



State Bar of Wisconsin Form 1-2003  
**WARRANTY DEED**

**DOC.# 09712748**

Document Number

Document Name

THIS DEED, made between  
PROPERTY OPPORTUNITIES, LLC, a Wisconsin limited  
liability company

REGISTER'S OFFICE | SS  
Milwaukee County, WI

RECORDED 03/18/2009 11:36AM

("Grantor," whether one or more), and  
ANDREW J. SCHROEDER AND ABIGAIL B. SCHROEDER, husband and  
wife *with as joint tenants with rights*  
*of survivorship. ass AJS*

JOHN LA FAVE  
REGISTER OF DEEDS  
AMOUNT: 11.00  
FEE EXEMPT 77.25 #: 0  
TRANSFER FEE: 1146.00

("Grantee," whether one or more)

Grantor, for a valuable consideration, conveys to Grantee the following described real  
estate, together with the rents, profits, fixtures and other appurtenant interests, in  
MILWAUKEE County, State of Wisconsin ("Property") (If more space is  
needed, please attach addendum)

Lot 6, Fox Point Heights, being a part of the Northeast  
1/4 of Section 8, Town 8 North, Range 22 East, Village of  
Fox Point, County of Milwaukee, State of Wisconsin  
EXCEPT that part conveyed by Warranty Deed recorded August  
19, 2008, as Document No. 9640159.

Recording Area

Name and Return Address

*A. Schroeder*  
*331 W. Bergen Dr.*  
*Fox Point, WI 53217*

053-1035

Parcel Identification Number (PIN)

This is not homestead property  
(is)(is not)

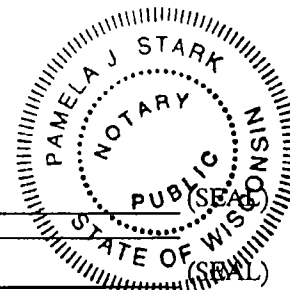
Tax Key No: 053-1035

Address: 331 W. Bergen Drive

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except  
municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded  
building and use restrictions and covenants, and general taxes levied in the year of closing

Dated February 27, 2009

PROPERTY OPPORTUNITIES, LLC, a Wisconsin limited liability company



*B. Meltz*  
\_\_\_\_\_  
BRIAN MELTZ (SEAL)

\_\_\_\_\_  
(SEAL)

**AUTHENTICATION**

Signature(s) \_\_\_\_\_

authenticated on \_\_\_\_\_

\_\_\_\_\_

TITLE MEMBER STATE BAR OF WISCONSIN

(If not, \_\_\_\_\_  
authorized by Wis Stat S706.06)

THIS INSTRUMENT DRAFTED BY:  
ATTORNEY JEFFERY P. PATTERSON

**ACKNOWLEDGMENT**

STATE OF WISCONSIN

*Milwaukee* COUNTY } ss

Personally came before me on 2-27-09  
the above named BRIAN MELTZ

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

*[Signature]*  
Notary Public, State of Wisconsin

My commission (is permanent)(expires 11-13)

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

NOTE THIS IS A STANDARD FORM ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED  
WARRANTY DEED 2003 STATE BAR OF WISCONSIN FORM NO 1-2003

\*Type name below signatures

cwdeedn 9/05

331 W. Berger



\* 0 9 6 0 1 2 5 1 \*

STATE BAR OF WISCONSIN FORM 3-1982  
QUIT CLAIM DEED

DOC.# 09601251

D&B Real Estate, LLC quit claims to

Property Opportunities, LLC

the following described real estate in MILWAUKEE County, State of Wisconsin

Lot 6, in Fox Point Heights, being a Subdivision of part of the Northeast 1/4 of Section 8, Township 8 North, Range 22 East, in the Village of Fox Point, Milwaukee County, Wisconsin

REGISTER'S OFFICE | SS  
Milwaukee County, WI

RECORDED 05/15/2008 12:54PM

JOHN LA FAVE

REGISTER OF DEEDS

AMOUNT: 11.00

FEE EXEMPT 77.25 #: 0

TRANSFER FEE: 996.00

Return to  
Property Opportunities LLC  
4519 Marshall Heights Ave  
Appleton WI 54913-20065

Tax Parcel No 053-1035

This \_\_\_\_\_ is not \_\_\_\_\_ homestead property  
(is)(is not)

Dated this 5 day of May, 2008

D&B Real Estate, LLC

Brian Meltz  
Brian Meltz, Managing Member

AUTHENTICATION

Signature(s) \_\_\_\_\_

authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 2008

TITLE MEMBER STATE BAR OF WISCONSIN

(If not, \_\_\_\_\_  
authorized by § 706.06, Wis Stats)

THIS INSTRUMENT WAS DRAFTED BY

B. Meltz

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

ACKNOWLEDGMENT

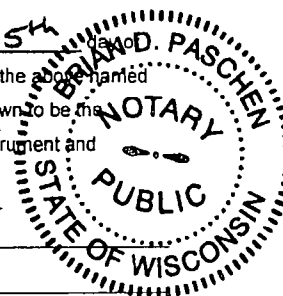
STATE OF WISCONSIN

COUNTY OF Outagamie } ss

Personally came before me this 5th day of May, 2008 the above named  
Brian Meltz, Managing Member to me known to be the  
person(s) who executed the foregoing instrument and  
acknowledge the same

Brian D Paschen  
Notary Public Outagamie County, Wis

My Commission is permanent (If not, state expiration date  
10/18/2009)



331 W. Bergen

STATE BAR OF WISCONSIN FORM 2  
WARRANTY DEED



DOC.# 09585134

REGISTER'S OFFICE | SS  
Milwaukee County, WI

RECORDED 04/11/2008 10:49AM

JOHN LA FAVE

REGISTER OF DEEDS

AMOUNT: 11.00

TRANSFER FEE: 855.00

This Deed, made between Christopher L. Austin, a single person  
and Linda C. Austin, a single person, Grantor, and

D&B Real Estate, LLC, Grantee,

**Witnesseth**, That the said Grantor, for valuable consideration  
one dollar and other valuable consideration conveys to Grantee the  
following described real estate in MILWAUKEE County, State of  
Wisconsin

Lot 6, in Fox Point Heights, being a Subdivision of part of the Northeast  
1/4 of Section 8, Township 8 North, Range 22 East, in the Village of  
Fox Point, Milwaukee County, Wisconsin

RETURN TO  
D&B Real Estate LLC  
4519 Marshall Heights Ave  
Appleton WI 54913 19923

Tax Key No 053-1035

This is homestead property  
(is)/(is not)

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

Dated this 13 day of March, 2008

Christopher L. Austin

Linda C. Austin

AUTHENTICATION

Signature(s) \_\_\_\_\_

authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 2008

TITLE MEMBER STATE BAR OF WISCONSIN  
(If not, \_\_\_\_\_  
authorized by § 706.06 Wis Stats)

THIS INSTRUMENT WAS DRAFTED BY Dale Schaefer

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

ACKNOWLEDGMENT

STATE OF WISCONSIN

COUNTY OF Waukesha } ss

Personally came before me this 13 day of  
March, 2008, the above named Christopher  
L. Austin and Linda C. Austin to me known to be the  
person(s) who executed the foregoing instrument and  
acknowledge the same

Rachel Christoph  
Notary Public, State of Wisconsin

My Commission is permanent (If not, expiration date) 11-20-11

R. E. MTG (19/86)

FOR BUSINESS MORTGAGES AND MORTGAGES IN EXCESS OF \$25M BY INDIVIDUALS  
AND WISCONSIN NON-CONSUMER ACT MORTGAGES OF \$25M OR LESS

## REAL ESTATE MORTGAGE

(Includes Cross Collateral and Future Advance Provisions)

(Revised For Wisconsin Marital Property Act)

Linda R. Foscolo, a single person

("Mortgagor")

whether one or more mortgages, conveys and warrants to F &amp; M Bank

("Mortgagee")

in consideration of the sum of Thirty-five Thousand and no/100Dollars (\$ 35,000.00)loaned or to be loaned to Linda R. Foscolo("Borrower"), whether one or more evidenced by Borrower's notet(s) dated January 4, 1988

the real estate described below, together with all privileges, hereditaments, appurtenances, rents, leases, issues and profits, government entitlements, awards and payments made as a result of the exercise of the right of eminent domain, and all existing and future improvements and fixtures (all called the "Property"). This Mortgage is also given to secure any extensions(s) and/or renewals(s) of the notet(s) and the payment of any and all other sums advanced hereunder or secured by this Mortgage as further described and permitted in Paragraph 4 below, for any reason, and to secure performance of the covenants, conditions and agreements contained herein or in any note or other evidence of any of the Obligations (as hereinafter defined) secured by this Mortgage.

1. Description of Property. (This Property is not the homestead of Mortgagor.)

(if it is not)

Lot Six (6) in Fox Point Heights, being a Subdivision of a part of the North East One-quarter (1/4) of Section Eight (8), in Township Eight (8) North, Range Twenty-Two (22) East, in the Village of Fox Point, Milwaukee County, Wisconsin.

If checked here, description is contained on attached Exhibit "A".

X If checked here, this Mortgage is a purchase money mortgage.

