

FILED  
01-14-2020  
John Barrett  
Clerk of Circuit Court  
2020CV000381  
Honorable Jeffrey A.  
Conen-30  
Branch 30

STATE OF WISCONSIN | CIRCUIT COURT | MILWAUKEE COUNTY

WATERSTONE BANK SSB  
f/k/a WAUWATOSA SAVINGS BANK  
a domestic corporation,  
11200 West Plank Court  
Wauwatosa, WI 53226

Plaintiff,

vs.

Case Code 30404  
Foreclosure of Mortgage

TODD A. BRUNNER  
a/k/a TODD BURNNER  
N46W29247 Capitol Drive  
Hartland, WI 53029

SHARON Y. BRUNNER  
a/k/a SHARON BRUNNER  
N46W29247 Capitol Drive  
Hartland, WI 53029

INVESTMENT SPECIALISTS OF  
PEWAUKEE LLC  
an entity of unknown capacity,  
N46W29247 Capitol Drive  
Hartland, WI 53029

SHAWN BRUNNER  
N46W29247 Capitol Drive  
Hartland, WI 53029

UNKNOWN SPOUSE OF  
SHAWN BRUNNER  
N46W29247 Capitol Drive  
Hartland, WI 53029

OLD NATIONAL BANK  
f/k/a ANCHORBANK FSB  
a national bank,  
1 Main Street  
Evansville, IN 47708

CITY OF MILWAUKEE  
a municipality,  
City Hall, Room 800  
200 East Wells Street  
Milwaukee, WI 53202

RECEIVED  
JAN 21 2020  
CITY OF WEST ALLIS  
CITY CLERK

NORTH SHORE BANK, FSB  
f/k/a LAYTON STATE BANK  
a federal saving bank,  
15700 West Bluemound Road  
Brookfield, WI 53005

FOND DU LAC COUNTY  
ECONOMIC DEVELOPMENT CORPORATION  
a non-stock corporation,  
c/o Registered Agent  
Joe Becker  
23 South Main Street, Ste. 101  
Fond du Lac, WI 54935

FIRST BUSINESS BANK  
f/k/a FIRST BUSINESS BANK-MILWAUKEE  
a Federal Reserve Non-member,  
401 Chamany Drive  
Madison, WI 53719

KH WATER SPECIALISTS, INC.  
a domestic corporation,  
c/o Registered Agent  
Kevin Hellenbrand  
N9579 County Road ES  
Mukwonago, WI 53149

CITY OF WEST ALLIS  
a municipality,  
c/o City Clerk  
7525 West Greenfield Avenue  
West Allis, WI 532147

*1-21-20  
11:52 AM  
[Signature]*

FIRST CITIZENS BANK  
a/k/a FIRST-CITIZENS BANK & TRUST COMPANY  
f/k/a SECURANT BANK & TRUST  
a North Carolina state-chartered commercial bank,  
4300 Six Forks Road  
Raleigh, NC 27609

Defendants.

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SUMMONS

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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 (45 days if you are the State of Wisconsin or an agency of the State of Wisconsin, and 60 days if you are the United States of America), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is 901 North 9th Street, Milwaukee, WI 53233 and to the plaintiff's attorney, whose address is 11200 West Plank Court, Suite 100, Wauwatosa, WI 53226. You may have an attorney help or represent you.

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

Dated this 14th day of January 2020.

"Electronically signed by William F. Bruss"

William F. Bruss

State Bar No. 1023187

Attorney for Plaintiff WaterStone Bank SSB

P.O. ADDRESS:

11200 West Plank Court, Suite 100  
Wauwatosa, WI 53226

Phone (414) 459-4116  
Facsimile (414) 258-9016  
[wbruss@wsbonline.com](mailto:wbruss@wsbonline.com)

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Branch 30

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WATERSTONE BANK SSB  
f/k/a WAUWATOSA SAVINGS BANK  
a domestic corporation,  
11200 West Plank Court  
Wauwatosa, WI 53226

Plaintiff,

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INVESTMENT SPECIALISTS OF  
PEWAUKEE LLC  
an entity of unknown capacity,  
N46W29247 Capitol Drive  
Hartland, WI 53029

SHAWN BRUNNER  
N46W29247 Capitol Drive  
Hartland, WI 53029

UNKNOWN SPOUSE OF  
SHAWN BRUNNER  
N46W29247 Capitol Drive  
Hartland, WI 53029

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f/k/a ANCHORBANK FSB  
a national bank,  
1 Main Street  
Evansville, IN 47708

CITY OF MILWAUKEE  
a municipality,  
City Hall, Room 800  
200 East Wells Street  
Milwaukee, WI 53202

NORTH SHORE BANK, FSB  
f/k/a LAYTON STATE BANK  
a federal saving bank,  
15700 West Bluemound Road  
Brookfield, WI 53005

FOND DU LAC COUNTY  
ECONOMIC DEVELOPMENT CORPORATION  
a non-stock corporation,  
c/o Registered Agent  
Joe Becker  
23 South Main Street, Ste. 101  
Fond du Lac, WI 54935

FIRST BUSINESS BANK  
f/k/a FIRST BUSINESS BANK-MILWAUKEE  
a Federal Reserve Non-member,  
401 Chamany Drive  
Madison, WI 53719

KH WATER SPECIALISTS, INC.  
a domestic corporation,  
c/o Registered Agent  
Kevin Hellenbrand  
N9579 County Road ES  
Mukwonago, WI 53149

CITY OF WEST ALLIS  
a municipality,  
c/o City Clerk  
7525 West Greenfield Avenue  
West Allis, WI 532147

FIRST CITIZENS BANK  
a/k/a FIRST-CITIZENS BANK & TRUST COMPANY  
f/k/a SECURANT BANK & TRUST  
a North Carolina state-chartered commercial bank,  
4300 Six Forks Road  
Raleigh, NC 27609

Defendants.

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COMPLAINT

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The plaintiff, by its attorney, William F. Bruss, as a Complaint against the defendants alleges as follows:

1. Plaintiff: The plaintiff is WaterStone Bank SSB f/k/a Wauwatosa Savings Bank which has a principal office at 11200 West Plank Court, Wauwatosa, WI 53226, and is a domestic corporation engaged in the savings bank business.

2. Mortgagors Defendants: The persons ("Mortgagors") obligated by the Mortgage Notes, Mortgages, and other loan documents described below are identified as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>BUSINESS</u>
Todd A. Brunner a/k/a Todd Brunner	N46W29247 Capitol Drive Hartland, WI 53029	unknown
Sharon Y. Brunner a/k/a Sharon Brunner	N46W29247 Capitol Drive Hartland, WI 53029	unknown
Investments Specialists of Pewaukee, LLC	N46W29247 Capitol Drive Hartland, WI 53029	unknown
Shawn Brunner	N46W29247 Capitol Drive Hartland, WI 53029	unknown

3. Other Defendants: The defendants identified in Exhibit 1, which is attached hereto and incorporated herein by reference, may claim an interest in property that is subject to this foreclosure, which interests, if any, are subordinate and inferior to that of the plaintiff.

### CLAIM 1

4. Mortgage Note and Mortgages Data: The Mortgage Note "A", Mortgage "A", and other documents upon which plaintiff bases its claim are described as follows:

Date of Execution of Mortgage "A"  
and Mortgage Note "A": November 9, 2000

Mortgage "A" Recorded:

Date: January 10, 2001  
County: Milwaukee  
Document No.: 8009369

This mortgage was assumed in an agreement by and between WaterStone Bank SSB, Dennis Withun and Todd A. Brunner dated December 31, 2009, and recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on February 17, 2010, as Document No. 9846382.

Copies of the Mortgage Note "A", Mortgage "A", and Assumption Agreement "A" are attached hereto as Exhibit 2, respectively, and incorporated herein by reference.

5. Mortgage "A" secures the real property described as:

**PARCEL 1:**

Lot Sixty-six (66), in Block Three (3), in Nades Manor, being a Subdivision of part of the East One-half (1/2) of the Southwest One-quarter (1/4) of Section Twenty-seven (27), in Township Eight (8) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin.

P.O. Address: 5738 North 71st Street, Milwaukee, WI 53218

6. Default in Payment Obligation: Mortgagors have failed to make installment payments in the amount, computed as of January 1, 2020, of the following:

Payment Arrearage:

Principal:	\$83.00
Interest:	132.89
Late Charges:	<u>478.24</u>
<b>TOTAL ARREARAGE:</b>	<b>\$694.13</b>

7. Due Plaintiff: The total amount due plaintiff from Mortgagors, computed as of January 1, 2020, is the following:

Principal:	\$28,745.91
Interest:	295.39
Late Charges:	<u>478.24</u>
<b>TOTAL DUE:</b>	<b>\$29,519.54</b>

plus interest at the rate of 5.50% per annum from February 1, 2020.

In the event plaintiff is the purchaser at Sheriff's sale, and Mortgagors has failed to pay additional monthly installments for payment of taxes and insurance, then the total of such payments which have not been made, plus funds advanced by plaintiff, shall be determined at confirmation to be due to plaintiff.

8. Plaintiff's Claim: Mortgagors duly executed the Mortgage Note "A" and Mortgage "A" for a valuable consideration. Plaintiff is the lawful owner of the Mortgage Note "A" and Mortgage "A". Mortgagors breached the terms and provisions of the Mortgage Note "A" and Mortgage "A" by:

- a. Failing to make payments as called for therein;
- b. Failing to escrow an appropriate amount for taxes;
- c. Failing to pay all real estate taxes when due and owing.

Accordingly, plaintiff has exercised its option to declare the whole of principal and interest due and payable forthwith, notice of the exercise of such option being expressly waived in the Mortgage Note "A".

9. Sale as a Whole: Upon information and belief Parcel 1 must be sold as a whole for the best interests of all parties.

10. Interests of Tenants: It is unknown to plaintiff whether the premises are occupied by tenants. However, if said premises are occupied, the interests of the tenants are subordinate and inferior to that of the plaintiff.

11. § 846.103(2) Election: Parcel 1 subject to this foreclosure action is commercial property and/or a multifamily residence, and not owner occupied. Mortgagors agreed in writing at the time of execution of said mortgage to the provisions of § 846.103(2) of the Wisconsin Statutes, and in accordance therewith, plaintiff elects to proceed with this foreclosure action pursuant to the provisions of that section and expressly waives judgment for any deficiency which may remain due it after sale of the mortgaged premises against every party who is personally liable for the debt secured by said mortgage, unless the property is abandoned, and then plaintiff intends to proceed under § 846.102 of the Wisconsin Statutes.

#### CLAIM 2

12. Mortgage Note and Mortgages Data: The Mortgage Note "B", Mortgage "B", and other documents upon which plaintiff bases its claim are described as follows:

Date of Execution of Mortgage "B" and Mortgage Note "B":	February 19, 2004
Mortgage "B" Recorded:	
Date:	March 10, 2004
County:	Milwaukee
Document No.:	8744707

This mortgage was assumed in an agreement by and between WaterStone Bank SSB, Dennis Witthun and Todd A. Brunner dated December 31, 2009, and recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on February 17, 2010, as Document No. 9846553.

Copies of the Mortgage Note "B", Mortgage "B", and Assumption Agreement "B" are attached hereto as Exhibit 3, respectively, and incorporated herein by reference.

13. Mortgage "B" secures real property described as:

#### PARCEL 2:

A piece of land in the Southeast One-quarter (1/4) of Section Ten (10), Township Six (6) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows, to-wit: Commencing at a point which is 1418.57 feet South and 55 feet West of the

Northeast corner of said 1/4 Section; thence West on a line parallel with the North line of said 1/4 Section, 128.825 feet to a point; thence South on a line parallel with the East line of said 1/4 Section 48.75 feet to a point; thence East on a line parallel with the North line of said 1/4 Section, 128.835 feet to a point, which is 55 feet West of the East line of said 1/4 Section; thence North on a line parallel with the East line of said 1/4 Section, 48.75 feet to the place of beginning.

P.O. Address: 2911 South 60th Street, Milwaukee, WI 53219

14. Default in Payment Obligation: Mortgagors have failed to make installment payments in the amount, computed as of January 1, 2020, of the following:

Payment Arrearage:

Principal:	\$786.80
Interest:	1,289.38
Late Charges:	<u>6,956.87</u>
<b>TOTAL ARREARAGE:</b>	<b>\$9,033.05</b>

15. Due Plaintiff: The total amount due plaintiff from Mortgagors, computed as of January 1, 2020, is the following:

Principal:	\$92,155.27
Interest:	1,824.08
Late Charges:	<u>6,956.87</u>
<b>TOTAL DUE:</b>	<b>\$100,936.22</b>

plus interest at the rate of 5.50% per annum from February 1, 2020.

In the event plaintiff is the purchaser at Sheriff's sale, and Mortgagors has failed to pay additional monthly installments for payment of taxes and insurance, then the total of such payments which have not been made, plus funds advanced by plaintiff, shall be determined at confirmation to be due to plaintiff.

16. Plaintiff's Claim: Mortgagors duly executed the Mortgage Note "B" and Mortgage "B" for a valuable consideration. Plaintiff is the lawful owner of the Mortgage Note "B" and Mortgage "B". Mortgagors breached the terms and provisions of the Mortgage Note "B" and Mortgage "B" by:

- a. Failing to make payments as called for therein;
- b. Failing to escrow an appropriate amount for taxes;
- c. Failing to pay all real estate taxes when due and owing;

Accordingly, plaintiff has exercised its option to declare the whole of principal and interest due and payable forthwith, notice of the exercise of such option being expressly waived in the Mortgage Note "B".

17. Sale as a Whole: Upon information and belief Parcel 2 subject to Mortgage "B" must be sold as a whole for the best interests of all parties.

18. Interests of Tenants: It is unknown to plaintiff whether the premises are occupied by tenants. However, if said premises are occupied, the interests of the tenants are subordinate and inferior to that of the plaintiff.

19. § 846.103(2) Election: Parcel 2 subject to this foreclosure action is commercial property and/or a multifamily residence, and not owner occupied. Mortgagors agreed in writing at the time of execution of said mortgage to the provisions of § 846.103(2) of the Wisconsin Statutes, and in accordance therewith, plaintiff elects to proceed with this foreclosure action pursuant to the provisions of that section and expressly waives judgment for any deficiency which may remain due it after sale of the mortgaged premises against every party who is personally liable for the debt secured by said mortgage, unless the property is abandoned, and then plaintiff intends to proceed under § 846.102 of the Wisconsin Statutes.

### CLAIM 3

20. Mortgage Note and Mortgages Data: The Mortgage Note "C", Mortgage "C", and other documents upon which plaintiff bases its claim are described as follows:

Date of Execution of Mortgage "C"  
and Mortgage Note "C": June 19, 2002

Mortgage "C" Recorded:

Date: July 30, 2002  
County: Milwaukee  
Document No.: 8322112

This mortgage was assumed in an agreement by and between WaterStone Bank SSB, Dennis Witthun and Todd A. Brunner dated December 31, 2009, and recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on February 17, 2010, as Document No. 9846378.

Copies of the Mortgage Note "C", Mortgage "C", and Assumption Agreement "C" are attached hereto as Exhibit 4 respectively, and incorporated herein by reference.

21. Mortgage "C" secures real property described as:

#### PARCEL 3:

The South 7 feet of Lot One (1), and the North 27-1/2 feet of Lot Two (2), in Block Thirty-five (35), in Residence Park No. 2, being a Subdivision of a part of the Northwest One-quarter (1/4) of Section Thirteen (13), in Township Seven (7) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin.

P.O. Address: 2875 North 36th Street, Milwaukee, WI 53210

22. Default in Payment Obligation: Mortgagors have failed to make installment payments in the amount, computed as of January 1, 2020, of the following:

Payment Arrearage:

Principal:	\$88.57
Interest:	146.21
Late Charges:	<u>539.14</u>
TOTAL ARREARAGE:	\$773.92

23. Due Plaintiff: The total amount due plaintiff from Mortgagors, computed as of January 1, 2020, is the following:

Principal:	\$15,585.73
Interest:	236.72
Late Charges:	<u>539.14</u>
TOTAL DUE:	\$16,361.59

plus interest at the rate of 5.50% per annum from February 1, 2020.

In the event plaintiff is the purchaser at Sheriff's sale, and Mortgagors has failed to pay additional monthly installments for payment of taxes and insurance, then the total of such payments which have not been made, plus funds advanced by plaintiff, shall be determined at confirmation to be due to plaintiff.

24. Plaintiff's Claim: Mortgagors duly executed the Mortgage Note "C" and Mortgage "C" for a valuable consideration. Plaintiff is the lawful owner of the Mortgage Note "C" and Mortgage "C". Mortgagors breached the terms and provisions of the Mortgage Note "C" and Mortgage "C" by:

- a. Failing to make payments as called for therein;
- b. Failing to escrow an appropriate amount for taxes;
- c. Failing to pay all real estate taxes when due and owing;

Accordingly, plaintiff has exercised its option to declare the whole of principal and interest due and payable forthwith, notice of the exercise of such option being expressly waived in the Mortgage Note "C".

25. Sale as a Whole: Upon information and belief Parcel 3 subject to Mortgage "C" must be sold as a whole for the best interests of all parties.

26. Interests of Tenants: It is unknown to plaintiff whether the premises are occupied by tenants. However, if said premises are occupied, the interests of the tenants are subordinate and inferior to that of the plaintiff.

27. § 846.103(2) Election: Parcel 3 subject to this foreclosure action is commercial property and/or a multifamily residence, and not owner occupied. Mortgagors agreed in writing at the time of execution of said mortgage to the provisions of § 846.103(2) of the Wisconsin Statutes, and in accordance therewith, plaintiff elects to proceed with this foreclosure action pursuant to the provisions of that section and expressly waives judgment for any deficiency which may remain due it after sale of the mortgaged premises against every party who is personally liable for the debt secured by said mortgage, unless the property is abandoned, and then plaintiff intends to proceed under § 846.102 of the Wisconsin Statutes.

**CLAIM 4**

28. Mortgage Note and Mortgages Data: The Mortgage Note "D", Mortgage "D", and other documents upon which plaintiff bases its claim are described as follows:

Date of Execution of Mortgage "D"  
and Mortgage Note "D":                      June 3, 2003

Mortgage "D" Recorded:

Date:    November 7, 2003  
County:    Milwaukee  
Document No.:                                  8674463

Copies of the Mortgage Note "D" and Mortgage "D" are attached hereto as Exhibit 5, respectively, and incorporated herein by reference.

29. Mortgage "D" secures real properties described as:

**PARCEL 4:**

The South 25 feet of Lot Nine (9) and the North 10 feet of Lot Ten (10), Block Nine (9), in Irving Park, in the Southeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Seven (7), Range Twenty-two (22) East, in the City of Milwaukee, Milwaukee County, Wisconsin.

P.O. Address: 3543 North 15th Street, Milwaukee, WI 53206

**PARCEL 5:**

Lot Nine (9) in Block Nine (9) in Glenside, being a Subdivision of a part of the Northwest One-quarter (1/4) of Section Six (6), Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, Milwaukee County, Wisconsin, and also: A piece of land in the Northwest One-quarter (1/4) of Section Six (6), Township Seven (7) North, Range Twenty-two (22) East, more particularly described as follows: Commencing at a point in the East line of Lot Ten (10) in Block Nine (9), Glenside, being a Subdivision of a part of the Northwest One-quarter (1/4) of Section Six (6), Township Seven (7) North, Range Twenty-two (22) East, said point lying 0.98 feet South of Northeast corner of said Lot Ten (10), running thence North along the East line of Lots

Nine (9) and Ten (10), in Block Nine (9) of said Subdivision 29.98 feet to a point in the South line of said Lot Nine (9); thence East along the South line of Lot Nine (9) aforesaid 11.96 feet to a point, said point lying 9.00 feet West of the West line of the North and South alley in Block Nine (9) of said Subdivision; thence South along a line which is parallel to and 9.00 feet West of the West line of said alley extended South 29.98 feet to a point; thence West 11.96 feet to the point of commencement.

P.O. Address: 4582 North 24th Place, Milwaukee, WI 53209

30. Default in Payment Obligation: Mortgagors have failed to make installment payments in the amount, computed as of January 1, 2020, of the following:

Payment Arrearage:

Principal:	\$231.16
Interest:	378.66
Late Charges:	<u>931.07</u>
<b>TOTAL ARREARAGE:</b>	<b>\$1,540.89</b>

31. Due Plaintiff: The total amount due plaintiff from Mortgagors, computed as of January 1, 2020, is the following:

Principal:	\$40,389.42
Interest:	612.99
Late Charges:	<u>931.07</u>
<b>TOTAL DUE:</b>	<b>\$41,933.48</b>

plus interest at the rate of 5.50% per annum from February 1, 2020.

In the event plaintiff is the purchaser at Sheriff's sale, and Mortgagors has failed to pay additional monthly installments for payment of taxes and insurance, then the total of such payments which have not been made, plus funds advanced by plaintiff, shall be determined at confirmation to be due to plaintiff.

32. Plaintiff's Claim: Mortgagors duly executed the Mortgage Note "D" and Mortgage "D" for a valuable consideration. Plaintiff is the lawful owner of the Mortgage Note "D" and Mortgage "D". Mortgagors breached the terms and provisions of the Mortgage Note "D" and Mortgage "D" by:

- a. Failing to make payments as called for therein;
- b. Failing to escrow an appropriate amount for taxes;

Accordingly, plaintiff has exercised its option to declare the whole of principal and interest due and payable forthwith, notice of the exercise of such option being expressly waived in the Mortgage Note "D".

33. Sale as a Whole: Upon information and belief Parcel 4 and Parcel 5 subject to Mortgage "D" must be sold as a whole for the best interests of all parties.

34. Interests of Tenants: It is unknown to plaintiff whether the premises are occupied by tenants. However, if said premises are occupied, the interests of the tenants are subordinate and inferior to that of the plaintiff.

35. § 846.103(2) Election: Parcel 4 and Parcel 5 subject to this foreclosure action are commercial property and/or a multifamily residences, and not owner occupied. Mortgagors agreed in writing at the time of execution of said mortgage to the provisions of § 846.103(2) of the Wisconsin Statutes, and in accordance therewith, plaintiff elects to proceed with this foreclosure action pursuant to the provisions of that section and expressly waives judgment for any deficiency which may remain due it after sale of the mortgaged premises against every party who is personally liable for the debt secured by said mortgage, unless the property is abandoned, and then plaintiff intends to proceed under § 846.102 of the Wisconsin Statutes.

#### CLAIM 5

36. Mortgage Note and Mortgages Data: The Mortgage Note "E", Mortgage "E", and other documents upon which plaintiff bases its claim are described as follows:

Date of Execution of Mortgage "E"  
and Mortgage Note "E": January 22, 2001

Mortgage "E" Recorded:

Date: March 6, 2001  
County: Milwaukee  
Document No.: 8031651

Copies of the Mortgage Note "E" and Mortgage "E" are attached hereto as Exhibit 6, respectively, and incorporated herein by reference.

37. Mortgage "E" secures real property described as:

#### PARCEL 6:

Lot Twenty-eight (28), Block Two (2), in Sunset Heights, being a Subdivision of a part of the Southwest One-quarter (1/4) of Section Eleven (11), Township Seven (7) North, Range Twenty-one (21) East. Said land being in the City of Milwaukee, Milwaukee County, Wisconsin.

P.O. Address: 3272 North 52nd Street, Milwaukee, WI 53216

38. Default in Payment Obligation: Mortgagors have failed to make installment payments in the amount, computed as of January 1, 2020, of the following:

Payment Arrearage:

Principal:	\$206.29
Interest:	340.01
Late Charges:	<u>623.25</u>

TOTAL ARREARAGE: \$1,169.55

39. Due Plaintiff: The total amount due plaintiff from Mortgagors, computed as of January 1, 2020, is the following:

Principal:	\$36,266.34
Interest:	550.51
Late Charges:	<u>623.25</u>

TOTAL DUE: \$37,440.10

plus interest at the rate of 5.50% per annum from February 1, 2020.

In the event plaintiff is the purchaser at Sheriff's sale, and Mortgagors has failed to pay additional monthly installments for payment of taxes and insurance, then the total of such payments which have not been made, plus funds advanced by plaintiff, shall be determined at confirmation to be due to plaintiff.

40. Plaintiff's Claim: Mortgagors duly executed the Mortgage Note "E" and Mortgage "E" for a valuable consideration. Plaintiff is the lawful owner of the Mortgage Note "E" and Mortgage "E". Mortgagors breached the terms and provisions of the Mortgage Note "E" and Mortgage "E" by:

- a. Failing to make payments as called for therein;
- b. Failing to escrow an appropriate amount for taxes;
- c. Failing to pay all real estate taxes when due and owing;

Accordingly, plaintiff has exercised its option to declare the whole of principal and interest due and payable forthwith, notice of the exercise of such option being expressly waived in the Mortgage Note "E".

41. Sale as a Whole: Upon information and belief Parcel 6 subject to Mortgage "E" must be sold as a whole for the best interests of all parties.

42. Interests of Tenants: It is unknown to plaintiff whether the premises are occupied by tenants. However, if said premises are occupied, the interests of the tenants are subordinate and inferior to that of the plaintiff.

43. § 846.103(2) Election: Parcel 6 subject to this foreclosure action is commercial property and/or a multifamily residence, and not owner occupied. Mortgagors agreed in writing at the time of execution of said mortgage to the provisions of § 846.103(2) of the Wisconsin Statutes, and in accordance therewith, plaintiff elects to proceed with this foreclosure action pursuant to the provisions of that section and expressly waives judgment for any deficiency which may remain due it after sale of the mortgaged premises against every party who is personally liable for the debt secured by said mortgage, unless the property is abandoned, and then plaintiff intends to proceed under § 846.102 of the Wisconsin Statutes.

**CLAIM 6**

44. Mortgage Note and Mortgages Data: The Mortgage Note "F", Mortgage "F", and other documents upon which plaintiff bases its claim are described as follows:

Date of Execution of Mortgage "F"  
and Mortgage Note "F": June 21, 2001

Mortgage "F" Recorded:

Date: July 5, 2001  
County: Milwaukee  
Document No.: 8095149

Copies of the Mortgage Note "F" and Mortgage "F" are attached hereto as Exhibit 7, respectively, and incorporated herein by reference.

45. Mortgage "F" secures real property described as:

**PARCEL 7:**

The North 50 feet of the South 853.51 feet, excepting the West 40 feet thereof, of that part of the Northeast One-quarter (1/4) of Section Thirty-five (35), in Township Eight (8) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin, described as follows: Commencing at a point on the South line of said 1/4 Section, 487.54 feet East of the Southwest corner thereof; thence North and parallel with the West line of said 1/4 Section 1338.77 feet to the 1/8 Section line; thence East on and along the 1/8 Section line, 162.51 feet to a point; thence South and parallel with the West line of said 1/4 Section 1338.51 feet to the South line of said 1/4 Section; thence West on said South line, 162.51 feet to the point of commencement, excepting the East 20 feet for street purposes.

P.O. Address: 5315 North 49th Street, Milwaukee, WI 53218

46. Default in Payment Obligation: Mortgagors have failed to make installment payments in the amount, computed as of January 1, 2020, of the following:

Payment Arrearage:

Principal:	\$146.35
Interest:	238.67
Late Charges:	<u>455.50</u>
TOTAL ARREARAGE:	\$841.52

47. Due Plaintiff: The total amount due plaintiff from Mortgagors, computed as of January 1, 2020, is the following:

Principal:	\$25,596.86
Interest:	388.13
Late Charges:	<u>455.50</u>
TOTAL DUE:	\$26,440.49

plus interest at the rate of 5.50% per annum from February 1, 2020.

In the event plaintiff is the purchaser at Sheriff's sale, and Mortgagors has failed to pay additional monthly installments for payment of taxes and insurance, then the total of such payments which have not been made, plus funds advanced by plaintiff, shall be determined at confirmation to be due to plaintiff.

48. Plaintiff's Claim: Mortgagors duly executed the Mortgage Note "F" and Mortgage "F" for a valuable consideration. Plaintiff is the lawful owner of the Mortgage Note "F" and Mortgage "F". Mortgagors breached the terms and provisions of the Mortgage Note "F" and Mortgage "F" by:

- a. Failing to make payments as called for therein;
- b. Failing to escrow an appropriate amount for taxes;

Accordingly, plaintiff has exercised its option to declare the whole of principal and interest due and payable forthwith, notice of the exercise of such option being expressly waived in the Mortgage Note "F".

49. Sale as a Whole: Upon information and belief Parcel 7 subject to Mortgage "F" must be sold as a whole for the best interests of all parties.

50. Interests of Tenants: It is unknown to plaintiff whether the premises are occupied by tenants. However, if said premises are occupied, the interests of the tenants are subordinate and inferior to that of the plaintiff.

51. § 846.103(2) Election: Parcel 7 subject to this foreclosure action is commercial property and/or a multifamily residence, and not owner occupied. Mortgagors agreed in writing at the time of execution of said mortgage to the provisions of § 846.103(2) of the Wisconsin Statutes, and in accordance therewith, plaintiff elects to proceed with this foreclosure action pursuant to the provisions of that section and expressly waives judgment for any deficiency which may remain due it after sale of the mortgaged premises against every party who is personally liable for the debt secured by said mortgage, unless the property is abandoned, and then plaintiff intends to proceed under § 846.102 of the Wisconsin Statutes.

CLAIM 7

52. Mortgage Note and Mortgages Data: The Mortgage Note "H", Mortgage "H", and other documents upon which plaintiff bases its claim are described as follows:

Date of Execution of Mortgage "H"  
and Mortgage Note "H": August 1, 2001

Mortgage "H" Recorded:

Date: September 12, 2001  
County: Milwaukee  
Document No.: 8132755

Copies of the Mortgage Note "H" and Mortgage "H are attached hereto as Exhibit 8, respectively, and incorporated herein by reference.

53. Mortgage "H" secures real property described as:

PARCEL 8:

Lot Twenty-one (21), in Block One (1), in William Joost's Subdivision, being a Subdivision of a part of the Northeast One-quarter (1/4) of Section Two (2), in Township Seven (7) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin.

P.O. Address: 4542 North 44th Street, Milwaukee, WI 53218

54. Default in Payment Obligation: Mortgagors have failed to make installment payments in the amount, computed as of January 1, 2020, of the following:

Payment Arrearage:

Principal: \$134.99  
Interest: 221.91  
Late Charges: 497.19

TOTAL ARREARAGE: \$854.09

55. Due Plaintiff: The total amount due plaintiff from Mortgagors, computed as of January 1, 2020, is the following:

Principal:	\$23,693.22
Interest:	359.33
Late Charges:	497.19
 TOTAL DUE:	 \$24,549.74

plus interest at the rate of 5.50% per annum from February 1, 2020.

In the event plaintiff is the purchaser at Sheriff's sale, and Mortgagors has failed to pay additional monthly installments for payment of taxes and insurance, then the total of such payments which have not been made, plus funds advanced by plaintiff, shall be determined at confirmation to be due to plaintiff.

56. Plaintiff's Claim: Mortgagors duly executed the Mortgage Note "H" and Mortgage "H" for a valuable consideration. Plaintiff is the lawful owner of the Mortgage Note "H" and Mortgage "H". Mortgagors breached the terms and provisions of the Mortgage Note "H" and Mortgage "H" by:

- a. Failing to make payments as called for therein;
- b. Failing to escrow an appropriate amount for taxes;

Accordingly, plaintiff has exercised its option to declare the whole of principal and interest due and payable forthwith, notice of the exercise of such option being expressly waived in the Mortgage Note "H".

57. Sale as a Whole: Upon information and belief Parcel 8 subject to Mortgage "H" must be sold as a whole for the best interests of all parties.

58. Interests of Tenants: It is unknown to plaintiff whether the premises are occupied by tenants. However, if said premises are occupied, the interests of the tenants are subordinate and inferior to that of the plaintiff.

59. § 846.103(2) Election: Parcel 8 subject to this foreclosure action is commercial property and/or a multifamily residence, and not owner occupied. Mortgagors agreed in writing at the time of execution of said mortgage to the provisions of § 846.103(2) of the Wisconsin Statutes, and in accordance therewith, plaintiff elects to proceed with this foreclosure action pursuant to the provisions of that section and expressly waives judgment for any deficiency which may remain due it after sale of the mortgaged premises against every party who is personally liable for the debt secured by said mortgage, unless the property is abandoned, and then plaintiff intends to proceed under § 846.102 of the Wisconsin Statutes.

**CLAIM 8**

60. Mortgage Note and Mortgages Data: The Mortgage Note "I", Mortgage "I", and other documents upon which plaintiff bases its claim are described as follows:

Date of Execution of Mortgage "I"  
and Mortgage Note "I": December 3, 2001

Mortgage "I" Recorded:

Date: April 22, 2002  
County: Milwaukee  
Document No.: 8267530

Copies of the Mortgage Note "I" and Mortgage "I are attached hereto as Exhibit 9, respectively, and incorporated herein by reference.

61. Mortgage "I" secures real property described as:

**PARCEL 9:**

That part of the Southwest One-quarter (1/4) of Section Twenty-three (23), in Township Eight (8) North, of Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows, to-wit: Commencing at a point 195 feet North of the South line and 330 feet West of the Southeast corner of said 1/4 Section; thence North parallel to the East line of said 1/4 Section Thirty (30) feet to a point; thence West parallel to the South line of said 1/4 Section 120 feet to a point; thence South and parallel to the East line of said 1/4 Section 30 feet to a point; thence East and parallel to the South line of said 1/4 Section 120 feet to the place of beginning, reserving the East 30 feet for public highway.

ALSO:

That part of the Southwest One-quarter (1/4) of Section Twenty-three (23), in Township Eight (8) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows, to-wit: Commencing at a point 330 feet West of the Southeast corner of said 1/4 Section and 225 feet North of the South line of said 1/4 Section; thence North parallel to the East line of said 1/4 Section, 50 feet to a point; thence West parallel to the South line of said 1/4 Section 150 feet to a point; thence South parallel to the East line of said 1/4 Section, 50 feet to a point; thence East parallel to the South line of said 1/4 Section 150 feet to the place of beginning, reserving the East 30 feet for public highway.

P.O. Address: 6427 North 52nd Street, Milwaukee, WI 53223

62. Default in Payment Obligation: Mortgagors have failed to make installment payments in the amount, computed as of January 1, 2020, of the following:

Payment Arrearage:

Principal:	\$145.20
Interest:	238.60
Late Charges:	<u>507.05</u>

TOTAL ARREARAGE:	\$890.85
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63. Due Plaintiff: The total amount due plaintiff from Mortgagors, computed as of January 1, 2020, is the following:

Principal:	\$25,450.48
Interest:	386.30
Late Charges:	<u>507.05</u>

TOTAL DUE:	\$26,343.83
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plus interest at the rate of 5.50% per annum from February 1, 2020.

In the event plaintiff is the purchaser at Sheriff's sale, and Mortgagors has failed to pay additional monthly installments for payment of taxes and insurance, then the total of such payments which have not been made, plus funds advanced by plaintiff, shall be determined at confirmation to be due to plaintiff.

64. Plaintiff's Claim: Mortgagors duly executed the Mortgage Note "I" and Mortgage "I" for a valuable consideration. Plaintiff is the lawful owner of the Mortgage Note "I" and Mortgage "I". Mortgagors breached the terms and provisions of the Mortgage Note "I" and Mortgage "I" by:

- a. Failing to make payments as called for therein;
- b. Failing to escrow an appropriate amount for taxes;

Accordingly, plaintiff has exercised its option to declare the whole of principal and interest due and payable forthwith, notice of the exercise of such option being expressly waived in the Mortgage Note "I".

65. Sale as a Whole: Upon information and belief Parcel 9 subject to Mortgage "I" must be sold as a whole for the best interests of all parties.

66. Interests of Tenants: It is unknown to plaintiff whether the premises are occupied by tenants. However, if said premises are occupied, the interests of the tenants are subordinate and inferior to that of the plaintiff.

67. § 846.103(2) Election: Parcel 9 subject to this foreclosure action is commercial property and/or a multifamily residence, and not owner occupied. Mortgagors agreed in writing at the time of execution of said mortgage to the provisions of § 846.103(2) of the Wisconsin Statutes, and in accordance therewith, plaintiff elects to proceed with this foreclosure action pursuant to the provisions of that section and expressly waives judgment for any deficiency which may remain due it after sale of the mortgaged premises against every party who is personally liable for the debt secured by said mortgage, unless the property is abandoned, and then plaintiff intends to proceed under § 846.102 of the Wisconsin Statutes.

**CLAIM 9**

68. Mortgage Note and Mortgages Data: The Mortgage Note "J", Mortgage "J", and other documents upon which plaintiff bases its claim are described as follows:

Date of Execution of Mortgage "J" and Mortgage Note "J":	December 3, 2001
Mortgage "J" Recorded:	
Date:	January 23, 2002
County:	Milwaukee
Document No.:	8208923

Copies of the Mortgage Note "J" and Mortgage "J" are attached hereto as Exhibit 10, respectively, and incorporated herein by reference.

69. Mortgage "J" secures real property described as:

**PARCEL 10:**  
Lot Two (2) in Block Two (2), in North Ridge, being a Subdivision of a part of the Southeast One-quarter (1/4) of Section Six (6), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, Milwaukee County, Wisconsin.

P.O. Address: 4331 North 19th Street, Milwaukee, WI 53209

70. Default in Payment Obligation: Mortgagors have failed to make installment payments in the amount, computed as of January 1, 2020, of the following:

Payment Arrearage:	
Principal:	\$70.67
Interest:	115.19
Late Charges:	<u>383.64</u>
<b>TOTAL ARREARAGE:</b>	<b>\$569.50</b>

71. Due Plaintiff: The total amount due plaintiff from Mortgagors, computed as of January 1, 2020, is the following:

Principal:	\$12,313.14
Interest:	186.60
Late Charges:	<u>383.64</u>
<b>TOTAL DUE:</b>	<b>\$12,883.38</b>

plus interest at the rate of 5.50% per annum from February 1, 2020.

In the event plaintiff is the purchaser at Sheriff's sale, and Mortgagors has failed to pay additional monthly installments for payment of taxes and insurance, then the total of such payments which have not been made, plus funds advanced by plaintiff, shall be determined at confirmation to be due to plaintiff.

72. Plaintiff's Claim: Mortgagors duly executed the Mortgage Note "J" and Mortgage "J" for a valuable consideration. Plaintiff is the lawful owner of the Mortgage Note "J" and Mortgage "J". Mortgagors breached the terms and provisions of the Mortgage Note "J" and Mortgage "J" by:

- a. Failing to make payments as called for therein;
- b. Failing to escrow an appropriate amount for taxes;
- c. Failing to pay all real estate taxes when due and owing;

Accordingly, plaintiff has exercised its option to declare the whole of principal and interest due and payable forthwith, notice of the exercise of such option being expressly waived in the Mortgage Note "J".

73. Sale as a Whole: Upon information and belief Parcel 10 subject to Mortgage "J" must be sold as a whole for the best interests of all parties.

74. Interests of Tenants: It is unknown to plaintiff whether the premises are occupied by tenants. However, if said premises are occupied, the interests of the tenants are subordinate and inferior to that of the plaintiff.

75. § 846.103(2) Election: Parcel 10 subject to this foreclosure action is commercial property and/or a multifamily residence, and not owner occupied. Mortgagors agreed in writing at the time of execution of said mortgage to the provisions of § 846.103(2) of the Wisconsin Statutes, and in accordance therewith, plaintiff elects to proceed with this foreclosure action pursuant to the provisions of that section and expressly waives judgment for any deficiency which may remain due it after sale of the mortgaged premises against every party who is personally liable for the debt secured by said mortgage, unless the property is abandoned, and then plaintiff intends to proceed under § 846.102 of the Wisconsin Statutes.

**CLAIM 10**

76. Mortgage Note and Mortgages Data: The Mortgage Note "K", Mortgage "K", and other documents upon which plaintiff bases its claim are described as follows:

Date of Execution of Mortgage "K"  
and Mortgage Note "K": December 3, 2001

Mortgage "K" Recorded:

Date: January 23, 2002  
County: Milwaukee  
Document No.: 8208920

Copies of the Mortgage Note "K" and Mortgage "K" are attached hereto as Exhibit 11, respectively, and incorporated herein by reference.

77. Mortgage "K" secures real property described as:

**PARCEL 11:**

Lot Seventeen (17), Block Six (6) in Lincoln Park Highlands No. 2, being a Subdivision of a part of the Southwest One-quarter (1/4) of Section Thirty-one (31), Township Eight (8) North, Range Twenty-two (22) East, in the City of Milwaukee, Milwaukee County, Wisconsin.

P.O. Address: 5007 North 24th Street, Milwaukee, WI 53209

78. Default in Payment Obligation: Mortgagors have failed to make installment payments in the amount, computed as of January 1, 2020, of the following:

Payment Arrearage:

Late Charges: \$501.46

TOTAL ARREARAGE: \$501.46

79. Due Plaintiff: The total amount due plaintiff from Mortgagors, computed as of January 1, 2020, is the following:

Principal: \$13,910.49

Interest: 144.96

Late Charges: 501.46

TOTAL DUE: \$14,556.91

plus interest at the rate of 5.50% per annum from February 1, 2020.

In the event plaintiff is the purchaser at Sheriff's sale, and Mortgagors has failed to pay additional monthly installments for payment of taxes and insurance, then the total of such payments which have not been made, plus funds advanced by plaintiff, shall be determined at confirmation to be due to plaintiff.

80. Plaintiff's Claim: Mortgagors duly executed the Mortgage Note "K" and Mortgage "K" for a valuable consideration. Plaintiff is the lawful owner of the Mortgage Note "K" and Mortgage "K". Mortgagors breached the terms and provisions of the Mortgage Note "K" and Mortgage "K" by:

- a. Failing to make payments as called for therein;
- b. Failing to escrow an appropriate amount for taxes;
- c. Failing to pay all real estate taxes when due and owing;

Accordingly, plaintiff has exercised its option to declare the whole of principal and interest due and payable forthwith, notice of the exercise of such option being expressly waived in the Mortgage Note "K".

81. Sale as a Whole: Upon information and belief Parcel 11 subject to Mortgage "K" must be sold as a whole for the best interests of all parties.

82. Interests of Tenants: It is unknown to plaintiff whether the premises are occupied by tenants. However, if said premises are occupied, the interests of the tenants are subordinate and inferior to that of the plaintiff.

83. § 846.103(2) Election: Parcel 11 subject to this foreclosure action is commercial property and/or a multifamily residence, and not owner occupied. Mortgagors agreed in writing at the time of execution of said mortgage to the provisions of § 846.103(2) of the Wisconsin Statutes, and in accordance therewith, plaintiff elects to proceed with this foreclosure action pursuant to the provisions of that section and expressly waives judgment for any deficiency which may remain due it after sale of the mortgaged premises against every party who is personally liable for the debt secured by said mortgage, unless the property is abandoned, and then plaintiff intends to proceed under § 846.102 of the Wisconsin Statutes.

#### CLAIM 11

84. Mortgage Note and Mortgages Data: The Mortgage Note "L", Mortgage "L", and other documents upon which plaintiff bases its claim are described as follows:

Date of Execution of Mortgage "L"  
and Mortgage Note "L": December 3, 2001

Mortgage "L" Recorded:

Date: January 23, 2002  
County: Milwaukee  
Document No.: 8208926

Copies of the Mortgage Note "L" and Mortgage "L" are attached hereto as Exhibit 12, respectively, and incorporated herein by reference.

85. Mortgage "L" secures real property described as:

**PARCEL 12:**

That part of the Southwest One-quarter (1/4) of Section One (1), in Township Seven (7) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at a point 316.56 feet South of the North line and 1747.50 feet West of the East line of said 1/4 Section; thence South parallel to the East line of said 1/4 Section 40 feet to a point; thence West parallel to the North line of said 1/4 Section 127.50 feet to a point; thence North parallel to the East line of said 1/4 Section 40 feet to a point; thence East parallel to the North line of said 1/4 Section 127.50 feet to the place of beginning.

P.O. Address: 4338 North 41st Street, Milwaukee, WI 53216

86. Default in Payment Obligation: Mortgagors have failed to make installment payments in the amount, computed as of January 1, 2020, of the following:

Payment Arrearage:

Principal:	\$52.79
Interest:	88.96
Late Charges:	<u>410.69</u>
<b>TOTAL ARREARAGE:</b>	<b>\$552.44</b>

87. Due Plaintiff: The total amount due plaintiff from Mortgagors, computed as of January 1, 2020, is the following:

Principal:	\$18,767.74
Interest:	195.46
Late Charges:	<u>410.69</u>
<b>TOTAL DUE:</b>	<b>\$19,373.89</b>

plus interest at the rate of 5.50% per annum from February 1, 2020.

In the event plaintiff is the purchaser at Sheriff's sale, and Mortgagors has failed to pay additional monthly installments for payment of taxes and insurance, then the total of such payments which have not been made, plus funds advanced by plaintiff, shall be determined at confirmation to be due to plaintiff.

88. Plaintiff's Claim: Mortgagors duly executed the Mortgage Note "L" and Mortgage "L" for a valuable consideration. Plaintiff is the lawful owner of the Mortgage Note "L" and Mortgage "L". Mortgagors breached the terms and provisions of the Mortgage Note "L" and Mortgage "L" by:

- a. Failing to make payments as called for therein;
- b. Failing to escrow an appropriate amount for taxes;
- c. Failing to pay all real estate taxes when due and owing;

Accordingly, plaintiff has exercised its option to declare the whole of principal and interest due and payable forthwith, notice of the exercise of such option being expressly waived in the Mortgage Note "L".

89. Sale as a Whole: Upon information and belief Parcel 12 subject to Mortgage "L" must be sold as a whole for the best interests of all parties.

90. Interests of Tenants: It is unknown to plaintiff whether the premises are occupied by tenants. However, if said premises are occupied, the interests of the tenants are subordinate and inferior to that of the plaintiff.

91. § 846.103(2) Election: Parcel 12 subject to this foreclosure action is commercial property and/or a multifamily residence, and not owner occupied. Mortgagors agreed in writing at the time of execution of said mortgage to the provisions of § 846.103(2) of the Wisconsin Statutes, and in accordance therewith, plaintiff elects to proceed with this foreclosure action pursuant to the provisions of that section and expressly waives judgment for any deficiency which may remain due it after sale of the mortgaged premises against every party who is personally liable for the debt secured by said mortgage, unless the property is abandoned, and then plaintiff intends to proceed under § 846.102 of the Wisconsin Statutes.

#### CLAIM 12

92. Mortgage Note and Mortgages Data: The Mortgage Note "M", Mortgage "M", and other documents upon which plaintiff bases its claim are described as follows:

Date of Execution of Mortgage "M"  
and Mortgage Note "M": February 14, 2002

Mortgage "M" Recorded:

Date: May 10, 2002  
County: Milwaukee  
Document No.: 8278837

Copies of the Mortgage Note "M" and Mortgage "M" are attached hereto as Exhibit 13, respectively, and incorporated herein by reference.

93. Mortgage "M" secures real property described as:

**PARCEL 13:**

Lot Nineteen (19) in Block Seven (7) in Sherman Gardens, being a Subdivision of a part of the Northeast One-quarter (1/4) of Section Three (3), in Township Seven (7) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin.

P.O. Address: 4609 North 67th Street, Milwaukee, WI 53216

94. Default in Payment Obligation: Mortgagors have failed to make installment payments in the amount, computed as of January 1, 2020, of the following:

Payment Arrearage:

Principal:	\$47.53
Interest:	80.09
Late Charges:	<u>391.18</u>
<b>TOTAL ARREARAGE:</b>	<b>\$518.80</b>

95. Due Plaintiff: The total amount due plaintiff from Mortgagors, computed as of January 1, 2020, is the following:

Principal:	\$16,897.77
Interest:	176.26
Late Charges:	<u>391.18</u>
<b>TOTAL DUE:</b>	<b>\$17,465.21</b>

plus interest at the rate of 5.50% per annum from February 1, 2020.

In the event plaintiff is the purchaser at Sheriff's sale, and Mortgagors has failed to pay additional monthly installments for payment of taxes and insurance, then the total of such payments which have not been made, plus funds advanced by plaintiff, shall be determined at confirmation to be due to plaintiff.

96. Plaintiff's Claim: Mortgagors duly executed the Mortgage Note "M" and Mortgage "M" for a valuable consideration. Plaintiff is the lawful owner of the Mortgage Note "M" and Mortgage "M". Mortgagors breached the terms and provisions of the Mortgage Note "M" and Mortgage "M" by:

- a. Failing to make payments as called for therein;
- b. Failing to escrow an appropriate amount for taxes;
- c. Failing to pay all real estate taxes when due and owing;

Accordingly, plaintiff has exercised its option to declare the whole of principal and interest due and payable forthwith, notice of the exercise of such option being expressly waived in the Mortgage Note "M".

97. Sale as a Whole: Upon information and belief Parcel 13 subject to Mortgage "M" must be sold as a whole for the best interests of all parties.

98. Interests of Tenants: It is unknown to plaintiff whether the premises are occupied by tenants. However, if said premises are occupied, the interests of the tenants are subordinate and inferior to that of the plaintiff.

99. § 846.103(2) Election: Parcel 13 subject to this foreclosure action is commercial property and/or a multifamily residence, and not owner occupied. Mortgagors agreed in writing at the time of execution of said mortgage to the provisions of § 846.103(2) of the Wisconsin Statutes, and in accordance therewith, plaintiff elects to proceed with this foreclosure action pursuant to the provisions of that section and expressly waives judgment for any deficiency which may remain due it after sale of the mortgaged premises against every party who is personally liable for the debt secured by said mortgage, unless the property is abandoned, and then plaintiff intends to proceed under § 846.102 of the Wisconsin Statutes.

**CLAIM 13**

100. Mortgage Note and Mortgages Data: The Mortgage Note "N", Mortgage "N", and other documents upon which plaintiff bases its claim are described as follows:

Date of Execution of Mortgage "N"  
and Mortgage Note "N":                      May 23, 2002

Mortgage "N" Recorded:

Date:    June 5, 2002  
County:    Milwaukee  
Document No.:                                        8291303

Copies of the Mortgage Note "N" and Mortgage "N" are attached hereto as Exhibit 14, respectively, and incorporated herein by reference.

101. Mortgage "N" secures real property described as:

**PARCEL 14:**

Lots Nineteen (19) and Twenty (20) in Block Two (2) in Highland North Milwaukee Park Co's Subdivision, of part of the North One-half (1/2) of the Northwest One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Thirty-six (36), in Township Eight (8) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin.

P.O. Address: 3300 West Sheridan Avenue, Milwaukee, WI 53209

102. Default in Payment Obligation: Mortgagors have failed to make installment payments in the amount, computed as of January 1, 2020, of the following:

Payment Arrearage:

Principal:	\$114.37
Interest:	188.23
Late Charges:	619.43
Extension Fee:	<u>25.00</u>

TOTAL ARREARAGE:	\$947.03
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103. Due Plaintiff: The total amount due plaintiff from Mortgagors, computed as of January 1, 2020, is the following:

Principal:	\$20,088.97
Interest:	304.89
Late Charges:	619.43
Extension Fec:	<u>25.00</u>
 TOTAL DUE:	 \$21,038.29

plus interest at the rate of 5.50% per annum from February 1, 2020.

In the event plaintiff is the purchaser at Sheriff's sale, and Mortgagors has failed to pay additional monthly installments for payment of taxes and insurance, then the total of such payments which have not been made, plus funds advanced by plaintiff, shall be determined at confirmation to be due to plaintiff.

104. Plaintiff's Claim: Mortgagors duly executed the Mortgage Note "N" and Mortgage "N" for a valuable consideration. Plaintiff is the lawful owner of the Mortgage Note "N" and Mortgage "N". Mortgagors breached the terms and provisions of the Mortgage Note "N" and Mortgage "N" by:

- a. Failing to make payments as called for therein;
- b. Failing to escrow an appropriate amount for taxes;

Accordingly, plaintiff has exercised its option to declare the whole of principal and interest due and payable forthwith, notice of the exercise of such option being expressly waived in the Mortgage Note "N".

105. Sale as a Whole: Upon information and belief Parcel 14 subject to Mortgage "N" must be sold as a whole for the best interests of all parties.

106. Interests of Tenants: It is unknown to plaintiff whether the premises are occupied by tenants. However, if said premises are occupied, the interests of the tenants are subordinate and inferior to that of the plaintiff.

107. § 846.103(2) Election: Parcel 14 subject to this foreclosure action is commercial property and/or a multifamily residence, and not owner occupied. Mortgagors agreed in writing at the time of execution of said mortgage to the provisions of § 846.103(2) of the Wisconsin Statutes, and in accordance therewith, plaintiff elects to proceed with this foreclosure action pursuant to the provisions of that section and expressly waives judgment for any deficiency which may remain due it after sale of the mortgaged premises against every party who is personally liable for the debt secured by said mortgage, unless the property is abandoned, and then plaintiff intends to proceed under § 846.102 of the Wisconsin Statutes.

**CLAIM 14**

108. Mortgage Note and Mortgages Data: The Mortgage Note "O", Mortgage "O", and other documents upon which plaintiff bases its claim are described as follows:

Date of Execution of Mortgage "O"  
and Mortgage Note "O": August 21, 2002

Mortgage "O" Recorded:

Date: September 6, 2002  
County: Milwaukee  
Document No.: 8342038

Copies of the Mortgage Note "O" and Mortgage "O" are attached hereto as Exhibit 15, respectively, and incorporated herein by reference.

109. Mortgage "O" secures real property described as:

**PARCEL 15:**

All of Lot Twenty-eight (28) and the North 10 feet of Lot Twenty-seven (27), in Block Nine (9), in North Milwaukee, Improvement Co. Subdivision No. 1, in the Southeast One-quarter (1/4) of Section Two (2), Township Seven (7) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin, excepting therefrom the East 3 feet conveyed to the City of Milwaukee For alley purposes.

P.O. Address: 4260 North 48th Street, Milwaukee, WI 53216

**PARCEL 16:**

Lot Three (3) and the South One-half (1/2) of Lot Two (2) in Block Four (4) in Lisbon Grove, in the Southwest One-quarter (1/4) of Section Fourteen (14), in Township Seven (7) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin. Also Lot One (1) in Block Seven (7) in Spring Park, being a part of the Southwest One-quarter (1/4) of Section Fourteen (14), in Township Seven (7) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin.

P.O. Address: 2473 North 57th Street, Milwaukee, WI 53210

110. Default in Payment Obligation: Mortgagors have failed to make installment payments in the amount, computed as of January 1, 2020, of the following:

Payment Arrearage:

Principal:	\$484.65
Interest:	787.23
Late Charges:	<u>1,385.96</u>
TOTAL ARREARAGE:	\$2,657.84

111. Due Plaintiff: The total amount due plaintiff from Mortgagors, computed as of January 1, 2020, is the following:

Principal:	\$56,787.15
Interest:	1,129.39
Late Charges:	<u>1,385.96</u>
TOTAL DUE:	\$59,302.50

plus interest at the rate of 5.50% per annum from February 1, 2020.

In the event plaintiff is the purchaser at Sheriff's sale, and Mortgagors has failed to pay additional monthly installments for payment of taxes and insurance, then the total of such payments which have not been made, plus funds advanced by plaintiff, shall be determined at confirmation to be due to plaintiff.

112. Plaintiff's Claim: Mortgagors duly executed the Mortgage Note "O" and Mortgage "O" for a valuable consideration. Plaintiff is the lawful owner of the Mortgage Note "O" and Mortgage "O". Mortgagors breached the terms and provisions of the Mortgage Note "O" and Mortgage "O" by:

- a. Failing to make payments as called for therein;
- b. Failing to escrow an appropriate amount for taxes;

Accordingly, plaintiff has exercised its option to declare the whole of principal and interest due and payable forthwith, notice of the exercise of such option being expressly waived in the Mortgage Note "O".

113. Sale as a Whole: Upon information and belief Parcel 15 and Parcel 16 are subject to Mortgage "O" must be sold as a whole for the best interests of all parties.

114. Interests of Tenants: It is unknown to plaintiff whether the premises are occupied by tenants. However, if said premises are occupied, the interests of the tenants are subordinate and inferior to that of the plaintiff.

115. § 846.103(2) Election: Parcel 15 and Parcel 16 subject to this foreclosure action is commercial property and/or a multifamily residence, and not owner occupied. Mortgagors agreed in writing at the time of execution of said mortgage to the provisions of § 846.103(2) of the Wisconsin Statutes, and in accordance therewith, plaintiff elects to proceed with this foreclosure action pursuant to the provisions of that section and expressly waives judgment for any deficiency which may remain due it after sale of the mortgaged premises against every party who is personally liable for the debt secured by said mortgage, unless the property is abandoned, and then plaintiff intends to proceed under § 846.102 of the Wisconsin Statutes.

**CLAIM 15**

116. Mortgage Note and Mortgages Data: The Mortgage Note "P", Mortgage "P", and other documents upon which plaintiff bases its claim are described as follows:

Date of Execution of Mortgage "P"  
and Mortgage Note "P": February 3, 2003

Mortgage "P" Recorded:

Date: April 4, 2003  
County: Milwaukee  
Document No.: 8491204

Copies of the Mortgage Note "P" and Mortgage "P" are attached hereto as Exhibit 16, respectively, and incorporated herein by reference.

117. Mortgage "P" secures real properties described as:

**PARCEL 17:**

The East 97 feet of Lot Thirteen (13) in Block Twenty-seven (27) in Henry Mann's Subdivision of a part of the Southeast One-quarter (1/4) of Section Nine (9), in Township Six (6) North, Range Twenty-two (22) East, and of Blocks Twenty-eight (28) and Thirty-five (35) in Mann's Third Subdivision in the City of Milwaukee, Milwaukee County, Wisconsin.

P.O. Address: 2991 South Herman Street, Milwaukee, WI 53207

**PARCEL 18:**

Lot Three (3) in Block Twelve (12) in Vernon Heights Continuation being a Resubdivision of Block Nine (9) and Lot One (1) in Block Eight (8) in Vernon Heights, and being also a Subdivision of a part of the Northeast One-quarter (1/4) of Section Fourteen (14), in Township Seven (7) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin.

P.O. Address: 2869 North 46th Street, Milwaukee, WI 53210

118. Default in Payment Obligation: Mortgagors have failed to make installment payments in the amount, computed as of January 1, 2020, of the following:

Payment Arrearage:

Principal:	\$338.49
Interest:	555.83
Late Charges:	<u>2,064.34</u>

TOTAL ARREARAGE: \$2,958.66

119. Due Plaintiff: The total amount due plaintiff from Mortgagors, computed as of January 1, 2020, is the following:

Principal:	\$59,145.16
Interest:	899.95
Late Charges:	<u>2,064.34</u>

TOTAL DUE: \$62,109.45

plus interest at the rate of 5.50% per annum from February 1, 2020.

In the event plaintiff is the purchaser at Sheriff's sale, and Mortgagors has failed to pay additional monthly installments for payment of taxes and insurance, then the total of such payments which have not been made, plus funds advanced by plaintiff, shall be determined at confirmation to be due to plaintiff.

120. Plaintiff's Claim: Mortgagors duly executed the Mortgage Note "P" and Mortgage "P" for a valuable consideration. Plaintiff is the lawful owner of the Mortgage Note "P" and Mortgage "P". Mortgagors breached the terms and provisions of the Mortgage Note "P" and Mortgage "P" by:

- a. Failing to make payments as called for therein;
- b. Failing to escrow an appropriate amount for taxes;
- c. Failing to pay all real estate taxes when due and owing;

Accordingly, plaintiff has exercised its option to declare the whole of principal and interest due and payable forthwith, notice of the exercise of such option being expressly waived in the Mortgage Note "P".

121. Sale as a Whole: Upon information and belief Parcel 17 and Parcel 18 subject to Mortgage "P" must be sold as a whole for the best interests of all parties.

122. Interests of Tenants: It is unknown to plaintiff whether the premises are occupied by tenants. However, if said premises are occupied, the interests of the tenants are subordinate and inferior to that of the plaintiff.

123. § 846.103(2) Election: Parcel 17 and Parcel 18 subject to this foreclosure action is commercial property and/or a multifamily residence, and not owner occupied. Mortgagors agreed in writing at the time of execution of said mortgage to the provisions of § 846.103(2) of the Wisconsin Statutes, and in accordance therewith, plaintiff elects to proceed with this foreclosure action pursuant to the provisions of that section and expressly waives judgment for any deficiency which may remain due it after sale of the mortgaged premises against every party who is personally liable for the debt secured by said mortgage, unless the property is abandoned, and then plaintiff intends to proceed under § 846.102 of the Wisconsin Statutes.

**CLAIM 16**

124. Mortgage Note and Mortgages Data: The Mortgage Note "Q", Mortgage "Q", and other documents upon which plaintiff bases its claim are described as follows:

Date of Execution of Mortgage "Q"  
and Mortgage Note "Q": July 23, 2003

Mortgage "Q" Recorded:

Date: November 12, 2003  
County: Milwaukee  
Document No.: 8679120

Copies of the Mortgage Note "Q" and Mortgage "Q" are attached hereto as Exhibit 17, respectively, and incorporated herein by reference.

125. Mortgage "Q" secures real property described as:

**PARCEL 19:**

Lot Eighteen (18), in Block Five (5), in Hampton Park, being a Subdivision of a part of the Northwest One-quarter (1/4) of Section Three (3), in Township Seven (7) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin.

P.O. Address: 4709 North 71st Street, Milwaukee, WI 53218

126. Default in Payment Obligation: Mortgagors have failed to make installment payments in the amount, computed as of January 1, 2020, of the following:

Payment Arrearage:

Principal: \$398.14  
Interest: 678.89  
Late Charges: 702.49

TOTAL ARREARAGE: \$2,154.52

127. Due Plaintiff: The total amount due plaintiff from Mortgagors, computed as of January 1, 2020, is the following:

Principal:	\$48,204.08
Interest:	745.17
Late Charges:	702.49
 TOTAL DUE:	 \$50,026.74

plus interest at the rate of 5.50% per annum from February 1, 2020.

In the event plaintiff is the purchaser at Sheriff's sale, and Mortgagors has failed to pay additional monthly installments for payment of taxes and insurance, then the total of such payments which have not been made, plus funds advanced by plaintiff, shall be determined at confirmation to be due to plaintiff.

128. Plaintiff's Claim: Mortgagors duly executed the Mortgage Note "Q" and Mortgage "Q" for a valuable consideration. Plaintiff is the lawful owner of the Mortgage Note "Q" and Mortgage "Q". Mortgagors breached the terms and provisions of the Mortgage Note "Q" and Mortgage "Q" by:

- a. Failing to make payments as called for therein;
- b. Failing to escrow an appropriate amount for taxes;
- c. Failing to pay all real estate taxes when due and owing;

Accordingly, plaintiff has exercised its option to declare the whole of principal and interest due and payable forthwith, notice of the exercise of such option being expressly waived in the Mortgage Note "Q".

129. Sale as a Whole: Upon information and belief Parcel 21 subject to Mortgage "Q" must be sold as a whole for the best interests of all parties.

130. Interests of Tenants: It is unknown to plaintiff whether the premises are occupied by tenants. However, if said premises are occupied, the interests of the tenants are subordinate and inferior to that of the plaintiff.

131. § 846.103(2) Election: Parcel 21 subject to this foreclosure action is commercial property and/or a multifamily residence, and not owner occupied. Mortgagors agreed in writing at the time of execution of said mortgage to the provisions of § 846.103(2) of the Wisconsin Statutes, and in accordance therewith, plaintiff elects to proceed with this foreclosure action pursuant to the provisions of that section and expressly waives judgment for any deficiency which may remain due it after sale of the mortgaged premises against every party who is personally liable for the debt secured by said mortgage, unless the property is abandoned, and then plaintiff intends to proceed under § 846.102 of the Wisconsin Statutes.

CLAIM 17

132. Mortgage Note and Mortgages Data: The Mortgage Note "R", Mortgage "R", and other documents upon which plaintiff bases its claim are described as follows:

Date of Execution of Mortgage "R"  
and Mortgage Note "R": August 27, 2003

Mortgage "R" Recorded:

Date: December 8, 2003  
County: Milwaukee  
Document No.: 8697325

Copies of the Mortgage Note "R", Mortgage "R", Modification Agreement and Loan Extension Agreements are attached hereto as Exhibit 18, respectively, and incorporated herein by reference.

133. Mortgage "R" secures real property described as:

PARCEL 20:

The East 40 feet of the West 90 feet of the South 7.56 feet of the North 73.56 feet of Lot Two (2), in Charlotte A. Quentin's Subdivision, in the Northwest One-quarter (1/4) of Section Thirty-one (31), Township Eight (8) North, Range Twenty-two (22) East, in the City of Milwaukee, Milwaukee County, Wisconsin.

ALSO:

The East 125 feet of the West 175 feet of the North 66 feet of Lot Two (2), in the Charlotte A. Quentin's Subdivision, in the Northwest One-quarter (1/4) of Section Thirty-one (31), Township Eight (8) North, Range Twenty-two (22) East, in the City of Milwaukee, Milwaukee County, Wisconsin.

ALSO:

The South 30 feet of the East 130 feet of the West 180 feet of Lot One (1), in Charlotte A. Quentin's Subdivision, of a portion of the Northwest One-quarter (1/4) of Section Thirty-one (31), Township Eight (8) North, Range Twenty-two (22) East, in the City of Milwaukee, Milwaukee County, Wisconsin.

P.O. Address: 5480 North 27th Street, Milwaukee, WI 53209

134. Default in Payment Obligation: Mortgagors have failed to make installment payments in the amount, computed as of January 1, 2020, of the following:

Payment Arrearage:

Principal:	\$156.15
Interest:	258.39
Late Charges:	<u>601.90</u>
TOTAL ARREARAGE:	\$1,016.44

135. Due Plaintiff: The total amount due plaintiff from Mortgagors, computed as of January 1, 2020, is the following:

Principal:	\$27,520.17
Interest:	444.00
Late Charges:	<u>601.90</u>
TOTAL DUE:	\$28,566.07

plus interest at the rate of 5.50% per annum from February 1, 2020.

