

STATE OF WISCONSIN

CIRCUIT COURT

PIERCE COUNTY, WI  
2019CV000098

WAUMANDEE STATE BANK,

Plaintiffs

COMPLAINT

vs.

Case No.

FIELD MCCONNELL  
N3572 County Road S  
Plum City, WI 54761

Foreclosure of Mortgage - 30404

AND

UNITED STATES OF AMERICA  
(Internal Revenue Service)

AND

STATE OF WISCONSIN  
(Department of Revenue)

Defendants.

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Plaintiff, Waumandee State Bank, by Roger M Hillestad, its attorney, complains of the above-named Defendants and for its causes of action alleges and respectfully shows to the Court:

1. Plaintiff, Waumandee State Bank, is a Wisconsin financial institution authorized and existing under the laws of the State of Wisconsin, engaged in lending, with its place of business at 308 3<sup>rd</sup> Avenue West, Durand, WI 54736.

2. On information and belief, Defendant, Field McConnell, (the "Borrower") is a single person residing at N3572 County Road S, Plum City, WI 54761.

3. On January 26, 2017, Borrower, as maker, executed and delivered a Note in the original principal amount of \$287,250.00 (the "Note"), payable to the order of Plaintiff. A true and correct copy of the original Note, with all modifications and amendments thereto, is attached hereto,

marked as Exhibit "A", and made part hereof with the same force and effect as if set forth in full herein.

4. As security for payment of the indebtedness of Borrower to Plaintiff, Borrower delivered to Plaintiff that certain Real Estate Mortgage dated January 26, 2017, (the "Mortgage"), and recorded February 3, 2017, with the Office of the Register of Deeds of Pierce County, Wisconsin, as Document No. 570075, a copy of which is attached as Exhibit "B", encumbering certain real property described as follows:

All of the North 1/2 of the SE1/4 of Section 10, Township 25 North, Range 15 West, lying South and East of County Trunk Highway "S".

And a part of the South 1/2 of the NE1/4 of Section 10, Township 25 North, Range 15 West, described as follows: Beginning at the East Quarter post of Section 10, Township 25 North, Range 15 West, thence North along the East section line 58 rods, thence South 55 degrees West 40 rods, thence South 87 degrees West 25 rods 8 links, thence South 78 3/4 degrees West 26 rods; thence South 50 1/2 degrees West 22 rods 2 links; thence South 70 degrees West 13 rods 9 links; thence South 49 3/4 degrees West 4 rods; thence South 44 degrees West 7 rods 9 1/2 links; thence East along the East and West 1/4 line 121 rods 2 links to the place of beginning.

All that part of the NE1/4 of the SW1/4 of Section 10, Township 25 North, Range 15 West, lying Easterly of County Trunk Highway "S".

All being in the Town of Union, Pierce County, Wisconsin

5. Borrower has defaulted on the Note and conditions of said Mortgage by failing to pay the 2016, 2017 and 2018 real estate taxes assessed against the real estate securing the Note and Mortgage which remain unpaid.

6. Plaintiff properly gave Borrower notice of such default under the Note and such default was not cured within the period of time prescribed by law, a copy of which is attached as Exhibit "C".

7. The Mortgage provides that in the event of default on the part of the Borrower, the

whole of loan and all the accrued interest thereon should thereupon become forthwith due and payable; that in the event of such default, Plaintiff is authorized and empowered to sell the Mortgaged premises at public auction, and convey the same to the purchaser pursuant to Wisconsin law, with the monies arising from such sale applied to the amounts then due on the Note, together with all the monies which Plaintiff shall have paid for taxes or insurance, with interest thereon, and all costs and attorney's fees, and to pay the surplus, if any, pursuant to order of the Court.

8. Pursuant to the Note and Mortgage, Plaintiff has declared the entire indebtedness immediately due and payable by reason of the defaults.

9. As of May 20, 2019, there is justly due and owing to Plaintiff upon the Note and Mortgage the sum of \$315,803.95 (\$272,814.76 principal, \$852.07 accrued interest, and delinquent real estate taxes of \$42,137.12) plus interest accruing at the rate of \$35.5032 per diem, plus all costs of collection, including attorney fees.

10. Plaintiff has incurred attorney's fees for bringing this action and will continue to incur attorney's fees, costs and disbursements in this matter, including, without limitation, payment of taxes, insurance and maintenance costs relating to collateral securing the Note. Pursuant to the loan documents, Plaintiff is entitled to reasonable reimbursement therefore.

11. Plaintiff is still the lawful owner and holder of the Note and Mortgage and has not sold nor assigned the same.

12. That the Plaintiff did give written notice to the said Mortgagor of its acceleration of the balance due under said note and mortgage by Notice of Right to Cure Default on April 10, 2019, a copy of which is attached and marked as Exhibit "C", which date is more than thirty (30) days before the date of this Complaint, and said breach has not been cured.

