

EXHIBIT G

Loan Number: 23208439002

BUSINESS

Financial Link®

W. B. A.

480 1075

14221

© 2006 Wisconsin Bankers Association / Distributed by FIPCOB

Auto Payment:

BUSINESS NOTE
(Use only for business purpose loans)

Some checked are applicable.
Some not checked are inapplicable.

KYHKJG, LLC

(MAKER)

November 7, 2008 (DATE)

\$70,000.00

1. Promise to Pay and Payment Schedule. The undersigned ("Maker," whether one or more) promises to pay to the order of
Horizon Bank ("Lender") at 326 E Lake Street PO Box 144,

Horizon, Wisconsin, the sum of \$70,000.00, plus interest on the unpaid principal balance, according to the following schedule:

A single payment of the unpaid principal and accrued interest is due and payable on December 7, 2009.

2. Interest Calculation. This Note bears interest on the unpaid principal balance before maturity:

(Check (a), (b) or (c); only one shall apply.)

- (a) ☒ Fixed Rate. At the rate of 6.750 % per year.
(b) ☐ Stepped Fixed Rate. At the rate ("Note Rate") of n/a % per year until n/a and n/a % per year thereafter.
(c) ☐ Variable Rate. At the annual rate ("Note Rate") which shall equal the Index Rate (as defined below), plus minus n/a percentage points. However, the Note Rate shall not exceed n/a % per year and shall not be less than n/a % per year, and until the first change date described below the Note Rate shall be n/a % per year. The Note Rate shall be adjusted as provided below. The Index Rate is: n/a

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

- (d) If the Index Rate ceases to be made available to Lender during the term of this Note, Lender may substitute a comparable Index.
If box (b) or (c) is checked, an adjustment in the Note Rate will result in an increase or decrease in (1) ☐ the amount of each payment of interest, (2) ☐ the amount of the final payment, (3) ☐ the number of scheduled periodic payments sufficient to repay this Note in substantially equal payments, (4) ☐ the amount of each remaining payment of principal and interest so that those remaining payments will be substantially equal and sufficient to repay this Note by its scheduled maturity date, (5) ☐ the amount of each remaining payment of principal and interest (other than the final payment) so that those remaining payments will be substantially equal and sufficient to repay this Note by its scheduled maturity date based on the original amortization schedule used by Lender plus the final payment of principal and interest, or (6) ☐ n/a

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

Interest is computed:

- (e) ☒ For the actual number of days principal is unpaid on the basis of ☒ a 360 day year (which means that the stated interest rate will be divided by 360 days to arrive at a daily interest rate, and the daily interest rate will be applied to the unpaid principal for the actual number of days principal is unpaid up to 365 days in a calendar year and 366 days in a leap year) ☐ a 365 day year.
(f) ☐ For the number of days principal is unpaid on the basis of a 360 day year, counting each day as 1/30th of a month and disregarding differences in lengths of months and years.

(g) ☐ Past due interest shall bear interest from its due date until paid at the interest rate then in effect for this Note.
Unpaid principal and interest bear interest after maturity until paid (whether by acceleration or lapse of time) at the rate(s) ☐ stated under 2(b) or (c) above, as applicable, plus n/a percentage points ☒ of 6.750 % per year, computed on the same basis as the interest rate before maturity. All payments shall be applied first to accrued and unpaid interest, second to other charges payable by Maker to Lender and third to unpaid principal.

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

4. Prepayment. Full or partial prepayment of this Note ☒ is permitted at any time without penalty ☐ n/a

All prepayments shall be applied first to accrued and unpaid interest, second to other charges payable by Maker to Lender and third to principal.
THIS NOTE INCLUDES ADDITIONAL PROVISIONS ON PAGE 2.