In the event plaintiff is the purchaser at Sheriff's sale, and Mortgagors has failed to pay additional monthly installments for payment of taxes and insurance, then the total of such payments which have not been made, plus funds advanced by plaintiff, shall be determined at confirmation to be due to plaintiff.

136. Plaintiff's Claim: Mortgagors duly executed the Mortgage Note "R" and Mortgage "R" for a valuable consideration. Plaintiff is the lawful owner of the Mortgage Note "R" and Mortgage "R". Mortgagors breached the terms and provisions of the Mortgage Note "R" and Mortgage "R" by:

- a. Failing to make payments as called for therein;
- b. Failing to escrow an appropriate amount for taxes;
- c. Failing to pay all real estate taxes when due and owing;

Accordingly, plaintiff has exercised its option to declare the whole of principal and interest due and payable forthwith, notice of the exercise of such option being expressly waived in the Mortgage Note "R".

137. Sale as a Whole: Upon information and belief Parcel 20 subject to Mortgage "R" must be sold as a whole for the best interests of all parties.

138. Interests of Tenants: It is unknown to plaintiff whether the premises are occupied by tenants. However, if said premises are occupied, the interests of the tenants are subordinate and inferior to that of the plaintiff.

139. § 846.103(2) Election: Parcel 20 subject to this foreclosure action is commercial property and/or a multifamily residence, and not owner occupied. Mortgagors agreed in writing at the time of execution of said mortgage to the provisions of § 846.103(2) of the Wisconsin Statutes, and in accordance therewith, plaintiff elects to proceed with this foreclosure action pursuant to the provisions of that section and expressly waives judgment for any deficiency which may remain due it after sale of the mortgaged premises against every party who is personally liable for the debt secured by said mortgage, unless the property is abandoned, and then plaintiff intends to proceed under § 846.102 of the Wisconsin Statutes.

With Respect to Claim 1 through Claim 17, Plaintiff demands Judgment of foreclosure and sale of said mortgaged properties as provided by law and in accordance with § 846.103(2) of the Wisconsin Statutes, unless the property is abandoned, and then plaintiff intends to proceed under § 846.102 of the Wisconsin Statutes; that the amounts due the plaintiff for principal, interest, taxes, insurance, title expense, costs, disbursements and attorneys fees be adjudged and determined, as well as the unpaid taxes against said property; that the defendants and all persons claiming under them be barred and foreclosed of all right, title, claim, lien and equity of redemption in said property, except the right to redeem the same as provided by law; that said property be adjudged to be sold unless redeemed within the time and in the manner provided by law; that the amounts due plaintiff with interest thereon to time of sale or redemption and such additional amounts as the plaintiff may advance for payment of taxes, insurance, title expense, maintenance and repairs on said property with interest thereon as allowed by law from the date of Judgment, be paid out of the proceeds of such sale so far as the monies arising out of such sale and proceeds applicable thereto will pay the same; that the defendants be enjoined from committing waste upon said property or doing any other act that may impair the value of the same between the date of said Judgment and the date sale of said property is confirmed by this Court; that in the event there is a sale of said property as aforesaid, all of the defendants and all persons claiming under them be barred and foreclosed of all right, title and equity of redemption in and to said property; and that the plaintiff may have such other and further order, Judgment and relief as is provided by law in such cases and that is just and equitable.

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William F. Bruss  
State Bar No. 1023187  
Attorney For Plaintiff WaterStone Bank SSB

P.O. ADDRESS:

11200 West Plank Court, Suite 100  
Wauwatosa, WI 53226

(414) 459-4116 - Telephone  
(414) 258-9016 - Facsimile  
[wbruss@wsbonline.com](mailto:wbruss@wsbonline.com)

ISSUED BY LAND TITLE SERVICES, INC.

FIRST AMERICAN TITLE INSURANCE COMPANY

COMMITMENT NO.

\*\*REQUIREMENTS\*\*

Schedule B Part I

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - A. Sheriff's Deed by the Sheriff of Milwaukee County to WaterStone Bank SSB, or their assignee.
- 5. Mortgage from Dennis G. Witthun, married to Wauwatosa Savings Bank for \$40,000.00 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on January 10, 2001 as Document No. 8009369. (Parcel 1)

Assumption Agreement by and between WaterStone Bank SSB, Dennis Witthun and Todd A. Brunner, dated December 31, 2009 and recorded on February 17, 2010, as Document No. 9846382. (Parcel 1)

AND

Mortgage from Dennis G. Witthun, married to Wauwatosa Savings Bank for \$109,200.00 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on March 10, 2004 as Document No. 8744707. (Parcel 2)

Assumption Agreement by and between WaterStone Bank SSB, Dennis Witthun and Todd A. Brunner, dated December 31, 2009 and recorded on February 17, 2010, as Document No. 9846553. (Parcel 2)

AND

Mortgage from Dennis G. Witthun, married to Wauwatosa Savings Bank for \$49,900.00 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on July 30, 2002 as Document No. 8322112. (Parcel 3)

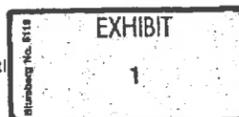
Assumption Agreement by and between WaterStone Bank SSB, Dennis Witthun and Todd A. Brunner, dated December 31, 2009 and recorded on February 17, 2010, as Document No. 9846378. (Parcel 3)

AND

Mortgage from Todd A. Brunner to Wauwatosa Savings Bank for \$108,400.00 dated June 3, 2003 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on November 7, 2003 as Document No. 8674463. (Parcels 5 and 6)

AND

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This commitment is not valid without the Notice; the commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.



## Schedule B Part I, CONTINUED

## COMMITMENT NO. 12400810M Revision No. 4

Mortgage from Todd A. Brunner, married to Wauwatosa Savings Bank for \$53,000.00 dated January 22, 2001 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on March 6, 2001 as Document No. 8031651. (Parcel 7)

AND

Mortgage from Todd Brunner a/k/a Todd A. Brunner, married to Wauwatosa Savings Bank for \$36,000.00 dated June 21, 2001 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on July 5, 2001 as Document No. 8095149. (Parcel 8)

AND

Mortgage from Todd Brunner, married to Wauwatosa Savings Bank for \$32,000.00 dated August 1, 2001 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on September 12, 2001 as Document No. 8132755. (Parcel 9)

AND

Mortgage from Todd A. Brunner, married to Wauwatosa Savings Bank for \$38,500.00 dated December 3, 2001 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on April 22, 2002 as Document No. 8267530. (Parcel 10)

AND

Mortgage from Todd A. Brunner to Wauwatosa Savings Bank for \$21,900.00 dated December 3, 2001 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on January 23, 2002 as Document No. 8208923. (Parcel 11)

AND

Mortgage from Todd A. Brunner, married to Wauwatosa Savings Bank for \$22,700.00 dated December 3, 2001 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on January 23, 2002 as Document No. 8208920. (Parcel 12)

AND

Mortgage from Todd A. Brunner, married to Wauwatosa Savings Bank for \$28,100.00 dated December 3, 2001 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on January 23, 2002 as Document No. 8208926. (Parcel 13)

AND

Mortgage from Todd A. Brunner, married to Wauwatosa Savings Bank for \$30,700.00 dated February 14, 2002 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on May 10, 2002 as Document No. 8278837. (Parcel 14)

AND

Mortgage from Todd Brunner, married to Wauwatosa Savings Bank for \$72,700.00 dated May 23, 2002 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on June 5, 2002 as Document No. 8291303. (Parcel 15)

## Schedule B Part I, CONTINUED

## COMMITMENT NO. 12400810M Revision No. 4

AND

Mortgage from Todd A. Brunner, married to Wauwatosa Savings Bank for \$76,100.00 dated August 21, 2002 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on September 6, 2002 as Document No. 8342038. (Parcels 4 and 16)

AND

Mortgage from Todd A. Brunner, married to Wauwatosa Savings Bank for \$130,700.00 dated February 3, 2003 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on April 4, 2003 as Document No. 8491204. (Parcels 17 and 18)

AND

Mortgage from Todd Brunner, married to Wauwatosa Savings Bank for \$84,700.00 dated July 23, 2003 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on November 12, 2003 as Document No. 8679120. (Parcel 19)

AND

Mortgage from Todd A. Brunner, married to Wauwatosa Savings Bank for \$78,000.00 dated August 27, 2003 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on December 8, 2003 as Document No. 8697325. (Parcel 20)

AND

Mortgage from Todd Brunner a/k/a Todd A. Brunner, Sharon Brunner, and Investments Specialists of Pewaukee LLC, to WaterStone Bank SSB recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on July 10, 2015 as Document No. 10478396. (Parcels 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20)

NOTE: Wauwatosa Savings Bank now known as WaterStone Bank SSB.

An action to foreclose the above described mortgage shall be commenced and duly prosecuted to judgment, sheriff's sale and confirmation. All persons and entities having any interest subordinate to said mortgage and who are necessary parties shall be named as parties defendant. Although this commitment does not assure the validity, enforceability or priority of said mortgage, the following are the only liens and encumbrances against, and conveyances by the mortgagor which have become a matter of record since the date on which said mortgage was recorded:

(a) Quit Claim Deed from Dennis G. Withun to Todd A. Brunner dated December 31, 2009 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on February 17, 2010 as Document No. 9846381. (Parcel 1)

(b) Quit Claim Deed from Todd A. Brunner to Outer Limits Investments, LLC dated August 15, 2010 and recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on October 20, 2010 as Document No. 9928497. (Parcel 1)

(c) Quit Claim Deed from Outer Limits Investments, LLC to Todd A. Brunner dated April 13, 2011 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on April 22, 2011 as Document No. 9990447. (Parcel 1)

## COMMITMENT NO. 12400810M Revision No. 4

## Schedule B Part I, CONTINUED

- (d) Quit Claim Deed from Todd Brunner to Shawn Brunner dated July 8, 2014 and recorded on July 14, 2014 as Document No. 10375871. (Parcel 1)
- (e) Quit Claim Deed from Dennis G. Witthun to Todd A. Brunner dated December 31, 2009 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on February 17, 2010 as Document No. 9846552. (Parcel 2)
- (f) Quit Claim Deed from Todd A. Brunner to Outer Limits Investments, LLC dated August 15, 2010 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on November 17, 2010 as Document No. 9940388. (Parcel 2)
- (g) Quit Claim Deed Outer Limits Investments, LLC to Todd A. Brunner dated April 13, 2011 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on April 22, 2011 as Document No. 9990439. (Parcel 2)
- (h) Quit Claim Deed from Todd Brunner to Shawn Brunner dated July 8, 2014 and recorded on July 14, 2014 as Document No. 10375874. (Parcel 2)
- (i) Quit Claim Deed from Dennis G. Witthun to Todd A. Brunner dated December 31, 2009 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on February 17, 2010 as Document No. 9846377. (Parcel 3)
- (j) Quit Claim Deed from Todd A. Brunner to Outlimits Investments, LLC dated August 15, 2010 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on October 20, 2010 as Document No. 9928492. (Parcel 3)
- (k) Quit Claim Deed from Outer Limits Investments, LLC to Todd A. Brunner dated April 13, 2011 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on May 6, 2011 as Document No. 9994121. (Parcel 3)
- (l) Quit Claim Deed from Todd Brunner to Shawn Brunner dated July 8, 2014 and recorded on July 14, 2014 as Document No. 10375860. (Parcel 3)
- (m) Quit Claim Deed from Todd Brunner to Shawn Brunner dated July 8, 2014 and recorded on July 14, 2014 as Document No. 10375865. (Parcel 4)
- (n) Quit Claim Deed from Todd A. Brunner to Outer Limits Investments, LLC dated August 15, 2010 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on October 5, 2010 as Document No. 9922422. (Parcel 5)
- (o) Quit Claim Deed from Outer Limits Investments, LLC to Todd A. Brunner dated April 13, 2011 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on April 22, 2011 as Document No. 9990425. (Parcel 5)
- (p) Quit Claim Deed from Todd Brunner to Shawn Brunner dated July 8, 2014 and recorded on July 14, 2014 as Document No. 10375881. (Parcel 5)
- (q) Quit Claim Deed from Todd A. Brunner to Outer Limits Investments, LLC dated August 15, 2010 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on October 20, 2010 as Document No. 9928498. (Parcel 6)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This commitment is not valid without the Notice; the commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

## Schedule B Part I, CONTINUED

**COMMITMENT NO. 12400810M Revision No. 4**

(r) Quit Claim Deed from Outer Limits Investments, LLC to Todd A. Brunner dated April 22, 2011 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on May 6, 2011 as Document No. 9994147. (Parcel 6)

(s) Quit Claim Deed from Todd Brunner to Shawn Brunner dated July 8, 2014 and recorded on July 14, 2014 as Document No. 10375867. (Parcel 6)

(t) Quit Claim Deed from Todd A. Brunner to Outer Limits Investments, LLC dated August 15, 2010 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on October 20, 2010 as Document No. 9928499. (Parcel 7)

(u) Quit Claim Deed from Outer Limits Investments, LLC to Todd A. Brunner dated May 4, 2011 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on May 16, 2011 as Document No. 9996973. (Parcel 7)

(v) Quit Claim Deed from Todd Brunner to Shawn Brunner dated July 8, 2014 and recorded on July 14, 2014 as Document No. 10375873. (Parcel 7)

(w) Quit Claim Deed from Todd A. Brunner to Outer Limits Investments, LLC dated August 15, 2010 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on October 20, 2010 as Document No. 9928500. (Parcel 8)

(x) Quit Claim Deed from Outer Limits Investments, LLC to Todd A. Brunner dated May 11, 2011 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on May 16, 2011 as Document No. 9996971. (Parcel 8)

(y) Quit Claim Deed from Todd Brunner to Shawn Brunner dated July 8, 2014 and recorded on July 14, 2014 as Document No. 10375872. (Parcel 8)

(z) Quit Claim Deed from Todd A. Brunner to Outer Limits Investments, LLC dated August 15, 2010 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on October 20, 2010 as Document No. 9928501. (Parcel 9)

(aa) Quit Claim Deed from Outer Limits Investments, LLC to Todd A. Brunner dated May 11, 2011 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on May 23, 2011 as Document No. 9998971. (Parcel 9)

(bb) Quit Claim Deed from Todd Brunner to Shawn Brunner dated July 8, 2014 and recorded on July 14, 2014 as Document No. 10375879. (Parcel 9)

(cc) Quit Claim Deed from Todd Brunner to Shawn Brunner dated July 8, 2014 and recorded on July 14, 2014 as Document No. 10375870. (Parcel 10)

(dd) Quit Claim Deed from Todd A. Brunner to Outer Limits Investments, LLC dated August 15, 2010 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on October 5, 2010 as Document No. 9922423. (Parcel 11)

(ee) Quit Claim Deed from Outer Limits Investments, LLC to Todd A. Brunner dated April 13, 2011 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on April 22, 2011 as Document No. 9990408. (Parcel 11)

**COMMITMENT NO. 12400810M Revision No. 4**

## Schedule B Part I, CONTINUED

(ff) Quit Claim Deed from Todd Brunner to Shawn Brunner dated July 8, 2014 and recorded on July 14, 2014 as Document No. 10375880. (Parcel 11)

(gg) Quit Claim Deed from Todd A. Brunner to Outerlimits Investments, LLC dated August 15, 2010 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on October 20, 2010 as Document No. 9928493. (Parcel 12)

(hh) Quit Claim Deed from Outer Limits Investments, LLC to Todd A. Brunner dated April 13, 2011 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on April 22, 2011 as Document No. 9990426. (Parcel 12)

(ii) Quit Claim Deed from Todd Brunner to Shawn Brunner dated July 8, 2014 and recorded on July 14, 2014 as Document No. 10375877. (Parcel 12)

(jj) Quit Claim Deed from Todd A. Brunner to Outerlimits Investments, LLC dated August 15, 2010 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on October 20, 2010 as Document No. 9928494. (Parcel 13)

(kk) Quit Claim Deed from Outer Limits Investments, LLC to Todd A. Brunner dated April 13, 2011 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on April 22, 2011 as Document No. 9990409. (Parcel 13)

(ll) Quit Claim Deed from Todd Brunner to Shawn Brunner dated July 8, 2014 and recorded on July 14, 2014 as Document No. 10375864. (Parcel 13)

(mm) Quit Claim Deed from Todd A. Brunner to Outerlimits Investments, LLC dated August 15, 2010 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on October 20, 2010 as Document No. 9928495. (Parcel 14)

(nn) Quit Claim Deed from Outer Limits Investments, LLC to Todd A. Brunner dated April 13, 2011 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on April 22, 2011 as Document No. 9990442. (Parcel 14)

(oo) Quit Claim Deed from Todd Brunner to Shawn Brunner dated July 8, 2014 and recorded on July 14, 2014 as Document No. 10375878. (Parcel 14)

(pp) Quit Claim Deed from Todd A. Brunner to Outerlimits Investments, LLC dated August 15, 2010 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on October 20, 2010 as Document No. 9928496. (Parcel 15)

(qq) Quit Claim Deed from Outer Limits Investments, LLC to Todd A. Brunner dated April 13, 2011 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on May 6, 2011 as Document No. 9994123. (Parcel 15)

(rr) Quit Claim Deed from Todd Brunner to Shawn Brunner dated July 8, 2014 and recorded on July 14, 2014 as Document No. 10375862. (Parcel 15)

(ss) Quit Claim Deed from Todd Brunner to Shawn Brunner dated July 8, 2014 and recorded on July 14, 2014 as Document No. 10375861. (Parcel 16)

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**COMMITMENT NO. 12400810M Revision No. 4**

## Schedule B Part I, CONTINUED

- (tt) Quit Claim Deed from Todd A. Brunner to Outer Limits Investments, LLC dated August 15, 2010 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on October 5, 2010 as Document No. 9922442. (Parcel 17)
- (uu) Quit Claim Deed from Outer Limits Investments, LLC to Todd A. Brunner dated April 13, 2011 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on April 22, 2011 as Document No. 9990417. (Parcel 17)
- (vv) Quit Claim Deed from Todd Brunner to Shawn Brunner dated July 8, 2014 and recorded on July 14, 2014 as Document No. 10375863. (Parcel 17)
- (ww) Quit Claim Deed from Todd Brunner to Shawn Brunner dated July 8, 2014 and recorded on July 14, 2014 as Document No. 10375875. (Parcel 18)
- (xx) Quit Claim Deed from Todd A. Brunner to Outer Limits Investments, LLC dated August 15, 2010 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on October 5, 2010 as Document No. 9922443. (Parcel 19)
- (yy) Quit Claim Deed from Outer Limits Investments, LLC to Todd A. Brunner dated April 13, 2011 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on April 22, 2011 as Document No. 9990445. (Parcel 19)
- (zz) Quit Claim Deed from Todd Brunner to Shawn Brunner dated July 8, 2014 and recorded on July 14, 2014 as Document No. 10375866. (Parcel 19)
- (aaa) Quit Claim Deed from Todd A. Brunner to Outerlimits Investments, LLC dated August 15, 2010 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on November 17, 2010 as Document No. 9940403. (Parcel 20)
- (bbb) Quit Claim Deed from Outer Limits Investments, LLC to Todd A. Brunner dated April 13, 2011 and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on May 6, 2011 as Document No. 9994150. (Parcel 20)
- (ccc) Quit Claim Deed from Todd Brunner to Shawn Brunner dated July 8, 2014 and recorded on July 14, 2014 as Document No. 10375868. (Parcel 20)
- (ddd) Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on September 20, 2012, Case No. 11CV6597, in favor of Anchorbank FSB, 25 W Main St, Madison, WI 53703, creditor, vs. Todd A Brunner, N39 W27051 Glacier Rd, Pewaukee, WI 53072, debtor, in the sum of \$2,417,211.88. Attorney: John R Schreiber.
- (eee) Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on October 2, 2012, Case No. 12CV8156, in favor of Anchorbank FSB, 25 W Main St, Madison WI 53703, creditor, vs. Dennis G, Witthun, Jr, W208 N2327 Shelley Lynn Drive, Pewaukee, WI 53072, debtor, in the sum of \$71,243.91. Attorney: John R Schreiber.
- (fff) Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on September 25, 2012, Case No. 12CV8696, in favor of City of Milwaukee, 200 E Wells St, Milwaukee, WI 53202, creditor, vs. Todd A Brunner, N39 W27051 Glacier Rd, Pewaukee, WI 53072, debtor, in the sum of \$52,000.58. Attorney: Kevin T White.

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## COMMITMENT NO. 12400810M Revision No. 4

## Schedule B Part I, CONTINUED

(ggg) Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on September 25, 2012, Case No. 12TJ1671, in favor of City of Milwaukee, 200 E Wells St, Milwaukee, WI 53202, creditor, vs. Todd A Brunner, N39W27051 Glacier Rd, Pewaukee, WI 53072, debtor, in the sum of \$1,860.00. Attorney: Grant F Langley.

(hhh) Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on October 1, 2012, Case No. 12TJ1711, in favor of City of Milwaukee, 200 E Wells St, Milwaukee, WI 53202, creditor, vs. Todd A Brunner, N39W27051 Glacier Rd, Pewaukee, WI 53072, debtor, in the sum of \$1,260.00. Attorney: Grant F Langley.

(iii) Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on October 9, 2012, Case No. 12TJ1760, in favor of City of Milwaukee, 200 E. Wells St, Milwaukee, WI 53202, creditor, vs. Todd A Brunner, N39W27051 Glacier Rd, Pewaukee, WI 53072, debtor, in the sum of \$5,670.00. Attorney: Grant F Langley.

(jjj) Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on October 15, 2012, Case No. 12TJ1795, in favor of City of Milwaukee, 200 E. Wells St, Milwaukee, WI 53202, creditor, vs. Todd A Brunner, N39W27051 Glacier Rd, Pewaukee, WI 53072, debtor, in the sum of \$6,660.00. Attorney: Grant F. Langley.

(kkk) Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on October 24, 2012, Case No. 12TJ1799, in favor of Layton State Bank, 4850 S Moorland Rd, New Berlin, WI 53151, creditor, vs. Todd A Brunner, N39W27051 Glacier Rd, Pewaukee, WI 53072, debtor, in the sum of \$1,970,853.06. Attorney: Daniel J Habeck.

(lll) Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on January 4, 2013, Case No. 13TJ81, in favor of City of Milwaukee, 200 E. Wells St, Milwaukee, WI 53202, creditor, vs. Todd A Brunner, 700 N Water St, Apt. 400, Milwaukee, WI 53202, debtor, in the sum of \$9,980.00. Attorney: Grant F Langley.

(mmm) Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on April 25, 2011, Case No. 11TJ342, in favor of Fond du Lac County Economic Development Corporation, 140 N. Main St., Fond du Lac, WI 54936, creditor, vs. Todd Brunner, N39 W27051 Glacier Rd., Pewaukee, WI 53072, and Dennis Witthun, N268 N2327 Shelley Lynn Dr., Pewaukee, WI 53072 debtor, in the sum of \$102,884.31. Attorney: Steven R. Sorenson.

(nnn) Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on March 21, 2011, Case No. 11TJ242, in favor of First Business Bank, 18500 W Corporate Dr, Brookfield, WI 53045, creditor, vs. Todd A Brunner, N39 W27051 Glacier Rd, Pewaukee, WI 53072, debtor, in the sum of \$2,206,718.46. Attorney: Dino Antonopoulos.

(ooo) Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on May 17, 2011, Case No. 11CV463, in favor of City of Milwaukee, 200 E Wells St, Milwaukee, WI 53202, creditor, vs. Todd A Brunner, N39 W27051 Glacier Rd, Pewaukee, WI 53072, debtor, in the sum of \$157,857.61. Attorney: Kevin T White.

(ppp) Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on June 7, 2011, Case No. 11TJ456, in favor of KH Water Specialists, P O Box 299, Mukwonago, WI 53149, creditor, vs. Todd A Bruner, N39 W27051 Glacier Rd, c/o Dennis G. Witthun, Pewaukee, WI 53072, debtor, in the sum of \$2,021.83. Attorney: Steven Allan Koch

## COMMITMENT NO. 12400810M Revision No. 4

## Schedule B Part I, CONTINUED

(qqq) Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on March 20, 2013, Case No. 13TJ483, in favor of City of Milwaukee, 200 E. Wells St, Milwaukee, WI 53202, creditor, vs. Todd A Brunner, N39W27051 Glacier Rd, Pewaukee, WI 53072, debtor, in the sum of \$15,010.00. Attorney: Grant F Langley

(rrr) Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on March 21, 2013, Case No. 13TJ86, in favor of Milwaukee City, 200 East Wells St, Milwaukee, WI 53202, creditor, vs. Todd Brunner, N39 W27051 Glacier Rd, Pewaukee, WI 53072, debtor, in the sum of \$52,000.58. Attorney: Kevin T. White.

(sss) Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on June 26, 2013, Case No. 13TJ1020, in favor of City of Milwaukee, 200 E Wells St, Milwaukee, WI 53202, creditor, vs. Todd A. Brunner, 700 N Water St, Apt. 400, Milwaukee, WI 53202, debtor, in the sum of \$14,060.00. Attorney: Grant Frederick Langley

(ttt) Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on February 24, 2014, Case No. 14TJ443, in favor of City of Milwaukee, 200 E Wells St, Milwaukee, WI 53202, creditor, vs. Todd A. Brunner, N39W27051 Glacier Rd, Pewaukee, WI 53072, debtor, in the sum of \$5,010.00. Attorney: Grant Frederick Langley

(uuu) Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on May 20, 2013, Case No. 13TJ826, in favor of City of Milwaukee, 200 E Wells St, Milwaukee, WI 53202, creditor, vs. Todd A. Brunner, 700 N Water St, Apt 400, Milwaukee, WI 53202, debtor, in the sum of \$10,010.00. Attorney: Grant Frederick Langley

(vvv) Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on March 5, 2014, Case No. 14TJ500, in favor of City of Milwaukee, 200 E Wells St, Milwaukee, WI 53202, creditor, vs. Todd A. Brunner, N39W27051 Glacier Rd, Pewaukee, WI 53072, debtor, in the sum of \$10,010.00. Attorney: Grant Frederick Langley

(www) Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on June 17, 2014, Case No. 14CV2737, in favor of Milwaukee City, 200 E Wells St, Milwaukee, WI 53202, creditor, vs. Todd A. Brunner, N39W27051 Glacier Rd, Pewaukee, WI 53072, debtor, in the sum of \$18,408.43. Attorney: Kevin Thomas White

(xxx) Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on October 22, 2013, Case No. 13TJ1766, in favor of City of Milwaukee, 200 E Wells St, Milwaukee, WI 53202, creditor, vs. Todd A. Brunner, N39W27051 Glacier Rd, Pewaukee, WI 53072, debtor, in the sum of \$5,010.00. Attorney: Grant Frederick Langley

(yyy) Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on , Case No. 14TJ1806, in favor of City of Milwaukee, 200 E Wells St, Milwaukee, WI 53202, creditor, vs. Todd A. Brunner, N39W27051 Glacier Rd, Pewaukee, WI 53072, debtor, in the sum of \$10,010.00. Attorney: Grant Frederick Langley

(zzz) Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on August 11, 2014, Case No. 14TJ1578, in favor of City of Milwaukee, 200 E Wells St, Milwaukee, WI 53202, creditor, vs. Todd A. Brunner, N39W27051 Glacier Rd, Pewaukee, WI 53072, debtor, in the sum of \$10,010.00. Attorney: Grant Frederick Langley

## COMMITMENT NO. 12400810M Revision No. 4

## Schedule B Part I, CONTINUED

(aaaa) Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on July 29, 2014, Case No. 14TJ1477, in favor of West Allis City, 7525 W Greenfield Ave, West Allis, WI 53214, creditor, vs. Todd A. Brunner, N39 W27051 Glacier Rd, Pewaukee, WI 53072, debtor, in the sum of \$7,510.00. Attorney: Scott Edward Post

(bbbb) Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on January 2, 2014, Case No. 14TJ37, in favor of City of Milwaukee, 200 E Wells St, Milwaukee, WI 53202, creditor, vs. Todd A. Brunner, N39W27051 Glacier Rd, Pewaukee, WI 53072, debtor, in the sum of \$5,010.00. Attorney: Grant Frederick Langley

(cccc) Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on September 11, 2013, Case No. 13TJ1525, in favor of City of Milwaukee, 200 E Wells St, Milwaukee, WI 53202, creditor, vs. Todd A. Brunner, N39W27051 Glacier Rd, Pewaukee, WI 53072, debtor, in the sum of \$7,510.00. Attorney: Grant Frederick Langley

(dddd) Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on June 4, 2014, Case No. 14TJ1181, in favor of City of Milwaukee, 200 E Wells St, Milwaukee, WI 53202, creditor, vs. Todd A. Brunner, N39W27051 Glacier Rd, Pewaukee, WI 53072, debtor, in the sum of \$8,860.00. Attorney: Grant Frederick Langley

(eeee) Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on May 9, 2014, Case No. 13CV4223, in favor of Securant Bank & Trust, 6001 W. Capitol Drive, Milwaukee, WI 53216, creditor, vs. Todd A. Brunner, N39 W27051 Glacier Road, Pewaukee, WI 53072, debtor, in the sum of \$2,844,337.38. Attorney: Joseph E. Fenzel

(ffff) Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on January 10, 2014, Case No. 14TJ134, in favor of City of Milwaukee, 200 E Wells St, Milwaukee, WI 53202, creditor, vs. Todd A. Brunner, N39W27051 Glacier Rd, Pewaukee, WI 53072, debtor, in the sum of \$10,010.00. Attorney: Grant Frederick Langley

(gggg) Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on June 11, 2013, Case No. 13TJ938, in favor of City of Milwaukee, 200 E Wells St, Milwaukee, WI 53202, creditor, vs. Todd A. Brunner, 700 N Water St, Apt 400, Milwaukee, WI 53202, debtor, in the sum of \$10,010.00. Attorney: Grant Frederick Langley

(hhhh) Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on August 5, 2013, Case No. 13TJ1270, in favor of City of Milwaukee, 200 E Wells St, Milwaukee, WI 53202, creditor, vs. Todd A. Brunner, N39W27051 Glacier Rd, Pewaukee, WI 53072, debtor, in the sum of \$10,010.00. Attorney: Grant Frederick Langley

(iiii) Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on April 15, 2013, Case No. 13TJ623, in favor of City of Milwaukee, 200 E Wells St, Milwaukee, WI 53202, creditor, vs. Todd A. Brunner, N39W27051 Glacier Rd, Pewaukee, WI 53072, debtor, in the sum of \$10,010.00. Attorney: Grant Frederick Langley

(jjjj) Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on January 2, 2014, Case No. 14TJ71, in favor of City of Milwaukee, 200 E Wells St, Milwaukee, WI 53202, creditor, vs. Todd A. Brunner, N39W27051 Glacier Rd, Pewaukee, WI 53072, debtor, in the sum of \$5,010.00. Attorney: Grant Frederick Langley

## COMMITMENT NO. 12400810M Revision No. 4

## Schedule B Part I, CONTINUED

(kkkk) Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on May 22, 2013, Case No. 13TJ840, in favor of City of Milwaukee, 200 E Wells St, Milwaukee, WI 53202, creditor, vs. Todd A. Brunner, 700 N Water St, Apt 400, Milwaukee, WI 53202, debtor, in the sum of \$1,560.00. Attorney: Grant Frederick Langley

(llll) Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on August 13, 2015, Case No. 15SC18832, in favor of Milwaukee City, 200 E Wells St, Milwaukee, WI 53202, creditor, vs. Shawn Brunner, N39 W27051 Glacier Rd, Pewaukee, WI 53072, debtor, in the sum of \$2,076.02. Attorney: Kevin Thomas White

(mmmm) Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on June 11, 2013, Case No. 13TJ939, in favor of City of Milwaukee, 200 E Wells St, Milwaukee, WI 53202, creditor, vs. Shawn Brunner, 2725 N 53 St, Milwaukee, WI 53210, debtor, in the sum of \$1,910.00. Attorney: Grant Frederick Langley

(nnnn) Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on October 3, 2013, Case No. 13SC23256, in favor of Milwaukee City, 200 E Wells St, Milwaukee, WI 53202, creditor, vs. Shawn A. Brunner, N39 W27051 Glacier Rd, Pewaukee, WI 53072, debtor, in the sum of \$1,800.75. Attorney: Kevin Thomas White

(oooo) Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on September 7, 2012, Case No. 12TJ1513, in favor of City of Milwaukee, 200 E Wells St, Milwaukee, WI 53202, creditor, vs. Shawn Albert Brunner, PO Box 252, Hartland, WI 53029, debtor, in the sum of \$640.00. Attorney: Grant Frederick Langley

(pppp) Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on June 9, 2015, Case No. 15TJ1011, in favor of City of Milwaukee, 200 E Wells St, Milwaukee, WI 53202, creditor, vs. Shawn Albert Brunner, N39W27051 Glacier Rd, Pewaukee, WI 53072, debtor, in the sum of \$640.00. Attorney: Grant Frederick Langley

(qqqq) Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on August 13, 2018, Case No. 18TJ674, in favor of City of Milwaukee, 200 E Wells St, Milwaukee, WI 53202, creditor, vs. Shawn Albert Brunner, N46 W29247 Capitol Drv, Hartland, WI 53029-2246, debtor, in the sum of \$1,190.00. Attorney: Grant Frederick Langley

6. The spouse, if any of Shawn Brunner shall be named as a party defendant in the foreclosure action called for herein in order to terminate any right, title or interest the spouse may have by reason of Chapter 766, WIS. STAT. If it is not known whether the person by whom title is held is married, or if the name of the spouse is not known, such spouse, if any, shall be designated by fictitious name and made a party defendant pursuant to Section 807.12, Wisconsin.
7. Proof of payment of General and Special Taxes and Assessments for the year 2018. (Parcels 1, 2, 3, 7, 10, 11, 12, 13, 14, 17, 19, 20)
8. The amount of insurance stated in Schedule "A" has been denominated \$15,000.00 at the request of the applicant for this Commitment. Therefore, the liability of the Company by reason of this Commitment shall in no case exceed \$15,000.00, and the Company is not obligated to increase said amount of insurance, except as agreed to in writing by endorsement to this Commitment.

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**MORTGAGE NOTE**  
(Non-owner Occupied) Short Term Note

FOR VALUE RECEIVED, the undersigned makers, the Promisors and/or Mortgageors, hereinafter called BORROWER (whether one or more), promises and agrees as follows:

**1. TERMS OF REPAYMENT AND ADDITIONAL ADVANCES**

To pay to the order of WAUWATOSA SAVINGS BANK, Promisee and Mortgagee, a Corporation hereinafter called BANK, its successors and assigns, at its offices in Wauwatosa, Wisconsin, or such other place as may be designated by the holder of this Mortgage Note (hereinafter the "Note"), the principal sum of FOURTY THOUSAND AND NO/100 Dollars, (\$40,000.00), and such additional sums as may be subsequently advanced hereon to the Borrower by the Bank, together with interest thereon at the initial rate of 9.250 percent per annum, until the loan shall have been fully paid. Such principal and interest shall be due and payable in monthly installments of \$342.55, on the first day of each and every month, commencing DECEMBER 01, 2000. The entire balance shall be fully due and payable on DECEMBER 1, 2003 (the maturity date), unless Borrower fails to comply with all Borrower's obligations hereunder, in which event it shall become due prior thereto. It is intended that all provisions in this Note and the mortgage given as collateral security hereto (hereinafter the "Mortgage") comply with the provisions of Chapter 138 of the Wisconsin Statutes at the time of execution thereof, and to the extent not in compliance shall be superseded by the provisions of said statute. The principal sum, the interest thereon, and all other amounts payable by Borrower to Bank under this Note or under the Mortgage shall hereinafter be called the Note Debt.

**2. INTEREST ON UNPAID BALANCE**

Said interest shall be added to the total of the Note Debt as of the first day of each month at the annual rate of interest above provided, said interest calculation to be based upon the unpaid total of the Note Debt as of the close of business on the last day of each month.

**3. PREPAYMENT PROVISION**

The Bank may charge and Borrower shall pay 90 days interest of the contract rate in effect on the date of such prepayment, on the amount of any principal prepayments. A prepayment penalty shall not be assessed on account of a payment made within 30 days preceding the maturity date.

**4. ESCROW REQUIREMENTS**

Borrower shall pay to the Bank on the day monthly payments are due, until the Note Debt is paid in full, a sum equal to one-twelfth of the following escrow items: (a) yearly taxes and assessments on the property which is subject to the mortgage securing this Note (hereinafter the "Property"); (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums on the Property; and (d) yearly mortgage insurance premiums, if any. The Bank may require escrow payments in an amount estimated on the basis of current data and reasonably estimated future escrow requirements. Escrow funds shall be held by the Bank and the Bank shall apply them to pay the escrow items. If the escrow funds held by the Bank exceed the amount required to pay the escrow items when due, the excess may, at the Bank's option, be credited to Borrower on future escrow obligations. If the amount of the escrow held by the Bank is not sufficient to pay the escrow items when due, Borrower shall pay to Bank any amount necessary to make up the deficiency in one or more payments as required by the Bank. The Bank shall not pay interest on escrow funds unless required by law. Upon payment in full of all sums owed pursuant to this Note and the Mortgage the Bank shall refund to Borrower any escrow funds held by the Bank. The Bank may waive Borrower's obligations under this paragraph 4, provided that the Bank may revoke such waiver if the Bank determines that its security is diminished by failure of the borrower to comply with this paragraph.

**5. LATE CHARGE**

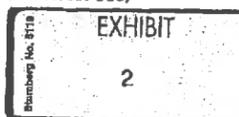
The Bank shall charge and Borrower shall pay a "late charge" not to exceed 5% of each monthly payment (including escrow payments) more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments. If not paid, this late charge shall be added to the Note Debt.

**6. OTHER CHARGES**

If borrower is a participant in the Bank's Auto-Payback Program ("Program") and Borrower terminates or fails to make payment of monthly payments to the Bank pursuant to the Program, the Bank shall charge and Borrower shall pay a processing fee not to exceed \$200.00. If not paid, this fee shall be added to the Note Debt.

**7. APPLICATION OF PAYMENTS**

Unless applicable law provides otherwise, all payments received by the Bank under paragraphs 1 and 4 shall be applied: first, to late charges due; second, to processing fees due; third, to prepayment charges due; fourth, to interest due;



fifth, to principal due; and last, to amounts payable under paragraph 4.

#### 8. TO REPAIR, MAINTAIN AND INSURE PREMISES, AND PAY TAXES

Borrower agrees to keep the building and other structures on the Property in good repair, free from liens and free from waste, refuse, pollutants, contaminants, or hazardous or toxic materials and to comply with local, state, and federal laws relating to condition of the Property and regulating waste, refuse, pollutants, contaminants, petroleum products, or hazardous or toxic materials; to pay all taxes, special and other assessments levied or assessed by virtue of any law and assessment now or hereafter in force upon or against said Property or against the Bank, upon this Note, the Note Debt, the Mortgage, or upon the Bank's interest in the Property arising by reason of the Mortgage; to pay all bills for repairs and any and all expenses incident to the ownership of the Property when due and payable, in order that no lien superior to that of the Bank may be created against the Property during the term of the Mortgage; to permit the Bank to inspect, test and monitor the Property at reasonable times and upon reasonable notice; and to exhibit upon demand, at the office of the Bank, all receipts for said taxes and assessments, and all bills; to keep buildings and improvements now existing or hereafter to be erected or placed on the Property constantly insured up to their full insurable value, in companies acceptable to the Bank, by policies of insurance providing fire loss coverage, extended coverage, and such other coverage as may be required by the Bank, including flood loss coverage; to deliver to the Bank the policies of insurance and their renewals when due in such form as the Bank may elect, which policies shall have attached thereto loss payable clauses in favor of and in form acceptable to the Bank. Each insurance company concerned is hereby authorized and directed to make payment for loss directly to the Bank; the insurance proceeds, or any part thereof, may be applied by the Bank at its option either to the reduction of the Note Debt or to the restoration or repair of the Property. In case of failure of the Borrower to satisfy Borrower's obligations under this paragraph 7, the Bank may take reasonable steps to preserve the value of the Property, may pay any tax or assessment, make and pay for repairs, procure the insurance, discharge any claim, lien or encumbrance, or purchase any tax certificate or title or claim against the Property, and all sums so paid shall be added to the principal portion of the Note Debt as of the first day of the then current month, and become a part of the Note Debt, with interest thereon at a rate of 1-1/2% per annum in excess of the contract rate. The Borrower shall repay upon demand any monies paid or disbursed by the Bank for any of said purposes, and the Bank shall have no duty to inquire as to the validity of any tax, assessment, tax title or other claim against the Property but the receipt of the proper officer, tax or assessment purchaser or release of claim shall be conclusive of the validity and the amount thereof.

#### 9. CONSENT REQUIRED TO TRANSFER

It is expressly understood and agreed that the Note Debt shall become due and payable forthwith, at the option of the Bank, if at any time during the term of this Note the Borrower shall sell, convey, transfer, or in any manner encumber the Property, or lease or rent for a period in excess of one year, or if either legal or equitable title shall vest in any person other than the Borrower in any manner and for any reason whatsoever, unless the consent in writing of the Bank, its successors or assigns, is first obtained. In the event of the approval by the Bank of any such transfer of title, the Bank shall make a service charge of 2% of the original principal balance due under this agreement which if not paid will be added to the principal portion of the Note Debt.

#### 10. CHANGE OF OWNERSHIP NOT TO RELEASE MORTGAGORS

In the event the ownership of the Property or any part thereof becomes vested in a person other than the Borrower, the Bank may, without notice to the Borrower, deal with such successor or successors in interest with reference to the Mortgage and the Note Debt in the same manner as with the Borrower, and may forbear to sue or may extend time for payment of the Note Debt without discharging or in any way affecting the liability of the Borrower for the Note Debt.

#### 11. OPTIONS OF BANK IN CASE OF DEFAULT

The happening of any one or more of the following events or conditions shall be a default hereunder, and upon the happening of any one or more of such events, or in case of default in any of the terms, conditions, or agreements of this Note or the Mortgage, the Bank may, at its option and without any notice or demand whatsoever, declare the entire Note Debt due and payable, and apply toward the payment of said Note Debt any indebtedness of the Bank to the Borrower, and thereafter proceed by action at law or to foreclose the Mortgage or both: (a) upon default by the Borrower in any payment provided in this Note or the Mortgage; (b) upon the making of a contract or agreement by the Borrower or suffering anything to be done whereby anyone may acquire the right to place a lien, mortgage, or other encumbrance against the Property; (c) in case of the actual or threatened alteration, addition to, demolition, or removal of any building on the Property without the prior written consent of the Bank; (d) in case of any act done or suffered to be done by the Borrower, whereby the security effected or intended to be effected by this Note and the Mortgage is weakened, diminished or impaired; (e) upon the default by said Borrower in the performance of any one or more of the covenants and agreements contained in this Note or the Mortgage; (f) if Borrower becomes insolvent or if a suit, action or proceeding shall be instituted by or against the Borrower to adjudicate Borrower as a bankrupt or insolvent, or seeking composition, reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or other present or future statute, law, rule or regulation; (g) if a suit, action or proceeding shall be instituted by virtue of a subordinate lien or claim against the Property; or if any order, judgment or decree is entered against Borrower by a court of any jurisdiction in any way whatsoever arising out of this Note or the Mortgage; or (h) in case of discovery by the Bank of a material misrepresentation in the application. The Borrower hereby assigns to the Bank as additional cash collateral security all rents and profits derived from the Property and all escrow funds paid to the Bank pursuant to this Note. The Borrower does hereby appoint said Bank agent for the management of the Property; and the Bank shall at any time and without notice have the right to enter upon, take possession of, and

manage the Property, including the right to hire and pay a property manager and to collect the rents of the Property, including those past due, directly from the occupants or past occupants of the Property, and bring or defend any action in connection with said premises, which appointment and rights the Bank may elect and exercise to accept in the event the Bank, in its sole discretion, determines there has been a default or breach of covenant by the Borrower. The failure on the part of the Bank to exercise any of its rights hereunder shall not be construed to prejudice its other rights or its right upon any other or subsequent default or breach of covenant. It shall not affect the liability of any maker included within the term Borrower if the Bank, with or without notice, accepts partial payments; releases, impairs or fails to realize upon collateral for the Note Debt; releases, agrees not to sue, or compromises a claim against any such maker; or renews or extends the term of this Note.

#### 12. COSTS AND ATTORNEY'S FEES; INDEMNIFICATION

It is understood and agreed that said Borrower shall pay all costs and reasonable attorneys' fees as incurred or paid by the Bank in any suit, action or proceeding in which it may be a party, whether as a plaintiff or defendant or otherwise, by reason of being a party to this Note or the Mortgage, or incurred or paid by the Bank by reason of any dispute, issue, or claim arising out of this Note or the Mortgage, or the interest of the Bank in the Property. The Bank may, at its option, add said costs and fees to the principal portion of the Note Debt in the event of non-payment by the Borrower. Borrower shall indemnify the Bank and hold the Bank harmless from all loss, costs, expenses, claims, and liabilities, including litigation expenses and attorneys' fees, arising from hazardous or toxic materials on, in or about the Property or arising in any way from Borrower's use of the Property.

#### 13. FORECLOSURE

Upon the filing of any complaint, or the filing of any action to foreclose the Mortgage in any court having jurisdiction, such court may, at any time and without notice to the Borrower or any party claiming under said Borrower, and without regard to the then value of the Property or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver to serve without bond, to take possession of the Property, with the authority and power to rent and lease the Property; to maintain the Property, to collect all rents and profits; and to pay expenses incurred for maintenance, utilities, and taxes during the pendency of such action until redemption or confirmation of sale. Monies received by said receiver shall be applied, in the discretion of the receiver, toward expenses incurred in administration, expenses incurred in management, costs of renting, maintenance, utilities and taxes, reasonable attorneys' fees, and the amount due the Bank. Upon foreclosure and sale of the Property, proceeds shall be applied as follows: (a) first, to expenses of advertising, selling and conveying the Property; to all moneys advanced for insurance, taxes and other liens or assessments and sums which have been expended in and about the preservation of the Property, and to all disbursements incurred by the Bank including but not limited to court costs, sheriff's and service fees, and costs of title expense, together with reasonable attorneys' fees; (b) second, to the principal portion of the Note Debt and the interest due up to the time of confirmation of such sale or payment; (c) third, the excess, if any, according to further order of the court. It shall not be the duty of the purchaser to see to the application of the purchase money. In case of payment of the Note Debt prior to the confirmation of sheriff's sale but after the filing of any complaint or any action to foreclose the Mortgage all costs and disbursements incurred, including but not limited to title costs, court costs, disbursements and expenses of such proceeding, and reasonable attorneys' fees shall be added to the Note Debt.

#### 14. FORECLOSURE ELECTION

Notwithstanding anything to the contrary herein, the Borrower agrees that in the event of foreclosure, the Bank may, at such time, waive judgment for any deficiency and proceed pursuant to the provisions of Section 846.103(2) of the Wisconsin Statutes, as they may apply to the Property.

#### 15. WARRANTIES AND REPRESENTATIONS

Borrower and the person signing on behalf of Borrower warrant that Borrower and the person signing on behalf of Borrower have authority and capacity to enter into this Note and the Mortgage; good right to sell, mortgage, or convey the Property; that the Property is free and clear from encumbrances, and Borrower warrants the title thereto against all persons whomsoever. Each person signing below on behalf of another warrants and represents that he or she has authority to act on the other's behalf, that his or her signature is sufficient to bind the other, and that he or she has disclosed to Bank the terms and extent of his or her authority. Borrower warrants and covenants that, to the best of Borrower's knowledge, there are no waste, refuse, pollutants, contaminants, toxic or hazardous materials on, in or about the property; and that, to the best of Borrower's knowledge, the Property and its past, existing, and future uses have not, do not, and will not violate any local, state or federal laws regulating environmental matters or petroleum products, waste, refuse, pollutants, hazardous materials, or toxic materials. The Bank may require Borrower to provide a rent roll, financial disclosures and financial statements at reasonable times and on reasonable notice. All such statements and disclosures shall be true and correct. Each maker included within the term Borrower has made an independent determination of the financial condition of all other makers, and the Bank has made no representations about the financial condition of any maker or about the collectability or enforceability of this Note.



**MORTGAGE**

DOCUMENT NUMBER

RETURN TO MORTGAGEE AT:

WAUWATOSA SAVINGS BANK  
7500 W. STATE ST.  
WAUWATOSA, WI 53213

PARCEL ID NUMBER

175-0076-1

8009369

REGISTER'S OFFICE  
Milwaukee County, WI

RECORDED AT 1:12 PM  
01-10-2001

WALTER R. BARCZAK  
REGISTER OF DEEDS

AMOUNT 12.00

LOAN NUMBER:

The undersigned Mortgagor(s):

DENNIS G WITTHUN, MARRIED

hereby mortgage(s) to WAUWATOSA SAVINGS BANK, a Wisconsin Corporation, Mortgagee, real estate in MILWAUKEE County, Wisconsin described as follows (hereinafter the "Property"):

LOT 66, IN BLOCK 3, IN NADES MANOR, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, IN TOWNSHIP 8 NORTH, RANGE 21 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN. ALSO KNOWN AS: 5738 N 71st STREET, MILWAUKEE, WI 53216. THIS IS NON-HOMESTEAD PROPERTY.

including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or otherwise, and any other thing now or hereafter therein or thereon, including screens, window shades, storm doors and windows, floor coverings, screen doors, awnings, built-in stoves, and water heaters (all of which are fixtures and a part of said real estate whether physically attached thereto or not), together with the privileges, hereditaments, appurtenances and improvements now or hereafter belonging to or erected thereon, hereby releasing and waiving all rights under any homestead exemption laws and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein.

This mortgage is given to secure an indebtedness to the Mortgagee under a mortgage note in the amount of FORTY THOUSAND AND NO/100 Dollars (\$ 40000.00) of even date, executed by the Mortgagors, which note is made a part hereof (hereinafter the "Note") and such additional sums subsequently advanced in accordance with and pursuant to the Note and all other indebtedness of Mortgagors to Mortgagee agreed by Mortgagors to be secured hereby. It is the intent hereof to secure payment of the Note whether the entire amount has been advanced to Mortgagors at the date hereof or is advanced at a later date, or having been advanced, has been repaid in part and further advances made at a later date. Nothing herein contained shall be considered as limiting the amount that shall be secured hereby when advanced to protect the Property, or in accordance with covenants contained in this mortgage and the Note.

The Mortgagors hereby assign to the Mortgagee as additional cash collateral security all rents and profits derived from the property and all escrow funds paid to Mortgagee pursuant to the Note. The Mortgagors hereby appoint said Mortgagee agent for the management of the Property, and the Mortgagee shall at any time and without notice have the right to enter upon, take possession of and manage the Property, including the right to hire and pay a property manager, and to collect the rents of the property, including those past due, directly from the occupants and past occupants of the Property, and bring or defend any actions in connection with the property, which appointment and rights the Mortgagee may elect to accept and exercise in the event the Mortgagee, in its sole discretion, determines there has been a default or breach of covenant by the Mortgagors. The Mortgagee may elect from time to time not to enforce some or all of the provisions of this paragraph. The Mortgagee may provide a copy hereof to the occupants and past occupants of the Property, and such copy shall be sufficient notice and evidence of the Mortgagee's right to collect rents directly from said occupants. Mortgagee consents to the appointment of a receiver by a court, without notice and without bond, to take possession of the Property, with authority and power to rent and lease the Property; to manage and maintain the Property, including hiring a



Document No.	Document Name
	<b>ASSUMPTION AGREEMENT</b>

DOC. # 09846382  
 RECORDED  
 02/17/2010 10:19AM  
 JOHN LA FAVE  
 REGISTER OF DEEDS  
 Milwaukee County, WI  
 AMOUNT: \$15.00

FEE EXEMPT #: 0  
 0  
 This document has been electronically recorded and returned to the submitter.

THIS AGREEMENT, entered into between WATERSTONE BANK SSB, of Wauwatosa, Wisconsin, hereinafter referred to as "the Bank", and Dennis Witthun) of Milwaukee, WI hereinafter referred to as the "Mortgagor" and Todd A Brunner, of Milwaukee, WI, hereinafter referred to as the "Purchaser":

WITNESSETH: WHEREAS, the Mortgagor executed a Note (the "Note") and a Mortgage (the "Mortgage") to secure the Note in the amount of Forty Thousand Dollars (\$40,000), to the Bank, dated November 9, 2000, and which Mortgage is recorded in the Office of the Register of Deeds of Milwaukee County, Wisconsin, on January 10, 2001 in Reel 4984 of Mortgages, Image 0467 as Document No. 8009369, and which is identified as Bank Loan No. ...; and, with respect to the Mortgaged Premises described below:

Return to:  
 WaterStone Bank  
 11200 W. Plank Ct.  
 Wauwatosa, WI 53226

**LEGAL DESCRIPTION:**

See attached

Tax Key No: 175-0076-1

WHEREAS, the Mortgage provides that upon transfer of title to the Mortgaged Premises, the entire indebtedness pursuant to the Mortgage shall be due and payable at the option of the Bank, and,

WHEREAS, the Mortgagor has sold and conveyed Mortgagor's interest in the said Mortgage Premises to the Purchaser, and the Purchaser wishes to assume and pay the Note and Mortgage;

NOW THEREFORE, IN CONSIDERATION, of the covenants herein contained, it is agreed by and between the parties hereto as follows:

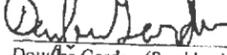
1. The Bank hereby consents to the transfer of the Mortgaged Premises from the Mortgagor to the Purchaser;
2. The Purchaser assumes and agrees to pay the Note and Mortgage and further agrees that Purchaser is personally liable to the Bank for all of the terms and conditions of the Note and Mortgage the same as if Purchaser had executed the Note and Mortgage in the first instance;
3. The interest on the remaining principal balance of 31983.44 on said indebtedness shall be at the rate of 6 percent per annum computed according to the terms of the original Note, and the new monthly payment for Principal and Interest shall be at \$251.45 per month commencing 01/01/2010, plus the necessary monthly installments of taxes and insurance as provided in the Note;
4. The Mortgagor hereby consents that the funds in Mortgagor's Tax and Insurance Escrow Accounts, if any, be transferred to the Purchaser's account;
5. That this Agreement shall not relieve Dennis Witthun, the Mortgagor, from the Mortgagor's liability to the Bank under the terms and conditions of the Note and Mortgage and as amended by this Agreement;
6. In all other respects, the Note and Mortgage shall remain in full force and effect, are amended only by the terms and conditions of this Assumption Agreement; and the Mortgagor further agrees to be bound by and hereby consents to any subsequent change in the time, term, manner or method of payment of the indebtedness, or any part thereof, contracted by the Bank and the Purchaser or the transferees of the Purchaser.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals this 31st of December, 2009:

  
 Dennis Witthun (Mortgagor)

  
 S. Michael Capriolo  
 Notary Public, Waukesha, Wisconsin  
 My Commission Expires: 02/05/2012

WATERSTONE BANK

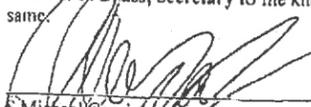
  
 Douglas Gordon (President)

  
 William F. Bruss (Secretary)

Acknowledgment

State of Wisconsin )  
 Waukesha County )

Personally came before me this 31st day of December, 2009, the above-named Douglas Gordon, President and William F. Bruss, Secretary to me known to be the persons who executed the foregoing instrument and acknowledge the same.

  
 S. Michael Capriolo  
 Notary Public, Waukesha, Wisconsin  
 My Commission Expires: 02/05/2012

Drafted by William F. Bruss for  
 WATERSTONE BANK

Lot 66, in Block 3, in Nades Manor, being a Subdivision of part of the East ½ of the Southwest ¼ of Section 27,  
Township 8 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

Tax Key No. 175-0076-1

Property Address: 5738 N. 71st Street, Milwaukee, WI

**MORTGAGE NOTE**

(Non-owner Occupied) Short Term Note

FOR VALUE RECEIVED, the undersigned makers, the Promisors and/or Mortgagors, hereinafter called BORROWER (whether one or more), promises and agrees as follows:

**1. TERMS OF REPAYMENT AND ADDITIONAL ADVANCES**

To pay to the order of WAUWATOSA SAVINGS BANK, Promisee and Mortgagee, a Corporation hereinafter called BANK, its successors and assigns, at its offices in Wauwatosa, Wisconsin, or such other place as may be designated by the holder of this Mortgage Note (hereinafter the "Note"), the principal sum of ~~One Hundred Nine Thousand Two Hundred and no/100~~ Dollars, (\$ ~~109,200.00~~), and such additional sums as may be subsequently advanced hereon to the Borrower by the Bank, together with interest thereon at the initial rate of ~~6.250~~ percent per annum, until the loan shall have been fully paid. Such principal and interest shall be due and payable in monthly installments of \$ ~~720.36~~, on the first day of each and every month, commencing ~~March 1, 2004~~. The entire balance shall be fully due and payable on ~~March 1, 2007~~ (the "Maturity Date"), unless Borrower fails to comply with all Borrower's obligations hereunder, in which event it shall become due prior thereto. It is intended that all provisions in this Note and the mortgage given as collateral security hereto (hereinafter the "Mortgage") comply with the provisions of Chapter 138 of the Wisconsin Statutes at the time of execution thereof, and to the extent not in compliance shall be superseded by the provisions of said statute. The principal sum, the interest thereon, and all other amounts payable by Borrower to Bank under this Note or under the Mortgage shall hereinafter be called the Note Debt.

**2. INTEREST ON UNPAID BALANCE**

Said interest shall be added to the total of the Note Debt as of the first day of each month at the annual rate of interest above provided, said interest calculation to be based upon the unpaid total of the Note Debt as of the close of business on the last day of each month.

**3. PREPAYMENT PROVISION**

The principal amount of the loan evidenced by the Note (the "Principal") may be prepaid in part or in full at any time provided, however, that Borrower shall pay the Lender, as additional consideration for the loan evidenced by this Note:

- a. An amount equal 3 percent of the original principal amount of the loan if the Principal is prepaid in full on or before first anniversary of the date of this Note;
- b. An amount equal to 2 percent of the original principal amount of this Note if the Principal is prepaid in full at any time after the first anniversary of the date of this Note and on or before the fourth anniversary of the date of this Note; or
- c. An amount equal to 1 percent of the original principal amount of this Note if the Principal is prepaid in full or in part at time after the fourth anniversary of the date of this Note and on or before the fifth anniversary of the date of this Note.

Borrower shall not be required to pay any additional consideration if the Principal is prepaid in part or in full after the fifth anniversary of the date of this Note. However, if the entire Note Debt becomes due prior to said five year period, a prepayment penalty shall not be assessed on account of a prepayment made within 30 days preceding the Maturity Date.

**4. ESCROW REQUIREMENTS**

Borrower shall pay to the Bank on the day monthly payments are due, until the Note Debt is paid in full, a sum equal to one-twelfth of the following escrow items: (a) yearly taxes and assessments on the property which is subject to the mortgage securing this Note (hereinafter the "Property"); (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums on the Property; and (d) yearly mortgage insurance premiums, if any. The Bank may require escrow payments in an amount estimated on the basis of current data and reasonably estimated future escrow requirements. Escrow funds shall be held by the Bank and the Bank shall apply them to pay the escrow items. Escrow funds held by the Bank for yearly taxes and assessments on the Property shall be applied by the Bank for payment of such taxes and assessments in a single lump sum. If the escrow funds held by the Bank exceed the amount required to pay the escrow items when due, the excess may, at the Bank's option, be credited to Borrower on future escrow obligations. If the amount of the escrow held by the Bank is not sufficient to pay the escrow items when due, Borrower shall pay to Bank any amount necessary to make up the deficiency in one or more payments as required by the Bank. The Bank shall not pay interest on escrow funds unless required by law. Upon payment in full of all sums owed pursuant to this Note and the Mortgage the Bank shall refund to Borrower any escrow funds held by the Bank. The Bank may waive Borrower's obligations under this paragraph 4, provided that the Bank may revoke such waiver if the Bank determines that its security is diminished by failure of the borrower to comply with this paragraph.

**5. LATE CHARGE**

The Bank shall charge and Borrower shall pay a "late charge" not to exceed 5% of each monthly payment (including escrow payments) more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments. If not paid, this late charge shall be added to the Note Debt.

**6. OTHER CHARGES**

If borrower is a participant in the Bank's Auto-Payback Program ("Program") and Borrower terminates or fails to make payment of monthly payments to the Bank pursuant to the Program, the Bank shall charge and Borrower shall pay a processing fee not to exceed \$200.00. If not paid, this fee shall be added to the Note Debt.

**7. APPLICATION OF PAYMENTS**

Unless applicable law provides otherwise, all payments received by the Bank under paragraphs 1 and 4 shall be applied: first, to late charges due; second, to processing fees due; third, to prepayment charges due; fourth, to interest due; fifth, to principal due; and last, to amounts payable under paragraph 4.

**8. TO REPAIR, MAINTAIN AND INSURE PREMISES, AND PAY TAXES**

Borrower agrees to keep the building and other structures on the Property in good repair, free from liens and free from waste, refuse, pollutants, contaminants, or hazardous or toxic materials and to comply with local, state, and federal laws relating to condition of the Property and regulating waste, refuse, pollutants, contaminants, petroleum products, or hazardous or toxic materials; to pay all taxes, special and other assessments levied or assessed by virtue of any law and assessment now or hereafter in force upon or against said Property or against the Bank, upon this Note, the Note Debt, the Mortgage, or upon the Bank's interest in the Property arising by reason of the Mortgage; to pay all bills for repairs and any and all expenses incident to the ownership of the Property when due and payable, in order that no lien superior to that of the Bank may be created against the Property during the term of the Mortgage; to permit the Bank to inspect, test and monitor the Property at reasonable times and upon reasonable notice; and to exhibit upon demand, at the office of the Bank, all receipts for said taxes and assessments, and all bills; to keep buildings and improvements now existing or hereafter to be erected or placed on the Property constantly insured up to their full insurable value, in companies acceptable to the Bank, by policies of insurance providing fire loss coverage, extended coverage, and such other coverage as may be required by the Bank, including flood loss coverage; to deliver to the Bank the policies of insurance and their renewals when due in such form as the Bank may elect, which policies shall have attached thereto loss payable clauses in favor of and in form acceptable to the Bank. Each insurance company concerned is hereby authorized and directed to make payment for loss directly to the Bank; the insurance proceeds, or any part thereof, may be applied by the Bank at its option either to the reduction of the Note Debt or to the restoration or repair of the Property. In case of failure of the Borrower to satisfy Borrower's obligations under this paragraph 7, the Bank may take reasonable steps to preserve the value of the Property, may pay any tax or assessment, make and pay for repairs, procure the insurance, discharge any claim, lien or encumbrance, or purchase any tax certificate or title or claim against the Property, and all sums so paid shall be added to the principal portion of the Note Debt as of the first day of the then current month, and become a part of the Note Debt, with interest thereon at a rate of 1-1/2% per annum in excess of the contract rate. The Borrower shall repay upon demand any monies paid or disbursed by the Bank for any of said purposes, and the Bank shall have no duty to inquire as to the validity of any tax, assessment, tax title or other claim against the Property but the receipt of the proper officer, tax or assessment purchaser or release of claim shall be conclusive of the validity and the amount thereof.

**9. CONSENT REQUIRED TO TRANSFER**

It is expressly understood and agreed that the Note Debt shall become due and payable forthwith, at the option of the Bank, if at any time during the term of this Note the Borrower shall sell, convey, transfer, or in any manner encumber the Property, or lease or rent for a period in excess of one year, or if either legal or equitable title shall vest in any person other than the Borrower in any manner and for any reason whatsoever, unless the consent in writing of the Bank, its successors or assigns, is first obtained. In the event of the approval by the Bank of any such transfer of title, the Bank shall make a service charge of 2% of the original principal balance due under this agreement which if not paid will be added to the principal portion of the Note Debt.

**10. CHANGE OF OWNERSHIP NOT TO RELEASE MORTGAGORS**

In the event the ownership of the Property or any part thereof becomes vested in a person other than the Borrower, the Bank may, without notice to the Borrower, deal with such successor or successors in interest with reference to the Mortgage and the Note Debt in the same manner as with the Borrower, and may forbear to sue or may extend time for payment of the Note Debt without discharging or in any way affecting the liability of the Borrower for the Note Debt.

**11. OPTIONS OF BANK IN CASE OF DEFAULT**

The happening of any one or more of the following events or conditions shall be a default hereunder, and upon the happening of any one or more of such events, or in case of default in any of the terms, conditions, or agreements of this Note or the Mortgage, the Bank may, at its option and without any notice or demand whatsoever, declare the entire Note Debt due and payable, and apply toward the payment of said Note Debt any indebtedness of the Bank to the Borrower, and thereafter proceed by action at law or to foreclose the Mortgage or both: (a) upon default by the Borrower in any payment

provided in this Note or the Mortgage; (b) upon the making of a contract or agreement by the Borrower or suffering anything to be done whereby anyone may acquire the right to place a lien, mortgage, or other encumbrance against the Property; (c) in case of the actual or threatened alteration, addition to, demolition, or removal of any building on the Property without the prior written consent of the Bank; (d) in case of any act done or suffered to be done by the Borrower, whereby the security effected or intended to be effected by this Note and the Mortgage is weakened, diminished or impaired; (e) upon the default by said Borrower in the performance of any one or more of the covenants and agreements contained in this Note or the Mortgage; (f) if Borrower becomes insolvent or if a suit, action or proceeding shall be instituted by or against the Borrower to adjudicate Borrower as a bankrupt or insolvent, or seeking composition, reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or other present or future statute, law, rule or regulation; (g) if a suit, action or proceeding shall be instituted by virtue of a subordinate lien or claim against the Property; or if any order, judgment or decree is entered against Borrower by a court of any jurisdiction in any way whatsoever arising out of this Note or the Mortgage; or (h) in case of discovery by the Bank of a material misrepresentation in the application. The Borrower hereby assigns to the Bank as additional cash collateral security all rents and profits derived from the Property and all escrow funds paid to the Bank pursuant to this Note. The Borrower does hereby appoint said Bank agent for the management of the Property; and the Bank shall at any time and without notice have the right to enter upon, take possession of, and manage the Property, including the right to hire and pay a property manager and to collect the rents of the Property, including those past due, directly from the occupants or past occupants of the Property, and bring or defend any action in connection with said premises, which appointment and rights the Bank may elect and exercise to accept in the event the Bank, in its sole discretion, determines there has been a default or breach of covenant by the Borrower. The failure on the part of the Bank to exercise any of its rights hereunder shall not be construed to prejudice its other rights or its right upon any other or subsequent default or breach of covenant. It shall not affect the liability of any maker included within the term Borrower if the Bank, with or without notice, accepts partial payments; releases, impairs or fails to realize upon collateral for the Note Debt; releases, agrees not to sue, or compromises a claim against any such maker; or renews or extends the term of this Note.

