



Board of Supervisors

**WALWORTH COUNTY BOARD OF SUPERVISORS  
MEETING**

**TUESDAY, JUNE 12, 2012 AT 6:00 P.M.**

County Board Room

Walworth County Government Center

100 W. WALWORTH STREET

ELKHORN, WI

*Nancy Russell – Chair*

*Jerry A. Grant – Vice-Chair*

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**A G E N D A  
AMENDED JUNE 5, 2012**

**Call to Order**

**Pledge of Allegiance**

**Invocation**

**Roll Call**

**Withdrawals from Agenda, if any**

**Approval of the Agenda**

**Approval of the Minutes**

- May 7, 2012 County Board Meeting Minutes
- May 17, 2012 Special County Board Meeting Minutes

**Comment Period by Members of the Public Concerning Items on the Agenda**

**Appointments/Elections**

1. Board of Adjustment
  - John Roth – Regular Member – Three-year term to begin upon appointment and end June 30, 2015 (Recommended by the Executive Committee 5-0)
  - Elizabeth Sukala – 1<sup>st</sup> Alternate Member – Three-year term to begin upon appointment and end June 30, 2015 (Recommended by the Executive Committee 5-0)
2. Land Conservation Committee
  - Rosemary Badame – Two-year term to begin upon appointment and end July 30, 2014 (Recommended by the Executive Committee 5-0)
3. Park Committee
  - Michael Hurlburt – Two-year term to begin upon appointment and end June 30, 2014 (Recommended by the Executive Committee 5-0)
  - Mariette Nowak – Two-year term to begin upon appointment and end June 30, 2014 (Recommended by the Executive Committee 5-0)

4. East Troy Lions Public Library Board
  - Kathleen Keckhaver – Three-year term to begin upon appointment and end June 30, 2015 (Recommended by the Executive Committee 5-0)
5. County Zoning Agency
  - Richard Kuhnke – Two-year term to begin upon appointment and end June 30, 2014
  - Jim Van Dreser – Two-year term to begin upon appointment and end June 30, 2014

(The Executive Committee will meet prior to the County Board meeting to make recommendations concerning these appointments.)
6. Walworth County Lake Districts
  - Benedict-Tombeau Lakes – Supervisor Ken Monroe
  - Beulah Lake – Supervisor Rick Stacey
  - Booth Lake – Stan Muzatko – Citizen Member
  - Comus Lake – Supervisor Dan Kilkenny
  - Honey Lake – Robert McIndoe – Citizen Member
  - Lauderdale Lakes – Rick Callaway – Citizen Member
  - Pleasant Lake – Robert Arnold – Citizen Member
  - Potters Lake – Joyce Ketchpaw-Reed – Citizen Member
  - Whitewater-Rice Lakes – Supervisor Jerry Grant

All terms to end May 1, 2014 (Recommended by the Land Conservation Committee 3-0)

**Communications and Matters to Be Referred**

1. Claims Received After Agenda Mailing
2. Claims: a). Summons and Complaint – Federal National Mortgage Association, Plaintiff v. Raymond L. Ferrara and Jane Doe, CitiFinancial, Inc., Walworth County, and GMAC, LLC, Defendants; b). Summons and Complaint – Wells Fargo Bank, N.A., Plaintiff vs. James W. Jackson, Debra Lee Tessner-Jackson, State of Wisconsin c/o Walworth County Treasurer, WEA Insurance Corporation, Eastown Manor Condominium Association, Inc., Defendants; c). Claim for Vehicle Damage – James and Patricia Shirley vs. Walworth County Public Works (To be referred to the Executive Committee)
3. Town of Linn request for traffic light at intersection of Highway 120 and County Highway B in the Town of Linn (To be referred to the Public Works Committee)
4. Adopted Bicycle Plan Amendment to the Comprehensive Development Plan for Waukesha County (To be placed on file) (The disk containing the plan may be viewed in the County Clerk’s Office)
5. Communication from Congressman Paul Ryan and response from Chair Russell in regard to constituents’ concerns regarding a local establishment in the Village of Bloomfield, Wisconsin (To be placed on file)
6. Order of Building Inspector to Raze Buildings for property located in the Village of Williams Bay (To be placed on file)
7. Report of the County Clerk Concerning Communications Received by the Board and Recommended to be Placed on File
8. Report of the County Clerk Concerning Communications Received by the Board After the Agenda Mailing
9. Report of the County Clerk Concerning Zoning Petitions (To be referred to the County Zoning Agency)

## **Unfinished Business**

## **New Business**

## **Reports of Standing Committees**

### **County Zoning Agency Report of Proposed Zoning Amendments**

1. Ord. No. 730-06/12 – Amending Section 74-264 of the Walworth County Code of Ordinances Relating to the Floodplain Appendix – *Vote Required: Majority* (Recommended by the County Zoning Agency 5-0)  
Amendment to Sec. 74-264 Floodplain appendix of the Walworth County Code of Ordinances – Approved: 5-0 (May 17, 2012 Walworth County Zoning Agency Meeting)
2. Larry D. Eastridge, Lyons Township. Rezone an approximately 2.5 acre parcel created by court order from A-2 to A-5 – Approved: 5-0 (May 17, 2012 County Zoning Agency Public Hearing)
3. James O. Jacobson, Richmond Township. Rezone approximately 17.44 acres of land from A-2 to C-2 – Approved: 5-0 (May 17, 2012 County Zoning Agency Public Hearing)

### **County Zoning Agency**

1. Res. No. 22-06/12 – Approving the Plat of Brick Church Cemetery Addition No. 2 – *Vote Required: Majority* (Recommended by the County Zoning Agency 5-0)

### **Executive Committee**

1. Res. No. 24-06/12 – Establishing Committee of the Whole Dates in the Second Half of 2012 – *Vote Required: Majority* (Recommended by the Executive Committee 5-0)

### **Finance Committee**

1. Res. No. 19-06/12 – Authorizing the Closing of CTH A, CTH J, and CTH ES Roadwork Projects and CTH O Bridge Replacement Project and Transferring Remaining Funds to the CTH D Roadwork Project – *Vote Required: Majority* (Recommended by the Public Works Committee 5-0 and the Finance Committee 5-0)
2. Res. No. 20-06/12 – Authorizing General Fund Use of Unassigned Fund Balance to Replace the Lake Beulah Dam – *Vote Required: Two-Thirds* (Recommended by the Public Works Committee 4-1 and the Finance Committee 5-0)
3. Res. No. 21-06/12 – Authorizing Addition of Seal A Smile Grant to Pre-Approved Recurring Grants List – *Vote Required: Majority* (Recommended by the Finance Committee 5-0)

### **Public Works Committee**

1. Res. No. 23-06/12 – Amending the Jurisdictional Highway System Plan For Walworth County: 2035 to Include the Widening of STH 50 between CTH F (north) and STH 67 – *Vote Required: Majority* (Recommended by the Public Works Committee 5-0)

## **Reports of Special Committees**

## **Comment Period by Members of the Public Concerning Items Not on the Agenda**

### **Closed Session**

The Board will convene in closed session pursuant to the exemption contained in Section 19.85(1)(e) of the Wisconsin Statutes, "Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session."

In closed session, the Board will discuss the following item:

- Strategy for Collective Bargaining Negotiations

The Board will reconvene in open session and may take action on the closed session item.

### **Chairperson's Report**

### **Adjournment**

**Kimberly S. Bushey**

**Walworth County Clerk**

\*Supervisors and Committees: Please submit titles for Tuesday, July 10, 2012 agenda items on or before Wednesday, June 27, 2012.

\*\*Note: Additions underlined, deletions ~~struck through~~.

**MAY 7, 2012  
WALWORTH COUNTY BOARD OF SUPERVISORS  
MEETING**

The Walworth County Board of Supervisors meeting was called to order by Chair Russell at 5:00 p.m. in the County Board Room at the Walworth County Government Center, 100 W. Walworth Street, Elkhorn, Wisconsin.

Roll call was conducted and the following Supervisors were present: Richard Brandl, Tim Brellenthin, Vice-Chair Jerry A. Grant, Daniel G. Kilkenny, Kenneth H. Monroe, Carl Redenius, Joe Schaefer, Tim Schiefelbein, Rick Stacey, David A. Weber, and Chair Nancy Russell. A quorum was established.

Kimberly S. Bushey, Walworth County Clerk delivered the invocation.

**Amendments, Withdrawals, and Approval of Agenda**

On motion by Supervisor Weber, seconded by Vice-Chair Grant, the agenda was approved by voice vote with no withdrawals. On motion by Vice-Chair Grant, seconded by Supervisor Weber, the agenda was amended by moving Executive Committee Item #2 to immediately before Special Order of Business; and moving Executive Committee Item #4 to immediately before the IHS Presentation of Healthiest County Award. Motion carried.

**Approval of the Minutes**

On motion by Supervisor Brandl, seconded by Supervisor Schaefer, the April 17, 2012 County Board Meeting and April 19, 2012 County Board Meeting minutes were approved by voice vote.

**Comment Period by Members of the Public Concerning Items on the Agenda**

There were none.

**Executive Committee**

2. Res. No. 09-05/12 – Recognizing Kunes Auto Group of Delavan for Partnering with the Walworth County Sheriff's Office and Operation Click Teen Driver Safety Program – *Vote Required: Majority* (Recommended by the Executive Committee 5-0)

On motion by Supervisor Schaefer, seconded by Supervisor Weber, **Resolution No. 09-05/12** was approved by voice vote.

**Special Order of Business**

- Recognizing Kunes Auto Group for Partnering with the Sheriff's Office and Operation Click Teen Driver Safety Program

Chair Russell read the resolution. Deputy Sheriff Dan Nelson spoke to the board about the Operation Click Teen Driver Safety Program, which had seven area high schools participate. Officer Nelson thanked the board for the recognition and Mr. Kunes for the donation of the vehicle.

## **Executive Committee**

4. Res. No. 11-05/12 – Recognizing the UW-Whitewater Warhawks Basketball Team on the Occasion of Their Third NCAA Division III National Championship – *Vote Required: Majority* (Recommended by the Executive Committee 5-0)

On motion by Supervisor Stacey, seconded by Supervisor Weber, **Resolution No. 11-05/12** was approved by voice vote.

Chair Russell read the resolution. Art Lein, former County Board Supervisor thanked members representing the team for coming to the meeting and congratulated them on their championship. Members representing the UW-Whitewater Basketball Team included Chancellor Dr. Richard Telfer, Athletic Director Paul Plinske, Head Coach Pat Miller, and Basketball Team Member Chris Davis. Head Coach Pat Miller thanked the Board for the recognition and stated they are proud to be a part of the Walworth County community. Coach Miller introduced Chris Davis, who is a member of the basketball team. Coach Miller stated that Davis is the most decorated player in the history of the school's men's basketball program and was the school's first ever National Player of the Year and Most Outstanding Player at the final four championship.

## **Special Order of Business**

- IHS Presentation of Healthiest Company Award

Deputy County Administrator-Finance Nicki Andersen introduced Jennifer Stuckert, the representative from Interactive Health Solutions (IHS) to present the award. Jennifer Stuckert stated that IHS has over 1500 clients throughout the United States and they are recognizing 70 of those clients. She also said it was with great pleasure to present this award to the county but also to each individual employee that participates in the program. Andersen thanked Ms. Stuckert and the staff at IHS. Andersen also thanked the Wellness Council, whose members include Dale Wilson, Josh Pollock, Valerie Etzel, Ken Brauer, Rich Colbert, John Miller, Colleen Lesniak, and Theresa Rutkowski. She also thanked Administrator Bretl and the Board for their support. Andersen introduced Anne Marie Legutki and Christina Peters who were members of the winning team of the Biggest Loser competition. Andersen said that the total weight loss of all teams during the competition was 784 pounds.

## **Appointments/Elections**

1. Aging & Disability Resource Center Governing Board
  - Patti Pagel – Term to begin upon confirmation and end on June 30, 2015 (Recommended by the Executive Committee 5-0)

On motion by Supervisor Brandl, seconded by Supervisor Schaefer, the appointment of Patti Pagel to the Aging & Disability Resource Center Governing Board was approved by voice vote.

## **Communications and Matters to Be Referred**

Chair Russell announced that unless there was a request for an individual communication to be discussed, the Clerk would dispense with the reading of each title and the Chair would direct that all communications be referred or placed on file as indicated on the agenda.

1. Claims Received After Agenda Mailing
2. Claims: None.
3. Correspondence received from Allen Curler in regard to a zoning issue for a building located in the Town of Troy (To be referred to the County Zoning Agency and the Public Works Committee)

4. Report of the County Clerk Concerning Communications Received by the Board and Recommended to be Placed on File
  - There were none.
5. Report of the County Clerk Concerning Communications Received by the Board After Agenda Mailing
  - Res. No. 08-05/12 – Approving Southeastern Wisconsin Tri-County Consortium Agreement - Workforce Investment Act – *Vote Required: Majority* (Recommended by the Executive Committee 5-0)
  - *Walworth County Aging & Disability Resource Center News*, May 2012 – To be placed on file
6. Report of the County Clerk Concerning Zoning Petitions (To be referred to the County Zoning Agency)
  - James Friemoth, LaFayette Township, Rezone approx. 1.84 acres of M-3 Mineral Extractive to A-5 Agricultural-Rural Residential District
  - Larry D. Eastridge, Lyons Township, Rezone approx. 2.5 acres of A-2 Agricultural to A-5 Agricultural-Rural Residential District
  - James O. Jacobson, Richmond Township, Rezone approx. 17.44 acres of A-2 Agricultural to C-2 Upland Resource Conservation District

## **Unfinished Business**

## **New Business**

## **Reports of Standing Committees**

### **County Zoning Agency Report of Proposed Zoning Amendments**

1. Brick Church Cemetery Association, Walworth Township. Rezone approximately .57 acres of A-1 to P-2 – Approved: 6-0 (April 24, 2012 County Zoning Agency Public Hearing)
2. Jeanne M. Allis, Linn Township. Rezone approximately 2.51 acres of C-2 to R-1 – Approved: 6-0 (April 24, 2012 County Zoning Agency Public Hearing)
3. Benjamin & Megan McFarland, Lyons Township. Rezone approximately 5.1 acres of C-3 to C-2 – Approved: 6-0 (April 24, 2012 County Zoning Agency Public Hearing)
4. Margie A. Schoenberg, Jeff Gunderson, Lyons Township. Rezone approximately 2 acres of A-1 to C-2 – Approved: 6-0 (April 24, 2012 County Zoning Agency Public Hearing)

On motion by Supervisor Stacey, seconded by Supervisor Weber, the County Zoning Agency Report of Proposed Zoning Amendments, Items 1 through 4, were approved as recommended by the County Zoning Agency.

### **Executive Committee**

1. Res. No. 08-05/12 – Approving Southeastern Wisconsin Tri-County Consortium Agreement - Workforce Investment Act – *Vote Required: Majority* (Recommended by the Executive Committee 5-0)
2. Res. No. 09-05/12 – Recognizing Kunes Auto Group of Delavan for Partnering with the Walworth County Sheriff's Office and Operation Click Teen Driver Safety Program – *Vote Required: Majority* (Recommended by the Executive Committee 5-0)
3. Res. No. 10-05/12 – Recognizing the Badger High School Culinary Team for Their Second Place Finish at the 2012 ProStart Invitational Culinary Competition at the Wisconsin Restaurant Expo – *Vote Required: Majority* (Recommended by the Executive Committee 5-0)

4. Res. No. 11-05/12 – Recognizing the UW-Whitewater Warhawks Basketball Team on the Occasion of Their Third NCAA Division III National Championship – *Vote Required: Majority* (Recommended by the Executive Committee 5-0)

Supervisor Weber offered a motion, seconded by Supervisor Stacey, to approve Item 1, Resolution No. 08-05/12. Supervisor Weber moved to amend Resolution No. 08-05/12 by deleting lines 16 through 19 and inserting the following language: “**WHEREAS**, the Agreement revises the formulas used to allocate programming funds among the counties and commits to apply current statistical information to those formulas in the future to accurately reflect each county’s population and employment service needs; and,”. The amendment was seconded by Vice-Chair Grant. Administrator Bretl explained that for many years fixed formulas were used in determining the allocation of program funds. He stated that Marilyn Putz, who is from the Kaiser Group and is the contractor that provides this service in Walworth County, worked for many years to change the formula and was successful in creating a new allocation formula. He said the amended language states that current statistics will be applied to the formula and as the metrics change, such as unemployment, population, etc., there will be a 3-year average applied annually to the formula, which should more accurately reflect reality. Supervisor Weber commended Chair Russell and Marilyn Putz for their work on the board. He said the county has struggled for many years at 14% and it will now be 22%, which may not seem like a big difference but with limited funds it is significant. Amendment was approved by voice vote. Motion carried as amended.

Item 2, Resolution No. 09-05/12, was discussed earlier in the meeting.

On motion by Vice-Chair Grant, seconded by Supervisor Stacey, Item 3, **Resolution No. 10-05/12**, was approved voice vote.

Item 4, Resolution No. 11-05/12 was discussed earlier in the meeting.

### **Finance Committee**

1. Ord. No. 728-05/12 – Amending Section 30-286 of the Walworth County Code of Ordinances Relative to Children with Disabilities Education Board Summer School Fee – *Vote Required: Majority* (Recommended by the Children with Disabilities Education Board 4-0 and the Finance Committee 4-0)
2. Ord. No. 729-05/12 – Amending Sections 30-148 through 30-150 of the Walworth County Code of Ordinances Relating to Cash and Receivable Policies – *Vote Required: Majority* (Recommended by the Finance Committee 4-0)
3. Res. No. 12-05/12 – Authorizing Use of Contingency Fund Balance to Complete the Health and Human Services Parking Lot Lighting Project – *Vote Required: Two-Thirds* (Recommended by the Finance Committee 4-0)
4. Res. No. 13-05/12 – Authorizing Write Off of 2009 Personal Property Taxes Uncollectible in 2010 – *Vote Required: Two-Thirds* (Recommended by the Finance Committee 4-0)
5. Res. No. 14-05/12 – Closing Fiscal Year 2011 – *Vote Required: Two-Thirds* (Recommended by the Finance Committee 4-0)
6. Res. No. 15-05/12 – Committing Fund Balances as of December 31, 2011 – *Vote Required: Two-Thirds* (Recommended by the Finance Committee 4-0)
7. Res. No. 16-05/12 – Committing Children with Disabilities Education Board 2012 Fund Balances – *Vote Required: Two-Thirds* (Recommended by the Children with Disabilities Education Board 4-0 and the Finance Committee 4-0)

On motion by Supervisor Weber, seconded by Supervisor Brandl, Item 1, **Ordinance No. 728-05/12**, and Item 2, **Ordinance No. 729-05/12**, were approved by voice vote.

Supervisor Stacey offered a motion, seconded by Vice-Chair Grant, to approve Item 3, Resolution No. 12-05/12. On motion by Vice-Chair Grant, seconded by Supervisor Stacey, **Resolution No. 12-05/12** was approved by unanimous consent.

Supervisor Weber offered a motion, seconded by Supervisor Stacey, to approve Item 4, Resolution No. 13-05/12. On motion by Vice-Chair Grant, seconded by Supervisor Weber, **Resolution No. 13-05/12** was approved by unanimous consent.

Supervisor Stacey offered a motion, seconded by Supervisor Monroe, to approve Item 5, Resolution No. 14-05/12. On motion by Vice-Chair Grant, seconded by Supervisor Weber, **Resolution No. 14-05/12** was approved by unanimous consent.

Vice-Chair Grant offered a motion, seconded by Supervisor Brandl, to approve Item 6, Resolution No. 15-05/12. On motion by Vice-Chair Grant, seconded by Supervisor Weber, **Resolution No. 15-05/12** was approved by unanimous consent.

Supervisor Weber offered a motion, seconded by Supervisor Stacey, to approve Item 7, Resolution No. 16-05/12. On motion by Vice-Chair Grant, seconded by Supervisor Weber, **Resolution No. 16-05/12** was approved by unanimous consent.

**Human Resources Committee**

1. Ord. No. 725-05/12 – Repealing and Recreating Section 15-502 of the Walworth County Code of Ordinances Relating to Plan Documents – *Vote Required: Majority* (Recommended by the Human Resources Committee 5-0)
2. Ord. No. 726-05/12 – Amending Section 15-120 of the Walworth County Code of Ordinances Relating to the Hours of Work – *Vote Required: Majority* (Recommended by the Human Resources Committee 5-0 and the Public Works Committee 5-0)

On motion by Supervisor Monroe, seconded by Supervisor Brandl, **Ordinance No. 725-05/12** and **Ordinance No. 726-05/12** were approved by voice vote.