OTHER PROVISIONS:

KYHKJG, LLC (SEAL)

A Wisconsin Limited Liability Company
(Type of Organization)

By: (SEAL)
KELLY Y VANDEN HEUVEL, Managing Member

By: (SEAL)

By: (SEAL)

By: (SEAL)

2303 LOST DAUPHIN RD

DE PERE, WI 54115-9165
(ADDRESS)

(PHONE)

ADDITIONAL PROVISIONS

5. **Default and Enforcement.** Upon the occurrence of any one or more of the following events of default: (a) Maker fails to pay any amount when due under this Note or under any other instrument evidencing any indebtedness of Maker to Lender, (b) any representation or warranty made under this Note or under this Note or under any other instrument evidencing any indebtedness of Maker to Lender is or was false or fraudulent in any material respect, (c) a material adverse change in information provided by Maker to Lender in connection with this Note is or was false or fraudulent in any material respect, (d) a material adverse change occurs in Maker's financial condition, (e) Maker fails to timely observe or perform any of the covenants or duties contained in this Note, (f) any guarantee of Maker's obligations under this Note is revoked or becomes unenforceable for any reason, (g) Maker, Maker's spouse or a surety or guarantor of this Note dies or ceases to exist, (h) an event of default occurs under any agreement securing this Note, or (i) Lender at any time believes in good faith that the prospect of payment or performance under this Note, under any other instrument evidencing any indebtedness of Maker to Lender or under any agreement securing this Note is impaired, then the unpaid balance shall, at the option of Lender, without notice, mature and become immediately payable. The unpaid balance shall automatically mature and become immediately payable in the event any Maker or any surety, Indorser or guarantor for any of Maker's obligations under this Note becomes the subject of bankruptcy or other insolvency proceedings, Lender's receipt of any payment on this Note after the occurrence of an event of default shall not constitute a waiver of the default or the Lender's rights and remedies upon such default. To the extent prohibited by law, Maker consents that venue for any legal proceeding relating to collection of this Note shall be, at Lender's option, the county in which Lender has its principal office in this state, the county in which any Maker resides or the county in which this Note was executed and Maker submits to the jurisdiction of any such court.

6. **Security.** This Note is secured by all existing and future security agreements and mortgages between Lender and Maker, between Lender and any indorser or guarantor of this Note, and between Lender and any other person providing collateral security for Maker's obligations, and payment may be accelerated according to any of them. Unless a lien would be prohibited by law or would render a nontaxable account taxable, Maker grants to Lender a security interest and lien in any deposit account Maker may at any time have with Lender. Lender may, at any time after an occurrence of an event of default, without notice or demand, set-off against any deposit balance or other money now or hereafter owed any Maker by Lender any amount unpaid under this Note.

7. **Rights of Lender.** Without affecting the liability of any Maker, indorser, surety, or guarantor, Lender may, without notice, accept partial payments, release or impair any collateral security for the payment of this Note or agree not to sue any party liable on it. Lender may apply prepayments, if permitted, to such future installments as it elects. Lender may without notice to Maker apply payments made by or for Maker to any obligations of Maker to Lender. Without affecting the liability of any indorser, surety or guarantor, Lender may from time to time, without notice, renew or extend the time for payment.

8. **Obligations and Agreements of Maker.** The obligations under this Note of all Makers are joint and several. All Makers, indorsers, sureties, and guarantors agree to pay all costs of collection before and after judgment, including reasonable attorneys' fees (including those incurred in successful defense or settlement of any counterclaim brought by Maker or incident to any action or proceeding involving Maker brought pursuant to the United States Bankruptcy Code) and waive presentment, protest, demand and notice of dishonor. Maker agrees to indemnify and hold harmless Lender, its directors, officers, employees and agents, for, from and against any and all claims, damages, judgments, penalties, and expenses, including reasonable attorneys' fees, arising directly or indirectly from credit extended under this Note or the activities of Maker. This indemnity shall survive payment of this Note. Each Maker acknowledges that Lender has not made any representations or warranties with respect to, and that Lender does not assume any responsibility to Maker for, the collectability or enforceability of this Note or the financial condition of any Maker. Each Maker has independently determined the collectability and enforceability of this Note. Maker represents that the legal name of Maker and the address of Maker's principal residence are as set forth on page 1. Maker shall not change its legal name or address without providing at least 30 days prior written notice of the change to Lender.

9. Interpretation. This Note is intended by Maker and Lender as a final expression of this Note and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Note. This Note may not be supplemented or modified except in writing. This Note benefits Lender, its successors and assigns, and binds Maker and Maker's heirs, personal representatives, successors and assigns. The validity, construction and enforcement of this Note are governed by the internal laws of Wisconsin except to the extent such laws are preempted by federal law. Invalidity or unenforceability of any provision of this Note shall not affect the validity or enforceability of any other provisions of this Note.

