

Jan
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14-2373

STATE OF WISCONSIN

CIRCUIT COURT

MANITOWOC COUNTY

TCF NATIONAL BANK,
200 Lake Street East
Wayzata, MN 55391

RECEIVED

NOV 04 2014

CITY CLERKS OFFICE

Plaintiff,

vs.

Case No. 14 CV 482

Code No. 30404

Foreclosure of Mortgage

Dollar Amount Greater Than \$5,000

GAIL A. KOCH and JOHN DOE
unknown spouse of Gail A. Koch
819 Green Street
Manitowoc, WI 54220

FILED

OCT 31 2014

CLERK OF CIRCUIT COURT
MANITOWOC COUNTY, WI

CITY OF MANITOWOC,
c/o City Clerk
900 Quay Street
Manitowoc, Wisconsin 54220

Defendants.

SUMMONS

THE STATE OF WISCONSIN, To each person named above as a Defendant:

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

Within (20) days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. In the event State of Wisconsin is a defendant, it has (45) days within which to answer. In the event that the United States of America is a defendant, it has (60) days within which to file its responsive pleading to the complaint. The answer must be sent or delivered to the court, whose address is:

Clerk of Circuit Court
Manitowoc County Courthouse
1010 South Eighth Street
Manitowoc, WI 54220

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

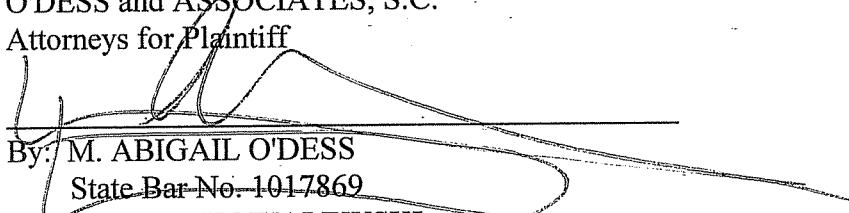
O'Dess and Associates, S.C.
Suite 403
1414 Underwood Avenue
Wauwatosa, Wisconsin 53213

You may have an attorney help or represent you.

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

Dated at Wauwatosa Wisconsin, this October 30, 2014.

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

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

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

TCF NATIONAL BANK,
200 Lake Street East
Wayzata, MN 55391

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CLERK OF CIRCUIT COURT
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COMPLAINT

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

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

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

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

Lot Two (2), Block Two (2) in W.D. RICHARD'S SUBDIVISION, City of Manitowoc, Manitowoc County, Wisconsin. More commonly known as 819 Green Street. Tax Key No. 052-600-002-020.00

6. That according to its terms, there is now due and owing to plaintiff on said mortgage note and mortgage as of September 26, 2014 the following:

Principal	\$64,569.17
Interest	\$2830.85
Late Charges	\$70.00
Total	\$67,470.02

That payments pursuant to said mortgage note and mortgage are due from February 28, 2014.

7. That by reason of the aforesaid default on the part of the defendants, plaintiff heretofore and before the commencement of this action, exercised the option as provided in the note and mortgage to declare the whole of the principal and interest thereof due and payable forthwith; that notice of the exercise of such option is expressly waived in said mortgage note and mortgage. That no proceedings have been had at law or otherwise for recovery of the sums secured by said note and mortgage except the present action and that no part thereof has been paid or collected except as set forth herein. acceleration was given to defendants in compliance with the terms of the mortgage note and mortgage herein.

8. That the plaintiff has elected to proceed to foreclosure pursuant to §846.101, formerly §816.101, formerly §278.101, or §846.103(2) or §846.102 Wisconsin Statutes, that the premises covered by the mortgage are twenty acres or less in area, and are owner occupied, and that pursuant to said section plaintiff hereby elected to waive judgment for any deficiency which may remain due the plaintiff after sale of the mortgaged premises, against every party who is

personally liable for the debt secured by the mortgage, and consents that the mortgagor(s), unless they abandon the property, may remain in possession of the mortgaged property and be entitled to all of the rents, issues and profits therefrom to the date of confirmation of sale by the Court. However, if the property is not owner occupied plaintiff will proceed under §846.103(2) for a three month redemption period. If the property is vacant and abandoned plaintiff will proceed to judgment under §846.102 Wis. Stats. and request a five week redemption period.

WHEREFORE, plaintiff demands judgment:

1. For the foreclosure and sale of the mortgaged premises in accordance with §846.101 or §846.103(2) or §846.102 Wisconsin Statutes depending upon occupancy status upon service of process;
2. That the amount due to the plaintiff in principal and interest, costs, disbursements and attorneys' fees be adjudged and determined;
3. That the defendants and all persons claiming under them be barred and foreclosed from all right, claim, lien, title, and equity of redemption in or to said premises, except the right to redeem the same before sale as provided by law;
4. That the mortgagor defendants or persons occupying the premises be enjoined and restrained from committing waste during the pendency of the action; and
5. That the plaintiff may take all necessary steps to secure and winterize the subject property in the event it is abandoned by the defendants and becomes unoccupied during the redemption period or until such time as this matter is concluded; and
6. That the plaintiff seeks permission, pursuant to §846.09, Wisconsin Statutes, to amend its pleadings to add any other parties it determines are necessary; and
7. That plaintiff have such other and further relief as may be just and equitable.

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

By: M. ABIGAIL O'DESS
State Bar No. 1017869

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

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

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

SCHEDULE 1

Plaintiff

1. That the plaintiff, TCF National Bank, is a national bank, duly organized and existing under the laws of the United States of America, with its offices located at 200 Lake Street East, Wayzata, Minnesota.

Defendants

2. That the defendant, Gail A. Koch, is an adult resident of the City of Manitowoc, County of Manitowoc, State of Wisconsin, residing at 819 Green Street; that defendant's occupation is unknown.

3. That the defendant, John Doe, unknown husband of Gail A. Koch, is, upon information and belief, an adult resident of the City of Manitowoc, County of Manitowoc, State of Wisconsin, residing at 819 Green Street; that his actual name and occupation are unknown. That said defendant has, or may have, or may claim to have, an interest or lien in the subject premises by virtue of his marriage to Gail A. Koch.

4. That the defendant, City of Manitowoc, is a body politic and a body corporate, duly organized and existing under the laws of the State of Wisconsin, with its offices located in care of the City Clerk, 900 Quay Street, Manitowoc, Wisconsin 54220; that said defendant has, or may have, or may claim to have, an interest or lien in the subject premises by virtue of the following:

Mortgage, and the Terms and Conditions thereof, from Gail A. Koch, to the City of Manitowoc, for \$13,430.43 dated September 22, 2008 and recorded on January 5, 2009 in the Office of the Register of Deeds for Manitowoc County, Wisconsin, as Document No. 1057365, and subordinated to plaintiff's lien by an instrument executed by the Community Development Authority of the City of Manitowoc dated December 17, 2009 and recorded January 21, 2010 as Document No. 1077228.

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

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

2. The amount of the debt as of September 26, 2014 is:

Principal	\$64,569.17
Interest	\$2830.85
Late Charges	\$70.00
Total	\$67,470.02

Since interest, late charges, and other charges may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (414) 727-1591 and ask for attorney M. Abigail O'Dess.

3. The plaintiff as named in the attached summons and complaint is the creditor to whom the debt is owed.

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

5. The law does not require O'Dess and Associates, S.C. to wait until the end of the thirty-day period before suing you to collect this debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty-day period that begins with your receipt of this notice, the law requires our law firm to suspend efforts (through litigation or otherwise) to collect the debt until we mail

the requested information to you.

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

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

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

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

Note and Security Agreement

Borrower(s): GAIL A KOCH

Co-Borrower(s):

Date of this Agreement: 12/21/2009

Loan Number: [REDACTED]

Introduction

This Note and Security Agreement ("Agreement") states the terms of your loan with us. By signing below, you agree to all the terms of this Agreement. Terms following a checkbox apply only if the box is checked.

Definitions. In this Agreement, the terms "you," "your," and "Borrower" mean each person and all persons signing this Agreement as a Borrower or Co-Borrower. "We," "us," "our," and "TCF" mean TCF National Bank, 2508 South Louise Avenue, Sioux Falls, SD 57106, and its successors and assigns. See the section called "Additional Definitions" on page 2 for more definitions.

Your Promise to Pay. To repay your loan, you promise to pay us the Principal Balance plus interest on the Principal Balance. You also promise to pay us the amount necessary to pay any Escrow Items in any Mortgage/Deed of Trust that secures this Agreement. You must make all payments in U.S. Dollars. We may direct you to make your payments to someone else (that means this Agreement is payable to us or "our order").

You must make all payments at our address shown on the statement or payment coupon that we send you, or at such other address we designate for making payments in a written notice that we send you ("Payment Address"). If you deliver any payments to an address other than the Payment Address, we will not apply them to your loan until we receive them at the Payment Address.

We will begin charging interest on your loan on 12/25/2009 ("Interest Start Date").

Interest Rate. You will pay us interest on the Principal Balance at:

A fixed annual interest rate of 6.640 %.

A variable (changeable) annual interest rate equal to the Index rate described below ("Index Rate") _____ percentage points (the "Margin"). At the end of each month, we calculate the interest you owe for the month. The interest you owe for the month is the sum of the interest you owe for each day of that month.

To calculate the interest you owe for each day of a month, we multiply the daily interest rate for that day by the Principal Balance at the end of the day. To determine the daily interest rate, we divide the annual interest rate for the day by 365 (366 in a leap year). We base the annual interest rate on, and will change the annual interest rate according to, the Index Rate described below. We calculate the Principal Balance at the end of the day by taking the Principal Balance at the beginning of the day, subtracting any payments or credits we apply to the Principal Balance that day, and adding any fees, charges or other amounts to the Principal Balance that are authorized under this Agreement or the Mortgage/Deed of Trust and allowed by law.

