 in the principal sum of $2,896.90 (no attorney listed).

State Tax Lien executed against Mark A. Fitchett in favor of Dept. of Revenue, (no address provided), Sheboygan County Circuit Court Case Number 15TW5, Warrant Number 59-11975553, type of tax - income, entered October 30, 2013 and docketed January 14, 2015 at 8:42 in the principal sum of $2,626.07 (no attorney listed).

State Tax Lien executed against Mark A. Fitchett in favor of Dept. of Revenue, (no address provided), Sheboygan County Circuit Court Case Number 13TW90, Warrant Number 59-11961497, type of tax - income, entered January 6, 2012 and docketed June 3, 2013 at 9:11 in the principal sum of $3,552.46 (no attorney listed).

State Tax Lien executed against Mark A. Fitchett in favor of Dept. of Revenue, (no address provided), Sheboygan County Circuit Court Case Number 13TW91, Warrant Number 59-11961499, type of tax - income, entered January 6, 2012 and docketed June 3, 2013 at 9:11 in the principal sum of $2,982.80 (no attorney listed).

State Tax Lien executed against Mark A. Fitchett in favor of Dept. of Revenue, (no address provided), Sheboygan County Circuit Court Case Number 13TW86, Warrant Number 59-11958415, type of tax - income, entered November 21, 2012 and docketed June 3, 2013 at 9:11 in the principal sum of $2,462.72 (no attorney listed).

State Tax Lien executed against Mark A. Fitchett in favor of Dept. of Revenue, (no address provided), Sheboygan County Circuit Court Case Number 13TW87, Warrant Number 59-11961500, type of tax - income, entered January 6, 2012 and docketed June 3, 2013 at 9:11 in the principal sum of $2,689.59 (no attorney listed).

State Tax Lien executed against Mark A. Fitchett in favor of Dept. of Revenue, (no address provided), Sheboygan County Circuit Court Case Number 13TW88, Warrant Number 59-11961498, type of tax -

income, entered January 6, 2012 and docketed June 3, 2013 at 9:11 in the principal sum of $3,262.19 (no attorney listed).

Taxes:

Certificate No.:	1197
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	$2574.36
Date Interest and Penalty Computed:	2/1/13

Other:
None

PARCEL NO. 59281428240

Owner(s) of Record:
R. Michael Graumann and Barbara E. Graumann, husband and wife, as survivorship marital property, by virtue of a Trustee's Deed dated March 19, 1999, and recorded on March 24, 1999 at 11:04 a.m. in Volume 1656 of Records, page 609 as Document Number 1538431.

Property Address:
2329 S. 15th Street, Sheboygan, Wisconsin 53081

Legal Description:
Lot 14, Block 10, Wedemeyer's Division of the City of Sheboygan

Mortgages:
Mortgage executed by R. Michael Graumann and Barbara E. Graumann, husband and wife, as survivorship marital property to Wells Fargo Bank, N.A., P.O. Box 31557, Billings, MT 59107, dated May 21, 2003 and recorded on June 26, 2003 at 12:59 p.m. as Document Number 1693059, securing the principal sum of $95,000.00.

Mortgage executed by R. Michael Graumann and Barbara E. Graumann, husband and wife, as survivorship marital property to Wells Fargo Bank Wisconsin, National Association, 636 Wisconsin Avenue, Sheboygan, WI 53081, dated February 12, 2003 and recorded on March 6, 2003 at 11:27 a.m. as Document Number 1675245, securing the principal sum of $136,075.60.

Mortgage executed by R. Michael Graumann and Barbara E. Graumann, husband and wife, as survivorship marital property to M&I Lakeview Bank, P.O. Box 878, Sheboygan, WI 53082, dated March 19, 1999 and recorded on March 24, 1999 at 11:04 a.m. in Volume 1656 of Records, page 610 as Document Number 1538432, securing the principal sum of $79,200.00; said mortgage was re-recorded on July 6, 1999 at 2:25 in Volume 1680 of Records, page 404 as Document Number 1548121. Note: Re-recorded mortgage was released as Document Number 1692185 but original mortgage has not been released.

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	1204
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	$1480.96

Date Interest and Penalty Computed: 2/1/13

Other:
None

PARCEL NO. 59281437640

Owner(s) of Record:
R. Michael Graumann and Barbara E. Graumann, husband and wife, as survivorship marital property, by virtue of a Warranty Deed dated December 2, 1997, and recorded on December 5, 1997 at 3:27 p.m. in Volume 1541 of Records, page 783 as Document Number 1492089.

Property Address:
2241 Sunflower Avenue, Sheboygan, Wisconsin 53081

Legal Description:
Lot Fourteen (14), Block Seven (7), Parkwood Estates West II in the City of Sheboygan, according to the recorded plat thereof

Mortgages:
Mortgage executed by R. Michael Graumann and Barbara E. Graumann, husband and wife, as survivorship marital property, to Wells Fargo Bank, N.A., P.O. Box 31557, Billings, MT 59107, dated May 21, 2003 and recorded on June 12, 2003 at 11:33 a.m. as Document Number 1690747, securing the principal sum of $95,000.00.

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	1221
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	$1691.37
Date Interest and Penalty Computed:	2/1/13

Other:
Eight foot tree planting easement contiguous to all street frontages and 6' utility easement along the South lot line as recorded in Volume 12 of Plats, pages 181/2.

PARCEL NO. 59281500350

Owner(s) of Record:
R. Michael Graumann and Barbara E. Graumann, as survivorship marital property, by virtue of a Warranty Deed dated June 23, 1999, and recorded on June 30, 1999 at 3:14 p.m. in Volume 1679 of Records, page 328 as Document Number 1547705.

Property Address:
906 N. 17th Street, Sheboygan, Wisconsin 53081

Legal Description:
The North Thirty-Five (35) feet of the South One-Half (S ½) of Lots numbered Eleven (11) and Twelve (12), in Block One-Hundred Fifteen (115) of the Original Plat of the City of Sheboygan, according to the recorded plat thereof

Mortgages:
Mortgage executed by R. Michael Graumann and Barbara E. Graumann, husband and wife, as survivorship marital property, to Wells Fargo Bank N.A., P.O. Box 31557, Billings, MT 59107, dated May 21, 2003 and recorded on June 16, 2003 at 8:41 a.m. as Document Number 1691092, securing the principal sum of $70,000.00.

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	1228
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	$710.61
Date Interest and Penalty Computed:	2/1/13

Other:
None

PARCEL NO. 59281500860

Owner(s) of Record:
R. Michael Graumann and Barbara E. Graumann, husband and wife, as survivorship marital property by virtue of a Personal Representative's Deed, dated June 7, 1989, and recorded on June 26, 1989 at 9:23 a.m. in Volume 1113 of Records, page 444 as Document Number 1187155.

Property Address:
1416 New York Avenue, Sheboygan, Wisconsin 53081

Legal Description:
Lot Four (4), Block One Hundred Thirty-Six (136), Original Plat City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:
Mortgage executed by R. Michael Graumann and Barbara E. Graumann, husband and wife, as survivorship marital property to Wells Fargo Bank, N.A., P.O. Box 31557, Billings, MT 59107, dated April 21, 2003 and recorded on May 22, 2003 at 12:17 p.m. as Document Number 1687369, securing the principal sum of $56,000.00.

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	1230
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	$790.26
Date Interest and Penalty Computed:	2/1/13

Other:
None

PARCEL NO. 59281501430

Owner(s) of Record:
Alina N. Morado, by virtue of a Special Warranty Deed dated January 13, 2012 and recorded on January 18, 2012 at 10:00 a.m. as Document Number 1937687.

Property Address:
604 N. 13th Street, Sheboygan, WI 53081

Legal Description:
The South Fifty (50) feet of Lot Twelve (12), Block One Hundred Forty-Six (146) of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Alina Morado in favor of Midland Funding LLC, 8875 Aero Drive, Suite 200, San Diego, CA, 92123, Sheboygan County Circuit Court Case Number 14SC1939, entered September 4, 2014 and docketed September 18, 2014 at 11:26 a.m. in the principal sum of $2,303.12 (Attorney Joseph Robert Johnson).

Taxes:

Certificate No.:	1233
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	$1359.74
Date Interest and Penalty Computed:	2/1/13

Other:
None

PARCEL NO. 59281501820

Owner(s) of Record:
Barbara C. Marshall, a married person by virtue of a Quit Claim Deed dated April 22, 1996 and recorded on April 23, 1996 at 8:44 a.m. in Volume 1441 of Records, page 296, as Document Number 1448844 and by Warranty Deed dated February 4, 1982 and recorded on February 4, 1982 at 3:17 p.m. in Volume 912 of Records, page 938 as Document Number 1074157.

Property Address:
521 N. 14th Street, Sheboygan, WI 53081

Legal Description:
The South ½ of the West 40 feet of Lot 5 and the South 50 feet of Lot 6 in Block 160 of the Original Plat of the City of Sheboygan

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Barbara C. Marshall in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ155, entered November 19, 2013 and docketed June 23, 2014 at 9:04 a.m. in the principal sum of $691.00 (no attorney listed).

Judgment executed against Barbara C. Marshall in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ154, entered November 19, 2013 and docketed June 23, 2014 at 9:05 a.m. in the principal sum of $516.49 (no attorney listed).

Judgment executed against Barbara C. Marshall in favor of Aurora Medical Group Sheboygan Clinic, 3301 W. Forest Home Avenue, Milwaukee, WI 53215, Sheboygan County Circuit Court Case Number 05SC2681, entered March 30, 2006 and docketed September 16, 2008 at 2:53 p.m. in the principal sum of $565.81 (Attorney James A. Hemmer).

Judgment executed against Barbara C. Marshall in favor of Kohls Department Store, N54W13901 Woodale Drive, Menominee Falls, WI 53051, Sheboygan County Circuit Court Case Number 05SC2680, entered March 30, 2006 and docketed July 21, 2006 at 3:41 p.m. in the principal sum of $3,182.72 (Attorney James A. Hemmer).

Judgment executed against Barbara C. Marshall in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ157, entered November 19, 2013 and docketed June 23, 2014 at 9:02 a.m. in the principal sum of $691.00 (no attorney listed).

Judgment executed against Barbara C. Marshall in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ156, entered November 19, 2013 and docketed June 23, 2014 at 9:03 a.m. in the principal sum of $691.00 (no attorney listed).

Taxes:

Certificate No.:	1346	1237
Tax Year:	2011	2012
Sale Year:	2012	2013
Principal Sum of Lien:	$1600.69	$1951.59
Date Interest and Penalty Computed:	2/1/12	2/1/13

Other:
None

PARCEL NO. 59281504120

Owner(s) of Record:
Charles R. Rogers and Pennye C. Rogers, husband and wife, as survivorship marital property, by virtue of a Warranty Deed dated September 24, 1991 and recorded on September 30, 1991 at 8:30 a.m. in Volume 1184 of Records, page 119 as Document Number 1226521.

Property Address:
1319 New Jersey Avenue, Sheboygan, WI 53081

Legal Description:
The East Thirty-Five (35) feet of Lot Four (4), Block Two-Hundred Eighteen (218), Original Plat of the City of Sheboygan

Mortgages:
Mortgage executed by Charles R. Rogers and Pennye C. Rogers, husband and wife, to Bank One, NA, 841 Greencrest Drive, Westerville, OH, 43081, dated December 24, 1997 and recorded on January 6, 1998 at 2:55 p.m. in Volume 1547 of Records, page 465, as Document Number 1494410, securing the principal sum of $64,000.00.

Assignment of Mortgage to Mortgage First LLC dated July 3, 2007 and recorded on July 9, 2007 at 2:10 p.m. as Document Number 1830803.

Judgments/Liens:
Judgment executed against Charles Rogers in favor of Cottonwood Financial Wisconsin LLC, 1901 Gateway Drive #200, Irving, TX 75038, Sheboygan County Circuit Court Case Number 13SC1638, entered July 1, 2013 and docketed July 8, 2013 at 2:10 p.m. in the principal sum of $612.81 (Attorney Adam R. Finkel).

Judgment executed against Charles R. Rogers and Pennye C. Rogers, in favor of St. Nicholas Hospital, 1601 N. Taylor Drive, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12SC3213, entered May 30, 2013 and docketed May 30, 2013 at 2:07 p.m. in the principal sum of $2,357.55 (Attorney Kirsten Fagerland Pezewski).

Taxes:

Certificate No.:	1368	1256
Tax Year:	2011	2012
Sale Year:	2012	2013
Principal Sum of Lien:	$1000.12	$2229.76
Date Interest and Penalty Computed:	2/1/12	2/1/13

Other:
Property Bond in the sum of $7,500.00 dated April 23, 1998 and recorded on April 24, 1998 at 3:22 p.m. in Volume 1570 of Records, page 186/7 as Document Number 1503565.

PARCEL NO. 59281508190

Owner(s) of Record:
Kathryn Eichstaedt, by virtue of a Warranty Deed dated May 30, 1996 and recorded on May 31, 1996 at 9:25 a.m. in Volume 1448 of Records, page 112 as Document Number 1451894.

Property Address:
1227 S. 15th Street, Sheboygan, WI 53081

Legal Description:
The South Seventy-Five (75) feet of the West Twenty-Eight (28) feet of Lot Eight (8) and the South Seventy-Five (75) feet of Lot Seven (7), Block Two-Hundred Seventy-Four (274) of the Original Plat of the City of Sheboygan

Mortgages:
Mortgage executed by Kathryn Eichstaedt, a/k/a Kathryn J. Eichstaedt, and Marvin E. Eichstaedt to Community Bank, 655 S. Taylor Drive, Sheboygan, WI 53081, dated December 17, 1997 and recorded on December 22, 1997 at 8:10 a.m. in Volume 1544 of Records, page 294 as Document Number 1493170, securing the principal sum of $80,500.00.

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	1281
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	$865.69
Date Interest and Penalty Computed:	2/1/13

Other:
None

PARCEL NO. 59281508280

Owner(s) of Record:
Roderick Deckert and Betty Deckert, husband and wife, as survivorship marital property, by virtue of a Warranty Deed dated September 8, 1999 and recorded on September 20, 1999 at 3:05 p.m. in Volume 1695 of Records, page 333 as Document Number 1554362.

Property Address:
1511 Kentucky Avenue, Sheboygan, WI 53081

Legal Description:
The North half of the West 40 feet of Lot 2, Block 275, Original Plat of the City of Sheboygan, Wisconsin

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	1397	1283
Tax Year:	2011	2012
Sale Year:	2012	2013
Principal Sum of Lien:	$1174.37	$1128.95
Date Interest and Penalty Computed:	2/1/12	2/1/13

Other:
None

PARCEL NO. 59281509650

Owner(s) of Record:
R. Michael Graumann and Barbara E. Graumann, his wife, as survivorship marital property, by virtue of a Warranty Deed dated August 17, 1988, and recorded on August 23, 1988 at 3:17 p.m. in Volume 1090 of Records, page 840 as Document Number 1174390.

Property Address:
1221 Alabama Avenue, Sheboygan, Wisconsin 53081

Legal Description:
Lot Four (4), Block Two Hundred Eighty-Three (283), Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof

Mortgages:
Mortgage executed by R. Michael Graumann and Barbara E. Graumann, his wife, as survivorship marital property, to Wells Fargo Bank N.A., P.O. Box 31557, Billings, MT 59107, dated April 21, 2003 and recorded on June 9, 2003 at 1:10 p.m. as Document Number 1690004, securing the principal sum of $60,000.00.

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	1295
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	$811.67
Date Interest and Penalty Computed:	2/1/13

Other:
None

PARCEL NO. 59281511520

Owner(s) of Record:
Duane D. Baker and Mary Jane Baker, husband and wife, by virtue of a Warranty Deed dated August 29, 1986 and recorded on September 2, 1986 at 8:26 a.m. in Volume 1023 of Records, page 673, as Document Number 1137372.

Property Address:
1241 S. 21st Street, Sheboygan, Wisconsin 53081

Legal Description:
Lot Twenty-Four (24) in Block One (1), Koerner Land Co. Subdivision of the City of Sheboygan, according to the recorded plat thereof

Mortgages:
Mortgage executed by Duane D. Baker and Mary Jane Baker, husband and wife to Sheboygan Area Credit Union, 1707 Indiana Avenue, Sheboygan, WI 53081, dated August 30, 2006 and recorded on September 12, 2006 at 12:33 p.m. as Document Number 1808124, securing the principal sum of $51,007.74.

Judgments/Liens:
Judgment executed against Duane Baker in favor of HSBC Bank Nevada NA, (Capital One NA), 1111 Town Center Drive, Las Vegas, NV 89128, Sheboygan County Circuit Court Case Number 10CV1329, entered September 23, 2011 and docketed September 23, 2011 at 10:38 a.m. in the principal sum of $16,807.00 (Attorney Shane Gale).

Judgment executed against Duane D. Baker in favor of Sheboygan Area Credit Union, 1707 Indiana Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 10CV1206, entered

November 10, 2010 and docketed November 10, 2010 at 2:11 p.m. in the principal sum of $18,499.42 (Attorney Shawn Brock).

Judgment executed against Duane D. Baker in favor of Capital One Bank, 140 E. Shore Drive, 12017-0380, Glen Allen, VA 23059, Sheboygan County Circuit Court Case Number 13SC2059, entered August 12, 2013 and docketed August 19, 2013 at 2:43 p.m. in the principal sum of $2,666.90 (Attorney Joseph Robert Johnson).

Taxes:

Certificate No.:	1418	1305
Tax Year:	2011	2012
Sale Year:	2012	2013
Principal Sum of Lien:	$1014.34	$2391.43
Date Interest and Penalty Computed:	2/1/12	2/1/13

Other:
Five foot utility easement along the East lot line as set forth in Volume 5 of Plats, page 64.

PARCEL NO. 59281511910

Owner(s) of Record:
Convenience Stores Leasing & Management, LLC, a Wisconsin limited liability company by virtue of a Quit Claim Deed dated June 20, 2011 and recorded on June 30, 2011 at 3:30 p.m. as Document Number 1926514.

Property Address:
2117 Indiana Avenue, Sheboygan, WI 53081

Legal Description:
Lots 31 and 32 in Block 2 of Koerner Land Company's Subdivision to the City of Sheboygan, County of Sheboygan, Wisconsin

Mortgages:
Mortgage executed by Convenience Stores Leasing & Management, LLC, a Wisconsin limited liability company, to U.S. Venture, Inc., a Wisconsin corporation, 425 Better Way, Appleton, WI 54915, dated December 7, 2012 and recorded on January 11, 2013 at 2:10 p.m. as Document Number 1960562, securing the principal sum of $115,000.00.

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	1306
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	$3064.87
Date Interest and Penalty Computed:	2/1/13

Other:
Groundwater use restriction dated May 5, 2000 and recorded on May 10, 2000 at 11:06 a.m. in Volume 1735 of Records, page 766/7 as Document Number 1570298.

Curb/driveway agreement dated May 26, 1955 and recorded on June 21, 1955 at 10:06 a.m. in Volume 5 of Contracts, page 152/3 as Document Number 640500.

PARCEL NO. 59281600900

Owner(s) of Record:
Jose Herrera and Estela Herrera, husband and wife by virtue of a Warranty Deed dated August 18, 1998 and recorded on August 24, 1998 at 12:37 p.m. in Volume 1600 of Records, page 383 as Document Number 1515941.

Property Address:
1731 Calumet Drive, Sheboygan, WI 53081

Legal Description:
Lot 25, Block 1, Assessment Subdivision No. 1, as amended, according to the recorded plat thereof

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Jose and Silvia Herrera in favor of Sheboygan County Humane Society, 3107 N. 20th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 06SC196, entered February 6, 2006 and docketed February 9, 2006 at 3:36 p.m. in the principal sum of $364.67 (Attorney Daniel J. Rostollan).

Judgment executed against Jose Herrera in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 97TR4081, entered December 19, 2008 and docketed December 19, 2008 at 3:00 p.m. in the principal sum of $141.50 (no attorney listed).

Judgment executed against Jose Herrera in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 97TR7746, entered December 19, 2008 and docketed December 19, 2008 at 3:00 p.m. in the principal sum of $141.50 (no attorney listed).

State Tax Lien executed against Jose Herrera in favor of Department of Workforce Development (no address listed), Sheboygan County Circuit Court Case Number 12UCI71, Warrant Number 201213126, Unemployment Compensation, entered October 9,2012 and docketed October 9, 2012 at 11:57 a.m. in the principal sum of $317.64 (no attorney listed).

Judgment executed against Jose J. Herrera in favor of Cacv of Colorado LLC, 370 17th Street, Suite 5000, Denver, CO 80202, Sheboygan County Circuit Court Case Number 07SC4234, entered December 17, 2007 and docketed January 29, 2008 at 2:59 p.m. in the principal sum of$3,525.61 (Attorney Brandon E. Bowlin).

Judgment executed against Jose J. Herrera in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 98TR4863, entered December 19, 2008 and docketed December 19, 2008 at 2:57 p.m. in the principal sum of $122.90 (no attorney listed).

Judgment executed against Jose L. Herrera in favor of Suburban Motors of Grafton Inc., 139 N. Main Street, Thiensville, WI 53092, Sheboygan County Circuit Court Case Number 09SC20, entered October

5, 2009 and docketed October 13, 2009 at 1:00 p.m. in the principal sum of $2,278.57 (Attorney Edward J. Ritger).

Judgment executed against Jose Miguel Herrera, Jr. in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 09TR4198, entered January 21, 2010 and docketed January 21, 2010 at 9:09 a.m. in the principal sum of $150.10 (no attorney listed).

Taxes:

Certificate No.:	1435	1314
Tax Year:	2011	2012
Sale Year:	2012	2013
Principal Sum of Lien:	$1602.03	$1915.77
Date Interest and Penalty Computed:	2/1/12	2/1/13

Other:
None

PARCEL NO. 59281608020

Owner(s) of Record:
Todd L. Drews, a single person, by virtue of a Quit Claim Deed, dated November 18, 1997 and recorded on February 27, 1998 at 3:13 p.m. in Volume 1557 of Records, page 351 as Document Number 1498467; and re-recorded on March 17, 1997 at 3:25 p.m. in Volume 1561 of Records, page 5 as Document Number 1499890.

Property Address:
1831 Martin Avenue, Sheboygan, WI 53083

Legal Description:
Lot 8, Block 1, Erdmann & Heerman's Addition in and to the City of Sheboygan

Mortgages:
None of Record

Judgments/Liens:
Notice of Federal Tax Lien against Todd L. Drews in favor of Department of the Treasury - Internal Revenue Service (no address listed) dated April 10, 2012 and filed April 17, 2012 at 1:29 p.m. as Document Number 1943067, in the principal sum of $28,112.79.

Judgment executed against Todd L. Drews in favor of Capital One Bank USA NA, 140 E. Shore Drive 12017-0380, Glen Allen, VA 23059, Sheboygan County Circuit Court Case Number 10SC299, entered March 1, 2010 and docketed March 8, 2010 at 12:45 p.m. in the principal sum of $1,040.35 (Attorney Kevin T. White).

Judgment executed against Todd Drews in favor of Centurion Capital Corp, 700 King Farm Blvd #507, Rockville, MD, 20850, Sheboygan County Circuit Court Number 06CV64, entered April 11, 2006 and docketed April 11, 2006 at 2:42 p.m. in the principal sum of $6,062.87 (Attorney Julie A. Rausch).

Judgment executed against Todd L. Drews in favor of Rsidue LLC, 2248 S. 102nd Street #210, Milwaukee, WI 53227, Sheboygan County Circuit Court Number 07CV663, entered September 11, 2007 and docketed September 11, 2007 at 10:25 a.m. in the principal sum of $10,003.75 (Attorney Julie A. Rausch).

Judgment executed against Todd L. Drews in favor of Asset Acceptance LLC, P.O. Box 2041, Warren, MI, 48090, Sheboygan County Circuit Court Number 07CV1026, entered December 19, 2007 and docketed December 19, 2007 at 1:32 p.m. in the principal sum of $8,850.06 (Attorney David A. Ambrosh).

Judgment executed against Todd L. Drews in favor of Palisades Acquisition XVI, LLC, 210 Sylvan Avenue, Englewood, NJ, 07632, Sheboygan County Circuit Court Number 07SC1822, entered June 4, 2007 and docketed June 28, 2007 at 4:22 p.m. in the principal sum of $4,462.98 (Attorney Brandon E. Bowlin).

State Tax Lien executed against Todd L. Drews in favor of State of Wisconsin, Department of Revenue, P.O. Box 8901, Madison, WI 53708, Sheboygan County Circuit Court Number 10TW126, Warrant Number 59-11739384, type of tax - income, entered October 1, 2009 and docketed March 15, 2010 at 7:20 in the principal sum of $2,428.19 (no attorney listed).

State Tax Warrant executed against Todd L. Drews in favor of State of Wisconsin, Department of Revenue,
P.O. Box 8901, Madison, WI 53708, Sheboygan County Circuit Court Number 09TW302, Warrant Number 59-11929168, type of tax - income, entered September 12, 2008 and docketed September 14, 2009 at 6:35 p.m. in the principal sum of $2,855.16 (no attorney listed).

State Tax Warrant executed against Todd L. Drews in favor of State of Wisconsin, Department of Revenue, P.O. Box 8901, Madison, WI 53708, Sheboygan County Circuit Court Number 10TW67, Warrant Number 59-11931286, type of tax - income, entered September 11, 2009 and docketed February 23, 2010 at 8:28 in the principal sum of $2,692.67 (no attorney listed).

Judgment executed against Todd L. Drews in favor of Sheboygan County, 508 New York Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14GF6, entered August 26, 2014 and docketed August 26, 2014 at 3:00 p.m. in the principal sum of $4,933.72 (no attorney listed).

State Tax Lien executed against Todd L. Drews in favor of Department of Revenue (no address provided), Sheboygan County Circuit Court Case Number 15TW2, Warrant Number 59-11985532, type of tax - income, entered July 17, 2012 and docketed January 2, 2015 at 8:37 in the principal sum of $3,120.37 (no attorney listed).

State Tax Lien executed against Todd L. Drews in favor of Department of Revenue (no address provided), Sheboygan County Circuit Court Case Number 15TW218, Warrant Number 59-11965714, type of tax - income, entered September 17, 2013 and docketed December 3, 2015 at 7:48 in the principal sum of $2,854.44 (no attorney listed).

State Tax Lien executed against Todd L. Drews in favor of Department of Revenue (no address provided), Sheboygan County Circuit Court Case Number 15TW219, Warrant Number 59-11957874, type of tax - income, entered September 5, 2013 and docketed December 3, 2015 at 7:50 in the principal sum of $3,127.63 (no attorney listed).

State Tax Lien executed against Todd L. Drews in favor of Department of Revenue (no address provided), Sheboygan County Circuit Court Case Number 15TW220, Warrant Number 59-12062330, type of tax - income, entered July 16, 2015 and docketed December 3, 2015 at 7:50 in the principal sum of $2,224.66 (no attorney listed).

State Tax Lien executed against Todd L. Drews in favor of Department of Revenue (no address provided), Sheboygan County Circuit Court Case Number 15TW217, Warrant Number 59-12161170, type of tax - income, entered October 20, 2011 and docketed December 3, 2015 at 7:48 in the principal sum of $1,817.46 (no attorney listed).

Taxes:

Certificate No.:	1466	1340
Tax Year:	2011	2012
Sale Year:	2012	2013
Principal Sum of Lien:	$1723.78	$1656.78
Date Interest and Penalty Computed:	2/1/12	2/1/13

Other:
None

PARCEL NO. 59281610230

Owner(s) of Record:
Long Yang and Mai Lee Vang Yang, husband and wife, as survivorship marital property, by virtue of a Warranty Deed dated January 3, 1997 and recorded on January 7, 1997 at 8:40 a.m. in Volume 1484 of Records, page 506 as Document Number 1468083.

Property Address:
Vacant Land on N. 26th Street, Sheboygan, WI 53081

Legal Description:
Lot 61 and the East Half of vacated alley adjacent, Fairview Subdivision, City of Sheboygan

Mortgages:
None of Record

Judgments/Liens:
Judgment against Mee Yang (Mai Yang in index) in favor of State of Wisconsin, Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 05CF517, entered November 5, 2008 and docketed November 6, 2008 at 11:21 a.m. in the principal sum of $191.04 (no attorney listed).

Judgment against Mee Yang (Mai Yang in index) in favor of State of Wisconsin, Kue Vang, 1114 Erie Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 05CF517, entered November 5, 2008 and docketed November 6, 2008 at 11:21 a.m. in the principal sum of $452.38 (no attorney listed).

Judgment against Mai Yang in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number (no number given), entered March 16, 2010 and docketed March 16, 2010 at 11:10 a.m. in the principal sum of $186.00 (no attorney listed).

Judgment against Mai Yang in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number (no number given), entered March 16, 2010 and docketed March 16, 2010 at 11:10 a.m. in the principal sum of $20.00 (no attorney listed).

Judgment against Mai Yang in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number (no number given), entered July 24, 2007 and docketed July 24, 2007 at 9:41 a.m. in the principal sum of $400.00 (no attorney listed).

Judgment against Mai Yang in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number (no number given), entered July 24, 2007 and docketed July 24, 2007 at 9:41 a.m. in the principal sum of $200.00 (no attorney listed).

Judgment against Mai Yang in favor of Portfolio Recovery Associates, P.O. Box 12914, Norfolk, VA 23541, Sheboygan County Circuit Court Case Number 14SC1582, entered August 4, 2014 and docketed August 29, 2014 at 11:00 a.m. in the principal sum of $2,055.81 (Attorney James P. Riebe).

Judgment against Mai Yang in favor of Acuity, P.O. Box 58, 2800 S. Taylor Drive, Sheboygan, WI 53082-0058, Sheboygan County Circuit Court Case Number 13SC1223 entered June 10, 2013 and docketed June 10, 2013 at 12:34 p.m. in the principal sum of $3,178.79 (no attorney listed).

Judgment against Mai L. Yang in favor of Aurora Health Care Central Inc., P.O. Box 343910, Milwaukee, WI 53234, Sheboygan County Circuit Court Case Number 09SC2699, entered September 21, 2009 and docketed September 29, 2009 at 1:17 p.m. in the principal sum of $755.26 (Attorney John M. Heuer).

Judgment against Mailee V. Yang in favor of Aurora Health Care Metro Inc., and Aurora Medical Group, P.O. Box 343910, 3301 W. Forest Home Avenue, Milwaukee, WI 53215, Sheboygan County Circuit Court Case Number 13SC2041, entered August 12, 2013 and docketed August 20, 2013 at 10:32 a.m. in the principal sum of $1,738.46 (Attorney John M. Heuer).

Taxes:

Certificate No.:	1476	1350
Tax Year:	2011	2012
Sale Year:	2012	2013
Principal Sum of Lien:	$128.23	$123.64
Date Interest and Penalty Computed:	2/1/12	2/1/13

Other:
Vacated Alley Resolution dated August 19, 1963 and recorded on September 4, 1963 at 3:23 p.m. in Volume 421 of Deeds, pages 136/8 as Document Number 825559.

PARCEL NO. 59281610350

Owner(s) of Record:
Walter J. Bauer, a single person by virtue of a Warranty Deed dated December 14, 1984 and recorded on December 18, 1984 at 3:46 p.m. in Volume 973, Page 807 as Document Number 1110197.

Land Contract executed by Wayne Sargent, Personal Representative of the Estate of Walter J. Bauer, Deceased (vendor) and Richard F. Hitsman, a single person (vendee) dated September 28, 2012 and recorded on October 16, 2012 at 3:49 p.m. as Document Number 1954671; Assignment of Land Contract dated December 3, 2012 and recorded on January 9, 2013 at 2:11 p.m. as Document Number 1960364.

Property Address:
1544 N. 26th Street, Sheboygan, WI 53081

Legal Description:
Lots Seventy-Seven (77) and Seventy-Eight (78) Fairview Subdivision to the City of Sheboygan

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Richard Hitsman and Shari Lynn Hitsman in favor of Louis Coulis MD SC, 1414 N. Taylor Drive, Sheboygan, Wisconsin 53081, Sheboygan County Circuit Court Case Number 09SC874 dated March 23, 2009 and docketed April 20, 2009 at 10:42 a.m. in the principal sum of $601.56 (Attorney Andrew H. Morgan Esq.).

Taxes:

Certificate No.:	1352
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	$1090.75
Date Interest and Penalty Computed:	2/1/13

Other:
None

PARCEL NO. 59281611020

Owner(s) of Record:
Laura L. Loiselle, by virtue of a Warranty Deed dated February 23, 2010 and recorded on February 25, 2010 at 2:34 p.m. as Document Number 1896938.

Property Address:
2025 Folger Court, Sheboygan, WI 53081

Legal Description:
Lot 27, Folgers Addition Supplement, according to the recorded plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	1354
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	$1630.33
Date Interest and Penalty Computed:	2/1/13

Other:
None

PARCEL NO. 59281612640

Owner(s) of Record:
R. Michael Graumann and Barbara E. Graumann, husband and wife by Virtue of a Trustee's Deed dated December 3, 1997 and recorded on December 4, 1997 at 3:46 p.m. in Volume 1541, page 456 as Document Number 1491936.

Property Address:
2612 Saemann Avenue, Sheboygan, WI 53081

Legal Description:

Lot Twenty (20), Block Four (4), Graceland Subdivision Number Two (2) to the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof

Mortgages:
Mortgage executed by R. Michael Graumann and Barbara E. Graumann, husband and wife, to Wells Fargo Bank N.A., P.O. Box 31557, Billings, MT 59107, dated May 21, 2003 and recorded on June 19, 2003 at 1:15 p.m. as Document Number 1691875, securing the principal sum of $95,000.00.

Mortgage executed by R. Michael Graumann and Barbara E. Graumann, husband and wife, to Wells Fargo Bank N.A., P.O. Box 31557, Billings, MT 59107, dated February 10, 2006 and recorded on March 6, 2006 at 1:52 p.m. as Document Number 1792344, securing the principal sum of $20,000.00.

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	1358
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	$1538.02
Date Interest and Penalty Computed:	2/1/13

Other:
Five foot utility easement along the North and East lot lines and tree planting easement contiguous to all street frontages as set forth in Volume 10 of Plats, page 34.

PARCEL NO. 59281620580

Owner(s) of Record:
Douglas A. Dier, a single person by virtue of a Warranty Deed dated October 8, 2008 and recorded on November 17, 2008 at 2:48 p.m. as Document Number 1864657.

Property Address:
2006 N. 23rd Street, Sheboygan, WI 53081

Legal Description:
Lot 1, Block 4, High School Subdivision, according to the recorded plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:
Mortgage executed by Douglas Dier to 4433 Vanguard Outlots, LLC, % J. Peter Jungbacker, 300 N. Main Street, Suite 300, Oshkosh, WI 54901, dated August 28, 2013 and recorded on September 18, 2013 at 1:54 p.m. as Document Number 1976207, securing the principal sum of $94,313.75.

Judgments/Liens:
Judgment against Douglas Pelnar (Dier in index) in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 04TR12414, entered February 4, 2008 and docketed February 4, 2008 at 1:25 p.m. in the principal sum of $156.20 (no attorney listed).

Judgment against Douglas Pelar (Dier in index) in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 04TR12415,

entered February 4, 2008 and docketed February 4, 2008 at 1:25 p.m. in the principal sum of $181.00 (no attorney listed).

Taxes:

Certificate No.:	1495	1365
Tax Year:	2011	2012
Sale Year:	2012	2013
Principal Sum of Lien:	$599.66	$2148.92
Date Interest and Penalty Computed:	2/1/12	2/1/13

Other:
Five foot utility easement along the West lot line as recorded in Volume 9 of Plats, page 11.

PARCEL NO. 59281625290

Owner(s) of Record:
Donald Harvey Klumb, Jr., a single person, by virtue of a Quit Claim Deed dated March 24, 1999 in Volume 1657, Page 255 of Records, recorded on March 26, 1999 at 12:40 p.m. as Document Number 1538691.

Property Address:
2126 N. 22nd Street, Sheboygan, Wisconsin 53081

Legal Description:
Lot Twenty (20), Block Five (5), St. Dominic's Subdivision, City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof

Mortgages:
Mortgage executed by Donald H. Klumb, Jr. and Peggy Ann Klumb, husband and wife to Guaranty Bank S.S.B., 4000 W. Brown Deer Road, Brown Deer, WI 53209, dated August 4, 1995 and recorded on August 17, 1995 at 2:08 p.m. in Volume 1404 of Records, page 389/91 as Document Number 1432633, securing the principal sum of $25,900.00; Modification of Mortgage related thereto dated July 16, 1998 and recorded on July 27, 1998 at 4:24 as Document Number 1513198.

Mortgage executed by Donald H. Klumb, a single individual to Associated Bank, N.A., 1305 Main Street, Stevens Point, WI, 54481, dated May 6, 2008 and recorded on June 5, 2008 at 11:37 a.m. as Document Number 1854434, in the principal sum of$63,000.00.

Judgments/Liens:
Judgment against Donald H. Klumb in favor of Wells Fargo Financial National Bank, 800 Walnut Street, Des Moines, IA, 50309, Sheboygan County Circuit Court Case Number 11CV555, entered June 23, 2011 and docketed June 23, 2011 at 12:56 p.m. in the principal sum of $6,054.21.

Taxes:

Certificate No.:	1527	1398
Tax Year:	2011	2012
Sale Year:	2012	2013
Principal Sum of Lien:	$1781.96	$1713.83
Date Interest and Penalty Computed:	2/1/12	2/1/13

Other:
Five foot utility easement along the west line of Lot 20 as set forth in Volume 5 of Plats, Page 81.

PARCEL NO. 59281625470

Owner(s) of Record:
Mark A. Mohr, by virtue of an Abridgment of Judgment of Divorce dated March 19, 2015 and recorded on March 20, 2015 at 3:49 p.m. as Document Number 2000204; and by virtue of a Warranty Deed dated January 12, 1989 and recorded on January 13, 1989 at 1:02 p.m. in Volume 1101 of Records, page 996 as Document Number 1180587.

Property Address:
2208 Geele Avenue, Sheboygan, WI 53081

Legal Description:
Lot Seventeen (17), Block Six (6), St. Dominic's Subdivision, City of Sheboygan, according to the recorded plat thereof

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	1399
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	$1458.36
Date Interest and Penalty Computed:	2/1/13

Other:
Five foot utility easement along the North lot line as set forth in Volume 5 of Plats, page 81.

PARCEL NO. 59281628710

Owner(s) of Record:
Cody Abraham, by virtue of a Special Warranty Deed dated June 1, 2011 and recorded on June 6, 2011 at 12:56 p.m. as Document Number 1925270.

Property Address:
2506 N. 15th Street, Sheboygan, WI 53083

Legal Description:
The South 45 feet of Lots 34 and 35, Zelle & Schaetzer's Subdivision, according to the recorded plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:
Mortgage executed by Cody Abraham to Adrienne Boutillier, her successors and assigns, (no address provided), dated June 22, 2015 and recorded on June 22, 2015 at 2:33 p.m. as Document Number 2004861, securing the principal sum of $6,200.00.

Judgments/Liens:

Judgment executed against Cody E. Abraham in favor of State of Wisconsin, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 12CF655, entered September 11, 2013 and docketed September 11, 2013 at 1:03 p.m. in the principal sum of $525.05 (no attorney listed).

Judgment executed against Cody E. Abraham in favor of State of Wisconsin, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 06CM1104, entered January 31, 2007 and docketed February 1, 2007 at 10:08 a.m. in the principal sum of $125.00 (Attorney Katherine J. Kruger).

Judgment executed against Cody E. Abraham in favor of State of Wisconsin, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 05CM678, entered January 31, 2007 and docketed February 1, 2007 at 9:57 a.m. in the principal sum of $49.00 (Attorney Katherine J. Kruger).

Judgment executed against Cody E. Abraham in favor of State of Wisconsin, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 05CM1642, entered January 31, 2007 and docketed February 1, 2007 at 9:44 a.m. in the principal sum of $3.77 (Attorney Katherine J. Kruger).

Judgment executed against Cody E. Abraham and Mary A. Boreman in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number (no number listed), entered July 31, 2013 and docketed July 31, 2013 at 1:11 p.m. in the principal sum of $38.50 (no attorney listed).

Judgment executed against Cody E. Abraham and Mary A. Boreman in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number (no number listed), entered July 31, 2013 and docketed July 31, 2013 at 1:11 p.m. in the principal sum of $38.50 (no attorney listed).

Judgment executed against Cody E. Abraham in favor of Wisconsin Public Service Corporation, P.O. Box 19002, Green Bay, WI 54307-9002, Sheboygan County Circuit Court Case Number 09SC777, entered March 23, 2009 and docketed March 27, 2009 at 11:28 a.m. in the principal sum of $941.89 (Attorney Ann Louise Patteson).

Taxes:

Certificate No.:	1414
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	$865.83
Date Interest and Penalty Computed:	2/1/13

Other:
Rental Weatherization Stipulation Authorization Number S121982.

PARCEL NO. 59281701090

Owner(s) of Record:
Keith A. Hummitzsch, by virtue of a Personal Representative's Deed dated July 30, 2005 and recorded on August 4, 2005 at 10:45 a.m. as Document Number 1772730.

Property Address:
1726 N. 8th Street, Sheboygan, WI 53081

Legal Description:
Lot Ten (10), Block Three (3), Assessment Subdivision No. Nine (9), City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	1443
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	$112.79
Date Interest and Penalty Computed:	2/1/13

Other:
None

PARCEL NO. 59281703550

Owner(s) of Record:
Jeremy S. Jacobs, a single person, by virtue of a Warranty Deed dated December 12, 2004 and recorded on December 14, 2004 at 10:54 a.m. as Document Number 1752929.

Property Address:
1634 N. 11th Street, Sheboygan, WI 53081

Legal Description:
Lot Eighteen (18), Assessment Subdivision No. 11, Block Three (3), City of Sheboygan, according to the recorded plat thereof

Mortgages:
Mortgage executed by Jeremy S. Jacobs, an unmarried man, to MILA, Inc., 6021 244th Street SW, Mountlake Terrace, WA, 98043, dated March 8, 2006 and recorded on March 13, 2006 at 4:11 p.m. as Document Number 1793298, securing the principal sum of $63,200.00.

Assignment of Mortgage to U.S. Bank National Association dated October 2, 2012 and recorded on October 5, 2012 at 1:40 p.m. as Document Number 1953995.

Assignment of Mortgage to Ocwen Loan Servicing LLC dated June 24, 2014 and recorded on May 22, 2015 at 2:11 p.m. as Document Number 2003346.

Assignment of Mortgage to Stelis LLC dated June 24, 2014 and recorded on May 22, 2015 at 2:11 p.m. as Document Number 2003347.

Assignment of Mortgage to Rocktop Partners 1, LP dated February 9, 2015 and recorded on May 22, 2015 at 2:11 p.m. as Document Number 2003348.

Assignment of Mortgage to Strategic Realty Fund LLC dated July 30, 2015 and recorded on August 14, 2015 at 2:49 p.m. as Document Number 2007843.

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	1455
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	$1580.53
Date Interest and Penalty Computed:	2/1/13

Other:
Rental Weatherization Stipulation recorded on December 14, 2004 at 10:54 a.m. as Document Number 1752930.

PARCEL NO. 59281708520

Owner(s) of Record:
VFS Lending JV, LLC by virtue of a Quit Claim Deed dated November 27, 2012 and recorded on December 14, 2012 at 3:07 p.m. as Document Number 1958788.

Property Address:
2207 N. 15th Street, Sheboygan, WI 53083

Legal Description:
Lot One (1) except the South Thirty (30) feet of said Lot, and the South Six (6) feet of Lot Two (2), Geele & Armbrusters Subdivision according to the recorded plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against VFS Lending JV, LLC in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081 Sheboygan County Circuit Court Case Number 14TJ17, dated September 4, 2013 and docketed January 21, 2014 at 9:05 a.m. in the principal sum of $240.00 (No attorney listed).

Taxes:

Certificate No.:	1469
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	$1044.99
Date Interest and Penalty Computed:	2/1/13

Other:
Right of Way Grant to Wisconsin Telephone Company dated June 22, 1976 and recorded on April 19, 1977 at 11:14 a.m. in Volume 801 of Records, Pages 511/12 as Document Number 1009800.

Raze Order dated July 13, 1995 and recorded on July 14, 1995 at 1:13 p.m. in Volume 1399, Pages 32/33 as Document Number 1430153.

PARCEL NO. 59281709440

Owner(s) of Record:
Michael B. Gaumer, a single man, by virtue of Transfer by Affidavit dated March 1, 2012 and recorded on June 1, 2012 at 10:18 a.m. as Document Number 1945866; Warranty Deed dated June 16, 2007 and recorded on June 28, 2007 at 1:43 p.m. as Document Number 1830160; Warranty Deed dated June 29, 2005 and recorded on July 7, 2005 at 2:34 p.m. as Document Number 1770137.

Property Address:
2127 N. 10th Street, Sheboygan, WI 53081

Legal Description:
Lot Four (4) excepting the East Eighty-Five (85) feet thereof, Lot Five (5), excepting the East Eighty-Five (85) feet thereof, and excepting the North Thirty-Three (33) feet thereof in J. Johann's Subdivision in the City of Sheboygan, according to the recorded plat of said subdivision; Also described as: Johann's Subd. all of Lots Four (4) & Five (5) except the East Eighty-Five (85) feet & part taken for Geele Ave

Mortgages:
Mortgage executed by Michael B Gaumer, a single person, and Dolores D Gaumer, a single person, to Nationpoint, a Div. of FFFC, an Op. Sub of MLB&T Co. FSB., 2150 N. 1st Street, San Jose, CA 95131, dated June 7, 2007 and recorded on June 28, 2007 at 1:43 as Document Number 1830161, securing the principal sum of $76,500.00.

Assignment of Mortgage to JPMorgan Mortgage Acquisition Corporation dated September 30, 2009 and recorded on October 5, 2009 at 9:21 a.m. as Document Number 1888277.

Assignment of Mortgage to JPMorgan Mortgage Acquisition Corporation dated April 13, 2012 and recorded on May 7, 2012 at 3:45 p.m. as Document Number 1944374.

Assignment of Mortgage to Stonecrest Income & Opportunity Fund -I LLC dated December 12, 2012 and recorded on February 28, 2013 at 12:59 p.m. as Document Number 1963625.

Assignment of Deed of Trust/Mortgage to Capital Income and Growth Fund LLC dated December 18, 2012 and recorded on February 28, 2013 at 12:59 p.m. as Document Number 1963626.

Judgments/Liens:
Judgment executed against Michael B. Gaumer in favor of State of Wisconsin, Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14CM1059, entered January 29, 2015 and docketed January 29, 2015 at 2:26 p.m. in the principal sum of $455.00 (no attorney listed).

Taxes:

Certificate No.:	1472
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	$393.60
Date Interest and Penalty Computed:	2/1/13

Other:
Medical Assistance Lien dated April 18, 2012 and recorded on April 20, 2012 at 3:42 p.m. as Document Number 1943387.

PARCEL NO. 59281711430

Owner(s) of Record:
Mark M. Meyer and Wendy L. Meyer, his wife, by virtue of a Warranty Deed, dated November 4, 1977, and recorded on November 8, 1977 at 2:15 p.m. in Volume 819 of Records, page 629 as Document Number 1020318.

Property Address:
3307 N. 13th Street, Sheboygan, Wisconsin 53081

Legal Description:
Lot Sixteen (16), Block Two (2), Lake Shore Division of the City of Sheboygan according to the recorded plat thereof

Mortgages:
Mortgage executed by Mark M. Meyer and Wendy L. Meyer, his wife to Wells Fargo Bank, N.A., P.O. Box 31557, Billings, MT 59107, dated August 25, 2004 and recorded on September 16, 2004 at 12:56 p.m. as Document Number 1745092, securing the principal sum of $43,300.00.

Judgments/Liens:
Judgment executed against Mark M. Meyer in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ159, entered July 10, 2013 and docketed June 23, 2013 at 8:58 a.m. in the principal sum of $711.00 (no attorney listed).

Judgment executed against Mark M. Meyer in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ160, entered September 6, 2013, and docketed June 23, 2014 at 8:57 a.m. in the principal sum of $706.00 (no attorney listed).

Taxes:

Certificate No.:	1617	1482	1483
Tax Year:	2011	2012	2012
Sale Year:	2012	2013	2013
Principal Sum of Lien:	$1254.56	$1212.16	$238.87
Date Interest and Penalty Computed:	2/1/12	2/1/13	2/1/13

Other:
None

PARCEL NO. 59281713820

Owner(s) of Record:
Donna Grunow; Karl Grunow and Virginia Grunow, his wife retain a life estate, by virtue of a Life Estate Deed dated June 29, 2001 and recorded on July 2, 2001 at 8:28 a.m. in Volume 1847 of Records, page 159, as Document Number 1603047.

Property Address:
1342 Lenz Court, Sheboygan, WI 53083

Legal Description:
Lot 6 in Block 1 of Neumeister and Oehler's Subdivision of the City of Sheboygan, according to the recorded plat thereof

Mortgages:
None of Record

Judgments/Liens:
Notice of Federal Tax Lien to Department of the Treasury - Internal Revenue Service (no address provided), dated October 30, 2014 and recorded on November 7, 2014 at 2:40 p.m. as Document Number 1994484, in the principal sum of $30,220.76.

State Tax Lien executed against Donna Grunow in favor of Department of Revenue (no address provided), Sheboygan County Circuit Court Case Number 14TW195, Warrant Number 59-12161044, type of tax - income, entered July 5, 2012 and docketed December 19, 2014 at 7:32 in the principal sum of $9,128.12.

State Tax Lien executed against Donna Grunow in favor of Department of Revenue (no address provided), Sheboygan County Circuit Court Case Number 14TW196, Warrant Number 59-11986541, type of tax - income, entered July 5, 2012 and docketed December 19, 2014 at 7:32 in the principal sum of $8,370.45.

State Tax Lien executed against Donna Grunow in favor of Department of Revenue (no address provided), Sheboygan County Circuit Court Case Number 14TW194, Warrant Number 59-11985530, type of tax - income, entered July 5, 2012 and docketed December 19,2014 at 7:32 in the principal sum of $7,664.83.

Judgment executed against Donna L. Grunow in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 13CF515, entered May 7, 2014 and docketed May 7, 2014 at 1:54 p.m. in the principal sum of $832.00 (no attorney listed).

Judgment executed against Donna L. Grunow in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12CT331, entered July 22, 2013 and docketed July 22, 2013 at 9:11 a.m. in the principal sum of $190.50(no attorney listed).

Judgment executed against Donna L. Grunow in favor of Diverse Funding Associates, LLC, 3033 Campus Drive, Suite 250, % Messerli & Kramer PA, Plymouth, MN 55441, Sheboygan County Circuit Court Case Number 14CV631, entered December 12, 2014 and docketed December 12, 2014 at 1:15 p.m. in the principal sum of $19,818.22 (Attorney Patrick Daniel Newman).

Judgment executed against Donna L. Grunow in favor of City of Sheboygan Fire Department, 9401 W. Brown Deer Road, Milwaukee, WI 53224, Sheboygan County Circuit Court Case Number 13SC754, entered April 1, 2013 and docketed April 8, 2013 at 1:55 p.m. in the principal sum of $1,860.58 (Attorney Keary W. Bilka).

Judgment executed against Donna L. Grunow in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ127, entered December 18, 2013 and docketed June 23, 2014 at 9:43 a.m. in the principal sum of $557.00 (no attorney listed).

Judgment executed against Donna L. Grunow in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ128, entered March 18, 2014 and docketed June 23, 2014 at 9:42 a.m. in the principal Sum of $691.00 (no attorney listed).

Judgment executed against Donna L. Grunow in favor of Milwaukee City, 200 E. Wells Street, Milwaukee, WI 53202, Sheboygan County Circuit Court Case Number 12TJ26, entered October 25, 2011 and docketed May 4, 2012 at 12:50 p.m. in the principal sum of $3,123.37 (Attorney Kevin Thomas White).

Judgment executed against Donna L. Grunow in favor of Our Lady of Good Hope Credit Union, 7152 N. 41st Street, Milwaukee, WI 53209, Sheboygan County Circuit Court Case Number 13TJ4, entered

November 27, 2012 and docketed July 18, 2013 at 11:33 a.m. in the principal sum of $14,111.42 (Attorney Robert F. Kirst).

Judgment executed against Donna L. Grunow in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 13TR7, entered July 22, 2013 and docketed July 22, 2013 at 9:11 a.m. in the principal sum of $200.50 (no attorney listed).

Judgment executed against Donna L. Grunow in favor of State of Wisconsin, 615 N. Sixth Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 13CM44, entered May 15, 2015 and docketed May 26, 2015 at 11:56 a.m. in the principal sum of $55.00 (no attorney listed).

Judgment executed against Donna L. Grunow in favor of State of Wisconsin, 615 N. Sixth Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 13CF536, entered May 15, 2015 and docketed May 26, 2015, at 12:00 p.m. in the principal sum of $188.00 (no attorney listed).

Judgment executed against Donna L. Grunow in favor of the State of Wisconsin, 615 N. Sixth Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 13CF515, entered May 7, 2014 and docketed May 7, 2014 at 1:54 p.m. in the principal sum of $832.00 (no attorney listed).

Taxes:

Certificate No.:	1627	1491
Tax Year:	2011	2012
Sale Year:	2012	2013
Principal Sum of Lien:	$2231.94	$2146.54
Date Interest and Penalty Computed:	2/1/12	2/1/13

Other:
None

PARCEL NO. 59281717070

Owner(s) of Record:
Jeffrey M. Mineau and Wanda J. Mineau, husband and wife, as joint tenants, by virtue of a Warranty Deed dated September 10, 1985 and recorded on September 13, 1985 at 1:25 p.m. in Volume 991 of Records, page 610 as Document Number 1120204; Re-recorded on October 2, 1985 at 10:19 a.m. in Volume 993 of Records, page 462 as Document Number 1121101.

Property Address:
1030 Bell Avenue, Sheboygan, WI 53081

Legal Description:
The East Forty-Three and One-Third (43 $^{1}/_{3}$) feet of the West Eighty-Six and Two-Thirds (86 $^{2}/_{3}$) feet of Lots Ten (10) and Eleven (11), Block Two (2), O.G. Addition to the City of Sheboygan, according to the recorded plat thereof

Mortgages:
Mortgage executed by Jeffrey M. Mineau and Wanda J. Mineau, husband and wife, to America's Wholesale Lender, 155 N. Lake Avenue, Pasadena, CA 91109, dated November 8, 1996 and recorded on November 20, 1996 at 10:27 a.m. in Volume 1477 of Records, pages 363/72 as Document Number 1465023, securing the principal sum of $54,400.00.

Assignment of Mortgage to GreenTree Financial Servicing Corp dated March 20, 1997 and recorded on June 20, 1997 at 11:30 a.m. in Volume 1510 of Records, pages 359/361 as Document Number 1479231.

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	1504
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	$1697.20
Date Interest and Penalty Computed:	2/1/13

Other:
None

PARCEL NO. 59281719030

Owner(s) of Record:
Jeremy P. Ostrom, a single person, by virtue of a Quit Claim Deed dated April 1, 2002 and recorded on April 10, 2002 at 9:19 a.m. in Volume 1979 of Records, page 305 as Document Number 1633745; and by virtue of a Warranty Deed dated September 27, 2000 and recorded on October 6, 2000 at 10:15 a.m. in Volume 1763 of Records, page 281 as Document Number 1580783.

Property Address:
Vacant Land on Trimberger Court, Sheboygan, WI 53081

Legal Description:
Lot Number Twenty-Eight (28), Trimberger's "M" Subdivision in the City of Sheboygan, according to the recorded plat thereof

Mortgages:
Revolving Credit Mortgage executed by Jeremy P. Ostrom, a single person, to Kohler Credit Union, 850 Woodlake Road, Kohler, WI 53044, dated April 30, 2003 and recorded on May 7, 2003 at 9:44 a.m. as Document Number 1684808, securing the principal sum of $23,000.00.

Mortgage executed by Jeremy P. Ostrom, a single person, to M&I Marshall and Ilsley Bank, 770 N. Water Street, Milwaukee, WI 53202, dated April 2, 2002 and recorded on April 10, 2002 at 9:19 a.m. in Volume 1979, page 306, as Document Number 1633746, securing the principal sum of $51,200.00.

Judgments/Liens:
Judgment executed, against Jeremy Ostrom in favor of Atlantic Credit & Finance Inc., Assignee from HSBC Consumer Lending USA Inc., P.O. Box 13386, Roanoke, VA 24033, Sheboygan County Circuit Court Case Number 12SC1576, entered September 27, 2012 and docketed October 3, 2012 at 2:19 p.m. in the principal sum of $5,505.02 (Attorney Jonathan James Cattey).

Judgment executed against Jeremy P. Ostrom in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ83, entered April 3, 2013 and docketed June 23, 2014 at 11:13 a.m. in the principal sum of $583.00 (no attorney listed).

Judgment executed against Jeremy P. Ostrom in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ81, entered July 10, 2013 and docketed June 23, 2014 at 11:15 a.m. in the principal sum of $681.00 (no attorney listed).

Judgment executed against Jeremy P. Ostrom in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ82, entered July 10, 2013 and docketed June 23, 2014 at 11:14 a.m. in the principal sum of $686.00 (no attorney listed).

Taxes:

Certificate No.:	1645	1646	1514	1515
Tax Year:	2011	2011	2012	2012
Sale Year:	2012	2012	2013	2013
Principal Sum of Lien:	$1751.06	$187.12	$1682.92	$477.76
Date Interest and Penalty Computed:	2/1/12	2/1/12	2/1/13	2/1/13

Other:
Raze Order dated June 21, 2003 and recorded on June 25, 2013 at 2:00 p.m. as Document Number 1970976.

PARCEL NO. 59282910190

Owner(s) of Record:
Harold E. Perronne Family Trust, by virtue of a Warranty Deed dated December 20, 1996 and recorded on January 13, 1997 at 1:44 p.m. in Volume 1485 of Records, page 396 as Document Number 1486874;

Land contract executed by Harold E. Perronne Family Trust dated February 20, 1996 to John H. Perronne, a single person, dated July 22, 2001 and recorded on August 3, 2001 at 11:09 a.m. in Volume 1861 of Records, page 327 as Document Number 1606672, in the principal sum of $24,000.00.

Property Address:
411 State Street, Sheboygan Falls, WI 53085

Legal Description:
Lots 1 and 2, except the West 19.87 feet of Lot 2, of Block 2 of Federwisch Subdivision to the City of Sheboygan Falls

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against John Perronne in favor of Palisades Acquisition XVI, LLC, 210 Sylvan Avenue, Englewood, NJ 07632, Sheboygan County Circuit Court Case Number 07SC1829, entered June 4, 2007 and docketed June 28, 2007 at 4:21 p.m. in the principal sum of $3,683.37 (Attorney Brandon E. Bowlin).

State Tax Lien executed against John H. Perronne in favor of Department of Revenue, PO Box 8901, Madison, WI 53708, Sheboygan County Circuit Court Case Number 10TW369, Warrant Number 59-11964346, type of tax - income, entered May 25, 2010 and docketed November 8, 2010 at 6:20 in the principal sum of $3,184.56.

State Tax Lien executed against John H. Perronne in favor of Department of Revenue, PO Box 8901, Madison, WI 53708, Sheboygan County Circuit Court Case Number 10TW370, Warrant Number 59-11945360, type of tax - income, entered May 25, 2010 and docketed November 8, 2010 at 6:22 in the principal sum of $2,610.09.

State Tax Lien executed against John H. Perronne in favor of Department of Revenue, PO Box 8901, Madison, WI 53708, Sheboygan County Circuit Court Case Number 10TW375, Warrant Number 59-

PARCEL NO. 59282919365

Owner(s) of Record:
The Pond in the Falls, LLC, a Wisconsin Limited Liability Company, by virtue of a Quit Claim Deed dated September 27, 2007 and recorded on October 4, 2007 at 2:02 p.m. as Document Number 1831196. Affidavit of Correction dated October 3, 2008 and recorded on October 6, 2008 at 12:[illegible] p.m. as Document Number 1861959.

Property Address:
Vacant Land on County Road PP, Sheboygan Falls, WI 53085

Legal Description:
Part of the NW ¼ of the SW ¼ of Section 34, Town 15 North, Range 22 East, Town of Sheboygan Falls, Sheboygan County, Wisconsin described as follows:

Commencing at the West ¼ of said Section 34, thence S 88°-50'-17" E., 178.28 feet along the North line of said SW ¼; thence S 00°-32'-18" E., 49.84 feet to the south line of Stardust Lane and the point of beginning; thence S 79°-43'-33" E., 236.93 feet to the West line of C.T.H. "PP"; thence S 63°-09'-05" W., 218.65 feet along the West line of C.T.H. "PP"; thence 31.42 feet along a 20.00 foot radius northwesterly, the chord of which bears N 18°-09'-05" E. 28.28 feet; thence N 26°-50'-55" W. 27.18 feet; thence 55.45 feet along the arc of a curve having a 116.00 foot radius westerly, the chord of which bears N 13°-09'-18.5" W. 54.92 feet; thence N 00°-32'-18" E. 9.58 feet; thence 37.82 feet along the arc of a curve having a 27.00 foot radius southwesterly, the chord of which bears N 39°-35'-37.5" W. 34.81 feet of the point of beginning, containing 14,017 square feet or 0.322 acres.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against The Pond in the Falls LLC in favor of Acorn Loan Acquisition Venture III LP, 4675 MacArthur Court, Suite 1550, Newport Beach, CA 92660, Sheboygan County Circuit Court Case Number 12CV231, entered September 5, 2012 and docketed September 5, 2012 at 4:05 p.m. in the principal sum of $2,840,639.36 (no attorney listed).

Taxes:

Certificate No.:	1580
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	$614.12
Date Interest and Penalty Computed:	2/1/13

Other:
Right-of-Way Grant to Wisconsin Telephone Company, its successors and assigns, dated September 30, 1971 and recorded on November 2, 1971 at 11:41 a.m. in Volume 649 of Records, page 640/2, as Document Number 940776.

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5. Where parcel numbers do not continue in direct sequential order, those numbers were intentionally omitted because said property was redeemed prior to the filing of this list or said numbers were duplications or inadvertent omissions.

6. Interest and penalty on the principal sum of each tax lien listed above are charged at the rate of one percent (1%) per month (interest) and one-half percent (.5%) per month (penalty) from February 1st of the year of sale to the date of redemption.

7. All descriptions by Lot and Block numbers refer to plats and maps filed in the Office of the Register of Deeds of Sheboygan County, WI.

8. That no municipalities other than Sheboygan County have any right, title, or interest in the above-described lands or in the tax liens or in the proceeds thereof, except as stated herein.

9. That notice pursuant to Wis. Stat. § 75.521, is hereby given as follows:

NOTICE OF COMMENCEMENT OF PROCEEDING IN REM. TO FORECLOSE TAX LIENS BY SHEBOYGAN COUNTY

TAKE NOTICE that all persons having or claiming to have any right, title, or interest in or lien upon the real property described in the list of tax liens, Number Forty-Two, on file in the Office of the Clerk of the Circuit Court of Sheboygan County, dated February 29, 2016, and hereinabove set forth, are hereby notified that the filing of such list of tax liens in the Office of the Clerk of Circuit Court of Sheboygan County constitutes the commencement by said Sheboygan County of a special proceeding in the Circuit Court for Sheboygan County to foreclose the tax liens therein described by foreclosure proceeding *in rem.* and that a notice of the pendency of such proceeding against each piece or parcel of land therein described was filed in the Office of the Clerk of the Circuit Court on February 29, 2016. Such proceeding is brought against the real property herein described only and is to foreclose the tax liens described in such list. No personal judgment will be entered herein for such taxes, assessments, or other legal charges or any part thereof.

TAKE FURTHER NOTICE that all persons having or claiming to have any right, title, or interest in or lien upon the real property described in said list of tax liens are hereby notified that a certified copy of such list of tax liens has been posted in the Office of the County Treasurer of Sheboygan County and will remain posted for public inspection up to and including May 26, 2016, which date is hereby fixed as the last day for redemption.

(The rest of this page intentionally left blank.)

TAKE FURTHER NOTICE that any person having or claiming to have any right, title, or interest in or lien upon any such parcel may, on or before said May 26, 2016, redeem such delinquent tax liens by paying to the County Treasurer of Sheboygan County the amount of all such unpaid tax liens, and in addition thereto, all interest and penalties which have accrued on said unpaid tax liens, computed to and including the date of redemption, plus the reasonable costs that the county incurred to initiate the proceedings plus the person's share of the reasonable costs of publication under sub. (6).

SHEBOYGAN COUNTY

By: _____
LAURA HENNING-LORENZ
County Treasurer

(The rest of this page intentionally left blank.)

PETITION

SHEBOYGAN COUNTY petitions for judgment vesting title to each of said parcels of land in said Sheboygan County as of the date of entry of judgment and barring any and all claims whatsoever of the former owner or any person having any right, title, interest, claim, lien, or equity of redemption and any person claiming through and under the former owner since the date of filing this list of tax liens in the Office of the Clerk of the Circuit Court of Sheboygan County.

Dated this 29th day of February, 2016.

SHEBOYGAN COUNTY

By: Laura Henning-Lorenz
LAURA HENNING-LORENZ
County Treasurer

STATE OF WISCONSIN)
) ss:
SHEBOYGAN COUNTY)

LAURA HENNING-LORENZ, being first duly sworn, on oath says that she is the County Treasurer of Sheboygan County, Wisconsin, and that the foregoing list of tax liens and statements and data therein contained are true and correct according to the records of the Office of the County Treasurer.

Laura Henning-Lorenz
LAURA HENNING-LORENZ
County Treasurer

Subscribed and sworn to before me
this 29th day of February, 2016.

Dianne Hohenstern
Dianne Hohenstern, Notary Public
State of Wisconsin
My Commission expires January 8, 2017

DIANNE HOHENSTERN
NOTARY PUBLIC
STATE OF WISCONSIN

Office of the Corporation Counsel
SHEBOYGAN COUNTY
2124 Kohler Memorial Drive, Suite 110
Sheboygan, WI 53081-3174

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III

DIRECT REFERRAL TO FINANCE

Res. No. 160 - 15 - 16. By Alderperson Hammond. March 14, 2016.

A RESOLUTION authorizing the City of Sheboygan to enter into a contract for Tyler Content Manager Enterprise Upgrade for retention documents in a digital format

WHEREAS, the City utilizes MUNIS Tyler financials and payroll, and

WHEREAS, the City is moving toward retaining all records digitally versus retaining paper and recommends Tyler Content Manager for storage of all digital documents.

NOW, THEREFORE BE IT RESOLVED: That the City of Sheboygan is hereby authorized to enter into contract with Tyler Technologics for Content Manager Enterprise Upgrade at a cost of $75,949.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw orders on the General Fund Finance Department Account No. 10115100-642200-60340 in payment of same.

