

APR 27 2026

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN

U.S. Bank National Association vs. Estate of Diane D. Hutzel et al

Electronic Filing Notice

Case No. 2026CV000270
Class Code: Foreclosure of Mortgage

FILED
04-14-2026
Sheboygan County
Clerk of Circuit Court
2026CV000270
Honorable George A
Limbeck
Branch 5

CITY OF SHEBOYGAN DEPARTMENT OF CITY DEVELOPMENT
807 CENTER AVE
SHEBOYGAN WI 53081

Case number 2026CV000270 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at http://efiling.wicourts.gov/ and may withdraw as an electronic party at any time. There is a fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 0f8f2a

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: April 15, 2026

Handwritten signature and date: 4/27/26 8:20am

FILED  
 04-14-2026  
 Sheboygan County  
 Clerk of Circuit Court  
 2026CV000270  
 Honorable George A  
 Limbeck  
 Branch 5

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

U.S. Bank National Association  
 2800 Tamarack Rd.  
 Owensboro, KY 42301

Plaintiff,

vs.

Case Number:

FORECLOSURE CASE CODE -  
 30404

**SUMMONS**

Estate of Diane D. Hutzel  
 c/o Charles Hutzel, Personal Representative  
 482 Amesbury Drive  
 Columbus, OH 43230

Unknown Tenants  
 2407 17th St S  
 Sheboygan, WI 53081

City of Sheboygan Department of City Development  
 807 Center Ave  
 Sheboygan, WI, 53081

Defendants

**THE STATE OF WISCONSIN**

To each person or entity named above as a defendant:

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

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

**Sheboygan County Clerk of Court  
 615 N 6th Street  
 Sheboygan, WI 53081-4692**

and to the plaintiff's attorney whose address is:

**Randall S. Miller & Associates, LLC**  
**342 N. Water St., Suite 613**  
**Milwaukee WI 53202**

You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days of receiving this summons, (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), the court may grant judgment against you for the award of money or other legal action requested in this 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 may own, now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 7th day of April 2026.

**Randall S. Miller & Associates, LLC**  
**Attorneys for Plaintiff**

**Electronically Signed By:**  
**/s/ Cord J. Harris**

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**Cord J. Harris**  
**State Bar No. 1096301**

**Randall S. Miller & Associates, LLC**  
**342 N. Water St., Suite 613**  
**Milwaukee, WI 53202**  
**P: (414) 937-5992 F: (414) 921-5628**  
**Email: wisconsin@rsmalaw.com**  
**Our Case Number: 26WI00042-1**

**PLEASE SERVE THE FOLLOWING DEFENDANTS AT THE FOLLOWING  
ADDRESSES:**

**Estate of Diane D. Hutzel  
c/o Charles Hutzel, Personal Representative  
482 Amesbury Drive  
Columbus, OH 43230**

**Estate of Diane D. Hutzel  
2407 17th St S  
Sheboygan, WI 53081**

**City of Sheboygan Department of City Development  
807 Center Ave  
Sheboygan, WI, 53081**

**THANK YOU**

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STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

U.S. Bank National Association  
 2800 Tamarack Rd.  
 Owensboro, KY 42301

Plaintiff

vs.

Case Number:

FORECLOSURE CASE CODE -  
 30404

**COMPLAINT**

Estate of Diane D. Hutzel  
 c/o Charles Hutzel, Personal Representative  
 482 Amesbury Drive  
 Columbus, OH 43230

Unknown Tenants  
 2407 17th Street S  
 Sheboygan, WI 53081

City of Sheboygan Department of City Development  
 807 Center Ave  
 Sheboygan, WI, 53081

Defendants

**COUNT 1 – FORECLOSURE OF MORTGAGE**

THE STATE OF WISCONSIN TO EACH DEFENDANT NAMED ABOVE:

NOW COMES the Plaintiff, U.S. BANK NATIONAL ASSOCIATION, by and through its attorneys, Randall S. Miller & Associates, LLC, as and for a Complaint against the Defendants, pleads as follows:

1. The Plaintiff is the current holder of a certain note and mortgage on real estate located in Sheboygan County, Wisconsin. A true copy of the note is attached as **Exhibit A** and is incorporated by reference. A true copy of the mortgage is attached hereto as **Exhibit B** and is incorporated by reference.
2. The Defendant Mortgagor, Diane D. Hutzel, is deceased having passed away on January 22, 2025, as evidenced by Probate Case 2025IN000103 opened August 26, 2025. Charles Hutzel was appointed the Personal Representative of the Estate.
3. The mortgaged real estate is owned of record by Estate of Diane Klawa Hutzel and Joan Klawa Popp, as Tenants in Common. Joan Klawa Popp is deceased having passed away on December 26, 2022.

4. On or about December 12, 2016, the Mortgagors executed and delivered to U.S. Bank National Association, a Note in writing dated that date and thereby promised to pay the principal balance of \$25,000.00 plus interest payable in accordance with the terms and provisions of said note. Plaintiff is the current holder of said note.
5. That to secure the indebtedness, the Mortgagors duly executed a mortgage to U.S. Bank National Association, which mortgage was dated on December 12, 2016, and recorded in the Office of the Register of Deeds for Sheboygan County on January 3, 2017, as Document No. 2032882.
6. That this foreclosure action brought pursuant to Chapter 846 of the Wisconsin Statutes, involves real property located in Sheboygan County, Wisconsin and legally described as follows:

**LOT FIFTEEN (15), BLOCK TWELVE (12), SOUTH SHEBOYGAN  
SUBDIVISION IN THE CITY OF SHEBOYGAN, ACCORDING TO THE  
RECORDED PLAT THEREOF.**

**SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS,  
RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL  
HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER  
LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN  
POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET  
DUE AND PAYABLE.**

**BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN  
DOCUMENT NO. 1759526, OF THE SHEBOYGAN COUNTY, WISCONSIN  
RECORDS**

Commonly known as: 2407 17th Street S, Sheboygan, WI 53081  
TAX ID: 59281 426360

7. The Mortgagor defaulted under the terms and conditions of the Note by failing to pay the monthly payments as they became due and the Plaintiff has declared the total amount immediately due and payable as provided in the Note and Mortgage. The following amounts are currently due, and the mortgage payments are due for March 11, 2025:

Principal Balance:	\$14,531.43
Interest Due:	\$ 1,284.93
Late Charges:	\$ 261.00
Escrow Advances:	\$ 14.19
Flat/Other Penalty Fee:	\$ .01
Recoverable Balance:	<u>\$ 510.00</u>
TOTAL:	\$16,601.56

8. The amount due continues to vary from day to day due to additional late charges, fees, costs and interest. Interest is accruing at the rate of 7.80000% per annum. The daily per diem is \$2.81.
9. That by reason of the aforesaid default on the part of the defendants, a notice of acceleration was given to defendants in compliance with the terms of the mortgage and note herein.
10. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be initiated.
11. The mortgaged premises is a parcel of land with 20 acres or less; with a one to four family residence thereon which is the homestead of the defendant(s) and cannot be sold in parcels without injury to the interests of the parties.
12. The Plaintiff has elected to proceed with foreclosure pursuant to Section 846.101 of the Wisconsin Statutes, with the foreclosure and sale to be held after the expiration of three (3) months from the date the Judgment is entered, unless the Property is determined abandoned under Section 846.102. **Plaintiff waives any deficiency judgment.**
13. Names of other persons who are joined as defendants and whose interest in or lien on the mortgaged real estate is sought to be terminated and alleged to be subordinate and inferior to the mortgage of the Plaintiff:

WHEREFORE, Plaintiff demands as follows:

1. For the foreclosure and sale of the Property in accordance with Section 846.101 of the Wisconsin Statutes with the foreclosure and sale to be held after the expiration of three (3) months from the date the Judgment is entered, unless the Property is determined abandoned under Section 846.102;
2. That the amount due to the plaintiff in principal and interest, late charges, taxes, insurance, costs, and attorney's fees be determined;
3. That the Judgment provides that all rights, title and interest that the defendant(s) and all persons claiming under them be barred from all rights in said premises, except the right to redeem before the sale as provided by law;
4. That the Defendants, Occupants, and all persons claiming under them, be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises during the pendency of the action;
5. That the plaintiff may take all necessary steps to secure and winterize the subject property in the event it is abandoned by the defendants and becomes unoccupied during the redemption period or until such time as this matter is concluded;

6. That plaintiff has such other and further relief as may be just and equitable.

### **COUNT II – DECLATORY JUDGMENT**

NOW COMES the Plaintiff, U.S. BANK NATIONAL ASSOCIATION, by and through its attorneys, Randall S. Miller & Associates, LLC, as and for a Complaint against the Defendants, pleads as follows:

1. The Plaintiff is the current holder of a certain note and mortgage on real estate located in Sheboygan County, Wisconsin. A true copy of the note is attached as **Exhibit A** and is incorporated by reference. A true copy of the mortgage is attached hereto as **Exhibit B** and is incorporated by reference.
2. On or about December 12, 2016, the Mortgagors executed and delivered to U.S. Bank National Association, a Note in writing dated that date and thereby promised to pay the principal balance of \$25,000.00 plus interest payable in accordance with the terms and provisions of said note. Plaintiff is the current holder of said note.
3. That to secure the indebtedness, the Mortgagors duly executed a mortgage to U.S. Bank National Association, which mortgage was dated on December 12, 2016, and recorded in the Office of the Register of Deeds for Sheboygan County on January 3, 2017, as Document No. 2032882.
4. That this foreclosure action brought pursuant to Chapter 846 of the Wisconsin Statutes, involves real property located in Sheboygan County, Wisconsin and legally described as follows:

**LOT FIFTEEN (15), BLOCK TWELVE (12), SOUTH SHEBOYGAN  
SUBDIVISION IN THE CITY OF SHEBOYGAN, ACCORDING TO THE  
RECORDED PLAT THEREOF.**

**SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS,  
RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL  
HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER  
LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN  
POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET  
DUE AND PAYABLE.**

**BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN  
DOCUMENT NO. 1759526, OF THE SHEBOYGAN COUNTY, WISCONSIN  
RECORDS**

Commonly known as: 2407 17th Street S, Sheboygan, WI 53081  
TAX ID: 59281 426360

5. That on or about September 19, 2016, the Mortgagors duly executed a mortgage to City of Sheboygan Department of City Development, which mortgage was dated September 19, 2016, and recorded in the Office of Register of Deeds for Sheboygan County on September 29, 2016, as Document No. 2027956.
6. Upon information and belief, the prior mortgage was paid or resolved at the closing, or prior to the closing on Plaintiff's subject mortgage, but a satisfaction of mortgage was never recorded. This belief is founded upon the fact that such a mortgage would have been paid off at the closing on Plaintiff's mortgage (which is described in paragraph 3 above). In the alternative, it was the intention of this mortgage, to be subordinated to Plaintiff's first mortgage. In the second alternative, Defendant's mortgage is equitably subordinated to Plaintiff's mortgage.

WHEREFORE, Plaintiff demands as follows:

1. The Court enter a finding that the mortgage dated September 19, 2016, and recorded in the Office of Register of Deeds for Sheboygan County on September 29, 2016, as Document No. 2027956, entered between the Mortgagors and City of Sheboygan Department of City Development be void and held for naught and bound to the terms of a foreclosure judgment in favor of Plaintiff.
2. That plaintiff has such other and further relief as may be just and equitable.

Dated this 7th day of April 2026.