#### 12. COSTS AND ATTORNEY'S FEES: INDEMNIFICATION

It is understood and agreed that said Borrower shall pay all costs and reasonable attorneys' fees as incurred or paid by the Bank in any suit, action or proceeding in which it may be a party, whether as a plaintiff or defendant or otherwise, by reason of being a party to this Note or the Mortgage, or incurred or paid by the Bank by reason of any dispute, issue, or claim arising out of this Note or the Mortgage, or the interest of the Bank in the Property. The Bank may, at its option, add said costs and fees to the principal portion of the Note Debt in the event of non-payment by the Borrower. Borrower shall indemnify the Bank and hold the Bank harmless from all loss, costs, expenses, claims, and liabilities, including litigation expenses and attorneys' fees, arising from hazardous or toxic materials on, in or about the Property or arising in any way from Borrower's use of the Property.

#### 13. FORECLOSURE

Upon the filing of any complaint, or the filing of any action to foreclose the Mortgage in any court having jurisdiction, such court may, at any time and without notice to the Borrower or any party claiming under said Borrower, and without regard to the then value of the Property or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver to serve without bond, to take possession of the Property, with the authority and power to rent and lease the Property; to maintain the Property, to collect all rents and profits; and to pay expenses incurred for maintenance, utilities, and taxes during the pendency of such action until redemption or confirmation of sale. Monies received by said receiver shall be applied, in the discretion of the receiver, toward expenses incurred in administration, expenses incurred in management, costs of renting, maintenance, utilities and taxes, reasonable attorneys' fees, and the amount due the Bank. Upon foreclosure and sale of the Property, proceeds shall be applied as follows: (a) first, to expenses of advertising, selling and conveying the Property; to all moneys advanced for insurance, taxes and other liens or assessments and sums which have been expended in and about the preservation of the Property, and to all disbursements incurred by the Bank including but not limited to court costs, sheriff's and service fees, and costs of title expense, together with reasonable attorneys' fees; (b) second, to the principal portion of the Note Debt and the interest due up to the time of confirmation of such sale or payment; (c) third, the excess, if any, according to further order of the court. It shall not be the duty of the purchaser to see to the application of the purchase money. In case of payment of the Note Debt prior to the confirmation of sheriff's sale but after the filing of any complaint or any action to foreclose the Mortgage all costs and disbursements incurred, including but not limited to title costs, court costs, disbursements and expenses of such proceeding, and reasonable attorneys' fees shall be added to the Note Debt.

#### 14. FORECLOSURE ELECTION

Notwithstanding anything to the contrary herein, the Borrower agrees that in the event of foreclosure, the Bank may, at such time, waive judgment for any deficiency and proceed pursuant to the provisions of Section 846.103(2) of the Wisconsin Statutes, as they may apply to the Property.

#### 15. WARRANTIES AND REPRESENTATIONS

Borrower and the person signing on behalf of Borrower warrant that Borrower and the person signing on behalf of Borrower have authority and capacity to enter into this Note and the Mortgage; good right to sell, mortgage, or convey the Property; that the Property is free and clear from encumbrances, and Borrower warrants the title thereto against all persons whomsoever. Each person signing below on behalf of another warrants and represents that he or she has authority to act on the other's behalf, that his or her signature is sufficient to bind the other, and that he or she has disclosed to Bank the terms and extent of his or her authority. Borrower warrants and covenants that, to the best of Borrower's knowledge, there are no waste, refuse, pollutants, contaminants, toxic or hazardous materials on, in or about the property; and that, to the best of Borrower's knowledge, the Property and its past, existing, and future uses have not, do not, and will not violate any local,

state or federal laws regulating environmental matters or petroleum products, waste, refuse, pollutants, hazardous materials, or toxic materials. The Bank may require Borrower to provide a rent roll, financial disclosures and financial statements at reasonable times and on reasonable notice. All such statements and disclosures shall be true and correct. Each maker included within the term Borrower has made an independent determination of the financial condition of all other makers, and the Bank has made no representations about the financial condition of any maker or about the collectability or enforceability of this Note.

**16.WAIVER**

The Borrower waives notice of and consents to any and all extensions of this Note or any part thereof, without notice, and waives demand, presentment for payment, notice of non-payment and protest.

**17.SINGULAR INCLUDES PLURAL**

If more than one promisor has executed this Note the term of "Borrower" and the use of the singular number herein shall be read and construed accordingly, and, if only one promisor has executed this Note, the use of the plural number herein shall be read and construed accordingly.

**18.NOTE AND MORTGAGE ONE CONTRACT**

This Note is secured by the Mortgage to the Bank bearing even date herewith, and all of the terms and conditions of the Mortgage are hereby incorporated herein and made a part of this Note. If any clause or term herein is declared unconstitutional or in violation of Wisconsin Statutes or other applicable law, it shall not affect the validity of the remaining provisions of this Note.

Witness our hands and seals this day **February 19, 2004**

  
\_\_\_\_\_  
Dennis Witthum, Single (Seal)

*DW*

**MORTGAGE**

DOCUMENT NUMBER

RETURN TO MORTGAGEE AT:

WAUWATOSA SAVINGS BANK  
11200 W PLANK COURT  
WAUWATOSA, WI 53226

PARCEL ID NUMBER

514-9906-2

DOC. #  
8744707

REGISTER'S OFFICE | SS  
Milwaukee County, WI

RECORDED AT 1:26 PM  
03-10-2004

JOHN LA FAVE  
REGISTER OF DEEDS

AMOUNT 15.00

RECD  
5791

The undersigned Mortgagor(s):

Loan Number:

Dennis Witthun, Single

hereby mortgage(s) to WAUWATOSA SAVINGS BANK, a Wisconsin Corporation, Mortgagee, real estate  
Milwaukee County, Wisconsin described as follows (hereinafter the "Property"):

\*\*\*SEE LEGAL DESCRIPTION AS PER ATTACHED\*\*\*. THIS COVERS NON-HOMESTEAD PROPERTY.

Including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or otherwise, and any other thing now or hereafter therein or thereon, including screens, window shades, storm doors and windows, floor coverings, screen doors, awnings, built-in stoves, and water heaters (all of which are fixtures and a part of said real estate whether physically attached thereto or not), together with the privileges, hereditaments, appurtenances and improvements now or hereafter belonging to or erected thereon, hereby releasing and waiving all rights under any homestead exemption laws and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein.

This mortgage is given to secure an indebtedness to the Mortgagee under a mortgage note in the amount of ~~One Hundred Nine Thousand Two Hundred and no/100~~ Dollars (\$ **109,200.00** ) of even date, executed by the Mortgagors, which note is made a part hereof (hereinafter the "Note") and such additional sums subsequently advanced in accordance with and pursuant to the Note and all other indebtedness of Mortgagors to Mortgagee agreed by Mortgagors to be secured hereby. It is the intent hereof to secure payment of the Note whether the entire amount has been advanced to Mortgagors at the date hereof, or is advanced at a later date, or having been advanced, has been repaid in part and further advances made at a later date. Nothing herein contained shall be considered as limiting the amount that shall be secured hereby when advanced to protect the Property, or in accordance with covenants contained in this mortgage and the Note.

The Mortgagors hereby assign to the Mortgagee as additional cash collateral security all rents and profits derived from the property and all escrow funds paid to Mortgagee pursuant to the Note. The Mortgagors hereby appoint said Mortgagee agent for the management of the Property, and the Mortgagee shall at any time and without notice have the right to enter upon, take possession of and manage the Property, including the right to hire and pay a property manager, and to collect the rents of the property, including those past due, directly from the occupants and past occupants of the Property, and bring or defend any actions in connection with the property, which appointment and rights the Mortgagee may elect to accept and exercise in the event the Mortgagee, in its sole discretion, determines there has been a default or breach of covenant by the Mortgagors. The Mortgagee may elect from time to time not to enforce some or all of the provisions of this paragraph. The Mortgagee may provide a copy hereof to the occupants and past occupants of the Property, and such copy shall be sufficient notice and evidence of the Mortgagee's right to collect rents directly from said occupants. Mortgagee consents to the appointment of a receiver by a court, without notice and without bond, to take possession of the Property, with authority and power to rent and lease the Property; to manage and maintain the Property, including hiring a property manager; to collect all rents and profits; to terminate tenancies and evict occupants, or tenants in default; and to pay expenses incurred for maintenance, utilities, and taxes, and insurance; and with such other power and authority as granted by the Note and the court.

The Mortgagors agree that in the event of foreclosure, the Mortgagee may, at such time, waive judgment for any deficiency and proceed pursuant to the provisions of Sections 846.101 and 846.103(2) of the Wisconsin Statutes, as they may apply to the property.

In the event that the Property or any part thereof is sold, conveyed, transferred, encumbered, or leased for a term of more than one year, or in the event that either legal or equitable title vests in any persons other than the Mortgagor for any reason, the entire indebtedness pursuant to this mortgage and the Note shall become due and payable forthwith, at the option of the Mortgagee, without further notice.

If one person executes this mortgage, the term "Mortgagors" and the use of the plural number herein shall be read and construed accordingly.

IMAGE  
1474

IN WITNESS WHEREOF, the said Notary Public has executed and sealed this instrument at  
Oak Creek, WI on February 19, 2004

  
\_\_\_\_\_  
(Seal)  
Dennis Witthun, Single

REEL 5791  
IMAGE 1475

STATE OF WISCONSIN  
Milwaukee County

Personally came before me on February 19, 2004, the above named:

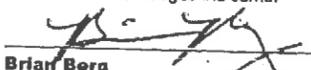
Dennis Witthun, Single

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

This instrument was drafted by:

R. R. Perry for  
Wauwatosa Savings Bank

(Seal)

  
\_\_\_\_\_  
Brian Berg  
Notary Public, Milwaukee State of Wisconsin  
My Commission Expires: December 24, 2008



A piece of land in the SE 1/4 of Section 10, Town 6 North, Range 21 East, in the City and County of Milwaukee, Wisconsin, bounded and described as follows, to-wit: Commencing at a point which is 1418.57 feet South and 55 feet West of the NE corner of said 1/4 section; thence West on a line parallel with the North line of said 1/4 Section, 126.825 feet to a point; thence South on a line parallel with the East line of said 1/4 Section, 48.75 feet to a point; thence East on a line parallel with the North line of said 1/4 Section, 128.835 feet to a point, which is 55 feet West of the East line of said 1/4 Section; thence North on a line parallel with the East line of said 1/4 Section, 45.75 feet to the place of beginning.

REEL 5791  
 IMAGE 1476



	<b>ASSUMPTION AGREEMENT</b>
Document No.	Document Name

DOC.# 09846553

RECORDED  
02/17/2010 02:00PM

JOHN LA FAVE  
REGISTER OF DEEDS  
Milwaukee County, WI  
AMOUNT: \$15.00

FEE EXEMPT #: 0

( ) This document has been  
electronically recorded and  
returned to the submitter.

**THIS AGREEMENT**, entered into between **WATERSTONE BANK** SSB, of Wauwatosa, Wisconsin, hereinafter referred to as "the Bank", and **Dennis Witthun** of **Milwaukee, WI** hereinafter referred to as the "Mortgagor" and **Todd A Brunner**, of **Milwaukee, WI**, hereinafter referred to as the "Purchaser":

**WITNESSETH:** WHEREAS, the Mortgagor executed a Note (the "Note") and a Mortgage (the "Mortgage") to secure the Note in the amount of **One Hundred Nine Thousand Two Hundred Dollars (\$109,200)**, to the Bank, dated **February 19<sup>th</sup>, 2004**, and which Mortgage is recorded in the Office of the Register of Deeds of Milwaukee County, Wisconsin, on **March 10<sup>th</sup>, 2004** in Reel 5791 of Mortgages, Image 1474 as Document No. 8744707, and which is identified as Bank Loan No. [redacted]; and, with respect to the Mortgaged Premises described below:

Return to:  
WaterStone Bank  
11200 W. Plank Ct.  
Wauwatosa, WI 53226

**LEGAL DESCRIPTION:**  
See attached

Tax Key No: 514-9906-2

WHEREAS, the Mortgage provides that upon transfer of title to the Mortgaged Premises, the entire indebtedness pursuant to the Mortgage shall be due and payable at the option of the Bank, and,

WHEREAS, the Mortgagor has sold and conveyed Mortgagor's interest in the said Mortgage Premises to the Purchaser, and the Purchaser wishes to assume and pay the Note and Mortgage;

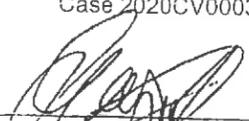
**NOW THEREFORE, IN CONSIDERATION**, of the covenants herein contained, it is agreed by and between the parties hereto as follows:

1. The Bank hereby consents to the transfer of the Mortgaged Premises from the Mortgagor to the Purchaser;
2. The Purchaser assumes and agrees to pay the Note and Mortgage and further agrees that Purchaser is personally liable to the Bank for all of the terms and conditions of the Note and Mortgage the same as if Purchaser had executed the Note and Mortgage in the first instance;
3. The interest on the remaining principal balance of **95187.50** on said indebtedness shall be at the rate of **7.45** percent per annum computed according to the terms of the original Note, and the new monthly payment for Principal and Interest shall be at **\$775.10** per month commencing **01/01/2010**, plus the necessary monthly installments of taxes and insurance as provided in the Note;
4. The Mortgagor hereby consents that the funds in Mortgagor's Tax and Insurance Escrow Accounts, if any, be transferred to the Purchaser's account;
5. That this Agreement shall not relieve **Dennis Witthun**, the Mortgagor, from the Mortgagor's liability to the Bank under the terms and conditions of the Note and Mortgage and as amended by this Agreement;
6. In all other respects, the Note and Mortgage shall remain in full force and effect, are amended only by the terms and conditions of this Assumption Agreement; and the Mortgagor further agrees to be bound by and hereby consents to any subsequent change in the time, term, manner or method of payment of the indebtedness, or any part thereof, contracted by the Bank and the Purchaser or the transferees of the Purchaser.

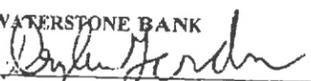
IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals this **31st** of December, 2009:

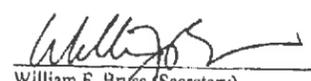
  
\_\_\_\_\_  
Dennis Witthun (Mortgagor)



  
S Michael Capriolo  
Notary Public, Waukesha, Wisconsin  
My Commission Expires: 02/05/2012

WATERSTONE BANK

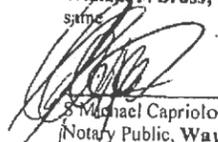
  
Douglas Gordon (President)

  
William F. Bruss (Secretary)

Acknowledgment

State of Wisconsin )  
Waukesha County )

Personally came before me this 31st day of December, 2009, the above-named Douglas Gordon, President and William F. Bruss, Secretary to me known to be the persons who executed the foregoing instrument and acknowledge the same.

  
S Michael Capriolo  
Notary Public, Waukesha, Wisconsin  
My Commission Expires: 02/05/2012

Drafted by William F. Bruss for  
WATERSTONE BANK

**EXHIBIT A**

A piece of land in the Southeast 1/4 of Section 10, Township 6 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows, to-wit: Commencing a point which is 1418.57 feet South and 55 feet West of the Northeast corner of said 1/4 Section; thence West on a line parallel with the North line of said 1/4 Section, 128.825 feet to a point; thence South on a line parallel with the East line of said 1/4 Section 48.75 feet to a point; thence East on a line parallel with the North line of said 1/4 Section, 128.835 feet to a point, which is 55 feet West of the East line of said 1/4 Section; thence North on a line parallel with the East line of said 1/4 Section, 48.75 feet to the place of beginning.

Property Address: 2911 S. 60th Street, Milwaukee, WI  
Tax Key No: 514-9906-2

**MORTGAGE NOTE****(Non-owner Occupied) Short Term Note**

FOR VALUE RECEIVED, the undersigned makers, the Promisors and/or Mortgagors, hereinafter called BORROWER (whether one or more), promises and agrees as follows:

**1. TERMS OF REPAYMENT AND ADDITIONAL ADVANCES**

To pay to the order of WAUWATOSA SAVINGS BANK, Promisee and Mortgagee, a Corporation hereinafter called BANK, its successors and assigns, at its offices in Wauwatosa, Wisconsin, or such other place as may be designated by the holder of this Mortgage Note (hereinafter the "Note"), the principal sum of ~~Forty Nine Thousand Nine Hundred and no/100~~ Dollars, (\$ ~~49,900.00~~ ), and such additional sums as may be subsequently advanced hereon to the Borrower by the Bank, together with interest thereon at the initial rate of 7.250 percent per annum, until the loan shall have been fully paid. Such principal and interest shall be due and payable in monthly installments of \$ ~~360.68~~ , on the first day of each and every month, commencing ~~July 1, 2002~~ . The entire balance shall be fully due and payable on ~~July 1, 2005~~ (the maturity date), unless Borrower fails to comply with all Borrower's obligations hereunder, in which event it shall become due prior thereto. It is intended that all provisions in this Note and the mortgage given as collateral security hereto (hereinafter the "Mortgage") comply with the provisions of Chapter 138 of the Wisconsin Statutes at the time of execution thereof, and to the extent not in compliance shall be superseded by the provisions of said statute. The principal sum, the interest thereon, and all other amounts payable by Borrower to Bank under this Note or under the Mortgage shall hereinafter be called the Note Debt.

**2. INTEREST ON UNPAID BALANCE**

Said interest shall be added to the total of the Note Debt as of the first day of each month at the annual rate of interest above provided, said interest calculation to be based upon the unpaid total of the Note Debt as of the close of business on the last day of each month.

**3. PREPAYMENT PROVISION**

The Bank may charge and Borrower shall pay 90 days interest of the contract rate in effect on the date of such prepayment, on the amount of any principal prepayments. A prepayment penalty shall not be assessed on account of a payment made within 30 days preceding the maturity date.

**4. ESCROW REQUIREMENTS**

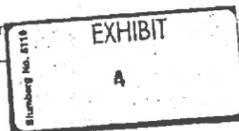
Borrower shall pay to the Bank on the day monthly payments are due, until the Note Debt is paid in full, a sum equal to one-twelfth of the following escrow items: (a) yearly taxes and assessments on the property which is subject to the mortgage securing this Note (hereinafter the "Property"); (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums on the Property; and (d) yearly mortgage insurance premiums, if any. The Bank may require escrow payments in an amount estimated on the basis of current data and reasonably estimated future escrow requirements. Escrow funds shall be held by the Bank and the Bank shall apply them to pay the escrow items. If the escrow funds held by the Bank exceed the amount required to pay the escrow items when due, the excess may, at the Bank's option, be credited to Borrower on future escrow obligations. If the amount of the escrow held by the Bank is not sufficient to pay the escrow items when due, Borrower shall pay to Bank any amount necessary to make up the deficiency in one or more payments as required by the Bank. The Bank shall not pay interest on escrow funds unless required by law. Upon payment in full of all sums owed pursuant to this Note and the Mortgage the Bank shall refund to Borrower any escrow funds held by the Bank. The Bank may waive Borrower's obligations under this paragraph 4, provided that the Bank may revoke such waiver if the Bank determines that its security is diminished by failure of the borrower to comply with this paragraph.

**5. LATE CHARGE**

The Bank shall charge and Borrower shall pay a "late charge" not to exceed 5% of each monthly payment (including escrow payments) more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments. If not paid, this late charge shall be added to the Note Debt.

**6. OTHER CHARGES**

If borrower is a participant in the Bank's Auto-Payback Program ("Program") and Borrower terminates



fails to make payment of monthly payments to the Bank pursuant to the Program, the Bank shall charge and Borrower shall pay a processing fee not to exceed \$200.00. If not paid, this fee shall be added to the Note Debt.

#### 7. APPLICATION OF PAYMENTS

Unless applicable law provides otherwise, all payments received by the Bank under paragraphs 1 and 4 shall be applied: first, to late charges due; second, to processing fees due; third, to prepayment charges due; fourth, to interest due; fifth, to principal due; and last, to amounts payable under paragraph 4.

#### 8. TO REPAIR, MAINTAIN AND INSURE PREMISES, AND PAY TAXES

Borrower agrees to keep the building and other structures on the Property in good repair, free from liens and free from waste, refuse, pollutants, contaminants, or hazardous or toxic materials and to comply with local, state, and federal laws relating to condition of the Property and regulating waste, refuse, pollutants, contaminants, petroleum products, or hazardous or toxic materials; to pay all taxes, special and other assessments levied or assessed by virtue of any law and assessment now or hereafter in force upon or against said Property or against the Bank, upon this Note, the Note Debt, the Mortgage, or upon the Bank's interest in the Property arising by reason of the Mortgage; to pay all bills for repairs and any and all expenses incident to the ownership of the Property when due and payable, in order that no lien superior to that of the Bank may be created against the Property during the term of the Mortgage; to permit the Bank to inspect, test and monitor the Property at reasonable times and upon reasonable notice; and to exhibit upon demand, at the office of the Bank, all receipts for said taxes and assessments, and all bills; to keep buildings and improvements now existing or hereafter to be erected or placed on the Property constantly insured up to their full insurable value, in companies acceptable to the Bank, by policies of insurance providing fire loss coverage, extended coverage, and such other coverage as may be required by the Bank, including flood loss coverage; to deliver to the Bank the policies of insurance and their renewals when due in such form as the Bank may elect, which policies shall have attached thereto loss payable clauses in favor of and in form acceptable to the Bank. Each insurance company concerned is hereby authorized and directed to make payment for loss directly to the Bank; the insurance proceeds, or any part thereof, may be applied by the Bank at its option either to the reduction of the Note Debt or to the restoration or repair of the Property. In case of failure of the Borrower to satisfy Borrower's obligations under this paragraph 7, the Bank may take reasonable steps to preserve the value of the Property, may pay any tax or assessment, make and pay for repairs, procure the insurance, discharge any claim, lien or encumbrance, or purchase any tax certificate or title or claim against the Property, and all sums so paid shall be added to the principal portion of the Note Debt as of the first day of the then current month, and become a part of the Note Debt, with interest thereon at a rate of 1-1/2% per annum in excess of the contract rate. The Borrower shall repay upon demand any monies paid or disbursed by the Bank for any of said purposes, and the Bank shall have no duty to inquire as to the validity of any tax, assessment, tax title or other claim against the Property but the receipt of the proper officer, tax or assessment purchaser, or release of claim shall be conclusive of the validity and the amount thereof.

#### 9. CONSENT REQUIRED TO TRANSFER

It is expressly understood and agreed that the Note Debt shall become due and payable forthwith, at the option of the Bank, if at any time during the term of this Note the Borrower shall sell, convey, transfer, or in any manner encumber the Property, or lease or rent for a period in excess of one year, or if either legal or equitable title shall vest in any person other than the Borrower in any manner and for any reason whatsoever, unless the consent in writing of the Bank, its successors or assigns, is first obtained. In the event of the approval by the Bank of any such transfer of title, the Bank shall make a service charge of 2% of the original principal balance due under this agreement which if not paid will be added to the principal portion of the Note Debt.

#### 10. CHANGE OF OWNERSHIP NOT TO RELEASE MORTGAGORS

In the event the ownership of the Property or any part thereof becomes vested in a person other than the Borrower, the Bank may, without notice to the Borrower, deal with such successor or successors in interest with reference to the Mortgage and the Note Debt in the same manner as with the Borrower, and may forbear to sue or may extend time for payment of the Note Debt without discharging or in any way affecting the liability of the Borrower for the Note Debt.

#### 11. OPTIONS OF BANK IN CASE OF DEFAULT

The happening of any one or more of the following events or conditions shall be a default hereunder, and upon the happening of any one or more of such events, or in case of default in any of the terms, conditions, or agreements of this Note or the Mortgage, the Bank may, at its option and without any notice or demand whatsoever, declare the entire Note Debt due and payable, and apply toward the payment of said Note

Debt any indebtedness of the Bank to the Borrower, and thereafter proceed by action at law or to foreclose the Mortgage or both: (a) upon default by the Borrower in any payment provided in this Note or the Mortgage; (b) upon the making of a contract or agreement by the Borrower or suffering anything to be done whereby anyone may acquire the right to place a lien, mortgage, or other encumbrance against the Property; (c) in case of the actual or threatened alteration, addition to, demolition, or removal of any building on the Property without the prior written consent of the Bank; (d) in case of any act done or suffered to be done by the Borrower, whereby the security effected or intended to be effected by this Note and the Mortgage is weakened, diminished or impaired; (e) upon the default by said Borrower in the performance of any one or more of the covenants and agreements contained in this Note or the Mortgage; (f) if Borrower becomes insolvent or if a suit, action or proceeding shall be instituted by or against the Borrower to adjudicate Borrower as a bankrupt or insolvent, or seeking composition, reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or other present or future statute, law, rule or regulation; (g) if a suit, action or proceeding shall be instituted by virtue of a subordinate lien or claim against the Property; or if any order, judgment or decree is entered against Borrower by a court of any jurisdiction in any way whatsoever arising out of this Note or the Mortgage; or (h) in case of discovery by the Bank of a material misrepresentation in the application. The Borrower hereby assigns to the Bank as additional cash collateral security all rents and profits derived from the Property and all escrow funds paid to the Bank pursuant to this Note. The Borrower does hereby appoint said Bank agent for the management of the Property; and the Bank shall at any time and without notice have the right to enter upon, take possession of, and manage the Property, including the right to hire and pay a property manager and to collect the rents of the Property, including those past due, directly from the occupants or past occupants of the Property, and bring or defend any action in connection with said premises, which appointment and rights the Bank may elect and exercise to accept in the event the Bank, in its sole discretion, determines there has been a default or breach of covenant by the Borrower. The failure on the part of the Bank to exercise any of its rights hereunder shall not be construed to prejudice its other rights or its right upon any other or subsequent default or breach of covenant. It shall not affect the liability of any maker included within the term Borrower if the Bank, with or without notice, accepts partial payments; releases, impairs or fails to realize upon collateral for the Note Debt; releases, agrees not to sue, or compromises a claim against any such maker; or renews or extends the term of this Note.

#### 12. COSTS AND ATTORNEY'S FEES: INDEMNIFICATION

It is understood and agreed that said Borrower shall pay all costs and reasonable attorneys' fees as incurred or paid by the Bank in any suit, action or proceeding in which it may be a party, whether as a plaintiff or defendant or otherwise, by reason of being a party to this Note or the Mortgage, or incurred or paid by the Bank by reason of any dispute, issue, or claim arising out of this Note or the Mortgage, or the interest of the Bank in the Property. The Bank may, at its option, add said costs and fees to the principal portion of the Note Debt in the event of non-payment by the Borrower. Borrower shall indemnify the Bank and hold the Bank harmless from all loss, costs, expenses, claims, and liabilities, including litigation expenses and attorneys' fees, arising from hazardous or toxic materials on, in or about the Property or arising in any way from Borrower's use of the Property.

#### 13. FORECLOSURE

Upon the filing of any complaint, or the filing of any action to foreclose the Mortgage in any court having jurisdiction, such court may, at any time and without notice to the Borrower or any party claiming under said Borrower, and without regard to the then value of the Property or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver to serve without bond, to take possession of the Property, with the authority and power to rent and lease the Property; to maintain the Property, to collect all rents and profits; and to pay expenses incurred for maintenance, utilities, and taxes during the pendency of such action until redemption or confirmation of sale. Monies received by said receiver shall be applied, in the discretion of the receiver, toward expenses incurred in administration, expenses incurred in management, costs of renting, maintenance, utilities and taxes, reasonable attorneys' fees, and the amount due the Bank. Upon foreclosure and sale of the Property, proceeds shall be applied as follows: (a) first, to expenses of advertising, selling and conveying the Property; to all moneys advanced for insurance, taxes and other liens or assessments and sums which have been expended in and about the preservation of the Property, and to all disbursements incurred by the Bank including but not limited to court costs, sheriff's and service fees, and costs of title expense, together with reasonable attorneys' fees; (b) second, to the principal portion of the Note Debt and the interest due up to the time of confirmation of such sale or payment; (c) third, the excess, if any, according to further order of the court. It shall not be the duty of the purchaser to see to the application of the purchase money. In case of payment of the Note Debt prior to the confirmation of sheriff's sale but after the filing of any complaint or any action to foreclose the Mortgage all costs and disbursements incurred, including but not limited to title costs, court costs, disbursements and expenses of such proceeding, and reasonable attorneys' fees shall be added to the Note Debt.

#### 14. FORECLOSURE ELECTION

Notwithstanding anything to the contrary herein, the Borrower agrees that in the event of foreclosure, the

Bank may, at such time, waive judgment for any deficiency and proceed pursuant to the provisions of Section 846.103(2) of the Wisconsin Statutes, as they may apply to the Property.

**15. WARRANTIES AND REPRESENTATIONS**

Borrower and the person signing on behalf of Borrower warrant that Borrower and the person signing on behalf of Borrower have authority and capacity to enter into this Note and the Mortgage; good right to sell, mortgage, or convey the Property; that the Property is free and clear from encumbrances, and Borrower warrants the title thereto against all persons whomsoever. Each person signing below on behalf of another warrants and represents that he or she has authority to act on the other's behalf, that his or her signature is sufficient to bind the other, and that he or she has disclosed to Bank the terms and extent of his or her authority. Borrower warrants and covenants that, to the best of Borrower's knowledge, there are no waste, refuse, pollutants, contaminants, toxic or hazardous materials on, in or about the property; and that, to the best of Borrower's knowledge, the Property and its past, existing, and future uses have not, do not, and will not violate any local, state or federal laws regulating environmental matters or petroleum products, waste, refuse, pollutants, hazardous materials, or toxic materials. The Bank may require Borrower to provide a rent roll, financial disclosures and financial statements at reasonable times and on reasonable notice. All such statements and disclosures shall be true and correct. Each maker included within the term Borrower has made an independent determination of the financial condition of all other makers, and the Bank has made no representations about the financial condition of any maker or about the collectability or enforceability of this Note.

**16. WAIVER**

The Borrower waives notice of and consents to any and all extensions of this Note or any part thereof, without notice, and waives demand, presentment for payment, notice of non-payment and protest.

**17. SINGULAR INCLUDES PLURAL**

If more than one promisor has executed this Note the term of "Borrower" and the use of the singular number herein shall be read and construed accordingly, and, if only one promisor has executed this Note, the use of the plural number herein shall be read and construed accordingly.

**18. NOTE AND MORTGAGE ONE CONTRACT**

This Note is secured by the Mortgage to the Bank bearing even date herewith, and all of the terms and conditions of the Mortgage are hereby incorporated herein and made a part of this Note. If any clause or term herein is declared unconstitutional or in violation of Wisconsin Statutes or other applicable law, it shall not affect the validity of the remaining provisions of this Note.

Witness our hands and seals this day June 19, 2002 .

  
\_\_\_\_\_  
(Seal)  
Dennis Witthun, Married

**MORTGAGE**

DOCUMENT NUMBER

8322112

REGISTER'S OFFICE 1 SS  
Milwaukee County, WI

RECORDED AT 2:11 PM

07-30-2002

RETURN TO MORTGAGEE AT:

WAUWATOSA SAVINGS BANK  
7500 W. STATE ST.  
WAUWATOSA, WI 53213

IGNATIUS J. NIEMCZYK  
REGISTER OF DEEDS

AMOUNT 13.00

PARCEL ID NUMBER

(1) 308-0876-9 (2) 174-0372-3



REEL

5380

The undersigned Mortgagor(s):

Loan Number:

Dennis Witthun, Married

IMAGE

herby mortgage(s) to WAUWATOSA SAVINGS BANK, a Wisconsin Corporation, Mortgagee, real estate in Milwaukee County, Wisconsin described as follows (hereinafter the "Property"):

(1) THE SOUTH 7 FEET OF LOT 1, AND THE NORTH 27 1/2 FEET OF LOT 2, IN BLOCK 35, IN RESIDENCE PARK NO.2, BEING A SUBDIVISION OF A PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 7 NORTH, RANGE 21 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN. ALSO KNOWN AS: 2876 N 38TH ST, MILWAUKEE, WI. (2) LOT 18 IN BLOCK 3, IN SALLIE ANN ESTATES BEING A SUBDIVISION OF A PART OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 8 NORTH, RANGE 21 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN. ALSO KNOWN AS: 5834-36 N 63RD ST, MILWAUKEE, WI. THIS MORTGAGE COVERS NON-HOMESTEAD PROPERTY.

3783

including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or otherwise, and any other thing now or hereafter thereon, including screens, window shades, storm doors and windows, floor coverings, screen doors, awnings, built-in stoves, and water heaters (all of which are fixtures and a part of said real estate whether physically attached thereto or not), together with the privileges, hereditaments, appurtenances and improvements now or hereafter belonging to or erected thereon, hereby releasing and waiving all rights under any homestead exemption laws and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein.

This mortgage is given to secure an indebtedness to the Mortgagee under a mortgage note in the amount of Forty Nine Thousand Nine Hundred and no/100 Dollars (\$ 49,900.00 ) of even date; executed by the Mortgagors, which note is made a part hereof (hereinafter the "Note") and such additional sums subsequently advanced in accordance with and pursuant to the Note and all other indebtedness of Mortgagors to Mortgagee agreed by Mortgagors to be secured hereby. It is the intent hereof to secure payment of the Note whether the entire amount has been advanced to Mortgagors at the date hereof or is advanced at a later date, or having been advanced, has been repaid in part and further advances made at a later date. Nothing herein contained shall be considered as limiting the amount that shall be secured hereby when advanced to protect the Property, or in accordance with covenants contained in this mortgage and the Note.

The Mortgagors hereby assign to the Mortgagee as additional cash collateral security all rents and profits derived from the property and all escrow funds paid to Mortgagee pursuant to the Note. The Mortgagors hereby appoint said Mortgagee agent for the management of the Property, and the Mortgagee shall at any time and without notice have the right to enter upon, take possession of and manage the Property, including the right to hire and pay a property manager, and to collect the rents of the property, including those past due, directly from the occupants and past occupants of the Property, and bring or defend any actions in connection with the property, which appointment and rights the Mortgagee may elect to accept and exercise in the event the Mortgagee, in its sole discretion, determines there has been a default or breach of covenant by the Mortgagors. The Mortgagee may elect from time to time not to enforce some or all of the provisions of this paragraph. The Mortgagee may provide a copy hereof to the occupants and past occupants of the Property, and such copy shall be sufficient notice and evidence of the Mortgagee's right to collect rents directly from said occupants. Mortgagee consents to the appointment of a receiver by a court, without notice and without bond, to take possession of the Property, with authority and power to rent and lease the Property; to manage and maintain the Property, including hiring a property

manager; to collect all rents and profits; to terminate tenancies and evict occupants, or tenants in default; and to pay expenses incurred for maintenance, utilities, and taxes, and insurance; and with such other power and authority as granted by the Note and the court.

The Mortgagors agree that in the event of foreclosure, the Mortgagee may, at such time, waive judgment for any deficiency and proceed pursuant to the provisions of Sections 846.101 and 846.103(2) of the Wisconsin Statutes, as they may apply to the property.

In the event that the Property or any part thereof is sold, conveyed, transferred, encumbered, or leased for a term of more than one year, or in the event that either legal or equitable title vests in any persons other than the Mortgagor for any reason, the entire indebtedness pursuant to this mortgage and the Note shall become due and payable forthwith, at the option of the Mortgagee, without further notice.

If one person executes this mortgage, the term "Mortgagors" and the use of the plural number herein shall be read and construed accordingly.

IN WITNESS WHEREOF, the said Mortgagor(s) have executed and sealed this Instrument at Oak Creek, WI on June 19, 2002

 (Seal)  
Dennis Witthun, Married

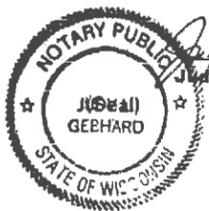
STATE OF WISCONSIN  
Milwaukee County

Personally came before me on June 19, 2002, the above named:  
Dennis Witthun, Married

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

This instrument was drafted by:

R. R. Perry for  
Wauwatosa Savings Bank



  
Judy L. Gebhard  
Notary Public, Milwaukee State of Wisconsin  
My Commission Expires: February 28, 2004

REEL 5380 IMAGE 3784

Handwritten initials: BWS, SP

Document No.	ASSUMPTION AGREEMENT Document Name
--------------	---------------------------------------

DOC.# 09846378

RECORDED  
02/17/2010 10:19AM

JOHN LA FAVE  
REGISTER OF DEEDS  
Milwaukee County, WI  
AMOUNT: \$15.00

FEE EXEMPT #: 0

This document has been electronically recorded and returned to the submitter.

THIS AGREEMENT, entered into between WATERSTONE BANK SSB, of Wauwatosa, Wisconsin, hereinafter referred to as "the Bank", and Dennis Witthun) of Milwaukee, WI hereinafter referred to as the "Mortgagor" and Todd A Brunner, of Milwaukee, WI, hereinafter referred to as the "Purchaser";

WITNESSETH: WHEREAS, the Mortgagor executed a Note (the "Note") and a Mortgage (the "Mortgage") to secure the Note in the amount of Forty Nine Thousand Nine Hundred Dollars (\$49,900), to the Bank, dated June 19<sup>th</sup>, 2002, and which Mortgage is recorded in the Office of the Register of Deeds of Milwaukee County, Wisconsin, on July 30<sup>th</sup>, 2002 in Reel 5380 of Mortgages, Image 3783 as Document No. 8322112, and which is identified as Bank Loan No. \_\_\_\_\_ and, with respect to the Mortgaged Premises described below:

Return to:  
WaterStone Bank  
11200 W. Plank Ct.  
Wauwatosa, WI 53226

**LEGAL DESCRIPTION:**  
See attached

Tax Key No: 308-0876-9

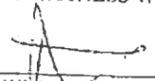
WHEREAS, the Mortgage provides that upon transfer of title to the Mortgaged Premises, the entire indebtedness pursuant to the Mortgage shall be due and payable at the option of the Bank, and,

WHEREAS, the Mortgagor has sold and conveyed Mortgagor's interest in the said Mortgage Premises to the Purchaser, and the Purchaser wishes to assume and pay the Note and Mortgage;

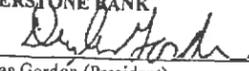
NOW THEREFORE, IN CONSIDERATION, of the covenants herein contained, it is agreed by and between the parties hereto as follows:

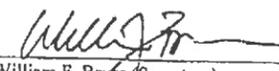
1. The Bank hereby consents to the transfer of the Mortgaged Premises from the Mortgagor to the Purchaser;
2. The Purchaser assumes and agrees to pay the Note and Mortgage and further agrees that Purchaser is personally liable to the Bank for all of the terms and conditions of the Note and Mortgage the same as if Purchaser had executed the Note and Mortgage in the first instance;
3. The interest on the remaining principal balance of \$17,584.42 on said indebtedness shall be at the rate of 6.00 percent per annum computed according to the terms of the original Note, and the now monthly payment for Principal and Interest shall be at \$136.21 per month commencing 01/01/2010, plus the necessary monthly installments of taxes and insurance as provided in the Note;
4. The Mortgagor hereby consents that the funds in Mortgagor's Tax and Insurance Escrow Accounts, if any, be transferred to the Purchaser's account;
5. That this Agreement shall not relieve Dennis Witthun, the Mortgagor, from the Mortgagor's liability to the Bank under the terms and conditions of the Note and Mortgage and as amended by this Agreement;
6. In all other respects, the Note and Mortgage shall remain in full force and effect, are amended only by the terms and conditions of this Assumption Agreement; and the Mortgagor further agrees to be bound by and heroby consents to any subsequent change in the time, term, manner or method of payment of the indebtedness, or any part thereof, contracted by the Bank and the Purchaser or the transferees of the Purchaser.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals this 31st of December, 2009:

  
Dennis Witthun (Mortgagor)

  
\_\_\_\_\_  
S Michael Capriolo  
Notary Public, Waukesha, Wisconsin  
My Commission Expires: 02/05/2012

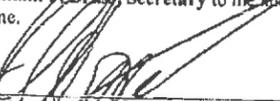
WATERSTONE BANK  
  
\_\_\_\_\_  
Douglas Gordon (President)

  
\_\_\_\_\_  
William F. Bruss (Secretary)

Acknowledgment

State of Wisconsin )  
Waukesha County )

Personally came before me this 31st day of December, 2009, the above-named Douglas Gordon, President and William F. Bruss, Secretary to me known to be the persons who executed the foregoing instrument and acknowledge the same.

  
\_\_\_\_\_  
S Michael Capriolo  
Notary Public, Waukesha, Wisconsin  
My Commission Expires: 02/05/2012

Drafted by William F. Bruss for  
WATERSTONE BANK

The South 7 feet of Lot 1, and the North 27 1/2 feet of Lot 2, in Block 35, in Residence Park No. 2, being a Subdivision of a part of the Northwest 1/4 of Section 13, in Township 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

Tax Key No. 308-0876-9

Property Address: 2875 N. 36th Street, Milwaukee, WI

**MORTGAGE NOTE**  
**(Non-owner Occupied) Short Term Note**

FOR VALUE RECEIVED, the undersigned makers, the Promisors and/or Mortgagors, hereinafter called BORROWER (whether one or more), promises and agrees as follows:

**1. TERMS OF REPAYMENT AND ADDITIONAL ADVANCES**

To pay to the order of WAUWATOSA SAVINGS BANK, Promisee and Mortgagee, a Corporation hereinafter called BANK, its successors and assigns, at its offices in Wauwatosa, Wisconsin, or such other place as may be designated by the holder of this Mortgage Note (hereinafter the "Note"), the principal sum of ~~One Hundred Eight Thousand Four Hundred and no/100~~ Dollars, (\$ ~~108,400.00~~ ), and such additional sums as may be subsequently advanced hereon to the Borrower by the Bank, together with interest thereon at the initial rate of ~~6.000~~ percent per annum, until the loan shall have been fully paid. Such principal and interest shall be due and payable in monthly installments of \$ ~~649.91~~ , on the first day of each and every month, commencing ~~July 1, 2003~~ . The entire balance shall be fully due and payable on ~~July 1, 2006~~ (the maturity date), unless Borrower fails to comply with all Borrower's obligations hereunder, in which event it shall become due prior thereto. It is intended that all provisions in this Note and the mortgage given as collateral security hereto (hereinafter the "Mortgage") comply with the provisions of Chapter 138 of the Wisconsin Statutes at the time of execution thereof, and to the extent not in compliance shall be superseded by the provisions of said statute. The principal sum, the interest thereon, and all other amounts payable by Borrower to Bank under this Note or under the Mortgage shall hereinafter be called the Note Debt.

**2. INTEREST ON UNPAID BALANCE**

Said interest shall be added to the total of the Note Debt as of the first day of each month at the annual rate of interest above provided, said interest calculation to be based upon the unpaid total of the Note Debt as of the close of business on the last day of each month.

**3. PREPAYMENT PROVISION**

The Bank may charge and Borrower shall pay 90 days interest of the contract rate in effect on the date of such prepayment, on the amount of any principal prepayments. A prepayment penalty shall not be assessed on account of a payment made within 30 days preceding the maturity date.

**4. ESCROW REQUIREMENTS**

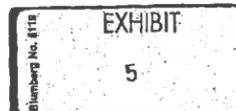
Borrower shall pay to the Bank on the day monthly payments are due, until the Note Debt is paid in full, a sum equal to one-twelfth of the following escrow items: (a) yearly taxes and assessments on the property which is subject to the mortgage securing this Note (hereinafter the "Property"); (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums on the Property; and (d) yearly mortgage insurance premiums, if any. The Bank may require escrow payments in an amount estimated on the basis of current data and reasonably estimated future escrow requirements. Escrow funds shall be held by the Bank and the Bank shall apply them to pay the escrow items. If the escrow funds held by the Bank exceed the amount required to pay the escrow items when due, the excess may, at the Bank's option, be credited to Borrower on future escrow obligations. If the amount of the escrow held by the Bank is not sufficient to pay the escrow items when due, Borrower shall pay to Bank any amount necessary to make up the deficiency in one or more payments as required by the Bank. The Bank shall not pay interest on escrow funds unless required by law. Upon payment in full of all sums owed pursuant to this Note and the Mortgage the Bank shall refund to Borrower any escrow funds held by the Bank. The Bank may waive Borrower's obligations under this paragraph 4, provided that the Bank may revoke such waiver if the Bank determines that its security is diminished by failure of the borrower to comply with this paragraph.

**5. LATE CHARGE**

The Bank shall charge and Borrower shall pay a "late charge" not to exceed 5% of each monthly payment (including escrow payments) more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments. If not paid, this late charge shall be added to the Note Debt.

**6. OTHER CHARGES**

If borrower is a participant in the Bank's Auto-Payback Program ("Program") and Borrower terminates or



falls to make payment of monthly payments to the Bank pursuant to the Program, the Bank shall charge and Borrower shall pay a processing fee not to exceed \$200.00. If not paid, this fee shall be added to the Note Debt.

#### 7. APPLICATION OF PAYMENTS

Unless applicable law provides otherwise, all payments received by the Bank under paragraphs 1 and 4 shall be applied: first, to late charges due; second, to processing fees due; third, to prepayment charges due; fourth, to interest due; fifth, to principal due; and last, to amounts payable under paragraph 4.

#### 8. TO REPAIR, MAINTAIN AND INSURE PREMISES, AND PAY TAXES

Borrower agrees to keep the building and other structures on the Property in good repair, free from liens and free from waste, refuse, pollutants, contaminants, or hazardous or toxic materials and to comply with local, state, and federal laws relating to condition of the Property and regulating waste, refuse, pollutants, contaminants, petroleum products, or hazardous or toxic materials; to pay all taxes, special and other assessments levied or assessed by virtue of any law and assessment now or hereafter in force upon or against said Property or against the Bank, upon this Note, the Note Debt, the Mortgage, or upon the Bank's interest in the Property arising by reason of the Mortgage; to pay all bills for repairs and any and all expenses incident to the ownership of the Property when due and payable, in order that no lien superior to that of the Bank may be created against the Property during the term of the Mortgage; to permit the Bank to inspect, test and monitor the Property at reasonable times and upon reasonable notice; and to exhibit upon demand, at the office of the Bank, all receipts for said taxes and assessments, and all bills; to keep buildings and improvements now existing or hereafter to be erected or placed on the Property constantly insured up to their full insurable value, in companies acceptable to the Bank, by policies of insurance providing fire loss coverage, extended coverage, and such other coverage as may be required by the Bank, including flood loss coverage; to deliver to the Bank the policies of insurance and their renewals when due in such form as the Bank may elect, which policies shall have attached thereto loss payable clauses in favor of and in form acceptable to the Bank. Each insurance company concerned is hereby authorized and directed to make payment for loss directly to the Bank; the insurance proceeds, or any part thereof, may be applied by the Bank at its option either to the reduction of the Note Debt or to the restoration or repair of the Property. In case of failure of the Borrower to satisfy Borrower's obligations under this paragraph 7, the Bank may take reasonable steps to preserve the value of the Property, may pay any tax or assessment, make and pay for repairs, procure the insurance, discharge any claim, lien or encumbrance, or purchase any tax certificate or title or claim against the Property, and all sums so paid shall be added to the principal portion of the Note Debt as of the first day of the then current month, and become a part of the Note Debt, with interest thereon at a rate of 1-1/2% per annum in excess of the contract rate. The Borrower shall repay upon demand any monies paid or disbursed by the Bank for any of said purposes, and the Bank shall have no duty to inquire as to the validity of any tax, assessment, tax title or other claim against the Property but the receipt of the proper officer, tax or assessment purchaser or release of claim shall be conclusive of the validity and the amount thereof.

#### 9. CONSENT REQUIRED TO TRANSFER

It is expressly understood and agreed that the Note Debt shall become due and payable forthwith, at the option of the Bank, if at any time during the term of this Note the Borrower shall sell, convey, transfer, or in any manner encumber the Property, or lease or rent for a period in excess of one year, or if either legal or equitable title shall vest in any person other than the Borrower in any manner and for any reason whatsoever, unless the consent in writing of the Bank, its successors or assigns, is first obtained. In the event of the approval by the Bank of any such transfer of title, the Bank shall make a service charge of 2% of the original principal balance due under this agreement which if not paid will be added to the principal portion of the Note Debt.

#### 10. CHANGE OF OWNERSHIP NOT TO RELEASE MORTGAGORS

In the event the ownership of the Property or any part thereof becomes vested in a person other than the Borrower, the Bank may, without notice to the Borrower, deal with such successor or successors in interest with reference to the Mortgage and the Note Debt in the same manner as with the Borrower, and may forbear to sue or may extend time for payment of the Note Debt without discharging or in any way affecting the liability of the Borrower for the Note Debt.

#### 11. OPTIONS OF BANK IN CASE OF DEFAULT

The happening of any one or more of the following events or conditions shall be a default hereunder, and upon the happening of any one or more of such events, or in case of default in any of the terms, conditions, or agreements of this Note or the Mortgage, the Bank may, at its option and without any notice or demand whatsoever, declare the entire Note Debt due and payable, and apply toward the payment of said Note

Debt any indebtedness of the Bank to the Borrower, and thereafter proceed by action at law or to foreclose the Mortgage or both: (a) upon default by the Borrower in any payment provided in this Note or the Mortgage; (b) upon the making of a contract or agreement by the Borrower or suffering anything to be done whereby anyone may acquire the right to place a lien, mortgage, or other encumbrance against the Property; (c) in case of the actual or threatened alteration, addition to, demolition, or removal of any building on the Property without the prior written consent of the Bank; (d) in case of any act done or suffered to be done by the Borrower, whereby the security effected or intended to be effected, by this Note and the Mortgage is weakened, diminished or impaired; (e) upon the default by said Borrower in the performance of any one or more of the covenants and agreements contained in this Note or the Mortgage; (f) if Borrower becomes insolvent or if a suit, action or proceeding shall be instituted by or against the Borrower to adjudicate Borrower as a bankrupt or insolvent, or seeking composition, reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or other present or future statute, law, rule or regulation; (g) if a suit, action or proceeding shall be instituted by virtue of a subordinate lien or claim against the Property; or if any order, judgment or decree is entered against Borrower by a court of any jurisdiction in any way whatsoever arising out of this Note or the Mortgage; or (h) in case of discovery by the Bank of a material misrepresentation in the application. The Borrower hereby assigns to the Bank as additional cash collateral security all rents and profits derived from the Property and all escrow funds paid to the Bank pursuant to this Note. The Borrower does hereby appoint said Bank agent for the management of the Property; and the Bank shall at any time and without notice have the right to enter upon, take possession of, and manage the Property, including the right to hire and pay a property manager and to collect the rents of the Property, including those past due, directly from the occupants or past occupants of the Property, and bring or defend any action in connection with said premises, which appointment and rights the Bank may elect and exercise to accept in the event the Bank, in its sole discretion, determines there has been a default or breach of covenant by the Borrower. The failure on the part of the Bank to exercise any of its rights hereunder shall not be construed to prejudice its other rights or its right upon any other or subsequent default or breach of covenant. It shall not affect the liability of any maker included within the term Borrower if the Bank, with or without notice, accepts partial payments; releases, impairs or fails to realize upon collateral for the Note Debt; releases, agrees not to sue, or compromises a claim against any such maker; or renews or extends the term of this Note.

#### 12. COSTS AND ATTORNEY'S FEES; INDEMNIFICATION

It is understood and agreed that said Borrower shall pay all costs and reasonable attorneys' fees as incurred or paid by the Bank in any suit, action or proceeding in which it may be a party, whether as a plaintiff or defendant or otherwise, by reason of being a party to this Note or the Mortgage, or incurred or paid by the Bank by reason of any dispute, issue, or claim arising out of this Note or the Mortgage, or the interest of the Bank in the Property. The Bank may, at its option, add said costs and fees to the principal portion of the Note Debt in the event of non-payment by the Borrower. Borrower shall indemnify the Bank and hold the Bank harmless from all loss, costs, expenses, claims, and liabilities, including litigation expenses and attorneys' fees, arising from hazardous or toxic materials on, in or about the Property or arising in any way from Borrower's use of the Property.

#### 13. FORECLOSURE

Upon the filing of any complaint, or the filing of any action to foreclose the Mortgage in any court having jurisdiction, such court may, at any time and without notice to the Borrower or any party claiming under said Borrower, and without regard to the then value of the Property or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver to serve without bond, to take possession of the Property, with the authority and power to rent and lease the Property; to maintain the Property, to collect all rents and profits; and to pay expenses incurred for maintenance, utilities, and taxes during the pendency of such action until redemption or confirmation of sale. Moneys received by said receiver shall be applied, in the discretion of the receiver, toward expenses incurred in administration, expenses incurred in management, costs of renting, maintenance, utilities and taxes, reasonable attorneys' fees, and the amount due the Bank. Upon foreclosure and sale of the Property, proceeds shall be applied as follows: (a) first, to expenses of advertising, selling and conveying the Property; to all moneys advanced for insurance, taxes and other liens or assessments and sums which have been expended in and about the preservation of the Property, and to all disbursements incurred by the Bank including but not limited to court costs, sheriff's and service fees, and costs of title expense, together with reasonable attorneys' fees; (b) second, to the principal portion of the Note Debt and the interest due up to the time of confirmation of such sale or payment; (c) third, the excess, if any, according to further order of the court. It shall not be the duty of the purchaser to see to the application of the purchase money. In case of payment of the Note Debt prior to the confirmation of sheriff's sale but after the filing of any complaint or any action to foreclose the Mortgage all costs and disbursements incurred, including but not limited to title costs, court costs, disbursements and expenses of such proceeding, and reasonable attorneys' fees shall be added to the Note Debt.

#### 14. FORECLOSURE ELECTION

Notwithstanding anything to the contrary herein, the Borrower agrees that in the event of foreclosure, the

Bank may, at such time, waive judgment for any deficiency and proceed pursuant to the provisions of Section 846.103(2) of the Wisconsin Statutes, as they may apply to the Property.

#### 15. WARRANTIES AND REPRESENTATIONS

Borrower and the person signing on behalf of Borrower warrant that Borrower and the person signing on behalf of Borrower have authority and capacity to enter into this Note and the Mortgage; good right to sell, mortgage, or convey the Property; that the Property is free and clear from encumbrances, and Borrower warrants the title thereto against all persons whomsoever. Each person signing below on behalf of another warrants and represents that he or she has authority to act on the other's behalf, that his or her signature is sufficient to bind the other, and that he or she has disclosed to Bank the terms and extent of his or her authority. Borrower warrants and covenants that, to the best of Borrower's knowledge, there are no waste, refuse, pollutants, contaminants, toxic or hazardous materials on, in or about the property; and that, to the best of Borrower's knowledge, the Property and its past, existing, and future uses have not, do not, and will not violate any local, state or federal laws regulating environmental matters or petroleum products, waste, refuse, pollutants, hazardous materials, or toxic materials. The Bank may require Borrower to provide a rent roll, financial disclosures and financial statements at reasonable times and on reasonable notice. All such statements and disclosures shall be true and correct. Each maker included within the term Borrower has made an independent determination of the financial condition of all other makers, and the Bank has made no representations about the financial condition of any maker or about the collectability or enforceability of this Note.

#### 16. WAIVER

The Borrower waives notice of and consents to any and all extensions of this Note or any part thereof, without notice, and waives demand, presentment for payment, notice of non-payment and protest.

#### 17. SINGULAR INCLUDES PLURAL

If more than one promisor has executed this Note the term of "Borrower" and the use of the singular number herein shall be read and construed accordingly, and, if only one promisor has executed this Note, the use of the plural number herein shall be read and construed accordingly.

#### 18. NOTE AND MORTGAGE ONE CONTRACT

This Note is secured by the Mortgage to the Bank bearing even date herewith, and all of the terms and conditions of the Mortgage are hereby incorporated herein and made a part of this Note. If any clause or term herein is declared unconstitutional or in violation of Wisconsin Statutes or other applicable law, it shall not affect the validity of the remaining provisions of this Note.

Witness our hands and seals this day June 3, 2003.

  
(Seal)  
Todd A Brunner, Married

**MORTGAGE**

DOCUMENT NUMBER

RETURN TO MORTGAGEE AT:

WAUWATOSA SAVINGS BANK  
7500 W. STATE ST.  
WAUWATOSA, WI 53213

PARCEL ID NUMBER

DOC #  
8674463

REGISTER'S OFFICE 1 SS  
Milwaukee County, WI  
RECORDED AT 2:23 PM  
11-07-2003

JOHN LA FAVE  
REGISTER OF DEEDS

AMOUNT 15.00

REEL

5706

IMAGE

5077

The undersigned Mortgagor(s):

Loan Number:

Todd A Brunner, Married

hereby mortgage(s) to WAUWATOSA SAVINGS BANK, a Wisconsin Corporation, Mortgagee, real estate in Milwaukee County, Wisconsin described as follows (hereinafter the "Property"):

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTIONS. \*\*\*THIS MORTGAGE COVERS NON-HOMESTEAD PROPERTY.\*\*\*

including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or otherwise, and any other thing now or hereafter therein or thereon, including screens, window shades, storm doors and windows, floor coverings, screen doors, awnings, built-in stoves, and water heaters (all of which are fixtures and a part of said real estate whether physically attached thereto or not), together with the privileges, hereditaments, appurtenances and improvements now or hereafter belonging to or erected thereon, hereby releasing and waiving all rights under any homestead exemption laws and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein.

This mortgage is given to secure an indebtedness to the Mortgagee under a mortgage note in the amount of One Hundred Eight Thousand Four Hundred and no/100 Dollars (\$ 108,400.00 ) of even date, executed by the Mortgagors, which note is made a part hereof (hereinafter the "Note") and such additional sums subsequently advanced in accordance with and pursuant to the Note and all other indebtedness of Mortgagors to Mortgagee agreed by Mortgagors to be secured hereby. It is the intent hereof to secure payment of the Note whether the entire amount has been advanced to Mortgagors at the date hereof or is advanced at a later date, or having been advanced, has been repaid in part and further advances made at a later date. Nothing herein contained shall be considered as limiting the amount that shall be secured hereby when advanced to protect the Property, or in accordance with covenants contained in this mortgage and the Note.

The Mortgagors hereby assign to the Mortgagee as additional cash collateral security all rents and profits derived from the property and all escrow funds paid to Mortgagee pursuant to the Note. The Mortgagors hereby appoint said Mortgagee agent for the management of the Property, and the Mortgagee shall at any time and without notice have the right to enter upon, take possession of and manage the Property, including the right to hire and pay a property manager, and to collect the rents of the property, including those past due, directly from the occupants and past occupants of the Property, and bring or defend any actions in connection with the property, which appointment and rights the Mortgagee may elect to accept and exercise in the event the Mortgagee, in its sole discretion, determines there has been a default or breach of covenant by the Mortgagors. The Mortgagee may elect from time to time not to enforce some or all of the provisions of this paragraph. The Mortgagee may provide a copy hereof to the occupants and past occupants of the Property, and such copy shall be sufficient notice and evidence of the Mortgagee's right to collect rents directly from said occupants. Mortgagee consents to the appointment of a receiver by a court, without notice and without bond, to take possession of the Property, with authority and power to rent and lease the Property; to manage and maintain the Property, including hiring a property

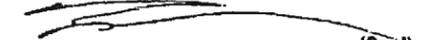
manager; to collect all rents and profits; to terminate tenancies and evict occupants, or tenants in default; and to pay expenses incurred for maintenance, utilities, and taxes, and insurance; and with such other power and authority as granted by the Note and the court.

The Mortgagors agree that in the event of foreclosure, the Mortgagee may, at such time, waive judgment for any deficiency and proceed pursuant to the provisions of Sections 846.101 and 846.103(2) of the Wisconsin Statutes, as they may apply to the property.

In the event that the Property or any part thereof is sold, conveyed, transferred, encumbered, or leased for a term of more than one year, or in the event that either legal or equitable title vests in any persons other than the Mortgagor for any reason, the entire indebtedness pursuant to this mortgage and the Note shall become due and payable forthwith, at the option of the Mortgagee, without further notice.

If one person executes this mortgage, the term "Mortgagors" and the use of the plural number herein shall be read and construed accordingly.

IN WITNESS WHEREOF, the said Mortgagor(s) have executed and sealed this Instrument at Waukesha, WI on June 3, 2003

 (Seal)  
Todd A Brunner, Married

REEL

5706

IMAGE

5078

STATE OF WISCONSIN  
Waukesha County

Personally came before me on June 3, 2003, the above named:  
Todd A Brunner, Married

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

This instrument was drafted by:

R. R. Perry for  
Wauwatosa Savings Bank

  
(Seal) Alan P Clementi  
Notary Public, Waukesha State of Wisconsin  
My Commission Expires: April 8, 2007

EXHIBIT A

\*\*\*LEGAL DESCRIPTION\*\*\*

REEL 5706 IMAGE 5079

Parcel #1 (address of <sup>4582</sup>~~4538~~ N. 24th Place, Milwaukee, WI):  
 Lot 9 in Block 9 in Glenside, being a Subdivision of a part of the NW 1/4 of Section 6, Town 7 North, Range 22 East in the City and County of Milwaukee, Wisconsin, and also: A piece of Land in the NW 1/4 of Section 6, Town 7 North, Range 22 East, more particularly described as follows: Commencing at a point in the East Line of Lot 10 in Block 9, Glenside, being a Subdivision of a part of the NW 1/4 of Section 6, Town 7 North, Range 22 East, said point lying 0.98 feet South of NE Corner of said Lot 10, running thence North along the East Line of Lots 9 and 10, in Block 9 of said Subdivision 29.98 feet to a point in the South line of said Lot 9; thence East along the South line of Lot 9 aforesaid 11.96 feet to a point, said point lying 9.00 feet West of the West line of the North and South alley in Block 9 of said Subdivision; thence South along a line which is parallel to and 9.00 feet West of the West line of said alley extended South 29.98 feet to a point; thence West 11.96 feet to the point of commencement.

Parcel #2 (address of 5930 N. 40th Street, Milwaukee, WI):  
 That part of the West 50 acres of the North 1/2 of the SW 1/4 of Section 25 in Town 8 North, Range 21 East, in the City and County of Milwaukee, Wisconsin, bounded and described as follows, to-wit: Commencing at a point 1097 feet East of the West line and 900 feet North of the South line of said West 50 acres; running thence East 127.5 feet to a point; thence North 50 feet to a point; thence West 127.5 feet to a point; thence South 50 feet to the place of beginning. Said tract also being known as Lot 5 in Block 4 in the unrecorded Plat of Gehl Park.

Parcel #3 (address of 4714 W. Villard Avenue, Milwaukee, WI):  
 That part of the NE 1/4 of Section 35, in Town 8 North, Range 21 East, in the City and County of Milwaukee, Wisconsin, bounded and described as follows: Commencing at a point on the South line 1135 feet East of the SW corner of said 1/4 Section; running thence East along the South line of said 1/4 Section, 50 feet to a point; thence North and parallel to the West line of said 1/4 Section 175 feet to a point; thence West parallel to the South line of said 1/4 Section 50 feet to a point; thence South parallel to the West line of said 1/4 Section, 175 feet to the place of beginning, excepting the South 45 feet for street, and reserving the North 10 feet for alley purposes.

Parcel #4 (address of 3543 N. 15th Street, Milwaukee, WI):  
 The South 25 feet of Lot 9 and the North 10 feet of Lot 10, Block 9, in Irving Park, in the SE 1/4 of the NE 1/4 of Section 7, Town 7 North, Range 22 East, in the City and County of Milwaukee, Wisconsin.

For information only: WI  
 Parcel Identification Number(s): 231-0281-7 (PARCEL # 1)  
 171-9643 (PARCEL #2)  
 191-9928-X (PARCEL #3)  
 271-0886-1 (PARCEL #4)

**MORTGAGE NOTE**  
(Non-owner Occupied) Short Term Note

FOR VALUE RECEIVED, the undersigned makers, the Promisors and/or Mortgagors, hereinafter called BORROWER (whether one or more), promises and agrees as follows:

**1. TERMS OF REPAYMENT AND ADDITIONAL ADVANCES**

To pay to the order of WAUWATOSA SAVINGS BANK, Promisee and Mortgagee, a Corporation hereinafter called BANK, its successors and assigns, at its offices in Wauwatosa, Wisconsin, or such other place as may be designated by the holder of this Mortgage Note (hereinafter the "Note"), the principal sum of FIFTY-THREE THOUSAND AND NO/100 Dollars, (\$53,000.00), and such additional sums as may be subsequently advanced hereon to the Borrower by the Bank, together with interest thereon at the initial rate of 8.875 percent per annum, until the loan shall have been fully paid. Such principal and interest shall be due and payable in monthly installments of \$440.25, on the first day of each and every month, commencing FEBRUARY 01, 2001. The entire balance shall be fully due and payable on FEBRUARY 1, 2004 (the maturity date), unless Borrower fails to comply with all Borrower's obligations hereunder, in which event it shall become due prior thereto. It is intended that all provisions in this Note and the mortgage given as collateral security hereto (hereinafter the "Mortgage") comply with the provisions of Chapter 138 of the Wisconsin Statutes at the time of execution thereof, and to the extent not in compliance shall be superseded by the provisions of said statute. The principal sum, the interest thereon, and all other amounts payable by Borrower to Bank under this Note or under the Mortgage shall hereinafter be called the Note Debt.

**2. INTEREST ON UNPAID BALANCE**

Said interest shall be added to the total of the Note Debt as of the first day of each month at the annual rate of interest above provided, said interest calculation to be based upon the unpaid total of the Note Debt as of the close of business on the last day of each month.