13. That the mortgage premises is the homestead of the Mortgagor and so situated that

same cannot be sold in parcels.

14. No proceedings have been had for the recovery of the sums secured by the Note and Mortgage, except the present action, and no part thereof has been paid or collected except as set forth herein.

15. Plaintiff asserts no personal claim against the following Defendants, but the following Defendants may claim some interest or lien in and to the mortgage premises as follows, but such interest or lien is subsequent, subordinate and junior to the lien of Plaintiff:

A. The Defendant, United States of America (Internal Revenue Service), may claim some interest in the premises by virtue of having filed the following notice of federal tax lien in the office of the Register of Deeds of Pierce County, Wisconsin against Field McConnell:

Date: February 9, 2017  
Date Filed: February 21, 2017 at 8 a.m.  
Filing Information: #570377  
Amount \$141,955.06

That a copy of said notice of said lien is marked Exhibit "D" attached hereto and made a part of this Complaint.

B. The Defendant, State of Wisconsin (Department of Revenue) by virtue of the filing of the following state income tax lien against Field McConnell in the office of the Pierce County Clerk of Courts:

Date: December 7, 2017  
Date File: May 21, 2018 at 9:05 a.m.  
Filing Information: 2018TW000036  
Amount: \$14,127.58

WHEREFORE, Plaintiff respectfully demands judgment as follows:

1. For judgment of foreclosure and sale of the Mortgaged Premises, described above, as provided by law upon the causes of action herein set forth; that the Borrower and all persons

claiming under them be barred and foreclosure of all right, title, claim, lien and equity of redemption in and to the Mortgaged Premises, except the right to redeem the same before sale as provided by law; that the interests, if any, of the Defendants in Mortgaged Premises be adjudged be inferior and subordinate to the rights of Plaintiff herein; that the Mortgaged Premises be adjudged to be sold, subject to any delinquent taxes and assessments, general or special, and free and clear of all persons claiming subsequent to the filing of the pendency of this action, unless redeemed within the time and in the manner provided by law; that the sale of the Mortgaged Premises be held three (3) months after the date of entry of judgment unless the Court finds that the Mortgaged Premises have been abandoned as that term is used; that the Plaintiff be paid the amounts due, with interest on the same as allowed by law, together with the taxes and other disbursements of this action, including a reasonable sum as attorney's fees and costs and expenses incurred by Plaintiff after the date hereof for insurance, taxes and repairs for the Mortgaged Premises, out of the proceeds of such sale so far as monies arising from such sale shall pay the same; that the surplus from such sale, if any, be paid into the Court to abide further order of the Court; that the deficiency from such sale, if any, may at Plaintiff's request, be reduced to a judgment against Borrower; that after sale, the purchaser shall be let into possession of the Mortgaged Premises on production of the Sheriff's Deed; and that the Court shall, on application of Plaintiff, issue a Writ of Assistance to deliver such possession.

2. Such further judgment order or relief as may be just and equitable.

Electronically signed on  
May 21, 2019  
Roger M. Hillestad by MB  
308 Third Ave W  
Durand, WI 54736  
Telephone: (715) 672-8955  
State Bar No. 1011487

VERIFICATION

I, Tracy Sterry, being sworn, deposes and says: I am the VP/Bm of the Waumandee State Bank, a Wisconsin banking institution, named in this action; I make this affidavit on behalf of the corporation; I have read the Complaint and it is true and correct to the best of my knowledge, information and belief.

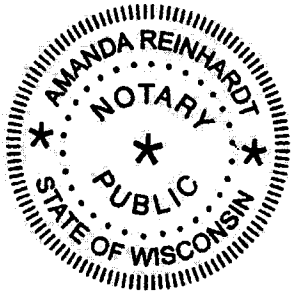
Subscribed and sworn to before me this 22 day of May, 2019

WAUMANDEE STATE BANK

Amanda Reinhardt  
Amanda Reinhardt Notary Public  
My Commission Expires: 8/5/22

Tracy Sterry  
Tracy Sterry  
Title:

THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.