If checked here, this Mortgage is a Construction Mortgage pursuant to Wis. Stat. 409.31(1)(a) in that it secures an obligation incurred for the construction of an improvement on land including the cost of land, or secures an Obligation incurred to refinance a Construction Mortgage.

2. Warranties. Mortgagor warrants clear and marketable title to the Property without the execution hereof by any other person excepting only restrictions and easements of record, zoning and other governmental ordinances and building restrictions, current taxes and assessments not yet due and:

none

(If left blank there are no others).

3. Escrow. Interest n/a be paid on escrowed funds required under Paragraph 8(a) below.

(will/will not)

4. Present and Future Advances and Mortgage as Security. The term "Obligor" as used herein shall include without limitation the RESCORP Borrower, 6.00 maker, co-maker, endorser or guarantor of any of the Obligations as hereafter defined. The term "Obligations" as used herein shall include, without limitation, all of the debts, notes, guarantees, obligations and liabilities of whatever nature or amount (and any extension, renewals or modifications thereof) arising out of credit or other financial accommodation previously granted, contemporaneously granted or granted in the future by Mortgagee to or at the request of any Obligor, and the performance of all covenants, conditions and agreements contained in this Mortgage or in any evidence of or document relating to any of the foregoing and, to the extent not prohibited by law, costs and expenses of collection or enforcement of the Obligations. This Mortgage shall continue to be a lien on the Property while any Obligor of any Obligor to Mortgagee remains solvent regardless of when such Obligations arose, until such time as the Mortgage is released or satisfied of record. Since this Mortgage secures all Obligations of any Obligor to Mortgagee, it is acknowledged that it may secure Obligations in a greater dollar amount than the amount stated in this Mortgage and that recording this Mortgage constitutes notice that the amount set out above may not be the actual amount of the Obligations due Mortgagee. Any advance under this Mortgage shall be discretionary at the sole option of Mortgagee, unless otherwise agreed in writing by the Mortgagee.

5. Taxes and Other Charges. To the extent not paid to Mortgagee under Paragraph 8(a), Mortgagor shall pay before they become delinquent all taxes, special and other assessments and other charges which may be levied or assessed against the Property by virtue of any law and assessment now or hereafter in force upon or against the Property, or against Mortgagee upon this Mortgage or the Obligations secured by this Mortgage, or upon Mortgagee's interest in the Property, and shall deliver to Mortgagee receipts showing the timely payment thereof.

6. Insurance. Mortgagor shall keep the improvements on the Property insured against direct loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, through insurers approved by Mortgagee, in amount(s) without co-insurance at least equal to the full value of the improvements on Property, and shall pay the premiums when due. The policies shall contain the standard mortgage loss payee clause in favor of Mortgagee (said clause shall identify Mortgagee as "mortgage loss payee") and each such insurer is hereby authorized and directed to make payments for loss directly to Mortgagee unless Mortgagee otherwise agrees in writing. The originals of all policies covering the Property shall be deposited with Mortgagee. Mortgagor shall promptly give notice of loss to insurer(s) and Mortgagee. All proceeds from such insurance shall be applied, at the Mortgagee's option, to either any of the Obligations (without prepayment penalty) or to the restoration of improvements on the Property. In the event of foreclosure of this Mortgage or other transfer of title to the Property in extinguishment of the Obligations secured hereby, all right, title and interest of Mortgagor in and to any insurance then in force shall pass to the purchaser or grantee.

7. "Due on sale" and No Transfer. In the event that without Mortgagee's prior written consent, the Property or any part thereof either is sold, assigned, leased, mortgaged, conveyed or otherwise transferred, or any legal or equitable interest or title in all or part of the Property vests in any person(s) or entity(ies) other than the Mortgagor, for any reason whatsoever, including, without limitation, by virtue of the Wisconsin Marital Property Act; all Obligations secured by this Mortgage shall become immediately due and payable in full. Mortgagee may, without notice to Mortgagor, deal with any transferee or with his interest in the same manner as with Mortgagor, without any way discharging Mortgagor's or any Obligor's liability or the Obligations. In the event there is a transfer or conveyance of any interest in the described property, the Mortgagee shall be entitled to all payments and/or consideration received by the Mortgagor pursuant to or by virtue of that transfer or conveyance; this provision shall not in any manner be construed to limit any of the rights or remedies of the Mortgagee, nor shall it in any manner be construed to imply or otherwise indicate that the Mortgagee consents to any such transfer.

## 8. Covenants of Mortgagor. Mortgagor covenants:

(a) Escrow. To pay Mortgagee in escrow an amount (either in single payment, monthly fractional payments, or a combination thereof, at Mortgagee's option) estimated by Mortgagee to be sufficient to enable Mortgagee to pay at least 30 days before they become due (1) all taxes, assessments, and other similar charges levied against the Property, (2) all insurance premiums on any required policy or policies of insurance hereunder, and (3) premiums for any mortgage guaranty insurance, if any of the Obligations secured hereby are guaranteed by said insurance. Upon demand, Mortgagor shall pay Mortgagee such additional amounts as are necessary to enable Mortgagee to pay these items in full when due. Escrowed funds may be commingled with Mortgagee's general funds. If interest is to be paid on escrowed funds, it will be paid as required by law at the lowest lawful rate. Mortgagee shall not be obliged to make a payment for any such purpose more than once a year.

(b) Condition and Repair. To keep Property in good tenable condition and repair, to restore or replace damaged or destroyed improvements and fixtures, and to pay all bills for repairs and any and all expenses incident to the Property, so that no lien may be created against the Property, and to exhibit upon demand, at Mortgagee's office evidence of such payment.

(c) Liens. To keep the Property free from interests, liens and encumbrances except the lien of this Mortgage and any exceptions set forth in Paragraph 2 above;

(d) Waste. Not to commit or permit waste upon the Property;

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

(f) Condemnation. Mortgagor will pay to Mortgagee all compensation received for any taking by condemnation proceedings of (including payments in compromise thereof) and damages for any injury to all or part of the Property. Such compensation shall be applied as Mortgagee determines to rebuilding the Property or any Obligations (without prepayment penalty);

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

(h) Subrogation. That Mortgagee is hereby subrogated to all rights, remedies, claims and liens of any person or any Obligor arising in whole or part from the proceeds of any portion of any Obligation secured by this Mortgage. Mortgagee is also subrogated to the lien of any Obligation, other lien or security interest discharge in whole or in part by any portion of the proceeds of any Obligations secured by this Mortgage.

9. Default, Acceleration, Remedies. Any one of the following events shall constitute a default of this Mortgage and of any Obligations, howsoever evidenced, secured by this Mortgage, if permitted by law:

(a) A failure by any Obligor to make payment on any Obligation when due;

(b) If any representation or warranty made in this Mortgage or otherwise to induce Mortgagee to extend credit to any Obligor is false in any material respect when made;

(c) Any Obligor or a surety for any Obligation dies or ceases to exist;

(d) Mortgagor fails to observe or perform or breaches any of the covenants or agreements contained in this Mortgage;

(e) The breach of any term in any evidence of or documents relating to any Obligation or Loan Agreement or other agreement by any Obligor;

(f) The breach of any term of any Construction Loan Agreement relating to the Property and to which Mortgagee is a party;

(g) The default by Mortgagor, as lessee or tenant, under lease of the Property;

(h) Any act done or permitted by any Obligor whereby the Property shall be weakened, diminished, or impaired;

THIS SPACE RESERVED FOR RECORDING DATA

053-1035  
6137956REGISTER'S OFFICE  
Milwaukee County, WI

RECORDED AT 11:00 AM

JAN 11 1988

REEL 2176 IMAGE

REGISTER OF DEEDS

RETURN TO (ATTN-- pb)

F &amp; M Bank

P.O. Box 10

Menomonee Falls, WI 53051

Tax Key # 053-1035

(1) If any Obligor or other person shall (1) apply for or consent to the appointment of a receiver or trustee for any Obligor or any Obligor's assets, (2) be unable or admit in writing to an inability to pay debts as they mature, (3) make a general assignment for the benefit of creditors, (4) be adjudicated a bankrupt or insolvent, or an order for relief is entered against any Obligor, (5) file a voluntary petition seeking reorganization or an arrangement with creditors or take advantage of any insolvency law or answer admitting the material allegations of a petition filed against any Obligor in any Bankruptcy, reorganization or insolvency proceeding, or (6) take any action for the purpose of effecting any of the foregoing;

(2) Any event which causes Mortgagee in good faith to deem itself insecure;

(3) If Mortgagee is a partnership, a transfer or sale by Mortgagee or shareholders of Mortgagee of a majority of the issued and outstanding stock of any class or those of Mortgagee for less than par value, without the prior written consent of Mortgagee; or (2) the issuance by Mortgagee of stock of any class or type to any persons; or in any manner so as to change the now existing proportionate ownership and control interests of the existing shareholders of Mortgagee, without the prior written consent of Mortgagee;

(4) If Mortgagee is a partnership, then any change in the identity or proportionate interest or control of the partners, without the prior written consent of Mortgagee;

(5) If Mortgagee is an individual, then the death of the spouse of any Obligor or any change in marital status or domicile of any Obligor.