**3. PREPAYMENT PROVISION**

The Bank may charge and Borrower shall pay 90 days interest of the contract rate in effect on the date of such prepayment, on the amount of any principal prepayments. A prepayment penalty shall not be assessed on account of a payment made within 30 days preceding the maturity date.

**4. ESCROW REQUIREMENTS**

Borrower shall pay to the Bank on the day monthly payments are due, until the Note Debt is paid in full, a sum equal to one-twelfth of the following escrow items: (a) yearly taxes and assessments on the property which is subject to the mortgage securing this Note (hereinafter the "Property"); (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums on the Property; and (d) yearly mortgage insurance premiums, if any. The Bank may require escrow payments in an amount estimated on the basis of current data and reasonably estimated future escrow requirements. Escrow funds shall be held by the Bank and the Bank shall apply them to pay the escrow items. If the escrow funds held by the Bank exceed the amount required to pay the escrow items when due, the excess may, at the Bank's option, be credited to Borrower on future escrow obligations. If the amount of the escrow held by the Bank is not sufficient to pay the escrow items when due, Borrower shall pay to Bank any amount necessary to make up the deficiency in one or more payments as required by the Bank. The Bank shall not pay interest on escrow funds unless required by law. Upon payment in full of all sums owed pursuant to this Note and the Mortgage the Bank shall refund to Borrower any escrow funds held by the Bank. The Bank may waive Borrower's obligations under this paragraph 4, provided that the Bank may revoke such waiver if the Bank determines that its security is diminished by failure of the borrower to comply with this paragraph.

**5. LATE CHARGE**

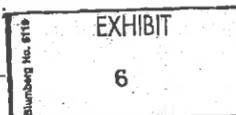
The Bank shall charge and Borrower shall pay a "late charge" not to exceed 5% of each monthly payment (including escrow payments) more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments. If not paid, this late charge shall be added to the Note Debt.

**6. OTHER CHARGES**

If borrower is a participant in the Bank's Auto-Payback Program ("Program") and Borrower terminates or fails to make payment of monthly payments to the Bank pursuant to the Program, the Bank shall charge and Borrower shall pay a processing fee not to exceed \$100.00. If not paid, this fee shall be added to the Note Debt.

**7. APPLICATION OF PAYMENTS**

Unless applicable law provides otherwise, all payments received by the Bank under paragraphs 1 and 4 shall be applied: first, to late charges due; second, to processing fees due; third, to prepayment charges due; fourth, to interest due;



fifth, to principal due; and last, to amounts payable under paragraph 4.

#### 8. TO REPAIR, MAINTAIN AND INSURE PREMISES, AND PAY TAXES

Borrower agrees to keep the building and other structures on the Property in good repair, free from liens and free from waste, refuse, pollutants, contaminants, or hazardous or toxic materials and to comply with local, state, and federal laws relating to condition of the Property and regulating waste, refuse, pollutants, contaminants, petroleum products, or hazardous or toxic materials; to pay all taxes, special and other assessments levied or assessed by virtue of any law and assessment now or hereafter in force upon or against said Property or against the Bank, upon this Note, the Note Debt, the Mortgage, or upon the Bank's interest in the Property arising by reason of the Mortgage; to pay all bills for repairs and any and all expenses incident to the ownership of the Property when due and payable, in order that no lien superior to that of the Bank may be created against the Property during the term of the Mortgage; to permit the Bank to inspect, test and monitor the Property at reasonable times and upon reasonable notice; and to exhibit upon demand, at the office of the Bank, all receipts for said taxes and assessments, and all bills; to keep buildings and improvements now existing or hereafter to be erected or placed on the Property constantly insured up to their full insurable value, in companies acceptable to the Bank, by policies of insurance providing fire loss coverage, extended coverage, and such other coverage as may be required by the Bank, including flood loss coverage; to deliver to the Bank the policies of insurance and their renewals when due in such form as the Bank may elect, which policies shall have attached thereto loss payable clauses in favor of and in form acceptable to the Bank. Each insurance company concerned is hereby authorized and directed to make payment for loss directly to the Bank; the insurance proceeds, or any part thereof, may be applied by the Bank at its option either to the reduction of the Note Debt or to the restoration or repair of the Property. In case of failure of the Borrower to satisfy Borrower's obligations under this paragraph 7, the Bank may take reasonable steps to preserve the value of the Property, may pay any tax or assessment, make and pay for repairs, procure the insurance, discharge any claim, lien or encumbrance, or purchase any tax certificate or title or claim against the Property, and all sums so paid shall be added to the principal portion of the Note Debt as of the first day of the then current month, and become a part of the Note Debt, with interest thereon at a rate of 1-1/2% per annum in excess of the contract rate. The Borrower shall repay upon demand any monies paid or disbursed by the Bank for any of said purposes, and the Bank shall have no duty to inquire as to the validity of any tax, assessment, tax title or other claim against the Property but the receipt of the proper officer, tax or assessment purchaser or release of claim shall be conclusive of the validity and the amount thereof.

#### 9. CONSENT REQUIRED TO TRANSFER

It is expressly understood and agreed that the Note Debt shall become due and payable forthwith, at the option of the Bank, if at any time during the term of this Note the Borrower shall sell, convey, transfer, or in any manner encumber the Property, or lease or rent for a period in excess of one year, or if either legal or equitable title shall vest in any person other than the Borrower in any manner and for any reason whatsoever, unless the consent in writing of the Bank, its successors or assigns, is first obtained. In the event of the approval by the Bank of any such transfer of title, the Bank shall make a service charge of 2% of the original principal balance due under this agreement which if not paid will be added to the principal portion of the Note Debt.

#### 10. CHANGE OF OWNERSHIP NOT TO RELEASE MORTGAGORS

In the event the ownership of the Property or any part thereof becomes vested in a person other than the Borrower, the Bank may, without notice to the Borrower, deal with such successor or successors in interest with reference to the Mortgage and the Note Debt in the same manner as with the Borrower, and may forbear to sue or may extend time for payment of the Note Debt without discharging or in any way affecting the liability of the Borrower for the Note Debt.

#### 11. OPTIONS OF BANK IN CASE OF DEFAULT

The happening of any one or more of the following events or conditions shall be a default hereunder, and upon the happening of any one or more of such events, or in case of default in any of the terms, conditions, or agreements of this Note or the Mortgage, the Bank may, at its option and without any notice or demand whatsoever, declare the entire Note Debt due and payable, and apply toward the payment of said Note Debt any indebtedness of the Bank to the Borrower, and thereafter proceed by action at law or to foreclose the Mortgage or both: (a) upon default by the Borrower in any payment provided in this Note or the Mortgage; (b) upon the making of a contract or agreement by the Borrower or suffering anything to be done whereby anyone may acquire the right to place a lien, mortgage, or other encumbrance against the Property; (c) in case of the actual or threatened alteration, addition to, demolition, or removal of any building on the Property without the prior written consent of the Bank; (d) in case of any act done or suffered to be done by the Borrower, whereby the security effected or intended to be effected by this Note and the Mortgage is weakened, diminished or impaired; (e) upon the default by said Borrower in the performance of any one or more of the covenants and agreements contained in this Note or the Mortgage; (f) if Borrower becomes insolvent or if a suit, action or proceeding shall be instituted by or against the Borrower to adjudicate Borrower as a bankrupt or insolvent, or seeking composition, reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or other present or future statute, law, rule or regulation; (g) if a suit, action or proceeding shall be instituted by virtue of a subordinate lien or claim against the Property; or if any order, judgment or decree is entered against Borrower by a court of any jurisdiction in any way whatsoever arising out of this Note or the Mortgage; or (h) in case of discovery by the Bank of a material misrepresentation in the application. The Borrower hereby assigns to the Bank as additional cash collateral security all rents and profits derived from the Property and all escrow funds paid to the Bank pursuant to this Note. The Borrower does hereby appoint said Bank agent for the management of the Property; and the Bank shall at any time and without notice have the right to enter upon, take possession of, and

manage the Property, including the right to hire and pay a property manager and to collect the rents of the Property, including those past due, directly from the occupants or past occupants of the Property, and bring or defend any action in connection with said premises, which appointment and rights the Bank may elect and exercise to accept in the event the Bank, in its sole discretion, determines there has been a default or breach of covenant by the Borrower. The failure on the part of the Bank to exercise any of its rights hereunder shall not be construed to prejudice its other rights or its right upon any other or subsequent default or breach of covenant. It shall not affect the liability of any maker included within the term Borrower if the Bank, with or without notice, accepts partial payments; releases, impairs or fails to realize upon collateral for the Note Debt; releases, agrees not to sue, or compromises a claim against any such maker; or renews or extends the term of this Note.

#### 12. COSTS AND ATTORNEY'S FEES: INDEMNIFICATION

It is understood and agreed that said Borrower shall pay all costs and reasonable attorneys' fees as incurred or paid by the Bank in any suit, action or proceeding in which it may be a party, whether as a plaintiff or defendant or otherwise, by reason of being a party to this Note or the Mortgage, or incurred or paid by the Bank by reason of any dispute, issue, or claim arising out of this Note or the Mortgage, or the interest of the Bank in the Property. The Bank may, at its option, add said costs and fees to the principal portion of the Note Debt in the event of non-payment by the Borrower. Borrower shall indemnify the Bank and hold the Bank harmless from all loss, costs, expenses, claims, and liabilities, including litigation expenses and attorneys' fees, arising from hazardous or toxic materials on, in or about the Property or arising in any way from Borrower's use of the Property.

#### 13. FORECLOSURE

Upon the filing of any complaint, or the filing of any action to foreclose the Mortgage in any court having jurisdiction, such court may, at any time and without notice to the Borrower or any party claiming under said Borrower, and without regard to the then value of the Property or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver to serve without bond, to take possession of the Property, with the authority and power to rent and lease the Property; to maintain the Property, to collect all rents and profits; and to pay expenses incurred for maintenance, utilities, and taxes during the pendency of such action until redemption or confirmation of sale. Monies received by said receiver shall be applied, in the discretion of the receiver, toward expenses incurred in administration, expenses incurred in management, costs of renting, maintenance, utilities and taxes, reasonable attorneys' fees, and the amount due the Bank. Upon foreclosure and sale of the Property, proceeds shall be applied as follows: (a) first, to expenses of advertising, selling and conveying the Property; to all moneys advanced for insurance, taxes and other liens or assessments and sums which have been expended in and about the preservation of the Property, and to all disbursements incurred by the Bank including but not limited to court costs, sheriff's and service fees, and costs of title expense, together with reasonable attorneys' fees; (b) second, to the principal portion of the Note Debt and the interest due up to the time of confirmation of such sale or payment; (c) third, the excess, if any, according to further order of the court. It shall not be the duty of the purchaser to see to the application of the purchase money. In case of payment of the Note Debt prior to the confirmation of sheriff's sale but after the filing of any complaint or any action to foreclose the Mortgage all costs and disbursements incurred, including but not limited to title costs, court costs, disbursements and expenses of such proceeding, and reasonable attorneys' fees shall be added to the Note Debt.

#### 14. FORECLOSURE ELECTION

Notwithstanding anything to the contrary herein, the Borrower agrees that in the event of foreclosure, the Bank may, at such time, waive judgment for any deficiency and proceed pursuant to the provisions of Section 846.103(2) of the Wisconsin Statutes, as they may apply to the Property.

#### 15. WARRANTIES AND REPRESENTATIONS

Borrower and the person signing on behalf of Borrower warrant that Borrower and the person signing on behalf of Borrower have authority and capacity to enter into this Note and the Mortgage; good right to sell, mortgage, or convey the Property; that the Property is free and clear from encumbrances, and Borrower warrants the title thereto against all persons whomsoever. Each person signing below on behalf of another warrants and represents that he or she has authority to act on the other's behalf, that his or her signature is sufficient to bind the other, and that he or she has disclosed to Bank the terms and extent of his or her authority. Borrower warrants and covenants that, to the best of Borrower's knowledge, there are no waste, refuse, pollutants, contaminants, toxic or hazardous materials on, in or about the property; and that, to the best of Borrower's knowledge, the Property and its past, existing, and future uses have not, do not, and will not violate any local, state or federal laws regulating environmental matters or petroleum products, waste, refuse, pollutants, hazardous materials, or toxic materials. The Bank may require Borrower to provide a rent roll, financial disclosures and financial statements at reasonable times and on reasonable notice. All such statements and disclosures shall be true and correct. Each maker included within the term Borrower has made an independent determination of the financial condition of all other makers, and the Bank has made no representations about the financial condition of any maker or about the collectability or enforceability of this Note.

**16. WAIVER**

The Borrower waives notice of and consents to any and all extensions of this Note or any part thereof, without notice, and waives demand, presentment for payment, notice of non-payment and protest.

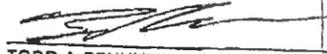
**17. SINGULAR INCLUDES PLURAL**

If more than one promisor has executed this Note the term of "Borrower" and the use of the singular number herein shall be read and construed accordingly, and, if only one promisor has executed this Note, the use of the plural number herein shall be read and construed accordingly.

**18. NOTE AND MORTGAGE ONE CONTRACT**

This Note is secured by the Mortgage to the Bank bearing even date herewith, and all of the terms and conditions of the Mortgage are hereby incorporated herein and made a part of this Note. If any clause or term herein is declared unconstitutional or in violation of Wisconsin Statutes or other applicable law, it shall not affect the validity of the remaining provisions of this Note.

Witness our hands and seals this day JANUARY 22, 2001.



(SEAL)

TODD A BRUNNER, MARRIED

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

REEL 5023

IMAGE 0278

**MORTGAGE**

8031651

DOCUMENT NUMBER

REGISTER'S OFFICE | SS  
Milwaukee County, WI

RECORDED AT 8:51 AM

03-06-2001

RETURN TO MORTGAGEE AT:

WAUWATOSA SAVINGS BANK  
7500 W. STATE ST.  
WAUWATOSA, WI 53213

WALTER R. BARCZAK  
REGISTER OF DEEDS

AMOUNT 12.00

PARCEL ID NUMBER

289-0951-9

LOAN NUMBER:

The undersigned Mortgagor(s):

TODD A BRUNNER, MARRIED

hereby mortgage(s) to WAUWATOSA SAVINGS BANK, a Wisconsin Corporation, Mortgagee, real estate in MILWAUKEE County, Wisconsin described as follows (hereinafter the "Property"):

LOT 28, BLOCK 2, IN SUNSET HEIGHTS, BEING A SUBDIVISION OF A PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 7 NORTH, RANGE 21 EAST. SAID LAND BEING IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN. ALSO KNOWN AS: 3272 N 52nd STREET, MILWAUKEE WI 53216. THIS IS NON-HOMESTEAD PROPERTY.

including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or otherwise, and any other thing now or hereafter therein or thereon, including screens, window shades, storm doors and windows, floor coverings, screen doors, awnings, built-in stoves, and water heaters (all of which are fixtures and a part of said real estate whether physically attached thereto or not), together with the privileges, hereditaments, appurtenances and improvements now or hereafter belonging to or erected thereon, hereby releasing and waiving all rights under any homestead exemption laws and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein.

This mortgage is given to secure an indebtedness to the Mortgagee under a mortgage note in the amount of FIFTY-THREE THOUSAND AND NO/100 Dollars (\$ 53000.00) of even date, executed by the Mortgagors, which note is made a part hereof (hereinafter the "Note") and such additional sums subsequently advanced in accordance with and pursuant to the Note and all other indebtedness of Mortgagors to Mortgagee agreed by Mortgagors to be secured hereby. It is the intent hereof to secure payment of the Note whether the entire amount has been advanced to Mortgagors at the date hereof or is advanced at a later date, or having been advanced, has been repaid in part and further advances made at a later date. Nothing herein contained shall be considered as limiting the amount that shall be secured hereby when advanced to protect the Property, or in accordance with covenants contained in this mortgage and the Note.

The Mortgagors hereby assign to the Mortgagee as additional cash collateral security all rents and profits derived from the property and all escrow funds paid to Mortgagee pursuant to the Note. The Mortgagors hereby appoint said Mortgagee agent for the management of the Property, and the Mortgagee shall at any time and without notice have the right to enter upon, take possession of and manage the Property, including the right to hire and pay a property manager, and to collect the rents of the property, including those past due, directly from the occupants and past occupants of the Property, and bring or defend any actions in connection with the property, which appointment and rights the Mortgagee may elect to accept and exercise in the event the Mortgagee, in its sole discretion, determines there has been a default or breach of covenant by the Mortgagors. The Mortgagee may elect from time to time not to enforce some or all of the provisions of this paragraph. The Mortgagee may provide a copy hereof to the occupants and past occupants of the Property, and such copy shall be sufficient notice and evidence of the Mortgagee's right to collect rents directly from said occupants. Mortgagee consents to the appointment of a receiver by a court, without notice and without bond, to take possession of the Property, with authority and power to rent and lease the Property; to manage and maintain the Property, including hiring a

property manager; to collect all rents and profits; to terminate tenancies and evict occupants, or tenants in default; and to pay expenses incurred for maintenance, utilities, and taxes, and insurance; and with such other power and authority as granted by the Note and the court.

The Mortgagors agree that in the event of foreclosure, the Mortgagee may, at such time, waive judgment for any deficiency and proceed pursuant to the provisions of Sections 846.101 and 846.103(2) of the Wisconsin Statutes, as they may apply to the property.

In the event that the Property or any part thereof is sold, conveyed, transferred, encumbered, or leased for a term of more than one year, or in the event that either legal or equitable title vests in any persons other than the Mortgagor for any reason, the entire indebtedness pursuant to this mortgage and the Note shall become due and payable, forthwith, at the option of the Mortgagee, without further notice.

If one person executes this mortgage, the term "Mortgagors" and the use of the plural number herein shall be read and construed accordingly.

IN WITNESS WHEREOF, the said Mortgagor(s) have executed and sealed this Instrument at Oak Creek, Wisconsin, on JANUARY 22, 2001.

 (SEAL) \_\_\_\_\_ (SEAL)  
TODD A BRUNNER, MARRIED

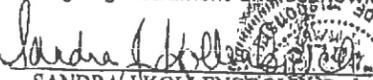
STATE OF WISCONSIN  
MILWAUKEE County

Personally came before me on JANUARY 22, 2001, the above named:

TODD A BRUNNER, MARRIED

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

This instrument was drafted by:

  
SANDRA J KOLLENBROICH  
Notary Public, MILWAUKEE, State of Wisconsin  
My Commission Expires: JUNE 29, 2003

R. R. Perry for (Seal)  
Wauwatosa Savings Bank



**MORTGAGE NOTE**  
(Non-owner Occupied) Short Term Note

FOR VALUE RECEIVED, the undersigned makers, the Promisors and/or Mortgagors, hereinafter called BORROWER (whether one or more), promises and agrees as follows:

**1. TERMS OF REPAYMENT AND ADDITIONAL ADVANCES**

To pay to the order of WAUWATOSA SAVINGS BANK, Promisee and Mortgagee, a Corporation hereinafter called BANK, its successors and assigns, at its offices in Wauwatosa, Wisconsin, or such other place as may be designated by the holder of this Mortgage Note (hereinafter the "Note"), the principal sum of THIRTY-SIX THOUSAND AND NO/100 Dollars, (\$36000.00), and such additional sums as may be subsequently advanced hereon to the Borrower by the Bank, together with interest thereon at the initial rate of 8.250 percent per annum, until the loan shall have been fully paid. Such principal and interest shall be due and payable in monthly installments of \$283.84, on the first day of each and every month, commencing JULY 01, 2001. The entire balance shall be fully due and payable on JULY 1, 2004 (the maturity date), unless Borrower fails to comply with all Borrower's obligations hereunder, in which event it shall become due prior thereto. It is intended that all provisions in this Note and the mortgage given as collateral security hereto (hereinafter the "Mortgage") comply with the provisions of Chapter 138 of the Wisconsin Statutes at the time of execution thereof, and to the extent not in compliance shall be superseded by the provisions of said statute. The principal sum, the interest thereon, and all other amounts payable by Borrower to Bank under this Note or under the Mortgage shall hereinafter be called the Note Debt.

**2. INTEREST ON UNPAID BALANCE**

Said interest shall be added to the total of the Note Debt as of the first day of each month at the annual rate of interest above provided, said interest calculation to be based upon the unpaid total of the Note Debt as of the close of business on the last day of each month.

**3. PREPAYMENT PROVISION**

The Bank may charge and Borrower shall pay 90 days interest of the contract rate in effect on the date of such prepayment, on the amount of any principal prepayments. A prepayment penalty shall not be assessed on account of a payment made within 30 days preceding the maturity date.

**4. ESCROW REQUIREMENTS**

Borrower shall pay to the Bank on the day monthly payments are due, until the Note Debt is paid in full, a sum equal to one-twelfth of the following escrow items: (a) yearly taxes and assessments on the property which is subject to the mortgage securing this Note (hereinafter the "Property"); (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums on the Property; and (d) yearly mortgage insurance premiums, if any. The Bank may require escrow payments in an amount estimated on the basis of current data and reasonably estimated future escrow requirements. Escrow funds shall be held by the Bank and the Bank shall apply them to pay the escrow items. If the escrow funds held by the Bank exceed the amount required to pay the escrow items when due, the excess may, at the Bank's option, be credited to Borrower on future escrow obligations. If the amount of the escrow held by the Bank is not sufficient to pay the escrow items when due, Borrower shall pay to Bank any amount necessary to make up the deficiency in one or more payments as required by the Bank. The Bank shall not pay interest on escrow funds unless required by law. Upon payment in full of all sums owed pursuant to this Note and the Mortgage the Bank shall refund to Borrower any escrow funds held by the Bank. The Bank may waive Borrower's obligations under this paragraph 4, provided that the Bank may revoke such waiver if the Bank determines that its security is diminished by failure of the borrower to comply with this paragraph.

**5. LATE CHARGE**

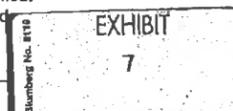
The Bank shall charge and Borrower shall pay a "late charge" not to exceed 5% of each monthly payment (including escrow payments) more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments. If not paid, this late charge shall be added to the Note Debt.

**6. OTHER CHARGES**

If borrower is a participant in the Bank's Auto-Payback Program ("Program") and Borrower terminates or fails to make payment of monthly payments to the Bank pursuant to the Program, the Bank shall charge and Borrower shall pay a processing fee not to exceed \$100.00. If not paid, this fee shall be added to the Note Debt.

**7. APPLICATION OF PAYMENTS**

Unless applicable law provides otherwise, all payments received by the Bank under paragraphs 1 and 4 shall be applied: first, to late charges due; second, to processing fees due; third, to prepayment charges due; fourth, to interest due



fifth, to principal due; and last, to accounts payable under paragraph 4.

#### 8. TO REPAIR, MAINTAIN AND INSURE PREMISES, AND PAY TAXES

Borrower agrees to keep the building and other structures on the Property in good repair, free from liens and free from waste, refuse, pollutants, contaminants, or hazardous or toxic materials and to comply with local, state, and federal laws relating to condition of the Property and regulating waste, refuse, pollutants, contaminants, petroleum products, or hazardous or toxic materials; to pay all taxes, special and other assessments levied or assessed by virtue of any law and assessment now or hereafter in force upon or against said Property or against the Bank, upon this Note, the Note Debt, the Mortgage, or upon the Bank's interest in the Property arising by reason of the Mortgage; to pay all bills for repairs and any and all expenses incident to the ownership of the Property when due and payable, in order that no lien superior to that of the Bank may be created against the Property during the term of the Mortgage; to permit the Bank to inspect, test and monitor the Property at reasonable times and upon reasonable notice; and to exhibit upon demand, at the office of the Bank, all receipts for said taxes and assessments, and all bills; to keep buildings and improvements now existing or hereafter to be erected or placed on the Property constantly insured up to their full insurable value, in companies acceptable to the Bank, by policies of insurance providing fire loss coverage, extended coverage, and such other coverage as may be required by the Bank, including flood loss coverage; to deliver to the Bank the policies of insurance and their renewals when due in such form as the Bank may elect, which policies shall have attached thereto loss payable clauses in favor of and in form acceptable to the Bank. Each insurance company concerned is hereby authorized and directed to make payment for loss directly to the Bank; the insurance proceeds, or any part thereof, may be applied by the Bank at its option either to the reduction of the Note Debt or to the restoration or repair of the Property. In case of failure of the Borrower to satisfy Borrower's obligations under this paragraph 7, the Bank may take reasonable steps to preserve the value of the Property, may pay any tax or assessment, make and pay for repairs, procure the insurance, discharge any claim, lien or encumbrance, or purchase any tax certificate or title or claim against the Property, and all sums so paid shall be added to the principal portion of the Note Debt as of the first day of the then current month, and become a part of the Note Debt, with interest thereon at a rate of 1-1/2% per annum in excess of the contract rate. The Borrower shall repay upon demand any monies paid or disbursed by the Bank for any of said purposes, and the Bank shall have no duty to inquire as to the validity of any tax, assessment, tax title or other claim against the Property but the receipt of the proper officer, tax or assessment purchaser or release of claim shall be conclusive of the validity and the amount thereof.

#### 9. CONSENT REQUIRED TO TRANSFER

It is expressly understood and agreed that the Note Debt shall become due and payable forthwith, at the option of the Bank, if at any time during the term of this Note the Borrower shall sell, convey, transfer, or in any manner encumber the Property, or lease or rent for a period in excess of one year, or if either legal or equitable title shall vest in any person other than the Borrower in any manner and for any reason whatsoever, unless the consent in writing of the Bank, its successors or assigns, is first obtained. In the event of the approval by the Bank of any such transfer of title, the Bank shall make a service charge of 2% of the original principal balance due under this agreement which if not paid will be added to the principal portion of the Note Debt.

#### 10. CHANGE OF OWNERSHIP NOT TO RELEASE MORTGAGORS

In the event the ownership of the Property or any part thereof becomes vested in a person other than the Borrower, the Bank may, without notice to the Borrower, deal with such successor or successors in interest with reference to the Mortgage and the Note Debt in the same manner as with the Borrower, and may forbear to sue or may extend time for payment of the Note Debt without discharging or in any way affecting the liability of the Borrower for the Note Debt.

#### 11. OPTIONS OF BANK IN CASE OF DEFAULT

The happening of any one or more of the following events or conditions shall be a default hereunder, and upon the happening of any one or more of such events, or in case of default in any of the terms, conditions, or agreements of this Note or the Mortgage, the Bank may, at its option and without any notice or demand whatsoever, declare the entire Note Debt due and payable, and apply toward the payment of said Note Debt any indebtedness of the Bank to the Borrower, and thereafter proceed by action at law or to foreclose the Mortgage or both: (a) upon default by the Borrower in any payment provided in this Note or the Mortgage; (b) upon the making of a contract or agreement by the Borrower or suffering anything to be done whereby anyone may acquire the right to place a lien, mortgage, or other encumbrance against the Property; (c) in case of the actual or threatened alteration, addition to, demolition, or removal of any building on the Property without the prior written consent of the Bank; (d) in case of any act done or suffered to be done by the Borrower, whereby the security effected or intended to be effected by this Note and the Mortgage is weakened, diminished or impaired; (e) upon the default by said Borrower in the performance of any one or more of the covenants and agreements contained in this Note or the Mortgage; (f) if Borrower becomes insolvent or if a suit, action or proceeding shall be instituted by or against the Borrower to adjudicate Borrower as a bankrupt or insolvent, or seeking composition, reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or other present or future statute, law, rule or regulation; (g) if a suit, action or proceeding shall be instituted by virtue of a subordinate lien or claim against the Property; or if any order, judgment or decree is entered against Borrower by a court of any jurisdiction in any way whatsoever arising out of this Note or the Mortgage; or (h) in case of discovery by the Bank of a material misrepresentation in the application. The Borrower hereby assigns to the Bank as additional cash collateral security all rents and profits derived from the Property and all escrow funds paid to the Bank pursuant to this Note. The Borrower does hereby appoint said Bank agent for the management of the Property; and the Bank shall at any time and without notice have the right to enter upon, take possession of, and

manage the Property, including the right to hire and pay a property manager and to collect the rents of the Property, including those past due, directly from the occupants or past occupants of the Property, and bring or defend any action in connection with said premises, which appointment and rights the Bank may elect and exercise to accept in the event the Bank, in its sole discretion, determines there has been a default or breach of covenant by the Borrower. The failure on the part of the Bank to exercise any of its rights hereunder shall not be construed to prejudice its other rights or its right upon any other or subsequent default or breach of covenant. It shall not affect the liability of any maker included within the term Borrower if the Bank, with or without notice, accepts partial payments; releases, impairs or fails to realize upon collateral for the Note Debt; releases, agrees not to sue, or compromises a claim against any such maker; or renews or extends the term of this Note.

#### 12. COSTS AND ATTORNEY'S FEES: INDEMNIFICATION

It is understood and agreed that said Borrower shall pay all costs and reasonable attorneys' fees as incurred or paid by the Bank in any suit, action or proceeding in which it may be a party, whether as a plaintiff or defendant or otherwise, by reason of being a party to this Note or the Mortgage, or incurred or paid by the Bank by reason of any dispute, issue, or claim arising out of this Note or the Mortgage, or the interest of the Bank in the Property. The Bank may, at its option, add said costs and fees to the principal portion of the Note Debt in the event of non-payment by the Borrower. Borrower shall indemnify the Bank and hold the Bank harmless from all loss, costs, expenses, claims, and liabilities, including litigation expenses and attorneys' fees, arising from hazardous or toxic materials on, in or about the Property or arising in any way from Borrower's use of the Property.

#### 13. FORECLOSURE

Upon the filing of any complaint, or the filing of any action to foreclose the Mortgage in any court having jurisdiction, such court may, at any time and without notice to the Borrower or any party claiming under said Borrower, and without regard to the then value of the Property or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, appoint a receiver to serve without bond, to take possession of the Property, with the authority and power to rent and lease the Property; to maintain the Property, to collect all rents and profits; and to pay expenses incurred for maintenance, utilities, and taxes during the pendency of such action until redemption or confirmation of sale. Moneys received by said receiver shall be applied, in the discretion of the receiver, toward expenses incurred in administration, expenses incurred in management, costs of renting, maintenance, utilities and taxes, reasonable attorneys' fees, and the amount due the Bank. Upon foreclosure and sale of the Property, proceeds shall be applied as follows: (a) first, to expenses of advertising, selling and conveying the Property; to all moneys advanced for insurance, taxes and other liens or assessments and sums which have been expended in and about the preservation of the Property, and to all disbursements incurred by the Bank including but not limited to court costs, sheriff's and service fees, and costs of title expense, together with reasonable attorneys' fees; (b) second, to the principal portion of the Note Debt and the interest due up to the time of confirmation of such sale or payment, (c) third, the excess, if any, according to further order of the court. It shall not be the duty of the purchaser to see to the application of the purchase money. In case of payment of the Note Debt prior to the confirmation of sheriff's sale but after the filing of any complaint or any action to foreclose the Mortgage all costs and disbursements incurred, including but not limited to title costs, court costs, disbursements and expenses of such proceeding, and reasonable attorneys' fees shall be added to the Note Debt.

#### 14. FORECLOSURE ELECTION

Notwithstanding anything to the contrary herein, the Borrower agrees that in the event of foreclosure, the Bank may, at such time, waive judgment for any deficiency and proceed pursuant to the provisions of Section 846.103(2) of the Wisconsin Statutes, as they may apply to the Property.

#### 15. WARRANTIES AND REPRESENTATIONS

Borrower and the person signing on behalf of Borrower warrant that Borrower and the person signing on behalf of Borrower have authority and capacity to enter into this Note and the Mortgage; good right to sell, mortgage, or convey the Property; that the Property is free and clear from encumbrances, and Borrower warrants the title thereto against all persons whomsoever. Each person signing below on behalf of another warrants and represents that he or she has authority to act on the other's behalf, that his or her signature is sufficient to bind the other, and that he or she has disclosed to Bank the terms and extent of his or her authority. Borrower warrants and covenants that, to the best of Borrower's knowledge, there are no waste, refuse, pollutants, contaminants, toxic or hazardous materials on, in or about the property; and that, to the best of Borrower's knowledge, the Property and its past, existing, and future uses have not, do not, and will not violate any local, state or federal laws regulating environmental matters or petroleum products, waste, refuse, pollutants, hazardous materials, or toxic materials. The Bank may require Borrower to provide a rent roll, financial disclosures and financial statements at reasonable times and on reasonable notice. All such statements and disclosures shall be true and correct. Each maker included within the term Borrower has made an independent determination of the financial condition of all other makers, and the Bank has made no representations about the financial condition of any maker or about the collectability or enforceability of this Note.

**16. WAIVER**

The Borrower waives notice of and consents to any and all extensions of this Note or any part thereof, without notice, and waives demand, presentment for payment, notice of non-payment and protest.

**17. SINGULAR INCLUDES PLURAL**

If more than one promisor has executed this Note the term of "Borrower" and the use of the singular number herein shall be read and construed accordingly, and, if only one promisor has executed this Note, the use of the plural number herein shall be read and construed accordingly.

**18. NOTE AND MORTGAGE ONE CONTRACT**

This Note is secured by the Mortgage to the Bank bearing even date herewith, and all of the terms and conditions of the Mortgage are hereby incorporated herein and made a part of this Note. If any clause or term herein is declared unconstitutional or in violation of Wisconsin Statutes or other applicable law, it shall not affect the validity of the remaining provisions of this Note.

Witness our hands and seals this day JUNE 21, 2001.

 (SEAL)  
TODD BRUNNER a/k/a TODD A BRUNNER, MARRIED

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

**MORTGAGE**

DOCUMENT NUMBER

RETURN TO MORTGAGEE AT:

WAUWATOSA SAVINGS BANK  
7500 W. STATE ST.  
WAUWATOSA, WI 53213

PARCEL ID NUMBER

191-9989-2

LOAN NUMBER:

8095149

REGISTER'S OFFICE ) SS  
Milwaukee County, WI)  
RECORDED AT 3:14 PM  
07-05-2001

WALTER R. BARCZAK  
REGISTER OF DEEDS

AMOUNT 12.00

REEL 5108  
IMAGE 3554

The undersigned Mortgagor(s):

TODD BRUNNER a/k/a TODD A BRUNNER, MARRIED

hereby mortgage(s) to WAUWATOSA SAVINGS BANK, a Wisconsin Corporation, Mortgagee, real estate in MILWAUKEE County, Wisconsin described as follows (hereinafter the "Property"):

THE NORTH 50 FEET OF THE SOUTH 853.51 FEET, EXCEPTING THE WEST 40 FEET THEREOF, OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 8 NORTH, RANGE 21 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID 1/4 SECTION, 487.54 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH AND PARALLEL WITH THE WEST LINE OF SAID 1/4 SECTION 1338.77 FEET TO THE 1/8 SECTION LINE; THENCE EAST ON AND ALONG THE 1/8 SECTION LINE, 162.51 FEET TO A POINT; THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF SAID 1/4 SECTION 1338.51 FEET TO THE SOUTH LINE OF SAID 1/4 SECTION; THENCE WEST ON SAID SOUTH LINE, 162.51 FEET TO THE POINT OF COMMENCEMENT, EXCEPTING THE EAST 20 FEET FOR STREET PURPOSES. ALSO KNOWN AS: 5315 N 49th ST, MILWAUKEE WI 53218. THIS IS NON-HOMESTEAD PROPERTY.

including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or otherwise, and any other thing now or hereafter therein or thereon, including screens, window shades, storm doors and windows, floor coverings, screen doors, awnings, built-in stoves, and water heaters (all of which are fixtures and a part of said real estate whether physically attached thereto or not), together with the privileges, hereditaments, appurtenances and improvements now or hereafter belonging to or erected thereon, hereby releasing and waiving all rights under any homestead exemption laws and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein.

This mortgage is given to secure an indebtedness to the Mortgagee under a mortgage note in the amount of THIRTY-SIX THOUSAND AND NO/100 Dollars (\$ 36000.00) of even date, executed by the Mortgagors, which note is made a part hereof (hereinafter the "Note") and such additional sums subsequently advanced in accordance with and pursuant to the Note and all other indebtedness of Mortgagors to Mortgagee agreed by Mortgagors to be secured hereby. It is the intent hereof to secure payment of the Note whether the entire amount has been advanced to Mortgagors at the date hereof or is advanced at a later date, or having been advanced, has been repaid in part and further advances made at a later date. Nothing herein contained shall be considered as limiting the amount that shall be secured hereby when advanced to protect the Property, or in accordance with covenants contained in this mortgage and the Note.

The Mortgagors hereby assign to the Mortgagee as additional cash collateral security all rents and profits derived from the property and all escrow funds paid to Mortgagee pursuant to the Note. The Mortgagors hereby appoint said Mortgagee agent for the management of the Property, and the Mortgagee shall at any time and without notice have the right to enter upon, take possession of and manage the Property, including the right to hire and pay a property manager, and to collect the rents of the property, including those past due, directly from the occupants and past occupants of the Property, and bring or defend any actions in connection with the property, which appointment and rights the Mortgagee may elect to accept and exercise in the event the Mortgagee, in its sole

discretion, determines there has been a default or breach of Covenant by the Mortgagors. The Mortgagee may elect from time to time not to enforce some or all of the provisions of this paragraph. The Mortgagee may provide a copy hereof to the occupants and past occupants of the Property, and such copy shall be sufficient notice and evidence of the Mortgagee's right to collect rents directly from said occupants. Mortgagee consents to the appointment of a receiver by a court, without notice and without bond, to take possession of the Property, with authority and power to rent and lease the Property; to manage and maintain the Property, including hiring a property manager; to collect all rents and profits; to terminate tenancies and evict occupants, or tenants in default; and to pay expenses incurred for maintenance, utilities, and taxes, and insurance; and with such other power and authority as granted by the Note and the court.

The Mortgagors agree that in the event of foreclosure, the Mortgagee may, at such time, waive judgment for any deficiency and proceed pursuant to the provisions of Sections 846.101 and 846.103(2) of the Wisconsin Statutes, as they may apply to the property.

In the event that the Property or any part thereof is sold, conveyed, transferred, encumbered, or leased for a term of more than one year, or in the event that either legal or equitable title vests in any persons other than the Mortgagor for any reason, the entire indebtedness pursuant to this mortgage and the Note shall become due and payable forthwith, at the option of the Mortgagee, without further notice.

If one person executes this mortgage, the term "Mortgagors" and the use of the plural number herein shall be read and construed accordingly.

IN WITNESS WHEREOF, the said Mortgagor(s) have executed and sealed this Instrument at Oak Creek, Wisconsin, on JUNE 21, 2001.

[Signature] (SEAL) \_\_\_\_\_ (SEAL)  
TODD BRUNNER a/k/a TODD A BRUNNER, MARRIED

STATE OF WISCONSIN  
MILWAUKEE County

Personally came before me on JUNE 21, 2001, the above named:

TODD BRUNNER a/k/a TODD A BRUNNER, MARRIED

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

This instrument was drafted by:

[Signature]  
SANDRA KOLLENBROICH  
Notary Public, MILWAUKEE State of Wisconsin  
My Commission Expires JUNE 29, 2003

R. R. Perry for  
Wauwatosa Savings Bank

(Seal)

REEL 5108  
IMAGE 3555

**MORTGAGE NOTE**

(Non-owner Occupied) Short Term Note

FOR VALUE RECEIVED, the undersigned makers, the Promisors and/or Mortgagors, hereinafter called BORROWER (whether one or more), promises and agrees as follows:

**1. TERMS OF REPAYMENT AND ADDITIONAL ADVANCES**

To pay to the order of WAUWATOSA SAVINGS BANK, Promisee and Mortgagee, a Corporation hereinafter called BANK, its successors and assigns, at its offices in Wauwatosa, Wisconsin, or such other place as may be designated by the holder of this Mortgage Note (hereinafter the "Note"), the principal sum of THIRTY-TWO THOUSAND AND NO/100 Dollars, (\$32000.00), and such additional sums as may be subsequently advanced hereon to the Borrower by the Bank, together with interest thereon at the initial rate of 8.250 percent per annum, until the loan shall have been fully paid. Such principal and interest shall be due and payable in monthly installments of \$252.30, on the first day of each and every month, commencing SEPTEMBER 01, 2001. The entire balance shall be fully due and payable on SEPTEMBER 1, 2004 (the maturity date), unless Borrower fails to comply with all Borrower's obligations hereunder, in which event it shall become due prior thereto. It is intended that all provisions in this Note and the mortgage given as collateral security hereto (hereinafter the "Mortgage") comply with the provisions of Chapter 138 of the Wisconsin Statutes at the time of execution thereof, and to the extent not in compliance shall be superseded by the provisions of said statute. The principal sum, the interest thereon, and all other amounts payable by Borrower to Bank under this Note or under the Mortgage shall hereinafter be called the Note Debt.

**2. INTEREST ON UNPAID BALANCE**

Said interest shall be added to the total of the Note Debt as of the first day of each month at the annual rate of interest above provided, said interest calculation to be based upon the unpaid total of the Note Debt as of the close of business on the last day of each month.

**3. PREPAYMENT PROVISION**

The Bank may charge and Borrower shall pay 90 days interest of the contract rate in effect on the date of such prepayment, on the amount of any principal prepayments. A prepayment penalty shall not be assessed on account of a payment made within 30 days preceding the maturity date.

**4. ESCROW REQUIREMENTS**

Borrower shall pay to the Bank on the day monthly payments are due, until the Note Debt is paid in full, a sum equal to one-twelfth of the following escrow items: (a) yearly taxes and assessments on the property which is subject to the mortgage securing this Note (hereinafter the "Property"); (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums on the Property; and (d) yearly mortgage insurance premiums, if any. The Bank may require escrow payments in an amount estimated on the basis of current data and reasonably estimated future escrow requirements. Escrow funds shall be held by the Bank and the Bank shall apply them to pay the escrow items. If the escrow funds held by the Bank exceed the amount required to pay the escrow items when due, the excess may, at the Bank's option, be credited to Borrower on future escrow obligations. If the amount of the escrow held by the Bank is not sufficient to pay the escrow items when due, Borrower shall pay to Bank any amount necessary to make up the deficiency in one or more payments as required by the Bank. The Bank shall not pay interest on escrow funds unless required by law. Upon payment in full of all sums owed pursuant to this Note and the Mortgage the Bank shall refund to Borrower any escrow funds held by the Bank. The Bank may waive Borrower's obligations under this paragraph 4, provided that the Bank may revoke such waiver if the Bank determines that its security is diminished by failure of the borrower to comply with this paragraph.

**5. LATE CHARGE**

The Bank shall charge and Borrower shall pay a "late charge" not to exceed 5% of each monthly payment (including escrow payments) more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments. If not paid, this late charge shall be added to the Note Debt.

**6. OTHER CHARGES**

If borrower is a participant in the Bank's Auto-Payback Program ("Program") and Borrower terminates or fails to make payment of monthly payments to the Bank pursuant to the Program, the Bank shall charge and Borrower shall pay a processing fee not to exceed \$100.00. If not paid, this fee shall be added to the Note Debt.

**7. APPLICATION OF PAYMENTS**

Unless applicable law provides otherwise, all payments received by the Bank under paragraphs 1 and 4 shall be applied: first, to late charges due; second, to processing fees due; third, to prepayment charges due; fourth, to interest



fifth, to principal due; and last, to accounts payable under paragraph 4.

#### 8. TO REPAIR, MAINTAIN AND INSURE PREMISES, AND PAY TAXES

Borrower agrees to keep the building and other structures on the Property in good repair, free from liens and free from waste, refuse, pollutants, contaminants, or hazardous or toxic materials and to comply with local, state, and federal laws relating to condition of the Property and regulating waste, refuse, pollutants, contaminants, petroleum products, or hazardous or toxic materials; to pay all taxes, special and other assessments levied or assessed by virtue of any law and assessment now or hereafter in force upon or against said Property or against the Bank, upon this Note, the Note Debt, the Mortgage, or upon the Bank's interest in the Property arising by reason of the Mortgage; to pay all bills for repairs and any and all expenses incident to the ownership of the Property when due and payable, in order that no lien superior to that of the Bank may be created against the Property during the term of the Mortgage; to permit the Bank to inspect, test and monitor the Property at reasonable times and upon reasonable notice; and to exhibit upon demand, at the office of the Bank, all receipts for said taxes and assessments, and all bills; to keep buildings and improvements now existing or hereafter to be erected or placed on the Property constantly insured up to their full insurable value, in companies acceptable to the Bank, by policies of insurance providing fire loss coverage, extended coverage, and such other coverage as may be required by the Bank, including flood loss coverage; to deliver to the Bank the policies of insurance and their renewals when due in such form as the Bank may elect, which policies shall have attached thereto loss payable clauses in favor of and in form acceptable to the Bank. Each insurance company concerned is hereby authorized and directed to make payment for loss directly to the Bank; the insurance proceeds, or any part thereof, may be applied by the Bank at its option either to the reduction of the Note Debt or to the restoration or repair of the Property. In case of failure of the Borrower to satisfy Borrower's obligations under this paragraph 7, the Bank may take reasonable steps to preserve the value of the Property, may pay any tax or assessment, make and pay for repairs, procure the insurance, discharge any claim, lien or encumbrance, or purchase any tax certificate or title or claim against the Property, and all sums so paid shall be added to the principal portion of the Note Debt as of the first day of the then current month, and become a part of the Note Debt, with interest thereon at a rate of 1-1/2% per annum in excess of the contract rate. The Borrower shall repay upon demand any monies paid or disbursed by the Bank for any of said purposes; and the Bank shall have no duty to inquire as to the validity of any tax, assessment, tax title or other claim against the Property but the receipt of the proper officer, tax or assessment purchaser or release of claim shall be conclusive of the validity and the amount thereof.

#### 9. CONSENT REQUIRED TO TRANSFER

It is expressly understood and agreed that the Note Debt shall become due and payable forthwith, at the option of the Bank, if at any time during the term of this Note the Borrower shall sell, convey, transfer, or in any manner encumber the Property, or lease or rent for a period in excess of one year, or if either legal or equitable title shall vest in any person other than the Borrower in any manner and for any reason whatsoever, unless the consent in writing of the Bank, its successors or assigns, is first obtained. In the event of the approval by the Bank of any such transfer of title, the Bank shall make a service charge of 2% of the original principal balance due under this agreement which if not paid will be added to the principal portion of the Note Debt.

#### 10. CHANGE OF OWNERSHIP NOT TO RELEASE MORTGAGORS

In the event the ownership of the Property or any part thereof becomes vested in a person other than the Borrower, the Bank may, without notice to the Borrower, deal with such successor or successors in interest with reference to the Mortgage and the Note Debt in the same manner as with the Borrower, and may forbear to sue or may extend time for payment of the Note Debt without discharging or in any way affecting the liability of the Borrower for the Note Debt.

#### 11. OPTIONS OF BANK IN CASE OF DEFAULT

The happening of any one or more of the following events or conditions shall be a default hereunder, and upon the happening of any one or more of such events, or in case of default in any of the terms, conditions, or agreements of this Note or the Mortgage, the Bank may, at its option and without any notice or demand whatsoever, declare the entire Note Debt due and payable, and apply toward the payment of said Note Debt any indebtedness of the Bank to the Borrower, and thereafter proceed by action at law or to foreclose the Mortgage or both: (a) upon default by the Borrower in any payment provided in this Note or the Mortgage; (b) upon the making of a contract or agreement by the Borrower or suffering anything to be done whereby anyone may acquire the right to place a lien, mortgage, or other encumbrance against the Property; (c) in case of the actual or threatened alteration, addition to, demolition, or removal of any building on the Property without the prior written consent of the Bank; (d) in case of any act done or suffered to be done by the Borrower, whereby the security affected or intended to be effected by this Note and the Mortgage is weakened, diminished or impaired; (e) upon the default by said Borrower in the performance of any one or more of the covenants and agreements contained in this Note or the Mortgage; (f) if Borrower becomes insolvent or if a suit, action or proceeding shall be instituted by or against the Borrower to adjudicate Borrower as a bankrupt or insolvent, or seeking composition, reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or other present or future statute, law, rule or regulation; (g) if a suit, action or proceeding shall be instituted by virtue of a subordinate lien or claim against the Property; or if any order, judgment or decree is entered against Borrower by a court of any jurisdiction in any way whatsoever arising out of this Note or the Mortgage; or (h) in case of discovery by the Bank of a material misrepresentation in the application. The Borrower hereby assigns to the Bank as additional cash collateral security all rents and profits derived from the Property and all escrow funds paid to the Bank pursuant to this Note. The Borrower does hereby appoint said Bank agent for the management of the Property; and the Bank shall at any time and without notice have the right to enter upon, take possession of, and

manage the Property, including the right to hire and pay a property manager and to collect the rents of the Property, including those past due, directly from the occupants or past occupants of the Property, and bring or defend any action in connection with said premises, which appointment and rights the Bank may elect and exercise to accept in the event the Bank, in its sole discretion, determines there has been a default or breach of covenant by the Borrower. The failure on the part of the Bank to exercise any of its rights hereunder shall not be construed to prejudice its other rights or its right upon any other or subsequent default or breach of covenant. It shall not effect the liability of any maker included within the term Borrower if the Bank, with or without notice, accepts partial payments; releases, impairs or fails to realize upon collateral for the Note Debt; releases, agrees not to sue, or compromises a claim against any such maker; or renews or extends the term of this Note.

## 12. COSTS AND ATTORNEY'S FEES: INDEMNIFICATION

It is understood and agreed that said Borrower shall pay all costs and reasonable attorneys' fees as incurred or paid by the Bank in any suit, action or proceeding in which it may be a party, whether as a plaintiff or defendant or otherwise, by reason of being a party to this Note or the Mortgage, or incurred or paid by the Bank by reason of any dispute, issue, or claim arising out of this Note or the Mortgage, or the interest of the Bank in the Property. The Bank may, at its option, add said costs and fees to the principal portion of the Note Debt in the event of non-payment by the Borrower. Borrower shall indemnify the Bank and hold the Bank harmless from all loss, costs, expenses, claims, and liabilities, including litigation expenses and attorneys' fees, arising from hazardous or toxic materials on, in or about the Property or arising in any way from Borrower's use of the Property.

## 13. FORECLOSURE

Upon the filing of any complaint, or the filing of any action to foreclose the Mortgage in any court having jurisdiction, such court may, at any time and without notice to the Borrower or any party claiming under said Borrower, and without regard to the then value of the Property or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver to serve without bond, to take possession of the Property, with the authority and power to rent and lease the Property; to maintain the Property, to collect all rents and profits; and to pay expenses incurred for maintenance, utilities, and taxes during the pendency of such action until redemption or confirmation of sale. Monies received by said receiver shall be applied, in the discretion of the receiver, toward expenses incurred in administration, expenses incurred in management, costs of renting, maintenance, utilities and taxes, reasonable attorneys' fees, and the amount due the Bank. Upon foreclosure and sale of the Property, proceeds shall be applied as follows: (a) first, to expenses of advertising, selling and conveying the Property; to all moneys advanced for insurance, taxes and other liens or assessments and sums which have been expended in and about the preservation of the Property, and to all disbursements incurred by the Bank including but not limited to court costs, sheriff's and service fees, and costs of title expense, together with reasonable attorneys' fees; (b) second, to the principal portion of the Note Debt and the interest due up to the time of confirmation of such sale or payment, (c) third, the excess, if any, according to further order of the court. It shall not be the duty of the purchaser to see to the application of the purchase money. In case of payment of the Note Debt prior to the confirmation of sheriff's sale but after the filing of any complaint or any action to foreclose the Mortgage all costs and disbursements incurred, including but not limited to title costs, court costs, disbursements and expenses of such proceeding, and reasonable attorneys' fees shall be added to the Note Debt.

## 14. FORECLOSURE ELECTION

Notwithstanding anything to the contrary herein, the Borrower agrees that in the event of foreclosure, the Bank may, at such time, waive judgment for any deficiency and proceed pursuant to the provisions of Section 848.103(2) of the Wisconsin Statutes, as they may apply to the Property.

## 15. WARRANTIES AND REPRESENTATIONS

Borrower and the person signing on behalf of Borrower warrant that Borrower and the person signing on behalf of Borrower have authority and capacity to enter into this Note and the Mortgage; good right to sell, mortgage, or convey the Property; that the Property is free and clear from encumbrances, and Borrower warrants the title thereto against all persons whomsoever. Each person signing below on behalf of another warrants and represents that he or she has authority to act on the other's behalf, that his or her signature is sufficient to bind the other, and that he or she has disclosed to Bank the terms and extent of his or her authority. Borrower warrants and covenants that, to the best of Borrower's knowledge, there are no waste, refuse, pollutants, contaminants, toxic or hazardous materials on, in or about the property; and that, to the best of Borrower's knowledge, the Property and its past, existing, and future uses have not, do not, and will not violate any local, state or federal laws regulating environmental matters or petroleum products, waste, refuse, pollutants, hazardous materials, or toxic materials. The Bank may require Borrower to provide a rent roll, financial disclosures and financial statements at reasonable times and on reasonable notice. All such statements and disclosures shall be true and correct. Each maker included within the term Borrower has made an independent determination of the financial condition of all other makers, and the Bank has made no representations about the financial condition of any maker or about the collectability or enforceability of this Note.

**16. WAIVER**

The Borrower waives notice of and consents to any and all extensions of this Note or any part thereof, without notice, and waives demand, presentment for payment, notice of non-payment and protest.

**17. SINGULAR INCLUDES PLURAL**

If more than one promisor has executed this Note the term of "Borrower" and the use of the singular number herein shall be read and construed accordingly, and, if only one promisor has executed this Note, the use of the plural number herein shall be read and construed accordingly.

**18. NOTE AND MORTGAGE ONE CONTRACT**

This Note is secured by the Mortgage to the Bank bearing even date herewith, and all of the terms and conditions of the Mortgage are hereby incorporated herein and made a part of this Note. If any clause or term herein is declared unconstitutional or in violation of Wisconsin Statutes or other applicable law, it shall not affect the validity of the remaining provisions of this Note.

Witness our hands and seals this day AUGUST 01, 2001.

  
\_\_\_\_\_  
TODD BRUNNER, MARRIED (SEAL)

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

**MORTGAGE**

DOCUMENT NUMBER

RETURN TO MORTGAGEE AT:

WAUWATOSA SAVINGS BANK  
7500 W. STATE ST.  
WAUWATOSA, WI 53213

PARCEL ID NUMBER

228-1120-3

8132755

REGISTER'S OFFICE | SS  
Milwaukee County, WI

RECORDED AT 2:16 PM

09-12-2001

WALTER R. BARCZAK  
REGISTER OF DEEDS

AMOUNT 13.00

REEL

5156

IMAGE

3342

LOAN NUMBER:

The undersigned Mortgagor(s):

TODD BRUNNER, MARRIED

hereby mortgage(s) to WAUWATOSA SAVINGS BANK, a Wisconsin Corporation, Mortgagee, real estate in MILWAUKEE County, Wisconsin described as follows (hereinafter the "Property"):

LOT 21, IN BLOCK 1, IN WILLIAM JOOST'S SUBDIVISION, BEING A PART OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 7 NORTH, RANGE 21 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN. ALSO KNOWN AS: 4542 N 44th STREET, MILWAUKEE WI 53218. THIS IS NON-HOMESTEAD PROPERTY.

including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or otherwise, and any other thing now or hereafter therein or thereon, including screens, window shades, storm doors and windows, floor coverings, screen doors, awnings, built-in stoves, and water heaters (all of which are fixtures and a part of said real estate whether physically attached thereto or not), together with the privileges, hereditaments, appurtenances and improvements now or hereafter belonging to or erected thereon, hereby releasing and waiving all rights under any homestead exemption laws and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein.

This mortgage is given to secure an indebtedness to the Mortgagee under a mortgage note in the amount of THIRTY-TWO THOUSAND AND NO/100 Dollars (\$ 32000.00) of even date, executed by the Mortgagors, which note is made a part hereof (hereinafter the "Note") and such additional sums subsequently advanced in accordance with and pursuant to the Note and all other indebtedness of Mortgagors to Mortgagee agreed by Mortgagors to be secured hereby. It is the intent hereof to secure payment of the Note whether the entire amount has been advanced to Mortgagors at the date hereof or is advanced at a later date, or having been advanced, has been repaid in part and further advances made at a later date. Nothing herein contained shall be considered as limiting the amount that shall be secured hereby when advanced to protect the Property, or in accordance with covenants contained in this mortgage and the Note.

The Mortgagors hereby assign to the Mortgagee as additional cash collateral security all rents and profits derived from the property and all escrow funds paid to Mortgagee pursuant to the Note. The Mortgagors hereby appoint said Mortgagee agent for the management of the Property, and the Mortgagee shall at any time and without notice have the right to enter upon, take possession of and manage the Property, including the right to hire and pay a property manager, and to collect the rents of the property, including those past due, directly from the occupants and past occupants of the Property, and bring or defend any actions in connection with the property, which appointment and rights the Mortgagee may elect to accept and exercise in the event the Mortgagee, in its sole discretion, determines there has been a default or breach of covenant by the Mortgagors. The Mortgagee may elect from time to time not to enforce some or all of the provisions of this paragraph. The Mortgagee may provide a copy hereof to the occupants and past occupants of the Property, and such copy shall be sufficient notice and evidence of the Mortgagee's right to collect rents directly from said occupants. Mortgagee consents to the appointment of a receiver by a court, without notice and without bond, to take possession of the Property, with authority and power to rent and lease the Property; to manage and maintain the Property, including hiring a

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property manager; to collect all rents and profits; to terminate tenancies and evict occupants, or tenants in default; and to pay expenses incurred for maintenance, utilities, and taxes, and insurance; and with such other power and authority as granted by the Note and the court.

The Mortgagors agree that in the event of foreclosure, the Mortgagee may, at such time, waive judgment for any deficiency and proceed pursuant to the provisions of Sections 846.101 and 846.103(2) of the Wisconsin Statutes, as they may apply to the property.

In the event that the Property or any part thereof is sold, conveyed, transferred, encumbered, or leased for a term of more than one year, or in the event that either legal or equitable title vests in any persons other than the Mortgagor for any reason, the entire indebtedness pursuant to this mortgage and the Note shall become due and payable forthwith, at the option of the Mortgagee, without further notice.

If one person executes this mortgage, the term "Mortgagors" and the use of the plural number herein shall be read and construed accordingly.

IN WITNESS WHEREOF, the said Mortgagor(s) have executed and sealed this Instrument at Oak Creek, Wisconsin, on AUGUST 01, 2001.

*[Signature]*

TODD BRUNNER, MARRIED

(SEAL)

(SEAL)

STATE OF WISCONSIN  
MILWAUKEE County

Personally came before me on AUGUST 01, 2001, the above named:

TODD BRUNNER, MARRIED

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

This Instrument was drafted by:

*[Signature]*  
SANDRA J KOLLENERGICH

Notary Public, MILWAUKEE, State of Wisconsin  
My Commission Expires JUN 29 2003

R. R. Perry for  
Wauwatosa Savings Bank

(Seal)

ELL 0106 3343

**MORTGAGE NOTE**

(Non-owner Occupied) Short Term Note

FOR VALUE RECEIVED, the undersigned makers, the Promisors and/or Mortgagors, hereinafter called, BORROWER (whether one or more), promises and agrees as follows:

**1. TERMS OF REPAYMENT AND ADDITIONAL ADVANCES**

To pay to the order of WAUWATOSA SAVINGS BANK, Promisee and Mortgagee, a Corporation hereinafter called BANK, its successors and assigns, at its offices in Wauwatosa, Wisconsin, or such other place as may be designated by the holder of this Mortgage Note (hereinafter the "Note"), the principal sum of THIRTY-EIGHT THOUSAND FIVE HUNDRED AND NO/100 Dollars, (\$38500.00), and such additional sums as may be subsequently advanced hereon to the Borrower by the Bank, together with interest thereon at the initial rate of 7.250 percent per annum, until the loan shall have been fully paid. Such principal and interest shall be due and payable in monthly installments of \$278.28, on the first day of each and every month, commencing JANUARY 01, 2002. The entire balance shall be fully due and payable on JANUARY 01, 2005 (the maturity date); unless Borrower fails to comply with all Borrower's obligations hereunder, in which event it shall become due prior thereto. It is intended that all provisions in this Note and the mortgage given as collateral security hereto (hereinafter the "Mortgage") comply with the provisions of Chapter 138 of the Wisconsin Statutes at the time of execution thereof, and to the extent not in compliance shall be superseded by the provisions of said statute. The principal sum, the interest thereon, and all other amounts payable by Borrower to Bank under this Note or under the Mortgage shall hereinafter be called the Note Debt.

**2. INTEREST ON UNPAID BALANCE**

Said interest shall be added to the total of the Note Debt as of the first day of each month at the annual rate of interest above provided, said interest calculation to be based upon the unpaid total of the Note Debt as of the close of business on the last day of each month.

**3. PREPAYMENT PROVISION**

The Bank may charge and Borrower shall pay 90 days interest of the contract rate in effect on the date of such prepayment, on the amount of any principal prepayments. A prepayment penalty shall not be assessed on account of a payment made within 30 days preceding the maturity date.

**4. ESCROW REQUIREMENTS**

Borrower shall pay to the Bank on the day monthly payments are due, until the Note Debt is paid in full, a sum equal to one-twelfth of the following escrow items: (a) yearly taxes and assessments on the property which is subject to the mortgage securing this Note (hereinafter the "Property"); (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums on the Property; and (d) yearly mortgage insurance premiums, if any. The Bank may require escrow payments in an amount estimated on the basis of current data and reasonably estimated future escrow requirements. Escrow funds shall be held by the Bank and the Bank shall apply them to pay the escrow items. If the escrow funds held by the Bank exceed the amount required to pay the escrow items when due, the excess may, at the Bank's option, be credited to Borrower on future escrow obligations. If the amount of the escrow held by the Bank is not sufficient to pay the escrow items when due, Borrower shall pay to Bank any amount necessary to make up the deficiency in one or more payments as required by the Bank. The Bank shall not pay interest on escrow funds unless required by law. Upon payment in full of all sums owed pursuant to this Note and the Mortgage the Bank shall refund to Borrower any escrow funds held by the Bank. The Bank may waive Borrower's obligations under this paragraph 4, provided that the Bank may revoke such waiver if the Bank determines that its security is diminished by failure of the borrower to comply with this paragraph.

**5. LATE CHARGE**

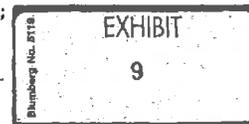
The Bank shall charge and Borrower shall pay a "late charge" not to exceed 5% of each monthly payment (including escrow payments) more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments. If not paid, this late charge shall be added to the Note Debt.

**6. OTHER CHARGES**

If borrower is a participant in the Bank's Auto-Payback Program ("Program") and Borrower terminates or fails to make payment of monthly payments to the Bank pursuant to the Program, the Bank shall charge and Borrower shall pay a processing fee not to exceed \$200.00. If not paid, this fee shall be added to the Note Debt.

**7. APPLICATION OF PAYMENTS**

Unless applicable law provides otherwise, all payments received by the Bank under paragraphs 1 and 4 shall be applied: first, to late charges due; second, to processing fees due; third, to prepayment charges due; fourth, to interest due;



fifth, to principal due; and last, to amounts payable under paragraph 4.

#### 8. TO REPAIR, MAINTAIN AND INSURE PREMISES; AND PAY TAXES

Borrower agrees to keep the building and other structures on the Property in good repair, free from liens and free from waste, refuse, pollutants, contaminants, or hazardous or toxic materials and to comply with local, state, and federal laws relating to condition of the Property and regulating waste, refuse, pollutants, contaminants, petroleum products, or hazardous or toxic materials; to pay all taxes, special and other assessments levied or assessed by virtue of any law and assessment now or hereafter in force upon or against said Property or against the Bank, upon this Note, the Note Debt, the Mortgage, or upon the Bank's interest in the Property arising by reason of the Mortgage; to pay all bills for repairs and any and all expenses incident to the ownership of the Property when due and payable, in order that no lien superior to that of the Bank may be created against the Property during the term of the Mortgage; to permit the Bank to inspect, test and monitor the Property at reasonable times and upon reasonable notice; and to exhibit upon demand, at the office of the Bank, all receipts for said taxes and assessments, and all bills; to keep buildings and improvements now existing or hereafter to be erected or placed on the Property constantly insured up to their full insurable value, in companies acceptable to the Bank, by policies of insurance providing fire loss coverage, extended coverage, and such other coverage as may be required by the Bank, including flood loss coverage; to deliver to the Bank the policies of insurance and their renewals when due in such form as the Bank may elect, which policies shall have attached thereto loss payable clauses in favor of and in form acceptable to the Bank. Each insurance company concerned is hereby authorized and directed to make payment for loss directly to the Bank; the insurance proceeds, or any part thereof, may be applied by the Bank at its option either to the reduction of the Note Debt or to the restoration or repair of the Property. In case of failure of the Borrower to satisfy Borrower's obligations under this paragraph 7, the Bank may take reasonable steps to preserve the value of the Property, may pay any tax or assessment, make and pay for repairs, procure the insurance, discharge any claim, lien or encumbrance, or purchase any tax certificate or title or claim against the Property, and all sums so paid shall be added to the principal portion of the Note Debt as of the first day of the then current month, and become a part of the Note Debt, with interest thereon at a rate of 1-1/2% per annum in excess of the contract rate. The Borrower shall repay upon demand any monies paid or disbursed by the Bank for any of said purposes, and the Bank shall have no duty to inquire as to the validity of any tax, assessment, tax title or other claim against the Property but the receipt of the proper officer, tax or assessment purchaser or release of claim shall be conclusive of the validity and the amount thereof.

#### 9. CONSENT REQUIRED TO TRANSFER

It is expressly understood and agreed that the Note Debt shall become due and payable forthwith, at the option of the Bank, if at any time during the term of this Note the Borrower shall sell, convey, transfer, or in any manner encumber the Property, or lease or rent for a period in excess of one year, or if either legal or equitable title shall vest in any person other than the Borrower in any manner and for any reason whatsoever, unless the consent in writing of the Bank, its successors or assigns, is first obtained. In the event of the approval by the Bank of any such transfer of title, the Bank shall make a service charge of 2% of the original principal balance due under this agreement which if not paid will be added to the principal portion of the Note Debt.