[illegible]

BUSINESS NOTE



DISBURSEMENT

Borrower:

KYHIKJG, LLC
2303 LOST DAUPHIN RD
DE PERE, WI 54115-9165

Lender:

Horicon Bank
326 E Lake Street PO Box 144
Horicon, WI 53032

LOAN INFORMATION:

Funding Date: November 07, 2009

Maturity Date: December 07, 2009

Loan Amount: \$70,000.00

Loan Number: 23208439002

Customer Number:

Purpose: RENEWAL

DISBURSEMENT INFORMATION:

Cash Paid Directly to Borrower

\$70,000.00

AMOUNT OF INTEREST DUE TO RENEWAL \$226.05

\$70,000.00

TOTAL DISBURSED

COPY

KYHIKJG, LLC

(SEAL)

A Wisconsin Limited Liability Company

(Type of Organization)

By:

(SEAL)

KELLY Y VANDEN HEUVEL, Managing Member

By:

(SEAL)

By:

(SEAL)

By:

(SEAL)

HORICON BANK
323 EAST LAKE STREET
PO BOX 144
HORICON WI 53032

Loan Maturity Notice

Any questions,
please call your loan officer,
Paul Pikkila
at 920-954-6565.

1/2010
#20001

(920) 485-3040

Dear Customer,

Your loan (Account CLA-023208439002) will mature on 01/31/2010. If you have any questions, please contact us at (920) 954-6565.

An additional \$14.10 of interest will be added to the payoff amount each day after the maturity date. This calculation is based on the current balance and the current rate of the maturity index.

KYHKJG, LLC
2303 LOST DAUPHIN RD
DE PERE WI 54115-9165

Account: CLA-023208439002
Relationship: Primary
Contract Date: 11/07/2008
Rate: 7.25
Maturity Date: 01/31/2010
Payoff at Maturity: \$70,775.34
Principal: \$70,000.00
Deferred Principal: \$0.00
Interest: \$775.34
Escrow: \$0.00
Loan Fees: \$0.00
Late Fees: \$0.00

*What
loan*

Detailed Loan Bill

Entry Date	Effective Date	Description	Amount	Principal Amount	Ending Balance
10/07/2009	10/07/2009	Payment - Payment - Auto Split	218.60	0.00	70,000.00
11/17/2009	11/07/2009	Rate Change: 3.750 % To 6.750 %	0.00	0.00	70,000.00
11/17/2009	11/07/2009	Interest Payment	226.05	0.00	70,000.00
12/22/2009	12/07/2009	Rate Change: 6.750 % To 7.250 %	0.00	0.00	70,000.00
12/22/2009	12/07/2009	Interest Payment	393.74	0.00	70,000.00

Advances: \$0.00
Principal Payments: \$0.00
Interest Payments: \$838.39
Paid Fees: \$0.00
Paid Alternate Int: \$0.00

Loan Balance: \$70,000.00
Available Balance: \$0.00

Account No: CLA-023208439002
Due Date: 01/31/2010
Current Rate: 7.250%
Current Balance: \$70,000.00

Principal Due: \$70,000.00
Interest Due: \$775.34
Escrow/Other: \$0.00
Late/Loan Fees: \$0.00
Alternate Int: \$0.00
Delinquent Amount: \$0.00
Total Amount Due: \$70,775.34

PAID BY: [Signature] DATE: 1/15/2010

Entry Date	Effective Date	Description	Amount	Principal Amount	Ending Balance
12/22/2009	12/07/2009	Interest Payment	393.74	0.00	70,000.00
12/22/2009	12/07/2009	Rate Change: 6.750 % To 7.250 %	0.00	0.00	70,000.00
12/22/2009	12/07/2009	Interest Payment	393.74	0.00	70,000.00