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

1. Roger M Hillestad is the creditor's law firm and is attempting to collect a debt for the creditor. Any information the debtor provides to Roger M Hillestad will be used for that purpose.
2. The amount of the debt is stated in the complaint attached hereto.
3. The plaintiff as named in the attached summons and complaint is the creditor to whom the debt is owed. Because of interest, late charges and other charges that may vary from day to day, the amount due on the date you pay cannot be calculated herein. Hence, to learn the total amount you owe to the Plaintiff, write or call the undersigned office stated in paragraph 8 of this Notice.
4. The debt described in the complaint attached hereto will be assumed valid by Roger M Hillestad unless the debtor, within thirty days after the receipt of this notice, disputes the validity of the debt or some portion thereof.
5. If the debtor notifies Roger M Hillestad in writing within thirty days of the receipt of this notice that the debt or any portion thereof is disputed, Roger M Hillestad will obtain a verification of the debt and a copy of the verification will be mailed to the debtor by Roger M Hillestad.
6. If the creditor named as Plaintiff in the attached Summons and Complaint is not the original creditor, and if the debtor makes written request to Roger M Hillestad within thirty days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor by Roger M Hillestad.
7. The law does not require Roger M Hillestad to wait until the end of the thirty day period before suing you to collect the debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty day period that begins with your receipt of the notice, the law requires our law firm to suspend efforts (through litigation or otherwise) to collect the debt until we mail the requested information to you.
8. Written request should be addressed to 308 3<sup>rd</sup> Ave W., Durand, WI 54736. (715) 672-8955.

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

Loan Number: 800339

Refinance Consumer Real Estate

McConnell, Field

eFIPCO		
W. B. A.	458 (1/16)	11175

MORTGAGE NOTE

Boxes checked are applicable. Boxes not checked are inapplicable.

(Do not use for a loan of \$25,000 or less to individual(s) for personal, family or household purposes unless the loan is secured by a first mortgage or equivalent security interest.)

Field McConnell (MAKER(S)) January 26, 2017 (DATE) \$ 287,250.00

1. Promise to Pay and Payment Schedule. I promise to pay to the order of Waukesha State Bank - Durand at 308 3rd Avenue West Durand, Wisconsin, the principal sum of \$ 287,250.00 plus interest on the unpaid principal balance, according to the following schedule: 61 equal payments of \$1,636.91 are due on February 26, 2017 and on the same day(s) of each succeeding month thereafter, plus a final payment of the unpaid principal and interest is due on March 26, 2022. All payments include principal and interest.

Lender is under no obligation to refinance the final payment at maturity. 2. Interest. Interest shall accrue before maturity (whether by acceleration or lapse of time) at the stated interest rate(s) identified in section 2(a), (b) or (c) below (each a "stated interest rate"), as applicable, on the unpaid principal balance, calculated as provided in section 2(f) or (g) below:

[Check (a), (b) or (c); only one shall apply.] (a) [X] Fixed Interest Rate. 4.750% (b) [ ] Stepped Fixed Interest Rate. n/a % until n/a and n/a % thereafter. (c) [ ] Variable Interest Rate. The stated interest rate is variable and will adjust to equal the Index Rate (as defined below), plus minus n/a percentage points. However, beginning on the first change date described below the stated interest rate shall not exceed n/a % and shall not be less than n/a % and until the first change date described below the stated interest rate shall be n/a %. The stated interest rate shall be adjusted on the change dates provided below. The "Index Rate" is: n/a

[ ] in effect as of the date 45 days before each change date [ ] n/a

The Index Rate may or may not be the lowest rate charged by Lender. The stated interest rate shall be adjusted on the following change dates: n/a

[ ] The stated interest rate will never be increased or decreased on any single change date by more than n/a percentage points from the rate of interest in effect immediately prior to that change date.

If the Index Rate ceases to be made available to Lender during the term of this Note, Lender may substitute a comparable index.

(d) Payment Modification. If section 2(b) or (c) above is checked, an adjustment in the stated interest rate will result in an increase or decrease in (1) [ ] the amount of each payment of interest, (2) [ ] the amount of the final payment, (3) [ ] the number of scheduled periodic payments sufficient to repay this Note in substantially equal payments, (4) [ ] the amount of each remaining payment of principal and interest so that those remaining payments will be substantially equal and sufficient to repay this Note by its scheduled maturity date, (5) [ ] the amount of each remaining payment of principal and interest (other than the final payment) so that those remaining payments will be substantially equal and sufficient to repay this Note by its scheduled maturity date based on the original amortization schedule used by Lender, plus the final payment of principal and interest, or (6) [ ] n/a

In addition, Lender is authorized to change the amount of periodic payments if and to the extent necessary to pay in full all accrued interest owing on this Note. I agree to pay any resulting additional payments or amounts.

(e) Interest After Maturity. Interest shall accrue on unpaid principal and interest after maturity (whether by acceleration or lapse of time) until paid [ ] at the stated interest rate(s) under section 2(a), (b) or (c) above, as applicable, plus n/a percentage points [X] at the stated interest rate of 4.750 %, calculated as provided in section 2(f) or (g) below.

[Check (f) or (g); only one shall apply.]