#### 10. CHANGE OF OWNERSHIP NOT TO RELEASE MORTGAGORS

In the event the ownership of the Property or any part thereof becomes vested in a person other than the Borrower, the Bank may, without notice to the Borrower, deal with such successor or successors in interest with reference to the Mortgage and the Note Debt in the same manner as with the Borrower, and may forbear to sue or may extend time for payment of the Note Debt without discharging or in any way affecting the liability of the Borrower for the Note Debt.

#### 11. OPTIONS OF BANK IN CASE OF DEFAULT

The happening of any one or more of the following events or conditions shall be a default hereunder, and upon the happening of any one or more of such events, or in case of default in any of the terms, conditions, or agreements of this Note or the Mortgage, the Bank may, at its option and without any notice or demand whatsoever, declare the entire Note Debt due and payable, and apply toward the payment of said Note Debt any indebtedness of the Bank to the Borrower, and thereafter proceed by action at law or to foreclose the Mortgage or both: (a) upon default by the Borrower in any payment provided in this Note or the Mortgage; (b) upon the making of a contract or agreement by the Borrower or suffering anything to be done whereby anyone may acquire the right to place a lien, mortgage, or other encumbrance against the Property; (c) in case of the actual or threatened alteration, addition to, demolition, or removal of any building on the Property without the prior written consent of the Bank; (d) in case of any act done or suffered to be done by the Borrower, whereby the security effected or intended to be effected by this Note and the Mortgage is weakened, diminished or impaired; (e) upon the default by said Borrower in the performance of any one or more of the covenants and agreements contained in this Note or the Mortgage; (f) if Borrower becomes insolvent or if a suit, action or proceeding shall be instituted by or against the Borrower to adjudicate Borrower as a bankrupt or insolvent, or seeking composition, reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or other present or future statute, law, rule or regulation; (g) if a suit, action or proceeding shall be instituted by virtue of a subordinate lien or claim against the Property; or if any order, judgment or decree is entered against Borrower by a court of any jurisdiction in any way whatsoever arising out of this Note or the Mortgage; or (h) in case of discovery by the Bank of a material misrepresentation in the application. The Borrower hereby assigns to the Bank as additional cash collateral security all rents and profits derived from the Property and all escrow funds paid to the Bank pursuant to this Note. The Borrower does hereby appoint said Bank agent for the management of the Property; and the Bank shall at any time and without notice have the right to enter upon, take possession of, and

manage the Property, including the right to hire and pay a property manager and to collect the rents of the Property, including those past due, directly from the occupants or past occupants of the Property, and bring or defend any action in connection with said premises, which appointment and rights the Bank may elect and exercise to accept in the event the Bank, in its sole discretion, determines there has been a default or breach of covenant by the Borrower. The failure on the part of the Bank to exercise any of its rights hereunder shall not be construed to prejudice its other rights or its right upon any other or subsequent default or breach of covenant; it shall not affect the liability of any maker included within the term Borrower if the Bank, with or without notice, accepts partial payments; releases, impairs or fails to realize upon collateral for the Note Debt; releases, agrees not to sue, or compromises a claim against any such maker; or renews or extends the term of this Note.

## 12. COSTS AND ATTORNEY'S FEES; INDEMNIFICATION

It is understood and agreed that said Borrower shall pay all costs and reasonable attorneys' fees as incurred or paid by the Bank in any suit, action or proceeding in which it may be a party, whether as a plaintiff or defendant or otherwise, by reason of being a party to this Note or the Mortgage, or incurred or paid by the Bank by reason of any dispute, issue, or claim arising out of this Note or the Mortgage, or the interest of the Bank in the Property. The Bank may, at its option, add said costs and fees to the principal portion of the Note Debt in the event of non-payment by the Borrower. Borrower shall indemnify the Bank and hold the Bank harmless from all loss, costs, expenses, claims, and liabilities, including litigation expenses and attorneys' fees, arising from hazardous or toxic materials on, in or about the Property or arising in any way from Borrower's use of the Property.

## 13. FORECLOSURE

Upon the filing of any complaint, or the filing of any action to foreclose the Mortgage in any court having jurisdiction, such court may, at any time and without notice to the Borrower or any party claiming under said Borrower, and without regard to the then value of the Property or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver to serve without bond, to take possession of the Property, with the authority and power to rent and lease the Property; to maintain the Property, to collect all rents and profits; and to pay expenses incurred for maintenance, utilities, and taxes during the pendency of such action until redemption or confirmation of sale. Monies received by said receiver shall be applied, in the discretion of the receiver, toward expenses incurred in administration, expenses incurred in management, costs of renting, maintenance, utilities and taxes; reasonable attorneys' fees, and the amount due the Bank. Upon foreclosure and sale of the Property, proceeds shall be applied as follows: (a) first, to expenses of advertising, selling and conveying the Property; to all moneys advanced for insurance, taxes and other liens or assessments and sums which have been expended in and about the preservation of the Property, and to all disbursements incurred by the Bank including but not limited to court costs, sheriff's and service fees, and costs of title expense, together with reasonable attorneys' fees; (b) second, to the principal portion of the Note Debt and the interest due up to the time of confirmation of such sale or payment, (c) third, the excess, if any, according to further order of the court. It shall not be the duty of the purchaser to see to the application of the purchase money. In case of payment of the Note Debt prior to the confirmation of sheriff's sale but after the filing of any complaint or any action to foreclose the Mortgage all costs and disbursements incurred, including but not limited to title costs, court costs, disbursements and expenses of such proceeding, and reasonable attorneys' fees shall be added to the Note Debt.

## 14. FORECLOSURE ELECTION

Notwithstanding anything to the contrary herein, the Borrower agrees that in the event of foreclosure, the Bank may, at such time, waive judgment for any deficiency and proceed pursuant to the provisions of Section 846.103(2) of the Wisconsin Statutes, as they may apply to the Property.

## 15. WARRANTIES AND REPRESENTATIONS

Borrower and the person signing on behalf of Borrower warrant that Borrower and the person signing on behalf of Borrower have authority and capacity to enter into this Note and the Mortgage; good right to sell, mortgage, or convey the Property; that the Property is free and clear from encumbrances, and Borrower warrants the title thereto against all persons whomsoever. Each person signing below on behalf of another warrants and represents that he or she has authority to act on the other's behalf, that his or her signature is sufficient to bind the other, and that he or she has disclosed to Bank the terms and extent of his or her authority. Borrower warrants and covenants that, to the best of Borrower's knowledge, there are no waste, refuse, pollutants, contaminants, toxic or hazardous materials on, in or about the property; and that, to the best of Borrower's knowledge, the Property and its past, existing, and future uses have not, do not, and will not violate any local, state or federal laws regulating environmental matters or petroleum products, waste, refuse, pollutants, hazardous materials, or toxic materials. The Bank may require Borrower to provide a rent roll, financial disclosures and financial statements at reasonable times and on reasonable notice. All such statements and disclosures shall be true and correct. Each maker included within the term Borrower has made an independent determination of the financial condition of all other makers, and the Bank has made no representations about the financial condition of any maker or about the collectability or enforceability of this Note.

**16. WAIVER**

The Borrower waives notice of and consents to any and all extensions of this Note or any part thereof, without notice, and waives demand, presentment for payment, notice of non-payment and protest.

**17. SINGULAR INCLUDES PLURAL**

If more than one promisor has executed this Note the term of "Borrower" and the use of the singular number herein shall be read and construed accordingly, and, if only one promisor has executed this Note, the use of the plural number herein shall be read and construed accordingly.

**18. NOTE AND MORTGAGE ONE CONTRACT**

This Note is secured by the Mortgage to the Bank bearing even date herewith, and all of the terms and conditions of the Mortgage are hereby incorporated herein and made a part of this Note. If any clause or term herein is declared unconstitutional or in violation of Wisconsin Statutes or other applicable law, it shall not affect the validity of the remaining provisions of this Note.

Witness our hands and seals this day DECEMBER 03, 2001.

  
\_\_\_\_\_  
TODD A BRUNNER, MARRIED (SEAL)

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

**MORTGAGE**

DOCUMENT NUMBER

RETURN TO MORTGAGEE AT:

WAUWATOSA SAVINGS BANK  
7500 W. STATE ST.  
WAUWATOSA, WI 53213

PARCEL ID NUMBER

139-9708-000-3

8267530

REGISTER'S OFFICE 1 SS  
Milwaukee County, WI

RECORDED AT 8:00 AM

04-22-2002

WALTER R. BARCZAK  
REGISTER OF DEEDS

AMOUNT 13.00

REEL 5311

IMAGE 1585

The undersigned Mortgagor(s):

TODD A BRUNNER, MARRIED

hereby mortgage(s) to WAUWATOSA SAVINGS BANK, a Wisconsin Corporation, Mortgagee, real estate, in MILWAUKEE County, Wisconsin described as follows (hereinafter the "Property"):

PARCEL 1: THAT PART OF THE SOUTHWEST 1/4 OF SECTION 23, IN TOWNSHIP 8 NORTH, RANGE 21 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN. BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 195 FEET NORTH OF THE SOUTH LINE AND 330 FEET WEST OF THE SOUTHEAST CORNER OF SAID 1/4 SECTION; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 30 FEET TO A POINT; THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID 1/4 SECTION 120 FEET TO A POINT; THENCE SOUTH AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 30 FEET TO A POINT; THENCE EAST AND PARALLEL TO THE SOUTH LINE OF SAID 1/4 SECTION 120 FEET TO THE PLACE OF BEGINNING. \*\*PARCEL 2: THAT PART OF THE SOUTHWEST 1/4 OF SECTION 23, IN TOWNSHIP 8 NORTH, RANGE 21 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 330 FEET WEST OF THE SOUTHEAST CORNER OF SAID 1/4 SECTION AND 225 FEET NORTH OF THE SOUTH LINE OF SAID 1/4 SECTION; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION, 50 FEET TO A POINT; THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID 1/4 SECTION 150 FEET TO A POINT; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION, 50 FEET TO A POINT; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID 1/4 SECTION 150 FEET TO THE PLACE OF BEGINNING. ALSO KNOWN AS: 6427 N 52nd ST

PARCEL 2 NON-HOMESTEAD PROPERTY including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or otherwise, and any other thing now or hereafter therein or thereon, including screens, window shades, storm doors and windows, floor coverings, screen doors, awnings, built-in stoves, and water heaters (all of which are fixtures and a part of said real estate whether physically attached thereto or not), together with the privileges, hereditaments, appurtenances and improvements now or hereafter belonging to or erected thereon, hereby releasing and waiving all rights under any homestead exemption laws and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein.

This mortgage is given to secure an indebtedness to the Mortgagee under a mortgage note in the amount of THIRTY-EIGHT THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$ 38500.00) of even date, executed by the Mortgagors, which note is made a part hereof (hereinafter the "Note") and such additional sums subsequently advanced in accordance with and pursuant to the Note and all other indebtedness of Mortgagors to Mortgagee agreed by Mortgagors to be secured hereby. It is the intent hereof to secure payment of the Note whether the entire amount has been advanced to Mortgagors at the date hereof or is advanced at a later date, or having been advanced, has been repaid in part and further advances made at a later date. Nothing herein contained shall be considered as limiting the amount that shall be secured hereby when advanced to protect the Property, or in accordance with covenants contained in this mortgage and the Note.

The Mortgagors hereby assign to the Mortgagee as additional cash collateral security all rents and profits derived from the property and all escrow funds paid to Mortgagee pursuant to the Note. The Mortgagors hereby appoint said Mortgagee agent for the management of the Property, and the Mortgagee shall at any time and without notice have the right to enter upon, take possession of and manage the Property, including the right to hire and pay a property manager, and to collect the rents of the property, including those past due, directly from the occupants and past occupants of the Property, and bring or defend any actions in connection with the property, which appointment



**MORTGAGE NOTE**

(Non-owner Occupied) Short Term Note

FOR VALUE RECEIVED, the undersigned makers, the Promisors and/or Mortgagors, hereinafter called BORROWER (whether one or more), promises and agrees as follows:

**1. TERMS OF REPAYMENT AND ADDITIONAL ADVANCES**

To pay to the order of WAUWATOSA SAVINGS BANK, Promisee and Mortgagee, a Corporation hereinafter called BANK, its successors and assigns, at its offices in Wauwatosa, Wisconsin, or such other place as may be designated by the holder of this Mortgage Note (hereinafter the "Note"), the principal sum of TWENTY-ONE THOUSAND NINE HUNDRED AND NO/100 Dollars, (\$ 21900.00); and such additional sums as may be subsequently advanced hereon to the Borrower by the Bank, together with interest thereon at the initial rate of 7.250 percent per annum, until the loan shall have been fully paid. Such principal and interest shall be due and payable in monthly installments of \$158.29, on the first day of each and every month, commencing JANUARY 01, 2002. The entire balance shall be fully due and payable on JANUARY 01, 2005 (the maturity date), unless Borrower fails to comply with all Borrower's obligations hereunder, in which event it shall become due prior thereto. It is intended that all provisions in this Note and the mortgage given as collateral security hereto (hereinafter the "Mortgage") comply with the provisions of Chapter 138 of the Wisconsin Statutes at the time of execution thereof, and to the extent not in compliance shall be superseded by the provisions of said statute. The principal sum, the interest thereon, and all other amounts payable by Borrower to Bank under this Note or under the Mortgage shall hereinafter be called the Note Debt.

**2. INTEREST ON UNPAID BALANCE**

Said interest shall be added to the total of the Note Debt as of the first day of each month at the annual rate of interest above provided, said interest calculation to be based upon the unpaid total of the Note Debt as of the close of business on the last day of each month.

**3. PREPAYMENT PROVISION**

The Bank may charge and Borrower shall pay 90 days interest of the contract rate in effect on the date of such prepayment, on the amount of any principal prepayments. A prepayment penalty shall not be assessed on account of a payment made within 30 days preceding the maturity date.

**4. ESCROW REQUIREMENTS**

Borrower shall pay to the Bank on the day monthly payments are due, until the Note Debt is paid in full, a sum equal to one-twelfth of the following escrow items: (a) yearly taxes and assessments on the property which is subject to the mortgage securing this Note (hereinafter the "Property"); (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums on the Property; and (d) yearly mortgage insurance premiums, if any. The Bank may require escrow payments in an amount estimated on the basis of current data and reasonably estimated future escrow requirements. Escrow funds shall be held by the Bank and the Bank shall apply them to pay the escrow items. If the escrow funds held by the Bank exceed the amount required to pay the escrow items when due, the excess may, at the Bank's option, be credited to Borrower on future escrow obligations. If the amount of the escrow held by the Bank is not sufficient to pay the escrow items when due, Borrower shall pay to Bank any amount necessary to make up the deficiency in one or more payments as required by the Bank. The Bank shall not pay interest on escrow funds unless required by law. Upon payment in full of all sums owed pursuant to this Note and the Mortgage the Bank shall refund to Borrower any escrow funds held by the Bank. The Bank may waive Borrower's obligations under this paragraph 4, provided that the Bank may revoke such waiver if the Bank determines that its security is diminished by failure of the borrower to comply with this paragraph.

**5. LATE CHARGE**

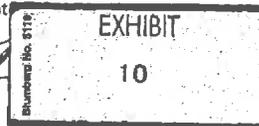
The Bank shall charge and Borrower shall pay a "late charge" not to exceed 5% of each monthly payment (including escrow payments) more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments. If not paid, this late charge shall be added to the Note Debt.

**6. OTHER CHARGES**

If borrower is a participant in the Bank's Auto-Payback Program ("Program") and Borrower terminates or fails to make payment of monthly payments to the Bank pursuant to the Program, the Bank shall charge and Borrower shall pay a processing fee not to exceed \$200.00. If not paid, this fee shall be added to the Note Debt.

**7. APPLICATION OF PAYMENTS**

Unless applicable law provides otherwise, all payments received by the Bank under paragraphs 1 and 4 shall be applied: first, to late charges due; second, to processing fees due; third, to prepayment charges due; fourth, to interest



fifth, to principal due; and last, to amounts payable under paragraph 4.

#### 8. TO REPAIR, MAINTAIN AND INSURE PREMISES, AND PAY TAXES

Borrower agrees to keep the building and other structures on the Property in good repair, free from liens and free from waste, refuse, pollutants, contaminants, or hazardous or toxic materials and to comply with local, state, and federal laws relating to condition of the Property and regulating waste, refuse, pollutants, contaminants, petroleum products, or hazardous or toxic materials; to pay all taxes, special and other assessments levied or assessed by virtue of any law and assessment now or hereafter in force upon or against said Property or against the Bank, upon this Note, the Note Debt, the Mortgage, or upon the Bank's interest in the Property arising by reason of the Mortgage; to pay all bills for repairs and any and all expenses incident to the ownership of the Property when due and payable, in order that no lien superior to that of the Bank may be created against the Property during the term of the Mortgage; to permit the Bank to inspect, test and monitor the Property at reasonable times and upon reasonable notice; and to exhibit upon demand, at the office of the Bank, all receipts for said taxes and assessments, and all bills; to keep buildings and improvements now existing or hereafter to be erected or placed on the Property constantly insured up to their full insurable value, in companies acceptable to the Bank, by policies of insurance providing fire loss coverage, extended coverage, and such other coverage as may be required by the Bank, including flood loss coverage; to deliver to the Bank the policies of insurance and their renewals when due in such form as the Bank may elect, which policies shall have attached thereto loss payable clauses in favor of, and in form acceptable to the Bank. Each insurance company concerned is hereby authorized and directed to make payment for loss directly to the Bank; the insurance proceeds, or any part thereof, may be applied by the Bank at its option either to the reduction of the Note Debt or to the restoration or repair of the Property. In case of failure of the Borrower to satisfy Borrower's obligations under this paragraph 7, the Bank may take reasonable steps to preserve the value of the Property, may pay any tax or assessment, make and pay for repairs, procure the insurance, discharge any claim, lien or encumbrance, or purchase any tax certificate or title or claim against the Property, and all sums so paid shall be added to the principal portion of the Note Debt as of the first day of the then current month, and become a part of the Note Debt, with interest thereon at a rate of 1-1/2% per annum in excess of the current rate. The Borrower shall repay upon demand any monies paid or disbursed by the Bank for any of said purposes, and the Bank shall have no duty to inquire as to the validity of any tax, assessment, tax title or other claim against the Property but the receipt of the proper officer, tax or assessment purchaser or release of claim shall be conclusive of the validity and the amount thereof.

#### 9. CONSENT REQUIRED TO TRANSFER

It is expressly understood and agreed that the Note Debt shall become due and payable forthwith, at the option of the Bank, if at any time during the term of this Note the Borrower shall sell, convey, transfer, or in any manner encumber the Property, or lease or rent for a period in excess of one year, or if either legal or equitable title shall vest in any person other than the Borrower in any manner and for any reason whatsoever, unless the consent in writing of the Bank, its successors or assigns, is first obtained. In the event of the approval by the Bank of any such transfer of title, the Bank shall make a service charge of 2% of the original principal balance due under this agreement which if not paid will be added to the principal portion of the Note Debt.

#### 10. CHANGE OF OWNERSHIP NOT TO RELEASE MORTGAGORS

In the event the ownership of the Property or any part thereof becomes vested in a person other than the Borrower, the Bank may, without notice to the Borrower, deal with such successor or successors in interest with reference to the Mortgage and the Note Debt in the same manner as with the Borrower, and may forbear to sue or may extend time for payment of the Note Debt without discharging or in any way affecting the liability of the Borrower for the Note Debt.

#### 11. OPTIONS OF BANK IN CASE OF DEFAULT

The happening of any one or more of the following events or conditions shall be a default hereunder, and upon the happening of any one or more of such events, or in case of default in any of the terms, conditions, or agreements of this Note or the Mortgage, the Bank may, at its option and without any notice or demand whatsoever, declare the entire Note Debt due and payable, and apply toward the payment of said Note Debt any indebtedness of the Bank to the Borrower, and thereafter proceed by action at law or to foreclose the Mortgage or both: (a) upon default by the Borrower in any payment provided in this Note or the Mortgage; (b) upon the making of a contract or agreement by the Borrower or suffering anything to be done whereby anyone may acquire the right to place a lien, mortgage, or other encumbrance against the Property; (c) in case of the actual or threatened alteration, addition to, demolition, or removal of any building on the Property without the prior written consent of the Bank; (d) in case of any act done or suffered to be done by the Borrower, whereby the security affected or intended to be effected by this Note and the Mortgage is weakened, diminished or impaired; (e) upon the default by said Borrower in the performance of any one or more of the covenants and agreements contained in this Note or the Mortgage; (f) if Borrower becomes insolvent or if a suit, action or proceeding shall be instituted by or against the Borrower to adjudicate Borrower as a bankrupt or insolvent, or seeking composition, reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or other present or future statute, law, rule or regulation; (g) if a suit, action or proceeding shall be instituted by virtue of a subordinate lien or claim against the Property; or if any order, judgment or decree is entered against Borrower by a court of any jurisdiction in any way whatsoever arising out of this Note or the Mortgage; or (h) in case of discovery by the Bank of a material misrepresentation in the application. The Borrower hereby assigns to the Bank as additional cash collateral security all rents and profits derived from the Property and all escrow funds paid to the Bank pursuant to this Note. The Borrower does hereby appoint said Bank agent for the management of the Property; and the Bank shall at any time and without notice have the right to enter upon, take possession of, and

manage the Property, including the right to hire and pay a property manager and to collect the rents of the Property, including those past due, directly from the occupants or past occupants of the Property, and bring or defend any action in connection with said premises, which appointment and rights the Bank may elect and exercise to accept in the event the Bank, in its sole discretion, determines there has been a default or breach of covenant by the Borrower. The failure on the part of the Bank to exercise any of its rights hereunder shall not be construed to prejudice its other rights or its right upon any other or subsequent default or breach of covenant. It shall not affect the liability of any maker included within the term Borrower if the Bank, with or without notice, accepts partial payments; releases, impairs or fails to realize upon collateral for the Note Debt; releases, agrees not to sue, or compromises a claim against any such maker; or renews or extends the term of this Note.

## 12. COSTS AND ATTORNEY'S FEES: INDEMNIFICATION

It is understood and agreed that said Borrower shall pay all costs and reasonable attorneys' fees as incurred or paid by the Bank in any suit, action or proceeding in which it may be a party, whether as a plaintiff or defendant or otherwise, by reason of being a party to this Note or the Mortgage, or incurred or paid by the Bank by reason of any dispute, issue, or claim arising out of this Note or the Mortgage, or the interest of the Bank in the Property. The Bank may, at its option, add said costs and fees to the principal portion of the Note Debt in the event of non-payment by the Borrower. Borrower shall indemnify the Bank and hold the Bank harmless from all loss, costs, expenses, claims, and liabilities, including litigation expenses and attorneys' fees, arising from hazardous or toxic materials on, in or about the Property or arising in any way from Borrower's use of the Property.

## 13. FORECLOSURE

Upon the filing of any complaint, or the filing of any action to foreclose the Mortgage in any court having jurisdiction, such court may, at any time and without notice to the Borrower or any party claiming under said Borrower, and without regard to the then value of the Property or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver to serve without bond, to take possession of the Property, with the authority and power to rent and lease the Property; to maintain the Property, to collect all rents and profits; and to pay expenses incurred for maintenance, utilities, and taxes during the pendency of such action until redemption or confirmation of sale. Monies received by said receiver shall be applied, in the discretion of the receiver, toward expenses incurred in administration, expenses incurred in management, costs of renting, maintenance, utilities and taxes, reasonable attorneys' fees, and the amount due the Bank. Upon foreclosure and sale of the Property, proceeds shall be applied as follows: (a) first, to expenses of advertising, selling and conveying the Property; to all moneys advanced for insurance, taxes and other liens or assessments and sums which have been expended in and about the preservation of the Property, and to all disbursements incurred by the Bank including but not limited to court costs, sheriff's and service fees, and costs of title expense, together with reasonable attorneys' fees; (b) second, to the principal portion of the Note Debt and the interest due up to the time of confirmation of such sale or payment; (c) third, the excess, if any, according to further order of the court. It shall not be the duty of the purchaser to see to the application of the purchase money. In case of payment of the Note Debt prior to the confirmation of sheriff's sale but after the filing of any complaint or any action to foreclose the Mortgage all costs and disbursements incurred, including but not limited to title costs, court costs, disbursements and expenses of such proceeding, and reasonable attorneys' fees shall be added to the Note Debt.

## 14. FORECLOSURE ELECTION

Notwithstanding anything to the contrary herein, the Borrower agrees that in the event of foreclosure, the Bank may, at such time, waive judgment for any deficiency and proceed pursuant to the provisions of Section 846.103(2) of the Wisconsin Statutes, as they may apply to the Property.

## 15. WARRANTIES AND REPRESENTATIONS

Borrower and the person signing on behalf of Borrower warrant that Borrower and the person signing on behalf of Borrower have authority and capacity to enter into this Note and the Mortgage; good right to sell, mortgage, or convey the Property; that the Property is free and clear from encumbrances, and Borrower warrants the title thereto against all persons whomsoever. Each person signing below on behalf of another warrants and represents that he or she has authority to act on the other's behalf, that his or her signature is sufficient to bind the other, and that he or she has disclosed to Bank the terms and extent of his or her authority. Borrower warrants and covenants that, to the best of Borrower's knowledge, there are no waste, refuse, pollutants, contaminants, toxic or hazardous materials on, in or about the property; and that, to the best of Borrower's knowledge, the Property and its past, existing, and future uses have not, do not, and will not violate any local, state or federal laws regulating environmental matters or petroleum products, waste, refuse, pollutants, hazardous materials, or toxic materials. The Bank may require Borrower to provide a rent roll, financial disclosures and financial statements at reasonable times and on reasonable notice. All such statements and disclosures shall be true and correct. Each maker included within the term Borrower has made an independent determination of the financial condition of all other makers, and the Bank has made no representations about the financial condition of any maker or about the collectability or enforceability of this Note.

**16. WAIVER**

The Borrower waives notice of and consents to any and all extensions of this Note or any part thereof, without notice, and waives demand, presentment for payment, notice of non-payment and protest.

**17. SINGULAR INCLUDES PLURAL**

If more than one promisor has executed this Note the term of "Borrower" and the use of the singular number herein shall be read and construed accordingly, and, if only one promisor has executed this Note, the use of the plural number herein shall be read and construed accordingly.

**18. NOTE AND MORTGAGE ONE CONTRACT**

This Note is secured by the Mortgage to the Bank bearing even date herewith, and all of the terms and conditions of the Mortgage are hereby incorporated herein and made a part of this Note. If any clause or term herein is declared unconstitutional or in violation of Wisconsin Statutes or other applicable law, it shall not affect the validity of the remaining provisions of this Note.

Witness our hands and seals this day DECEMBER 03, 2001.

 (SEAL)  
TODD A BRUNNER, MARRIED

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

**MORTGAGE**

DOCUMENT NUMBER

RETURN TO MORTGAGEE AT:

WAUWATOSA SAVINGS BANK  
7500 W. STATE ST.  
WAUWATOSA, WI 53213

PARCEL ID NUMBER

244-0314-3

8208923

REGISTER'S OFFICE | SS  
Milwaukee County, WI

RECORDED AT 2:21 PM  
01-23-2002

WALTER R. BARCZAK  
REGISTER OF DEEDS

AMOUNT 13,00

REEL 5248

IMAGE 2749

The undersigned Mortgagor(s):

TODD A BRUNNER, MARRIED

hereby mortgage(s) to WAUWATOSA SAVINGS BANK, a Wisconsin Corporation, Mortgagee, real estate in MILWAUKEE County, Wisconsin described as follows (hereinafter the "Property"):

LOT 2, IN BLOCK 2 IN NORTH RIDGE, BEING A SUBDIVISION OF A PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN. ALSO KNOWN AS: 4331 N 19th STREET, MILWAUKEE WI 53209. THIS IS NON-HOMESTEAD PROPERTY.

including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or otherwise, and any other thing now or hereafter therein or thereon, including screens, window shades, storm doors and windows, floor coverings, screen doors, awnings, built-in stoves, and water heaters (all of which are fixtures and a part of said real estate whether physically attached thereto or not), together with the privileges, hereditaments, appurtenances and improvements now or hereafter belonging to or erected thereon, hereby releasing and waiving all rights under any homestead exemption laws and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein.

This mortgage is given to secure an indebtedness to the Mortgagee under a mortgage note in the amount of TWENTY-ONE THOUSAND NINE HUNDRED AND NO/100 Dollars (\$ 21900.00) of even date, executed by the Mortgagors, which note is made a part hereof (hereinafter the "Note") and such additional sums subsequently advanced in accordance with and pursuant to the Note and all other indebtedness of Mortgagors to Mortgagee agreed by Mortgagors to be secured hereby. It is the intent hereof to secure payment of the Note whether the entire amount has been advanced to Mortgagee at the date hereof or is advanced at a later date, or having been advanced, has been repaid in part and further advances made at a later date. Nothing herein contained shall be considered as limiting the amount that shall be secured hereby when advanced to protect the Property, or in accordance with covenants contained in this mortgage and the Note.

The Mortgagors hereby assign to the Mortgagee as additional cash collateral security all rents and profits derived from the property and all escrow funds paid to Mortgagee pursuant to the Note. The Mortgagors hereby appoint said Mortgagee agent for the management of the Property, and the Mortgagee shall at any time and without notice have the right to enter upon, take possession of and manage the Property, including the right to hire and pay a property manager, and to collect the rents of the property, including those past due, directly from the occupants and past occupants of the Property; and bring or defend any actions in connection with the property, which appointment and rights the Mortgagee may elect to accept and exercise in the event the Mortgagee, in its sole discretion, determines there has been a default or breach of covenant by the Mortgagors. The Mortgagee may elect from time to time not to enforce some or all of the provisions of this paragraph. The Mortgagee may provide a copy hereof to the occupants and past occupants of the Property, and such copy shall be sufficient notice and evidence of the Mortgagee's right to collect rents directly from said occupants. Mortgagee consents to the appointment of a receiver by a court, without notice and without bond, to take possession of the Property, with authority and power to rent and lease the Property; to manage and maintain the Property, including hiring a property manager; to collect all rents and profits; to terminate tenancies and evict occupants, or tenants in default; and to pay expenses incurred for maintenance, utilities, and taxes, and insurance; and with such other power and authority as granted by the Note and the court.

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The Mortgagors agree that in the event of foreclosure, the Mortgagee may, at such time, waive judgment for any deficiency and proceed pursuant to the provisions of Sections 846.101 and 846.103(2) of the Wisconsin Statutes, as they may apply to the property.

In the event that the Property or any part thereof is sold, conveyed, transferred, encumbered, or leased for a term of more than one year, or in the event that either legal or equitable title vests in any persons other than the Mortgagor for any reason, the entire indebtedness pursuant to this mortgage and the Note shall become due and payable forthwith, at the option of the Mortgagee, without further notice.

If one person executes this mortgage, the term "Mortgagors" and the use of the plural number herein shall be read and construed accordingly.

IN WITNESS WHEREOF, the said Mortgagor(s) have executed and sealed this Instrument at Oak Creek, Wisconsin, on DECEMBER 03, 2001.

TODD A BRUNNER, MARRIED (SEAL) \_\_\_\_\_ (SEAL)

STATE OF WISCONSIN  
MILWAUKEE County

Personally came before me on DECEMBER 03, 2001, the above named:

TODD A BRUNNER, MARRIED

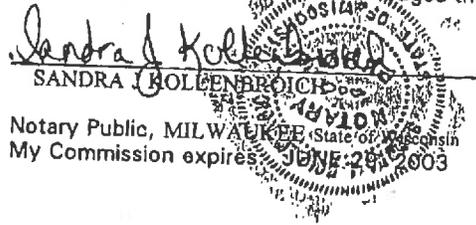
to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

This instrument was drafted by:

R. R. Perry for  
Wauwatosa Savings Bank

(Seal)

Notary Public, MILWAUKEE, State of Wisconsin  
My Commission expires JUNE 28, 2003



REEL 5248

IMAGE 2750

**MORTGAGE NOTE**

(Non-owner Occupied) Short Term Note

FOR VALUE RECEIVED, the undersigned makers, the Promisors and/or Mortgagors, hereinafter called BORROWER (whether one or more), promises and agrees as follows:

**1. TERMS OF REPAYMENT AND ADDITIONAL ADVANCES**

To pay to the order of WAUWATOSA SAVINGS BANK, Promisee and Mortgagee, a Corporation hereinafter called BANK, its successors and assigns, at its offices in Wauwatosa, Wisconsin, or such other place as may be designated by the holder of this Mortgage Note (hereinafter the "Note"), the principal sum of **TWENTY-TWO THOUSAND SEVEN HUNDRED AND NO/100 Dollars, (\$22700.00)**, and such additional sums as may be subsequently advanced hereon to the Borrower by the Bank, together with interest thereon at the initial rate of **7.250** percent per annum, until the loan shall have been fully paid. Such principal and interest shall be due and payable in monthly installments of **\$164.08**, on the first day of each and every month, commencing **JANUARY 01, 2002**. The entire balance shall be fully due and payable on **JANUARY 01, 2005** (the maturity date), unless Borrower fails to comply with all Borrower's obligations hereunder, in which event it shall become due prior thereto. It is intended that all provisions in this Note and the mortgage given as collateral security hereto (hereinafter the "Mortgage") comply with the provisions of Chapter 138 of the Wisconsin Statutes at the time of execution thereof, and to the extent not in compliance shall be superseded by the provisions of said statute. The principal sum, the interest thereon, and all other amounts payable by Borrower to Bank under this Note or under the Mortgage shall hereinafter be called the Note Debt.

**2. INTEREST ON UNPAID BALANCE**

Said interest shall be added to the total of the Note Debt as of the first day of each month at the annual rate of interest above provided, said interest calculation to be based upon the unpaid total of the Note Debt as of the close of business on the last day of each month.

**3. PREPAYMENT PROVISION**

The Bank may charge and Borrower shall pay 90 days interest of the contract rate in effect on the date of such prepayment, on the amount of any principal prepayments. A prepayment penalty shall not be assessed on account of a payment made within 30 days preceding the maturity date.

**4. ESCROW REQUIREMENTS**

Borrower shall pay to the Bank on the day monthly payments are due, until the Note Debt is paid in full, a sum equal to one-twelfth of the following escrow items: (a) yearly taxes and assessments on the property which is subject to the mortgage securing this Note (hereinafter the "Property"); (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums on the Property; and (d) yearly mortgage insurance premiums, if any. The Bank may require escrow payments in an amount estimated on the basis of current data and reasonably estimated future escrow requirements. Escrow funds shall be held by the Bank and the Bank shall apply them to pay the escrow items. If the escrow funds held by the Bank exceed the amount required to pay the escrow items when due, the excess may, at the Bank's option, be credited to Borrower on future escrow obligations. If the amount of the escrow held by the Bank is not sufficient to pay the escrow items when due, Borrower shall pay to Bank any amount necessary to make up the deficiency in one or more payments as required by the Bank. The Bank shall not pay interest on escrow funds unless required by law. Upon payment in full of all sums owed pursuant to this Note and the Mortgage the Bank shall refund to Borrower any escrow funds held by the Bank. The Bank may waive Borrower's obligations under this paragraph 4, provided that the Bank may revoke such waiver if the Bank determines that its security is diminished by failure of the borrower to comply with this paragraph.

**5. LATE CHARGE**

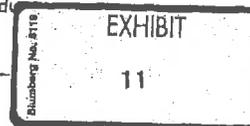
The Bank shall charge and Borrower shall pay a "late charge" not to exceed 5% of each monthly payment (including escrow payments) more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments. If not paid, this late charge shall be added to the Note Debt.

**6. OTHER CHARGES**

If borrower is a participant in the Bank's Auto-Payback Program ("Program") and Borrower terminates or fails to make payment of monthly payments to the Bank pursuant to the Program, the Bank shall charge and Borrower shall pay a processing fee not to exceed \$200.00. If not paid, this fee shall be added to the Note Debt.

**7. APPLICATION OF PAYMENTS**

Unless applicable law provides otherwise, all payments received by the Bank under paragraphs 1 and 4 shall be applied: first, to late charges due; second, to processing fees due; third, to prepayment charges due; fourth, to interest due;



fifth, to principal due; and last, to amounts payable under paragraph 4.

#### 8. TO REPAIR, MAINTAIN AND INSURE PREMISES, AND PAY TAXES

Borrower agrees to keep the building and other structures on the Property in good repair, free from liens and free from waste, refuse, pollutants, contaminants, or hazardous or toxic materials and to comply with local, state, and federal laws relating to condition of the Property and regulating waste, refuse, pollutants, contaminants, petroleum products, or hazardous or toxic materials; to pay all taxes, special and other assessments levied or assessed by virtue of any law and assessment now or hereafter in force upon or against said Property or against the Bank, upon this Note, the Note Debt, the Mortgage, or upon the Bank's interest in the Property arising by reason of the Mortgage; to pay all bills for repairs and any and all expenses incident to the ownership of the Property when due and payable, in order that no lien superior to that of the Bank may be created against the Property during the term of the Mortgage; to permit the Bank to inspect, test and monitor the Property at reasonable times and upon reasonable notice; and to exhibit upon demand, at the office of the Bank, all receipts for said taxes and assessments, and all bills; to keep buildings and improvements now existing or hereafter to be erected or placed on the Property constantly insured up to their full insurable value, in other companies acceptable to the Bank, by policies of insurance providing fire loss coverage, extended coverage, and such other coverage as may be required by the Bank, including flood loss coverage; to deliver to the Bank the policies of insurance and their renewals when due in such form as the Bank may elect, which policies shall have attached thereto loss payable clauses in favor of and in form acceptable to the Bank. Each insurance company concerned is hereby authorized and directed to make payment for loss directly to the Bank; the insurance proceeds, or any part thereof, may be applied by the Bank at its option either to the reduction of the Note Debt or to the restoration or repair of the Property. In case of failure of the Borrower to satisfy Borrower's obligations under this paragraph 7, the Bank may take reasonable steps to preserve the value of the Property, may pay any tax or assessment, make and pay for repairs, procure the insurance, discharge any claim, lien or encumbrance, or purchase any tax certificate or title or claim against the Property, and all sums so paid shall be added to the principal portion of the Note Debt as of the first day of the then current month, and become a part of the Note Debt, with interest thereon at a rate of 1-1/2% per annum in excess of the contract rate. The Borrower shall repay upon demand any monies paid or disbursed by the Bank for any of said purposes, and the Bank shall have no duty to inquire as to the validity of any tax, assessment, tax title or other claim against the Property but the receipt of the proper officer, tax or assessment purchaser or release of claim shall be conclusive of the validity and the amount thereof.

#### 9. CONSENT REQUIRED TO TRANSFER

It is expressly understood and agreed that the Note Debt shall become due and payable forthwith, at the option of the Bank, if at any time during the term of this Note the Borrower shall sell, convey, transfer, or in any manner encumber the Property, or lease or rent for a period in excess of one year, or if either legal or equitable title shall vest in any person other than the Borrower in any manner and for any reason whatsoever, unless the consent in writing of the Bank, its successors or assigns, is first obtained. In the event of the approval by the Bank of any such transfer of title, the Bank shall make a service charge of 2% of the original principal balance due under this agreement which if not paid will be added to the principal portion of the Note Debt.

#### 10. CHANGE OF OWNERSHIP NOT TO RELEASE MORTGAGORS

In the event the ownership of the Property or any part thereof becomes vested in a person other than the Borrower, the Bank may, without notice to the Borrower, deal with such successor or successors in interest with reference to the Mortgage and the Note Debt in the same manner as with the Borrower, and may forbear to sue or may extend time for payment of the Note Debt without discharging or in any way affecting the liability of the Borrower for the Note Debt.

#### 11. OPTIONS OF BANK IN CASE OF DEFAULT

The happening of any one or more of the following events or conditions shall be a default hereunder, and upon the happening of any one or more of such events, or in case of default in any of the terms, conditions, or agreements of this Note or the Mortgage, the Bank may, at its option and without any notice or demand whatsoever, declare the entire Note Debt due and payable, and apply toward the payment of said Note Debt any indebtedness of the Bank to the Borrower, and thereafter proceed by action at law or to foreclose the Mortgage or both: (a) upon default by the Borrower in any payment provided in this Note or the Mortgage; (b) upon the making of a contract or agreement by the Borrower or suffering anything to be done whereby anyone may acquire the right to place a lien, mortgage, or other encumbrance against the Property; (c) in case of the actual or threatened alteration, addition to, demolition, or removal of any building on the Property without the prior written consent of the Bank; (d) in case of any act done or suffered to be done by the Borrower, whereby the security effected or intended to be affected by this Note and the Mortgage is weakened, diminished or impaired; (e) upon the default by said Borrower in the performance of any one or more of the covenants and agreements contained in this Note or the Mortgage; (f) if Borrower becomes insolvent or if a suit, action or proceeding shall be instituted by or against the Borrower to adjudicate Borrower as a bankrupt or insolvent, or seeking composition, reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or other present or future statute, law, rule or regulation; (g) if a suit, action or proceeding shall be instituted by virtue of a subordinate lien or claim against the Property; or if any order, judgment or decree is entered against Borrower by a court of any jurisdiction in any way whatsoever arising out of this Note or the Mortgage; or (h) in case of discovery by the Bank of a material misrepresentation in the application. The Borrower hereby assigns to the Bank as additional cash collateral security all rents and profits derived from the Property and all escrow funds paid to the Bank pursuant to this Note. The Borrower does hereby appoint said Bank agent for the management of the Property; and the Bank shall at any time and without notice have the right to enter upon, take possession of, and

manage the Property, including the right to hire and pay a property manager and to collect the rents of the Property, including those past due, directly from the occupants or past occupants of the Property, and bring or defend any action in connection with said premises, which appointment and rights the Bank may elect and exercise to accept in the event the Bank, in its sole discretion, determines there has been a default or breach of covenant by the Borrower. The failure on the part of the Bank to exercise any of its rights hereunder shall not be construed to prejudice its other rights or its right upon any other or subsequent default or breach of covenant. It shall not affect the liability of any maker included within the term Borrower if the Bank, with or without notice, accepts partial payments; releases, impairs or fails to realize upon collateral for the Note Debt; releases, agrees not to sue, or compromises a claim against any such maker; or renews or extends the term of this Note.

## 12. COSTS AND ATTORNEY'S FEES; INDEMNIFICATION

It is understood and agreed that said Borrower shall pay all costs and reasonable attorneys' fees as incurred or paid by the Bank in any suit, action or proceeding in which it may be a party, whether as a plaintiff or defendant or otherwise, by reason of being a party to this Note or the Mortgage, or incurred or paid by the Bank by reason of any dispute, issue, or claim arising out of this Note or the Mortgage, or the interest of the Bank in the Property. The Bank may, at its option, add said costs and fees to the principal portion of the Note Debt in the event of non-payment by the Borrower. Borrower shall indemnify the Bank and hold the Bank harmless from all loss, costs, expenses, claims, and liabilities, including litigation expenses and attorneys' fees, arising from hazardous or toxic materials on, in or about the Property or arising in any way from Borrower's use of the Property.

## 13. FORECLOSURE

Upon the filing of any complaint, or the filing of any action to foreclose the Mortgage in any court having jurisdiction, such court may, at any time and without notice to the Borrower or any party claiming under said Borrower, and without regard to the then value of the Property or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver to serve without bond, to take possession of the Property, with the authority and power to rent and lease the Property; to maintain the Property, to collect all rents and profits; and to pay expenses incurred for maintenance, utilities, and taxes during the pendency of such action until redemption or confirmation of sale. Monies received by said receiver shall be applied, in the discretion of the receiver, toward expenses incurred in administration, expenses incurred in management, costs of renting, maintenance, utilities and taxes, reasonable attorneys' fees, and the amount due the Bank. Upon foreclosure and sale of the Property, proceeds shall be applied as follows: (a) first, to expenses of advertising, selling and conveying the Property; to all moneys advanced for insurance, taxes and other liens or assessments and sums which have been expended in and about the preservation of the Property, and to all disbursements incurred by the Bank including but not limited to court costs, sheriff's and service fees, and costs of title expense, together with reasonable attorneys' fees; (b) second, to the principal portion of the Note Debt and the interest due up to the time of confirmation of such sale or payment, (c) third, the excess, if any, according to further order of the court. It shall not be the duty of the purchaser to see to the application of the purchase money. In case of payment of the Note Debt prior to the confirmation of sheriff's sale but after the filing of any complaint or any action to foreclose the Mortgage all costs and disbursements incurred, including but not limited to title costs, court costs, disbursements and expenses of such proceeding, and reasonable attorneys' fees shall be added to the Note Debt.

## 14. FORECLOSURE ELECTION

Notwithstanding anything to the contrary herein, the Borrower agrees that in the event of foreclosure, the Bank may, at such time, waive judgment for any deficiency and proceed pursuant to the provisions of Section 846.103(2) of the Wisconsin Statutes, as they may apply to the Property.

## 15. WARRANTIES AND REPRESENTATIONS

Borrower and the person signing on behalf of Borrower warrant that Borrower and the person signing on behalf of Borrower have authority and capacity to enter into this Note and the Mortgage; good right to sell, mortgage, or convey the Property; that the Property is free and clear from encumbrances, and Borrower warrants the title thereto against all persons whomsoever. Each person signing below on behalf of another warrants and represents that he or she has authority to act on the other's behalf, that his or her signature is sufficient to bind the other, and that he or she has disclosed to Bank the terms and extent of his or her authority. Borrower warrants and covenants that, to the best of Borrower's knowledge, there are no waste, refuse, pollutants, contaminants, toxic or hazardous materials on, in or about the property; and that, to the best of Borrower's knowledge, the Property and its past, existing, and future uses have not, do not, and will not violate any local, state or federal laws regulating environmental matters or petroleum products, waste, refuse, pollutants, hazardous materials, or toxic materials. The Bank may require Borrower to provide a rent roll, financial disclosures and financial statements at reasonable times and on reasonable notice. All such statements and disclosures shall be true and correct. Each maker included within the term Borrower has made an independent determination of the financial condition of all other makers, and the Bank has made no representations about the financial condition of any maker or about the collectability or enforceability of this Note.

**16. WAIVER**

The Borrower waives notice of and consents to any and all extensions of this Note or any part thereof, without notice, and waives demand, presentment for payment, notice of non-payment and protest.

**17. SINGULAR INCLUDES PLURAL**

If more than one promisor has executed this Note the term of "Borrower" and the use of the singular number herein shall be read and construed accordingly, and, if only one promisor has executed this Note, the use of the plural number herein shall be read and construed accordingly.

**18. NOTE AND MORTGAGE ONE CONTRACT**

This Note is secured by the Mortgage to the Bank bearing even date herewith, and all of the terms and conditions of the Mortgage are hereby incorporated herein and made a part of this Note. If any clause or term herein is declared unconstitutional or in violation of Wisconsin Statutes or other applicable law, it shall not affect the validity of the remaining provisions of this Note.

Witness our hands and seals this day DECEMBER 03, 2001.

  
\_\_\_\_\_  
TODD A BRUNNER, MARRIED (SEAL)

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

**MORTGAGE**

DOCUMENT NUMBER

RETURN TO MORTGAGEE AT:

WAUWATOSA SAVINGS BANK  
7500 W. STATE ST.  
WAUWATOSA, WI 53213

PARCEL ID NUMBER

206-0833-4

0208920

REGISTER'S OFFICE  
Milwaukee County, WI

RECORDED AT 2:21 PM

01-23-2002

WALTER R. BARCZAK  
REGISTER OF DEEDS

AMOUNT 13.00

REEL 5248

IMAGE 2744

The undersigned Mortgagor(s):

TODD A BRUNNER, MARRIED

hereby mortgage(s) to WAUWATOSA SAVINGS BANK, a Wisconsin Corporation, Mortgagee, real estate in MILWAUKEE County, Wisconsin described as follows (hereinafter the "Property"):

LOT 17, BLOCK 6, IN LINCOLN PARK HIGHLANDS NO. 2, BEING A SUBDIVISION OF A PART OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN. ALSO KNOWN AS: 5007 N 24th STREET, MILWAUKEE WI 53209. THIS IS NON-HOMESTEAD PROPERTY.

Including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or otherwise, and any other thing now or hereafter therein or thereon, including screens, window shades, storm doors and windows, floor coverings, screen doors, awnings, built-in stoves, and water heaters (all of which are fixtures and a part of said real estate whether physically attached thereto or not), together with the privileges, hereditaments, appurtenances and improvements now or hereafter belonging to or erected thereon, hereby releasing and waiving all rights under any homestead exemption laws and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein.

This mortgage is given to secure an indebtedness to the Mortgagee under a mortgage note in the amount of TWENTY-TWO THOUSAND SEVEN HUNDRED AND NO/100 Dollars (\$ 22700.00) of even date, executed by the Mortgagors, which note is made a part hereof (hereinafter the "Note") and such additional sums subsequently advanced in accordance with and pursuant to the Note and all other indebtedness of Mortgagors to Mortgagee agreed by Mortgagors to be secured hereby. It is the intent hereof to secure payment of the Note whether the entire amount has been advanced to Mortgagors at the date hereof or is advanced at a later date, or having been advanced, has been repaid in part and further advances made at a later date. Nothing herein contained shall be considered as limiting the amount that shall be secured hereby when advanced to protect the Property, or in accordance with covenants contained in this mortgage and the Note.

The Mortgagors hereby assign to the Mortgagee as additional cash collateral security all rents and profits derived from the property and all escrow funds paid to Mortgagee pursuant to the Note. The Mortgagors hereby appoint said Mortgagee agent for the management of the Property, and the Mortgagee shall at any time and without notice have the right to enter upon, take possession of and manage the Property, including the right to hire and pay a property manager, and to collect the rents of the property, including those past due, directly from the occupants and past occupants of the Property, and bring or defend any actions in connection with the property, which appointment and rights the Mortgagee may elect to accept and exercise in the event the Mortgagee, in its sole discretion, determines there has been a default or breach of covenant by the Mortgagors. The Mortgagee may elect from time to time not to enforce some or all of the provisions of this paragraph. The Mortgagee may provide a copy hereof to the occupants and past occupants of the Property, and such copy shall be sufficient notice and evidence of the Mortgagee's right to collect rents directly from said occupants. Mortgagee consents to the appointment of a receiver by a court, without notice and without bond, to take possession of the Property, with authority and power to rent and lease the Property; to manage and maintain the Property, including hiring a property manager; to collect all rents and profits; to terminate tenancies and evict occupants, or tenants in default; and to pay expenses incurred for maintenance, utilities, and taxes, and insurance; and with such other power and authority as granted by the Note and the court.

**16. WAIVER**

The Borrower waives notice of and consents to any and all extensions of this Note or any part thereof, without notice, and waives demand, presentment for payment, notice of non-payment and protest.

**17. SINGULAR INCLUDES PLURAL**

If more than one promisor has executed this Note the term of "Borrower" and the use of the singular number herein shall be read and construed accordingly, and, if only one promisor has executed this Note, the use of the plural number herein shall be read and construed accordingly.

**18. NOTE AND MORTGAGE ONE CONTRACT**

This Note is secured by the Mortgage to the Bank bearing even date herewith, and all of the terms and conditions of the Mortgage are hereby incorporated herein and made a part of this Note. If any clause or term herein is declared unconstitutional or in violation of Wisconsin Statutes or other applicable law, it shall not affect the validity of the remaining provisions of this Note.

Witness our hands and seals this day AUGUST 01, 2001.

  
\_\_\_\_\_  
TODD BRUNNER, MARRIED (SEAL)

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

**MORTGAGE**

DOCUMENT NUMBER

RETURN TO MORTGAGEE AT:

WAUWATOSA SAVINGS BANK  
7500 W. STATE ST.  
WAUWATOSA, WI 53213

PARCEL ID NUMBER

228-1120-3

8132755

REGISTER'S OFFICE | SS  
Milwaukee County, WI

RECORDED AT 2:16 PM

09-12-2001

WALTER R. BARCZAK  
REGISTER OF DEEDS

AMOUNT 13.00

REEL

5156

IMAGE

3342

LOAN NUMBER:

The undersigned Mortgagor(s):

TODD BRUNNER, MARRIED

hereby mortgage(s) to WAUWATOSA SAVINGS BANK, a Wisconsin Corporation, Mortgagee, real estate in MILWAUKEE County, Wisconsin described as follows (hereinafter the "Property"):

LOT 21, IN BLOCK 1, IN WILLIAM JOOST'S SUBDIVISION, BEING A PART OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 7 NORTH, RANGE 21 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN. ALSO KNOWN AS: 4542 N 44th STREET, MILWAUKEE WI 53218. THIS IS NON-HOMESTEAD PROPERTY.

including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or otherwise, and any other thing now or hereafter therein or thereon, including screens, window shades, storm doors and windows, floor coverings, screen doors, awnings, built-in stoves, and water heaters (all of which are fixtures and a part of said real estate whether physically attached thereto or not), together with the privileges, hereditaments, appurtenances and improvements now or hereafter belonging to or erected thereon, hereby releasing and waiving all rights under any homestead exemption laws and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein.

This mortgage is given to secure an indebtedness to the Mortgagee under a mortgage note in the amount of THIRTY-TWO THOUSAND AND NO/100 Dollars (\$ 32000.00) of even date, executed by the Mortgagors, which note is made a part hereof (hereinafter the "Note") and such additional sums subsequently advanced in accordance with and pursuant to the Note and all other indebtedness of Mortgagors to Mortgagee agreed by Mortgagors to be secured hereby. It is the intent hereof to secure payment of the Note whether the entire amount has been advanced to Mortgagors at the date hereof or is advanced at a later date, or having been advanced, has been repaid in part and further advances made at a later date. Nothing herein contained shall be considered as limiting the amount that shall be secured hereby when advanced to protect the Property, or in accordance with covenants contained in this mortgage and the Note.

The Mortgagors hereby assign to the Mortgagee as additional cash collateral security all rents and profits derived from the property and all escrow funds paid to Mortgagee pursuant to the Note. The Mortgagors hereby appoint said Mortgagee agent for the management of the Property, and the Mortgagee shall at any time and without notice have the right to enter upon, take possession of and manage the Property, including the right to hire and pay a property manager, and to collect the rents of the property, including those past due, directly from the occupants and past occupants of the Property, and bring or defend any actions in connection with the property, which appointment and rights the Mortgagee may elect to accept and exercise in the event the Mortgagee, in its sole discretion, determines there has been a default or breach of covenant by the Mortgagors. The Mortgagee may elect from time to time not to enforce some or all of the provisions of this paragraph. The Mortgagee may provide a copy hereof to the occupants and past occupants of the Property, and such copy shall be sufficient notice and evidence of the Mortgagee's right to collect rents directly from said occupants. Mortgagee consents to the appointment of a receiver by a court, without notice and without bond, to take possession of the Property, with authority and power to rent and lease the Property; to manage and maintain the Property, including hiring a

2

property manager, to collect all rents and profits; to terminate tenancies and evict occupants, or tenants in default; and to pay expenses incurred for maintenance, utilities, and taxes, and insurance; and with such other power and authority as granted by the Note and the court.

The Mortgagors agree that in the event of foreclosure, the Mortgagee may, at such time, waive judgment for any deficiency and proceed pursuant to the provisions of Sections 846.101 and 846.103(2) of the Wisconsin Statutes, as they may apply to the property.

In the event that the Property or any part thereof is sold, conveyed, transferred, encumbered, or leased for a term of more than one year, or in the event that either legal or equitable title vests in any persons other than the Mortgagor for any reason, the entire indebtedness pursuant to this mortgage and the Note shall become due and payable forthwith, at the option of the Mortgagee, without further notice.

If one person executes this mortgage, the term "Mortgagors" and the use of the plural number herein shall be read and construed accordingly.

IN WITNESS WHEREOF, the said Mortgagor(s) have executed and sealed this Instrument at Oak Creek, Wisconsin, on AUGUST 01, 2001.

[Signature] (SEAL) \_\_\_\_\_ (SEAL)  
TODD BRUNNER, MARRIED

STATE OF WISCONSIN  
MILWAUKEE County

Personally came before me on AUGUST 01, 2001, the above named:

TODD BRUNNER, MARRIED

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

This instrument was drafted by:

R. R. Perry for  
Wauwatosa Savings Bank

(Seal)

[Signature]  
SANDRA J KOLLENBROICH  
Notary Public, MILWAUKEE State of Wisconsin  
My Commission Expires JUN 20 2003

ALL  
C 135  
3343

**MORTGAGE NOTE**

(Non-owner Occupied) Short Term Note

FOR VALUE RECEIVED, the undersigned makers, the Promisors and/or Mortgagors, hereinafter called BORROWER (whether one or more), promises and agrees as follows:

**1. TERMS OF REPAYMENT AND ADDITIONAL ADVANCES**

To pay to the order of WAUWATOSA SAVINGS BANK, Promisee and Mortgagee, a Corporation hereinafter called BANK, its successors and assigns, at its offices in Wauwatosa, Wisconsin, or such other place as may be designated by the holder of this Mortgage Note (hereinafter the "Note"), the principal sum of THIRTY-EIGHT THOUSAND FIVE HUNDRED AND NO/100 Dollars, (\$38500.00), and such additional sums as may be subsequently advanced hereon to the Borrower by the Bank, together with interest thereon at the initial rate of 7.250 percent per annum, until the loan shall have been fully paid. Such principal and interest shall be due and payable in monthly installments of \$278.28, on the first day of each and every month, commencing JANUARY 01, 2002. The entire balance shall be fully due and payable on JANUARY 01, 2005 (the maturity date); unless Borrower fails to comply with all Borrower's obligations hereunder, in which event it shall become due prior thereto. It is intended that all provisions in this Note and the mortgage given as collateral security hereto (hereinafter the "Mortgage") comply with the provisions of Chapter 138 of the Wisconsin Statutes at the time of execution thereof, and to the extent not in compliance shall be superseded by the provisions of said statute. The principal sum, the interest thereon, and all other amounts payable by Borrower to Bank under this Note or under the Mortgage shall hereinafter be called the Note Debt.

**2. INTEREST ON UNPAID BALANCE**

Said interest shall be added to the total of the Note Debt as of the first day of each month at the annual rate of interest above provided, said interest calculation to be based upon the unpaid total of the Note Debt as of the close of business on the last day of each month.

**3. PREPAYMENT PROVISION**

The Bank may charge and Borrower shall pay 90 days interest of the contract rate in effect on the date of such prepayment, on the amount of any principal prepayments. A prepayment penalty shall not be assessed on account of a payment made within 30 days preceding the maturity date.

**4. ESCROW REQUIREMENTS**

Borrower shall pay to the Bank on the day monthly payments are due, until the Note Debt is paid in full, a sum equal to one-twelfth of the following escrow items: (a) yearly taxes and assessments on the property which is subject to the mortgage securing this Note (hereinafter the "Property"); (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums on the Property; and (d) yearly mortgage insurance premiums, if any. The Bank may require escrow payments in an amount estimated on the basis of current data and reasonably estimated future escrow requirements. Escrow funds shall be held by the Bank and the Bank shall apply them to pay the escrow items. If the escrow funds held by the Bank exceed the amount required to pay the escrow items when due, the excess may, at the Bank's option, be credited to Borrower on future escrow obligations. If the amount of the escrow held by the Bank is not sufficient to pay the escrow items when due, Borrower shall pay to Bank any amount necessary to make up the deficiency in one or more payments as required by the Bank. The Bank shall not pay interest on escrow funds unless required by law. Upon payment in full of all sums owed pursuant to this Note and the Mortgage the Bank shall refund to Borrower any escrow funds held by the Bank. The Bank may waive Borrower's obligations under this paragraph 4, provided that the Bank may revoke such waiver if the Bank determines that its security is diminished by failure of the borrower to comply with this paragraph.

**5. LATE CHARGE**

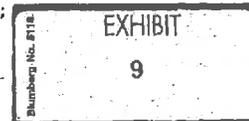
The Bank shall charge and Borrower shall pay a "late charge" not to exceed 5% of each monthly payment (including escrow payments) more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments. If not paid, this late charge shall be added to the Note Debt.

**6. OTHER CHARGES**

If borrower is a participant in the Bank's Auto-Payback Program ("Program") and Borrower terminates or fails to make payment of monthly payments to the Bank pursuant to the Program, the Bank shall charge and Borrower shall pay a processing fee not to exceed \$200.00. If not paid, this fee shall be added to the Note Debt.

**7. APPLICATION OF PAYMENTS**

Unless applicable law provides otherwise, all payments received by the Bank under paragraphs 1 and 4 shall be applied: first, to late charges due; second, to processing fees due; third, to prepayment charges due; fourth, to interest due;



fifth, to principal due; and last, to amounts payable under paragraph 4.

#### 8. TO REPAIR, MAINTAIN AND INSURE PREMISES, AND PAY TAXES

Borrower agrees to keep the building and other structures on the Property in good repair, free from liens and free from waste, refuse, pollutants, contaminants, or hazardous or toxic materials and to comply with local, state, and federal laws relating to condition of the Property and regulating waste, refuse, pollutants, contaminants, petroleum products, or hazardous or toxic materials; to pay all taxes, special and other assessments levied or assessed by virtue of any law and assessment now or hereafter in force upon or against said Property or against the Bank, upon this Note, the Note Debt, the Mortgage, or upon the Bank's interest in the Property arising by reason of the Mortgage; to pay all bills for repairs and any and all expenses incident to the ownership of the Property when due and payable, in order that no lien superior to that of the Bank may be created against the Property during the term of the Mortgage; to permit the Bank to inspect, test and monitor the Property at reasonable times and upon reasonable notice; and to exhibit upon demand, at the office of the Bank, all receipts for said taxes and assessments, and all bills; to keep buildings and improvements now existing or hereafter to be erected or placed on the Property constantly insured up to their full insurable value, in companies acceptable to the Bank, by policies of insurance providing fire loss coverage, extended coverage, and such other coverage as may be required by the Bank, including flood loss coverage; to deliver to the Bank the policies of insurance and their renewals when due in such form as the Bank may elect, which policies shall have attached thereto loss payable clauses in favor of and in form acceptable to the Bank. Each insurance company concerned is hereby authorized and directed to make payment for loss directly to the Bank; the insurance proceeds, or any part thereof, may be applied by the Bank at its option either to the reduction of the Note Debt or to the restoration or repair of the Property. In case of failure of the Borrower to satisfy Borrower's obligations under this paragraph 7, the Bank may take reasonable steps to preserve the value of the Property, may pay any tax or assessment, make and pay for repairs, procure the insurance, discharge any claim, lien or encumbrance, or purchase any tax certificate or title or claim against the Property, and all sums so paid shall be added to the principal portion of the Note Debt as of the first day of the then current month, and become a part of the Note Debt, with interest thereon at a rate of 1-1/2% per annum in excess of the contract rate. The Borrower shall repay upon demand any monies paid or disbursed by the Bank for any of said purposes, and the Bank shall have no duty to inquire as to the validity of any tax, assessment, tax title or other claim against the Property but the receipt of the proper officer, tax or assessment purchaser or release of claim shall be conclusive of the validity and the amount thereof.

#### 9. CONSENT REQUIRED TO TRANSFER

It is expressly understood and agreed that the Note Debt shall become due and payable forthwith, at the option of the Bank, if at any time during the term of this Note the Borrower shall sell, convey, transfer, or in any manner encumber the Property, or lease or rent for a period in excess of one year, or if either legal or equitable title shall vest in any person other than the Borrower in any manner and for any reason whatsoever, unless the consent in writing of the Bank, its successors or assigns, is first obtained. In the event of the approval by the Bank of any such transfer of title, the Bank shall make a service charge of 2% of the original principal balance due under this agreement which if not paid will be added to the principal portion of the Note Debt.

#### 10. CHANGE OF OWNERSHIP NOT TO RELEASE MORTGAGORS

In the event the ownership of the Property or any part thereof becomes vested in a person other than the Borrower, the Bank may, without notice to the Borrower, deal with such successor or successors in interest with reference to the Mortgage and the Note Debt in the same manner as with the Borrower, and may forbear to sue or may extend time for payment of the Note Debt without discharging or in any way affecting the liability of the Borrower for the Note Debt.

#### 11. OPTIONS OF BANK IN CASE OF DEFAULT

The happening of any one or more of the following events or conditions shall be a default hereunder, and upon the happening of any one or more of such events, or in case of default in any of the terms, conditions, or agreements of this Note or the Mortgage, the Bank may, at its option and without any notice or demand whatsoever, declare the entire Note Debt due and payable, and apply toward the payment of said Note Debt any indebtedness of the Bank to the Borrower, and thereafter proceed by action at law or to foreclose the Mortgage or both: (a) upon default by the Borrower in any payment provided in this Note or the Mortgage; (b) upon the making of a contract or agreement by the Borrower or suffering anything to be done whereby anyone may acquire the right to place a lien, mortgage, or other encumbrance against the Property; (c) in case of the actual or threatened alteration, addition to, demolition, or removal of any building on the Property without the prior written consent of the Bank; (d) in case of any act done or suffered to be done by the Borrower, whereby the security effected or intended to be effected by this Note and the Mortgage is weakened, diminished or impaired; (e) upon the default by said Borrower in the performance of any one or more of the covenants and agreements contained in this Note or the Mortgage; (f) if Borrower becomes insolvent or if a suit, action or proceeding shall be instituted by or against the Borrower to adjudicate Borrower as a bankrupt or insolvent, or seeking composition, reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or other present or future statute, law, rule or regulation; (g) if a suit, action or proceeding shall be instituted by virtue of a subordinate lien or claim against the Property; or if any order, judgment or decree is entered against Borrower by a court of any jurisdiction in any way whatsoever arising out of this Note or the Mortgage; or (h) in case of discovery by the Bank of a material misrepresentation in the application. The Borrower hereby assigns to the Bank as additional cash collateral security all rents and profits derived from the Property and all escrow funds paid to the Bank pursuant to this Note. The Borrower does hereby appoint said Bank agent for the management of the Property; and the Bank shall at any time and without notice have the right to enter upon, take possession of, and

manage the Property, including the right to hire and pay a property manager and to collect the rents of the Property, including those past due, directly from the occupants or past occupants of the Property, and bring or defend any action in connection with said premises, which appointment and rights the Bank may elect and exercise to accept in the event the Bank, in its sole discretion, determines there has been a default or breach of covenant by the Borrower. The failure on the part of the Bank to exercise any of its rights hereunder shall not be construed to prejudice its other rights or its right upon any other or subsequent default or breach of covenant. It shall not affect the liability of any maker included within the term Borrower if the Bank, with or without notice, accepts partial payments; releases, impairs or fails to realize upon collateral for the Note Debt; releases, agrees not to sue, or compromises a claim against any such maker; or renews or extends the term of this Note.