**Public Works Committee**

1. Ord. No. 727-05/12 – Amending Chapter 66 of the Walworth County Code of Ordinances to Create Section 66-88 Thereof Relating to Bikeways – *Vote Required: Majority* (Recommended by the Public Works Committee 5-0)

On motion by Supervisor Stacey, seconded by Supervisor Kilkenny, **Ordinance No. 727-05/12** was approved by voice vote.

**Reports of Special Committees**

There were none.

**Comment Period by Members of the Public Concerning Items Not on the Agenda**

There were none.

## **Chairperson's Report**

Chair Russell addressed members of the media that were present at the meeting. She explained that there were three supervisors who need to make their respective town meetings this evening; therefore, the meeting might have been a little rushed. She also explained that county board meetings are normally the second Tuesday of the month; however, the Recall Primary Election is Tuesday, May 08, 2012, so the county board meeting was moved to Monday evening.

Administrator Bretl said there is a possibility of a special county board meeting due to an item that is developing. He also said they are going to try and schedule the meeting during committee week.

## **Adjournment**

On motion by Supervisor Brandl, seconded by Supervisor Stacey, the meeting was adjourned at 5:37 p.m.

STATE OF WISCONSIN     )  
  )SS  
COUNTY OF WALWORTH)

I, Kimberly S. Bushey, County Clerk in and for the County aforesaid, do hereby certify that the foregoing is a true and correct copy of the proceedings of the County Board of Supervisors for the May 7, 2012 meeting.

(These minutes are not final until approved by the County Board at the next regularly scheduled County Board meeting.)

**MAY 17, 2012**  
**WALWORTH COUNTY BOARD OF SUPERVISORS**  
**SPECIAL COUNTY BOARD MEETING**

The Walworth County Board of Supervisors meeting was called to order by Chair Russell at 9:01 a.m. in the County Board Room at the Walworth County Government Center, 100 W. Walworth Street, Elkhorn, Wisconsin.

Roll call was conducted and the following Supervisors were present: Tim Brellenthin, Vice-Chair Jerry A. Grant, Daniel G. Kilkenny, Kenneth H. Monroe, Carl Redenius, Tim Schiefelbein, Rick Stacey, David A. Weber, and Chair Nancy Russell. Richard Brandl and Joe Schaefer were absent. A quorum was established.

**Amendments, Withdrawals, and Approval of Agenda**

On motion by Supervisor Weber, seconded by Supervisor Stacey, the agenda was approved by voice vote with no withdrawals.

Supervisor Schaefer arrived at 9:04 a.m.

**Comment Period by Members of the Public Concerning Items on the Agenda**

There were none.

**Appointments**

1. Director of Central Services

- Kevin Brunner, Director – Central Services (The Public Works Committee considered this appointment at their meeting on May 14, 2012 and the Human Resources Committee considered this at their meeting on May 16, 2012)

Administrator Bretl stated that the Public Works Committee and the Human Resources Committee unanimously approved the appointment of Kevin Brunner. He said he is pleased to announce Kevin Brunner as his nominee for Director of Central Services. He also said the idea of having this special meeting is to start the process so Mr. Brunner is able to give his notice to his current employer, which requires a 60-day notice, and he will start with the county mid-July. He stated the pay is within the range for the position, which was reduced prior to posting the position. He also stated that Highway Commissioner is included in the Director of Central Services position. Bretl extended his gratitude to the Public Works staff, especially Larry Price and Peggy Watson, who were able to keep things running for the months that this position was vacant. He stated it was a competitive process, which included writing samples and an extensive interview. He said Mr. Brunner has an eight year track record in Walworth County as the City Manager of the City of Whitewater. Bretl invited Mr. Brunner up to introduce himself and to answer any questions from supervisors.

Mr. Brunner thanked Chair Russell and members of the county board. He said he is honored to be here today as a nominee for this position. He also said he has been a municipal manager for 25 years and worked in the private sector for four years as well. He stated he has been in the City of Whitewater for eight years as their City Manager. He also stated this is a very good county government and he would like to help bring it to the next level. He also said as the economy is starting to turn, he sees the signs of positive things happening, and a safe and sound public infrastructure is essential to assisting the private business community in nurturing its growth. Supervisor Weber stated he has worked with Mr. Brunner in

the Walworth County Economic Development Alliance (WCEDA) and feels that the county could not have found a better candidate. He said he supports Mr. Brunner in his appointment to this position.

On motion by Supervisor Weber, seconded by Vice-Chair Grant, the appointment of Kevin Brunner to Director of Central Services was approved by voice vote.

### **Human Resources**

1. Res. No. 17-05/12 – Approving an Employment Agreement By and Between Walworth County and Kevin Brunner as Director of Central Services – *Vote Required: Majority* (The Human Resources Committee considered this resolution at their meeting on May 16, 2012)

Chair Russell stated that this resolution was passed unanimously by the Human Resources Committee. On motion by Supervisor Weber, seconded by Vice-Chair Grant, **Resolution No. 17-05/12** was approved by voice vote. Chair Russell extended her congratulations to Mr. Brunner.

### **New Business**

1. Res. No. 18-05/12 – Approving an Amendment to the Wisconsin Community Development Block Grant Agreement between the Wisconsin Economic Development Corporation, Walworth County and Crunch Holding Corporation – *Vote Required: Majority*

Bretl stated that Mike Van Den Bosch from WCEDA and Steven Sabatke from Wisconsin Economic Development Corporation (WEDC) are here to aid in the discussion of this item. Bretl said over the course of the last year, the county has been involved in this three party transaction with the state and Crunch Holding Corporation, also known as Birds Eye Foods. He also said it was originally an economic development grant or incentive that took the form of forgivable loans. He also said it involves \$1.3 million of federal funds that passed through the State of Wisconsin and the county is the applicant. Bretl said there are two amendments that are being requested with regard to the forgivable loan and the agreement. He said the first amendment is fairly straightforward and he does not have any concerns about, which is changing the name from Crunch Holding Corporation to Birds Eye Foods. He said the second amendment is one that we need to get a little better understanding of. It has to do with how Birds Eye's contribution is being characterized for purposes of this agreement. Originally, the idea was the loan would be forgivable if Birds Eye created 127 new full time positions. He also said that Birds Eye's contribution initially when we applied for the grant and as contained in the promissory note, is for \$28.5 million worth of investment. He stated the request being made is to reduce that contribution to \$1.3 million. Deputy County Administrator-Finance Andersen stated when we first discussed this project with the state, they informed us there are two funds of money this grant can come from, which are either state or federal funds. She stated this grant comes from federal funds; therefore, we have to follow federal guidelines. She said that as a stipulation of forgiving this loan in the future, the company was going to be required to invest at least \$29 million in assets. She stated her concern was that by changing this section of the contract it implies that Birds Eye's only requirement is a \$1.3 million investment. She said that we need clarification from the state as to their interpretation of this. Bretl invited Mike Van Den Bosch and Steven Sabatke to the podium to discuss this item.

Steven Sabatke, a representative from WEDC, addressed the board. He said the first amendment is a name change to reflect that it is Birds Eye Foods LLC that will be creating the jobs not Crunch Holding Corporation, which is the parent company. He stated typically what they do with economic development projects with private businesses, they like to see the funding used for either equipment or working capital. He said when they initially came to the county with this project, it was a \$1.3 million grant to the county which in turn would be loaned to the business in the form of a forgivable loan for them meeting certain economic development deliverables in terms of job creation, retention, and capital investment. He also

said the total project cost was about \$30 million as far as equipment is concerned. He stated what they are attempting to do is streamline the process to make this more business friendly. He said if the contract is kept as it is, all of those expenses that are incurred by Birds Eye are going to have to be documented in such a way that they are going to have to take a look at those to make sure they meet the federal guidelines. He also said this is fine but it can be a burdensome process for the business itself when the goal of the program is to not have them buried in paperwork, but to create jobs, invest in the community, and grow the business. What they have asked for is a one-to-one match as far as the budget is concerned in the contract, which would be their \$1.3 million to our \$1.3 million. He said it does not change the scope of the project as it is still a \$30 million project and still an investment of \$30 million that is required on the part of Birds Eye Foods as part of the deliverables for forgiveness along with creating 127 new jobs by a certain date over and above a base that needs to be retained of 348 positions. He said the change itself is just to the budget so we can streamline this process for Birds Eye Foods in terms of documentation and meeting federal requirements, otherwise the project itself has not changed. He stated that as far as the forgivable loan is concerned, which is not a component of the community development block grant (CDBG), it is an agreement between us and the business. He said the business still has to make that investment. Vice-Chair Grant asked if they were hoping to be able to make some changes other than the way it is worded. Sabatke said no they are asking for the two changes to the contract, which is to the budget that is contained in the contract and the name change. He also said there are no federal requirements for a company match as there is nothing that states the company has to match a certain percentage or ratio to what is being provided through the CDBG.

Chair Russell asked Sabatke why the designation was not the \$1.3 million from the beginning of the contract. Sabatke said this has been a long process and it has been almost one year since they first started this with the county and as everyone knows from reading in the newspaper that HUD, who is the administrator of this program, is being strict and more vigilant in their administration of the program. He also said they want to make sure with this particular project and their other economic development projects that the scope of the project and the budget of the project are such that we have the ability to meet the federal requirements.

Supervisor Weber asked how the county's risk changed. Bretl said that is what we are trying to understand with this dialogue. He said it was originally characterized as a \$28.5 million contribution and that was the basis for the forgivable loan and now that is being reduced to \$1.3 million. He stated one of the concerns that we have is that we are a party to this and it will be subject to our audit as well. He said we want to make sure this is something that is fully supported and legal to do when we are audited. He also said this is now amended down from \$28.5 million to \$1.3 million. He stated that from what he understands, it could be zero if the state wanted to characterize it that way and there would not be a requirement for any contribution by Birds Eye. He said they are staying with the \$1.3 million. He asked Sabatke if that was solely for a piece of equipment or items of equipment or if that has been identified specifically. Sabatke said it was for multiple pieces of equipment. He also said he does not want to give everyone the impression that they are reducing the requirement that they have to invest at least \$29 to \$30 million to allow for the forgiveness also in conjunction with the job creation. He stated this is still in the contract and the promissory note. He said this kind of term where they require deliverables for forgiveness is something that is not part of a federal HUD audit as it is an economic development condition they put into this as they do with their other loans in certain cases. He also said the company is going to file an annual report with them to inform them where the company is at in terms of job creation, job retention, and investment so when we get to those dates in the contract we can make that decision on whether or not to ultimately forgive the loan. He stated they are looking at a change in the budget with a one-to-one match so they can streamline the process for the business and make sure they are covering all the bases in terms of the federal requirements for those expenses that will be documented. Supervisor Kilkenny stated that looking at the proposed amendment, there appears to be an error on the totals for

what is coming from CDBG-ED. He said he assumed it is supposed to be \$1,306,000 with carrying down the administration costs. Sabatke said that is correct and he is the one who drafted the amendment and it is his error. He stated he can correct that once he gets back to the office. He said it is \$1,306,000 because of the \$6,000 for administration costs.

Andersen asked if we are unique in the fact that we are not requiring our private sector individuals to follow the Davis Bacon Act or is that typical of all WEDC's projects. Sabatke said they are following the Davis Bacon Act, but they are making sure the budget is manageable enough so that they are still going to document all these expenses and their Davis Bacon staff person will be reviewing it to see if Davis Bacon has to be invoked. He stated it is more manageable to do that with this budget as opposed to the one where it was up to \$30 million. He said determining whether or not Davis Bacon applies is still a part of the requirement of any project that they do with CDBG.

Supervisor Weber asked Sabatke when you take the bigger company, Crunch Holding Corporation, and you transfer a legal document to Birds Eye, the smaller company, are you transferring the debt responsibility. He also asked Sabatke if there was any indication that Crunch Holding is considering a sale of this product or this division who would in turn transfer this to someone else that would not honor this. Sabatke said if that was the case, the company would have to notify them under the contract, but no, he is not aware of anything like that. He stated the reason for the change from Crunch Holding Corporation to Birds Eye Foods LLC is because Crunch Holding Corporation is the parent company and Birds Eye Foods is a part of that. He said Birds Eye will be the one creating the jobs not Crunch Holding Corporation.

Bretl stated he had a couple of questions so we can keep track of all of this in the minutes. He asked Sabatke that, given the physical plant has been constructed already if it was unusual or a problem to amend this after the construction is completed and asked if that is done in cases. Sabatke stated yes that is typical and they do amendments throughout various stages of the process with all of their contracts. Bretl stated that even though we are a party to this contract, we are certainly relying on the state's expertise in dealing with these funds and the federal government. He asked Sabatke that in his and WEDC's opinion, is this proper use of those federal funds for this amendment and the agreement in its entirety. Sabatke said in the CDBG-ED funds are typically used for equipment or working capital purposes.

Supervisor Weber made a motion to approve Resolution No. 18-05/12 and further to amend the figures to add \$6,000 in administrative fees. Motion was seconded by Vice-Chair Grant. Supervisor Kilkenny expressed concern that since it is Crunch Holding Corporation that owns Pinnacle Foods who in turn owns Birds Eye Foods that the money is not staying in Wisconsin. He said this property is located in the Town of Darien where he is on the town board. He also said that Birds Eye is a very good company, they pay their people well and they have significant employment in the town. He stated they continue to expand because they have a good product and are in a good location. He said he does not think the \$1.3 million is inducing them to create these jobs. He said he does not feel comfortable being involved in this process. He stated he thought that if we are being transparent, we should just write Crunch Holding Corporation a check for \$1.3 million. He said this is not going to be a loan that is paid back because they are going to meet those targets as they are easy and because they are a good company; they are employing people and they will continue to do so. Bretl said if agreeable to the Supervisor who made the motion, line 40 of the resolution needs to be deleted. Supervisor Weber and Vice-Chair Grant were agreeable to this change. **Resolution No. 18-05/12** was approved as amended by voice vote. Supervisor Kilkenny requested his vote be recorded as "No".

## **Comment Period by Members of the Public Concerning Items Not on the Agenda**

There were none.

**Chairperson's Report**

Chair Russell stated she had nothing to report.

**Adjournment**

On motion by Supervisor Stacey, seconded by Supervisor Kilkenny, the meeting was adjourned at 9:34 a.m.

STATE OF WISCONSIN     )  
  )SS  
COUNTY OF WALWORTH)

I, Kimberly S. Bushey, County Clerk in and for the County aforesaid, do hereby certify that the foregoing is a true and correct copy of the proceedings of the County Board of Supervisors for the May 17, 2012 Special County Board meeting.

(These minutes are not final until approved by the County Board at the next regularly scheduled County Board meeting.)

WALWORTH COUNTY  
BOARD OF ADJUSTMENT

STATE OF WISCONSIN    )  
                                  ) SS  
COUNTY OF WALWORTH)

I, the undersigned Chair of the Walworth County Board of Supervisors, do hereby appoint John Roth to the Walworth County Board of Adjustment. Said term to end to begin upon county board appointment and end on June 30, 2014, or until a successor is named.

Dated this 12<sup>th</sup> day of June 2012.

\_\_\_\_\_  
Nancy Russell, Chair  
Walworth County Board of Supervisors

**Nomination for Committee/Board/Commission Appointment**

**Committee:** Walworth County Board of Adjustment

**Nominee:** John Roth

**Address:** N2483 Ravine Drive  
Lake Geneva, WI 53147

**Submitted by:** David Bretl, County Administrator

**Authority:** Section 59.18, Wisconsin Statutes

**Who will the nominee replace?** The nominee is the incumbent.

**When did/does the incumbent's current term expire?** June 30, 2012

**Was this vacancy advertised?** \_\_\_\_\_

**Comment** Appointment would begin upon county board confirmation and end June 30, 2015.

**Names of individuals who have expressed interest in serving in this position:**

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

**For incumbents, committee attendance, if known:**

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

WALWORTH COUNTY  
NOTICE OF INTEREST TO SERVE AS A CITIZEN REPRESENTATIVE

Name: JOHN ROTH

Date: \_\_\_\_\_

Mailing Address: N2483 PAVINE DR

Phone: \_\_\_\_\_

LAKE GENEVA, WI 53147

I reside in:  the Town of LINN

MAY 9 2012

the Village of \_\_\_\_\_

the City of \_\_\_\_\_

Please consider me for appointment to: BOA

I am interested in serving as a citizen representative because: I HAVE BEEN  
A MEMBER FOR YEARS

Special skills, experience or qualifications I possess related to this appointment are:  
EXPERIENCE AS A MEMBER

Check one of the following:

I am a resident of Walworth County and reside in the appropriate jurisdiction to serve on the board or commission for which I am applying.

I am not a resident of Walworth County.

I certify that the information I have provided is truthful to the best of my knowledge.

**RECEIVED**

John Roth  
Signature of Applicant

5/9  
Date

MAY 09 2012

Feel free to attach any additional documentation to this form.

WALWORTH COUNTY ADMINISTRATION

WALWORTH COUNTY  
BOARD OF ADJUSTMENT

STATE OF WISCONSIN    )  
                                  ) SS  
COUNTY OF WALWORTH)

I, the undersigned Chair of the Walworth County Board of Supervisors, do hereby appoint Elizabeth Sukala to the Walworth County Board of Adjustment as first alternate. Said term to begin upon county board appointment and end on June 30, 2014, or until a successor is named.

Dated this 12<sup>th</sup> day of June, 2012.

\_\_\_\_\_  
Nancy Russell, Chair  
Walworth County Board of Supervisors

**Nomination for Committee/Board/Commission Appointment**

**Committee:** Walworth County Board of Adjustment

**Nominee:** Elizabeth Sukala

**Address:** N7389 County Road H  
Elkhorn, WI 53121

**Submitted by:** David Bretl, County Administrator

**Authority:** Section 59.18, Wisconsin Statutes

**Who will the nominee replace?** The nominee is the incumbent 1<sup>st</sup> alternate on the BOA.

**When did/does the incumbent's current term expire?** June 30, 2012

**Was this vacancy advertised?** \_\_\_\_\_

**Comment** Appointment would begin upon county board confirmation and end June 30, 2015.

**Names of individuals who have expressed interest in serving in this position:**

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

**For incumbents, committee attendance, if known:**

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

**WALWORTH COUNTY  
NOTICE OF INTEREST TO SERVE AS A CITIZEN REPRESENTATIVE**

Name: ELIZABETH A. SUKALA

Date: 4-12-12

Mailing Address: N7389 County Rd H  
ELKHORN WI  
53121

Phone: 742-2177  
cell 215-2190

I reside in:  the Town of La Grange  
 the Village of \_\_\_\_\_  
 the City of \_\_\_\_\_

Please consider me for appointment to: BOARD of Adjustment  
1st Alternate

I am interested in serving as a citizen representative because: I am  
currently serving on the Board completing the  
position vacated by Gregory Gaudry. I would  
now like to run for a full term. I have enjoyed

Special skills, experience or qualifications I possess related to this appointment are:  
my term & look forward to completing a full  
term.

Check one of the following:

I am a resident of Walworth County and reside in the appropriate jurisdiction to serve on the board or commission for which I am applying.

I am not a resident of Walworth County.

I certify that the information I have provided is truthful to the best of my knowledge.

Elizabeth A. Sukala 4-1-12  
Signature of Applicant Date

*Feel free to attach any additional documentation to this form.*



**Nomination for Committee/Board/Commission Appointment**

**Committee:** Walworth County Land Conservation Committee

**Nominee:** Rosemary Badame

**Address:** N1166 Tombeau Road  
Genoa City, WI 53128

**Submitted by:** David Bretl, County Administrator

**Authority:** Section 59.18, Wisconsin Statutes

**Who will the nominee replace?** Dorothy Burwell

**When did/does the incumbent's current term expire?** June 30, 2012

**Was this vacancy advertised?** \_\_\_\_\_

**Comment** Appointment would begin upon county board confirmation and end July 30, 2014.

**Names of individuals who have expressed interest in serving in this position:**

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

**For incumbents, committee attendance, if known:**

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

WALWORTH COUNTY  
NOTICE OF INTEREST TO SERVE AS A CITIZEN REPRESENTATIVE

Name: ROSEMARY BADAME

Date: 3/28/12

Mailing Address: 11166 TOMBEAU RD  
GENOA CITY, WI  
53128

Phone: 262-206-5704-CELL

I reside in:  the Town of \_\_\_\_\_  
 the Village of BLOOMFIELD  
 the City of \_\_\_\_\_

Please consider me for appointment to: LAND CONSERVATION  
COMMITTEE.