The Index Rate for all days during a calendar month is the highest U.S. prime rate published in The Wall Street Journal (currently under "Money Rates") any time during that calendar month. If more than one U.S. prime rate is published, or if a range of rates is published, we will use the highest rate. If The Wall Street Journal discontinues publishing the Index Rate, we will pick a new index rate and margin, and we will send you notice of the new index rate and margin. The new Index rate will be the Index Rate and the new margin will be the Margin. The Index Rate may not be the lowest or best rate offered by us or other lenders.

Based on an estimated beginning Index Rate of _____ %, your estimated beginning annual interest rate is _____ %. This is an estimate only. Your beginning interest rate will be higher if a higher Index Rate is published any time during the calendar month of the Interest Start Date.

Regardless of any changes in the Index Rate, the interest rate for this Agreement will not be less than the rate stated in the section called "Minimum Interest Rate" on page 1 or higher than the rate stated in the section called "Highest Interest Rate" on page 1.

Minimum Interest Rate. If this Agreement has a variable interest rate, the minimum annual interest rate on this Agreement is .51 percentage points (.51%) below your beginning interest rate, or 4.99%, whichever is greater, unless your initial interest rate is less than 4.99 percentage points (4.99%); then your minimum interest rate will be equal to your initial interest rate.

Highest Interest Rate. The highest annual interest rate on this Agreement is _____ %.

However, the interest rate on this Agreement will never exceed the highest rate the law allows us to charge. If we exceed the highest allowable rate, we will give you back the excess interest we have already collected from you. We may do this by applying the excess interest to the Principal Balance or by making a direct payment to you.

Fee for Canceling Automatic Withdrawal Payments From Your TCF Checking or Savings Account

You have agreed to make the payments due under this Agreement by automatic withdrawal from a TCF checking or savings account. If you or we cancel the automatic withdrawal, you must pay an ACH cancellation fee of 1% of the Principal Balance at time of cancellation. If we cancel the automatic withdrawal, we may charge this fee only if the cancellation is because of your default under this Agreement or the terms of your TCF checking or savings account agreement or because we determined there have been excessive automatic withdrawals returned for insufficient funds.

BY SIGNING BELOW, YOU STATE THAT YOU HAVE READ AND AGREE TO ALL THE TERMS OF THIS AGREEMENT INCLUDING THE TERMS ON PAGES 1 THROUGH 12 OF THIS AGREEMENT. YOU AGREE THAT THE TERMS ON PAGES 1 THROUGH 12 ARE PART OF THIS AGREEMENT. BY SIGNING BELOW, YOU ALSO STATE THAT YOU HAVE RECEIVED A COMPLETED COPY OF ALL 12 PAGES OF THIS AGREEMENT.

NOTICE TO CUSTOMER

- (a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON ALL 12 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.

Gail A Koch
Borrower GAIL A KOCH

Co-Borrower

Borrower Drivers License or State ID #

Co-Borrower Drivers License or State ID #

You agree that this Agreement is subject to arbitration as set forth in a separate Arbitration Agreement dated the same day as this Agreement. You also state that you received and agree to the terms of the separate Arbitration Agreement.

Initials GK Initials

EXHIBIT

Additional Definitions

- "Assigns" means a legal entity or person to whom we assign our legal rights and obligations under this Agreement.
- "Collateral" is defined in the section called "Security" beginning on page 3.
- "Escrow Items" is defined in the Mortgage/Deed of Trust.
- "Index Rate" and "Margin" are defined in the section called "Interest Rate" on page 1.
- "Interest Start Date" is the date we begin charging interest on your loan, as stated in the section called "Your Promise to Pay" on page 1.
- "Mortgage/Deed of Trust" means any mortgage or deed of trust that secures this Agreement as described in the section called "Security" beginning on page 3.
- "Payment Address" means the address where you are required to make your loan payments, as stated in the section called "Your Promise to Pay" on page 1.
- "Principal Balance" is the unpaid loan amount you owe under this Agreement from time to time. We calculate the Principal Balance as described in the section called "Interest Rate" on page 1. The beginning Principal Balance of your loan is \$ 68,000.00.
- "Successor" means a legal entity or person who by law succeeds to our legal rights and obligations under this Agreement.

Our Right to Withhold Funding Under this Agreement. You will be in default under this Agreement, and we may refuse to disburse any part of your loan, if we determine that any of the information you provided to us in your application for credit of any affidavit is inaccurate, fraudulent, incomplete, or misleading in any manner. This may include, among other things, information regarding: (1) the ownership of any real property securing this Agreement; (2) any mortgages, deeds of trust, liens or other claims by third parties against the real property; (3) the amount you owe for any items that could create liens or other claims by third parties against the real property; (4) the legal description of the real property; or (5) any contracts or other agreements affecting the real property. Our rights under this paragraph are explained further in the section called "Our Remedies if You Default" beginning on page 4 and are in addition to, and do not replace, any other remedies we have under this Agreement, the Mortgage/Deed of Trust, or the law.

Payment Schedule. You agree to repay the Principal Balance plus interest at the Payment Address according to the following schedule:

- Installment Loan.** (a) 359 equal monthly payments of \$436.31, with the first payment due on 01/28/2010, and with subsequent payments due on the 28th day of each succeeding month beginning February; plus (b) one final payment of the remaining Principal Balance and all other amounts you owe under this Agreement on 12/28/2039.
- The final payment is a large balloon payment because you have selected:
 - Monthly payments based on an amortization term longer than the term of this Agreement.
 - Monthly payments which result in a specific final payment amount that you have selected.
- Single Payment Loan.** The Principal Balance, together with all interest and any other amounts you owe under this Agreement, are due and payable in one payment on _____.

We base the Finance Charge shown in the separate Truth-in-Lending Disclosure Statement that we give you and the payment schedule shown above, in part, on our estimate of the interest you will owe.

For variable interest rate loans, if the interest rate changes due to changes in the Index Rate, the interest you will actually pay will be different from our estimate and the payments will change as described in the section called "Changes in Payment Schedule Due to Changes in Annual Interest Rate" beginning on page 2.

For fixed and variable interest rate loans, if you make early or late payments, the interest you will actually pay will be different from our estimate because we charge interest on the Principal Balance for each day any Principal Balance remains outstanding. This is true even if the interest rate does not change. For fixed interest rate loans, the last payment will be adjusted up or down to make up for any difference due to early or late payments. For variable interest rate loans, the last payment will be adjusted up or down to make up for any difference due to early or late payments since the last payment change. Any difference due to early or late payment for previous years will be reflected in each payment change described in the section called "Changes in Payment Schedule Due to Changes in Annual Interest Rate" beginning on page 2.

NOTE

The dollar amount of the finance charge disclosed to you for this credit transaction is based upon your payments being received by the creditor on the date payments are due. If your payments are received after the due date, even if received before the date a late fee applies, you may owe additional and substantial money at the end of the credit transaction and there may be little or no reduction of principal. This is due to the accrual of daily interest until a payment is received.

Application of Payments

We may apply each of your payments: (1) first to any Escrow Items; (2) then to any late charges; (3) then to any TCF Command Protection charges; (4) then to any returned payment charges; (5) then to any other charges you owe; (6) then to the interest you owe; and (7) then to reduce the Principal Balance (including any points, processing fees, and other charges included in the Principal Balance).

- Changes in Payment Schedule Due to Changes in Annual Interest Rate.** If this is a variable interest rate loan, changes in the interest rate will affect the payments as follows.

If this is an installment loan, the monthly payment will change annually on each anniversary date of the first payment due date. Each anniversary of the first payment due date is called a "Payment Change Date." For each Payment Change Date, we will determine the amount of the monthly payment that would be large enough to repay the Principal Balance and interest on the Principal Balance in full by the final payment due date. We will use the interest rate in effect on the date shown in the notice of payment change (referred to below) to make this calculation. The interest rate will continue to adjust between Payment Change Dates as described in the section called "Interest Rate" on page 1.

Because the interest rate can change each month and the payment changes annually, it is possible that the regular monthly payment will not pay all interest that accrues on the Principal Balance.

If the interest rate changes after the last Payment Change Date and before the final payment due date, the final payment will be adjusted so that the Principal Balance and interest you owe will be paid in full.

If this is a single payment loan, the single payment, consisting of the Principal Balance, together with all interest and other amounts you owe under this Agreement, will be adjusted to reflect the increased or decreased interest rate.

We will give you at least 25 days' (but no more than 120 days') notice of any change in the payment. The interest rate in effect on the date 120 days before the final payment due (as originally scheduled or as rescheduled due to any extension of the final payment due date we agree to) will be the rate we charge after that date.

Points, Other Prepaid Finance Charges, and Other Costs at Closing. In addition to the interest you owe, we may have charged you "points" (sometimes called "loan discount"), other prepaid finance charges, and other costs at closing for this transaction. For Agreements secured by real property and subject to the Real Estate Settlement Procedures Act, the points, other prepaid finance charges, and other costs at closing are shown on the HUD settlement statement we give you in connection with this Agreement. For all other Agreements, the points, other prepaid finance charges, and other costs at closing are shown on the Itemization of Amount Financed we give you in connection with this transaction.

Prepayment of Principal Balance. If this Agreement is secured by a Mortgage/Deed of Trust, you will pay us a prepayment charge of \$475.00 if you prepay in full within the first 24 months of this Agreement. However, you will not be required to pay a prepayment charge if your prepayment is due to your refinancing of this Agreement with us or an affiliate of ours. Except for this prepayment charge, you have the right to pay all or part of the Principal Balance at any time. If you prepay only part of the Principal Balance, you will still have to make the full regular monthly payments until you pay this Agreement in full.

Administrative Fee. You will pay us an administrative fee of \$25. We will include this fee in the Principal Balance. If you prepay this Agreement in full, we will not give you back any part of the administrative fee.

Late and Returned Payment Charges

If we do not receive a required payment in full on or before the 10th day after the due date at the Payment Address, you must pay a late charge equal to the following: (1) \$15 if this Agreement is unsecured or secured by property other than real estate, or (2) the greater of 5% of the payment amount or \$25 if this Agreement is secured by real estate. If the 10th day is a Saturday, Sunday, or legal holiday as specified in 5 U.S.C. §6103(a), we will not charge you a late charge if we receive the payment in full on the next day that is not a Saturday, Sunday, or legal holiday.