In the event of a default, all Obligations secured by this Mortgage including all amounts which may be or have been advanced by Mortgagee to protect the security of this Mortgage, shall, at the option of the Mortgagee and without notice, notice hereby being expressly waived, be due and payable immediately and Mortgagee may collect the same in full at any time and by foreclosure of this Mortgage by action or by the exercise of any other remedy available at law or equity, notwithstanding the time of payment of any such amounts so advanced by Mortgagee. Mortgagee has no duty to inquire as the validity of any tax, assessment, tax title or other claim or expense against the Property, and a receipt for repayment thereof shall be conclusive of their validity and amount.

10. Authority of Lender to Perform for Mortgagee. If Mortgagee fails to perform any covenants or duties as herein set forth, Mortgagee may perform or cause them to be performed, including without limitation, signing Mortgagee's name; and any amounts paid by Mortgagee pursuant thereto shall bear interest at the appropriate default interest rate (Paragraph 9 above), computed from the date of Mortgagee's expenditure to date of Mortgagee's repayment and be secured by this Mortgage. Mortgagee will repay on demand any such amounts so advanced by Mortgagee. Mortgagee has no duty to inquire as the validity of any tax, assessment, tax title or other claim or expense against the Property, and a receipt for repayment thereof shall be conclusive of their validity and amount.

11. Lien and Set Off of Mortgagee's Credit Balance. Mortgagee grants Mortgagee a security interest and lien, without any limitation, in any property, credit balance, escrow or other money, now or hereafter owed Mortgagee by Mortgagee; and, in addition, Mortgagee agrees that Mortgagee may at any time upon the occurrence of any act of default without notice or demand set off against any such property, credit balance, escrow, or other money, any Obligation secured by this Mortgage whether due or not.

12. Power of Sale. In the event of foreclosure, it shall be lawful for Mortgagee to cause the Property to be sold at public sale and cause execution and delivery to purchasers of deeds(s) of conveyance pursuant to statute.

13. Waiver. Mortgagee may waive any default without waiving any other subsequent or prior default by any Obligor. No failure or delay of Mortgagee to exercise any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Mortgagee of any such right preclude any other or further exercise thereof, or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

14. Assignment of and Entitlement to Rents and Leases. As additional security for Obligations, Mortgagee does hereby assign, sell, transfer, demise and set over to Mortgagee all rents, issues, profits and leases now or hereafter due under or by virtue of any lease, whether written or verbal, or any letting of, or any agreement for the use or occupancy of any part of the Property. Mortgagee may, at its sole option without any prior approval of Mortgagee, notify any or all tenants to pay directly to Mortgagee all rent, issues, profits and payments arising out of the Property, and all payments required to be made pursuant to or by virtue of any lease agreements(s). Mortgagee may apply same, at its option and without regard to priority, to payments of taxes, insurance premiums, operating expenses, attorney's and accountant's fees and expenses, and on the principal and interest of any Obligation, after deduction of a reasonable fee for services rendered in collection and management. This assignment shall continue until all Obligations secured by this Mortgagee have been fully paid and satisfied. The Mortgagee shall be entitled to all rent, issues, profits and leases pertaining to the Property immediately upon default by the Mortgagee in complying with any term or requirement of this Mortgage or any indebtedness or evidence of any indebtedness or guaranty secured by this Mortgage. The Mortgagee shall be entitled without taking any action (including seeking the appointment of a receiver) to all rent, issues, profits and leases.

15. Receiver. Upon the commencement or during the pendency of an action to foreclose this Mortgage or enforce any other remedies of Mortgagee, without regard to the adequacy or inadequacy of the Property as security for the Obligations, and whether or not waste is being committed or occurring, Mortgagee may and the court appoint a receiver of the Property (including homestead interest) to serve without bond and take possession of the Property and require and collect its rents, issues and profits and all payments required to be made pursuant to or by virtue of any lease, to hold and apply the same as directed by the court, and to exercise such other powers as may be granted until the receivership shall cease.

16. Foreclosure Without Deficiency Judgment. 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, Mortgagee agrees to the provisions of sec. 846.101, Wis. Stats., as the same may be amended or renumbered from time to time, permitting Mortgagee, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of such real estate of 20 acres or less as 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 owned by a tax exempt charitable organization, Mortgagee agrees to the provisions of sec. 846.103, Wis. Stats., as the same may be amended or renumbered from time to time, permitting Mortgagee, upon waiving the right to judgment for deficiency to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered. Mortgagee is also entitled to all other or additional remedies permitted by law existing on the date this Mortgage is signed and/or existing at the time of the default.

17. Costs, Expenses and Attorneys Fees. In case of default, whether abated or not, and except as otherwise provided in documents evidencing the Obligations secured hereby, to the extent not prohibited by law, all Mortgagee's expenses for purposes of collection, including actual attorney's fees, and all costs and disbursements if legal action is necessary, and all expenses of Mortgagee including, without limitation, title evidence, surveys, appraisals and insurance shall be added to the Obligations, and become due as incurred, and in the event of foreclosure, be included in the judgment. In the event the position of Mortgagee is challenged in any manner or Mortgagee is named in any action, proceeding or lawsuit for any reason involving any Mortgagee, Borrower, Obligor or the Property, the Mortgagee and any Obligor immediately upon the request of Mortgagee, shall pay Mortgagee all expenses of every kind pertaining thereto including, without limitation, its actual attorney's fees, costs, disbursements, and expenses, which sum if not paid shall be added to the Obligations and become due as incurred, and may be included in any judgment.

18. Word Form. Wherever the context of their usage permits, words in singular form shall include the plural form and words in the plural form shall include the singular form with no distinction between gender.

19. Severability and Cumulative Remedies. Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provisions. The rights and remedies granted to the Mortgagee in this Mortgage are cumulative, and are in addition to the remedies granted by law.

20. Obligors, Successors and Assigns. The Obligations of all Mortgagees and Obligors are jointed and several. This Mortgage benefits Mortgagee, its successors and assigns, and binds all Mortgagees and Obligors and their respective heirs, personal representatives, successors, assigns and trustees and receivers.

21. Applicable Law. This Mortgage shall be governed and interpreted by the internal laws of the State of Wisconsin in effect on the date of execution of this Mortgage, and as such laws may be amended or created from time to time while this Mortgage is in existence.

22. Captions. The captions shall not be deemed to be fully inclusive of all provisions in any captioned paragraph, and are included for reference purposes only.

Signed and Sealed this 4th day of January

19 88. Mortgagee signs freely and voluntarily and without duress or coercion.

(Name of Corporation or ) (SEAL)  
By: (SEAL)  
President or  
Attest: (SEAL)  
Secretary or

(SEAL)  
Linda R. Foscolo  
(SEAL)  
(SEAL)

**AUTHENTICATION** OR **ACKNOWLEDGMENT/CERTIFICATE OF NOTARIAL ACT**  
STATE OF WISCONSIN

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

Waukesha County, ss.

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

This instrument was acknowledged before me on January 4, 19 88 by Linda R. Foscolo

Title: Member State Bar of Wisconsin or authorized under Sec. 706.06 Wis. Stats.

John McCormick  
John F. McCormick  
Dated January 4,  
Notary Public Waukesha  
My Commission (Expires) May 29, 1988

This instrument was drafted by

P. Bouthin for F & M Bank

053-1035  
6137955

## NAME CHANGE

This Deed, made between WILLIAM G. McCLUSKEY and  
CHERYL S. NENNIG, both single persons  
 \_\_\_\_\_, Grantor,  
 and LINDA R. FOSCOLO, a single person  
 \_\_\_\_\_, Grantee,

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

REGISTER'S OFFICE  
 Milwaukee County, WI } ss  
 RECORDED AT 10 00 AM

JAN 11 1988

REEL 2176 IMAGE 954

*Handwritten:* Walter C. Campbell REGISTER  
 OF DEEDS

RETURN TO F&M Bank  
 PO Box 10  
 Menomonee Falls, WI  
 53051

Tax Parcel No: 053-1035

TRANSFER  
 \$ 139.00  
 FEE

*Handwritten:* Bills to:  
 925 E Wells St  
 Milw. 53202

*Handwritten:* Phone  
 3-10-88

Lot Six (6) in Fox Point Heights, being a Subdivision of part of the North East  
 One-quarter (1/4) of Section Eight (8), in Township Eight (8) North, Range  
 Twenty-Two (22) East, in the Village of Fox Point, Milwaukee County, Wisconsin.

6137955  
 RECORD 4.00  
 RTX 139.50

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

Together with all and singular the hereditaments and appurtenances thereunto belonging;

And William G. McCluskey and Cheryl S. Nennig  
 warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances excepting municipal  
 and zoning ordinances, recorded easements for public utilities located adjacent to  
 side and rear lot lines, recorded building and use restrictions and covenants, general  
 taxes levied in the year of closing;  
 and will warrant and defend the same.

Dated this 4th day of January, 1988.

(SEAL)

*Handwritten:* William G. McCluskey

(SEAL)

• WILLIAM G. McCLUSKEY

(SEAL)

*Handwritten:* Cheryl S. Nennig

(SEAL)

• CHERYL S. NENNIG

## AUTHENTICATION

Signature(s) \_\_\_\_\_

authenticated this 4 day of January, 1988

*Handwritten:* William J. Connell  
 • WILLIAM J. CONNELL

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not  
 authorized by § 706.08, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Attorney Richard F. Tyson

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

## ACKNOWLEDGMENT

STATE OF WISCONSIN

Waukegan County, ss.