Finance

_____

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

II

4.4

R. O. No. 280- 15 - 16. By CITY CLERK. February 15, 2016.

Submitting a communication from Jason Armstrong, Taxpayer's Representative of Veolia ES Industrial Services, Inc., 2905 Paine Ave., Sheboygan, WI to request a refund of property taxes paid in error

Finance

City Clerk

FEB 1'16 AM11:10

Three Galleria Tower
13155 Noel Road
Suite 100
Dallas, Texas 75240
Main 972.934.0022
Fax 972.960.0613

www.ryan.com

Certified Mail #: 91 7199 9991 7034 5807 0068

January 27, 2016

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

Owner: Veolia ES Industrial Services, Inc.
Address: 2905 Paine Ave – Sheboygan, WI
Account #: 59281915270

To Whom It May Concern:

Please consider this letter our written request to refund property taxes paid in error for Veolia ES Industrial Services, Inc., ("Veolia") account 59281915270.

Whereas Wisconsin Sec. 41.35, "Recovery of unlawful taxes" states:

> ... "unlawful tax" means a general property tax with respect to which one or more errors specified in s. 74.33(1)(a) to (f) were made."

Wisconsin Sec. 74.33:

> "After the tax roll has been delivered to the treasurer of the taxation district under s. 74.03, the governing body of the taxation district may refund or rescind in whole or in part any general property tax shown in the tax roll, including agreed-upon interest, if:"
> ...
>
> 74.33(1)(d): "The property is not located in the taxation district for which the tax roll was prepared.
>
> 74.33(1)(e): A double assessment has been made.

All Veolia personal property was moved from 2905 Paine Ave, Sheboygan, WI to 635 Old Country Rd, Sheboygan Falls, WI prior to January 1, 2014. Though a request was made to have the account closed, an assessment was made and tax was erroneously paid for Tax Year 2014 in the amount of $17,154.95 and for Tax Year 2015 in the amount of $16,741.48.

Because the property was not located in the City of Sheboygan for 2014 and 2015, and property tax for this property was remitted to both Sheboygan and Sheboygan Falls, we respectfully request that the property tax erroneously paid on this account be refunded on the grounds of 74.33(1)(d), "The property is not located in the taxation district for which the tax roll was prepared", and 74.33(1)(e), "a double assessment has been made."

Included with this letter we have enclosed the following documentation:

- *The 2014 closed personal property return filed for account 59281915270 at 2905 Paine Ave., Sheboygan, WI*
- *The 2014 tax bill and proof of payment for account 59281915270*
- *The 2015 tax bill and proof of payment for account 59281915270*
- *The 2014 personal property return filed for transferred assets to 635 Old County Road, Sheboygan Falls, WI under account 59282926040*
- *The 2014 Sheboygan Falls tax bill and proof of payment for account 59282926040.*
- *The 2015 Sheboygan Falls personal property return filed for account 59282926040.*
- *The 2015 Sheboygan Falls tax bill and proof of payment for account 59282926040.*

Please call me at your earliest convenience to discuss this request for refund of unlawful taxes paid at 972.934.0022.

Respectfully,

Jason Armstrong
Taxpayer's Representative

Enclosures

STATEMENT OF AGENCY

Veolia Environnement North America Operations, Inc.
(and listed subsidiaries)

Hereby appoints ***Ryan, LLC*** as agent for the purpose of filing real estate and personal property statements, and/or assessment appeals, applications or petitions for review of valuation with all counties, appraisal districts and/or Assessment Appeal Boards, Boards of Review, or Boards of Equalization, appearing on our behalf before said Boards, examining any records, and discussing with the appropriate governmental authority the assessment of the property located at the following property:

SEE ATTACHED LIST

This property being owned by the undersigned incorporated in the State of _____. This agency shall remain in effect for tax years 2014, 2015, & 2016.

HENRY P. KARIUS
Name of Taxpayer

Hy P. Karius
Signature

ASSISTANT TREASURER
Title

23 JANUARY 2014
Date

Subscribed and sworn to before me this 23rd day of January, 2014.

Connie L. Suhr
Notary Public

CONNIE L. SUHR
Notary Public
State of Wisconsin

State of WISCONSIN.

My commission expires 8/17, 2017.

Veolia Environmental Services Subsidiaries

AET Services/VIV, LLC
Aetservices,VIV, LLC
Novink Printing USA Corp
Oil Equipment Properties-Richmond
ONYX Environmental Services, LLC
OSPC VIV, LLC
Payne Daniel E
Veolia ES Industrial Services, Inc.
Veolia ES Special Services, Inc.
Veolia ES Technical Solutions, LLC

Due Date Mar 1, 2014	**Prepared Statement of Personal Property** Subject to Assessment January 1, 2014	**2014**

Who must file: Every person, firm or corporation as defined in section 70.35 WI Statutes receiving from the assessor a return of personal property, must submit such return to the assessor on or before March 1. This return is confidential and is not available for public inspection.

Failure to file: If you fail to file, the assessor must estimate the value of your property using the best information available. In addition, you shall be denied any right of abatement by the board of review, under Section 70.35(4) WI Statutes.

Property owner (or in his/her charge as agent, consignee, or other representative capacity):

Veolia ES Industrial Services, Inc
3018 N Hwy 146
Baytown, TX 77520

- [ ] Sole proprietorship
- [ ] Partnership
- [x] Corporation
- [ ] LLC
- [ ] LLP

FEIN:
Account # 59281915270
Property addr: 2905 Paine Ave
Municipality: City of Sheboygan
County: Sheboygan

Business activity: See below

Status Change

- [x] Business moved out of municipality (indicate new address on right)
- [ ] Business sold (indicate new owner & address to the right)
- [ ] Business discontinued

Date business status changed:

New Owner

Name: Veolia ES Industrial Svcs, Inc
Address: 635 old County
City, ST, Zip: Sheboygan Falls, WI 53085
Phone:

Schedule A
Summary of Personal Property as of January 1, 2014

Schedule A is the summary of all taxable personal property from Schedules B through H. The total of the column titled 'Assessable Property' is your declaration of personal property subject to tax within this municipality. Do not write "SALY" for "Same as Last Year"; forms must be filed out completely. Note that Schedule D-1 (exempt computers, software, cash registers and single function fax machines) is excluded from the total assessable.

Property Description	Non-assessable Property	Assessable Property
Boats and other watercraft (Schedule B)		$ 0
Machinery, tools and patterns (Schedule C)		$ 0
Furniture, fixtures and office equipment (Schedule D)		$ 0
Exempt computers, software, single function faxes & cash registers (Schedule D-1)	$ 0	
Multifunction faxes, copiers, postage meters, phone systems, etc (Schedule D-2)		$ 0
Improvements on leased land (Schedule E)		$ 0
Supplies (Schedule G)		$ 0
Other personal property (Schedule H)		$
Total assessable (may not include all buildings on leased land if assessor has not determined value)		$ 0

I hereby declare all information given is true and correct for all the personal property for which I am subject to assessment and which was owned by me or held in my possession on January 1, 2014.

Owner's name (please print)		Preparer's name (if other than owner) (please print)	
Veolia ES Industrial Services Inc		Ryan LLC Attn: Brett Koch	
Owner's mailing address (if different than above)		Preparer's mailing address	
Veolia ES Industrial Services Inc. 3018 N Hwy 146, Baytown, TX 77520		13155 Noel Rd Ste 100 Dallas TX 75240	
Owner's signature	Date signed	Preparer's signature	Date signed
	2/27/2014		
Owner's phone number	Owner's fax number	Preparer's phone number	Preparer's fax number
713 307 2144	713 307 7680	972-934-6022	972-934-4939
Owner's email address		Preparer's email address	
cathy.berry@veoliaes.com Lara.Leman@veoliaes.com		brett.koch@ryan.com	

Return to:	If you have any questions about this form, please contact:
City Of Sheboygan Assessment Department 828 Center Ave Ste 302 Sheboygan, WI 53081	Department Of Assessment (920)459-3388

Schedule B
Boats and Other Watercraft

Schedule B is for reporting boats and other watercraft not exempt. See tables of Composite Useful Lives and Conversion Factors at www.revenue.wi.gov/report/p.html#personal to determine the correct declared value or leave the declared value blank and we will look up the value for you. If the schedule is prefilled with information from last year, draw a line through any items disposed of prior to January 1, 2014.

Year Asset Acquired	Description of Asset	Cost When Acquired	Useful Life (Years)	Declared Value on Jan 1, 2014

Use additional sheets of necessary — **Total declared value (enter here and on Schedule A)** | 0

Schedule C
Machinery, Tools and Patterns

Report all machinery and shop equipment. Take the costs shown from your accounting records. Any variation from information contained in your income tax return must be explained by letter or schedule. Summarize all assets by the year the asset was acquired. Assets owned on January 1, 2013 should be summarized in column 2. Assets owned on January 1, 2014 should be summarized in column 4.

Year Asset Acquired	*column 2* Total Original Installed Cost as of Jan 1, 2013 by Year Acquired	*column 3* Additions, Disposals and Transfers During 2013 (Full Cost When Acquired)	*col 2 + col 3 = column 4* Total Original Installed Cost as of Jan 1, 2014 by Year Acquired	*column 5* Conversion Factor (10 year)	*col 4 x col 5* Declared Value on Jan 1, 2014
2013	$0			0.925	
2012	$120,750			0.794	
2011	$112,732			0.688	
2010				0.585	
2009				0.497	
2008	$56,261			0.439	
2007	$400,462			0.377	
2006				0.333	
2005	$126,891			0.287	
2004				0.260	
Prior to '04	$679,222			0.137	

moved

Total declared value (enter here and on Schedule A) | 0

Schedule D
Furniture, Fixtures and Office Equipment

Report such assets as office, store and professional furniture, fixtures and equipment, business and professional libraries and other assets related to the sales and administration of your business. Original costs shown in columns 2 and 4 should include all costs of installation, freight, add-ons, and sales tax. Summarize all assets by the year the asset was acquired. Assets owned on January 1, 2013 should be summarized in column 2. Assets owned on January 1, 2014 should be summarized in column 4.

Year Asset Acquired	*column 2* Total Original Installed Cost as of Jan 1, 2013 by Year Acquired	*column 3* Additions, Disposals and Transfers During 2013 (Full Cost When Acquired)	*col 2 + col 3 = column 4* Total Original Installed Cost as of Jan 1, 2014 by Year Acquired	*column 5* Conversion Factor (10 year)	*col 4 x col 5* Declared Value on Jan 1, 2014
2013	$0			0.925	
2012				0.794	
2011				0.688	
2010				0.585	
2009				0.497	
2008				0.439	
2007				0.377	
2006				0.333	
2005				0.287	
2004				0.250	
Prior to '04				0.137	

Total declared value (enter here and on Schedule A) | 0

Schedule D-1

Exempt Computer Hardware, Software, Single Function Fax Machines, Cash Registers
Include Only Property that is Owned by You (Not Leased)

Do not report custom software. Report mainframe computers, minicomputers, personal computers, networked personal computers, servers, terminals, monitors, disk drives, electronic peripheral equipment, tape drives, printers, basic operational programs, systems software, prewritten software, ATMs, cash registers and single function fax machines. Summarize all assets by the year the asset was acquired. Assets owned on January 1, 2013 should be summarized in column 2. Assets owned on January 1, 2014 should be summarized in column 4.

Year Asset Acquired	*column 2* Total Original Installed Cost as of Jan 1, 2013 by Year Acquired	*column 3* Additions, Disposals and Transfers During 2013 (Full Cost When Acquired)	*col 2 + col 3 = column 4* Total Original Installed Cost as of Jan 1, 2014 by Year Acquired	*column 5* Conversion Factor (4 year)	*col 4 x col 5* Declared Value on Jan 1, 2014
2013	$0			0.813	
2012	$2,960			0.513	
2011	$4,574			0.327	
2010	$1,390	moved		0.204	
2009	$1,658			0.128	
2008				0.080	
2007	$4,053			0.050	
Prior to '07	$2,586			0.031	
				Total declared value (enter here and on Schedule A)	0

Note: Per Section 70.36(1M) Any person, firm or corporation that fails to include information on property that is exempt under Section 70.11(39) and (39m) on the report under Section 70.35 shall forfeit $10 for every $100 or major fraction thereof that is not reported.

Schedule D-2

Multifunction Fax Machines, Copiers, Postage Meters, Telephone Systems and Computerized Equipment

Report all multifunction fax machines, copiers, postage meters, telephone systems (PBXs) and equipment with embedded computerized components. Summarize all assets by the year the asset was acquired. Assets owned on January 1, 2013 should be summarized in column 2. Assets owned on January 1, 2014 should be summarized in column 4.

Year Asset Acquired	*column 2* Total Original Installed Cost as of Jan 1, 2013 by Year Acquired	*column 3* Additions, Disposals and Transfers During 2013 (Full Cost When Acquired)	*col 2 + col 3 = column 4* Total Original Installed Cost as of Jan 1, 2014 by Year Acquired	*column 5* Conversion Factor (6 year)	*col 4 x col 5* Declared Value on Jan 1, 2014
2013	$0			0.875	
2012				0.663	
2011				0.507	
2010				0.380	
2009				0.285	
2008				0.223	
Prior to '08				0.124	
				Total declared value (enter here and on Schedule A)	0

Schedule E

Improvements on Leased Land

Report buildings, structures and other improvements which you own, but which are located on land that you do not own. They will be valued in the same manner as improvements located on land that is owned by you.

Year Asset Acquired	Description of Building	Property Address	Value on Jan 1, 2014 (Determined by Assessor)
Use additional sheets if necessary		Total declared value (enter here and on Schedule A)	0

Schedule F
Leased Equipment (Property in Charge of But Not Owned)

Report all leased equipment such as business furniture, fixtures, equipment, machines, postage meters, tools, advertising devices and similar items loaned, leased, stored or otherwise held and not owned by you. Leased equipment will be assessed to the lessor (leasing company). Failure to report all leased equipment may trigger an audit to verify the accuracy of all information reported. Unlike all other schedules, the total value of all leased equipment is not reported on schedule A.

Name and Address of Leasing Company (Owner)	Lease Number	Type of Equipment	Year Installed	Full Value When Installed	Useful Life (Years)

Schedule G
Supplies

Report your supplies inventory. Supplies include items which are expensed, not subject to resale, but are necessary in the conduct of business, or are consumed in the operations of providing customer services. Supplies are items such as those used for selling and advertising, office, shipping, medical, dental, janitorial and cleaning, and any other supplies in your possession on January 1, 2014.

Total supplies inventory on Jan 1, 2014. Do not itemize. Enter here and on Schedule A.	Ø

Schedule H
All Other Personal Property, Leasehold Improvements, Signs, Billboards, Video Tapes, Logs and Forest Products, Other Improvements on Leased Land (Exempt), Forest Crop Land, or Managed Forest Land

Report all other leasehold improvements and other personal property not reported on a separate schedule. Leasehold improvements are any alterations, additions, or improvements, adding value, made by a tenant to leased or rented premises. Enter the total improvement cost in column 3. This schedule also includes logs and other forest products belonging to persons whose principal activity is not related to the buying, selling or manufacturing use of such property. Merchant's or manufacturing stock are exempt. Report improvements on leased land (exempt) and privately owned structures, billboards, or special taxed land. See tables of Composite Useful Lives and Conversion Factors at www.revenue.wi.gov/report/p.html#personal to determine the correct declared value or leave the declared value blank and we will look up the value for you. If the schedule is prefilled with information from last year, draw a line through any items disposed of prior to January 1, 2014.

Year Asset Acquired	Description of Asset	Cost When Acquired	Useful Life (Years)	Declared Value on Jan 1, 2014
Use additional sheets if necessary		Total declared value (enter here and on Schedule A)		Ø

Certified Mail #:

February 27, 2014

City of Sheboygan
Assessment Department
828 Center Ace, Ste 302
Sheboygan, WI 53081

Dear Assessor:

Owner: Veolia ES Industrial Services Inc.
Account #: 59281915270

Please find attached the 2014 Personal Property Schedule for the account referenced above.

Also, please begin sending all correspondence pertaining to these accounts to the following address of our new Tax Agents:

Ryan, LLC
Attn: Brett Koch
13155 Noel Rd, Ste. 100
Dallas, TX 75240

Thank you for your assistance and please call Brett Koch at 972.934.0022 if you have any questions.

Respectfully,

STATE OF WISCONSIN
PERSONAL PROPERTY TAX BILL FOR 2014
CITY OF SHEBOYGAN
SHEBOYGAN COUNTY

VEOLIA ES INDUSTRIAL SERVICES, INC
3018 N HIGHWAY 146

PROPERTY NUMBER:59281915270
Correspondence should refer to Property Number.

1585

Assessed Value Land	Ass'd Value Improve	Tot Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improve	Tot Est. Fair Mkt.	☐ A star in this box means unpaid prior year taxes.
		635,830	96.906			656,130	

TAXING JURISDICTION	2013 Est. State Aids Allocated Tax Dist	2014 Est. State Aids Allocated Tax Dist	2013 Net Tax	2014 Net Tax	% Tax Change
STATE			94.66	111.38	17.7
COUNTY	1563723	1607575	3043.05	3601.42	18.3
C-SHEBOYGAN	13146608	13295672	5163.38	6064.15	17.4
SCHL - 5271	51005863	51856061	5511.83	6866.58	24.6
TCDB 11	569396	719585	913.41	511.42	-44.0
TOTAL	66285590	67478893	14726.33	17154.95	16.5
Lottery & Gaming Credit					
Net Property Tax			14726.33	17154.95	16.5

NET PROPERTY TAX 17154.95

TOTAL DUE FOR FULL PAYMENT
PAY BY JANUARY 31, 2015
$17154.95

Warning: If not paid by due dates, installment option is lost and total tax is delinquent and subject to interest and, if applicable, penalty. Failure to pay on time. See Reverse

1st Installment by JANUARY 31, 2015	2nd Installment by JULY 31, 2015
17154.95	

School taxes reduced by school levy tax credit: 1175.83

IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.

Net Assessed Value Ratio (Does NOT reflect Lottery Credit): 26.9804214

2905 Paine Ave

VEOLIA ES INDUSTRIAL SERVICES, INC
3018 N HIGHWAY 146
BAYTOWN TX 77520-2665

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

RETAIN THIS PORTION AS YOUR COPY

TEAR OFF THIS STUB AND INCLUDE WITH FIRST INSTALLMENT PAYMENT

PERSONAL PROPERTY TAX BILL FOR 2014

AC109936

Please make all payments to the City of Sheboygan.

Property Number: 59281915270

Name: VEOLIA ES INDUSTRIAL SERVICES, INC
3018 N HIGHWAY 146
BAYTOWN TX 77520-2665

Pay 1st Installment - $17154.95
Or
Pay Full Payment - $17154.95
By January 31, 2015

Property Address: 2905 Paine Ave

Municipality/Location	Collection Dates	Times	Bank Collection Site In Person In Lobby Only	Bank Lobby Hours Tax Bill Must Accompany Payment
City of Sheboygan	In person payments should be made at 1 of the 4 Community Bank & Trust lobby locations		Community Bank & Trust Lobby 4210 Highway 42, Sheboygan 655 S Taylor Drive, Sheboygan 604 N 8th Street, Sheboygan 3220 S Business Drive, Sheboygan	Lobby hours: Mon-Thurs 9-5, Fri 9-6 and Sat 9-Noon, 8th St closed Sat. Closed at Noon 12/24, all day 12/25 & 1/01, Closed at 5:00 12/31 & Open 1/19.

Online Payments: Visit www.sheboyganwi.gov - Click on property tax payment options banner on homepage. Service Fees will apply.
Drop Box: City Hall, 828 Center Avenue, Sheboygan, WI 53081. Box located at the front door to the building.
Dates Municipality Closed: NA
Other Drop Off Site: None
Telephone: 920-459-0292 Tax payment information online at www.sheboyganwi.gov. Click on property tax payment options.

Warning: If not paid by due dates, installment option is lost and total tax is delinquent and subject to interest and applicable penalty. (See Reverse)

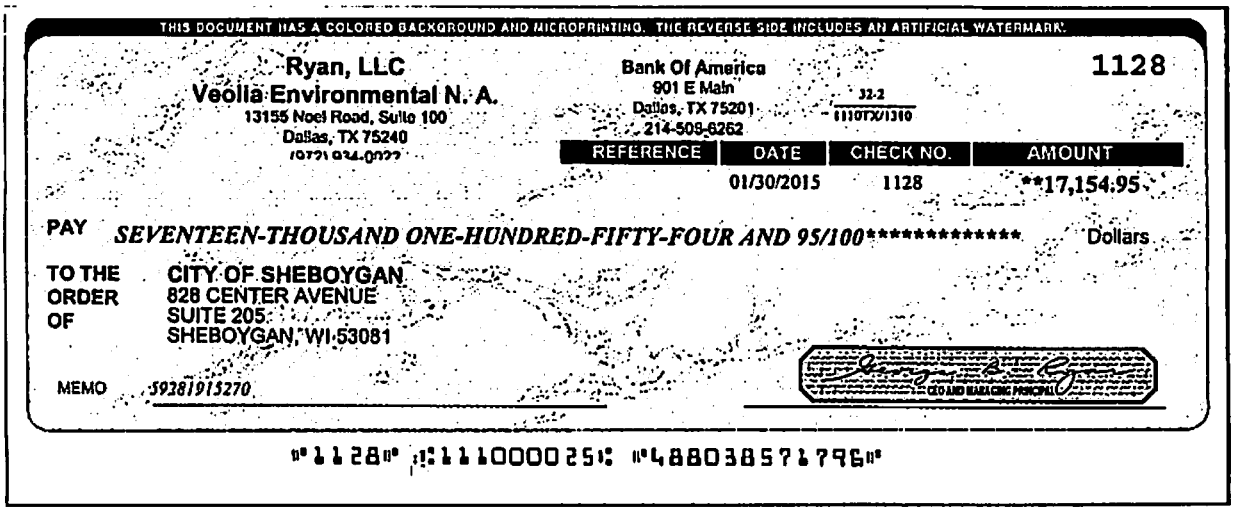
Make check payable and mail to:

City of Sheboygan
828 Center Ave, Suite 205
Sheboygan WI 53081

Amount: $17,154.95 Sequence Number: 5192269608

Account: 488038571796 Capture Date: 02/04/2015

Bank Number: Check Number: 1128



THIS DOCUMENT HAS A COLORED BACKGROUND AND MICROPRINTING. THE REVERSE SIDE INCLUDES AN ARTIFICIAL WATERMARK.

Ryan, LLC
Veolia Environmental N. A.
13155 Noel Road, Suite 100
Dallas, TX 75240
(972) 934-0022

Bank Of America
901 E Main
Dallas, TX 75201
214-508-6262

32-2
811070/1310

1128

REFERENCE	DATE	CHECK NO.	AMOUNT
	01/30/2015	1128	**17,154.95

PAY *SEVENTEEN-THOUSAND ONE-HUNDRED-FIFTY-FOUR AND 95/100**********

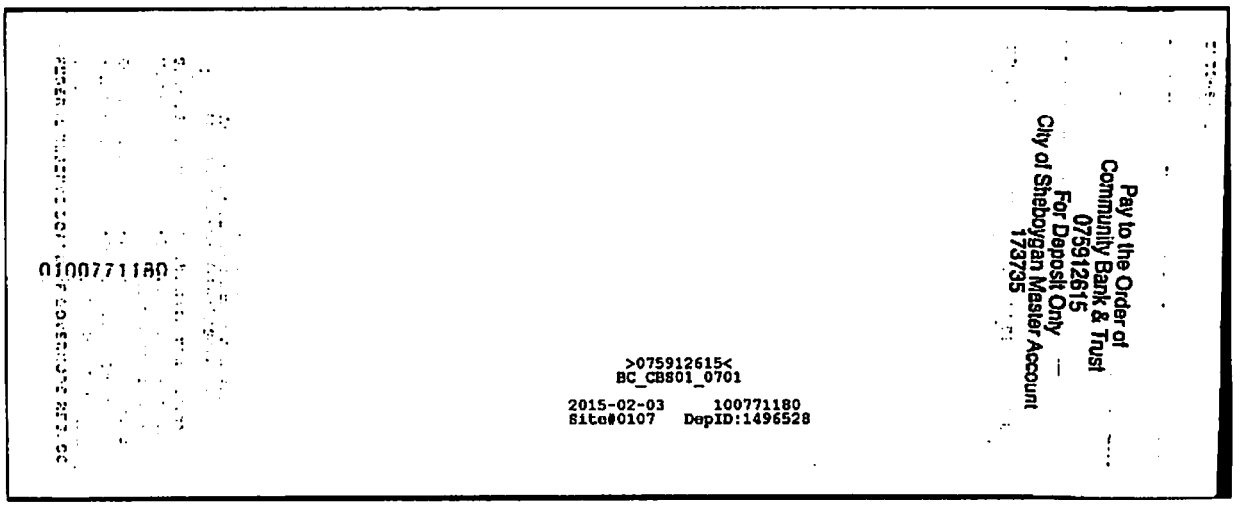
Dollars

TO THE ORDER OF
CITY OF SHEBOYGAN
828 CENTER AVENUE
SUITE 205
SHEBOYGAN, WI 53081

MEMO 59281915270

CEO AND MANAGING PRINCIPAL

⑈1128⑈ ⑆111000025⑆ ⑈488038571796⑈



0100771180

Pay to the Order of
Community Bank & Trust
075912615
For Deposit Only
City of Sheboygan Master Account
173735

>075912615<
BC_CB801_0701

2015-02-03 100771180
Site#0107 DepID:1496528

STATE OF WISCONSIN
PERSONAL PROPERTY TAX BILL FOR 2015
CITY OF SHEBOYGAN
SHEBOYGAN COUNTY

VEOLIA ES INDUSTRIAL SERVICES, INC
3018 N HIGHWAY 146

PROPERTY NUMBER:59281915270
Correspondence should refer to Property Number.

1592

Assessed Value Land	Ass'd Value Improve	Tot Assessed Value	Ave Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improve	Tot Est. Fair Mkt.	☐ A star in this box means unpaid prior year taxes.
		644,700	99.564			647,520	

TAXING JURISDICTION	2014 Est. State Aids Allocated Tax Dist	2015 Est. State Aids Allocated Tax Dist	2014 Net Tax	2015 Net Tax	% Tax Change
STATE			111.38	109.84	-1.4
COUNTY	1607575	1536231	3601.42	3640.53	1.1
C-SHEBOYGAN	13295672	13211594	6064.15	6121.97	1.0
SCHL - 5271	51856061	53454830	6866.58	6350.45	-7.5
TCDB 11	719585	2850205	511.42	518.69	1.4
TOTAL	67478893	71052860	17154.95	16741.48	-2.4
		Lottery & Gaming Credit			
		Net Property Tax	17154.95	16741.48	-2.4

NET PROPERTY TAX 16741.48

TOTAL DUE FOR FULL PAYMENT
PAY BY JANUARY 31, 2016
$16741.48

Warning: If not paid by due dates, installment option is lost and total tax is delinquent and subject to interest and, if applicable, penalty. Failure to pay on time. See Reverse

1st Installment by JANUARY 31, 2016	2nd Installment by JULY 31, 2016
16741.48	

School taxes reduced by school levy tax credit: 1351.61

IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.

Net Assessed Value Rate (Does NOT reflect Lottery Credit): 25.9678587

2905 PAINE AVE

VEOLIA ES INDUSTRIAL SERVICES, INC
3018 N HIGHWAY 146
BAYTOWN TX 77520-2665

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

RETAIN THIS PORTION AS YOUR COPY

TEAR HERE TEAR HERE

TEAR OFF THIS STUB AND INCLUDE WITH FIRST INSTALLMENT PAYMENT

PERSONAL PROPERTY TAX BILL FOR 2015

AC109936

Please make all payments to the City of Sheboygan.

Property Number: 59281915270

Name: VEOLIA ES INDUSTRIAL SERVICES, INC
3018 N HIGHWAY 146
BAYTOWN TX 77520-2665

Pay 1st Installment - **$16741.48**
Or
Pay Full Payment - **$16741.48**
By January 31, 2016

Property Address: 2905 PAINE AVE

Municipality/Location	Collection Dates	Times	Bank Collection Site In Person In Lobby Only	Bank Lobby Hours Tax Bill Must Accompany Payment
City of Sheboygan	In person payments should be made at 1 of the 4 Wisconsin Bank & Trust lobby locations.		Wisconsin Bank & Trust Lobby 4210 Highway 42, Sheboygan 655 S Taylor Drive, Sheboygan 604 N 8th Street, Sheboygan 3220 S Business Drive, Sheboygan	Lobby hours: Bring tax bill and payment. Mon-Fri 9:00 AM - 5:00 PM Closed at Noon 12/24, all day 11/26, 12/25, 1/01, & 1/18.

Online Payments: Visit www.sheboyganwi.gov - Click on property tax payment options banner on homepage. Service Fees will apply.
Drop Box: City Hall, 828 Center Avenue, Sheboygan, WI 53081. Box located at the front door to the building.
Dates Municipality Closed: NA
Other Drop Off Site: None
Telephone: 920-459-0292 Tax payment information online at www.sheboyganwi.gov. Click on property tax payment options.

Warning: If not paid by due dates, installment option is lost and total tax is delinquent and subject to interest and applicable penalty. (See Reverse)

Make check payable and mail to:

City of Sheboygan
828 Center Ave, Suite 205
Sheboygan WI 53081

City of Sheboygan
828 Center Ave, Suite 205
Sheboygan WI 53081

PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE
PAID ONE OUNCE
SHEBOYGAN, WI
PERMIT NO. 116

FIRST CLASS MAIL

ADDRESS SERVICE REQUESTED

VEOLIA ES INDUSTRIAL SERVICES, INC
3018 N HIGHWAY 146
BAYTOWN TX 77520-2665

IMPORTANT
SEE COUNTY BUDGET GRAPHS INSIDE (County Portion of Tax Bill Only)

TAX STATEMENT

0008 019
0051

THIS DOCUMENT HAS A COLORED BACKGROUND AND MICROPRINTING. THE REVERSE SIDE INCLUDES AN ARTIFICIAL WATERMARK.

Ryan, LLC
Veolia Environmental N. A.
13155 Noel Road, Suite 100
Dallas, TX 75240
(972) 934-0022

Bank Of America
901 E Main
Dallas, TX 75201
214-508-6262

32-2
1110TX/1310

1333

REFERENCE	DATE	CHECK NO.	AMOUNT
	01/26/2016	1333	**16,741.48

PAY *SIXTEEN-THOUSAND SEVEN-HUNDRED-FORTY-ONE AND 48/100********** Dollars

TO THE ORDER OF
City of Sheboygan
828 Center Ave
Suite 2015
Sheboygan, WI 53081

MEMO *Acct: 59281915270*

CEO AND MANAGING PRINCIPAL

⑈1333⑈ ⑆111000025⑆ ⑈4880385?796⑈

Ryan, LLC **1333**

INVOICE NUMBER	DESCRIPTION	AMOUNT	DISCOUNT TAKEN	NET AMOUNT

CHECK DATE	CHECK NUMBER	PAYEE NAME	TOTAL AMOUNT	DISCOUNT	CHECK AMOUNT
01/26/2016	1333	City of Sheboygan			**16,741.48

Ryan, LLC **1333**

INVOICE NUMBER	DESCRIPTION	AMOUNT	DISCOUNT TAKEN	NET AMOUNT

CHECK DATE	CHECK NUMBER	PAYEE NAME	TOTAL AMOUNT	DISCOUNT	CHECK AMOUNT
01/26/2016	1333	City of Sheboygan			**16,741.48

DUE DATE	STATEMENT OF PERSONAL PROPERTY	2014
March 1, 2014	Subject to Assessment January 1, 2014	

Who Must File? Every person, firm, or corporation as defined in Section 70.35 Wis. Statutes receiving from the assessor a return of personal property, must submit the return to the assessor on or before March 1. This return is confidential and is not available for public inspection.

Failure to File: If you fail to file, the assessor must estimate the value of your property using the best information available. In addition, you shall be denied any right of abatement by the board of review, under Section 70.35(4), Wis. Statutes.

Property Owner: (or in charge as agent, consignee, or other representative capacity)

Veolia ES Industrial Services Inc.
c/o Ryan, LLC Attn: Brett Koch
13155 Noel Rd, Ste 100 - Dallas, TX 75240

FOR ASSISTANCE IN COMPLETING THIS FORM, YOU MAY CONTACT THE ASSESSOR.

☐ Town
☐ Village of
☒ City
Sheboygan Falls

County of Sheboygan

School District | TID #

Assessor
Accurate Appraisal LLC
PO BOX 415
Menasha, WI 54942

Account Number New 2014
Property Address 635 Old County PP
Sheboygan Falls, WI 53085
Engaged in Business of services
☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ LLC ☐ LLP
FEIN #

New Owner Name
Situs Address
Mailing Address
City, State, Zip
Phone No. ( )

Type of Change ☐ Discontinued ☐ Sold ☐ Incorporated ☐ Moved
Date of Change

Schedule A
SUMMARY OF PERSONAL PROPERTY AS OF JANUARY 1, 2014

Schedule A is the summary of all taxable personal property from Schedules B through H. The total of column 3 is your declaration of personal ... e "SALY" for Same As Last Year; forms must be filled out completely. Note that ... h registers and single-function fax machines, is excluded from TOTAL ASSESSABLE.

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com
OFFICIAL USE
Postage $
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
2/27
Postmark Here
Tot
Accurate Appraisal, LLC
P.O. Box 415
Menasha, WI 54942
Sent
Stree or PO City, S
PS Form 3800, August 2006 See Reverse for Instructions

	Column 2 Subtotals	Column 3 Totals	CODE	Column 4 LEAVE BLANK
			1	
		432,450	2	
no Systems (from Sch. D-2)				
		432,450	3	
Sch. F)				
	10750			
		10750	4A	
			4B	
11)		443200		
ule D-1)	3716			
PA-003 →				

I hereby declare all information given is true and correct for all the personal property for which I am subject to assessment and which was owned by me or held in my possession on January 1, 2014.

Owner's Name (please print)	Signature & Date	Preparer's Name (please print)	Signature & Date
Veolia ES Industrial Services Inc.	Lara Leman 12/22/14	c/o Ryan LLC, Attn: Brett Koch	
Owner's Full Address		Preparer's Full Address	
3018 N Hwy 146, Baytown TX 77520		13155 Noel Rd, Ste 100 - Dallas, TX 75240	
Owner's Phone Number	Fax Number	Preparer's Phone Number	Fax Number
(713) 307-2144	713-307-7680	(972) 934.0022	972.934.4939
E-mail		E-mail	
Lara.Leman@veoliaes.com		brett.koch@ryan.com	

PA-003 (R. 10-13) Wisconsin Department of Revenue

7010 1060 0002 3648 2453

Schedule B
BOATS AND WATERCRAFT

Schedule B is for reporting boats and watercraft not exempt. *Composite Conversion Factors* and a table of *Composite Useful Lives* on various equipment can be found at www.revenue.wi.gov/report/p.html#personal.

Column 1 Property Description	*Column 2* Year Acquired	*Column 3* Cost When Acquired	*Column 4* Conversion Factor	*Column 5* Declared Value January 1	*Column 6* LEAVE BLANK
NA					
Total Declared Value					

Use additional sheets if necessary.

Enter Col. 5 Total on Sch. A, Line 1, Col. 3

Schedule C
MACHINERY, TOOLS AND PATTERNS

Report all machinery and shop equipment. Take the costs shown from your accounting records. Any variation from information contained in your income tax return must be explained by letter or schedule. Summarize the original asset costs by acquisition year as of January 1 of last year. Enter these costs in column 2. Enter any additions or deletions by acquisition year in column 3.

Column 1 Year Assets Acquired	*Column 2* Total Original Installed Cost as of January 1, 2013	*Column 3* Additions, Disposals, and Transfers at Cost Since Jan. 1, 2013	*Column 4* Net Total Original Installed Cost as of Jan. 1, 2014 *(Column 2 +/- Column 3)*	*Column 5* Conversion Factor 10 yr.	*Column 6* Indexed Net Value (Full Value) on January 1, 2014 *(Column 4 x Column 5)*	*Column 7* LEAVE BLANK
2013	See Attached			.925		
2012				.794		
2011				.688		
2010				.585		
2009				.497		
2008				.439		
2007				.377		
2006				.333		
2005				.287		
2004				.250		
Prior to '04				.137		
Totals						

Enter Col. 6 Total on Sch. A, Line 2, Col. 3

Schedule D
FURNITURE, FIXTURES AND OFFICE EQUIPMENT

Report such assets as office, store and professional furniture, fixtures and equipment, business and professional libraries, and other assets related to the sales and administration of your business. Original Cost per column 4, Schedule D should contain all costs of installation and freight, add-ons, and sales tax.

Column 1 Year Assets Acquired	*Column 2* Total Original Installed Cost as of January 1, 2013	*Column 3* Additions, Disposals, and Transfers at Cost Since Jan. 1, 2013	*Column 4* Net Total Original Installed Cost as of Jan. 1, 2014 *(Column 2 +/- Column 3)*	*Column 5* Conversion Factor 10 yr.	*Column 6* Indexed Net Value (Full Value) on January 1, 2014 *(Column 4 x Column 5)*	*Column 7* LEAVE BLANK
2013				.925		
2012	N/A			.794		
2011				.688		
2010				.585		
2009				.497		
2008				.439		
2007				.377		
2006				.333		
2005				.287		
2004				.250		
Prior to '04				.137		
Totals						

Enter Col. 6 Total on Sch. A, Line 3, Col. 2

Schedule D-1
EXEMPT COMPUTER EQUIPMENT AND SOFTWARE (OWNED), CASH REGISTERS & SINGLE FUNCTION FAX MACHINES

Do Not Report Custom Software. Report mainframe computers, minicomputers, personal computers, networked personal computers, servers, terminals, monitors, disk drives, electronic peripheral equipment, tape drives, printers, basic operational programs, systems software, prewritten software, ATMs, cash registers, and single function fax machines.

Column 1 Year Assets Acquired	*Column 2* Total Original Installed Cost as of January 1, 2013	*Column 3* Additions, Disposals, and Transfers at Cost Since Jan. 1, 2013	*Column 4* Net Total Original Installed Cost as of Jan. 1, 2014 *(column 2 +/- column 3)*	*Column 5* Conversion Factors 4 yr.	*Column 6* Indexed Net Value (Full Value) on January 1, 2014 *(Column 4 x Column 5)*	*Column 7* LEAVE BLANK
2013				.813		
2012	See Attached			.513		
2011				.327		
2010				.204		
2009				.128		
2008				.080		
2007				.050		
Prior to '07				.031		
Totals						

Total leased equipment from Schedule F, Column 7 .....

Combined Totals

Enter Col. 6 Total on Sch. A, Line 4, Col. 2

NOTE: Per Section 70.36(1m) Any person, firm or corporation that fails to include information on property that is exempt under s. 70.11(39) and (39m) on the report under s. 70.35 shall forfeit $10 for every $100 or major fraction thereof that is not reported.

Schedule D-2
MULTIFUNCTION FAXES, COPIERS, POSTAGE METERS, AND TELEPHONE SYSTEMS, AND COMPUTERIZED EQUIPMENT

Report all multifunction fax machines, copiers, postage meters, telephone systems (PBXs), and equipment with embedded computerized components.

Column 1 Year Assets Acquired	*Column 2* Total Original Installed Cost as of January 1, 2013	*Column 3* Additions, Disposals, and Transfers at Cost Since Jan. 1, 2013	*Column 4* Net Total Original Installed Cost as of Jan. 1, 2014 *(column 2 +/- column 3)*	*Column 5* Conversion Factors 6 yr.	*Column 6* Indexed Net Value (Full Value) on January 1, 2014 *(Column 4 x Column 5)*	*Column 7* LEAVE BLANK
2013				.875		
2012	NA			.663		
2011				.507		
2010				.380		
2009				.285		
2008				.223		
Prior to '08				.124		
Totals						

Enter Col. 6 Total on Sch. A, Line 5, Col. 2

Schedule E
BUILDINGS ON LEASED LAND

Report buildings, structures, and other improvements which you own, but which are located on land that you do not own. They will be valued in the same manner as improvements located on land that is owned by you. Enter your opinion of value in column 4.

Column 1 Property Description	*Column 2* Year Acquired	*Column 3* Cost When Acquired	*Column 4* Declared Value January 1	*Column 5* LEAVE BLANK
NA				
Total Declared Value				

Enter Col. 4 Total on Sch. A, Line 11, Col. 3

Schedule F
LEASED EQUIPMENT (Property In Charge of But Not Owned)

Report all leased equipment such as business furniture, fixtures, equipment, machines, postage meters, tools, or advertising devices and similar items loaned, leased, stored or otherwise held and not owned by you. These items may or may not be assessed to you. Frequently, leases state whether the owner or the lessee is responsible for the personal property taxes. *Composite Conversion Factors* and a table of *Composite Useful Lives* on various equipment can be found at www.revenue.wi.gov/report/p.html#personal. Factors for computer equipment can be found on Schedule D-1.

Column 1 Name and Address of Leasing Company*	*Column 2* Type of Equipment and Lease No.	*Column 3* Gross Annual Rent	*Column 4* Year Installed	*Column 5* Original Cost	*Column 6* Indexed Value Taxable Equipment	*Column 7* Indexed Value Computer	*Column 8* LEAVE BLANK
NA							
				Totals			

* Leasing Companies: To avoid duplication of assessment, provide the same information requested on this schedule including name and location of lessees.

Enter Col. 6 Total on Sch. A, Line 7, Col. 2

Enter Col. 7 Total on Sch. D-1 on page 3, near bottom of Col. 6

Schedule G
SUPPLIES

Report your supplies inventory. Supplies include items which are expensed, not subject to resale, but are necessary in the conduct of business, are consumed in the operations of providing customer services. Supplies are items such as those used for selling and advertising, office, shipping, medical, dental, janitorial and cleaning, in your possession on January 1.

January 1, 2014 Supplies Inventory	$ 10,750

Enter amount on Sch. A, Line 8, Col. 2

Schedule H
ALL OTHER PERSONAL PROPERTY, LEASEHOLD IMPROVEMENTS, SIGNS, BILLBOARDS, VIDEO TAPES, LOGS & FOREST PRODUCTS, OTHER IMPROVEMENTS ON LEASED LAND (EXEMPT), FOREST CROP LAND, OR MANAGED FOREST LAND

Report all leasehold improvements and other personal property not reported on a separate schedule. Leasehold improvements are any alterations, additions, or improvements, adding value, made by a tenant to leased or rented premises. Enter the total improvement cost in column 3. This schedule also includes logs and other forest products belonging to persons whose principal activity is not related to the buying, selling or manufacturing use of such property. Merchant's or manufacturing stock are exempt. Report improvements on leased land (exempt) and privately owned structures, billboards, or special taxed land. *Composite Conversion Factors* and a table of *Composite Useful Lives* on various equipment can be found at www.revenue.wi.gov/report/p.html#personal.

Column 1 Year Acquired	*Column 2* Property Description	*Column 3* Cost When Acquired	*Column 4* Conversion Factor	*Column 5* Declared Value January 1	*Column 6* LEAVE BLANK
	NA				
Total					

Use additional sheets if necessary.

Enter Col. 5 Total on Sch. A, Line 9, Col. 2

Please provide the following lease provisions:

1) Term: From (MM/YR) _____ To (MM/YR) _____

2) Square foot of leased area _____ S.F.

3) Annual Rental $ _____ Percentage Rental _____ %

4) Rent Includes *(check any that apply)*: ☐ Electric ☐ Heat ☐ Real Estate Taxes ☐ Parking ☐ Common Area Maintenance ☐ Other *(describe)* _____

Veolia ES Industrial Services, Inc.
635 Old County PP - Sheboygan Falls, WI 53085
Account #: New 2014

2014 Depreciation Schedule				
2014 Class	Acq Year	Total	% Good	Declared Value
Sch C: M&E	2012	120,750	79.40%	95,876
	2011	112,732	68.80%	77,559
	2008	56,261	43.90%	24,699
	2007	400,463	37.70%	150,974
	2002	171,001	13.70%	23,427
	2000	15,000	13.70%	2,055
	1998	251,151	13.70%	34,408
	1997	11,867	13.70%	1,626
	1996	43,854	13.70%	6,008
	1990	115,462	13.70%	15,818
Sch C: M&E Total		1,298,540		432,450
Sch D1: Comps	2012	2,960	51.30%	1,519
	2011	4,574	32.70%	1,496
	2010	1,390	20.40%	284
	2009	1,057	12.80%	135
	2007	4,053	5.00%	203
	2006	2,586	3.10%	80
Sch D1: Comps Total		16,621		3,716
Sheboygan Falls Total		1,315,161		436,166

Veolia ES Industrial Services, Inc.
635 Old County PP - Sheboygan Falls, WI 53085
Account #: New 2014

2014 Detailed Asset List						
Oper Unit	2014 City	Asset ID	Descr	2014 Class	acq year	Sum Cost
31003	Sheboygan Falls	7738	HP SB 6560B LAPTOP	Sch D1: Comps	2012	1,480
31003	Sheboygan Falls	7735	HP SB 6560B LAPTOP	Sch D1: Comps	2012	1,480
31003	Sheboygan Falls	7067	HP SB 6450B Laptop	Sch D1: Comps	2011	1,832
31003	Sheboygan Falls	7283	HP SB 2560P Laptop	Sch D1: Comps	2011	1,564
31003	Sheboygan Falls	7164	HP SB 6005 Desktop	Sch D1: Comps	2011	1,178
31003	Sheboygan Falls	6858	HP6005 E Desktop	Sch D1: Comps	2010	695
31003	Sheboygan Falls	6859	HP 6005 E Desktop	Sch D1: Comps	2010	695
31003	Sheboygan Falls	6373	Desktop Workstation 10565	Sch D1: Comps	2009	1,057
31003	Sheboygan Falls	6172	HP 6710B T7300 Laptop	Sch D1: Comps	2007	2,026
31003	Sheboygan Falls	6173	HP 6710B T7300 Laptop	Sch D1: Comps	2007	2,026
31003	Sheboygan Falls	6082	LAPTOP COMPUTER	Sch D1: Comps	2006	2,586
31003	Sheboygan Falls	7797	2012 BALZER VAC AND INJ UNIT	Sch C: M&E	2012	120,750
31003	Sheboygan Falls	6983	Refurb Unit 912075	Sch C: M&E	2011	88,628
31003	Sheboygan Falls	7110	Refurb Unit 912075 Presvac	Sch C: M&E	2011	24,104
31003	Sheboygan Falls	6178	Terragator Refurb Unit 912014	Sch C: M&E	2008	56,261
31003	Sheboygan Falls	6170	Terragator	Sch C: M&E	2007	315,941
31003	Sheboygan Falls	6174	2000 JHC WET VAC	Sch C: M&E	2007	84,522
31003	Sheboygan Falls	1711	CAMERA TRUCK W/ EXP. PROOF CAM	Sch C: M&E	2002	138,789
31003	Sheboygan Falls	6143	1990 NATIONAL CRANE ON IHC CHA	Sch C: M&E	2002	32,212
31003	Sheboygan Falls	6063	5500 GALLON AG TYPE LIQUID WAS	Sch C: M&E	2000	15,000
31003	Sheboygan Falls	6062	WHEEL LOADER/JOHN DEERE/844G/1	Sch C: M&E	1998	189,215
31003	Sheboygan Falls	6044	98 MODEL 2060 MUSTANG SKIDSTEE	Sch C: M&E	1998	30,461
31003	Sheboygan Falls	6045	GEHL 1330 SCAVENGER SPREADER/8	Sch C: M&E	1998	22,181
31003	Sheboygan Falls	6042	INJECTION TOOL BAR FOR H112014	Sch C: M&E	1998	9,294
31003	Sheboygan Falls	6035	30YD/RO/CAN MACHINE/22244/N/RA	Sch C: M&E	1997	5,934
31003	Sheboygan Falls	6036	30YD/RO/CAN MACHINE/22245/N/RA	Sch C: M&E	1997	5,934
31003	Sheboygan Falls	6027	AG-GATOR/3004/1980/U/ /3001020	Sch C: M&E	1996	29,000
31003	Sheboygan Falls	6034	GORMAN RUPP PUMP /U/CZ-4039D	Sch C: M&E	1996	9,231
31003	Sheboygan Falls	6033	INJECTION SYSTEM/BRILLION/1998	Sch C: M&E	1996	6,623
31003	Sheboygan Falls	6043	WHEEL LOADER--JOHN DEERE	Sch C: M&E	1990	115,462

Certified Mail #: 7010 1060 0002 3648 2453

February 27, 2014

Accurate Appraisal LLC
PO BOX 415
Menasha, WI 54942

Dear Assessor:

Owner: Veolia ES Industrial Services Inc.
Location: 635 Old Country Rd – Sheboygan Falls, WI
Account #: New 2014

Please find attached the 2014 Personal Property Schedule for the account referenced above.

Also, please begin sending all correspondence pertaining to these accounts to the following address of our new Tax Agents:

Ryan, LLC
Attn: Brett Koch
13155 Noel Rd, Ste. 100
Dallas, TX 75240

Thank you for your assistance and please call Brett Koch at 972.934.0022 if you have any questions.

Respectfully,

STATE OF WISCONSIN

PERSONAL PROPERTY TAX BILL FOR 2014

CITY OF SHEBOYGAN FALLS
SHEBOYGAN COUNTY

VEOLIA ES INDUSTRIAL SERVICE INC
ATTN RUAN LLC BRETT KOCH

PROPERTY NUMBER: 59282926040
Correspondence should refer to Property Number.

12

Assessed Value Land	Ass'd Value Improve	Tot Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improve	Tot Est. Fair Mkt.
		443,200	104.587			423,840

☐ A star in this box mea unpaid prior year taxe

TAXING JURISDICTION	2013 Est. State Aids Allocated Tax Dist	2014 Est. State Aids Allocated Tax Dist	2013 Net Tax	2014 Net Tax	% Tax Change
STATE				71.98	
COUNTY		381799		2327.39	
C-SHEB. FALLS		728194		2714.47	
SCHL - 5278		7435533		3789.50	
TCDB 11		170901		330.50	
TOTAL		8716427		9233.84	
		Lottery & Gaming Credit			
		Net Property Tax		9233.84	100.0

NET PROPERTY TAX 9233.84

TOTAL DUE FOR FULL PAYMEI
PAY BY JANUARY 31, 2015

$9233.84

Warning: If not paid by due dates, installm option is lost and total tax is delinquent and subject to interest and, if applicable, penalty Failure to pay on time. See Reverso

School taxes reduced by school levy tax credit 675.56

IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.

Net Assessed Value Rate (Does NOT reflect Lottery Credit)
20.8344751

635 OLD COUNTY RD

1st Installment by JANUARY 31, 2015	2nd Installment by JULY 31, 2015
9233.84	

VEOLIA ES INDUSTRIAL SERVICE INC
ATTN RUAN LLC BRETT KOCH
13155 NOEL RD STE 100
DALLAS TX 75240-5050

SEE REVERSE SIDE FOR IMPORTANT INFORMATIO

RETAIN THIS PORTION AS YOUR COP'

TEAR HERE TEAR HERE

TEAR OFF THIS STUB AND INCLUDE WITH FIRST INSTALLMENT PAYMENT

PERSONAL PROPERTY TAX BILL FOR 2014

AC111415

Please make all payments to the City of Sheboygan Falls.

Property Number: 59282926040

Name: VEOLIA ES INDUSTRIAL SERVICE INC
ATTN RUAN LLC BRETT KOCH
13155 NOEL RD STE 100
DALLAS TX 75240-5050

Property Address: 636 OLD COUNTY RD

Pay 1st Installment - $9233.84
Or
Pay Full Payment - $9233.84
By January 31, 2015

Municipality/Location	Collection Dates	Times	Bank Collection Site In Person In Lobby Only	Bank Lobby Hours Tax Bill Must Accompany Paymer
City of Sheboygan Falls Temporary City Hall 308 Buffalo Street Sheboygan Falls (across street from YMCA)	Mon - Fri	Noon-4:00	Community Bank & Trust Lobby 1160 Fond du Lac Avenue Sheboygan Falls	Lobby hours: Mon-Thurs 9-5, Fri 9-6 and Sat 9-Noon, 8th St closed Sat. Closed at Noon 12/24, all day 12/25 & 1/01. Closed at 5:00 12/31 & Open 1/

Other Drop Off Site: None
Drop Box: Municipal building parking lot, east Exit, 375 Buffalo Street
Dates Municipality Closed: 12/24, 12/25, 12/31,& 1/01.
Online Payments: No
Telephone: 920-467-7900 Ext. 111

Warning: If not paid by due dates, installment option is lost and total tax is delinquent and subject to interest and applicable penalty. (See Reverse)

Make check payable and mail to:

City of Sheboygan Falls
Joel J Tauschek, Treasurer
375 Buffalo St, PO Box 186
Sheboygan Falls WI 53085

Amount: $9,233.84 Sequence Number: 9692106075

Account: 488038571796 Capture Date: 02/05/2015

Bank Number: Check Number: 1129

THIS DOCUMENT HAS A COLORED BACKGROUND AND MICROPRINTING. THE REVERSE SIDE INCLUDES ANTI-ALTERATION FEATURES.

Ryan, LLC
Veolia Environmental N. A.
13155 Noel Road, Suite 100
Dallas, TX 75240
(972) 934-0100

Bank Of America
901 E Main
Dallas, TX 75201
214-508-6262

32-2
1110TX/1310

1129

REFERENCE	DATE	CHECK NO.	AMOUNT
	01/30/2015	1129	**9,233.84

PAY *NINE-THOUSAND TWO-HUNDRED-THIRTY-THREE AND 84/100**********

Dollars

TO THE ORDER OF
CITY OF SHEBOYGAN FALLS
375 BUFFALO STREET
PO BOX 186
SHEBOYGAN FALLS, WI 53085

MEMO *59282926040*

CEO AND MANAGING PRINCIPAL

⑈1129⑈ ⑆111000025⑆ ⑈488038571796⑈

771634488

PAY TO THE ORDER OF
WELLS FARGO BANK WISCONSIN, N.A.
EAST CENTRAL
FOR DEPOSIT ONLY
CITY OF SHEBOYGAN FALLS
JOEL A TAUSCHER, CITY CLERK-TREAS
43001047

Due Date	2015 Prepared Statement of Personal Property	2015
Mar 1, 2015	Subject to Assessment January 1, 2015	

Who must file: Every person, firm or corporation as defined in section 70.35 WI Statutes receiving from the assessor a return of personal property, must submit such return to the assessor on or before March 1. This return is confidential and is not available for public inspection.

Failure to file: If you fail to file, the assessor must estimate the value of your property using the best information available. In addition, you shall be denied any right of abatement by the board of review, under Section 70.35(4) WI Statutes.

Property owner (or in his/her charge as agent, consignee, or other representative capacity):

Veolia ES Industrial Services Inc.
Attn: Ruan, LLC Attn: Brett Koch
13155 Noel Rd Ste 100
Dallas, TX 75240

- [ ] Sole proprietorship
- [ ] Partnership
- [x] Corporation
- [ ] LLC
- [ ] LLP

FEIN: _____
Account # 926040
Property addr: 635 Old County Rd
Municipality: City of Sheboygan Falls
County: Sheboygan

Business activity: _____

Status Change

- ___ Business moved out of municipality (indicate new address on right)
- ___ Business sold (indicate new owner & address to the right)
- ___ Business discontinued

Date business status changed: _____

New Owner

Name: _____
Address: _____
City, ST, Zip: _____
Phone: _____

Schedule A
Summary of Personal Property as of January 1, 2015

Schedule A is the summary of all taxable personal property from Schedules B through H. The total of the column titled 'Assessable Property' is your declaration of personal property subject to tax within this municipality. Do not write "SALY" for "Same as Last Year"; forms must be filled out completely. Note that Schedule D-1 (exempt computers, software, cash registers and single function fax machines) is excluded from the total assessable.

Property Description	Non-assessable Property	Assessable Property
Boats and other watercraft (Schedule B)		$
Machinery, tools and patterns (Schedule C)	*PLEASE SEE ATTACHED *	
Furniture, fixtures and office equipment (Schedule D)		$
Exempt computers, software, single function faxes & cash registers (Schedule D-1)	$	
Multifunction faxes, copiers, postage meters, phone systems, etc (Schedule D-2)		$
Improvements on leased land (Schedule E)		$
Supplies (Schedule G)		$
Other personal property (Schedule H)		$
Total assessable (may not include all buildings on leased land if assessor has not determined value)		$

I hereby declare all information given is true and correct for all the personal property for which I am subject to assessment and which was owned by me or held in my possession on January 1, 2015.

Owner's name (please print): Martin Vosburg	Preparer's name (if other than owner) (please print): BRETT KOCH
Owner's mailing address (if different than above): 125 S 84th St, Ste 175, Milwaukee, WI 53214	Preparer's mailing address: 13155 NOEL RD, STE 100, DALLAS, TX 75240
Owner's signature: Martin V	Date signed: 3/30/15
	Preparer's signature: _____ Date signed: _____
Owner's phone number: (414) 479-2645	Owner's fax number: _____
	Preparer's phone number: 972.934.0022 Preparer's fax number: 972.934.4939
Owner's email address: Martin.Vosburg@veolia.com	Preparer's email address: brett.koch@ryan.com

Return to: City Of Sheboygan Falls PO Box 186 375 Buffalo St Sheboygan Falls, WI 53085-0186	If you have any questions about this form, please contact:

Schedule B
Boats and Other Watercraft

Schedule B is for reporting boats and other watercraft not exempt. See tables of Composite Useful Lives and Conversion Factors at www.revenue.wi.gov/report/p.html#personal to determine the correct declared value or leave the declared value blank and we will look up the value for you. If the schedule is prefilled with information from last year, draw a line through any items disposed of prior to January 1, 2015.

Year Asset Acquired	Description of Asset	Cost When Acquired	Useful Life (Years)	Declared Value on Jan 1, 2015
	NONE			

Use additional sheets of necessary — Total declared value (enter here and on Schedule A)

Schedule C
Machinery, Tools and Patterns

Report all machinery and shop equipment. Take the costs shown from your accounting records. Any variation from information contained in your income tax return must be explained by letter or schedule. Summarize all assets by the year the asset was acquired. Assets owned on January 1, 2014 should be summarized in column 2. Assets owned on January 1, 2015 should be summarized in column 4.

Year Asset Acquired	column 2 Total Original Installed Cost as of Jan 1, 2014 by Year Acquired	column 3 Additions, Disposals and Transfers During 2014 (Full Cost When Acquired)	col 2 + col 3 = column 4 Total Original Installed Cost as of Jan 1, 2015 by Year Acquired	column 5 Conversion Factor (10 year)	col 4 x col 5 Declared Value on Jan 1, 2015
2014	$0			0.925	
2013				0.794	
2012	$120,750	* PLEASE SEE ATTACHED *		0.681	
2011	$112,732			0.591	
2010				0.507	
2009				0.431	
2008	$58,261			0.380	
2007	$400,462			0.330	
2006				0.287	
2005	$126,891			0.250	
Prior to '05	$335,500			0.139	

Total declared value (enter here and on Schedule A)

Schedule D
Furniture, Fixtures and Office Equipment

Report such assets as office, store and professional furniture, fixtures and equipment, business and professional libraries and other assets related to the sales and administration of your business. Original costs shown in columns 2 and 4 should include all costs of installation, freight, add-ons, and sales tax. Summarize all assets by the year the asset was acquired. Assets owned on January 1, 2014 should be summarized in column 2. Assets owned on January 1, 2015 should be summarized in column 4.

Year Asset Acquired	column 2 Total Original Installed Cost as of Jan 1, 2014 by Year Acquired	column 3 Additions, Disposals and Transfers During 2014 (Full Cost When Acquired)	col 2 + col 3 = column 4 Total Original Installed Cost as of Jan 1, 2015 by Year Acquired	column 5 Conversion Factor (10 year)	col 4 x col 5 Declared Value on Jan 1, 2015
2014	$0			0.925	
2013	NONE			0.794	
2012				0.681	
2011				0.591	
2010				0.507	
2009				0.431	
2008				0.380	
2007				0.330	
2006				0.287	
2005				0.250	
Prior to '05				0.139	

Total declared value (enter here and on Schedule A)

Schedule D-1
Exempt Computer Hardware, Software, Single Function Fax Machines, Cash Registers
Include Only Property that is Owned by You (Not Leased)

Do not report custom software. Report mainframe computers, minicomputers, personal computers, networked personal computers, servers, terminals, monitors, disk drives, electronic peripheral equipment, tape drives, printers, basic operational programs, systems software, prewritten software, ATMs, cash registers and single function fax machines. Summarize all assets by the year the asset was acquired. Assets owned on January 1, 2014 should be summarized in column 2. Assets owned on January 1, 2015 should be summarized in column 4.

Year Asset Acquired	column 2 Total Original Installed Cost as of Jan 1, 2014 by Year Acquired	column 3 Additions, Disposals and Transfers During 2014 (Full Cost When Acquired)	col 2 + col 3 = column 4 Total Original Installed Cost as of Jan 1, 2015 by Year Acquired	column 5 Conversion Factor (4 year)	col 4 x col 5 Declared Value on Jan 1, 2015
2014	$0			0.813	
2013	$4,570			0.513	
2012				0.323	
2011	*PLEASE SEE ATTACHED*			0.206	
2010				0.130	
2009				0.081	
2008				0.051	
Prior to '08				0.032	
				Total declared value (enter here and on Schedule A)	

Note: Per Section 70.36(1M) Any person, firm or corporation that fails to include information on property that is exempt under Section 70.11(39) and (39m) on the report under Section 70.35 shall forfeit $10 for every $100 or major fraction thereof that is not reported.

Schedule D-2
Multifunction Fax Machines, Copiers, Postage Meters, Telephone Systems and Computerized Equipment

Report all multifunction fax machines, copiers, postage meters, telephone systems (PBXs) and equipment with embedded computerized components. Summarize all assets by the year the asset was acquired. Assets owned on January 1, 2014 should be summarized in column 2. Assets owned on January 1, 2015 should be summarized in column 4.

Year Asset Acquired	column 2 Total Original Installed Cost as of Jan 1, 2014 by Year Acquired	column 3 Additions, Disposals and Transfers During 2014 (Full Cost When Acquired)	col 2 + col 3 = column 4 Total Original Installed Cost as of Jan 1, 2015 by Year Acquired	column 5 Conversion Factor (6 year)	col 4 x col 5 Declared Value on Jan 1, 2015
2014	$0			0.875	
2013	NONE			0.663	
2012				0.502	
2011				0.384	
2010				0.291	
2009				0.218	
Prior to '09				0.126	
			Total declared value (enter here and on Schedule A)		

Schedule E
Improvements on Leased Land

Report buildings, structures and other improvements which you own, but which are located on land that you do not own. They will be valued in the same manner as improvements located on land that is owned by you.

Year Asset Acquired	Description of Building	Property Address	Value on Jan 1, 2015 (Determined by Assessor)
Use additional sheets if necessary		Total declared value (enter here and on Schedule A)	

Schedule F
Leased Equipment (Property in Charge of But Not Owned)

Report all leased equipment such as business furniture, fixtures, equipment, machines, postage meters, tools, advertising devices and similar items loaned, leased, stored or otherwise held and not owned by you. Leased equipment will be assessed to the lessor (leasing company). Unlike all other schedules, the total value of all leased equipment is not reported on schedule A.

Name and Address of Leasing Company (Owner)	Lease Number	Type of Equipment	Year Installed	Full Value When Installed	Useful Life (Years)

Schedule G
Supplies

Report your supplies inventory. Supplies include items which are expensed, not subject to resale, but are necessary in the conduct of business, or are consumed in the operations of providing customer services. Supplies are items such as those used for selling and advertising, office, shipping, medical, dental, janitorial and cleaning, and any other supplies in your possession on January 1, 2015.

Total supplies inventory on Jan 1, 2015. Do not itemize. Enter here and on Schedule A.	1,351

Schedule H
All Other Personal Property, Leasehold Improvements, Signs, Billboards, Video Tapes, Logs and Forest Products, Other Improvements on Leased Land (Exempt), Forest Crop Land, or Managed Forest Land

Report all other leasehold improvements and other personal property not reported on a separate schedule. Leasehold improvements are any alterations, additions, or improvements, adding value, made by a tenant to leased or rented premises. Enter the total improvement cost in column 3. This schedule also includes logs and other forest products belonging to persons whose principal activity is not related to the buying, selling or manufacturing use of such property. Merchant's or manufacturing stock are exempt. Report improvements on leased land (exempt) and privately owned structures, billboards, or special taxed land. See tables of Composite Useful Lives and Conversion Factors at www.revenue.wi.gov/report/p.html#personal to determine the correct declared value or leave the declared value blank and we will look up the value for you. If the schedule is prefilled with information from last year, draw a line through any items disposed of prior to January 1, 2015.