We apply payments in the order in which they are due. We will not charge you a late charge on any payment when the only delinquency is due to late charges assessed on earlier payments and the payment is otherwise a full payment. We will not assess the late charge on the single payment due on a single payment loan.

You must pay \$25 for each check or other payment instrument (including electronic payment) that is returned unpaid.

Annual Interest Rate After Maturity. The annual interest rate in effect on the final due date shown in the section called "Payment Schedule" on page 2 (or any extension of the final payment due date that we agree to), or the date we require you to immediately pay everything you owe under this Agreement, will apply and continue in effect until you pay this Agreement in full.

SECURITY

To protect us if you default under this Agreement, and any changes to or extensions or renewals of this Agreement:

Mortgage/Deed of Trust. You give us a Mortgage/Deed of Trust dated the same date as this Agreement. You agree to comply with the terms of the Mortgage/Deed of Trust in addition to the terms of this Agreement. The Mortgage/Deed of Trust covers the real property located at:

819 GREEN ST MANITOWOC WI 54220

You will assist us and do whatever is necessary for us to obtain a Mortgage/Deed of Trust on the real property described above and to protect our interest in the property. For example, you will make sure anyone who has an interest in the property has signed the Mortgage/Deed of Trust, and will do whatever is necessary to make sure the Mortgage/Deed of Trust is properly filed. We will not release the Mortgage/Deed of Trust until you have paid us everything you owe under this Agreement and the Mortgage/Deed of Trust.

Security Agreement. You give us a security interest in the following property ("Collateral"):

This security interest does not apply to personal property that is your principal dwelling if we fail to provide you any required notice of right to cancel under the Federal Truth-in-Lending Act.

Accessions and Proceeds. To protect us if you default under this Agreement and any changes to or extensions or renewals of this Agreement, you also give us a security interest in any "accessions" to and "proceeds" of any Collateral described above, all of which will be included in the term "Collateral."

"Accessions" means any goods installed in or attached to the Collateral. "Proceeds" means any money or property due you from the loss, destruction, or sale of the Collateral. Accessions and proceeds are further defined in Article 9 of the Uniform Commercial Code.

Ownership of the Collateral. You represent (state) to us that you or any Collateral Owner signing this Agreement have full ownership of all the Collateral. You represent (state) to us that no one else has an interest in or claim against the Collateral, including a lien, other than those interests noted in any written inspection reports we obtained before the date of this Agreement. You will not sell or give anyone else an interest in any of the Collateral without our written permission. You will keep the Collateral free from all other interests and claims.

Perfection of Our Security Interest. You will assist us and do whatever is necessary for us to perfect our security interest in the Collateral. For example, if the Collateral is a motor vehicle or other property covered by a certificate of title, you will make sure that our security interest is properly noted on the certificate of title. You will also provide us with signed financing statements (or amendments to financing statements) for the Collateral and do whatever is necessary for us to properly file them. You will notify us immediately in writing if you change your address.

Care of the Collateral. You will: (1) keep all the Collateral in good repair and working order; (2) replace broken and worn parts; (3) allow us to inspect the Collateral at our request; (4) notify us in writing immediately of any loss or damage to the Collateral; and (5) not use the Collateral for any unlawful purpose.

Insurance

Please note that what follows in this section called 'Insurance' will NOT apply if you are a Wisconsin resident and your initial balance is less than \$800.

You will keep the Collateral and any real property securing this Agreement insured against: (1) fire (including extended coverage); (2) theft and collision (for motor vehicles); and (3) any other risks we name.

You may buy the insurance from anyone you want, but the insurance company and the amount of insurance must be acceptable to us. You will have the insurance company name us in the policy as a lender loss payee or mortgagee. You will give us proof of coverage from time to time at our request. The type of proof must be acceptable to us.

You will instruct each issuer of an insurance policy to pay any claims directly to us and to notify us in writing at least 30 days before ending coverage. You assign any insurance payments to us as additional security. You give us the right to sign your name (called a "power of attorney") on any insurance payments so that we can apply those payments to the amount you owe under this Agreement.

Notice: Unless you provide us with evidence of the insurance coverage required by this Agreement, we may purchase insurance at your expense to protect our interests in the Collateral and any real property securing this Agreement. 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 or real property. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by this Agreement. If we purchase insurance for the Collateral or real property, 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 or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

Location of Collateral. You will not remove Collateral without our written permission from the state where you currently live. You will not change your address or the location where you keep the Collateral, unless you have done whatever is necessary for us to perfect our security interest in the Collateral as required in the section called "Perfection of Our Security Interest" on page 4.

Special Rules for Securities. If any Collateral consists of stocks, bonds, or other types of securities, the following additional terms apply:

- You will endorse those securities at our request or sign a separate form allowing us to transfer the securities. If we ask you to, you will also deliver to us anything that you receive from the issuer of those securities. For example, you will deliver any money, notices, and additional securities that you receive from the issuer because you own the securities. Whatever you deliver to us will be Collateral for this Agreement.
- We may notify the issuers of those securities of our security interest. We may require the issuers to make any payments to us directly, and we may sue the issuers if they do not pay as required.
- If your securities are issued or held by another party, such as your broker, you will obtain from that party a signed control agreement that we may require to perfect or enforce our security interest in the Collateral.

Our Right to Take Action. If you fail to perform any of your duties described in this section called "Security," then we may take any steps necessary to protect our interest in the Collateral or real property.

For example, we may pay any mortgages, deeds of trust, taxes, and liens on the Collateral or real property, insure the Collateral or real property, file financing statements (or amendments to financing statements), enter onto the real property to make repairs and secure the property if abandoned, and pay any protective advances allowed under the Mortgage/Deed of Trust. You give us the right to sign your name (called a "power of attorney") on financing statements (and amendments to financing statements), certificate of title documents, checks, securities, and other documents as necessary to protect our interest in the Collateral or real property.

If someone (you or anyone else) begins a legal proceeding that may significantly affect our rights in the Collateral or real property securing this Agreement (for example, a legal proceeding in bankruptcy or to condemn the property), then we may take any steps we consider necessary to protect our interest in the Collateral or real property. For example, we may pay any prior mortgages, deeds of trust, taxes, or liens on the Collateral or real property, appear in court, and pay reasonable attorneys' fees.

If we advance any money under this section, we will add the advances to the Principal Balance. If we pay an obligation, we will have all of the rights that the person we paid would have had against you, and we will add those amounts to the Principal Balance. You will pay us any amounts we advance or obligations we pay under this section with interest at the same interest rate you pay on this Agreement (as that interest rate may change from time to time), but not more than the highest rate the law allows us to charge.

Our right to take these actions is in addition to, and does not replace, any other remedies we have under this Agreement, the Mortgage/Deed of Trust, or applicable law.

OUR REMEDIES IF YOU DEFAULT

Default. You will be in default under this Agreement if any of the following happens:

- You do not make any payment under this Agreement when the payment is due.
- You fail to perform any other part of this Agreement.
- You or any Collateral Owner or Guarantor fail to perform any part of (or are in default under) any Mortgage/Deed of Trust securing this Agreement or any other agreement you have with us, whether or not related to this Agreement.
- You make a false, incomplete, inaccurate or misleading statement to us in any credit application or affidavit, whether or not related to this Agreement. This includes, among other things, information you provide us regarding: (1) the ownership of any real property

securing this Agreement; (2) any mortgages, deeds of trust, liens; (3) or other claims by third parties against the real property; (4) the amount you owe for any items that could create liens or other claims by third parties against the real property; (5) the legal description of the real property; and (6) any contracts or other agreements affecting the real property.

- You, any guarantor of this Agreement or any Collateral Owner for this Agreement files a petition under the bankruptcy laws, or someone files a bankruptcy petition against you, any guarantor of this Agreement or any Collateral Owner for this Agreement. If this happens, everything you owe under this Agreement will be immediately due and payable.
- You die, any guarantor of this Agreement dies or any Collateral Owner for this Agreement dies, whether or not you bought TCF Command Protection. Our rights in this instance may be limited as set out in Title 12 of the Code of the Federal Regulations Section 591.5.
- Someone tries to take the Collateral or real property securing this Agreement from you by legal proceedings.
- The value of any Collateral or real property securing this Agreement goes down substantially.
- We feel in good faith that you are not able or willing to live up to the terms of this Agreement.
- You sell or give anyone else an interest in any of the Collateral without written permission from us.

Possible Actions. If you are in default under this Agreement, we may take any of the actions described below. We do not have to give you notice or demand before taking any of these actions unless the law or the terms of any Mortgage/Deed of Trust securing this Agreement requires us to give you notice or demand. We may:

- Refuse to disburse any part of your loan that we have not already disbursed at the time of your default and require you to pay everything you owe under this Agreement immediately.
- Exercise our rights in any Collateral as a secured party under the Uniform Commercial Code. For example, we may take possession of any Collateral from you if we do so peacefully and the law allows it (called "repossess"), and sell the Collateral at a public or private sale. If the Collateral includes securities, we may sell the securities at a public or private sale. If we sell the Collateral, we can apply the money, after deducting the costs of sale, to any part of your debt with us that we wish. We do not have to give you any notice or demand before we repossess or sell the Collateral unless the law requires it. You will make the Collateral available to us to repossess. We may go onto your property to repossess the Collateral, but we may not breach the peace or break the law. If the Collateral consists of more than one item, we may determine which Collateral to repossess and sell and in what order.
- Exercise our rights under any Mortgage/Deed of Trust.
- Exercise any rights we have under any applicable federal or state law or other agreement you have with us.
- Demand security (collateral), additional security, or additional parties to be obligated to pay this Agreement as a condition for not using any other remedy.
- Exercise our setoff rights described in the section called "Setoff" on page 5. We do not have to exercise our setoff rights before exercising our rights in any Collateral or real property securing this Agreement, nor do we have to exercise our rights in any Collateral or real property securing this Agreement before exercising our setoff rights.