(f) [X] Interest Calculation (Actual Day). Interest will be calculated by applying a daily interest rate for the actual number of days interest is owing, up to 365 days in a full year or 366 days in a full leap year. The daily interest rate will be calculated as follows:

[Check (1) or (2); only one shall apply.]

(1) [ ] 360 Day Rate Calculation. The daily interest rate will be calculated on the basis of a 360 day year, which means that it is calculated by dividing the applicable stated interest rate in section 2(a), (b) or (c), above, as applicable, and in section 2(e), above, by 360. I understand and agree that calculating the daily interest rate using a 360 day year means the actual annual interest rate in a 365 day year and in a 366 day leap year is higher than the stated interest rate in section 2(a), (b) or (c), above, as applicable, and in section 2(e), above.

(2) [X] 365 Day Rate Calculation. The daily interest rate will be calculated on the basis of a 365 day year, which means that it is calculated by dividing the applicable stated interest rate in section 2(a), (b) or (c), above, as applicable, and in section 2(e), above, by 365. I understand and agree that calculating the daily interest rate using a 365 day year means the actual annual interest rate in a 366 day leap year is higher than the stated interest rate in section 2(a), (b) or (c), above, as applicable, and in section 2(e), above.

(g) [ ] Interest Calculation (30/360). Interest will be calculated by applying the applicable stated interest rate based on a 360 day year, counting each day as one thirtieth of a month and disregarding differences in lengths of months and years.

3. Other Charges. If any payment (other than the final payment) is not made on or before the 15th day after its due date, Lender may collect a delinquency charge of 5.000 % of the unpaid amount. I agree to pay a charge of \$15.00 for each check or electronic debit presented for payment under this Note which is returned unsatisfied.

4. Security. [X] This Note is secured by real estate under agreement(s) dated January 26, 2017 from Field McConnell to Lender.

[ ] This Note is secured by a dwelling under security agreement(s) dated n/a from n/a to Lender.

5. Renewal. [ ] This Note renews and does not satisfy or discharge a note I executed to Lender on n/a.

6. Automatic Payment. [ ] I authorize Lender to automatically deduct payments due under this Note from an account I will maintain with Lender. I will keep sufficient funds in the account to pay the full amount of each payment on the date it is due.

7. Additional Terms. This Note is subject to the following additional terms:

[ ] (a) Any installment paid within n/a days (not more than 30) prior to or after its due date is considered paid on the due date of the installment solely for purposes of determining interest earned on this Note and not for purposes of determining default or delinquency charges.

(b) Full or partial prepayment of this Note [X] (i) is permitted at any time without penalty [ ] (ii) n/a

Upon prepayment in full, unearned interest will be refunded to the extent required by law. Lender may apply prepayments to such future installments as it elects. 8. For Wisconsin residents only: I, Field McConnell, am [ ] married [X] unmarried [ ] legally separated. If I am married and my spouse is not signing below, the name of my spouse is (NAME) n/a and my spouse resides at [ ] the address shown below or at [ ] n/a

VARIABLE RATE DISCLOSURES

If section 2(c) above is checked, this Note contains a variable interest rate provision. The following disclosures are applicable if this Note is secured by a first lien real estate mortgage or equivalent security interest on a one-to-four family dwelling used as my principal place of residence. An increase or decrease in the Index Rate described above will cause a corresponding increase or decrease in the rate of interest, and the current Index Rate value is n/a %. Except for payment of the prepayment penalty described in section 7(b)(ii) above, if any, I may prepay this Note in whole or in part at any time without penalty. Unless this Note is secured by an equivalent security interest as described above, notice of any interest rate increase must be given to me.

I acknowledge receipt of a completed copy of this Note. "I", "my" and "me" includes each person who signs this Note and our obligations are joint and several. This note includes the Additional Provisions on page 2.

X [Signature] (SEAL) X [Signature] (SEAL) Field McConnell N3572 County Road S (Customer Address) Plum City, WI 54761 X [Signature] (SEAL) X [Signature] (SEAL)

FOR LENDER CLERICAL USE

Tracy A. Sterry LOAN OFFICER



**ADDITIONAL PROVISIONS**

9. **Default and Enforcement.** If I fail to make a payment under this Note when due, and the default continues for 10 days, or upon the occurrence of an event of default described in any agreement securing this Note, Lender may declare the entire balance of principal and accrued interest to be payable immediately, without notice or demand. All payments shall be applied in such manner as Lender determines to interest, principal and payments due under this Note or any agreement securing this Note. I agree to pay all costs of collection before and after judgment, including, to the extent not prohibited by law, reasonable attorneys' fees.