I am interested in serving as a citizen representative because: I like  
being informed & involved. I've  
lived here all my life & continue  
in any way I can to stay involved.

Special skills, experience or qualifications I possess related to this appointment are:

ELECTED TO BLOOMFIELD TOWN BOARD, WALWORTH  
COUNTY BOARD, FORMED BENEDICT/TOMBEAU LAKE DIST. & APPOINTED  
CASEWORKER-CONGRESSMAN LES ASPIN - 5 YRS BY WAL. CO. AS  
Check one of the following: REP. 2 YRS AGO

I am a resident of Walworth County and reside in the appropriate jurisdiction to serve on the board or commission for which I am applying.

I am not a resident of Walworth County.

I certify that the information I have provided is truthful to the best of my knowledge.

Rosemary Badame 3/28/12  
Signature of Applicant Date

Feel free to attach any additional documentation to this form.

**RECEIVED**

MAR 29 2012

WALWORTH COUNTY ADMINISTRATION



**Nomination for Committee/Board/Commission Appointment**

**Committee:** Walworth County Park Committee

**Nominee:** Michael Hurlburt

**Address:** N7242 Countryside Lane  
Elkhorn, WI 53121

**Submitted by:** David Bretl, County Administrator

**Authority:** Section 59.18, Wisconsin Statutes

**Who will the nominee replace?** The nominee is the incumbent.

**When did/does the incumbent's current term expire?** June 30, 2012

**Was this vacancy advertised?** \_\_\_\_\_

**Comment** Appointment would begin upon county board confirmation and end June 30, 2014.

**Names of individuals who have expressed interest in serving in this position:**

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

**For incumbents, committee attendance, if known:**

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

**WALWORTH COUNTY  
NOTICE OF INTEREST TO SERVE AS A CITIZEN REPRESENTATIVE**

Name: MICHAEL HURLBURT

Date: 4-14-12

Mailing Address: NT242 COUNTRY SIDE LN  
ELKHORN, WI 53121

Phone: (262) 742-3112

I reside in:  the Town of SUGAR CREEK  
 the Village of \_\_\_\_\_  
 the City of \_\_\_\_\_

Please consider me for appointment to: WALWORTH COUNTY PARK COMMITTEE

I am interested in serving as a citizen representative because: I would like to be involved with the Park Committee up to the day when Walworth County will finally receive a Park Department. Until then, I want to work toward saving and improving whatever land might become available to the County.

Special skills, experience or qualifications I possess related to this appointment are:

No special skills, but have worked along side of County organizations since 2001 when efforts to build the White River State Trail began.

Check one of the following:

I am a resident of Walworth County and reside in the appropriate jurisdiction to serve on the board or commission for which I am applying.

I am not a resident of Walworth County.

I certify that the information I have provided is truthful to the best of my knowledge.

*M. Hurlburt*      4-14-12  
Signature of Applicant      Date

*Feel free to attach any additional documentation to this form.*

**Nomination for Committee/Board/Commission Appointment**

**Committee:** Walworth County Park Committee

**Nominee:** Mariette Nowak

**Address:** N9053 Swift Lake Drive  
East Troy, WI 53120

**Submitted by:** David Bretl, County Administrator

**Authority:** Section 59.18, Wisconsin Statutes

**Who will the nominee replace?** The nominee is the incumbent.

**When did/does the incumbent's current term expire?** June 30, 2012

**Was this vacancy advertised?** \_\_\_\_\_

**Comment** Appointment would begin upon county board confirmation and end June 30, 2014.

**Names of individuals who have expressed interest in serving in this position:**

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

**For incumbents, committee attendance, if known:**

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

**WALWORTH COUNTY  
NOTICE OF INTEREST TO SERVE AS A CITIZEN REPRESENTATIVE**

Name **Mariette Nowak**

Date **March 30, 2012**

Mailing Address: **N9053 Swift Lake Dr.** \_\_\_\_\_ Phone: **262-642-2352**

East Troy, WI. 53120  
\_\_\_\_\_

**RECEIVED**

APR 23 2012

I reside in:  **X - the Town of Troy**  
 the Village of \_\_\_\_\_  
 the City of \_\_\_\_\_

**WALWORTH COUNTY ADMINISTRATION**

Please consider me for appointment to:      **Park Committee**     

**I am interested in serving as a citizen representative because: I believe parks are extremely important, both for our citizens and for wildlife. Neither our urbanized or agricultural areas provide recreational opportunities for citizens or habitat for wildlife.**

**Special skills, experience or qualifications I possess related to this appointment are:**

**Masters Degree in Botany/Zoology**

**Retired Director of Wehr Nature Center, Milwaukee county parks**

**Check one of the following:**

**X - I am a resident of Walworth County and reside in the appropriate jurisdiction to serve on the board or commission for which I am applying.**

**I am not a resident of Walworth County.**

**I certify that the information I have provided is truthful to the best of my knowledge.**

     **Mariette Nowak**  
**Signature of Applicant**

**Date: March 30, 12**

*Feel free to attach any additional documentation to this form.*

EAST TROY LIONS PUBLIC LIBRARY BOARD

STATE OF WISCONSIN    )  
                                  ) SS  
COUNTY OF WALWORTH)

I, the undersigned Chair of the Walworth County Board of Supervisors, do hereby appoint Kathleen Keckhaver as a member of the East Troy Lions Public Library Board. Said term to begin upon county board appointment and end on June 30, 2015, or until a successor is named.

Dated this 12<sup>th</sup> day of June 2012.

---

Nancy Russell, Chair  
Walworth County Board of Supervisors

**Nomination for Committee/Board/Commission Appointment**

**Committee:** East Troy Lions Public Library

**Nominee:** Kathleen Keckhaver

**Address:** N7969 Townline Road  
East Troy, WI 53120

**Submitted by:** David Bretl, County Administrator

**Authority:** Section 59.18, Wisconsin Statutes

**Who will the nominee replace?** Signe Emmerich.

**When did/does the incumbent's current term expire?** June 30, 2012

**Was this vacancy advertised?** \_\_\_\_\_

**Comment** Appointment would begin upon county board confirmation and end June 30, 2015.

**Names of individuals who have expressed interest in serving in this position:**

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

**For incumbents, committee attendance, if known:**

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

**WALWORTH COUNTY  
NOTICE OF INTEREST TO SERVE AS A CITIZEN REPRESENTATIVE**

Name: Kathleen Keckhaver

Date: 4-27-2012

Mailing Address: N 7969 Townline Rd.  
East Troy, WI 53120

Phone: 262-642-2968

I reside in:  the Town of Troy  
 the Village of \_\_\_\_\_  
 the City of \_\_\_\_\_

Please consider me for appointment to: East Troy Public Library board.

I am interested in serving as a citizen representative because: I have resided in East Troy most of my life and love "giving back" to the community. I recieved my first library card when I was 4 and have always loved reading. I now bring my grandchild to the library to teach him the love of books.

Special skills, experience or qualifications I possess related to this appointment are:

Being a director of a child care, I am so involved with childrens lives. I also deal with the public everyday, speaking to parents with their concerns.

Check one of the following:

I am a resident of Walworth County and reside in the appropriate jurisdiction to serve on the board or commission for which I am applying.

I am not a resident of Walworth County.

I certify that the information I have provided is truthful to the best of my knowledge.

Kathleen Keckhaver  
Signature of Applicant

4-27-2012  
Date

*Feel free to attach any additional documentation to this form.*



**Nomination for Committee/Board/Commission Appointment**

**Committee:** County Zoning Agency

**Nominee:** Richard Kuhnke

**Address:** W8175 R & D Townline Road  
Delavan, WI 53115

**Submitted by:** David Bretl, County Administrator

**Authority:** Section 59.18, Wisconsin Statutes

**Who will the nominee replace?** The nominee is the incumbent.

**When did/does the incumbent's current term expire?** June 30, 2012

**Was this vacancy advertised?** \_\_\_\_\_

**Comment** Appointment would begin upon county board confirmation and end June 30, 2014.

**Names of individuals who have expressed interest in serving in this position:**

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

**For incumbents, committee attendance, if known:**

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

**WALWORTH COUNTY  
NOTICE OF INTEREST TO SERVE AS A CITIZEN REPRESENTATIVE**

Name: Richard Kubenko Sr Date: 4-24-12  
Mailing Address: W 8175 N D Townline Phone: 728-9131  
Delavan WI 53115

I reside in:  the Town of Darien  
 the Village of \_\_\_\_\_  
 the City of \_\_\_\_\_

Please consider me for appointment to: County Zoning Agency

I am interested in serving as a citizen representative because: I have  
expressed a strong interest of the land  
use in our county

Special skills, experience or qualifications I possess related to this appointment are:

I have served on the zoning committee  
as a citizen for 4 yrs and as chair  
for an additional 6 yrs

Check one of the following:

I am a resident of Walworth County and reside in the appropriate jurisdiction to serve on the board or commission for which I am applying.

I am not a resident of Walworth County.

I certify that the information I have provided is truthful to the best of my knowledge.

Richard Kubenko Sr 4-24-12  
Signature of Applicant Date

Feel free to attach any additional documentation to this form.



**Nomination for Committee/Board/Commission Appointment**

**Committee:** County Zoning Agency

**Nominee:** Jim Van Dreser

**Address:** N1937 Highway 14  
Walworth, WI 53184

**Submitted by:** David Bretl, County Administrator

**Authority:** Section 59.18, Wisconsin Statutes

**Who will the nominee replace?** The nominee is the incumbent.

**When did/does the incumbent's current term expire?** June 30, 2012

**Was this vacancy advertised?** \_\_\_\_\_

**Comment** Appointment would begin upon county board confirmation and end June 30, 2014.

**Names of individuals who have expressed interest in serving in this position:**

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

**For incumbents, committee attendance, if known:**

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

**WALWORTH COUNTY  
NOTICE OF INTEREST TO SERVE AS A CITIZEN REPRESENTATIVE**

Name: Jim Van Drees

Date: 4/24/12

Mailing Address: N1937 Hwy 14  
Walworth WI 53184

Phone: 262 275 9394  
215 1935 cell

I reside in:  the Town of Walworth  
 the Village of \_\_\_\_\_  
 the City of \_\_\_\_\_

Please consider me for appointment to: County Zoning Agency

I am interested in serving as a citizen representative because: \_\_\_\_\_

Concerned for future developments  
of County

Special skills, experience or qualifications I possess related to this appointment are:

Experience on Agency

Check one of the following:

I am a resident of Walworth County and reside in the appropriate jurisdiction to serve on the board or commission for which I am applying.

I am not a resident of Walworth County.

I certify that the information I have provided is truthful to the best of my knowledge.

  
Signature of Applicant

4/24/12  
Date

*Feel free to attach any additional documentation to this form.*

WALWORTH COUNTY  
LAKE DISTRICT APPOINTMENTS

STATE OF WISCONSIN    )  
  )SS  
COUNTY OF WALWORTH)

I, the undersigned Chair of the Walworth County Board of Supervisors, do hereby appoint the following, pursuant to the recommendation of the Land Conservation Committee, to the specified Walworth County Lake Districts listed below:

BENEDICT-TOMBEAU LAKES	Ken Monroe – County Board Supervisor
BEULAH LAKE	Rick Stacey – County Board Supervisor
BOOTH LAKE	Stanley Muzatko – Citizen Member
COMUS LAKE	Dan Kilkenny – County Board Supervisor
HONEY LAKE	Robert McIndoe – Citizen Member
LAUDERDALE LAKES	Rick Callaway – Citizen Member
PLEASANT LAKE	Robert Arnold – Citizen Member
POTTERS LAKE	Joyce Ketchpaw-Reed – Citizen Member
WHITEWATER-RICE LAKES	Jerry Grant – County Board Supervisor

Said terms to end May 1, 2014 or until a successor is named.

Dated this 12<sup>th</sup> day of June, 2012.

---

Nancy Russell, Chair  
Walworth County Board of Supervisors

Land Conservation Committee or County Board Supervisor interested in sitting on any of the above Lake Districts, per State Statute Chapter 33, please designate your interest below:

Benedict- Tombeau Lakes

Ken Monroe

Beulah Lake

Rick Stacey

Booth Lake

Stan Muzatko \* Incumbent

Comus Lake

Dan Kilkenny

Honey Lake

Robert McIndoe\*Incumbent

Pleasant Lake

Robert Arnold\*Incumbent

Potters Lake

Joyce Ketchpaw-Reed \* Prior incumbent

Lauderdale Lakes

Rick Callaway\*- Interested

Whitewater-Rice Lakes

Jerry Grant -

Interested \* Citizen Members

(As of May 2, 2012)

FEDERAL NATIONAL MORTGAGE ASSOCIATION

One South Wacker Drive,  
Chicago, IL 60606

Plaintiff,

vs.

Case No. **12CV00512**  
Code No. 30404  
Foreclosure of Mortgage  
Dollar Amount Greater Than \$5,000.00

RAYMOND L. FERRARA and JANE DOE,  
unknown spouse of Raymond L. Ferrara  
1609 Beckman Drive  
Delavan, WI 53115

FILED  
Circuit Court

CITIFINANCIAL, INC  
c/o CT Corporation System,  
8040 Excelsior Drive, Suite 200  
Madison, Wisconsin 53717  
Clerk of Courts-Walworth Co.  
By: *llc*

APR 25 2012

RECEIVED  
WALWORTH COUNTY CLERK  
2012 MAY 11 PM 4:48

WALWORTH COUNTY  
c/o County Clerk,  
Walworth County Judicial Center  
1800 County Highway NN  
Elkhorn, Wisconsin 53121

GMAC LLC  
c/o The Corporation Company An Officer  
30600 Telegraph Road  
Bingham Farms, MI 48025

Defendants.

HON. JAMES L. CARLSON

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 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. In the event State of Wisconsin is a defendant, it has (45) days within which to answer. In the event that the United States of America is a defendant, it has (60) days within which to file its responsive pleading to the complaint. The answer must be sent or delivered to the court, whose address is:

**Clerk of Circuit Court  
Walworth County Judicial Center  
1800 County Highway NN  
PO Box 1001  
Elkhorn, WI 53121**

and to O'Dess and Associates, S.C., Plaintiff's attorneys, whose address is:

**O'Dess and Associates, S.C.  
Suite 403  
1414 Underwood Avenue  
Wauwatosa, Wisconsin 53213**

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 at Wauwatosa Wisconsin, this April 24 2012.

O'DESS and ASSOCIATES, S.C.  
Attorneys for Plaintiff

By: M. ABIGAIL O'DESS  
State Bar No. 1017869  
CHAD F. KOWALEWSKI  
State Bar No. 1032968

POST OFFICE ADDRESS:  
Suite 403  
1414 Underwood Avenue  
Wauwatosa, Wisconsin 53213  
(414) 727-1591

FEDERAL NATIONAL MORTGAGE ASSOCIATION

One South Wacker Drive,  
Chicago, IL 60606

Plaintiff,

vs.

Case No. **12CV00512**  
Code No. 30404  
Foreclosure of Mortgage  
Dollar Amount Greater Than \$5,000.00

RAYMOND L. FERRARA and JANE DOE,  
unknown spouse of Raymond L. Ferrara  
1609 Beckman Drive  
Delavan, WI 53115

FILED  
Circuit Court

CITIFINANCIAL, INC  
c/o CT Corporation System,  
8040 Excelsior Drive, Suite 200  
Madison, Wisconsin 53717

APR 25 2012

Clerk of Courts-Walworth Co.  
By: *[Signature]*

WALWORTH COUNTY  
c/o County Clerk,  
Walworth County Judicial Center  
1800 County Highway NN  
Elkhorn, Wisconsin 53121

GMAC LLC  
c/o The Corporation Company An Officer  
30600 Telegraph Road  
Bingham Farms, MI 48025

Defendants.

HON. JAMES L. CARLSON

COMPLAINT

Now Comes the above named plaintiff, by its attorneys, O'Dess and Associates, S.C., and as and for a complaint against the defendants, alleges and shows to the Court as follows:

1. That plaintiff is described and identified in Schedule 1 which is attached hereto and incorporated herein by reference as if set forth in full herein.

2. That the defendant(s), Raymond Ferrara, identified in Schedule 1 which is attached hereto and incorporated herein by reference as if set forth in full herein and who are referred to herein as mortgagor(s), duly executed and delivered a note and mortgage, for the consideration as expressed therein, copies of which are annexed hereto as Exhibit 1 and Exhibit 2, respectively, and by reference made a part hereof. That said mortgage was duly recorded in the office of the Register of Deeds for this County.

3. That copies of assignment(s) of said mortgage are attached hereto as Exhibit(s) 3-4, and are incorporated herein by reference as if set forth in full herein. That said assignment(s) has been duly recorded in the office of the Register of Deeds for this County. That plaintiff is the lawful holder of the note and may enforce same and is the mortgagee of record. That Federal National Mortgage Association is the owner of said note and Seterus, Inc. is the servicer per a contract with Federal National Mortgage Association.

4. That the other defendants, if any, identified in the attached Schedule 1 may have or claim to have an interest in the premises as set forth in said Schedule, but that all such interests are subordinate to plaintiff's mortgage and plaintiff's claim made herein.

5. That the mortgage premises are known and legally described as follows:

Lots Six (6), Seven (7), Thirty-six (36) and Thirty-seven (37) in the FLEMING ADDITION, lying and being in the Northeast One-quarter (1/4) of Section Twenty-eight (28), in Township Two (2) North, Range Sixteen (16) East, in the Town of Delavan, Walworth County, Wisconsin, according to the plat thereof recorded in the Office of the Register of Deeds for Walworth County, Wisconsin in Volume 7 of Plats, at pages 42 and 43. More commonly known as 1609 Beckman Drive. Tax Key No. FFA 00005

5. That according to its terms, there is now due and owing to plaintiff on said mortgage note and mortgage as of April 25, 2012 the following:

Principal	\$60,029.93
Interest	\$1369.58
Escrow Overdraft Balance	\$210.40
Unpaid Charges	\$90.00
Less Suspense Credits	\$(52.47)
Total	\$61,647.44

- That payments pursuant to said mortgage note and mortgage are due from September 1, 2011.

6. That by reason of the aforesaid default on the part of the defendants, a notice of acceleration was given to defendants in compliance with the terms of the mortgage note and mortgage herein.

7. That the plaintiff has elected to proceed to foreclosure pursuant to §846.101, formerly §816.101, formerly §278.101, or §846.103(2) or §846.102 Wisconsin Statutes, that the premises covered by the mortgage are twenty acres or less in area, and are owner occupied, and that pursuant to said section plaintiff hereby elected to waive judgment for any deficiency which may remain due the plaintiff after sale of the mortgaged premises, against every party who is personally liable for the debt secured by the mortgage, and consents that the mortgagor(s), unless they abandon the property, may remain in possession of the mortgaged property and be entitled to all of the rents, issues and profits therefrom to the date of confirmation of sale by the Court. However, if the property is not owner occupied plaintiff will proceed under §846.103(2) for a three month redemption period. If the property is vacant and abandoned plaintiff will proceed to judgment under §846.102 Wis. Stats. and request a two month redemption period.

WHEREFORE, plaintiff demands judgment:

1. For the foreclosure and sale of the mortgaged premises in accordance with §846.101 or §846.103(2) or §846.102 Wisconsin Statutes depending upon occupancy status upon service of process;

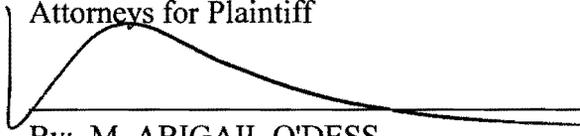
2. That the amount due to the plaintiff in principal and interest, costs, disbursements and attorneys' fees be adjudged and determined;

3. That the defendants 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 the right to redeem the same before sale as provided by law;

4. That the mortgagor defendants or persons occupying the premises be enjoined and restrained from committing waste during the pendency of the action; and

5. That the plaintiff may take all necessary steps to secure and winterize the subject property in the event it is abandoned by the defendants and becomes unoccupied during the redemption period or until such time as this matter is concluded; and
6. That the plaintiff seeks permission, pursuant to §846.09, Wisconsin Statutes, to amend its pleadings to add any other parties it determines are necessary; and
7. That plaintiff have such other and further relief as may be just and equitable.