Personally came before me this 4th day of  
 JANUARY, 1988, the above named  
William G. McCluskey and Cheryl S.  
Nennig

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

Notary Public \_\_\_\_\_ County, Wis.  
 My Commission is permanent. (If not, state expiration  
 date: \_\_\_\_\_, 19\_\_\_\_)

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

DOCUMENT NO.

STATE BAR OF WISCONSIN FORM 1-1988  
WARRANTY DEED

THIS SPACE RESERVED FOR RECORDING DATA

6137954

REGISTER'S OFFICE } ss  
Milwaukee County, WI  
RECORDED AT 10:00 AM

JAN 11 1988

REEL 2176 IMAGE 953

With Copy REGISTER OF DEEDS

**NAME CHANGE**

This Deed, made between ROBERT J. LEVENDUSKY

Grantor,  
and WILLIAM G. MCCLUSKEY and CHERYL S. NENNIG,  
as joint tenants and not as tenants in common,

Witnesseth, That the said Grantor, for a valuable consideration

conveys to Grantee the following described real estate in Milwaukee  
County, State of Wisconsin:

Lot Six (6) in Fox Point Heights, being a  
Subdivision of a part of the North East One-  
quarter (1/4) of Section Eight (8), in  
Township Eight (8) North, Range Twenty-two  
(22) East, in the Village of Fox Point,  
Milwaukee County, Wisconsin.

RETURN TO Attn: pb-Poscilo  
F & M Bank  
P.O. Box 10  
Menomonee Falls, WI 53051  
Tax Parcel No.: 053-1035

This deed is given in fulfillment of a certain land contract between  
the parties dated August 22, 1984 and recorded in the office of the  
Register of Deeds for Milwaukee County, Wisconsin, on August 29, 1984  
on Reel 1673, Image 1622, as Document No. 5746619.

TRANSFER  
\$125.00  
FEE

6137954 #  
RECORD 4.00  
RTX 135.00

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

Together with all and singular the hereditaments and appurtenances thereunto belonging;

And ROBERT J. LEVENDUSKY  
warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except municipal  
and zoning ordinances, recorded easements and restrictions, and excepting  
any liens or encumbrances created by the act or default of the grantees,  
and will warrant and defend the same.

Dated this 30 day of September, 1987

Robert J. Levendusky (SEAL)

• Robert J. Levendusky

(SEAL)

(SEAL)

**AUTHENTICATION**

Signature (X) of Robert J. Levendusky

authenticates this 30 day of September 1987

• Thomas E. Dolan

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not,  
authorized by § 706.08, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

ATTY. THOMAS E. DOLAN

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

**ACKNOWLEDGMENT**

STATE OF WISCONSIN

County, ss.

Personally came before me this 30 day of  
September, 1987 the above named

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

Notary Public County, Wis.  
My Commission is permanent. (If not, state expiration  
date: 1987)

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

236 (11/17/86)

Prepared and intended for use by commercial  
banks in transactions governed by Wisconsin Law.

Wisconsin Bankers Association 1987

## CONSUMER REAL ESTATE MORTGAGE

Loans to individuals for Personal, Family, Household or Agricultural purposes where  
Amount Financed does not exceed \$25,000 and the mortgage is not a first mortgage!

Linda R. Foscolo,

A single person

whether one or more mortgages, conveys and warrants to F &amp; M Bank ("Mortgagor"),

in consideration of the sum of Seven Thousand and no/100 \*\*\*\*\* ("Lender")

Dollars (\$ 7,000.00 \*\*\*\*\* ),

loaned or to be loaned to Linda R. Foscolo,

A single person

evidenced by Borrower's note(s) or agreement dated August 11, 1988 ("Borrower", whether one or more),

the real estate described below, together with  
all privileges, hereditaments, easements and appurtenances, all rents, leases and profits, all awards and payments  
made as a result of the exercise of the right of eminent domain and all existing and future improvements and fixtures  
fall called the "Property".

1. Description of Property (This Property is not the homestead of Mortgagor.)  
XXX (is not)

Lot 6 in Fox Point Heights, being a Subdivision of a part of the Northeast 1/4 of Section 8, Town 8 North,  
Range 22 East, in the Village of Fox Point, County of Milwaukee, State of Wisconsin.

Sited on Bergen Drive

6205207

REGISTER'S OFFICE } ss  
Milwaukee County, WI.  
RECORDED AT M

SEP 1 1988

REEL 2250 IMAGE 103

Linda R. Foscolo REGISTER OF DEEDS

RETURN TO Karen Sue LaRussa  
F & M Bank  
P.O. Box 10  
Menomonee Falls, WI 53051

Tax Key # 053-1035-000

6205207

RECORD 6.00

☐ If checked here, description is continued on attached sheet.

2. Title. Mortgagor covenants and warrants title to the Property, excepting only restrictions and easements of record, municipal and zoning ordinances,  
current taxes and assessments not yet due and excepting a first mortgage to F & M Bank for \$81,500.00 dated May 20, 1988,  
this also is non-homestead property.

3. Escrow. Interest n/a be paid on escrowed funds required under paragraph 8(a) on the reverse side.  
(will) (will not)

4. Additional Provisions. Mortgagor shall observe and comply with the Additional Provisions on the reverse side, which are incorporated herein, and shall  
not permit an event of default to occur.  
The undersigned acknowledges receipt of an exact copy of this Mortgage.

## NOTICE TO CUSTOMER

- (a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED.  
(b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.  
(c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.  
(d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU  
MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

Signed and Sealed this 11th day of August, 1988.

## SEE REVERSE SIDE FOR ADDITIONAL PROVISIONS

Witnesses not required

(Mortgagor) (SEAL)

(Mortgagor) (SEAL)

Linda R. Foscolo (Mortgagor) (SEAL)

(Mortgagor) (SEAL)

## AUTHENTICATION

OR

## ACKNOWLEDGMENT

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

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

Title: Member State Bar of Wisconsin or  
authorized under §706.06, Wis. Stats.

This instrument was drafted by

Karen Sue LaRussa for F &amp; M Bank

\*Type or print name signed above.

## STATE OF WISCONSIN

County of Waukesha } ss.  
This instrument was acknowledged before me on August 11,  
19 88, by Linda R. Foscolo

(Name(s) of person(s))  
as a single person  
(Type of authority, e.g., officer, trustee, etc., if any)

of John F. McCormick  
(Name of party on behalf of whom instrument was executed, if any)  
Notary Public Waukesha County, Wis.  
My Commission (Expires) (is) May 24, 1992





R.E. MTG (9/86)

FOR BUSINESS MORTGAGES AND MORTGAGES IN EXCESS OF \$25M BY INDIVIDUALS  
AND WISCONSIN NON-CONSUMER ACT MORTGAGES OF \$25M OR LESS.

## REAL ESTATE MORTGAGE

(Includes Cross Collateral and Future Advance Provisions)  
(Revised For Wisconsin Marital Property Act)

Linda R. Foscolo, an unmarried person

whether one or more mortgages, conveys and warrants to F & M Bank ("Mortgagor")

("Mortgagee")

in consideration of the sum of Eighty-one Thousand Five Hundred and no/100nds-  
----- Dollars (\$ 81,500.00 )loaned or to be loaned to Linda R. Foscolo("Borrower", whether one or more) evidenced by Borrower's note(s) dated May 20, 1988

the real estate described below,  
together with all privileges, hereditaments, appurtenances, rents, leases, issues and profits, government  
entitlements, awards and payments made as a result of the exercise of the right of eminent domain, and all  
existing and future improvements and fixtures (all called the "Property"). This Mortgage is also given to  
secure any extensions and/or renewals of the note(s) and the payment of any and all other sums  
advanced hereunder or secured by this Mortgage as further described and permitted in Paragraph 4 below,  
for any reason, and to secure performance of the covenants, conditions and agreements contained herein or  
in any note or other evidence of any of the Obligations (as hereinafter defined) secured by this Mortgage.

1. Description of Property. (This Property is not the homestead of Mortgagor.)  
(is/is not)

Lot 6 in Fox Point Heights, being a Subdivision of a part of the Northeast ¼ of Section 8,  
Town 8 North, Range 22 East, in the Village of Fox Point, County of Milwaukee, State of  
Wisconsin.

- ☐ If checked here, description is contained on attached Exhibit "A".  
☐ If checked here, this Mortgage is a purchase money mortgage.

☒ If checked here, this Mortgage is a "Construction Mortgage" pursuant to Wis. Stat. 408.313(1)(a) in that it secures an obligation incurred for the construction of  
an improvement on land including the cost of land, or secures an Obligation incurred to refinance a Construction Mortgage.

2. Warranties. Mortgagor warrants clear and marketable title to the Property without the execution hereof by any other person excepting only restrictions and  
easements of record, zoning and other governmental ordinances and building restrictions, current taxes and assessments not yet due and:

None

(If left blank there are no others).