These remedies are in addition to, and do not replace, any other remedies we have under this Agreement, the Mortgage/Deed of Trust or the law. If we choose any one of these remedies, we do not give up our right to use any other remedy later.

Setoff. If you default under this Agreement, and any amendment, extension, or renewal of this Agreement, we may use any of your property or money in our possession or control to pay what you owe under this Agreement (called "setoff"), except where the setoff is not legally permitted. This includes any money you have on deposit with us. We may use this property or money without giving you any notice.

We will not be liable for the dishonor of any check, automatic payment withdrawal request, or other payment instrument if the dishonor occurs because we exercised our setoff rights.

Our setoff rights are in addition to, and do not replace, any other remedies we have under this Agreement or any Mortgage/Deed of Trust if you default. We do not have to require you to pay everything you owe under this Agreement immediately before exercising our setoff rights. You will assume the liability and relieve us of all responsibility for any claims, damages, or liabilities that occur because we exercised our setoff rights.

Costs and Attorneys' Fees. Unless prohibited by law or the separate arbitration agreement between you and us, you will pay all of our reasonable costs and attorneys' fees in enforcing your duties under this Agreement. This includes: (1) collecting the amount you owe under this Agreement; (2) foreclosing any Mortgage/Deed of Trust; or (3) taking any other legal actions against you because you are in default under this Agreement. This also includes any court costs or attorneys' fees awarded by a court under the Bankruptcy Code.

ADDITIONAL TERMS OF YOUR LOAN

Financial Information. Whenever we ask, you will furnish us with current information about your financial condition (including income, assets and liabilities) and the Collateral or real property securing this Agreement. We may obtain and use credit information about you from others as described in your loan application. We may report information about your credit with us to others at any time. See TCF's Privacy Policy for information on your right to direct us not to share certain information.

Furnishing Negative Information to Credit Reporting Agencies. We may report information about this Agreement and your performance under this Agreement to credit bureaus. Late payments, missed payments, or other defaults by you under this Agreement may be reflected in your credit report.

Notice Regarding TCF Command Protection Purchases. If you buy TCF Command Protection, we, an affiliate of ours, and your loan officer may receive something of value from the purchase.

Tax Deductibility. You should consult a tax advisor regarding the deductibility of interest and charges for this Agreement.

Service of Process. You must make service of any legal process against us at the following address:

TCF NATIONAL BANK
ATTN LEGAL DEPARTMENT
MAIL CODE 380-00-0
300 BURR RIDGE PARKWAY
BURR RIDGE IL 60521

Changes, Waivers, and Delay in Enforcement. This Agreement cannot be changed unless we agree in writing. We can choose not to enforce or to delay enforcement of our rights under this Agreement without losing them. For example, we may accept late payments from you and still have the right to require that future payments be made on time.

If we release any of you from this Agreement, the rest of you will not be released. If we exchange or release any Collateral or real property securing this Agreement, you will not be released.

We do not have to use our legal remedies against one of you before we use our legal remedies against any of you.

Each of you agrees to any changes to or renewals or extensions of this Agreement that we give to any of you.

You give up your right to require us to: (1) demand payment of amounts due (presentment); (2) obtain official proof of nonpayment (protest); (3) notify you that amounts due have not been paid (notice of dishonor); or (4) give you any other notice except as required in this Agreement.

Agreement Binding. This Agreement is binding on your heirs and your legal representatives. This Agreement, the Arbitration Agreement, and any Mortgage/Deed of Trust securing this Agreement, are the final and complete expression of the Agreement between you and us.

More Than One Signer. If more than one person signed this Agreement as a Borrower or Co-Borrower, each of you is responsible individually, and all of you are responsible together, for all obligations owed to us under this Agreement. Your obligations are "joint and several."

Severability. If any provision of this Agreement is found to be unenforceable, all other provisions will remain in full force and effect.

Governing Law. You agree that this Agreement will be governed and interpreted by federal law applicable to national banks. Federal law governs all fees and charges, including interest, that relate to this Agreement. Under Section 85 of the National Bank Act, we refer to South Dakota substantive law to determine the highest rate of interest permissible for any competing lender.

If this box is checked, the following notice applies:

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

CREDIT INFORMATION

If at any time you feel that any information we may furnish to any consumer reporting agency is inaccurate, you can send us written notice of the inaccurate information to:

TCF NATIONAL BANK
ATTN CUSTOMER SERVICE DEPT
MAIL CODE 002-01-P
101 EAST FIFTH STREET SUITE 101
ST PAUL MN 55101

Please include the account number(s), a description of the inaccurate information, and the nature of the inaccuracy of the information.

COLLATERAL OWNER

In this section called "Collateral Owner," the terms "you" and "your" mean each person and all persons signing below as Collateral Owner. All other terms used in this section have the same meaning as in the Agreement.

By signing below as Collateral Owner, you give us a security interest in any Collateral and a separate Mortgage/Deed of Trust on any real property described in the section called "Security" beginning on page 3 of the Agreement. You give us this security interest or Mortgage/Deed of Trust to protect us if the Borrower defaults under the Agreement.

You agree to all the terms in the section called "Security" beginning on page 3 of the Agreement, and all the terms of any separate Mortgage/Deed of Trust securing the Agreement, just as if you were the Borrower. You have no personal obligation to repay the Agreement, but you agree that we have all of the rights in any Collateral or real property securing the Agreement as described in the Agreement and Mortgage/Deed of Trust, as applicable. If the Borrower is in default under the Agreement or Mortgage/Deed of Trust, we may exercise our rights in the Collateral or any real property securing the Agreement as described in the Agreement or any Mortgage/Deed of Trust.

We are not required to do any of the following before enforcing our rights under this section called "Collateral Owner:" (1) attempt collection or enforcement of the Agreement against the Borrower; (2) setoff against any of the Borrower's property or money in our possession; or (3) bring any legal action against the Borrower.

You will not be released from this section called "Collateral Owner" if: (1) we release any Borrower from the Agreement; (2) we exchange or release any Collateral or real property securing the Agreement; (3) we agree to any extension or renewal of the

Agreement; (4) the Borrower files bankruptcy or a petition in bankruptcy is filed against the Borrower; (5) the Borrower lacks authority to enter into the Agreement or the Agreement is unenforceable against the Borrower for any reason; (6) we are required to give back any of the Borrower's payments or turn over any of the Borrower's payments to a court; (7) we fail to give you any required notice; or (8) we fail to strictly enforce the terms of the Agreement or the Mortgage/Deed of Trust.

This section called "Collateral Owner" cannot be changed unless we agree in writing. We can elect not to enforce, or to delay enforcement of, our rights under the Agreement or this section without losing them. For example, we may accept late payments without waiving our right to require that future payments be made on time. We do not have to use our legal remedies against the Borrower before we use our rights under this section.

We may transfer or assign the Agreement and our rights under this section to a third party. If we do, the third party will have all our rights under the Agreement and this section.

You represent (state) to us that you have full legal authority to enter into this section called "Collateral Owner," and that this section is fully enforceable against you. This section is binding on your heirs and your legal representatives. The Agreement, this section, any Mortgage/Deed of Trust securing the Agreement, and the separate Arbitration Agreement between you and us, are the final and complete expression of the agreement between you and us.

By signing below, you state that you agree to all the terms of this section called "Collateral Owner," and that you have received a completed and signed copy of the Agreement (including this section) and the Mortgage/Deed of Trust, if any. You also state that you have received, and agree to the terms of, a separate Arbitration Agreement between you and us.

Collateral Owner Signature

Print Name

Date

Collateral Owner Signature

Print Name

Date

NOTICE REGARDING USE OF CREDIT REPORT

If this Agreement is secured by your residence or other residential real property, the interest rate and initial Principal Balance of this Agreement are based in whole or in part on information obtained from the credit bureau below. If this Agreement is unsecured, the initial Principal Balance of this Agreement is based in whole or in part on information obtained from the credit bureau below.

TransUnion
2 Baldwin Place
P.O. Box 1000
Chester, PA 19022
(800) 888-4213

Experian
701 Experian Parkway
P.O. Box 2002
Allen, TX 75013-0036
(888) 397-3742
www.experian.com/reportaccess

Equifax
P.O. Box 105873
Atlanta, GA 30348
(800) 685-1111

Other:

You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons as to how we determined your interest rate or the Initial Principal Balance of this Agreement. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

By initialing, you acknowledge receipt of this notice on 12/21/2009 (date)

Gail A Koch
Borrower GAIL A KOCH

Co-Borrower

TCF COMMAND PROTECTION

TCF Command Protection provides a payment forgiveness option in the event of your death and options to postpone your payments in the event of your disability, involuntary unemployment, family leave, military leave, life event or identity theft. *Certain conditions and exceptions apply.* The following terms and conditions apply and are part of this Agreement if you decide to buy TCF Command Protection and pay the monthly fee stated on page 8.

Definitions

In this section called "TCF Command Protection," the terms "Agreement" and "Loan" mean the loan agreement between you and us set forth on pages eight through eleven. The terms "you," "your" and "Borrower" mean the persons signing below as "Borrower" or "Co-Borrower" in the section called "Election to Purchase TCF Command Protection."

Fee for TCF Command Protection

The monthly fee for TCF Command Protection is stated below. The fee covers the Borrower and Co-Borrower, if any, who sign in the section called "Election to Purchase TCF Command Protection." We will not charge you a monthly fee beginning: (1) with the first anniversary date of the Agreement that next follows the date when the Principal Balance of your Loan falls below \$10,000 (but protection will continue according to the terms your TCF Command Protection agreement); or (2) once the Borrower and Co-Borrower, if any, are age 71 or older (the TCF Command Protection terms no longer apply after this time).

Loans Where TCF Command Protection Is Not Available

TCF Command Protection is not available: (1) for any Loan with a beginning Principal Balance of \$10,000 or less; (2) for any Loan not secured by real property at the beginning of the Agreement; (3) for any Borrower or Co-borrower who is age 71 or older at the beginning of the Agreement; or (4) to any person who does not sign as Borrower or Co-Borrower in the section called "Election to Purchase TCF Command Protection."