Year Asset Acquired	Description of Asset	Cost When Acquired	Useful Life (Years)	Declared Value on Jan 1, 2015
Use additional sheets if necessary		Total declared value (enter here and on Schedule A)		

Veolia ES Industrial Services, Inc.
635 Old Country Rd, Sheboygan Falls, WI
Account: 926040

TAX YEAR 2015 - RETURN SUMMARY

Oper Unit	2015 RYAN SITUS	STATE CLASS	YEAR	Cost	% GOOD	RCNLD
31003	Sheboygan Falls, WI	Computer Equip	2006	2,586	3.2%	83
			2007	5,429	3.2%	174
			2009	1,057	8.1%	86
			2010	1,390	13.0%	181
			2011	4,574	20.6%	942
			2012	2,960	32.3%	956
			2013	6,083	51.3%	3,121
		Computer Equip Total		**24,080**	**3.2%**	**5,542**
		M&E	1990	115,462	13.9%	16,049
			1994	5,603	13.9%	779
			1996	74,654	13.9%	10,377
			1997	16,912	13.9%	2,351
			1998	147,581	0.0%	20,514
			1999	23,806	13.9%	3,309
			2000	163,121	13.9%	22,674
			2001	40,155	13.9%	5,582
			2002	192,784	13.9%	26,797
			2007	400,463	33.0%	132,153
			2008	56,261	38.0%	21,379
			2011	112,732	59.1%	66,624
			2012	120,750	68.1%	82,231
			2013	124,950	79.4%	99,210
		M&E Total		**1,595,234**	**0.0%**	**510,028**
	Sheboygan Falls, WI Total			**1,619,314**	**0.0%**	**515,570**

Veolia ES Industrial Services, Inc.
635 Old Country Rd, Sheboygan Falls, WI
Account: 59282926040

ASSET RETIREMENTS

City	2014 Classification	Asset ID	Description	Acq Year	Total
Sheboygan Falls	Mach & Equip	6062	WHEEL LOADER/JOHN DEERE/644G/1	1998	189,215
		7796	2000 Volvo TMACL	2012	0
Sheboygan Falls Total					189,215

Ryan®

Veolia ES Industrial Services, Inc.
635 Old Country Rd, Sheboygan Falls, WI
Account: 926040

TAX YEAR 2015 - ASSET DETAIL

Oper Unit	2015 RYAN SITUS	STATE CLASS	YEAR	RYAN ASSET ID	Descr	Cost	% GOOD	RCNLD
31003	Sheboygan Falls, WI	Computer Equip	2008	6082	LAPTOP COMPUTER	2,586	3.2%	83
			2008 Total			2,586	3.2%	83
			2007	6003	Desktop - A Payant	1,376	3.2%	44
				6172	HP 6710B T7300 Laptop	2,026	3.2%	65
				6173	HP 6710B T7300 Laptop	2,026	3.2%	65
			2007 Total			5,429	3.2%	174
			2009	6373	Desktop Workstation 16565	1,057	8.1%	86
			2009 Total			1,057	8.1%	86
			2010	6858	HP6005 E Desktop	695	13.0%	90
				6859	HP 6005 E Desktop	695	13.0%	90
			2010 Total			1,390	13.0%	181
			2011	7067	HP SB 6450B Laptop	1,832	20.6%	377
				7164	HP SB 6005 Desktop	1,178	20.6%	243
				7283	HP SB 2560P Laptop	1,564	20.6%	322
			2011 Total			4,574	20.6%	942
			2012	7735	HP SB 6560B Laptop	1,480	32.3%	478
				7736	HP SB 6560B Laptop	1,480	32.3%	478
			2012 Total			2,960	32.3%	956
			2013	7972	HP SB 6560B Laptop	1,483	51.3%	761
				7973	HP SB 6560B Laptop	1,489	51.3%	764
				7984	HP SB 6560B Laptop	1,493	51.3%	766
				8404	HP SB 8570P Laptop	1,618	51.3%	830
			2013 Total			6,083	51.3%	3,121
		Computer Equip Total				24,080	3.2%	5,542
		M&E	1990	6043	WHEEL LOADER--JOHN DEERE	116,462	13.9%	16,049
			1990 Total			116,462	13.9%	16,049
			1994	5905	40 Yd Roll-Off Boxes (1) - #86	3,203	13.9%	445
				5907	30 YD Roll-Off Box #7043	2,400	13.9%	334
			1994 Total			5,603	13.9%	779
			1996	5896	ADDITIONAL CHARGE LOADER/CATER	30,800	13.9%	4,281
				6027	AG-GATOR/3004/1980/U/ /3001020	29,000	13.9%	4,031
				6033	INJECTION SYSTEM/BRILLION/1996	5,623	13.9%	782
				6034	GORMAN RUPP PUMP /U/CZ-4039D	9,231	13.9%	1,283
			1996 Total			74,654	13.9%	10,377
			1997	5935	CER# D197002/Cab for D5H Cat D	5,045	13.9%	701
				6035	30YD/RO/CAN MACHINE/22244/N/RA	5,934	13.9%	825
				6036	30YD/RO/CAN MACHINE/22245/N/RA	5,934	13.9%	825
			1997 Total			16,912	13.9%	2,351
			1998	5917	=""30 bucket for EL200 Cat""""	3,150	13.9%	438
				5919	GEHL 1330 SCAVENGER SPREADER/6	26,678	13.9%	3,708
				5923	98 EAST FRAME TYPE ALUMINUM DR	55,818	13.9%	7,759
				6042	INJECTION TOOL BAR FOR H112014	9,294	13.9%	1,292
				6044	96 MODEL 2060 MUSTANG SKIDSTEE	30,461	13.9%	4,234
				6045	GEHL 1330 SCAVENGER SPREADER/6	22,181	13.9%	3,083
				6062	WHEEL LOADER/JOHN DEERE/644G/1	0	0.0%	0
			1998 Total			147,581	0.0%	20,514
			1999	5931	3162XE ALKOTA PRESSURE WASHER	3,072	13.9%	427
				5936	Undercarriage parts & Trsprt/C	720	13.9%	100
				5937	Cat D5H Dozer Undercarriage/CE	20,014	13.9%	2,782
			1999 Total			23,806	13.9%	3,309
			2000	5938	MILLERMATIC 250 WINE FEED WELD	2,804	13.9%	390
				5939	MOUNTING KIT & CAB PROTECTOR O	2,020	13.9%	281
				5940	CATERPILLAR 320 BL EXCAVATOR	143,297	13.9%	19,918
				6063	5500 GALLON AG TYPE LIQUID WAS	15,000	13.9%	2,085
			2000 Total			163,121	13.9%	22,674
			2001	5947	UNDERCARRIAGE REPLACEMENT	28,650	13.9%	3,982

Veolia ES Industrial Services, Inc.
635 Old Country Rd, Sheboygan Falls, WI
Account: 926040

TAX YEAR 2015 - ASSET DETAIL

Oper Unit	2015 RYAN SITUS	STATE CLASS	YEAR	RYAN ASSET ID	Descr	Cost	% GOOD	RCNLD
31003	Sheboygan Falls, WI	M&E	2001	5950	TRANSMISSION REBUILD ON UNIT H	11,506	13.9%	1,599
			2001 Total			40,155	13.9%	5,582
			2002	1711	CAMERA TRUCK W/ EXP. PROOF CAM	138,789	13.9%	19,292
				5958	QUICK DISCONNECT W/ FORK ASSEM	16,783	13.9%	2,333
				5959	CLEO ACE 14 GENERAL DUTY EX	5,000	13.9%	695
				6143	1990 NATIONAL CRANE ON IHC CHA	32,212	13.9%	4,477
			2002 Total			192,784	13.9%	26,797
			2007	6170	Terragator	315,941	33.0%	104,261
				6174	2000 JHC WET VAC	84,522	33.0%	27,892
			2007 Total			400,463	33.0%	132,153
			2008	6178	Terragator Refurb Unit 912014	56,261	38.0%	21,379
			2008 Total			56,261	38.0%	21,379
			2011	6983	Refurb Unit 912075	88,628	59.1%	52,379
				7110	Refurb Unit 912075 Presvac	24,104	59.1%	14,245
			2011 Total			112,732	59.1%	66,624
			2012	7797	2012 BALZER VAC AND INJ UNIT	120,750	68.1%	82,231
			2012 Total			120,750	68.1%	82,231
			2013	8333	Pull-Behind Biosolids Injector	124,950	79.4%	99,210
			2013 Total			124,950	79.4%	99,210
		M&E Total				1,595,234	0.0%	510,028
	Sheboygan Falls, WI Total					1,619,314	0.0%	515,570

Certified Mail #:

March 25, 2015

~~Accurate Appraisal, LLC.~~
~~PO Box 415~~
~~Menasha, WI 54942~~

City of Sheboygan Falls
375 Buffalo St.
Sheboygan, WI 53085-0186
Falls

7013 2250 0002 0954 5791

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3/30

City of Sheboygan Falls
375 Buffalo St
Sheboygan Falls, WI 53085-0186

PS Form 3800, August 2006 See Reverse for Instructions

es, Inc.
eboygan, WI

sonal Property Schedule for the account referenced

ondence pertaining to this account to the following

Thank you for your assistance and please call Brett Koch at 972.934.0022 if you have any questions.

Respectfully,

STATE OF WISCONSIN

PERSONAL PROPERTY TAX BILL FOR 2015

VEOLIA ES INDUSTRIAL SERVICE INC
ATTN RUAN LLC BRETT KOCH

CITY OF SHEBOYGAN FALLS
SHEBOYGAN COUNTY

PROPERTY NUMBER: 59282926040
Correspondence should refer to Property Number.

16

Assessed Value Land	Ass'd Value Improve	Tot Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improve	Tot Est. Fair Mkt.
		517,400	103.468			500,060

☐ A star in this box means unpaid prior year taxes.

TAXING JURISDICTION	2014 Est. State Aids Allocated Tax Dist	2015 Est. State Aids Allocated Tax Dist	2014 Net Tax	2015 Net Tax	% Tax Change
STATE			71.98	85.07	18.2
COUNTY	381799	379182	2327.39	2819.55	21.1
C-SHEB. FALLS	728194	808610	2714.47	3159.45	16.4
SCHL - 5278	7435533	7002849	3789.50	4266.84	12.6
TCDB 11	170901	703505	330.50	401.72	21.5
TOTAL	8716427	8894146	9233.84	10732.63	16.2
		Lottery & Gaming Credit			
		Net Property Tax	9233.84	10732.63	16.2

NET PROPERTY TAX **10732.63**

RYAN, LLC
DEC 16 2015
RECEIVED

TOTAL DUE FOR FULL PAYMENT
PAY BY JANUARY 31, 2016
$10732.63

Warning: If not paid by due dates, installment option is lost and total tax is delinquent and subject to interest and, if applicable, penalty. Failure to pay on time. See Reverse

1st Installment by JANUARY 31, 2016	2nd Installment by JULY 31, 2016
10732.63	

School taxes reduced by school levy tax credit: **895.60**

IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.

635 OLD COUNTY ROAD PP

Net Assessed Value Rate (Does NOT reflect Lottery Credit)
20.7433803

VEOLIA ES INDUSTRIAL SERVICE INC
ATTN RUAN LLC BRETT KOCH
13155 NOEL RD STE 100
DALLAS TX 75240-5050

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

RETAIN THIS PORTION AS YOUR COPY

TEAR HERE

TEAR HERE

TEAR OFF THIS STUB AND INCLUDE WITH FIRST INSTALLMENT PAYMENT

PERSONAL PROPERTY TAX BILL FOR 2015

AC111415

Please make all payments to the City of Sheboygan Falls.

Property Number: 59282926040

Name: VEOLIA ES INDUSTRIAL SERVICE INC
ATTN RUAN LLC BRETT KOCH
13155 NOEL RD STE 100
DALLAS TX 75240-5050

Pay 1st Installment - $10732.63
Or
Pay Full Payment - $10732.63
By January 31, 2016

Property Address: 635 OLD COUNTY ROAD PP

Municipality/Location	Collection Dates	Times	Bank Collection Site In Person In Lobby Only	Bank Lobby Hours Tax Bill Must Accompany Payment
City of Sheboygan Falls City Hall (second floor) 375 Buffalo Street Sheboygan Falls	Mon - Fri	Noon-4:00	**Wisconsin Bank & Trust Lobby** 1160 Fond du Lac Avenue Sheboygan Falls	Bring tax bill and payment. **Lobby hours:** Mon- Fri 9:00 AM - 5:00 PM Closed at noon 12/24, all day 11/26, 12/25, 1/01, & 1/18.

Other Drop Off Site: None
Drop Box: Municipal building parking lot, east Exit, 375 Buffalo Street
Dates Municipality Closed: 12/24, 12/25, 12/31,& 1/01.
Online Payments: No
Telephone: 920-467-7900 Ext. 111

Warning: If not paid by due dates, installment option is lost and total tax is delinquent and subject to interest and applicable penalty. (See Reverse)

Make check payable and mail to:

City of Sheboygan Falls
Joel J Tauschek, Treasurer
375 Buffalo St, PO Box 186
Sheboygan Falls WI 53085

THIS DOCUMENT HAS A COLORED BACKGROUND AND MICROPRINTING. THE REVERSE SIDE INCLUDES AN ARTIFICIAL WATERMARK.

Ryan, LLC
Veolia Environmental N. A.
13155 Noel Road, Suite 100
Dallas, TX 75240
(972) 934-0022

Bank Of America
901 E Main
Dallas, TX 75201
214-508-6262

32-2
1110TX/1310

1327

REFERENCE	DATE	CHECK NO.	AMOUNT
	01/18/2016	1327	**10,732.63

PAY *TEN-THOUSAND SEVEN-HUNDRED-THIRTY-TWO AND 63/100********** Dollars

TO THE ORDER OF
City of Sheboygan Falls
375 Buffalo St
P.O. Box 186
Sheboygan Falls, WI 53085

MEMO *Acct: 926040*

George B. Ryan
CEO AND MANAGING PRINCIPAL

⑈1327⑈ ⑆111000025⑆ ⑈4880385?796⑈

Ryan, LLC **1327**

INVOICE NUMBER	DESCRIPTION	AMOUNT	DISCOUNT TAKEN	NET AMOUNT

CHECK DATE	CHECK NUMBER	PAYEE NAME	TOTAL AMOUNT	DISCOUNT	CHECK AMOUNT
01/18/2016	1327	City of Sheboygan Falls			**10,732.63

Ryan, LLC **1327**

INVOICE NUMBER	DESCRIPTION	AMOUNT	DISCOUNT TAKEN	NET AMOUNT

CHECK DATE	CHECK NUMBER	PAYEE NAME	TOTAL AMOUNT	DISCOUNT	CHECK AMOUNT
01/18/2016	1327	City of Sheboygan Falls			**10,732.63

Other Matters

II

7.2

R. O. No. 293 - 15 - 16. By CITY CLERK. March 7, 2016.

Submitting a claim from Linda L. Graves for alleged damages when the police broke her back door as they had a search warrant for a Bryan Graves.

Finance

City Clerk

DATE RECEIVED _____ RECEIVED BY MD

CLAIM NO. 25-15

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

MAR 7'16 AM10:56

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: LINDA L. GRAVES
2. Home address of Claimant: 2114 A. N. 13 St, SHEBOYGAN, WI
3. Home phone number: (920) 889-4303
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) Feb 9, 2016 5:00pm?
6. Where did damage or injury occur? (give full description) While I was at work, the police broke my back door, they had a search warrant looking for Bryan C Graves who does
7. How did damage or injury occur? (give full description) The police smashed the lock on the door & damaged lock & door.
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: Officer Bahr ?

   (b) Claimant's statement of the basis of such liability: They had the wrong address for Bryan C Graves
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: N/A

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

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 injuries. The door was broken & the locks

11. Name and address of any other person injured: N/A

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

Auto:	$ N/A
Property:	$ 625.00
Personal injury:	$ N/A
Other: (Specify below	$ N/A
TOTAL	$ 625.00

Damaged vehicle (if applicable)

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 VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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

SIGNATURE OF CLAIMANT Linda L. Graves DATE 3-3-16

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

DATE RECEIVED _____ RECEIVED BY MD

CLAIM NO. 2515

CLAIM

Claimant's Name: LINDA GRAVES

Claimant's Address: 2114 A. N. 13 St
SHEBOYGAN, WI

Claimant's Phone No. (920) 889-4303

Auto	$ N/A
Property	$ 625.00
Personal Injury	$ N/A
Other (Specify below)	$ N/A
TOTAL	$ 625.00

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 $ 625.00 .

SIGNED Linda Graves DATE: 3-3-16

ADDRESS: 2114 A. N. 13 St
SHEBOYGAN, WI

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

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

Anytime Home Improvements
1522 Bell Ave,
Sheboygan, WI 53083
920-331-1387

Linda Graves
2114A North 13th Street
Sheboygan, WI 53081
920-889-4303

Invoice #2182016

Remove exterior screen door, metal door trim, and wood trim work.
Remove damaged 32 inch exterior door with half window at top and dispose of properly.
Purchase new 32" Ext door with window from Home Depot and deliver to customers home.
Install new Ext door, insulate, reinstall wood trim, and caulk.
Reinstall old screen door over the new exterior door.

Materials	$325
Labor	$300
Total	**$625**

Payment is due upon completion of this invoice in the total of six hundred twenty-five dollars ($625).
All completed invoices have a one year craftsmanship warranty upheld by sub-contractor.

I Linda Graves accept the terms of this invoice. Date 2-20-16

Payment method Check #3461 #625 Date 2-20-16

Contractor [signature] Date 2-20-16

II

Other Matters

7.4

R. O. No. 295- 15 - 16. By CITY CLERK. March 7, 2016.

Submitting a claim from Mang Yang for alleged damages to the vehicle when a snow plow driver hit the vehicle with the wing of the snow plow.

Finance

City Clerk

DATE RECEIVED _____ RECEIVED BY MD

CLAIM NO. 26-15

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

MAR 7'16 PM 2:31

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: Mang Yang
2. Home address of Claimant: 1526 Ontario Ave
3. ~~Home~~ Cell phone number: (920) 627-1261
4. Business address and phone number of Claimant: NA

5. When did damage or injury occur? (date, time of day) 02-14-2016 @ about 9:45pm
6. Where did damage or injury occur? (give full description) East of intersection of N. 11th & Bluff Ave. Right on address 1031 Bluff Ave. Sheboygan, WI 53081
7. How did damage or injury occur? (give full description) Snow plow truck driver knocked on door to see who owns the truck (1999 Ford Exped.) He told me his ~~wig~~ wing of his snow plow truck was not up all the way and it hit my Ford truck while he drove by.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following: NA

   (a) Name of such officer or employee, if known: N/A

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

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

   (a) Public property alleged to be dangerous: N/A

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

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").

Broken tail light and dents and damage above that tail light on rear driver side

11. Name and address of any other person injured: N/A

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

Auto:	$ 1,700.00
Property:	$
Personal injury:	$
Other: (Specify below	$
TOTAL	$ 1,700.00

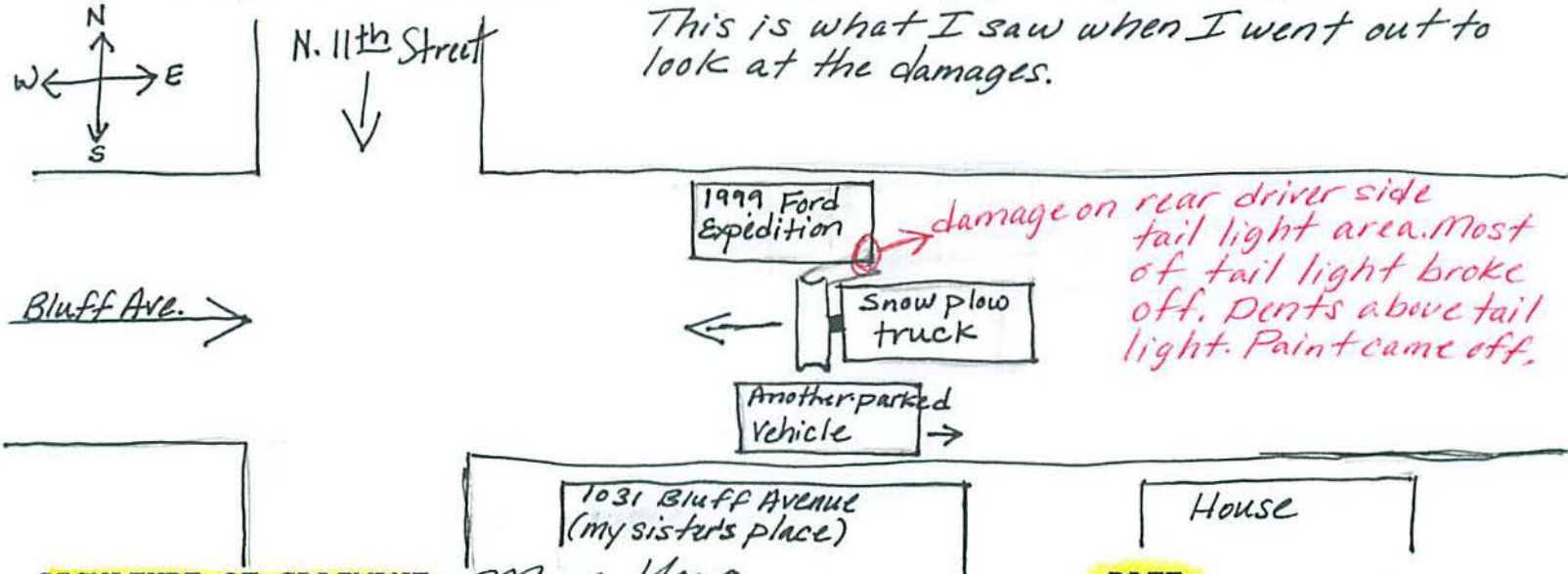
Damaged vehicle (if applicable)

Make: Ford Model: Expedition Year: 1999 Mileage: 190,550 about

Names and addresses of witnesses, doctors and hospitals: My sister, Mee Yang and neice, Pax Xia Vue came out with me to look at the damages when the incident was made aware to me.

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.



SIGNATURE OF CLAIMANT Mang Yang DATE

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

DATE RECEIVED _____ RECEIVED BY MD

CLAIM NO. 16-15

CLAIM

Claimant's Name: Mang Yang

Claimant's Address: 1526 Ontario Ave
Sheboygan, WI 53081

Claimant's Phone No. (920) 627-1261

Auto	$ 1700.00
Property	$
Personal Injury	$
Other (Specify below)	$
TOTAL	$ 1700.00

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 $ 1700.00 .

Rounded up the amount. Amount includes average amount of both estimates provided and cost of things I needed to get to patch up the exposed light bulb/tail light.

SIGNED Mang Yang DATE: 3/7/16

ADDRESS: 1526 Ontario Ave, Sheboygan, WI 53081

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

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

Wisconsin Motor Vehicle Accident Report MV4000e 01/2005

P0QV06K

PK2011

POLICE # C16-02698

ACCIDENT #

GENERAL INFORMATION

☒ Reportable Accident	☐ On Emergency	☐ Amended	DOT Document Number: P0QV06K	Document Override Number:
Agency Accident Number:		Police Number: C16-02698		
4 - Accident Date: 02/14/2016	5 - Time of Accident (Military Time): 2147	6 - Total Units: 02	7 - Total Injured: 00	8 - Total Killed: 00
2 - County: SHEBOYGAN - 59	3 - Municipality: SHEBOYGAN - 61, CITY		11 - Accident Location: NON-INTERSECTION	
14 - On Hwy No.	14 - On Street Name: BLUFF AVE	14 - Bus/Frnt/Rmp	15 - Est. Dist: 100	Ft/Mi: F / 15 - Hwy. Dir: EAST
16 - Ft/At Hwy No.	16 - From/At Street Name: N 11TH ST	16 - Business/Frontage/Ramp		
17 - Structure Type	17 - Structure Number	12 - Latitude	13 - Longitude: -	
80 - First Harmful Event: PARKED MOTOR VEHICLE		93 - Manner of Collision: SIDESWIPE, SAME DIRECTION		
112 - Access Control: NO CONTROL	113 - Road Curvature: STRAIGHT	113 - Road Terrain: LEVEL/FLAT	Surface Type: BLACKTOP (BITUMINOUS) - 2	
115 - Traffic Way: NOT-PHYSICALLY-DIVIDED-(2-WAY TRAFFIC)				
117 - Relation To Roadway: ON-ROADWAY				
114 - Light Condition: DARK-NOT-LIGHTED	116 - Road Surface Condition: SNOW/SLUSH	118 - Weather: SNOW		
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: WEST	24 - Speed Limit: 25
36 - Operating as Classified: C CLASS	37 - Endorsements	35 ☒ Operating Commercial Motor Vehicle	
29 - Driver's License Number: [redacted]	30 - State: WI	31 - Expiration Year: 2023	34 - On Duty Accident: WINTER-HWY-MAINTENANCE
25 - Operator/Pedestrian Last Name: BILLMANN	25 - First Name: DANIEL	25 - Middle Initial: RICHARD	25 - Suffix
32 - Date Of Birth: [redacted]	33 - Sex: MALE		
26 - Address Street & Number: [redacted]		26 - PO Box	
27 - City: [redacted]	27 - State	27 - Zip Code	28 - Telephone Number
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: NON-DEPLOYED	42 - Ejected: NOT-EJECTED	44 ☐ Medical Transport
43 - Trapped/Extricated: NOT-TRAPPED	92 - Pedestrian Location	92 - Pedestrian Action	
119 - What Driver Was Doing: GOING-STRAIGHT	120 - Traffic Control: STOP-SIGN		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
SNOW,-ICE,-OR-WET, NARROW-SHOULDER

Vehicle

VEHICLE 01

21 - Unit Type	Vehicle Type	22 - Total Occupants
TRUCK	STRAIGHT-TRUCK-(INSERT TRUCK)	1

56 - License Plate Number	57 - Plate Type	58 - State	59 - Exp Year	55 - Vehicle Identification Number
[redacted]	MUN	WI		[redacted]

50 - Year	51 - Make	52 - Model	53 - Body Style	54 - Color	100 - Skidmarks to Impact (Ft)
2009	INTL		CB	BLU	

94 - Vehicle Damage
NONE

95 - Extent Of Damage	96	97 - Vehicle Removed By
NONE	☐ 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
828 CENTER AVE #206	

48 - City	48 - State	48 - Zip Code	49 - Telephone Number
SHEBOYGAN	WI	53081	(920) 459-3361 EXT.

Insurance

INS 01

63 - Liability Insurance Company	60
GOVERNMENT	☐ 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	MOTOR VEHICLE IN TRANSPORT	WEST	25

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

29 - 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: 726UXB	57 - Plate Type: AUT	58 - State: WI	59 - Exp Year: 2017	55 - Vehicle Identification Number: 1FMPU18L9XLC53014	
50 - Year: 1999	51 - Make: FORD	52 - Model: EXPEDITION	53 - Body Style	54 - Color: MAR	100 - Skidmarks to Impact (Ft)
94 - Vehicle Damage: REAR, REAR DRIVER 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: YANG	46 - First Name: MANG	46 - Middle Initial	46 - Suffix	Date Of Birth: 02/09/1982
46 - Company Name				
47- Address Street & Number: 1526 ONTARIO AVE	47 - PO Box			
48 - City: SHEBOYGAN	48 - State: WI	48 - Zip Code: 53081	49 - Telephone Number: (920) 627-1261 EXT.	

Insurance

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

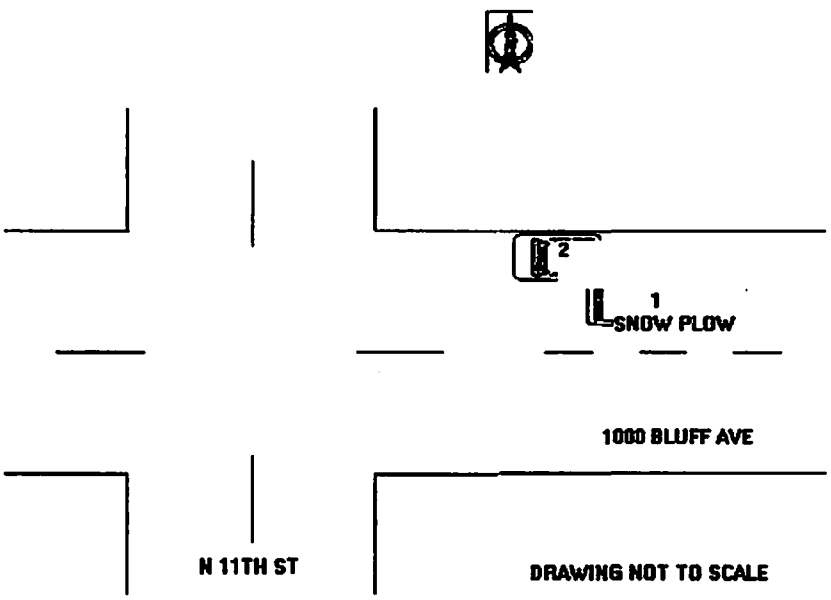
BUS 02

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
438



ON 2/14/16 I OFFICER WALLOCH WAS DISPATCHED TO AN ACCIDENT AT 1000 BLUFF AVE. UPON ARRIVAL I LOCATED UNIT 1 A CITY OF SHEBOYGAN SNOW PLOW AND UNIT 2 A LEGALLY PARKED CAR. UNIT 1 WAS PLOWING WESTBOUND ON BLUFF AVE WHEN HE APPROACHED PARED CARS ON BOTH SIDES OF THE ROAD. THE WING PLOW ON THE PASSENGER SIDE OF UNIT 1 STRUCK THE REAR DRIVER'S SIDE OF UNIT 2.
DAMAGE TO UNIT 1 WAS TO REAR DRIVER'S SIDE QUARTER PANEL AND TAIL LAMP ASSEMBLY. UNIT 2 WAS UNOCCUPIED. OWNER OF UNIT 2 WAS LOCATED AND SPOKEN TO. 2/14/16 A NON REPORTABLE ACCIDENT REPORT WAS COMPLETED. ON 2/23/26 UNIT 2 CONTACTED SPD WITH ESTIMATE OF OVER $1,000 DAMAGE A REPORTABLE ACCIDENT WAS COMPLETED. NO DAMAGE TO UNIT 1. BOTH VEHICLES REMOVED BY OPERATORS. 438

Officer Information

PK2011

OFFICER INFORMATION

125 - Officer Last Name	125 - First Name	125 - Middle Initial	131 - Officer ID
WALLOCH	RYAN		438

129 - Law Enforcement Agency No.	130 - Law Enforcement Agency Name
5981	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
02/14/2016	2147	2153	02/23/2016

Agency Accident Number	Police Number	19 - Special Study
	C16-02698	

18 - Agency Space: SQUAD 14 WI DL

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

Mang Yang

Refund receipt for 2 unused red tape

Advance Auto Parts

Service is our best part.

Store # 07187
(920) 451-6202
2713 Calumet Dr
Sheboygan WI 53083
2/17/2016 15:18:34 REG 02
Cashier: David B.

ITEM	QTY	PRICE	TOTAL
LNS RPR RED 1.87x60" 60 6014453			
03441	-2	$4.69	$-9.38
Orig Tran 7649	Orig Prc		$4.69
Orig Store 7137	Orig Date		02/16/16
Orig Team Member Sara T.			
Reason:Didn't Need			
Sub Total			$-9.38
T1 Tax @	5.0000%		$-0.47
Total			$-9.85
Cash			$-9.85

Transaction # 7691
Authorized By: David B.

Customer Mang Yang

Cashier

Manager

ENTER TO WIN FREE GAS FOR A YEAR!

Complete a brief survey about your store visit and enter for a chance to win.
Entrants must be 18 or older.
No purchase necessary
advanceautoparts.com/survey
Enter this code:
718702 07691 6048

GANE GASOLINA GRATIS POR UN ANO

Favor de completar esta breve encuesta sobre su visita a la tienda y tendra oportunidad de ganar. Los participantes deben mayores de 18 anos. No se necesita comprar para participar.
advanceautoparts.com/survey

Mang Yang

Receipt for 2 Red Lens Repair

AutoZone 1974
1516 N 13TH ST
SHEBOYGAN, WI
(920) 451-6988

#168404 03341 8.99 P
3M
Lens Repair - Red, EA
#168404 03341 8.99 P
3M
Lens Repair - Red, EA

SUBTOTAL	17.98
TOTAL TAX @ 5.00C%	0.90
TOTAL	18.88
CASH	20.00
CHANGE	1.12

REG #02 CSR #17 RECEIPT #025022
STR. TRANS #653455
STORE #1974
DATE 02/16/2016 14:59
OF ITEMS SOLD 2

1974653455021616

****
Make all your projects rewarding!
Get a $20 Reward when you make 5
qualifying purchases of $20 or more*
Join AutoZone Rewards for free in-store
or online at AutoZone.com/azrewards
*See terms and conditions at
AutoZone.com/azrewards for details.
****

Take a survey for a
chance to win $10000
at www.autozonecares.com
or by calling 1-800-598-8943.
No purchase necessary. Ends 02/29/16.
Subject to full official rules
at www.autozonecares.com

Ref No:
1974-653455-160216-3

Bought this after the red tape didn't work out over tail light. Red tape touched the bulb and melted. Had to get more red tape. They ran out and I went to Advance Auto to buy more red tape.

Mang Yang

1999 Ford Expedition Rear driver side tail light

DICK BRANTMEIER FORD-LINCOLN-MERCURY
3624 KOHLER MEMORIAL DRIVE
SHEBOYGAN, WI 53082-0026
OFFICE: 920-458-6111 FAX: 920-451-8198

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

02/16/2016 01:52 P

Owner

Owner: MANG YANG
Address: 1526 ONT
City State Zip: Sheboygan, WI 53081
Work/Day: (920)627-1261
FAX:

Inspection

Inspection Date: 02/16/2016 01:52 PM
Inspection Type:

Company: BRANTMEIER FORD
Contact: DALE SPAETH
Address: 3624 KOHLER MEMORIAL DR
City State Zip: Sheboygan, WI 53081
Appraiser License # :
Work/Day: (920)458-6111
FAX: (920)451-8198

Repairer

Repairer: DICK BRANTMEIER FORD
Address: 3624 KOHLER MEMORIAL DR
City State Zip: Sheboygan, WI 53081
Contact:
Work/Day: (920)458-6111
Work/Day:

Target Complete Date/Time:
Days To Repair: 5

Vehicle

1999 Ford Expedition Eddie Bauer 4 DR Wagon
8cyl Gasoline 5.4
4 Speed Automatic

Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Refinish: Two-Stage
VIN: 1FMPU18L8XLC53014
Mileage: 185,000
Mileage Type: Actual
Code: P8503B
Int. Refinish: Two-Stage

Options

4-Wheel Drive	AM/FM Stereo Tape	Anti-Lock Brakes
Center Console	Chrome Bumper(s)	Chrome Steel Wheels
Compact Disc Changer	Cruise Control	Dual Air Conditioning
Dual Airbags	Fog Lights	Intermittent Wipers
Keyless Entry System	Leather Seats	Leather Steering Wheel
Lighted Entry System	Mach Audio System	Overhead Console
Power Brakes	Power Door Locks	Power Drivers Seat
Power Quarter Windows	Power Steering	Power Windows
Privacy Glass	Rear Seat Audio Controls	Rear Window Defroster
Rear Window Wiper/Washer	Roof/Luggage Rack	Running Boards
Tachometer	Third Seat (trucks)	Tilt Steering Wheel

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Stripes And Mouldings										
1	TE	94		Stripe Assembly LT	Partial Replace Price	$120.32				SM
2	ET	274		Stripe,Quarter Upper LT	Partial Replace Labor				0.4	SM
Quarter And Rocker Panel										
3	I	389		Panel,Quarter LT	Repair				5.0*	SM
4	L	389	13	Panel,Quarter LT	Refinish				4.0	RF
					2.8 Surface					
					0.6 Two-stage setup					
					0.6 Two-stage					
Tailgate										
5	I	479		Shell,Tailgate	Repair				3.0*	SM
6	L	479		Shell,Tailgate	Refinish				2.6	RF
					2.2 Surface					
					0.4 Two-stage					
7	RI	492		Handle,Tailgate Outer	R & I Assembly				0.8	SM
Rear Body, Lamps And Floor Pan										
8	E	533		Taillamp Assembly LT	F75Z13405AC	$65.62			0.3	SM
Manual Entries										
9	EC	M14		Corrosion Protection	Replace Economy				0.2*	RF
10	EC	M17		Cover Car Exterior	Replace Economy	$8.00*				RF
11	SB	M60		Hazardous Waste Removal	Sublet Repair	$3.00*				SM
11	**Items**									

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

Estimate Total & Entries

Gross Parts		$185.94	
Other Parts		$8.00	
Paint & Materials	6.8 Hours @ $36.00	$244.80	
Parts & Material Total			$438.74
Tax on Parts & Material	@ 5.000%		$21.94

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	$58.00	1.5	8.0	9.5	$551.00
Mech/Elec (ME)	$85.00				
Frame (FR)	$60.00				
Refinish (RF)	$58.00	6.8		6.8	$394.40

Labor Total	16.3 Hours		$945.40
Tax on Labor	@ 5.000%	$47.27	
Sublet Repairs		$3.00	
Tax on Sublet	@ 5.000%	$0.15	
Gross Total			**$1,456.50**
Net Total			**$1,456.50**

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00/00 Zip Code: 53081 Default

Audatex Estimating 7.0.712 ES 02/16/2016 01:54 PM REL 7.0.712 DT 01/01/2016 DB 02/15/2016
Copyright (C) 2016 Audatex North America, Inc.

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

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

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	

Audatex
a Solera company

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Audatex Estimating is a trademark of Audatex North America, Inc.

DEAN'S AUTO BODY INC
1407 N. 29TH STREET
SHEBOYGAN, WI 53081
OFFICE: 920-457-5494 FAX: 920-457-6495
"DEAN'S HAS THE MEANS FOR ALL YOUR AUTO NEEDS"

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

02/16/2016 02:36 PM

Owner

Owner:	Mang Yang		
Address:	1526 Ontario Ave	**Home/Day:**	(920)627-1261
City State Zip:	Sheboygan, WI 53081	**FAX:**	
Email:	mangyang82@hotmail.com		

Inspection

Inspection Date:	02/16/2016 05:07 PM	**Inspection Type:**	Drive In
Inspection Location:	Dean's Auto Body	**Contact:**	Phil Black
Address:	1407 North 29th St.	**Work/Day:**	(920)457-5494x
City State Zip:	Sheboygan, WI 53081	**FAX:**	(920)457-6495x
Primary Impact:	Left Rear Corner	**Secondary Impact:**	
Driveable:	Yes	**Rental Assisted:**	
Appraiser Name:	PHIL BLACK	**Appraiser License # :**	

Repairer

Repairer:	Dean's Auto Body	**Contact:**	Phil Black
Address:	1407 North 29th St.	**Work/Day:**	(920)457-5494
City State Zip:	Sheboygan, WI 53081	**FAX:**	(920)457-6495
Target Complete Date/Time:		**Days To Repair:**	4*

Remarks

*** Original Estimate ***

Vehicle

1999 Ford Expedition Eddie Bauer 4 DR Wagon
8cyl Gasoline 5.4
4 Speed Automatic

Lic.Plate:	726-UXB	**Lic State:**	WI
Lic Expire:		**VIN:**	1FMPU18L8XLC53014
Prod Date:	08/1999	**Mileage:**	190,553
Veh Insp# :		**Mileage Type:**	Actual
Condition:		**Code:**	P8503B
Ext. Color:	DARK TOREADOR MET	**Int. Color:**	
Ext. Refinish:	Two-Stage	**Int. Refinish:**	Two-Stage
Ext. Paint Code:	M6771A,JL	**Int. Trim Code:**	

Options

4-Wheel Drive	AM/FM Stereo Tape	Anti-Lock Brakes
Center Console	Chrome Bumper(s)	Chrome Steel Wheels

Compact Disc Changer	Cruise Control	Dual Air Conditioning
Dual Airbags	Fog Lights	Intermittent Wipers
Keyless Entry System	Leather Seats	Leather Steering Wheel
Lighted Entry System	Mach Audio System	Overhead Console
Power Brakes	Power Door Locks	Power Drivers Seat
Power Quarter Windows	Power Steering	Power Windows
Privacy Glass	Rear Seat Audio Controls	Rear Window Defroster
Rear Window Wiper/Washer	Roof/Luggage Rack	Running Boards
Tachometer	Third Seat (trucks)	Tilt Steering Wheel

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Stripes And Mouldings										
1	TE	94		Stripe Assembly LT	Partial Replace Price	$120.32				SM
2	RI	123		Mldg,Qtr Whl Opening LT	R & I Assembly				0.3	SM
3	ET	274		Stripe,Quarter Upper LT	Partial Replace Labor				0.4	SM
Quarter And Rocker Panel										
4	I	389		Panel,Quarter LT	Repair				5.0*	SM
5	L	389	13	Panel,Quarter LT	Refinish				4.5	RF
					2.8 Surface					
					0.6 Two-stage setup					
					0.6 Two-stage					
					0.5 Feather, Prime & Block					
6	SB	243		Glass,Quarter Tinted LT	Sublet Repair	$87.50*				SM
				>> >>Lakeshore Glass						
7	RI	432		Mldg,Rear Sd Wndw Rvl L/R	R & I Assembly				2.5	SM
8	RI	440		Guard,Stone LT	R & I Assembly				0.2	SM
Tailgate										
9	I	479		Shell,Tailgate	Repair				2.0*	SM
10	L	479		Shell,Tailgate	Refinish				3.1	RF
					2.2 Surface					
					0.4 Two-stage					
					0.5 Feather, Prime & Block					
11	RI	508		N/Plate,Tailgate	R & I Assembly				0.2	SM
12	RI	496		Emblem,Tailgate	R & I Assembly				0.2	SM
13	RI	477		Cyl,Tailgate Lock	R & I Assembly				0.6	SM
14	RI	491		Handle,Tailgate Glass	R & I Assembly				0.3	SM
15	RI	490		Motor,Tailgate Wiper	R & I Assembly				0.3	SM
Rear Bumper										
16	N	574		Rear Bumper Assy R&I	Additional Labor				INC	SM
17	RI	447		Filler,Bmpr-Qtr Panel LT	R & I Assembly				0.5	SM
Manual Entries										
18	L	M14		Corrosion Protection	Refinish				0.2*	RF
19	EC			Cover car exterior	Replace Economy	$5.00*			0.2*	SM
20	N			De-Nib and polish	Additional Labor					SM*
21	N			Hazad, waste	Additional Labor	$5.00*				SM
22	N			Clean/Retape Name & Emb.	Additional Labor	$10.00*			0.8*	SM*

22 Items

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

Estimate Total & Entries

Gross Parts			$120.32	
Other Parts			$20.00	
Paint & Materials	6.8 Hours @	$36.00	$244.80	
Feather Prime & Block Materials	1.0 Hours @	$36.00	$36.00	
Parts & Material Total				$421.12
Tax on Parts & Material	@	5.000%		$21.06

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs		
Sheet Metal (SM)	$58.00	5.7	7.8	13.5	$783.00	
Mech/Elec (ME)	$75.00					
Frame (FR)	$70.00					
Refinish (RF)	$58.00	7.8		7.8	$452.40	
Labor Total				21.3 Hours		$1,235.40
Tax on Labor	@	5.000%			$61.77	
Sublet Repairs					$87.50	
Tax on Sublet	@	5.000%			$4.38	
Gross Total						**$1,831.23**
Net Total						**$1,831.23**

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

Audatex Estimating 7.0.712 ES 02/23/2016 03:24 PM REL 7.0.712 DT 01/01/2016 DB 02/15/2016
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1.0 HOURS OF REPAIR TIME WERE ALLOCATED TO FEATHER, PRIME & BLOCK AS INDICATED BY THE ESTIMATE PREPARER'S LABOR ITEMIZATION. FEATHER, PRIME & BLOCK LABOR IS REFLECTED UNDER THE REFINISH OPERATION FOR THE APPLICABLE DAMAGE ENTRY.
1.6 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

THIS ESTIMATE IS BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS OR LABOR THAT MAY BE REQUIRED AFTER THE WORK HAS BEEN STARTED. OCCASIONALLY, WORN OR DAMAGED PARTS ARE DISCOVERED THAT WERE NOT EVIDENT ON THE FIRST INSPECTION. THEREFORE, THE ABOVE PRICED ARE NOT GUARANTEED. PARTS PRICES SUBJECTED TO CHANGE DUE TO MANUFACTURER'S PRICE INCREASES.

Op Codes

Mary Yang

Receipt for 4 rolls of red tape

Bought 4 rolls incase I needed extra since the first time I bought 2 rolls was almost not enough.

Advance Auto Parts

Service is our best part.

Store # 07187
(920) 451-6202
2713 Calumet Dr
Sheboygan WI 53083
2/16/2016 15:08:12 REG 02
Cashier: Sara T.

ITEM	QTY	PRICE	TOTAL
LNS RPR RED 1.87x50" 60 6014453			
03441	4	$4.69	$18.76 T1
Sub Total			$18.76
T1 Tax @		5.0000%	$0.94
Total			$19.70
Cash			$20.00
CHANGE ====>			0.30

Real Rewards. Real Fast!
Retail customers, Spend $30 get $5 off next purchase of $10 or more. Spend $100 get $20 off next purchase of $40 or more. Rewards sent straight to your email. Fast. Questions? Go to www.speedperks.com .

Scan to RETURN items
Z2MGF1CL3F1KQL

Transaction #7649
Thank you for shopping at Advance Auto Parts

WARRANTY INFORMATION AVAILABLE AT STORE

Join Our Winning Team!
Go to AdvanceAutoParts.Jobs
or
espanol.AdvanceAutoParts.Jobs
Choose the position and location you're interested in and follow the instructions to apply!

* = 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	

Audatex
a Solera company

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Marg Yang

Receipt for 2 rolls of red tape & Rear driver side brake light blub

---

AutoZone 1974
1516 N 13TH ST
SHEBOYGAN, WI
(920) 451-6988

#500372 03441HA	4.69 P
03441HA 3M	
Red Lens Repair Tape, EA	
#500372 03441HA	4.69 P
03441HA 3M	
Red Lens Repair Tape, EA	
#089681 3157LL	5.99 P
3157LL Mini Bulb	
Sylvania Long Life, 2 PK	
SUBTOTAL	15.37
TOTAL TAX @ 5.000%	0.77
TOTAL	16.14
CASH	20.00
CHANGE	3.86

REG #03 CSR #21 RECEIPT #732159
STR. TRANS #653436
STORE #1974
DATE 02/16/2016 14:31
OF ITEMS SOLD 3

1974653436021616

****
Make all your projects rewarding!
Get a $20 Reward when you make 5
qualifying purchases of $20 or more*
Join AutoZone Rewards for free in-store
or online at AutoZone.com/azrewards
*See terms and conditions at
AutoZone.com/azrewards for details.
****

Take a survey for a chance to win $10000

at www.autozonecares.com
or by calling 1-800-598-8943.
No purchase necessary. Ends 02/29/16.
Subject to full official rules
at www.autozonecares.com

Ref No:
1974-653436-160216-3

Note: The guy in Autozone did say I might not need the red lens and didn't get them cause they were not big enough he said. But the red tape alone did not work cause the bulb melted the tape in my first atempt to cover up the exposed bulb.

VI

6.14

R. C. No. 352- 14 - 15. By FINANCE. April 8, 2015.

Your Committee to whom was referred R. O. No. 222-14-15 by the City Clerk submitting a Summons and Complaint in the matter of Coretta E. Munoz v. City of Sheboygan et al.; recommends that the document be referred to the new Common Council.

refer to new Council (Finance)

John Bl
Julie Kath

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

4.6

R. O. No. 222 14 - 15. By CITY CLERK. January 19, 2015.

Submitting a Summons and Complaint in the matter of Coretta E. Munoz vs. the City of Sheboygan et al.

Finance

Susan Richards
City Clerk

CIRCUIT COURT BRANCH 1
L EDWARD STENGEL
615 N SIXTH STREET
SHEBOYGAN WI 53081

STATE OF WISCONSIN | CIRCUIT COURT BRANCH ___ | SHEBOYGAN COUNTY

Case Code: 30101

CORETTA E. MUNOZ
an Adult Individual
428 St. Clair Avenue
Apartment 2
Sheboygan, WI 53081

Plaintiff,

vs.

CITY OF SHEBOYGAN
a Wisconsin Municipal Corporation
828 Center Avenue
Sheboygan, WI 53081,

TRANSIT MUTUAL INSURANCE CORPORATION OF WISCONSIN
a Wisconsin Insurance Company
P.O. Box 1135
Appleton, WI 54912-1135,

SHORELINE METRO
A Wisconsin Company
608 S. Commerce Street
Sheboygan, WI 53081,

and

SCOTT WILKE
an Adult Individual
N 6401 County Road M
Sheboygan Falls, WI 53085,

Defendants.

1/9/15 at 4:10 pm
City of Sheboygan
828 Center Avenue, Sheboygan
Susan Richards
Corporate Service

Case No. 15CV0017

JAN 9'15 PM 4:06
SHEBOYGAN WI
'15 JAN -9 P2:00
CLERK CIRCUIT COURT
FILED

SUMMONS

THE STATE OF WISCONSIN, To each person named above as a Defendant:

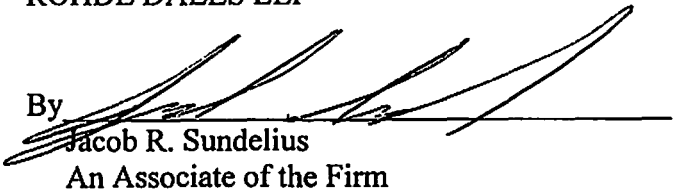
You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within 45 days of receiving this Summons, you must respond with a written answer, as that term is used in Wis. Stat. ch. 802, 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 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Rohde Dales LLP, Plaintiff's attorneys, whose address is 607 North 8th Street, Ste. 700, Sheboygan, Wisconsin 53081. You may have an attorney help or represent you.

If you do not provide a proper Answer within 45 days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you 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 January, 2015.

ROHDE DALES LLP

By 
Jacob R. Sundelius
An Associate of the Firm
State Bar No. 1096476
Attorneys for Plaintiff

P.O. Address:
607 North 8th Street, Ste. 700
Sheboygan, WI 53081
Telephone (920) 458-5501
Facsimile (920) 458-5874

STATE OF WISCONSIN | CIRCUIT COURT BRANCH ___ | SHEBOYGAN COUNTY

Case Code: 30101

CORETTA E. MUNOZ
an Adult Individual
428 St. Clair Avenue
Apartment 2
Sheboygan, WI 53081

Plaintiff,

vs.

CITY OF SHEBOYGAN
a Wisconsin Municipal Corporation
828 Center Avenue
Sheboygan, WI 53081,

Case No. 15CV0017

TRANSIT MUTUAL INSURANCE CORPORATION OF WISCONSIN
a Wisconsin Insurance Company
P.O. Box 1135
Appleton, WI 54912-1135,

SHORELINE METRO
A Wisconsin Company
608 S. Commerce Street
Sheboygan, WI 53081,

and

SCOTT WILKE
an Adult Individual
N 6401 County Road M
Sheboygan Falls, WI 53085,

Defendants.

CLERK CIRCUIT COURT
FILED
'15 JAN -9 P2:09
SHEBOYGAN COUNTY
WISCONSIN

COMPLAINT

Plaintiff Coretta E. Munoz, through her attorneys, Rohde Dales LLP, as a Complaint against the Defendants, alleges as follows:

1. Plaintiff Coretta E. Munoz (Munoz) is an adult resident of Sheboygan County, residing at 428 St. Clair Avenue, Apartment 2, Sheboygan.

2. The City of Sheboygan is a Wisconsin Municipal Corporation with principal offices located at 828 Center Avenue, Sheboygan, Wisconsin.

3. Defendant Transit Mutual Insurance Corporation of Wisconsin (Transit Mutual) is a domestic insurance company with its principal place of business located at 2575 South Memorial Drive, Appleton, Wisconsin 54915. Upon information and belief, Transit does substantial business in Sheboygan County including its coverage of the City of Sheboygan.

4. Defendant Shoreline Metro is a domestic company with its principal place of business located in Sheboygan County at 608 S. Commerce Street, Sheboygan, Wisconsin.

5. Upon information and belief, defendant Scott Wilke is an adult resident of Sheboygan County, residing at N 6401 County Road M, Sheboygan Falls, Wisconsin.

6. Upon information and belief, Shoreline Metro is wholly owned by The City of Sheboygan.

7. Upon information and belief, Shoreline Metro is wholly operated by the City of Sheboygan.

8. Upon information and belief, at all times material, hereto, there was in full force and effect one or more policies of liability insurance issued by Transit Mutual to or covering the City of Sheboygan. Transit Mutual agreed to indemnify the City of Sheboygan with respect to any and all liability or damages suffered by a third person as a result of the negligent operation of Shoreline Metro busses. Therefore, Transit Mutual is a proper party to this action.

9. Munoz provided the City of Sheboygan proper notice of claim on or about March 10, 2014 as required by Wis. Stat. § 893.80.

10. The City of Sheboygan did not respond to Munoz's notice of claim.

FIRST CLAIM FOR RELIEF – NEGLIGENCE OF SCOTT WILKE

11. Munoz incorporates as if fully set forth herein all of the preceding allegations of the Complaint contained in paragraphs 1 through 10.

12. On or about December 11, 2013, at between approximately 4:00 and 5:00 p.m., Munoz was traveling by bus (the Bus) via Shoreline Metro.

13. Upon information and belief, at that same time and place, Scott Wilke was operating the Bus.

14. Upon information and belief, Scott Wilke caused the Bus to come to an abrupt stop.

15. Upon information and belief, Scott Wilke was negligent in the operation of the Bus as to speed, lookout, management, and control.

16. As a direct and proximate result of the negligent acts and omissions on the part of Scott Wilke, Munoz sustained injuries to her person, some of which may be permanent, resulting in past and future medical and related expenses and past and future pain, suffering, and disability.

SECOND CLAIM FOR RELIEF – RESPONDEAT SUPERIOR

17. Munoz incorporates as if fully set forth herein all of the proceeding allegations of the Complaint contained in paragraphs 1 through 16.

18. Upon information and belief, on December 11, 2013, the driver of the Bus, who upon information and relief was Scott Wilke, was an employee of Shoreline Metro.

19. On or about December 11, 2013, the driver of the Bus, who upon information and relief was Scott Wilke, had the express and inherent authority of Shoreline Metro to operate the Bus.

20. The driver of the Bus's, who upon information and relief was Scott Wilke, actions driving the Bus on or about December 11, 2013, were within the scope of his employment.

21. Shoreline Metro is responsible for the damages caused to Munoz by the driver of the Bus's, who upon information and relief was Scott Wilke, negligent operation of the Bus.

THIRD CLAIM FOR RELIEF – RESPONDEAT SUPERIOR

22. Munoz incorporates as if fully set forth herein all of the proceeding allegations of the Complaint contained in paragraphs 1 through 21.

23. Upon information and belief, on December 11, 2013, the driver of the Bus, who upon information and relief was Scott Wilke, was an employee of the City of Sheboygan.

24. On or about December 11, 2013, the driver of the Bus, who upon information and relief was Scott Wilke, had the express and inherent authority of the City of Sheboygan to operate the Bus.

25. The driver of the Bus's, who upon information and relief Scott Wilke, actions driving the Bus on was or about December 11, 2013, were within the scope of his employment.

26. The City of Sheboygan is responsible for the damages caused to Munoz by the driver of the Bus's, who upon information and relief was Scott Wilke, negligent operation of the Bus.

WHEREFORE, Plaintiff Coretta Munoz demands judgment against Defendants City of Sheboygan, Transit Mutual Insurance Corporation of Wisconsin, Shoreline Metro, and Scott Wilke as follows:

A. Damages to be determined by the trier of fact;

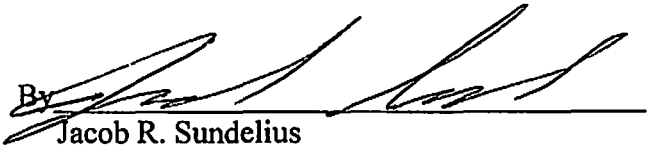
B. The costs and disbursements of this action; and

C. For such other and further relief as the court deems just and equitable.

PLAINTIFFS HEREIN DEMAND TRIAL BY A 12-PERSON JURY.

Dated this 9th day of January, 2014.

ROHDE DALES LLP

By: 

Jacob R. Sundelius
An Associate at the Firm
State Bar No. 1096476
Attorneys for Plaintiffs

P.O. Address:
607 North 8th Street, Ste. 700
Sheboygan, WI 53081-4513
Telephone (920) 458-5501
Facsimile (920) 458-5874

II

4.2

R. O. No. 300 - 14 - 15. By CITY CLERK. April 20, 2015.

Submitting an Amended Summons and Amended Complaint in the matter of Wells Fargo Bank, N.A. v Gayle S. Sebald et al.

Finance to the new Council

Susan Richards
City Clerk

STATE OF WISCONSIN | CIRCUIT COURT CIVIL DIVISION | SHEBOYGAN COUNTY

WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD.
FORT MILL, SC 29715
Plaintiff

Vs.

GAYLE S. SEBALD
4425 PRIMROSE CT. APT. T106
SHEBOYGAN, WI 53081

UNKNOWN SPOUSE OF
GAYLE S. SEBALD
4425 PRIMROSE CT. APT T106
SHEBOYGAN, WI 53081

CURRENT OCCUPANTS OF
2022 N. 8TH STREET
SHEBOYGAN, WI 53081

THE CITY OF SHEBOYGAN,
WISCONSIN DEPARTMENT OF
CITY DEVELOPMENT
807 CENTER AVENUE
SHEBOYGAN, WI 53081

Defendant

AMENDED SUMMONS
Case No. 15 CV 142

Case Code No. 30404

CLERK CIRCUIT COURT
FILED
2015 APR -1 A 11:52
SHEBOYGAN COUNTY
WISCONSIN

Served @ The City & Sheb. Co. Wisconsin Dept. of City Development 807 Center Ave. Sheb. WI by Dan Ullman (Com. Dev. Spec.) on 4-15-15 at 2:30 p.m.

AMENDED SUMMONS

THE STATE OF WISCONSIN

To each person named above as 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 twenty (20) days, or forty-five (45) days for the State of Wisconsin, an officer or agency of the State, or sixty (60) days for the United States of America, an officer or agency of, of receiving this Summons, 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:

Nan Todd
Clerk of Courts
Sheboygan County Courthouse
615 N. 6th Street
Sheboygan, WI 53081

And to plaintiff's attorneys, whose address is:

Cord J. Harris
Johnson, Blumberg & Associates, LLC.
230 W. Monroe Street, Suite 1125,
Chicago, IL 60606

You may have an attorney help or represent you.

If you do not provide an Answer within twenty (20) days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by the 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: March 31, 2015

Cord J Harris

Cord J. Harris
State Bar No. 1096301
Johnson, Blumberg, & Associates, LLC
633 W. Wisconsin Avenue, Suite 408
Milwaukee, Wisconsin 53203
Ph. 312-541-9710
Fax 312-541-9711
JB&A #WI 15 9889

STATE OF WISCONSIN | CIRCUIT COURT CIVIL DIVISION | SHEBOYGAN COUNTY

WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD.
FORT MILL, SC 29715
Plaintiff

Vs.

GAYLE S. SEBALD
4425 PRIMROSE CT. APT. T106
SHEBOYGAN, WI 53081

UNKNOWN SPOUSE OF
GAYLE S. SEBALD
4425 PRIMROSE CT. APT T106
SHEBOYGAN, WI 53081

CURRENT OCCUPANTS OF
2022 N. 8TH STREET
SHEBOYGAN, WI 53081

THE CITY OF SHEBOYGAN,
WISCONSIN DEPARTMENT OF
CITY DEVELOPMENT
807 CENTER AVENUE
SHEBOYGAN, WI 53081

Defendant

AMENDED COMPLAINT
Case No. 15 CV 142

Case Code No. 30404

CLERK CIRCUIT COURT
FILED
2015 APR -1 A 11:52
SHEBOYGAN COUNTY
WISCONSIN

Now Comes Wells Fargo Bank, N.A., Plaintiff, by its attorney, Cord J. Harris of Johnson, Blumberg & Associates, LLC., as and for an Amended Complaint against the defendants, alleges and shows to the Court as follows:

1. That Plaintiff is the current holder of a certain note and mortgage on real estate located in Sheboygan County, Wisconsin, true copies of which are attached hereto as Exhibits A and B and incorporated by reference.
2. That Gayle S. Sebald is an adult who executed a mortgage that is the subject of this foreclosure action against the property located at 2022 N. 8th St., Sheboygan, WI 53081 and shall hereinafter be referred to as mortgagor defendant.
3. That the mortgaged real estate is presently owned by Gayle S. Sebald.
4. That an UNKNOWN SPOUSE of Gayle S. Sebald may claim an interest in and to the subject real estate by virtue of his/her marriage to Gayle S. Sebald; that the interest of

said defendant in and to the said real estate is subject and subordinate to the lien of plaintiff's real estate mortgage.

5. On or about June 22, 2009, for value received Gayle S. Sebald executed and delivered to Wells Fargo Bank, N.A., a note in writing dated that date and thereby promised to pay the principal balance of SIXTY-ONE THOUSAND THREE HUNDRED AND 00/100 DOLLARS ($61,300.00) plus interest payable in accordance with the terms and provisions of said Note. Plaintiff is the current holder of said note.

6. That to secure the indebtedness referred to in the preceding paragraph, the mortgagor defendant duly executed a mortgage to Wells Fargo Bank, N.A., which mortgage was dated on June 22, 2009 and recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin on June 26, 2009 as Document Number 1881562. Plaintiff is the current holder of said mortgage.

7. The mortgagor defendant failed to comply with the terms of the note and mortgage by failing to pay past due monthly installments payments for June 1, 2014 to the present, and there is now due and owing to Plaintiff the principal sum of $56,574.80, plus interest, late charges and other charges that may vary from day to day, and therefore, the total amount due to the Plaintiff is not calculated herein.

8. The Plaintiff has declared the note and mortgage immediately due and payable by reason of the default of the mortgagor defendant in the payments required by the note and has directed foreclosure proceedings be instituted against this defendant.

9. The property consists of real property other than a one to four unit family residence that is owner occupied as defined by Section 846.103 of the Wisconsin statutes commonly known as 2022 N. 8th St., Sheboygan, WI 53081. The legal description of the property is stated on the recorded mortgage and is as follows:

> LOT TWELVE (12) BLOCK THREE (3), ASSESSMENT SUBDIVISION NUMBER TEN (10) IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, ACCORDING TO THE RECORDED PLAT THEREOF.
>
> TAX KEY NO: 59281701770

10. That the mortgagor defendant expressly agreed to the reduced redemption period provisions of Chapter 846 of the Wisconsin Statutes and the Plaintiff hereby elects to proceed with foreclosure pursuant to Section 846.103 of the Wisconsin Statutes with a three (3) month period of redemption, that the premises covered by the mortgage are twenty acres or less in area, and that Plaintiff hereby elects to waive judgment for any

deficiency which may remain due the Plaintiff after the sale of the mortgaged premises against the defendant and consents 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.

11. Current occupants of 2022 N. 8th Street, Sheboygan, WI 53081 are named as party defendants in order to extinguish any possessory interest or other interest that said defendants may claim in or to the mortgaged property.

12. The City of Sheboygan Department of City Development is a defendant in this action by virtue of an interest in the subject real estate by reason of a junior mortgage, and the Terms and Conditions thereof, from Gayle S. Sebald, to The City of Sheboygan Department of City Development, for $6,412.00 dated July 1, 1996 and recorded on July 3, 1996 in the Office of the Register of Deeds for Sheboygan County, Wisconsin, as Document No. 1454786, and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage by virtue of a Subordination executed by City of Sheboygan Department of City Development, recorded June 26, 2009 as Document No. 1881563, and said interest is sought to be terminated in this foreclosure action.

13. The City of Sheboygan, Wisconsin Department of City Development is a defendant in this action by virtue of an interest in the subject real estate by reason of a Mortgage, and the Terms and Conditions thereof, from Gayle S. Sebald, to the City of Sheboygan, Wisconsin, Department of City Development, for $6,987.00 dated July 30, 2002 and recorded on September 13, 2002 in the Office of the Register of Deeds for Sheboygan County, Wisconsin, as Document No. 1648954, and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage virtue of a Subordination Agreement instrument executed by City of Sheboygan Department of City Development dated June 10, 2009 and recorded June 26, 2009 as Document No. 1881564, and said interest is sought to be terminated in this foreclosure action.

14. That the other defendants, if any, may have an interest in the premises set forth in this complaint, but that all such interests are subordinate to Plaintiff's mortgage and Plaintiff's claim made herein.

WHEREFORE, Plaintiff demands judgment:

1. For the foreclosure and sale of the mortgaged premises in accordance with Section 846.103 of the Wisconsin Statutes which calls for a three (3) month period of redemption, or in the event there is a finding of abandonment, Plaintiff demands a two (2) month redemption period. In the event the subject property is determined to be owner-occupied pursuant to section 846.101 of the Wisconsin Statutes, Plaintiff demands a six (6) month redemption period.
2. For amounts due the Plaintiff for principal, interest, late charges, taxes, insurance, costs, disbursements and attorney fees be adjudged and determined;
3. That the defendant and all persons claiming under them be barred and foreclosed from all right, claim, lien, title and equity of redemption in or to said premises, except by the right to redeem the same before sale as provided by law;
4. That the interests of other defendants be adjudged subordinate to Plaintiff's mortgage.
5. That the mortgagor defendant or persons occupying the premises be enjoined and restrained from committing waste during the pendency of the action; and
6. That the Plaintiff have such other and further relief as may be just and equitable.

DATE: March 31, 2015

Respectfully submitted,

Wells Fargo Bank, N.A.

By: Cord J. Harris

Cord J. Harris State Bar No. 1096301
Johnson, Blumberg & Associates, LLC.
Its Attorney

Cord J. Harris
Attorney for Plaintiff
Johnson, Blumberg, & Associates, LLC
633 W. Wisconsin Avenue, Suite 408
Milwaukee, Wisconsin 53203
Ph. 312-541-9710
Fax 312-541-9711
JB&A #WI 15 9889

REDACTED

NOTE

JUNE 22, 2009 SHEBOYGAN WISCONSIN
[Date] [City] [State]
2022 N 8TH ST, 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. $ ******61,300.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is WELLS FARGO BANK, 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 5.125 %.

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 FIRST day of each month beginning on AUGUST 01, 2009. 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 JULY 01, 2039, 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 WELLS FARGO HOME MORTGAGE, P.O. BOX 11701, NEWARK, NJ 071014701 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. $ **********333.77.

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

REDACTED

Exhibit A

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, 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 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.

Gayle S Seabald (Seal)
GAYLE S SEBALD -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

[Sign Original Only]

WITHOUT RECOURSE
PAY TO THE ORDER OF

WELLS FARGO BANK, N.A.
BY Joan M. Mills
Joan M. Mills, Vice President

1881562

SHEBOYGAN COUNTY, WI
RECORDED ON
06/26/2009 03:23PM

ELLEN R. SCHLEICHER
REGISTER OF DEEDS

RECORDING FEE: 45.00
TRANSFER FEE:
EXEMPTION #

STAFF ID 3
TRANS # 134775
OF PAGES: 18

MORTGAGE

DOCUMENT NUMBER

NAME & RETURN ADDRESS
WFHM FINAL DOCS X2599-024

405 SW 5TH STREET
DES MOINES, IA 50309-4600

PARCEL IDENTIFIER NUMBER

[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 JUNE 22, 2009 together with all Riders to this document.
(B) "Borrower" is GAYLE S SEBALD, A SINGLE PERSON

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

Lender is a NATIONAL ASSOCIATION
organized and existing under the laws of THE UNITED STATES

REDACTED

REDACTED

Exhibit B 18

Lender's address is P.O. BOX 11701, NEWARK, NJ 071014701

Lender is the mortgagee under this Security Instrument.
(D) "Note" means the promissory note signed by Borrower and dated JUNE 22, 2009
The Note states that Borrower owes Lender SIXTY ONE THOUSAND THREE HUNDRED AND 00/100 Dollars
(U.S. $ *****61,300.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JULY 01, 2039
(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.

(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]

GS /SEE/ ATTACHED /LEGAL /DESCRIPTION

Lot Twelve (12), Block Three (3), Assessment Subdivision Number Ten (10), in the City of Sheboygan, according to the recorded plat thereof.

TAX STATEMENTS SHOULD BE SENT TO: WELLS FARGO HOME MORTGAGE, P.O. BOX 11701, NEWARK, NJ 071014701

which currently has the address of 2022 N 8TH ST [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 Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this

Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. 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.