3. Escrow. Interest n/a be paid on escrowed funds required under Paragraph 8(a) below.  
(will/will not)

4. Present and Future Advances and Mortgage as Security. The term "Obligor" as used herein shall include without limitation the known Borrower,  
maker, co-maker, endorser or guarantor of any of the Obligations as hereinafter defined. The term "Obligations" as used herein shall include, without limitation, all  
of the debts, notes, guarantees, obligations and liabilities of whatever nature or amount (and any extension, renewal or modifications thereof) arising out of credit  
or other financial accommodation previously granted, contemporaneously granted or granted in the future by Mortgagee to or at the request of any Obligor, and  
the performance of all covenants, conditions and agreements contained in this Mortgage or in any evidence of or document relating to any of the foregoing end,  
to the extent not prohibited by law, costs and expenses of collection or enforcement of the Obligations. This Mortgage shall continue to be a lien on the Property  
while any Obligations of any Obligor to Mortgagee remain unpaid regardless of when such Obligations arose, until such time as this Mortgage is released or  
satisfied of record. Since this Mortgage secures all Obligations of any Obligor to Mortgagee, it is acknowledged that it may secure Obligations in a greater dollar  
amount than the amount stated in this Mortgage and that recording this Mortgage constitutes notice that the amount set out above may not be the actual amount  
of the Obligations due Mortgagee. Any advance under this Mortgage shall be discretionary at the sole option of Mortgagee, unless otherwise agreed in writing by  
the Mortgagee.

5. Taxes and Other Charges. To the extent not paid to Mortgagee under Paragraph 8(b), Mortgagor shall pay before they become delinquent all taxes, assessed,  
special and other assessments and other charges which may be levied or assessed against the Property by virtue of any law and assessment now or hereafter in  
force upon or against the Property, or against Mortgagee upon this Mortgage or the Obligations secured by this Mortgage, or upon Mortgagee's interest in the  
Property, and shall deliver to Mortgagee receipts showing the timely payment thereof.

6. Insurance. Mortgagor shall keep the improvements on the Property insured against direct loss or damage occasioned by fire, extended coverage perils and  
such other hazards as Mortgagee may require, through insurers approved by Mortgagee, in amount(s) without co-insurance at least equal to the full value of the  
improvements on Property, and shall pay the premiums when due. The policies shall contain the standard mortgage loss payee clause in favor of Mortgagee (said  
clause shall identify Mortgagee as "mortgage loss payee") and each such insurer is hereby authorized and directed to make payments for loss directly to  
Mortgagee unless Mortgagee otherwise agrees in writing. The originals of all policies covering the Property shall be deposited with Mortgagee. Mortgagee shall  
promptly give notice of loss to insurer(s) and Mortgagee. All proceeds from such insurance shall be applied, at the Mortgagee's option, to either any of the  
Obligations (without prepayment penalty) or to the restoration of improvements on the Property. In the event of foreclosure of this Mortgage, the other transfer of  
title to the Property in extinguishment of the Obligations secured hereby, all right, title and interest of Mortgagor in and to any insurance then in force shall pass to  
the purchaser or grantee.

7. "Due on sale" and No Transfer. In the event that without Mortgagee's prior written consent, the Property or any part thereof either is sold, assigned,  
leased, mortgaged, conveyed or otherwise transferred, or any legal or equitable interest or title in all or part of the Property vests in any person(s) or entity(ies)  
other than the Mortgagor, for any reason whatsoever, including, without limitation, by virtue of the Wisconsin Marital Property Act; all Obligations secured by this  
Mortgage shall become immediately due and payable at Mortgagee's option. Mortgagee may, without notice to Mortgagor, deal with any transferee or with his  
insurer in the same manner as with Mortgagor, without any way discharging Mortgagor's or any Obligor's liability or the Obligations. In the event there is a  
transfer or conveyance of any interest in the described property, the Mortgagee shall be entitled to all payments and/or considerations received by the Mortgagor  
pursuant to or by virtue of that transfer or conveyance; this provision shall not in any manner be construed to limit any of the rights or remedies of the Mortgagee,  
nor shall it in any manner be construed to imply or otherwise indicate that the Mortgagee consents to any such transfer.

## 8. Covenants of Mortgagor. Mortgagor covenants:

- (a) Escrow. To pay Mortgagee in escrow an amount (either in single payment, monthly fractional payments, or a combination thereof, at Mortgagee's option)  
estimated by Mortgagee to be sufficient to enable Mortgagee to pay at least 30 days before they become due (1) all taxes, assessments, and other similar  
charges levied against the Property; (2) all insurance premiums on any required policy or policies of insurance hereunder; and (3) premiums for any mortgage  
guaranty insurance, if any of the Obligations secured hereby are guaranteed by said insurance. Upon demand, Mortgagee shall pay Mortgagee such  
additional amounts as are necessary to enable Mortgagee to pay these items in full when due. Escrowed funds may be co-mingled with Mortgagee's general  
funds. If interest is to be paid on escrowed funds, it will be paid as required by law at the lowest lawful rate. Mortgagee shall not be obliged to make a  
payment for any such purpose more than once a year;
- (b) Condition and Repair. To keep Property in good tenantable condition and repair, to restore or replace damaged or destroyed improvements and fixtures,  
and to pay all bills for repairs and any and all expenses incident to the Property, so that no lien may be created against the Property, and to exhibit upon  
demand, at Mortgagee's office evidence of such payment;
- (c) Liens. To keep the Property free from interests, liens and encumbrances except the lien of this Mortgage and any exceptions set forth in Paragraph 2  
above;
- (d) Wastes. Not to commit or permit waste upon the Property;
- (e) Alteration or Removal. Not to remove, demolish or materially alter any part of the Property, without Mortgagee's prior written consent, except Mortgagee  
may remove a fixture provided the fixture is promptly replaced with another fixture of at least equal utility and quality;
- (f) Condemnation. Mortgagor will pay to Mortgagee all compensation received for any taking by condemnation proceedings of (including payments in  
compromise thereof) and damages for any injury to all or part of the Property. Such compensation shall be applied as Mortgagee determines to rebuilding the  
Property or any Obligations (without prepayment penalty);
- (g) Ordinances and Inspection. To comply with all laws, ordinances and regulations affecting the Property and to permit Mortgagee or its authorized  
representatives to enter the Property at reasonable times to inspect it and at Mortgagee's option repair or restore it; and
- (h) Subrogation. That Mortgagee is hereby subrogated to all rights, remedies, claims and liens of any person or any Obligor arising in whole or part from the  
proceeds of any portion of any Obligation secured by this Mortgage. Mortgagee is also subrogated to the lien of any mortgage, other lien or security interest  
discharge in whole or in part by any portion of the proceeds of any Obligations secured by this Mortgage.

9. Default, Acceleration, Remedies. Any one of the following events shall constitute a default of this Mortgage and of any Obligations, however  
estimated, secured by this Mortgage, if permitted by law:

- (a) A failure by any Obligor to make payment on any Obligation when due;
- (b) If any representation or warranty made in this Mortgage or otherwise to induce Mortgagee to extend credit to any Obligor is false in any material respect  
when made;
- (c) Any Obligor or a surety for any Obligation dies or ceases to exist;
- (d) Mortgagee fails to observe or perform or breaches any of the covenants or agreements contained in this Mortgage;
- (e) The breach of any term in any evidence of or documents relating to any Obligation or Loan Agreement or other agreement by any Obligor;
- (f) The breach of any term of any Construction Loan Agreement relating to the Property and to which Mortgagee is a party;
- (g) The default by Mortgagor, as lessee or tenant, under lease of the Property;
- (h) Any act done or permitted by any Obligor whereby the Property shall be weakened, diminished, or treated:

THIS SPACE RESERVED FOR RECORDING DATA

053-1035

6187201

REGISTER'S OFFICE  
Milwaukee County, WI  
RECORDED AT 4:45 PM

JUL - 7 1988 1065-

REF 2229 IMAG 1066

Wish Bay  
REGISTER  
OF DEEDS

RETURN TO (ATTN-)  
F & M BANK  
P.O. BOX 10  
MENOMONEE FALLS, WI 53051

Tax Key # 053-1035-000

6187201

6.00

000  
84



## LAND CONTRACT

(TO BE USED FOR ALL TRANSACTIONS WHERE OVER \$25,000 IS FINANCED AND IN OTHER NON-CONSUMER ACT TRANSACTIONS)

## NAME CHANGE

Contract, by and between ROBERT J. LEVENDUSKY

..... ("Vendor", whether one or more) and WILLIAM G. MCCLUSKEY and CHERYL S. NENNIG, as joint tenants and not as tenants in common, .....

..... ("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 Milwaukee County, State of Wisconsin:

Lot 6 in Fox Point Heights, being a Subdivision of a part of the North East 1/4 of Section 8, in Township 8 North, Range 22 East, in the Village of Fox Point, County of Milwaukee, State of Wisconsin.

THIS SPACE RESERVED FOR RECORDING DATA

5746619

REGISTER'S OFFICE  
Milwaukee County, Wis. } SS  
RECORDED AT - 20PM

AUG 29 1984 1622-

REEL 1673 IMAGE 1623

With Book REGISTER OF DEEDS

THOMAS E. DOLAN  
ATTORNEY AT LAW  
4141 WEST BRADLEY ROAD  
MILWAUKEE, WISCONSIN 53208

Tax Parcel No. 053-1035

FEE  
# 7722(2)  
EXEMPT

f 53 C

DOC # 5746619 #  
RECORD 6.00

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

Purchaser agrees to purchase the Property and to pay to Vendor at his residence the sum of \$ 45,000.00 in the following manner: (a) \$ 10,000.00 at the execution of this Contract; and (b) the balance of \$ 35,000.00, together with interest from date hereof on the balance outstanding from time to time at the rate of ten (10) per cent per annum until paid in full, as follows: the sum of \$462.53 per month, with first payment payable on the 1st day of September, 1984 and successive like payments of said sum on the 1st day of each month thereafter until the maturity date. Interest shall be postpaid.