STOP PAYMENT ORDER

Horicon Bank 100 E. Midway Rd. Appleton, WI 54915

Bank Name and Address

A stop payment order must be received by the Bank at such time and in such manner that the Bank has a reasonable opportunity to act on it prior to the earlier of the payment of the check, draft or other item ("check") by the Bank or the cutoff hour established by the Bank for receipt of such orders, if any. Orders received after regular banking hours on Monday through Friday or on Saturdays, Sundays, or federal holidays may be considered received at the opening of business on the next banking day. THE BANK IS NOT BOUND BY AN ORAL STOP PAYMENT ORDER AFTER 14 DAYS FROM THE DATE RECEIVED UNLESS A WRITTEN CONFIRMATION IS RECEIVED BY THE BANK AT THE ADDRESS OF THE BANK WITHIN THE 14 DAY PERIOD. THE BANK IS NOT BOUND BY A WRITTEN STOP PAYMENT ORDER AFTER 6 MONTHS FROM THE DATE OF A WRITTEN STOP PAYMENT ORDER OR CONFIRMATION UNLESS THE ORDER IS RENEWED IN WRITING FOR ANOTHER SIX MONTHS. I understand that stopping payment on a check does not relieve me or any other signer of the check from liability on the check to a person who has taken the check for value, in good faith, and without notice of any defense or claim that I or any other signer of the check may have on the check.

I agree to pay the stop payment fees identified in the Bank's current fee schedule and authorize the Bank to deduct the fees from any account I maintain at the Bank.

I understand the need for absolute accuracy in describing the check upon which stop payment is being requested. IF ANY INFORMATION DESCRIBING THE CHECK IS NOT ACCURATE, THE BANK MAY NOT FIND THE CHECK. The Bank shall not be liable for failing to stop payment on a check or for stopping payment on the wrong check if the check is not accurately described by me.

I indemnify and hold harmless the Bank against any loss, cost, expense, damage or liability (including reasonable attorneys' fees) the Bank may sustain for stopping payment on the described check in accordance with this request.

Please attempt to stop payment of the following check: Maker KYHKJG, LLC

Payee Julie Gumban	Exact Amount \$5,000.00
--------------------	-------------------------

Account No. 149761 Check No. 1021 Dated 01/21/2010

I agree to notify the Bank promptly of the issuance, check number and date of a duplicate check or the return of the original check. (If a duplicate check has been issued it is Check No. 1023 Dated 01/29/2010 .)

KYHKJG _____ (Customer) (SEAL)

Limited Liability
(Type of Organization)

Wisconsin (State of Organization)



Kelly Vandenberg (SEAL)

____ (SEAL)

(SEAL)

____ (SEAL)

Address: _____

(Customer Telephone Number)

ORAL REQUEST RECEIVED	RELEASE
Date <u>1/29/10</u>	The above request is withdrawn.
<u>11:20</u> A.M. <u> </u> P.M.	
From <u>Kelly Vandenheuvel</u> (caller's name)	
<u>Horicon Bank</u> For the Bank	Date <u> </u>
WRITTEN REQUEST RECEIVED	<u> </u> ACCOUNT HOLDER'S
Date <u> </u>	<u> </u> SIGNATURE
<u> </u> A.M. <u> </u> P.M.	
<u> </u> For the Bank	

Hi Kelly -

Please sign the highlighted portion of the form, and return as soon as possible. I included a copy you can keep for your records as well.

Thank you,
Jessica

CUSTOMER COI _____

February 5, 2010

Michael Thomson Agency, Inc.
2671 Continental Drive
Green Bay, WI 54311

RE: Home Insurance

Dear Trisha:

Per our conversation of February 4, 2010 payment of \$1,179.00 covers home insurance on 1520 Silver Maple Drive, DePere, Wisconsin 54115 through February of 2011 with American Family Insurance.

As you requested, I am forwarding payment directly to your offices to avoid delay.


If you have any questions, please reach out for me at 217-3484.

Thank you for your help.

Regards,

Kenneth

Kell

KYHKJG, LLC 2303 LOST DAUPHIN RD. DE PERE, WI 54115-9165		79-562/759 149761	1092
DATE <u>2-4-10</u>			
PAY TO THE ORDER OF <u>American Family, Inc.</u>		\$ <u>1,179.00</u>	
<u>One thousand one hundred seventy nine and 00/100</u>		DOLLARS	
 HORICON BANK Appleton, WI 54915 www.horiconbank.com		<i>Kenneth</i>	
MEMO			