Death Waiver

If you buy TCF Command Protection, we will do the following upon your death (certain conditions and exceptions apply):

1. We will waive the principal, interest, and TCF Command Protection fee on the six monthly Loan payments next falling due on or after the date of your death ("Death Waiver").

If there are fewer than six monthly Loan payments next falling due on or after the date of your death, we will waive the entire principal, interest, and TCF Command Protection fee for those remaining payments. We will not waive more than that amount.

If you pay (or anyone on your behalf pays) your Loan in full or no longer have title to any real property securing the Loan within six months after the date of your death, we will waive the entire principal, interest, and TCF Command Protection fee for those payments falling due between the date of your death and the date you pay your Loan in full or no longer have title to the property. We will not waive more than that amount.

2. Regardless of how high your monthly payments are, our waiver of monthly Loan payments under paragraph 1 will not exceed \$25,000 per Borrower. If there is more than one Borrower, the \$25,000 limit applies separately for each Borrower and Co-borrower. Example: If your monthly loan payments are \$5,000 and there are six or more months remaining on your loan, the Death Waiver would be limited to \$25,000 if one Borrower dies. If both the Borrower and Co-borrower die, the Death Waiver would be limited to \$50,000.
3. We will not waive: (i) any principal, interest, or TCF Command Protection fee payments first becoming due before the date of death, or (ii) Escrow Items.

"Waiver" means that the monthly principal, interest, and TCF Command Protection fee on your Loan are forgiven and that you no longer owe us the waived amount. We will not make any cash payments to you or any other party. Instead, we will treat the waived payments as if they had been paid. You, your estate, or any guarantors will be responsible for any principal and interest payments and other amounts due on your Loan that we do not waive under this section. We will not waive any principal or interest payments or other amounts that are delinquent on the date of death. We may use all remedies lawfully available to us to collect these payments. This includes requiring immediate payment of everything you owe on your Loan (acceleration).

Example: If your Loan requires monthly principal and interest payments of \$500 due on the 1st and you died on June 1st, then the principal and interest payments and the fee for TCF Command Protection for your June, July, August, September, October and November payments (total of six payments) would be waived for a total of \$3,195. Your estate and any co-borrowers, co-signers, and guarantors would be responsible for all remaining payments on the Loan, beginning with the December payment. If these six monthly payments were more than \$25,000 in total, the waiver would be limited to \$25,000 (\$50,000 if both you and a co-borrower were to die and were still eligible for the waiver). If fewer than six monthly payments became due on or after the date of your death, then the waiver would be limited to the remaining payments or \$25,000, whichever is less.

Please note that you, your estate, or any guarantors may have to pay additional federal, state, and/or local income tax as a result of the Death Waiver. You should consult your tax adviser for more information.

Conditions and Exceptions to Death Waiver

We will not waive any portion of the principal, interest, or TCF Command Protection fee on your Loan under the section called "Death Waiver" due to any of the following:

1. Death because of suicide while sane or insane.
2. Death because of intentionally self-inflicted bodily injury while sane or insane.
3. Death because of war or act of war, whether declared or undeclared, unless you are serving active military duty on the date of death.
4. Death on or after the date you turn age 71. Example: If you die on or after age 71, the Death Waiver would not apply, even if a co-borrower on the Loan was under age 71. Once both borrowers reach age 71, the Death Waiver would not apply if either were to die.
5. Death occurring within six months after the date of the Agreement which is caused or substantially contributed to by an illness, injury, or condition requiring medical advice, diagnosis or treatment within six months before the date of the Agreement. However, this exception does not apply if your current Loan refinances a previous loan with us that had TCF Command Protection or a similar debt waiver protection.

You cannot request a waiver under both this section called "Death Waiver" and a deferment under the section called "Deferment" based on the same event.

Deferment

"Defer" and "deferment" mean you can postpone making monthly payments of principal and interest for the approved number of months for a Deferment Event.

We will defer certain regular monthly principal and interest Loan payments first becoming due on or after of any of the following events ("Deferment Events"): (1) total disability; (2) involuntary unemployment; (3) family leave; (4) military leave; (5) certain life events; or (6) identity theft. *Certain conditions and exceptions apply.* The deferment will be for not more than the number of months stated below for each Deferment Event. We determine the number of monthly payments for deferment by counting the number of full or partial months after the waiting period, if any, is met.

We will apply all deferments to your regular Loan payments first falling due on or after the Deferment Event. We will not defer: (1) any principal or interest payments first becoming due before a Deferment Event; (2) the monthly fee for TCF Command Protection; (3) late charges; (4) other charges not included in (1); or (5) Escrow Items. We will not defer principal or interest payments that are delinquent on the date of a Deferment Event. We may use all remedies lawfully available to us to collect these payments. This includes requiring immediate payment of everything you owe on your Loan (acceleration).

Please note that this section called "Deferment" provides for the deferment (postponement), but not the waiver (forgiveness), of monthly principal and interest payments on your Loan. Therefore, interest will continue to accrue on the unpaid Principal Balance of your Loan according to the terms of the Agreement. The Principal Balance is not reduced because of a deferment. The term of your Loan will be extended by the number of months necessary to pay all deferred payments of principal and interest.

Example: Assume the following:

- 15-year loan with an Interest Start Date of January 1, 2000.
- First payment date of February 1, 2000.
- Annual interest rate of 7% that does not change.
- Original Principal Balance of \$50,000.
- Principal Balance of \$45,771.30 on the beginning date of a Deferment Event
- Regular monthly principal and interest payment of \$449.41.
- Final payment due date of January 1, 2015 (before deferment).

If you became totally disabled on January 15, 2002 and could not work for five months and we approved your request for a deferment, we would defer your regular monthly Loan payments for February, March, April, May, and June 2002. You would resume making your payments beginning July 1, 2002. You would continue to owe interest on the Principal Balance during the deferment period and the Principal Balance of \$45,771.30 would stay the same during this period. After January 1, 2015, you would continue to make monthly payments in the same amount as before until your Loan is paid in full. Assuming you resumed making your regular monthly payments in July 2002 and that you made all future payments on time, you would have to make eight more payments of \$449.41 beginning with the February 1, 2015 payment, and a final payment of \$417.88 on September 1, 2015 to pay your Loan in full.

Conditions and Exceptions to Deferment

The following conditions and exceptions apply to our agreement to defer your monthly Loan payments under the section above called "Deferment."

Total Disability. Total disability means that you are unable to perform your occupational duties for wage or profit because of sickness or accidental injury.

- To qualify for a total disability deferment, you must have been working at least 30 hours per week immediately before the date of disability and be unable to work because of disability for at least 14 continuous days.
- You will not qualify for a total disability deferment if you: (1) become disabled because of normal pregnancy; (2) become disabled because of self-inflicted injury; (3) are unemployed, disabled, or retired at the beginning of the Agreement; or (4) become disabled within six months after the date of the Agreement because of a disability that is caused or substantially contributed to by an illness, injury, or condition requiring medical advice, diagnosis, or treatment within six months before the date of the Agreement. However, clause (2) will not apply once you become employed (30 hours or more a week and eligible to receive a form W-2). Clause (3) will not apply if your current Loan refinances a previous loan with us that had TCF Command Protection or similar debt waiver protection.
- You may defer one monthly payment for 14 to 30 continuous days of total disability, two monthly payments for 31 to 60 continuous days of total disability, three monthly payments for 61 to 90 continuous days of total disability, and so forth (up to the limit of monthly payments eligible for deferment under this Agreement).
- All Borrowers combined may defer no more than 12 monthly payments due to disability during the term of your Loan.

Involuntary Unemployment. Involuntary unemployment is your involuntary layoff or termination of employment by your employer, or your inability to work as a result of a general strike or unionized labor dispute.

- To qualify for an involuntary unemployment deferment, you must: (1) be completely unemployed for at least 30 consecutive days; (2) have been working at least 30 hours per week immediately before the date of unemployment; (3) qualify for unemployment benefits under state unemployment law; and (4) register to work with a state employment office or a recognized employment agency.
- You will not qualify for an involuntary unemployment deferment if: (1) you have been notified, either orally or in writing, of an impending layoff, termination, strike, or lockout before the date of the Agreement; (2) you are not eligible for unemployment benefits for any reason (for example, you lack a social security number or you are terminated for cause); (3) you are unemployed, disabled, or retired at the beginning of the Agreement; or (4) you are self-employed or are not eligible to receive a form W-2. Clauses (3) and (4) do not apply once you become employed (30 hours or more a week and eligible to receive a form W-2).
- You may defer one monthly payment for 30 continuous days of involuntary unemployment, two monthly payments for 31 to 60 continuous days of involuntary unemployment, three monthly payments for 61 to 90 continuous days of involuntary unemployment, and so forth (up to the limit of monthly payments eligible for deferment under this Agreement).
- All Borrowers combined may defer no more than 12 monthly payments during the term of your Loan because of involuntary unemployment.

Family Leave. Family leave is defined in the Federal Family and Medical Leave Act of 1993, and generally means leave from your employment because of: (1) birth of your child and care of the child; (2) placement of a child with you for adoption or foster care; (3) care for your spouse, child, or parent because of a serious health condition; or (4) a serious health condition that makes you unable to perform the functions of your position. Each time you take a leave from your employment for one of these reasons, it is considered a "family leave event."

- You will not qualify for a family leave deferment if you are unemployed, disabled or retired at the beginning of the Agreement. However, if you later become employed (30 hours or more a week and eligible to receive a form W-2), the previous sentence will not apply for the period you are employed.
- You may defer one monthly payment for 1 to 30 continuous days of a family leave event, two monthly payments for 31 to 60 continuous days of a family leave event, and three monthly payments for 61 to 90 continuous days of a family leave event (subject to the highest number of monthly payments eligible for deferment under this Agreement).
- Each Borrower may defer no more than three monthly payments because of a single family leave event. All Borrowers combined may defer no more than six monthly payments during the term of your Loan because of family leave events.