Randall S. Miller & Associates, LLC  
Attorneys for Plaintiff

Electronically Signed By:

/s/ Cord J. Harris  
Cord J. Harris  
State Bar No. 1096301

Randall S. Miller & Associates, LLC  
342 N. Water St., Suite 613  
Milwaukee, WI 53202  
P: (414) 937-5992 F: (414) 921-5628  
Email: wisconsin@rsmalaw.com  
Our Case Number: 26WI00042-1

DIANE D HUTZEL  2407 17TH ST S SHEBOYGAN, WI 53081-6105  <b>Borrower's Name and Address</b> <small>"You" or "your" means each borrower above, jointly and severally.</small>		U.S. Bank National Association          <b>Lender's Name</b> <small>"We", "us", or "our" means the lender named above.</small>	
Account # _____ Date <u>12/12/2016</u> Line of Credit \$ <u>25,000.00</u>	Draw Period <u>10 years</u> Repayment Period <u>20 years</u>	Maturity Date <u>12/11/2046</u> Billing Cycle: <u>monthly</u> Payment Date <u>11th</u> of every <u>month</u>	

**U.S. BANK HOME EQUITY LINE OF CREDIT AGREEMENT**

**GENERALLY:** This is an agreement about your home equity line of credit (your "Account"). Many of the terms we use in this agreement have special meanings. The term "Loan Account Balance" means the sum of the unpaid principal of loans made under this plan plus unpaid but earned finance charges. "Transaction Account" means a deposit account you carry with U.S. Bank National Association "Line of Credit" means the maximum amount of principal we will ordinarily allow you to owe us under this plan at any time.

In addition, we will use the following terms for this home equity plan: "Draw Period" is the time during the plan that you may request advances and will make payments on your loan account balance. The "Repayment Period" is the time during the plan that you must repay your loan account balance but cannot get further advances. Except where otherwise indicated, the disclosures contained in this agreement apply to both the draw and repayment periods.

If any term of this agreement violates any law or for some other reason is not enforceable, that term will not be part of this agreement.

**TAX DEDUCTIBILITY:** We make home equity "HOME EQUITY LINE OF CREDIT" loans where the line of credit ceiling can be (when combined with other liens) up to 100% of the value of the property. We want to make sure you are aware that interest may not be deductible to the extent (for that portion of your indebtedness) that the residence does not adequately secure the loan. This is true when (and to the extent) total liens on the property exceed its fair market value. You should consult a tax advisor regarding the deductibility of interest and charges under this home equity plan.

**REQUESTING A LOAN:** You request a loan under this plan whenever you:

- ◆ Write a check using one of the special checks you have for that purpose.
- ◆ Use the VISA® credit card we supply you to make purchases or receive cash loan advances.

However, we will not ordinarily grant any request for a loan which would cause the unpaid principal of your loan account balance to be greater than the Line of Credit listed in this agreement. We may, at our option, grant such a request without obligating ourselves to do so in the future.

**TRANSACTION LIMITATIONS:** There are a few "indirect" limitations on the transactions you can make to this account. These are not limitations on this account, but limitations that are part of an access method. For example, if you attach this account to your transaction account (overdraft protection) and if you have an ATM card or debit card that can access that transaction account, then the electronic funds transfer limitations that are part of your ATM or debit card are "indirect" limits on the number and dollar amount of your access to this account per day by those methods. These are not really limits on the amount or number of advances you can get from this account, but are limits inherent in ATM and debit card transactions.

**U.S. Bank Overdraft Protection:** This section is part of the Agreements only if you have specifically requested and have obtained an Overdraft Protection Plan by linking this Account with a designated U.S. Bank personal checking account ("Checking Account"). An "Overdraft Protection Advance" is an advance of funds to your designated checking account from this Account that will help cover overdrafts on your checking account. Any Overdraft Protection Advance will post and be charged interest as an advance from this Account (an "Advance"). Please refer to the U.S. Bank Deposit Account Agreement (entitled, "Your Deposit Account Agreement") for full Overdraft Protection Plan terms and the Consumer Pricing Information Brochure for fees that apply for Overdraft Protection Advances. We may cancel overdraft protection privileges under this Account, even if this Account remains open for other purposes.

**FIXED RATE OPTION:** At any time during the Draw Period you may convert the interest rate and repayment schedule, for up to the amount of the then outstanding credit line balance, not including any previously locked principal balance (a "Fixed Rate Option"), subject to the following conditions:

- ◆ The Fixed Rate Option period will be for a term that you select, with a maximum term of (a) 20 years or (b) the then remaining term of the Draw Period and Repayment Period, whichever is less.
- ◆ The term cannot be less than 12 months.
- ◆ The minimum amount is \$2000.
- ◆ You can have no more than three Fixed Rate Options in effect at any one time. The fee for each will be \$50.
- ◆ The unpaid principal balance is part of your maximum credit limit, and a principal portion of each payment amount will replenish your credit limit as of the date a payment is posted.
- ◆ You cannot add an amount to a Fixed Rate Option after it is established; each is a separate event.

**Rate.** The fixed interest rate is published from time to time by U.S. Bank. Call us to find out what our current rates are for Fixed Rate Options.

**Payment.** You may have two choices of payment for Fixed Rate Options:

A) Interest-Only payment amounts where each Fixed Rate Option will have its own payment amount equal to the amount of the accrued finance charges outstanding on the last day of the billing cycle. This option is not available for all borrowers. The term is at the discretion of the bank and may be less than 20 years. Under this payment choice the outstanding principal balance of the Fixed Rate Option will not be reduced and the entire principal balance will revert back to the variable portion of the line at the end of the Fixed Rate Option term or end of the Draw Period, whichever is sooner, and be subject to terms and conditions listed in this agreement.

B) Fixed payment amounts where each Fixed Rate Option will have its own payment amount, determined by applying the appropriate interest rate to the amount of the Fixed Rate Option for its term and producing equal monthly payments of principal and interest for the entire Fixed Rate Option term.

**Minimum Payment.** Your minimum payment each month will be determined by adding the scheduled Fixed Rate Option payment(s) to the minimum payment amount determined under the "HOW YOU REPAY YOUR LOAN" section of this agreement with respect to the revolving portion of your outstanding balance. You may repay the amount in whole or in part, but any prepayment will not excuse any later scheduled Fixed Rate Option payment until it is paid in full.

**Method.** You can establish a Fixed Rate Option by contacting us. A full disclosure of all terms will be provided to you at the time the Fixed Rate Option is established.

**HOW FINANCE CHARGES ARE COMPUTED:** To calculate the actual daily balance, we take the loan account balance at the beginning of the day and subtract any accrued but unpaid finance charges. Next, we add all new loans posted to the account that day and subtract the portion of any payments or credits received that day which apply to the repayment of the loans.

The average daily balance is determined by taking the sum of all the actual daily balances divided by the number of days in the billing cycle.