O'DESS and ASSOCIATES, S.C.  
Attorneys for Plaintiff



By: M. ABIGAIL O'DESS  
State Bar No. 1017869  
CHAD F. KOWALEWSKI  
State Bar No. 1032968

POST OFFICE ADDRESS:  
Suite 403  
1414 Underwood Avenue  
Wauwatosa, Wisconsin 53213  
(414) 727-1591

**O'Dess and Associates, S.C., is attempting to collect a debt and any information obtained will be used for that purpose.**

If you have previously received a Chapter 7 Discharge in Bankruptcy, this correspondence should not be construed as an attempt to collect a debt.

## SCHEDULE 1

### **Plaintiff**

1. That the plaintiff, Federal National Mortgage Association, is a federally chartered corporation, duly organized and existing under the laws of the United States of America, with its offices located at One South Wacker Drive, Chicago, IL. That Seterus, Inc., is the servicer for Federal National Mortgage Association.

### **Defendants**

2. That the defendant, Raymond L. Ferrara, is an adult resident of the City of Delavan, County of Walworth, State of Wisconsin, residing at 1609 Beckman Drive; that defendant's occupation is unknown.

3. That the defendant, Jane Doe, unknown wife of Raymond L. Ferrara, is, upon information and belief, an adult resident of the City of Delavan, County of Walworth, State of Wisconsin, residing at 1609 Beckman Drive; that her actual name and occupation are unknown. That said defendant has, or may have, or may claim to have, an interest or lien in the subject premises by virtue of her marriage to Raymond L. Ferrara.

4. That the defendant, Citifinancial, Inc., is a foreign corporation duly organized and existing under the laws of the State of Maryland and is licensed to do business within the State of Wisconsin, with its registered agent being, CT Corporation System, and located at 8040 Excelsior Drive, Suite 200, Madison, Wisconsin; that said defendant has, or may have, or may claim to have, an interest or lien in the subject premises by virtue of the following:

Mortgage, and the Terms and Conditions thereof, from Raymond L. Ferrara, to CitiFinancial, Inc. for \$16,660.57 dated January 23, 2007 and recorded on January 25, 2007 in the Office of the Register of Deeds for Walworth County, Wisconsin, as Document No. 699316.

5. That the defendant, County of Walworth, is a body politic and a body corporate, duly organized and existing under the laws of the State of Wisconsin, with its offices located in

care of the County Clerk, 100 West Walworth Street, Elkhorn, Wisconsin; that said defendant has, or may have, or may claim to have, an interest or lien in the subject premises by virtue of the following:

Judgment docketed in the Office of the Clerk of Courts for Walworth County on November 13, 2011, No. 07FO000445 in favor of Walworth County Clerk of Circuit Court, 1800 County Road NN, PO Box 1001, Elkhorn, WI 53121 plaintiff, vs. Raymond Ferrara, 1609 Beckman Drive, Delavan, WI 53115 defendant, in the sum of \$299.97.

Judgment docketed in the Office of the Clerk of Courts for Walworth County on November 13, 2011, No.07FO000446 in favor of Walworth County Clerk of Circuit Court, 1800 County Road NN, PO Box 1001, Elkhorn, WI 53121 plaintiff, vs. Raymond L. Ferrara, 1609 Beckman Drive, Delavan, WI 53115 defendant, in the sum of \$299.97.

Judgment docketed in the Office of the Clerk of Courts for Walworth County on November 13, 2011, No. 07FO000447 in favor of Walworth County Clerk of Circuit Court, 1800 County Road NN, PO Box 1001, Elkhorn, WI 53121 plaintiff, vs. Raymond L Ferrara, 1609 Beckman Drive, Delavan, WI 53115 defendant, in the sum of \$299.97.

Judgment docketed in the Office of the Clerk of Courts for Walworth County on November 13, 2011, No. 07FO000448 in favor of Walworth County Clerk of Circuit Court, 1800 County Road NN, PO Box 1001, Elkhorn, WI 53121 plaintiff, vs. Raymond L. Ferrara, 1609 Beckman Drive, Delavan, WI 53115 defendant, in the sum of \$299.97.

Judgment docketed in the Office of the Clerk of Courts for Walworth County on November 13, 2011, No. 07FO000905 in favor of Walworth County Clerk of Circuit Court, 1800 County Road NN, PO Box 1001, Elkhorn, WI 53121 plaintiff, vs. Raymond L. Ferrara, 1609 Beckman Drive, Delavan, WI 53115 defendant, in the sum of \$299.97.

Judgment docketed in the Office of the Clerk of Courts for Walworth County on November 13, 2011, No. 07FO000906 in favor of Walworth County Clerk of Circuit Court, 1800 County Road NN, PO Box 1001, Elkhorn, WI 53121 plaintiff, vs. Raymond L. Ferrara, 1609 Beckman Drive, Delavan, WI 53115 defendant, in the sum of \$299.97.

Judgment docketed in the Office of the Clerk of Courts for Walworth County on November 13, 2011, No. 07FO000907 in favor of Walworth County Clerk of Circuit Court, 1800 County Road NN, PO Box 1001, Elkhorn, WI 53121 plaintiff, vs. Raymond L. Ferrara, 1609 Beckman Drive, Delavan, WI 53115 defendant, in the sum of \$299.97.

Judgment docketed in the Office of the Clerk of Courts for Walworth County on November 13, 2011, No. 07FO001097 in favor of Walworth County Clerk of Circuit Court, 1800 County Road NN, PO Box 1001, Elkhorn, WI 53121 plaintiff, vs. Raymond L. Ferrara, 1609 Beckman Drive, Delavan, WI 53115 defendant, in the sum of \$299.97.

6. That the defendant, GMAC, LLC, is a foreign limited liability company, organized and existing under the laws of the state of Michigan, with its registered agent being The Corporation Company, located at 30600 Telegraph Road, Bingham Farms, MI; that said defendant has, or may have, or may claim to have, an interest or lien in the subject premises by virtue of the following:

Judgment docketed in the Office of the Clerk of Courts for Walworth County on December 9, 2008, No. 08CV001279 in favor of GMAC LLC, 3301 Airport Freeway, Bedford, TX 76021 plaintiff, vs. Raymond L. Ferrara, 1609 Beckman Drive, Delavan, WI 53115 defendant, in the sum of \$13,063.41.

**NOTICE REQUIRED BY THE FAIR DEBT  
COLLECTION PRACTICES ACT, (the Act),  
15 U.S.C. Section 1692 As Amended**

1. O'Dess and Associates, S.C. is the creditor's and the servicer's law firm and is attempting to collect a debt for the creditor. Any information the debtor provides to O'Dess and Associates, S.C. will be used for that purpose.

2. The amount of the debt as of April 25, 2012, is set forth in paragraph 6 of the complaint attached hereto. Since interest, late charges, and other charges may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (414) 727-1591 and ask for attorney M. Abigail O'Dess.

3. The Federal National Mortgage Association is the creditor to which the debt is owed and Seterus, Inc. is the servicer of the creditor.

4. The debt described in the complaint attached hereto and evidenced by the copy of the mortgage note attached hereto will be assumed to be valid by O'Dess and Associates, S.C., unless the debtor, within thirty days after the receipt of this notice, disputes the validity of the debt or some portion thereof.

5. **The law does not require O'Dess and Associates, S.C. to wait until the end of the thirty-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-day period that begins with your receipt of this notice, the law requires our law firm to suspend efforts (through litigation or otherwise) to collect the debt until we mail the requested information to you.**

6. If the debtor notifies O'Dess and Associates, S.C. in writing within thirty days of the receipt of this notice that the debt or any portion thereof is disputed, O'Dess and Associates, S.C. will obtain a verification of the debt and a copy of the verification will be mailed to the debtor by O'Dess and Associates, S.C.

7. If the creditor is not the original creditor, and if the debtor makes a written request to O'Dess and Associates, S.C. within the thirty days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor by O'Dess and Associates, S.C.

8. Written requests should be addressed to Attorney M. Abigail O'Dess, O'Dess and Associates, S.C., Suite 403, 1414 Underwood Avenue, Wauwatosa, Wisconsin 53213.

If you have previously received a Chapter 7 Discharge in Bankruptcy, this correspondence should not be construed as an attempt to collect a debt.

**ORIGINAL**

Prepared by: MARTHA RYAN

LOAN #: [REDACTED]

**InterestOnly<sup>SM</sup> ADJUSTABLE RATE NOTE**  
(One-Year LIBOR Index (As Published in *The Wall Street Journal*) - Rate Caps)

**THIS NOTE CONTAINS PROVISIONS ALLOWING FOR A CHANGE IN MY FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE AND FOR CHANGES IN MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.**

DECEMBER 19, 2005  
{Date}

LAKE GENEVA  
{City}

WISCONSIN  
{State}

1609 BECKMAN DR, DELAVAN, WI 53115-3907  
{Property Address}

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 61,200.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is COUNTRYWIDE HOME LOANS, INC. I will make all payments under this Note in the form of cash, check or money order.

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

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.500 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

Solely for the purpose of computing interest, a montly 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 each due date.

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will make a payment on the first day of every month, beginning on FEBRUARY 01, 2006. Before the first Principal and Interest Payment Due Date as described in Section 4 of this Note, my payment will consist only of the interest due on the unpaid principal balance of this Note. Thereafter, I will pay principal and interest by making a payment every month as provided below.

I will make my monthly payments of principal and interest beginning on the First Principal and Interest Payment Due Date as described in Section 4 of this Note. 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 as of its scheduled due date, and if the payment includes both principal and interest, it will be applied to interest before Principal. If, on JANUARY 01, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. Box 660694, Dallas, TX 75266-0694 or at a different place if required by the Note Holder.

**(B) Amount of My Initial Monthly Payments**

My monthly payment will be in the amount of U.S. \$ 382.50 before the First Principal and Interest Payment Due Date, and thereafter will be in an amount sufficient to repay the principal and interest at the rate determined as described in Section 4 of this Note in substantially equal installments by the Maturity Date. The Note Holder will notify me prior to the date of change in monthly payment.

**(C) Monthly Payment Changes**

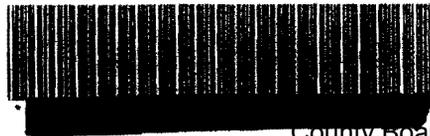
Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 or 5 of this Note.

**4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of JANUARY, 2011, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The

Initials *RF*



date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market (LIBOR), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO & ONE-QUARTER percentage points ( 2.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 12.500 % or less than 2.500 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 12.500 %.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

Before the effective date of any change in my interest rate and/or monthly payment, the Note Holder will deliver or mail to me a notice of such change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**(G) Date of First Principal and Interest Payment**

The date of my first payment consisting of both principal and interest on this Note (the "First Principal and Interest Payment Due Date") shall be the first monthly payment date after the first Change Date.

**5. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any 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 of my monthly payments unless the Note Holder agrees in writing to those changes. If the partial Prepayment is made during the period when my monthly payments consist only of interest, the amount of the monthly payment will decrease for the remainder of the term when my payments consist of only interest. If the partial Prepayment is made during the period when my payments consist of principal and interest, my partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

**6. 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 that 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.

**7. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of interest, during the period when my payment is interest only, and of principal and interest thereafter. 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 that 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.

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.

**(D) No Waiver By Note Holder**

**(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.

**8. 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.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given 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.

**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. 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.

**10. 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.

**11. 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 that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

(A) Until my initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section 4 above, Uniform Covenant 18 of the Security Instrument shall read as follows:

**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 it 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, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal 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.

(B) When my initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section 4 above, Uniform Covenant 18 of the Security Instrument described in Section 11(A) above shall then cease to be in effect, and Uniform Covenant 18 of the Security Instrument shall instead read as follows:

**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.

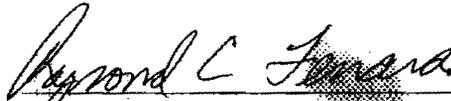
If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

LOAN #: [REDACTED]

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

  
\_\_\_\_\_  
RAYMOND L. FERRARA (Seal)  
Borrower

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

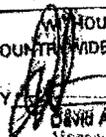
\_\_\_\_\_  
(Seal)  
Borrower

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

[Sign Original Only]

PAY TO THE ORDER OF

WITHOUT RECOURSE  
COUNTRYWIDE HOME LOANS, INC.

BY   
DAVID A. Spector  
Managing Director

663314



# MORTGAGE

DOCUMENT NUMBER

NAME & RETURN ADDRESS  
COUNTRYWIDE HOME LOANS, INC.  
MS SV-79 DOCUMENT PROCESSING  
P.O. Box 10423  
Van Nuys, CA 91410-0423 41.00

Recorded  
DEC. 21, 2005 AT 08:50AM  
CONNIE J MOOLEVER  
REGISTER OF DEEDS  
WALWORTH COUNTY, WI  
Fee Amount: 441.00

PARCEL IDENTIFIER NUMBER  
ffa00005

[Space Above This Line For Recording Data]

FERRARA  
(Escrow/Closing #)

[Doc ID #]

MIN

## 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 DECEMBER 19, 2005 , together with all Riders to this document.
- (B) "Borrower" is  
RAYMOND L FERRARA, a single person

Borrower is the mortgagor under this Security Instrument.

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

(D) "Lender" is  
COUNTRYWIDE HOME LOANS, INC.  
Lender is a CORPORATION  
organized and existing under the laws of NEW YORK  
Lender's address is  
4500 Park Granada, Calabasas, CA 91302-1613

(E) "Note" means the promissory note signed by Borrower and dated DECEMBER 19, 2005 . The Note states that Borrower owes Lender SIXTY ONE THOUSAND TWO HUNDRED and 00/100

Dollars (U.S.\$ 61,200.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JANUARY 01, 2036 .

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

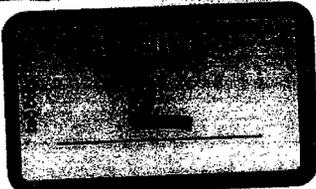
WISCONSIN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

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Initials: *RF*

Form 3050 1/01

WMP -5A(WI) (8005).01 CHL (11/01)(d) VMP MORTGAGE FORMS  
CONVVA



DOC ID #: [REDACTED]

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

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

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

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

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

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

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

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

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

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

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

**TRANSFER OF RIGHTS IN THE PROPERTY**

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

COUNTY of WALWORTH :

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

*This is a purchase money mortgage.*  
which currently has the address of

1609 BECKMAN DR, DELAVAN

[Street/City]

Wisconsin 53115-3907 ("Property Address"):

[Zip Code]

DOC ID #: [REDACTED]

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

**BORROWER COVENANTS** that Borrower is lawfully 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.

**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

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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.

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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.

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**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.

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**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.

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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.

DOC ID #: [REDACTED]

**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.

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Form 3050 1/01

DOC ID #: [REDACTED]

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:

*[Handwritten Signature]*

*Raymond L. Ferrara*  
RAYMOND L. FERRARA

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

663314

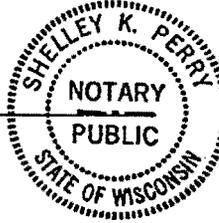
STATE OF WISCONSIN,

The foregoing instrument was acknowledged before me this  
by Raymond L. Ferrara,

DOC ID #: [REDACTED]  
Walworth County ss:  
December 19, 2005

My Commission Expires: 3-19-09

*Shelley K Perry*  
Notary Public, State of Wisconsin



This instrument was prepared by  
MARTHA RYAN  
COUNTRYWIDE HOME LOANS, INC.  
13303 WASHINGTON AVE, STURTEVANT, WI 53177

663314

Prepared by: MARTHA RYAN

**COUNTRYWIDE HOME LOANS, INC.**

DATE: 12/19/2005

CASE #:

DOC ID #:

BORROWER: RAYMOND L. FERRARA

PROPERTY ADDRESS: 1609 BECKMAN DR

DELAVAN, WI 53115-3907

Branch # [REDACTED]

13303 WASHINGTON AVE

STURTEVANT, WI 53177

Phone: [REDACTED]

Br Fax No.: [REDACTED]

**LEGAL DESCRIPTION EXHIBIT A**

Lots 6, 7, 36, and 37 in the Fleming Addition, lying and being in the Northeast 1/4 of Section 28, Township 2 North, Range 16 East, according to the plat thereof recorded in the office of the Register of Deeds for Walworth County, Wisconsin, in Volume 7 of Plats, Pages 42 and 43. Said land being in the Town of Delavan, County of Walworth, and State of Wisconsin.

Tax Key No. FFA 00005 (as to Lots 6 and 7) and FFA 00009A (as to Lots 36 and 37)

Property Address: 1609 Beckman Drive

FHAWA00NV  
Legal Description Exhibit A  
20404-XX (04/02)(c)



663314

[Space Above This Line For Recording Data]

**FIXED/ADJUSTABLE RATE RIDER**  
(LIBOR One-Year Index (As Published In *The Wall Street Journal*) - Rate Caps)

After Recording Return To:  
COUNTRYWIDE HOME LOANS, INC.  
MS SV-79 DOCUMENT PROCESSING  
P.O.Box 10423  
Van Nuys, CA 91410-0423

PARCEL ID #:  
ffa00005

Prepared By:  
MARTHA RYAN  
COUNTRYWIDE HOME LOANS, INC.

13303 WASHINGTON AVE  
STURTEVANT  
WI 53177

FERRARA  
[Escrow/Closing #]

[Doc ID #]

THIS FIXED/ADJUSTABLE RATE RIDER is made this NINETEENTH day of  
DECEMBER, 2005, 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  
("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to  
COUNTRYWIDE HOME LOANS, INC.  
("Lender") of the same date and covering the property described in the Security Instrument and located at:  
1609 BECKMAN DR, DELAVAN, WI 53115-3907  
[Property Address]

CONV  
• MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR - Single Family INTEREST ONLY  
2J799-XX (04/02)(d) Page 1 of 4

Initials: *RF*



DOC ID #: [REDACTED]

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial fixed interest rate of 7.500 %. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

**4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of JANUARY, 2011, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in the *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO & ONE-QUARTER percentage points ( 2.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 12.500 % or less than 2.500 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 12.500 %.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

CONV

• MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR - Single Family INTEREST ONLY  
2U796-XX (04/02)

Page 2 of 4

Initials: RF

DOC ID #: [REDACTED]

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

**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.

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

**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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

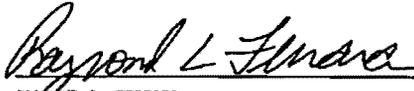
To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

663314

DOC ID #: [REDACTED]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

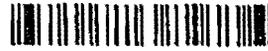
  
\_\_\_\_\_(Seal)  
RAYMOND L. FERRARA - Borrower

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

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

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

STATE BAR OF WISCONSIN FORM 14- 1998  
ASSIGNMENT OF MORTGAGE



Document Number

Mortgage Electronic Registration Systems, Inc. as Nominee for Countrywide Home Loans, Inc. for a valuable consideration assigns to BAC Home Loans Servicing, L.P. the Mortgage executed by Raymond L. Ferrara to Mortgage Electronic Registration Systems, Inc. as Nominee for Countrywide Home Loans, Inc. on December 19, 2005 and recorded in the office of the Register of Deeds of Walworth County, Wisconsin, on December 21, 2005 as Document Number 663314, together with the Note and indebtedness it secures.

Doc # 802896  
Recorded  
November 16, 2010 9:46 AM

CONNIE J WOOLEVER  
REGISTER OF DEEDS  
WALWORTH COUNTY, WI  
Fee Amount: \$30.00  
Total Pages: 1

The original principal balance of said Mortgage is \$61,200.00

For information purposes only:  
Address: 1609 Beckman Drive, Delavan, WI 53115

Recording Area  
Name and Return Address  
Blommer Peterman S.C.  
165 Bishops Way  
Brookfield, WI 53005 3000  
BAC Home Loans Servicing, L.P. v Ferrara

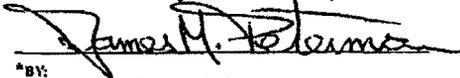
FFA-00005  
Parcel Identification Number (PIN)

Lots 6, 7, 36 and 37 in the Fleming Addition, lying and being in the Northeast 1/4 of Section 28, Township 2 North, Range 16 East, according to the plat thereof recorded in the office of the Register of Deeds for Walworth County, Wisconsin, in Volume 7 of Plats, pages 42 and 43. Said land being in the Town of Delavan, Walworth County, Wisconsin.

This Assignment is made without recourse.  
Assignor is the owner of the Note and Mortgage and has good right to assign it.

Dated this 8th day of November, 2010.

Mortgage Electronic Registration Systems, Inc. as  
Nominee for Countrywide Home Loans, Inc.