Provided, however, the entire outstanding balance shall be paid in full on or before the 22nd day of AUGUST, 1989 (the maturity date).

Following any default in payment, interest shall accrue at the rate of 10 % 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, 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. Any amount may be prepaid without premium or fee upon principal at any time after AUGUST 22, 1984 ~~XXXX~~

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.

Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination ~~XXXX~~

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 August 22, 1984  
\*Cross Out One.

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 \$ N/A, but Vendor shall not require coverage in an amount more than the balance owed under this Contract. Purchaser shall pay the insurance premiums 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 tenable 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, ~~XXXXXX~~

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 30 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 Vendor fails to redempt); or (ii) Vendor may sue for specific performance of this Contract to compel immediate and full payment of 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 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 of 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 amounts then due under this Contract. Purchaser may make any 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 any other subsequent or prior default of Purchaser. 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 22nd day of August, 1984

Robert J. Levendusky (SEAL) William G. McCluskey (SEAL)

Cheryl S. Nennig (SEAL)

AUTHENTICATION

Signature(s) of Robert J. Levendusky, William G. McCluskey and Cheryl S. Nennig

authenticated this 22nd day of August, 1984

Thomas E. Dolan  
TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not, authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

ATTY. THOMAS E. DOLAN

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

ACKNOWLEDGMENT

STATE OF WISCONSIN

County of Dodge  
Personally came before me this 22nd day of August, 1984, the above named

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

Notary Public  
My Commission is permanent. (If not, state expiration date: 19 )

NAME CHANGE

053-1035

DOCUMENT NO

REEL 1463 MAG 1696

STATE BAR OF WISCONSIN — FORM 1  
WARRANTY DEED  
THIS SPACE RESERVED FOR RECORDING DATA

5558420

REGISTER'S OFFICE  
Milwaukee County, Wis. } ss  
RECORDED AT 4 25 PM

AUG 18 1982  
REEL 1463 IMAGE 1696

*None any*  
REGISTER OF DEEDS

RETURN TO Atty. Thomas E. Dolan  
4141 W. Bradley Rd.  
Milwaukee, WI 53209

Tax Key No. 053-1035

This Deed, made between JOHN M. HEMENWAY, ss  
to an undivided 1/7th interest.

Grantor  
and ROBERT J. LEVENDUSKY

Witnesseth, That the said Grantor, for a valuable consideration.

conveys to Grantee the following described real estate in Milwaukee  
County, State of Wisconsin:

Lot Six (6) in Fox Point Heights, being a Subdivision of a  
part of the North East One-quarter (1/4) of Section  
Eight (8), in Township Eight (8) North, Range Twenty-  
two (22) East, in the Village of Fox Point, County of  
Milwaukee, State of Wisconsin.

DOC # 5558420 #  
RECORD 4.00  
RTX 29.40

TRANSFER  
\$29.40  
[initials]

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

Together with all and singular the hereditaments and appurtenances thereunto belonging;

And John M. Hemenway

warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except municipal and  
zoning ordinances and recorded easements and restrictions,

and will warrant and defend the same.

Dated this 9th day of August 1982

(SEAL)

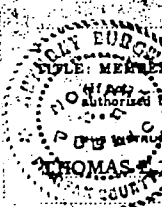
*John M. Hemenway*  
John M. Hemenway (SEAL)

(SEAL)

(SEAL)

AUTHENTICATION

Signatures authenticated this day of  
1982



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

ACKNOWLEDGMENT

STATE OF WISCONSIN  
MILWAUKEE COUNTY

Personally came before me, this 9th day of  
August 1982 the above named  
John M. Hemenway

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

*Anthony Burghall*  
Anthony Burghall  
Notary Public, Milwaukee County, WI  
My Commission is permanent. (If not, state expiration  
date: Jan 22, 1987.)

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

WARRANTY DEED

STATE BAR OF WISCONSIN  
NOTARY SEAL - 1982

Wisconsin Legal Book Co. Inc.  
Milwaukee, Wis. (Joh 1115)

420

NAME CHANGE

DOCUMENT NO.

REEL 1463 MAG 1697

STATE BAR OF WISCONSIN — FORM 1  
WARRANTY DEED  
THIS SPACE RESERVED FOR RECORDING DATA

5558421

REGISTER'S OFFICE } ss  
Milwaukee County, Wis.  
RECORDED AT 4 25 PM

AUG 18 1982  
REEL 1463 IMAGE 1697

Wm. A. Angell  
REGISTER OF DEEDS

This Deed, made between JOHN D. HEMENWAY, as to  
an undivided 1/7th interest, and ELIZABETH H.  
HEMENWAY, as to an undivided 1/7th interest,  
Grantor  
and ROBERT J. LEVENDUSKY  
Grantee,

Witnesseth, That the said Grantor, for a valuable consideration

conveys to Grantee the following described real estate in Milwaukee  
County, State of Wisconsin:

Lot Six (6) in Fox Point Heights, being a Subdivision of a  
part of the North East One-quarter (1/4) of Section  
Eight (8), in Township Eight (8) North, Range Twenty-  
two (22) East, in the Village of Fox Point, County of  
Milwaukee, State of Wisconsin.

RETURN TO Atty. Thomas E. Dolan  
4141 W. Bradley Rd.  
Milwaukee, WI 53209

Tax Key No. 053-1035

TRANSFER  
8/14/82  
FEE

DOC # 5558421 #  
RECORD 4.00  
RTX 14.70

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

Together with all and singular the hereditaments and appurtenances thereunto belonging;

And John D. Hemenway and Elizabeth H. Hemenway  
warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except municipal and  
zoning ordinances and recorded easements and restrictions,

and will warrant and defend the same.

Dated this 12 day of August, 1982

(SEAL)

John D. Hemenway

(SEAL)

(SEAL)

Elizabeth H. Hemenway

(SEAL)

AUTHENTICATION

Signatures authenticated this day of  
1982

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not  
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

THOMAS E. DOLAN, Atty.

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

ACKNOWLEDGMENT

STATE OF WISCONSIN

Hancock County, ss.  
Personally came before me, this 12 day of  
August, 1982 the above named John D.  
Hemenway and Elizabeth H. Hemenway

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

Notary Public  
My Commission is permanent. date: 8/15

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

WARRANTY DEED

STATE BAR OF WISCONSIN  
FORM No. 1 — 1977

Wisconsin Legal Blank Co. Inc.  
Milwaukee, Wis. (346-8410)

053-1035

NAME CHANGE

DOCUMENT NO

REEL 1463 MAG 1698

STATE BAR OF WISCONSIN—FORM 1  
WARRANT DEED  
THIS SPACE RESERVED FOR RECORDING DATA

5558422

REGISTER'S OFFICE } SS  
Milwaukee County, Wis. }  
RECORDED AT 4:23 PM

AUG 18 1982  
REEL 1463 IMAGE 1698

REGISTER OF DEEDS

RETURN TO Atty. Thomas E. Dolan  
4141 W. Bradley Rd.  
Milwaukee, WI 53209

Tax Key No. 053-1035

This Deed, made between DAVID H. HEMENWAY, SR.  
to an undivided 1/7th interest.

Grantor  
and ROBERT J. LEVENDUSKY

Grantee,  
Witnesseth, That the said Grantor, for a valuable consideration,

conveys to Grantee the following described real estate in Milwaukee  
County, State of Wisconsin:

Lot Six (6) in Fox Point Heights, being a Subdivision of a  
part of the North East One-quarter (1/4) of Section  
Eight (8), in Township Eight (8) North, Range Twenty-  
two (22) East, in the Village of Fox Point, County of  
Milwaukee, State of Wisconsin.

DOC # 5558422 #  
RECORD 4.00  
RTX 14.70

TRANSFER  
# 1428

This is not homestead property.

(is) (is not)

Together with all and singular the hereditaments and appurtenances thereunto belonging;

And David H. Hemenway

warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except municipal and  
zoning ordinances and recorded easements and restrictions,

and will warrant and defend the same.

Dated this 3rd day of August, 19 82

(SEAL)

David H. Hemenway

(SEAL)

• David H. Hemenway

(SEAL)

(SEAL)

AUTHENTICATION

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

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not,  
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

THOMAS E. DOLAN, Atty.

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

ACKNOWLEDGMENT

STATE OF ~~WISCONSIN~~

District of Columbia } ss.  
County, } 3rd

Personally came before me, this \_\_\_\_\_ day of  
AUGUST 1982 the above named David H.  
Hemenway

to me known to be the person \_\_\_\_\_ who executed the  
forfeited instrument and acknowledge the same.