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:

_____

Gayle S Sebald (Seal)
GAYLE S SEBALD -Borrower

_____ _____ (Seal)
-Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

STATE OF WISCONSIN, Sheboygan County ss:

The foregoing instrument was acknowledged before me this June 22, 2009

by GAYLE S SEBALD, a single person

My Commission Expires:

April 8, 2012

Notary Public, State of Wisconsin

Eugene J. Hickey

This instrument was prepared by
WELLS FARGO BANK, N.A.

3003 W COLLEGE AVE,, APPLETON, WI
549140000
JAN FINLEY

1-4 FAMILY RIDER
(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 22ND day of JUNE, 2009, 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 WELLS FARGO BANK, N.A.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 2022 N 8TH ST, 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 the 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.

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.

REDACTED

REDACTED

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.

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

GAYLE S SEBALD _____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

VI

6.6

R. C. No. 359 - 14 - 15. By FINANCE. April 20, 2015.

Your Committee to whom was referred R. O. No. 287-14-15 by the City Clerk submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. v Gayle Sebald et al.; recommends that the document be referred to Finance of the new Common Council.

Finance of the new Council

Julie Kath

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

4.5

R. O. No. 287 - 14 - 15. By CITY CLERK. April 8, 2015.

Submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. v Gayle Sebald et al.

Susan Richards
City Clerk

Finance
mw

STATE OF WISCONSIN | CIRCUIT COURT CIVIL DIVISION | SHEBOYGAN COUNTY

CIRCUIT COURT BRANCH #4
TERENCE T BOURKE
615 N SIXTH STREET
SHEBOYGAN WI 53081

WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD.
FORT MILL, SC 29715
Plaintiff

SUMMONS
Case No. 15CV0142

Case Code No. 30404

Vs.

GAYLE S. SEBALD
4425 PRIMROSE CT. APT. T106
SHEBOYGAN, WI 53081

UNKNOWN SPOUSE OF GAYLE S. SEBALD
4425 PRIMROSE CT., APT T106
SHEBOYGAN, WI 53081

CURRENT OCCUPANTS OF
2022 N. 8TH STREET
SHEBOYGAN, WI 53081

THE CITY OF SHEBOYGAN, WISCONSIN DEPARTMENT OF CITY DEVELOPMENT
807 CENTER AVENUE
SHEBOYGAN, WI 53081

Defendant

CLERK CIRCUIT COURT FILED 2015 JAN 14 P 2:44 SHEBOYGAN COUNTY, WISCONSIN

Served by Deputy Sheriff Sullivan - Sheboygan County Sheriff's Department on the City of Sheboygan Dept. of City Development at 3:00 pm

SUMMONS

THE STATE OF WISCONSIN

To each person named above as 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 twenty (20) days, or forty-five (45) days for the State of Wisconsin, an officer or agency of the State, or sixty (60) days for the United States of America, an officer or agency of, of receiving this Summons, 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:

Nan Todd
Clerk of Courts
Sheboygan County Courthouse
615 N. 6th Street
Sheboygan, WI 53081

And to plaintiff's attorneys, whose address is:

Cord J. Harris
Johnson, Blumberg & Associates, LLC.
230 W. Monroe Street, Suite 1125,
Chicago, IL 60606

You may have an attorney help or represent you.

If you do not provide an Answer within twenty (20) days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by the 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: March 9, 2015

Cord J. Harris

Cord J. Harris
State Bar No. 1096301
Johnson, Blumberg, & Associates, LLC
633 W. Wisconsin Avenue, Suite 408
Milwaukee, Wisconsin 53203
Ph. 312-541-9710
Fax 312-541-9711
JB&A #WI 15 9889

STATE OF WISCONSIN | CIRCUIT COURT CIVIL DIVISION | SHEBOYGAN COUNTY

WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD.
FORT MILL, SC 29715

Plaintiff

Vs.

GAYLE S. SEBALD
4425 PRIMROSE CT. APT. T106
SHEBOYGAN, WI 53081

UNKNOWN SPOUSE OF GAYLE S. SEBALD
4425 PRIMROSE CT. APT T106
SHEBOYGAN, WI 53081

CURRENT OCCUPANTS OF
2022 N. 8TH STREET
SHEBOYGAN, WI 53081

THE CITY OF SHEBOYGAN,
WISCONSIN DEPARTMENT OF CITY DEVELOPMENT
807 CENTER AVENUE
SHEBOYGAN, WI 53081

Defendant

COMPLAINT
Case No. 15CV0142

Case Code No. 30404

CLERK CIRCUIT COURT
FILED
2015 MAR 10 P 2:44
SHEBOYGAN COUNTY
WISCONSIN

Now Comes Wells Fargo Bank, N.A., Plaintiff, by its attorney, Cord J. Harris of Johnson, Blumberg & Associates, LLC., as and for a complaint against the defendants, alleges and shows to the Court as follows:

1. That Plaintiff is the current holder of a certain note and mortgage on real estate located in Sheboygan County, Wisconsin, true copies of which are attached hereto as Exhibits A and B and incorporated by reference.
2. That Gayle S. Sebald is an adult who executed a mortgage that is the subject of this foreclosure action against the property located at 2022 N. 8th St., Sheboygan, WI 53081 and shall hereinafter be referred to as mortgagor defendant.
3. That the mortgaged real estate is presently owned by Gayle S. Sebald.
4. That an UNKNOWN SPOUSE of Gayle S. Sebald may claim an interest in and to the subject real estate by virtue of his/her marriage to Gayle S. Sebald; that the interest of

said defendant in and to the said real estate is subject and subordinate to the lien of plaintiff's real estate mortgage.

5. On or about June 22, 2009, for value received Gayle S. Sebald executed and delivered to Wells Fargo Bank, N.A., a note in writing dated that date and thereby promised to pay the principal balance of SIXTY-ONE THOUSAND THREE HUNDRED AND 00/100 DOLLARS ($61,300.00) plus interest payable in accordance with the terms and provisions of said Note. Plaintiff is the current holder of said note.

6. That to secure the indebtedness referred to in the preceding paragraph, the mortgagor defendant duly executed a mortgage to Wells Fargo Bank, N.A., which mortgage was dated on June 22, 2009 and recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin on June 26, 2009 as Document Number 1881562. Plaintiff is the current holder of said mortgage.

7. The mortgagor defendant failed to comply with the terms of the note and mortgage by failing to pay past due monthly installments payments for June 1, 2014 to the present, and there is now due and owing to Plaintiff the principal sum of $56,574.80, plus interest, late charges and other charges that may vary from day to day, and therefore, the total amount due to the Plaintiff is not calculated herein.

8. The Plaintiff has declared the note and mortgage immediately due and payable by reason of the default of the mortgagor defendant in the payments required by the note and has directed foreclosure proceedings be instituted against this defendant.

9. The property consists of real property other than a one to four unit family residence that is owner occupied as defined by Section 846.103 of the Wisconsin statutes commonly known as 2022 N. 8th St., Sheboygan, WI 53081. The legal description of the property is stated on the recorded mortgage and is as follows:

> LOT TWELVE (12) BLOCK THREE (3), ASSESSMENT SUBDIVISION NUMBER TEN (10) IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, ACCORDING TO THE RECORDED PLAT THEREOF.
>
> TAX KEY NO: 59281701770

10. That the mortgagor defendant expressly agreed to the reduced redemption period provisions of Chapter 846 of the Wisconsin Statutes and the Plaintiff hereby elects to proceed with foreclosure pursuant to Section 846.103 of the Wisconsin Statutes with a three (3) month period of redemption, that the premises covered by the mortgage are twenty acres or less in area, and that Plaintiff hereby elects to waive judgment for any

deficiency which may remain due the Plaintiff after the sale of the mortgaged premises against the defendant and consents 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.

11. Current occupants of 2022 N. 8th Street, Sheboygan, WI 53081 are named as party defendants in order to extinguish any possessory interest or other interest that said defendants may claim in or to the mortgaged property.

12. The City of Sheboygan Department of City Development is a defendant in this action by virtue of an interest in the subject real estate by reason of a junior mortgage, and the Terms and Conditions thereof, from Gayle S. Sebald, to The City of Sheboygan Department of City Development, for $6,412.00 dated July 1, 1996 and recorded on July 3, 1996 in the Office of the Register of Deeds for Sheboygan County, Wisconsin, as Document No. 1454786, and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage by virtue of a Subordination executed by City of Sheboygan Department of City Development, recorded June 26, 2009 as Document No. 1881563, and said interest is sought to be terminated in this foreclosure action.

13. The City of Sheboygan, Wisconsin Department of City Development is a defendant in this action by virtue of an interest in the subject real estate by reason of a Mortgage, and the Terms and Conditions thereof, from Gayle S. Sebald, to the City of Sheboygan, Wisconsin, Department of City Development, for $6,987.00 dated July 30, 2002 and recorded on September 13, 2002 in the Office of the Register of Deeds for Sheboygan County, Wisconsin, as Document No. 1648954, and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage virtue of a Subordination Agreement instrument executed by City of Sheboygan Department of City Development dated June 10, 2009 and recorded June 26, 2009 as Document No. 1881564, and said interest is sought to be terminated in this foreclosure action.

14. That the other defendants, if any, may have an interest in the premises set forth in this complaint, but that all such interests are subordinate to Plaintiff's mortgage and Plaintiff's claim made herein.

WHEREFORE, Plaintiff demands judgment:

1. For the foreclosure and sale of the mortgaged premises in accordance with Section 846.103 of the Wisconsin Statutes which calls for a three (3) month period of redemption, or in the event there is a finding of abandonment, Plaintiff demands a two (2) month redemption period. In the event the subject property is determined to be owner-occupied pursuant to section 846.101 of the Wisconsin Statutes, Plaintiff demands a six (6) month redemption period.
2. For amounts due the Plaintiff for principal, interest, late charges, taxes, insurance, costs, disbursements and attorney fees be adjudged and determined;
3. That the defendant and all persons claiming under them be barred and foreclosed from all right, claim, lien, title and equity of redemption in or to said premises, except by the right to redeem the same before sale as provided by law;
4. That the interests of other defendants be adjudged subordinate to Plaintiff's mortgage.
5. That the mortgagor defendant or persons occupying the premises be enjoined and restrained from committing waste during the pendency of the action; and
6. That the Plaintiff have such other and further relief as may be just and equitable.

DATE: March 9, 2015

Respectfully submitted,

Wells Fargo Bank, N.A.

By: Cord J Harris

Cord J. Harris State Bar No. 1096301
Johnson, Blumberg & Associates, LLC.
Its Attorney

Cord J. Harris
Attorney for Plaintiff
Johnson, Blumberg, & Associates, LLC
633 W. Wisconsin Avenue, Suite 408
Milwaukee, Wisconsin 53203
Ph. 312-541-9710
Fax 312-541-9711
JB&A #WI 15 9889

II

3.3

R. O. No. 9 - 15 - 16. By CITY CLERK. May 4, 2015.

Submitting a Summons and Complaint in the matter of Johnson Bank vs. Jeffrey M. Leismer et al.

Finance

Susan Richards
City Clerk

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

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

JOHNSON BANK
5901 Durand Avenue
Racine, Wisconsin 53403,

Plaintiff,

vs.

JEFFREY M. LEISMER
1721 North 1st Street
Sheboygan, Wisconsin 53081,

RENEE M. LEISMER
1817 North 5th Street
Sheboygan, Wisconsin 53081,

and

CITY OF SHEBOYGAN,
DEPARTMENT OF CITY DEVELOPMENT
828 Center Avenue, Suite 104
Sheboygan, Wisconsin 53081,

Defendants.

SUMMONS

Case No.: 15CV0232

Case Code: 30404

Case Classification:
Foreclosure of Mortgage

4.23.2015
Process Server
Time 4:04pm Date 4/23/15
Address Served 828 Center Ave Sheboygan WI 53081
Person Served Gary Bergman Department of City Development

2015 APR 24 A 11:34
SHEBOYGAN COUNTY WISCONSIN
CLERK CIRCUIT COURT
FILED

THE STATE OF WISCONSIN

To each person named above as 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 Twenty (20) days of receiving this Summons, 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:

IPPENMEYER, REILLY,
MOODIE & BLUM, S.C.
720 CLINTON STREET
P.O. BOX 766
WAUKESHA, WI 53187-0766
262-549-8181

Sheboygan County Courthouse
615 North Sixth Street
Sheboygan, Wisconsin 53081

and to Plaintiff's attorneys, who address is:

HIPPENMEYER, REILLY, MOODIE & BLUM, S.C
720 Clinton Street
P.O. Box 766
Waukesha, Wisconsin 53187-0766

You may have an attorney help or represent you.

If you do not provide a proper Answer within Twenty (20) days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment awarding money may become 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 15th day of April, 2015.

HIPPENMEYER, REILLY,
MOODIE & BLUM, S.C.

By:
Lori J. Fabian
Attorney for the Plaintiff,
Johnson Bank
State Bar No. 01045723

IPPENMEYER, REILLY,
MOODIE & BLUM, S.C.
720 CLINTON STREET
P. O. BOX 766
AUKESHA, WI 53187-0766
262-549-8181

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

JOHNSON BANK
5901 Durand Avenue
Racine, Wisconsin 53403,

Plaintiff,

vs.

JEFFREY M. LEISMER
1721 North 1st Street
Sheboygan, Wisconsin 53081,

RENEE M. LEISMER
1817 North 5th Street
Sheboygan, Wisconsin 53081,

and

CITY OF SHEBOYGAN,
DEPARTMENT OF CITY DEVELOPMENT
828 Center Avenue, Suite 104
Sheboygan, Wisconsin 53081,

Defendants.

COMPLAINT

Case No.: 15CV0232

Case Code: 30404

Case Classification:
Foreclosure of Mortgage

CLERK CIRCUIT COURT
FILED
2015 APR 16 A 11: 34
SHEBOYGAN COUNTY
WISCONSIN

NOW COMES the above-named Plaintiff, JOHNSON BANK, by its attorneys, HIPPENMEYER, REILLY, MOODIE & BLUM, S.C., by Lori J. Fabian, and as and for a Complaint against the above-named Defendants, JEFFREY M. LEISMER, RENEE M. LEISMER and CITY OF SHEBOYGAN, DEPARTMENT OF CITY DEVELOPMENT, alleges and shows to the Court as follows:

PRELIMINARY ALLEGATIONS

1. That the Plaintiff, JOHNSON BANK, is a Wisconsin banking corporation, duly organized and existing under the banking laws of the State of Wisconsin, with its principal offices located at 5901 Durand Avenue, Racine, Wisconsin, 53403. That the Plaintiff,

IPPENMEYER, REILLY,
MOODIE & BLUM, S.C.
720 CLINTON STREET
P. O. BOX 766
AUKESHA, WI 53187-0766
262-549-8181

JOHNSON BANK, is engaged in the banking business including offering and providing home mortgages.

2. That the Defendant, JEFFREY M. LEISMER, is, upon information and belief, an adult resident of the State of Wisconsin, residing at 1721 North 1st Street, Sheboygan, Wisconsin 53081, and is an owner of the property located at 1817 North 5th Street, Sheboygan, Wisconsin 53083, which is the subject of this action.

3. That the Defendant, RENEE M. LEISMER, is, upon information and belief, an adult resident of the State of Wisconsin, residing at 1817 North 5th Street, Sheboygan, Wisconsin 53081. The Defendant, RENEE M. LEISMER, executed the mortgage for the property located at 1817 North 5th Street, Sheboygan, Wisconsin 53083 and is also an owner of said property, which is the subject of this action.

4. That the Defendant, CITY OF SHEBOYGAN, DEPARTMENT OF CITY DEVELOPMENT, is, upon information and belief, a city government entity, and existing under the laws of the State of Wisconsin,, having its principal place of business at 828 Center Avenue, Suite 104, Sheboygan, Wisconsin 53081. That, upon information and belief, the Defendant, CITY OF SHEBOYGAN, DEPARTMENT OF CITY DEVELOPMENT, is a proper party named herein as CITY OF SHEBOYGAN, DEPARTMENT OF CITY DEVELOPMENT may have an interest in this action as the result of a Mortgage from Defendants, JEFFREY M. LEISMER and RENEE M. LEISMER, to Defendant, CITY OF SHEBOYGAN, DEPARTMENT OF CITY DEVELOPMENT, dated October 15, 2013, and recorded October 23, 2013, as Document No. 1977944, in the amount of $14,090.00.

5. That the Defendant, JEFFREY M. LEISMER, is obligated by a Mortgage and a Note on the property located at 1817 North 5th Street, Sheboygan, Wisconsin 53081, upon

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/OODIE & BLUM, S.C.
720 CLINTON STREET
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'AUKESHA, WI 53187-0766
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which the Plaintiff, JOHNSON BANK, bases its claim. Said Mortgage and Note are described as follows:

Date of Execution of Mortgage and Note: March 15, 2013

Mortgage Recorded:

Date:	April 1, 2013
County:	Sheboygan County
Document Number:	1965548

That attached hereto, made a part hereof, and marked as Exhibits "A" and "B" respectfully, are true and correct copies of the Mortgage and Note.

6. That the Defendants, JEFFREY M. LEISMER and RENEE M. LEISMER, are obligated by a second Mortgage, dated November 1, 2007, to the Plaintiff, JOHNSON BANK, in the amount of $14,600.00. Said second Mortgage was recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on November 2, 2007, as Document Number 1839077. The Plaintiff, JOHNSON BANK, reserves the right to any surplus after Sheriff Sale for this second Mortgage.

7. That the Defendant, JEFFREY M. LEISMER, has failed to make monthly installment payments toward the Note in the amount of $632.26 since December 1, 2014.

8. That the total amount due to the Plaintiff, JOHNSON BANK, from the Defendant, JEFFREY M. LEISMER, computed as of the 7th day of April, 2015, is the following:

Principal:	$136,334.15
Interest:	$ 2,066.65
Late Charges:	$ 126.44
Property Inspections:	$ 15.00
Total Due:	$138,542.24

That interest is also due from April 7, 2015 forward.

HIPPENMEYER, REILLY, MOODIE & BLUM, S.C.
720 CLINTON STREET
P. O. BOX 766
WAUKESHA, WI 53187-0766
262-549-8181

That in the event the Plaintiff, JOHNSON BANK, is the purchaser at Sheriff's sale, any funds advanced by the Plaintiff, JOHNSON BANK, shall be determined at confirmation to be due to the Plaintiff.

9. That the Defendant, JEFFREY M. LEISMER, duly executed the Mortgage and Note for valuable consideration. That the Plaintiff, JOHNSON BANK, is the lawful owner of the Mortgage and Note. That the Defendant, JEFFREY M. LEISMER, breached the terms and provisions of the Mortgage and Note by failing to make payments as called for therein. Accordingly, the Plaintiff, JOHNSON BANK, has exercised its option to declare the whole of principal and interest due and payable forthwith, notice of the exercise of such option being expressively waived in the Note.

10. That the property subject to the Mortgage must be sold as a whole for the best interests of all parties.

CAUSE OF ACTION

11. The Plaintiff, JOHNSON BANK, realleges and incorporates by reference as if more fully set forth herein all of the previous statements contained in Paragraphs One (1) through Ten (10) of the Preliminary Allegations.

12. That the Mortgage as executed by the Defendants, JEFFREY M. LEISMER and RENEE M. LEISMER, on March 15, 2013 was executed upon the express condition that if the Defendant, JEFFREY M. LEISMER, should pay or cause to be paid to the Plaintiff or its assigns, the sum called for in the Note as executed by the Defendant, JEFFREY M. LEISMER, with interest thereon, according to the terms and conditions of said Note and Mortgage as described above and attached hereto, then said Mortgage was to be null and void and satisfied, otherwise it was to remain in full force and effect.

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MOODIE & BLUM, S.C.
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WAUKESHA, WI 53187-0766
262-549-8181

13. That, among other things, it was provided in and by said Mortgage that the Defendant, JEFFREY M. LEISMER, would pay the sum of money above-specified and the interest thereon at the time and in the manner above-recited and as set forth in said Note and Mortgage.

14. That the Defendant, JEFFREY M. LEISMER, has defaulted on said obligations by failing to make the payments due and owing, in a timely manner.

15. That the Defendant, JEFFREY M. LEISMER, is in default under the terms and conditions of the Mortgage (Exhibit "A") and Note (Exhibit "B") and therefore, Plaintiff has the right to accelerate all amounts due and owing and require that the entire principal balance be paid by the Defendant, JEFFREY M. LEISMER.

16. That the Plaintiff, is, and has been, the lawful owner and holder of said Note and Mortgage, and the Plaintiff has not sold or assigned the same.

17. That the Defendant, JEFFREY M. LEISMER, has failed to comply with the terms and conditions of the aforesaid Note and Mortgage by failing and neglecting to make timely payments as called for therein.

18. That by reason of the aforesaid default, Plaintiff has exercised the option as provided for in the Note and Mortgage to declare the whole of the principal and interest thereof due and payable forthwith.

19. That no proceedings have been had at law or otherwise for the recovery of the sum secured by said Note and Mortgage, and that no part thereof has been paid or collected except as set forth therein.

IPPENMEYER, REILLY,
MOODIE & BLUM, S.C.
720 CLINTON STREET
P. O. BOX 766
WAUKESHA, WI 53187-0766
262-549-8181

20. That the Plaintiff herein requests the sale of the subject premises pursuant to Section 846.101, Stats. (2011-2012). The premises currently consist of a single-family residential property, which is owner occupied.

21. That the Plaintiff expressly waives judgment for any deficiency against the Defendant, JEFFREY M. LEISMER, if any, after said sale of the subject premises.

22. That the Plaintiff, Johnson Bank, asserts a claim for any surplus to their interest in the second Mortgage and Note as a result of this foreclosure action.

WHEREFORE, the Plaintiff, JOHNSON BANK, prays for judgment as follows:

1. Judgment, foreclosure and sale of said mortgaged premises as provided by law.

2. That all amounts due and owing the Plaintiff for principal, interest, taxes, costs, disbursements and actual attorneys fees be adjudged and determined, as well as the amount of any and all persons claiming under them or either of them may be barred and foreclosed of all right, claim, lien, and equity of redemption in and to said premises except to the right to redeem the same before sale as may be sufficient to pay the amounts due upon said Note and Mortgage, and be adjudged to be sold, unless redeemed within the time and within the manner provided by law.

3. That the Plaintiff be paid all amounts due and owing on said Mortgage and Note with interest to the time of such payment, together with all costs and disbursements of this action and actual attorneys fees, with interest on the same as allowed by law, and such additional amounts as the Plaintiff may advance or have advanced for payment of taxes and insurance upon said premises, with interest on the same as allowed by law, out of the proceeds of such sale so far as the monies arising out of such sale and proceeds applicable thereto will pay the same.

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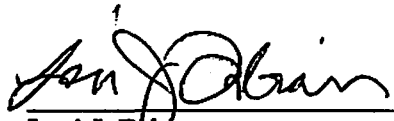
P. O. BOX 766
AUKESHA, WI 53187-0766
262-549-8181

4. For such other and further relief as provided by law in such cases as may be just, fair and equitable as determined by the Court.

Dated this 15th day of April, 2015.

HIPPENMEYER, REILLY,
MOODIE & BLUM, S.C.

By: 

Lori J. Fabian
Attorney for the Plaintiff,
Johnson Bank
State Bar No. 01045723

HIPPENMEYER, REILLY,
MOODIE & BLUM, S.C.
720 CLINTON STREET
P. O. BOX 766
WAUKESHA, WI 53187-0766
262-549-8181

8118087
Tx:4053594

MORTGAGE

1965548
SHEBOYGAN COUNTY, WI
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ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier ID: 9
PAGES: 15

DOCUMENT NUMBER

NAME & RETURN ADDRESS
JOHNSON BANK

P.O. BOX 248
RACINE, WI 53401-0248
800-661-2446

PARCEL IDENTIFIER NUMBER
59281006570

19556

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3290107048

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 MARCH 15TH, 2013 together with all Riders to this document.
(B) **"Borrower"** is JEFFREY M LEISMER AND RENEE M LEISMER, HUSBAND AND WIFE

Borrower is the mortgagor under this Security Instrument.
(C) **"Lender"** is JOHNSON BANK

Lender is a WISCONSIN CORPORATION
organized and existing under the laws of THE STATE OF WISCONSIN

EXHIBIT
A
PENGAD 800-631-6989

Lender's address is P.O. BOX 248, RACINE, WI 53401-0248

Lender is the mortgagee under this Security Instrument.
(D) "Note" means the promissory note signed by Borrower and dated MARCH 15TH, 2013 .
The Note states that Borrower owes Lender ONE HUNDRED FORTY THOUSAND EIGHT HUNDRED AND NO/100. Dollars
(U.S. $ 140,800.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than APRIL 1ST, 2043 .
(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ 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.

(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]

LOT 3, BLOCK 2, BRAASCH'S ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

which currently has the address of

1817 N 5TH ST [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 Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this

Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. 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.

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)
JEFFREY M LEISMER -Borrower

_____ _____ (Seal)
RENEE M LEISMER -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

STATE OF WISCONSIN, SHEBOYGAN County ss:

The foregoing instrument was acknowledged before me this MARCH 15TH, 2013

by JEFFREY M LEISMER AND RENEE M LEISMER

My Commission Expires:

APRIL 17, 2016

DEBBIE CHAPMAN
NOTARY PUBLIC
STATE OF WISCONSIN

Debbie Chapman

Notary Public, State of Wisconsin Debbie Chapman

This instrument was prepared by
JOHNSON BANK/SANDY RADTKE

NOTE

LOAN #: 3290107048

MARCH 15TH, 2013 [Date] | KOHLER [City] | WISCONSIN [State]

1817 N 5TH ST, 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. $ 140,800.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is JOHNSON BANK

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 3.500 %.

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 MAY 1ST, 2013 . 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 APRIL 1ST, 2043 , 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 P.O. BOX 248, RACINE, WI 53401-0248 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. $ 632.26 .

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.

EXHIBIT B

FENGAD 800-631-6989

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 5.000 % 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.

JEFFREY M LEISMER _____ *(Seal)* -Borrower

_____ *(Seal)* -Borrower

_____ *(Seal)* -Borrower

_____ *(Seal)* -Borrower

[Sign Original Only]

☐ Refer to the attached *Signature Addendum* for additional parties and signatures.

Pay To The Order Of

_____

Without Recourse

This _____ Day Of _____ 20__

Johnson Bank

_____

Jeffrey J. Torres, Vice President

Sheboygan County Courthouse
615 North Sixth Street
Sheboygan Wisconsin
53081

Sheboygan County
Foreclosure Mediation Program
Finding Solutions

Notice of Availability of Mediation

Mediation is a confidential and voluntary process where you and the lender seeking to foreclose on your home may discuss ways to resolve your foreclosure case, including reinstatement of the loan and modification of the loan terms.

You must live in and own the property that is subject to this foreclosure action to qualify for mediation under this program and the property must be four or fewer residential units.

To Request a Mediation Conference:
Complete the attached Mediation Request form. It must be received within 15 days from the date you received the Summons and Complaint. Send the completed form with the $25 non-refundable application fee made payable to SCFMP Clerk of Circuit Court to:

SCFMP
Clerk of Circuit Court
615 North Sixth Street
Sheboygan WI 53081

A Mediation Request is not a response to the Summons.

A foreclosure action has been started against you. Please read the Summons and Complaint. Make sure you understand your rights and the time period for filing an Answer or Responsive Pleading. If you do not file an Answer or Responsive Pleading the court may grant judgment against you and you may lose your home and your right to object to anything that you disagree with in the complaint.

What happens after you apply for Mediation?

The Mediation Program Coordinator will review your application and notify you and the lender whether the case has been accepted in the program. If the case is accepted, the balance of your non-refundable $100 fee will be charged and a non-refundable fee of $100 will also be charged to the lender. You will then be required to meet with a certified Housing Counselor. Following that, the mediation conference between you and the lender will be scheduled with a mediator.

3. Have you started a Bankruptcy action that is still ongoing? _____Yes _____No

4. Have you met with a housing counselor? _____Yes _____No

   If yes, with whom have you met? _____

5. What is your monthly income from all sources? _____

6. Do you expect your income to change for any reason? If so, please explain:

   _____

   _____

   _____

7. Check all items that have caused you to miss your mortgage payments:

   _____ Injury or illness _____Adjustable interest Rate / Balloon

   _____Loss of Employment _____Expenses exceed income

   Other: _____

   _____

8. Is there any other information that would be helpful in determining whether your case would be suitable for mediation? If so, please describe:

   _____

   _____

   _____

9. If English is not your primary language, do you need an interpreter? ___Yes ___No

   What language? _____

Authorization of Research and Evaluation. Marquette University Law School is compiling anonymous aggregate case file or results information for the purpose of evaluating our services, gathering valuable research information, designing future programs and engaging in academic research, analysis and publication. I consent to the use of my information for these purposes.

I certify that I am the owner of the property that is subject to this foreclosure action and I currently reside in this property.

_____ _____

Property Owner's Signature Date

II

3.5

R. O. No. 26 - 15 - 16. By CITY CLERK. May 18, 2015.

Submitting a Summons and Complaint in the matter of Ocwen Loan Servicing, LLC vs. Linda C. Castro et al.

Finance

Susan Richards
City Clerk

STATE OF WISCONSIN | CIRCUIT COURT | SHEBOYGAN COUNTY

Ocwen Loan Servicing, LLC
1661 Worthington Road, Suite 100
West Palm Beach, FL 33409

Plaintiff,

vs.

Linda C. Castro
1604 S 4th St
Milwaukee, WI 53204-2911

John Doe Castro
1604 S 4th St
Milwaukee, WI 53204-2911

Partners for Community Development, Inc.
1407 S 13th St
Sheboygan, WI 53081-5247

City of Sheboygan
828 Center Ave Ste 302
Sheboygan, WI 53081-4442

TD Bank USA
525 Washington Blvd Fl 4
Jersey City, NJ 07310-1606

Defendants.

SUMMONS

Case No. 15CV0261

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds $10,000.00

CIRCUIT COURT BRANCH #4
TERENCE T BOURKE
615 N SIXTH STREET
SHEBOYGAN WI 53081

CLERK CIRCUIT COURT
FILED
2015 APR 27 P 3:5[illegible]
SHEBOYGAN COUNTY
WISCONSIN

RECEIVED
MAY 5 2015
CITY OF SHEBOYGAN
ASSESSOR'S OFFICE

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

Mark Wasielka
5-5-15 3:58pm

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 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 23rd day of April, 2015.

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

By: _____
Steven E. Zablocki
State Bar No. 1027190
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987
063400F01

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

Ocwen Loan Servicing, LLC
1661 Worthington Road, Suite 100
West Palm Beach, FL 33409

Plaintiff,

vs.

Linda C. Castro
1604 S 4th St
Milwaukee, WI 53204-2911

John Doe Castro
1604 S 4th St
Milwaukee, WI 53204-2911

Partners for Community Development, Inc.
1407 S 13th St
Sheboygan, WI 53081-5247

City of Sheboygan
828 Center Ave Ste 302
Sheboygan, WI 53081-4442

TD Bank USA
525 Washington Blvd Fl 4
Jersey City, NJ 07310-1606

Defendants.

COMPLAINT

Case No. 15CV0261

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds $10,000.00

CLERK CIRCUIT COURT
FILED
2015 APR 27 P 3:59
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 Linda C. Castro.

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 $64,803.79 together with interest from the 1st day of October, 2014.

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 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 Castro has or may claim to have an interest in the subject encumbered property by virtue of being the present spouse of Linda C. Castro.

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 to the plaintiff 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 23rd day of April, 2015.

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

By: _____
Steven E. Zablocki
State Bar No. 1027190
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.

[redacted]

Wisconsin

NOTE

[redacted]

February 16, 2011
[Date]

2515 SOUTH 7TH STREET, SHEBOYGAN, WI 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 AMERICAHOMEKEY, INC.

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 Seventy Nine Thousand One Hundred Eighty Four And No/1000ths

Dollars (U.S. $ 79,184.00 ***), 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 Four And 500/1000ths percent (4.500 %) 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 April 1, 2011 . Any principal and interest remaining on the first day of March, 2026 , will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at P.O. Box 674241, Dallas, TX 75267-4241
or at such 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. $ 605.75 *** . 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.

[redacted]

[redacted] CASTRO L 4

Date: 02/23/2011 [redacted]

EXHIBIT A

(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]

☐ Graduated Payment Allonge ☐ Growing Equity 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.

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 No/1000ths 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

EXHIBIT A

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 this Note.

Linda C. Castro (Seal)
LINDA C. CASTRO -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

Pay to the order of
Without Recourse:

Donna Valerius, Authorized Officer
GMAC Mortgage, LLC f/k/a
GMAC Mortgage Corporation

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

Pay to the order of
GMAC Mortgage, LLC
Without Recourse: *[Sign Original Only]*

Helen Miller
Helen Miller, Assistant Secretary
Ally Bank f/k/a GMAC Bank

PAY TO THE ORDER OF Ally Bank f/k/a GMAC Bank

WITHOUT RECOURSE
AMERICAHOMEKEY, INC.
By: _____
Printed Name: Kathy Shadle
Title: Exec. Vice President

EXHIBIT A

[redacted]

8017218
Tx:4009628

MORTGAGE

1921245
SHEBOYGAN COUNTY, WI
RECORDED ON
03/14/2011 3:00 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier ID: 9
PAGES: 9

DOCUMENT NUMBER

NAME & RETURN ADDRESS
AMERICAHOMEKEY, INC.

P.O. Box 191708
Dallas, TX 75219

PARCEL IDENTIFIER NUMBER
59281310760

[redacted] [Space Above This Line For Recording Data] [redacted]

State of Wisconsin

[redacted]

THIS MORTGAGE ("Security Instrument") is given on February 16, 2011
The Mortgagor is LINDA C. CASTRO, A SINGLE PERSON

("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
AMERICAHOMEKEY, INC.
("Lender") is organized and existing under the laws of the State of Texas, and has an address of 3838 Oak Lawn, Suite 1050, Dallas, TX 75219. Borrower owes Lender the principal sum of Seventy Nine Thousand One Hundred Eighty Four And No/1000ths Dollars (U.S. $ 79,184.00). 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 March 1, 2026. 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 MERS (solely as nominee for Lender and Lender's successors and

[redacted]

9

EXHIBIT B

assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in SHEBOYGAN County, Wisconsin:

LOT 39 AND THE S1/2 OF LOT 40, BLOCK 10, LAKE VIEW PARK SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

which has the address of 2515 SOUTH 7TH STREET [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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized 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.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

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. Section 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.

Initials: JC

EXHIBIT B

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.

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

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EXHIBIT B

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.

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:

Initials

EXHIBIT B

(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.

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 successor 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.

Initials:

EXHIBIT B

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 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.

Initials:

EXHIBIT B

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 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; (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 without charge to Borrower. Borrower shall pay any recordation costs.

20. Accelerated Redemption Periods. If (a) the Property is 20 acres or less in size, (b) Lender in an action to foreclose this Security Instrument waives all right to a judgment for deficiency and (c) Lender consents to Borrower's remaining in possession of the Property, then the sale of the Property may be 6 months from the date the judgment is entered if the Property is owner-occupied at the time of the commencement of the foreclosure action. If conditions (b) and (c) above are met and the Property is not owner-occupied at the time of the commencement of the foreclosure action, then the sale of the Property may be 3 months from the date the judgment is entered. In any event, if the Property has been abandoned, then the sale of the Property may be 2 months from the date the 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 ☐ Growing Equity Rider ☐ Other [specify]
☐ Planned Unit Development Rider ☐ Graduated Payment Rider

Initials: YC

EXHIBIT B

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

Witnesses:

_____

Linda C. Castro (Seal)
LINDA C. CASTRO
-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 2-16-11
by LINDA C. CASTRO

My Commission Expires:

7-15-12

Notary Public, State of Wisconsin

ROLLIE R. O'NEIL
NOTARY PUBLIC
STATE OF WISCONSIN

This instrument was prepared by:
AMERICAHOMEKEY, INC.
3838 Oak Lawn, Suite 1050
Dallas, TX 75219

Initials: LC

EXHIBIT B

FORECLOSURE INFORMATION REPORT

Printed on: 03/19/2015

Altisource®

File No: FHT1503-WI-2492524 [redacted]

Search Effective Date: March 10, 2015 8:00AM

Report Prepared For: Gray & Associates

Property Address: 2515 South 7th Street, Sheboygan, WI 53081

Title is Vested in: Linda C. Castro, a single person

Subject Mortgage:

1. Mortgage from Linda C. Castro, a single person to MERS, Inc. as nominee for AmericaHomeKey, Inc dated February 16, 2011, recorded March 14, 2011, in (instrument) 1921245, in the amount of $79,184.00, Sheboygan County, Wisconsin.

Other Mortgage(s): Partners for Community Development Inc.

1. Real Estate mortgage subordinate agreement recorded as on 03/14/2011 with instrument no. 1921246, Sheboygan County, Wisconsin.
2. Real Estate mortgage subordinate agreement recorded as on 03/14/2011 with instrument no. 1921247, Sheboygan County, Wisconsin. City of Sheboygan

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Liens/Judgments and Other Encumbrances:

Direct Match(s):

1. Judgment in favor of TD Bank USA against Linda C. Castro, dated October 14, 2014, in the amount of $1,638.70 plus costs and interest, if any, being Case No. 2014SC002115, Sheboygan County, Wisconsin.

Indirect Match(s):

1. N/A

Home Owner Association:

No HOA found in scope of search.

Other Matters of Record(s):

Affidavit on interest in property recorded as on 08/13/2008 with instrument no. 1858798

Affidavit of correction recorded as on 04/01/2011 with instrument no. 1922198

Termination of decedent's property interest recorded as on 11/13/2006 with instrument no. 1812976

Affidavit on interest in property recorded as on 08/13/2008 with instrument no. 1858799

Please find the attached probate document of Estate of Arnold H. Althen with case no. 2006JT000119

Vesting Deed contains additional information about Easement and restriction however which is not available in Subject mortgage Legal Description.

Please find the attached Plat map.

2014 Taxes are paid in full.

RECEIVED
MAR 19 2015
GRAY & ASSOCIATE

LIEN REPORT

II

4.3

R. O. No. 63 - 15 - 16. By CITY CLERK. July 6, 2015.

Submitting a Summons and Complaint in the matter of Harbour Portfolio VII, LP v Dan McCranie et al.

City Clerk

France

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

HARBOUR PORTFOLIO VII, LP,
P.O. BOX 1996
IRMO, SC 29063

Plaintiff,

vs.

SUMMONS

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

Case No.
15CV0375

DAN MCCRANIE,
1006 CLARA AVENUE
SHEBOYGAN, WI 53081

JANE DOE MCCRANIE, possible
current spouse of Dan McCranie,
1006 CLARA AVENUE
SHEBOYGAN, WI 53081

SHEBOYGAN INTERNAL MEDICINE ASSOCIATION,
2920 SUPERIOR AVENUE
SHEBOYGAN, WI 53081

MARSHO FAMILY MEDICAL GROUP,
1703 N. TAYLOR DRIVE
SHEBOYGAN, WI 53081

ORANGE CROSS AMBULANCE,
1919 ASHLAND AVENUE
SHEBOYGAN, WI 53081

SHEBOYGAN ORTHOPAEDIC ASSOCIATION SC,
2920 SUPERIOR AVENUE
SHEBOYGAN, WI 53081

ANESTHESIOLOGY ASSOCIATES LTD,
225 S. EXECUTIVE DRIVE
BROOKFIELD, WI 53005

FRANCES LUBOTSKY,
7933 SAUK TRAIL ROAD
SHEBOYGAN, WI 53081

STATE OF WISCONSIN
c/o Attorney General
115 EAST STATE CAPITOL
MADISON, WI 53702

ST. NICHOLAS HOSPITAL,
1601 N. TAYLOR DRIVE
SHEBOYGAN, WI 53081

CLERK CIRCUIT COURT
FILED
2015 MAR 13 A 11:15
SHEBOYGAN COUNTY, WISCONSIN

Process Server [signature]
Date 6/23/15 Time 12:05 A.M. (P.M.)
Served Upon Myrabel Lubotsky
828 Center Avenue Sheboygan
( )Personal ( ) Substitute
( )Posted (X) Corporate

CITY OF SHEBOYGAN,
828 CENTER AVENUE
SHEBOYGAN, WI 53081

Defendants. FORECLOSURE OF LAND CONTRACT 30404

THE STATE OF WISCONSIN to the persons named above as defendants:

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 twenty (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), 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 any Answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to the Court, whose address is 615 N. Sixth Street, Sheboygan, WI 53081 and to plaintiff's attorney, Law Offices of James E. Huismann, S.C., N14 W23777 Stone Ridge Drive, Suite 120, Waukesha Wisconsin 53188. You may have an attorney help to represent you.

If you do not provide a proper Answer within twenty (20) days, (60 days if you are the United States of America, 45 days if you are the State of Wisconsin), the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you 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: June 22, 2015

LAW OFFICES OF JAMES E. HUISMANN, S.C.
Attorneys for Plaintiff

By:
James E. Huismann
SBN 1018476

Address:
N14 W23777 Stone Ridge Drive, Suite 120
Waukesha, WI 53188
Phone: (262) 523-6400

Law Offices of James E. Huismann, S.C. 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

HARBOUR PORTFOLIO VII, LP,
Plaintiff,

vs.

DAN MCCRANIE,
JANE DOE MCCRANIE, possible current spouse of Dan McCranie,
SHEBOYGAN INTERNAL MEDICINE ASSOCIATION,
MARSHO FAMILY MEDICAL GROUP,
ORANGE CROSS AMBULANCE,
SHEBOYGAN ORTHOPAEDIC ASSOCIATION SC,
ANESTHESIOLOGY ASSOCIATES LTD,
FRANCES LUBOTSKY,
STATE OF WISCONSIN,
ST. NICHOLAS HOSPITAL,
CITY OF SHEBOYGAN,
Defendants.

COMPLAINT

Case No. 15CV0375

CLERK CIRCUIT COURT FILED

FORECLOSURE OF LAND CONTRACT 30404

Plaintiff, by its attorneys, LAW OFFICES OF JAMES E. HUISMANN, S.C., as a complaint against the defendants, alleges, and shows to the court as follows:

1. The plaintiff is the vendor under a certain land contract for the sale of real estate located in Sheboygan County, a true copy of which is attached hereto as Exhibit A and incorporated herein by reference.

2. The defendant, Dan McCranie, is a vendee under said contract which is for property located at 1006 Clara Avenue, Sheboygan, WI 53081.

3. That Jane Doe has or may claim to have an interest in the subject encumbered property by virtue of being the present spouse of Dan McCranie.

4. The defendant, Sheboygan Internal Medicine Association, holds a judgment against the vendee, Dan A. McCranie, for $329.32 in case 05SC3699 docketed on December 28, 2005. The lien, if any, is subsequent and subordinate to the lien of the plaintiff's land contract.

5. The defendant, Marsho Family Medical Group, holds a judgment against the vendee, Dan A. McCranie, for $271.60 in case 06SC830 docketed on May 4, 2006. The lien, if any, is subsequent and subordinate to the lien of the plaintiff's land contract.

6. The defendant, Orange Cross Ambulance, holds a judgment against the vendee, Dan A. McCranie, for $239.21 in case 06SC1124 docketed on May 11, 2006. The lien, if any, is subsequent and subordinate to the lien of the plaintiff's land contract.

7. The defendant, Sheboygan Orthopaedic Association SC, holds a judgment against the

vendee, Dan A. McCranie, for $3,863.53 in case 06SC1353 docketed on June 2, 2006. The lien, if any, is subsequent and subordinate to the lien of the plaintiff's land contract.

8. The defendant, Anesthesiology Associates Ltd., holds a judgment against the vendee, Daniel McCranie, for $1,337.00 in case 06SC3074 docketed on November 2, 2006. The lien, if any, is subsequent and subordinate to the lien of the plaintiff's land contract.

9. The defendant, Frances Lubotsky, holds a judgment against the vendee, Dan McCranie, for $11,566.48 in case 10SC597 docketed on June 23, 2010. The lien, if any, is subsequent and subordinate to the lien of the plaintiff's land contract.

10. The defendant, State of Wisconsin, holds Delinquent State Tax Liens against the vendee, Dan A. McCranie, in the amount of $3,385.86 in case 14TW01, Warrant No. 59-11935288 docketed on January 9, 2014, Delinquent State Tax Lien in the amount of $4,891.19 in case 14TW04, Warrant No. 59-11951544 docketed on January 9, 2014, Delinquent State Tax Lien in the amount of $2,623.20 in case 14TW124, Warrant No. 59-11946701 docketed June 16, 2014, Delinquent State Tax Lien in the amount of $11,021.39 in case 15TW77, Warrant No. 59-11987574 docketed April 17, 2015, and Delinquent State Tax Lien in the amount of $12,549.82 in case 15TW78, Warrant No. 59-12139652 docketed on April 17, 2015. The liens, if any, are subsequent and subordinate to the lien of the plaintiff's land contract.

11. The defendant, St. Nicholas Hospital, holds a judgment against the vendee, Dan A. McCranie, in the amount of $950.48 in case 14SC2012 docketed on September 24, 2014. The lien, if any, is subsequent and subordinate to the lien of the plaintiff's land contract.

12. The defendant, City of Sheboygan, holds judgments against the vendee, Dan A. McCranie, in the amount of $691.00 in case 15TJ90 docketed on April 27, 2015, judgment in the amount of $691.00 in case 15TJ91 docketed on April 27, 2015, and judgment in the amount of $632.00 in case 15TJ97 docketed on April 27, 2015. The liens, if any, are subsequent and subordinate to the lien of the plaintiff's land contract.

13. The defendant has failed to comply with the terms of the land contract by failing to make payments thereunder as required by said land contract. There is now due and owing to the plaintiff the principal sum of $33,351.79 together with interest from January 2015.

14. The plaintiff has declared the land contract immediately due and payable by reason of these defaults and has directed that this foreclosure proceeding be instituted against the defendants and any person claiming interest in the property under them.

15. That no proceedings have been had at law or otherwise for the recovery of the sums due under said land contract except for this action, and all conditions precedent to the commencement of this action are satisfied.

WHEREFORE, the plaintiff demands judgment providing:

1. Foreclosure by sale of the interests of the defendants in the real estate which is the subject

of the land contract;

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

3. A date upon which the defendants must tender the full amount due and owing under the land contract;

4. That in the event the defendants fail to fulfill their obligation by the date set by this court, the premises be sold for payment of the amount due to the plaintiff, together with costs, interest, and any advances made for the benefit and preservation of the premises;

5. That the interests of all defendants are subject to and subordinate to the claim of the plaintiff and shall be barred and foreclosed;

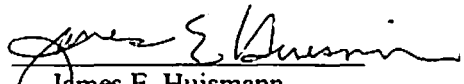
6. That the United States of America shall have 120 days after Confirmation of said foreclosure sale to redeem the property pursuant to Federal Law.

7. 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 premises;

8. Such other relief as the court deems just and equitable.

Dated: June 22, 2015

LAW OFFICES OF JAMES E. HUISMANN, S.C.
Attorneys for Plaintiff

By: 
James E. Huismann
SBN 1018476

Address:
N14 W23777 Stone Ridge Drive
Suite 120
Waukesha, WI 53188
Phone: (262) 523-6400

Law Offices of James E. Huismann, S.C. 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.

0184367
Tx:4054204

1976035
SHEBOYGAN COUNTY, WI
RECORDED ON
09/16/2013 1:22 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
TRANSFER FEE: 105.00
EXEMPTION #
Cashier ID: 9
PAGES: 5

Return to:
National Asset Mortgage
4350 St. Andrews Road, Suite F.
Columbia, SC 29210

Prepared By:
National Asset Mortgage
4350 St. Andrews Road, Suite F
Columbia, SC 29210

Contract Expiration : 09/01/2043
If payments are made in accordance
with the terms of this Agreement.

AGREEMENT FOR DEED

Acct # [redacted] *(Land Contract)*

THIS AGREEMENT FOR DEED is entered into on this 14th day of August, 2013 between Harbour Portfolio VII, LP hereafter known as the "Seller" and Dan McCranie hereafter known as the "Purchaser". Current Address: 719 Kentucky, Sheboygan, WI 53081

WITNESSETH that if Purchaser shall first make the payments and perform the covenant(s) hereafter described:

1. ***SELLER*** hereby covenant(s) and agree(s) to convey and assure to the Purchaser and his/hers/their heirs, executors, administrators or assigns, in fee simple, clear of all encumbrances, by a good and sufficient deed, the lot and piece of land, situated at: 1006 CLARA AVE, in the County of Sheboygan, the city of SHEBOYGAN, the State of WI and further known and described as follows, to-wit:

SEE Attachment "A" FOR LEGAL DESCRIPTION OF PROPERTY

2. ***PURCHASER*** hereby covenant(s) and agree(s) to pay to the Seller the sum of Thirty Five Thousand Dollars and no/cents, **($35,000.00)** in the manner as follows: One Thousand Four Hundred Sixty Five Dollars and no/cents, **($1,465.00)**;

THIS DOWN PAYMENT IS NON-REFUNDABLE ____ (initial)

has been paid (prior to the release of this contract) on 08/14/2013 and the remaining Thirty Three Thousand Five Hundred Thirty Five Dollars and no cents **($33,535.00)** shall be paid according to the terms of a "Promissory Note" of even date with interest at the rate of 9.9% per annum, payable monthly on the whole sum remaining from time to time unpaid;

3. *AND TO PAY ALL TAXES*, assessments or impositions that may be legally levied or imposed upon said land and improvements and/or personal property as of the date of this Agreement for Deed (Land Contract).

4. *AND TO KEEP THE BUILDINGS UPON SAID PREMISES INSURED BY SOME COMPANY SATISFACTORY TO THE SELLER,* and payable to the parties, respectively as their interest may appear in the sum not less than Thirty Three Thousand Five Hundred Thirty Five Dollars and no/cents **($33,535.00)** during the term of this agreement.

5. *AND IF ANY TAXES, INSURANCE OR OTHER ASSESSMENTS* are not paid then this agreement is in default, and *at the option of the Seller,* the seller can pay said taxes, insurance or

other assessments and add the payments made plus up to *50%* of that payment as penalty to the principal balance due.

6. *THE SALE OF THE PROPERTY* (and the term "Property") shall include all buildings and improvements on the property and all rights, title and interest of Seller in and to adjacent streets, roads, alleys and rights-of-way, but no mineral interests.

IT IS MUTUALLY AGREED, by and between the parties hereto, that the Seller transfers the said property to the Purchaser in strictly ***"AS IS"*** **condition without any condition disclosure statement.** _____ (initial) and the ***Purchaser(s)*** are solely responsible for bringing the building and premises to a habitable condition within a reasonable period of time not exceeding ***Four months*** (4), and maintaining the property in good state of repairs during the term of this agreement. Purchaser(s) may request an extension from the Seller by contacting prior to the four months deadline. ***The purchaser(s) agrees to keep the premises neat and orderly and not conduct or allow to be conducted any illegal or offensive activities which might constitute a nuisance.***

7. *AND IN CASE OF FAILURE OF THE PURCHASER* to make any of the payments or any part thereof, or to perform any of the covenants hereby made and entered into, **or transfer of any ownership interest in this "Agreement"** by Purchaser, this contract, ***at the option of the Seller,*** may be forfeited and terminated, and the Purchaser shall forfeit all payments made by him/her/them on this contract; and such payments may be retained by the Seller in full satisfaction and liquidation of all damages sustained by them, and the premises aforesaid without being liable to any action therefore. And if agreement is placed with an attorney or other agent for collection by suit or otherwise due to default, Purchaser(s) will pay, on demand, any of said fees and related expenses that the Seller incurs. _____ (initial)

8. *CONVERSION TO "MONTH TO MONTH"* TENANCY; upon the Seller exercising its right of termination as provided herein, all rights and interest hereby created and then existing in the Purchaser and in all claiming Lender(s), the Purchaser shall wholly cease and terminate, and the Purchaser shall be deemed a "month to month" tenant. The Purchaser now known as "Tenant", agrees to surrender the said property to the Seller without demand, peaceful possession of said property in as good condition as it is now. Reasonable wear and tear alone accepted within thirty (30) days after notice of termination. After termination by the Seller pursuant to this paragraph; _____ (initial)

9. *THE PURCHASER SHALL* then pay rent in an amount equal to the principal and the interest payment, in addition to any other agreed upon monthly assessments stated herein and the Purchaser acknowledges that **the Seller can initiate an action to evict the Purchaser immediately.** In the event the Purchaser neglects or refuses to surrender such possession it shall be lawful for the Seller to enter upon and take possession of the said property without notice and remove all persons and their personal property. Seller may, at their own option, cause a written declaration to be recorded in the office of the Clerk of Court of Sheboygan County, to evidence the existence of his/hers/theirs election to terminate all rights hereunder in accordance herewith. Such declaration when so recorded shall be, as to all subsequent Purchasers or Tenants or encumbrances of the property or any part thereof, conclusive proof of default by the Purchaser and the Seller election to terminate all rights in the said property existing by reason of this agreement. All moneys paid by the Purchaser and all improvements constructed in or upon the said property shall be retained by the Seller as compensation for the use and occupancy thereof by the Purchaser, consideration for the execution of this Agreement and liquidation damages to the Seller for such default. The Seller in the event of default by the Purchaser, and both Parties hereto agree that these forfeitures are reasonable and are not intended as a penalty.
_____ (initial)

10. *THE PURCHASER ACKNOWLEDGES* that upon termination of this agreement by the Seller and Purchaser becomes a "month to month" tenant with a monthly rent equal to Two Hundred Ninety One Dollars and 82/100 Cents ($291.82).

11. *IT IS MUTUALLY AGREED*, by and between the Parties hereto, that the time of each payment is essential part of this contract and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of respective parties. *At the option of the Seller, Purchaser* further agrees to convert these documents to a Deed and Mortgage and provide the seller updated financial information. *And it is further understood that the Deed will exclude any and all mineral interests*. The purchaser also agrees that the seller has the right to sale his/her/their agreement or mortgage to another party.

VENUE AND JURISDICTION: IN THE event that any suit or claim may arise concerning this contract or the obligation there under the suit or claim shall be brought in Lexington County, state of South Carolina, and the parties agree to waive any and all objections they or it may have to such venue or personal or subject matter jurisdiction or Forum non conveniens and agree further to be bound and governed by South Carolina law.

IN WITNESS WHEREOF, the Parties to these present have hereunto set their hands and seals the day and year first written above.

(SELLERS' SIGNATURE)

Laurie Devansky
Witness
Print Name: Laurie Devansky

Lana Sellers
Witness
Print Name: Lana Sellers

Harbour Portfolio VII, LP

By: _____

David W. Campbell, Attorney-in-Fact

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, do hereby certify that David W. Campbell, Attorney-in-Fact for Harbour Portfolio VII, LP, the seller, herein appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN and subscribed before me on this
3rd day of September, 2013

Notary's Signature
Notary Public for the State of South Carolina
My Commission Expires: _____ (Seal)

HEATHER M. PENNY
My Commission Expires
NOTARY PUBLIC
09-16-2018
SOUTH CAROLINA

(PURCHASER SIGNATURES)
(Acct# [redacted])

Witness
Print Name: Kathryn J Schneider

Dan McCranie

Witness
Print Name: Felicia Serrano

(NOTARY SECTION)

STATE OF Wisconsin)
) ACKNOWLEDGEMENT
COUNTY OF Sheboygan)

I, the undersigned, a Notary Public, do hereby certify that the purchaser, Dan McCranie, herein appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN and subscribed before me on this
27 day of August, 2013

Notary's Signature
Notary Public for the State of Wisconsin
My Commission Expires: 01-19-14 (Seal)

KATHRYN J. SCHNEIDER NOTARY PUBLIC STATE OF WISCONSIN

ATTACHMENT "A" – LEGAL DESCRIPTION

THIS AGREEMENT is secured by the property listed below between Harbour Portfolio VII, LP, and Dan McCranie:

Street Address: 1006 CLARA AVE
SHEBOYGAN, WI, 53081

Description:

All that certain parcel of land situate in the County of Sheboygan, State of Wisconsin, being more particularly described as follows: Lot 23, Block 4, Assessment Subdivision No. 17 Sheboygan, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin. Property Address is: 1006 CLARA AVE, SHEBOYGAN, WI 53081-5316

TMS: # 59281-306680

Initial DM

NOTICE

Required by the Fair Debt collection Practices Act
(the Act 15 U.S.C. Section 1692 as Amended)

1. Law Offices of James E. Huismann, S.C. are the attorneys for Harbour Portfolio VII, LP and are attempting to collect a debt for the creditor. Any information the debtor provides to Law Offices of James E. Huismann, S.C. will be used for that purpose.

2. The amount of the debt is stated in paragraph thirteen (13) of the complaint.

3. The plaintiff, Harbour Porfolio VII, LP, is the creditor to whom the debt is owed.

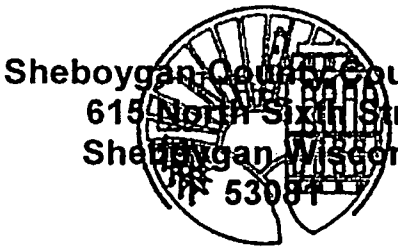
4. The debt is described as a land contract, and will be assumed by Law Offices of James E. Huismann, S.C. as valid, unless the debtor, within thirty (30) days after receipt of this notice, disputes, in writing, the validity of the debt, or some portion of it.

5. Federal Law gives you thirty (30) days after you receive this notice to dispute the validity of the debt or any part of it. If you do not dispute it within that period, Law Offices of James E. Huismann, S.C. will assume that it is valid. If you do dispute it – by notifying us in writing to that effect – Law Offices of James E. Huismann, S.C. will, as required by law, obtain and mail to you proof of the debt.

6. If the creditor, Harbour Portfolio VII, LP, is not the original creditor, and if the debtor makes a written request to Law Offices of James E. Huismann, S.C. within thirty (30) days from receipt of this notice, the name and address of the original creditor will be mailed to the debtor by Law Offices of James E. Huismann, S.C.

7. The law does not require us to wait until the end of the thirty (30)-day period before suing you to collect this debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty (30)-day period that begins with the receipt of this notice, the law requires me to suspend my efforts (through litigation or otherwise) to collect the debt until I mail the requested information to you.

8. Written requests should be addressed to Law Offices of James E. Huismann, S.C., N14 W23777 Stone Ridge Drive, Suite 120, Waukesha, WI 53188.



Sheboygan County
Foreclosure Mediation Program
Finding Solutions

Notice of Availability of Mediation

Mediation is a confidential and voluntary process where you and the lender seeking to foreclose on your home may discuss ways to resolve your foreclosure case, including reinstatement of the loan and modification of the loan terms.

You must live in and own the property that is subject to this foreclosure action to qualify for mediation under this program and the property must be four or fewer residential units.

To Request a Mediation Conference:
Complete the attached Mediation Request form. It must be received within 15 days from the date you received the Summons and Complaint. Send the completed form with the $25 non-refundable application fee made payable to SCFMP Clerk of Circuit Court to:

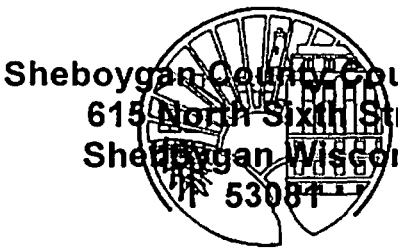
SCFMP
Clerk of Circuit Court
615 North Sixth Street
Sheboygan WI 53081

A Mediation Request is not a response to the Summons.

A foreclosure action has been started against you. Please read the Summons and Complaint. Make sure you understand your rights and the time period for filing an Answer or Responsive Pleading. If you do not file an Answer or Responsive Pleading the court may grant judgment against you and you may lose your home and your right to object to anything that you disagree with in the complaint.

What happens after you apply for Mediation?

The Mediation Program Coordinator will review your application and notify you and the lender whether the case has been accepted in the program. If the case is accepted, the balance of your non-refundable $100 fee will be charged and a non-refundable fee of $100 will also be charged to the lender. You will then be required to meet with a certified Housing Counselor. Following that, the mediation conference between you and the lender will be scheduled with a mediator.



Sheboygan County
Foreclosure Mediation Program
Request for Mediation

Finding Solutions

To request a mediation conference with the lender, please answer the questions below, sign this request enclose the required $25 application fee payable to SCFMP Clerk of Circuit Courts and mail or return to:

SCFMP
Clerk of Circuit Court
615 north Sixth Street
Sheboygan WI 53081

You should submit the request within 15 days of receiving the Summons and Complaint, or as early in the foreclosure process as possible. One application per household. The information you provide will be used by the Sheboygan County Mediation Program to make an initial determination of whether your case is suitable for mediation. A non-refundable $25 fee must accompany the application. Once the case has been accepted for mediation, a non-refundable $75 fee is charged to the homeowner and a non-refundable fee of $100 is charged to the lender.

Requesting Mediation does not halt the foreclosure process. **You are still required to comply with all mandatory deadlines, including the time to answer the Complaint.**

Sheboygan County Case Number (located on your Summons): 20___CV_____

Name of Homeowner(s):_____

Property Address: _____
(street, city or town, zip code)

Mailing address, if different from above: _____
(street, city or town, zip code)

Best telephone number to reach you during the day: _____

Alternate telephone number: _____

Name of Lender/Plaintiff in your case: _____

1. Is the property being foreclosed your primary residence? _____Yes _____No

2. Does the property consist of four or fewer dwelling units? _____Yes _____No

3. Have you started a Bankruptcy action that is still ongoing? _____Yes _____No

4. Have you met with a housing counselor? _____Yes _____No

   If yes, with whom have you met? _____

5. What is your monthly income from all sources? _____

6. Do you expect your income to change for any reason? If so, please explain:

   _____

   _____

   _____

7. Check all items that have caused you to miss your mortgage payments:

   _____ Injury or illness _____Adjustable interest Rate / Balloon

   _____Loss of Employment _____Expenses exceed income

   Other: _____

   _____

8. Is there any other information that would be helpful in determining whether your case would be suitable for mediation? If so, please describe:

   _____

   _____

   _____

9. If English is not your primary language, do you need an interpreter? ___Yes ___No

   What language? _____

Authorization of Research and Evaluation. Marquette University Law School is compiling anonymous aggregate case file or results information for the purpose of evaluating our services, gathering valuable research information, designing future programs and engaging in academic research, analysis and publication. I consent to the use of my information for these purposes.

I certify that I am the owner of the property that is subject to this foreclosure action and I currently reside in this property.

_____ _____

Property Owner's Signature Date

II

4.2

R. O. No. 166- 15 - 16. By CITY CLERK. October 5, 2015.

Submitting a Summons and Complaint in the matter of Wells Fargo Bank, N. A. v The Estate of Delores A. Heinen, Deceased et al.

City Clerk

Finance

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

STATE OF WISCONSIN | CIRCUIT COURT | SHEBOYGAN COUNTY

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

Plaintiff,

vs.

The Estate of Delores A. Heinen, Deceased
1019 Custer Ave
Sheboygan, WI 53081-6369

The City of Sheboygan Department of City Development
807 Center Ave
Sheboygan, WI 53081-4462

Defendants.

SUMMONS

Case No. 15CV0528

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds $10,000.00

CLERK CIRCUIT COURT
FILED
15 SEP -2 P2:18
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 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 may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may

9-16-15
11:14A DS

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 31st day of August, 2015.

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

By: _____

Mark A. Clauss
State Bar No. 1055102
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987
065666F01

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.

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

STATE OF WISCONSIN | CIRCUIT COURT | SHEBOYGAN COUNTY

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

Plaintiff,

vs.

The Estate of Delores A. Heinen, Deceased
1019 Custer Ave
Sheboygan, WI 53081-6369

The City of Sheboygan Department of City Development
807 Center Ave
Sheboygan, WI 53081-4462

Defendants.

COMPLAINT

Case No. 15CV0528

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds $10,000.00

CLERK CIRCUIT COURT
FILED
15 SEP -2 P2:18
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 The Estate of Delores A. Heinen, Deceased.

3. The mortgage loan borrower, of Delores A. Heinen, is deceased and under item 9(a)(i) of the mortgage, the mortgagee has elected to accelerate the debt, and there is now due and owing to plaintiff the sum of $55,540.00 plus additional interest and cost.

4. The plaintiff has declared the indebtedness immediately due and payable by reason of the default 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 City of Sheboygan Department of City Development has or may claim to have an interest in the mortgaged premises by virtue of a mortgage from Estate of Delores A. Heinen in the amount of $12,000.00, dated May 8, 1990 and recorded in the Office of the Register of Deeds for Sheboygan County on May 8, 1990 as Document No. 1201805, but upon information and belief, said mortgage was paid in full and should be satisfied of record through accord and satisfaction.

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 to the plaintiff 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 31st day of August, 2015.

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

By: _____

Mark A. Clauss
State Bar No. 1055102
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.

ADJUSTABLE RATE NOTE
(HOME EQUITY CONVERSION)

FHA Case [redacted]

FEBRUARY 27, 2009
1322 N 12TH ST
SHEBOYGAN, WI 53081
[Property Address]

1. DEFINITIONS

"Borrower" means each person signing at the end of this Note. "Lender" means WELLS FARGO BANK, N.A.

and its successors and assigns. "Secretary" means the Secretary of Housing and Urban Development or his or her authorized representatives.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for amounts to be advanced by Lender to or for the benefit of Borrower under the terms of a Home Equity Conversion Loan Agreement dated 02/27/09 ("Loan Agreement"). Borrower promises to pay to the order of Lender a principal amount equal to the sum of all Loan Advances made under the Loan Agreement with interest. All amounts advanced by Lender, plus interest, if not due earlier, are due and payable on DECEMBER 28TH ,2094 . Interest will be charged on unpaid principal at the rate of TWO AND 723/1000 percent (2.723 %) per year until the full amount of principal has been paid. The interest rate may change in accordance with Paragraph 5 of this Note. Accrued interest shall be added to the principal balance as a Loan Advance at the end of each month. Solely for the purpose of calculating interest, a payment received by Lender 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." That Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall pay all outstanding principal and accrued interest to Lender upon receipt of a notice by Lender requiring immediate payment in full, as provided in Paragraph 7 of this Note.

(B) Place

Payment shall be made at WELLS FARGO BANK, N.A.
3480 STATEVIEW BLVD. MAC X7802-03B
FORT MILL, SC 29715-7203 800-472-3209 , or any such other place as Lender may designate in writing by notice to Borrower.

(C) Limitation of Liability

Borrower shall have no personal liability for payment of the debt. Lender shall enforce the debt only through sale of the Property covered by the Security Instrument ("Property"). If this Note is assigned to the Secretary, the Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

5. INTEREST RATE CHANGES

(A) Change Date

The interest rate may change on the first day of MAY 2009 , and on ☐ that day of each succeeding year ☒ the first day of each succeeding month. "Change Date" means each date on which the interest rate could change.