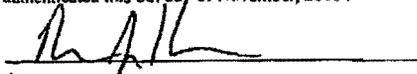


\*BY: James M. Peterman  
SBN: 1016476

Certified as Assistant Secretary and Vice President of Mortgage Electronic Registration Systems, Inc. per Corporate Resolutions effective 11/2/2009.

AUTHENTICATION

Signature of James M. Peterman  
SBN: 1016476  
authenticated this 8th day of November, 2010.



\* Russell J. Karnes  
SBN: 1054982

TITLE: MEMBER STATE BAR OF WISCONSIN

THIS INSTRUMENT WAS DRAFTED BY:  
Marie M. Flannery, State Bar No. 1045309

ACKNOWLEDGMENT

State of \_\_\_\_\_

County of \_\_\_\_\_

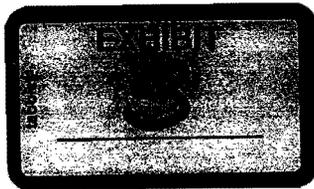
Personally came before me this 8th day of November, 2010,  
the above named

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

\*  
Notary Public, State of \_\_\_\_\_

My Commission is permanent.  
(If not, state expiration date: \_\_\_\_\_)

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



2



CORPORATION ASSIGNMENT OF MORTGAGE

Document Title

Doc # 833361

Recorded March 05, 2012 10:31 AM

CONNIE J WOODLEVER REGISTER OF DEEDS WALWORTH COUNTY, WI Fee Amount: \$30.00 Total Pages: 2

Recording Area

Recording requested by: BANK OF AMERICA N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP BOX 5060 SIMI VALLEY CA 93062-5000 When recorded mail to: BANK OF AMERICA DOCUMENT PROCESSING TX2-979-01-19 4500 AMON CARTER BLVD FLOOR FORT WORTH, TX 76155 Attn: ASSIGNMENT UNIT

FFA 00005 Parcel Identification Number (PIN)

Doc. ID# 33611996851456778 Commitment#

For value received, the undersigned, BANK OF AMERICA N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP, 1800 TAPO CANYON ROAD, SIMI VALLEY, CA 93063, hereby grants, assigns and transfers to: FEDERAL NATIONAL MORTGAGE ASSOCIATION 14221 DALLAS PARKWAY STE 1000 DALLAS, TX 75254

All its interest under that certain Mortgage dated 12/19/05, executed by: RAYMOND L FERRARA, Mortgagor as per MORTGAGE recorded as Instrument No. 663314 on 12/21/05 in Book Page of official records in the County Recorder's Office of WALWORTH County, WISCONSIN. Original Mortgage \$61,200.00 1609 BECKMAN DR, DELAVAN, WI 53115

(See page attached hereto for Legal Description)

Together with the Note or Notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage.

Dated: 02/13/2012 BANK OF AMERICA N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP

By [Signature] DEBBIE KISS, ASSISTANT VICE PRESIDENT

State of California County of Ventura

On FEB 15 2012 before me, TONY RUSHING, Notary Public, personally appeared DEBBIE KISS, who 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(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

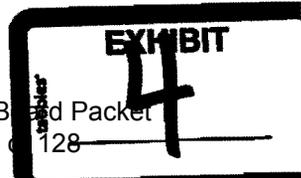
Witness my hand and official seal.

Signature: [Signature] TONY RUSHING



Prepared by: ANDREW BUI 1800 TAPO CANYON RD MC: CA6-914-01-43 SIMI VALLEY, CA 93063 Phone#: (213) 345-1194

Contact Federal National Mortgage Association for this instrument to Seterus, Inc., 14523 SW African Way # 200, Beaverton, OR 97005, telephone # 1-866-570-5277, which is responsible for receiving payments.



Doc: [REDACTED]

DOC ID # [REDACTED]

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## Exhibit "A" - LEGAL DESCRIPTION

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Lots 6, 7, 36, and 37 in the Fleming Addition, lying and being in the Northeast 1/4 of Section 28, Township 2 North, Range 16 East, according to the plat thereof recorded in the office of the Register of Deeds for Walworth County, Wisconsin, in Volume 7 of Plats, Pages 42 and 43. Said land being in the Town of Delavan, County of Walworth, and State of Wisconsin.

Tax Key No. FFA 00005 (as to Lots 6 and 7) and FFA 00009A (as to Lots 36 and 37)

Property Address: 1609 Beckman Drive

STATE OF WISCONSIN : CIRCUIT COURT : WALWORTH COUNTY  
WELLS FARGO BANK, N.A., CASE NO.  
3476 Stateview Boulevard FORECLOSURE CASE CODE - 30404  
Fort Mill, SC 29715

Plaintiff,

12CV00618

vs.

SUMMONS

JAMES W. JACKSON  
804 Eastown Manor, Unit 804  
Elkhorn, Wisconsin 53121

DEBRA LEE TESSNER-JACKSON  
804 Eastown Manor, Unit 804  
Elkhorn, Wisconsin 53121

STATE OF WISCONSIN  
c/o Walworth County Treasurer  
Kathy Du Bois  
Walworth County Government Center,  
Room 103  
100 West Walworth Street  
Elkhorn, Wisconsin 53121

WEA INSURANCE CORPORATION  
c/o Michael L. Stoll  
45 Nob Hill Road  
Madison, Wisconsin 53713

EASTOWN MANOR CONDOMINIUM  
ASSOCIATION, INC.  
c/o Anthony A. Coletti  
114 North Church Street  
Elkhorn, Wisconsin 53121

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 of 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 Walworth County Judicial Center 2nd Floor, 1800 County Road NN, PO Box 1001, Elkhorn, WI 53121 and to Kohner, Mann & Kailas, S.C., Plaintiff's

FILED  
CIRCUIT COURT

MAY 17 2012

Clerk of Courts-Walworth Co.  
By: SUE A. OAKES

PROCESSED SERVER  
2:10 AM DATE 5-23-12  
BY: [Signature]  
PERSONAL ( )  
CORPORATE ( )

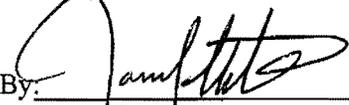
attorneys, whose address is 4650 N. Port Washington Road, Milwaukee, Wisconsin 53212-1059. You may have an attorney help or represent you.

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 16<sup>th</sup> day of May, 2012.

KOHNER, MANN & KAILAS, S.C.  
Attorneys for Plaintiff

By: 

Janine L. Collette  
State Bar No.: 1063934

Post Office Address:

4650 North Port Washington Road  
Milwaukee, WI 53212-1059  
Telephone: (414) 962-5110  
Facsimile: (414) 962-8725  
Email: jcollette@kmksc.com

**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 : WALWORTH COUNTY  
WELLS FARGO BANK, N.A., CASE NO.  
3476 Stateview Boulevard FORECLOSURE CASE CODE - 30404  
Fort Mill, SC 29715

Plaintiff,  
vs.

COMPLAINT **12CV00618**

JAMES W. JACKSON  
804 Eastown Manor, Unit 804  
Elkhorn, Wisconsin 53121

DEBRA LEE TESSNER-JACKSON  
804 Eastown Manor, Unit 804  
Elkhorn, Wisconsin 53121

STATE OF WISCONSIN  
c/o Walworth County Treasurer:  
Kathy Du Bois  
Walworth County Government Center,  
Room 103  
100 West Walworth Street  
Elkhorn, Wisconsin 53121

WEA INSURANCE CORPORATION  
c/o Michael L. Stoll  
45 Nob Hill Road  
Madison, Wisconsin 53713

EASTOWN MANOR CONDOMINIUM  
ASSOCIATION, INC.  
c/o Anthony A. Coletti  
114 North Church Street  
Elkhorn, Wisconsin 53121

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., 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, JAMES W. JACKSON, is a competent adult who resides at 804 Eastown Manor, Unit 804, Elkhorn, Wisconsin 53121 (hereinafter Borrower).

3. Defendant, DEBRA LEE TESSNER-JACKSON, is a competent adult who resides at 804 Eastown Manor, Unit 804, Elkhorn, Wisconsin 53121
4. Defendant, STATE OF WISCONSIN c/o Walworth County Treasurer, is a sovereign entity and body politic, and its agent for service of process is the governmental subdivision of Walworth County, Walworth County Treasurer, located at Walworth County Government Center, Room 103, 100 West Walworth Street Elkhorn, Wisconsin 53121.
5. Defendant, WEA INSURANCE CORPORATION, is a legal entity organized and existing under the laws of the State of Wisconsin with its registered agent located at 45 Nob Hill Road, Madison, Wisconsin 53713.
6. Defendant, EASTOWN MANOR CONDOMINIUM ASSOCIATION, INC., is a Wisconsin Non-Stock corporation c/o Anthony A. Coletti, located at 114 North Church Street, Elkhorn, Wisconsin 53121.
7. 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 7/27/1993 in Volume 624, on Page 6499 as Document No. 262982. Plaintiff is the owner and holder of the Note and Mortgage.
8. Washington Mutual Bank f/k/a Washington Mutual Bank, FA, (successor by merger to Bank United f/k/a Bank United of Texas f/k/a Bank United of Texas FSB), successor by merger to Homeside Lending Inc., successor by merger to BancBoston Mortgage Corporation, assigned the Mortgage to Plaintiff by an assignment dated 4/2/2007 and recorded in the Office of the Register of Deeds for Walworth County, Wisconsin on 4/16/2007 as Document No. 705960. A copy of the assignment is attached as an Exhibit.
9. Borrower(s) defaulted under the terms and conditions of the Note by failing to pay the monthly payments as they became due.
10. The unpaid balance due under the Note and Mortgage is immediately due and payable.
11. As of 5/19/2012, the total indebtedness secured by the mortgaged premises is computed as follows:

Principal	\$59,894.07
Accrued Interest	10,218.54
Other Fees	170.00
Escrow Advance	5,668.23
Late Charges	475.83
Corporate Advance	1,524.50
Suspense Balance	-125.04
Attorneys' Fees	1,200.00
Attorneys' Costs	710.00

TOTAL \$79,736.13

\*Interest continues to accrue at the rate of 8.00% per year or \$13.13 per diem after 5/19/2012.

12. The mortgaged property is a one-to-four family, owner occupied residence at the commencement of the foreclosure action, located at 804 Eastown Manor, Unit 804, Elkhorn, WI 53121-2116. The Property cannot be sold in parcels without injury to the interests of the parties.

13. 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 State of Wisconsin c/o Walworth County Treasurer, by virtue of a judgment docketed in the Circuit Court for Walworth County, Wisconsin, on June 16, 2003, Case No. 2001CF000352, in favor of State of Wisconsin, Walworth County Treasurer, creditor, vs. James W. Jackson, 804 Eastown Manor, Elkhorn, WI 53121, debtor, in the sum of \$897.13.
- (b) Defendant WEA Insurance Corporation, by virtue of a judgment docketed in the Circuit Court for Walworth County, Wisconsin, on June 25, 2003, Case No. 2001CF000352, in favor of WEA Insurance, PO Box 7338, Madison, WI 53707, creditor, vs. James W. Jackson, 804 Eastown Manor, Elkhorn, WI 53121, debtor, in the sum of \$4,693.90.
- (c) Defendant Eastown Manor Condominium Association, Inc., by virtue of a judgment docketed in the Circuit Court for Walworth County, Wisconsin, on January 2, 2003, Case No. 2002SC001903, in favor of Eastown Manor Condominium Assn., 908 Eastown Manor, Elkhorn, WI 53121, creditor, vs. James W. Jackson and Debra L. Tessner-Jackson, 804 Eastown Manor, Elkhorn, WI 53121, debtor, in the sum of \$1,312.88.
- (d) Defendant Eastown Manor Condominium Association, Inc, by virtue that there may be unpaid assessments levied by the Eastown Manor Condominium.

14. Pursuant to Section 846.101, Wis. 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.

15. 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:

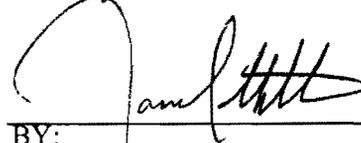
1. For foreclosure and sale of the mortgaged property in accordance with the above demand; Plaintiff agrees to accept sale of the property after the expiration of **six (6) months** from the date of entry of judgment.

2. 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.

3. 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.

Dated this 16<sup>th</sup> day of May, 2012.

KOHNER, MANN & KAILAS, S.C.  
Attorneys for Plaintiff



BY: \_\_\_\_\_  
Janine L. Collette – 1063934  
[jcollette@kmksc.com](mailto: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

JUNE 18 19 93

LAKE GENEVA  
(City)

WISCONSIN  
(State)

804 EASTOWN MANOR, ELKHORN, WISCONSIN 53121  
(Property Address)

### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ \*\*\*\*75,500.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is BANK UNITED OF TEXAS FSB, 3200 SOUTHWEST FREEWAY, #2000, HOUSTON, TEXAS 77027. 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 8.000 %.

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.

### 3. PAYMENTS

#### (A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1ST day of each month beginning on AUGUST 01 19 93. 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. My monthly payments will be applied to interest before principal. If, on JULY 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 3200 SOUTHWEST FREEWAY, #2000, HOUSTON, TEXAS 77027 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. \$ \*\*\*\*\*554.00

### 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 make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this 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: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

### 6. BORROWER'S FAILURE TO PAY AS REQUIRED

#### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % 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 delivered or mailed to me.

#### (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 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.

CNOT

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 payments 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 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:

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

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 delivered or mailed 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.

*James W. Jackson*

(Seal)  
Borrower

JAMES W. JACKSON

(Seal)  
Borrower

*Deborah Lee Tessenner Jackson*

DEBRA LEE TESSNER-JACKSON

(Seal)  
Borrower

(Seal)  
Borrower

(Sign Original Only)

BY: *[Signature]*  
D. SUE ROGERS  
ASST. VICE PRESIDENT  
BANK UNITED OF TEXAS FSB  
JUN 29 1993

WITHOUT RECOURSE PAY TO THE ORDER OF:

262982

VOL. 624 PAGE 6499  
RECORDED IN VOL. 624  
PAGE 6499

CMWI

RETURN TO:  
BANK UNITED OF TEXAS FSB  
DBA COMMONWEALTH UNITED MTG  
1301 W. BASSWOOD, 4TH FLOOR  
SCHAUMBURG, ILLINOIS 60173  
STC LOWAL27966

'93 JUL 27 AM 10 56

LOIS M. KETTERHAGEN  
REGISTER OF DEEDS  
WALWORTH COUNTY, WI  
SECURITY TITLE.  
L.G. 22.00

(Space Above This Line For Recording Data)

**MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on JUNE 18TH, 1993  
The mortgagor is JAMES W. JACKSON AND DEBRA LEE TESSNER-JACKSON, HUSBAND  
AND WIFE

("Borrower"). This Security Instrument is given to

BANK UNITED OF TEXAS FSB  
which is organized and existing under the laws of THE UNITED STATES, and whose address is

3200 SOUTHWEST FREEWAY, W2000, HOUSTON, TEXAS 77027

("Lender"). Borrower owes Lender the principal sum of

SEVENTY FIVE THOUSAND FIVE HUNDRED AND 00/100  
Dollars (U.S. \$ 75500.00). 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  
JULY 1ST, 2023. This Security Instrument secures to Lender (a) the repayment of the debt

evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other  
sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of  
Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby  
mortgage, grant and convey to Lender, with power of sale, the following described property located in

WALWORTH County, Wisconsin

UNIT 604 AND AN UNDIVIDED INTEREST IN THE COMMON AREAS OF EASTOWN  
MANOR CONDOMINIUM ACCORDING TO THE DECLARATION OF CONDOMINIUM  
OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS THEREOF,  
RECORDED MAY 22, 1991 IN VOL. 269 OF RECORDS ON PAGE 284 AS  
DOCUMENT NO. 84897, IN THE OFFICE OF THE REGISTER OF DEEDS OF  
WALWORTH COUNTY, WISCONSIN, SAID CONDOMINIUM BEING LOCATED ON THE  
REAL ESTATE DESCRIBED IN SAID DECLARATION AND INCORPORATED HEREIN  
BY THIS REFERENCE THERETO, AND AMENDMENTS THERETO.

TAX REF NO. 15T 00804

which has the address of 804 EASTOWN MANOR

ELKHORN

Wisconsin

53121

("Property Address")

WISCONSIN - Single Family - Private Mar Freddie Mac UNIFORM INSTRUMENT  
FORM 1001 (1993)

Form 1001 9-90 (1993) of 6 pages  
Total Lender Recordation Fees, for \$  
To Order Call: 1-800-526-6292 (1 FAX 800-761-1131)

I hereby certify that I have on this 28th day of July, 1993  
microphotographed the above document in accordance with standards  
established by Sec. 229.03 (1) of statutes with established  
procedures, *Lois M. Ketterhagen*, Camera Operator

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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 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.

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may 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 such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may 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. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may 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, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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.

5. **Hazard or 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 floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the

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periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, insurance proceeds shall be applied to restoration or repair of the Property damaged, 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 to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **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 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. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any foreclosure action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. 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 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.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the 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, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, 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 pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any

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condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the 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 condemnor offers to make an award or 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 proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **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 any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument 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 under the Note.

14. **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 other 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.

15. **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 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.

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

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 delivered or mailed 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.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

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applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) 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; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the 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 paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may 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 in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **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 Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "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 20, "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:

21. **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 paragraph 17 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 paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of this 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.

22. **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 reconduction costs.

23. **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.

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

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25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements 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)]

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduated Payment Rider
- Psychological Stress Reduction Rider
- Biweekly Payment Rider
- Balloon Rider
- Rate Improvement Rider
- Second Home Rider
- Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

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

James W. Jackson (Seal)  
JAMES W. JACKSON - Borrower

Debra Lee Tebsner Jackson (Seal)  
DEBRA LEE TEBNER-JACKSON - Borrower

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

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

STATE OF WISCONSIN, WALWORTH County as:

The foregoing instrument was acknowledged before me this June 18, 1993 by JAMES W. JACKSON AND DEBRA LEE TEBNER-JACKSON (date)

JAMES W. JACKSON AND DEBRA LEE TEBNER-JACKSON, HUSBAND AND WIFE

My Commission expires: 9-3-95 James K. Olson Notary Public, State of Wisconsin

This instrument was prepared by  
BETH M. TOUSEY  
1301 N. BASSWOOD, 4TH FLOOR  
SCHAUMBURG, IL 60173

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CCRC

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 18TH day of JUNE, 1993 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to BANK UNITED OF TEXAS FSB, 3200 SOUTHWEST FREEWAY, #2000, HOUSTON, TEXAS 77027 (the "Lender")

of the same date and covering the Property described in the Security Instrument and located at: 804 EASTOWN MANOR, ELKHORN, WISCONSIN 53121

(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: EASTOWN MANOR CONDOMINIUM

(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the use, proceeds and benefits of Borrower's interest.