Military Leave. Military leave is being called to active military duty after the date of the Agreement. If you are on active military duty on the date of the Agreement, military leave deferment is not available unless you leave active military duty and are called back to active military duty. Note: A request for deferment of the regular monthly payments during periods of military leave does not waive or invoke any rights you may have under the Servicemembers Civil Relief Act.

- You may defer one monthly payment for 1 to 30 continuous days of military leave, two monthly payments for 31 to 60 continuous days of military leave, three monthly payments for 61 to 90 continuous days of military leave, and so forth (up to the highest number of monthly payments eligible for deferment under this Agreement).
- All Borrowers combined may defer no more than 12 monthly payments during the term of your Loan because of military leave.

Life Event. Life event is: (1) your death or the death of your spouse, child, step-child, parent, legal guardian, sibling, grandparent, aunt, or uncle; (2) your serious illness or the serious illness of your spouse, child, step-child, parent, legal guardian, sibling, grandparent, aunt, or uncle; (3) a change in your marital status; or (4) the birth or adoption of a child by you.

- Each Borrower may defer two monthly payments because of any life event (you may not defer just one monthly payment or more than two).
- All Borrowers combined may defer no more than six monthly payments during the term of your Loan because of life events.

Identity Theft. Identity theft is another's use or theft of your personal information, without your permission, to commit fraud or other crimes.

- You may defer two monthly payments because of identity theft (you may not defer just one monthly payment or more than two). Once you do so, no other Borrower may receive any additional deferments because of identity theft.
- All Borrowers combined may defer no more than two monthly payments during the term of your Loan because of identity theft.

All Deferment Events. You may not receive a Death Waiver and deferment based on the same event. You also may not receive more than one deferment under the section called "Deferment" based on the same event. Example: You may not receive both a family leave deferment and a life event deferment based on your spouse's serious illness. You are not eligible for a deferment if you are age 71 or older at the time of the Deferment Event.

- All Borrowers combined may defer no more than 24 monthly payments during the term of your Loan for all Deferment Events.

How to Request a Death Waiver or Deferment

You (or your legal representatives in the event of your death) may request a Death Waiver or deferment because of a Deferment Event by calling 800-445-8192 or another number if we give you written notice of the other number. Until we approve your request, you must continue to make your Loan payments on the date they are normally due.

You must give us notice of your request for a Death Waiver or deferment within 365 days after death or the Deferment Event. You must complete any forms we require and provide us with any information we request within 180 days of our request.

For Death Waivers and deferments because of death, we require written proof of death, such as a certified copy of a death certificate. For other deferments, we require written proof of the Deferment Event for the entire period of the event. We reserve the right to require you to give us proof of your continuing disability, involuntary unemployment, family leave or military leave at reasonable intervals (for example, every 30 days) in the case of deferments for those reasons.

We will require the following additional information for deferments because of a Deferment Event, but we may require additional information as well:

Total Disability. For total disability deferments, we will send you an information request form within 15 days after we receive your notice. You must give us proof of total disability, which must include the date and cause of the disability, the signature of treating physician, and verification from your employer that you were working 30 or more hours per week before the disability.

Involuntary Unemployment. For involuntary unemployment deferments, you must provide proof that you qualify for unemployment benefits under state unemployment law and that you have registered to work with a state employment office or a recognized employment agency within fifteen (15) days after the last day employed and that you remain registered during the request period if the unemployment occurred as a result of either layoff or employer termination. If you register after the first fifteen (15) days of unemployment, you will not be eligible for deferment for the time that you were not registered, but requests will be processed retroactively to the date of registration. You must provide us with a copy of your registration.

Family Leave. For family leave deferments, you must give us a copy of your employer's grant of family leave under the Federal Family and Medical Leave Act of 1993. If your employer is not subject to the Federal Family and Medical Leave Act of 1993, we will require documentation from your employer similar to that required by the Act.

Military Leave. For military leave deferments, you must give us a copy of your orders to active duty.

Life Event. For life event deferments involving a serious illness, you must give us written proof of the illness from a doctor or hospital. For life event deferments involving a change in marital status, you must give us a copy of a marriage certificate, filed legal separation papers, or divorce decree. For deferment because of a life event involving birth or adoption of a child, you must give us a copy of the birth certificate or the adoption papers.

Identity Theft. For identity theft deferments, you must give us a copy of the police report or the identity theft paperwork filed with the credit bureaus or your financial institution.

Change in Terms

We will not change the terms of your TCF Command Protection unless: (1) the change is favorable to you and is made without additional charge to you; or (2) we notify you of any proposed change and give you a reasonable opportunity to cancel the terms of protection without penalty before the change goes into effect.

Cancellation and Termination

You may cancel TCF Command Protection at any time. We may cancel TCF Command Protection if you fail to make any payment of principal, interest, or any other amount you owe us within 150 days of its due date. TCF Command Protection automatically terminates: (1) when you reach age 71 (protection will continue for any Borrower or Co-Borrower, if any, under age 71); (2) when you refinance or pay your Loan in full; (3) on the maturity date of your Loan; or (4) when you no longer have legal title to any real property securing the Loan.

Refund for Prepayment in Full

When we bill you for the monthly fee for TCF Command Protection with each monthly payment, the fee is for the previous month. If you prepay your Loan in full, your TCF Command Protection will automatically cancel on that date and we will not charge you a fee for any days after the date of prepayment. Therefore, we will not give you back any portion of the fee in the event you prepay your Loan in full because no portion of the Death Waiver fee is unearned.

Misstatements

You represent (state) to us that all information on your Loan application is complete and correct.

After two years from the date of the Agreement, we will not use any false statement you make to obtain TCF Command Protection to void TCF Command Protection or to deny any Death Waiver or deferment because of a Deferment Event unless you made the statement with intent to defraud. Before the two year period, and any time for statements you make with intent to defraud, we may use any false statement you make to void TCF Command Protection or deny any Death Waiver or deferment because of a Deferment Event.

Other Terms

Nothing in this section called TCF Command Protection changes any of our rights or the remedies available to us in the event that you default under the terms of your Loan Agreement before the time we approve your request for a Death Waiver or deferment because of a Deferment Event.

TCF COMMAND PROTECTION NOTICE

Loans Where TCF Command Protection Is Not Available

TCF Command Protection is not available for: (1) any Loan with an original Principal Balance of \$10,000 or less or any Loan not secured by real property; (2) any Borrower or Co-borrower who is age 71 or older at the beginning of the Agreement; or (3) any person who does not sign the promissory note for the Loan.

Death Waiver

The amount of the Death Waiver may be less than the Principal Amount and Interest you owe on your Loan at the time of death. If the Death Waiver does not fully pay your Loan, you (and your estate) will be responsible for the shortfall. The Death Waiver does not cover delinquent payments. You are not eligible for a Death Waiver if you are age 71 or older at the time of death.

Deferment

Deferments because of total disability, involuntary unemployment, family leave, military leave, life event, or identity theft will postpone your monthly Loan payments, but will not forgive them. This means that you will still have to pay the deferred payments, interest will continue to accrue during the deferment period, and the Principal Balance will not reduce because of the deferment. This also means that we will extend the final due date for your Loan (your Loan will not pay in full on that date), and that you will continue to make monthly Loan payments after that date until you pay your Loan in full. Deferments do not cover delinquent payments. You are not eligible for a deferment if you are age 71 or older at the time of the Deferment Event. TCF Command Protection limits the number of monthly payments you can defer because of a Deferment Event and for all Deferment Events.

Employment Eligibility

The following table summarizes the employment eligibility requirements for Death Waiver and Deferment ("x" means you are eligible for the benefit assuming you meet all other TCF Command Protection requirements).

	Death Waiver	Disability Feature	Involuntary Unemployment	Family Leave	Military Leave	Life Event	Identity Theft
Fully Employed	X	X	X	X	X	X	X
Self Employed	X	X		X	X	X	X
Unemployed	X				X	X	X
Disabled	X				X	X	X
Retired	X				X	X	X

Taxes

You, your estate, or heirs may have to pay additional federal, state, and/or local income tax as a result of the Death Waiver. You should consult your tax adviser for more information.

~~XXXXXXXXXX~~ GAIL A KOCH

ELECTION TO PURCHASE TCF COMMAND PROTECTION

TCF COMMAND PROTECTION IS NOT REQUIRED TO OBTAIN CREDIT, AND TCF COMMAND PROTECTION WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST.

BASED ON THE INFORMATION YOU HAVE PROVIDED TO US, THE TCF COMMAND PROTECTION FEE IS \$32.50 PER MONTH. THIS FEE WILL BE ADDED TO YOUR MONTHLY LOAN PAYMENT. THE TOTAL COST FOR ONE YEAR IS \$390.

TCF COMMAND PROTECTION AUTOMATICALLY TERMINATES: (1) WHEN YOU REACH AGE 71 (PROTECTION WILL CONTINUE FOR ANY OTHER BORROWERS UNDER AGE 71); (2) WHEN YOUR LOAN BECOMES 150 DAYS DELINQUENT; (3) WHEN YOU REFINANCE OR PAY YOUR LOAN IN FULL; (4) ON THE MATURITY DATE OF YOUR LOAN; OR (5) WHEN YOU NO LONGER HAVE LEGAL TITLE TO ANY REAL PROPERTY SECURING THE LOAN.

By signing below, you state that you want to buy TCF Command Protection. SIGNING DOES NOT MEAN YOU ARE ELIGIBLE FOR TCF COMMAND PROTECTION. By signing, you also state that you have received a filled-in copy of this form.

Borrower _____ Date _____ Borrower _____ Date _____

Decline to Purchase TCF Command Protection

By signing below, you state that you do not want to buy, or do not qualify for, TCF Command Protection.

Gail A Koch 12-21-09
Borrower GAIL A KOCH Date Borrower Date



DOC# 1077227

CONSUMER LOAN MORTGAGE

VOL 2530 PG 489
STATE OF WI - MTWC CO
PRESTON JONES REG/DEEDS
RECEIVED FOR RECORD
01/21/2010 03:09:09 PM
This document was electronically recorded
and returned to the submitter.