(B) The Index

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the average of interbank offered rates for one-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*, rounded to three digits to the right of the decimal point. The "Current Index" means the most recent Index figure available 30 days before the Change Date, and if the day that is 30 days before the Change Date is not a Sunday or Monday and not the first business day of the week, the Current Index will be the Index as published the first business day of that week. If the day that is 30 days before the Change Date is a Sunday or Monday and not the first business day of the week, the Current Index will be the Index as published the first business day of the immediately prior week. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary. Lender will give Borrower notice of the new Index.

(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of TWO AND ONE-QUARTER percentage points (2.250 %) to the Current Index. Subject to the limits stated in Paragraph 5(D) of this Note, this amount will be the new interest rate until the next Change Date.

(D) Limits on Interest Rate Changes

☐ The interest rate will never increase or decrease by more than two percentage points (2.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate stated in Paragraph 2 of this Note.

☒ The interest rate will never increase above TWELVE AND 723/1000 percent (12.723 %)

[redacted] Wisconsin HECM ARM Note

© 2006 First American Real Estate Solutions LLC

EXHIBIT A

(E) Notice of Changes

Lender will give notice to Borrower of any change in the interest rate. The notice must be given at least 25 days before the new interest rate takes effect, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the Current Index and the date it was published, (vi) the method of calculating the adjusted interest rate, and (vii) any other information which may be required by law from time to time.

(F) Effective Date of Changes

A new interest rate calculated in accordance with Paragraphs 5(C) and 5(D) of this Note will become effective on the Change Date, unless the Change Date occurs less than 25 days after Lender has given the required notice. If the interest rate calculated in accordance with Paragraphs 5(C) and 5(D) of this Note decreased, but Lender failed to give timely notice of the decrease and applied a higher rate than the rate which should have been stated in a timely notice, then Lender shall recalculate the principal balance owed under this Note so it does not reflect any excessive interest.

6. BORROWER'S RIGHT TO PREPAY

A Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty. Any amount of debt prepaid will first be applied to reduce the principal balance of the Second Note described in Paragraph 11 of this Note and then to reduce the principal balance of this Note.

All prepayments of the principal balance shall be applied by Lender as follows:

First, to that portion of the principal balance representing aggregate payments for mortgage insurance premiums;

Second, to that portion of the principal balance representing aggregate payments for servicing fees;

Third, to that portion of the principal balance representing accrued interest due under the Note; and

Fourth, to the remaining portion of the principal balance. A Borrower may specify whether a prepayment is to be credited to that portion of the principal balance representing monthly payments or the line of credit. If Borrower does not designate which portion of the principal balance is to be prepaid, Lender shall apply any partial prepayments to an existing line of credit or create a new line of credit.

7. IMMEDIATE PAYMENT IN FULL

(A) Death or Sale

Lender may require immediate payment in full of all outstanding principal and accrued interest if:

(i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower. or

(ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for not less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property).

(B) Other Grounds

Lender may require immediate payment in full of all outstanding principal and accrued interest, upon approval by an authorized representative of the Secretary, if:

(i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower;

(ii) For a period of longer than 12 consecutive months, a Borrower fails to physically occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or

(iii) An obligation of the Borrower under the Security Instrument is not performed.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full as described above, the debt enforced through sale of the Property may include costs and expenses, including reasonable and customary attorneys' fees, associated with enforcement of 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.

(D) Trusts

Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph.

8. WAIVERS

Borrower waives 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.

9. 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.

10. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note only through sale of the Property.

EXHIBIT A

11. RELATIONSHIP TO SECOND NOTE

(A) Second Note

Because Borrower will be required to repay amounts which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to grant a Second Note to the Secretary.

(B) Relationship of Secretary Payments to this Note

Payments made by the Secretary shall not be included in the debt due under this Note unless:

(i) This Note is assigned to the Secretary; or

(ii) The Secretary accepts reimbursements by the Lender for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, shall be included in the debt.

(C) Effect on Borrower

Where there is no assignment or reimbursement as described in (B)(i) or (ii), and the Secretary makes payments to Borrower, then Borrower shall not:

(i) Be required to pay amounts owed under this Note until the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note held by the Secretary, notwithstanding anything to the contrary in Paragraph 7 of this Note; or

(ii) Be obligated to pay interest under this Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance of this Note, notwithstanding anything to the contrary in Paragraphs 2 or 5 of this Note or any Allonge to this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

X _____ (Seal)
DELORES A HEINEN -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

WITHOUT RECOURSE
PAY TO THE ORDER OF

WELLS FARGO BANK, N.A.
BY _____
Joan M. Mills, Vice President

EXHIBIT A

1 /2915
SHEBOYGAN COUNTY, WI
RECORDED ON
03/18/2009 09:24AM

ELLEN R. SCHLEICHER
REGISTER OF DEEDS

RECORDING FEE: $29.00
TRANSFER FEE:
EXEMPTION # NA

STAFF ID 6
TRANS # 129134
OF PAGES: 10

This Instrument was Drafted By: Amanda Johnson
Individual's Title/Name:
WELLS FARGO BANK, N.A.

Individual's Address:
WHEN RECORDED, RETURN TO:
EQUITY LOAN SERVICES, INC.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING - TEAM 1
Accommodation Recording Per Client Request

[redacted]

Parcel ID Number:
59281201030

[Space Above This Line For Recording Data]

State of Wisconsin FHA Case No. 581-3375051 952

ADJUSTABLE RATE HOME EQUITY CONVERSION MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 02/27/09. The mortgagor is DELORES A. HEINEN, A SINGLE WOMAN

[redacted]

whose address is 1322 N 12TH ST, SHEBOYGAN, WI 53081 ("Borrower"). This Security Instrument is given to WELLS FARGO BANK, N.A.

which is organized and existing under the laws of THE UNITED STATES and whose address is
P.O. BOX 11701
NEWARK, NJ 071014701 ("Lender"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest at a rate subject to adjustment (interest), and all renewals, extensions and modifications of the Note, up to a maximum principal amount of ONE HUNDRED FIFTY SEVEN THOUSAND FIVE HUNDRED AND 00/100

(U.S. $ **********157,500.00); (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the

[redacted]

[redacted]

EXHIBIT B

performance of Borrower's covenants and agreements under this Security Instrument and the Note. The full debt, including amounts described in (a), (b), and (c) above, if not due earlier, is due and payable on DECEMBER 28TH , 2094 . 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 ATTACHED "EXHIBIT A"

LEGAL DESCRIPTION

which has the address of 1322 N 12TH ST
[Street]

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

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, 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. 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 and Interest. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note.

2. Payment of Property Charges. Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement.

3. 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. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender or the Secretary of Housing and Urban Development ("Secretary"). 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 to Lender instead of to Borrower and to Lender jointly. Insurance proceeds shall be applied to

EXHIBIT B

restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument. 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.

4. 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 after the execution of this Security Instrument, and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the Property as Borrower's principal residence for the term of the Security Instrument. "Principal residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. 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.

5. 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. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these payments or the property charges 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.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. Inspection. Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in 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 without notice to the Borrower.

7. 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 shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property, and then to the reduction of the indebtedness under the Note and this Security Instrument. 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.

EXHIBIT B

8. Fees. Lender may collect fees and charges authorized by the Secretary.
9. Grounds for Acceleration of Debt.

(a) Due and Payable. Lender may require immediate payment in full of all sums secured by this Security Instrument if:

(i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or
(ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for not less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property).

(b) Due and Payable with Secretary Approval. Lender may require immediate payment in full of all sums secured by this Security Instrument, upon approval of the Secretary, if:

(i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or
(ii) For a period of longer than twelve (12) consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or
(iii) An obligation of the Borrower under this Security Instrument is not performed.

(c) Notice to Lender. Borrower shall notify Lender whenever any of the events listed in this Paragraph (a) (ii) or (b) occur.
(d) Notice to Secretary and Borrower. Lender shall notify the Secretary and Borrower whenever the loan becomes due and payable under Paragraph 9 (a) (ii) or (b). Lender shall not have the right to commence foreclosure until Borrower has had thirty (30) days after notice to either:

(i) Correct the matter which resulted in the Security Instrument coming due and payable; or
(ii) Pay the balance in full; or
(iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or
(iv) Provide the Lender with a deed in lieu of foreclosure.

(e) Trusts. Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 9. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.
(f) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note not be eligible for insurance under the National Housing Act within SIXTY DAYS from the date hereof, if permitted by Applicable Law 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 SIXTY 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. No Deficiency Judgments. Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed. If this Security Instrument is assigned to the Secretary upon demand by the Secretary, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

11. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower

EXHIBIT B

shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding shall be added to the principal balance. 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 Security Instrument.

12. Lien Status.

(a) Modification. Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the Property is not encumbered by any liens (except this Security Instrument, the Second Security Instrument described in Paragraph 13(a) and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

(b) Tax Deferral Programs. Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

(c) Prior Liens. 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 forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by 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.

13. Relationship to Second Security Instrument.

(a) Second Security Instrument. In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to execute a Second Note and a Second Security Instrument on the Property.

(b) Relationship of First and Second Security Instruments. Payments made by the Secretary shall not be included in the debt under the Note unless:

(i) This Security Instrument is assigned to the Secretary; or
(ii) The Secretary accepts reimbursement by the Lender for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, but excluding late charges paid by the Secretary, shall be included in the debt under the Note.

(c) Effect on Borrower. Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

(i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property under Paragraph 19 to Lender or a receiver of the Property, until the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note; or

EXHIBIT B

(ii) Be obligated to pay interest under the Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the Note.

(d) No Duty of the Secretary. The Secretary has no duty to Lender to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though Lender may be unable to collect amounts owed under the Note because of restrictions in this Paragraph 13.

14. Forbearance by Lender Not a Waiver. 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.

15. Successors and Assigns Bound; Joint and Several Liability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender. Borrower may not assign any rights or obligations under this Security Instrument or under the Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.

16. 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 all Borrowers jointly designate. 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 16.

17. 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.

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

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

19. 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 this Security Instrument; (b) Lender shall be 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 19.

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 this Security Instrument is paid in full.

20. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, 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 Paragraph 20, including, but not limited to, Reasonable Attorneys' Fees (as defined in Paragraph 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.

EXHIBIT B

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 by Paragraph 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.

21. Lien Priority. The full amount secured by this Security Instrument shall have the same priority over any other liens on the Property as if the full amount had been disbursed on the date the initial disbursement was made, regardless of the actual date of any disbursement. The amount secured by this Security Instrument shall include all direct payments by Lender to Borrower and all other loan advances permitted by this Security Instrument for any purpose. This lien priority shall apply notwithstanding any State constitution, law or regulation, except that this lien priority shall not affect the priority of any liens for unpaid State or local governmental unit special assessments or taxes.

22. Adjustable Rate Feature. Under the Note, the initial interest rate of 2.723 % which accrues on the unpaid principal balance ("Initial Interest Rate") is subject to the change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be based upon the average of interbank offered rates for one-month U.S. dollardenominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal, rounded to three digits to the right of the decimal point, ("Index") plus a margin. If the Index is no longer available, Lender will use as a new Index any index prescribed by the Secretary. Lender will give Borrower notice of the new Index.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on the first day of MAY 2009 , and on ☐ that day of each succeeding year ☒ the first day of each succeeding month ("Change Date") until the loan is repaid in full.

The "Current Index" means the most recent Index figure available 30 days before the Change Date, and if the day that is 30 days before the Change Date is not a Sunday or Monday and not the first business day of the week, the Current Index will be the Index as published the first business day of that week. If the day that is 30 days before the Change Date is a Sunday or Monday and not the first business day of the week, the Current Index will be the Index as published the first business day of the immediately prior week. Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index. The sum of the margin plus the Current Index will be called the "Calculated Interest Rate" for each Change Date. The Calculated Interest Rate will be compared to the interest rate in effect immediately prior to the current Change Date (the "Existing Interest Rate").

☐ (Annually Adjusting Variable Rate Feature) The Calculated Interest Rate cannot be more than 2.0% higher or lower than the Existing Interest Rate, nor can it be more than 5.0% higher or lower than the Initial Interest Rate.

☒ (Monthly Adjusting Variable Rate Feature) The Calculated Interest Rate will never increase above TWELVE AND 723/1000 percent (12.723 %).

The Calculated Interest Rate will be adjusted if necessary to comply with these rate limitation(s) and will be in effect until the next Change Date. At any Change Date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.

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 (a) the Property is 20 acres or less in size, (b) Lender in an action to foreclose this Security Instrument waives all right to a judgment for deficiency and (c) Lender consents to Borrower's remaining in possession of the Property, then the sale of the Property may be 6 months from the date the judgment is entered if the Property is owner-occupied at the time of the commencement of the foreclosure action. If conditions (b) and (c) above are met and the Property is not owner-occupied at the time of the commencement of the foreclosure action, then the sale of the Property may be 3 months from the date the judgment is entered. In any event, if the Property has been abandoned, then the sale of the Property may be 2 months from the date the 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.

EXHIBIT B

26. Obligatory Loan Advances. Lender's responsibility to make Loan Advances under the terms of the Loan Agreement, including Loan Advances of principal to Borrower as well as Loan Advances for interest, MIP, Servicing Fees and other charges, shall be obligatory.

27. 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

☐ Other (Specify)

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

Delores A. Heinen _____ (Seal) -Borrower

DELORES A HEINEN

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

EXHIBIT B

[Space Below This Line For Acknowledgement]

State of Wisconsin,

County of: Sheboygan

DELORES A. HEINEN

This instrument was acknowledged before me on February 27, 2007 by Delores A. Heinen

(Seal, if any)

Richard Bruinooge
(Signature of notarial officer)

Notary Public - Wisconsin
Title (and rank)

RICHARD BRUINOOGE
Notary Public
State of Wisconsin

(My commission expires: 7-12-09)

EXHIBIT B

Exhibit A

Legal Description

The land referred to in this policy is situated in the State of Wisconsin, County of SHEBOYGAN, and described
as follows:
the following described real estate situated in the County of Sheboygan and State of Wisconsin to wit;
The South One-Third (1/3) of Lots (1) and Two (2), Block Forty-Eight (48) of the original Plat in the City of
Sheboygan, Wisconsin.
APN #: 59281201030
Being the same property conveyed to Delores A. Heinen, tenancy to follow by deed from Joyce Clements, no
tenancy stated, dated 04-14-77, filed 09-15-77 and recorded in Deed as Inst. No. 1017648 in Book 815, Page 79
in SHEBOYGAN County Records.

[redacted] WI

FIRST AMERICAN ELS
MORTGAGE

[redacted]

EXHIBIT B

II

4.3

R. O. No. 167 - 15 - 16. By CITY CLERK. October 5, 2015.

Submitting a Summons and Complaint in the matter of APEX II, LLC v Christine R. Grunow et al.

City Clerk

Finance

CIRCUIT COURT BRANCH #5
JAMES BOLGERT
615 N SIXTH STREET
SHEBOYGAN WI 53081

STATE OF WISCONSIN CIRCUIT COURT BRANCH ___ SHEBOYGAN COUNTY

APEX II, LLC
a Wisconsin limited liability company
5603 Indian Mound Circle
Sheboygan, WI 53081,

Plaintiff,

v.

Case Code: 30405
Classification: Other Real Estate

Case No. 15CV0613

CHRISTINE R. GRUNOW
an adult individual
2016 North 12th Street
Sheboygan, WI 53081,

PAYDAY LOAN STORE OF WISCONSIN INC. PD0084
a Wisconsin corporation
1694 South Koeller Street
Oshkosh, WI 54902

Process Server Paul R
Date 10/1/15 Time 10:35 (A.M.) P.M.
Served Upon Sue Richards
928 Center Avenue, Sheboygan
( )Personal ( ) Substitute
( )Posted (X) Corporate

AURORA MEDICAL GROUP, INC.
a Wisconsin corporation
3000 W. Montana Street
Milwaukee, WI 53215

SCHLEH FOOD PRODUCTS CO., INC.
a Wisconsin corporation
714 South Wisconsin Drive
Howards Grove, WI 53083

ROUNDY'S SUPERMARKETS, INC.
a Wisconsin corporation
875 East Wisconsin Avenue
Milwaukee, WI 53202

GET IT NOW, LLC
a foreign limited liability company
c/o The Corporation Trust Company
1209 Orange Street
Wilmington, DE 19801

SHEBOYGAN COUNTY CLERK OF CIRCUIT COURT
a department of Sheboygan County
c/o Clerk of Circuit Courts Melody Lorge
615 N. 6th Street
Sheboygan, Wisconsin 53081

SHEBOYGAN COUNTY WISCONSIN
'15 SEP 30 P 3:01
CLERK CIRCUIT COURT
FILED

Process Server _____

Date _____ Time _____ A.M./P.M.

Served Upon _____

( ) Personal ( ) Substitute

( ) Posted ( ) Corporate

AURORA HEALTH CARE CENTRAL, INC.
a domestic corporation
2629 North 7th Street
Sheboygan, WI 53083

CITY OF SHEBOYGAN
a municipality
838 Center Avenue
Sheboygan, WI 53081

and

NORTHERN MANAGEMENT LLC
a domestic limited liability company
333 Bishops Way 160
Brookfield, WI 53005

Defendants.

SUMMONS

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.

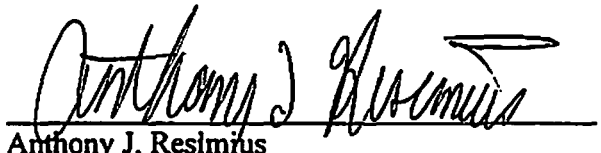
Within 20 days of receiving this Summons, you must respond with a written answer, as that term is used in Wis. Stat. ch. 802, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to the Court, whose address is 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Rohde Dales LLP, Plaintiff's attorneys, whose address is 607 North 8th Street, Ste.700, Sheboygan, Wisconsin 53081. You may have an attorney help or represent you.

If you do not provide a proper Answer within 20 days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you

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 30th day of September, 2015.

ROHDE DALES LLP



Anthony J. Resmius
A Member of the Firm
State Bar No. 1037195
Attorneys for Plaintiff

P.O. Address:
607 North 8th Street, Ste. 700
Sheboygan, WI 53081
Telephone (920) 458-5501
Facsimile (920) 458-5874

THIS IS AN ATTEMPT TO COLLECT A DEBT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE

STATE OF WISCONSIN | CIRCUIT COURT BRANCH ___ | SHEBOYGAN COUNTY

Case Code: 30405
Classification: Other Real Estate

APEX II, LLC
a Wisconsin limited liability company
5603 Indian Mound Circle
Sheboygan, WI 53081,

Plaintiff,

v.

Case No. 15CV0633

CHRISTINE R. GRUNOW
an adult individual
2016 North 12th Street
Sheboygan, WI 53081,

PAYDAY LOAN STORE OF WISCONSIN INC. PD0084
a Wisconsin corporation
1694 South Koeller Street
Oshkosh, WI 54902

AURORA MEDICAL GROUP, INC.
a Wisconsin corporation
3000 W. Montana Street
Milwaukee, WI 53215

SCHLEH FOOD PRODUCTS CO., INC.
a Wisconsin corporation
714 South Wisconsin Drive
Howards Grove, WI 53083

ROUNDY'S SUPERMARKETS, INC.
a Wisconsin corporation
875 East Wisconsin Avenue
Milwaukee, WI 53202

GET IT NOW, LLC
a foreign limited liability company
c/o The Corporation Trust Company
1209 Orange Street
Wilmington, DE 19801

SHEBOYGAN COUNTY CLERK OF CIRCUIT COURT
a department of Sheboygan County
c/o Clerk of Circuit Courts Melody Lorge
615 N. 6th Street
Sheboygan, Wisconsin 53081

CLERK OF CIRCUIT COURT
FILED
SEP 30 '15 PM 3:41
SHEBOYGAN COUNTY WI

AURORA HEALTH CARE CENTRAL, INC.
a domestic corporation
2629 North 7th Street
Sheboygan, WI 53083

CITY OF SHEBOYGAN
a municipality
838 Center Avenue
Sheboygan, WI 53081

and

NORTHERN MANAGEMENT LLC
a domestic limited liability company
333 Bishops Way 160
Brookfield, WI 53005

Defendants.

COMPLAINT FOR STRICT FORECLOSURE

Plaintiff APEX II, LLC by its attorneys, Rohde Dales LLP, as and for its complaint against the Defendants alleges as follows:

1. Plaintiff APEX II, LLC ("APEX") is a Wisconsin limited liability company with a principal office located at 5603 Indian Mound Circle, Sheboygan, Wisconsin.

2. Defendant Christine R. Grunow ("Grunow") is an adult individual with a last known address of 2016 North 12th Street, Sheboygan, WI 53081.

3. Defendant Payday Loan Store of Wisconsin Inc. PD0084 ("Payday") is a Wisconsin corporation located at 1694 South Koeller Street, Oshkosh, WI 54902 and may claim an interest in the Property by virtue of judgments docketed in the Circuit Court for Sheboygan County on the following dates and in the sums indicated:

Case No. 2014SC1793	September 4, 2014	$1,837.36
Case No. 2012SC632	April 4, 2012	$2,319.72

4. Defendant Aurora Medical Group, Inc. ("Aurora Medical") is a Wisconsin corporation with its principal place of business located at 3000 West Montana Street, Milwaukee, WI 53215 and may claim an interest in the Property by virtue of judgments docketed in the Circuit Court for Sheboygan County on the following dates and in the sums indicated:

Case No. 2014SC2378	November 13, 2014	$1,716.08
Case No. 2013SC1846	August 5, 2013	$1,607.76

5. Defendant Schleh Food Products Co., Inc. ("Schleh Food") is a Wisconsin corporation with its principal place of business located at 714 South Wisconsin Drive, Howards Grove, WI 53083 and may claim an interest in the Property by virtue of a judgment docketed in the Circuit Court for Sheboygan County on April 13, 2005 in the sum of $317.82.

6. Defendant Roundy's Supermarkets, Inc. ("Roundy's") is a Wisconsin corporation with its principal place of business located at 875 East Wisconsin Avenue, Milwaukee, WI 53202 and may claim an interest in the Property by virtue of a judgment docketed in the Circuit Court for Sheboygan County on September 7, 2007 in the sum of $789.50.

7. Defendant Get It Now, LLC ("Get It Now") is a foreign limited liability company with its principal place of business located at c/o The Corporation Trust Company, 1209 Orange Street, Wilmington, DE 19801 and may claim an interest in the Property by virtue of a judgment docketed in the Circuit Court for Sheboygan County on November 20, 2008 in the sum of $148.28.

8. Defendant Sheboygan County Clerk of Circuit Court ("Sheboygan County") is a department of Sheboygan County with its offices located at 615 North 6th Street, Sheboygan, WI 53081 and may claim an interest in the Property by virtue of a judgment docketed in the Circuit Court for Sheboygan County on the following dates and for the sums indicated:

Case No. 2011CM348	November 11, 2011	$404.00.
Case No. 2013TR3344	January 24, 2014	$200.50
Case No. 2014TR4576	January 28, 2015	$175.30
Case No. 2014TR4577	January 28, 2015	$200.50

9. Defendant Aurora Health Care Central, Inc. ("Aurora Health") is a domestic corporation with its principal place of business located at 2629 North 7th Street, Sheboygan, WI 53083 and may claim an interest in the Property by virtue of a judgment docketed in the Circuit Court for Sheboygan County on August 5, 2013 in the sum of $1,607.76.

10. Defendant City of Sheboygan ("City of Sheboygan") is a municipality with its offices located at 828 Center Avenue, Sheboygan, WI 53081 and may claim an interest in the Property by virtue of judgments docketed in the Circuit Court for Sheboygan County on the following dates and for the sums indicated:

Case No. 2014TJ124	June 23, 2014	$691.00
Case No. 2014TJ126	June 23, 2014	$691.00
Case No. 2014TJ125	June 23, 2014	$691.00
Case No. 2014TJ123	June 23, 2014	$80.92
Case No. 2015TJ67	March 25, 2015	$175,042.00

11. Defendant Northern Management LLC ("Northern Management") is a domestic limited liability company with its principal place of business located at 333 Bishops Way 160, Brookfield, WI 53005 and may claim an interest in the Property by virtue of a judgment docketed in the Circuit Court for Sheboygan County on June 30, 2006 in the sum of $3,734.92.

12. On August 18, 2005, APEX II, LLC entered in to a land contract with Christine R. Grunow (the "Land Contract"). The term "Land Contract" as used in this Complaint includes

the recorded Land Contract and any unrecorded amendments to the Land Contract agreed to by Apex II, LLC and Christine R. Grunow. A copy of the recorded Land Contact is attached hereto as Exhibit A and is fully incorporated herein by this reference.

13. On November 17, 2005, APEX II, LLC assigned its interest in the Land Contract to John G. Justinger. A copy of the Assignment of Land Contract is attached hereto as Exhibit B and is fully incorporated herein by this reference.

14. On January 31, 2006 APEX II, LLC assigned its interest in the Land Contract to John G. Justinger Living Trust. A copy of the Assignment of Land Contract is attached hereto as Exhibit C and is fully incorporated herein by this reference.

15. On September 24, 2015 John G. Justinger assigned his interest in the Land Contract to APEX II, LLC. A copy of the Assignment of Land Contract is attached hereto as Exhibit D and is fully incorporated herein by this reference.

16. On September 24, 2015 John G. Justinger Living Trust assigned its interest in the Land Contract to APEX II, LLC. A copy of the Assignment of Land Contract is attached hereto as Exhibit E and is fully incorporated herein by this reference.

17. The property subject to the Land Contract (the "Property") has a tax key number of 59281718960 and is legally described as follows:

> Lot Twenty-one (21), Trimberger's Subdivision, City of Sheboygan, Sheboygan County, Wisconsin.

18. Pursuant to the terms of the Land Contract, Grunow is required to make monthly principal and interest payments in the amount of $666.96 due on the 1st day of the month commencing on October 1, 2005.

19. Despite due demand, Grunow has failed to make the monthly installment payments due under the Land Contract (the "Default").

20. Pursuant to its rights under the Land Contract, APEX has elected to declare the entire outstanding balance under the Land Contract to become immediately due and payable in full. The total outstanding balance of principal and interest due and payable as of August 27, 2015 was $80,968.69.

21. Pursuant to its rights under the Land Contract, APEX has elected to bring this action to terminate the Land Contract and Grunow's rights, title, and interest in the Property and recover the Property back including any improvements or additional fixtures placed upon the Property prior to or following the execution of the Land Contract.

22. This is an action for strict foreclosure with any redemption conditioned upon Grunow's full payment of the entire outstanding balance.

23. In the event that Grunow fails to redeem, all amounts previously paid under the Land Contract shall be forfeited as liquidated damages for failure to fulfill the Land Contract and as rental for the Property.

24. Pursuant to the terms of the Land Contact, APEX is entitled to payment by Grunow of all costs and expenses including reasonable attorney's fees incurred in this action.

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

26. Payday, Aurora Medical, Schleh Food, Roundy's, Get It Now, Sheboygan County, Aurora Health, City of Sheboygan and Northern Management may claim some lien or interest in and to the Property, but that any such claim, lien, or interest (if any) is junior and subordinate to APEX'S interest and the amounts owed to APEX. This action seeks to terminate and foreclose any claim, lien, or interest (if any) of Payday, Aurora Medical, Schleh Food,

Roundy's, Get It Now, Sheboygan County, Aurora Health, City of Sheboygan and Northern Management in and to the Property.

WHEREFORE, Plaintiff APEX II, LLC demands judgment as follows:

A. For a judgment of strict foreclosure subject to Grunow's right to redeem as determined by the court pursuant to Wis. Stat. § 846.30;

B. In the event that Grunow fails to redeem, for a judgment which terminates the Land Contract, terminates and forecloses Payday, Aurora Medical, Schleh Food, Roundy's, Get It Now, Sheboygan County, Aurora Health, City of Sheboygan and Northern Management rights, title, and interest in the Property, and restores fully right, title, and interest in the Property back to APEX including any improvements or additional fixtures placed upon the Property prior to or following the execution of the Land Contract;

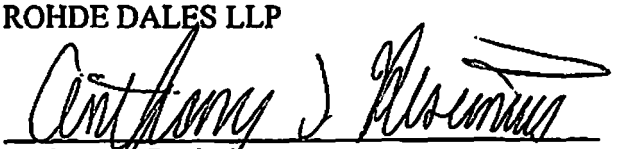
C. In the event that Grunow fails to redeem, for a judgment which confirms that all amounts previously paid under the Land Contract are forfeited as liquidated damages for failure to fulfill the Land Contract and as rental for the Property;

D. For a judgment in favor of APEX and against Grunow for its costs and disbursements including reasonable attorneys' fees incurred in this matter; and

E. For such other and further relief as the court deems just and proper.

Dated this 30th day of September, 2015.

ROHDE DALES LLP



Anthony J. Resimius
A Member of the Firm
State Bar No. 1037195
Attorneys for Plaintiff

P.O. Address:
607 North 8th Street, Ste. 700
Sheboygan, WI 53081
Telephone (920) 458-5501
Facsimile (920) 458-5874

THIS IS AN ATTEMPT TO COLLECT A DEBT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

DOCUMENT NO.

STATE BAR OF WISCONSIN FORM 11 - 1982
LAND CONTRACT
Individual and Corporate
(TO BE USED FOR ALL TRANSACTIONS WHERE OVER $25,000 IS FINANCED AND IN OTHER NON-CONSUMER ACT TRANSACTIONS)

1774673
SHEBOYGAN COUNTY, WI
RECORDED ON
08/23/2005 10:51AM
DARLENE J. NAVIS
REGISTER OF DEEDS
RECORDING FEE: 13.00
TRANSFER FEE: 276.00
STAFF ID 6
TRANS # 67118
OF PAGES: 2

RECORDING AREA
NAME AND RETURN ADDRESS
APEX II, LLC
5603 Indian Mound Road
Sheboygan, WI. 53081

59281428090
Parcel Identification Number (PIN)

Contract, by and between APEX II, LLC ("Vendor", whether one or more) and Christine R. Grunow, a single person ("Purchaser", whether one or more). Vendor sells and agrees to convey to Purchaser, upon the prompt and full performance of this contract by Purchaser, the following property, together with the rents, profits, fixtures and other appurtenant interests (all called the "Property"), in Sheboygan County, State of Wisconsin:

Lot Twenty-one (21), Trimberger's Subdivision, City of Sheboygan, Sheboygan County, Wisconsin.

In the event of a default by purchaser, any payments received by Vendor following said default shall be applied in the following order: a) late payment charges b) delinquent real estate tax and/or hazard insurance payments c) delinquent utility payments for which purchaser is responsible d) necessary repairs to the property caused by purchaser's neglect e) delinquent interest f) principal

Purchaser agrees to occupy the premises as a principal residence and shall be prohibited from renting said premises to any third party.

This IS NOT (is / is not) homestead property.

Purchaser agrees to purchase the Property and to pay to Vendor at 5603 Indian Mound Road, Sheb. WI. 53081 the sum of $ 92,000.00 in the following manner: (a) $ 16,000.00 at the execution of this Contract; and (b) the balance of $ 76,000.00, together with interest from date hereof on the balance outstanding from time to time at the rate of 10% percent per annum until paid in full, as follows: Monthly principal and interest payments in the amount of $666.96, commencing on the 1st day of October, 2005 and on the 1st day of each and every month thereafter until same is fully paid, PLUS an amount equal to 1/12 of the estimated net real property taxes & hazard insurance premiums which shall be adjusted annually based on the actual annual real property taxes and hazard insurance premium(s). Vendor shall have the right to adjust the interest rate herein to conform to any changes which Vendor's mortgage holder may hereafter make to Vendor's existing mortgage. Purchaser agrees to subordinate Land Contract interest to any future mortgages by Vendor. Provided, however, the entire outstanding balance shall be paid in full on or before the 1st day of September, 2010 (the maturity date).

Following any default in payment, interest shall accrue at the rate of * % per annum on the entire amount in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire principal balance). Purchaser shall pay a late payment charge of $50.00 plus an additional $15.00 per day from the 1st day following the day on which payment should have been received by Vendor.

Purchaser, unless excused by Vendor, agrees to pay monthly to Vendor amounts sufficient to pay reasonably anticipated annual taxes, special assessments, fire and required insurance premiums when due. To the extent received by Vendor, Vendor agrees to apply payments to these obligations when due. Such amounts received by the Vendor for payment of taxes, assessments and insurance will be deposited into an escrow fund or trustee account, but shall not bear interest unless otherwise required by law.

Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal. [illegible] there may be no prepayment of principal without permission of Vendor, including any pre-payment penalties determined by Vendor.

In the event of any prepayment, this contract shall not be treated as in default with respect to payment so long as the unpaid balance of principal, and interest (and in such case accruing interest from month to month shall be treated as unpaid principal) is less than the amount that said indebtedness would have been had the monthly payments been made as first specified above; provided that monthly payments shall be continued in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded herefrom.

[illegible] Purchaser's obligation to furnish title evidence as shown by the title evidence submitted to Purchaser for examination except. Aquisition and payment of title evidence shall be the responsibility of purchaser. Any partial pre-payments shall be applied to principal in the inverse order of maturity and shall not affect the due dates or change the principal portion of the remaining installment payments until Land Contract is paid in full.

Purchaser agrees to pay the cost of future title evidence. If title evidence is in the form of an abstract, it shall be retained by Vendor until the full purchase price is paid.

Purchaser shall be entitled to take possession of the Property on date of closing.

* Cross Out One.

EXHIBIT
tabbies
A

Purchaser promises to pay when due all taxes and assessments levied on the Property or upon Vendor's interest in it and to deliver to Vendor on demand receipts showing such payment.

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the sum of $ 76,000.00, but Vendor shall not require coverage in an amount more than the balance owed under this Contract. Purchaser shall pay the insurance premium when due. The policies shall contain the standard clause in favor of the Vendor's interest and, unless Vendor otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Vendor deems the restoration or repair to be economically feasible.

Purchaser covenants not to commit waste nor allow waste to be committed on the Property, to keep the Property in good tenantable condition and repair, to keep the Property free from liens superior to the lien of this Contract, and to comply with all laws, ordinances and regulations affecting the Property.

Vendor agrees that in case the purchase price with interest and other moneys shall be fully paid and all conditions shall be fully performed at the times and in the manner above specified, Vendor will on demand, execute and deliver to the Purchaser, a Warranty Deed, in fee simple, of the Property, free and clear of all liens and encumbrances, except any liens or encumbrances created by the act or default of Purchaser, and except: municipal and zoning ordinances, recorded easements, recorded building & use restrictions and covenants, general taxes and special assessments levied for the year 2005 and thereafter.

Purchaser agrees that time is of the essence and (a) in the event of a default in the payment of any principal or interest which continues for a period of 15 days following the specified due date or (b) in the event of a default in performance of any other obligation of Purchaser which continues for a period of 30 days following written notice thereof by Vendor (delivered personally or mailed by certified mail); then the entire outstanding balance under this contract shall become immediately due and payable in full, at Vendor's option and without notice (which Purchaser hereby waives), and Vendor shall also have the following rights and remedies (subject to any limitations provided by law) in addition to those provided by law or in equity: (i) Vendor may, at his option, terminate this Contract and Purchaser's rights, title and interest in the Property and recover the Property back through strict foreclosure with any equity of redemption to be conditioned upon Purchaser's full payment of the entire outstanding balance, with interest thereon from the date of default at the rate in effect on such date and other amounts due hereunder (in which event all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property if Purchaser fails to redeem); or (ii) Vendor may sue for specific performance of this Contract to compel immediate and full payment on the entire outstanding balance, with interest thereon at the rate in effect on the date of default and other amounts due hereunder, in which event the Property shall be auctioned at judicial sale and Purchaser shall be liable for any deficiency; or (iii) Vendor may sue at law for the entire unpaid purchase price or any portion thereof; or (iv) Vendor may declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of Purchaser is insignificant; and (v) Vendor may have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits during the pendency of any action under (i), (ii) or (iv) above. Notwithstanding any oral or written statements or actions of Vendor, an election of any of the foregoing remedies shall only be binding upon Vendor if and when pursued in litigation and all costs and expenses including reasonable attorneys fees of Vendor incurred to enforce any remedy hereunder (whether abated or not) to the extent not prohibited by law and expenses of title evidence shall be added to principal and paid by Purchaser, as incurred, and shall be included in any judgment.

Upon the commencement or during the pendency of any action of foreclosure of this Contract, Purchaser consents to the appointment to a receiver of the Property, including homestead interest, to collect the rents, issues, and profits of the Property during the pendency of such action and such rents, issues, and profits when so collected shall be held and applied as the court shall direct.

Purchaser shall not transfer, sell or convey any legal or equitable interest in the Property (by assignment of any of Purchaser's rights under this Contract or by option, long-term lease or in any other way) without the prior written consent of Vendor unless either the outstanding balance payable under this Contract is first paid in full or the interest conveyed is a pledge or assignment of Purchaser's interest under this Contract solely as security for an indebtedness of Purchaser. In the event of any such transfer, sale or conveyance without Vendor's written consent, the entire outstanding balance payable under this Contract shall become immediately due and payable in full, at Vendor's option without notice.

Vendor shall make all payments when due under any mortgage outstanding against the Property on the date of this Contract (except for any mortgage granted by Purchaser) or under any note secured thereby, provided Purchaser makes timely payment of the amount then due under this Contract. Purchaser may make such payments directly to the Mortgagee if Vendor fails to do so and all payments so made by Purchaser shall be considered payments made on this Contract.

Vendor may waive any default without waiving other subsequent or prior default of Purchase.

All terms of this Contract shall be binding upon and inure to the benefits of the heirs, legal representatives, successors and assigns of Vendor and Purchaser. (If not an owner of the property the spouse of Vendor for a valuable consideration joins herein to release homestead rights in the subject Property and agrees to join in the execution of the deed to be made in fulfillment hereof.)

Dated this 18 day of August, 2005.

_____ (SEAL)
•APEX II, LLC, by: John G. Justinger, Member

_____ (SEAL)
• John G. Justinger

Christine R Grunow (SEAL)
• Christine R. Grunow

_____ (SEAL)
•

AUTHENTICATION

Signature(s) _____

_____

authenticated this ____ day of _____, ____

_____

•_____

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

John G. Justinger

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

ACKNOWLEDGMENT

State of Wisconsin, } ss.
Sheboygan County

Personally came before me this 18 day of August, 2005, the above-named John G. Justinger and Christine R. Grunow

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

• Leon D. Stein

Notary Public, _____ County, Wis.
My commission is permanent. (If not, state expiration date: 9/20/08)

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

STATE BAR OF WISCONSIN FORM 13 – 1982
ASSIGNMENT OF LAND CONTRACT

DOCUMENT NO.

1783180
SHEBOYGAN COUNTY, WI
RECORDED ON
11/23/2005 09:09AM
DARLENE J. NAVIS
REGISTER OF DEEDS
RECORDING FEE: 13.00
TRANSFER FEE:
EXEMPTION # 77.25(15S)
STAFF ID 6
TRANS # 71845
OF PAGES: 2

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS
John G. Justinger
5603 Indian Mound Road
Sheboygan, WI. 53081

59281428090
PARCEL IDENTIFICATION NUMBER

Assignor, whether one or more, for a valuable consideration, assigns and conveys to John G. Justinger

("Assignee", whether one or more) the (Vendor's or Purchaser's) interest in a Land Contract dated the 18th day of August, XX2005, executed by

APEX II, LLC

as Vendor to Christine R. Grunow, a single person

as Purchaser on lands in Sheboygan County, State of Wisconsin, together with (the indebtedness therein referred to and) all the interest of the Assignor in the Land Contract and the lands described therein, which Land Contract was recorded in the Office of the Register of Deeds of said County, on August 23, 2005 XXXX, as Document Number 1774673, in (Reel) (Records) (Image) (Vol.) of (Mortg's) on (Page).

~~The Assignor covenants that there is now owing and unpaid on said Land Contract, the~~ sum of Dollars, and also interest at percent per annum from, that Assignor is the owner of the above described interest in the Land Contract and has good right to assign the same, and that the condition of the title of Assignor's interest is the same as the time of recording the Land Contract.

PARAGRAPHS APPLYING IF THIS IS AN ASSIGNMENT OF PURCHASER'S INTEREST: (Strike either 1. or 2.)

By accepting and recording this assignment, the Assignee agrees:

~~1. That Assignee assumes and agrees to pay the obligation secured by the Land Contract, to comply with all terms and conditions of the Land~~ Contract, and to hold harmless and indemnify Assignor as to the performance of all obligations, terms and conditions of the Land Contract. (OR)

2. That this Assignment is given for collateral purposes only, and that the Assignor agrees to continue to make all payments required on the Land Contract and to comply with all terms and conditions thereof. The Assignor retains the right to occupancy of the property covered by the Land Contract. This Assignment is to have the same effect as a mortgage. In the event of default on the part of the Assignor on the obligation secured hereby, the Assignee's remedy shall be a foreclosure as if it held a mortgage.

PARAGRAPHS APPLYING IF THIS IS AN ASSIGNMENT OF VENDOR'S INTEREST: (Strike either 1. or 2.)

1. This is a complete assignment of the Vendor's interest in the above described Land Contract. The Purchaser under the Land Contract is instructed to make all further payments to Assignee upon receipt of a copy of this document. (OR)

~~2. This assignment of the Vendor's interest in the above described Land Contract is for collateral purposes. The Assignor shall be allowed to~~ continue to receive the scheduled, periodic payments on the Land Contract. ~~Any extra or balloon payments shall be made payable to Assignor and~~ Assignee. ~~In the event of a default by Assignor on the obligation secured by this assignment, Assignee has the right to receive all payments on the Land Contract upon notification to the Purchaser.~~

This IS NOT (Is) (Is not) homestead property.

Dated this 17th day of November XX 2005.

John G. Justinger (SEAL)
APEX II, LLC, by John G. Justinger, Member

(SEAL)

(SEAL)

(SEAL)

AUTHENTICATION

Signature(s)

authenticated this day of , 19

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
John G. Justinger

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

ACKNOWLEDGMENT

State of Wisconsin, } ss.
Sheboygan County.

Personally came before me this 17 day of November XX2005 the above named John G. Justinger to me known to be the person who executed the foregoing instrument and acknowledged the same.

Leon D. Stein
Notary Public, Sheboygan County, Wis.
My commission is permanent. (If not, state expiration date: 1/30/08, 19)

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

ASSIGNMENT OF LAND CONTRACT

STATE BAR OF WISCONSIN Form No. 13 – 1982

Wisconsin Legal Blank Co., Inc. Milwaukee, Wis.

EXHIBIT
B

2

ASSIGNMENT OF LAND CONTRACT———

APEX I, LLC to John G. Justinger

LEGAL DESCRIPTION----

Lot Twenty-one (21), Trimbergers Subdivision, City of Sheboygan, Sheboygan County, Wisconsin.

1789941

SHEBOYGAN COUNTY, WI
RECORDED ON
02/01/2006 03:47PM

ELLEN R. SCHLEICHER
REGISTER OF DEEDS

RECORDING FEE: 13.00
TRANSFER FEE:
EXEMPTION # 77.25(16)

STAFF ID 7
TRANS # 75266
OF PAGES: 2

STATE BAR OF WISCONSIN FORM 15 – 1982
ASSIGNMENT OF LAND CONTRACT

DOCUMENT NO.

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS
John G. Justinger
5603 Indian Mound Road
Sheboygan, WI. 53081

59281428090
PARCEL IDENTIFICATION NUMBER

Assignor, whether one or more, for a valuable consideration, assigns and conveys to John G. Justinger Living Trust ("Assignee", whether one or more) the (Vendor's ~~or Purchaser's~~) interest in a Land Contract dated the 23 day of August, A.D. 2005, executed by APEX II, LLC as Vendor to Christine R. Grunow, a single person as Purchaser on lands in Sheboygan County, State of Wisconsin, together with (the indebtedness therein referred to and) all the interest of the Assignor in the Land Contract and the lands described therein, which Land Contract was recorded in the Office of the Register of Deeds of said County, on August 23, A.D. 2005, as Document Number 1774673*, in (Reel) (Records) (Image) (Vol.) of (Mortgs) on (Page).

~~The Assignor covenants that there is now owing and unpaid on said Land Contract, the sum of~~ Dollars, and also interest at percent per annum from, that Assignor is the owner of the above described interest in the Land Contract and has good right to assign the same, and that the condition of the title of Assignor's interest is the same as the time of recording the Land Contract.

PARAGRAPHS APPLYING IF THIS IS AN ASSIGNMENT OF PURCHASER'S INTEREST: (Strike either 1. or 2.)

By accepting and recording this assignment, the Assignee agrees:

1. ~~That Assignee assumes and agrees to pay the obligation secured by the Land Contract, to comply with all terms and conditions of the Land~~ Contract, and to ~~hold harmless~~ and indemnify Assignor as to the performance of all obligations, ~~terms and conditions~~ of the Land Contract. (OR)

2. That this Assignment is ~~given for~~ collateral purposes only, and ~~that the Assignor agrees~~ to continue to make all payments required on the Land Contract and to comply with all terms ~~and conditions~~ thereof. The Assignor retains the right to occupancy of the property covered by the Land Contract. ~~This Assignment is to~~ have the same effect as a mortgage. In the event of default on the part of the Assignor on the obligation ~~secured hereby, the Assignee's remedy shall be a foreclosure as if it held a mortgage.~~

PARAGRAPHS APPLYING IF THIS IS AN ASSIGNMENT OF VENDOR'S INTEREST: (Strike either 1. or 2.)

1. This is a complete assignment of the Vendor's interest in the above described Land Contract. The Purchaser under the Land Contract is instructed to make all further payments to Assignee upon receipt of a copy of this document. (OR)

2. ~~This assignment of the Vendor's interest in the above described Land Contract is for collateral purposes. The Assignee shall be allowed~~ to continue to receive the scheduled, periodic payments on the Land Contract. Any extra or balloon payments shall be made payable to Assignor and Assignee. In the event of a default by Assignor on the obligation secured by this assignment, Assignee has the right to receive all payments on the ~~Land Contract upon notification to the Purchaser.~~

This IS NOT (Is) (Is not) homestead property.

* and a subsequent assignment recorded on November 23, 2005 at 9:09 A.M. as Document 1783180.

Dated this 31 day of January, A.D. 2006

~~APEX II, LLC, by:~~ (SEAL)
• John G. Justinger, member

(SEAL)
•

(SEAL)
•

(SEAL)
•

AUTHENTICATION

Signature(s)

authenticated this day of, 19

•

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
John G. Justinger

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

ACKNOWLEDGMENT

State of Wisconsin, } ss.
Sheboygan County

Personally came before me this 31 day of January, A.D. 2006, the above named

~~John G. Justinger~~

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

•

Notary Public, Sheboygan County, Wis.
My commission is permanent. (If not, state expiration date: , 19)

EXHIBIT
6

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

2. ☒ ASSIGNMENT OF VENDOR'S INTEREST [CHECK BOX AT LEFT IF APPLICABLE]
By accepting and recording this Assignment, Assignee agrees:
[CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY]

☒ A. This is a complete assignment of Vendor's interest in the Land Contract. The Purchaser under the Land Contract is instructed to make all further payments to Assignee upon receipt of a copy of this instrument.

☐ B. This assignment of the Vendor's interest in the Land Contract is for collateral purposes. Assignor shall be allowed to continue to receive the scheduled, periodic payments(s) on the Land Contract. Any extra or balloon payments shall be made payable to Assignor and Assignee. In the event of a default by Assignor on the obligations secured by this Assignment, Assignee has the right to receive all payments on the Land Contract upon notification to the Purchaser.

Dated 9/24/15.

ASSIGNOR:

John G. Justinger (SEAL)
• John G. Justinger

(SEAL)
•

ASSIGNEE:

John G. Justinger (SEAL)
• APEX II, LLC, by John G. Justinger, member

(SEAL)
•

AUTHENTICATION

Signature(s) _____

_____

authenticated on _____.

_____

*_____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____

authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:
John G. Justinegr

_____

ACKNOWLEDGMENT

STATE OF WISCONSIN

LEON D. STEIN
Notary Public
State of Wisconsin

Sheboygan COUNTY)

Personally came before me on 9/24/15,
the above-named John G. Justinger, individually and as member of APEX II, LLC
to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

_____

• Leon D. Stein

Notary Public, State of Wisconsin
My Commission (is permanent) (expires: 1/27/16)

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

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

ASSIGNMENT OF LAND CONTRACT STATE BAR OF WISCONSIN FORM NO. 15-2003

* Type name below signatures.

© 2003 STATE BAR OF WISCONSIN

8354320
Tx:4101056

2009901
SHEBOYGAN COUNTY, WI
RECORDED ON
09/25/2015 10:58 AM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier ID: 9
PAGES: 2

State Bar of Wisconsin Form 15-2003
ASSIGNMENT OF LAND CONTRACT

Document Number | Document Name

The undersigned ("Assignor," whether one or more), for a valuable consideration, assigns and conveys to APEX II, LLC, a Wisconsin Limited Liability Company ("Assignee," whether one or more) the interest identified below in a Land Contract dated August 23, 2005 executed by APEX II, LLC as Vendor to Christine R. Grunow, a single person as Purchaser on real estate in Sheboygan County, Wisconsin ("Property"), together with (the indebtedness therein referred to and) all the interest of Assignor in the Land Contract and the Property, which Land Contract was recorded in the Office of the Register of Deeds of said County, in (Reel) (Vol.) _____ of Records, at (Images) (Pages) _____, as Document No. 1774673 (assigned in 1783180 & 1789941)

Recording Area

Name and Return Address
APEX II, LLC
5603 Indian Mound Road
Sheboygan, WI. 53081

59281428090
Parcel Identification Number (PIN)

This IS NOT homestead property
(is) (is not)

The Property which is subject to this Assignment is described as:

Lot 21, Trimberger's Subdivision, City of Sheboygan, Sheboygan County, Wisconsin.

(Assignment of Land Contract being recorded concurrently herewith to confirm and vest title solely in the name of APEX II, LLC, a Wisconsin Limited Liability Company)

[illegible] _____, _____; Assignor is the owner of the above-described interest in the Land Contract and has good right to assign the same; and the condition of the title of Assignor's interest is the same as at the time of recording the Land Contract.

CHOOSE ONE OF THE FOLLOWING TYPES OF ASSIGNMENT:

1. ☐ ASSIGNMENT OF PURCHASER'S INTEREST (CHECK BOX AT LEFT IF APPLICABLE).
By accepting and recording this Assignment, Assignee agrees:
(CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY)

☐ A. Assignee assumes and agrees to pay the obligations secured by the Land Contract, to comply with all terms and conditions of the Land Contract, and to hold harmless and indemnify Assignor as to the performance of all obligations, terms and conditions of the Land Contract.

☐ B. This Assignment is given for collateral purposes only, and Assignor agrees to continue to make all payments required on the Land Contract and to comply with all terms and conditions of the Land Contract. Assignor retains the right to occupancy of the Property. This Assignment is intended to have the same effect as a mortgage. In the event of a default on the part of Assignor on the obligation secured, Assignee's remedy shall be a foreclosure in accordance with Chapter 846 of the Wisconsin Statutes, for which purpose Assignee agrees to the provisions of Sections 846.101 and 846.103 of the Wisconsin Statutes, as applicable.

© 2003 STATE BAR OF WISCONSIN

EXHIBIT
E

2

2. ☒ ASSIGNMENT OF VENDOR'S INTEREST [CHECK BOX AT LEFT IF APPLICABLE]
By accepting and recording this Assignment, Assignee agrees:
[CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY]

☒ A. This is a complete assignment of Vendor's interest in the Land Contract. The Purchaser under the Land Contract is instructed to make all further payments to Assignee upon receipt of a copy of this instrument.

☐ B. This assignment of the Vendor's interest in the Land Contract is for collateral purposes. Assignor shall be allowed to continue to receive the scheduled, periodic payments(s) on the Land Contract. Any extra or balloon payments shall be made payable to Assignor and Assignee. In the event of a default by Assignor on the obligations secured by this Assignment, Assignee has the right to receive all payments on the Land Contract upon notification to the Purchaser.

Dated 9/24/15.

ASSIGNOR:

John G. Justinger (SEAL)
* John G. Justinger Living Trust, by John G. Justinger, trustee
(SEAL)
*

ASSIGNEE:

John G. Justinger (SEAL)
*APEX II, LLC, by John G. Justinger, member
(SEAL)
*

AUTHENTICATION

Signature(s) _____
_____
authenticated on _____.
_____
*
_____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:
John G. Justinger
_____
_____

ACKNOWLEDGMENT

STATE OF WISCONSIN
LEON D. STEIN
Notary Public
State of Wisconsin
Sheboygan COUNTY)

Personally came before me on 9/24/15,
the above-named John G. Justinger Living Trust, ~~by John G. Justinger, trustee~~ & APEX II, LLC, John G. Justinger, member
to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

_____
* Leon D Stein
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: 1/17/16)

(Signatures may be authenticated or acknowledged. Both are not necessary.)
NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
ASSIGNMENT OF LAND CONTRACT STATE BAR OF WISCONSIN FORM NO. 15-2003
* Type name below signatures.

© 2003 STATE BAR OF WISCONSIN

VI

6.4

R. C. No. 342 - 14 - 15. By FINANCE. April 8, 2015.

Your Committee to whom was referred R. O. No. 10-14-15 by the City Clerk submitting a claim from Judith A. Grimm for alleged injuries when she was crossing in the crosswalk at 10th St. and Grand Ave. and tripped on an uneven section of the crosswalk; recommends referral to the new Common Council.

refer to new Council (Finance)

John Bl
Julie Kath
DAH

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

3.3

R. O. No. 10 - 14 - 15. By CITY CLERK. May 5, 2014.

Submitting a claim from Judith A. Grimm for alleged injuries when she was crossing in the crosswalk at 10th St. and Grand Ave. and tripped on uneven section of the crosswalk.

Susan Richards
City Clerk

Transfer
new CC

DATE RECEIVED 4-10-14 RECEIVED BY LS Schneider

CLAIM NO. 2-14

APR 10'14 AM11:01

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: Judith A. Grimm
2. Home address of Claimant: 1126 North Ave, Sheboygan, WI 53083
3. Home phone number: 920-457-5459
4. Business address and phone number of Claimant: 459-4441 ext. 72204
5. When did damage or injury occur? (date, time of day) Sunday, 3/30/14 afternoon
6. Where did damage or injury occur? (give full description) 10th & Grand Ave. Sheboygan - Southeast crosswalk on corner
7. How did damage or injury occur? (give full description) I took a couple steps into the crosswalk, happened to look up a moment, because a young couple with a little girl were on the opposite corner of the crosswalk. I didn't know if they were going to cross the street within the crosswalk. Just as I looked up I fell down, very hard on my knees, hands/wrists knees and left Shoulder. I couldn't get up. The lady ran over to help me and kept asking if I was okay. (page 2
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: N/A

   (b) Claimant's statement of the basis of such liability: Crosswalks should be safe to walk within-

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: Within the walkway in Southeast cross walk at 10th & Grand Ave

   (b) Claimant's statement of basis for such liability: the street seam has raised greatly inside the crosswalk-

(1) →

7. Cont' I wasn't sure if I was okay; I hurt a lot, but she was able to pull me up. After I stood a while, I knew I didn't break anything. I told her I could walk back home ok. It hurt walking; my knees, wrists and shoulder hurt. As soon as I got home I took cold gel compresses from the freezer and placed on my knees, wrists/hands and left shoulder. I did not go to the doctor. My knees are black and blue as wells as my hands/wrists.

My main concern is if there may be damage to my knees/cartilidge as time goes on. I've had no problems with my knees, arms or shoulders in the past.

7. Cont' I wasn't sure if I was okay. I hurt a lot, but she was able to pull me up. After I stood a while, I knew I didn't break anything. I told her I could walk back home ok. It hurt walking; my knees, wrists and shoulder hurt. As soon as I got home I took cold gel compresses from the freezer and placed on my knees, wrists/hands and left shoulder. I did not go to the doctor. My knees are black and blue as wells as my hands/wrists.
My main concern is if there may be damage to my knees/cartilidge as time goes on. I've had no problems with my knees, arms or shoulders in the past.

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 #7 and back of pg. 1

Sore knees, wrists, left shoulder

11. Name and address of any other person injured: N/A

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

Auto:	$ N/A
Property:	$ N/A
Personal injury:	$ Unknown at this time
Other: (Specify below	$
TOTAL	$

Damaged vehicle (if applicable) N/A

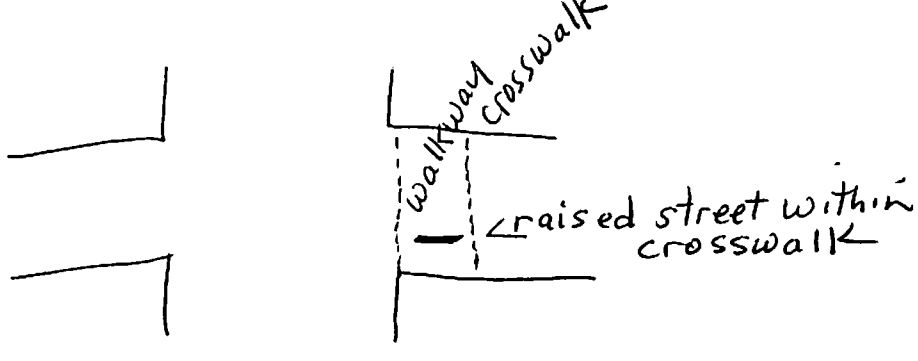
Make: _____ Model: _____ Year: _____ Mileage: _____

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 VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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

10th & Grand Ave



SIGNATURE OF CLAIMANT Judith A Grimm DATE 4/5/14

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

DATE RECEIVED 4-10-14 RECEIVED BY LS Schreiber

CLAIM NO. 2-14

APR 10 '14 AM 11:01

CLAIM

Claimant's Name: Judith A Grimm

Claimant's Address: 1126 North Ave
Sheboygan, WI 53083

Claimant's Phone No. 920-457-5459

Auto	$ N/A
Property	$
Personal Injury	$
Other (Specify below)	$
TOTAL	$

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 $ Pending

UnKnown at this time until Something Shows up due to the fall. Nothing is broken, or I couldn't walk. My knees are black + blue. I do not know if my cartalidge is compromised or damaged or there is any problems with any joints at this time. Until I experience any kind of weakness, as time goes on, this is consided pending unless you want to pay upfront for X-rays etc. at this point, for any determination, initial 14.

SIGNED Judith A Grimm DATE:

ADDRESS: 1126 North Ave Sheboygan, WI 53083

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

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

VI

6.11

R. C. No. 349 - 14 - 15. By FINANCE. April 8, 2015.

Your Committee to whom was referred R. O. No. 186-14-15 by the City Clerk submitting a Summons and Complaint in the matter of the The Estate of Jaime Olivas, Lisa Olivas, Alean Olivas v. Cities and Towns Mutual Insurance Co. et al.; recommends that the document be referred to the new Common Council.

refer to new Council (Finance)

John Bl
Julie Kath

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

4.8

R. O. No. 186- 14 - 15. By CITY CLERK. November 17, 2014.

Submitting a Summons and Complaint in the matter of The Estate of Jaime Olivas, Lisa Olivas, Alean Olivas vs. Cities and Towns Mutual Insurance Co. et al.

Susan Richards
City Clerk

Finance

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

THE ESTATE OF JAIME OLIVAS,
LISA OLIVAS, Personal Representative

LISA OLIVAS
2216A Kroos Court
Sheboygan, WI 53081

ALEAN OLIVAS
1237 Trimberger Court
Sheboygan, WI 53081,

Plaintiffs

vs.

CITIES AND TOWNS MUTUAL INSURANCE CO.
c/oThomas E. Mann
9898 W BLUEMOUND RD
WAUWATOSA, WI 53226-4319

CITY OF SHEBOYGAN
c/o City Attorney
828 Center Avenue
Sheboygan, WI 53081,

GARY NIEMANN
828 Center Avenue #205
Sheboygan, WI 53081,

Defendants,

UNITED STATES DEPARTMENT OF
HEALTH AND HUMAN SERVICES
c/o Assistant U.S. Attorney
517 East Wisconsin Avenue
Milwaukee, WI 53202,

SubrogatedDefendant

CIRCUIT COURT BRANCH #2
TIMOTHY M VAN AKKEREN
615 N SIXTH STREET
SHEBOYGAN WI 53081

Case No. 14CV0707

Case Code: 30105

CLERK CIRCUIT COURT
FILED
14 OCT 31 P 3:00
SHEBOYGAN COUNTY, WISCONSIN

Process Server: Jason Jirschele
Time: 12:20pm Date: 11/4/14
Address of serve: 828 Center Ave #
Sheboygan WI 53081
Person Served: Susan Richards
by City clerk

( ) Personal ( ) Substitute
( ) Posted (X) Corporate

SUMMONS

THE STATE OF WISCONSIN, TO EACH PERSON NAMED ABOVE AS A DEFENDANT:

YOU ARE HEREBY NOTIFIED that the plaintiffs named above have filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within forty-five (45) days of receiving this Summons, 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 Sheboygan County Courthouse, 615 North 6th Street, Sheboygan, WI 53081 and to The Law Offices of David J. Lisko, S.C. You may have an attorney help or represent you.

If you do not provide a proper Answer within forty-five (45) days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you 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 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 October, 2014.

THE LAW OFFICES OF DAVID J. LISKO, S.C.
Attorney for Plaintiffs

By: _____
David J. Lisko
State Bar No. 1005056

MAILING ADDRESS:
THE LAW OFFICES OF DAVID J. LISKO, S.C.
W177 N9886 Rivercrest Drive, Suite 104
Germantown, WI 53022
(262) 785-9400
(262) 785-9401 (fax)

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

THE ESTATE OF JAIME OLIVAS,
LISA OLIVAS, Personal Representative

LISA OLIVAS
2216A Kroos Court
Sheboygan, WI 53081

Case No. 14CV0707

ALEAN OLIVAS
1237 Trimberger Court
Sheboygan, WI 53081,

Case Code: 30105

Plaintiffs

vs.

CITIES AND TOWNS MUTUAL INSURANCE CO.
c/oThomas E. Mann
9898 W BLUEMOUND RD
WAUWATOSA, WI 53226-4319

CITY OF SHEBOYGAN
c/o City Attorney
828 Center Avenue
Sheboygan, WI 53081,

GARY NIEMANN
828 Center Avenue #205
Sheboygan, WI 53081,

UNITED STATES DEPARTMENT OF
HEALTH AND HUMAN SERVICES
c/o Assistant U.S. Attorney
517 East Wisconsin Avenue
Milwaukee, WI 53202,

Subrogated Defendant.

CLERK CIRCUIT COURT
FILED
14 OCT 31 P 3:00
SHEBOYGAN
WISCONSIN

COMPLAINT

NOW COME the above-named plaintiffs, by their attorney, David J. Lisko, and as and for separate claims and causes of action against the above-named defendants, and each of them, jointly and severally, allege and show to the Court as follows:

ALLEGATIONS RELATED TO ALL CAUSES OF ACTION

1. That plaintiff, Lisa Olivas, is the mother of the decedent, Jaime Olivas, and personal representative of the Estate of Jaime Olivas, residing at 2216A Kross Court, Sheboygan, Wisconsin 53081.

2. That plaintiff, Alean Olivas, if the father of the decedent, Jaime Olivas, and resides at 1237 Trimberger Court, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

3. That at the time of his death on November 29, 2011, Jaime Olivas was not married, and left no surviving minor children.

4. That upon information and belief, the defendant, City of Sheboygan, is a municipal corporation organized and existing under the laws of the State of Wisconsin.

5. That upon information and belief, the defendant, Cities and Towns Mutual Insurance Co., is a foreign corporation licensed to do and doing insurance business in the State of Wisconsin; that at all times material and on November 29,2011, said insurance company had in full force and effect a policy or policies of liability insurance with the City of Sheboygan, wherein under the terms of its policy or policies, said insurance company agreed to pay any amounts which said defendant would become liable for as a result of tortious acts; that by reason of said policy, the laws of the State of Wisconsin and the occurrence described herein, said insurance company is united in interest with the City of Sheboygan.

6. That upon information and belief, the defendant, Gary Niemann, is an adult resident of the State of Wisconsin, whose last known address is 828 Center Avenue, #205, City of Sheboygan, County of Sheboygan, State of Wisconsin.

7. That at all times material the defendant, Gary Niemann, was an employee of the defendant, City of Sheboygan. The defendant, City of Sheboygan is responsible for the acts of its employees under *respondeat superior.*

8. That upon information and belief, the defendant, ABC Insurance Company, is an insurance company or companies providing liability coverage to the defendant, City of Sheboygan; that said plaintiffs do not know the true and correct name of said insurance company or companies, but will move the Court to amend so as to reflect the true and correct name or names as soon as same can be ascertained.

9. That upon information and belief, the subrogated plaintiff, United States Department of Health and Human Services, is a federal agency that, as a result of the occurrence described in this Complaint, the laws of the United States of America and the State of Wisconsin, the United States Department of Health and Human Services (Medicare A) may have made payments on behalf of the decedent, Jaime Olivas, for medical expenses; that further, said agency may have a subrogation interest herein.

10. That prior to November 29, 2011 the defendant, City of Sheboygan, purchased an OBD leaf collection system.

11. Upon information and belief, the OBD leaf collection system came with instructions on how the leaf collection unit should be mounted.

12. Defendant, City of Sheboygan, employees decided not to mount the leaf collection system as described in the instruction manual.

13. Defendant, City of Sheboygan, employees decided to mount the OBD leaf collection system on the front of its trucks. City of Sheboygan employees installed ductwork running from the leaf collector over the windshield to the dump box of the truck.

14. That on November 29, 2011, defendant, Gary Niemann, was operating a city-owned truck equipped with a front mounted OBD leaf collection system.

15. Defendant, Gary Niemann was traveling northbound on 6th Street near the intersection of New York Avenue in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

16. At the same time and place the decedent, Jaime Olivas, was crossing 6th Street.

17. That on November 29, 2011 at approximately 8:50 a.m. the defendant, Gary Niemann, struck the decedent, Jaime Olivas, which caused his death.

18. That the defendant, City of Sheboygan, was negligent in the following respects: (a) failing to install 15 mile-per-hour speed limit and school zone signs in the area around a school; (b) deciding to install an OBD leaf collection system on the truck which struck Mr. Olivas so as to create a substantial obstruction to a driver's visibility through the windshield; and (c) requiring its drivers to operate its trucks with a substantial obstruction to a driver's visibility through the windshield.

. The defendant, Gary Niemann, was negligent by violating the following traffic safety rules: (a) operating the truck at an unreasonable and

imprudent speed; (b) failing to properly manage and control his vehicle; and (c) failing to exercise a proper lookout.