Thomas E. Dolan  
Notary Public, District of Columbia, DC  
My Commission is permanent. (If not, state expiration  
date.) My Commission Expires April 30, 1989

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



REEL 1463 MAG 1699

DOCUMENT NO

STATE BAR OF WISCONSIN — FORM 1  
WARRANTY DEED  
THIS SPACE RESERVED FOR RECORDING DATA

5558423

REGISTER'S OFFICE } ss  
Milwaukee County, Wis. }  
RECORDED AT 4:25 PM

AUG 18 1982  
REEL 1463 IMAGE 1699

NAME & ADDRESS  
REGISTER OF DEEDS

RETURN TO Atty. Thomas E. Dolan  
4141 W. Bradley Rd.  
Milwaukee, WI 53209

Tax Key No. 053-1035

DOC # 5558423 #  
RECORD 4.00  
RTX 14.70

TRANSFER  
\$1470  
ES

NAME CHANGE

This Deed, made between MARY JOYCE HEMENWAY,  
as to an undivided 1/7th interest,

and ROBERT J. LEVENDUSKY Grantor

Witnesseth, That the said Grantor, for a valuable consideration

conveys to Grantee the following described real estate in Milwaukee  
County, State of Wisconsin:

Lot Six (6) in Fox Point Heights, being a Subdivision of a  
part of the North East One-quarter (1/4) of Section  
Eight (8), in Township Eight (8) North, Range Twenty-  
two (22) East, in the Village of Fox Point, County of  
Milwaukee, State of Wisconsin.

This is not homestead property.

(is) (is not)

Together with all and singular the hereditaments and appurtenances thereunto belonging;

And Mary Joyce Hemenway

warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except municipal and  
zoning ordinances and recorded easements and restrictions,

and will warrant and defend the same.

Dated this 2 day of Aug, 19 82

(SEAL)

Mary Joyce Hemenway (SEAL)

(SEAL)

(SEAL)

# AUTHENTICATION

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

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not  
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

THOMAS E. DOLAN, Atty.

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

# ACKNOWLEDGMENT

STATE OF WISCONSIN

Jeffrey H. Hemenway } ss.  
Sullivan County.

Personally came before me, this 2nd day of  
August, 1982 the above named  
Mary Joyce Hemenway

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

Jeffrey Hemenway Notary Public  
My Commission is permanent. (If not, state expiration date: 9-1-1984)

400

WARRANTY DEED

STATE BAR OF WISCONSIN  
FORM No. 1 — 1977

Wisconsin Legal Book Co. Inc.  
Milwaukee, Wis. (1981/82)

053-1035

NAME CHANGE

DOCUMENT NO

REEL 1463 MAG 1700

STATE BAR OF WISCONSIN — FORM 1  
WARRANTY DEED  
THIS SPACE RESERVED FOR RECORDING DATA

5558424

REGISTER'S OFFICE  
Milwaukee County, Wis. } SS  
RECORDED AT 4:08 PMAUG 18 1982  
REEL 1463 IMAGE 1700W. A. DOLAN  
REGISTER OF DEEDSRETURN TO Atty. Thomas E. Dolan  
4141 W. Bradley Rd.  
Milwaukee, WI 53208

Tax Key No. 053-1035

This Deed, made between ELIZABETH JANE  
HEMENWAY, as to an undivided 1/7th interest.

and ROBERT J. LEVENDUSKY Grantor

Witnesseth, That the said Grantor, for a valuable consideration

conveys to Grantee the following described real estate in Milwaukee  
County, State of Wisconsin:Lot Six (6) in Fox Point Heights, being a Subdivision of a  
part of the North East One-quarter (1/4) of Section  
Eight (8), in Township Eight (8) North, Range Twenty-  
two (22) East, in the Village of Fox Point, County of  
Milwaukee, State of Wisconsin.DOC # 5558424 #  
RECORD 4.00  
RTX 14.70KANSAS  
\$1420  
ESThis is not homestead property.  
(is) (is not)

Together with all and singular the hereditaments and appurtenances thereunto belonging;

And Elizabeth Jane Hemenway

warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except municipal and  
zoning ordinances and recorded easements and restrictions,

and will warrant and defend the same.

Dated this August 15th day of August 1982

(SEAL) Elizabeth Jane Hemenway (SEAL)

Elizabeth Jane Hemenway (SEAL)

(SEAL)

## AUTHENTICATION

Signatures authenticated this day of  
19

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not,  
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

THOMAS E. DOLAN, Atty.

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

## ACKNOWLEDGMENT

STATE OF WISCONSIN

District of Columbia }  
Personally came before me, this 3rd day of  
August, 1982 the above named  
Elizabeth Jane Hemenwayto me known to be the person who executed the  
foregoing instrument and acknowledge the same.Notary Public  
My Commission is permanent (If not, state expiration  
date: )

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

WARRANTY DEED

STATE BAR OF WISCONSIN

Wisconsin Legal Blank Co. Inc.

053-1035

NAME CHANGE

DOCUMENT NO

REEL 1463 PAGE 1701

STATE BAR OF WISCONSIN — FORM 1  
WARRANTY DEED  
THIS SPACE RESERVED FOR RECORDING DATA

5558425

This Deed, made between CHARLOTTE C. HEMENWAY,  
as to an undivided 1/7th interest.and ROBERT J. LEVENDUSKY

Grantor

Grantee

Witnesseth, That the said Grantor, for a valuable consideration

conveys to Grantee the following described real estate in Milwaukee  
County, State of Wisconsin:

Lot Six (6) in Fox Point Heights, being a Subdivision of a  
part of the North East One-quarter (1/4) of Section  
Eight (8), in Township Eight (8) North, Range Twenty-  
two (22) East, in the Village of Fox Point, County of  
Milwaukee, State of Wisconsin.

 REGISTER'S OFFICE  
Milwaukee County, Wis. } SS  
RECORDED AT 4 23 PM

 AUG 18 1982  
REEL 1463 PAGE 1701

 Name Amy L  
REGISTER OF DEEDS

 RETURN TO Atty. Thomas E. Dolan  
4141 W. Bradley Rd.  
Milwaukee, WI 53209

Tax Key No. 053-1035

DOC #	5558425 #
RECORD	4.00
RTX	14.70
B CASH B	126.90
#87851 C001 R01	116:24
	AUG 18 82

 TRANSFER  
\$1420  
FEE

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

Together with all and singular the hereditaments and appurtenances thereunto belonging:

And Charlotte C. Hemenway
 warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except municipal and  
zoning ordinances and recorded easements and restrictions,

and will warrant and defend the same.

Dated this 2nd day of August, 19 82

(SEAL)

Charlotte C. Hemenway

(SEAL)

(SEAL)

(SEAL)

## AUTHENTICATION

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

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

THOMAS E. DOLAN, Atty.

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

## ACKNOWLEDGMENT

 STATE OF ~~WISCONSIN~~  
Washington, District  
of Columbia County. } ss.

 Personally came before me, this 2nd day of  
August, 1982 the above named  
Charlotte C. Hemenway

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

 Notary Public Richard J. Coleman  
My Commission is permanent (if not, state expiration date: Sept. 30, 19 82)

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

WARRANTY DEED

STATE BAR OF WISCONSIN

Wisconsin Legal Blank Co. Inc.

1053-1035

53-1035

REEL 1040 1969

STATE OF WISCONSIN  
THIS SPACE RESERVED FOR RECORDING DATA

5130612

REGISTER'S OFFICE } SS  
Milwaukee County, Wis.  
RECORDED AT 3:40 PM '77  
on \_\_\_\_\_ in \_\_\_\_\_

AUG 11 1977

Reel 1040 Image 1969-1970

W. R. Coughlin

REGISTER OF DEEDS

RETURN TO  
Atty. Larry Elhart  
18221 - 102nd Ave. N.E.  
Bothell, Washington 98011

THIS INSTRUMENT, Made this 15<sup>th</sup> day of April, A. D. 1977,  
between LILLIAN D. HEMENWAY

part Y of the first part, and  
JOHN D. HEMENWAY; ELIZABETH H. HEMENWAY; DAVID H. HEMENWAY;  
ELIZABETH JANE HEMENWAY; CHARLOTTE C. HEMENWAY; MARY JOYCE  
HEMENWAY and JOHN M. HEMENWAY.

part ies of the second part,  
Witnesseth, That the said part Y of the first part, for and in consideration  
of ~~XXXXXX~~ LOVE AND AFFECTION

to her in hand paid by the said part ies of the second part, the receipt  
whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened,  
conveyed and confirmed, and by these presents does give, grant, bargain, sell, remise, release, alien, convey, and  
confirm unto the said part ies of the second part, their heirs and assigns forever, the following  
described real estate, situated in the County of MILWAUKEE and State of Wisconsin, to-wit:  
Lot 6, Fox Point Heights, being part of the North East Quarter (N.E. 1/4)  
of Section numbered Eight (8), in Township numbered Eight (8) North, of  
Range numbered Twenty-two (22) East, in the City of Milwaukee, County  
of Milwaukee, State of Wisconsin.

Fox PT

TO EACH PARTY OF THE SECOND PART IS GRANTED AN UNDIVIDED 1/7th INTEREST  
IN THE ABOVE DESCRIBED PROPERTY BY THIS INSTRUMENT.

EXEMPT PER 77.25(8).

This is non-homestead  
property.