10. **Other Security.** Unless a lien is prohibited by law or would render a non-taxable account taxable, I grant to Lender a security interest and lien in any deposit account I may at any time have with Lender. Lender may at any time after the occurrence of an event of default, without notice or demand, set-off any amount unpaid on this Note against any deposit balances I may at any time have with Lender, or other money now or hereafter owed me by Lender. This Note is also secured by any existing mortgages(s) described on page 1, and by any future mortgage(s) that provides that the mortgage secures this Note and by all existing and future security agreements covering personal property (other than a dwelling, unless the security agreement granting a security interest in the dwelling is disclosed on page 1), between Lender and any of us, between Lender and any guarantor or indorser of this Note, and between Lender and any other person providing collateral security for my obligations and payment may be accelerated according to any of them.

11. **Rights of Lender.** Presentment, protest, demand and notice of dishonor are waived. All rights and remedies of Lender are cumulative and may be exercised from time to time together, separately, and in any order. Without affecting my liability or the liability of any indorser, surety or guarantor, Lender may, without notice, grant renewals or extensions, accept partial payments, reject partial payments, or hold partial payments in a suspense account until Lender receives payment in full of the payment amount to be applied to this Note, release or impair any collateral security for the payment of this Note or agree not to sue any party liable on it.

12. **Agreements of Maker.** I acknowledge that Lender has not made any representations or warranties with respect to, and that Lender does not assume any responsibility to me for, the collectability or enforceability of this Note or the financial condition of any of us. Each of us independently determined our creditworthiness and the enforceability of this Note.

13. **Interpretation.** If the loan evidenced by this Note is an alternative mortgage transaction as defined under the Alternative Mortgage Transaction Parity Act of 1982, 12 USC §3801 et seq. (the "Act"), Lender elects to make the loan in accordance with federal regulations as permitted under the Act. Except as provided above, the validity, construction and enforcement of this Note are governed by the internal laws of Wisconsin except to the extent such laws are otherwise preempted by federal law. Invalidity or unenforceability of any provision of this Note shall not affect the validity or enforceability of any other provisions of this Note. This Note benefits Lender, its successors and assigns, and binds me and my heirs, personal representatives and assigns.

14. **Entire Agreement.** THIS NOTE IS INTENDED BY LENDER AND ME AS A FINAL EXPRESSION OF THIS NOTE AND AS A COMPLETE AND EXCLUSIVE STATEMENT OF ITS TERMS, THERE BEING NO CONDITIONS TO THE ENFORCEABILITY OF THIS NOTE, AND THIS NOTE MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES TO THIS NOTE. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES TO THIS NOTE. THIS NOTE MAY NOT BE SUPPLEMENTED OR MODIFIED EXCEPT IN WRITING SIGNED BY LENDER AND ME.

15. **Other Provisions.** If none stated there are no other provisions.

**Collateral:**

- Real Estate Mortgage Dated 1/26/2017 for \$287,250.00 on Property Located at N3572 County Road S, Plum City, WI 54761

LOAN ORIGINATOR'S NAME Tracy A Stern

LOAN ORIGINATOR ORGANIZATION'S NAME Waumandee State Bank - Durand

LOAN ORIGINATOR'S NMLSR ID NO. 690149

LOAN ORIGINATOR ORGANIZATION'S NMLSR ID NO. 401935

eFIPCO	
W. B. A.	11142
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DOCUMENT NO.

**REAL ESTATE MORTGAGE**

(Use For Consumer or Business Transactions)

Field McConnell, An Unmarried Individual

("Mortgagor," whether one or more), whose address is N3572 County Road S, Plum City, WI 54761

mortgages, conveys, assigns, grants a security interest in and warrants to Waumandee State Bank - Durand

("Lender")

whose address is 308 3rd Avenue West, Durand, WI 54736

In consideration of the sum of Two Hundred Eighty-Seven Thousand Two Hundred Fifty Dollars and 00/100

Dollars

(\$ 287,250.00 ), loaned or to be loaned to Field McConnell

("Borrower," whether one or more) by Lender, evidenced by Borrower's note(s) or agreement(s) dated January 26, 2017

the real estate described below, together with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all claims, awards and payments made as a result of the exercise of the right of eminent domain, all existing and future improvements and all goods that are or are to become fixtures (all called the "Property") to secure the Obligations described in paragraph 5, including, but not limited to, repayment of the sum stated above plus certain other debts, obligations and liabilities arising out of past, present and future credit granted by Lender. **SINCE THIS MORTGAGE SECURES ALL OBLIGATIONS DESCRIBED IN PARAGRAPH 5, IT IS ACKNOWLEDGED AND AGREED THAT THIS MORTGAGE MAY SECURE OBLIGATIONS FROM TIME TO TIME IN A DOLLAR AMOUNT GREATER THAN THE DOLLAR AMOUNT STATED ABOVE.**

If checked here, and not in limitation of paragraph 5, this Mortgage is also given to secure all sums advanced and re-advanced to Borrower by Lender from time to time under the revolving credit agreement between Borrower and Lender described above.