Finance charges will begin to accrue immediately when a loan is advanced. To calculate the finance charge for a billing cycle, we apply the daily periodic rate of finance charge to the average daily balance of the loan account times the number of days in the billing cycle.

If the daily periodic rate varies during the billing cycle, the finance charge will be calculated by applying each daily periodic rate of finance charge to the average daily balance of the loan account times the number of days the rate was in effect. The sum of these products is the finance charge.

U.S. Bank  
Customer Confidential

**INITIAL RATE:** The initial daily periodic rate of **FINANCE CHARGE** is 0.0041 % which corresponds to an **ANNUAL PERCENTAGE RATE** of 1.5000 %. The annual percentage rate includes interest and not other costs.

**Disclosures:** The disclosures of initial daily periodic rate of **FINANCE CHARGE** and **ANNUAL PERCENTAGE RATE** in the previous paragraph, and in the next paragraph (if it is checked and completed) are based on rates and conditions as of 12/12/2016.

The **INITIAL RATE** above will remain fixed until 06/12/2017. Beginning on that day, the daily rate and the corresponding annual percentage rate will be the sum of the index and margin, and can change as provided below in the paragraph titled **VARIABLE RATE**. After that day the rates will be subject to further adjustments and limitations, and produce the effects described below.

This initial rate represents a discount from the rate that will apply. If this discount were not in effect, then the daily periodic rate of **FINANCE CHARGE** would have been 0.01041 %, which would correspond to an **ANNUAL PERCENTAGE RATE** of 3.8000 %.

**VARIABLE RATE:** The annual percentage rate applicable to your home equity line of credit is variable and may increase or decrease based on changes in the highest prime rate as published in the Wall Street Journal for corporate loans at large U.S. money center commercial banks (the "Base Rate"). The annual percentage rate is calculated by using the Base Rate set off by a variable (a "Margin") that is added to or subtracted from the Base Rate to arrive at your annual percentage rate.

The Margin for your home equity line of credit will be 0.3% ABOVE the Base Rate. If the Base Rate increases (after any fixed initial rate period if applicable), the annual percentage rate will increase effective on the day the Base Rate changes. An increase in the Base Rate and an increase in the rate caused by the loss of a preferential rate (such as that made to a customer who has a qualifying U.S. Bank Checking Package, as described in this agreement, that reduces the Margin) will result in an increase in the finance charge and may have the effect of increasing your minimum monthly payment amount (depending on the payment option you chose and the amount of the increase). A decrease in the Base Rate will have the opposite effect on your required minimum monthly payment. The annual percentage rate will not increase more often than once a day.

The annual percentage rate referred to in this section is the annual rate which corresponds to the periodic rate applied to the balance as described in the **INITIAL RATE** section. This corresponding **ANNUAL PERCENTAGE RATE** will never exceed 18% or the highest allowable rate for this type of agreement as determined by applicable state or federal law.

The **ANNUAL PERCENTAGE RATE** will never decrease below 2.5500 %.

**TERMS:** If checked, the terms provided in this agreement reflect a higher rate of interest or finance charges than the lowest available for this loan product. The higher rates and/or charges are due to information contained in your consumer credit report we obtained from the credit bureau listed below. You may obtain a free copy of this report by contacting the bureau directly.

payment date during the Draw Period, you agree to make a Minimum Payment, which will be the option selected below, unless the interest accrued on the last day of the billing cycle is greater than your designated Minimum Payment, then you will be billed (or have automatically withdrawn) the larger amount. All payments due under this note will have the same due date. The Minimum Payment is:

- (a)  the accrued finance charges on the last day of the billing cycle. This option is not available for all borrowers.
- (b)  1% of your Account's principal outstanding balance on the last day of the billing cycle, or \$50.00, or the accrued finance charges, whichever is greater.
- (c)  2% of your Account's principal outstanding balance on the last day of the billing cycle, or \$50.00, or the accrued finance charges, whichever is greater.

**PRINCIPAL REDUCTION:** Under option (a) above, during the Draw Period the Minimum Payment on the revolving portion of the loan will not reduce the principal outstanding on your line. Under both options (b) and (c), during the Draw Period the Minimum Payment may not fully repay the principal that is outstanding on your line.

**HOW YOU REPAY YOUR LOANS - REPAYMENT PERIOD:** In addition to the payment due under your Fixed Rate Option, if any, on or before each payment date during the repayment period, you agree to make a Minimum Payment to reduce your debt. The Minimum Payment amount is the greater of \$50.00, or the amount of the accrued finance charges plus 0.41667% of the principal loan balance on the last day of the Draw Period.

**ADDITIONAL REPAYMENT TERMS:** If your Loan Account Balance on a payment date is less than the Minimum Payment amount, you must pay only the Loan Account Balance.

You can pay off all or part of what you owe at any time. However, so long as you owe any amount you must continue to make your periodic Minimum Payment.

The amounts you pay will be applied first to any finance charges that are due, then to escrow, then to principal, and finally to any other charges that you owe. The escrow funds shall be held in an account with U.S. Bank or any other federally insured depository institution. If the Minimum Payment amount is not met, the payment will be applied equally to any principal owed on the locked Loan(s) created under the FIXED RATE OPTION and to the Line of Credit.

**FINAL PAYMENT:** At the end of the Repayment Period listed in this agreement, you must pay the amount of any remaining Loan Account Balance outstanding. The Minimum Payments may not be sufficient to fully repay the principal that is outstanding on your line. If they are not, you will be required to pay the entire outstanding balance in a single balloon payment.

We are not obligated to refinance your loan at that time, but will consider your request to do so. If you refinance this account at maturity, you may have to pay some or all of the closing costs normally associated with a new loan even if you obtain financing from us.

**SECURITY:** We have secured your obligations under this plan by taking a security interest (by way of a separate security agreement, mortgage or other instrument) in the following property, described by item or type:

2407 17TH ST S  
SHEBOYGAN, WI 53081

Collateral securing other loans you may have with us may also secure this loan.

Property insurance is required. You are not required to purchase property insurance from us or any of our affiliated insurance agencies; insurance may be purchased from any agent of your choosing that is reasonably acceptable to us, and your choice of insurance provider will not affect our credit decision or any credit terms in any way.