(IF NECESSARY, CONTINUE DESCRIPTION ON REVERSE SIDE)

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

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

And the said LILLIAN D. HEMENWAY

for her heirs, executors and administrators, does covenant, grant, bargain, and  
agree to and with the said part ies of the second part, their heirs and assigns, that at the time of the  
ensuing and delivery of these presents, is well seized of the premises above described, as of a  
good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are  
free and clear from all incumbrances whatever,

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

In Witness Whereof the said part Y of the first part has hereunto set ies hand, and  
seal, this 15<sup>th</sup> day of April, A. D. 1977.

SIGNED AND SEALED IN PRESENCE OF

See attached copies

Lillian D. Hemenway (SEAL)  
LILLIAN D. HEMENWAY

(SEAL)

(SEAL)

(SEAL)

State of Washington  
County of King } Personally came before me, this 15<sup>th</sup> day of April, A. D. 1977,  
the above named Lillian Hemenway  
to me known to be the person who executed the foregoing instrument and acknowledged the same.

THIS INSTRUMENT WAS INITIALED BY  
ELHART, CORNING & FRITS

GRACE E. HENDRICKSON  
Grace E. Hendrickson WA.  
Notary Public, Seattle, King County, WA.  
My commission (replaces) (to) 7-27-78

(Section 19.01 of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon  
the names of the parties, dates, and other facts, together with the number of the pages and the name of the person who, in person  
or by a duly qualified agent, delivered the instrument to the recorder for recording.)

AUG-11-77 214100 5130612 17 CAC

REEL 1040 1970

STATE OF WASHINGTON

County of King

On this 15th day of April

A. D. 19 77

Public in and for the State of Washington

LILLIAN D. HEMENWAY

duly commissioned and sworn personally appeared

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that she signed and sealed the said instrument as her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

GRACE E. HENDRICKSON Grace E. Hendrickson

Notary Public in and for the State of Washington

residing at Seattle

(Acknowledgment by Individual. Pioneer National Title Insurance Company. Form L 28)

W. B. BROWN - 1033-053  
Kathleen M. Brown  
Kathleen M. Brown

053-1035

ELIART, CORNING & FRITS  
ATTORNEYS AT LAW  
18221-102nd Ave. N.E.  
P. O. Box 804  
Bothell, Washington 98011

RECEIVED

53-1035

John D. Hemenway  
4816 Rodman St., NW  
Washington, D.C. 20016

December 5, 1978

Tax Office  
Village of Fox Point  
Fox Point (Milwaukee), Wisc.

Dear Sirs,

Reference is made to Tax Key No. 055-1035, which may be, I hope your key number.

I write in connection with Lot Six (6) in Fox Point Heights, an empty lot on Bergen Drive.

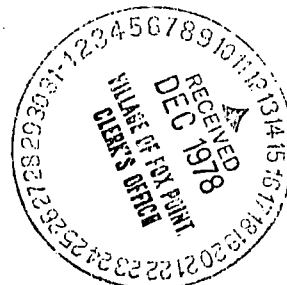
The property has been transferred by Warranty Deed of Lillian Hemenway to me, my wife and children, specifically, to John Hemenway, Elizabeth Hemenway and their children: David Hemenway, Elizabeth Jane Hemenway, Charlotte C. Hemenway, Mary Joyce Hemenway, and John M. Hemenway, a title transfer which was registered and recorded in the Milwaukee Cty Court House Register of Deeds on August 11, 1977, Reel 1040, Images 1969 and 1970 as Document No. 5130612.

There are taxes due on the property for the past two years. I write now to ask you what will be the taxes, if paid currently, with interest, as of 31 ~~JAN~~ December, 1978? Please bill me directly at the above address.

Sincerely yours,

*John D. Hemenway*  
John D. Hemenway

HOMER S. HEMENWAY  
c/o J.D.  
4036 S. 128th ST.  
SEATTLE, WA 98168



Correct Tax Key # 53-1035

In 1975 Tax Bill sent to:

John D. Hemenway  
4816 Rodman St. NW  
Washington, D.C. 20016

In 1975 address changed to:

12621 42nd Ave. S.  
Seattle, Wash. 98168

In 1976 bill sent to above address.

In 1977 Tax bill sent to:

4036 S. 128th St.  
Seattle, Wash. 98168

1978 Bill sent to above address. No  
return as of this date, 12/18/78

VILLAGE OF  
FOX POINT.

Mary Cullen

SUBDIVIDING  
LOT SURVEYS

# KUOKKANEN & ASSOCIATES, INC.

BUILDING SURVEYS  
PERCOLATION TESTS  
SOIL BORING TESTS

910 ELM GROVE RD.

ELM GROVE, WISCONSIN 53122

PHONE: 782-8690

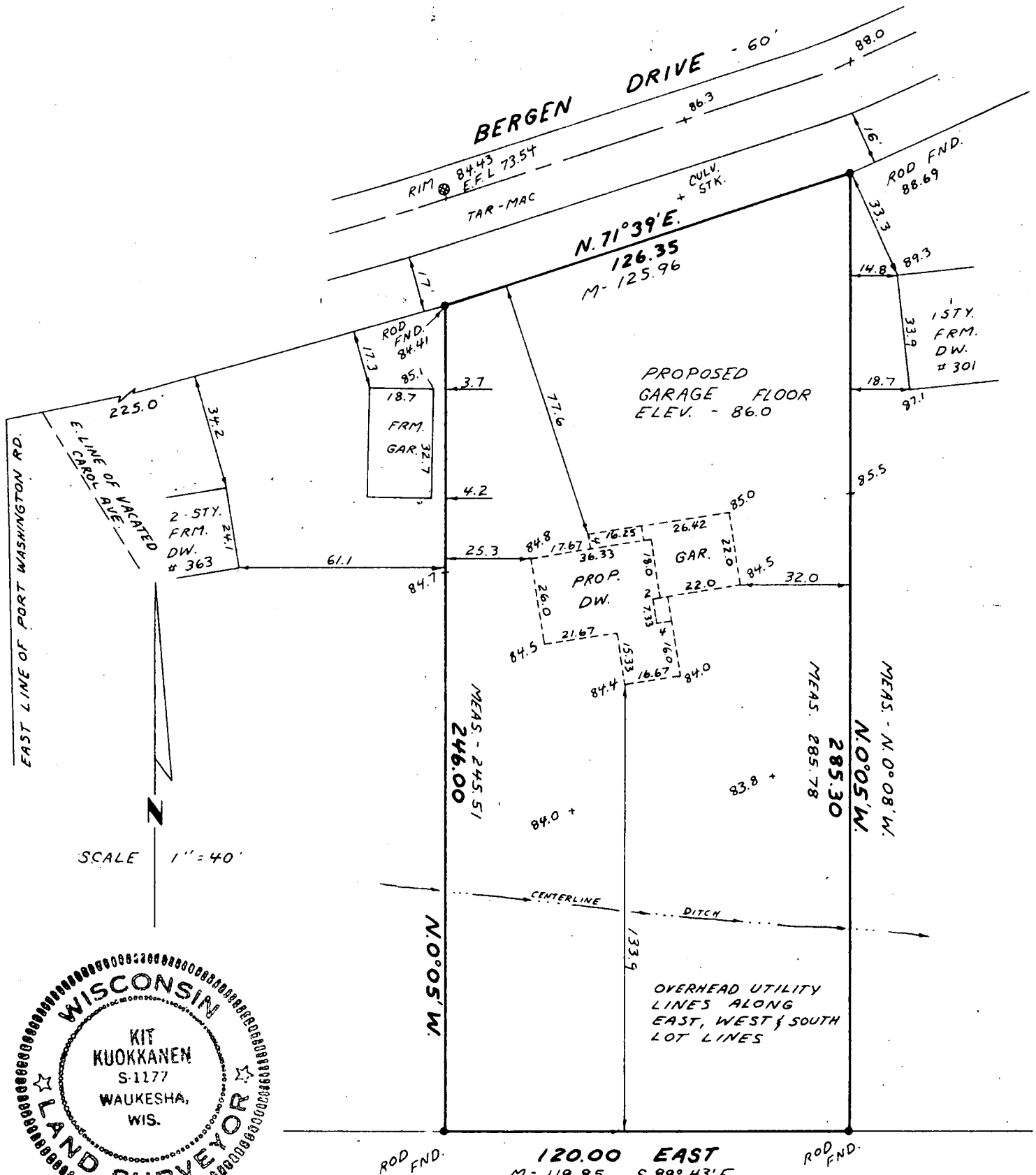
88-671-95

PREPARED FOR: Linda Foscolo / Stonefield Homes, Ltd.

LOCATION: Bergen Drive (Village of Fox Point)

## DESCRIPTION OF PROPERTY

Lot 6 in FOX POINT HEIGHTS, being a part of the Northeast 1/4 of Section 8, Town 8 North, Range 22 East, Milwaukee County, Wisconsin.



## SURVEY CERTIFICATE

I HAVE SURVEYED THE ABOVE-DESCRIBED PROPERTY AND THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION AND DIMENSIONS OF ALL VISIBLE STRUCTURES THEREON, FENCES, APPARENT EASEMENTS AND ROADWAYS AND VISIBLE ENCROACHMENTS, IF ANY.

THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE THE TITLE THERETO WITHIN ONE (1) YEAR FROM DATE HEREOF.

Dated at

this 4<sup>TH</sup> day of FEBRUARY, 1988

*[Signature]*  
Surveyor



Fox Point Heights  
Lot 6 Block 2  
331 N Bergen