1. Description of Property. (This Property is the homestead of Mortgagor.)

Property located at N3572 County Road S, Plum City, WI 54761

See Legal Description Attached

Recording Area

Name and Return Address

Waumandee State Bank  
S2021 County Road U  
Waumandee, WI 54622

034-01023-1000

Parcel Identifier Number

If checked here, description continues or appears on attached sheet(s).

If checked here, this Mortgage is a construction mortgage.

If checked here, Condominium Rider is attached.

2. Title. Mortgagor warrants title to the Property, excepting only restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due and n/a

3. Escrow. Interest will not be paid on escrowed funds if an escrow is required under paragraph 8(a).

4. Additional Provisions. This Mortgage Includes the additional provisions on pages 2 and 3, which are made a part of this Mortgage.

LOAN ORIGINATOR'S NAME Tracy A Sterry

LOAN ORIGINATOR ORGANIZATION'S NAME Waumandee State Bank - Durand

LOAN ORIGINATOR'S NMLSR ID NO. 890149 LOAN ORIGINATOR ORGANIZATION'S NMLSR ID NO. 401935

(c) any release or agreement not to sue any guarantor or surety of the Obligations, (d) any failure to perfect Lender's security interest in or realize upon any security or collateral for the Obligations, (e) any failure to realize upon any of the Obligations or to proceed against any Borrower or any guarantor or surety, (f) any renewal or extension of the time of payment, (g) any determination of the allocation and application of payments and credits and acceptance of partial payments, (h) any application of the proceeds of disposition of any collateral for the Obligations to any obligation of any Borrower secured by such collateral in such order and amounts as it elects, (i) any determination of what, if anything, may at any time be done with reference to any security or collateral, and (j) any settlement or compromise of the amount due or owing or claimed to be due or owing from any Borrower, guarantor or surety.

13. Assignment of Rents and Leases. Mortgagor conveys, assigns and transfers to Lender, as additional security for the Obligations, all leases of all or any part of the Property, whether oral or written, now or hereafter entered into by Mortgagor, together with any and all extensions and renewals of any leases, and all rents which become or remain due or are paid under any agreement or lease for the use or occupancy of any part or all of the Property. Until the occurrence of an event of default under this Mortgage or any Obligation, Mortgagor has a license to collect the rents, issues and profits (the "Rents") from the Property. To the extent not prohibited by the Wisconsin Consumer Act, if applicable, upon or at any time after the occurrence of such an event of default and the expiration of any applicable cure period described in paragraph 11, and lapse of any applicable grace, notice or cure period provided in any document evidencing such Obligation, the license granted Mortgagor to collect the Rents shall automatically and immediately terminate and Mortgagor shall hold all Rents (whether paid before or after an event of default) in trust for the use and benefit of Lender, and Lender may, at its option, without any further notice, either in person or by agent, with or without taking possession of or entering the Property, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, collect all of the Rents payable under the leases. All such payments shall be applied in such manner as Lender determines to payments required under this Mortgage and the Obligations. To the extent not prohibited by the Wisconsin Consumer Act, if applicable, this assignment shall be enforceable and Lender shall be entitled to take any action to enforce the assignment (including notice to the tenants to pay directly to Lender or the commencement of a foreclosure action) without seeking or obtaining the appointment of a receiver or possession of the Property. Any entering upon and taking possession of the Property, any collection of Rents, and any application of Rents as allowed by this Mortgage shall not cure or waive any default or waive, modify or affect notice of default under this Mortgage or invalidate any act done pursuant to such notice, and not in any way operate to prevent Lender from pursuing any other remedy which it now or hereafter may have under the terms or conditions of this Mortgage. Any document evidencing any Obligation or any other instrument securing the Obligations.

14. Power of Sale. In the event of foreclosure, Lender may sell the Property at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statute. In the event of a foreclosure in which the court determines that the Property is abandoned under §846.102 Wis. Stats., and as the same may be amended or renumbered from time to time, Lender may sell the Property at public sale in accordance with that statute.

15. Receiver. Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Lender under it, without regard to the adequacy or inadequacy of the Property as security for the Obligations, Mortgagor agrees that the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.

16. Foreclosure Without Deficiency Judgment. If the Property is a one-family to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt nonprofit charitable organization, Mortgagor agrees to the provisions of §846.101 Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less three months after a foreclosure judgment is entered. If the Property is other than a one-family to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt nonprofit charitable organization, Mortgagor agrees to the provisions of §846.103, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

17. Expenses. To the extent not prohibited by the Wisconsin Consumer Act or Chapter 428, Wisconsin Statutes, if applicable, Mortgagor shall pay all reasonable costs and expenses before and after judgment, including without limitation, attorneys' fees, appraisal fees, fees and expenses for environmental assessments, inspections and audits, and fees and expenses for obtaining title evidence incurred by Lender in protecting or enforcing its rights under this Mortgage.