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Signature of James W. Jackson (Seal)
Signature of Debra Lee Tebener-Jackson (Seal)

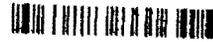
Signature lines for Lender (Seal)

DEBRA LEE TEBENER-JACKSON
MULTI-STATE CONDOMINIUM RIDER - Single Family - Florida Modified Max UNIFORM INSTRUMENT

Form 3100 9/90

Great Lakes Business Forms, Inc.
To Order Call: 1-800-539-6393

705960



Return To:  
Nationwide Title Clearing  
2100 Alt. 19 North  
Palm Harbor, FL 34683

1300

Recorded  
APR. 16, 2007 AT 02:40PM  
CONNIE J MOOLEVER  
REGISTER OF DEEDS  
WALWORTH COUNTY, WI  
Fee Amount: 113.00

**ASSIGNMENT OF MORTGAGE**

PIN YDT 00804  
WAMU #:   
Wells#:   
Pool #: FHLMC

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA, SUCCESSOR BY MERGER TO HOMESIDE LENDING, INC., SUCCESSOR BY MERGER TO BANCOSTON MORTGAGE CORPORATION, WHOSE ADDRESS IS 2210 ENTERPRISE DRIVE , FLORENCE, SC 29501, (ASSIGNOR), by these presents does convey, grant, sell, assign, transfer and set over the described mortgage together with the certain note(s) described therein together with all interest secured thereby, all liens, and any rights due or to become due thereon to WELLS FARGO BANK, NA, WHOSE ADDRESS IS 1 HOME CAMPUS , DES MOINES, IA 50328, ITS SUCCESSORS OR ASSIGNS, (ASSIGNEE).  
Said mortgage bearing the date 06/18/1993 , made by JAMES W JACKSON AND DEBRA LEE TESSNER-JACKS to BANK UNITED OF TEXAS, FSB and recorded in Official Records Book 624 , Page 6499 , Document# 262982 in office of the Register of Deeds of WALWORTH County, Wisconsin, to wit:  
SEE ATTACHED EXHIBIT A

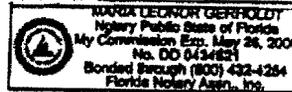
IN WITNESS WHEREOF the said corporation has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, THIS 02ND DAY OF APRIL IN THE YEAR 2007  
WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA, SUCCESSOR BY MERGER TO HOMESIDE LENDING, INC., SUCCESSOR BY MERGER TO BANCOSTON MORTGAGE CORPORATION

By   
BRYAN BLY ASST. VICE PRESIDENT

ATTEST:   
JASMIN NAPIER ATTESTING ASST. SECRETARY

STATE OF FLORIDA COUNTY OF PINELLAS  
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements personally appeared BRYAN BLY and JASMIN NAPIER well known to me to be the ASST. VICE PRESIDENT & the ATTESTING ASST. SECRETARY of WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA, SUCCESSOR BY MERGER TO HOMESIDE LENDING, INC., SUCCESSOR BY MERGER TO BANCOSTON MORTGAGE CORPORATION , a corporation, and acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation. WITNESS my hand and official seal in the County and State last aforesaid THIS 02ND DAY OF APRIL IN THE YEAR 2007

MARIA LEONOR GERHOLDT Notary Public  
My commission expires: 05/26/2009



This instrument was drafted by: J. Lesinski/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

FHL1 WMASN 7095494 KEN1347120 form5/FRMWI1

Unit 804 and an undivided interest in the common areas of Eastown  
Hiker Condominium according to the Declaration of Condominium  
Ownership and of Easements, Restrictions and Covenants thereof,  
recorded May 27, 1981 in Vol. 267 of Records on pages 194 as  
Document No. 89243, in the office of the Register of Deeds for  
Walworth County, Wisconsin, said condominium being located on the  
real estate described in said Declaration and incorporated herein  
by this reference thereto, and amendments thereto.

**REDACTED FOR PRIVACY**

James and Patricia Shirley  
418 Harbor Heights Drive  
Waterford, WI 53185  
262-514-2628

RECEIVED  
WALWORTH COUNTY CLERK  
2012 JUN -1 PM 1:23

**Report on car damage:**

On Tuesday, May 29, 2012 my car was struck by a rock generated by a County mower on County Road ES just ~~west~~<sup>east</sup> of US12. The rock blew out the third window on the driver side of my 2002 Kia Sedona. I stopped the mower operator, Jeff, and he called Janet Cline of the Public Works Department to report what happened. She took my statement and agreed to fax me the necessary form for reporting the damage to the County .

Attached you will find 2 estimates on doing the repairs. We had the repair made by Klein-Dickert on Thursday, May 31 in the amount of \$274.73, the lower of the 2 estimates.

We are requesting reimbursement of the \$274.73 to settle this claim.

Signed,

  
Patricia Shirley

Dated: June 1, 2012

**WORK ORDER**

Klein-Dickert Co., Inc.  
 13170 W CAPITOL DR  
 BROOKFIELD, WI 53005  
 262 781 2565

WORK ORDER NUMBER  
 01-293475 RNEW  
 TAX ID: 390773498

CASH ACCOUNT (BROOK)  
 BROOKFIELD,

PAT SHIRLEY  
 418 HARBOR HEIGHTS DR  
 WATERFORD, WI 53185  
 Hm: 262 514 2628

05/31/12

CASH	CHARGE	CREDIT	MILEAGE	UNIT #	COUNTY	SHOP	MOBILE	M	T	W	TH	F	S	AM	PM	TIME
X					RACINE		X				X					XALL DAY
DATE	ACCOUNT NUMBER	PO./POLICY NUMBER	CLAIM NUMBER	SLM	CLR	WORK ORDER	PHONE NUMBER									
05/31/12	L7189			410	56	293475	262 662 4327									
DATE OF LOSS	INSURANCE COMPANY/AGENCY	CAUSE	AUTHORIZED BY	DEDUCTIBLE	INS FORM	AGENT										
	SMITH INSURANCE			0.00		L4768										
YEAR	MAKE	MODEL	BODY STYLE	V.I.N.	COLOR	G	LICENSE #	INSTALLED BY								
2002	KIA	SEDONA	MINI VAN					Y								

QTY	PART NO	DESCRIPTION	LOC.	LIST	PRICE	TOTAL
1	FQ21439YPNN	QUARTER, LEFT, SOLAR CONTROLLED, MOVABLE ***** SPECIAL NOTES ***** PPG PD 293475 10:00 RUN 05/31		220.90	159.50	159.50
1	NAGSLABOR	NAGS LABOR (FQ21439YPNN)		85.00	94.41	94.41
1	DISPOSAL_FEE	DISPOSAL FEE/SHOP SUPPLIES		0.00	7.50	7.50

\*For your Safety, we use only OEM brand adhesives. Do not drive this vehicle before: AM PM.  
 \*If tape was used on your vehicle, it may be removed after: AM PM.

\*\*\*\*\* COD \*\*\*\*\*

\* Labor charges are based on published labor times, not actual installation time. Actual time to install the replacement-glass may be more or less than the published time that is the basis for our billing.

*P.D. CK# 4061*  
*\$ 274.73*

*KNDUP131026211996*

WATERFORD PLS CALL PAT WHEN ON WAY  
 Cont: PAT  
 Add: ABOVE \* Cty: WATERFORD \* St: WI

SUB TOTAL	261.41
SALES TAX	13.32
TAX - OTHER	
TOTAL	274.73

GLASS DOT \_\_\_\_\_ GLASS PRIMER \_\_\_\_\_ GLASS PRIMER LOT \_\_\_\_\_  
 ADHESIVE \_\_\_\_\_ ADHESIVE LOT \_\_\_\_\_ METAL PRIMER \_\_\_\_\_ PRIMER LOT \_\_\_\_\_

ACCEPTED BY:  
 X *P. Shirley*  
 SHOP REPRESENTATIVE:



Do you want the replaced parts to which you are entitled? Yes No

PLEASE REFER TO BACK OF THIS FORM FOR WARRANTY, TERMS AND OTHER INFORMATION. The repair or replacement of said breakage is to my complete satisfaction and I authorize insurer to pay sum to Klein-Dickert. I also agree that if for any reason insurer fails to pay Klein-Dickert I am financially responsible for any unpaid bills. 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.

**BURLINGTON GLASS, INC.**  
**35518 West State Street**  
**Burlington, WI 53105**  
**(262) 763-5646 / Fax (262) 763-8601**  
**Fed. ID# 391302669**

Inv. #	Quote #000188	Date	05/30/2012
Cust. #	SHIRLEYPAT	Billcode	
P.O. #		Sold By	
Fed. Tax #		Inst'l By	

PAT SHIRLEY  
 418 HARBOR HEIGHTS DR  
 WATERFORD, WI 53185

( ) - for 262-544 2629

Year	2002	Make	KIA	Policy #	
Model	SEDONA	Body Style	MINI VAN	Author-ized By	
Lic. #		V.I.N.		Claim #	
Home Phone	0-	Bus. Phone	0-	Damage/Cause	
				Loss Date	05/30/2012

Qty.	Part	Description	Block Size	List	Price	Total
1	FQ21439YPNN	Quarter (3bl)(Left)(mov)(slr contr)	21.5x34	220.90	220.90	220.90
1	LABOR	Labor 1.30 hours		100.00	100.00	

SPECIAL INSTRUCTIONS

All material sold on this invoice is guaranteed to be as specified, and is not safety glazed material unless so marked. It is sold with the understanding that this material will not be glazed in a "hazardous location" as defined by the Consumer Product Safety Commission. All merchandise returned for credit, refund or exchange must be in resalable condition, authorized for return, accompanied by this receipt, and may be subject to restocking fee. No returns will be authorized for special orders or cut flat glass.

Terms of payment are 30 days from invoice date. A service charge of 1.50% per month ( 18.00% annum) will be added to past due accounts.

Subtotal	220.90
Labor	100.00
Tax	16.37
Total	337.27
Balance	337.27

RECEIVED BY

The glass listed has been replaced / repaired with like kind and quality to my entire satisfaction, and I authorize my Insurance Company to pay BURLINGTON GLASS, INC. directly for the glass and installation charges, or repairs.

County Board Packet

James Weiss  
Chairman

Sue Polyock, CMC/WCMC  
Clerk/Treasurer



Supervisors:  
Christine Jones  
Terry Woods  
Jeanne Allis  
Alex Palmer

# TOWN OF LINN

WALWORTH COUNTY

**RECEIVED**

JUN 4 2012

WALWORTH COUNTY ADMINISTRATION

May 25, 2012

David Bretl  
Walworth County Administrator's Office  
PO Box 1001  
Elkhorn, WI 53121

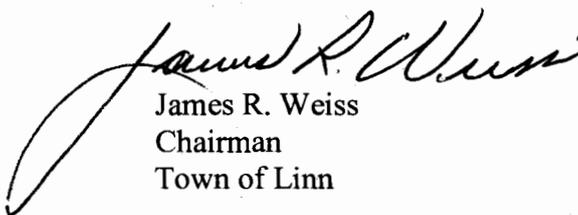
Mr. Bretl,

On February 27, 2012 we had sent you a letter requesting the need for a flashing red stop sign at the intersection of Hwy 120 and County Hwy B in the Town of Linn. We included accident data in our request. On April 16, 2012 we received a response from Captain Scott McClory, Chairman Hwy. Safety Commission denying our request. While we do appreciate the additional signage, the Town of Linn feels these flashing stop signs have cut down on accidents.

The Town of Linn has put up a new flashing sign at Academy Road and County B. Last Sunday, there was another accident at that very dangerous intersection. We would like a flashing stop sign to be installed on the South side of that intersection (County Road B/Linton Rd/Academy Rd). If the County will allow, the Town of Linn would pay for and install the sign. Again, we do appreciate the signage that cross traffic does not stop, it does not catch your attention like the flashing stop sign does.

Please let us know your decision at your earliest convenience.

Sincerely,



James R. Weiss  
Chairman  
Town of Linn

RECEIVED  
WALWORTH COUNTY CLERK

2012 MAY 16 AM 9:24

# Waukesha COUNTY

DEPARTMENT OF  
PARKS AND LAND USE

DATE: May 14, 2012

TO: Municipal Clerks

FROM: Jason Fruth  
Planning and Zoning Manager

SUBJECT: Adopted Bicycle Plan Amendment to the Comprehensive Development Plan for Waukesha County

---

It is with great pleasure that we are transmitting to you a copy of the recently adopted Bicycle Plan for Waukesha County. The Bicycle Plan and Map has been incorporated into the Comprehensive Development Plan for Waukesha County and revisions were incorporated into the text of Chapter 8 (Transportation Facilities Element) and Appendix "A" (Waukesha County Park and Open Space Plan).

The Waukesha County Board of Supervisors approved the adopting Ordinance at its meeting on March 27, 2012. Enclosed, please find a compact disc containing:

- Waukesha County Comprehensive Development Plan
  - Revised Chapter 8 (Transportation Facilities Element)
  - Revised Appendix "A" (Waukesha County Park and Open Space Plan)
  - Revised Table of Contents
- Enrolled Ordinance No. 166-104
- Bicycle Plan Text Changes

Section 66.1001(4)(b) of the Wisconsin Statutes requires the County to send a copy of the adopted plan to municipal clerks including those local government units adjacent to the area subject to the Plan.

Planning and Zoning Division  
515 W. Moreland Blvd. • Room AC 230  
Waukesha, Wisconsin 53188-3878  
Phone: (262) 548-7790 • Fax: (262) 896-8071



May 23, 2012

Board of Supervisors

Mr. Lewis J. Shults  
N1128 Clover Road  
Genoa City, WI 53128

Mrs. Jennifer Golovin  
N1154 Clover Road  
Genoa City, WI 53128

Dear Mr. Shults and Mrs. Golovin:

Congressman Ryan forwarded your letters and petitions to me, with a request to respond to you both and help as much as I am able.

I requested and received confirmation that your residence is within the borders of the incorporated Village of Bloomfield. While we, at the County, would like to help, we have no jurisdiction under these circumstances.

I have, however, forwarded your concerns to the Village President, Ken Monroe, and spoken to him personally about them. I feel confident that he will do as much as he can to help you.

Sincerely,

Nancy Russell  
Chair, Walworth County Board of Supervisors

NR/tlw

Cc: Paul Ryan, Congressman 1<sup>st</sup> District  
Neal Kedzie, State Senator 11<sup>th</sup> District  
Tyler August, State Representative 32<sup>nd</sup> District  
Ken Monroe, Village of Bloomfield President  
David Bretl, County Administrator  
✓ County Board of Supervisors

PAUL RYAN  
1ST DISTRICT, WISCONSIN

COMMITTEE ON THE BUDGET  
CHAIRMAN

WASHINGTON OFFICE:  
1233 LONGWORTH HOUSE OFFICE BUILDING  
WASHINGTON, DC 20515-4901  
(202) 225-3031  
FAX: (202) 225-3393

TOLL-FREE: 1-888-909-RYAN (7926)  
INTERNET: www.paulryan.house.gov

Congress of the United States  
House of Representatives  
Washington, DC 20515-4901

COMMITTEE ON  
WAYS AND MEANS

RECEIVED

MAY 16 2012

May 11, 2012

State Senator Neal J. Kedzie  
Room 313 South  
PO Box 7882  
Madison, WI 53707-7882

WALWORTH COUNTY BOARD

Nancy Russell  
Chair  
Walworth County Board Supervisors  
PO Box 1001  
Elkhorn, WI 53121-1001

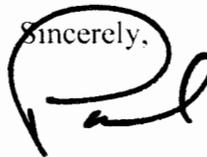
State Representative Tyler August  
Room 4 West  
PO Box 8952  
Madison, WI 53708-8952

Dear Neal, Tyler and Nancy:

I was recently contacted by constituents, Lewis Shults and Jennifer Golovin, as well as several of their neighbors from Pell Lake, Wisconsin.

As the difficulties they are experiencing within their neighborhood and community fall under the primary jurisdiction of the State of Wisconsin and local government, I have told Mr. Shults and Mrs. Golovin that I am forwarding their concerns and request to you as their representatives in State and local government. I'm sure that Mr. Shults and Mrs. Golovin will appreciate any help or feedback that you may be able to offer. It would also be appreciated if you would respond to Mr. Shults and Mrs. Golovin directly.

Thank you again for your assistance in this matter. I look forward to working with you in our shared effort to provide the best service possible to our mutual constituents. If I can ever be of assistance to you in any way, please do not hesitate to contact me. I am always happy to respond and be of service to you.

Sincerely,  


Paul Ryan  
Member of Congress

Enclosure

JANESVILLE  
CONSTITUENT SERVICES CENTER  
20 SOUTH MAIN STREET, SUITE 10  
JANESVILLE, WI 53545  
(608) 752-4050 . FAX: (608) 752-4711

KENOSHA  
CONSTITUENT SERVICES CENTER  
5455 SHERIDAN ROAD, SUITE 125  
KENOSHA, WI 53140  
(262) 654-1901 . FAX: (262) 654-2156

RACINE  
CONSTITUENT SERVICES CENTER  
216 6TH STREET  
RACINE, WI 53403  
(262) 637-0510 . FAX: (262) 637-5689

PRINTED ON RECYCLED PAPER

County Board Packet  
Page 95 of 128

MAY 09 RECD

MAY 5, 2012

DEAR CONGRESSMAN MR. PAUL RYAN,

ENCLOSED IS A PETITION AGAINST THE CAVE  
BAR & GRILL IN PELL LAKE WI 53128.

WHEN YOU READ OUR CONCERNS WE HAVE  
CONCERNING A VOLLEYBALL COURT AND A  
OUTDOOR BEER GARDEN. THIS IS A RESIDENTIAL  
AREA AND NOT A PLACE FOR A ROAD HOUSE.

MRS JENNIFER GOLOVIN WROTE YOU  
A LETTER ALSO. PLEASE, IF THERE IS A WAY  
YOU COULD HELP US, PLEASE DO SO. YOU  
HAVE HELPED MY WIFE ROSA SHULTS AND  
MY SELF IN THE PAST. "THANK YOU".

PLEASE ADVISE ME WHO IS MY WISC STATE  
REPRESENTATIVE. I WOULD LIKE TO SHARE OUR  
CONCERNS WITH HIM ALSO.

MR RYAN, IT'S TOO BAD SOME OF OUR TOWN  
PEOPLE SELL OUT FOR A GLASS OF BEER  
AND A SLICE OF PIZZA. AS FOR ME,  
I COULD NEVER DO THAT.

THANK YOU FOR YOUR TIME. LOOKING  
FORWARD TO MEETING YOU IN THE  
FUTURE.

MR LEWIS J. SHULTS

Mrs. Jennifer Golovin  
N1154 Clover Road  
Genoa City, WI 53128  
Phone: 815-355-0805  
Email: [jennygolovin@yahoo.com](mailto:jennygolovin@yahoo.com)

Dear Mr. Ryan,

My community needs your help. I live in Pell Lake, Wisconsin, an unincorporated area. We have 5 bars, 2 liquor stores, and 2 churches have closed down. We have one park that is across from one of the bars and is often filled with broken beer bottles and has 2 swings. Our community has also had its bank closed which was robbed 3 times in the last 2 years (twice in about 6 months) and a man was shot down the road from my house on Highway H.

I write to you because I have lived in my home for over 8 years now. We unfortunately live across the street from one of our local bars. This is often used against us when trying to live our life. This bar, The Cave, blares music all night long keeping myself and my children up all night. My 4 year old has personally gone to the bar to talk to them, spoken to the owner, has gone to the police and stood before our township pleading for her sleep. This establishment now wants an outdoor beer garden and volleyball courts which would be right outside of our bedrooms.

We get very little help from our police. We have written complaints. We have called the police and we get mixed responses. They tell us that there is no noise ordinance so there is nothing they can do, or they say they will check it out but I'm never sure what happens there. My family is falling to pieces because we (as well as our neighbors) cannot sleep. People are afraid to make their voices heard due to retaliation. This is so wrong. We live in a residential area that unfortunately has a bar in the middle of it (literally.) People say "What do you expect? You chose to live there." We should not be punished for where we had to move.

I also had a tumor in my head, ear and neck and have had to have 3 skull removals and 4 other surgeries to try and fix my head. The sound resonates through my head and I can't take it anymore. I'm being forced out of my home in an economy that isn't helping me to sell my home. My children are suffering. My health is suffering and **NO ONE WILL HELP ME!** This establishment doesn't seem to have to follow the rules and now wants to extend their noise outside. My head can't take the pain and pounding and my family needs their sleep. The bar is trying on May 5, 2012 to get approval. If you get this before then **PLEASE HELP MY COMMUNITY. WE HAVE HAD A PETITION SIGNED BUT HE ALSO HAS ONE WHICH HAS MANY MORE SIGNATURES OVER OURS, BUT THOSE SIGNING HIS PETITION DO NOT LIVE ACROSS THE STREET OR DIRECTLY AROUND THIS ESTABLISHMENT.** There are many children in our area who are all losing sleep. **I AM TRULY BEGGING YOU FOR YOUR HELP. PLEASE PLEASE PLEASE HELP! WE DON'T KNOW WHERE ELSE TO GO.**

SINCERELY,  
Jennifer Golovin

PASTOR →

Brian D. Metke 11433 Daisy Dr PAGE 1 OF 2  
Cave Bar and Grill TRINITY LUTHERAN CH. Pell Lake WI 53157  
Located on N. Clover Rd, between Spruce Rd and Pine Ave in Pell Lake, WI

This petition is to prevent The Cave from having an outdoor volleyball court and/or outdoor beer garden. These areas would indeed cause increased problems for the people who reside in the area surrounding this bar, as this is a RESIDENTIAL AREA.

Concerns raised by the community are (not in any particular order):

1. Lights for outside area shining into residents home windows
2. Noise Level-inside noise ordinance isn't currently adhered to by the establishment fear of what an outside area would bring is of concern for residents.
3. Increased bar litter in residents yards (ie: cigarette packs/wrappers, beer bottles, etc.)
4. Yelling
5. Foul Language
6. In some cases fighting
7. Outdoor drunkenness and unruliness
8. When leaving, driving fast and spinning the wheels

KC's Cabin at Rt 173 and Wilmont Rd have some of the problems listed above because of similar outside areas and that establishment is not located in a residential area.