AMENDED

COPY B, FOR BORROWER

HORICON BANK
326 E LAKE ST
PO BOX 144
HORICON WI 53032-0144

TAX YEAR 2011
TAX ID # 26-3604858
BANK ID # 39-0356800
BANK PH # 920-485-7305
CORRECTED FORM(S): NO

KYHKJG LLC
2303 LOST DAUPHIN RD
DE PERE WI 54115-9165

1099-A: ACQUISITION OR ABANDONMENT OF SECURED PROPERTY OMB No. 1545-0877
TAX YEAR 2011

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF TAXABLE INCOME RESULTS FROM THIS TRANSACTION AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

ACCOUNT NUMBER (see instructions): CLA23208439001, 9002

BOX 1. DATE OF LENDER'S ACQUISITION OR KNOWLEDGE OF ABANDONMENT:

9/23/2011

BOX 5. ☐ IF CHECKED, THE BORROWER WAS PERSONALLY LIABLE FOR REPAYMENT OF THE DEBT.

BOX 6. PROPERTY DESCRIPTION:

1520 SILVER MAPLE DR
DE PERE WI 54115

✓ Sent
John P

COPY B, FOR BORROWER

HORICON BANK
326 E LAKE ST
PO BOX 144
HORICON WI 53032-0144

TAX YEAR 2011
TAX ID # 263-79-2615
BANK ID # 39-0356800
BANK PH # 920-485-7305
CORRECTED FORM(S): NO

VAN DEN HEUVEL, KELLY Y
2303 LOST DAUPHIN RD
DE PERE WI 54115-9165

1099-A: ACQUISITION OR ABANDONMENT OF SECURED PROPERTY OMB No. 1545-0877
TAX YEAR 2011

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF TAXABLE INCOME RESULTS FROM THIS TRANSACTION AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

ACCOUNT NUMBER (see instructions): CL23208439001, 9002
BOX 1. DATE OF LENDER'S ACQUISITION OR

KNOWLEDGE OF ABANDONMENT: 9/23/2011

BOX 2. PRINCIPAL BALANCE: 312,317.38

BOX 4. FAIR MARKET VALUE: 334,598.49

BOX 5. [X] IF CHECKED, THE BORROWER WAS
PERSONALLY LIABLE FOR REPAYMENT
OF THE DEBT.

BOX 6. PROPERTY DESCRIPTION: 1520 SILVER MAPLE DR
DE PERE WI 54115

Department of the Treasury - Internal Revenue Service

COPY B, FOR BORROWER

HORICON BANK
326 E LAKE ST
PO BOX 144
HORICON WI 53032-0144

TAX YEAR 2011
TAX ID # 26-3604858
BANK ID # 39-0356800
BANK PH # 920-485-7305
CORRECTED FORM(S): NO

KYHKJG LLC
2303 LOST DAUPHIN RD
DE PERE WI 54115-9165

1099-A: ACQUISITION OR ABANDONMENT OF SECURED PROPERTY OMB No. 1545-0877
TAX YEAR 2011

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF TAXABLE INCOME RESULTS FROM THIS TRANSACTION AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

ACCOUNT NUMBER (see instructions): CLA23208439001, 9002
BOX 1. DATE OF LENDER'S ACQUISITION OR

KNOWLEDGE OF ABANDONMENT: 9/23/2011

BOX 2. PRINCIPAL BALANCE: 312,317.38

BOX 4. FAIR MARKET VALUE: 334,598.49

BOX 5. ☐ IF CHECKED, THE BORROWER WAS
PERSONALLY LIABLE FOR REPAYMENT
OF THE DEBT.

BOX 6. PROPERTY DESCRIPTION: 1520 SILVER MAPLE DR
DE PERE WI 54115

Department of the Treasury - Internal Revenue Service

HORICON BANK
326 E LAKE STREET
PO BOX 144
HORICON, WI 53032-0144
(920) 485-3040

Wire Transfer Notice

Dear Customer,

Account Number:

The following items have been posted to your account on 2/5/2009

Outgoing Wire Transfer: Hydrite Chemicals

Amount: \$4

Wire Transfer Fee:

Amount:

KYHKJG, LLC
2303 Lost Dauphin Rd.
De Pere, WI 54115

BILLING STATEMENT FOR:

Kelly Yessman-VanDenHeuvel
DBA: KYHKJG LLC
2077B Lawrence Dr
De Pere, WI 54115

Make your check or money order payable to:

**American Family Insurance Co.
Michael F. Thomson
2671 Continental Dr., Ste. A
Green Bay, WI 54311
Phone: (920) 465-1500
Fax: (920) 965-1545**

DATE: 02/08/2010

RE: 1520 Silver Maple Dr, De Pere - Rental Dwelling Coverage

Premium to continue insurance under your policy as described herein is due and payable on or before the due date.