18. Successors and Assigns. The obligations of all Mortgagors are joint and several. This Mortgage benefits Lender, its successors and assigns, and binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns.

19. Interpretation. The validity, construction and enforcement of this Mortgage are governed by the internal laws of Wisconsin except to the extent such laws are preempted by federal law. All references in this Mortgage to sections of the Wisconsin Statutes are to those sections as they may be renumbered from time to time. Invalidity of any provision of this Mortgage will not affect the validity of any other provision.

20. Entire Agreement. This Mortgage is intended by Lender and Mortgagor as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Mortgage. To the extent not prohibited by the Wisconsin Consumer Act, if applicable, this Mortgage may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of Lender and Mortgagor. There are no oral agreements among Lender and Mortgagor. This Mortgage may not be supplemented or modified except in writing signed by Lender and Mortgagor.

21. Other Provisions. (If none are stated below, there are no other provisions.)

The undersigned agrees to the terms of this Mortgage and acknowledges receipt of an exact copy of this Mortgage.

NOTICE TO CUSTOMER IN A TRANSACTION GOVERNED BY THE WISCONSIN CONSUMER ACT
(a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON ALL THREE PAGES, EVEN IF OTHERWISE ADVISED.
(b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
(c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
(d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

Signed and Sealed January 26, 2017 (Date)

(SEAL)

(Type of Organization)

(State of Organization)

(Organizational I.D. Number, if any)

By: (SEAL)

Field McConnell (SEAL)

By: (SEAL)

(SEAL)

By: (SEAL)

(SEAL)

By: (SEAL)

(SEAL)

AUTHENTICATION

OR

ACKNOWLEDGMENT

Signatures of

State of Wisconsin

County of Pepin

authenticated this day of

This instrument was acknowledged before me on January 26, 2017

by Field McConnell

by

(Name(s) of person(s))

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

as n/a

(Type of authority, e.g., officer, trustee, etc., if any)

n/a

of

(Name of party or parties of whom instrument was executed, if any)

Tracy A. Stern (Notary Signature)

\* Tracy A. Stern

Notary Public, Wisconsin

My Commission Expires February 28, 2020

This instrument was drafted by: Michelle Glander, Waumandee State Bank

\*Type or print name signed above.

All of the North 1/2 of the SE 1/4 of Section 10, Township 25 North, Range 15 West, lying South and East of C.T.H. "S".

And a part of the South 1/2 of the NE1/4 of Section 10, Township 25 North, Range 15 West, described as follows: Beginning at the East Quarter post of Section 10, Township 25 North, Range 15 West, thence North along the East section line 58 rods, then South 55 degrees West 40 rods, thence South 87 degrees West 25 rods 8 links, thence South 78 3/4 degrees West 26 rods; then South 50 1/2 degrees West 22 rods 2 links; thence South 70 degrees West 13 rods 9 links; thence South 49 3/4 degrees West 4 rods; thence South 44 degrees West 7 rods 9 1/2 links; thence East along the East and West 1/4 line 121 rods 2 links to the place of beginning.

All that part of the NE1/4 of the SW1/4 of Section 10, Township 25 North, Range 15 West, lying Easterly of County Trunk Highway "S".

All being in the Town of Union, Pierce County, Wisconsin.

CONSUMER		FIPCO
W. B. A.	201907	11178
2007 Wisconsin Bankers Association/Distributed by FIPCO®		

### NOTICE OF RIGHT TO CURE DEFAULT

(Required before legal action for collection is commenced if Wis. Stats. §425.105 applies)

To: Field McConnell  
PO Box 39  
Plum City, WI 54761

In Responding Please Contact:

Tracy Sterry

Our records show you are in default on the following credit transaction with us:

Note  Installment Sale Agreement  \_\_\_\_\_  
 dated January 31, 2017 in the original amount of \$ 287,250.00 , Loan Number: 800339

for the following reason(s):

Nonpayment of amounts due.