A copy of this petition will be sent on to Paul Ryan, Congressman for District 1, Wisconsin.

- X [Signature] RICHARD WILLIAMS N1154 CLOVER RD. GENOA CITY, WI.
- X Jennifer Golon JENNIFER GOLOVIN N1154 Clover Rd. Genoa City, WI
- X [Signature] KRISTEN WILLIAMS N1154 clover Rd. Genoa City, WI
- X Lewin Shultz N1128 CLOVER RD GENOA CITY WI
- X Roger Shultz N1128 CLOVER RD GENOA CITY WI
- Margaret A. Jolly-Haley W811 Myrtle Rd. Genoa City WI
- Shirley Holland W891 Junco Rd Genoa City, WI
- Frank N. Cheson N1227 S. Lakeshore Genoa City, WI
- Evan C. Cheson N1227 S. Lakeshore Genoa City, WI
- Beverly Holden W1226 Trumpet. Genoa City, WI
- Jon Bauer N1626 CENTER DR. GENOA CITY WI
- X D. Kanger W925 Junco Rd, Genoa City, WI
- X [Signature] (CHUCK SCHINDLER) 1130 Clover Rd. Pell Lake, WI

\* Lisa Bennett Lisa Bennett

N1137 Spruce RD Genoa City

\* Rick Hruby Richard Hruby

N1137 Spruce RD Genoa City WI

\* Pat Malsch

P.O. Box 763 Pell Lake, WI

\* Steve Lewis

PO Box 78 Genoa City, WI

\* Christine Baskovic

P.O. Box 146 Pell Lake, WI 53194 Pine Rd.

Pauline Baskovic

PO Box 146 Pell Lake - WI 53194 Pine Rd

~~Pauline Baskovic~~

P.O. Box 336 Pell Lake WI 53194 Pine R

Steve Smith

PO BOX 344 PELL LAKE WI 53194

4

ORDER OF BUILDING  
INSPECTOR TO RAZE BUILDINGS



Doc # 838728

Recorded  
May 23, 2012 9:48 AM

CONNIE J WOOLEVER  
REGISTER OF DEEDS  
WALWORTH COUNTY, WI  
Fee Amount: \$30.00  
Total Pages: 4

Document Number

Title of Document

Description: Lots 5 and 8, Block 8 of Addition No. 1 to the Village of Williams Bay,  
Walworth County, Wisconsin.

Record this document with the Register of Deeds

Name and Return Address:

Atty. Mark A. Schroeder  
CONSIGNY LAW FIRM  
303 E. Court St.  
Janesville, WI 53545

WOP 00111

(Parcel Identification Number)

By:

Mark A. Schroeder  
Attorney for Plaintiff  
CONSIGNY LAW FIRM, S.C.  
303 E. Court St.  
Janesville, WI 53545

Date:

5/22/2012

This instrument was drafted by:

Attorney Mark A. Schroeder  
CONSIGNY LAW FIRM, S.C.  
303 E. Court St.  
Janesville, WI 53545

RECEIVED  
WALWORTH COUNTY CLERK  
2012 MAY 25 AM 8:19

## ORDER OF BUILDING INSPECTOR TO RAZE BUILDINGS

To: Combined Investment Group, LLP  
P.O. Box 1135  
Williams Bay, Wisconsin 53191

and

William Foley  
N1605 Shadow Lane  
Fontana, Wisconsin, 53125

Pursuant to the provisions of Wis. Stats. §66.0413, and the Order of the Court in Walworth County Case No. 08CV970 dated March 2, 2011, you are hereby ordered to raze Structures 1, 5 and 6 of the attached Plat of Survey on the property known as 134 - 140 Elmhurst Court, Williams Bay, Walworth County, Wisconsin and legally described as follows:

Lots 5 and 8, Block 8 of Addition No. 1 to Village of  
Williams Bay, Walworth County, Wisconsin.

The structures are to be razed on or before July 15, 2012. Within thirty (30) days of date of substantial completion of razing of the building, all debris on site is to be removed and the property re-seeded or otherwise restored.

This Raze Order is being made to carry out the Order of Walworth County Circuit Judge John R. Race rendered March 2, 2011, signed on March 16, 2011 in Walworth County Case No. 08 CV 970, granting the Village authority to raze the three structures described above. Furthermore, the structures on the above-described property are of such condition as to constitute a public nuisance. Further, the basis for this Order is that the structures on the above described property have been so dilapidated or out of repair so as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation.

If you fail to comply with this Order within the time described, the Building Inspector or other designated officer shall cause such structures to be razed and removed and shall charge the cost of such razing and removal against the real estate upon which the structures are located and such costs shall be a lien on the real estate and shall be assessed and collected as a special tax. You are further notified that you may, within the time provided by Wis. Stats. §893.76, apply to the Circuit Court for Walworth County for an Order restraining the Building Inspector or other designated officer from razing and removing the structures on the above-described property or be forever barred. Should you apply to the Circuit Court for such an Order, the hearing

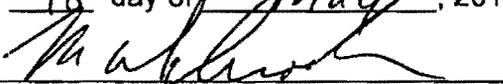
upon your request shall be held within twenty (20) days and shall be given preference by the Court.

Dated this 15 day of MAY, 2012.



Jerry Anderson  
Building Inspector  
Village of Williams Bay

Signature of Jerry Anderson authenticated  
this 18 day of May, 2012.

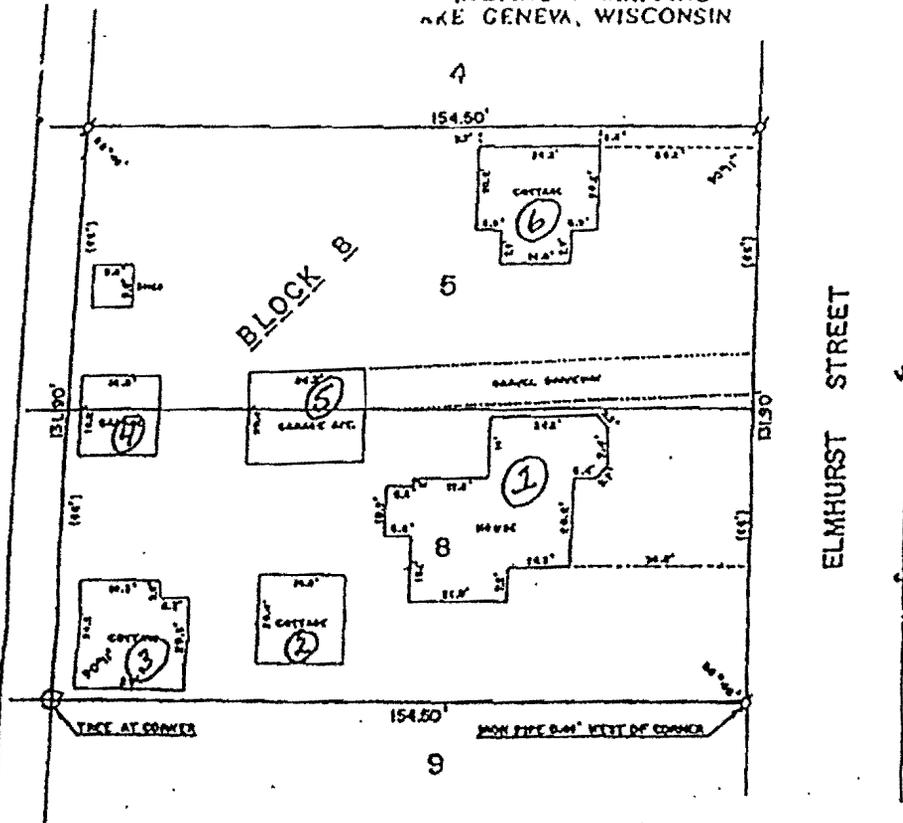


Mark A. Schroeder  
State Bar of Wisconsin  
My Commission is permanent.

THIS INSTRUMENT WAS DRAFTED BY:

Attorney Mark A. Schroeder  
CONSIGNY LAW FIRM, S.C.  
303 E. Court St.  
Janesville, WI 53545  
State Bar Member No. 100006

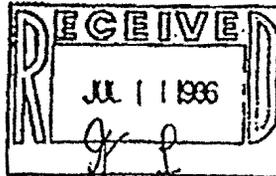
MAS/WB/134ElmhurstCourt/OrderBuildingInspectorRazeBldgs 5-11-12



PLAT OF SURVEY OF

LOTS 5 AND 8, BLOCK 8 OF ADDITION  
NO. 1 TO THE VILLAGE OF WILLIAMS  
BAY, WALWORTH COUNTY, WISCONSIN.

ORDERED BY: KEEFE REAL ESTATE  
704 MAIN STREET  
LAKE GENEVA, WISCONSIN 53147



I, ROBERT M. BAERENWALD, DO HEREBY CERTIFY THAT I  
HAVE SURVEYED THE PROPERTY HEREON DESCRIBED ACCORDING  
TO THE OFFICIAL RECORDS AND THAT THE PLAT HEREON IS A  
CORRECT REPRESENTATION OF THE PROPERTY LINES TO THE  
BEST OF MY KNOWLEDGE AND BELIEF.

*Robert M. Baerenwald*  
ROBERT M. BAERENWALD  
WISCONSIN REGISTERED LAND SURVEYOR, 6-1508

DATE *June 27, 1986*  
JOB NO. 0581



SCALE: 1"=30'

Ø - IRON PIPE FOUND  
( ) - RECORDED AS

WOP-00111

11-494<sup>✓</sup>

TRR720P  
 Tax Year: 2011

WALWORTH COUNTY TREASURER'S OFFICE  
 MASTER TAX INQUIRY

5/25/12  
 Page: 1

Tax Key #:	WOP	00111	Bill No	W	01731		
Name	COMBINED INVESTMENTS GROUP		VILLAGE OF WILLIAMS BAY				
Adr 1	N1605 SHADOW LN		134	ELMHURST CT			
Adr 2			Ac/Ld/Im	.00	56,000	179,300	
Adr 3			Fair Mkt	234,734		1.002411618	
City/St	FONTANA		Assd/W				
Zip	53125-1939		School	6482	1st Installment	4094.28	
			Lot CR	58.44	Net Tax Rate	.0137980	
Tax Amt	5761.77	Delinquent	Spd Asmt	16	1332.9615	1137.98	
1st \$ Credit	44.15						
Lot Claimed	.00						
1st Pymt	.00						
2nd Pymt	.00						

Legal Description  
 LOTS 5 & 8 BLK 8 ADD NO. 1  
 VILLAGE OF WILLIAMS BAY

- - - - - OUTSTANDING TAX INFORMATION - - - - -							
Year	Tax Balance	MAY 2012	Tax Due	JUN 2012	Tax Due	JUL 2012	Tax Due
* 2009	6808.58		9668.18		9770.31		9872.44
2010	6047.50		7498.90		7589.61		7680.33
2011	5717.62		6060.68		6146.44		6232.21
TOTALS:	18573.70 *		23227.76 *		23506.36 *		23784.98 *



## June 12, 2012 – Walworth County Board Meeting

County Clerk

Kimberly S. Bushey  
County Clerk

### **Report of the County Clerk Regarding Communications Received by the Board and Recommended to be Placed on File**

- There were none.

REFERRAL AND NOTICE OF PETITION TO  
WALWORTH COUNTY ZONING AGENCY, COUNTY SUPERVISORS OF  
AFFECTED DISTRICTS AND COUNTY BOARD

WHEREAS the following petitions have been filed with the County Clerk requesting that the County Zoning Ordinance and Shoreland Zoning Ordinance be amended as specified:

REPORT OF PETITIONS REFERRED TO  
WALWORTH COUNTY ZONING AGENCY

The undersigned County Clerk hereby reports that the following petitions for rezone of lands in Walworth County as specified were referred to the County Zoning Agency for public hearing:

NAME	TOWN	CHANGE REQUESTED	DATE REFERRED
Eva Nancy Raufman-Hughes	Whitewater Township, Part of Tax Parcel D W 2000003	Rezone approx. 2.06 acres of A-1 Prime Agricultural to A-5 Agricultural-Rural Residential District	June 12, 2012
5 Walworth LLC	Walworth Township, Parts of Tax Parcel E W 2500008	Rezone approx. .27 acres of R-1 Single Family Residential to C-4 Lowland Resource Conservation District (Shoreland Wetlands) and .01 acres of C-4 to R-1.	June 12, 2012
Michael Nigbor	Lafayette Township, Tax Parcels K LF 900007 and KA363400001	Rezone approx. 23.6 acres of A-1 Prime Agricultural to A-2 Agricultural District and 3.88 acres of A-1 to A-5 Agricultural-Rural Residential District	June 12, 2012

Said petition/s is hereby referred to the County Zoning Agency as the Zoning Agency of this County, which is hereby directed to hold one or more public hearings on the changes proposed in said petition/s, pursuant to Section 59.69(5) (e) Wisconsin Statutes. That copies of said petitions are available for review on the Walworth County Website at ([www.co.walworth.wi.us](http://www.co.walworth.wi.us)).

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

---

County Clerk

Cc: County Supervisor Tim Brellenthin  
County Supervisor Richard Brandl  
County Supervisor Joe Schaefer

**ORDINANCE NO. 730– 06/12**

**AMENDING SECTION 74-264 OF THE WALWORTH COUNTY CODE OF ORDINANCES RELATING TO THE FLOODPLAIN APPENDIX**

**THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:**

**PART I: That Section 74-264 of the Walworth County Code of Ordinances is hereby amended to read as follows (additions shown by underline; deletions shown by strike-through):**

**“Sec. 74-264. Floodplain appendix.**

2. LOMCs Not Incorporated

The modifications effected by the LOMCs listed below will not be reflected on the revised FIRM panels because of scale limitations or because the LOMC issued had determined that the lot(s) or structure(s) involved were outside the Special Flood Hazard Area, as shown on the FIRM. These LOMCs will remain in effect until the revised FIRM becomes effective. These LOMCs will be revalidated free of charge 1 day after the revised FIRM becomes effective through a single revalidation letter that reaffirms the validity of the previous LOMCs.

LOMC	Case No.	Date Issued	Project Identifier	Old Panel / Tax Key No.	New Panel
<u>LOMA</u>	<u>12-05-0287A</u>	<u>11/01/2011</u>	<u>PORTION OF LAND IN SECTION 26, T2N, R18E</u>	<u>N LY 2600010</u>	<u>55127D0355D</u>
<u>LOMA</u>	<u>11-05-7873A</u>	<u>09/15/2011</u>	<u>LOT 17 THROUGH 19, BLOCK 1, SOUTH SHORE MANOR</u>	<u>FSS 00015</u>	<u>55127C0285D; 55127C0305D</u>
<u>LOMA</u>	<u>11-05-1402A</u>	<u>04/21/2011</u>	<u>LOTS 8 AND 9, BLOCK 2, SOUTH SHORE MANOR</u>	<u>FSS 00034</u>	<u>55127C0305D</u>
<u>LOMA</u>	<u>11-05-096A</u>	<u>02/03/2011</u>	<u>LOT 23, BLOCK 2, SOUTH SHORE MANOR</u>	<u>FSS 00045</u>	<u>55127C0305D</u>

**PART II: This Ordinance shall become effective upon passage.**

1 **PASSED and ADOPTED** by the Walworth County Board of Supervisors this 12<sup>th</sup> day of June,  
2 2012.

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12

\_\_\_\_\_  
Nancy Russell  
County Board Chair

\_\_\_\_\_  
Kimberly S. Bushey  
Attest: County Clerk

**County Board Meeting Date:** June 12, 2012

Action Required:      X   Majority Vote                   2/3 Vote                   Other

Policy and Fiscal Note is attached.  
Reviewed and approved pursuant to Section 2-91 of the Walworth County Code of Ordinances:

<u>  D. Bretl  </u> <u>  6/12/2012  </u>	<u>  N. Andersen  </u> <u>  6/4/12  </u>
David A. Bretl            Date	Nicole Andersen            Date
County Administrator/Corporation Counsel	Deputy County Administrator - Finance

If unsigned, exceptions shall be so noted by the County Administrator.

**Ordinance No. 730-06/12**  
**Fiscal Note and Policy Impact Statement**

- I. Title:** Amending Section 74-264 of the Walworth County Code of Ordinances Relating to the Floodplain Appendix
- II. Purpose and Policy Impact Statement:** During the year 2011, property owners submitted evidence to the Federal Emergency Management Agency (FEMA) correcting the location of the floodplain. After FEMA has reviewed the information, FEMA makes a determination and sends a letter to each property owner. This amendment compiles a year's worth of Letters of Map Amendment (LOMA) or Letters of Map Corrections (LOMC) received from FEMA and documents them in the Shoreland Zoning Ordinance on the Appendix page.
- III. Is this a budgeted item and what is its fiscal impact:** Passage of this ordinance will have no fiscal impact on the County budget.
- IV. Referred to the following standing committee(s) for consideration and date of referral:**

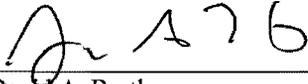
Committee: County Zoning Agency

Date: May 17, 2012

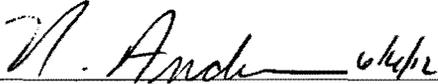
Vote: 5 - 0

County Board Meeting Date: June 12, 2012

Policy and fiscal note has been reviewed and approved as an accurate statement of the probable policy and fiscal impacts associated with passage of the attached resolution.

  
\_\_\_\_\_  
David A. Bretl  
County Administrator/Corporation Counsel

*6/4/2012*  
Date

  
\_\_\_\_\_  
Nicole Andersen  
Deputy County Administrator - Finance

*6/4/12*  
Date

May 18, 2012

May 18, 2012 - expanded

Please include the following County Zoning Agency items on the June 12, 2012, County Board agenda:

Ordinance Amendments:

1.

Amendment to Sec. 74-264 Floodplain appendix of the Walworth County Code of Ordinances.

**Approved 5 – 0** at the May 17, 2012, Walworth County Zoning Agency meeting

Rezoning:

1.

Larry D. Eastridge / Lyons Township. Rezone an approximately 2.5 acre parcel created by court order from the A-2 Agricultural District to the A-5 Agricultural-Rural Residential District.

**Approved 5 – 0** at the May 17, 2012, County Zoning Agency public hearing.

Conformance with County Land Use Plan: The County 2035 Land Use Plan identifies this area as the Other Agricultural Rural Residential (5 to 34 acres per dwelling) land use category. The parcel was created by a court order to resolve an estate conflict. The rezoning brings the created parcel into compliance with the County Zoning Ordinance.

2.

James O. Jacobson / Richmond Township. Rezone approximately 17.44 acres of land from A-2 Agricultural to the C-2 Upland Resource Conservation District.

**Approved 5 – 0** at the May 17, 2012, County Zoning Agency public hearing.

Conformance with County Land Use Plan: The County 2035 Land Use Plan identifies this area as Other Agricultural Rural Residential (20 to 34 acres per dwelling). The Town has determined the rezoning to be consistent with the Land Use Plan. The property has 46% non-prime farm soils and is adjacent to lands in the environmental corridor, already subdivided and in the AG2 land use category.

**Resolution No. 22 -06/12**  
**Approving the Plat of Brick Church Cemetery Addition No. 2**

1 Moved/Sponsored by: County Zoning Agency

2  
3 **WHEREAS**, Chapter 157.07 of Wisconsin State Statutes requires that the County Board  
4 approve by resolution all cemetery plats; and,

5  
6 **WHEREAS**, the Brick Church Cemetery Association is requesting County Board approval for  
7 approval of the Plat of Brick Church Cemetery Addition No. 2 located in part of the Northeast ¼  
8 of the Southeast ¼ of Section 18, Town of Walworth, Walworth County Parcel Number E W  
9 1800022.

10  
11 **NOW, THEREFORE, BE IT RESOLVED** that the Walworth County Board of Supervisors  
12 hereby approves the Plat of the Brick Church Cemetery Addition No. 2, Town of Walworth,  
13 Walworth County, Wisconsin.

14  
15 **BE IT FURTHER RESOLVED** that a copy of the resolution, adopted by the County Board,  
16 shall be certified by the County Clerk and affixed to the plat and that the cemetery authority shall  
17 cause the plat to be recorded within 30 days of the date of its approval.