Policy Number	Date Due	Type of Policy or Coverage	Premium	Amount Paid	Balance Due
48-XN8997-02	2/8/10	Businessowner	1,179.00	1,179.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
TOTAL BALANCE DUE:					\$0.00

Thank you for your payment! We appreciate your business!

THANK YOU...YOUR BUSINESS IS APPRECIATED!

AmFam 23001

BUSINESS NOTE
(Use only for business purpose loans)

Some checks are applicable.
Some not checked are inapplicable.

KYHKJG, LLC

(MAKER)

January 31, 2010

(DATE)

\$70,000.00

1. Promise to Pay and Payment Schedule. The undersigned ("Maker," whether one or more) promises to pay to the order of Horizon Bank ("Lender") at 326 E Lake Street PO Box 144, Horizon, Wisconsin, the sum of \$70,000.00, plus interest on the unpaid principal balance, according to the following schedule:
A single payment of the unpaid principal and accrued interest is due and payable on April 30, 2010.

2. Interest Calculation. This Note bears interest on the unpaid principal balance before maturity:
(Check (a), (b) or (c); only one shall apply.)

- (a) ☒ Fixed Rate. At the rate of 7.250 % per year.
(b) ☐ Stepped Fixed Rate. At the rate ("Note Rate") of n/a % per year until n/a and n/a % per year thereafter.
(c) ☐ Variable Rate. At the annual rate ("Note Rate") which shall equal the Index Rate (as defined below), plus minus n/a percentage points. However, the Note Rate shall not exceed n/a % per year and shall not be less than n/a % per year, and until the first change date described below the Note Rate shall be n/a % per year. The Note Rate shall be adjusted as provided below. The Index Rate is: n/a

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

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

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

In addition, Lender is authorized to change the amount of periodic payments if and to the extent necessary to pay in full all accrued interest owing on this Note. The Maker agrees to pay any resulting payments or amounts. Interest is computed:

- (e) ☒ For the actual number of days principal is unpaid on the basis of ☒ a 360 day year (which means that the stated interest rate will be divided by 360 days to arrive at a daily interest rate, and the daily interest rate will be applied to the unpaid principal for the actual number of days principal is unpaid up to 365 days in a calendar year and 366 days in a leap year) ☐ a 365 day year.
(f) ☐ For the number of days principal is unpaid on the basis of a 360 day year, counting each day as 1/30th of a month and disregarding differences in lengths of months and years.
(g) ☐ Past due interest shall bear interest from its due date until paid at the interest rate then in effect for this Note. Unpaid principal and interest bear interest after maturity until paid (whether by acceleration or lapse of time) at the rate(s) ☐ stated under 2(b) or (c) above, as applicable, plus n/a percentage points ☒ of 8.250 % per year, computed on the same basis as the interest rate before maturity. All payments shall be applied first to accrued and unpaid interest, second to other charges payable by Maker to Lender and third to unpaid principal.
3. Other Charges. If any payment (other than the final payment) is not made on or before the n/a day after its due date, Lender may collect a delinquency charge of ☐ n/a % of the unpaid amount ☐ \$ n/a. Maker agrees to pay a charge of \$ 15.00 for each check presented for payment under this Note which is returned unsatisfied.

4. Prepayment. Full or partial prepayment of this Note ☒ is permitted at any time without penalty ☐ n/a

All prepayments shall be applied first to accrued and unpaid interest, second to other charges payable by Maker to Lender and third to principal.

THIS NOTE INCLUDES ADDITIONAL PROVISIONS ON PAGE 2.

OTHER PROVISIONS:

KYHKJG, LLC (SEAL)

A Wisconsin Corporation (Type of Organization)

By: Kelly Y Van Den Heuvel (SEAL)
KELLY Y VAN DEN HEUVEL, Managing Member

By: (SEAL)

By: (SEAL)

By: (SEAL)

2303 LOST DAUPHIN RD

DE PERE, WI 54115-9165 (ADDRESS) (PHONE)



Not my Signature COPY

web l
tar

Kelly,
Please
Review
-Ty

→ Jim Holt
Signature



HORICON BANK

October 19, 2009

Kelly Van Den Heuvel
2303 Lost Dauphin Rd.
De Pere, WI 54115-9165

Dear Kelly:

Upon a recent review of your loan file we found that we are in need of an updated personal financial statement. For us to keep your loan file in compliance, as well as being able to address your financial requests as they arise, please complete the enclosed statement and send it back to the bank by November 6, 2009.