## 12. COSTS AND ATTORNEY'S FEES: INDEMNIFICATION

It is understood and agreed that said Borrower shall pay all costs and reasonable attorneys' fees as incurred or paid by the Bank in any suit, action or proceeding in which it may be a party, whether as a plaintiff or defendant or otherwise, by reason of being a party to this Note or the Mortgage, or incurred or paid by the Bank by reason of any dispute, issue, or claim arising out of this Note or the Mortgage, or the interest of the Bank in the Property. The Bank may, at its option, add said costs and fees to the principal portion of the Note Debt in the event of non-payment by the Borrower. Borrower shall indemnify the Bank and hold the Bank harmless from all loss, costs, expenses, claims, and liabilities, including litigation expenses and attorneys' fees, arising from hazardous or toxic materials on, in or about the Property or arising in any way from Borrower's use of the Property.

## 13. FORECLOSURE

Upon the filing of any complaint, or the filing of any action to foreclose the Mortgage in any court having jurisdiction, such court may, at any time and without notice to the Borrower or any party claiming under said Borrower, and without regard to the then value of the Property or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver to serve without bond, to take possession of the Property, with the authority and power to rent and lease the Property; to maintain the Property, to collect all rents and profits; and to pay expenses incurred for maintenance, utilities, and taxes during the pendency of such action until redemption or confirmation of sale. Monies received by said receiver shall be applied, in the discretion of the receiver, toward expenses incurred in administration, expenses incurred in management, costs of renting, maintenance, utilities and taxes; reasonable attorneys' fees, and the amount due the Bank. Upon foreclosure and sale of the Property, proceeds shall be applied as follows: (a) first, to expenses of advertising, selling and conveying the Property; to all moneys advanced for insurance, taxes and other liens or assessments and sums which have been expended in and about the preservation of the Property, and to all disbursements incurred by the Bank including but not limited to court costs, sheriff's and service fees, and costs of title expense, together with reasonable attorneys' fees; (b) second, to the principal portion of the Note Debt and the interest due up to the time of confirmation of such sale or payment, (c) third, the excess, if any, according to further order of the court. It shall not be the duty of the purchaser to see to the application of the purchase money. In case of payment of the Note Debt prior to the confirmation of sheriff's sale but after the filing of any complaint or any action to foreclose the Mortgage all costs and disbursements incurred, including but not limited to title costs, court costs, disbursements and expenses of such proceeding, and reasonable attorneys' fees shall be added to the Note Debt.

## 14. FORECLOSURE ELECTION

Notwithstanding anything to the contrary herein, the Borrower agrees that in the event of foreclosure, the Bank may, at such time, waive judgment for any deficiency and proceed pursuant to the provisions of Section 846.103(2) of the Wisconsin Statutes, as they may apply to the Property.

## 15. WARRANTIES AND REPRESENTATIONS

Borrower and the person signing on behalf of Borrower warrant that Borrower and the person signing on behalf of Borrower have authority and capacity to enter into this Note and the Mortgage; good right to sell, mortgage, or convey the Property; that the Property is free and clear from encumbrances, and Borrower warrants the title thereto against all persons whomsoever. Each person signing below on behalf of another warrants and represents that he or she has authority to act on the other's behalf, that his or her signature is sufficient to bind the other, and that he or she has disclosed to Bank the terms and extent of his or her authority. Borrower warrants and covenants that, to the best of Borrower's knowledge, there are no waste, refuse, pollutants, contaminants, toxic or hazardous materials on, in or about the property; and that, to the best of Borrower's knowledge, the Property and its past, existing, and future uses have not, do not, and will not violate any local, state or federal laws regulating environmental matters or petroleum products, waste, refuse, pollutants, hazardous materials, or toxic materials. The Bank may require Borrower to provide a rent roll, financial disclosures and financial statements at reasonable times and on reasonable notice. All such statements and disclosures shall be true and correct. Each maker included within the term Borrower has made an independent determination of the financial condition of all other makers, and the Bank has made no representations about the financial condition of any maker or about the collectability or enforceability of this Note.

**16. WAIVER**

The Borrower waives notice of and consents to any and all extensions of this Note or any part thereof, without notice, and waives demand, presentment for payment, notice of non-payment and protest.

**17. SINGULAR INCLUDES PLURAL**

If more than one promisor has executed this Note the term of "Borrower" and the use of the singular number herein shall be read and construed accordingly, and, if only one promisor has executed this Note, the use of the plural number herein shall be read and construed accordingly.

**18. NOTE AND MORTGAGE ONE CONTRACT**

This Note is secured by the Mortgage to the Bank bearing even date herewith, and all of the terms and conditions of the Mortgage are hereby incorporated herein and made a part of this Note. If any clause or term herein is declared unconstitutional or in violation of Wisconsin Statutes or other applicable law, it shall not affect the validity of the remaining provisions of this Note.

Witness our hands and seals this day DECEMBER 03, 2001.

  
\_\_\_\_\_  
TODD A BRUNNER, MARRIED (SEAL)

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

**MORTGAGE**

DOCUMENT NUMBER

RETURN TO MORTGAGEE AT:

WAUWATOSA SAVINGS BANK  
7500 W. STATE ST.  
WAUWATOSA, WI 53213

PARCEL ID NUMBER

139-9708-000-3

8267530

REGISTER'S OFFICE 1 SS  
Milwaukee County, WI

RECORDED AT 8:00 AM  
04-22-2002

WALTER R. BARCZAK  
REGISTER OF DEEDS

AMOUNT 13.00

REEL 5311

IMAGE 1585

The undersigned Mortgagor(s):

TODD A BRUNNER, MARRIED

hereby mortgage(s) to WAUWATOSA SAVINGS BANK, a Wisconsin Corporation, Mortgagee, real estate, in MILWAUKEE County, Wisconsin described as follows (hereinafter the "Property"):

PARCEL 1: THAT PART OF THE SOUTHWEST 1/4 OF SECTION 23, IN TOWNSHIP 8 NORTH, RANGE 21 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN. BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 195 FEET NORTH OF THE SOUTH LINE AND 330 FEET WEST OF THE SOUTHEAST CORNER OF SAID 1/4 SECTION; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 30 FEET TO A POINT; THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID 1/4 SECTION 120 FEET TO A POINT; THENCE SOUTH AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 30 FEET TO A POINT; THENCE EAST AND PARALLEL TO THE SOUTH LINE OF SAID 1/4 SECTION 120 FEET TO THE PLACE OF BEGINNING. \*\*PARCEL 2: THAT PART OF THE SOUTHWEST 1/4 OF SECTION 23, IN TOWNSHIP 8 NORTH, RANGE 21 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 330 FEET WEST OF THE SOUTHEAST CORNER OF SAID 1/4 SECTION AND 225 FEET NORTH OF THE SOUTH LINE OF SAID 1/4 SECTION; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION, 50 FEET TO A POINT; THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID 1/4 SECTION 150 FEET TO A POINT; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION, 50 FEET TO A POINT; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID 1/4 SECTION 150 FEET TO THE PLACE OF BEGINNING. ALSO KNOWN AS: 6427 N 52nd ST

PARCEL 2 NON-HOMESTEAD PROPERTY including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or otherwise, and any other thing now or hereafter therein or thereon, including screens, window shades, storm doors and windows, floor coverings, screen doors, awnings, built-in stoves, and water heaters (all of which are fixtures and a part of said real estate whether physically attached thereto or not), together with the privileges, hereditaments, appurtenances and improvements now or hereafter belonging to or erected thereon, hereby releasing and waiving all rights under any homestead exemption laws and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein.

This mortgage is given to secure an indebtedness to the Mortgagee under a mortgage note in the amount of THIRTY-EIGHT THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$ 38500.00) of even date, executed by the Mortgagors, which note is made a part hereof (hereinafter the "Note") and such additional sums subsequently advanced in accordance with and pursuant to the Note and all other indebtedness of Mortgagors to Mortgagee agreed by Mortgagors to be secured hereby. It is the intent hereof to secure payment of the Note whether the entire amount has been advanced to Mortgagors at the date hereof or is advanced at a later date, or having been advanced, has been repaid in part and further advances made at a later date. Nothing herein contained shall be considered as limiting the amount that shall be secured hereby when advanced to protect the Property, or in accordance with covenants contained in this mortgage and the Note.

The Mortgagors hereby assign to the Mortgagee as additional cash collateral security all rents and profits derived from the property and all escrow funds paid to Mortgagee pursuant to the Note. The Mortgagors hereby appoint said Mortgagee agent for the management of the Property, and the Mortgagee shall at any time and without notice have the right to enter upon, take possession of and manage the Property, including the right to hire and pay a property manager, and to collect the rents of the property, including those past due, directly from the occupants and past occupants of the Property, and bring or defend any actions in connection with the property, which appointment

and rights the Mortgagee may elect to accept and exercise in the event the Mortgagee, in its sole discretion, determines there has been a default or breach of covenant by the Mortgagors. The Mortgagee may elect from time to time not to enforce some or all of the provisions of this paragraph. The Mortgagee may provide a copy hereof to the occupants and past occupants of the Property, and such copy shall be sufficient notice and evidence of the Mortgagee's right to collect rents directly from said occupants. Mortgagee consents to the appointment of a receiver by a court, without notice and without bond, to take possession of the Property, with authority and power to rent and lease the Property; to manage and maintain the Property, including hiring a property manager; to collect all rents and profits; to terminate tenancies and evict occupants, or tenants in default; and to pay expenses incurred for maintenance, utilities, and taxes, and insurance; and with such other power and authority as granted by the Note and the court.

The Mortgagors agree that in the event of foreclosure, the Mortgagee may, at such time, waive judgment for any deficiency and proceed pursuant to the provisions of Sections 846.101 and 846.103(2) of the Wisconsin Statutes, as they may apply to the property.

In the event that the Property or any part thereof is sold, conveyed, transferred, encumbered, or leased for a term of more than one year, or in the event that either legal or equitable title vests in any persons other than the Mortgagor for any reason, the entire indebtedness pursuant to this mortgage and the Note shall become due and payable forthwith, at the option of the Mortgagee, without further notice.

If one person executes this mortgage, the term "Mortgagors" and the use of the plural number herein shall be read and construed accordingly.

IN WITNESS WHEREOF, the said Mortgagor(s) have executed and sealed this instrument at Oak Creek, Wisconsin, on DECEMBER 03, 2001.

\_\_\_\_\_  
 TODD A BRUNNER, MARRIED (SEAL) \_\_\_\_\_ (SEAL)

STATE OF WISCONSIN  
 MILWAUKEE County

Personally came before me on DECEMBER 03, 2001, the above named:

TODD A BRUNNER, MARRIED

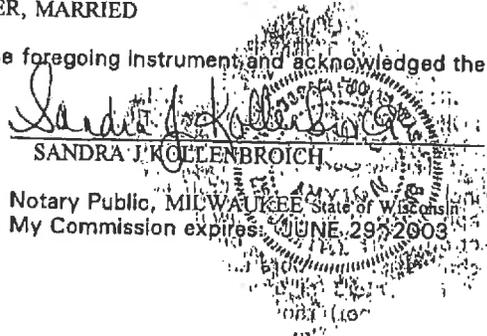
to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

This instrument was drafted by:

R. R. Perry for  
 Wauwatosa Savings Bank

(Seal)

Notary Public, MILWAUKEE State of Wisconsin  
 My Commission expires JUNE 29, 2003



REEL 5311  
 IMAGE 1586

**MORTGAGE NOTE**

(Non-owner Occupied) Short Term Note

FOR VALUE RECEIVED, the undersigned makers, the Promisors and/or Mortgagors, hereinafter called BORROWER (whether one or more), promises and agrees as follows:

**1. TERMS OF REPAYMENT AND ADDITIONAL ADVANCES**

To pay to the order of WAUWATOSA SAVINGS BANK, Promisee and Mortgagee, a Corporation hereinafter called BANK, its successors and assigns, at its offices in Wauwatosa, Wisconsin, or such other place as may be designated by the holder of this Mortgage Note (hereinafter the "Note"), the principal sum of TWENTY-ONE THOUSAND NINE HUNDRED AND NO/100 Dollars, (~~\$21900.00~~); and such additional sums as may be subsequently advanced hereon to the Borrower by the Bank, together with interest thereon at the initial rate of 7.250 percent per annum, until the loan shall have been fully paid. Such principal and interest shall be due and payable in monthly installments of \$158.29, on the first day of each and every month, commencing JANUARY 01, 2002. The entire balance shall be fully due and payable on JANUARY 01, 2005 (the maturity date), unless Borrower fails to comply with all Borrower's obligations hereunder, in which event it shall become due prior thereto. It is intended that all provisions in this Note and the mortgage given as collateral security hereto (hereinafter the "Mortgage") comply with the provisions of Chapter 138 of the Wisconsin Statutes at the time of execution thereof, and to the extent not in compliance shall be superseded by the provisions of said statute. The principal sum, the interest thereon, and all other amounts payable by Borrower to Bank under this Note or under the Mortgage shall hereinafter be called the Note Debt.

**2. INTEREST ON UNPAID BALANCE**

Said interest shall be added to the total of the Note Debt as of the first day of each month at the annual rate of interest above provided, said interest calculation to be based upon the unpaid total of the Note Debt as of the close of business on the last day of each month.

**3. PREPAYMENT PROVISION**

The Bank may charge and Borrower shall pay 90 days interest of the contract rate in effect on the date of such prepayment, on the amount of any principal prepayments. A prepayment penalty shall not be assessed on account of a payment made within 30 days preceding the maturity date.

**4. ESCROW REQUIREMENTS**

Borrower shall pay to the Bank on the day monthly payments are due, until the Note Debt is paid in full, a sum equal to one-twelfth of the following escrow items: (a) yearly taxes and assessments on the property which is subject to the mortgage securing this Note (hereinafter the "Property"); (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums on the Property; and (d) yearly mortgage insurance premiums, if any. The Bank may require escrow payments in an amount estimated on the basis of current data and reasonably estimated future escrow requirements. Escrow funds shall be held by the Bank and the Bank shall apply them to pay the escrow items. If the escrow funds held by the Bank exceed the amount required to pay the escrow items when due, the excess may, at the Bank's option, be credited to Borrower on future escrow obligations. If the amount of the escrow held by the Bank is not sufficient to pay the escrow items when due, Borrower shall pay to Bank any amount necessary to make up the deficiency in one or more payments as required by the Bank. The Bank shall not pay interest on escrow funds unless required by law. Upon payment in full of all sums owed pursuant to this Note and the Mortgage the Bank shall refund to Borrower any escrow funds held by the Bank. The Bank may waive Borrower's obligations under this paragraph 4, provided that the Bank may revoke such waiver if the Bank determines that its security is diminished by failure of the borrower to comply with this paragraph.

**5. LATE CHARGE**

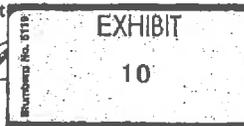
The Bank shall charge and Borrower shall pay a "late charge" not to exceed 5% of each monthly payment (including escrow payments) more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments. If not paid, this late charge shall be added to the Note Debt.

**6. OTHER CHARGES**

If borrower is a participant in the Bank's Auto-Payback Program ("Program") and Borrower terminates or fails to make payment of monthly payments to the Bank pursuant to the Program, the Bank shall charge and Borrower shall pay a processing fee not to exceed \$200.00. If not paid, this fee shall be added to the Note Debt.

**7. APPLICATION OF PAYMENTS**

Unless applicable law provides otherwise, all payments received by the Bank under paragraphs 1 and 4 shall be applied: first, to late charges due; second, to processing fees due; third, to prepayment charges due; fourth, to interest



fifth, to principal due; and last, to amounts payable under paragraph 4.

#### 8. TO REPAIR, MAINTAIN AND INSURE PREMISES, AND PAY TAXES

Borrower agrees to keep the building and other structures on the Property in good repair, free from liens and free from waste, refuse, pollutants, contaminants, or hazardous or toxic materials and to comply with local, state, and federal laws relating to condition of the Property and regulating waste, refuse, pollutants, contaminants, petroleum products, or hazardous or toxic materials; to pay all taxes, special and other assessments levied or assessed by virtue of any law and assessment now or hereafter in force upon or against said Property or against the Bank, upon this Note, the Note Debt, the Mortgage, or upon the Bank's interest in the Property arising by reason of the Mortgage; to pay all bills for repairs and any and all expenses incident to the ownership of the Property when due and payable, in order that no lien superior to that of the Bank may be created against the Property during the term of the Mortgage; to permit the Bank to inspect, test and monitor the Property at reasonable times and upon reasonable notice; and to exhibit upon demand, at the office of the Bank, all receipts for said taxes and assessments, and all bills; to keep buildings and improvements now existing or hereafter to be erected or placed on the Property constantly insured up to their full insurable value, in companies acceptable to the Bank, by policies of insurance providing fire loss coverage, extended coverage, and such other coverage as may be required by the Bank, including flood loss coverage; to deliver to the Bank the policies of insurance and their renewals when due in such form as the Bank may elect, which policies shall have attached thereto loss payable clauses in favor of, and in form acceptable to the Bank. Each insurance company concerned is hereby authorized and directed to make payment for loss directly to the Bank; the insurance proceeds, or any part thereof, may be applied by the Bank at its option either to the reduction of the Note Debt or to the restoration or repair of the Property. In case of failure of the Borrower to satisfy Borrower's obligations under this paragraph 7, the Bank may take reasonable steps to preserve the value of the Property, may pay any tax or assessment, make and pay for repairs, procure the insurance, discharge any claim, lien or encumbrance, or purchase any tax certificate or title or claim against the Property, and all sums so paid shall be added to the principal portion of the Note Debt as of the first day of the then current month, and become a part of the Note Debt, with interest thereon at a rate of 1-1/2% per annum in excess of the contract rate. The Borrower shall repay upon demand any monies paid or disbursed by the Bank for any of said purposes, and the Bank shall have no duty to inquire as to the validity of any tax, assessment, tax title or other claim against the Property but the receipt of the proper officer, tax or assessment purchaser or release of claim shall be conclusive of the validity and the amount thereof.

#### 9. CONSENT REQUIRED TO TRANSFER

It is expressly understood and agreed that the Note Debt shall become due and payable forthwith, at the option of the Bank, if at any time during the term of this Note the Borrower shall sell, convey, transfer, or in any manner encumber the Property, or lease or rent for a period in excess of one year, or if either legal or equitable title shall vest in any person other than the Borrower in any manner and for any reason whatsoever, unless the consent in writing of the Bank, its successors or assigns, is first obtained. In the event of the approval by the Bank of any such transfer of title, the Bank shall make a service charge of 2% of the original principal balance due under this agreement which if not paid will be added to the principal portion of the Note Debt.

#### 10. CHANGE OF OWNERSHIP NOT TO RELEASE MORTGAGORS

In the event the ownership of the Property or any part thereof becomes vested in a person other than the Borrower, the Bank may, without notice to the Borrower, deal with such successor or successors in interest with reference to the Mortgage and the Note Debt in the same manner as with the Borrower, and may forbear to sue or may extend time for payment of the Note Debt without discharging or in any way affecting the liability of the Borrower for the Note Debt.

#### 11. OPTIONS OF BANK IN CASE OF DEFAULT

The happening of any one or more of the following events or conditions shall be a default hereunder, and upon the happening of any one or more of such events, or in case of default in any of the terms, conditions, or agreements of this Note or the Mortgage, the Bank may, at its option and without any notice or demand whatsoever, declare the entire Note Debt due and payable, and apply toward the payment of said Note Debt any indebtedness of the Bank to the Borrower, and thereafter proceed by action at law or to foreclose the Mortgage or both: (a) upon default by the Borrower in any payment provided in this Note or the Mortgage; (b) upon the making of a contract or agreement by the Borrower or suffering anything to be done whereby anyone may acquire the right to place a lien, mortgage, or other encumbrance against the Property; (c) in case of the actual or threatened alteration, addition to, demolition, or removal of any building on the Property without the prior written consent of the Bank; (d) in case of any act done or suffered to be done by the Borrower, whereby the security affected or intended to be effected by this Note and the Mortgage is weakened, diminished or impaired; (e) upon the default by said Borrower in the performance of any one or more of the covenants and agreements contained in this Note or the Mortgage; (f) if Borrower becomes insolvent or if a suit, action or proceeding shall be instituted by or against the Borrower to adjudicate Borrower as a bankrupt or insolvent, or seeking composition, reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or other present or future statute, law, rule or regulation; (g) if a suit, action or proceeding shall be instituted by virtue of a subordinate lien or claim against the Property; or if any order, judgment or decree is entered against Borrower by a court of any jurisdiction in any way whatsoever arising out of this Note or the Mortgage; or (h) in case of discovery by the Bank of a material misrepresentation in the application. The Borrower hereby assigns to the Bank as additional cash collateral security all rents and profits derived from the Property and all escrow funds paid to the Bank pursuant to this Note. The Borrower does hereby appoint said Bank agent for the management of the Property; and the Bank shall at any time and without notice have the right to enter upon, take possession of, and

manage the Property, including the right to hire and pay a property manager and to collect the rents of the Property, including those past due, directly from the occupants or past occupants of the Property, and bring or defend any action in connection with said premises, which appointment and rights the Bank may elect and exercise to accept in the event the Bank, in its sole discretion, determines there has been a default or breach of covenant by the Borrower. The failure on the part of the Bank to exercise any of its rights hereunder shall not be construed to prejudice its other rights or its right upon any other or subsequent default or breach of covenant. It shall not affect the liability of any maker included within the term Borrower if the Bank, with or without notice, accepts partial payments; releases, impairs or fails to realize upon collateral for the Note Debt; releases, agrees not to sue, or compromises a claim against any such maker; or renews or extends the term of this Note.

## 12. COSTS AND ATTORNEY'S FEES: INDEMNIFICATION

It is understood and agreed that said Borrower shall pay all costs and reasonable attorneys' fees as incurred or paid by the Bank in any suit, action or proceeding in which it may be a party, whether as a plaintiff or defendant or otherwise, by reason of being a party to this Note or the Mortgage, or incurred or paid by the Bank by reason of any dispute, issue, or claim arising out of this Note or the Mortgage, or the interest of the Bank in the Property. The Bank may, at its option, add said costs and fees to the principal portion of the Note Debt in the event of non-payment by the Borrower. Borrower shall indemnify the Bank and hold the Bank harmless from all loss, costs, expenses, claims, and liabilities, including litigation expenses and attorneys' fees, arising from hazardous or toxic materials on, in or about the Property or arising in any way from Borrower's use of the Property.

## 13. FORECLOSURE

Upon the filing of any complaint, or the filing of any action to foreclose the Mortgage in any court having jurisdiction, such court may, at any time and without notice to the Borrower or any party claiming under said Borrower, and without regard to the then value of the Property or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver to serve without bond, to take possession of the Property, with the authority and power to rent and lease the Property; to maintain the Property, to collect all rents and profits; and to pay expenses incurred for maintenance, utilities, and taxes during the pendency of such action until redemption or confirmation of sale. Monies received by said receiver shall be applied, in the discretion of the receiver, toward expenses incurred in administration, expenses incurred in management, costs of renting, maintenance, utilities and taxes, reasonable attorneys' fees, and the amount due the Bank. Upon foreclosure and sale of the Property, proceeds shall be applied as follows: (a) first, to expenses of advertising, selling and conveying the Property; to all moneys advanced for insurance, taxes and other liens or assessments and sums which have been expended in and about the preservation of the Property, and to all disbursements incurred by the Bank including but not limited to court costs, sheriff's and service fees, and costs of title expense, together with reasonable attorneys' fees; (b) second, to the principal portion of the Note Debt and the interest due up to the time of confirmation of such sale or payment, (c) third, the excess, if any, according to further order of the court. It shall not be the duty of the purchaser to see to the application of the purchase money. In case of payment of the Note Debt prior to the confirmation of sheriff's sale but after the filing of any complaint or any action to foreclose the Mortgage all costs and disbursements incurred, including but not limited to title costs, court costs, disbursements and expenses of such proceeding, and reasonable attorneys' fees shall be added to the Note Debt.

## 14. FORECLOSURE ELECTION

Notwithstanding anything to the contrary herein, the Borrower agrees that in the event of foreclosure, the Bank may, at such time, waive judgment for any deficiency and proceed pursuant to the provisions of Section 846.103(2) of the Wisconsin Statutes, as they may apply to the Property.

## 15. WARRANTIES AND REPRESENTATIONS

Borrower and the person signing on behalf of Borrower warrant that Borrower and the person signing on behalf of Borrower have authority and capacity to enter into this Note and the Mortgage; good right to sell, mortgage, or convey the Property; that the Property is free and clear from encumbrances, and Borrower warrants the title thereto against all persons whomsoever. Each person signing below on behalf of another warrants and represents that he or she has authority to act on the other's behalf, that his or her signature is sufficient to bind the other, and that he or she has disclosed to Bank the terms and extent of his or her authority. Borrower warrants and covenants that, to the best of Borrower's knowledge, there are no waste, refuse, pollutants, contaminants, toxic or hazardous materials on, in or about the property; and that, to the best of Borrower's knowledge, the Property and its past, existing, and future uses have not, do not, and will not violate any local, state or federal laws regulating environmental matters or petroleum products, waste, refuse, pollutants, hazardous materials, or toxic materials. The Bank may require Borrower to provide a rent roll, financial disclosures and financial statements at reasonable times and on reasonable notice. All such statements and disclosures shall be true and correct. Each maker included within the term Borrower has made an independent determination of the financial condition of all other makers, and the Bank has made no representations about the financial condition of any maker or about the collectability or enforceability of this Note.

**16. WAIVER**

The Borrower waives notice of and consents to any and all extensions of this Note or any part thereof, without notice, and waives demand, presentment for payment, notice of non-payment and protest.

**17. SINGULAR INCLUDES PLURAL**

If more than one promisor has executed this Note the term of "Borrower" and the use of the singular number herein shall be read and construed accordingly, and, if only one promisor has executed this Note, the use of the plural number herein shall be read and construed accordingly.

**18. NOTE AND MORTGAGE ONE CONTRACT**

This Note is secured by the Mortgage to the Bank bearing even date herewith, and all of the terms and conditions of the Mortgage are hereby incorporated herein and made a part of this Note. If any clause or term herein is declared unconstitutional or in violation of Wisconsin Statutes or other applicable law, it shall not affect the validity of the remaining provisions of this Note.

Witness our hands and seals this day DECEMBER 03, 2001.

  
\_\_\_\_\_  
TODD A BRUNNER, MARRIED (SEAL)

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

**MORTGAGE**

DOCUMENT NUMBER

RETURN TO MORTGAGEE AT:

WAUWATOSA SAVINGS BANK  
7500 W. STATE ST.  
WAUWATOSA, WI 53213

PARCEL ID NUMBER

244-0314-3

8208923

REGISTER'S OFFICE | SS  
Milwaukee County, WI

RECORDED AT 2:21 PM

01-23-2002

WALTER R. BARCZAK  
REGISTER OF DEEDS

AMOUNT 13,00

REEL 5248

IMAGE 2749

The undersigned Mortgagor(s):

TODD A BRUNNER, MARRIED

hereby mortgage(s) to WAUWATOSA SAVINGS BANK, a Wisconsin Corporation, Mortgagee, real estate in MILWAUKEE County, Wisconsin described as follows (hereinafter the "Property"):

LOT 2, IN BLOCK 2 IN NORTH RIDGE, BEING A SUBDIVISION OF A PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN. ALSO KNOWN AS: 4331 N 19th STREET, MILWAUKEE WI 53209. THIS IS NON-HOMESTEAD PROPERTY.

including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or otherwise, and any other thing now or hereafter therein or thereon, including screens, window shades, storm doors and windows, floor coverings, screen doors, awnings, built-in stoves, and water heaters (all of which are fixtures and a part of said real estate whether physically attached thereto or not), together with the privileges, hereditaments, appurtenances and improvements now or hereafter belonging to or erected thereon, hereby releasing and waiving all rights under any homestead exemption laws and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein.

This mortgage is given to secure an indebtedness to the Mortgagee under a mortgage note in the amount of TWENTY-ONE THOUSAND NINE HUNDRED AND NO/100 Dollars (\$ 21900.00) of even date, executed by the Mortgagors, which note is made a part hereof (hereinafter the "Note") and such additional sums subsequently advanced in accordance with and pursuant to the Note and all other indebtedness of Mortgagors to Mortgagee agreed by Mortgagors to be secured hereby. It is the intent hereof to secure payment of the Note whether the entire amount has been advanced to Mortgagors at the date hereof or is advanced at a later date, or having been advanced, has been repaid in part and further advances made at a later date. Nothing herein contained shall be considered as limiting the amount that shall be secured hereby when advanced to protect the Property, or in accordance with covenants contained in this mortgage and the Note.

The Mortgagors hereby assign to the Mortgagee as additional cash collateral security all rents and profits derived from the property and all escrow funds paid to Mortgagee pursuant to the Note. The Mortgagors hereby appoint said Mortgagee agent for the management of the Property, and the Mortgagee shall at any time and without notice have the right to enter upon, take possession of and manage the Property, including the right to hire and pay a property manager, and to collect the rents of the property, including those past due, directly from the occupants and past occupants of the Property, and bring or defend any actions in connection with the property, which appointment and rights the Mortgagee may elect to accept and exercise in the event the Mortgagee, in its sole discretion, determines there has been a default or breach of covenant by the Mortgagors. The Mortgagee may elect from time to time not to enforce some or all of the provisions of this paragraph. The Mortgagee may provide a copy hereof to the occupants and past occupants of the Property, and such copy shall be sufficient notice and evidence of the Mortgagee's right to collect rents directly from said occupants. Mortgagee consents to the appointment of a receiver by a court, without notice and without bond, to take possession of the Property, with authority and power to rent and lease the Property; to manage and maintain the Property, including hiring a property manager; to collect all rents and profits; to terminate tenancies and evict occupants, or tenants in default; and to pay expenses incurred for maintenance, utilities, and taxes, and insurance; and with such other power and authority as granted by the Note and the court.

12

The Mortgagors agree that in the event of foreclosure, the Mortgagee may, at such time, waive judgment for any deficiency and proceed pursuant to the provisions of Sections 846.101 and 846.103(2) of the Wisconsin Statutes, as they may apply to the property.

In the event that the Property or any part thereof is sold, conveyed, transferred, encumbered, or leased for a term of more than one year, or in the event that either legal or equitable title vests in any persons other than the Mortgagor for any reason, the entire indebtedness pursuant to this mortgage and the Note shall become due and payable forthwith, at the option of the Mortgagee, without further notice.

If one person executes this mortgage, the term "Mortgagors" and the use of the plural number herein shall be read and construed accordingly.

IN WITNESS WHEREOF, the said Mortgagor(s) have executed and sealed this Instrument at Oak Creek, Wisconsin, on DECEMBER 03, 2001.

TODD A BRUNNER, MARRIED (SEAL) \_\_\_\_\_ (SEAL)

STATE OF WISCONSIN  
MILWAUKEE County

Personally came before me on DECEMBER 03, 2001, the above named:

TODD A BRUNNER, MARRIED

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

This instrument was drafted by:

R. R. Perry for  
Wauwatosa Savings Bank

(Seal)

Sandra J. Kollenbroich  
SANDRA J. KOLLENBROICH  
Notary Public, MILWAUKEE, State of Wisconsin  
My Commission expires JUNE 29, 2003

REEL 5248

IMAGE 2750

**MORTGAGE NOTE**  
(Non-owner Occupied) Short Term Note

FOR VALUE RECEIVED, the undersigned makers, the Promisors and/or Mortgagors, hereinafter called BORROWER (whether one or more), promises and agrees as follows:

**1. TERMS OF REPAYMENT AND ADDITIONAL ADVANCES**

To pay to the order of WAUWATOSA SAVINGS BANK, Promisee and Mortgagee, a Corporation hereinafter called BANK, its successors and assigns, at its offices in Wauwatosa, Wisconsin, or such other place as may be designated by the holder of this Mortgage Note (hereinafter the "Note"), the principal sum of TWENTY-TWO THOUSAND SEVEN HUNDRED AND NO/100 Dollars, (\$22700.00), and such additional sums as may be subsequently advanced hereon to the Borrower by the Bank, together with interest thereon at the initial rate of 7.250 percent per annum, until the loan shall have been fully paid. Such principal and interest shall be due and payable in monthly installments of \$164.08, on the first day of each and every month, commencing JANUARY 01, 2002. The entire balance shall be fully due and payable on JANUARY 01, 2005 (the maturity date), unless Borrower fails to comply with all Borrower's obligations hereunder, in which event it shall become due prior thereto. It is intended that all provisions in this Note and the mortgage given as collateral security hereto (hereinafter the "Mortgage") comply with the provisions of Chapter 138 of the Wisconsin Statutes at the time of execution thereof, and to the extent not in compliance shall be superseded by the provisions of said statute. The principal sum, the interest thereon, and all other amounts payable by Borrower to Bank under this Note or under the Mortgage shall hereinafter be called the Note Debt.

**2. INTEREST ON UNPAID BALANCE**

Said interest shall be added to the total of the Note Debt as of the first day of each month at the annual rate of interest above provided, said interest calculation to be based upon the unpaid total of the Note Debt as of the close of business on the last day of each month.

**3. PREPAYMENT PROVISION**

The Bank may charge and Borrower shall pay 90 days interest of the contract rate in effect on the date of such prepayment, on the amount of any principal prepayments. A prepayment penalty shall not be assessed on account of a payment made within 30 days preceding the maturity date.

**4. ESCROW REQUIREMENTS**

Borrower shall pay to the Bank on the day monthly payments are due, until the Note Debt is paid in full, a sum equal to one-twelfth of the following escrow items: (a) yearly taxes and assessments on the property which is subject to the mortgage securing this Note (hereinafter the "Property"); (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums on the Property; and (d) yearly mortgage insurance premiums, if any. The Bank may require escrow payments in an amount estimated on the basis of current data and reasonably estimated future escrow requirements. Escrow funds shall be held by the Bank and the Bank shall apply them to pay the escrow items. If the escrow funds held by the Bank exceed the amount required to pay the escrow items when due, the excess may, at the Bank's option, be credited to Borrower on future escrow obligations. If the amount of the escrow held by the Bank is not sufficient to pay the escrow items when due, Borrower shall pay to Bank any amount necessary to make up the deficiency in one or more payments as required by the Bank. The Bank shall not pay interest on escrow funds unless required by law. Upon payment in full of all sums owed pursuant to this Note and the Mortgage the Bank shall refund to Borrower any escrow funds held by the Bank. The Bank may waive Borrower's obligations under this paragraph 4, provided that the Bank may revoke such waiver if the Bank determines that its security is diminished by failure of the borrower to comply with this paragraph.

**5. LATE CHARGE**

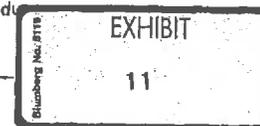
The Bank shall charge and Borrower shall pay a "late charge" not to exceed 5% of each monthly payment (including escrow payments) more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments. If not paid, this late charge shall be added to the Note Debt.

**6. OTHER CHARGES**

If borrower is a participant in the Bank's Auto-Payback Program ("Program") and Borrower terminates or fails to make payment of monthly payments to the Bank pursuant to the Program, the Bank shall charge and Borrower shall pay a processing fee not to exceed \$200.00. If not paid, this fee shall be added to the Note Debt.

**7. APPLICATION OF PAYMENTS**

Unless applicable law provides otherwise, all payments received by the Bank under paragraphs 1 and 4 shall be applied: first, to late charges due; second, to processing fees due; third, to prepayment charges due; fourth, to interest due;



fifth, to principal due; and last, to amounts payable under paragraph 4.

#### 8. TO REPAIR, MAINTAIN AND INSURE PREMISES, AND PAY TAXES

Borrower agrees to keep the building and other structures on the Property in good repair, free from liens and free from waste, refuse, pollutants, contaminants, or hazardous or toxic materials and to comply with local, state, and federal laws relating to condition of the Property and regulating waste, refuse, pollutants, contaminants, petroleum products, or hazardous or toxic materials; to pay all taxes, special and other assessments levied or assessed by virtue of any law and assessment now or hereafter in force upon or against said Property or against the Bank, upon this Note, the Note Debt, the Mortgage, or upon the Bank's interest in the Property arising by reason of the Mortgage; to pay all bills for repairs and any and all expenses incident to the ownership of the Property when due and payable, in order that no lien superior to that of the Bank may be created against the Property during the term of the Mortgage; to permit the Bank to inspect, test and monitor the Property at reasonable times and upon reasonable notice; and to exhibit upon demand, at the office of the Bank, all receipts for said taxes and assessments, and all bills; to keep buildings and improvements now existing or hereafter to be erected or placed on the Property constantly insured up to their full insurable value, in companies acceptable to the Bank, by policies of insurance providing fire loss coverage, extended coverage, and such other coverage as may be required by the Bank, including flood loss coverage; to deliver to the Bank the policies of insurance and their renewals when due in such form as the Bank may elect, which policies shall have attached thereto loss payable clauses in favor of and in form acceptable to the Bank. Each insurance company concerned is hereby authorized and directed to make payment for loss directly to the Bank; the insurance proceeds, or any part thereof, may be applied by the Bank at its option either to the reduction of the Note Debt or to the restoration or repair of the Property. In case of failure of the Borrower to satisfy Borrower's obligations under this paragraph 7, the Bank may take reasonable steps to preserve the value of the Property, may pay any tax or assessment, make and pay for repairs, procure the insurance, discharge any claim, lien or encumbrance, or purchase any tax certificate or title or claim against the Property, and all sums so paid shall be added to the principal portion of the Note Debt as of the first day of the then current month, and become a part of the Note Debt, with interest thereon at a rate of 1-1/2% per annum in excess of the contract rate. The Borrower shall repay upon demand any monies paid or disbursed by the Bank for any of said purposes, and the Bank shall have no duty to inquire as to the validity of any tax, assessment, tax title or other claim against the Property but the receipt of the proper officer, tax or assessment purchaser or release of claim shall be conclusive of the validity and the amount thereof.

#### 9. CONSENT REQUIRED TO TRANSFER

It is expressly understood and agreed that the Note Debt shall become due and payable forthwith, at the option of the Bank, if at any time during the term of this Note the Borrower shall sell, convey, transfer, or in any manner encumber the Property, or lease or rent for a period in excess of one year, or if either legal or equitable title shall vest in any person other than the Borrower in any manner and for any reason whatsoever, unless the consent in writing of the Bank, its successors or assigns, is first obtained. In the event of the approval by the Bank of any such transfer of title, the Bank shall make a service charge of 2% of the original principal balance due under this agreement which if not paid will be added to the principal portion of the Note Debt.

#### 10. CHANGE OF OWNERSHIP NOT TO RELEASE MORTGAGORS

In the event the ownership of the Property or any part thereof becomes vested in a person other than the Borrower, the Bank may, without notice to the Borrower, deal with such successor or successors in interest with reference to the Mortgage and the Note Debt in the same manner as with the Borrower, and may forbear to sue or may extend time for payment of the Note Debt without discharging or in any way affecting the liability of the Borrower for the Note Debt.

#### 11. OPTIONS OF BANK IN CASE OF DEFAULT

The happening of any one or more of the following events or conditions shall be a default hereunder, and upon the happening of any one or more of such events, or in case of default in any of the terms, conditions, or agreements of this Note or the Mortgage, the Bank may, at its option and without any notice or demand whatsoever, declare the entire Note Debt due and payable, and apply toward the payment of said Note Debt any indebtedness of the Bank to the Borrower, and thereafter proceed by action at law or to foreclose the Mortgage or both: (a) upon default by the Borrower in any payment provided in this Note or the Mortgage; (b) upon the making of a contract or agreement by the Borrower or suffering anything to be done whereby anyone may acquire the right to place a lien, mortgage, or other encumbrance against the Property; (c) in case of the actual or threatened alteration, addition to, demolition, or removal of any building on the Property without the prior written consent of the Bank; (d) in case of any act done or suffered to be done by the Borrower, whereby the security effected or intended to be effected by this Note and the Mortgage is weakened, diminished or impaired; (e) upon the default by said Borrower in the performance of any one or more of the covenants and agreements contained in this Note or the Mortgage; (f) if Borrower becomes insolvent or if a suit, action or proceeding shall be instituted by or against the Borrower to adjudicate Borrower as a bankrupt or insolvent, or seeking composition, reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or other present or future statute, law, rule or regulation; (g) if a suit, action or proceeding shall be instituted by virtue of a subordinate lien or claim against the Property; or if any order, judgment or decree is entered against Borrower by a court of any jurisdiction in any way whatsoever arising out of this Note or the Mortgage; or (h) in case of discovery by the Bank of a material misrepresentation in the application. The Borrower hereby assigns to the Bank as additional cash collateral security all rents and profits derived from the Property and all escrow funds paid to the Bank pursuant to this Note. The Borrower does hereby appoint said Bank agent for the management of the Property; and the Bank shall at any time and without notice have the right to enter upon, take possession of, and

manage the Property, including the right to hire and pay a property manager and to collect the rents of the Property, including those past due, directly from the occupants or past occupants of the Property, and bring or defend any action in connection with said premises, which appointment and rights the Bank may elect and exercise to accept in the event the Bank, in its sole discretion, determines there has been a default or breach of covenant by the Borrower. The failure on the part of the Bank to exercise any of its rights hereunder shall not be construed to prejudice its other rights or its right upon any other or subsequent default or breach of covenant. It shall not affect the liability of any maker included within the term Borrower if the Bank, with or without notice, accepts partial payments; releases, impairs or fails to realize upon collateral for the Note Debt; releases, agrees not to sue, or compromises a claim against any such maker; or renews or extends the term of this Note.

## 12. COSTS AND ATTORNEY'S FEES: INDEMNIFICATION

It is understood and agreed that said Borrower shall pay all costs and reasonable attorneys' fees as incurred or paid by the Bank in any suit, action or proceeding in which it may be a party, whether as a plaintiff or defendant or otherwise, by reason of being a party to this Note or the Mortgage, or incurred or paid by the Bank by reason of any dispute, issue, or claim arising out of this Note or the Mortgage, or the interest of the Bank in the Property. The Bank may, at its option, add said costs and fees to the principal portion of the Note Debt in the event of non-payment by the Borrower. Borrower shall indemnify the Bank and hold the Bank harmless from all loss, costs, expenses, claims, and liabilities, including litigation expenses and attorneys' fees, arising from hazardous or toxic materials on, in or about the Property or arising in any way from Borrower's use of the Property.

## 13. FORECLOSURE

Upon the filing of any complaint, or the filing of any action to foreclose the Mortgage in any court having jurisdiction, such court may, at any time and without notice to the Borrower or any party claiming under said Borrower, and without regard to the then value of the Property or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver to serve without bond, to take possession of the Property, with the authority and power to rent and lease the Property; to maintain the Property, to collect all rents and profits; and to pay expenses incurred for maintenance, utilities, and taxes during the pendency of such action until redemption or confirmation of sale. Monies received by said receiver shall be applied, in the discretion of the receiver, toward expenses incurred in administration, expenses incurred in management, costs of renting, maintenance, utilities and taxes, reasonable attorneys' fees, and the amount due the Bank. Upon foreclosure and sale of the Property, proceeds shall be applied as follows: (a) first, to expenses of advertising, selling and conveying the Property; to all moneys advanced for insurance, taxes and other liens or assessments and sums which have been expended in and about the preservation of the Property, and to all disbursements incurred by the Bank including but not limited to court costs, sheriff's and service fees, and costs of title expense, together with reasonable attorneys' fees; (b) second, to the principal portion of the Note Debt and the interest due up to the time of confirmation of such sale or payment, (c) third, the excess, if any, according to further order of the court. It shall not be the duty of the purchaser to see to the application of the purchase money. In case of payment of the Note Debt prior to the confirmation of sheriff's sale but after the filing of any complaint or any action to foreclose the Mortgage all costs and disbursements incurred, including but not limited to title costs, court costs, disbursements and expenses of such proceeding, and reasonable attorneys' fees shall be added to the Note Debt.

## 14. FORECLOSURE ELECTION

Notwithstanding anything to the contrary herein, the Borrower agrees that in the event of foreclosure, the Bank may, at such time, waive judgment for any deficiency and proceed pursuant to the provisions of Section 846.103(2) of the Wisconsin Statutes, as they may apply to the Property.

## 15. WARRANTIES AND REPRESENTATIONS

Borrower and the person signing on behalf of Borrower warrant that Borrower and the person signing on behalf of Borrower have authority and capacity to enter into this Note and the Mortgage; good right to sell, mortgage, or convey the Property; that the Property is free and clear from encumbrances, and Borrower warrants the title thereto against all persons whomsoever. Each person signing below on behalf of another warrants and represents that he or she has authority to act on the other's behalf, that his or her signature is sufficient to bind the other, and that he or she has disclosed to Bank the terms and extent of his or her authority. Borrower warrants and covenants that, to the best of Borrower's knowledge, there are no waste, refuse, pollutants, contaminants, toxic or hazardous materials on, in or about the property; and that, to the best of Borrower's knowledge, the Property and its past, existing, and future uses have not, do not, and will not violate any local, state or federal laws regulating environmental matters or petroleum products, waste, refuse, pollutants, hazardous materials, or toxic materials. The Bank may require Borrower to provide a rent roll, financial disclosures and financial statements at reasonable times and on reasonable notice. All such statements and disclosures shall be true and correct. Each maker included within the term Borrower has made an independent determination of the financial condition of all other makers, and the Bank has made no representations about the financial condition of any maker or about the collectability or enforceability of this Note.

**16. WAIVER**

The Borrower waives notice of and consents to any and all extensions of this Note or any part thereof, without notice, and waives demand, presentment for payment, notice of non-payment and protest.

**17. SINGULAR INCLUDES PLURAL**

If more than one promisor has executed this Note the term of "Borrower" and the use of the singular number herein shall be read and construed accordingly, and, if only one promisor has executed this Note, the use of the plural number herein shall be read and construed accordingly.

**18. NOTE AND MORTGAGE ONE CONTRACT**

This Note is secured by the Mortgage to the Bank bearing even date herewith, and all of the terms and conditions of the Mortgage are hereby incorporated herein and made a part of this Note. If any clause or term herein is declared unconstitutional or in violation of Wisconsin Statutes or other applicable law, it shall not affect the validity of the remaining provisions of this Note.

Witness our hands and seals this day DECEMBER 03, 2001.

  
\_\_\_\_\_  
TODD A BRUNNER, MARRIED (SEAL)

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

**MORTGAGE**

DOCUMENT NUMBER

RETURN TO MORTGAGEE AT:

WAUWATOSA SAVINGS BANK  
7500 W. STATE ST.  
WAUWATOSA, WI 53213

PARCEL ID NUMBER

206-0833-4

8208920

REGISTER'S OFFICE 1 SS  
Milwaukee County, WI

RECORDED AT 2:21 PM

01-23-2002

WALTER R. BARCZAK  
REGISTER OF DEEDS

AMOUNT 13.00

REEL 5248

IMAGE 2744

The undersigned Mortgagor(s):

TODD A BRUNNER, MARRIED

hereby mortgage(s) to WAUWATOSA SAVINGS BANK, a Wisconsin Corporation, Mortgagee, real estate in MILWAUKEE County, Wisconsin described as follows (hereinafter the "Property"):

LOT 17, BLOCK 6, IN LINCOLN PARK HIGHLANDS NO. 2, BEING A SUBDIVISION OF A PART OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN. ALSO KNOWN AS: 5007 N 24th STREET, MILWAUKEE WI 53209. THIS IS NON-HOMESTEAD PROPERTY.

Including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or otherwise, and any other thing now or hereafter therein or thereon, including screens, window shades, storm doors and windows, floor coverings, screen doors, awnings, built-in stoves, and water heaters (all of which are fixtures and a part of said real estate whether physically attached thereto or not), together with the privileges, hereditaments, appurtenances and improvements now or hereafter belonging to or erected thereon, hereby releasing and waiving all rights under any homestead exemption laws and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein.

This mortgage is given to secure an indebtedness to the Mortgagee under a mortgage note in the amount of TWENTY-TWO THOUSAND SEVEN HUNDRED AND NO/100 Dollars (\$ 22700.00) of even date, executed by the Mortgagors, which note is made a part hereof (hereinafter the "Note") and such additional sums subsequently advanced in accordance with and pursuant to the Note and all other indebtedness of Mortgagors to Mortgagee agreed by Mortgagors to be secured hereby. It is the intent hereof to secure payment of the Note whether the entire amount has been advanced to Mortgagors at the date hereof or is advanced at a later date, or having been advanced, has been repaid in part and further advances made at a later date. Nothing herein contained shall be considered as limiting the amount that shall be secured hereby when advanced to protect the Property, or in accordance with covenants contained in this mortgage and the Note.

The Mortgagors hereby assign to the Mortgagee as additional cash collateral security all rents and profits derived from the property and all escrow funds paid to Mortgagee pursuant to the Note. The Mortgagors hereby appoint said Mortgagee agent for the management of the Property, and the Mortgagee shall at any time and without notice have the right to enter upon, take possession of and manage the Property, including the right to hire and pay a property manager, and to collect the rents of the property, including those past due, directly from the occupants and past occupants of the Property, and bring or defend any actions in connection with the property, which appointment and rights the Mortgagee may elect to accept and exercise in the event the Mortgagee, in its sole discretion, determines there has been a default or breach of covenant by the Mortgagors. The Mortgagee may elect from time to time not to enforce some or all of the provisions of this paragraph. The Mortgagee may provide a copy hereof to the occupants and past occupants of the Property, and such copy shall be sufficient notice and evidence of the Mortgagee's right to collect rents directly from said occupants. Mortgagee consents to the appointment of a receiver by a court, without notice and without bond, to take possession of the Property, with authority and power to rent and lease the Property; to manage and maintain the Property, including hiring a property manager; to collect all rents and profits; to terminate tenancies and evict occupants, or tenants in default; and to pay expenses incurred for maintenance, utilities, and taxes, and insurance; and with such other power and authority as granted by the Note and the court.

The Mortgagors agree that in the event of foreclosure, the Mortgagee may, at such time, waive judgment for any deficiency and proceed pursuant to the provisions of Sections 846.101 and 846.103(2) of the Wisconsin Statutes, as they may apply to the property.

In the event that the Property or any part thereof is sold, conveyed, transferred, encumbered, or leased for a term of more than one year, or in the event that either legal or equitable title vests in any persons other than the Mortgagor for any reason, the entire indebtedness pursuant to this mortgage and the Note shall become due and payable forthwith, at the option of the Mortgagee, without further notice.

If one person executes this mortgage, the term "Mortgagors" and the use of the plural number herein shall be read and construed accordingly.

IN WITNESS WHEREOF, the said Mortgagor(s) have executed and sealed this Instrument at Oak Creek, Wisconsin, on DECEMBER 03, 2001.

\_\_\_\_\_  
TODD A BRUNNER, MARRIED (SEAL) \_\_\_\_\_ (SEAL)

STATE OF WISCONSIN  
MILWAUKEE County

Personally came before me on DECEMBER 03, 2001, the above named:

TODD A BRUNNER, MARRIED

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

This instrument was drafted by:

*Sandra J. Koltenbroich*  
SANDRA J. KOLLENBROICH  
Notary Public, MILWAUKEE State of Wisconsin  
My Commission expires JUNE 23, 2003

R. R. Perry for (Seal)  
Wauwatosa Savings Bank

REEL 5248  
IMAGE 2745

**MORTGAGE NOTE**

(Non-owner Occupied) Short Term Note

FOR VALUE RECEIVED, the undersigned makers, the Promisors and/or Mortgages, hereinafter called BORROWER (whether one or more), promises and agrees as follows:

**1. TERMS OF REPAYMENT AND ADDITIONAL ADVANCES**

To pay to the order of WAUWATOSA SAVINGS BANK, Promisee and Mortgagee, a Corporation hereinafter called BANK, its successors and assigns, at its offices in Wauwatosa, Wisconsin, or such other place as may be designated by the holder of this Mortgage Note (hereinafter the "Note"), the principal sum of TWENTY-EIGHT THOUSAND ONE HUNDRED AND NO/100 Dollars, (\$28100.00), and such additional sums as may be subsequently advanced hereon to the Borrower by the Bank, together with interest thereon at the initial rate of 7.250 percent per annum, until the loan shall have been fully paid. Such principal and interest shall be due and payable in monthly installments of \$203.11, on the first day of each and every month, commencing JANUARY 01, 2002. The entire balance shall be fully due and payable on JANUARY 01, 2005 (the maturity date), unless Borrower fails to comply with all Borrower's obligations hereunder, in which event it shall become due prior thereto. It is intended that all provisions in this Note and the mortgage given as collateral security hereto (hereinafter the "Mortgage") comply with the provisions of Chapter 138 of the Wisconsin Statutes at the time of execution thereof, and to the extent not in compliance shall be superseded by the provisions of said statute. The principal sum, the interest thereon, and all other amounts payable by Borrower to Bank under this Note or under the Mortgage shall hereinafter be called the Note Debt.

**2. INTEREST ON UNPAID BALANCE**

Said interest shall be added to the total of the Note Debt as of the first day of each month at the annual rate of interest above provided, said interest calculation to be based upon the unpaid total of the Note Debt as of the close of business on the last day of each month.

**3. PREPAYMENT PROVISION**

The Bank may charge and Borrower shall pay 90 days interest of the contract rate in effect on the date of such prepayment; on the amount of any principal prepayments. A prepayment penalty shall not be assessed on account of a payment made within 30 days preceding the maturity date.

**4. ESCROW REQUIREMENTS**

Borrower shall pay to the Bank on the day monthly payments are due, until the Note Debt is paid in full, a sum equal to one-twelfth of the following escrow items: (a) yearly taxes and assessments on the property which is subject to the mortgage securing this Note (hereinafter the "Property"); (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums on the Property; and (d) yearly mortgage insurance premiums, if any. The Bank may require escrow payments in an amount estimated on the basis of current data and reasonably estimated future escrow requirements. Escrow funds shall be held by the Bank and the Bank shall apply them to pay the escrow items. If the escrow funds held by the Bank exceed the amount required to pay the escrow items when due, the excess may, at the Bank's option, be credited to Borrower on future escrow obligations. If the amount of the escrow held by the Bank is not sufficient to pay the escrow items when due, Borrower shall pay to Bank any amount necessary to make up the deficiency in one or more payments as required by the Bank. The Bank shall not pay interest on escrow funds unless required by law. Upon payment in full of all sums owed pursuant to this Note and the Mortgage the Bank shall refund to Borrower any escrow funds held by the Bank. The Bank may waive Borrower's obligations under this paragraph 4, provided that the Bank may revoke such waiver if the Bank determines that its security is diminished by failure of the borrower to comply with this paragraph.

**5. LATE CHARGE**

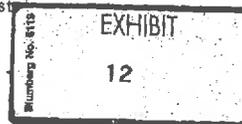
The Bank shall charge and Borrower shall pay a "late charge" not to exceed 5% of each monthly payment (including escrow payments) more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments. If not paid, this late charge shall be added to the Note Debt.

**6. OTHER CHARGES**

If borrower is a participant in the Bank's Auto-Payback Program ("Program") and Borrower terminates or fails to make payment of monthly payments to the Bank pursuant to the Program, the Bank shall charge and Borrower shall pay a processing fee not to exceed \$200.00. If not paid, this fee shall be added to the Note Debt.

**7. APPLICATION OF PAYMENTS**

Unless applicable law provides otherwise, all payments received by the Bank under paragraphs 1 and 4 shall be applied: first, to late charges due; second, to processing fees due; third, to prepayment charges due; fourth, to interest



fifth, to principal due; and last, to amounts payable under paragraph 4.

#### 8. TO REPAIR, MAINTAIN AND INSURE PREMISES, AND PAY TAXES

Borrower agrees to keep the building and other structures on the Property in good repair, free from liens and free from waste, refuse, pollutants, contaminants, or hazardous or toxic materials and to comply with local, state, and federal laws relating to condition of the Property and regulating waste, refuse, pollutants, contaminants, petroleum products, or hazardous or toxic materials; to pay all taxes, special and other assessments levied or assessed by virtue of any law and assessment now or hereafter in force upon or against said Property or against the Bank, upon this Note, the Note Debt, the Mortgage, or upon the Bank's interest in the Property arising by reason of the Mortgage; to pay all bills for repairs and any and all expenses incident to the ownership of the Property when due and payable, in order that no lien superior to that of the Bank may be created against the Property during the term of the Mortgage; to permit the Bank to inspect, test and monitor the Property at reasonable times and upon reasonable notice; and to exhibit upon demand, at the office of the Bank, all receipts for said taxes and assessments, and all bills; to keep buildings and improvements now existing or hereafter to be erected or placed on the Property constantly insured up to their full insurable value, in companies acceptable to the Bank, by policies of insurance providing fire loss coverage, extended coverage, and such other coverage as may be required by the Bank, including flood loss coverage; to deliver to the Bank the policies of insurance and their renewals when due in such form as the Bank may elect, which policies shall have attached thereto loss payable clauses in favor of and in form acceptable to the Bank. Each insurance company concerned is hereby authorized and directed to make payment for loss directly to the Bank; the insurance proceeds, or any part thereof, may be applied by the Bank at its option either to the reduction of the Note Debt or to the restoration or repair of the Property. In case of failure of the Borrower to satisfy Borrower's obligations under this paragraph 7, the Bank may take reasonable steps to preserve the value of the Property, may pay any tax or assessment, make and pay for repairs, procure the insurance, discharge any claim, lien or encumbrance, or purchase any tax certificate or title or claim against the Property, and all sums so paid shall be added to the principal portion of the Note Debt as of the first day of the then current month, and become a part of the Note Debt, with interest thereon at a rate of 1-1/2% per annum in excess of the contract rate. The Borrower shall repay upon demand any monies paid or disbursed by the Bank for any of said purposes, and the Bank shall have no duty to inquire as to the validity of any tax, assessment, tax title or other claim against the Property but the receipt of the proper officer, tax or assessment purchaser or release of claim shall be conclusive of the validity and the amount thereof.

#### 9. CONSENT REQUIRED TO TRANSFER

It is expressly understood and agreed that the Note Debt shall become due and payable forthwith, at the option of the Bank, if at any time during the term of this Note the Borrower shall sell, convey, transfer, or in any manner encumber the Property, or lease or rent for a period in excess of one year, or if either legal or equitable title shall vest in any person other than the Borrower in any manner and for any reason whatsoever, unless the consent in writing of the Bank, its successors or assigns, is first obtained. In the event of the approval by the Bank of any such transfer of title, the Bank shall make a service charge of 2% of the original principal balance due under this agreement which if not paid will be added to the principal portion of the Note Debt.

#### 10. CHANGE OF OWNERSHIP NOT TO RELEASE MORTGAGORS

In the event the ownership of the Property or any part thereof becomes vested in a person other than the Borrower, the Bank may, without notice to the Borrower, deal with such successor or successors in interest with reference to the Mortgage and the Note Debt in the same manner as with the Borrower, and may forbear to sue or may extend time for payment of the Note Debt without discharging or in any way affecting the liability of the Borrower for the Note Debt.

#### 11. OPTIONS OF BANK IN CASE OF DEFAULT

The happening of any one or more of the following events or conditions shall be a default hereunder, and upon the happening of any one or more of such events, or in case of default in any of the terms, conditions, or agreements of this Note or the Mortgage, the Bank may, at its option and without any notice or demand whatsoever, declare the entire Note Debt due and payable, and apply toward the payment of said Note Debt any indebtedness of the Bank to the Borrower, and thereafter proceed by action at law or to foreclose the Mortgage or both: (a) upon default by the Borrower in any payment provided in this Note or the Mortgage; (b) upon the making of a contract or agreement by the Borrower or suffering anything to be done whereby anyone may acquire the right to place a lien, mortgage, or other encumbrance against the Property; (c) in case of the actual or threatened alteration, addition to, demolition, or removal of any building on the Property without the prior written consent of the Bank; (d) in case of any act done or suffered to be done by the Borrower, whereby the security effected or intended to be effected by this Note and the Mortgage is weakened, diminished or impaired; (e) upon the default by said Borrower in the performance of any one or more of the covenants and agreements contained in this Note or the Mortgage; (f) if Borrower becomes insolvent or if a suit, action or proceeding shall be instituted by or against the Borrower to adjudicate Borrower as a bankrupt or insolvent, or seeking composition, reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or other present or future statute, law, rule or regulation; (g) if a suit, action or proceeding shall be instituted by virtue of a subordinate lien or claim against the Property; or if any order, judgment or decree is entered against Borrower by a court of any jurisdiction in any way whatsoever arising out of this Note or the Mortgage; or (h) in case of discovery by the Bank of a material misrepresentation in the application. The Borrower hereby assigns to the Bank as additional cash collateral security all rents and profits derived from the Property and all escrow funds paid to the Bank pursuant to this Note. The Borrower does hereby appoint said Bank agent for the management of the Property; and the Bank shall at any time and without notice have the right to enter upon, take possession of, and

manage the Property, including the right to hire and pay a property manager and to collect the rents of the Property, including those past due, directly from the occupants or past occupants of the Property, and bring or defend any action in connection with said premises, which appointment and rights the Bank may elect and exercise to accept in the event the Bank, in its sole discretion, determines there has been a default or breach of covenant by the Borrower. The failure on the part of the Bank to exercise any of its rights hereunder shall not be construed to prejudice its other rights or its right upon any other or subsequent default or breach of covenant. It shall not affect the liability of any maker included within the term Borrower if the Bank, with or without notice, accepts partial payments; releases, impairs or fails to realize upon collateral for the Note Debt; releases, agrees not to sue, or compromises a claim against any such maker; or renews or extends the term of this Note.

## 12. COSTS AND ATTORNEY'S FEES; INDEMNIFICATION

It is understood and agreed that said Borrower shall pay all costs and reasonable attorneys' fees as incurred or paid by the Bank in any suit, action or proceeding in which it may be a party, whether as a plaintiff or defendant or otherwise, by reason of being a party to this Note or the Mortgage, or incurred or paid by the Bank by reason of any dispute, issue, or claim arising out of this Note or the Mortgage, or the interest of the Bank in the Property. The Bank may, at its option, add said costs and fees to the principal portion of the Note Debt in the event of non-payment by the Borrower. Borrower shall indemnify the Bank and hold the Bank harmless from all loss, costs, expenses, claims, and liabilities, including litigation expenses and attorneys' fees, arising from hazardous or toxic materials on, in or about the Property or arising in any way from Borrower's use of the Property.

## 13. FORECLOSURE

Upon the filing of any complaint, or the filing of any action to foreclose the Mortgage in any court having jurisdiction, such court may, at any time and without notice to the Borrower or any party claiming under said Borrower, and without regard to the then value of the Property or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver to serve without bond, to take possession of the Property, with the authority and power to rent and lease the Property; to maintain the Property, to collect all rents and profits; and to pay expenses incurred for maintenance, utilities, and taxes during the pendency of such action until redemption or confirmation of sale. Monies received by said receiver shall be applied, in the discretion of the receiver, toward expenses incurred in administration, expenses incurred in management, costs of renting, maintenance, utilities and taxes, reasonable attorneys' fees, and the amount due the Bank. Upon foreclosure and sale of the Property, proceeds shall be applied as follows: (a) first, to expenses of advertising, selling and conveying the Property; to all moneys advanced for insurance, taxes and other liens or assessments and sums which have been expended in and about the preservation of the Property, and to all disbursements incurred by the Bank including but not limited to court costs, sheriff's and service fees, and costs of title expense, together with reasonable attorneys' fees; (b) second, to the principal portion of the Note Debt and the interest due up to the time of confirmation of such sale or payment, (c) third, the excess, if any, according to further order of the court. It shall not be the duty of the purchaser to see to the application of the purchase money. In case of payment of the Note Debt prior to the confirmation of sheriff's sale but after the filing of any complaint or any action to foreclose the Mortgage all costs and disbursements incurred, including but not limited to title costs, court costs, disbursements and expenses of such proceeding, and reasonable attorneys' fees shall be added to the Note Debt.

## 14. FORECLOSURE ELECTION

Notwithstanding anything to the contrary herein, the Borrower agrees that in the event of foreclosure, the Bank may, at such time, waive judgment for any deficiency and proceed pursuant to the provisions of Section 846.103(2) of the Wisconsin Statutes, as they may apply to the Property.

## 15. WARRANTIES AND REPRESENTATIONS

Borrower and the person signing on behalf of Borrower warrant that Borrower and the person signing on behalf of Borrower have authority and capacity to enter into this Note and the Mortgage; good right to sell, mortgage, or convey the Property; that the Property is free and clear from encumbrances, and Borrower warrants the title thereto against all persons whomsoever. Each person signing below on behalf of another warrants and represents that he or she has authority to act on the other's behalf, that his or her signature is sufficient to bind the other, and that he or she has disclosed to Bank the terms and extent of his or her authority. Borrower warrants and covenants that, to the best of Borrower's knowledge, there are no waste, refuse, pollutants, contaminants, toxic or hazardous materials on, in or about the property; and that, to the best of Borrower's knowledge, the Property and its past, existing, and future uses have not, do not, and will not violate any local, state or federal laws regulating environmental matters or petroleum products, waste, refuse, pollutants, hazardous materials, or toxic materials. The Bank may require Borrower to provide a rent roll, financial disclosures and financial statements at reasonable times and on reasonable notice. All such statements and disclosures shall be true and correct. Each maker included within the term Borrower has made an independent determination of the financial condition of all other makers, and the Bank has made no representations about the financial condition of any maker or about the collectability or enforceability of this Note.