TCF NATIONAL BANK

Account Number: [REDACTED]

WHEN RECORDED, RETURN TO:
EQUITY LOAN SERVICES
1100 SUPERIOR AVENUE, SUITE 300
CLEVELAND, OHIO 44114
NATIONAL RECORDING - TEAM 1
pin no. 052 600 002 020 00

WISCONSIN CONSUMER LENDING DEPARTMENT

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE
MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THIS
MORTGAGE IS

SIXTY EIGHT THOUSAND DOLLARS AND 00 CENTS
Dollars (\$68,000.00)

This CONSUMER LOAN MORTGAGE ("Mortgage") is made this 21st day of December, 2009, by
GAILA KOCH

Single

whose address is 819 GREEN ST MANITOWOC WI 54220

(the "Borrower"), who grants, conveys, mortgages and warrants to TCF National Bank, a national banking
association, 2508 South Louise Avenue, Sioux Falls, SD 57106 (the "Lender"), land and property in
Manitowoc County, Wisconsin, described as:

This Property is the homestead of the Borrower,

is / is not

SEE ATTACHED EXHIBIT A

street address: 819 GREEN ST MANITOWOC WI 54220

together with all buildings, improvements, and fixtures on the property, whether now on the property or
added in the future, and all easements and other rights that pertain to the property (collectively the
"Property"). This Mortgage secures performance and payment under the terms of this Mortgage and
Borrower's note dated the same date as this Mortgage in the principal amount of

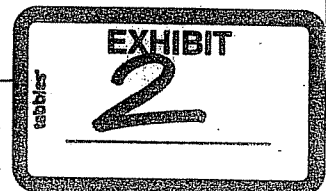
SIXTY EIGHT THOUSAND DOLLARS AND 00 CENTS

Dollars (\$68,000.00), subject to any written amendments to the note agreed to by Lender and
Borrower ("Note"), and any additional amounts advanced by Lender to protect its rights under paragraph
6 below. In addition to the indebtedness due under the Note, this Mortgage secures Protective Advances
which may be in excess of the maximum principal amount stated above with interest thereon (collectively
"Debt") and the performance of all covenants and agreements of the Borrower contained herein.
"Protective Advance" is defined as a payment made by Lender for performance of covenants of Borrower
pertaining to insuring or preserving the Property upon Borrower's failure to perform. The full Debt, if not
paid earlier, is due and payable on 12/28/2039.

If the box preceding this sentence is checked, the interest rate under the Borrower's Note is variable
and can change daily, as described in the Note.

Borrower promises and agrees:

- To keep the Property in good repair, and to comply with all laws and ordinances, which affect the Property.
- To pay all taxes, assessments, and water bills levied on the Property, and any other amounts which could become a senior Security Interest against the Property. "Security Interest" includes any lien, mortgages or other encumbrance.
- To perform all obligations under any Security Interest on the Property. As of the date hereof, there exists no other Security Interest on the Property, other than as disclosed to Lender on the title search and report or other title evidence obtained by Lender prior to accepting this Mortgage, or on Borrower's loan application.
- To keep the Property insured against fire, windstorm, flood, and such other hazards as Lender may require, in an amount and manner acceptable to Lender, and with the proceeds made payable in the policies to Lender as mortgagee, and to deliver such proof of insurance as Lender may require. Borrower may obtain insurance from the insurance company of Borrower's choice as long as the insurance company is reasonably acceptable to Lender. Lender will apply any insurance proceeds to pay the Debt, unless Lender agrees in writing that the proceeds can be used differently. If Lender uses the proceeds to reduce the Debt, Borrower will still have to make regular monthly payments until the Debt is satisfied. If Borrower fails to keep the Property insured, Lender may, but is not required to, obtain such insurance to protect Lender's interest. Such insurance obtained by Lender may not protect Borrower's equity interest in the Property. Lender is not required to obtain the lowest cost insurance that might be available.
- That if all or part of the Property is condemned or taken by eminent domain, Borrower directs the party condemning or taking the Property to pay all of the money to Lender. Lender will apply the money to pay the Debt, unless Lender agrees in writing that the money can be used differently. If Lender uses the money to reduce the Debt, Borrower will still have to make regular monthly payments until the Debt is satisfied.



6. That if Borrower fails to pay or perform any of Borrower's obligations under this Mortgage, Lender may pay or perform such obligations. Any amount so paid and the cost of any title search and report made after any Default, may be added to the Debt. To the extent not prohibited by law, Mortgagor shall pay all reasonable costs and expenses before and after judgment, including without limitation, attorneys' fees and expenses of obtaining title evidence, incurred by Lender in protecting or enforcing its rights under this Mortgage.
7. That the term "Default" means (a) Borrower's failure to comply with the terms of this Mortgage; or (b) Borrower's failure to comply with the terms of the Note; or (c) Borrower's failure to comply with the terms of any Security Interest having priority over this Mortgage. The term "Lender" includes Lender's successors and assigns, and the term "Borrower" includes and binds the heirs, personal and legal representatives, successors, and assigns of the undersigned. If this Mortgage is signed by two or more persons, the obligations and Security Interest granted by this Mortgage shall be cumulative and in addition to any other remedies provided by law. Each person who signs this Mortgage is responsible for keeping all of the promises made by Borrower. Lender may choose to enforce its rights against any person signing this Mortgage or against all of them. However, if someone signed this Mortgage, but signed the Note as collateral owner only, then that person will not be required to pay any amount under the Note, but will have signed only to grant, convey, mortgage and warrant any rights that person has in the Property. Also, Borrower may agree to extend, modify, forbear, or make any accommodations with regard to the Note or Mortgage without such collateral owner's consent.
8. If (a) there is a Default under any Debt secured by this Mortgage, or (b) Mortgagor fails to timely observe or perform any of Mortgagor's covenants or duties contained in this Mortgage, then, at the option of Lender each Debt will become immediately payable (called "acceleration") unless notice to Mortgagor or Borrower and an opportunity to cure are required by the document evidencing the Debt and, in that event, the Debt will become payable if the Default is not cured as provided in the document evidencing the Debt or as otherwise provided by law. If Lender exercises its option to accelerate, the unpaid principal and interest owed on the Debt, together with all sums paid by Lender as authorized or required under this Mortgage or any Debt, shall be collectible in a suit at law or by foreclosure of the Mortgage by action, or both, or by the exercise of any other remedy available at law or equity. In the event of foreclosure, Lender may sell the Property at public sale and execute and deliver to the purchasers deed of conveyance pursuant to statute.
- If the Property is a one to four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagor agrees to the provision of Section 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, or less six months after a foreclosure judgment is entered, if the Property is other than a one to four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church, or a tax exempt charitable organization, Mortgagor agrees to the provision of Section 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.
9. That Borrower shall not assign or transfer the Property or any beneficial interest in the Property by deed, bond for deed, contract for deed, installment sales contract, escrow agreement, or other instruments, or in any manner whatsoever, without Lender's prior written consent. Lender's written consent is not required in the following circumstances:
- (a) the creation of a lien or other encumbrance subordinate to Lender's Security Interest which does not relate to a transfer of rights of occupancy in the Property (provided that such lien or encumbrance is not created pursuant to a contract for deed);
 - (b) the creation of a purchase-money Security Interest for household appliances;
 - (c) a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety;
 - (d) the granting of a leasehold interest which has a term of three years or less and which does not contain an option to purchase (that is, either a lease of more than three years or a lease with an option to purchase violates this provision);
 - (e) a transfer, in which the transferee is a person who occupies or will occupy the Property, which is:
 - (i) a transfer to a relative resulting from the death of Borrower;
 - (ii) a transfer where the spouse or child(ren) becomes an owner of the Property; or
 - (iii) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse becomes an owner of the Property; or
 - (f) a transfer into an inter vivos trust in which Borrower is and remains the beneficiary and occupant of the Property, unless, as a condition precedent to such transfer, Borrower refuses to provide Lender with reasonable means acceptable to Lender by which Lender will be assured of timely notice of any subsequent transfer of the beneficial interest or change in occupancy.
10. That the Borrower shall pay to Lender on the day the scheduled monthly payments are due under the Note, until the Agreement is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; and (b) premiums for any and all flood insurance required by Lender, if any. These items are called "Escrow Items." At origination or at any time during the term of the Agreement, Lender may require that Borrower provide escrow for hazard insurance premiums, Community Association Dues, Fees, and Assessments, if any, and such premiums, dues, fees and assessments shall be an Escrow Item.

Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section 10. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be an obligation of the Borrower in this Mortgage, as the phrase is used in Section 6. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 6 and pay such amount and Borrower shall then be obligated under Section 6 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a written notice to Borrower by Lender and, upon such revocation, Borrower shall pay to Lender Funds, in such amounts that are then required under this Section 10.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with the law governing the Note.

The Funds may be commingled with other funds of the Lender. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Unless an agreement is made in writing, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender.

11. That Borrower shall not assign or transfer the Property or any beneficial interest in the Property by deed, land contract, or other instruments in any manner whatsoever, without Lender's prior written consent or unless authorized by applicable law.
12. That Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
13. That if the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charge collected or to be collected in connection with the loan exceeds the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the outstanding Debt or by making a direct payment to Borrower. If a refund reduces the Debt, the reduction will be treated as a partial prepayment, without any prepayment charge under the Note.
14. That this Mortgage, and any actions arising out of this Mortgage, are governed by Wisconsin law to the extent not preempted by federal law. If any provision of this Mortgage is found to be unenforceable, all other provisions will remain in full force and effect. Lender's failure to exercise any right or remedy under this Mortgage will not waive Lender's rights in the future. Under the exemption laws, Borrower's homestead is usually free from the claims of creditors. Borrower gives up the homestead exemption right for all claims arising out of this Mortgage. This includes Borrower's right to demand that property other than Borrower's homestead that has been mortgaged to Lender be foreclosed first, before the homestead is foreclosed.

Riders. The following Riders are to be executed by the Borrower:

- Condominium Rider Planned Unit Development Rider Balloon Rider

BY SIGNING BELOW, BORROWER HAS SIGNED AND DELIVERED THIS MORTGAGE AS OF THE DATE FIRST WRITTEN ABOVE.