20. As a result of the defendants' negligence the defendant, Gary Niemann, struck the decedent, Jaime Olivas, resulting in severe bodily harm, and conscious pain and suffering to decedent, Jaime Olivas, and causing his death.

SECOND CAUSE OF ACTION NEGLIGENCE PER SE

21. The plaintiffs' reallege and re-incorporate by reference the allegations of paragraphs 1-19 above as though fully set forth at length.

22. The employees of the defendant, City of Sheboygan, are negligent as a matter of law for placing the duct work of the OBD leaf collection system on the vehicle so as to obstruct the driver's clear vision through the windshield in violation of Trans 305.34(6) of the Wisconsin Administrative Code.

23. The defendant, Gary Niemann, is negligent as a matter of law for driving the City of Sheboygan's motor vehicle upon a highway with the ductwork of the OBD leaf collection system placed on the vehicle so as to obstruct the driver's clear view through the front windshield in violation of Wis. Stat. 346.88 (3)(b).

24. As a direct and proximate result of the defendants' violation of these safety statutes decedent Jaime Olivas was struck and killed and the plaintiffs have sustained those damages alleged in this complaint.

THIRD CAUSE OF ACTION WRONGFUL DEATH

25. That plaintiff, Lisa Olivas, as personal representative of the Estate of Jaime Olivas, and pursuant to Sec. 895.01, Wis. Stats. on behalf of the Estate of Jaime Olivas, and in her individual capacity hereby realleges and incorporates

herein by reference the allegations of paragraphs 1-23, above, as if fully set forth herein at length.

26. As a further consequence of the occurrence described herein, and as a direct and proximate result of the conduct of the defendants, City of Sheboygan and Gary Neimann, as previously alleged herein, the plaintiffs have suffered the loss of society and companionship of their son, Jaime Olivas, the loss of future earnings and these plaintiffs have been further caused to incur costs and expenses for her son's medical treatment, funeral services, cemetery lot and the lot's perpetual care, and grave marker, all to her damages past, present and future.

WHEREFORE, the plaintiffs demand judgment against the above-named defendants, and each of them, jointly and severally, as follows:

A. The Estate of Jaime Olivas, by Lisa Olivas, Jaime Olivas' personal representative, is entitled to recover for Jaime Olivas' conscious pain and suffering, his medical care, and his loss of enjoyment of life pursuant to Sec. 895.01, Wis. Stats.

B. That the survivors of Jaime Olivas, as represented by the plaintiff, Lisa Olivas (his mother) are entitled to recover for the wrongful death of Jaime Olivas under Sec. 895.03 and 895.04 of the Wisconsin Statutes, including his burial expenses, loss of society and companionship with him and their loss of services which would have been provided by him during his and their normal life.

C. That plaintiffs recover their costs, disbursements, a reasonable sum towards attorney's fees, and such other and further relief as the Court deems equitable under the circumstances.

Dated this 30th day of October, 2014.

THE LAW OFFICES OF DAVID J. LISKO, S.C.
Attorney for Plaintiffs

By: _____
David J. Lisko
State Bar No. 1005056

MAILING ADDRESS:
THE LAW OFFICES OF DAVID J. LISKO, S.C.
W177 N9886 Rivercrest Drive, Suite 104
Germantown, WI 53022
(262) 785-9400
(262) 785-9401 (fax)

II

3.3

R. O. No. 78 - 15 - 16. By CITY CLERK. July 20, 2015.

Submitting a claim from Janet Nelson for alleged injuries when she tripped and fell on the sidewalk on N. 11th St. next to restaurant and store.

City Clerk

finance

DATE RECEIVED 07-08-15 RECEIVED BY MMD

CLAIM NO. 08-15

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

JUL 8'15 10:54

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: Janet Nelson
2. Home address of Claimant: 2504 Main Ave., Sheboygan
3. Home phone number: 920-457-5389
4. Business address and phone number of Claimant: 1029 Michigan Ave., Sheboygan, 920-458-1295
5. When did damage or injury occur? (date, time of day) 6/30/15 @ 945 a.m.
6. Where did damage or injury occur? (give full description) On N. 11th Street sidewalk next to restaurant & store.
7. How did damage or injury occur? (give full description) Foot got caught on the cement and tripped.
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: N/A
   (b) Claimant's statement of the basis of such liability: N/A
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: Sidewalk next to the restaurant & Salvation Army on N. 11th St.
   (b) Claimant's statement of basis for such liability: Loss of wages, damage to personal items & bodily injury

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").

Cuts to my forehead & lump above ® temple. Broken ® elbow & 6 in. (approx.) bruise to ® hip. Broken glasses.

11. Name and address of any other person injured: N/A

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

Auto: $ N/A

Property: $ unknown @ this time

Personal injury: $ unknown @ this time

Other: (Specify below $

TOTAL

Damaged vehicle (if applicable)

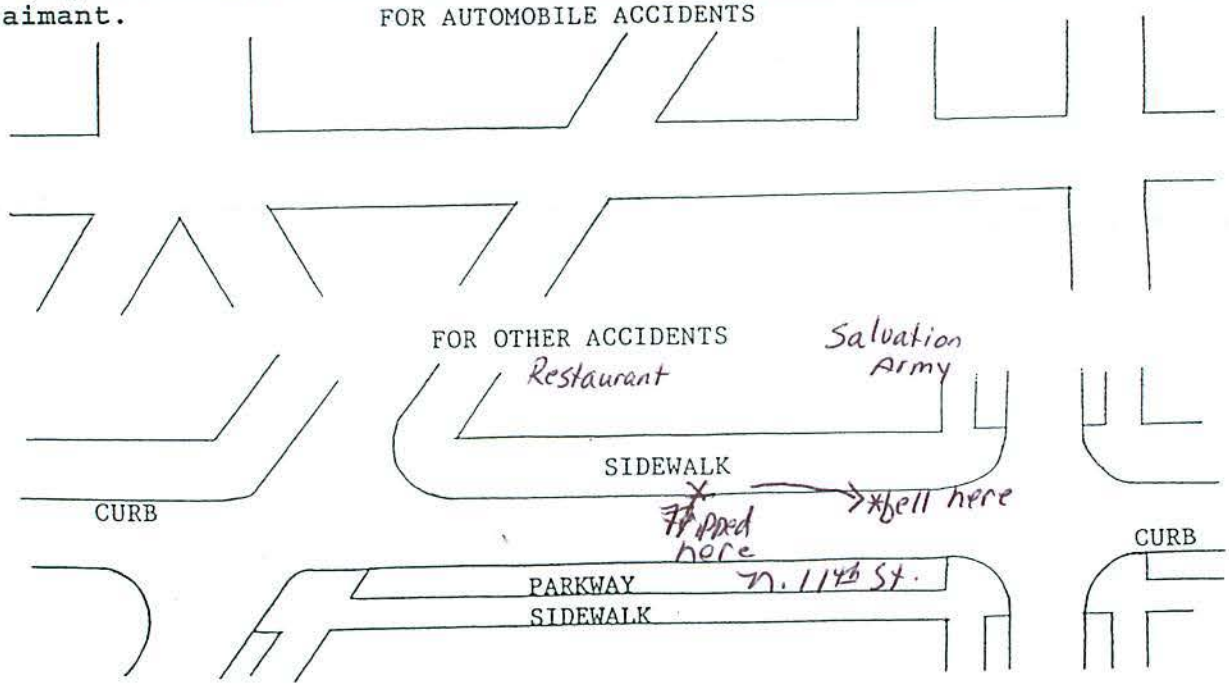
Make: _____ Model: _____ Year: _____ Mileage: _____

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



SIGNATURE OF CLAIMANT: Janet Dixon Date: 7/5/15

DATE RECEIVED 07-08-15

RECEIVED BY MMD

CLAIM NO. 08-15

CLAIM

Claimant's Name: Janet Nelson

Claimant's Address: 2504 Main Ave.
Sheboygan, 53083

Claimant's Phone No. 920-457-5389

Auto $

Property $

Personal Injury $

Other (Specify below) $

TOTAL

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 $_____.

*Have not received any bills or invoices @ this time.

SIGNED: Janet Nelson DATE: 7/5/15

ADDRESS: 2504 Main Ave.
Sheboygan, WI 53083

II

4.6

R. O. No. 282- 15 - 16. By CITY CLERK. February 15, 2016.

Submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. v Mark M. Meyer et al.

Grace

City Clerk

FEB 11 '16 PM 4:06

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC.
3476 Stateview Boulevard
Fort Mill, SC 29715

Plaintiff,

vs.

CASE NO. 16CV0049
FORECLOSURE CASE CODE - 30404

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

SUMMONS

MARK M. MEYER
W5730 Woodchuck Lane
Plymouth, Wisconsin 53073

JANE DOE MEYER
W5730 Woodchuck Lane
Plymouth, Wisconsin 53073

CITY OF SHEBOYGAN
c/o Susan Richards, City Clerk
828 Center Avenue, Suite 100
Sheboygan, Wisconsin 53081

Defendants.

THE AMOUNT CLAIMED EXCEEDS $10,000.00

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 twenty (20) days* of receiving this Summons, 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 Clerk of Court, whose address is Sheboygan County Courthouse, 615 North 6th Street, 1st Floor South, Sheboygan, WI 53081 and to Kohner, Mann & Kailas, S.C., Plaintiff's attorneys, whose address is 4650 N. Port Washington Road, Milwaukee, Wisconsin 53212-1059. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days* of receiving this Summons, the court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you 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.

(*Forty-five (45) days if you are the State of Wisconsin or an insurance company; or sixty (60) days if you are the United States of America.)

Dated this 3rd day of February, 2016.

KOHNER, MANN & KAILAS, S.C.
Attorneys for Plaintiff

BY: Janine L. Collette – 1063934
jcollette@kmksc.com

Post Office Address:
Kohner, Mann & Kailas, S.C.
4650 N. Port Washington Road
Milwaukee, Wisconsin 53212-1059
Telephone: (414) 962-5110
Facsimile: (414) 962-8725

NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT (the Act) 15 U.S.C. Section 1692 As Amended

1. Kohner, Mann & Kailas, S.C. is a debt collector and the attached Complaint and this Notice are an attempt to collect a debt. Any information you provide to Kohner, Mann & Kailas, S.C. will be used for that purpose.

2. This Notice pertains to your dealings with Kohner, Mann & Kailas, S.C., as a debt collector. It does not affect your dealings with the court, and in particular it does not change the time at which you must answer the Complaint. The Summons is a command from the Court, not from Kohner, Mann & Kailas, S.C., and you must follow its instructions even if you dispute the validity or amount of the debt. The information in this Notice also does not affect my firm's relations with the court. As lawyers, Kohner, Mann & Kailas, S.C. may file papers in the suit according to the court's rules and the judge's instructions.

3. The amount of the debt is stated in the Complaint attached hereto. Because of interest, late charges, attorneys' fees and other charges, that may vary from day-to-day, the amount due on the day that you pay may be greater. Hence, if you pay the amount shown in the Complaint, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing your check. For further information, write our firm at the address set forth below or call our firm at (414) 962-5110.

4. The Plaintiff as named in the attached Summons and Complaint is the creditor to whom the debt is owed.

5. The debt described in the Complaint attached hereto will be assumed to be valid by Kohner, Mann & Kailas, S.C., unless you, within 30 days after the receipt of this notice, dispute the validity of the debt or some portion thereof.

6. If you notify Kohner, Mann & Kailas, S.C. in writing within 30 days of the receipt of this notice that the debt or any portion thereof is disputed, Kohner, Mann & Kailas, S.C. will obtain a verification of the debt and a copy of the verification will be mailed to you by Kohner, Mann & Kailas, S.C.

7. If the creditor named as Plaintiff in the attached Summons and Complaint is not the original creditor, and if you make a request to Kohner, Mann & Kailas, S.C. within the 30 days from the receipt of this notice, the name and address of the original creditor will be mailed to you by Kohner, Mann & Kailas, S.C.

8. The law does not require us to wait until the end of the thirty (30) day period before proceeding with this lawsuit to collect the debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty (30) day period that begins with your receipt of the accompanying Notice, the law requires us to suspend our efforts (through litigation or otherwise) to collect the debt until we mail the requested information to you.

9. Written requests should be addressed to Kohner, Mann & Kailas, S.C., 4650 N. Port Washington Road, Milwaukee, Wisconsin 53212-1059.

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC.
3476 Stateview Boulevard
Fort Mill, SC 29715

Plaintiff,

vs.

CASE NO. 16CV0049
FORECLOSURE CASE CODE - 30404

COMPLAINT

MARK M. MEYER
W5730 Woodchuck Lane
Plymouth, Wisconsin 53073

JANE DOE MEYER
W5730 Woodchuck Lane
Plymouth, Wisconsin 53073

CITY OF SHEBOYGAN
c/o Susan Richards, City Clerk
828 Center Avenue, Suite 100
Sheboygan, Wisconsin 53081

Defendants.

THE AMOUNT CLAIMED EXCEEDS $10,000.00.

Now comes the Plaintiff, by Kohner, Mann & Kailas, S.C., its attorneys, and alleges as follows:

1. Plaintiff, WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC., is a national banking association, organized and existing under the laws of the United States of America, authorized to do business in Wisconsin with one of its principal places of business located at 3476 Stateview Boulevard, Fort Mill, South Carolina 29715, and is engaged in the business of banking, lending and related activities (hereinafter "Plaintiff").

2. Defendant, MARK M. MEYER, is a competent adult who resides at W5730 Woodchuck Lane, Plymouth, Wisconsin 53073 (hereinafter Borrower).

3. Defendant, JANE DOE MEYER, possible unknown spouse of Borrower, upon information and belief is a competent adult who resides at W5730 Woodchuck Lane, Plymouth, Wisconsin 53073.

4. Defendant, CITY OF SHEBOYGAN, is a municipal corporation of the State of Wisconsin, a

KMK File No: 10006289

sovereign entity and body politic, and its agent for service of process is the City Clerk located at 828 Center Avenue, Suite 100, Sheboygan, Wisconsin 53081.

5. Borrower(s) executed and delivered a Note and Mortgage for the consideration expressed therein, copies of which are attached as Exhibits, and the Mortgage was recorded in the Office of the Register of Deeds for this County on 04/23/2003 as Document No. 1682329. Plaintiff is the holder of the Note and Mortgage.

6. Borrower(s) defaulted under the terms and conditions of the Note by failing to pay the monthly payments as they became due.

7. The unpaid balance due under the Note and Mortgage is immediately due and payable.

8. Due written notice of default was provided to the Borrower(s) under the terms and conditions of the Note and Mortgage.

9. As of 02/19/2016, the total indebtedness secured by the mortgaged premises is computed as follows:

Principal	$34,100.33
Accrued Interest	1,100.50
Less Escrow Balance	-87.63
Less Suspense Balance	-5.07
TOTAL	$35,108.13

*Interest continues to accrue at the rate of 5.875% per year or $5.49 per diem after 02/19/2016.

Together with all attorneys' fees, costs, expenses and disbursements incurred before and after the entry of judgment in this case, and incurred in connection with enforcing the terms of the Note and Plaintiff's Mortgage described herein and any judgment entered in this case.

10. The mortgaged property is a one-to-four family, owner occupied residence at the commencement of the foreclosure action, located at W5730 Woodchuck Lane, Plymouth, Wisconsin 53073. The Property cannot be sold in parcels without injury to the interests of the parties.

11. The following Defendants may claim some lien or interest in and to the mortgaged Premises, but that any such claim, lien, or interest is junior and subordinate to Plaintiff's mortgage, provided, however, such lien is subject to the rights of the United States of America under applicable Federal law:

(a) Defendant Jane Doe Meyer, possible unknown spouse, by virtue of being the spouse of Mark M. Meyer, and by virtue of any interest said Defendant may have in the property by reason of Chapter 766, Wis. Stats., or by virtue of any other interest in the property.

(b) Defendant City of Sheboygan, by virtue of a Judgment docketed in the Circuit Court for Sheboygan County, Wisconsin, on June 23, 2014, Case No. 2014TJ000159, in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, vs. Mark M. Meyer, W5730 Woodchuck Lane, Plymouth, WI 53073, debtor, in the sum of $711.00.

(c) Defendant City of Sheboygan, by virtue of a Judgment docketed in the Circuit Court for Sheboygan County, Wisconsin, on June 23, 2014, Case No. 2014TJ000160, in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, vs. Mark M. Meyer, W5730 Woodchuck Lane, Plymouth, WI 53073, debtor, in the sum of $706.00.

12. Pursuant to Section 846.101, Wisconsin Stats, and the provisions contained in the Mortgage, **Plaintiff waives a deficiency judgment for any amount borrowers may owe after sale of the property.** Borrowers shall be entitled to possession and any rents, issues, and profits from the property until confirmation of sale by the Court unless Borrowers abandon the Premises. Plaintiff agrees to accept sale of the property after the expiration of six (6) months from entry date of judgment.

13. Our firm is a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose. See "Notice Required by the Fair Debt Collection Practices Act" attached to Summons.

WHEREFORE, Plaintiff demands judgment as follows:

1. For foreclosure and sale of the mortgaged property in accordance with the above demand; Plaintiff agrees to accept sale of the property after the expiration of six (6) months from the date of entry of judgment.

2. That the proceeds of such sale shall be applied to pay the amounts due upon the Note and Mortgage described herein, together with all costs, expenses, disbursements of this action, including reasonable attorneys' fees, and all such additional amounts as the Plaintiff may advance for payment of

taxes, assessments, maintenance, and insurance upon said Premises, incurred before or after the entry of judgment in this case, with interest on same as allowed by law.

3. If Borrower(s) or their assigns abandon the property, for sale of the subject property after the expiration of five (5) weeks from the date of entry of judgment, pursuant to Section 846.102, Wis. Stats.

4. That the Borrower(s), or persons occupying the Premises, be enjoined and restrained from committing waste during the pendency of the action, and that Plaintiff have such other and further relief as may be just and equitable.

5. That amount due Plaintiff for principal, interest, attorneys' fees, taxes, assessments, maintenance, insurance, costs, expenses, and disbursements be adjudged and determined, and that Plaintiff have such other and further relief as may be just and equitable.

Dated this 3rd day of February, 2016.

KOHNER, MANN & KAILAS, S.C.
Attorneys for Plaintiff

BY: Janine L. Collette – 1063934
jcollette@kmksc.com

Post Office Address:
Kohner, Mann & Kailas, S.C.
4650 N. Port Washington Road
Milwaukee, Wisconsin 53212-1059
Telephone: (414) 962-5110
Facsimile: (414) 962-8725

[redacted]

NOTE

APRIL 17, 2003 (Date) | SHEBOYGAN (City) | WISCONSIN (State)

W5730 WOODCHUCK LANE, PLYMOUTH, WI 53073 (Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ ******64,500.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is WELLS FARGO HOME MORTGAGE, INC.

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 5.875 %.

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 FIRST day of each month beginning on JUNE 01, 2003 . 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 01, 2023 , 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 WELLS FARGO HOME MORTGAGE, INC., P.O. BOX 10304, DES MOINES, IA [redacted] 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. $ **********457.46 .

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 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, 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 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.

Mark M Meyer (Seal)
MARK M. MEYER -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

[Sign Original Only]

WITHOUT RECOURSE
PAY TO THE ORDER OF

WELLS FARGO HOME MORTGAGE, INC.
By _____
Sandra R. Ahmad
Assistant Secretary

1682329

SHEBOYGAN COUNTY, WI
RECORDED ON

04/23/2003 10:05AM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 41.00
TRANSFER FEE:

STAFF ID 7
TRANS 0 19091

0 OF PAGES: 16

MORTGAGE

DOCUMENT NUMBER

NAME & RETURN ADDRESS
WELLS FARGO HOME MORTGAGE, INC.
3601 MINNESOTA DR. SUITE 200
BLOOMINGTON, MN 55435

PARCEL IDENTIFIER NUMBER
[redacted]

[redacted] [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 17, 2003 together with all Riders to this document.
(B) "Borrower" is MARK M. MEYER, A SINGLE PERSON

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is WELLS FARGO HOME MORTGAGE, INC.

Lender is a CORPORATION
organized and existing under the laws of THE STATE OF CALIFORNIA

[redacted]

10

Lender's address is P.O. BOX 10304, DES MOINES, IA [redacted]

Lender is the mortgagee under this Security Instrument.
(D) "Note" means the promissory note signed by Borrower and dated APRIL 17, 2003 .
The Note states that Borrower owes Lender SIXTY FOUR THOUSAND FIVE HUNDRED AND 00/100 Dollars
(U.S. $*****64,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MAY 01, 2023 .
(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: _____

(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]

SEE ATTACHED LEGAL DESCRIPTION.

TAX PARCEL NUMBER: [redacted]

TAX STATEMENTS SHOULD BE SENT TO: WELLS FARGO HOME MORTGAGE, INC., P.O. BOX 10304, DES MOINES, IA [redacted]

which currently has the address of W5730 WOODCHUCK LANE

[Street]

PLYMOUTH [City], Wisconsin 53073 [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

Initials: [signature]

Exhibit "A"

LEGAL DESCRIPTION:

A parcel of land being part of the Northeast Quarter of the Southeast Quarter (NE 1/4 of the SE 1/4) of Section Sixteen (16), Township Fifteen (15) North, Range Twenty-one (21) East, in the Town of Plymouth, Sheboygan County, Wisconsin described as follows: Commencing at a stake which is North 30 deg. 45 min. West 506 feet from a post in the North line of property owned by Sheboygan County, Wisconsin, and described as an exception in Warranty Deed recorded in Vol. 160, Page 263 of Deeds, Office of Register of Deeds, Sheboygan County, Wisconsin, said post being on the West line of highway; thence running North 29 deg. 50 min. West, 348 feet to a stake; thence running at right angles to last described line 35 feet more or less to the center line of the Mullet River; thence Southeasterly along said center line to a point which is 150 feet more or less Northeasterly from the place of beginning; thence South 59 deg. 15 Min. West 150 feet more or less, to the place of beginning, together with the right of ingress and egress to and from said property to Highway 57, now know as Highway 67.

Tax Parcel Number: 59016216300

Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Initials:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. 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.

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)
MARK H. MEYER -Borrower

_____

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

STATE OF WISCONSIN, Sheboygan County ss:

The foregoing instrument was acknowledged before me this April 17, 2003

by MARK M. MEYER

My Commission Expires: 11-5-2006

Heather A Smith

Notary Public, State of Wisconsin

This instrument was prepared by
WELLS FARGO HOME MORTGAGE, INC.

3003 W COLLEGE AVE,, APPLETON, WI [redacted]

LISA M VAN DEN HEUVEL

II

4.3

R. O. No. 209- 15 - 16. By CITY CLERK. November 16, 2015.

Submitting a communication from Optum who represents Network Health, which provides benefits on behalf of its covered patient for injuries sustained while on our premises on 7/17/15. The Plan is subrogated to the patient's right of recovery and may seek reimbursement for benefits the plan may provide (consider this letter as our Subrogation Notice for the above loss).

Frances

City Clerk

II

PO Box 13216 / Green Bay, WI 54307-3216
Fax: 920-662-8340
Direct Fax: 888-220-8707

Rec'd 11-9-15
Claim# 14-15

November 3, 2015

City Of Sheboygan
Risk Management
825 Center Ave, Ste 100
Sheboygan, WI 53081

Member:	Martha Leppanen
Patient:	Doug Leppanen
Date of Loss:	07/17/2015
Optum File#:	SN12353184

Dear Risk Management:

Optum represents Network Health, which provides benefits on behalf of its covered patient for injuries sustained while on your premises on the above date of loss. The Plan is subrogated to the patient's right of recovery and may seek reimbursement for benefits the plan may provide.

Our investigation of this loss indicates that it may be a liability situation.

Please forward this information to your liability insurance carrier. If you do not have liability insurance, then you must contact us to make the necessary arrangements for our subrogation claim.

Consider this letter as our **SUBROGATION NOTICE** for the above loss.

Please give this matter your immediate attention.

Sincerely,

BARBARA CONNELLY
Recovery Resolution Analyst 920-662-8261
Optum

VI

6.8

R. C. No. 346 - 14 - 15. By FINANCE. April 8, 2015.

Your Committee to whom was referred R. O. No. 136-14-15 by the City Clerk submitting a claim from Barbara Behlke for alleged brain trauma/injury from electrical currents that are too strong on Bell Ave. and N. 10th St.; recommends that the document be referred to the new Common Council.

refer to new Council (Finance)

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

4.3

R. O. No. 136 - 14 - 15. By CITY CLERK. October 6, 2014.

Submitting a claim from Barbara Behlke for alleged brain trauma/injury from electrical currents that are too strong on Bell Ave. and N. 10th St.

Susan Richards
City Clerk

Finance
new C.C

II

4.3

DATE RECEIVED 9-14-14 RECEIVED BY S. Smith

CLAIM NO. 15-14

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY SEP 19 '14 PM 3:42

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: Barbara Behlke
2. Home address of Claimant: 1004 Bell Ave
3. Home phone number: 208 597 6749
4. Business address and phone number of Claimant:
5. When did damage or injury occur? (date, time of day) when new wires were put in
6. Where did damage or injury occur? (give full description) Bell & 10th
Public Utility - Elec. problem.
7. How did damage or injury occur? (give full description) Brain injury trauma
Public Utility issue
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: Sqauma - Engineer
   (b) Claimant's statement of the basis of such liability:
Refuse to make changes to the wiring a wattage going into the house
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: Very dangerous wiring - wattage
   (b) Claimant's statement of basis for such liability:
Went to doctor - took packs of ice all day to keep myself from getting a brain hemorrage

Atty: Jim Amadeo, Biebel, Surkes

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").

Severe headache - probing temple parietal lobe
The moment I step foot on Bell & 10th.

11. Name and address of any other person injured: Wattage much too high!

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

Auto: $ —

Property: $ —

Personal injury: $ don't know

Other: (Specify below $

TOTAL Forced to move out of Sheboygan.

Damaged vehicle (if applicable) NA

Make: _____ Model: _____ Year: _____ Mileage: _____

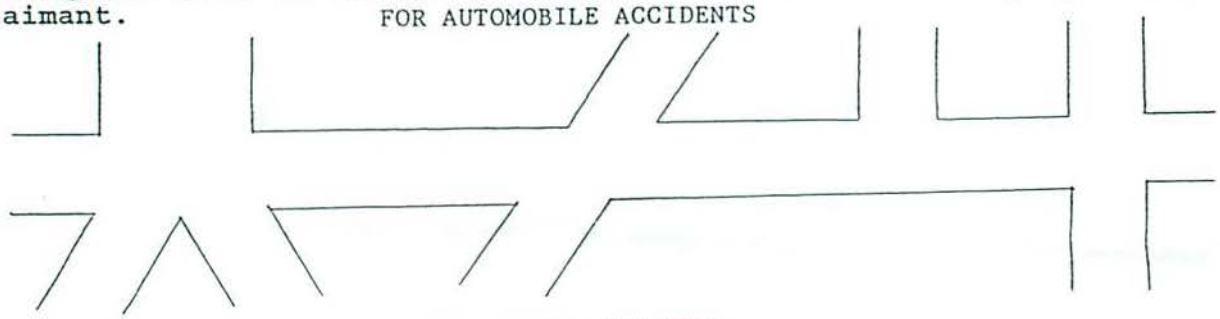
Names and addresses of witnesses, doctors and hospitals:

Dr. Michelle Raymond Peterson
Aura Clinic - Sheboygan Falls

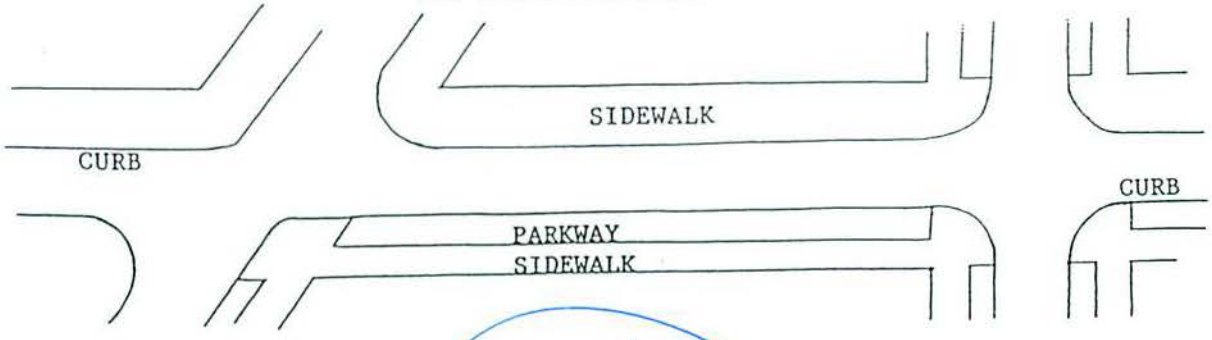
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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: Barbara Peterson Date: 09-19-74

DATE RECEIVED 9-14-14

RECEIVED BY S. Smith

CLAIM NO. _____

CLAIM

Claimant's Name: Barb Behnke

Claimant's Address: 1004 Bell Ave
Sheboygan WI

Claimant's Phone No. 208-597 6719

Auto $_____

Property $_____

Personal Injury $_____

Other (Specify below) $_____

TOTAL _____

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 $_____.

(Electric Current Too Strong)

Turn it off or Down!

What you doing is illegal!

SIGNED: Barbara Behnke DATE: 9-14-14

ADDRESS: 1004 Bell Avenue
Sheboygan. WI 53083

II

4.5

R. O. No. 281 - 15 - 16. By CITY CLERK. February 15, 2016.

Submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. v Mark L. Vollmer et al.

Finance

City Clerk

STATE OF WISCONSIN | CIRCUIT COURT | CALUMET COUNTY

AUTHENTICATED COPY
Case # 16-CV-20
FEB 03 2016
Calumet County Clerk of Courts
Connie Dahn

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

Plaintiff,

vs.

Mark L. Vollmer
4616 Fox Grove Road
Sheboygan, WI 53081

Patricia J. Vollmer
4616 Fox Grove Rd
Sheboygan, WI 53081-1126

HSBC Mortgage Services Inc.
c/o CT Corporation System, Registered Agent
208 S La Salle St Ste 814
Chicago, IL 60604-1101

Community Bank & Trust a/k/a Community Bank
1214 Tower Ave
Superior, WI 54880-1524

Redevelopment Authority of the City of Sheboygan
826 Center Ave
Sheboygan, WI 53081-4415

Defendants.

SUMMONS

Case No. 16-CV-20

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds $10,000.00

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

2-11-16
4:43P

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 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 12 day of February, 2016.

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

By: _____
William N. Foshag
State Bar No. 1020417
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987
066150F02

Address of Court:
Calumet County Courthouse
206 Court Street
Chilton, WI 53014-1127

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 | CALUMET COUNTY

AUTHENTICATED COPY
Case # 16-CV-20
FEB 03 2016
Calumet County Clerk of Courts
Connie Daun

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

Plaintiff,

vs.

Mark L. Vollmer
4616 Fox Grove Road
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1214 Tower Ave
Superior, WI 54880-1524

Redevelopment Authority of the City of
Sheboygan
826 Center Ave
Sheboygan, WI 53081-4415

Defendants.

COMPLAINT

Case No. 16-CV-20

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds $10,000.00

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. Said mortgage was subsequently assigned to Wells Fargo Bank, N.A. and was recorded in the Calumet County Register of Deeds office on 8/27/2015 as document number 507224. A true copy of the assignment of mortgage is attached hereto as Exhibit C and is incorporated by reference.

2. The mortgaged real estate is owned of record by Mark L. Vollmer and Patricia J.

Vollmer.

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 $94,942.83 together with interest from the 1st day of June, 2015.

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 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.

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 to the plaintiff 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 15 day of February, 2016.

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

By: _____

William N. Foshag
State Bar No. 1020417
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.

Certified True Copy of Original

NOTE

VOLLMER
LOAN #:
MIN: [redacted]

MARCH 25, 2005 (Date) | CHILTON (City) | WISCONSIN (State)

423 DOVE AVENUE CHILTON,. WI 53014

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 114,400.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is MIT LENDING

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 5.875 %.

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 MAY 1, 2005 . 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 APRIL 1, 2035 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 33 MAIDEN LANE, 6TH FLOOR, NEW YORK, NY 10038 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. $ 676.72 .

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, 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.

[redacted] [redacted]

EXHIBIT A

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 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

EXHIBIT A

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

Mark L. Vollmer 3/25/05

- BORROWER - MARK L. VOLLMER - DATE -

[Sign Original Only]

FOR VALUE RECEIVED, Pay To The Order Of

Without Recourse:
MIT LENDING

By:
Title: Linda Kuoppala, Assistant Secretary

EXHIBIT A

[redacted]

Document #: 389990

MORTGAGE

Register of Deeds
Calumet County, WI

Received for Record
Date: 4/01/05 8:53
Debra L. Tasch

When Recorded Mail To:
MIT LENDING

33 MAIDEN LANE,
6TH FLOOR
NEW YORK, NY
PHONE: (____) ____-_____

VOLLMER
LOAN [redacted]
CASE [redacted]
MIN: [redacted]

PIN: 211021000030A0000181912004300

[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 MARCH 25, 2005 together with all Riders to this document.
(B) "Borrower" is MARK L. VOLLMER AND PATRICIA J. VOLLMER HUSBAND AND WIFE AS SURVIVORSHIP MARITAL PROPERTY

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

Lender is a CORPORATION organized and existing under the laws of NEW YORK . Lender's address is 33 MAIDEN LANE, 6TH FLOOR NEW YORK, NY 10038
Lender is the mortgagee under this Security Instrument.
(E) "Note" means the promissory note signed by Borrower and dated MARCH 25, 2005
The Note states that Borrower owes Lender
ONE HUNDRED FOURTEEN THOUSAND FOUR HUNDRED AND 00/100
Dollars (U.S. $114,400.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than APRIL 1, 2035 .
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

[redacted]

EXHIBIT B

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

LOT NUMBER THREE (3) OF NORTHWOODS ESTATES, CITY OF CHILTON, CALUMET COUNTY, WISCONSIN.

EXHIBIT B

which currently has the address of 423 DOVE AVENUE [redacted]
[Street]
CHILTON , Wisconsin 53014 ("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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but no limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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

EXHIBIT B

may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

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

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the

EXHIBIT B

enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

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

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

EXHIBIT B

of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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

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

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

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

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

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground 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

EXHIBIT B

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

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

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

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

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

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

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

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in

EXHIBIT B

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

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

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

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

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

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

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

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

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

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted

EXHIBIT B

limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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

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

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

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

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

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25), property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money

EXHIBIT B

order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

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

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

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

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

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action

EXHIBIT B

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.

EXHIBIT B

[redacted]

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.

Mark L. Vollmer 3/25/05

- BORROWER - MARK L VOLLMER - DATE -

Patricia J Vollmer 3/25/05

PATRICIA J VOLLMER - DATE -

[redacted]

[redacted]

EXHIBIT B

[redacted]

(Space Below This Line For Acknowledgment)

State of Wisconsin
County of Calumet

This instrument was acknowledged before me on March 25, 2005, by Mark L Vollmer and Patricia J Vollmer

T Friederichs
(Signature of person taking acknowledgment) T.J. Friederichs

(Title or Rank)
My Commission Expires: 11-9-08

T. J. FRIEDERICHS NOTARY PUBLIC STATE OF WISCONSIN

This instrument was drafted by:
NIKKI ROESSLER
MIT LENDING

33 MAIDEN LANE, 6TH FLOOR, NEW YORK,
NY 10038

[redacted]

[redacted]

EXHIBIT B

2

[redacted]

DOCUMENT # 507224
TAMARA ALTEN
REGISTER OF DEEDS
CALUMET COUNTY, WI

RECEIVED FOR RECORD
08/27/2015 10:24 AM

ASSIGNMENT

Document Number

When Recorded Return To:

ASSIGNMENT TEAM
WELLS FARGO BANK, N.A.
MAC: N9289-016
PO BOX 1629
EAGAN, MN 55121-4400

ENVELOPE

Parcel ID No. 211-0210-000030A-000-0-181012-00-4300

[redacted]

THIS IS A STYLE "B" FORM UNDER WIS ACT 110 WITH 3X3 SPACE IN UPPER RIGHT CORNER
Calumet, Wisconsin
"VOLLMER"

MIN #[redacted] SIS #: 1-888-679-6377
Date of Assignment: August 24th, 2015
Assignor: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR MIT LENDING, ITS SUCCESSORS AND ASSIGNS at P.O. BOX 2026, FLINT, MI 48501
Assignee: WELLS FARGO BANK, NA at 1 HOME CAMPUS, DES MOINES, IA 50328

Executed By: MARK L. VOLLMER AND PATRICIA J. VOLLMER HUSBAND AND WIFE AS SURVIVORSHIP MARITAL PROPERTY To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR MIT LENDING, ITS SUCCESSORS AND ASSIGNS
Date of Mortgage: 03/25/2005 Recorded: 04/01/2005 as Instrument No.: 389990 in the County of Calumet, State of Wisconsin.

Parcel ID No. 211-0210-000030A-000-0-181012-00-4300

Property Address: 423 DOVE AVENUE, CHILTON, WI 53014

Legal: LOT NUMBER THREE (3) OF NORTHWOODS ESTATES, CITY OF CHILTON, CALUMET COUNTY, WISCONSIN.

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage having an original principal sum of $114,400.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Mortgage.

TO HAVE AND TO HOLD the said Mortgage, and the said property unto the said Assignee forever, subject to the terms contained in said Mortgage.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR MIT LENDING, ITS SUCCESSORS AND ASSIGNS
On 8-24-15

By: /Scott Gerald Hearkins/
Assistant Secretary

[redacted]

EXHIBIT C

STATE OF Minnesota
COUNTY OF Dakota

On 8-24-15 before me, Yves Akara Kenao, a Notary Public in the State of Minnesota, personally appeared Scott Gerald Heurkins, Assistant Secretary, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Yves Akara Kenao

Notary Expires: 1/31/17

YVES AKARA KENAO
NOTARY PUBLIC-MINNESOTA
My Commission Expires
January 31, 2017

(This area for notarial seal)

PREPARED BY: WELLS FARGO BANK, N.A.

[redacted]

EXHIBIT C

FORECLOSURE REPORT - SCHEDULE B-II

File [redacted]

Knight | Barry TITLE GROUP
Integrity. Experience. Innovation.

Knight Barry Title Services LLC
5697 Grande Market Drive
Appleton, WI 54913
920-733-1400
Fax:920-733-7005

Refer Inquiries to: Kim Diedrick (appleton@knightbarry.com)
Completed on:1/22/16 2:28 pm
Last Revised on:1/26/16 12:02 pm
Printed on:1/26/16 12:03 pm

In accordance with the addressee's request, we have made a search of the records in the various public offices of Calumet County and find that: (i) as of the Effective Date, title to the Land is in the owner or owners of record set forth in Schedule A, above, and (ii) that there has been no change of record affecting the Land since when the borrower(s) under the mortgage to be foreclosed (or the debtor under the condominium lien) took title to the Land through the Effective Date of this Report, except those matters shown below (it is understood and agreed by the addressee that the Company has searched the public records for the following time period: from when the borrower(s) on the mortgage to be foreclosed (or the debtor under the condominium lien) took title to the Land through the Effective Date of this Report):

1. General Taxes for the year 2016 and subsequent years, not yet due or payable. In the event that the transaction to be insured under this Commitment occurs in December of 2016 or later, then please contact the Company for an update as to the status of taxes. Failure to do so will result in the following appearing as an exception on the final title insurance policy to be issued pursuant to this Commitment: "General Taxes for the year 2016 and subsequent years."
2. Public or private rights, if any, in such portion of the subject premises as may be presently used, laid out, or dedicated in any manner whatsoever, for street, highway and/or alley purposes.
3. Mortgage from Mark L. and Patricia J. Vollmer, Husband and Wife to MERS as nominee for M&I Bank FSB in the amount of $30,000.00 dated May 17, 2006 and recorded May 23, 2006 as Document No. 405236 .

   The mortgage described above was assigned of record to HSBC Mortgage Services Inc. by an instrument recorded September 2, 2015 in Document No. 507398 .
4. Mortgage from Mark L. and Patricia J. Vollmer, Husband and Wife to Community Bank & Trust in the amount of $110,000.00 dated April 12, 2011 and recorded April 25, 2011 as Document No. 463995 .
5. Judgment entered December 29, 2014 and docketed January 29, 2015 in favor of Community Bank & Trust , creditor(s) and against Bridal Essence LLC, Patricia J. Vollmer and Mark L. Vollmer , 423 Dove Ave., Chilton, WI 53014 ,debtor(s) in the amount of $91,252.60 , Case No. 2015TJ000006 .
6. Judgment entered January 6, 2015 and docketed January 16, 2015 in favor of Community Bank & Trust , creditor(s) and against Bridal Essence LLC and Patricia Vollmer , 423 Dove Avenue, Chilton, WI 53014 ,debtor(s) in the amount of $2,528.24 , Case No. 2014SC000632 .
7. Judgment entered April 13, 2015 and docketed April 20, 2015 in favor of ~~Redevelopment Authority of the City of Sheboygan~~ , creditor(s) and against Bridal Essence LLC, Patricia Vollmer and Mark Vollmer , 423 Dove Avenue, Chilton, WI 53014 ,debtor(s) in the amount of $20,183.78 , Case No. 2015TJ000017 .
8. Payment of taxes for the year 2015 cannot be verified at this time of the year. Please provide a paid receipt and this exception will be removed. Amount due $2,512.40

Footnotes to Schedule B

a. Taxes for the year 2014 in the amount of $2,603.85 , and all prior years are paid.
b. This commitment is solely for the purpose of guaranteeing a purchaser at Sheriff's sale. Consult the company for additional exceptions or requirements before using this for other purposes. Additionally, the amount of insurance must be increased to the amount of the sale price. Additional premium will be billed at the time.
c. The Company has searched the records in the United States District Court for the Eastern District of Wisconsin and as of the date of the search, there are no bankruptcy proceedings commenced or pending in said court for the present owners of the subject premises. The company hereby disclaims any liability for the consequences of any bankruptcy proceedings commenced or pending in any District of the United States Bankruptcy Court other than the Eastern District of Wisconsin.

LIEN REPORT

VI

6.12

R. C. No. 350 - 14 - 15. By FINANCE. April 8, 2015.

Your Committee to whom was referred R. O. No. 192-14-15 by the City Clerk submitting a Summons and Complaint in the matter of the Jeffrey Hermann v. the City of Sheboygan; recommends that the document be referred to the new Common Council.

refer to new Council (finance)

John Bl
Julie Kath
DMA

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. 192 - 14 - 15. By CITY CLERK. December 1, 2014.

Submitting a Summons and Complaint in the matter of Jeffrey Hermann vs The City of Sheboygan.

Finance

Susan Richards
City Clerk

NOV 26 '14 PM 4:05

The Law Office of John B. Kiel, LLC.

P.O. Box 147
Salem, Wisconsin 53168-0147
Phone: (262) 914-5435
Facsimile: (262) 537-4855
Email Address: firelaw@tds.net

Received by City Clerk Susan Richards in person by Linda Schroeder Deputy City Clerk on 11-26-14 at 3:19 pm

November 26, 2014

VIA HAND DELIVERY

Susan Richards, City Clerk
Micahel Vandersteen, Mayor
City of Sheboygan – City Hall
828 Center Avenue, Suite 100
Sheboygan, WI 53081

Re: Jeffery Hermann v. The City of Sheboygan

Dear Ms. Richards and Mayor :

Accompanying this cover letter please find a copy of the Summons and Complaint filed in regard to the above entitled matter. Please feel free to contact me with any questions.

The Law Office of John B. Kiel, LLC.

By _____
John B. Kiel

cc: Mr. Jeffery Hermann

NOV 25 '14 PM 4:06

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

JEFFERY HERMANN,

Plaintiff,

CIRCUIT COURT BRANCH 04
TERENCE T BOURKE
615 N SIXTH STREET
SHEBOYGAN WI 53081

Case No. 14CV0754
Case Code: 30303
Case Classification: Other Contracts

vs.

THE CITY OF SHEBOYGAN,

Defendant.

CLERK CIRCUIT COURT
FILED
14 NOV 26 P 2:28
SHEBOYGAN COUNTY
WISCONSIN

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a Defendant:

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

Within forty-five (45) days of receiving this Summons, you must respond in writing 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 court, whose address is: Clerk of Court, Sheboygan County Courthouse, 615 North 6th Street, Sheboygan, Wisconsin, and to the Law Office of John B. Kiel, LLC, plaintiff's attorney, whose address is P.O. Box 147 Salem, Wisconsin 53168.

You may have an attorney help or represent you.

If you do not provide a proper answer within forty-five (45) days, the court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you 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 at Salem, Wisconsin, on November 26, 2014.

FOR PLAINTIFF,

THE LAW OFFICE OF JOHN B. ~~KIEL, LLC.~~

By_____
John B. Kiel

State Bar # 1019485
P.O. Box 147
Salem, Wisconsin 53168
Telephone: (262) 914-5435
Facsimile: (262) 537-4855
Email: firelaw@tds.net

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

JEFFERY HERMANN,

Plaintiff,

Case No. 14CV0754
Case Code: 30303
Case Classification: Other Contracts

vs.

THE CITY OF SHEBOYGAN, JURY TRIAL REQUESTED

Defendant.

CLERK CIRCUIT COURT
FILED
14 NOV 28 P 2:28
SHEBOYGAN COUNTY
WISCONSIN

COMPLAINT

NOW COMES Jeffery Hermann ("Plaintiff") by and through The Law Office of John B. Kiel, LLC. and his attorney, John B. Kiel, and alleges as follows:

PARTIES

1. Plaintiff Jeffery Hermann is an adult resident of the City of Sheboygan, Wisconsin whose address is 3442 South 17th Street, Sheboygan, Wisconsin 53081.
2. Defendant City of Sheboygan ("City") is a governmental body within the meaning of Wis. Stat. § 19.82(1) and is the governing body of the City of Sheboygan, maintaining its place of business at the Sheboygan City Hall, 828 Center Avenue, Sheboygan, Wisconsin, 53081.
3. The Plaintiff is a retired employee of the City who was not in any bargaining unit represented by a labor organization on the date of his retirement.
4. The Plaintiff worked for the City long enough to qualify for payout of vested sick leave and vacation benefits upon retirement.

PROCEDURAL PREREQUISTIES

5. This is an action alleging that the City unlawfully engaged and continues to engage in breach of contract by denying Plaintiff a payout of vested sick leave and vacation benefits upon Plaintiff's retirement.
6. Within 120 days of the City's denial of Plaintiff's request for payout of his vested sick leave and vacation benefits Plaintiff served a notice of claim in accordance with Wis. Stat. § 893.80 on the City Clerk by a letter dated April 11, 2014.
7. Plaintiff's notice of claim itemized the relief sought.
8. By copy of a letter dated August 7, 2014 the City denied Plaintiff's claim.

JURISDICTION AND VENUE

9. The Court has personal jurisdiction over the Plaintiff in that Plaintiff is a resident of the City of Sheboygan, Wisconsin and said City is located within Sheboygan County, Wisconsin.
10. The Court has personal jurisdiction over the City of Sheboygan, Wisconsin pursuant to Wis. Stat. § 801.05; Wis. Stat. § 801.11(4); Watkins v. Milwaukee County Civil Service Commission, 88 Wis. 2d 4111, 276 N.W.2d 775 (1979); Oak Creek Citizen's Action Committee v City of Oak Creek, et. al., 2007 WI App. 196; 304 Wis. 2d 702; 738 N.W. 2d 168.
11. Venue is proper before this Court pursuant to Wis. Stat. § 801.50(2).

CIRCUMSTANCES OF CLAIM

12. Plaintiff was employed by the City of Sheboygan, Wisconsin as a member of its fire department between April 21, 1981 to December 31, 2013. Plaintiff was appointed as the City's fire chief effective January 1, 2010.

13. Upon his appointment to fire chief the City informed Plaintiff that his retirement benefits were to a sick leave pay out for retirement of one-half (1/2) of all accumulated sick leave up to seventy-two (72) days. In that regard the City of Sheboygan Non-Represented Employee Benefits schedule approved by the City's Salaries and Grievances Committee on June 20, 2002 provides:

Fire Command:
- Sick leave pay out for retirement, layoff without cause, or death.
    - After five (5) years of service, pay out one-half (1/2) of all accumulated sick leave up to seventy-two (72) days.

14. Upon his appointment to fire chief the City informed Plaintiff that his retirement benefits were to include the following vacation pay out provision. In that regard the City of Sheboygan Non-Represented Employee Benefits schedule approved by the City's Salaries and Grievances Committee on June 20, 2002 provides:

Other severance benefits:
- Accumulated overtime for non-exempt employees.
- Unused and prorated earned vacation pay.

15. The benefits described in paragraphs 13 and 14 above were approved as revised by the City's Salaries and Grievances Committee on June 20, 2002 and made part of the City's Non-Represented Employee Benefits Compensation Program for such non-represented employees.

16. The City's May 1, 2012 Employee Handbook identifies Paid Time Off (PTO) Vacation as a vested benefit:

PTO Vacation Must be used in either 4 of 8 hour increments. **This is a vested benefit,** prorated for new employees. Employees are eligible to use their vacation beginning on the first calendar day of the year. Those with less than one year of employment earn 80 hours of vacation effective their 1 year employment anniversary. However, they are welcome to start using their yearly allotment prior to their 1 year anniversary, however, that employee will be responsible to

return the non-vested (prorated) portion of the vacation if already exercised it (sic) prior to their termination date. (emphasis added).

17. Plaintiff retired as the City's fire chief on January 1, 2014.

18. Plaintiff met the requirements for sick leave payout under the terms and conditions as described in paragraph 13, above.

19. Plaintiff met the requirements for payout of accrued, unused vacation under the terms and conditions as described in paragraph 14, above.

20. The City has failed to calculate and pay out Plaintiff's retirement and severance benefits in the manner described in paragraphs 13 and 14 above.

21. As a consequence of the actions above, Plaintiff has been damaged in that Plaintiff has been denied unused and prorated earned vacation pay in the amount of $10,365.18.

22. As a consequence of the actions above, Plaintiff has been damaged in that Plaintiff has been denied sick leave pay out for retirement in the amount of $27,354.24.

23. As a consequence of the actions above, Plaintiff has been damaged in that Plaintiff has incurred legal fees and expenses in asserting his rights.

FIRST CAUSE OF ACTION
(Breach of Contract)

24. Plaintiff realleges and incorporates by reference paragraphs 1 through 23 above.

25. At the time that the City appointed Plaintiff to the position of fire chief it entered into a contract of employment with Plaintiff whereby the City agreed to calculate Plaintiff's retirement and severance benefits in accordance with paragraphs 13 and 14 above. By continuing his service to the City to retirement, Plaintiff

created a binding unilateral contract with the City for the promised retirement and severance benefits calculated in accordance with paragraphs 13 and 14, above. In refusing to calculate Plaintiff's retirement benefits in accordance with paragraphs 13 and 14 above, the City breached its contract for employment with Plaintiff.

SECOND CAUSE OF ACTION
(Denial of Vested Benefit)

26. Plaintiff realleges and incorporates by reference paragraphs 1 through 23 above.

27. By continuing his service to the City to retirement Plaintiff acquired a vested right to retirement and severance benefits calculated in accordance with paragraphs 13 and 14 above. In refusing to calculate Plaintiff's retirement benefits in accordance with paragraphs 13 and 14 above, the City denied a vested benefit to Plaintiff.

THIRD CAUSE OF ACTION
(Estoppel)

28. Plaintiff realleges and incorporates by reference paragraphs 1 through 23 above.

29. The City promised Plaintiff retirement and severance benefits calculated in accordance with paragraphs 13 and 14 above and thereby induced Plaintiff to accept the non-represented position of fire chief. By operation of its promise to Plaintiff the City is estopped from denying Plaintiff retirement and severance benefits calculated in accordance with paragraphs 13 and 14 above.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff respectfully requests that this court:

A. Issue a judgment declaring that the City has breached its contract with Plaintiff by refusing to calculate and pay Plaintiff's retirement and severance benefits in accordance with paragraphs 13 and 14 above.

B. Issue and order that finds that the Defendant breached and is estopped from breaching a contract of employment with Plaintiff by denying Plaintiff a vested vacation retirement and severance benefits calculated in accordance with paragraph 13 above.

C. Issue an order that requires the City to calculate and pay Plaintiff's vacation retirement and severance benefit calculated in accordance with paragraph 13, above which provides:

Fire Command:

- Sick leave pay out for retirement, layoff without cause, or death.
    - After five (5) years of service, pay out one-half (1/2) of all accumulated sick leave up to seventy-two (72) days.

D. Issue and order that finds that the Defendant breached and is estopped from breaching a contract of employment with Plaintiff by denying Plaintiff a vested sick leave retirement and severance benefits calculated in accordance with paragraph 14 above.

E. Issue an order that requires the City to calculate and pay Plaintiff's sick leave retirement and severance benefit calculated in accordance with paragraph 14, above which provides:

Other severance benefits:

- Accumulated overtime for non-exempt employees.
- Unused and prorated earned vacation pay.

F. Issue and order that directs Defendant to compensate Plaintiff for his unused and prorated earned vacation in the amount of $10,365.18 plus interest.

G. Issue and order that directs Defendant to compensate Plaintiff for his accrued unused sick leave in the amount of $27,354.24 plus interest.

H. As appropriate, award reasonable attorneys' fees and reimbursement of any costs incurred by Petitioners.

I. Award such other and further relief, as this Court deems just and proper.

PLAINTIFF REQUESTS TRAIL TO A JURY OF 12 OF HIS PEERS ON ALL CLAIMS FOR LEGAL RELIEF.

Dated at Salem, Wisconsin on November 26, 2014.

John B. Kiel
Wis. Bar No. 1019485
Attorney for Plaintiff
Law Office of John B. Kiel, LLC
P. O. Box 147
Salem, WI 53168
Telephone: (262) 914-5435
Fax: (262) 537-4855
E-mail: firelaw@tds.net

VI

6.15

R. C. No. 353- 14 - 15. By FINANCE. April 8, 2015.

Your Committee to whom was referred R. O. No. 267-14-15 by the City Clerk submitting a claim from Rachel Colbath for alleged injuries when she slipped and fell on ice crossing the street on Michigan Ave.; recommends that the document be referred to the new Common Council.

refer to new Council (Finance)

John Bl
Julie Kath
DH

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

Other Matters 10.4

R. O. No. 267 - 14 - 15. By CITY CLERK. March 16, 2015.

Submitting a claim from Rachel Colbath for alleged injuries when she slipped and fell on ice crossing the street on Michigan Ave.

Finance
New C.C.

Susan Richards
City Clerk

E RECEIVED _____ RECEIVED BY _____

CLAIM NO. 31-14

emailed + received 3-16-15

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

TRUCTIONS: TYPE OR PRINT IN BLACK INK

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

CITY OF SHEBOYGAN

Name of Claimant: Rachel L. Colbath

Home address of Claimant: 2350 N. 13th Street Sheboygan, WI 53083

Home phone number: 1(920) 980-8256 cell, 1(920) 783-8033 home

Business address and phone number of Claimant: N/A

When did damage or injury occur? (date, time of day) 2/14/15 2:00pm

Where did damage or injury occur? (give full description) the "parkway" on Michigan Avenue in front of El Camino Restaurant by the parking meters, just to the west of the restaurant entrance. See attached photos.

ow did damage or injury occur? (give full description) Slipped and fell on ice while walking to my vehicle, which was parked across the street from El Camino facing west on Michigan Avenue.

:f the basis of liability is alleged to be an act or omission of a City officer or uployee, complete the following:

i) Name of such officer or employee, if known: N/A

) Claimant's statement of the basis of such liability: N/A

the basis of liability is alleged to be a dangerous condition of public property, mplete the following:

) Public property alleged to be dangerous: location of the ice on public property was he red cobblestone parkway area around the parking meters. See attatched photos.

) Claimant's statement of basis for such liability: The area past the sidewalk red to as "parkway" is property of the City of Sheboygan, as parking meters are property - therefor this area is to be kept clear of snow/ice by the city of Sheboyga

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").

Fractured fibula, distal left. Required surgery. Torn ligament, requiring physical therapy in the near future. Per orthopedic surgeon - no work 2mo. at least.

11. Name and address of any other person injured: N/A

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

Auto: $ N/A

Property: $ N/A

Personal injury: $ pending

Other: (Specify below $ lost wages - pending.

TOTAL pending medical bills

Damaged vehicle (if applicable)

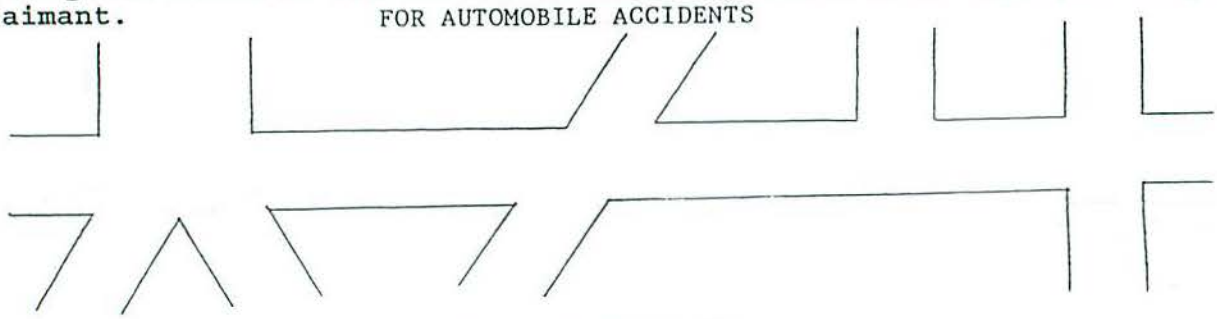
Make: N/A Model: N/A Year: N/A Mileage: N/A

Names and addresses of witnesses, doctors and hospitals: N/A

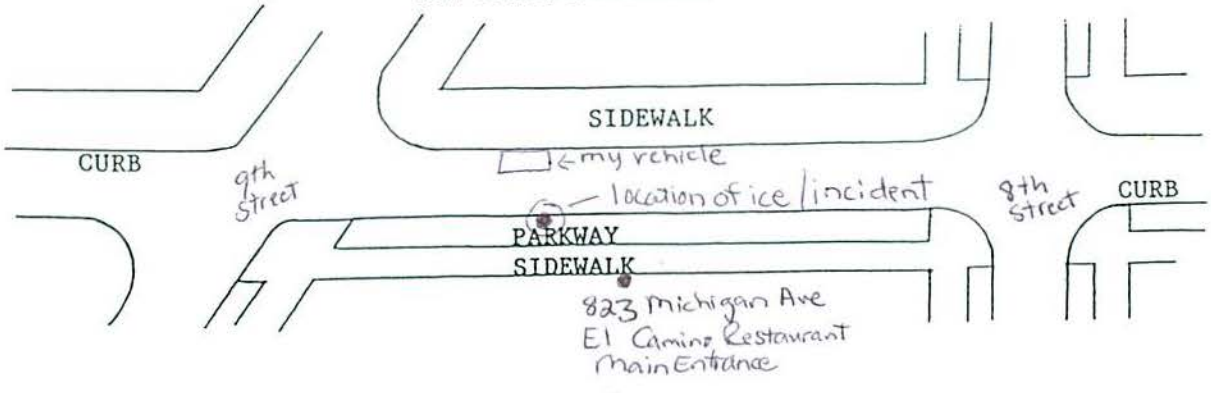
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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: [signature] Date: 3-8-15

DATE RECEIVED _____ RECEIVED BY MAR 16 '15 PM 12:22

CLAIM NO. 31-14

CLAIM

Claimant's Name:	Rachel L. Colbath	Auto	$ N/A
Claimant's Address:	2350 N. 13th Street	Property	$ N/A
	Sheboygan, WI 53083	Personal Injury	$ Pending
Claimant's Phone No.	1(920)980-8256, 1(920)783-8033	Other (Specify below)	$ pending
		TOTAL	pending

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 $ Pending.

SIGNED: Rachel Colbath DATE: 3-8-15

ADDRESS: 2350 N. 13th Street Sheboygan, WI 53083

823 Michigan Avenue, Sheboygan

Photos taken on 2/14/15
3:30pm

II

3.10

R. O. No. 155 - 15 - 16. By CITY CLERK. September 21, 2015.

Submitting a Summons and Complaint in the matter of Kristi A. Potochnik v City of Sheboygan et al.

Finance

City Clerk

STATE OF WISCONSIN | CIRCUIT COURT
CIVIL DIVISION | SHEBOYGAN COUNTY

KRISTI A. POTOCHNIK
2111 North 10th Street
Sheboygan, WI 53081,

Plaintiff,

STATE OF WISCONSIN, DEPARTMENT OF HEALTH SERVICES
1 West Wilson Street
Madison, WI 53703,

Involuntary Plaintiff,

v.

CITY OF SHEBOYGAN
a municipal entity
828 Center Ave., Suite 304
Sheboygan, WI 53081,

Defendant,

UNITED HEALTHCARE OF WISCONSIN, INC.,
a Wisconsin corporation
10701 Research Drive
Wauwatosa, WI 53226,

CARE IMPROVEMENT PLUS WISCONSIN INSURANCE COMPANY
9700 Health Care Lane MN 17-E900
Minnetonka, MN 55343-4522,

Subrogated Defendants.

CIRCUIT COURT BRANCH 1
L EDWARD STENGEL
615 N SIXTH STREET
SHEBOYGAN WI 53081

SLH Services

Server Steph Cahill

Date 9-14-15 Time 1:05 PM

SUMMONS 15CV0563
Case No. _____
Personal Injury/Auto: 30101
AMOUNT CLAIMED GREATER THAN $5,000

CLERK CIRCUIT COURT
FILED
2015 SEP 14 P 1:02
SHEBOYGAN COUNTY
WISCONSIN

SUMMONS

THE STATE OF WISCONSIN TO SAID DEFENDANT:

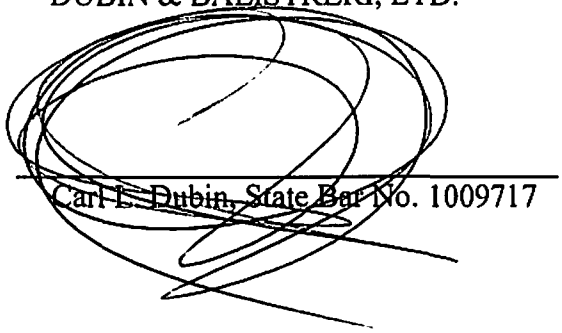
To each person named above as a defendant, you are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within forty-five (45) days of receiving this Summons, 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 615 North 6th Street, Sheboygan, Wisconsin 53081 and to DUBIN & BALISTRERI, LTD., whose address is 1551 North Prospect Avenue, Milwaukee, WI 53203-0091. You may have an attorney help or represent you.

If you do not provide a proper answer within forty-five (45) days, the court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you 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 10th day of August, 2015.

DUBIN & BALISTRERI, LTD.



By: _____
Carl L. Dubin, State Bar No. 1009717

DUBIN & BALISTRERI, LTD.
1551 North Prospect Avenue
Milwaukee, WI 53202-2367
Tel: (414) 277-0600
Fax: (414) 277-5097

STATE OF WISCONSIN | CIRCUIT COURT CIVIL DIVISION | SHEBOYGAN COUNTY

KRISTI A. POTOCHNIK
2111 North 10th Street
Sheboygan, WI 53081,

Plaintiff,

STATE OF WISCONSIN, DEPARTMENT OF HEALTH SERVICES
1 West Wilson Street
Madison, WI 53703,

Involuntary Plaintiff,

v.

CITY OF SHEBOYGAN
a municipal entity
828 Center Ave., Suite 304
Sheboygan, WI 53081,

Defendant,

UNITED HEALTHCARE OF WISCONSIN, INC.,
a Wisconsin corporation
10701 Research Drive
Wauwatosa, WI 53226,

CARE IMPROVEMENT PLUS WISCONSIN INSURANCE COMPANY
9700 Health Care Lane MN 17-E900
Minnetonka, MN 55343-4522,

Subrogated Defendants.

COMPLAINT 15CV0563
Case No. _____
Personal Injury/Auto: 30101
AMOUNT CLAIMED GREATER THAN $5,000

CLERK CIRCUIT COURT
FILED
2015 SEP 14 P 1:02
SHEBOYGAN COUNTY
WISCONSIN

COMPLAINT

NOW COMES the above named plaintiff, KRISTI A. POTOCHNIK, by her attorneys, DUBIN & BALISTRERI, LTD, by Carl L. Dubin, as and for a complaint against the defendant, alleges as follows:

1. That the plaintiff, **KRISTI A. POTOCHNIK** (hereinafter "KRISTI"), is an adult individual residing at 2111 North 10th Street, Sheboygan, WI 53081.

2. That the defendant, **CITY OF SHEBOYGAN** (hereinafter "SHEBOYGAN") is a

municipal corporation duly existing under the laws and constitution of the State of Wisconsin, whose principal offices are located at 828 Center Ave., Suite 304, Sheboygan, Wisconsin 53081.

3. The involuntary plaintiff, **STATE OF WISCONSIN, DEPARTMENT OF HEALTH SERVICES,** (hereinafter "the Department") with home offices located at 1 Wilson Street, Madison, WI 53703, provides medical insurance coverage and provided coverage for the plaintiff, Kristi, at the time of this accident and thereafter and therefore may claim to be subrogated to plaintiff's rights. The Department has made payment to or on behalf of the plaintiff, Kristi, for her injuries sustained and pursuant to sec. 803.03 Wis. Stats. is a proper party to this action.

4. The subrogated defendant, **UNITED HEALTHCARE OF WISCONSIN, INC.,** (hereinafter "United"), with home offices located at 10701 Research Drive, Wauwatosa, WI 53226, provides medical insurance coverage and provided coverage for the plaintiff, Kristi, at the time of this accident. United has made payment to or on behalf of the plaintiff, Kristi, for her injuries sustained and pursuant to sec. 803.03 Wis. Stats. is a proper party to this action.

5. The subrogated defendant, **CARE IMPROVEMENT PLUS WISCONSIN INSURANCE COMPANY,** (hereinafter "Care"), with home offices located at 9700 Health Care Lane MN 17-E900, Minnetonka, MN 55343-4522, provides medical insurance coverage and provided coverage for the plaintiff, Kristi, at the time of this accident. Care has made payment to or on behalf of the plaintiff, Kristi, for her injuries sustained and pursuant to sec. 803.03 Wis. Stats. is a proper party to this action.

6. The procedures designated in Section 893.30, Wisconsin Statutes, have been complied with in this matter, to wit: Notice of Circumstances Giving Rise to Claim and Claim Pursuant to Wis. Stat. Sec. 893.80 was served on the defendant, **SHEBOYGAN**, on April 25, 2014 and Claim for Damages was served on the defendant, **SHEBOYGAN**, on January 20, 2015. On April 10, 2015,

SHEBOYGAN served notice of disallowance of the claim on **KRISTI**. Under Section 893.80(1g), plaintiff may bring an action on a claim under 893.80(1g) within six (6) months from the date of service of this notice.