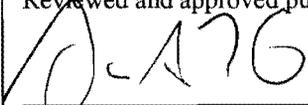
18  
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22  
23  
24 \_\_\_\_\_  
25 Nancy Russell  
26 County Board Chair

24 \_\_\_\_\_  
25 Kimberly S. Bushey  
26 County Clerk

27  
28 County Board Meeting Date: June 12, 2012

29  
30 Action Required:    Majority Vote   X          Two-thirds Vote \_\_\_\_\_        Other \_\_\_\_\_

Policy and Fiscal Note is attached.  
Reviewed and approved pursuant to Section 2-91 of the Walworth County Code of Ordinances:

 5/29/2012  
\_\_\_\_\_  
David A. Bretl                      Date  
County Administrator/Corporation Counsel

 5/29/12  
\_\_\_\_\_  
Nicole Andersen                      Date  
Deputy County Administrator - Finance

If unsigned, exceptions shall be so noted by the County Administrator.

**Policy and Fiscal Note**  
**Resolution No. 22-06/12**

- I. **Title:** Approving the Plat of Brick Church Cemetery Addition No. 2
  
- II. **Purpose and Policy Impact Statement:** Chapter 157.07 of Wisconsin State Statutes requires that the County Board approve by resolution all cemetery plats. A copy of the resolution adopted by the County Board shall be certified by the County Clerk and affixed to the plat. The cemetery authority shall cause the plat to be recorded within 30 days of the date of its approval.
  
- III. **Budget and Fiscal Impact:** With the exception of four hours of staff review time and committee/County Board review time, there is no fiscal impact associated with the passage of this resolution. There is no authority under the county subdivision ordinance to review or assess review fees.
  
- IV. **Referred to the following standing committees for consideration and date of referral:**

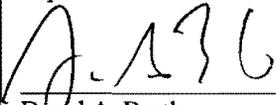
Committee: County Zoning Agency

Meeting Date: May 17, 2012

Vote: 5 – 0

County Board Meeting Date: June 12, 2012

Policy and fiscal note has been reviewed and approved as an accurate statement of the probable policy and fiscal impacts associated with passage of the attached resolution.

 5/29/2012  
\_\_\_\_\_  
David A. Bretl                      Date  
County Administrator/Corporation Counsel

 5/29/12  
\_\_\_\_\_  
Nicole Andersen                      Date  
Deputy County Administrator - Finance



**Policy and Fiscal Note**  
**Resolution No. 24 - 06/12**

- I. Title:** Establishing Committee of the Whole Dates in the Second Half of 2012
- II. Purpose and Policy Impact Statement:** The purpose of this resolution is to establish a committee of the whole date for a presentation by the Walworth County Metropolitan Sewerage District Commission (WalCoMet) of its 2011 WalCoMet Annual Report; and, a report and update by Gateway Technical College (GTC) regarding its programs and operation. A committee of the whole date is also being established for a budget workshop and presentation of the County Administrator's 2013 budget.
- III. Budget and Fiscal Impact:** Passage of this resolution will have no fiscal impact on the Walworth County budget.
- IV. Referred to the following standing committees for consideration and date of referral:**

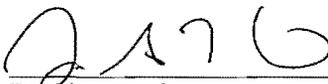
Committee: Executive

Meeting Date: May 14, 2012

Vote: 5 - 0

County Board Meeting Date: June 12, 2012

Policy and fiscal note has been reviewed and approved as an accurate statement of the probable policy and fiscal impacts associated with passage of the attached resolution.

 6/4/2012  
\_\_\_\_\_  
David A. Bretl Date  
County Administrator/Corporation Counsel

 6/4/12  
\_\_\_\_\_  
Nicole Andersen Date  
Deputy County Administrator - Finance

**Resolution No. 19-06/12**  
**Authorizing the Closing of CTH A, CTH J, and CTH ES Roadwork Projects and  
CTH O Bridge Replacement Project and Transferring Remaining Funds to the  
CTH D Roadwork Project**

1 Moved/Sponsored by: Public Works and Finance Committees  
2

3 **WHEREAS**, the County Trunk Highway (CTH) A, CTH J, and CTH ES roadwork projects and  
4 the CTH O bridge replacement project were funded by bond funds, undesignated funds, tax levy  
5 and state funds; and,  
6

7 **WHEREAS**, the total budget for these projects was \$11,001,493; and,  
8

9 **WHEREAS**, all field work on the projects was completed in 2011 at a cost of \$8,491,887.07;  
10 and,  
11

12 **WHEREAS**, the Walworth County Department of Public Works requests to transfer the  
13 remaining project funds of \$2,509,605.93 from the 2011 road projects to the CTH D roadwork  
14 project scheduled for rehabilitation in 2012; and,  
15

16 **WHEREAS**, bond funds must be used for the purpose of road construction as declared in the  
17 borrowing resolution; and,  
18

19 **WHEREAS**, Capital Projects Funds Committed to Road Contingency and State funds are  
20 available to fund the CTH D project; and,  
21

22 **WHEREAS**, the estimated unfunded cost for the CTH D roadwork project scheduled for  
23 completion in 2012 is \$3,229,000.  
24

25 **NOW, THEREFORE, BE IT RESOLVED** that the Walworth County Board of Supervisors  
26 authorizes the closure of the CTH A, CTH J, CTH ES, and CTH O projects and approves the  
27 transfer of the remaining project funds to the appropriate Capital Projects Fund account for the  
28 CTH D roadwork project contingent upon the County's receipt of lien waivers from all suppliers  
29 to, and subcontractors of, the prime contractor, B.R. Amon & Sons related to the aforementioned  
30 road projects. Upon receipt of all lien waivers, final payment (less \$20,000) will be released to  
31 B.R. Amon & Sons, with the remaining \$20,000 being held for 30 days pending any potential  
32 additional liens.  
33

34 **BE IT FURTHER RESOLVED** that the Walworth County Board of Supervisors authorizes the  
35 transfer of \$353,983.95 from the Capital Projects Funds Committed to Road Contingency for the  
36 CTH D roadwork project.  
37

38  
39  
40 \_\_\_\_\_  
41 Nancy Russell  
County Board Chair

\_\_\_\_\_

Kimberly S. Bushey  
County Clerk

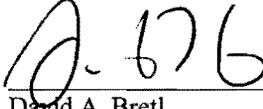
1 County Board Meeting Date: June 12, 2012

2

3 Action Required: Majority Vote  X  Two-thirds Vote \_\_\_\_\_ Other \_\_\_\_\_

Policy and Fiscal Note is attached.

Reviewed and approved pursuant to Section 2-91 of the Walworth County Code of Ordinances:

 6/4/2012

David A. Bretl Date  
County Administrator/Corporation Counsel

 6/4/12

Nicole Andersen Date  
Deputy County Administrator - Finance

If unsigned, exceptions shall be so noted by the County Administrator.

**Policy and Fiscal Note**  
**Resolution No. 19-06/12**

- I. **Title:** Authorizing the Closing of CTH A, CTH J, and CTH ES Roadwork Projects and CTH O Bridge Replacement Project and Transferring Remaining Funds to the CTH D Roadwork Project.
- II. **Purpose and Policy Impact Statement:** The purpose of this resolution is to authorize the closing of the 2011 Roadwork Projects and to approve funding the 2012 CTH D roadwork project.
- III. **Budget and Fiscal Impact:** The field work on the Walworth County Trunk Highway (CTH) A, CTH J, and CTH ES roadwork projects and CTH O bridge replacement project was complete in 2011. The county has received notice of liens totaling \$41,387.83 against the project. Final payment is pending receipt of close out documents, including lien waivers, from the contractor. The county has retained and accrued \$118,246.67 for final payment. Upon receipt of lien waivers from all suppliers to, and subcontractors of, the prime contractor, B.R. Amon, payment in the amount of \$98,246.67 will be issued to B.R. Amon. The balance remaining, \$20,000.00, will be released, within thirty days, if no additional claims are received. Costs to complete the 2011 roadwork projects were less than anticipated by \$2,509,605.93. The projects were funded by bond funds, undesignated funds, tax levy and state funds. Remainder funds may only be used to complete road projects due to bond resolution requirements.

The December 31, 2011 preliminary balance of excess funds committed for road construction is \$354,363.56. Pursuant to Walworth County Ordinance 30-181-(2)(a), the Department of Public Works anticipates an increase to the amount committed for road construction at 2011 year end closing.

The State has approved Local Road Improvement Project (LRIP) funds in the amount of \$199,172.12 for the CTH D rehabilitation. The 2012 budget included \$166,238.00 of tax levy funds for the CTH D project.

Due to the availability of funding, the CTH D rehabilitation, planned for completion in 2013, was accelerated to 2012. Costs for engineering, construction, and construction management are estimated at \$3,395,238. \$166,238 was funded in 2011. \$199,172.12 LRIP funding and \$166,238.00 tax levy funding will be applied to the project. This resolution authorizes the use of the funds remaining from the 2011 road projects in the amount of \$2,509,605.93 and \$353,983.95 from the Capital Projects Funds Committed to Road Contingency to fund the CTH D rehabilitation.

**IV. Referred to the following standing committees for consideration and date of referral:**

Committee: Public Works

Meeting Date: May 14, 2012

Vote: 5 – 0

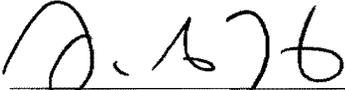
Committee: Finance

Meeting Date: May 17, 2012

Vote: 5 – 0

County Board Meeting Date: June 12, 2012

Policy and fiscal note has been reviewed and approved as an accurate statement of the probable policy and fiscal impacts associated with passage of the attached resolution.

  
\_\_\_\_\_  
David A. Bretl                      Date  
County Administrator/Corporation Counsel

  
\_\_\_\_\_  
Nicole Andersen                      Date  
Deputy County Administrator - Finance

**Resolution No. 20-06/12**  
**Authorizing General Fund Use of Unassigned Fund Balance to  
Replace the Lake Beulah Dam**

1 Moved/Sponsored by: Public Works/Finance Committees  
2

3 **WHEREAS**, a 2011 inspection of the Lake Beulah Dam revealed deterioration requiring repair;  
4 and,  
5

6 **WHEREAS**, initial repairs were completed in conjunction with the 2011 road rehabilitation  
7 project on CTH J; and,  
8

9 **WHEREAS**, during the course of making these repairs, it was discovered that the dam was in  
10 worse condition than previously thought; and,  
11

12 **WHEREAS**, an engineering firm retained by the county as well as the Department of Natural  
13 Resources (DNR) have both recommended complete replacement of the dam; and,  
14

15 **WHEREAS**, the county was informed that grant funding might be available for replacement of  
16 the dam; however, there is no guarantee that funding will be available in the future; and,  
17

18 **WHEREAS**, Walworth County Resolution No. 52-09/11 authorized the Department of Public  
19 Works to apply for financial assistance from the DNR for the reconstruction of the Lake Beulah  
20 Dam; and,  
21

22 **WHEREAS**, Walworth County's grant application estimated total project costs at \$1,149,831  
23 with grant reimbursements not to exceed \$400,000 of the project; and,  
24

25 **WHEREAS**, the Department of Public Works received notice of funding availability from the  
26 DNR for the project; and,  
27

28 **WHEREAS**, funding to replace the dam is not included in the county's 2012 adopted budget;  
29 and,  
30

31 **WHEREAS**, it is desirable to proceed with the project, notwithstanding the fact that it was not  
32 included in the 2012 budget, given its importance to public safety and the availability of grant  
33 funding.  
34

35 **NOW, THEREFORE, BE IT RESOLVED** by the Walworth County Board of Supervisors that  
36 funds in an amount not to exceed \$1,200,000 be hereby transferred from the General Fund  
37 Unassigned Fund Balance account to the appropriate project account(s) to fund the replacement  
38 of the Lake Beulah Dam.  
39

40 **BE IT FURTHER RESOLVED** that funds remaining will lapse to the General Fund  
41 Unassigned Fund Balance upon project completion.  
42

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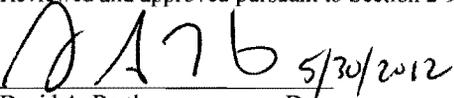
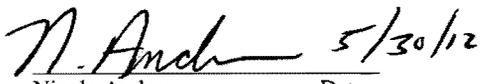
\_\_\_\_\_  
Nancy Russell  
County Board Chair

\_\_\_\_\_  
Kimberly S. Bushey  
County Clerk

County Board Meeting Date: June 12, 2012

Action Required:    Majority Vote \_\_\_\_\_    Two-thirds Vote   X      Other \_\_\_\_\_

Policy and Fiscal Note is attached.  
Reviewed and approved pursuant to Section 2-91 of the Walworth County Code of Ordinances:

	
David A. Bretl                      Date	Nicole Andersen                      Date
County Administrator/Corporation Counsel	Deputy County Administrator - Finance

If unsigned, exceptions shall be so noted by the County Administrator.

**Policy and Fiscal Note**  
**Resolution No. 20-06/12**

- I. Title:** Authorizing General Fund Use of Unassigned Fund Balance to Replace the Lake Beulah Dam
- II. Purpose and Policy Impact Statement:** The purpose of this resolution is to authorize the use of General Fund Unassigned Fund Balance in an amount not to exceed \$1,200,000 to replace the Lake Beulah Dam. The dam has deteriorated and the county's engineering firm and the DNR have recommended complete replacement of the dam. The county applied for and has received notification of funding availability for a municipal dam grant from the DNR. Notice of grant award is issued by the DNR within thirty days of receipt of construction bids. Construction cannot start prior to the date of the grant award.
- III. Budget and Fiscal Impact:** The grant application estimates the total project cost to be \$1,149,831. The potential grant funding is 50% of the first \$400,000 of the project and 25% of the next \$800,000 with the total funding not to exceed \$400,000. Grant recipients can submit for partial reimbursement at 50% project completion and for final reimbursement at project completion. The specified purpose is an allowable expenditure of unassigned general funds.
- IV. Referred to the following standing committees for consideration and date of referral:**

Committee: Public Works Meeting Date: May 14, 2012

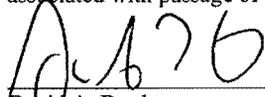
Vote: 4 – 1

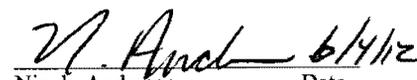
Committee: Finance Meeting Date: May 17, 2012

Vote: 5 – 0

County Board Meeting Date: June 12, 2012

Policy and fiscal note has been reviewed and approved as an accurate statement of the probable policy and fiscal impacts associated with passage of the attached resolution.

  
\_\_\_\_\_  
David A. Bretl Date 5/30/2012  
County Administrator/Corporation Counsel

  
\_\_\_\_\_  
Nicole Andersen Date 6/4/12  
Deputy County Administrator - Finance

**Resolution No. 21-06/12**

**Authorizing Addition of Seal A Smile Grant to Pre-Approved Recurring Grants List**

1 Moved/Sponsored by: Finance Committee

2  
3 **WHEREAS**, Section 30-313 of the Walworth County Code of Ordinances allows the  
4 establishment, by resolution, of a list of authorized recurring grants; and,

5  
6 **WHEREAS**, Resolution 08-05/05 established a list of pre-approved, recurring grants; and,

7  
8 **WHEREAS**, the Health and Human Services Department desires to add the Children’s Health  
9 Alliance/Wisconsin Department of Health Services Seal A Smile Grant to the aforementioned  
10 list; and,

11  
12 **WHEREAS**, inclusion of a grant on the authorized list provides authority to the County  
13 Administrator to approve the application and receipt of a grant so included until such time as a  
14 material change in conditions of a grant occurs; and,

15  
16 **WHEREAS**, a material change in conditions of a grant includes, but is not limited to, capital  
17 expenditures, capital acquisitions, increase in percent of county match or variation from the  
18 original intent of the grant; and,

19  
20 **WHEREAS**, the authorized list, at a minimum, will be reviewed on an annual basis and  
21 revisions proposed as necessary; and,

22  
23 **WHEREAS**, new grant opportunities for county departments may be added by authorization of  
24 the County Board at a future date.

25  
26 **NOW, THEREFORE, BE IT RESOLVED** that grants specifically requiring County Board  
27 authorization shall continue to be submitted for action.

28  
29 **BE IT FURTHER RESOLVED** that “one-time” grants continue to require authorization as  
30 specified in Chapter 30, Article VIII of the Walworth County Code of Ordinances; and,

31  
32 **BE IT FURTHER RESOLVED** by the Walworth County Board of Supervisors that the  
33 following recurring grant be and the same is hereby approved.

34

<b>Program Title – Purpose</b>	<b>Federal Grantor</b>	<b>State Grantor or Passthrough Agency</b>	<b>Contract Amount County Share %</b>
Seal A Smile		WI Dept. of Health Services/Division of Public Health and Children’s Health Alliance	No formal match requirement/in-kind personnel match

35  
36



**Policy and Fiscal Note**  
**Resolution No. 21-06/12**

- I. **Title:** Authorizing Addition of Seal A Smile Grant to Pre-Approved Recurring Grants List
  
- II. **Purpose and Policy Impact Statement:** The purpose of this resolution is to authorize the addition of the Seal A Smile Grant to the list of pre-approved, recurring grants.
  
- III. **Budget and Fiscal Impact:** The Seal A Smile Grant is an annual grant that awards \$30,000-\$65,000 to provide dental sealants to Walworth County school children. There is no formal match requirement; however, the Public Health Division does provide in-kind match in the form of division personnel.
  
- IV. **Referred to the following standing committees for consideration and date of referral:**

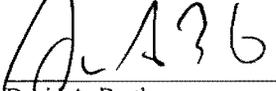
Committee: Finance

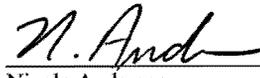
Meeting Date: May 17, 2012

Vote: 5 – 0

County Board Meeting Date: June 12, 2012

Policy and fiscal note has been reviewed and approved as an accurate statement of the probable policy and fiscal impacts associated with passage of the attached resolution.

 5/30/2012  
David A. Bretl Date  
County Administrator/Corporation Counsel

 5/30/12  
Nicole Andersen Date  
Deputy County Administrator - Finance

**Resolution No. 23-06/12**  
**Amending the Jurisdictional Highway System Plan For Walworth County: 2035 to  
Include the Widening of STH 50 between CTH F (north) and STH 67**

1 Moved/Sponsored by: Public Works Committee

2  
3 **WHEREAS**, by Resolution 09-05/11, the Walworth County Board of Supervisors endorsed the  
4 year 2035 jurisdictional highway system plan for Walworth County, as documented in SEWRPC  
5 Planning report No. 15 (Second Edition), *A Jurisdictional Highway System Plan For Walworth*  
6 *County: 2035* (Plan); and,

7  
8 **WHEREAS**, at the time of completion of the Plan, the Wisconsin Department of Transportation  
9 (WisDOT) was conducting a preliminary engineering and environmental impact study for the  
10 reconstruction of STH 50 between IH 94 and STH 67. WisDOT worked closely with concerned  
11 and affected local governments, including the Town of Delavan, to refine alternatives to  
12 accommodate existing and future traffic volumes; to provide a safe and reliable roadway; to  
13 minimize the impact to local businesses, particularly between CTH F (north) and CTH F (south);  
14 and to avoid impacts to historic and archaeological sites, including identified Indian burial  
15 mounds located along STH 50; and,

16  
17 **WHEREAS**, the preliminary engineering and environmental impact study necessarily analyzed  
18 in greater detail than the County Plan the costs, benefits and impacts of the alternatives for  
19 reconstruction of STH 50; and,

20 **WHEREAS**, WisDOT is now nearing completion of the preliminary engineering and  
21 environmental impact study and has selected a recommended alternative, which includes the  
22 widening of STH 50 from two to four traffic lanes between CTH F (north) and STH 67, which  
23 requires amending the Plan; and,

24 **WHEREAS**, while changes may still be made as the recommended alternative is finalized, an  
25 agreement has been reached between WisDOT the Town of Delavan on widening STH 50; and,

26 **WHEREAS**, WisDOT and the Town of Delavan request that the Plan be amended to include the  
27 proposed widening of STH 50 between CTH F (north) and STH 67 from two to four traffic  
28 lanes; and,

29 **WHEREAS**, the Walworth County Jurisdictional Highway Planning Committee approved the  
30 amendment of the Plan at its meeting held on May 3, 2012.

31 **NOW, THEREFORE, BE IT RESOLVED** that the Walworth County Board of Supervisors  
32 hereby endorses amending the Jurisdictional Highway System Plan for Walworth County: 2035  
33 to include the widening of STH 50 between CTH F (north) and STH 67.

34 **BE IT FURTHER RESOLVED** that upon passage, the Walworth County Clerk will transmit a  
35 certified copy of this resolution to the Southeastern Wisconsin Regional Planning Commission.



