

State Bar of Wisconsin Form 21-2003  
MORTGAGE

Document Number	Document Name
<p><u>Manchester Mortgage Company, LLC, a Michigan limited liability company, of 45511 Market Street, Shelby Township, MI 48315</u>  ("Mortgagor," whether one or more) mortgages to Clerk, United States District Court, Eastern District of Wisconsin</p> <p>its successors or assigns ("Mortgagee," whether one or more), to secure payment of \$200,000.00 evidenced by a note or notes, or other obligation ("Obligation") dated June __, 2016 executed by</p> <p>to Mortgagee, and any extensions, renewals and modifications of the Obligation and refinancings of any such indebtedness on any terms whatsoever (including increases in interest) and the payment of all other sums, with interest, advanced to protect the Property and the security of this Mortgage, and all other amounts paid by Mortgagee hereunder, the following property, together with all rights and interests appurtenant thereto in law or equity, all rents, issue and profits arising therefrom, including insurance proceeds and condemnation awards, all structure, improvements and fixtures located thereon, in County, State of Wisconsin ("Property"):  Lot 3 and the Northerly 1/2 of Lot 4, in Certified Survey Map No. 2653, recorded in the office of the Register of Deeds for Brown County, Wisconsin on February 13, 1984 in Vol. 13 of Certified Survey Maps on Page 29 as Document no. 1018017, being a part of Government Lot 2, in Section 5, Town 22 North, Range 20 East, in the Town of Lawrence, Brown County, Wisconsin.  Property Address: 2303 Lost Dauphin Rd., De Pere, WI 54115  Tax Key number: L-173-3</p>	

I. MORTGAGOR'S COVENANTS.

a. COVENANT OF TITLE. Mortgagor warrants title to the Property, except restrictions and easements of record, if any, and further excepting:

b. FIXTURES. Any property which has been affixed to the Property and is used in connection with it is intended to become a fixture. Mortgagor waives any right to remove such fixture from the Property which is subject to this Mortgage.

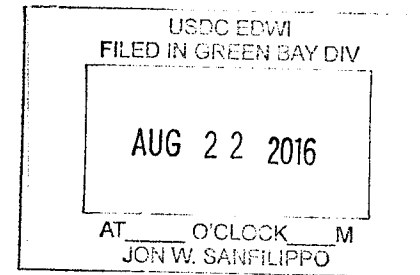
c. TAXES. Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.



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Tx:40224819

**2754384**

**CATHY WILLIQUETTE LINDSAY  
BROWN COUNTY RECORDER  
GREEN BAY, WI  
RECORDED ON  
08/10/2016 11:43 AM  
REC FEE: 30.00  
EXEMPT #  
PAGES: 4**



Recording Area  
Name and Return Address  
*Driggers, Schuitz & Herbst  
2100 W Big Beaver Rd Ste 550  
Troy MI 48064 E*

Parcel Identification Number (PIN) *SKC 4*  
This is not homestead property.  
(is) (is not)  
This is not a purchase money mortgage.  
(is) (is not)

otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Mortgagee deems the restoration or repair to be economically feasible.

e. OTHER COVENANTS. Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from future liens superior to the lien of this Mortgage and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

2. DEFAULT AND REMEDIES. Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due, and in the performance of the terms, conditions and covenants contained herein or in the Obligation secured hereby. In the event of default, Mortgagee may, at its option, declare the whole amount of the unpaid principal and accrued interest due and payable, and collect it in a suit at law or by foreclosure of this Mortgage or by the exercise of any other remedy available at law or equity. If this Mortgage is subordinate to a superior mortgage lien, a default under the superior mortgage lien constitutes a default under this Mortgage.

3. NOTICE. Unless otherwise provided in the Obligation secured by this Mortgage, prior to any acceleration (other than under paragraph 9, below) Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 15 days from the date the notice is mailed to Mortgagor by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration.

4. EXPENSES AND ATTORNEY FEES. In case of default, whether abated or not, all costs and expenses, including, but not limited to, reasonable attorney fees, to the extent not prohibited by law shall be added to the principal, become due as incurred, and in the event of foreclosure be included in the judgment.

5. FORECLOSURE WITHOUT DEFICIENCY. Mortgagor agrees to the provisions of Sections 846.101 and 846.103, Wis. Stats., as may apply to the Property and as may be amended, permitting Mortgagee in the event of foreclosure to waive the right to judgment for deficiency and hold the foreclosure sale within the time provided in such applicable Section.

6. RECEIVER. Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues and profits of the Property during the pendency of such an action, and such rents, issues and profits when so collected shall be held and applied as the court shall direct.

7. WAIVER. Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

8. MORTGAGEE MAY CURE DEFAULTS. In the event of any default by Mortgagor of any kind under this Mortgage or any Obligation secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the Obligation secured by this Mortgage and shall constitute a lien upon the Property.