7. On March 3, 2014, on a **SHEBOYGAN** sidewalk adjacent to the Q Mart located at 1006 Geele Avenue, Sheboygan, WI 53081, **KRISTI** stepped off the curb at the corner of North 10th Street and Geele Avenue onto a curb drain that had been constructed, placed, inspected and carelessly and negligently maintained by SHEBOYGAN, its agents, servants and employees; the curb drain was covered with snow and **KRISTI**'s right foot and leg suddenly and without warning slid through the hole in the defective curb drain.

8. The curb drain at the corner of North 10th Street and Geele Avenue was defective, and this defect created a nuisance that was known or should have been known by **SHEBOYGAN**. The drain was defective because it was missing a bar, which created a hole in the curb drain big enough for an average person's, including **KRISTI**'s, foot and leg to fall through.

9. That as a result of her leg slipping through the hole in the curb drain, **KRISTI** sustained injuries to her right lower extremity and back and resulting damages.

10. **SHEBOYGAN** provided no notice of the defective and hazardous curb drain to **KRISTI** or to any other pedestrians walking in the surrounding area.

11. That the defendant **SHEBOYGAN**, as a municipal entity, has a duty to maintain public roadways, including the curb area and curb drains.

12. That **SHEBOYGAN** knew or should have known of the defective and hazardous curb drain and nuisance, and negligently and carelessly left it in a defective condition for a significant period of time to the detriment of the public, and negligently and carelessly failed to alert the public of this nuisance, causing the plaintiff to sustain personal injuries and damages.

13. As a direct and proximate result of the negligence of the defendant above named on March 3, 2014, the plaintiff, **KRISTI**, sustained severe personal injuries causing her to incur pain, suffering and disability, past and future, and items of medical expense for the care and treatment of said injuries, past and future, and loss of earning capacity.

WHEREFORE, the plaintiff, **KRISTI**, demands judgment against the defendant, **SHEBOYGAN**, according to law, together with attorney fees, costs and disbursements of this action.

Dated this 10th day of September, 2015

DUBIN & BALISTRERI, LTD

By: _____
Carl L. Dubin, State Bar No. 1009717

DUBIN & BALISTRERI, LTD
1551 North Prospect Avenue
Milwaukee, WI 53202-2367
Tel: (414) 277-0600
Fax: (414) 277-5097

VI

6.13

R. C. No. 351 - 14 - 15. By FINANCE. April 8, 2015.

Your Committee to whom was referred R. O. No. 213-14-15 by the City Clerk submitting a Summons and Complaint in the matter of Daniel Gilbertson et al. v. City of Sheboygan; recommends that the document be referred to the new Common Council.

refer to new Council (Finance)

John Rey — Thomas D. Clark

Julie Kath

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

Other Matters

7.2

R. O. No. 213 - 14 - 15. By CITY CLERK. January 5, 2015.

Submitting a Summons and Complaint in the matter of Daniel Gilbertson et al v City of Sheboygan.

Susan Richards
City Clerk

Finance

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

Daniel Gilberson
2727 N. 30th Street
Sheboygan, WI. 53083

Matthew Walsh
W7447 Christine Ct
Plymouth WI 53073

Matthew Braesch
3320 Geele Ave
Sheboygan WI 53083

On Behalf of Themselves and All Others Sharing Questions of Common and General Interest,

Plaintiffs,

v.

City of Sheboygan
828 Center Avenue
Sheboygan, WI. 53081

Defendant.

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

1-5-15
8:30
20

Case No. 14CV0792

Case Code 30301 (Money Judgment)

CLERK CIRCUIT COURT
FILED
2014 DEC 22 P 2:43
SHEBOYGAN COUNTY
WISCONSIN

SUMMONS

To each person named above as a defendant:

You are hereby notified that the plaintiffs named above have filed a complaint against you. The complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this Summons, 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 615 North 6th Street in

Sheboygan, Wisconsin; and to The Previant Law Firm S.C., plaintiff's attorneys, whose address is Post Office Box 12993, Milwaukee, Wisconsin 53212. You may have an attorney help or represent you.

If you do not provide a proper Answer within twenty (20) days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you 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 19th day of December, 2014.

Yingtao Ho (State Bar No. 1045418)
THE PREVIANT LAW FIRM, S.C.
1555 North RiverCenter Drive, Suite 202
Milwaukee, WI 53212
(414) 271-4500

ATTORNEYS FOR PLAINTIFFS

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

Daniel Gilberson
2727 N. 30th Street
Sheboygan, WI. 53083

Matthew Walsh
W7447 Christine Ct
Plymouth WI 53073

Matthew Braesch
3320 Geele Ave
Sheboygan WI 53083

On Behalf of Themselves and All Others Sharing Questions of Common and General Interest,

Plaintiffs,

v.

City of Sheboygan
828 Center Avenue
Sheboygan, WI. 53081

Defendant.

Case No. 14CV0792

Case Code 30301 (Money Judgment)

CLERK CIRCUIT COURT
FILED
2014 DEC 22 P 2:43
SHEBOYGAN COUNTY
WISCONSIN

COMPLAINT

Plaintiffs, by their attorneys, for their complaint against the Defendant state as follows:

1. This is a class action suit to seek redress for the Defendant's failure to pay the full amount of regular and overtime wages required by law. The Plaintiffs, who are or were employees of the Defendant, are suing for the Defendant's failure to pay them the full amount of non-overtime wages required by Wis. Stat. §109.03(1) and (5); and for the Defendant's failure to include their over-the-wage-scale bonuses, education bonuses, wages for opting out of the health insurance, and revocable contributions to Health Savings Accounts in calculating their overtime

pay rates, in violation of both the Fair Labor Standards Act, Wis. Stat. §109.03(1) and (5), and DWD §274.03.

PARTIES AND JURISDICTION

2. Each of the named plaintiffs is a current employee of the City of Sheboygan, and a current resident of Wisconsin. Plaintiff Gilbertson at all times relevant to the complaint has been employed by the City of Sheboygan Department of Public Works. Gilbertson received insurance through, and paid insurance premiums to the City of Sheboygan during the years of 2011-2014. FLSA consent forms for the Named Plaintiffs either are attached to, or will be filed with the Court.

3. Pursuant to City of Sheboygan policy, because the wage rate for Gilbertson is higher than the maximum rate for the position that he holds with the City of Sheboygan Department of Public Works, at each annual review Gilbertson is eligible to receive, and has received a bonus in lieu of a wage increase.

4. Plaintiff Walsh at all times relevant to the complaint has been employed by the City of Sheboygan Police Department. Walsh received insurance through, and paid insurance premiums to the City of Sheboygan throughout the years of 2011-2012. During 2012 the City of Sheboygan also made a revocable contribution to Walsh's Health Savings Account.

5. Plaintiff Braesch at all times relevant to the complaint has been employed by the City of Sheboygan Police Department. Braesch did not receive health insurance through the City of Sheboygan during the years of 2011 to 2014. Beginning in the year 2012, Braesch received from the City of Sheboygan a payment of $1,200 per year for opting out of the City health insurance. Beginning in the year 2013, Walsh also received from the City of Sheboygan a payment of $1,200 per year for opting out of the City health insurance.

6. During the years of 2012 through 2014, Plaintiffs Walsh and Braesch received from the City of Sheboygan an annual payment of $600 because of their level of education attained.

7. Plaintiffs Gilbertson and Walsh are appropriate representative of a class described as:

> All current and former full time and part time employees of the City of Sheboygan who made any insurance premium payments to the City of Sheboygan, which remained in the City of Sheboygan's Health Self Insurance Fund on December 30th of 2012, 2013, or 2014.

8. Plaintiff Gilbertson additionally is an appropriate representative of both an opt-in class under the Fair Labor Standards Act and an opt-out class under Wis. Stat. §803.08 described as:

> All current and former full time and part time overtime pay eligible employees of the City of Sheboygan who, on or after January 1, 2012, received bonus payments from the City of Sheboygan in lieu of wage increases because their wage rates were over the maximum rate for their positions, but did not have those bonus payments included in calculating their regular rate for overtime pay.

9. Plaintiffs Walsh and Breasch additionally are appropriate representatives of both an opt-in class under the Fair Labor Standards Act and an opt-out class under Wis. Stat. §803.08 described as:

> All current and former full time and part time overtime pay eligible employees of the City of Sheboygan who, on or after January 1, 2012, received an education bonus from the City of Sheboygan, but did not have those education bonus payments included in calculating their regular rate for overtime pay.

10. Plaintiff Walsh additionally is an appropriate representative of both an opt-in class under the Fair Labor Standards Act and an opt-out class under Wis. Stat. §803.08 described as:

> All current and former full time and part time overtime pay eligible employees of the City of Sheboygan who, on or after January 1, 2012, received a revocable

Health Savings Account contribution from the City of Sheboygan, but did not have those revocable Health Savings Account contributions included in calculating their regular rate for overtime pay.

11. Plaintiff Breasch and Walsh additionally are appropriate representatives of both an opt-in class under the Fair Labor Standards Act and an opt-out class under Wis. Stat. §803.08 described as:

> All current and former full time and part time overtime pay eligible employees of the City of Sheboygan who, on or after January 1, 2012, received a payment from the City of Sheboygan for opting out of the City health insurance plan, but did not have the payment for opting out of the health insurance included, in calculating their regular rate for overtime pay.

12. Defendant City of Sheboygan is a political subdivision of the State of Wisconsin; and is an employer within the meaning of both the Fair Labor Standards Act, 29 U.S.C. §203(d); and within the meaning of Wis. Stat. §109.01(2). City hall for the City of Sheboygan, which serves as its principal place of business, is located at 828 Center Avenue in Sheboygan, Wisconsin.

13. The Court has subject matter jurisdiction over this lawsuit pursuant to 29 U.S.C. §216(b), which grants to state courts concurrent jurisdiction to hear lawsuits arising under the Fair Labor Standards Act; and pursuant to Wis. Stat. §109.03(1) and (5), which authorizes direct lawsuits by employees against their employer for unpaid regular and overtime wages required by the statutes and regulations of the Wisocnsin wage payment laws, Chapter 109 of the statutes and Chapter 274 of the DWD regulations.

14. The Court has personal jurisdiction over all defendants in this action pursuant to Wis. Stat. §801.05(1) and (3) since all of the acts or omissions by the defendants complained of in the complaint occurred in Wisconsin.

15. Venue is proper in Sheboygan County Circuit Court pursuant to Wis. Stat.

§801.50 when the claim arose in, and the Defendant resides, and conducts substantial business in Milwaukee County.

FACTS

I. Facts Related to the Payment of Health Insurance Contributions Towards Workers Compensation Premiums and Expenses.

16. At all times relevant to the complaint the City of Sheboygan has made self-insured health and dental insurance coverage available to certain of its full time and part time employees.

17. Beginning on a date unknown to the Plaintiffs, the City of Sheboygan has maintained a Health Self Insured Fund ("Health Fund") into which it deposits all employer and employee health and dental insurance premiums, and out of which it pays all of the claims, administrative expenses, and other costs associated with its health and dental insurance program.

18. Because the City of Sheboygan's insurance program is self-insured, the cost of the full health insurance premium for its employees is set by an actuary, and adopted by the City of Sheboygan Common Council. At all times relevant to the complaint and through the end of 2014, once the premium has been set, represented employees paid a share of the premium set by their collective bargaining agreements, while non-represented employees paid a share of the premium set by the City of Sheboygan.

19. In addition to receiving the employee payment of health and dental insurance premiums, the Health Fund also receives premiums contributions from the City of Sheboygan and/or the various departments of the City of Sheboygan that employ the Plaintiffs, contributions from both Medicare eligible and non-Medicare eligible retirees, and contributions from persons who participate in the City insurance program through COBRA insurance. The Health Self Insurance fund also receives some investment income each year.

20. The Health Fund does not segregate the contributions and premiums that it receives by either the identity of the payer, nor between monies received during the current year and previous years. Consequently, each dollar maintained in the Health Fund has an equal probability of being transferred to the payee, when a payment is made out of the Health Fund.

21. When the Plaintiffs are or were covered by collective bargaining agreements, their hourly wage rates were set by the collective bargaining agreements.

22. Plaintiffs who were not covered by collective bargaining agreements received an annual review with their supervisors/managers, which generally occurred around their anniversary date. During the annual review the Plaintiff would be informed of either a change to his hourly wage rate, or that his hourly wage rate would remain the same for the next year. During the annual reviews the City of Sheboygan did not inform the employees of its right to, and did not make a reservation of right to reduce the wage rates promised during the annual reviews.

23. On the Plaintiffs' paychecks their weekly gross wages are calculated using the wage rates that are required either by the collective bargaining agreements applicable to them, or set by their annual reviews. Once the gross wages are calculated, then deductions including but not limited to the health and dental insurance premiums are made from the gross wages, resulting in the net wage that is actually paid to the employees.

24. The City of Sheboygan therefore counted 100% of the health and dental insurance premiums deducted from the paychecks of the Plaintiffs towards its payment of wages to the Plaintiffs at rates required by their collective bargaining agreements and/or annual reviews.

25. The City of Sheboygan maintains a self-insured Workers Compensation Fund ("Workers Comp Fund"). In October of 2012, the City of Sheboygan Common Council adopted

a resolution providing that there should be a balance of $1.5 million dollars in the Workers Comp Fund, and a combined balance of $4.5 million dollars in the Workers Comp Fund and the Health Fund.

26. Near the end of 2012, as a result of excess premium contributions charged by the Defendant to the Plaintiffs, retirees, COBRA participants, and the Departments of the City of Sheboygan, the Health Fund had a balance in excess of $5.5 million dollars.

27. In order to comply with the Common Council resolution, on December 31, 2012 the City of Sheboygan transferred the amount of $1,622,864 from the Health Fund to the Workers Comp Fund. Once placed in the Workers Comp Fund, the $1,622,864 was earmarked to, and at least some of the monies have already been used to discharge the City of Sheboygan's liabilities imposed by the Wisconsin Workers Compensation Statute, Chapter 102 of the Wisconsin statutes.

28. Calculated proportionally, as necessary given that regardless of source each dollar placed into the Health Self Insurance Fund had an equal probability of being spent at any time, the $1,622,864 transferred from the Health Fund into the Workers Comp Fund included at least $120,000 in health and dental premium payments made by the Plaintiffs in 2012, and at least $25,000 in health and dental premium payments made by the Plaintiffs prior to 2012.

29. On December 31, 2013, the City of Sheboygan transferred $68,795 from the Health Fund into the Workers Comp Fund. Since the Health Fund was not divided between funding sources in 2013, the $68,795 included approximately $5,000 in health and dental premium payments made by the Plaintiffs in 2013, and at least $2,000 in health and dental premium payments made by the Plaintiffs prior to 2013.

30. Upon information and belief, on December 31, 2014 the City of Sheboygan will

transfer a yet to be determined amount from the Health Self Insurance Fund into the Workers Comp Fund. The 2014 transfer will include both health and dental premium payments made by the Plaintiffs in 2014, and health and dental premium payments made by the Plaintiffs prior to 2014.

II. Facts Related to Bonus Payments to Employees Receiving Wage Rates Higher than the Maximum Rate of the Wage Scale.

31. Pursuant to the City of Sheboygan's most recent compensation plan for non-represented employees, a maximum rate is set for each classification held by the City of Sheboygtan's non-represented employees.

32. During the year of 2012, the City of Sheboygan provided to its non-represented employees, who were already receiving a wage rate higher than the maximum rate for their classification, a mandatory bonus payment. The mandatory bonus payment was made to the Plaintiffs as a substitute for wage increases, which they were not eligible to receive because their wage rate was already higher than the set maximum rate for their respective classifications.

33. Those City of Sheboygan employees who did receive a wage increase for the year 2012 had the wage increase paid to them throughout 2012.

34. A number of employees who received the mandatory bonus payment from the City of Sheboygan in 2012 were covered by a union collective bargaining agreement during 2011, and had received wage increases required by said collective bargaining agreement(s) throughout 2011.

35. Since the City of Sheboygan would not pay employees both a contractual wage increase and a bonus for the same hours worked, the 2012 mandatory Over the Scale Bonus was compensation for the Plaintiffs' work in 2012, rather than their work in 2011.

36. Beginning in 2013, the Plaintiffs who received a wage rate higher than the set

maximum rate for their classification were eligible to receive an annual bonus from the City of Sheboygan, as compensation for their ineligibility for receiving wage increases from the City of Sheboygan. Since the City of Sheboygan would not pay two separate bonuses to its employees for their same hours worked, and the 2012 mandatory bonuses already paid the Plaintiffs for their hours worked in 2012, any 2013 annual bonuses received by the Plaintiffs were compensation for their hours worked in 2013; while any 2014 annual bonuses received by the Plaintiffs were compensation for their hours worked in 2014.

37. During the years of 2013 and 2014, the annual bonuses were paid to the Plaintiffs after their annual reviews, which occurred around the time of their anniversary dates with the City of Sheboygan, and in most cases long before the end of the calendar year covered by the bonus payments.

38. During the years of 2012 through 2014, the City of Sheboygan did not include the Over the Scale Bonuses paid to Plaintiffs in calculating their regular rate of compensation used to calculate their overtime pay entitlement.

III. Facts Related to Education Bonus Payments.

39. For many of the Plaintiffs the City of Sheboygan paid an education bonus, directly to the Plaintiffs, for completion of post-secondary education credit hours and/or degrees.

40. In each case the education bonuses were mandated by the applicable collective bargaining agreements and/or policies binding upon the City of Sheboygan.

41. The City of Sheboygan therefore did not retain any discretion to deny the payment of education bonuses to Plaintiffs who had the requisite post-secondary education hours and/or degrees. The education bonuses therefore were contractually required payments rather than gifts.

42. The education bonuses are not earmarked to compensate the Plaintiffs when no work was performed, were not paid to the Plaintiffs as compensation for their work during overtime hours, weekends and other regular days of rest, nor as a premium for the employees' work outside their regular established work days and work hours. Plaintiffs received the education bonuses regardless of when the credits and/or degrees were received; and during each year for the same credits and/or degrees received.

43. During the years of 2012 through 2014, the City of Sheboygan did not include the education bonuses paid to the Plaintiffs in calculating their regular rate of compensation used to calculate their overtime pay entitlement.

IV. Facts Related to the Health Reimbursement Account Contributions.

44. During the years of 2012 and/or thereafter, the City of Sheboygan made contributions to the Health Reimbursement Accounts of certain of the Plaintiffs.

45. The contributions made by the City of Sheboygan to its employees' Health Reimbursement Accounts are revocable, given that employees could no longer use the contributions remaining in their Health Reimbursement Accounts once their employment with the City of Sheboygan ends through termination for cause.

46. During the years of 2012 through 2014, the City of Sheboygan did not include the revocable Health Reimbursement Account Contributions paid to the Plaintiffs in calculating their regular rate of compensation used to calculate their overtime pay entitlement.

V. Facts Related to Bonus Payments for Opting Out of the Health Insurance.

47. At all times between 2012 and 2014, the City of Sheboygan was required by its collective bargaining agreements and binding policies to pay to the Plaintiffs, who opted out of the City's health insurance, a payment of $1,200 per year in cash. The payments were directly

made to the Plaintiffs, rather than to a third party administrator.

48. Employees who opted out of the City's Health Insurance for a portion of a year, before successfully reenrolling in the City's health insurance received a pro-rated portion of the $1,200 per year cash payment.

49. The City of Sheboygan ore did not retain any discretion to deny the payment of the full or pro-rated portion of the $1,200 per year cash payment, to Plaintiffs who opted out of the Health Insurance. The cash payments for opting out of the health insurance therefore were contractually required payments rather than gifts.

50. The cash payments for opting out of the health insurance were not earmarked to compensate the Plaintiffs when no work was performed, were not paid to the Plaintiffs as compensation for their work during overtime hours, weekends and regular other days of rest, and were not paid to the Plaintiffs as a premium for their work outside their regular established work hours.

51. During the years of 2012 through 2014, the City of Sheboygan did not include the cash payments for opting out of the health insurance, paid to the Plaintiffs in cash, in calculating their regular rate of compensation used to calculate their overtime pay entitlement.

VI. Collective Action Factual Allegations.

52. Pursuant to 29 U.S.C. §216(b), the same collective action certification procedures are applicable for the Plaintiffs' FLSA overtime rate calculation claims, regardless of whether those claims are brought in federal or state court.

53. Named Plaintiffs bring their third count for relief under the Fair Labor Standards Act, on own behalf of themselves and all other similarly situated current and former full and part

time employees of the City of Sheboygan ("FLSA Class"), pursuant to Section 16(b) of FLSA, 29 U.S.C. §216(b).

54. The proposed FLSA Class will consist of four sub-classes: Those Plaintiffs whose over-the scale bonus payments were not included in calculating their regular rate for overtime pay, those Plaintiffs whose education bonuses were not included in calculating their regular rate for overtime pay, those Plaintiffs whose revocable Health Reimbursement Account contributions paid by the City of Sheboygan were not included in calculating their regular rate for overtime pay, and those Plaintiffs whose cash payments for opting out of the City health insurance were not included in calculating their regular rate for overtime pay.

55. At least one of the named plaintiffs is similarly situated to members of each of the proposed FLSA subclasses, in that they were subject to the City of Sheboygan's common practice, policy, or plan of (a) failing to count their over-scale bonus payments toward their regular rate for overtime pay; (b) failing to count their education bonus payments toward their regular rate for overtime pay; (c) failing to count the revocable Health Reimbursement Account contributions that they received toward their regular rate for overtime pay; and (d) failing to count their cash payments received for opting out of the City health insurance towards their regular rate for overtime pay.

56. For each of the proposed FLSA subclasses, the named plaintiff(s) are similarly situated to the remaining members of the class in that they received cash payments for overtime during the years of 2012 to 2014, so that the City of Sheboygan's identical practices, policies, and plans outlined in the prior paragraph resulted in a diminution of overtime pay received both by the named plaintiffs' and the remaining members of each of the proposed FLSA subclasses.

57. The Plaintiffs' claim for relief for violations of the FLSA may be brought and maintained as an "opt-in" collective action pursuant to Section 16(b) of FLSA, 29 U.S.C. §216(b), for prospective members of each of the four proposed FLSA subclasses that are similarly situated to the named plaintiffs, and have claims that are similar to the named plaintiffs' claims for relief under the FLSA.

58. Following the filing of this Complaint, members of the FLSA Class may sign Consent to Sue forms, and agree to "opt in" as plaintiffs to this litigation.

59. The claims of the named plaintiffs are representative of the claims of members of the FLSA Class in that they were all overtime pay eligible employees of the City of Sheboygan who did not receive the full amount of overtime pay required by the FLSA, as a result of the City of Sheboygtan's unlawful policy, procedure, or plan to exclude portions of their compensation from calculating their regular rate for overtime pay.

60 The names and addresses of the FLSA Class are available from Defendants, and notice should be provided to the FLSA Class via first class mail to their last known address as soon as possible.

VII. CLASS ACTION ALLEGATIONS PURSUANT TO WIS. STAT. §803.08.

61. Named Plaintiffs bring their Wisconsin law claims on behalf of themselves, as well as all other similarly situated and eligible current and former full time and part time employees of the City of Sheboygan, pursuant to the Wisconsin class action statute, Wis. Stat. §803.08.

62. Plaintiffs propose a Wisconsin class including five sub-classes: Plaintiffs whose health insurance premium payments were indirectly contributed towards defraying the costs of paying for the City of Sheboygan's obligations under the Wisconsin Workers' Compensation

statute, so that they did not receive the full amount of wages required by their collective bargaining agreements and/or annual reviews; Those Plaintiffs whose over-the scale bonus payments were not included in calculating their regular rate for overtime pay; those Plaintiffs whose education bonuses were not included in calculating their regular rate for overtime pay; those Plaintiffs whose revocable Health Reimbursement Account contributions paid by the City of Sheboygtan were not included in calculating their regular rate for overtime pay; and those Plaintiffs whose cash payments for opting out of the City health insurance were not included in calculating their regular rate for overtime pay.

63. The Plaintiffs' claims against the Defendants present questions of common and general interest to all of the Plaintiffs including whether the City of Sheboygan indirectly used deductions from the employees' wages towards its costs of fulfilling its obligations under the Wisconsin Workers Compensation statutes; whether as a result the monies indirectly used to fund Sheboygan's obligations under the Wisconsin Workers Compensation statutes can no longer count as wages paid by the City of Sheboygan to the Plaintiffs, whether the Plaintiffs as a result have received the full amount of wages required by Wis. Stat. §109.03(1) and (5); and whether the City of Sheboygan is permitted by Wisconsin law to exclude certain bonuses, Health Reimbursement Account, and insurance opt-out payments, when calculating the Plaintiffs' regular rate used to calculate their overtime pay.

64. City of Sheboygan employs and employed several hundred employees who paid health insurance premiums to the City of Sheboygan through payroll deductions at all times between 2011 and 2014.

65. During payroll weeks within the past two years, the City of Sheboygan employed at a minimum dozens of employees who received the Over the Scale Bonuses, worked at least

one hour of overtime for which he was paid in cash during a year in which they received the bonuses, and did not receive the correct amount of overtime pay as a result of the City of Sheboygan's unlawful exclusion of the bonuses from calculating the regular rate for the Plaintiffs.

66. During payroll weeks within the past two years, the City of Sheboygan employed at a minimum dozens of employees who received education bonuses, worked at least one hour of overtime for which he was paid in cash during a year in which they received the education bonuses, and did not receive the correct amount of overtime pay as a result of the City of Sheboygan's unlawful exclusion of the bonuses from calculating the regular rate for the Plaintiffs.

67. During payroll weeks within the past two years, the City of Sheboygan employed at a minimum dozens of employees who received the revocable Health Reimbursement Account contributions, worked at least one hour of overtime which he was paid in cash during a year in which they received the contributions, and did not receive the correct amount of overtime pay as a result of the City of Sheboygan's unlawful exclusion of said contributions from calculating the regular rate for the Plaintiffs.

68. During payroll weeks within the past two years, the City of Sheboygan employed at a minimum dozens of employees who received an annual cash payment for opting out of the City health insurance, worked at least one hour of overtime for which he was paid in cash during a year in which they received the cash payment, and did not receive the correct amount of overtime pay as a result of the City of Sheboygan's unlawful exclusion of said annual cash payment from calculating the regular rate for the Plaintiffs.

69. For each of the five proposed subclasses of the Plaintiff's §803.08 class, there are

dozens if not hundreds of members of the proposed subclasses, so that the members of each of the proposed subclasses are very numerous, and it would be impractical to bring all of the Plaintiffs before the Court as individual and separate plaintiffs.

70. The Plaintiffs are adequate representatives of the class in that for each subclass the named class representatives lost legally required compensation as a result of the same City of Sheboygan policies as the remaining members of the subclass, have a direct financial interest in obtaining affirmative answers to the common questions listed in paragraph 65 of the complaint, and have retained experienced and competent counsel to represent the class.

71. The benefits of the class action far outweigh any burdens it would impose in that each of the common questions posed by paragraph 65 of the Complaint can be resolved as a question of law, on a class-wide basis, and based upon largely undisputed background facts; and given that the amount of damages that the Plaintiffs have sustained can be calculated using the payroll and insurance contribution records maintained by the City of Sheboygan.

72. Additionally, given that the amount of damages that individual Plaintiffs have suffered as a result of the Defendant's violation of Wisconsin wage and hour laws are small, when compared to the likely costs of litigating the Plaintiffs' claims against the Defendant, a class action is the only available procedure to make judicial resolution available for the claims of all Plaintiffs; and to ensure that the claims of the Plaintiffs are resolved in a uniform manner, rather than through hundreds of mini-trials resolving the identical factual and legal issues.

Count I. Failure to Pay Full Amount of Wages Required by Law In Violation of Wis. Stat. §109.03(1) and (5).

73. Plaintiffs re-allege, and incorporate by reference, the allegations contained in paragraphs 1-72 of the Complaint.

74. The City of Sheboygan transferred monies from the Health Fund, including

employee health and dental insurance premium payments, into the Workers Comp Fund, so that the transferred monies could be, and were used to defray its expenses of complying with its obligations imposed by the Wisconsin Workers' Compensation statute, during at least 2012 and 2013, and upon information and belief in 2014 as well.

75. Pursuant to Wis. Stat. §102.16(3), no wage deductions from the paychecks of employees may be used, directly or indirectly, for the purpose of discharging an employer's obligations imposed by the Wisconsin Workers' Compensation statute.

76. Plaintiff health and dental insurance premium payments, upon their transfer from the Health Fund to the Workers Comp Fund, could no longer constitute wages paid by the City of Sheboygan to its employees.

77. Pursuant to Wis. Stat. §109.03(1) and (5), an employer is required to pay to its employees the full amount of wages owed to them, and no agreement between an employer and either its employees or their bargaining representative can waive the employees' right to the full amount of wages owed to them.

78. Wis. Stat. §109.03(1) and (5) authorizes the collection of wages which became unpaid long after the work that earned the wages had been performed.

79. The City of Sheboygan is required by its collective bargaining agreements, policies, and annual reviews to pay to the Plaintiffs wages at the rates promised to them, for each and every hour that they performed work for the City of Sheboygan.

80. Once a portion of the Plaintiffs' health and dental insurance contributions were transferred by the City of Sheboygan to its Self-Insured Workers Comp Fund, so that he transferred contributions could no longer count towards wages paid by the City of Sheboygan to its employees, the Plaintiffs were no longer receiving the full amount of wages promised by the

City of Sheboygan through its collective bargaining agreements, policies and annual reviews.

81. The Plaintiffs are therefore entitled to recover from the City of Sheboygan the full amount of the difference between the wages that they have received from the City of Sheboygan, once the transfers from the Health Self Insurance Fund to the Workers Compensation Fund during the years of 2012 to 2014 have been taken into account; and the amount of wages that they are entitled to receive, calculated using the rates promised by the City of Sheboygan through its collective bargaining agreements, policies, and annual reviews.

82. The amount of total wages owed to the Plaintiffs equal the full amount of active employee health and dental insurance premium payments transferred by the City of Sheboygan from the Health Fund to the Workers' Comp Fund.

83. In addition, the Plaintiffs are entitled to 50% increased damages for all of their unpaid wages, plus their reasonable attorneys fees and costs of prosecuting their wage claim.

II. Failure to Pay Correct Amount of Overtime Pay under Wisconsin law.

84. Plaintiffs re-allege, and incorporate by reference, the allegations contained in paragraphs 1-83 of the complaint.

85. DWD §274.03 provides that for all hours worked over 40 per week, all employees shall receive overtime pay equal to at least one and one half his regular rate. All overtime wages required to be paid by the DWD regulations are enforceable through a lawsuit brought under Wis. Stat. §109.03(5).

86. While no Wisconsin statutes or regulations have defined what constitutes the employees' regular rate, DWD §274.03 is identically worded to 29 U.S.C. §207(a)((2)(C), the provision of the Fair Labor Standards Act requiring the calculation of overtime pay using the employee's regular rate. The same definition of the regular rate under the FLSA therefore is also

applicable, when interpreting DWD §274.03 and Wis. Stat. §109.03(5).

87. 29 U.S.C. §207(e) defines the sums paid by the employer to its employees, which can be excluded from determining the regular rate at which the employee is employed. Under §207(e)(3), bonus payments can be excluded from the determination of the regular rate only if they are discretionary rather than mandatory, and only if the bonus payments are determined at or near the end of the period of work for which the bonus serves as payment.

88. Applying §207(e)(3) as interpreted by the United States Department of Labor, the Over-the Scale Bonuses received by the Plaintiffs in 2012 must be included in calculating the Plaintiffs' regular rate because it was a mandatory, rather than a discretionary bonus.

89. Similarly, the Over-the-Scale Bonuses received by the Plaintiffs in 2013 and 2014 were in most cases determined long before the end of the calendar year, the period of work for which the bonus payments served as compensation. The Over-the-Scale bonuses received by the Plaintiffs in 2013 and 2014 therefore must also be included in calculating the Plaintiffs' regular rate.

90. The education bonuses received by the Plaintiffs must be included in calculating the Plaintiffs' regular rate in that they were mandatory rather than discretionary payments, were not designed to compensate the Plaintiffs for periods when no work was performed, were paid directly by the City of Sheboygan to the Plaintiffs rather than to a trustee or third person, were not paid pursuant to a bona fide plan to provide pension or welfare benefits to the Plaintiffs, and were not paid for the Plaintiffs' work during overtime, weekend, or other hours outside the regular established workday or workweek.

91. The cash payments received by the Plaintiffs for opting out of the City health insurance must be included in calculating the Plaintiffs' regular rate in that they were mandatory

rather than discretionary payments, were not designed to compensate the Plaintiffs for periods when no work was performed, were paid directly by the City of Sheboygan to the Plaintiffs rather than to a trustee or third person, were not paid pursuant to a bona fide plan to provide pension or welfare benefits to the Plaintiffs, and were not paid for the Plaintiffs' work during overtime, weekend, or other hours outside the regular established workday or workweek.

92. The Health Reimbursement Account contributions that the City of Sheboygan made to the Plaintiffs cannot constitute irrevocable contributions within the meaning of §207(e)(4), when the Plaintiffs would lose their right to access the contributions, once they were terminated for cause.

93. The Health Reimbursement Account Contributions therefore must be included in calculating the Plaintiffs' regular rate.

94. By failing to comply with the requirements outlined in paragraphs 87 to 93 of the Complaint, the City of Sheboygan paid overtime pay to the plaintiffs at a rate lower than one and one half times the regular rate at which they are employed, for their hours worked over 40 per week that were paid by the City of Sheboygan in cash, in violation of DWD §274.03 and Wis. Stat. §109.03(1) and (5).

95. The Plaintiffs are eligible for, in addition to all overtime pay required by law, 50% of the unpaid overtime pay as increased damages under Wis. Stat. §109.11(2); as well as their actual attorneys fees and costs incurred by prosecuting their wage claims against the City of Sheboygan pursuant to Wis. Stat. §109.03(6).

III. Failure to Pay Correct Amount of Overtime Pay Under FLSA.

96. Plaintiffs reallege, and incorporate by reference, the allegations contained in paragraphs 1-95 of the complaint.

97. By failing to include the Over-the Scale Bonuses, Education Bonuses, Revocable Health Reimbursement Account contributions, and cash payments for opting out of the health insurance in the calculation of the Plaintiffs' regular rate for overtime pay, the City of Sheboygan violated 29 U.S.C. §207(a)(2)(C), for the same reasons that its calculation of the regular rate also violated parallel provisions of Wisconsin law.

98. The City of Sheboygan's violation of §207(a)(2)(C) is willful in that it should have known, by conducting a minimal investigation into the exemptions outlined by §207(e) and regulations of the Department of Labor interpreting the exemptions, that non-discretionary bonus payments, discretionary bonus payments that the employees were told they would receive long before the end of the time period covered by the bonus payments, annual education bonuses, revocable health insurance contributions, and cash payments to the employee for declining the City's health insurance are not included within the exemptions listed in §207(e).

99. The Plaintiffs' FLSA claims are therefore subject to the longer three year statute of limitations to seek redress for the City of Sheboygan's willful violations of the FLSA.

100. The Plaintiffs are entitled to receive, in addition to all wages owed to them under the FLSA, 100% of the owed wages as liquidated damages, plus their reasonable attorneys fees and costs of prosecuting their FLSA claims.

WHEREFORE, the Plaintiffs respectfully move the Court to enter an order that:

1. Certifies each of the collective and Wis. Stat. §803.08 classes outlined in this complaint;

2. Awards to the Plaintiffs all wages, liquidated damages and increased wages, and attorneys fees and costs prayed for by the complaint;

3. Awards to the Plaintiffs such other and further relief as the Court deems just and

proper.

Dated this 19th day of December, 2014.

Yingtao Ho (State Bar No. 1045418)
THE PREVIANT LAW FIRM, S.C.
1555 North RiverCenter Drive, Suite 202
Milwaukee, WI 53212
(414) 271-4500

ATTORNEYS FOR PLAINTIFFS

Sheboygan. I understand that this consent will be filed simultaneously with a lawsuit against the City of Sheboygan to recover unpaid overtime compensation, retaliation damages, liquidated damages, and other damages and relief available under the Fair Labor Standards Act, 29 U.S.C. §201 *et seq.* This written consent is intended to serve as my consent in writing to join in this lawsuit and become a party plaintiff as required by 29 U.S.C. § 216(b).

During the last two years as well as the last three years, I have worked for the City of Sheboygan in excess of forty (40) hours in individual work weeks and I have not been paid all of the overtime wages owed to me pursuant to 29 U.S.C. §201 *et seq.*

By signing and returning this consent to sue, I understand that I will be represented by The Previant Law Firm, s.c.

Full Legal Name: DANIEL J. GILBERTSON Dated: 12-19-14

Signed: Daniel J. Gilbertson

II

Other Matters

9.2

R. O. No. 283 - 15 - 16. By CITY CLERK. February 15, 2016.

Submitting a Summons and Complaint in the matter of U.S. Bank National Association v Lake Michigan Rentals, LLC.

Finance

City Clerk

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

U.S. Bank National Association
200 South Sixth Street, EP-MN-L22F
Minneapolis, MN 55402,

Plaintiff,

v.

Lake Michigan Rentals, LLC
1628 North 12th Street
Sheboygan, WI 53081,

City of Sheboygan
Department of City Development
828 Center Avenue, Suite 104
Sheboygan, WI 53081,

Defendants.

Case Class Code: 30404
Foreclosure of Mortgage

CIRCUIT COURT BRANCH 4
REBECCA PERSICK
615 NORTH SIXTH STREET
SHEBOYGAN WI 53081

SUMMONS

Case No. 16CV0050

FILED
DEC 15 P 3:18
CIRCUIT COURT

THE STATE OF WISCONSIN TO EACH DEFENDANT NAMED ABOVE:

You are hereby notified that the Plaintiff above-named 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, 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 Clerk of Court, Sheboygan County Courthouse, 615 North Sixth Street, Sheboygan, WIn 53081, and to Kristine K. Nogosek, Plaintiff's attorney, at Stein & Moore, 332 Minnesota Street, Suite W-1650, St. Paul, MN 55101. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you 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 now own or in the future, and may also be enforced by garnishment or seizure of property. (Notwithstanding the foregoing, the State of Wisconsin, if a defendant herein, has 45 days to respond; if the United States is a defendant, it has 60 days.)

STEIN & MOORE, P.A.

Date: Feb. 9, 2016

By: _____

Kristine K. ~~Nógosek,~~ I.D. #1076967
Attorneys for Plaintiff
332 Minnesota Street
Suite W-1650
St. Paul, MN 55101
(651) 224-9683

Notice Pursuant to the Fair Debt Collection Practices Act: This communication is from a debt collector and is an attempt to collect a debt. Any information obtained will be used for that purpose.

STATE OF WISCONSIN | CIRCUIT COURT | SHEBOYGAN COUNTY

U.S. Bank National Association
200 South Sixth Street, EP-MN-L22F
Minneapolis, MN 55402,

Plaintiff,

v.

Lake Michigan Rentals, LLC
1628 North 12th Street
Sheboygan, WI 53081,

City of Sheboygan
Department of City Development
828 Center Avenue, Suite 104
Sheboygan, WI 53081,

Defendants.

Case Class Code: 30404
Foreclosure of Mortgage

COMPLAINT

Case No. 16CV0050

Plaintiff, for its cause of action against the Defendants above-named, alleges and shows to the Court as follows:

1. Plaintiff is a national banking association under the laws of the United States and is successor by merger to U.S. Bank National Association, N.D. whose address is stated above.

2. This action pertains to real estate legally described in **Exhibit A** attached hereto (the "Property").

3. The Property is owned of record by Lake Michigan Rentals, LLC.

4. On March 18, 2005, Lake Michigan Rentals, LLC duly executed and delivered to Plaintiff a debt instrument promising to pay to Plaintiff the amount of $45,000.00, a true and correct copy of which is attached hereto as **Exhibit B**. The debt instrument dated March 18, 2005 was modified in writing by the parties on March 24, 2010 and December 11, 2013, true and correct copies of which are attached hereto as **Exhibit C**.

5. To secure payment of the debt, Susan K. Phillips, a Member of Lake Michigan Rentals, LLC executed and delivered to Plaintiff on March 18, 2005, a mortgage under which it mortgaged the Property. A true and correct copy of the mortgage is attached hereto as **Exhibit D**. The mortgage was recorded as is shown on the recording stamp thereon.

6. Lake Michigan Rentals, LLC has failed to comply with the terms and conditions of the note and mortgage by failing to pay the note in full on March 18, 2015, the date of maturity.

7. The amount due is shown on **Exhibit E**, and will increase by additional charges authorized in the loan documents, including daily interest of $5.05991. The note and mortgage by their terms provide that Plaintiff is entitled to be paid its costs and reasonable attorney's fees.

8. No proceedings have been had at law or otherwise for the recovery of the sum secured by the mortgage.

9. The Property consists of a one to four family dwelling. The Property is 20 acres or less and cannot be sold in part or parcel without material injury to the rights of Plaintiff.

10. Pursuant to §846.101 or §846.103, Wis. Stats., and an election contained in the mortgage, Plaintiff hereby elects to waive judgment for any deficiency which may remain after the sale of the Property, and agrees that Lake Michigan Rentals, LLC may remain in possession of the Property and be entitled to the rents, issues and profits to the date of confirmation of sale by the Court unless it abandons the Property.

11. The other Defendant has or may claim to have an interest in the Property, as set forth more fully in the liens identified in **Exhibit F** attached hereto, but that said interests are subject and subordinate to Plaintiff's mortgage.

WHEREFORE, Plaintiff demands judgment as follows:

1. Determining the amount owed to Plaintiff, inclusive of costs and attorneys' fees, and directing the sale of the Property if no redemption is made within time provided by law;
2. Providing that Plaintiff may advance additional amounts hereafter with respect to the Property as allowed by the subject mortgage and by law, which shall thereafter be added to the amount due;
3. That Defendants and any others in possession of the Property be enjoined from committing waste thereon or doing anything which may impair the value of the Property;
4. That Defendants and all persons claiming under them be barred and foreclosed of all right, claim and interest in the Property except the right to redeem; and
5. For such other and further order, judgment or relief as is provided by law in such case, and as may be just and equitable.

STEIN & MOORE, P.A.

Date: Feb. 2, 2016

By: _____

Kristine K. Nogosek, I.D. #1076967
Attorneys for Plaintiff
332 Minnesota Street
Suite W-1650
St. Paul, MN 55101
(651) 224-9683

Notice Pursuant to the Fair Debt Collection Practices Act: This communication is from a debt collector and is an attempt to collect a debt. Any information obtained will be used for that purpose.

SCHEDULE A - COMMITMENT FOR TITLE INSURANCE

File #:807105

Knight Barry Title Advantage LLC
514 S. 8th Street
Sheboygan, WI 53081
920-459-0733
Fax:920-459-0734

Refer Inquiries to: Donna Pikula (dpikula@knightbarry.com)

Completed on:1/5/16 10:21 am
Last Revised on:1/5/16 10:21 am
Printed on:1/5/16 10:28 am

Prepared for: Pam Stevens (pstevens@steinmoore.com)
Stein & Moore, P.A.
First National Bank Building
332 Minnesota Street
St. Paul, MN 55101

EXHIBIT A

Effective date: December 22, 2015 at 8:00 am

1. Policy (or Policies) to be issued:

(a) ALTA Owner's Policy (6/17/2006) Proposed Insured:	Policy Amount:
Plaintiff named or to be named in the foreclosure action called for in Schedule B-Section I	$15,000.00
(b) ALTA Loan Policy (6/17/2006) Proposed Insured:	Policy Amount not to exceed:
NONE	$0.00

2. Title to the fee simple estate or interest in the land described or referred to in this Commitment is at the Effective Date of record in:

Lake Michigan Rentals, LLC, a Wisconsin limited liability company

3. The land referred to in the Commitment is described as follows:

The North 45 feet of Lot 42, except that part taken for North 12th Street, in Blockis Subdivision Lots A & B Bates Addition, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

FOR INFORMATIONAL PURPOSES ONLY:

Property Address: 1628 N. 12th St., Sheboygan, WI 53081

Tax Key Number: 59281707850

EXHIBIT
Letter B

usbank

For Bank Use Only	Reviewed by
Due MARCH 18, 2010	
Customer # [redacted]	Loan # 18

INSTALLMENT OR SINGLE PAYMENT NOTE

$ 45,000.00 MARCH 18, 2005

FOR VALUE RECEIVED, the undersigned borrower (the "Borrower"), promises to pay to the order of U.S. BANK N.A. (the "Bank"), the principal sum of FORTY-FIVE THOUSAND AND NO/100.

Dollars ($ 45,000.00) (the "Loan Amount").

1. Terms for Advance(s). [Choose One:]

☒ Single Advance.

☐ Multiple Advances. Prior to n/a or the earlier termination hereof, the Borrower may obtain advances from the Bank under this Installment or Single Payment Note (the "Note") in an aggregate amount not exceeding the Loan Amount. Although this Note is expressed as payable in the full Loan Amount, the Borrower will be obligated to pay only the amounts actually disbursed hereunder, together with accrued interest on the outstanding balance at the rates and on the dates specified therein and such other charges provided for herein.

2. Interest.
The unpaid principal balance will bear interest at an annual rate of 7.750%.

3. Payment Schedule.
Principal and interest are payable in 59 installments of $372.63 each, beginning APRIL 18, 2005, and on the same date of each CONSECUTIVE month thereafter (except that if a given month does not have such a date, the last day of such month), plus a final payment equal to all unpaid principal and accrued interest on MARCH 18, 2010, the maturity date.

4. Closing Fee. ☐ If checked here, the Borrower will pay the Bank a one-time closing fee of $ n/a contemporaneously with execution of this Note. This fee is in addition to all other fees, expenses and other amounts due hereunder.

5. Late Payment Fee. Subject to applicable law, if any payment is not made on or before its due date, the Bank may collect a delinquency charge of 5.00 % of the unpaid amount. Collection of the late payment fee shall not be deemed to be a waiver of the Bank's right to declare a default hereunder.

6. Calculation of Interest. Interest will be computed for the actual number of days principal is unpaid, using a daily factor obtained by dividing the stated interest rate by 360.

7. Default Interest Rate. Notwithstanding any provision of this Note to the contrary, upon any default or at any time during the continuation thereof (including failure to pay upon maturity), the Bank may, at its option and subject to applicable law, increase the interest rate on this Note to a rate of 5% per annum plus the interest rate otherwise payable hereunder. Notwithstanding the foregoing and subject to applicable law, upon the occurrence of a default by the Borrower or any guarantor involving bankruptcy, insolvency, receivership proceedings or an assignment for the benefit of creditors, the interest rate on this Note shall automatically increase to a rate of 5% per annum plus the rate otherwise payable hereunder.

8. Maximum Rate. In no event will the interest rate hereunder exceed that permitted by applicable law. If any interest or other charge is finally determined by a court of competent jurisdiction to exceed the maximum amount permitted by law, the interest or charge shall be reduced to the maximum permitted by law, and the Bank may credit any excess amount previously collected against the balance due or refund the amount to the Borrower.

9. Additional Terms. This Note may be prepaid at any time upon payment of all principal, interest, fees and expenses in connection with this Note including, to the extent permitted by law, payment of $250 for the early termination of this Note. Any permitted prepayment shall be in an amount equal to the remaining entire principal balance of the loan.

10. Financial Information . The Borrower will (i) maintain accounting records in accordance with generally recognized and accepted principles of accounting consistently applied throughout the accounting periods involved; (ii) provide the Bank with such information concerning its business affairs and financial condition (including insurance coverage) as the Bank may reasonably request; and (iii) without request, provide the Bank with annual financial statements prepared by an accounting firm acceptable to the Bank within 120 days of the end of each fiscal year.

11. Credit Balances; Setoff. As additional security for the payment of the obligations described in this Note or any document securing or related to the loan evidenced by this Note (collectively the "Loan Documents") and any other obligations of the Borrower to the Bank of any nature whatsoever (collectively the "Obligations"), the Borrower hereby grants to the Bank a security interest in, a lien on and an express contractual right to set off against all depository account balances, cash and any other property of the Borrower now or hereafter in the possession of the Bank and the right to refuse to allow withdrawals from any account (collectively "Setoff"). The Bank may, at any time upon the occurrence of a default hereunder (notwithstanding any notice requirements or grace/cure periods under this or other agreements between the Borrower and the Bank) Setoff against the Obligations whether or not the Obligations (including future installments) are then due or have been accelerated, all without any advance or contemporaneous notice or demand of any kind to the Borrower, such notice and demand being expressly waived.

12. Advances and Paying Procedure. The Bank is authorized and directed to credit any of the Borrower's accounts with the Bank (or to the account the Borrower designates in writing) for all loans made hereunder, and the Bank is authorized to debit such account or any other account of the Borrower with the Bank for the amount of any principal, interest or expenses due under the Note or other amount due hereunder on the due date with respect thereto. Payments due under the Note and other Loan Documents will be made in lawful money of the United States. All payments may be applied by the Bank to principal, interest and other amounts due under the Loan Documents in any order which the Bank elects. If, upon any request by the Borrower to the Bank to issue a wire transfer, there is an inconsistency between the name of the recipient of the wire and its identification number as specified by the Borrower, the Bank may, without liability, transmit the payment via wire based solely upon the identification number.

13. Defaults. Notwithstanding any cure periods described below, the Borrower shall immediately notify the Bank in writing when the Borrower obtains knowledge of the occurrence of any default specified below. Regardless of whether the Borrower has given the required notice, the occurrence of one or more of the following shall constitute a default:

(a) Nonpayment. The Borrower shall fail to pay (i) any interest due on this Note or any fees, charges, costs or expenses under the Loan Documents by 5 days after the same becomes due; or (ii) any principal amount of this Note when due.

(b) Nonperformance. The Borrower or any guarantor of the Borrower's Obligations to the Bank ("Guarantor") shall fail to perform or observe any agreement, term, provision, condition, or covenant (other than a default occuring under (a), (c), (d), (e), (f) or (g) of this paragraph 13) required to be performed or observed by the Borrower or any Guarantor hereunder or under any other Loan Document or other agreement with or in favor of the Bank.

(c) Misrepresentation. Any financial information, statement, certificate, representation or warranty given to the Bank by the Borrower or any Guarantor (or any of their representatives) in connection with entering into this Note or the other Loan Documents and/or any borrowing thereunder, or required to be furnished under the terms thereof, shall prove untrue or misleading in any material respect (as determined by the Bank in the exercise of its judgment) as of the time when given.

(d) Default on Other Obligations. The Borrower or any Guarantor shall be in default under the terms of any loan agreement, promissory note, lease, conditional sale contract or other agreement, document or instrument evidencing, governing or securing any indebtedness owing by the Borrower or any Guarantor to the Bank or any indebtedness in excess of $10,000 owing by the Borrower to any third party, and the period of grace, if any, to cure said default shall have passed.

(e) Judgments. Any judgment shall be obtained against the Borrower or any Guarantor which, together with all other outstanding unsatisfied judgments against the Borrower (or such Guarantor), shall exceed the sum of $10,000 and shall remain unvacated, unbonded or unstayed for a period of 30 days following the date of entry thereof.

(f) Inability to Perform; Bankruptcy/Insolvency. (i) The Borrower or any Guarantor shall die or cease to exist; or (ii) any Guarantor shall attempt to revoke any guaranty of the Obligations described herein, or any guaranty becomes unenforceable in whole or in part for any reason; or (iii) any bankruptcy, insolvency or receivership proceedings, or an assignment for the benefit of creditors, shall be commenced under any Federal or state law by or against the Borrower or any Guarantor; or (iv) the Borrower or any Guarantor shall become the subject of any out-of-court settlement with its creditors; or (v) the Borrower or any Guarantor is unable or admits in writing its inability to pay its debts as they mature; or (vi) if the Borrower is a limited liability company, any member thereof shall withdraw or otherwise become disassociated from the Borrower.

(g) Adverse Change; Insecurity. (i) There is a material adverse change in the business, properties, financial condition or affairs of the Borrower or any Guarantor, or in any collateral securing the Obligations; or (ii) the Bank in good faith deems itself insecure.

14. Termination of Loans; Additional Bank Rights. Upon the occurrence of any of the events identified in paragraph 13, the Bank may at any time (notwithstanding any notice requirements or grace/cure periods under this or other agreements between the Borrower

and the Bank) (i) immediately terminate its obligation, if any, to make additional loans to the Borrower; (ii) Setoff; and/or (iii) take such other steps to protect or preserve the Bank's interest in any collateral, including without limitation, notifying account debtors to make payments directly to the Bank, advancing funds to protect any collateral and insuring collateral at the Borrower's expense; all without demand or notice of any kind, all of which are hereby waived.

15. **Acceleration of Obligations.** Upon the occurrence of any of the events identified in paragraph 13(a) through 13(e) and 13(g), and the passage of any applicable cure periods, the Bank may at any time thereafter, by written notice to the Borrower, declare the unpaid principal balance of any Obligations, together with the interest accrued thereon and other amounts accrued hereunder and under the other Loan Documents, to be immediately due and payable; and the unpaid balance shall thereupon be due and payable, all without presentation, demand, protest or further notice of any kind, all of which are hereby waived, and notwithstanding anything to the contrary contained herein or in any of the other Loan Documents. Upon the occurrence of any event under paragraph 13(f), the unpaid principal balance of any Obligations, together with all interest accrued thereon and other amounts accrued hereunder and under the other Loan Documents, shall thereupon be immediately due and payable, all without presentation, demand, protest or notice of any kind, all of which are hereby waived, and notwithstanding anything to the contrary contained herein or in any of the other Loan Documents. Nothing contained in paragraph 13 or 14 or this paragraph shall limit the Bank's right to Setoff as provided in this Note.

16. **Collateral.** This Note is secured by any and all security interests, pledges, mortgages/deeds of trust (except any mortgage/deed of trust expressly limited by its terms to a specific obligation of Borrower to Bank) or liens now or hereafter in existence granted to the Bank to secure indebtedness of the Borrower to the Bank (unless prohibited by law), including, without limitation, as described in the following documents: MORTGAGE / DEED OF TRUST DATED 03/18/2005

17. **Guaranties.** This Note is guaranteed by each and every guaranty now or hereafter in existence guarantying the indebtedness of the Borrower to the Bank (except for any guaranty expressly limited by its terms to a specific separate obligation of Borrower to the Bank) including, without limitation, the following: SUSAN K PHILLIPS

18. **Additional Bank Rights.** Without affecting the liability of any Borrower, endorser, surety or guarantor, the Bank may, without notice, renew or extend the time for payment, accept partial payments, release or impair any collateral security for the payment of this Note, or agree not to sue any party liable on it.

19. **Warranties.** The Borrower makes the following warranties: (A) This Note and the other Loan Documents are the legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their terms. (B) The execution, delivery and performance of this Note and all other Loan Documents to which the Borrower is a party (i) are within the borrower's power; (ii) have been duly authorized by all appropriate entity action; (iii) do not require the approval of any governmental agency; and (iv) will not violate any law, agreement or restriction by which the Borrower is bound. (C) If the Borrower is not an individual, the Borrower is validly existing and in good standing under the laws of its state of organization, has all requisite power and authority and possesses all licenses necessary to conduct its business and own its properties.

20. **Waivers; Relationship to Other Documents.** All Borrowers, endorsers, sureties and guarantors waive presentment, protest, demand, and notice of dishonor. No delay on the part of the Bank in exercising any right, power or privilege hereunder or under any of the other Loan Documents will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege hereunder preclude other or further exercise thereof or the exercise of any other right, power or privilege. The warranties, covenants and other obligations of the Borrower (and rights and remedies of the Bank) in this Note and all related documents are intended to be cumulative and to supplement each other.

21. **Expenses and Attorneys' Fees.** Upon demand, the Borrower will immediately reimburse the Bank and any participant in the Obligations ("Participant") for all attorneys' fees and all other costs, fees and out-of-pocket disbursements incurred by the Bank or any Participant in connection with the preparation, execution, delivery, administration, defense and enforcement of this Note or any of the other Loan Documents, including attorneys' fees and all other costs and fees (a) incurred before or after commencement of litigation or at trial, on appeal or in any other proceeding, (b) incurred in any bankruptcy proceeding and (c) related to any waivers or amendments with respect thereto (examples of costs and fees include but are not limited to fees and costs for: filing, perfecting or confirming the priority of the Bank's lien, title searches or insurance, appraisals, environmental audits and other reviews related to the Borrower, any collateral or the loans, if requested by the Bank). The Borrower will also reimburse the Bank and any Participant for all costs of collection before and after judgment, and the costs of preservation and/or liquidation of any collateral.

22. **Applicable Law and Jurisdiction; Interpretation; Joint Liability; Severability.** This Note and all other Loan Documents shall be governed by and interpreted in accordance with the internal laws of the State of WISCONSIN, except to the extent superseded by Federal law. THE BORROWER HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT SITUATED IN THE COUNTY OR FEDERAL JURISDICTION OF THE BANK'S BRANCH WHERE THE LOAN WAS ORIGINATED, AND WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS, WITH REGARD TO ANY ACTIONS, CLAIMS, DISPUTES OR PROCEEDINGS RELATING TO THIS NOTE, THE COLLATERAL, ANY OTHER LOAN DOCUMENT, OR ANY TRANSACTIONS ARISING THEREFROM, OR ENFORCEMENT AND/OR INTERPRETATION OF ANY OF THE FOREGOING. Nothing herein shall affect the Bank's rights to serve process in any manner permitted by law, or limit the Bank's right to bring proceedings against the Borrower in the competent courts of any other jurisdiction or jurisdictions. This Note, the other Loan Documents and any amendments hereto (regardless of when executed) will be deemed effective and accepted only upon the Bank's receipt of the executed originals thereof. If there is more than one Borrower, the liability of the Borrowers shall be joint and several, and the reference to "Borrower" shall be deemed to refer to all Borrowers. Invalidity of any provision of this Note shall not affect the validity of any other provision.

23. **Successors.** The rights, options, powers and remedies granted in this Note and the other Loan Documents shall be binding upon the Borrower and the Bank and their respective successors and assigns, and shall inure to the benefit of the Borrower and the Bank and the successors and assigns of the Bank, including without limitation any purchaser of any or all of the rights and obligations of the Bank under the Note and the other Loan Documents. The Borrower may not assign its rights or obligations under this Note or any other Loan Documents without the prior written consent of the Bank.

24. **Disclosure.** The Bank may, in connection with any sale or potential sale of all or any interest in the Note and other Loan Documents, disclose any financial information the Bank may have concerning the Borrower to any purchaser or potential purchaser. From time to time, the Bank may, in its discretion and without obligation to the Borrower, any Guarantor or any other third party, disclose information about the Borrower and this loan to any Guarantor, surety or other accommodation party. This provision does not obligate the Bank to supply any information or release the Borrower from its obligation to provide such information, and the Borrower agrees to keep all Guarantors, sureties or other accommodation parties advised of its financial condition and other matters which may be relevant to their obligations to the Bank.

25. **Copies; Entire Agreement; Modification.** The Borrower hereby acknowledges the receipt of a copy of this Note and all other Loan Documents. This Note is a "transferable record" as defined in applicable law relating to electronic transactions. Therefore, the holder of this Note may, on behalf of Borrower, create a microfilm or optical disk or other electronic image of this Note that is an authoritative copy as defined in such law. The holder of this Note may store the authoritative copy of such Note in its electronic form and then destroy the paper original as part of the holder's normal business practices. The holder, on its own behalf, may control and transfer such authoritative copy as permitted by such law.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING, EXPRESSING CONSIDERATION AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF THIS AGREEMENT MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE EFFECTIVE WITH RESPECT TO ALL OTHER CREDIT AGREEMENTS NOW IN EFFECT BETWEEN BORROWER AND THE BANK. A MODIFICATION OF ANY OTHER CREDIT AGREEMENTS NOW IN EFFECT BETWEEN BORROWER AND THE BANK, WHICH OCCURS AFTER RECEIPT BY BORROWER OF THIS NOTICE, MAY BE MADE ONLY BY ANOTHER WRITTEN INSTRUMENT. ORAL OR IMPLIED MODIFICATIONS TO SUCH CREDIT AGREEMENTS ARE NOT ENFORCEABLE AND SHOULD NOT BE RELIED UPON.

28. **Waiver of Jury Trial. TO THE EXTENT PERMITTED BY LAW, THE BORROWER AND THE BANK HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO ANY OF THE LOAN DOCUMENTS, THE OBLIGATIONS THEREUNDER, ANY COLLATERAL SECURING THE OBLIGATIONS, OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. THE BORROWER AND THE BANK EACH REPRESENTS TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.**

27. **Attachments.** All documents attached hereto, including any appendices, schedules, riders, and exhibits to this Installment or Single Payment Note, are hereby expressly incorporated by reference.

(Individual Borrower)

_____

Borrower Name N/A

_____

Borrower Name N/A

LAKE MICHIGAN RENTALS, LLC
Borrower Name (Organization)

a WISCONSIN limited liability company

By _____

Name and Title SUSAN K PHILLIPS, MEMBER

By _____

Name and Title _____

Borrower Address: 1702 E MARION STREET, SHOREWOOD, WI 53211

Borrower Telephone No.: 414-962-8475

EXHIBIT
C

usbank

For Bank Use Only	Reviewed by
Due MARCH 18, 2015	
Customer # [redacted]	Loan # 18

AMENDMENT TO NOTE

This amendment (the "Amendment"), dated as of the date specified below, is by and between the borrower (the "Borrower") and the bank (the "Bank") identified below.

RECITALS

A. The Borrower has executed a Note (the "Note"), payable to the Bank dated MARCH 18, 2005, and as amended and replaced from time to time, and the Borrower (and if applicable, certain third parties) have executed the collateral documents which may or may not be identified in the Note and certain other related documents (collectively the "Loan Documents"), setting forth the terms and conditions upon which the Borrower may obtain loans from the Bank from time to time in the stated amount of $ 45,000.00, as may be amended from time to time.

B. The Borrower has requested that the Bank permit certain modifications to the Note as described below.

C. The Bank has agreed to such modifications, but only upon the terms and conditions outlined in this Amendment.

AGREEMENT

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Borrower and the Bank agree as follows:

☒ **Change in Payment Schedule.** If checked here, effective upon the date of this Amendment, any payment terms are amended as follows:

Principal and interest are payable in installments of $344.72 each, beginning APRIL 18, 2010, and on the same date of each consecutive month thereafter (except that if a given month does not have such a date, the last day of such month), plus a final payment equal to all unpaid principal and accrued interest on MARCH 18, 2015, the maturity date.

[X] **Change in Interest Rate.** If checked here, effective upon the date of this Amendment, interest payable under the Note is amended as follows:

The unpaid principal balance will bear interest at an annual rate of 7.000%.

[X] **Change in Prepayment Terms.** If checked here, this Note may be prepaid at any time upon payment of all principal, interest, fees and expenses in connection with this Note including, to the extent permitted by law, payment of $250 for the early termination of this Note. Any permitted prepayment shall be in an amount equal to the remaining entire principal balance of the loan.

☐ **Change in Late Payment Fee.** If checked here, subject to applicable law, if any payment is not made on or before its due date, the Bank may collect a delinquency charge of _____% of the unpaid amount. Collection of the late payment fee shall not be deemed to be a waiver of the Bank's right to declare a default hereunder.

☐ **Change in Closing Fee.** If checked here and subject to applicable law, the Borrower will pay the Bank a closing fee of $ _____ (apart from any prior closing fee) contemporaneously with the execution of this Amendment. This fee is in addition to all other fees, expenses and other amounts due hereunder.

☒ **Change in Maturity Date.** If checked here, any references in the Note to the maturity date or date of final payment are hereby deleted and replaced with "MARCH 18, 2015".

☐ **Change in Maximum Loan Amount.** If checked here, all references in the Note (whether or not numerically) to the maximum loan amount are hereby deleted and replaced with "$_____", which evidences an additional $_____ available to be advanced subject to the terms and conditions of the Note.

☐ **Temporary Increase in Loan Amount.** If checked here, notwithstanding the principal amount of the Note, the principal amount that may be borrowed thereunder shall increase from $_____ to $_____ effective _____ through _____ annually. On _____ through _____ annually, the principal amount that may be borrowed thereunder shall revert to $_____ and any loans outstanding in excess of that amount will be immediately due and payable without further demand by the Bank.

☐ **Change in Multiple Advance Termination Date.** If checked here, all references in the Note to the termination date for multiple advances are hereby deleted and replaced with "_____".

☐ **Change in Paid-In-Full Period.** If checked here, all revolving loans under the Note must be paid in full for a period of at least _____ consecutive days during each fiscal year. Any previous Paid-In-Full provision is hereby replaced with this provision.

Default Interest Rate. Notwithstanding any provision of this Note to the contrary, upon any default or at any time during the continuation thereof (including failure to pay upon maturity), the Bank may, at its option and subject to applicable law, increase the interest rate on this Note to a rate of 5% per annum plus the interest rate otherwise payable hereunder. Notwithstanding the foregoing and subject to applicable law, upon the occurrence of a default by the Borrower or any guarantor involving bankruptcy, insolvency, receivership proceedings or an assignment for the benefit of creditors, the interest rate on this Note shall automatically increase to a rate of 5% per annum plus the rate otherwise payable hereunder.

Effectiveness of Prior Documents. Except as specifically amended hereby, the Note and the other Loan Documents shall remain in full force and effect in accordance with their respective terms. All warranties and representations contained in the Note and the other Loan Documents are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the Note continues as security, and all guaranties guaranteeing the Note remain in full force and effect. This is an amendment, not a novation.

Preconditions to Effectiveness. This Amendment shall only become effective upon execution by the Borrower and the Bank, and approval by any other third party required by the Bank.

No Waiver of Defaults; Warranties. This Amendment shall not be construed as or be deemed to be a waiver by the Bank of existing defaults by the Borrower, whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of this Amendment.

Counterparts. This Amendment may be signed in any number of counterparts, each of which shall be considered an original, but when taken together shall constitute one document.

Authorization. The Borrower represents and warrants that the execution, delivery and performance of this Amendment and the documents referenced herein are within the authority of the Borrower and have been duly authorized by all necessary action.

Transferable Record. The note, as amended, is a "transferable record" as defined in applicable law relating to electronic transactions. Therefore, the holder of the note, as amended, may, on behalf of Borrower, create a microfilm or optical disk or other electronic image of the note, as amended, that is an authoritative copy as defined in such law. The holder of the note, as amended, may store the authoritative copy of such note, as amended, in its electronic form and then destroy the paper original as part of the holder's normal business practices. The holder, on its own behalf, may control and transfer such authoritative copy as permitted by such law.