CHARGES OTHER THAN YOUR PERIODIC FINANCE CHARGES ("OTHER CHARGES"): You agree to pay the following additional charges:

- Annual Fee: A non-refundable annual fee of \$50.00. We waive the annual fee for the first year of a plan and we charge the fee to the Account on the first anniversary of the plan and each year thereafter. The annual fee will not be assessed during the Repayment Period.
Early Closure Fee: An early closure fee of 1% of the credit limit (with a maximum of \$500) will be assessed if you prepay in full and close this Line of Credit within 3 years from today's date.
Cash Advance Fee: 2% of each cash advance using a VISA Gold Card issued on this Account. The minimum fee for each advance is \$1.50. The maximum is \$10.00.
Late Charge: If any payment is not made within 5 days after its due date, you agree to pay a late payment fee of \$29.00.
Stop Payment: If you issue a stop payment order on any check written against the Account, you will pay us a fee of \$25.00.
Returned Payment: If you pay us with a check or an ACH payment which is returned to us unpaid by the payor, you agree to pay us a returned check fee of \$25.00.
Overline Fee: If you borrow an amount against the Account in excess of your Line of Credit, you agree to pay us an overline fee of \$25.00. This fee will apply each day we pay an Advance and you are over your credit line at the end of that day.
Returned Advance Request: If we return any checks that would, if paid, cause you to exceed your Line of Credit, you agree to pay us a returned advance request fee of \$25.00 per check.

AUTOMATIC WITHDRAWAL: You authorize us to automatically withdraw your payment from your Transaction Account on each payment date. If your Loan Account Balance is less than the Minimum Payment amount, we will withdraw only the amount necessary to reduce your Loan Account Balance to zero. If you choose automatic withdrawals, and there is not enough money in your Transaction Account to cover the Minimum Payment, the automatic withdrawals may end. They may also end if the account is closed, or if you cancel the automatic payments.

You [X] do [ ] do not want Automatic Withdrawal.

Account number for automatic payment:

6800521

E-signed by DIANE D HUTZEL on 12/12/2016 at 2:07 PM Central Standard Time

[Signature]

DIANE D HUTZEL Date

Date

GENERAL FEES:

Table with 2 columns: Fee Name and Amount. Rows include Points, Origination Fee, Appraisal, Official Fees, Title Insurance, Title Search, Flood Zone Search, Broker Fee, Document Preparation Fee, Title Service Fee, and several blank rows.

PREFERRED RATE FOR U.S. BANK CHECKING ACCOUNTS AND CHECKING PACKAGES:

A preferred interest rate is available for having one of the following account relationships:

- a consumer U.S. Bank Checking account
a consumer U.S. Bank Silver, Gold, or Platinum Checking Package

RATE INCREASE FOR CLOSING OR CHANGING A U.S. BANK CHECKING ACCOUNT OR CHECKING PACKAGE:

The preferred interest rate on this account will change as described below if any of the following situations occur during the life of the loan:

- If your consumer U.S. Bank Checking account closes, your interest rate will increase by 0.25%.
If your qualifying consumer Checking Package relationship closes, your interest rate will increase by 0.50%.
If your qualifying consumer Checking Package relationship changes to a Checking account relationship, your interest rate will increase by 0.25%.

E-signed by DIANE D HUTZEL on 12/12/2016 at 2:07 PM Central Standard Time

[Signature]

DIANE D HUTZEL Date

Date

By signing above you acknowledge that you have read, understand and accept the terms of preferred rate pricing and any rate increases imposed if your U.S. Bank Checking Package and/or Checking account closes or changes.

ASSUMPTION: Someone buying your house cannot assume the remainder of the mortgage on the original terms.

THE FOLLOWING SECTIONS APPLY IF THE LINE OF CREDIT AMOUNT IS \$25,000 OR LESS.

DEFAULT: You will be in default on this agreement if any of the following occurs:

- (1) You fail to make a full payment when due on two or more occasions within any 12 month period;
(2) Your action or inaction adversely affects the collateral or our rights in the collateral.
(3) You become an Executive Officer of ours or a related company.

DEFAULT CHARGES: If you default, you agree to pay our statutory costs and attorneys' fees as specifically authorized by Wis. Stat. § 422.413 which we incur in the disposition of the property, and any other such charges we incur as specifically authorized by Wis. Stat. Chs. 421 to 427. This provision also shall apply if you file a petition or any other claim for relief under any bankruptcy rule or law of the United States, or if such petition or other claim for relief is filed against you by another.

RIGHT TO CURE: Our right to exercise our remedies, as provided below, are subject to your limited rights to cure a default and to receive notice of such rights. We will provide the notice when required, which will explain your rights.

U.S. Bank
Customer Confidential

**THE FOLLOWING SECTIONS APPLY IF THE LINE OF CREDIT AMOUNT IS OVER \$25,000:**

**DEFAULT:** You will be in default on this agreement if any of the following occurs:

- (1) You engage in fraud or material misrepresentation, by your actions or failure to act, in connection with any phase of this home equity line of credit;
- (2) You fail to make a full payment when due on two or more occasions within any 12 month period;
- (3) Your action or inaction adversely affects the collateral or our rights in the collateral.
- (4) You become an Executive Officer of ours or a related company.

**DEFAULT CHARGES:** You also agree to pay all our costs of collection, including our reasonable attorneys' fees if we hire an attorney to collect this note who is not our salaried employee, in the event of your default.

**CHANGING THE TERMS OF THIS AGREEMENT:** Generally, we may not change the terms of this agreement. However, we may change the terms in the following circumstances:

- ◆ If this is a variable rate plan, we may change the index and Margin if the original index described in this agreement becomes unavailable. Any new index will have a historical movement similar to the original, and, together with a new Margin, will produce a similar interest rate.
- ◆ We may make changes that you have agreed to in writing.
- ◆ We may make changes that unequivocally benefit you.

If we are required to send notice of a change in terms, we will send the notice to your address listed in this agreement. (You should inform us of any change in address.)