The undersigned acknowledges receipt of an exact copy of this Mortgage.

NOTICE TO CUSTOMER

- (a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON ALL 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.

Borrower:

Gail A Koch

(signature)
GAIL A KOCH

(type or very clearly print name)

(signature)

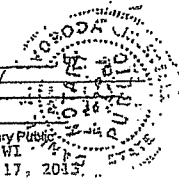
(type or very clearly print name)

State of Wisconsin)
County of Brown) ss.

This instrument was acknowledged before me on 21st day of December, 2009

GAIL A KOCH
Single

Daniel R. Svoboda
Daniel R. Svoboda Notary Public
Manitowoc County, WI
My commission expires: November 17, 2013



This instrument was drafted by: Daniel R. Svoboda
TCF National Bank
2508 South Louise Avenue
Sioux Falls, SD 57106

Page 4 of 4 2/10/2009

EXHIBIT A

SITUATED IN THE COUNTY OF MANITOWOC AND STATE OF WISCONSIN:

LOT 2 OF BLOCK 2 OF W.D. RICHARDS SUBDIVISION IN THE CITY OF MANITOWOC, COUNTY OF MANITOWOC, STATE OF WISCONSIN AS DESCRIBED IN THE INSTRUMENT RECORDED IN VOLUME 1982 OF RECORDS ON PAGE 136 IN THE OFFICE OF MANITOWOC COUNTY RECORDS OF DEEDS.

Permanent Parcel Number: 600-002-020
GAIL ARLENE KOCH

819 GREEN STREET, MANITOWOC WI 54220
Loan Reference Number : 737481
First American Order No: 41401726
Identifier: FIRST AMERICAN EQUITY LOAN SERVICES



When Recorded, Return to:
First American Equity Loan Services
1100 Superior Avenue, Suite 200
Cleveland, OHIO 44114

KOCH
FIRST AMERICAN ELS
MORTGAGE

WI

5



WINNEBAGO
CONFLICT
RESOLUTION
CENTER, INC.

FINDING the KEY to CONSENSUS

Manitowoc County Foreclosure Mediation Program

Notice of Availability of Mediation

What is the foreclosure mediation program?

Manitowoc County's foreclosure mediation program is administered by the Winnebago Conflict Resolution Center, Inc. and is part of the Wisconsin Foreclosure Mediation Network. This Network receives funding from the Wisconsin Department of Justice and support from your local courts.

The Program is available to assist homeowners facing a mortgage foreclosure action in Manitowoc County. Mediation is a confidential and voluntary process where you and the lender seeking to foreclose on your home may discuss ways to resolve your foreclosure case, including reinstatement of the loan and possible modification of the loan terms.

The Program is available to parties to a first or second mortgage foreclosure action involving a one-four family residential property. You need not reside in the property, but you may not own more than four other rental properties. In addition, the action must be pending in Manitowoc County. Vacation properties or "seasonal homes" are not eligible, nor are homes in bankruptcy.

How does the homeowner request foreclosure mediation?

Along with this notice, you have also received the Mediation Request Form. This form is also available at <http://www.co.manitowoc.wi.us/departments/document.asp?ID=4> and the Winnebago Conflict Resolution Center's website at www.mediationwrc.org. You should complete and send your request form to the program within 30 days of receiving the summons, but if that date has passed, you can still make a late request, as mediation might still be a possibility.

Within two business days of receiving the Request Form, the Program Administrator will refer a housing counseling agency to you via mail or email. Your second step is to contact your housing counselor to set up a meeting for the purpose of compiling a complete loan modification application. The housing counselor sends the loan modification application directly to the Program Administrator. Your third step is to pay the mediation fee of \$150 by check, money order or credit card payment.

After you have completed all three mediation request steps, the Program Administrator will notify your lender to request their participation, seeking a response within 10 business days. Your Lender's non-refundable mediation fee of \$150 is due at the time of their consent.



Is participation in mediation required?

Participation is voluntary for the homeowner/borrower and lender. Sometimes, lenders will choose not to participate in mediation. Some reasons lenders may not participate include situations when prior refinances or modifications didn't work out.

While entry into the Foreclosure Mediation Program is voluntary for both parties, by consenting, the parties agree to abide by the process set forth in the court's local rules.

If the Lender declines the invitation to mediate, the Program Administrator will refund \$125 of your mediation fee. The remaining \$25 is non-refundable and used to off-set program administrative costs.

How can the Housing Counselor help?

In order to increase the chance of success at mediation, you are matched with a housing counselor in your area. Housing Counselors are specially trained and certified to go over financial information with you, and to discuss programs that may be available to avoid foreclosure. If you do not take this step, the mediation cannot proceed.

What does mediation cost?

There is no cost to request mediation or to work with a housing counselor. You and your lender must each pay a non-refundable mediation fee of \$150 before the case can be scheduled for mediation. Credit card payments are accepted online at www.mediationwerc.org or you may mail a check or money order to The Winnebago Conflict Resolution Center 415 Jackson St, Oshkosh, WI 54901.

Does the foreclosure stop during the mediation process?

Even after applying for mediation, you are required to comply with all mandatory deadlines set by the court, including the time to answer the Complaint. Please read the Summons and Complaint *carefully* and make sure you understand your rights and the time period for filing an Answer or Responsive Pleading. If you do not file an Answer or Responsive Pleading, the court may grant judgment against you and you may lose your right to object to anything that you disagree with in the Complaint.

Do you need a lawyer to participate in the mediation program?

While everyone is always strongly encouraged to consult with an attorney, you are not required to be represented by an attorney. You may contact the statewide Lawyer Referral and Information Service at (800) 362-9082 or the local Legal Action of Wisconsin office at (800) 236-1127, to obtain the names of attorneys who may be able to assist you. If you are working with a lawyer, please notify the Program Administrator of their name and contact information.

Who must attend the mediation session?

The mediation session must be attended in person by all homeowners who signed the note. All attorneys must also attend in person or by video conference, if available. The loan servicer will attend by telephone. Either party may have other support persons such as attorneys, loan officers and tax advisers attend or available by phone.

Where can I find additional foreclosure resources?

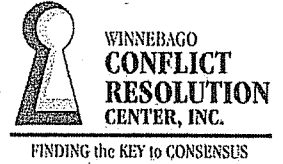
More information on resources for homeowners facing foreclosure is available at www.mediatewisconsin.com.



Manitowoc County Mediation Request Form

Within 30 days from the date you received the foreclosure Summons, complete this Request Form and return it to the **Winnebago Conflict Resolution Center, Inc.** by:

Mail: Winnebago Conflict Resolution Center, Inc.
 Winnebago County Courthouse
 415 Jackson Street, Oshkosh, WI 54901
Phone: (920) 236-4711 **Fax:** (920) 236-1076
Email: Please call for email address
Online: www.mediationwcrc.org



Name of all Homeowner(s) (who has title):	
Name of all Borrower(s) (who signed the loan):	
Full property address (Street/City/State/ZIP):	
Mailing address (if different):	
Number of units you own at property location:	
Email address:	
We prefer to use e-mail as our main way to contact you. Is that acceptable? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Home Phone:	Work Phone:
Cell Phone:	Alternate Phone:
Best phone to reach you during the day? <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell <input type="checkbox"/> Alternate	
Name of Lender/Plaintiff in your case:	
Name of Servicer (you make your mortgage payment to them):	
Name of County where this home is located:	
Case Number (located on your Summons): 20 CV	
Date you received the Summons and Complaint:	
Is this property your primary residence? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Do you own the property? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Did you sign the Mortgage Note? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Have you started a bankruptcy that is still ongoing? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Does an attorney represent you for your foreclosure? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, name & email address:	
Have you met with a housing counselor? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, with whom have you met?	
If English is not your primary language, will you bring an interpreter to the mediation? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Have you received a prior loan modification for this property? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Continued on page 2

How did you hear about the Manitowoc County Foreclosure Mediation Program?

- Colored forms attached to summons (pink, yellow or green)
- Website (which one):
- Housing Counselor (Name):
- Radio announcement (which one):
- Hotline (which one):
- Other (please explain):

Authorization for Research and Evaluation. The Manitowoc County Foreclosure Mediation Program is operated by the Winnebago Conflict Resolution Center, Inc. MCFMP will share your contact or financial information only with program partners, such as your HUD certified housing counselor, your attorney, or your lender's representatives. We also compile anonymous aggregate case file or results information for the purpose of evaluating our services, gathering valuable research information, designing future programs and engaging in academic research, analysis and publication. I consent to the use of my information for these purposes. I also authorize my servicer to disclose all information and supply any documents that relate to the loan which is described in this Request.

I also certify that I am the owner of the property that is subject to this foreclosure action.

Property Owner's Signature

Date

PLEASE NOTE: You are not "in mediation" until you have completed all three steps below. Once you have fully completed all three steps, you will be considered "in mediation."

Step 1:

Within 30 days from the date you received the foreclosure Summons, complete the attached Request form and return it to the Winnebago Conflict Resolution Center, Inc.:

Mail: Winnebago Conflict Resolution Center, Inc.
Winnebago County Courthouse
415 Jackson Street, Oshkosh, WI 54901
Phone: (920) 236-4711 **Fax:** (920) 236-1076
Email: Please call for email address
Online: www.mediationwrcrc.org

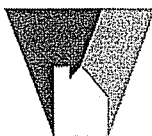
You have Completed Step 1. If you are deemed eligible for mediation, you will receive the name of your housing counselor within two (2) business days.

Step 2:

Call and meet with your assigned housing counselor and help them put together a complete financial package. Promptly collect and deliver to them all of the items they request. This step is critical. This should be done within two (2) weeks or sooner.

Step 3:

Pay to the Winnebago Conflict Resolution Center the application fee of \$150 by check, money order, or go online to make a credit card payment at www.mediationwrcrc.org.



WISCONSIN
**FORECLOSURE
MEDIATION
NETWORK**