**16. WAIVER**

The Borrower waives notice of and consents to any and all extensions of this Note or any part thereof, without notice, and waives demand, presentment for payment, notice of non-payment and protest.

**17. SINGULAR INCLUDES PLURAL**

If more than one promisor has executed this Note the term of "Borrower" and the use of the singular number herein shall be read and construed accordingly, and, if only one promisor has executed this Note, the use of the plural number herein shall be read and construed accordingly.

**18. NOTE AND MORTGAGE ONE CONTRACT**

This Note is secured by the Mortgage to the Bank bearing even date herewith, and all of the terms and conditions of the Mortgage are hereby incorporated herein and made a part of this Note. If any clause or term herein is declared unconstitutional or in violation of Wisconsin Statutes or other applicable law, it shall not affect the validity of the remaining provisions of this Note.

Witness our hands and seals this day DECEMBER 03, 2001.

  
\_\_\_\_\_  
TODD A BRUNNER, MARRIED

(SEAL)

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

07/20/11 13:22 FAX 2899771

MIL. COURTHOUSE

002

<b>MORTGAGE</b>	
DOCUMENT NUMBER	
RETURN TO MORTGAGEE AT:	
WAUWATOSA SAVINGS BANK 7500 W. STATE ST. WAUWATOSA, WI 53213	
PARCEL ID NUMBER	247-9898-5

8200926  
 REGISTER'S OFFICE | SS  
 Milwaukee County, WI  
 RECORDED AT 2:21 PM  
 01-23-2002  
 WALTER R. BARCZAK  
 REGISTER OF DEEDS  
 AMOUNT 13.00

REEL 5248

PAGE 2754

The undersigned Mortgagor(s):

TODD A BRUNNER, MARRIED

hereby mortgage(s) to WAUWATOSA SAVINGS BANK, a Wisconsin Corporation, Mortgagee, real estate in MILWAUKEE County, Wisconsin described as follows (hereinafter the "Property"):

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 21 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS; COMMENCING AT A POINT 316.56 FEET SOUTH OF THE NORTH LINE AND 1747.50 FEET WEST OF THE EAST LINE OF SAID 1/4 SECTION; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 40 FEET TO A POINT; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID 1/4 SECTION 127.50 FEET TO A POINT; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 40 FEET TO A POINT; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID 1/4 SECTION 127.50 FEET TO THE PLACE OF BEGINNING. ALSO KNOWN AS: 4338 N 41st STREET, MILWAUKEE WI 53216. THIS IS NON-HOMESTEAD PROPERTY.

including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or otherwise, and any other thing now or hereafter therein or thereon, including screens, window shades, storm doors and windows, floor coverings, screen doors, awnings, built-in stoves, and water heaters (all of which are fixtures and a part of said real estate whether physically attached thereto or not), together with the privileges, hereditaments, appurtenances and improvements now or hereafter belonging to or erected thereon, hereby releasing and waiving all rights under any homestead exemption laws and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein.

This mortgage is given to secure an indebtedness to the Mortgagee under a mortgage note in the amount of TWENTY-EIGHT THOUSAND ONE HUNDRED AND NO/100 Dollars (\$ 28100.00) of even date, executed by the Mortgagors, which note is made a part hereof (hereinafter the "Note") and such additional sums subsequently advanced in accordance with and pursuant to the Note and all other indebtedness of Mortgagors to Mortgagee agreed by Mortgagors to be secured hereby. It is the intent hereof to secure payment of the Note whether the entire amount has been advanced to Mortgagors at the date hereof or is advanced at a later date, or having been advanced, has been repaid in part and further advances made at a later date. Nothing herein contained shall be considered as limiting the amount that shall be secured hereby when advanced to protect the Property, or in accordance with covenants contained in this mortgage and the Note.

The Mortgagors hereby assign to the Mortgagee as additional cash collateral security all rents and profits derived from the property and all escrow funds paid to Mortgagee pursuant to the Note. The Mortgagors hereby appoint said Mortgagee agent for the management of the Property, and the Mortgagee shall at any time and without notice have the right to enter upon, take possession of and manage the Property, including the right to hire and pay a property manager, and to collect the rents of the property, including those past due, directly from the occupants and past occupants of the Property, and bring or defend any actions in connection with the property, which appointment and rights the Mortgagee may elect to accept and exercise in the event the Mortgagors, in its sole discretion, determines there has been a default or breach of covenant by the Mortgagors. The Mortgagee may elect from time to time not to enforce some or all of the provisions of this paragraph. The Mortgagee may provide a copy hereof to the occupants and past occupants of the Property, and such copy shall be sufficient notice and evidence of the Mortgagee's right to collect rents directly from said occupants. Mortgagee consents to the appointment of a receiver by a

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07/20/11 13:23 FAX 2699771

MIL. COURTHOUSE

003

court, without notice and without bond, to take possession of the Property, with authority and power to rent and lease the Property; to manage and maintain the Property, including hiring a property manager; to collect all rents and profits; to terminate tenancies and evict occupants, or tenants in default; and to pay expenses incurred for maintenance, utilities, and taxes, and insurance; and with such other power and authority as granted by the Note and the court.

The Mortgagors agree that in the event of foreclosure, the Mortgagee may, at such time, waive judgment for any deficiency and proceed pursuant to the provisions of Sections 846.101 and 846.103(2) of the Wisconsin Statutes, as they may apply to the property.

In the event that the Property or any part thereof is sold, conveyed, transferred, encumbered, or leased for a term of more than one year, or in the event that either legal or equitable title vests in any persons other than the Mortgagor for any reason, the entire indebtedness pursuant to this mortgage and the Note shall become due and payable forthwith, at the option of the Mortgagee, without further notice.

If one person executes this mortgage, the term "Mortgagors" and the use of the plural number herein shall be read and construed accordingly.

IN WITNESS WHEREOF, the said Mortgagor(s) have executed and sealed this Instrument at Oak Creek, Wisconsin, on DECEMBER 03, 2001.

\_\_\_\_\_  
TODD A BRUNNER, MARRIED (SEAL)

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

STATE OF WISCONSIN  
MILWAUKEE County

Personally came before me on DECEMBER 03, 2001, the above named:

TODD A BRUNNER, MARRIED

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

This instrument was drafted by:

*Sandra Kollenbroich*  
SANDRA KOLLENBROICH  
Notary Public, MILWAUKEE State of Wisconsin  
My Commission expires: JUNE 28, 2003

R. R. Perry for  
Wauwatosa Savings Bank

(Seal)

REEL 5248

IMAGE 2755

**MORTGAGE NOTE**

(Non-owner Occupied) Short Term Note

FOR VALUE RECEIVED, the undersigned makers, the Promisors and/or Mortgagors, hereinafter called BORROWER (whether one or more), promises and agrees as follows:

**1. TERMS OF REPAYMENT AND ADDITIONAL ADVANCES**

To pay to the order of WAUWATOSA SAVINGS BANK, Promisee and Mortgagee, a Corporation hereinafter called BANK, its successors and assigns, at its offices in Wauwatosa, Wisconsin, or such other place as may be designated by the holder of this Mortgage Note (hereinafter the "Note"), the principal sum of THIRTY THOUSAND SEVEN HUNDRED AND NO/100 Dollars, (\$30700.00), and such additional sums as may be subsequently advanced hereon to the Borrower by the Bank, together with interest thereon at the initial rate of 7.250 percent per annum, until the loan shall have been fully paid. Such principal and interest shall be due and payable in monthly installments of \$221.90, on the first day of each and every month, commencing MARCH 01, 2002. The entire balance shall be fully due and payable on MARCH 01, 2005 (the maturity date), unless Borrower fails to comply with all Borrower's obligations hereunder, in which event it shall become due prior thereto. It is intended that all provisions in this Note and the mortgage given as collateral security hereto (hereinafter the "Mortgage") comply with the provisions of Chapter 138 of the Wisconsin Statutes at the time of execution thereof, and to the extent not in compliance shall be superseded by the provisions of said statute. The principal sum, the interest thereon, and all other amounts payable by Borrower to Bank under this Note or under the Mortgage shall hereinafter be called the Note Debt.

**2. INTEREST ON UNPAID BALANCE**

Said interest shall be added to the total of the Note Debt as of the first day of each month at the annual rate of interest above provided, said interest calculation to be based upon the unpaid total of the Note Debt as of the close of business on the last day of each month.

**3. PREPAYMENT PROVISION**

The Bank may charge and Borrower shall pay 90 days interest of the contract rate in effect on the date of such prepayment, on the amount of any principal prepayments. A prepayment penalty shall not be assessed on account of a payment made within 30 days preceding the maturity date.

**4. ESCROW REQUIREMENTS**

Borrower shall pay to the Bank on the day monthly payments are due, until the Note Debt is paid in full, a sum equal to one-twelfth of the following escrow items: (a) yearly taxes and assessments on the property which is subject to the mortgage securing this Note (hereinafter the "Property"); (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums on the Property; and (d) yearly mortgage insurance premiums, if any. The Bank may require escrow payments in an amount estimated on the basis of current data and reasonably estimated future escrow requirements. Escrow funds shall be held by the Bank and the Bank shall apply them to pay the escrow items. If the escrow funds held by the Bank exceed the amount required to pay the escrow items when due, the excess may, at the Bank's option, be credited to Borrower on future escrow obligations. If the amount of the escrow held by the Bank is not sufficient to pay the escrow items when due, Borrower shall pay to Bank any amount necessary to make up the deficiency in one or more payments as required by the Bank. The Bank shall not pay interest on escrow funds unless required by law. Upon payment in full of all sums owed pursuant to this Note and the Mortgage the Bank shall refund to Borrower any escrow funds held by the Bank. The Bank may waive Borrower's obligations under this paragraph 4, provided that the Bank may revoke such waiver if the Bank determines that its security is diminished by failure of the borrower to comply with this paragraph.

**5. LATE CHARGE**

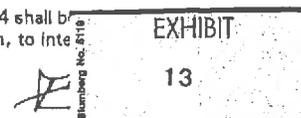
The Bank shall charge and Borrower shall pay a "late charge" not to exceed 5% of each monthly payment (including escrow payments) more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments. If not paid, this late charge shall be added to the Note Debt.

**6. OTHER CHARGES**

If borrower is a participant in the Bank's Auto-Payback Program ("Program") and Borrower terminates or fails to make payment of monthly payments to the Bank pursuant to the Program, the Bank shall charge and Borrower shall pay a processing fee not to exceed \$200.00. If not paid, this fee shall be added to the Note Debt.

**7. APPLICATION OF PAYMENTS**

Unless applicable law provides otherwise, all payments received by the Bank under paragraphs 1 and 4 shall be applied, first, to late charges due; second, to processing fees due; third, to prepayment charges due; fourth, to interest



fifth, to principal due; and last, to amounts payable under paragraph 4.

#### 8. TO REPAIR, MAINTAIN AND INSURE PREMISES, AND PAY TAXES

Borrower agrees to keep the building and other structures on the Property in good repair, free from liens and free from waste, refuse, pollutants, contaminants, or hazardous or toxic materials and to comply with local, state, and federal laws relating to condition of the Property and regulating waste, refuse, pollutants, contaminants, petroleum products, or hazardous or toxic materials; to pay all taxes, special and other assessments levied or assessed by virtue of any law and assessment now or hereafter in force upon or against said Property or against the Bank, upon this Note, the Note Debt, the Mortgage, or upon the Bank's Interest in the Property arising by reason of the Mortgage; to pay all bills for repairs and any and all expenses incident to the ownership of the Property when due and payable, in order that no lien superior to that of the Bank may be created against the Property during the term of the Mortgage; to permit the Bank to inspect, test and monitor the Property at reasonable times and upon reasonable notice; and to exhibit upon demand, at the office of the Bank, all receipts for said taxes and assessments, and all bills; to keep buildings and improvements now existing or hereafter to be erected or placed on the Property constantly insured up to their full insurable value, in companies acceptable to the Bank, by policies of insurance providing fire loss coverage, extended coverage, and such other coverage as may be required by the Bank, including flood loss coverage; to deliver to the Bank the policies of insurance and their renewals when due in such form as the Bank may elect, which policies shall have attached thereto loss payable clauses in favor of and in form acceptable to the Bank. Each insurance company concerned is hereby authorized and directed to make payment for loss directly to the Bank; the insurance proceeds, or any part thereof, may be applied by the Bank at its option either to the reduction of the Note Debt or to the restoration or repair of the Property. In case of failure of the Borrower to satisfy Borrower's obligations under this paragraph 7, the Bank may take reasonable steps to preserve the value of the Property, may pay any tax or assessment, make and pay for repairs, procure the insurance, discharge any claim, lien or encumbrance, or purchase any tax certificate or title or claim against the Property, and all sums so paid shall be added to the principal portion of the Note Debt as of the first day of the then current month, and become a part of the Note Debt, with interest thereon at a rate of 1-1/2% per annum in excess of the contract rate. The Borrower shall repay upon demand any monies paid or disbursed by the Bank for any of said purposes, and the Bank shall have no duty to inquire as to the validity of any tax, assessment, tax title or other claim against the Property but the receipt of the proper officer, tax or assessment purchaser or release of claim shall be conclusive of the validity and the amount thereof.

#### 9. CONSENT REQUIRED TO TRANSFER

It is expressly understood and agreed that the Note Debt shall become due and payable forthwith, at the option of the Bank, if at any time during the term of this Note the Borrower shall sell, convey, transfer, or in any manner encumber the Property, or lease or rent for a period in excess of one year, or if either legal or equitable title shall vest in any person other than the Borrower in any manner and for any reason whatsoever, unless the consent in writing of the Bank, its successors or assigns, is first obtained. In the event of the approval by the Bank of any such transfer of title, the Bank shall make a service charge of 2% of the original principal balance due under this agreement which if not paid will be added to the principal portion of the Note Debt.

#### 10. CHANGE OF OWNERSHIP NOT TO RELEASE MORTGAGORS

In the event the ownership of the Property or any part thereof becomes vested in a person other than the Borrower, the Bank may, without notice to the Borrower, deal with such successor or successors in interest with reference to the Mortgage and the Note Debt in the same manner as with the Borrower, and may forbear to sue or may extend time for payment of the Note Debt without discharging or in any way affecting the liability of the Borrower for the Note Debt.

#### 11. OPTIONS OF BANK IN CASE OF DEFAULT

The happening of any one or more of the following events or conditions shall be a default hereunder, and upon the happening of any one or more of such events, or in case of default in any of the terms, conditions, or agreements of this Note or the Mortgage, the Bank may, at its option and without any notice or demand whatsoever, declare the entire Note Debt due and payable, and apply toward the payment of said Note Debt any indebtedness of the Bank to the Borrower, and thereafter proceed by action at law or to foreclose the Mortgage or both: (a) upon default by the Borrower in any payment provided in this Note or the Mortgage; (b) upon the making of a contract or agreement by the Borrower or suffering anything to be done whereby anyone may acquire the right to place a lien, mortgage, or other encumbrance against the Property; (c) in case of the actual or threatened alteration, addition to, demolition, or removal of any building on the Property without the prior written consent of the Bank; (d) in case of any act done or suffered to be done by the Borrower, whereby the security effected or intended to be effected by this Note and the Mortgage is weakened, diminished or impaired; (e) upon the default by said Borrower in the performance of any one or more of the covenants and agreements contained in this Note or the Mortgage; (f) if Borrower becomes insolvent or if a suit, action or proceeding shall be instituted by or against the Borrower to adjudicate Borrower as a bankrupt or insolvent, or seeking composition, reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or other present or future statute, law, rule or regulation; (g) if a suit, action or proceeding shall be instituted by virtue of a subordinate lien or claim against the Property; or if any order, judgment or decree is entered against Borrower by a court of any jurisdiction in any way whatsoever arising out of this Note or the Mortgage; or (h) in case of discovery by the Bank of a material misrepresentation in the application. The Borrower hereby assigns to the Bank as additional cash collateral security all rents and profits derived from the Property and all escrow funds paid to the Bank pursuant to this Note. The Borrower does hereby appoint said Bank agent for the management of the Property; and the Bank shall at any time and without notice have the right to enter upon, take possession of, and

manage the Property, including the right to hire and pay a property manager and to collect the rents of the Property, including those past due, directly from the occupants or past occupants of the Property, and bring or defend any action in connection with said premises, which appointment and rights the Bank may elect and exercise to accept in the event the Bank, in its sole discretion, determines there has been a default or breach of covenant by the Borrower. The failure on the part of the Bank to exercise any of its rights hereunder shall not be construed to prejudice its other rights or its right upon any other or subsequent default or breach of covenant. It shall not affect the liability of any maker included within the term Borrower if the Bank, with or without notice, accepts partial payments; releases, impairs or fails to realize upon collateral for the Note Debt; releases, agrees not to sue, or compromises a claim against any such maker; or renews or extends the term of this Note.

#### 12. COSTS AND ATTORNEY'S FEES: INDEMNIFICATION

It is understood and agreed that said Borrower shall pay all costs and reasonable attorneys' fees as incurred or paid by the Bank in any suit, action or proceeding in which it may be a party, whether as a plaintiff or defendant or otherwise, by reason of being a party to this Note or the Mortgage, or incurred or paid by the Bank by reason of any dispute, issue, or claim arising out of this Note or the Mortgage, or the interest of the Bank in the Property. The Bank may, at its option, add said costs and fees to the principal portion of the Note Debt in the event of non-payment by the Borrower. Borrower shall indemnify the Bank and hold the Bank harmless from all loss, costs, expenses, claims, and liabilities, including litigation expenses and attorneys' fees, arising from hazardous or toxic materials on, in or about the Property or arising in any way from Borrower's use of the Property.

#### 13. FORECLOSURE

Upon the filing of any complaint, or the filing of any action to foreclose the Mortgage in any court having jurisdiction, such court may, at any time and without notice to the Borrower or any party claiming under said Borrower, and without regard to the then value of the Property or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver to serve without bond, to take possession of the Property, with the authority and power to rent and lease the Property; to maintain the Property, to collect all rents and profits; and to pay expenses incurred for maintenance, utilities, and taxes during the pendency of such action until redemption or confirmation of sale. Monies received by said receiver shall be applied, in the discretion of the receiver, toward expenses incurred in administration, expenses incurred in management, costs of renting, maintenance, utilities and taxes, reasonable attorneys' fees, and the amount due the Bank. Upon foreclosure and sale of the Property, proceeds shall be applied as follows: (a) first, to expenses of advertising, selling and conveying the Property; to all moneys advanced for insurance, taxes and other liens or assessments and sums which have been expended in and about the preservation of the Property, and to all disbursements incurred by the Bank including but not limited to court costs, sheriff's and service fees, and costs of title expense, together with reasonable attorneys' fees; (b) second, to the principal portion of the Note Debt and the interest due up to the time of confirmation of such sale or payment, (c) third, the excess, if any, according to further order of the court. It shall not be the duty of the purchaser to see to the application of the purchase money. In case of payment of the Note Debt prior to the confirmation of sheriff's sale but after the filing of any complaint or any action to foreclose the Mortgage all costs and disbursements incurred, including but not limited to title costs, court costs, disbursements and expenses of such proceeding, and reasonable attorneys' fees shall be added to the Note Debt.

#### 14. FORECLOSURE ELECTION

Notwithstanding anything to the contrary herein, the Borrower agrees that in the event of foreclosure, the Bank may, at such time, waive judgment for any deficiency and proceed pursuant to the provisions of Section 846.103(2) of the Wisconsin Statutes, as they may apply to the Property.

#### 15. WARRANTIES AND REPRESENTATIONS

Borrower and the person signing on behalf of Borrower warrant that Borrower and the person signing on behalf of Borrower have authority and capacity to enter into this Note and the Mortgage; good right to sell, mortgage, or convey the Property; that the Property is free and clear from encumbrances, and Borrower warrants the title thereto against all persons whomsoever. Each person signing below on behalf of another warrants and represents that he or she has authority to act on the other's behalf, that his or her signature is sufficient to bind the other, and that he or she has disclosed to Bank the terms and extent of his or her authority. Borrower warrants and covenants that, to the best of Borrower's knowledge, there are no waste, refuse, pollutants, contaminants, toxic or hazardous materials on, in or about the property; and that, to the best of Borrower's knowledge, the Property and its past, existing, and future uses have not, do not, and will not violate any local, state or federal laws regulating environmental matters or petroleum products, waste, refuse, pollutants, hazardous materials, or toxic materials. The Bank may require Borrower to provide a rent roll, financial disclosures and financial statements at reasonable times and on reasonable notice. All such statements and disclosures shall be true and correct. Each maker included within the term Borrower has made an independent determination of the financial condition of all other makers, and the Bank has made no representations about the financial condition of any maker or about the collectability or enforceability of this Note.

**16. WAIVER**

The Borrower waives notice of and consents to any and all extensions of this Note or any part thereof, without notice, and waives demand, presentment for payment, notice of non-payment and protest.

**17. SINGULAR INCLUDES PLURAL**

If more than one promisor has executed this Note the term of "Borrower" and the use of the singular number herein shall be read and construed accordingly, and, if only one promisor has executed this Note, the use of the plural number herein shall be read and construed accordingly.

**18. NOTE AND MORTGAGE ONE CONTRACT**

This Note is secured by the Mortgage to the Bank bearing even date herewith, and all of the terms and conditions of the Mortgage are hereby incorporated herein and made a part of this Note. If any clause or term herein is declared unconstitutional or in violation of Wisconsin Statutes or other applicable law, it shall not affect the validity of the remaining provisions of this Note.

Witness our hands and seals this day FEBRUARY 14, 2002.

  
\_\_\_\_\_  
TODD A BRUNNER, MARRIED (SEAL)

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

**MORTGAGE**

DOCUMENT NUMBER

RETURN TO MORTGAGEE AT:

WAUWATOSA SAVINGS BANK  
7500 W. STATE ST.  
WAUWATOSA, WI 53213

PARCEL ID NUMBER

226-0636-6

8278837

REGISTER'S OFFICE | SS  
Milwaukee County, WI

RECORDED AT 2:33 PM

05-10-2002

IGNACIUS J. NIEMCZYK  
REGISTER OF DEEDS

AMOUNT 13.00

REEL

5325

IMAGE

2759

The undersigned Mortgagor(s):

TODD A BRUNNER, MARRIED

hereby mortgage(s) to WAUWATOSA SAVINGS BANK, a Wisconsin Corporation, Mortgagee, real estate in MILWAUKEE County, Wisconsin described as follows (hereinafter the "Property"):

LOT 19, IN BLOCK 7, IN SHERMAN GARDENS, BEING A SUBDIVISION OF A PART OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 7 NORTH, RANGE 21 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN. ALSO KNOWN AS: 4609 N 67th STREET, MILWAUKEE WI 53218-4823. THIS IS NON-HOMESTEAD PROPERTY.

including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or otherwise, and any other thing now or hereafter therein or thereon, including screens, window shades, storm doors and windows, floor coverings, screen doors, awnings, built-in stoves, and water heaters (all of which are fixtures and a part of said real estate whether physically attached thereto or not), together with the privileges, hereditaments, appurtenances and improvements now or hereafter belonging to or erected thereon, hereby releasing and waiving all rights under any homestead exemption laws and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein.

This mortgage is given to secure an indebtedness to the Mortgagee under a mortgage note in the amount of THIRTY THOUSAND SEVEN HUNDRED AND NO/100 Dollars (\$ 30700.00) of even date, executed by the Mortgagors, which note is made a part hereof (hereinafter the "Note") and such additional sums subsequently advanced in accordance with and pursuant to the Note and all other indebtedness of Mortgagors to Mortgagee agreed by Mortgagors to be secured hereby. It is the intent hereof to secure payment of the Note whether the entire amount has been advanced to Mortgagors at the date hereof or is advanced at a later date, or having been advanced, has been repaid in part and further advances made at a later date. Nothing herein contained shall be considered as limiting the amount that shall be secured hereby when advanced to protect the Property, or in accordance with covenants contained in this mortgage and the Note.

The Mortgagors hereby assign to the Mortgagee as additional cash collateral security all rents and profits derived from the property and all escrow funds paid to Mortgagee pursuant to the Note. The Mortgagors hereby appoint said Mortgagee agent for the management of the Property, and the Mortgagee shall at any time and without notice have the right to enter upon, take possession of and manage the Property, including the right to hire and pay a property manager, and to collect the rents of the property, including those past due, directly from the occupants and past occupants of the Property, and bring or defend any actions in connection with the property, which appointment and rights the Mortgagee may elect to accept and exercise in the event the Mortgagee, in its sole discretion, determines there has been a default or breach of covenant by the Mortgagors. The Mortgagee may elect from time to time not to enforce some or all of the provisions of this paragraph. The Mortgagee may provide a copy hereof to the occupants and past occupants of the Property, and such copy shall be sufficient notice and evidence of the Mortgagee's right to collect rents directly from said occupants. Mortgagee consents to the appointment of a receiver by a court, without notice and without bond, to take possession of the Property, with authority and power to rent and lease the Property; to manage and maintain the Property, including hiring a property manager; to collect all rents and profits; to terminate tenancies and evict occupants, or tenants in default; and to pay expenses incurred for maintenance, utilities, and taxes, and insurance; and with such other power and authority as granted by the Note and the court.

2



**MORTGAGE NOTE**  
**(Non-owner Occupied) Short Term Note**

FOR VALUE RECEIVED, the undersigned makers, the Promisors and/or Mortgages, hereinafter called BORROWER (whether one or more), promises and agrees as follows:

**1. TERMS OF REPAYMENT AND ADDITIONAL ADVANCES**

To pay to the order of WAUWATOSA SAVINGS BANK, Promisee and Mortgagee, a Corporation hereinafter called BANK, its successors and assigns, at its offices in Wauwatosa, Wisconsin, or such other place as may be designated by the holder of this Mortgage Note (hereinafter the "Note"), the principal sum of ~~Seventy Two Thousand Seven Hundred and no/100~~ Dollars, (\$ ~~72,700.00~~ ), and such additional sums as may be subsequently advanced hereon to the Borrower by the Bank, together with interest thereon at the initial rate of 7.250 percent per annum, until the loan shall have been fully paid. Such principal and interest shall be due and payable in monthly installments of \$ ~~525.48~~ , on the first day of each and every month, commencing ~~June 1, 2002~~ . The entire balance shall be fully due and payable on ~~June 01, 2005~~ (the maturity date), unless Borrower fails to comply with all Borrower's obligations hereunder, in which event it shall become due prior thereto. It is intended that all provisions in this Note and the mortgage given as collateral security hereto (hereinafter the "Mortgage") comply with the provisions of Chapter 138 of the Wisconsin Statutes at the time of execution thereof, and to the extent not in compliance shall be superseded by the provisions of said statute. The principal sum, the interest thereon, and all other amounts payable by Borrower to Bank under this Note or under the Mortgage shall hereinafter be called the Note Debt.

**2. INTEREST ON UNPAID BALANCE**

Said interest shall be added to the total of the Note Debt as of the first day of each month at the annual rate of interest above provided, said interest calculation to be based upon the unpaid total of the Note Debt as of the close of business on the last day of each month.

**3. PREPAYMENT PROVISION**

The Bank may charge and Borrower shall pay 90 days interest of the contract rate in effect on the date of such prepayment, on the amount of any principal prepayments. A prepayment penalty shall not be assessed on account of a payment made within 30 days preceding the maturity date.

**4. ESCROW REQUIREMENTS**

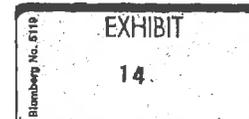
Borrower shall pay to the Bank on the day monthly payments are due, until the Note Debt is paid in full, a sum equal to one-twelfth of the following escrow items: (a) yearly taxes and assessments on the property which is subject to the mortgage securing this Note (hereinafter the "Property"); (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums on the Property; and (d) yearly mortgage insurance premiums, if any. The Bank may require escrow payments in an amount estimated on the basis of current data and reasonably estimated future escrow requirements. Escrow funds shall be held by the Bank and the Bank shall apply them to pay the escrow items. If the escrow funds held by the Bank exceed the amount required to pay the escrow items when due, the excess may, at the Bank's option, be credited to Borrower on future escrow obligations. If the amount of the escrow held by the Bank is not sufficient to pay the escrow items when due, Borrower shall pay to Bank any amount necessary to make up the deficiency in one or more payments as required by the Bank. The Bank shall not pay interest on escrow funds unless required by law. Upon payment in full of all sums owed pursuant to this Note and the Mortgage the Bank shall refund to Borrower any escrow funds held by the Bank. The Bank may waive Borrower's obligations under this paragraph 4, provided that the Bank may revoke such waiver if the Bank determines that its security is diminished by failure of the borrower to comply with this paragraph.

**5. LATE CHARGE**

The Bank shall charge and Borrower shall pay a "late charge" not to exceed 5% of each monthly payment (including escrow payments) more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments. If not paid, this late charge shall be added to the Note Debt.

**6. OTHER CHARGES**

If borrower is a participant in the Bank's Auto-Payback Program ("Program") and Borrower terminates or



fails to make payment of monthly payments to the Bank pursuant to the Program, the Bank shall charge and Borrower shall pay a processing fee not to exceed \$200.00. If not paid, this fee shall be added to the Note Debt.

#### 7. APPLICATION OF PAYMENTS

Unless applicable law provides otherwise, all payments received by the Bank under paragraphs 1 and 4 shall be applied: first, to late charges due; second, to processing fees due; third, to prepayment charges due; fourth, to interest due; fifth, to principal due; and last, to amounts payable under paragraph 4.

#### 8. TO REPAIR, MAINTAIN AND INSURE PREMISES, AND PAY TAXES

Borrower agrees to keep the building and other structures on the Property in good repair, free from liens and free from waste, refuse, pollutants, contaminants, or hazardous or toxic materials and to comply with local, state, and federal laws relating to condition of the Property and regulating waste, refuse, pollutants, contaminants, petroleum products, or hazardous or toxic materials; to pay all taxes, special and other assessments levied or assessed by virtue of any law and assessment now or hereafter in force upon or against said Property or against the Bank, upon this Note, the Note Debt, the Mortgage, or upon the Bank's interest in the Property arising by reason of the Mortgage; to pay all bills for repairs and any and all expenses incident to the ownership of the Property when due and payable, in order that no lien superior to that of the Bank may be created against the Property during the term of the Mortgage; to permit the Bank to inspect, test and monitor the Property at reasonable times and upon reasonable notice; and to exhibit upon demand, at the office of the Bank, all receipts for said taxes and assessments, and all bills; to keep buildings and improvements now existing or hereafter to be erected or placed on the Property constantly insured up to their full insurable value, in companies acceptable to the Bank; by policies of insurance providing fire loss coverage, extended coverage, and such other coverage as may be required by the Bank, including flood loss coverage; to deliver to the Bank the policies of insurance and their renewals when due in such form as the Bank may elect, which policies shall have attached thereto loss payable clauses in favor of and in form acceptable to the Bank. Each insurance company concerned is hereby authorized and directed to make payment for loss directly to the Bank; the insurance proceeds, or any part thereof, may be applied by the Bank at its option either to the reduction of the Note Debt or to the restoration or repair of the Property. In case of failure of the Borrower to satisfy Borrower's obligations under this paragraph 7, the Bank may take reasonable steps to preserve the value of the Property, may pay any tax or assessment, make and pay for repairs, procure the insurance, discharge any claim, lien or encumbrance, or purchase any tax certificate or title or claim against the Property, and all sums so paid shall be added to the principal portion of the Note Debt as of the first day of the then current month, and become a part of the Note Debt, with interest thereon at a rate of 1-1/2% per annum in excess of the contract rate. The Borrower shall repay upon demand any monies paid or disbursed by the Bank for any of said purposes, and the Bank shall have no duty to inquire as to the validity of any tax, assessment, tax title or other claim against the Property but the receipt of the proper officer, tax or assessment purchaser or release of claim shall be conclusive of the validity and the amount thereof.

#### 9. CONSENT REQUIRED TO TRANSFER

It is expressly understood and agreed that the Note Debt shall become due and payable forthwith, at the option of the Bank, if at any time during the term of this Note the Borrower shall sell, convey, transfer, or in any manner encumber the Property, or lease or rent for a period in excess of one year, or if either legal or equitable title shall vest in any person other than the Borrower in any manner and for any reason whatsoever, unless the consent in writing of the Bank, its successors or assigns, is first obtained. In the event of the approval by the Bank of any such transfer of title, the Bank shall make a service charge of 2% of the original principal balance due under this agreement which if not paid will be added to the principal portion of the Note Debt.

#### 10. CHANGE OF OWNERSHIP NOT TO RELEASE MORTGAGORS

In the event the ownership of the Property or any part thereof becomes vested in a person other than the Borrower, the Bank may, without notice to the Borrower, deal with such successor or successors in interest with reference to the Mortgage and the Note Debt in the same manner as with the Borrower, and may forbear to sue or may extend time for payment of the Note Debt without discharging or in any way affecting the liability of the Borrower for the Note Debt.

#### 11. OPTIONS OF BANK IN CASE OF DEFAULT

The happening of any one or more of the following events or conditions shall be a default hereunder, and upon the happening of any one or more of such events, or in case of default in any of the terms, conditions, or agreements of this Note or the Mortgage, the Bank may, at its option and without any notice or demand whatsoever, declare the entire Note Debt due and payable, and apply toward the payment of said Note

Debt any indebtedness of the Bank to the Borrower, and thereafter proceed by action at law or to foreclose the Mortgage or both; (a) upon default by the Borrower in any payment provided in this Note or the Mortgage; (b) upon the making of a contract or agreement by the Borrower or suffering anything to be done whereby anyone may acquire the right to place a lien, mortgage, or other encumbrance against the Property; (c) in case of the actual or threatened alteration, addition to, demolition, or removal of any building on the Property without the prior written consent of the Bank; (d) in case of any act done or suffered to be done by the Borrower, whereby the security effected or intended to be effected by this Note and the Mortgage is weakened, diminished or impaired; (e) upon the default by said Borrower in the performance of any one or more of the covenants and agreements contained in this Note or the Mortgage; (f) if Borrower becomes insolvent or if a suit, action or proceeding shall be instituted by or against the Borrower to adjudicate Borrower as a bankrupt or insolvent, or seeking composition, reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or other present or future statute, law, rule or regulation; (g) if a suit, action or proceeding shall be instituted by virtue of a subordinate lien or claim against the Property; or if any order, judgment or decree is entered against Borrower by a court of any jurisdiction in any way whatsoever arising out of this Note or the Mortgage; or (h) in case of discovery by the Bank of a material misrepresentation in the application. The Borrower hereby assigns to the Bank as additional cash collateral security all rents and profits derived from the Property and all escrow funds paid to the Bank pursuant to this Note. The Borrower does hereby appoint said Bank agent for the management of the Property; and the Bank shall at any time and without notice have the right to enter upon, take possession of, and manage the Property, including the right to hire and pay a property manager and to collect the rents of the Property, including those past due, directly from the occupants or past occupants of the Property, and bring or defend any action in connection with said premises, which appointment and rights the Bank may elect and exercise to accept in the event the Bank, in its sole discretion, determines there has been a default or breach of covenant by the Borrower. The failure on the part of the Bank to exercise any of its rights hereunder shall not be construed to prejudice its other rights or its right upon any other or subsequent default or breach of covenant. It shall not affect the liability of any maker included within the term Borrower if the Bank, with or without notice, accepts partial payments; releases, impairs or fails to realize upon collateral for the Note Debt; releases, agrees not to sue, or compromises a claim against any such maker; or renews or extends the term of this Note.

#### 12. COSTS AND ATTORNEY'S FEES: INDEMNIFICATION

It is understood and agreed that said Borrower shall pay all costs and reasonable attorneys' fees as incurred or paid by the Bank in any suit, action or proceeding in which it may be a party, whether as a plaintiff or defendant or otherwise, by reason of being a party to this Note or the Mortgage, or incurred or paid by the Bank by reason of any dispute, issue, or claim arising out of this Note or the Mortgage, or the interest of the Bank in the Property. The Bank may, at its option, add said costs and fees to the principal portion of the Note Debt in the event of non-payment by the Borrower. Borrower shall indemnify the Bank and hold the Bank harmless from all loss, costs, expenses, claims, and liabilities, including litigation expenses and attorneys' fees, arising from hazardous or toxic materials on, in or about the Property or arising in any way from Borrower's use of the Property.

#### 13. FORECLOSURE

Upon the filing of any complaint, or the filing of any action to foreclose the Mortgage in any court having jurisdiction, such court may, at any time and without notice to the Borrower or any party claiming under said Borrower, and without regard to the then value of the Property or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver to serve without bond, to take possession of the Property, with the authority and power to rent and lease the Property; to maintain the Property, to collect all rents and profits; and to pay expenses incurred for maintenance, utilities, and taxes during the pendency of such action until redemption or confirmation of sale. Monies received by said receiver shall be applied, in the discretion of the receiver, toward expenses incurred in administration, expenses incurred in management, costs of renting, maintenance, utilities and taxes, reasonable attorneys' fees, and the amount due the Bank. Upon foreclosure and sale of the Property, proceeds shall be applied as follows: (a) first, to expenses of advertising, selling and conveying the Property; to all moneys advanced for insurance, taxes and other liens or assessments and sums which have been expended in and about the preservation of the Property, and to all disbursements incurred by the Bank including but not limited to court costs, sheriff's and service fees, and costs of title expense, together with reasonable attorneys' fees; (b) second, to the principal portion of the Note Debt and the interest due up to the time of confirmation of such sale or payment; (c) third, the excess, if any, according to further order of the court. It shall not be the duty of the purchaser to see to the application of the purchase money. In case of payment of the Note Debt prior to the confirmation of sheriff's sale but after the filing of any complaint or any action to foreclose the Mortgage all costs and disbursements incurred, including but not limited to title costs, court costs, disbursements and expenses of such proceeding, and reasonable attorneys' fees shall be added to the Note Debt.

#### 14. FORECLOSURE ELECTION

Notwithstanding anything to the contrary herein, the Borrower agrees that in the event of foreclosure, the

Bank may, at such time, waive judgment for any deficiency and proceed pursuant to the provisions of Section 846.103(2) of the Wisconsin Statutes, as they may apply to the Property.

#### 15. WARRANTIES AND REPRESENTATIONS

Borrower and the person signing on behalf of Borrower warrant that Borrower and the person signing on behalf of Borrower have authority and capacity to enter into this Note and the Mortgage; good right to sell, mortgage, or convey the Property; that the Property is free and clear from encumbrances, and Borrower warrants the title thereto against all persons whomsoever. Each person signing below on behalf of another warrants and represents that he or she has authority to act on the other's behalf, that his or her signature is sufficient to bind the other, and that he or she has disclosed to Bank the terms and extent of his or her authority. Borrower warrants and covenants that, to the best of Borrower's knowledge, there are no waste, refuse, pollutants, contaminants, toxic or hazardous materials on, in or about the property; and that, to the best of Borrower's knowledge, the Property and its past, existing, and future uses have not, do not, and will not violate any local, state or federal laws regulating environmental matters or petroleum products, waste, refuse, pollutants, hazardous materials, or toxic materials. The Bank may require Borrower to provide a rent roll, financial disclosures and financial statements at reasonable times and on reasonable notice. All such statements and disclosures shall be true and correct. Each maker included within the term Borrower has made an independent determination of the financial condition of all other makers, and the Bank has made no representations about the financial condition of any maker or about the collectability or enforceability of this Note.

#### 16. WAIVER

The Borrower waives notice of and consents to any and all extensions of this Note or any part thereof, without notice, and waives demand, presentment for payment, notice of non-payment and protest.

#### 17. SINGULAR INCLUDES PLURAL

If more than one promisor has executed this Note the term of "Borrower" and the use of the singular number herein shall be read and construed accordingly, and, if only one promisor has executed this Note, the use of the plural number herein shall be read and construed accordingly.

#### 18. NOTE AND MORTGAGE ONE CONTRACT

This Note is secured by the Mortgage to the Bank bearing even date herewith, and all of the terms and conditions of the Mortgage are hereby incorporated herein and made a part of this Note. If any clause or term herein is declared unconstitutional or in violation of Wisconsin Statutes or other applicable law, it shall not affect the validity of the remaining provisions of this Note.

Witness our hands and seals this day **May 23, 2002**.

  
\_\_\_\_\_  
(Seal)  
Todd Brunner, Married

**MORTGAGE**

DOCUMENT NUMBER

RETURN TO MORTGAGEE AT:

WAUWATOSA SAVINGS BANK  
7500 W. STATE ST  
WAUWATOSA, WI 53091

PARCEL ID NUMBER

(1) 193-0247-9 (2) 033-0102

8291303

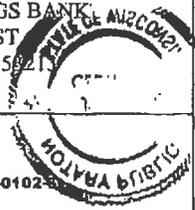
REGISTER'S OFFICE | SS  
Milwaukee County, WI

RECORDED AT 11:52 AM

06-05-2002

IGNATIUS J. NIENCZYK  
REGISTER OF DEEDS

AMOUNT 13.00



REEL 5342

IMAGE 2121

The undersigned Mortgageor(s):

Loan Number

Todd Brunner, Married

hereby mortgage(s) to WAUWATOSA SAVINGS BANK, a Wisconsin Corporation, Mortgagee, real estate in Milwaukee County, Wisconsin described as follows (hereinafter the "Property"):

PARCEL ONE: LOTS 19 AND 20 IN BLOCK 2 IN HIGHLAND NORTH MILWAUKEE PARK CO.'S SUBDIVISION, OF A PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 38, TOWNSHIP 8 NORTH, RANGE 21 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN. ALSO KNOWN AS: 3300 W SHERIDAN AVE, MILWAUKEE, WI. PARCEL TWO: LOT 35, IN BLOCK 4, IN NORTHRIDGE ESTATES, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 21 EAST, IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, STATE OF WISCONSIN. ALSO KNOWN AS: 9008 N JOYCE AVE, MILWAUKEE, WI. THIS MORTGAGE COVERS NON-HOMESTEAD PROPERTY.

including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or otherwise, and any other thing now or hereafter therein or thereon, including screens, window shades, storm doors and windows, floor coverings, screen doors, awnings, built-in stoves, and water heaters (all of which are fixtures and a part of said real estate whether physically attached thereto or not), together with the privileges, hereditaments, appurtenances and improvements now or hereafter belonging to or erected thereon, hereby releasing and waiving all rights under any homestead exemption laws and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein.

This mortgage is given to secure an indebtedness to the Mortgagee under a mortgage note in the amount of **Seventy Two Thousand Seven Hundred and no/100** Dollars (\$ **72,700.00** ) of even date, executed by the Mortgageors, which note is made a part hereof (hereinafter the "Note") and such additional sums subsequently advanced in accordance with and pursuant to the Note and all other indebtedness of Mortgageors to Mortgagee agreed by Mortgageors to be secured hereby. It is the intent hereof to secure payment of the Note whether the entire amount has been advanced to Mortgageors at the date hereof or is advanced at a later date, or having been advanced, has been repaid in part and further advances made at a later date. Nothing herein contained shall be considered as limiting the amount that shall be secured hereby when advanced to protect the Property, or in accordance with covenants contained in this mortgage and the Note.

The Mortgageors hereby assign to the Mortgagee as additional cash collateral security all rents and profits derived from the property and all escrow funds paid to Mortgagee pursuant to the Note. The Mortgageors hereby appoint said Mortgagee agent for the management of the Property, and the Mortgagee shall at any time and without notice have the right to enter upon, take possession of and manage the Property, including the right to hire and pay a property manager, and to collect the rents of the property, including those past due, directly from the occupants and past occupants of the Property, and bring or defend any actions in connection with the property, which appointment and rights the Mortgagee may elect to accept and exercise in the event the Mortgagee, in its sole discretion, determines there has been a default or breach of covenant by the Mortgageors. The Mortgagee may elect from time to time not to enforce some or all of the provisions of this paragraph. The Mortgagee may provide a copy hereof to the occupants and past occupants of the Property, and such copy shall be sufficient notice and evidence of the Mortgagee's right to collect rents directly from said occupants. Mortgagee consents to the appointment of a receiver by a court, without notice and without bond, to take possession of the Property, with authority and power to rent and lease the Property; to manage and maintain the Property, including hiring a property

2

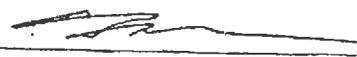
manager; to collect all rents and profits; to terminate tenancies and evict occupants, or tenants in default; and to pay expenses incurred for maintenance, utilities, and taxes, and insurance; and with such other power and authority as granted by the Note and the court.

The Mortgagors agree that in the event of foreclosure, the Mortgagee may, at such time, waive judgment for any deficiency and proceed pursuant to the provisions of Sections 846.101 and 846.103(2) of the Wisconsin Statutes, as they may apply to the property.

In the event that the Property or any part thereof is sold, conveyed, transferred, encumbered, or leased for a term of more than one year, or in the event that either legal or equitable title vests in any persons other than the Mortgagor for any reason, the entire indebtedness pursuant to this mortgage and the Note shall become due and payable forthwith, at the option of the Mortgagee, without further notice.

If one person executes this mortgage, the term "Mortgagors" and the use of the plural number herein shall be read and construed accordingly.

IN WITNESS WHEREOF, the said Mortgagor(s) have executed and sealed this Instrument at Wauwatosa, WI on May 23, 2002

 (Seal)  
Todd Brunner, Married

REEL 5342

IMAGE 2122

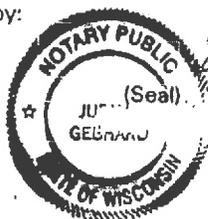
STATE OF WISCONSIN  
Milwaukee County

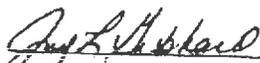
Personally came before me on May 23, 2002, the above named:  
Todd Brunner, Married

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

This instrument was drafted by:

R. R. Perry for  
Wauwatosa Savings Bank



  
Judy L. Gebhard  
Notary Public, Milwaukee State of Wisconsin  
My Commission Expires: February 29, 2004

**MORTGAGE NOTE**  
**(Non-owner Occupied) Short Term Note**

FOR VALUE RECEIVED, the undersigned makers, the Promisors and/or Mortgagors, hereinafter called BORROWER (whether one or more), promises and agrees as follows:

**1. TERMS OF REPAYMENT AND ADDITIONAL ADVANCES**

To pay to the order of WAUWATOSA SAVINGS BANK, Promisee and Mortgagee, a Corporation hereinafter called BANK, its successors and assigns, at its offices in Wauwatosa, Wisconsin, or such other place as may be designated by the holder of this Mortgage Note (hereinafter the "Note"), the principal sum of ~~Seventy Six Thousand One Hundred and no/100~~ Dollars, (\$ ~~76,100.00~~ ), and such additional sums as may be subsequently advanced hereon to the Borrower by the Bank, together with interest thereon at the initial rate of 7.000 percent per annum, until the loan shall have been fully paid. Such principal and interest shall be due and payable in monthly installments of \$ 537.86 , on the first day of each and every month, commencing September 1, 2002 . The entire balance shall be fully due and payable on September 1, 2005 (the maturity date), unless Borrower fails to comply with all Borrower's obligations hereunder, in which event it shall become due prior thereto. It is intended that all provisions in this Note and the mortgage given as collateral security hereto (hereinafter the "Mortgage") comply with the provisions of Chapter 138 of the Wisconsin Statutes at the time of execution thereof, and to the extent not in compliance shall be superseded by the provisions of said statute. The principal sum, the interest thereon, and all other amounts payable by Borrower to Bank under this Note or under the Mortgage shall hereinafter be called the Note Debt.

**2. INTEREST ON UNPAID BALANCE**

Said interest shall be added to the total of the Note Debt as of the first day of each month at the annual rate of interest above provided, said interest calculation to be based upon the unpaid total of the Note Debt as of the close of business on the last day of each month.

**3. PREPAYMENT PROVISION**

The Bank may charge and Borrower shall pay 90 days interest of the contract rate in effect on the date of such prepayment, on the amount of any principal prepayments. A prepayment penalty shall not be assessed on account of a payment made within 30 days preceding the maturity date.

**4. ESCROW REQUIREMENTS**

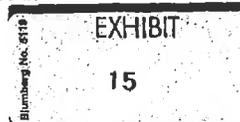
Borrower shall pay to the Bank on the day monthly payments are due, until the Note Debt is paid in full, a sum equal to one-twelfth of the following escrow items: (a) yearly taxes and assessments on the property which is subject to the mortgage securing this Note (hereinafter the "Property"); (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums on the Property; and (d) yearly mortgage insurance premiums, if any. The Bank may require escrow payments in an amount estimated on the basis of current data and reasonably estimated future escrow requirements. Escrow funds shall be held by the Bank and the Bank shall apply them to pay the escrow items. If the escrow funds held by the Bank exceed the amount required to pay the escrow items when due, the excess may, at the Bank's option, be credited to Borrower on future escrow obligations. If the amount of the escrow held by the Bank is not sufficient to pay the escrow items when due, Borrower shall pay to Bank any amount necessary to make up the deficiency in one or more payments as required by the Bank. The Bank shall not pay interest on escrow funds unless required by law. Upon payment in full of all sums owed pursuant to this Note and the Mortgage the Bank shall refund to Borrower any escrow funds held by the Bank. The Bank may waive Borrower's obligations under this paragraph 4, provided that the Bank may revoke such waiver if the Bank determines that its security is diminished by failure of the borrower to comply with this paragraph.

**5. LATE CHARGE**

The Bank shall charge and Borrower shall pay a "late charge" not to exceed 5% of each monthly payment (including escrow payments) more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments. If not paid, this late charge shall be added to the Note Debt.

**6. OTHER CHARGES**

If borrower is a participant in the Bank's Auto-Payback Program ("Program") and Borrower terminates or



fails to make payment of monthly payments to the Bank pursuant to the Program, the Bank shall charge and Borrower shall pay a processing fee not to exceed \$200.00. If not paid, this fee shall be added to the Note Debt.

#### 7. APPLICATION OF PAYMENTS

Unless applicable law provides otherwise, all payments received by the Bank under paragraphs 1 and 4 shall be applied: first, to late charges due; second, to processing fees due; third, to prepayment charges due; fourth, to interest due; fifth, to principal due; and last, to amounts payable under paragraph 4.

#### 8. TO REPAIR, MAINTAIN AND INSURE PREMISES, AND PAY TAXES

Borrower agrees to keep the building and other structures on the Property in good repair, free from liens and free from waste, refuse, pollutants, contaminants, or hazardous or toxic materials and to comply with local, state, and federal laws relating to condition of the Property and regulating waste, refuse, pollutants, contaminants, petroleum products, or hazardous or toxic materials; to pay all taxes, special and other assessments levied or assessed by virtue of any law and assessment now or hereafter in force upon or against said Property or against the Bank, upon this Note, the Note Debt, the Mortgage, or upon the Bank's interest in the Property arising by reason of the Mortgage; to pay all bills for repairs and any and all expenses incident to the ownership of the Property when due and payable, in order that no lien superior to that of the Bank may be created against the Property during the term of the Mortgage; to permit the Bank to inspect, test and monitor the Property at reasonable times and upon reasonable notice; and to exhibit upon demand, at the office of the Bank, all receipts for said taxes and assessments, and all bills; to keep buildings and improvements now existing or hereafter to be erected or placed on the Property constantly insured up to their full insurable value, in companies acceptable to the Bank, by policies of insurance providing fire loss coverage, extended coverage, and such other coverage as may be required by the Bank, including flood loss coverage; to deliver to the Bank the policies of insurance and their renewals when due in such form as the Bank may elect, which policies shall have attached thereto loss payable clauses in favor of and in form acceptable to the Bank. Each insurance company concerned is hereby authorized and directed to make payment for loss directly to the Bank; the insurance proceeds, or any part thereof, may be applied by the Bank at its option either to the reduction of the Note Debt or to the restoration or repair of the Property. In case of failure of the Borrower to satisfy Borrower's obligations under this paragraph 7, the Bank may take reasonable steps to preserve the value of the Property, may pay any tax or assessment, make and pay for repairs, procure the insurance, discharge any claim, lien or encumbrance, or purchase any tax certificate or title or claim against the Property, and all sums so paid shall be added to the principal portion of the Note Debt as of the first day of the then current month, and become a part of the Note Debt, with interest thereon at a rate of 1-1/2% per annum in excess of the contract rate. The Borrower shall repay upon demand any monies paid or disbursed by the Bank for any of said purposes, and the Bank shall have no duty to inquire as to the validity of any tax, assessment, tax title or other claim against the Property but the receipt of the proper officer, tax or assessment purchaser or release of claim shall be conclusive of the validity and the amount thereof.

#### 9. CONSENT REQUIRED TO TRANSFER

It is expressly understood and agreed that the Note Debt shall become due and payable forthwith, at the option of the Bank, if at any time during the term of this Note the Borrower shall sell, convey, transfer, or in any manner encumber the Property, or lease or rent for a period in excess of one year, or if either legal or equitable title shall vest in any person other than the Borrower in any manner and for any reason whatsoever, unless the consent in writing of the Bank, its successors or assigns, is first obtained. In the event of the approval by the Bank of any such transfer of title, the Bank shall make a service charge of 2% of the original principal balance due under this agreement which if not paid will be added to the principal portion of the Note Debt.

#### 10. CHANGE OF OWNERSHIP NOT TO RELEASE MORTGAGORS

In the event the ownership of the Property or any part thereof becomes vested in a person other than the Borrower, the Bank may, without notice to the Borrower, deal with such successor or successors in interest with reference to the Mortgage and the Note Debt in the same manner as with the Borrower, and may forbear to sue or may extend time for payment of the Note Debt without discharging or in any way affecting the liability of the Borrower for the Note Debt.

#### 11. OPTIONS OF BANK IN CASE OF DEFAULT

The happening of any one or more of the following events or conditions shall be a default hereunder, and upon the happening of any one or more of such events, or in case of default in any of the terms, conditions, or agreements of this Note or the Mortgage, the Bank may, at its option and without any notice or demand whatsoever, declare the entire Note Debt due and payable, and apply toward the payment of said Note

Debt any indebtedness of the Bank to the Borrower, and thereafter proceed by action at law or to foreclose the Mortgage or both: (a) upon default by the Borrower in any payment provided in this Note or the Mortgage; (b) upon the making of a contract or agreement by the Borrower or suffering anything to be done whereby anyone may acquire the right to place a lien, mortgage, or other encumbrance against the Property; (c) in case of the actual or threatened alteration, addition to, demolition, or removal of any building on the Property without the prior written consent of the Bank; (d) in case of any act done or suffered to be done by the Borrower, whereby the security effected or intended to be effected by this Note and the Mortgage is weakened, diminished or impaired; (e) upon the default by said Borrower in the performance of any one or more of the covenants and agreements contained in this Note or the Mortgage; (f) if Borrower becomes insolvent or if a suit, action or proceeding shall be instituted by or against the Borrower to adjudicate Borrower as a bankrupt or insolvent, or seeking composition, reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or other present or future statute, law, rule or regulation; (g) if a suit, action or proceeding shall be instituted by virtue of a subordinate lien or claim against the Property; or if any order, judgment or decree is entered against Borrower by a court of any jurisdiction in any way whatsoever arising out of this Note or the Mortgage; or (h) in case of discovery by the Bank of a material misrepresentation in the application. The Borrower hereby assigns to the Bank as additional cash collateral security all rents and profits derived from the Property and all escrow funds paid to the Bank pursuant to this Note. The Borrower does hereby appoint said Bank agent for the management of the Property; and the Bank shall at any time and without notice have the right to enter upon, take possession of, and manage the Property, including the right to hire and pay a property manager and to collect the rents of the Property, including those past due, directly from the occupants or past occupants of the Property, and bring or defend any action in connection with said premises, which appointment and rights the Bank may elect and exercise to accept in the event the Bank, in its sole discretion, determines there has been a default or breach of covenant by the Borrower. The failure on the part of the Bank to exercise any of its rights hereunder shall not be construed to prejudice its other rights or its right upon any other or subsequent default or breach of covenant. It shall not affect the liability of any maker included within the term Borrower if the Bank, with or without notice, accepts partial payments; releases, impairs or fails to realize upon collateral for the Note Debt; releases, agrees not to sue, or compromises a claim against any such maker; or renews or extends the term of this Note.

## 12. COSTS AND ATTORNEY'S FEES: INDEMNIFICATION

It is understood and agreed that said Borrower shall pay all costs and reasonable attorneys' fees as incurred or paid by the Bank in any suit, action or proceeding in which it may be a party, whether as a plaintiff or defendant or otherwise, by reason of being a party to this Note or the Mortgage, or incurred or paid by the Bank by reason of any dispute, issue, or claim arising out of this Note or the Mortgage, or the interest of the Bank in the Property. The Bank may, at its option, add said costs and fees to the principal portion of the Note Debt in the event of non-payment by the Borrower. Borrower shall indemnify the Bank and hold the Bank harmless from all loss, costs, expenses, claims, and liabilities, including litigation expenses and attorneys' fees, arising from hazardous or toxic materials on, in or about the Property or arising in any way from Borrower's use of the Property.

## 13. FORECLOSURE

Upon the filing of any complaint, or the filing of any action to foreclose the Mortgage in any court having jurisdiction, such court may, at any time and without notice to the Borrower or any party claiming under said Borrower, and without regard to the then value of the Property or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver to serve without bond, to take possession of the Property, with the authority and power to rent and lease the Property; to maintain the Property; to collect all rents and profits; and to pay expenses incurred for maintenance, utilities, and taxes during the pendency of such action until redemption or confirmation of sale. Monies received by said receiver shall be applied, in the discretion of the receiver, toward expenses incurred in administration, expenses incurred in management, costs of renting, maintenance, utilities and taxes, reasonable attorneys' fees, and the amount due the Bank. Upon foreclosure and sale of the Property, proceeds shall be applied as follows: (a) first, to expenses of advertising, selling and conveying the Property; to all moneys advanced for insurance, taxes and other liens or assessments and sums which have been expended in and about the preservation of the Property, and to all disbursements incurred by the Bank including but not limited to court costs, sheriff's and service fees, and costs of title expense, together with reasonable attorneys' fees; (b) second, to the principal portion of the Note Debt and the interest due up to the time of confirmation of such sale or payment, (c) third, the excess, if any, according to further order of the court. It shall not be the duty of the purchaser to see to the application of the purchase money. In case of payment of the Note Debt prior to the confirmation of sheriff's sale but after the filing of any complaint or any action to foreclose the Mortgage all costs and disbursements incurred, including but not limited to title costs, court costs, disbursements and expenses of such proceeding, and reasonable attorneys' fees shall be added to the Note Debt.

## 14. FORECLOSURE ELECTION

Notwithstanding anything to the contrary herein, the Borrower agrees that in the event of foreclosure, the

Bank may, at such time, waive judgment for any deficiency and proceed pursuant to the provisions of Section 846.103(2) of the Wisconsin Statutes, as they may apply to the Property.

#### 15. WARRANTIES AND REPRESENTATIONS

Borrower and the person signing on behalf of Borrower warrant that Borrower and the person signing on behalf of Borrower have authority and capacity to enter into this Note and the Mortgage; good right to sell, mortgage, or convey the Property; that the Property is free and clear from encumbrances, and Borrower warrants the title thereto against all persons whomsoever. Each person signing below on behalf of another warrants and represents that he or she has authority to act on the other's behalf, that his or her signature is sufficient to bind the other, and that he or she has disclosed to Bank the terms and extent of his or her authority. Borrower warrants and covenants that, to the best of Borrower's knowledge, there are no waste, refuse, pollutants, contaminants, toxic or hazardous materials on, in or about the property; and that, to the best of Borrower's knowledge, the Property and its past, existing, and future uses have not, do not, and will not violate any local, state or federal laws regulating environmental matters or petroleum products, waste, refuse, pollutants, hazardous materials, or toxic materials. The Bank may require Borrower to provide a rent roll, financial disclosures and financial statements at reasonable times and on reasonable notice. All such statements and disclosures shall be true and correct. Each maker included within the term Borrower has made an independent determination of the financial condition of all other makers, and the Bank has made no representations about the financial condition of any maker or about the collectability or enforceability of this Note.

#### 16. WAIVER

The Borrower waives notice of and consents to any and all extensions of this Note or any part thereof, without notice, and waives demand, presentment for payment, notice of non-payment and protest.

#### 17. SINGULAR INCLUDES PLURAL

If more than one promisor has executed this Note the term of "Borrower" and the use of the singular number herein shall be read and construed accordingly, and, if only one promisor has executed this Note, the use of the plural number herein shall be read and construed accordingly.

#### 18. NOTE AND MORTGAGE ONE CONTRACT

This Note is secured by the Mortgage to the Bank bearing even date herewith, and all of the terms and conditions of the Mortgage are hereby incorporated herein and made a part of this Note. If any clause or term herein is declared unconstitutional or in violation of Wisconsin Statutes or other applicable law, it shall not affect the validity of the remaining provisions of this Note.

Witness our hands and seals this day August 21, 2002.

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

Todd A Brunner, Married

MORTGAGE

8342038

DOCUMENT NUMBER

REGISTER'S OFFICE | SS  
Milwaukee County, WI  
RECORDED AT 8:57 AM  
09-06-2002

HEEL  
5407

RETURN TO MORTGAGEE AT:

WAUWATOSA SAVINGS BANK  
7500 W. STATE ST.  
WAUWATOSA, WI 53213

IGNATIUS J. NIENCZYK  
REGISTER OF DEEDS

AMOUNT 13.00

PARCEL ID NUMBER

(1) 248-0198-100-X (2) 329-0623-2

IMAGE  
0750

The undersigned Mortgagor(s): **Todd A Brunner, Married**

hereby mortgage(s) to WAUWATOSA SAVINGS BANK, a Wisconsin Corporation, Mortgagee, real estate in Milwaukee County, Wisconsin described as follows (hereinafter the "Property"):

Parcel 1: All of Lot 28 and the North 10 feet of Lot 27 in Block 9 in North Milwaukee Improvement Company's Subdivision No. 1, in the Southeast 1/4 of Section 2, in Township 7 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, excepting therefrom the East 3 feet for alley purposes. Also known as: 4280 N 48th St, Milwaukee, WI \*\*Parcel 2: Lot 3 and the South 1/2 of Lot 2 in Block 4 in Libon Grove, in the Southwest 1/4 of Section 14, Township 7 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin. Also, Lot 1 in Block 7 in Spring Park, being a part of the Southwest 1/4 of Section 14, in Township 7 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin. Also known as: 2473 N 57th St, Milwaukee, WI  
This covers non-homestead property.

including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or otherwise, and any other thing now or hereafter therein or thereon, including screens, window shades, storm doors and windows, floor coverings, screen doors, awnings, built-in stoves, and water heaters (all of which are fixtures and a part of said real estate whether physically attached thereto or not), together with the privileges, hereditaments, appurtenances and improvements now or hereafter belonging to or erected thereon, hereby releasing and waiving all rights under any homestead exemption laws and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein.

This mortgage is given to secure an indebtedness to the Mortgagee under a mortgage note in the amount of **Seventy Six Thousand One Hundred and no/100 Dollars (\$ 76,100.00 )** of even date, executed by the Mortgagors, which note is made a part hereof (hereinafter the "Note") and such additional sums subsequently advanced in accordance with and pursuant to the Note and all other indebtedness of Mortgagors to Mortgagee agreed by Mortgagors to be secured hereby. It is the intent hereof to secure payment of the Note whether the entire amount has been advanced to Mortgagors at the date hereof or is advanced at a later date, or having been advanced, has been repaid in part and further advances made at a later date. Nothing herein contained shall be considered as limiting the amount that shall be secured hereby when advanced to protect the Property, or in accordance with covenants contained in this mortgage and the Note.

The Mortgagors hereby assign to the Mortgagee as additional cash collateral security all rents and profits derived from the property and all escrow funds paid to Mortgagee pursuant to the Note. The Mortgagors hereby appoint said Mortgagee agent for the management of the Property, and the Mortgagee shall at any time and without notice have the right to enter upon, take possession of and manage the Property, including the right to hire and pay a property manager, and to collect the rents of the property, including those past due, directly from the occupants and past occupants of the Property, and bring or defend any actions in connection with the property, which appointment and rights the Mortgagee may elect to accept and exercise in the event the Mortgagee, in its sole discretion, determines there has been a default or breach of covenant by the Mortgagors. The Mortgagee may elect from time to time not to enforce some or all of the provisions of this paragraph. The Mortgagee may provide a copy hereof to the occupants and past occupants of the Property, and such copy shall be sufficient notice and evidence of the Mortgagee's right to collect rents directly from said occupants. Mortgagee consents to the appointment of a receiver by a court, without notice and without bond, to take possession of the Property, with authority and power to rent and lease the Property; to manage and maintain the Property, including hiring a property

2

manager; to collect all rents and profits; to terminate tenancies and evict occupants, or tenants in default; and to pay expenses incurred for maintenance, utilities, and taxes; and insurance; and with such other power and authority as granted by the Note and the court.

The Mortgagors agree that in the event of foreclosure, the Mortgagee may, at such time, waive judgment for any deficiency and proceed pursuant to the provisions of Sections 846.101 and 846.103(2) of the Wisconsin Statutes, as they may apply to the property.

In the event that the Property or any part thereof is sold, conveyed, transferred, encumbered, or leased for a term of more than one year, or in the event that either legal or equitable title vests in any persons other than the Mortgagor for any reason, the entire indebtedness pursuant to this mortgage and the Note shall become due and payable forthwith, at the option of the Mortgagee, without further notice.

If one person executes this mortgage, the term "Mortgagors" and the use of the plural number herein shall be read and construed accordingly.