**COLLATERAL PROTECTION INSURANCE:** Unless you provide us with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in the collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance of obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

**CASH ADVANCES:** Cash advances may be obtained with your VISA® from an automated teller machine (ATM) that bears a U.S. Bank, PLUS® System, Interlink® or VISA® logo. ATM transactions for your card are limited to \$1,000.00 per day. Cash advances are also limited by your credit limit. Each ATM has a minimum withdrawal amount. Cash advances from a teller must be at least \$50.00. See the "EXPANDED ACCOUNT ACCESS" section about other cash advances.

**LIMITS ON LIABILITY FOR VISA® CARD:** Unless you have been grossly negligent or engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen card.

**REMEDIES:** The exercise of our remedies is subject to (a) any cure, reinstatement and redemption rights you may have; and (b) any notice of such rights to which you are entitled, as provided by state law. We will provide these rights, and notice of them, as required.

We may terminate your Account, require you to pay the entire outstanding balance in one payment and charge you fees related to the collection of the amount owing, if you are in default in any manner described above. In that instance, we may take other action short of termination, such as charging you a fee if you fail to maintain required property insurance and we purchase insurance.

In the event that we terminate your Account, we will send you notice of our decision at the address listed on the front of this agreement. (You should inform us of any change in your address.)

Even if we choose not to use one of our remedies when you default, we do not forfeit our right to do so if you default again. If we do not use a remedy when you default, we can still consider your actions as a default in the future.

**SUSPENSION OF CREDIT AND REDUCTION OF CREDIT LIMIT:** We may temporarily prohibit you from obtaining additional extensions of credit, or reduce your credit limit if:

- (1) The value of the dwelling securing this home equity Line of Credit declines significantly below its appraised value for purposes of this line;
- (2) We reasonably believe you will not be able to meet the repayment requirements due to a material change in your financial circumstances;
- (3) You are in default of a material obligation of this agreement, which shall include, but is not limited to, your ongoing obligation to supply us with information we feel we need to assess your financial condition;
- (4) A governmental action prevents us from imposing the annual percentage rate provided for in this agreement;
- (5) The action of a governmental body adversely affects our security interest to the extent that the value of the security interest is less than 120% of the home equity line;
- (6) The annual percentage rate corresponding to the periodic rate reaches the maximum rate allowed under this plan (if provided for in this agreement);
- (7) A regulatory agency has notified us that continued Advances would constitute an unsafe business practice;
- (8) Your home equity line of credit is in second lien position and you are currently past due on your primary mortgage (mortgage that is in first lien position); or
- (9) After a payment has been made, we reserve the right to withhold available Advances in the amount of the principal portion of the payment up to 7 business days from the date we receive the payment. Any credit available before the payment is received will continue to be available for Advances during this time.

In the event that we suspend your right to additional Advances or reduce your credit line, we will send you notice of our decision at the address listed in this agreement. (You should inform us of any change in your address.) If we have based our decision to suspend or reduce your credit privileges on an assessment of your financial condition or performance under this plan, and you believe that your situation has changed, you must request that we re-evaluate your situation, and reinstate your credit privileges.

**JOINT ACCOUNTS:** If this is a joint Account, each of you will be jointly and severally liable for all amounts due on the Account. Upon request by either party to the Account or upon receipt of inconsistent instructions, we may, at our option and without notice to the other party, follow the instructions of either party, honor any check, refuse to pay any check, or refuse any other request with respect to the Account.

**CREDIT INFORMATION:** You agree to supply us with whatever information we reasonably feel we need to decide whether to continue this plan. We agree to make requests for this information without undue frequency, and to give you reasonable time in which to supply the information.

You authorize us to make any credit inquiries we feel are necessary. You also authorize the persons or agencies to whom we make these inquiries to supply us with the information we request.

**YOUR BILLING RIGHTS  
KEEP THIS NOTICE FOR FUTURE USE**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

*Notify Us In Case of Errors or Questions About Your Bill*

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- ◆ Your name and Account number.
- ◆ The dollar amount of the suspected error.
- ◆ Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings, checking or other account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities  
After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

**Special Rule for Credit Card Purchases:** If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

**EXPANDED ACCOUNT ACCESS**

This is to advise you that, with U.S. Bank National Association and its affiliates:

- ◆ Any card or PIN issued to or selected by you under this agreement will access multiple checking, savings, Line of Credit and credit card account(s) in your name at U.S. Bank or any of its affiliates; and

Your Account under this agreement may be accessed by any card(s) or PIN(s) that you have selected or that has been issued to you or may in the future be selected by you or issued to you by U.S. Bank or any of its affiliates.

"Access" means use of a card or account number and PIN to conduct a transaction or obtain information at ATMs or via telephone, personal computer banking, or any other available method. There are no additional fees or charges for multiple account access. The fees and terms disclosed for each account apply. You understand that at U.S. Bank ATMs this multiple account access may be available for up to five checking, five savings, and five Line of Credit or credit card accounts. At other ATMs and with other methods of access, other limitations may apply.

You can, if you wish, change this access and restrict the accounts that may be accessed by your card code or pin number.

**CONSUMER REPORT DISPUTES**

If you believe we have inaccurately reported information on your credit history to a Consumer Reporting Agency (CRA), you may submit a dispute by calling 844.624.8230 or by writing to U.S. Bank Attn: CRA Management, P.O. Box 3447, Oshkosh, WI 54903-3447. In order for us to assist you with your dispute, you must provide: your name, address and phone number; the account number; the specific information you are disputing; the explanation of why it is incorrect; and any supporting documentation (e.g., affidavit of identity theft), if applicable.

**CELLULAR PHONE CONTACT POLICY**

By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications - including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system - from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.

**This agreement is a "transferable record" as defined in applicable law relating to electronic transactions. Therefore, the holder of this agreement may, on behalf of the maker of this agreement, create a microfilm or optical disk or other electronic image of this agreement that is an authoritative copy as defined in such law. The holder of this agreement may store the authoritative copy of this agreement in its electronic form and then destroy the paper original as part of the holder's normal business practices. The holder, on its own behalf, may control and transfer such authoritative copy as permitted by such law.**

**SIGNATURES:** By signing below, you understand we are a national banking association located in Ohio and the interest rate and related charges are pursuant to the law of Ohio and federal law. The law of the state where you are located and of the state where the property is located may apply to other issues. In addition, you agree to the terms on all pages of this agreement and you promise to pay any amounts you owe under this agreement. You also state that you received a completed copy of the agreement on today's date.