Attachments. All documents attached hereto, including any appendices, schedules, riders, and exhibits to this Amendment, are hereby expressly incorporated herein by reference.

Dated as of: MARCH 24, 2010.

(Individual Borrower)

Borrower Name N/A

Borrower Name N/A

Lake Michigan Rentals, LLC
Borrower Name (Organization)

a Wisconsin limited liability company

By: Susan K Phillips

Name and Title: Susan K Phillips
Member

By: _____

Name and Title: _____

Agreed to:

U.S. BANK N.A. (Bank)

By: Robert D Stoffes

Name and Title: Robert D Stoffes
Branch Manager

RIDER FOR PAYMENT DEFAULT WAIVER

This Rider is made part of the Amendment to Note (the "Amendment") dated 03-24-10 between the undersigned borrower (the "Borrower") and U.S. Bank National Association (the "Bank"). Capitalized terms not otherwise defined herein have the meanings set forth in the Amendment.

Borrower is in default under the Note as a result of failing to pay in full the payment(s) due 03-18-10 as required under the Note.

Borrower has requested the Bank, and the Bank hereby agrees, to waive the described payment default(s) on the terms and subject to the conditions set forth below:

Late Payment Charges. On the date hereof, Borrower shall pay to the Bank late payment charges totaling $0.00. All other outstanding late payment charges, if any, related to the described payment default(s) are hereby waived.

Outstanding Interest. On the date hereof, Borrower shall pay to the Bank all interest accrued and outstanding as of the date hereof.

Principal. On the date hereof, Borrower shall pay to the Bank a principal payment in the amount of $0.00.

From and after the date hereof, Borrower shall pay all other payments required under the Note as and when due in accordance with the terms of the Note.

The Bank's waiver of the described payment default(s) is limited specifically to the default(s) referred to herein and shall not be construed to be a waiver of any other existing or subsequent default of any kind under the Note or other Loan Documents and shall not be construed as a waiver of the Bank's right in the future to enforce the payment terms or any other terms or conditions of the Note or other Loan Documents.

In consideration of the Bank's agreement to waive the described payment default(s), the Borrower, for and on behalf of itself and its/his/her respective successors, representatives, heirs and assigns, does hereby release, acquit and forever discharge the Bank, its parent, affiliates, agents, employees and their respective successors, representatives, heirs and assigns, from any and all manner of action or cause of action, suits, claims and counterclaims, demands, and other liabilities of any kind whatsoever, known or unknown, foreseen or unforeseen, fixed or contingent and whether based in tort, contract or other theory of recovery, that Borrower may have or claim to have now or which may hereafter arise out of or connected with any act or omission of the Bank related to the Note or any other Loan Document occurring prior to the date hereof.

BORROWER(S) (If Individual):

_____
Name: N/A

_____
Name: N/A

BORROWER (If Entity):

Lake Michigan Rentals, LLC
a/an Wisconsin Limited Liability Company

By: _____
Name & Title: Susan K Phillips, Member

By: _____
Name & Title: N/A

BANK:
U.S. BANK NATIONAL ASSOCIATION

By: _____
Name & Title: Robert D Steffes, Branch Manager

For Bank Use Only
Due: March 18, 2015
Obligor #: 6479149131
Obligation #: 18

AMENDMENT TO NOTE

This amendment (the "Amendment") is made between the undersigned borrower (the "Borrower") and U.S. Bank National Association (the "Bank") and shall be effective as of the date set forth on the last page of the Amendment, except as otherwise provided below.

RECITALS

A. Borrower (or predecessor) executed a note originally dated or amended or restated as of March 18, 2005, payable to Bank (or predecessor) (as further amended and/or restated, the "Note"). The Note and all collateral and/or other documents, which may or may not be identified in the Note, which supplement, secure or otherwise relate to the credit facility evidenced by the Note are collectively referred to as the "Loan Documents". The Loan Documents set forth the terms and conditions upon which Borrower has obtained or may obtain a loan or loans from Bank in the principal amount of $45,000.00, as such amount may have been or may from time to time be increased or decreased.
B. Borrower has requested that Bank permit certain modifications to the Note as described below.
C. Bank has agreed to such modifications, but only upon the terms and conditions outlined in the Amendment.

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, Borrower and Bank agree as follows:

ADDITIONS, DELETIONS OR CHANGES IN TERMS

The following provisions are hereby added to the Note or, if so indicated below, specified provisions of the Note are modified, in part, or deleted or performance thereof is waived to the extent provided below. If any provision or partial provision added below already exists in the Note, such provision is restated in its entirety.

Interest Rate. The interest rate under the Note (including any provisions of the Note relating to periodic adjustments to the applicable rate, maximum rate adjustments, floor rates, ceiling rates and rate conversions) shall be amended as follows:

The unpaid principal balance will bear interest at an annual rate of 6%.

Payment Schedule. The payment schedule for the Note shall be amended as follows:

Principal and interest are payable in installments of $327.13 each, beginning December 18, 2013, and on the same date of each consecutive month thereafter (except that if a given month does not have such a date, the last day of such month), plus a final payment equal to all unpaid principal and accrued interest on March 18, 2015, the maturity date.

Prepayment Terms.

The Note may be prepaid at any time upon payment of all principal, interest, fees and expenses in connection with the Note including, to the extent permitted by law, payment of $250.00 for the early termination of the Note. Any permitted prepayment shall be in an amount equal to the remaining entire principal balance of the Note.

Borrower hereby acknowledges that Borrower shall be required to pay the above prepayment indemnity with respect to all amounts of the principal balance paid before their respective due dates, whether voluntarily, involuntarily, or otherwise, including without limitation those payments made following default, demand for payment, acceleration, collection proceedings, foreclosure, sale or other disposition of collateral, bankruptcy or other insolvency proceedings, eminent domain, condemnation or otherwise.

Default Interest Rate. Notwithstanding any provision of the Note to the contrary, upon any default or at any time during the continuation thereof (including failure to pay upon maturity), Bank may, at its option and subject to applicable law, (a) increase the interest rate on the Note to a rate of 5% per annum plus the interest rate otherwise payable under the Note and (b) until Bank elects to accelerate payment of the Note according to the default section, increase the required periodic payments under the Note accordingly. Notwithstanding the foregoing and subject to applicable law, upon the occurrence of a default by Borrower or any guarantor involving bankruptcy, insolvency, receivership proceedings or an assignment for the benefit of creditors, the interest rate on the Note shall automatically increase to a rate of 5% per annum plus the rate otherwise payable under the Note.

MISCELLANEOUS TERMS

Effectiveness of Prior Documents. Except as specifically amended hereby, the Note and the other Loan Documents shall remain in full force and effect in accordance with their respective terms. All warranties and representations contained in the Note and the other Loan Documents are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the Note continues as

security, and all guaranties guaranteeing obligations under the Loan Documents remain in full force and effect. This is an amendment, not a novation.

Preconditions to Effectiveness. The Amendment shall only become effective upon execution by Borrower and Bank, and approval by any other third party required by Bank.

No Waiver of Defaults; Warranties. The Amendment shall not be construed as or be deemed to be a waiver by Bank of existing defaults by Borrower, whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of the Amendment.

Counterparts. The Amendment may be signed in any number of counterparts, each of which shall be considered an original, but when taken together shall constitute one document.

Authorization. Borrower represents and warrants that the execution, delivery and performance of the Amendment and the documents referenced herein are within the authority of Borrower and have been duly authorized by all necessary action.

Copies; Transferable Record. Borrower hereby acknowledges the receipt of a copy of the Amendment, the Note and all other Loan Documents. The Note and all of the Loan Documents, including the Amendment, are each a "transferable record" as defined in applicable law relating to electronic transactions. Therefore, Bank may, on behalf of Borrower, create a microfilm or optical disk or other electronic image of the Note and any or all of the Loan Documents that is an authoritative copy as defined in such law. Bank may store the authoritative copy of such Note and any or all of the Loan Documents in its electronic form and then destroy the paper original as part of Bank's normal business practices. Bank, on its own behalf, may control and transfer such authoritative copy as permitted by such law.

Attachments. All documents attached hereto, including any appendices, schedules, riders, and exhibits to the Amendment, are hereby expressly incorporated herein by reference.

Dated as of December 11, 2013.

BORROWER:

LAKE MICHIGAN RENTALS, LLC
a/an Wisconsin Limited Liability Company

By: _____
Name and Title: Susan K Phillips, Member

BANK:

Agreed to:
U.S. Bank National Association

By: _____
Name and Title: Richard L. Gimeyder, Vice President

EXHIBIT D

1761030

SHEBOYGAN COUNTY, WI
RECORDED ON
03/29/2005 11:26AM
DARLENE J. NAVIS
REGISTER OF DEEDS
RECORDING FEE: 21.00
TRANSFER FEE:
STAFF ID 8
TRANS # 59381
OF PAGES: 6

Recording Area

Name and Return Address
U.S. BANK N.A.
COLLATERAL DEPARTMENT
P.O. BOX 3487
OSHKOSH WI 54903-3487

59281-707850
Parcel Identifier No.

usbank
3479149131

MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS

(INCLUDING FIXTURE FILING UNDER UNIFORM COMMERCIAL CODE)

WISCONSIN REAL ESTATE

This Mortgage, Security Agreement and Assignment of Rents ("Mortgage") is made and entered into by the undersigned borrower(s), guarantor(s) and/or other obligor(s) (collectively the "Mortgagor") in favor of U.S. BANK N.A. (the "Bank") as of the date set forth below.

Check box if applicable:
☐ This is a purchase money mortgage. ☐ This is a construction mortgage.

ARTICLE I. MORTGAGE/SECURITY INTEREST

1.1 **Grant of Mortgage/Security Interest.** For consideration received, the Mortgagor hereby mortgages, conveys, grants and collaterally assigns to the Bank the Mortgaged Property (defined below) to secure all of the Mortgagor's Obligations (defined below) to the Bank. The intent of the parties hereto is that the Mortgaged Property secures all Obligations of the Mortgagor to the Bank, whether or not such Obligations exist under this Mortgage or any other agreements, whether now or hereafter existing, between the Mortgagor and the Bank or in favor of the Bank, including, without limitation, any note, any loan or security agreement, any lease, any other mortgage, deed of trust or other pledge of an interest in real or personal property, any guaranty, any letter of credit or reimbursement agreement or banker's acceptance, any agreement for any other services or credit extended by the Bank to the Mortgagor even though not specifically enumerated herein and any other agreement with the Bank (together and individually, the "Loan Documents").

1.2 **"Mortgaged Property"** means all of the following whether now owned or existing or hereafter acquired by the Mortgagor (or by the Mortgagor with spouse), wherever located: all the real estate described below or in Exhibit A attached hereto (the "Land"), together with all buildings, structures, standing timber, timber to be cut, fixtures, furnishings, inventory, equipment, machinery, apparatus, appliances, and articles of personal property of every kind and nature whatsoever, (and all proceeds and products thereof) now or hereafter located on the Land, or any part thereof, and used in connection with the Land and improvements; all materials, contracts, drawings and personal property relating to any construction on the Land; and all other improvements now or hereafter constructed, affixed or located thereon (the "Improvements") (the Land and the Improvements collectively the "Premises"); any and all easements, rights-of-way, licenses, privileges, and appurtenances thereto; any and all lease or other agreements for the use or occupancy of the Premises, and all the rents, issues, profits or any proceeds therefrom and all security deposits and any guaranty of a tenant's obligation thereunder (collectively the "Rents"); all awards as a result of condemnation, eminent domain or other decrease in value of the Premises and all insurance and other proceeds of the Premises; and any interest of Mortgagor in and to the land lying within any street or roadway adjoining the Premises and any strips and gores adjoining the Premises or any part thereof.

The Land is described as follows (or in Exhibit A hereto if the description does not appear below):

THE NORTH 45 FEET OF LOT 42 IN BLOCK'S SUBDIVISION, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, ACCORDING TO THE RECORDED PLAT THEREOF, EXCEPT THAT PART TAKEN FOR NORTH 12TH STREET.

PROPERTY LOCATED AT: 1628 N 12TH ST, SHEBOYGAN, WI 53081, SHEBOYGAN COUNTY

1.3 **"Obligations"** means all loans by the Bank to LAKE MICHIGAN RENTALS, LLC, including those loans evidenced by a note or notes dated 03/18/05 in the initial principal amount(s) of $ 45,000.00, and any extensions, renewals, restatements and modifications thereof and all principal, interest, fees and expenses relating thereto (the "Note"); and also means all the Mortgagor's debts, liabilities, obligations, covenants, warranties, and duties to the Bank (plus its affiliates including any credit card debt, but specifically excluding any type of consumer credit), whether now or hereafter existing or incurred, whether liquidated or unliquidated, whether absolute or contingent, whether arising out of the Loan Documents or otherwise, and regardless of whether such Obligations arise out of existing or future credit granted by the Bank to any

Mortgagor, to any Mortgagor and others, to others guaranteed, endorsed or otherwise secured by any Mortgagor or to any debtor-in-possession/successor-in-interest of any Mortgagor, and principal, interest, fees, expenses and charges relating to any of the foregoing, including without limitation, costs and expenses of collection and enforcement of this Mortgage, attorneys' fees and environmental assessment or remediation costs.

1.4 **Homestead.** The Premises ~~are~~ ~~not~~ (are) (are not) the homestead of the Mortgagor.

ARTICLE II. WARRANTIES AND COVENANTS

In addition to all other warranties and covenants of the Mortgagor under the Loan Documents which are expressly incorporated herein as part of this Mortgage, including the covenants to pay and perform all Obligations, and while any part of the credit granted the Mortgagor under the Loan Documents is available or any Obligations of the Mortgagor to the Bank are unpaid or outstanding, the Mortgagor continuously warrants and agrees as follows:

2.1 **Warranty of Title/Possession.** The Mortgagor has sole and exclusive title to and possession of the Premises, excepting only the following "Permitted Encumbrances": restrictions and utility easements of record and zoning ordinances (the terms of which are and will be complied with, and in the case of easements, are and will be kept free of encroachments); taxes and assessments not yet due and payable; and those Permitted Encumbrances set forth on Exhibit B attached hereto (except that if no Exhibit B is attached there will be no additional Permitted Encumbrances). The lien of this Mortgage, subject only to Permitted Encumbrances, is and will continue to be a valid first and only lien upon all of the Mortgaged Property.

2.2 **Maintenance; Waste; Alteration.** The Mortgagor will maintain the Premises in good and tenantable condition and will restore or replace damaged or destroyed Improvements with items of at least equal utility and value. The Mortgagor will not commit or permit waste to be committed on the Premises. The Mortgagor will not remove, demolish or materially alter any part of the Premises without the Bank's prior written consent, except the Mortgagor may remove a fixture or item of personal property, provided the fixture or item of personal property is promptly replaced with another fixture or item of personal property of at least equal utility. The replacement fixture or item of personal property will be subject to the priority lien and security interest of this Mortgage.

2.3 **Transfer and Liens.** The Mortgagor will not, without the prior written consent of the Bank which may be withheld in the Bank's sole and absolute discretion, either voluntarily or involuntarily (i) sell, assign, lease or transfer, or permit to be sold, assigned, leased or transferred any part of the Premises, or any interest therein; or (ii) pledge or otherwise encumber, create or permit to exist any mortgage, pledge, lien or claim for lien or encumbrance upon any part of the Premises or interest therein, except for the Permitted Encumbrances.

2.4 **Escrow.** After written request from the Bank, the Mortgagor will pay to the Bank sufficient funds at such time as the Bank designates, to pay (i) the estimated annual real estate taxes and assessments on the Premises; (ii) all property or hazard insurance premiums when due; and (iii) flood insurance premiums, if any. Interest will not be paid by the Bank on any escrow funds. Escrowed funds may be commingled with other funds of the Bank. All escrowed funds are hereby pledged as additional security for the Obligations.

2.5 **Taxes, Assessments, and Charges.** To the extent not paid to the Bank under 2.4 above, the Mortgagor will pay before they become delinquent all taxes, assessments and other charges now or hereafter levied or assessed against the Premises, against the Bank based upon this Mortgage or the Obligations secured by this Mortgage, or upon the Bank's interest in the Premises, and will deliver to the Bank receipts showing timely payment.

2.6 **Insurance.** The Mortgagor will continually insure the Premises, with insurers acceptable to the Bank, against such perils or hazards as the Bank may require, in amounts not less than the unpaid balance of the Obligations or the full replacement value of the Improvements, whichever is less, with acceptable co-insurance provisions. The policies will contain an agreement by each insurer that the policy will not be terminated or modified without at least 30 days' prior written notice to the Bank and will contain a mortgage clause acceptable to the Bank; and the Mortgagor will take such other action as the Bank may reasonably request to ensure that the Bank will receive (subject to no other interests) the insurance proceeds from the Improvements. The Mortgagor hereby assigns all insurance proceeds to and irrevocably directs, while any Obligations remain unpaid, any insurer to pay to the Bank the proceeds of all such insurance and any premium refund; and authorizes the Bank to endorse the Mortgagor's name to effect the same, to make, adjust or settle, in the Mortgagor's name, any claim on any insurance policy relating to the Premises. The proceeds and refunds will be applied in such manner as the Bank, in its sole and absolute discretion, determines to rebuilding of the Premises or to payment of the Obligations, whether or not then due and payable.

2.7 **Condemnation.** The Mortgagor will pay to the Bank all compensation received for the taking of the Premises, or any part thereof, by a condemnation proceeding (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Premises, or any part thereof. The compensation will be applied in such manner as the Bank, in its sole and absolute discretion, determines to rebuilding of the Premises or to payment of the Obligations, whether or not then due and payable.

2.8 **Environmental Matters.** Except as specifically disclosed by Mortgagor to Bank in writing prior to the execution of this Mortgage, Mortgagor represents and warrants as follows. There exists no uncorrected violation by the Mortgagor of any federal, state or local laws (including statutes, regulations, ordinances or other governmental restrictions and requirements) relating to the discharge of air pollutants, water pollutants or process waste water or otherwise relating to the environment or Hazardous Substances as hereinafter

defined, whether such laws currently exist or are enacted in the future (collectively "Environmental Laws"). The term "Hazardous Substances" will mean any hazardous or toxic wastes, chemicals or other substances, the generation, possession or existence of which is prohibited or governed by any Environmental Laws. The Mortgagor is not subject to any judgment, decree, order or citation, or a party to (or threatened with) any litigation or administrative proceeding, which asserts that the Mortgagor (a) has violated any Environmental Laws; (b) is required to clean up, remove or take remedial or other action with respect to any Hazardous Substances (collectively "Remedial Action"); or (c) is required to pay all or a portion of the cost of any Remedial Action, as a potentially responsible party. Except as disclosed on the Borrower's environmental questionnaire provided to the Bank, there are not now, nor to the Mortgagor's knowledge after reasonable investigation have there ever been, any Hazardous Substances (or tanks or other facilities for the storage of Hazardous Substances) stored, deposited, recycled or disposed of on, under or at any real estate owned or occupied by the Mortgagor during the periods that the Mortgagor owned or occupied such real estate, which if present on the real estate or in soils or ground water, could require Remedial Action. To the Mortgagor's knowledge, there are no proposed or pending changes in Environmental Laws which would adversely affect the Mortgagor or its business, and there are no conditions existing currently or likely to exist while the Loan Documents are in effect which would subject the Mortgagor to Remedial Action or other liability. The Mortgagor currently complies with and will continue to timely comply with all applicable Environmental Laws; and will provide the Bank, immediately upon receipt, copies of any correspondence, notice, complaint, order or other document from any source asserting or alleging any circumstance or condition which requires or may require a financial contribution by the Mortgagor or Remedial Action or other response by or on the part of the Mortgagor under Environmental Laws, or which seeks damages or civil, criminal or punitive penalties from the Mortgagor for an alleged violation of Environmental Laws. In the event of any such circumstance or condition, the Mortgagor agrees, at its expense and at the request of the Bank, to permit an environmental audit solely for the benefit of the Bank, to be conducted by the Bank or an independent agent selected by the Bank and which may not be relied on by the Mortgagor for any purpose. This provision shall not relieve the Mortgagor from conducting its own environmental audits or taking any other steps necessary to comply with Environmental Laws.

2.9 Assignments. The Mortgagor will not assign, in whole or in part, to anyone other than the Bank, the rents, issues or profits arising from the Premises, without the Bank's prior written consent.

2.10 Right of Inspection. The Bank may at all reasonable times enter and inspect the Premises.

2.11 Waivers by Mortgagor. To the greatest extent that such rights may then be lawfully waived, the Mortgagor hereby agrees for itself and any persons claiming under the Mortgagor that it will waive and will not, at any time, insist upon or plead or in any manner whatsoever claim or take any benefit or advantage of (a) any exemption, stay, extension or moratorium law now or at any time hereafter in force; (b) any law now or hereafter in force providing for the valuation or appraisement of the Premises or any part thereof prior to any sale or sales thereof to be made pursuant to any provision herein contained or pursuant to the decree, judgment or order of any court of competent jurisdiction; (c) any law now or at any time hereafter made or enacted granting a right to redeem the Premises so sold or any part thereof or any rights of redemption from sale under any order or decree of foreclosure of this Mortgage; (d) any statute of limitations now or at any time hereafter in force; or (e) any right to require marshalling of assets by the Bank.

2.12 Assignment of Rents and Leases. The Mortgagor assigns and transfers to the Bank, as additional security for the Obligations, all right, title and interest of the Mortgagor in and to all leases which now exist or hereafter may be executed by or on behalf of the Mortgagor covering the Premises, and any extensions or renewals thereof, together with all Rents. Upon default under this Mortgage or any of the Loan Documents or any Obligation (notwithstanding any cure period), the Bank shall be immediately entitled to the Rents. The Bank, at its option without notice and without seeking or obtaining the appointment of a receiver or taking actual possession of the Premises may (a) give notice to any tenant(s) that the tenant(s) should begin making payments under their lease agreement(s) directly to the Bank or its designee; (b) commence a foreclosure action and file a motion for appointment of a receiver; or (c) give notice to the Mortgagor that the Mortgagor should collect all Rents arising from the Premises and remit them to the Bank upon collection and that the Mortgagor should enforce the terms of the lease(s) to ensure prompt payment by tenant(s) under the lease(s). After default, all Rents received by the Mortgagor shall be held in trust by the Mortgagor for the Bank. All such payments received by the Bank may be applied in any manner as the Bank determines to payments required under this Mortgage, the Loan Documents and the Obligations. The Mortgagor agrees to hold each tenant harmless from actions relating to tenant's payment of Rents to the Bank.

2.13 Fixture Filing. From the date of its recording, this Mortgage shall be effective as a financing statement filed as a fixture filing with respect to the Improvements and for this purpose the name and address of the debtor is the name and address of the Mortgagor as set forth in this Mortgage and the name and address of the secured party is the name and address of the Bank as set forth in this Mortgage. The Mortgaged Property includes goods which are or are to become fixtures.

2.14 Compliance with Leases. The Mortgagor will comply with all terms, covenants and conditions of any lease(s) affecting the Premises. Mortgagor will not accept any prepayment of rent for more than one month in advance, without the prior written consent of the Bank.

ARTICLE III. RIGHTS AND DUTIES OF THE BANK

In addition to all other rights (including setoff) and duties of the Bank under the Loan Documents which are expressly incorporated herein as a part of this Mortgage, the following provisions will also apply:

3.1 Bank Authorized to Perform for Mortgagor. If the Mortgagor fails to perform any of the Mortgagor's duties or covenants set forth in this Mortgage, the Bank may perform the duties or cause them to be performed, including without limitation signing the Mortgagor's name or paying any amount so required, and the cost, with interest at the default rate set forth in the Loan Documents, will

immediately be due from the Mortgagor to the Bank from the date of expenditure by the Bank to date of payment by the Mortgagor, and will be one of the Obligations secured by this Mortgage. All acts by the Bank are hereby ratified and approved, and the Bank will not be liable for any acts of commission or omission, nor for any errors of judgment or mistakes of fact or law.

ARTICLE IV. DEFAULTS AND REMEDIES

The Bank may enforce its rights and remedies under this Mortgage upon default. A default will occur if the Mortgagor fails to comply with the terms of any Loan Documents or this Mortgage (including any guaranty by the Mortgagor) or defaults under the terms of any other mortgage affecting the Premises, or if any other obligor fails to comply with the terms of any loan documents for which the Mortgagor has given the Bank a guaranty secured by this Mortgage.

4.1 **Cumulative Remedies; Waiver.** In addition to the remedies for default set forth in the Loan Documents, including acceleration, the Bank upon default will have all other rights and remedies for default available by law or equity including foreclosure of this Mortgage. The rights and remedies specified herein are cumulative and are not exclusive of any rights or remedies which the Bank would otherwise have. With respect to such rights and remedies:

a. **Receiver.** Upon the commencement or during the pendency of any action to foreclose this Mortgage, the Bank will be entitled, as a matter of right, without notice or demand and without giving bond or other security, and without regard to the solvency or insolvency of the Mortgagor or to the value of the Premises, to have a receiver appointed for all or any part of the Premises, which receiver will be authorized to collect the rents, issues and profits of the Premises during the pendency of such foreclosure action, and until the confirmation of sale made under any judgment foreclosing this Mortgage, and to hold and apply such rents, issues and profits, when so collected, as the court will from time to time direct.

b. **Agreement to State Foreclosure Statutes.** The Mortgagor agrees that in the event of foreclosure of this Mortgage, the Mortgagor will be bound by the provisions of Sections 846.101 and 846.103 of the Wisconsin Statutes as the same may be amended or renumbered from time to time, whichever may be applicable to the Premises, permitting the Bank (at its option) to waive the right to a deficiency judgment and shorten the length of the redemption period in the event of foreclosure.

c. **Power of Sale.** In the event of foreclosure, the Bank may sell the Premises at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statute.

d. **Waiver by the Bank.** The Bank may permit the Mortgagor to attempt to remedy any default without waiving its rights and remedies hereunder, and the Bank may waive any default without waiving any other subsequent or prior default by the Mortgagor. Furthermore, delay on the part of the Bank in exercising any right, power or privilege hereunder or at law will not operate as a waiver thereof, nor will any single or partial exercise of such right, power or privilege preclude other exercise thereof or the exercise of any other right, power or privilege. No waiver or suspension will be deemed to have occurred unless the Bank has expressly agreed in writing specifying such waiver or suspension.

ARTICLE V. MISCELLANEOUS

In addition to all other miscellaneous provisions under the Loan Documents which are expressly incorporated as a part of this Mortgage, the following provisions will also apply:

5.1 **Term of Mortgage.** The Bank's rights under this Mortgage will continue until the Bank's commitment to lend has been terminated or expired, and until all Obligations have been paid in full and performed.

5.2 **Time of the Essence.** Time is of the essence with respect to payment of the Obligations, the performance of all covenants of the Mortgagor and the payment of taxes, assessments, and similar charges and insurance premiums.

5.3 **Subrogation.** The Bank will be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the Note.

5.4 **Choice of Law.** Foreclosure of this Mortgage will be governed by the laws of the state in which the Land is located. For all other purposes, the choice of law specified in the Loan Documents will govern.

5.5 **Severability.** Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision.

5.6 **Entire Agreement.** This Mortgage is intended by the Mortgagor and Bank as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Mortgage. No parol evidence of any nature shall be used to supplement or modify any terms.

5.7 **Joint Liability; Successors and Assigns.** If there is more than one Mortgagor, the liability of the Mortgagors will be joint and several, and the reference to "Mortgagor" shall be deemed to refer to all Mortgagors. The rights, options, powers and remedies granted in this Mortgage and the other Loan Documents shall extend to the Bank and to its successors and assigns, shall be binding upon the Mortgagor and its successors and assigns, and shall be applicable hereto and to all renewals, amendments and/or extensions hereof.

5.8 **Indemnification.** Except for harm arising from the Bank's willful misconduct, the Mortgagor hereby indemnifies and agrees to defend and hold the Bank harmless from any and all losses, costs, damages, claims and expenses of any kind suffered by or asserted against the Bank relating to claims by third parties arising out of the financing provided under the Loan Documents or related to the

Mortgaged Property (including, without limitation, the Mortgagor's failure to perform its obligations relating to Environmental Matters described in Section 2.8 above). This indemnification and hold harmless provision will survive the termination of the Loan Documents and the satisfaction of this Mortgage and Obligations due the Bank.

5.9 Notices. Notice of any record shall be deemed delivered when the record has been (a) deposited in the United States Mail, postage pre-paid, (b) received by overnight delivery service, (c) received by telex, (d) received by telecopy, (e) received through the Internet, or (f) when personally delivered.

5.10 Riders. The rider(s) attached hereto and recorded together with this Mortgage are hereby fully incorporated into this Mortgage.

[Check applicable box(es)]

☐ Construction Loan Rider
☐ Condominium Rider
☐ Second Mortgage Rider
☐ Other(s) (Specify) _____

(SIGNATURE(S) AND NOTARIZATION ON NEXT PAGE)

IN WITNESS WHEREOF, the undersigned has/have executed this MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS as of MARCH 18, 2005.

(Individual Mortgagor)

Mortgagor Name N/A

(Individual Mortgagor)

Mortgagor Name N/A

LAKE MICHIGAN RENTALS, LLC
Mortgagor Name (Organization)

a WISCONSIN limited liability company

By Susan K Phillips

Name and Title SUSAN K PHILLIPS, MEMBER

By

Name and Title

(Mortgagor Address)
1702 E MARION STREET
SHORKWOOD, WI 53211

(Bank Address)
U.S. BANK N.A.
400 CITY CENTER
OSHKOSH, WI 54901

STATE OF Wisconsin
COUNTY OF Waukesha } ss.

This instrument was acknowledged before me on March 18, 2005 (date), by SUSAN K PHILLIPS (name(s) of person(s)), as MEMBER (type of authority, if any, e.g., officer, trustee; if an individual, state "a married individual" or "a single individual"), of LAKE MICHIGAN RENTALS, LLC (name of entity on whose behalf the document was executed; use N/A if individual).

RICHARD J ADYNIEC NOTARY PUBLIC STATE OF WISCONSIN
(Notarial Seal)

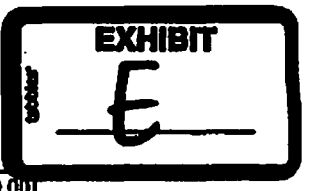
Richard J Adyniec

Printed Name: Richard J. Adyniec

Notary Public, State of: Wisconsin

My commission expires: July 20, 2008

This instrument was drafted by RICHARD J ADYNIEC (name) on behalf of U.S. BANK N.A. (bank name)



Reinstatement amount Good through: Loan matured on 3/18/2015	Payments from:	0.00
	Late Charges	0.00
	Annual Fees	0.00
	NSF Fees	0.00
	BPO	0.00
	Title Work	0.00
	Attorney Fees & Costs	0.00
	Property Inspections	0.00
	Total	0.00

Payoff Figures

Payoff as of February 1, 2016	Principal	30,359.47
	Interest	2,383.21
	Late Charges	0.00
	NSF Fees	0.00
	Reconveyance Fee	0.00
	BPO	95.00
	Title Work	0.00
	Attorny Fees & Costs	0.00
	Property Inspections	0.00
	Total	32,837.68

Mortgage from Lake Michigan Rentals, LLC to City of Sheboygan, Wisconsin, Department of City Development in the amount of $2,891.20 dated November 9, 2010 and recorded November 30, 2010 as Document No. 1914906 .

Sheboygan County Courthouse
615 North Sixth Street
Sheboygan Wisconsin
53081

Sheboygan County
Foreclosure Mediation Program
Finding Solutions

Notice of Availability of Mediation

Mediation is a confidential and voluntary process where you and the lender seeking to foreclose on your home may discuss ways to resolve your foreclosure case, including reinstatement of the loan and modification of the loan terms.

You must live in and own the property that is subject to this foreclosure action to qualify for mediation under this program and the property must be four or fewer residential units.

To Request a Mediation Conference:
Complete the attached Mediation Request form. It must be received within 15 days from the date you received the Summons and Complaint. Send the completed form with the $25 non-refundable application fee made payable to SCFMP Clerk of Circuit Court to:

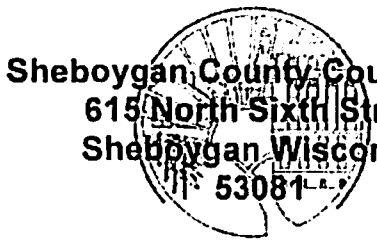
SCFMP
Clerk of Circuit Court
615 North Sixth Street
Sheboygan WI 53081

A Mediation Request is not a response to the Summons.

A foreclosure action has been started against you. Please read the Summons and Complaint. Make sure you understand your rights and the time period for filing an Answer or Responsive Pleading. If you do not file an Answer or Responsive Pleading the court may grant judgment against you and you may lose your home and your right to object to anything that you disagree with in the complaint.

What happens after you apply for Mediation?

The Mediation Program Coordinator will review your application and notify you and the lender whether the case has been accepted in the program. If the case is accepted, the balance of your non-refundable $100 fee will be charged and a non-refundable fee of $100 will also be charged to the lender. You will then be required to meet with a certified Housing Counselor. Following that, the mediation conference between you and the lender will be scheduled with a mediator.



Sheboygan County
Foreclosure Mediation Program
Request for Mediation

Finding Solutions

To request a mediation conference with the lender, please answer the questions below, sign this request enclose the required $25 application fee payable to SCFMP Clerk of Circuit Courts and mail or return to:

SCFMP
Clerk of Circuit Court
615 north Sixth Street
Sheboygan WI 53081

You should submit the request within 15 days of receiving the Summons and Complaint, or as early in the foreclosure process as possible. One application per household. The information you provide will be used by the Sheboygan County Mediation Program to make an initial determination of whether your case is suitable for mediation. A non-refundable $25 fee must accompany the application. Once the case has been accepted for mediation, a non-refundable $75 fee is charged to the homeowner and a non-refundable fee of $100 is charged to the lender.

Requesting Mediation does not halt the foreclosure process. **You are still required to comply with all mandatory deadlines, including the time to answer the Complaint.**

Sheboygan County Case Number (located on your Summons): 20___CV_____

Name of Homeowner(s):_____

Property Address: _____
(street, city or town, zip code)

Mailing address, if different from above: _____
(street, city or town, zip code)

Best telephone number to reach you during the day: _____

Alternate telephone number: _____

Name of Lender/Plaintiff in your case: _____

1. Is the property being foreclosed your primary residence? _____Yes _____No

2. Does the property consist of four or fewer dwelling units? _____Yes _____No

3. Have you started a Bankruptcy action that is still ongoing? _____Yes _____No

4. Have you met with a housing counselor? _____Yes _____No

   If yes, with whom have you met? _____

5. What is your monthly income from all sources? _____

6. Do you expect your income to change for any reason? If so, please explain:

   _____

   _____

   _____

7. Check all items that have caused you to miss your mortgage payments:

   _____ Injury or illness _____Adjustable interest Rate / Balloon

   _____Loss of Employment _____Expenses exceed income

   Other: _____

   _____

8. Is there any other information that would be helpful in determining whether your case would be suitable for mediation? If so, please describe:

   _____

   _____

   _____

9. If English is not your primary language, do you need an interpreter? ___Yes ___No

   What language? _____

Authorization of Research and Evaluation. Marquette University Law School is compiling anonymous aggregate case file or results information for the purpose of evaluating our services, gathering valuable research information, designing future programs and engaging in academic research, analysis and publication. I consent to the use of my information for these purposes.

I certify that I am the owner of the property that is subject to this foreclosure action and I currently reside in this property.

_____ _____

Property Owner's Signature Date

Duly served this 15 day of Feb. 20 16
at 11:50 AM PM UPON J.D.
as personal or substituted service
at 828 Center Ave, Sheb.
(Street address or location) (City, Town, Village)
Sheboygan County, Wisconsin
by [signature] Title Deputy
Sheboygan County Sheriff's Department

II

Other Matters

7.1

R. O. No. 53- 15 - 16. By CITY CLERK. June 15, 2015.

Submitting a Summons and Complaint in the matter of NRFC Memorial Holdings, LLC v City of Sheboygan.

Susan Richards
City Clerk

Finance

II

CIRCUIT COURT BRANCH 1
L EDWARD STENGEL
615 N SIXTH STREET
SHEBOYGAN WI 53081

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY
CIVIL DIVISION, BRANCH ___

NRFC MEMORIAL HOLDINGS, LLC
433 East Las Colinas Blvd.
Irving, TX 75039,

Plaintiff,

v.

Case No. 15CV0346
Money Judgment - 30301

CITY OF SHEBOYGAN
828 Center Avenue, Second Floor
Sheboygan, WI 53081,

Defendant.

Process Server
Date 6/10/15 Time 4:25 A.M. - P.M.
Served Upon Susan Richards
828 Center Ave Fl 2, Sheboygan
( )Personal ( ) Substitute
( )Posted (X) Corporate

SUMMONS

CLERK CIRCUIT COURT
FILED
2015 JUN -4 A 11:21
SHEBOYGAN COUNTY
WISCONSIN

STATE OF WISCONSIN:

To each entity named above as Defendant:

You are hereby notified that the Plaintiff named above have 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, 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 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Plaintiff's attorneys, Reinhart Boerner Van Deuren s.c., whose address is 22 East Mifflin Street, Suite 600, Madison, Wisconsin 53703. You may have an attorney help or represent you.

COPY

If you do not provide a proper answer within 20 days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you 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 3rd day of June, 2015.

Reinhart Boerner Van Deuren s.c.
22 East Mifflin Street, Suite 600
Madison, WI 53703
Telephone: 608-229-2200
Facsimile: 608-229-2100

Mailing Address:
P.O. Box 2018
Madison, WI 53701-2018

Don M. Millis
State Bar ID No. 1015755
Jessica Hutson Polakowski
State Bar ID No. 1061368
Amanda J. Ramaker
State Bar ID No. 1078623
Attorneys for Plaintiff

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY
CIVIL DIVISION, BRANCH ___

NRFC MEMORIAL HOLDINGS, LLC
433 East Las Colinas Blvd.
Irving, TX 75039,

Plaintiff,

v.

15CV0346

Case No. _____
Money Judgment 30301

CITY OF SHEBOYGAN
828 Center Avenue, Second Floor
Sheboygan, WI 53081,

Defendant.

CLERK CIRCUIT COURT
FILED
2015 JUN -4 A 11: 21
SHEBOYGAN COUNTY
WISCONSIN

COMPLAINT

NRFC Memorial Holdings, LLC ("Plaintiff"), by its undersigned counsel, Reinhart Boerner Van Deuren s.c., for its Complaint against the defendant City of Sheboygan (the "City"), alleges as follows:

NATURE OF ACTION AND PARTIES

1. This action is brought under Wis. Stat. § 74.37(3)(d), for a refund of excessive real estate taxes imposed on Plaintiff by the City for the year 2014, plus statutory interest, with respect to the parcel of real property in the City (the "Property").

2. Plaintiff is the owner on the Property, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property and is authorized to bring this claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, in the City.

COPY

4. The Property is located at 3347 Kohler Memorial Drive within the City, and is identified in the City's records as Tax Parcel No.: 59281-215850.

JURISDICTION AND VENUE

5. This Court has personal jurisdiction over the City pursuant to Wis. Stat. § 801.05(1).

6. Venue is appropriate in Sheboygan County pursuant to Wis. Stat. § 801.50(2)(a).

BACKGROUND FACTS

2014 Assessment

7. The Wisconsin Department of Revenue determined that the aggregate ratio of property assessed in the City was 96.9063831% as of January 1, 2014.

8. For 2014, property tax was imposed on property in the City at the rate of $26.980421 per $1,000 of assessed value for the Property.

9. For 2014, the City's assessor set the assessment of the Property at $12,424,400.

10. Plaintiff appealed the 2014 assessment of the Property by filing a timely objection with the City's Board of Review pursuant to Wis. Stat. § 70.47 and otherwise complying with all of the requirements of Wis. Stat. § 70.47, except Wis. Stat. § 70.47(13).

11. Pursuant to a Stipulation between the Plaintiff, the City, and the Board of Review for the City, the Board of Review sustained the 2014 assessment on the merits at $12,424,400.

12. The City imposed tax on the Property in the amount of $335,215.55.

13. Plaintiff timely paid the property taxes imposed by the City on the Property for 2014, or the required installment thereof.

14. On January 23, 2015, Plaintiff timely and personally served on the City Clerk a Claim for Excessive Assessment pursuant to Wis. Stat. § 74.37(2) (the "2014 Claim"). A true

and correct copy of the 2014 Claim is attached hereto as **Exhibit A** and is incorporated herein by reference.

15. On or about March 6, 2015, Plaintiff received a letter from the City Attorney, stating that the City Council considered the claim and disallowed it in its entirety ("2014 Disallowance"). A true and correct copy of the 2014 Disallowance is attached hereto as **Exhibit B** and is incorporated herein by reference.

CLAIM FOR RELIEF

2014 Assessment

16. The allegations of paragraphs 1-15 are incorporated as if fully re-alleged herein.

17. The fair market value of the Property as of January 1, 2014 was no higher than $3,000,000.

18. Based on the aggregate ratio of 96.9063831%, the correct assessment of the Property for 2014 is no higher than $2,907,191.

19. Based on the tax rate of $26.980421 per $1,000 of assessed value, the correct amount of property tax on the Property for 2014 should be no higher than $78,437.

20. The 2014 assessment of the Property, as set by the City's Board of Review was excessive and, upon information and belief, violated Article VIII, Section 1 (i.e., the Uniformity Clause) of the Wisconsin Constitution. As a result, the property tax imposed on the Property for 2014 was excessive in at least the amount of $256,778.

21. Plaintiff is entitled to a refund of 2014 tax in the amount of $256,778, or such greater amount as may be determined to be due to Plaintiff, plus statutory interest.

WHEREFORE, Plaintiff respectfully requests the following relief:

A. A determination that the assessment of the Property for 2014 should be no higher than $2,907,191;

B. A determination that the correct tax on the Property for 2014 should be no higher than $78,437;

C. Judgment in the amount of $256,778, or such greater amount as may be determined due to Plaintiff, plus statutory interest;

E. An award of all litigation costs incurred by Plaintiff in this action, including the reasonable fees of its attorneys; and

F. Such other and further relief as the Court deems appropriate and just.

Dated this 3rd day of June, 2015.

Reinhart Boerner Van Deuren s.c.
22 East Mifflin Street, Suite 600
Madison, WI 53703
Telephone: 608-229-2200
Facsimile: 608-229-2100

Mailing Address:
P.O. Box 2018
Madison, WI 53701-2018

Don M. Millis
State Bar ID No. 1015755
Jessica Hutson Polakowski
State Bar ID No. 1061368
Amanda J. Ramaker
State Bar ID No. 1078623
Attorneys for Plaintiff

32103883

Reinhart
Attorneys at Law

Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

22 East Mifflin Street
Suite 600
Madison, WI 53703

Telephone: 608-229-2200
Fax: 608-229-2100
Toll Free: 800-728-6239
reinhartlaw.com

January 20, 2015

Don M. Millis, Esq.
Direct Dial: 608-229-2234
dmillis@reinhartlaw.com

CLAIM FOR EXCESSIVE ASSESSMENT

rec'd by Susan Richards, City Clerk 1/23/15

SERVED BY PROCESS SERVER

Process Server
Time 2:55 A.M. - P.M. Date 1/23/15
Served Upon Sue Richards
828 Center Avenue, Sheboygan
( ) Personal ( ) Substitute
( ) Posted (X) Corporate

Sue Richards, Clerk
City of Sheboygan
828 Center Avenue, 2nd Floor
Sheboygan, WI 53081

Dear Clerk: Re: Tax Parcel No. 59281-215850

Now comes Claimant, NRFC Memorial Holdings, LLC, owner of parcel 59281-215850 (the "Property") in Sheboygan, Wisconsin, by Claimant's attorneys Reinhart Boerner Van Deuren s.c., and files this Claim for Excessive Assessment against the City of Sheboygan (the "City"), pursuant to Wis. Stat. § 74.37. You hereby are directed to serve any notice of disallowance on the undersigned agent of the claimant.

1. This Claim is brought under Wis. Stat. § 74.37(3)(d), for a refund of excessive real estate taxes imposed on Claimant by the City for the year 2014, plus statutory interest, with respect to the Property.

2. Claimant is the owner on the Property, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property and is authorized to bring this claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, in the City.

4. The Property is located at 3347 Kohler Memorial Drive within the City, and is identified in the City records as Tax Parcel No. 59281-215850.

5. The Wisconsin Department of Revenue determined that the aggregate ratio of property assessed in the City was 96.9063831% as of January 1, 2014.

COPY

EXHIBIT A

6. For 2014, property tax was imposed on property in the City at the rate of $26.980421 per $1,000 for of the assessed value for Property.

7. For 2014, the City's assessor set the assessment of the Property at $12,424,400.

8. Claimant appealed the 2014 assessment of the Property by filing a timely objection with the City's Board of Review pursuant to Wis. Stat. § 70.47 and otherwise complying with all of the requirements of Wis. Stat. § 70.47, except Wis. Stat. § 70.47(13).

9. The City's Board of Review heard the Claimant's objection and sustained the assessment on the merits at $12,424,400.

10. The City imposed tax on the Property in the amount of $335,216.

11. Claimant is timely paying the property taxes imposed by the City on the Property for 2014, or the required installment thereof.

12. The fair market value of the Property as of January 1, 2014 was no higher than $3,000,000.

13. Based on the aggregate ratio of 96.9063831%, the correct assessment of the Property for 2014 is no higher than $2,907,191.

14. Based on the tax rate of $26.980421 per $1,000 of assessed value, the correct amount of property tax on the Property for 2014 should be no higher than $78,437.

15. The 2014 assessment of the Property, as set by the City's Board of Review was excessive and, upon information and belief, violated Article VIII, Section 1 (i.e., the Uniformity Clause) of the Wisconsin Constitution. As a result, the property tax imposed on the Property for 2014 was excessive in at least the amount of $256,778.

16. Claimant is entitled to a refund of 2014 tax in the amount of $256,778, or such greater amount as may be determined to be due to Claimant, plus statutory interest.

17. The amount of this claim is $256,778, plus interest thereon.

Dated at Madison, Wisconsin, this 20th day of January, 2015.

Sincerely yours,

Don M. Millis
Agent for Claimant

28875845

City of
Sheboygan
spirit on the lake.

March 4, 2015

CERTIFIED MAIL

NRFC Memorial Holdings, LLC
c/o Don M. Millis, Agent
Reinhart Boerner Van Deuren S.C.
22 East Mifflin Street
Suite 600
Madison, WI 53703

Re: Claim for Excessive 2014 Assessment Against the City of Sheboygan
Tax Parcel No.: 59281-215850

Dear Mr. Millis:

At its meeting on March 2, 2015, the Common Council of the City of Sheboygan considered the above-referenced claim of NRFC Memorial Holdings, LLC dated January 20, 2015 and filed on January 23, 2015. The Common Council denied the claim for excessive assessment in full. The claimant may commence an action in circuit court to recover the amount of the claim not allowed.

Please be advised that pursuant to sec. 74.37(3)(d), Wis. Stats., the action must be commenced within 90 days after the date of receipt of this letter.

If you have any further questions on this claim, you may contact the City Attorney's office at (920) 459-3917.

Very truly yours,

Stephen G. McLean
CITY ATTORNEY

SGM/gmp

cc: Ms. Susan Richards
Ms. Laurie Suhrke
Mr. Lee Grosenick

CITY ATTORNEY'S OFFICE

CITY HALL
828 CENTER AVE., SUITE 304
SHEBOYGAN, WI
53081-4442

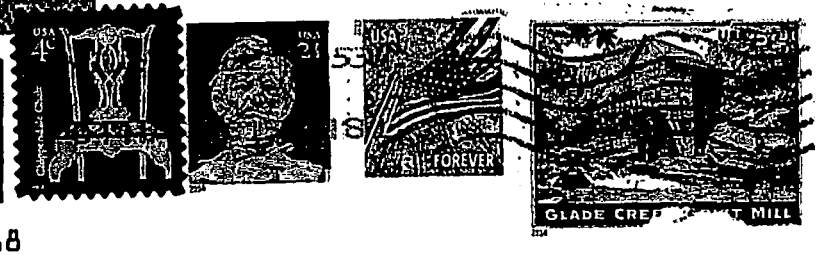
920/459-3917
FAX 920/459-3919

www.sheboyganwi.gov

RECEIVED
MAR 6 2015

EXHIBIT
B

CERTIFIED MAIL



7013 2630 0000 8942 8018

SHEBOYGAN CITY ATTORNEY
828 CENTER AVENUE, SUITE 304
SHEBOYGAN, WI 53081-4442

Return Service Requested

RETURN RECEIPT REQUESTED

NRFC Memorial Holdings, LLC
c/o Don M. Millis, Agent
Reinhart Boerner Van Deuren S.C.
22 East Mifflin Street
Suite 600
Madison, WI 53703

53703422550

II

Other Matters

9.3

R. O. No. 207 - 15 - 16. By CITY CLERK. November 16, 2015.

Submitting a Notice of Injury or Circumstances for Braeden J. Scheele, minor son of Brian J. Scheele and Faith C. Danbrova.

City Clerk

Finance

Recd 11-13-15
Claim # 16-15

NOTICE OF INJURY OR CIRCUMSTANCES

Pursuant to Wisconsin Statute Section 893.80(1d)(a)

This Notice must be served upon the local governmental body and upon the body's officers, officials, agents or employees within 120 days after the happening of the event giving rise to the claim. Service is to be accomplished as set forth in Wisconsin Statute Section 801.11.

Claimant Name(s): BRAEDEN J. SCHEELE, MINOR SON OF BRIAN J. SCHEELE AND FAITH C. DANBROVA

Claimant Address: 105 1ST ST, UNIT #4
SHEBOYGAN FALLS, WISCONSIN 53085

Claimant Phone Number: FAITH 920-207-1737 BRIAN 920-254-2350

Date and Time of Event Giving Rise to the Claim: JULY 16 @ 5:15 P.M.

Location of Event Giving Rise to the Claim: THE HOME AT ABOVE ADDRESS.

Statement of the Circumstances of the Event Giving Rise to the Claim, including the names of all persons involved, the identification of all witnesses, if any, and the names and job titles of the local governmental body's employees or agents involved (use additional sheets if necessary):

AFTER DEEP CONTEMPLATION AND THE LEGAL OPINION OF AN ATTORNEY, WE AS A FAMILY, BELIEVE THAT IN THE COURSE OF A SEARCH WARRANT, OUR FOURTH, FIFTH AND SIXTH AMENDMENT RIGHTS WERE VIOLATED, AND THAT THERE WAS AN UTTER DISREGARD TO THE SAFETY OF OUR MINOR SON BY ENDANGERING HIM, LEAVING HIM DETAINED IN THE POTENTIAL LINE OF FIRE OUTSIDE OF OUR HOME, BY FORCING HIM TO WITNESS THE SEARCH OF OUR GARAGE. WE ALSO BELIEVE THAT AN INVESTIGATIONAL DETENTION OF FAITH (HANDCUFFED) AND SON BRAEDEN EXCEEDED WHAT THE SUPREME COURT DEEMS ALLOWABLE, THUS, BY ALL LEGAL STANDARDS, THE INVESTIGATIONAL DETENTION TURNED INTO AN ACTUAL ARREST, IN WHICH NEITHER FAITH OR MINOR SON BRAEDEN WERE MIRANDIZED. (FALSE ARREST) FOR THE PURPOSES OF STAYING WITHIN THE 120 DAY LIMITATION OF WISCONSIN STATUTE 893.80 (1d)(a) WE ARE SIMPLY PUTTING BOTH THE SHEBOYGAN POLICE DEPARTMENT AND THE SHEBOYGAN COUNTY SHERIFFS DEPARTMENT ON NOTICE, AND WILL PROVIDE THE NAMES OF THE PERSONS IN CHARGE, INVOLVED WHEN WE OBTAIN REPORTS FROM BRIAN'S DEFENSE ATTORNEY, KIRK OBEAR. FURTHER, WE ARE PLANNING ON RETAINING THE LAW OFFICE OF JEFF SCOTT OLSON IN THIS MATTER. THANK YOU.

Signature(s) of claimant or claimant's agent:

Faith C. Danbrova ON BEHALF OF MYSELF AND MINOR SON, BRAEDEN Date: NOV. 1, 2015

Brian Scheele Date: 11-1-15

_____ Date: _____

NOTICE OF CLAIM AND CLAIM FOR DAMAGES

Pursuant to Wisconsin Statute Section 893.80(1d)(b)

This Notice must be served upon the appropriate clerk or the person who performs the duties of a clerk or secretary for the local governmental body. Either attach the previously served Notice of Injury or Circumstances to this Notice or provide the additional information which would have been provided in the Notice of Injury or Circumstances form.

Claimant Name(s): BRAEDEN J. SCHEELE (MINOR SON) OF BRIAN J. SCHEELE AND FAITH C. DANBROVA

Claimant Address: 105 1ST ST, UNIT #4

SHEBOYGAN FALLS, WISCONSIN 53085

Claimant Phone Number: FAITH 920-207-1737 BRIAN 920-254-2350

Provide an Itemized Statement of the Claim or Relief Sought, including proof of the amount of the claim by means of receipts or itemized estimates, and a specific dollar amount for settlement or alternative relief sought (use additional sheets if necessary):

PURSUANT TO WISCONSIN STATUTE SECTION 893.80(1d)(b), WE WILL PROVIDE DETAILS OF DAMAGE CLAIM UPON ADVISEMENT OF AN ATTORNEY.

Signature(s) of claimant or claimant's agent:

[signature] ON BEHALF OF MYSELF AND MINOR SON, BRAEDEN Date: NOV 1, 2015

[signature] Date: 11-1-15

_____ Date: _____

VI

6.6

R. C. No. 344 14 - 15. By FINANCE. April 8, 2015.

Your Committee to whom was referred R. O. No. 88-14-15 by the City Clerk submitting a Notice of Claim in the matter of Sharon Janey v. City of Sheboygan et al.; recommends that the document be referred to the new Common Council.

refer to new Council (Finance)

Julie Kath

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

3.4

R. O. No. 88 - 14 - 15. By CITY CLERK. July 21, 2014.

Submitting a Notice of Claim in the matter of Sharon Janey v. City of Sheboygan et al.

Finance
new CC

Susan Richards
City Clerk

Claim #13-14

JUL 9'14 PM12:09

WEISS LAW OFFICE, S.C.

ATTORNEYS AT LAW

Hannah R. Jahn
Charles W. Kramer
Justin M. Schuessler
Monte E. Weiss

1017 W. Glen Oaks Lane, Suite 207
Mequon, WI 53092
(262) 240-9663 - Telephone
(262) 240-9664 - Fax
justin.schuessler@mweisslaw.net - email

July 7, 2014

Ms. Susan Richards
City Clerk of Sheboygan
828 Center Avenue, Suite 100
Sheboygan, WI 53081

RE: *Sharon Janey v. City of Sheboygan, et al*

Dear Ms. Richards:

Please find enclosed for service on you one (1) original Notice of Claim concerning an incident that occurred on **May 22, 2014.**

If you have any questions, please feel free to contact me.

Very truly yours,

WEISS LAW OFFICE, S.C.

Justin M. Schuessler

JMS/tbm
Enclosure

Claim # 8-14
LS Schneider
7-9-14

NOTICE OF CLAIM

TO:

Ms. Susan Richards
City Clerk of Sheboygan
828 Center Avenue, Suite 100
Sheboygan, WI 53081

PLEASE TAKE NOTICE that pursuant to Wis. Stat. §345.05, **SHARON JANEY** makes the following claim for damages against the **City of Sheboygan**:

1. That the Plaintiff, **SHARON JANEY**, is an individual and resides at 1717 Camelot Boulevard, Sheboygan, Wisconsin 53081.

2. That on or about **May 22, 2014**, the Plaintiff was walking along a public sidewalk on Elm Street at or near 2328 Elm Street.

3. At the same time and place the Plaintiff tripped on a piece of raised concrete, fell, and was injured. The **City of Sheboygan** was negligent in its failure to repair the sidewalk.

4. That as a direct and proximate result of the negligence of the **City of Sheboygan** the Plaintiff sustained personal injuries and has incurred medical bills.

5. **SHARON JANEY** makes a claim for damages in the amount of the medical bills incurred, lost wages, and any other damages incurred by the Plaintiff.

Dated this 7th day of July, 2014

WEISS LAW OFFICE, S.C.
Attorneys for Plaintiff
SHARON JANEY

Monte E. Weiss
State Bar No.: 1003816
Charles W. Kramer
State Bar No.: 1021504
Justin M. Schuessler
State Bar No.: 1087974

P.O. Address:
1017 W. Glen Oaks Lane
Suite 207
Mequon, WI 53092
(262) 240-9663 (Telephone)
(262) 240-9664 (Facsimile)
Justin.schuessler@mweisslaw.net - Email

VI

6.10

R. C. No. 348 - 14 - 15. By FINANCE. April 8, 2015.

Your Committee to whom was referred R. O. No. 167-14-15 by the City Clerk submitting a claim from Robert Lettre for alleged damages to his ceiling which cracked and fell during the 8th St. construction; recommends that the document be referred to the new Common Council.

refer to new Council (Finance)

John Rebholz

Julie Kath

Dana D. Carlson

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

3.6

R. O. No. 167 - 14 - 15. By CITY CLERK. November 3, 2014.

Submitting a claim from Robert Lettre for alleged damages to his ceiling which cracked and fell during the 8th St. construction.

Finance
New C.C

Susan Richards
City Clerk

II

DATE RECEIVED 10-27-14 RECEIVED BY LSSchaefer

CLAIM NO. 20-14

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

OCT 27 '14 PM 2:01

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: Robert F. LETTRE SR
2. Home address of Claimant: 717 DILLINGHAM AVE.
3. Home phone number: 920 452-7658
4. Business address and phone number of Claimant: Retired
5. When did damage or injury occur? (date, time of day) 9-20-14 - 10-19-14
6. Where did damage or injury occur? (give full description) BASEMENT LAUNDRY ROOM ceiling (PLASTER) CRACKED & Pieces FELL
7. How did damage or injury occur? (give full description) the SHAKING AND VIBRATION caused by the 8th STREET CONSTRUCTION. When they were BREAKING the cement, The house shook AND caused ceiling to CRACK AND Pieces Fell. the shaking FELT LIKE A LOW GRADE EARTHQUAKE OR A TREMOR.
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: _____

   (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: _____

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").

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

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

Auto: $_____

Property: $ 900. to 1100.00 (Estimated cost to Repair, by Pete Strysick Contractor)

Personal injury: $_____

Other: (Specify below $_____

TOTAL ~~$900.00~~ Pending

Damaged vehicle (if applicable)

Make: _____ Model: _____ Year: _____ Mileage: _____

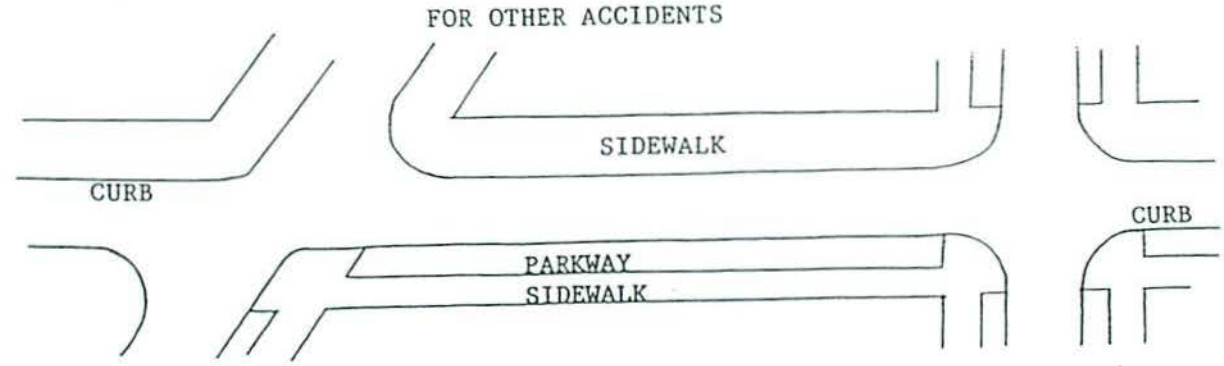
Names and addresses of witnesses, doctors and hospitals: _____

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 Robert F Lettie Sr. Date: 10-27-14

DATE RECEIVED 10-27-14

RECEIVED BY LS Schueler

CLAIM NO. 2-14

OCT 27 '14 PM 2:01

CLAIM

Claimant's Name: Robert F Lettre SR

Claimant's Address: 717 Dillingham Ave
Sheboygan Wi 53081

Claimant's Phone No. _____

Auto	$ _____
Property	$ 900.00
Personal Injury	$ _____
Other (Specify below)	$ _____
TOTAL	Pending

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 $ ~~900.00~~ Pending

SIGNED: Robert F. Lettre Sr. DATE: 10-27-14

ADDRESS: 717 Dillingham Ave
Sheboygan Wi 53081

I 2-0-14
9/20/14

KAP'S Construction Services
710 Union Avenue
Sheboygan, WI 53081
Phone 920-377-5130 E-mail: pstrysick@a

11/28/2014

Bob Lettre
721 Dillingham Avenue
Sheboygan WI 53081

The following is an estimate to repair damage to the plaster of the ceiling in the basement incurr vibrating machines that were working on the South 8th Street sewer and resurfacing project. Lath vibrat from the ceiling causing the plaster to crack and fall from the ceiling leaving holes and missing plaster.

As Follows;

Reattach lath to floor joist as required
R & R electrical conduit as required to accommodate lath and plaster repair
Build up with multiple coats of plaster of drywall compound to finish
Sand and Prime as required.

Total cost of the estimate not to exceed $750.00, (seven hundred fifty dollars)

Thank you for this opportunity to serve you

Peter M. Strysick
KAP'S Construction
920-377-5130

VINTON CONSTRUCT
RON RABOINE
FAX 682-2838
920-

LORRIE 459-3314

VI

6.9

R. C. No. 347 - 14 - 15. By FINANCE. April 8, 2015.

Your Committee to whom was referred R. O. No. 151-14-15 by the City Clerk submitting a claim from Elvera Monson for alleged injuries at the Sheboygan Quarry's building entrance when she tripped and fell; recommends that the document be referred to the new Common Council.

refer to new Council (Finance)

John Bl
Julie Kath
DA

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

3.1

R. O. No. 151 - 14 - 15. By CITY CLERK. October 20, 2014.

Submitting a claim from Elvera Monson for alleged injuries at the Sheboygan Quarry's building entrance when she tripped and fell.

Susan Richards
City Clerk

Finance
new C.C.

DATE RECEIVED OCT 15, 2014 RECEIVED BY LS Schneider

CLAIM NO. 17-14

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

OCT 15'14 AM11:53

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: Elvera Monson
2. Home address of Claimant: 3516 A S 12th St #11
3. Home phone number: 920-452-0061
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) Sept 27, 2014
6. Where did damage or injury occur? (give full description) Sheb. Quarry Front Entrance
7. How did damage or injury occur? (give full description) Got off Bus, tripped and fell
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: N/A

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

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

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").

facial Lacerations from Glasses - when I hit the concret, Profuse Bleeding, and Brused face

11. Name and address of any other person injured: N/A

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

Auto: $_____

Property: $_____

Personal injury: $No Bills Recievd Yet

Other: (Specify below $_____

Pending TOTAL = Glasse Repair, Ambulance, Hosp Charges.

Damaged vehicle (if applicable)~ N/A

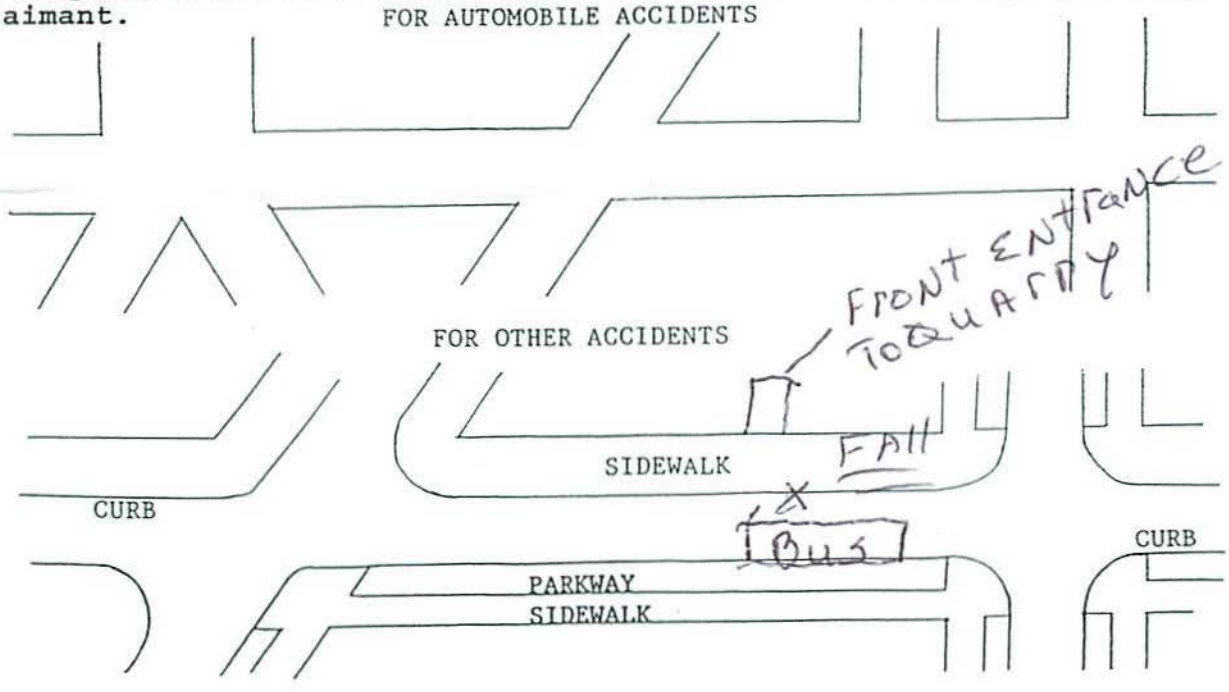
Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: Fire Dept, EMTS - Aurora Emergency Dept, Dr. Margaret M. Barron M.D. - ON call that day - Carol Koning (Friend)

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



SIGNATURE OF CLAIMANT: Elvira Monson Date: 10-15-14

DATE RECEIVED 10-15-14

RECEIVED BY LSchroeder

CLAIM NO. 17-14

CLAIM

OCT 15 '14 AM 11:53

Claimant's Name: Elvera MONSON

Claimant's Address: 3516A S. 12th St. #11
Sheboygan WI 53081

Claimant's Phone No. 920-452-0061

Auto $

Property $

Personal Injury $

Other (Specify below) $

TOTAL Pending

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 $_____.

SIGNED: Elvera Monson DATE: 10-15-14

ADDRESS: 3516A S. 12 St.