IN WITNESS WHEREOF, the said Mortgagor(s) have executed and sealed this Instrument at Oak Creek, WI on August 21, 2002

[Signature] (Seal)

Todd A Brunner, Married

HEEL 51407 IMAGE 0751

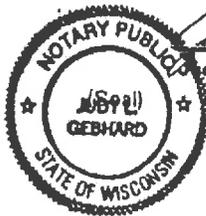
STATE OF WISCONSIN  
Milwaukee County

Personally came before me on August 21, 2002, the above named:  
**Todd A Brunner, Married**

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

This instrument was drafted by:

R. R. Perry for  
Wauwatosa Savings Bank



[Signature]  
Judy L Gebhard

Notary Public, Milwaukee State of Wisconsin  
My Commission Expires: February 28, 2004

**MORTGAGE NOTE**  
**(Non-owner Occupied) Short Term Note**

FOR VALUE RECEIVED, the undersigned makers, the Promisors and/or Mortgagors, hereinafter called BORROWER (whether one or more), promises and agrees as follows:

**1. TERMS OF REPAYMENT AND ADDITIONAL ADVANCES**

To pay to the order of WAUWATOSA SAVINGS BANK, Promisee and Mortgagee, a Corporation hereinafter called BANK, its successors and assigns, at its offices in Wauwatosa, Wisconsin, or such other place as may be designated by the holder of this Mortgage Note (hereinafter the "Note"), the principal sum of ~~One Hundred Thirty Thousand Seven Hundred and no/100~~ Dollars, (\$ ~~130,700.00~~ ), and such additional sums as may be subsequently advanced hereon to the Borrower by the Bank, together with interest thereon at the initial rate of ~~6.500~~ percent per annum, until the loan shall have been fully paid. Such principal and interest shall be due and payable in monthly installments of \$ ~~882.50~~ , on the first day of each and every month, commencing ~~March 1, 2003~~ . The entire balance shall be fully due and payable on ~~March 1, 2006~~ (the maturity date), unless Borrower fails to comply with all Borrower's obligations hereunder, in which event it shall become due prior thereto. It is intended that all provisions in this Note and the mortgage given as collateral security hereto (hereinafter the "Mortgage") comply with the provisions of Chapter 138 of the Wisconsin Statutes at the time of execution thereof, and to the extent not in compliance shall be superseded by the provisions of said statute. The principal sum, the interest thereon, and all other amounts payable by Borrower to Bank under this Note or under the Mortgage shall hereinafter be called the Note Debt.

**2. INTEREST ON UNPAID BALANCE**

Said interest shall be added to the total of the Note Debt as of the first day of each month at the annual rate of interest above provided, said interest calculation to be based upon the unpaid total of the Note Debt as of the close of business on the last day of each month.

**3. PREPAYMENT PROVISION**

The Bank may charge and Borrower shall pay 90 days interest of the contract rate in effect on the date of such prepayment, on the amount of any principal prepayments. A prepayment penalty shall not be assessed on account of a payment made within 30 days preceding the maturity date.

**4. ESCROW REQUIREMENTS**

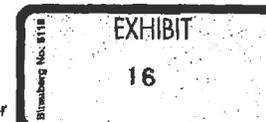
Borrower shall pay to the Bank on the day monthly payments are due, until the Note Debt is paid in full, a sum equal to one-twelfth of the following escrow items: (a) yearly taxes and assessments on the property which is subject to the mortgage securing this Note (hereinafter the "Property"); (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums on the Property; and (d) yearly mortgage insurance premiums, if any. The Bank may require escrow payments in an amount estimated on the basis of current data and reasonably estimated future escrow requirements. Escrow funds shall be held by the Bank and the Bank shall apply them to pay the escrow items. If the escrow funds held by the Bank exceed the amount required to pay the escrow items when due, the excess may, at the Bank's option, be credited to Borrower on future escrow obligations. If the amount of the escrow held by the Bank is not sufficient to pay the escrow items when due, Borrower shall pay to Bank any amount necessary to make up the deficiency in one or more payments as required by the Bank. The Bank shall not pay interest on escrow funds unless required by law. Upon payment in full of all sums owed pursuant to this Note and the Mortgage the Bank shall refund to Borrower any escrow funds held by the Bank. The Bank may waive Borrower's obligations under this paragraph 4, provided that the Bank may revoke such waiver if the Bank determines that its security is diminished by failure of the borrower to comply with this paragraph.

**5. LATE CHARGE**

The Bank shall charge and Borrower shall pay a "late charge" not to exceed 5% of each monthly payment (including escrow payments) more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments. If not paid, this late charge shall be added to the Note Debt.

**6. OTHER CHARGES**

If borrower is a participant in the Bank's Auto-Payback Program ("Program") and Borrower terminates or



fails to make payment of monthly payments to the Bank pursuant to the Program, the Bank shall charge and Borrower shall pay a processing fee not to exceed \$200.00. If not paid, this fee shall be added to the Note Debt.

#### 7. APPLICATION OF PAYMENTS

Unless applicable law provides otherwise, all payments received by the Bank under paragraphs 1 and 4 shall be applied: first, to late charges due; second, to processing fees due; third, to prepayment charges due; fourth, to interest due; fifth, to principal due; and last, to amounts payable under paragraph 4.

#### 8. TO REPAIR, MAINTAIN AND INSURE PREMISES, AND PAY TAXES

Borrower agrees to keep the building and other structures on the Property in good repair, free from liens and free from waste, refuse, pollutants, contaminants, or hazardous or toxic materials and to comply with local, state, and federal laws relating to condition of the Property and regulating waste, refuse, pollutants, contaminants, petroleum products, or hazardous or toxic materials; to pay all taxes, special and other assessments levied or assessed by virtue of any law and assessment now or hereafter in force upon or against said Property or against the Bank, upon this Note, the Note Debt, the Mortgage, or upon the Bank's interest in the Property arising by reason of the Mortgage; to pay all bills for repairs and any and all expenses incident to the ownership of the Property when due and payable, in order that no lien superior to that of the Bank may be created against the Property during the term of the Mortgage; to permit the Bank to inspect, test and monitor the Property at reasonable times and upon reasonable notice; and to exhibit upon demand, at the office of the Bank, all receipts for said taxes and assessments, and all bills; to keep buildings and improvements now existing or hereafter to be erected or placed on the Property constantly insured up to their full insurable value, in companies acceptable to the Bank, by policies of insurance providing fire loss coverage, extended coverage, and such other coverage as may be required by the Bank, including flood loss coverage; to deliver to the Bank the policies of insurance and their renewals when due in such form as the Bank may elect, which policies shall have attached thereto loss payable clauses in favor of and in form acceptable to the Bank. Each insurance company concerned is hereby authorized and directed to make payment for loss directly to the Bank; the insurance proceeds, or any part thereof, may be applied by the Bank at its option either to the reduction of the Note Debt or to the restoration or repair of the Property. In case of failure of the Borrower to satisfy Borrower's obligations under this paragraph 7, the Bank may take reasonable steps to preserve the value of the Property, may pay any tax or assessment, make and pay for repairs, procure the insurance, discharge any claim, lien or encumbrance, or purchase any tax certificate or title or claim against the Property, and all sums so paid shall be added to the principal portion of the Note Debt as of the first day of the then current month, and become a part of the Note Debt, with interest thereon at a rate of 1-1/2% per annum in excess of the contract rate. The Borrower shall repay upon demand any monies paid or disbursed by the Bank for any of said purposes, and the Bank shall have no duty to inquire as to the validity of any tax, assessment, tax title or other claim against the Property but the receipt of the proper officer, tax or assessment purchaser or release of claim shall be conclusive of the validity and the amount thereof.

#### 9. CONSENT REQUIRED TO TRANSFER

It is expressly understood and agreed that the Note Debt shall become due and payable forthwith, at the option of the Bank, if at any time during the term of this Note the Borrower shall sell, convey, transfer, or in any manner encumber the Property, or lease or rent for a period in excess of one year, or if either legal or equitable title shall vest in any person other than the Borrower in any manner and for any reason whatsoever, unless the consent in writing of the Bank, its successors or assigns, is first obtained. In the event of the approval by the Bank of any such transfer of title, the Bank shall make a service charge of 2% of the original principal balance due under this agreement which if not paid will be added to the principal portion of the Note Debt.

#### 10. CHANGE OF OWNERSHIP NOT TO RELEASE MORTGAGORS

In the event the ownership of the Property or any part thereof becomes vested in a person other than the Borrower, the Bank may, without notice to the Borrower, deal with such successor or successors in interest with reference to the Mortgage and the Note Debt in the same manner as with the Borrower, and may forbear to sue or may extend time for payment of the Note Debt without discharging or in any way affecting the liability of the Borrower for the Note Debt.

#### 11. OPTIONS OF BANK IN CASE OF DEFAULT

The happening of any one or more of the following events or conditions shall be a default hereunder, and upon the happening of any one or more of such events, or in case of default in any of the terms, conditions, or agreements of this Note or the Mortgage, the Bank may, at its option and without any notice or demand whatsoever, declare the entire Note Debt due and payable, and apply toward the payment of said Note

Debt any indebtedness of the Bank to the Borrower, and thereafter proceed by action at law or to foreclose the Mortgage or both: (a) upon default by the Borrower in any payment provided in this Note or the Mortgage; (b) upon the making of a contract or agreement by the Borrower or suffering anything to be done whereby anyone may acquire the right to place a lien, mortgage, or other encumbrance against the Property; (c) in case of the actual or threatened alteration, addition to, demolition, or removal of any building on the Property without the prior written consent of the Bank; (d) in case of any act done or suffered to be done by the Borrower, whereby the security effected or intended to be effected by this Note and the Mortgage is weakened, diminished or impaired; (e) upon the default by said Borrower in the performance of any one or more of the covenants and agreements contained in this Note or the Mortgage; (f) if Borrower becomes insolvent or if a suit, action or proceeding shall be instituted by or against the Borrower to adjudicate Borrower as a bankrupt or insolvent, or seeking composition, reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or other present or future statute, law, rule or regulation; (g) if a suit, action or proceeding shall be instituted by virtue of a subordinate lien or claim against the Property; or if any order, judgment or decree is entered against Borrower by a court of any jurisdiction in any way whatsoever arising out of this Note or the Mortgage; or (h) in case of discovery by the Bank of a material misrepresentation in the application. The Borrower hereby assigns to the Bank as additional cash collateral security all rents and profits derived from the Property and all escrow funds paid to the Bank pursuant to this Note. The Borrower does hereby appoint said Bank agent for the management of the Property; and the Bank shall at any time and without notice have the right to enter upon, take possession of, and manage the Property, including the right to hire and pay a property manager and to collect the rents of the Property, including those past due, directly from the occupants or past occupants of the Property, and bring or defend any action in connection with said premises, which appointment and rights the Bank may elect and exercise to accept in the event the Bank, in its sole discretion, determines there has been a default or breach of covenant by the Borrower. The failure on the part of the Bank to exercise any of its rights hereunder shall not be construed to prejudice its other rights or its right upon any other or subsequent default or breach of covenant. It shall not affect the liability of any maker included within the term Borrower if the Bank, with or without notice, accepts partial payments; releases, impairs or fails to realize upon collateral for the Note Debt; releases, agrees not to sue, or compromises a claim against any such maker; or renews or extends the term of this Note.

## 12. COSTS AND ATTORNEY'S FEES: INDEMNIFICATION

It is understood and agreed that said Borrower shall pay all costs and reasonable attorneys' fees as incurred or paid by the Bank in any suit, action or proceeding in which it may be a party, whether as a plaintiff or defendant or otherwise, by reason of being a party to this Note or the Mortgage, or incurred or paid by the Bank by reason of any dispute, issue, or claim arising out of this Note or the Mortgage, or the interest of the Bank in the Property. The Bank may, at its option, add said costs and fees to the principal portion of the Note Debt in the event of non-payment by the Borrower. Borrower shall indemnify the Bank and hold the Bank harmless from all loss, costs, expenses, claims, and liabilities, including litigation expenses and attorneys' fees, arising from hazardous or toxic materials on, in or about the Property or arising in any way from Borrower's use of the Property.

## 13. FORECLOSURE

Upon the filing of any complaint, or the filing of any action to foreclose the Mortgage in any court having jurisdiction, such court may, at any time and without notice to the Borrower or any party claiming under said Borrower, and without regard to the then value of the Property or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver to serve without bond, to take possession of the Property, with the authority and power to rent and lease the Property; to maintain the Property, to collect all rents and profits; and to pay expenses incurred for maintenance, utilities, and taxes during the pendency of such action until redemption or confirmation of sale. Monies received by said receiver shall be applied, in the discretion of the receiver, toward expenses incurred in administration, expenses incurred in management, costs of renting, maintenance, utilities and taxes, reasonable attorneys' fees, and the amount due the Bank. Upon foreclosure and sale of the Property, proceeds shall be applied as follows: (a) first, to expenses of advertising, selling and conveying the Property; to all moneys advanced for insurance, taxes and other liens or assessments and sums which have been expended in and about the preservation of the Property, and to all disbursements incurred by the Bank including but not limited to court costs, sheriff's and service fees, and costs of title expense, together with reasonable attorneys' fees; (b) second, to the principal portion of the Note Debt and the interest due up to the time of confirmation of such sale or payment, (c) third, the excess, if any, according to further order of the court. It shall not be the duty of the purchaser to see to the application of the purchase money. In case of payment of the Note Debt prior to the confirmation of sheriff's sale but after the filing of any complaint or any action to foreclose the Mortgage all costs and disbursements incurred, including but not limited to title costs, court costs, disbursements and expenses of such proceeding, and reasonable attorneys' fees shall be added to the Note Debt.

## 14. FORECLOSURE ELECTION

Notwithstanding anything to the contrary herein, the Borrower agrees that in the event of foreclosure, the

Bank may, at such time, waive judgment for any deficiency and proceed pursuant to the provisions of Section 846.103(2) of the Wisconsin Statutes, as they may apply to the Property.

#### 15. WARRANTIES AND REPRESENTATIONS

Borrower and the person signing on behalf of Borrower warrant that Borrower and the person signing on behalf of Borrower have authority and capacity to enter into this Note and the Mortgage; good right to sell, mortgage, or convey the Property; that the Property is free and clear from encumbrances, and Borrower warrants the title thereto against all persons whomsoever. Each person signing below on behalf of another warrants and represents that he or she has authority to act on the other's behalf, that his or her signature is sufficient to bind the other, and that he or she has disclosed to Bank the terms and extent of his or her authority. Borrower warrants and covenants that, to the best of Borrower's knowledge, there are no waste, refuse, pollutants, contaminants, toxic or hazardous materials on, in or about the property; and that, to the best of Borrower's knowledge, the Property and its past, existing, and future uses have not, do not, and will not violate any local, state or federal laws regulating environmental matters or petroleum products, waste, refuse, pollutants, hazardous materials, or toxic materials. The Bank may require Borrower to provide a rent roll, financial disclosures and financial statements at reasonable times and on reasonable notice. All such statements and disclosures shall be true and correct. Each maker included within the term Borrower has made an independent determination of the financial condition of all other makers, and the Bank has made no representations about the financial condition of any maker or about the collectability or enforceability of this Note.

#### 16. WAIVER

The Borrower waives notice of and consents to any and all extensions of this Note or any part thereof, without notice, and waives demand, presentment for payment, notice of non-payment and protest.

#### 17. SINGULAR INCLUDES PLURAL

If more than one promisor has executed this Note the term of "Borrower" and the use of the singular number herein shall be read and construed accordingly, and, if only one promisor has executed this Note, the use of the plural number herein shall be read and construed accordingly.

#### 18. NOTE AND MORTGAGE ONE CONTRACT

This Note is secured by the Mortgage to the Bank bearing even date herewith, and all of the terms and conditions of the Mortgage are hereby incorporated herein and made a part of this Note. If any clause or term herein is declared unconstitutional or in violation of Wisconsin Statutes or other applicable law, it shall not affect the validity of the remaining provisions of this Note.

Witness our hands and seals this day February 3, 2003.

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

Todd A Brunner, Married



**MORTGAGE**

DOCUMENT NUMBER

RETURN TO MORTGAGEE AT:

WAUWATOSA SAVINGS BANK  
7500 W. STATE ST.  
WAUWATOSA, WI 53213

PARCEL ID NUMBER

(1) 504-0822-6 (2) 328-0362-7  
(3) 307-1118-8

DOC #  
8491204

REGISTER'S OFFICE 1 SS  
Milwaukee County, WI

RECORDED AT 9:53 AM

84-04-2003

JOHN LA FAYE  
REGISTER OF DEEDS

AMOUNT 15.00

REEL

5554

PAGE

1711

The undersigned Mortgagor(s):

Loan Number:

Todd A Brunner, Married

hereby mortgage(s) to WAUWATOSA SAVINGS BANK, a Wisconsin Corporation, Mortgagee, real estate in Milwaukee County, Wisconsin described as follows (hereinafter the "Property"):

SEE ATTACHED FOR LEGAL DESCRIPTION. THIS COVERS NON-HOMESTEAD PROPERTY AS TO PARCELS 1, 2, AND 3.

including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or otherwise, and any other thing now or hereafter therein or thereon, including screens, window shades, storm doors and windows, floor coverings, screen doors, awnings, built-in stoves, and water heaters (all of which are fixtures and a part of said real estate whether physically attached thereto or not), together with the privileges, hereditaments, appurtenances and improvements now or hereafter belonging to or erected thereon, hereby releasing and waiving all rights under any homestead exemption laws and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein.

This mortgage is given to secure an indebtedness to the Mortgagee under a mortgage note in the amount of One Hundred Thirty Thousand Seven Hundred and no/100 Dollars (\$ 130,700.00 ) of even date, executed by the Mortgagors, which note is made a part hereof (hereinafter the "Note") and such additional sums subsequently advanced in accordance with and pursuant to the Note and all other indebtedness of Mortgagors to Mortgagee agreed by Mortgagors to be secured hereby. It is the intent hereof to secure payment of the Note whether the entire amount has been advanced to Mortgagors at the date hereof or is advanced at a later date, or having been advanced, has been repaid in part and further advances made at a later date. Nothing herein contained shall be considered as limiting the amount that shall be secured hereby when advanced to protect the Property, or in accordance with covenants contained in this mortgage and the Note.

The Mortgagors hereby assign to the Mortgagee as additional cash collateral security all rents and profits derived from the property and all escrow funds paid to Mortgagee pursuant to the Note. The Mortgagors hereby appoint said Mortgagee agent for the management of the Property, and the Mortgagee shall at any time and without notice have the right to enter upon, take possession of and manage the Property, including the right to hire and pay a property manager, and to collect the rents of the property, including those past due, directly from the occupants and past occupants of the Property, and bring or defend any actions in connection with the property, which appointment and rights the Mortgagee may elect to accept and exercise in the event the Mortgagee, in its sole discretion, determines there has been a default or breach of covenant by the Mortgagors. The Mortgagee may elect from time to time not to enforce some or all of the provisions of this paragraph. The Mortgagee may provide a copy hereof to the occupants and past occupants of the Property, and such copy shall be sufficient notice and evidence of the Mortgagee's right to collect rents directly from said occupants. Mortgagee consents to the appointment of a receiver by a court, without notice and without bond, to take possession of the Property, with authority and power to rent and lease the Property; to manage and maintain the Property, including hiring a property

3

manager; to collect all rents and profits; to terminate tenancies and evict occupants, or tenants in default; and to pay expenses incurred for maintenance, utilities, and taxes, and insurance; and with such other power and authority as granted by the Note and the court.

The Mortgagors agree that in the event of foreclosure, the Mortgagee may, at such time, waive judgment for any deficiency and proceed pursuant to the provisions of Sections 846.101 and 846.103(2) of the Wisconsin Statutes, as they may apply to the property.

In the event that the Property or any part thereof is sold, conveyed, transferred, encumbered, or leased for a term of more than one year, or in the event that either legal or equitable title vests in any persons other than the Mortgagor for any reason, the entire indebtedness pursuant to this mortgage and the Note shall become due and payable forthwith, at the option of the Mortgagee, without further notice.

If one person executes this mortgage, the term "Mortgagors" and the use of the plural number herein shall be read and construed accordingly.

IN WITNESS WHEREOF, the said Mortgagor(s) have executed and sealed this Instrument at Oak Creek, WI on February 3, 2003

[Signature]  
(Seal)  
Todd A Brunner, Married

REEL 5554 IMAGE 1712

STATE OF WISCONSIN  
Milwaukee County

Personally came before me on February 3, 2003, the above named:  
Todd A Brunner, Married

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

This instrument was drafted by:

R. R. Perry for  
Wauwatosa Savings Bank

[Signature]  
Brian Berg  
(Seal) Notary Public, Milwaukee State of Wisconsin  
My Commission Expires: December 24, 2008



Handwritten initials or mark.

LEGAL DEPARTMENT  
BRUNNER

Parcel 1

The East 97 feet of Lot 13 in Block 27 in Henry Mann's Subdivision of a part of the Southeast 1/4 of Section 9, in Township 6 North, Range 22 East, and of Blocks 28 and 35 in Mann's Third Subdivision in the City of Milwaukee, Milwaukee County, Wisconsin.

For information Only:  
2991 S. Herman Street  
Milwaukee, WI  
Tax Key No.: 504-0822-6

Parcel 2

Lot 35, in Block 2, in Beaumonds, being part of the Southeast 1/4 of Section 14, in Township 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

For information Only:  
2653 North 50th Street  
Milwaukee, WI  
Tax Key No.: 328-0362-7

Parcel 3

Lot 3, in Block 12 in Vernon Heights Continuation being a Resubdivision of Block 9 and Lot 1, in Block 8 in Vernon Heights, and being also a Subdivision of a part of the Northeast 1/4 of Section 14, in Township 7 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, Wisconsin.

For information Only:  
2868 North 46th Street  
Milwaukee, WI  
Tax Key No.: 307-1118-8

REEL

5554

IMAGE

1713

POOR-QUALITY DOCUMENT RECEIVED FOR RECORDING

**MORTGAGE NOTE**  
**(Non-owner Occupied) Short Term Note**

FOR VALUE RECEIVED, the undersigned makers, the Promisors and/or Mortgagors, hereinafter called BORROWER (whether one or more), promises and agrees as follows:

**1. TERMS OF REPAYMENT AND ADDITIONAL ADVANCES**

To pay to the order of WAUWATOSA SAVINGS BANK, Promisee and Mortgagee, a Corporation hereinafter called BANK, its successors and assigns, at its offices in Wauwatosa, Wisconsin, or such other place as may be designated by the holder of this Mortgage Note (hereinafter the "Note"), the principal sum of ~~Eighty Four Thousand Seven Hundred and no/100~~ Dollars, (\$ ~~84,700.00~~ ), and such additional sums as may be subsequently advanced hereon to the Borrower by the Bank, together with interest thereon at the initial rate of ~~6.000~~ percent per annum, until the loan shall have been fully paid. Such principal and interest shall be due and payable in monthly installments of \$ ~~507.82~~ , on the first day of each and every month, commencing ~~August 1, 2003~~ August 1, 2006 . The entire balance shall be fully due and payable on ~~August 1, 2006~~ August 1, 2006 (the maturity date), unless Borrower fails to comply with all Borrower's obligations hereunder, in which event it shall become due prior thereto. It is intended that all provisions in this Note and the mortgage given as collateral security hereto (hereinafter the "Mortgage") comply with the provisions of Chapter 138 of the Wisconsin Statutes at the time of execution thereof, and to the extent not in compliance shall be superseded by the provisions of said statute. The principal sum, the interest thereon, and all other amounts payable by Borrower to Bank under this Note or under the Mortgage shall hereinafter be called the Note Debt.

**2. INTEREST ON UNPAID BALANCE**

Said interest shall be added to the total of the Note Debt as of the first day of each month at the annual rate of interest above provided, said interest calculation to be based upon the unpaid total of the Note Debt as of the close of business on the last day of each month.

**3. PREPAYMENT PROVISION**

The Bank may charge and Borrower shall pay 90 days interest of the contract rate in effect on the date of such prepayment, on the amount of any principal prepayments. A prepayment penalty shall not be assessed on account of a payment made within 30 days preceding the maturity date.

**4. ESCROW REQUIREMENTS**

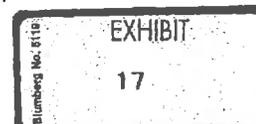
Borrower shall pay to the Bank on the day monthly payments are due, until the Note Debt is paid in full, a sum equal to one-twelfth of the following escrow items: (a) yearly taxes and assessments on the property which is subject to the mortgage securing this Note (hereinafter the "Property"); (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums on the Property; and (d) yearly mortgage insurance premiums, if any. The Bank may require escrow payments in an amount estimated on the basis of current data and reasonably estimated future escrow requirements. Escrow funds shall be held by the Bank and the Bank shall apply them to pay the escrow items. If the escrow funds held by the Bank exceed the amount required to pay the escrow items when due, the excess may, at the Bank's option, be credited to Borrower on future escrow obligations. If the amount of the escrow held by the Bank is not sufficient to pay the escrow items when due, Borrower shall pay to Bank any amount necessary to make up the deficiency in one or more payments as required by the Bank. The Bank shall not pay interest on escrow funds unless required by law. Upon payment in full of all sums owed pursuant to this Note and the Mortgage the Bank shall refund to Borrower any escrow funds held by the Bank. The Bank may waive Borrower's obligations under this paragraph 4, provided that the Bank may revoke such waiver if the Bank determines that its security is diminished by failure of the borrower to comply with this paragraph.

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The Bank shall charge and Borrower shall pay a "late charge" not to exceed 5% of each monthly payment (including escrow payments) more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments. If not paid, this late charge shall be added to the Note Debt.

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If borrower is a participant in the Bank's Auto-Payback Program ("Program") and Borrower terminates or



fails to make payment of monthly payments to the Bank pursuant to the Program, the Bank shall charge and Borrower shall pay a processing fee not to exceed \$200.00. If not paid, this fee shall be added to the Note Debt.

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#### 8. TO REPAIR, MAINTAIN AND INSURE PREMISES, AND PAY TAXES

Borrower agrees to keep the building and other structures on the Property in good repair, free from liens and free from waste, refuse, pollutants, contaminants, or hazardous or toxic materials and to comply with local, state, and federal laws relating to condition of the Property and regulating waste, refuse, pollutants, contaminants, petroleum products, or hazardous or toxic materials; to pay all taxes, special and other assessments levied or assessed by virtue of any law and assessment now or hereafter in force upon or against said Property or against the Bank, upon this Note, the Note Debt, the Mortgage, or upon the Bank's interest in the Property arising by reason of the Mortgage; to pay all bills for repairs and any and all expenses incident to the ownership of the Property when due and payable, in order that no lien superior to that of the Bank may be created against the Property during the term of the Mortgage; to permit the Bank to inspect, test and monitor the Property at reasonable times and upon reasonable notice; and to exhibit upon demand, at the office of the Bank, all receipts for said taxes and assessments, and all bills; to keep buildings and improvements now existing or hereafter to be erected or placed on the Property constantly insured up to their full insurable value, in companies acceptable to the Bank, by policies of insurance providing fire loss coverage, extended coverage, and such other coverage as may be required by the Bank, including flood loss coverage; to deliver to the Bank the policies of insurance and their renewals when due in such form as the Bank may elect, which policies shall have attached thereto loss payable clauses in favor of and in form acceptable to the Bank. Each insurance company concerned is hereby authorized and directed to make payment for loss directly to the Bank; the insurance proceeds, or any part thereof, may be applied by the Bank at its option either to the reduction of the Note Debt or to the restoration or repair of the Property. In case of failure of the Borrower to satisfy Borrower's obligations under this paragraph 7, the Bank may take reasonable steps to preserve the value of the Property, may pay any tax or assessment, make and pay for repairs, procure the insurance, discharge any claim, lien or encumbrance, or purchase any tax certificate or title or claim against the Property, and all sums so paid shall be added to the principal portion of the Note Debt as of the first day of the then current month, and become a part of the Note Debt, with interest thereon at a rate of 1-1/2% per annum in excess of the contract rate. The Borrower shall repay upon demand any monies paid or disbursed by the Bank for any of said purposes, and the Bank shall have no duty to inquire as to the validity of any tax, assessment, tax title or other claim against the Property but the receipt of the proper officer, tax or assessment purchaser or release of claim shall be conclusive of the validity and the amount thereof.

#### 9. CONSENT REQUIRED TO TRANSFER

It is expressly understood and agreed that the Note Debt shall become due and payable forthwith, at the option of the Bank, if at any time during the term of this Note the Borrower shall sell, convey, transfer, or in any manner encumber the Property, or lease or rent for a period in excess of one year, or if either legal or equitable title shall vest in any person other than the Borrower in any manner and for any reason whatsoever, unless the consent in writing of the Bank, its successors or assigns, is first obtained. In the event of the approval by the Bank of any such transfer of title, the Bank shall make a service charge of 2% of the original principal balance due under this agreement which if not paid will be added to the principal portion of the Note Debt.

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#### 11. OPTIONS OF BANK IN CASE OF DEFAULT

The happening of any one or more of the following events or conditions shall be a default hereunder, and upon the happening of any one or more of such events, or in case of default in any of the terms, conditions, or agreements of this Note or the Mortgage, the Bank may, at its option and without any notice or demand whatsoever, declare the entire Note Debt due and payable, and apply toward the payment of said Note

Debt any indebtedness of the Bank to the Borrower, and thereafter proceed by action at law or to foreclose the Mortgage or both: (a) upon default by the Borrower in any payment provided in this Note or the Mortgage; (b) upon the making of a contract or agreement by the Borrower or suffering anything to be done whereby anyone may acquire the right to place a lien, mortgage, or other encumbrance against the Property; (c) in case of the actual or threatened alteration, addition to, demolition, or removal of any building on the Property without the prior written consent of the Bank; (d) in case of any act done or suffered to be done by the Borrower, whereby the security effected or intended to be effected by this Note and the Mortgage is weakened, diminished or impaired; (e) upon the default by said Borrower in the performance of any one or more of the covenants and agreements contained in this Note or the Mortgage; (f) if Borrower becomes insolvent or if a suit, action or proceeding shall be instituted by or against the Borrower to adjudicate Borrower as a bankrupt or insolvent, or seeking composition, reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or other present or future statute, law, rule or regulation; (g) if a suit, action or proceeding shall be instituted by virtue of a subordinate lien or claim against the Property; or if any order, judgment or decree is entered against Borrower by a court of any jurisdiction in any way whatsoever arising out of this Note or the Mortgage; or (h) in case of discovery by the Bank of a material misrepresentation in the application. The Borrower hereby assigns to the Bank as additional cash collateral security all rents and profits derived from the Property and all escrow funds paid to the Bank pursuant to this Note. The Borrower does hereby appoint said Bank agent for the management of the Property; and the Bank shall at any time and without notice have the right to enter upon, take possession of, and manage the Property, including the right to hire and pay a property manager and to collect the rents of the Property, including those past due, directly from the occupants or past occupants of the Property, and bring or defend any action in connection with said premises, which appointment and rights the Bank may elect and exercise to accept in the event the Bank, in its sole discretion, determines there has been a default or breach of covenant by the Borrower. The failure on the part of the Bank to exercise any of its rights hereunder shall not be construed to prejudice its other rights or its right upon any other or subsequent default or breach of covenant. It shall not affect the liability of any maker included within the term Borrower if the Bank, with or without notice, accepts partial payments; releases, impairs or fails to realize upon collateral for the Note Debt; releases, agrees not to sue, or compromises a claim against any such maker; or renews or extends the term of this Note.

#### 12. COSTS AND ATTORNEY'S FEES: INDEMNIFICATION

It is understood and agreed that said Borrower shall pay all costs and reasonable attorneys' fees as incurred or paid by the Bank in any suit, action or proceeding in which it may be a party, whether as a plaintiff or defendant or otherwise, by reason of being a party to this Note or the Mortgage, or incurred or paid by the Bank by reason of any dispute, issue, or claim arising out of this Note or the Mortgage, or the interest of the Bank in the Property. The Bank may, at its option, add said costs and fees to the principal portion of the Note Debt in the event of non-payment by the Borrower. Borrower shall indemnify the Bank and hold the Bank harmless from all loss, costs, expenses, claims, and liabilities, including litigation expenses and attorneys' fees, arising from hazardous or toxic materials on, in or about the Property or arising in any way from Borrower's use of the Property.

#### 13. FORECLOSURE

Upon the filing of any complaint, or the filing of any action to foreclose the Mortgage in any court having jurisdiction, such court may, at any time and without notice to the Borrower or any party claiming under said Borrower, and without regard to the then value of the Property or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver to serve without bond, to take possession of the Property, with the authority and power to rent and lease the Property; to maintain the Property, to collect all rents and profits; and to pay expenses incurred for maintenance, utilities, and taxes during the pendency of such action until redemption or confirmation of sale. Monies received by said receiver shall be applied, in the discretion of the receiver, toward expenses incurred in administration, expenses incurred in management, costs of renting, maintenance, utilities and taxes, reasonable attorneys' fees, and the amount due the Bank. Upon foreclosure and sale of the Property, proceeds shall be applied as follows: (a) first, to expenses of advertising, selling and conveying the Property; to all moneys advanced for insurance, taxes and other liens or assessments and sums which have been expended in and about the preservation of the Property, and to all disbursements incurred by the Bank including but not limited to court costs, sheriffs and service fees, and costs of title expense, together with reasonable attorneys' fees; (b) second, to the principal portion of the Note Debt and the interest due up to the time of confirmation of such sale or payment, (c) third, the excess, if any, according to further order of the court. It shall not be the duty of the purchaser to see to the application of the purchase money. In case of payment of the Note Debt prior to the confirmation of sheriff's sale but after the filing of any complaint or any action to foreclose the Mortgage all costs and disbursements incurred, including but not limited to title costs, court costs, disbursements and expenses of such proceeding, and reasonable attorneys' fees shall be added to the Note Debt.

#### 14. FORECLOSURE ELECTION

Notwithstanding anything to the contrary herein, the Borrower agrees that in the event of foreclosure, the

Bank may, at such time, waive judgment for any deficiency and proceed pursuant to the provisions of Section 846.103(2) of the Wisconsin Statutes, as they may apply to the Property.

#### 15. WARRANTIES AND REPRESENTATIONS

Borrower and the person signing on behalf of Borrower warrant that Borrower and the person signing on behalf of Borrower have authority and capacity to enter into this Note and the Mortgage; good right to sell, mortgage, or convey the Property; that the Property is free and clear from encumbrances, and Borrower warrants the title thereto against all persons whomsoever. Each person signing below on behalf of another warrants and represents that he or she has authority to act on the other's behalf, that his or her signature is sufficient to bind the other, and that he or she has disclosed to Bank the terms and extent of his or her authority. Borrower warrants and covenants that, to the best of Borrower's knowledge, there are no waste, refuse, pollutants, contaminants, toxic or hazardous materials on, in or about the property; and that, to the best of Borrower's knowledge, the Property and its past, existing, and future uses have not, do not, and will not violate any local, state or federal laws regulating environmental matters or petroleum products, waste, refuse, pollutants, hazardous materials, or toxic materials. The Bank may require Borrower to provide a rent roll, financial disclosures and financial statements at reasonable times and on reasonable notice. All such statements and disclosures shall be true and correct. Each maker included within the term Borrower has made an independent determination of the financial condition of all other makers, and the Bank has made no representations about the financial condition of any maker or about the collectability or enforceability of this Note.

#### 16. WAIVER

The Borrower waives notice of and consents to any and all extensions of this Note or any part thereof, without notice, and waives demand, presentment for payment, notice of non-payment and protest.

#### 17. SINGULAR INCLUDES PLURAL

If more than one promisor has executed this Note the term of "Borrower" and the use of the singular number herein shall be read and construed accordingly, and, if only one promisor has executed this Note, the use of the plural number herein shall be read and construed accordingly.

#### 18. NOTE AND MORTGAGE ONE CONTRACT

This Note is secured by the Mortgage to the Bank bearing even date herewith, and all of the terms and conditions of the Mortgage are hereby incorporated herein and made a part of this Note. If any clause or term herein is declared unconstitutional or in violation of Wisconsin Statutes or other applicable law, it shall not affect the validity of the remaining provisions of this Note.

Witness our hands and seals this day July 23, 2003 .

  
(Seal)  
Todd Brunner, Married

**MORTGAGE**

DOCUMENT NUMBER
RETURN TO MORTGAGEE AT: WAUWATOSA SAVINGS BANK 7500 W. STATE ST. WAUWATOSA, WI 53213
PARCEL ID NUMBER  (1) 176-0427-6 (2) 225-0607-0

DOC. #  
8679120

REGISTER'S OFFICE 1 SS  
Milwaukee County, WI

RECORDED AT 2:30 PM

11-12-2003

JOHN LA FAYE  
REGISTER OF DEEDS

AMOUNT 15.00

REEL  
5709

IMAGE  
5714

The undersigned Mortgagor(s): **Loan Number:**  
**Todd Brunner, Married**

hereby mortgage(s) to WAUWATOSA SAVINGS BANK, a Wisconsin Corporation, Mortgagee, real estate in Milwaukee County, Wisconsin described as follows (hereinafter the "Property"):

**\*\*SEE LEGAL ATTACHED\*\*  
THIS MORTGAGE COVERS NON-HOMESTEAD PROPERTY.**

including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or otherwise, and any other thing now or hereafter therein or thereon, including screens, window shades, storm doors and windows, floor coverings, screen doors, awnings, built-in stoves, and water heaters (all of which are fixtures and a part of said real estate whether physically attached thereto or not), together with the privileges, hereditaments, appurtenances and improvements now or hereafter belonging to or erected thereon, hereby releasing and waiving all rights under any homestead exemption laws and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein.

This mortgage is given to secure an indebtedness to the Mortgagee under a mortgage note in the amount of **Eighty Four Thousand Seven Hundred and no/100** Dollars (\$ **84,700.00** ) of even date, executed by the Mortgagors, which note is made a part hereof (hereinafter the "Note") and such additional sums subsequently advanced in accordance with and pursuant to the Note and all other indebtedness of Mortgagors to Mortgagee agreed by Mortgagors to be secured hereby. It is the intent hereof to secure payment of the Note whether the entire amount has been advanced to Mortgagors at the date hereof or is advanced at a later date, or having been advanced, has been repaid in part and further advances made at a later date. Nothing herein contained shall be considered as limiting the amount that shall be secured hereby when advanced to protect the Property, or in accordance with covenants contained in this mortgage and the Note.

The Mortgagors hereby assign to the Mortgagee as additional cash collateral security all rents and profits derived from the property and all escrow funds paid to Mortgagee pursuant to the Note. The Mortgagors hereby appoint said Mortgagee agent for the management of the Property, and the Mortgagee shall at any time and without notice have the right to enter upon, take possession of and manage the Property, including the right to hire and pay a property manager, and to collect the rents of the property, including those past due, directly from the occupants and past occupants of the Property, and bring or defend any actions in connection with the property, which appointment and rights the Mortgagee may elect to accept and exercise in the event the Mortgagee, in its sole discretion, determines there has been a default or breach of covenant by the Mortgagors. The Mortgagee may elect from time to time not to enforce some or all of the provisions of this paragraph. The Mortgagee may provide a copy hereof to the occupants and past occupants of the Property, and such copy shall be sufficient notice and evidence of the Mortgagee's right to collect rents directly from said occupants. Mortgagee consents to the appointment of a receiver by a court, without notice and without bond, to take possession of the Property, with authority and power to rent and lease the Property; to manage and maintain the Property, including hiring a property

3

REEL 5709

IMAGE 5716

PARCEL 1 (address of 5800-5802 N. 83rd Street, Milwaukee, WI)  
Lot 11 in Block 2, in Karal Meadows, a Subdivision lying in the West 1/2 of the SE 1/4 of Section 28, in Town 8 North, Range 21 East, in the City and County of Milwaukee, Wisconsin.

PARCEL 2 (address of 4709 N. 71st Street, Milwaukee, WI)  
Lot 18, in Block 5, in Hampton Park, being a Subdivision of a part of the NW 1/4 of Section 3, in Town 7 North, Range 21 East, in the City and County of Milwaukee, Wisconsin.

Parcel Identification Number(s):

176-0427-6  
225-0607-0

POOR QUALITY DOCUMENT RECEIVED FOR RECORDING

**MORTGAGE NOTE**  
**(Non-owner Occupied) Short Term Note**

FOR VALUE RECEIVED, the undersigned makers, the Promisors and/or Mortgagors, hereinafter called BORROWER (whether one or more), promises and agrees as follows:

**1. TERMS OF REPAYMENT AND ADDITIONAL ADVANCES**

To pay to the order of WAUWATOSA SAVINGS BANK, Promisee and Mortgagee, a Corporation hereinafter called BANK, its successors and assigns, at its offices in Wauwatosa, Wisconsin, or such other place as may be designated by the holder of this Mortgage Note (hereinafter the "Note"), the principal sum of Seventy Eight Thousand and no/100 Dollars, (\$ 78,000.00 ), and such additional sums as may be subsequently advanced hereon to the Borrower by the Bank, together with interest thereon at the initial rate of 6.500 percent per annum, until the loan shall have been fully paid. Such principal and interest shall be due and payable in monthly installments of \$ 493.01 , on the first day of each and every month, commencing September 1, 2003 . The entire balance shall be fully due and payable on September 1, 2006 (the maturity date), unless Borrower fails to comply with all Borrower's obligations hereunder, in which event it shall become due prior thereto. It is intended that all provisions in this Note and the mortgage given as collateral security hereto (hereinafter the "Mortgage") comply with the provisions of Chapter 138 of the Wisconsin Statutes at the time of execution thereof, and to the extent not in compliance shall be superseded by the provisions of said statute. The principal sum, the interest thereon, and all other amounts payable by Borrower to Bank under this Note or under the Mortgage shall hereinafter be called the Note Debt.

**2. INTEREST ON UNPAID BALANCE**

Said interest shall be added to the total of the Note Debt as of the first day of each month at the annual rate of interest above provided, said interest calculation to be based upon the unpaid total of the Note Debt as of the close of business on the last day of each month.

**3. PREPAYMENT PROVISION**

The Bank may charge and Borrower shall pay 90 days interest of the contract rate in effect on the date of such prepayment, on the amount of any principal prepayments. A prepayment penalty shall not be assessed on account of a payment made within 30 days preceding the maturity date.

**4. ESCROW REQUIREMENTS**

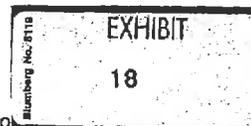
Borrower shall pay to the Bank on the day monthly payments are due, until the Note Debt is paid in full, a sum equal to one-twelfth of the following escrow items: (a) yearly taxes and assessments on the property which is subject to the mortgage securing this Note (hereinafter the "Property"); (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums on the Property; and (d) yearly mortgage insurance premiums, if any. The Bank may require escrow payments in an amount estimated on the basis of current data and reasonably estimated future escrow requirements. Escrow funds shall be held by the Bank and the Bank shall apply them to pay the escrow items. If the escrow funds held by the Bank exceed the amount required to pay the escrow items when due, the excess may, at the Bank's option, be credited to Borrower on future escrow obligations. If the amount of the escrow held by the Bank is not sufficient to pay the escrow items when due, Borrower shall pay to Bank any amount necessary to make up the deficiency in one or more payments as required by the Bank. The Bank shall not pay interest on escrow funds unless required by law. Upon payment in full of all sums owed pursuant to this Note and the Mortgage the Bank shall refund to Borrower any escrow funds held by the Bank. The Bank may waive Borrower's obligations under this paragraph 4, provided that the Bank may revoke such waiver if the Bank determines that its security is diminished by failure of the borrower to comply with this paragraph.

**5. LATE CHARGE**

The Bank shall charge and Borrower shall pay a "late charge" not to exceed 5% of each monthly payment (including escrow payments) more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments. If not paid, this late charge shall be added to the Note Debt.

**6. OTHER CHARGES**

If borrower is a participant in the Bank's Auto-Payback Program ("Program") and Borrower terminates o



fails to make payment of monthly payments to the Bank pursuant to the Program, the Bank shall charge and Borrower shall pay a processing fee not to exceed \$200.00. If not paid, this fee shall be added to the Note Debt.

#### 7. APPLICATION OF PAYMENTS

Unless applicable law provides otherwise, all payments received by the Bank under paragraphs 1 and 4 shall be applied: first, to late charges due; second, to processing fees due; third, to prepayment charges due; fourth, to interest due; fifth, to principal due; and last, to amounts payable under paragraph 4.

#### 8. TO REPAIR, MAINTAIN AND INSURE PREMISES, AND PAY TAXES

Borrower agrees to keep the building and other structures on the Property in good repair, free from liens and free from waste, refuse, pollutants, contaminants, or hazardous or toxic materials and to comply with local, state, and federal laws relating to condition of the Property and regulating waste, refuse, pollutants, contaminants, petroleum products, or hazardous or toxic materials; to pay all taxes, special and other assessments levied or assessed by virtue of any law and assessment now or hereafter in force upon or against said Property or against the Bank, upon this Note, the Note Debt, the Mortgage, or upon the Bank's interest in the Property arising by reason of the Mortgage; to pay all bills for repairs and any and all expenses incident to the ownership of the Property when due and payable, in order that no lien superior to that of the Bank may be created against the Property during the term of the Mortgage; to permit the Bank to inspect, test and monitor the Property at reasonable times and upon reasonable notice; and to exhibit upon demand, at the office of the Bank, all receipts for said taxes and assessments, and all bills; to keep buildings and improvements now existing or hereafter to be erected or placed on the Property constantly insured up to their full insurable value, in companies acceptable to the Bank, by policies of insurance providing fire loss coverage, extended coverage, and such other coverage as may be required by the Bank, including flood loss coverage; to deliver to the Bank the policies of insurance and their renewals when due in such form as the Bank may elect, which policies shall have attached thereto loss payable clauses in favor of and in form acceptable to the Bank. Each insurance company concerned is hereby authorized and directed to make payment for loss directly to the Bank; the insurance proceeds, or any part thereof, may be applied by the Bank at its option either to the reduction of the Note Debt or to the restoration or repair of the Property. In case of failure of the Borrower to satisfy Borrower's obligations under this paragraph 7, the Bank may take reasonable steps to preserve the value of the Property, may pay any tax or assessment, make and pay for repairs, procure the insurance, discharge any claim, lien or encumbrance, or purchase any tax certificate or title or claim against the Property, and all sums so paid shall be added to the principal portion of the Note Debt as of the first day of the then current month, and become a part of the Note Debt, with interest thereon at a rate of 1-1/2% per annum in excess of the contract rate. The Borrower shall repay upon demand any monies paid or disbursed by the Bank for any of said purposes, and the Bank shall have no duty to inquire as to the validity of any tax, assessment, tax title or other claim against the Property but the receipt of the proper officer, tax or assessment purchaser or release of claim shall be conclusive of the validity and the amount thereof.

#### 9. CONSENT REQUIRED TO TRANSFER

It is expressly understood and agreed that the Note Debt shall become due and payable forthwith, at the option of the Bank, if at any time during the term of this Note the Borrower shall sell, convey, transfer, or in any manner encumber the Property, or lease or rent for a period in excess of one year, or if either legal or equitable title shall vest in any person other than the Borrower in any manner and for any reason whatsoever, unless the consent in writing of the Bank, its successors or assigns, is first obtained. In the event of the approval by the Bank of any such transfer of title, the Bank shall make a service charge of 2% of the original principal balance due under this agreement which if not paid will be added to the principal portion of the Note Debt.

#### 10. CHANGE OF OWNERSHIP NOT TO RELEASE MORTGAGORS

In the event the ownership of the Property or any part thereof becomes vested in a person other than the Borrower, the Bank may, without notice to the Borrower, deal with such successor or successors in interest with reference to the Mortgage and the Note Debt in the same manner as with the Borrower, and may forbear to sue or may extend time for payment of the Note Debt without discharging or in any way affecting the liability of the Borrower for the Note Debt.

#### 11. OPTIONS OF BANK IN CASE OF DEFAULT

The happening of any one or more of the following events or conditions shall be a default hereunder, and upon the happening of any one or more of such events, or in case of default in any of the terms, conditions, or agreements of this Note or the Mortgage, the Bank may, at its option and without any notice or demand whatsoever, declare the entire Note Debt due and payable, and apply toward the payment of said Note

Debt any indebtedness of the Bank to the Borrower, and thereafter proceed by action at law or to foreclose the Mortgage or both; (a) upon default by the Borrower in any payment provided in this Note or the Mortgage; (b) upon the making of a contract or agreement by the Borrower or suffering anything to be done whereby anyone may acquire the right to place a lien, mortgage, or other encumbrance against the Property; (c) in case of the actual or threatened alteration, addition to, demolition, or removal of any building on the Property without the prior written consent of the Bank; (d) in case of any act done or suffered to be done by the Borrower, whereby the security effected or intended to be effected by this Note and the Mortgage is weakened, diminished or impaired; (e) upon the default by said Borrower in the performance of any one or more of the covenants and agreements contained in this Note or the Mortgage; (f) if Borrower becomes insolvent or if a suit, action or proceeding shall be instituted by or against the Borrower to adjudicate Borrower as a bankrupt or insolvent, or seeking composition, reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or other present or future statute, law, rule or regulation; (g) if a suit, action or proceeding shall be instituted by virtue of a subordinate lien or claim against the Property; or if any order, judgment or decree is entered against Borrower by a court of any jurisdiction in any way whatsoever arising out of this Note or the Mortgage; or (h) in case of discovery by the Bank of a material misrepresentation in the application. The Borrower hereby assigns to the Bank as additional cash collateral security all rents and profits derived from the Property and all escrow funds paid to the Bank pursuant to this Note. The Borrower does hereby appoint said Bank agent for the management of the Property; and the Bank shall at any time and without notice have the right to enter upon, take possession of, and manage the Property, including the right to hire and pay a property manager and to collect the rents of the Property, including those past due, directly from the occupants or past occupants of the Property, and bring or defend any action in connection with said premises, which appointment and rights the Bank may elect and exercise to accept in the event the Bank, in its sole discretion, determines there has been a default or breach of covenant by the Borrower. The failure on the part of the Bank to exercise any of its rights hereunder shall not be construed to prejudice its other rights or its right upon any other or subsequent default or breach of covenant. It shall not affect the liability of any maker included within the term Borrower if the Bank, with or without notice, accepts partial payments; releases, impairs or fails to realize upon collateral for the Note Debt; releases, agrees not to sue, or compromises a claim against any such maker; or renews or extends the term of this Note.

#### 12. COSTS AND ATTORNEY'S FEES; INDEMNIFICATION

It is understood and agreed that said Borrower shall pay all costs and reasonable attorneys' fees as incurred or paid by the Bank in any suit, action or proceeding in which it may be a party, whether as a plaintiff or defendant or otherwise, by reason of being a party to this Note or the Mortgage, or incurred or paid by the Bank by reason of any dispute, issue, or claim arising out of this Note or the Mortgage, or the interest of the Bank in the Property. The Bank may, at its option, add said costs and fees to the principal portion of the Note Debt in the event of non-payment by the Borrower. Borrower shall indemnify the Bank and hold the Bank harmless from all loss, costs, expenses, claims, and liabilities, including litigation expenses and attorneys' fees, arising from hazardous or toxic materials on, in or about the Property or arising in any way from Borrower's use of the Property.

#### 13. FORECLOSURE

Upon the filing of any complaint, or the filing of any action to foreclose the Mortgage in any court having jurisdiction, such court may, at any time and without notice to the Borrower or any party claiming under said Borrower, and without regard to the then value of the Property or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver to serve without bond, to take possession of the Property, with the authority and power to rent and lease the Property; to maintain the Property, to collect all rents and profits; and to pay expenses incurred for maintenance, utilities, and taxes during the pendency of such action until redemption or confirmation of sale. Monies received by said receiver shall be applied, in the discretion of the receiver, toward expenses incurred in administration, expenses incurred in management, costs of renting, maintenance, utilities and taxes, reasonable attorneys' fees, and the amount due the Bank. Upon foreclosure and sale of the Property, proceeds shall be applied as follows: (a) first, to expenses of advertising, selling and conveying the Property; to all moneys advanced for insurance, taxes and other liens or assessments and sums which have been expended in and about the preservation of the Property, and to all disbursements incurred by the Bank including but not limited to court costs, sheriff's and service fees, and costs of title expense, together with reasonable attorneys' fees; (b) second, to the principal portion of the Note Debt and the interest due up to the time of confirmation of such sale or payment, (c) third, the excess, if any, according to further order of the court. It shall not be the duty of the purchaser to see to the application of the purchase money. In case of payment of the Note Debt prior to the confirmation of sheriff's sale but after the filing of any complaint or any action to foreclose the Mortgage all costs and disbursements incurred, including but not limited to title costs, court costs, disbursements and expenses of such proceeding, and reasonable attorneys' fees shall be added to the Note Debt.

#### 14. FORECLOSURE ELECTION

Notwithstanding anything to the contrary herein, the Borrower agrees that in the event of foreclosure, the

Bank may, at such time, waive judgment for any deficiency and proceed pursuant to the provisions of Section 846.103(2) of the Wisconsin Statutes, as they may apply to the Property.

#### 15. WARRANTIES AND REPRESENTATIONS

Borrower and the person signing on behalf of Borrower warrant that Borrower and the person signing on behalf of Borrower have authority and capacity to enter into this Note and the Mortgage; good right to sell, mortgage, or convey the Property; that the Property is free and clear from encumbrances, and Borrower warrants the title thereto against all persons whomsoever. Each person signing below on behalf of another warrants and represents that he or she has authority to act on the other's behalf, that his or her signature is sufficient to bind the other, and that he or she has disclosed to Bank the terms and extent of his or her authority. Borrower warrants and covenants that, to the best of Borrower's knowledge, there are no waste, refuse, pollutants, contaminants, toxic or hazardous materials on, in or about the property; and that, to the best of Borrower's knowledge, the Property and its past, existing, and future uses have not, do not, and will not violate any local, state or federal laws regulating environmental matters or petroleum products, waste, refuse, pollutants, hazardous materials, or toxic materials. The Bank may require Borrower to provide a rent roll, financial disclosures and financial statements at reasonable times and on reasonable notice. All such statements and disclosures shall be true and correct. Each maker included within the term Borrower has made an independent determination of the financial condition of all other makers, and the Bank has made no representations about the financial condition of any maker or about the collectability or enforceability of this Note.

#### 16. WAIVER

The Borrower waives notice of and consents to any and all extensions of this Note or any part thereof, without notice, and waives demand, presentment for payment, notice of non-payment and protest.

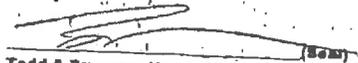
#### 17. SINGULAR INCLUDES PLURAL

If more than one promisor has executed this Note the term of "Borrower" and the use of the singular number herein shall be read and construed accordingly, and, if only one promisor has executed this Note the use of the plural number herein shall be read and construed accordingly.

#### 18. NOTE AND MORTGAGE ONE CONTRACT

This Note is secured by the Mortgage to the Bank bearing even date herewith, and all of the terms and conditions of the Mortgage are hereby incorporated herein and made a part of this Note. If any clause or term herein is declared unconstitutional or in violation of Wisconsin Statutes or other applicable law, it shall not affect the validity of the remaining provisions of this Note.

Witness our hands and seals this day August 27, 2003.

  
Todd A. Brunner, Married

**MORTGAGE**

DOCUMENT NUMBER

RETURN TO MORTGAGEE AT:

WAUWATOSA SAVINGS BANK  
7500 W. STATE ST.  
WAUWATOSA, WI 53213

PARCEL ID NUMBER

(1) 194-0343-110 (2) 214-0808-100

DOC #  
8697325

REGISTER'S OFFICE  
Milwaukee County, WI

RECORDED AT 2:02 PM

12-08-2003

JOHN LA FAVE  
REGISTER OF DEEDS

AMOUNT 15.00

REEL 5726

IMAGE 4145

The undersigned Mortgagor(s): **Todd A Brunner, Married**

hereby mortgage(s) to WAUWATOSA SAVINGS BANK, a Wisconsin Corporation, Mortgagee, real estate in Milwaukee County, Wisconsin described as follows (hereinafter the "Property"):

**\*\*SEE LEGAL DESCRIPTION ATTACHED\*\*  
THIS MORTGAGE COVERS NON-HOMESTEAD PROPERTY.**

including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or otherwise, and any other thing now or hereafter therein or thereon, including screens, window shades, storm doors and windows, floor coverings, screen doors, awnings, built-in stoves, and water heaters (all of which are fixtures and a part of said real estate whether physically attached thereto or not), together with the privileges, hereditaments, appurtenances and improvements now or hereafter belonging to or erected thereon, hereby releasing and waiving all rights under any homestead exemption laws and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein.

This mortgage is given to secure an indebtedness to the Mortgagee under a mortgage note in the amount of **Seventy Eight Thousand and no/100** Dollars (\$ **78,000.00** ) of even date, executed by the Mortgagors, which note is made a part hereof (hereinafter the "Note") and such additional sums subsequently advanced in accordance with and pursuant to the Note and all other indebtedness of Mortgagors to Mortgagee agreed by Mortgagors to be secured hereby. It is the intent hereof to secure payment of the Note whether the entire amount has been advanced to Mortgagors at the date hereof or is advanced at a later date, or having been advanced, has been repaid in part and further advances made at a later date. Nothing herein contained shall be considered as limiting the amount that shall be secured hereby when advanced to protect the Property, or in accordance with covenants contained in this mortgage and the Note.

The Mortgagors hereby assign to the Mortgagee as additional cash collateral security all rents and profits derived from the property and all escrow funds paid to Mortgagee pursuant to the Note. The Mortgagors hereby appoint said Mortgagee agent for the management of the Property, and the Mortgagee shall at any time and without notice have the right to enter upon, take possession of and manage the Property, including the right to hire and pay a property manager, and to collect the rents of the property, including those past due, directly from the occupants and past occupants of the Property, and bring or defend any actions in connection with the property, which appointment and rights the Mortgagee may elect to accept and exercise in the event the Mortgagee, in its sole discretion, determines there has been a default or breach of covenant by the Mortgagors. The Mortgagee may elect from time to time not to enforce some or all of the provisions of this paragraph. The Mortgagee may provide a copy hereof to the occupants and past occupants of the Property, and such copy shall be sufficient notice and evidence of the Mortgagee's right to collect rents directly from said occupants. Mortgagee consents to the appointment of a receiver by a court, without notice and without bond, to take possession of the Property, with authority and power to rent and lease the Property; to manage and maintain the Property, including hiring a property



**Property #1:**

**Parcel #1**

The East 40 feet of the West 90 feet of the South 7.56 feet of the North 73.56 feet of Lot 2, in Charlotte A. Quentin's Subdivision, in the NW 1/4 of Section 31, Town 8 North, Range 22 East, in the City and County of Milwaukee, Wisconsin.

**Parcel #2**

The East 125 feet of the West 175 feet of the North 66 feet of Lot 2, in Charlotte A. Quentin's Subdivision, in the NW 1/4 of Section 31, Town 8 North, Range 22 East, in the City and County of Milwaukee, Wisconsin.

**Parcel #3**

The South 30 feet of the East 130 feet of the West 180 feet of Lot 1, in Charlotte A. Quentin's Subdivision, of a portion of the NW 1/4 of Section 31, Town 8 North, Range 22 East, in the City and County of Milwaukee, Wisconsin.

Property #1 Tax Key: 194-0343-110 (5480 N. 27th Street, Milwaukee, WI)

**Property #2**

Lot 3, in Block 5 in Re-Subdivision of Lancaster Heights, being a Re-Subdivision of Blocks 1, 2, and 3 in Lancaster Heights, in the SW 1/4 of Section 33, in Town 8 North, Range 21 East, in the City and County of Milwaukee, Wisconsin, excepting therefrom the West 44.95 feet as measured along the North line thereof.

Property #2 Tax Key: 214-0808-100 (5111 N. 85th Street, Milwaukee, WI)

REEL

5726

IMAGE

4147

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE

WaterStone Bank SSB fka Wauwatosa Savings Bank vs.  
Todd A Brunner et alElectronic Filing  
NoticeCase No. 2020CV000381  
Class Code: Foreclosure of MortgageFILED  
01-14-2020  
John Barrett  
Clerk of Circuit Court  
2020CV000381  
Honorable Jeffrey A.  
Conen-30  
Branch 30TODD A BRUNNER  
N46W29247 CAPITOL DRIVE  
HARTLAND WI 53029

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Milwaukee County Circuit Court  
Date: January 14, 2020

**STATE OF WISCONSIN****CIRCUIT COURT****MILWAUKEE**WaterStone Bank SSB fka Wauwatosa Savings Bank vs.  
Todd A Brunner et al**Electronic Filing  
Notice**Case No. 2020CV000381  
Class Code: Foreclosure of MortgageFILED  
01-14-2020  
John Barrett  
Clerk of Circuit Court  
2020CV000381  
Honorable Jeffrey A.  
Conen-30  
Branch 30SHARON Y BRUNNER  
N46W29247 CAPITOL DRIVE  
HARTLAND WI 53029

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Milwaukee County Circuit Court  
Date: January 14, 2020

**STATE OF WISCONSIN****CIRCUIT COURT****MILWAUKEE**WaterStone Bank SSB fka Wauwatosa Savings Bank vs.  
Todd A Brunner et al**Electronic Filing  
Notice**Case No. 2020CV000381  
Class Code: Foreclosure of MortgageFILED  
01-14-2020  
John Barrett  
Clerk of Circuit Court  
2020CV000381  
Honorable Jeffrey A.  
Conen-30  
Branch 30INVESTMENT SPECIALISTS OF PEWAUKEE LLC  
N46W29247 CAPITOL DRIVE  
HARTLAND WI 53029

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Milwaukee County Circuit Court  
Date: January 14, 2020

FILED

01-14-2020

John Barrett

Clerk of Circuit Court

2020CV000381

Honorable Jeffrey A.

Conen-30

Branch 30

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE

WaterStone Bank SSB fka Wauwatosa Savings Bank vs.  
Todd A Brunner et al**Electronic Filing  
Notice**

Case No. 2020CV000381

Class Code: Foreclosure of Mortgage

SHAWN BRUNNER  
N46W29247 CAPITOL DRIVE  
HARTLAND WI 53029

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Milwaukee County Circuit Court  
Date: January 14, 2020

**STATE OF WISCONSIN****CIRCUIT COURT****MILWAUKEE**WaterStone Bank SSB fka Wauwatosa Savings Bank vs.  
Todd A Brunner et al**Electronic Filing  
Notice**Case No. 2020CV000381  
Class Code: Foreclosure of MortgageFILED  
01-14-2020  
John Barrett  
Clerk of Circuit Court  
2020CV000381  
Honorable Jeffrey A.  
Conen-30  
Branch 30UNKNOWN SPOUSE OF SHAWN BRUNNER  
N46W29247 CAPITOL DRIVE  
HARTLAND WI 53029

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Milwaukee County Circuit Court  
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Class Code: Foreclosure of MortgageFILED  
01-14-2020  
John Barrett  
Clerk of Circuit Court  
2020CV000381  
Honorable Jeffrey A.  
Conen-30  
Branch 30OLD NATIONAL BANK  
1 MAIN STREET  
EVANSVILLE IN 47708

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Notice**Case No. 2020CV000381  
Class Code: Foreclosure of MortgageFILED  
01-14-2020  
John Barrett  
Clerk of Circuit Court  
2020CV000381  
Honorable Jeffrey A.  
Conen-30  
Branch 30CITY OF MILWAUKEE  
CITY HALL ROOM 800  
200 EAST WELLS STREET  
MILWAUKEE WI 53202

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Milwaukee County Circuit Court  
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01-14-2020  
John Barrett  
Clerk of Circuit Court  
2020CV000381  
Honorable Jeffrey A.  
Conen-30  
Branch 30NORTH SHORE BANK FSB  
15700 WEST BLUEMOUND ROAD  
BROOKFIELD WI 53005

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Milwaukee County Circuit Court  
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**STATE OF WISCONSIN****CIRCUIT COURT****MILWAUKEE**WaterStone Bank SSB fka Wauwatosa Savings Bank vs.  
Todd A Brunner et al**Electronic Filing  
Notice**

Case No. 2020CV000381

Class Code: Foreclosure of Mortgage

FILED

01-14-2020

John Barrett

Clerk of Circuit Court

2020CV000381

Honorable Jeffrey A.

Conen-30

Branch 30

FOND DU LAC COUNTY ECONOMIC DEVL P CORP  
23 SOUTH MAIN STREET, SUITE 101  
FOND DU LAC WI 54935

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Milwaukee County Circuit Court  
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Class Code: Foreclosure of MortgageFILED  
01-14-2020  
John Barrett  
Clerk of Circuit Court  
2020CV000381  
Honorable Jeffrey A.  
Conen-30  
Branch 30FIRST BUSINESS BANK  
401 CHAMANY DRIVE  
MADISON WI 53719

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Milwaukee County Circuit Court  
Date: January 14, 2020

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Class Code: Foreclosure of MortgageFILED  
01-14-2020  
John Barrett  
Clerk of Circuit Court  
2020CV000381  
Honorable Jeffrey A.  
Conen-30  
Branch 30KH WATER SPECIALISTS INC  
N9579 COUNTY ROAD ES  
MUKWONAGO WI 53149

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Milwaukee County Circuit Court  
Date: January 14, 2020

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Todd A Brunner et al**Electronic Filing  
Notice**Case No. 2020CV000381  
Class Code: Foreclosure of MortgageFILED  
01-14-2020  
John Barrett  
Clerk of Circuit Court  
2020CV000381  
Honorable Jeffrey A.  
Conen-30  
Branch 30CITY OF WEST ALLIS  
7525 WEST GREENFIELD AVENUE  
WEST ALLIS WI 53214

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Milwaukee County Circuit Court  
Date: January 14, 2020

**WISCONSIN CIRCUIT COURT MILWAUKEE**

**Electronic Filing Notice**

Case No. 2020CV000381  
Class Code: Foreclosure of Mortgage

FILED  
01-14-2020  
John Barrett  
Clerk of Circuit Court  
2020CV000381  
Honorable Jeffrey A.  
Conen-30  
Branch 30

FIRST CITIZENS BANK  
1300 SIX FORKS ROAD  
RALEIGH NC 27609

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**Case Code: 293e39**

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Milwaukee County Circuit Court  
Date: January 14, 2020