E-signed by DIANE D HUTZEL on 12/12/2016 at 2:07 PM Central Standard Time

*Diane Hutzel*

DIANE D HUTZEL \_\_\_\_\_ Date

\_\_\_\_\_ Date

**FOR WISCONSIN RESIDENTS ONLY**

**Marital purpose.** If checked, the obligation evidenced by this note and any agreement securing this note is incurred in the interest of my marriage or family.

**Management and Control.** If checked, I can act alone to assign, create a security interest in, mortgage, or otherwise encumber any property securing this note.

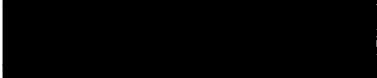
\_\_\_\_\_ Date

\_\_\_\_\_ Date

U.S. Bank  
Customer Confidential

**EXHIBIT B**

Prepared By:  
Southwest Financial Services, Ltd.  
537 E Pete Rose Way, STE 300  
Cincinnati, OH 45202  
Jeff Berkley



Return To (name and address):  
Indecomm Global Services  
1260 Energy Lane  
Saint Paul, MN 55108

Parcel Number: PARCEL: 59281 426360

**2032882**  
**SHEBOYGAN COUNTY, WI**  
RECORDED ON  
**01/03/2017 11:17 AM**  
**ELLEN R. SCHLEICHER**  
**REGISTER OF DEEDS**  
**RECORDING FEE: 30.00**  
**EXEMPTION #**  
Cashier ID: 9  
PAGES: 7

**MORTGAGE**

(With Future Advance Clause)

- Construction Mortgage. This is a Construction Mortgage which secures an obligation incurred for the construction of an improvement on the Property, which may include the Property's acquisition cost. This obligation provides for future advances made for the completion of the contemplated improvement on the mortgaged Property.



\_\_\_\_\_ State of Wisconsin \_\_\_\_\_ Space Above This Line For Recording Data \_\_\_\_\_

- DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is .....12/12/2016.....  
The parties and their addresses are as follows:

**MORTGAGOR:**  
**DIANE KLAWA HUTZEL, UNMARRIED AND JOAN KLAWA POPP, UNMARRIED**

**LENDER:**  
U.S. Bank National Association,  
a national banking association organized under the laws of the United States  
425 Walnut Street  
Cincinnati, OH 45202

- CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:  
See attached Exhibit "A"

The property is located in ..SHEBOYGAN COUNTY..... at .....  
(County)  
..2407.17TH.ST.S. SHEBOYGAN....., Wisconsin .....53081.....  
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 25,000.00..... This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security.
4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
- A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(You must specifically identify the debt(s) secured and you should include the final maturity date of such debt(s).)*  
 Borrower(s): DIANE HUTZEL  
 Principal/Maximum Line Amount: 25,000.00  
 Maturity Date: 12/11/2046  
 Note Date: 12/12/2016
- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced, and whether or not the purpose of the future advances or future obligations is related to the purpose of the Secured Debt. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All other obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in Mortgagor's principal dwelling that is created by this Security Instrument.

5. **MORTGAGE COVENANTS.** Mortgagor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Mortgagor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Mortgagor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.
- Payments.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
- Prior Security Interests.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees to make all payments when due and to perform or comply with all covenants. Mortgagor also agrees not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written approval.
- Claims Against Title.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
- Property Condition, Alterations and Inspection.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.
- Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.
- Authority to Perform.** If Mortgagor fails to perform the covenants and agreements contained in this Security Instrument regarding preserving or insuring the Property, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's right in the Property, and after sending Mortgagor written notice and allowing Mortgagor a reasonable opportunity for performance, when legally required. Notice is not required for an agricultural transaction where the collateral is perishable and threatens to decline speedily in value.

If there is a legal proceeding that may significantly affect Lender's right in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), the Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property, after sending Mortgagor a written notice of the right to cure and waiting 15 days, if applicable.

Lender's actions under this section may include paying any sums secured by a lien that has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this covenant, Lender does not have to do so, nor does it preclude Lender from exercising any other of Lender's rights under the law or this Security Instrument.

Any amount paid by Lender to protect Lender's security interest, in accordance with the terms of this Security Instrument, shall be secured by this Security Instrument. These sums will be due on demand and will accrue interest at the highest rate in effect from time to time on the Secured Debt from the date of payment until paid in full.

**Leaseholds; Condominiums; Planned Unit Developments.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium, time share estate or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium, time share estate or planned unit development.

**Condemnation.** Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

**Insurance.** Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the secured debt(s). The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument, after sending Mortgagor written notice and allowing Mortgagor a reasonable opportunity for performance, when legally required. Notice is not required for an agricultural transaction where the collateral is perishable and threatens to decline speedily in value.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

**Financial Reports and Additional Documents.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.  
If Lender exercises this option, Lender shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Security Instrument. If Mortgagor fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice of demand on Mortgagor.
8. **DEFAULT.** Mortgagor will be in default if any of the following occur:  
**Payments.** Any Consumer Borrower on the Secured Debt fails to make a payment when due on 2 occasions within any 12-month period.

**Property.** Any Consumer Borrower or Mortgagor on the Secured Debt fails to observe any other covenant and this failure materially impairs the Property's condition or value or materially impairs the Lender's right in the Property. This includes, but is not limited to, the following: (a) Mortgagor fails to maintain required insurance on the Property; (b) Mortgagor transfers the Property; (c) Mortgagor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Mortgagor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Mortgagor dies; (f) if more than one Mortgagor, any Mortgagor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Mortgagor and subjects Mortgagor and the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.  
**Executive Officers.** Any Borrower is an executive officer of Lender or an affiliate and Mortgagor becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.