9. CONSENT REQUIRED FOR TRANSFER. Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property subordinate to the lien of this Mortgage. The entire indebtedness

10. ASSIGNMENT OF RENTS. Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control following any default under this Mortgage or the Obligation secured hereby and delivery of notice of exercise of this assignment by Mortgagee to the tenant or other user(s) of the Property in accordance with the provisions of Section 708.11, Wis. Stats., as may be amended. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

11. ENVIRONMENTAL PROVISION. Mortgagor represents, warrants and covenants to Mortgagee that (a) during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components ("PCBs") or underground storage tanks; (d) there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) Mortgagor in the past has been, at the present is and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Mortgagee from all loss, cost (including reasonable attorney fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Mortgagee in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

12. SECURITY INTEREST ON FIXTURES. To further secure the payment and performance of the Obligation, Mortgagor hereby grants to Mortgagee a security interest in all fixtures related to the operation of the Property whether now owned or hereafter acquired.

This Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to those parts of the Property indicated above. This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Uniform Commercial Code. This Mortgage is to be filed and recorded in the real estate records of the county in which the Property is located, and the following information is included: (1) Mortgagor shall be deemed the "debtor"; (2) Mortgagee shall be deemed to be the "secured party" and shall have all of the rights of a secured party under the Uniform Commercial Code; (3) this Mortgage covers goods which are or are to become fixtures; (4) the name of the record owner of the land is the debtor; (5) the legal name and address of the debtor are: Manchester Mortgage Company, LLC, 45511 Market Street, Shelby Township, MI 48315, (6) the state of organization and the organizational identification number of the debtor (if applicable) are: Michigan Limited Liability Company, 091284.

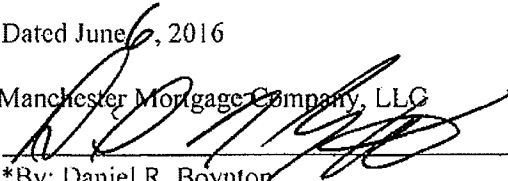
14. JOINT AND SEVERAL/LIMITATION ON PERSONAL LIABILITY. The covenants of this Mortgage set forth herein shall be deemed joint and several among Mortgagors, if more than one. Unless a Mortgagor is obligated on the Obligation secured by this Mortgage, Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

15. INVALIDITY. In the event any provision or portion of this instrument is held to be invalid or unenforceable, this shall not impair or preclude the enforcement of the remainder of the instrument.

16. MARITAL PROPERTY STATEMENT. Any individual Mortgagor who is married represents that the obligation evidenced by this instrument was incurred in the interest of Mortgagor's marriage or family.

Dated June 6, 2016

Manchester Mortgage Company, LLC

 (SEAL) \_\_\_\_\_ (SEAL)  
\*By: Daniel R. Boynton \*  
Its: Authorized Agent (SEAL) \_\_\_\_\_ (SEAL)

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) \_\_\_\_\_

STATE OF Michigan )  
Oakland ) ss. COUNTY )

authenticated on \_\_\_\_\_

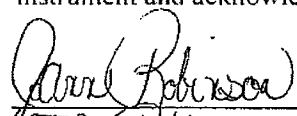
Personally came before me on 6-6-16  
the above-named Daniel R. Boynton

\* \_\_\_\_\_

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, \_\_\_\_\_  
authorized by Wis. Stat. § 706.06 )

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

  
Jo Ann Robinson

Notary Public, State of Michigan  
My commission (is permanent) (expires: 12-3-2016)

THIS INSTRUMENT DRAFTED BY:

Daniel R. Boynton, Esq., Driggers, Schultz & Herbst  
2600 W. Big beaver, St. 550, Troy, Mi 48084

JO ANN ROBINSON  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Dec 3, 2016  
ACTING IN COUNTY OF Oakland

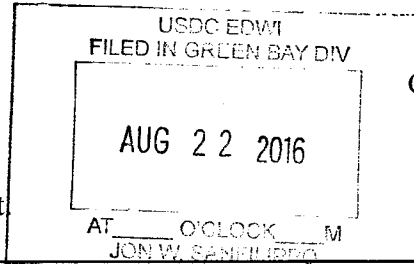
UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WISCONSIN

UNITED STATES OF AMERICA,  
Plaintiff,

vs.

Ronald H. Van Den Heuvel,

Defendant.



Case No. 16-CR-64

JUSTIFICATION OF SURETIES

I, the undersigned surety, on oath say that I reside at 45511 Market Street, Shelby Township, MI 48315 and that my net worth is the sum of at least One Million Dollars (\$1,000,000).

I further state that I understand that the above named defendant has executed the appearance bond to which this affidavit is attached and has agreed to be bound thereby.

I further acknowledge that I and my personal representatives are bound as a condition of the bond jointly and severally with defendant and other sureties to pay to the United States of America the sum of \$200,000.00 in the event that the attached bond is forfeited.

I further understand that it is my obligation to inform the court of any change in address or employment of defendant immediately upon becoming aware of such fact. I further agree and understand unless otherwise ordered by the court the bond to which this affidavit is attached is a continuing bond including any proceedings of appeal or review which shall continue in full force and effect until such time as the undersigned is duly discharged.

I declare that under penalty of perjury that the foregoing is true and correct.

Manchester Mortgage Company, LLC

By: Daniel R. Boynton  
Its: Authorized Agent  
Surety

Subscribed and sworn to before me this  
20<sup>th</sup> day of June, 2016.

Notary Public, State of Michigan  
My Commission: 12-3-2016

JO ANN ROBINSON  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Dec 3, 2016  
ACTING IN COUNTY OF Oakland