Nonpayment of Property Taxes for 2016, 2017 & 2018

You may cure the default(s) on or before April 25, 2019 by:

<input type="checkbox"/> Paying to the creditor named below:	Late Payment 2016 Property Taxes .....	\$ <u>14,972.58</u>
	Late Payment 2017 Property Taxes .....	<u>14,533.37</u>
	Late Payment 2018 Property Taxes .....	<u>12,268.09</u>
	Delinquency Charge .....	_____
	<b>Total</b>	\$ <u>41,774.04</u>

Doing the following: By paying the Pierce County Treasurer IN FULL for 2016, 2017 and 2018 Property Taxes

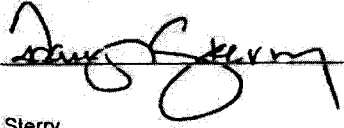
**SPECIAL NOTICE: IF YOU DO NOT PAY THE TOTAL AMOUNT SHOWN BY THE DATE INDICATED, THEN YOUR ENTIRE OUTSTANDING BALANCE WILL AUTOMATICALLY BE ACCELERATED AND BECOME IMMEDIATELY DUE AND PAYABLE WITHOUT FURTHER NOTICE, DEMAND OR RIGHT TO CURE.**

Unless the credit transaction is excluded from coverage under the Wisconsin Consumer Act, the collateral is removed from Wisconsin under 421.201(5), Wis. Stats., or abandoned under §425.207(2), Wis. Stats., you have a right to a court hearing on the issue of default before any repossession of any Collateral, but by surrendering the Collateral you waive such right. You may initiate surrender by contacting the creditor and suggesting arrangements.

Dated: April 10, 2019

Creditor:

Waumandee State Bank (NAME)

By:   
Tracy Sterry

308 Third Avenue West, Durand WI (ADDRESS)

715-672-3375 (TELEPHONE NUMBER)

**NOTICE:**  If checked here, we have told a credit bureau about a late payment, missed payment or other default on your account. This information may be reflected in your credit report.

11874  
 Department of the Treasury - Internal Revenue Service  
**Form 668 (Y)(c)**  
 (Rev. February 2004)  
**Notice of Federal Tax Lien**

Area: SMALL BUSINESS/SELF EMPLOYED AREA #4  
 Lien Unit Phone: (800) 829-3903  
 Serial Number: 248815317  
 For Optional Use by Recording Office

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer FIELD MCCONNELL

Residence N3572 COUNTY ROAD S  
 PLUM CITY, WI 54761-8408

**IMPORTANT RELEASE INFORMATION:** For each assessment listed below, unless notice of the lien is refilled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2012	XXX-XX-9001	11/18/2013	12/18/2023	
1040	12/31/2012	XXX-XX-9001	07/13/2015	08/12/2025	94506.17
1040	12/31/2013	XXX-XX-9001	11/24/2014	12/24/2024	
1040	12/31/2013	XXX-XX-9001	04/25/2016	05/25/2026	47448.89

Place of Filing Register of Deeds  
 Pierce County  
 Ellsworth, WI 54011  
 Total \$ 141955.06

This notice was prepared and signed at CHICAGO, IL, on this,

the 09th day of February, 2017

Signature *Cheryl Conder*  
 for G.J. CARTER-LOUIS  
 Title ACS SBSE  
 (800) 829-3903  
 24-00-0008

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien  
 Rev. Rul. 71-456, 1971 - 2 C.B. 409)  
 Part 1 - Kept By Recording Office  
 Form 668(Y)(c) (Rev. 2-2004)  
 CAT. NO 60025X



570377

PIERCE COUNTY  
REGISTER OF DEEDS  
JULIE HINES

PHASES: 2

FED

RECORDING FEE: 30.00

02/21/2017 08:00AM

000059

FILED  
05-23-2019  
Clerk of Circuit Court  
Pierce County, WI  
2019CV000098

STATE OF WISCONSIN

CIRCUIT COURT

PIERCE COUNTY

WAUMANDEE STATE BANK,

Plaintiffs

SUMMONS

vs.

Case No.

Foreclosure of Mortgage - 30404

FIELD MCCONNELL  
N3572 County Road S  
Plum City, WI 54761

AND

UNITED STATES OF AMERICA  
(Internal Revenue Service)

AND

STATE OF WISCONSIN  
(Department of Revenue)

Defendants.

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THE STATE OF WISCONSIN, to the persons named above as Defendants.

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

Within **twenty (20) days**, or **forty-five (45) days** in the case of an agency of the State of Wisconsin, or **sixty (60) days** in the case of 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, at Pierce County Courthouse, 414 West Main Street, Ellsworth, Wisconsin 54011 and to Roger M. Hillestad, Plaintiff's attorney, whose address is listed below. You may have an attorney help or represent you.



If you do not provide a property Answer within twenty (20) days, or forty-five (45) days in the case of an agency of the State of Wisconsin, or sixty (60) days in the case of the United States of America, the Court may grant judgment against you for the award of money or other legal action requires 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.

Electronically signed on  
May 21, 2019  
Roger M. Hillestad by MB  
308 Third Avenue West  
Durand, WI 54736  
Telephone: (715) 672-8955  
State Bar No. 1011487

**THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED  
WILL BE USED FOR THAT PURPOSE.**