9. **NOTICE OF DEFAULT AND RIGHT TO CURE.** Where required by law, Lender will send Mortgagor written notice of default and right to cure. The notice shall specify (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 15 days from the date the notice is mailed to Mortgagor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and the sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Mortgagor to acceleration and sale. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.
10. **ACCELERATION.** If the breach is not cured on or before the date specified in the notice of default, Lender, at Lender's option, may declare all of the sums secured by this Security Instrument to be immediately due and payable without further demand and may invoke the power of sale and other remedies permitted by applicable law.
11. **ATTORNEYS' FEES.** If Mortgagor breaches any covenant in this Security Instrument, Mortgagor agrees to pay all statutory attorneys' fees and statutory default charges incurred in the disposition of the Property and other charges specifically authorized by either the Wisconsin Consumer Act under Wis. Stat. Chs. 421 to 427, when applicable, or by Wis. Stat., ch. 428, applicable to certain first lien mortgages or equivalent security interests. If neither of these statutes applies, Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. To the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.
12. **POWER OF SALE.** If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by applicable law to Mortgagor and to the other persons prescribed by applicable law. Lender shall publish the notice of sale and the Property shall be sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all statutory collection expenses as described in section 17 above; (b) to all sums secured by this Security Instrument; and (c) the excess, if any, to the clerk of the Circuit Court of the County in which the sale is held.
13. **MORTGAGOR'S RIGHT TO REINSTATE.** The Mortgagor may redeem the Property at any time before the sale by paying the following: (a) the amount of the judgment, with interest and statutory collection expenses as described in section 17 above; (b) any statutory collection expenses incurred after the judgment; and (c) any taxes paid by the Lender after the judgment, with interest from the date of payment. The rate of interest paid will be the same rate of interest as found in the Secured Debt.
14. **FORECLOSURE WITHOUT DEFICIENCY.** If this Property is a 1-4 family residence that is owner-occupied at the beginning of a foreclosure action, a farm, a church or a tax-exempt nonprofit charitable organization, then Mortgagor agrees to the provisions of Wis. Stat. § 846.101, as amended, permitting Lender to waive its right to a judgment for a deficiency on real estate of 20 acres or less, and to hold a sale of the Property six months after the foreclosure judgment is entered. If this Property is not a 1-4 family residence that is owner-occupied at the beginning of a foreclosure action, a farm, a church or a tax-exempt nonprofit charitable organization, then Mortgagor agrees to the provisions of Wis. Stat. § 846.103, as amended, permitting Lender to waive its right to a judgment for a deficiency, and to hold a sale of the Property three months after a foreclosure judgment is entered. Regardless of terms to the contrary, if Mortgagor abandons the Property, then the sale of the Property shall be after two months from the date a foreclosure judgment is entered.
15. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law. Mortgagor represents, warrants and agrees that:
- Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
  - Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
  - Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
  - Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
16. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

- 17. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
- 18. **SEVERABILITY; INTERPRETATION.** This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed from the remaining provisions to the extent not prohibited by the Wisconsin Consumer Act and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 19. **NOTICE.** Any statutorily required notice may be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to the last address furnished to Lender by Mortgagor. Such a notice may be sent to only one address if all parties reside at that address and the notice is addressed to each party or, if required by Wis. Banking Rule 80.37, any party who resides at a different address shall be sent a separate notice.
- 20. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.
- 21. **MORTGAGOR'S COPY.** Mortgagor shall be furnished an exact copy of the Note and of this Security Instrument at the time of execution.
- 22. **LINE OF CREDIT.** The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
- 23. **APPLICABLE LAW.** This Security Instrument is governed by the laws as agreed to in the Secured Debt, except to the extent required by the laws of the jurisdiction where the Property is located, and applicable federal laws and regulations.
- 24. **RIDERS.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.  
 [Check all applicable boxes]  
 Assignment of Leases and Rents     Other
- 25.  **ADDITIONAL TERMS.**

**FOR WISCONSIN RESIDENTS ONLY:**

The Secured Debt is incurred in the interest of the undersigned Mortgagors' marriages or families.

*Diane Hutzel* 12-12-16 [Seal]  
(Signature) DIANE KLAWA HUTZEL (Date)

*Joan K. Popp* 12-12-16 [Seal]  
(Signature) JOAN KLAWA POPP (Date)

**SIGNATURES:** By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

*Diane Hutzel* [Seal]  
(Signature) DIANE KLAWA HUTZEL

*Joan K. Popp* 12-12-16 [Seal]  
(Signature) JOAN KLAWA POPP

Loan Originator Organization ID: 402761

Originator ID: 000000690478

Loan Originator Organization:

Originator Name: VASUDEVAN KRISHNAN

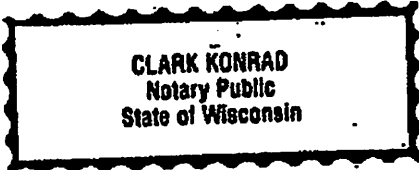
U.S. Bank National Association

**ACKNOWLEDGMENT:**

(Individual) STATE OF Wisconsin, COUNTY OF Sheboygan } ss.  
This instrument was acknowledged before me this 12-12-2016 day of December 2016  
by DIANE KLAWA HUTZEL, UNMARRIED AND JOAN KLAWA POPP, UNMARRIED

My commission expires: 5-24-2020  
(Seal)

*Clark Konrad*  
(Notary Public)  
Clark Konrad



**EXHIBIT "A" LEGAL DESCRIPTION**

Page: 1 of 1

Account # [REDACTED]  
Order Date : 10/12/2016  
Reference : [REDACTED]  
Name : **DIANE HUTZEL**  
Deed Ref [REDACTED]

Index #:  
Registered Land:  
Parcel #: 59281 426360

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**THE FOLLOWING DESCRIBED REAL ESTATE, TOGETHER WITH THE RENTS, PROFITS, FIXTURES AND OTHER APPURTENANT INTERESTS, IN SHEBOYGAN COUNTY, STATE OF WISCONSIN:  
LOT FIFTEEN (15), BLOCK TWELVE (12), SOUTH SHEBOYGAN SUBDIVISION IN THE CITY OF SHEBOYGAN, ACCORDING TO THE RECORDED PLAT THEREOF.**

**SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.**

**BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NO. 1759526, OF THE SHEBOYGAN COUNTY, WISCONSIN RECORDS.**