Enclosed you will find a copy of your last Personal Financial Statement as a reference for completing your new one. Be sure to complete all areas, including the type of credit at the top as well as the guarantee and personal information sections at the bottom. Also, be sure you sign where indicated both on the front and on the back of the form.

Thank you for your prompt response to this matter. If you need any assistance in completing, please feel free to contact me at (920) 954-6565.

Sincerely,

Paul J Piikkila
Vice President

Amended # 203792015

A. Settlement Statement		B. Type of Loan	
First American Title Insurance Company Final Statement		1-5. Loan Type Conv. Unins.	
		6. File Number 1870264	
		7. Loan Number	
		8. Mortgage Insurance Case Number	
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown, items marked "(POC)" were paid outside this closing; they are shown here for informational purposes and are not included in the totals.			
D. Name of Borrower: KYHKJG, LLC 1520 Silver Maple Drive, DePere, WI 54115			
E. Name of Seller: Pedro M. Fernandez, Kimberly S. Fernandez; Kelly Y. VanDenHeuvel 1520 Silver Maple Drive DePere, WI 54115			
F. Name of Lender: Horizon Bank 100 East Midway Road Appleton, WI 54914			
G. Property Location: 1520 Silver Maple Drive, DePere, WI 54115			
H. Settlement Agent: First American Title Insurance Company Address: 205 Doty Street, Suite 201, P.O. Box 22006, Green Bay, WI 54305-2006 Place of Settlement Address: 205 Doty Street, Suite 201, P.O. Box 22006, Green Bay, WI 54305-2006		I. Settlement Date: 11/07/2008 Print Date: 11/07/2008, 12:08 PM Disbursement Date: 11/07/2008	
J. Summary of Borrower's Transaction 100. Gross Amount Due From Borrower 101. Contract Sales Price 102. Personal Property 103. Settlement charges to borrower (line 1400) 2,730.00 104. Loan Payoff - Chase Home Finance 259,946.58 105. Adjustments for items paid by seller in advance		K. Summary of Seller's Transaction 400. Gross Amount Due To Seller 401. Contract Sales Price 402. Personal Property 403. Total Deposits 404. 405. Adjustments for items paid by seller in advance 406. City/town taxes 407. County taxes 408. Assessments 409. 410. 411. 412. 413. 414. 415. 262,676.58 420. Gross Amount Due To Seller 500. Reductions in Amount Due to Seller 501. Excess deposit (see instructions) 250,000.00 502. Settlement charges (line 1400) 503. Existing loan(s) taken subject 12,676.58 504. Payoff of first mortgage loan 505. Payoff of second mortgage loan 506. 507. 508. 509. Adjustments for items unpaid by seller 510. City/town taxes 511. County taxes 512. Assessments 513. 514. 515. 516. 517. 518. 519. 262,676.58 520. Total Reduction Amount Due Seller 600. Cash At Settlement To/From Seller 262,676.58 601. Gross amount due to Seller (line 420) 262,676.58 602. Less reductions in amounts due to Seller (line 520) 603.	
is a true and accurate account of this transaction. I have caused or will cause the funds to be			



FIRST CLASS

TAX NOTICE ENCLOSED

FORWARDING SERVICE REQUESTED

 KERRY M. BLANEY
 BROWN COUNTY TREASURER
 P.O. BOX 23800
 GREEN BAY, WI 54305-3800

 WD-1164
 KYHKJG, LLC
 PO BOX 28015
 GREEN BAY, WI 54324-0015

L*09E031 54324

L. Settlement Charges		
700. Total Sales/Broker's Commission based on price	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of Commission (line 700) as follows		
701.		
702.		
703. Commission paid at Settlement		
704.		
800. Items Payable in Connection with Loan		
801. Loan Origination Fee - Horizon Bank	1,250.00	
802. Loan Discount		
803. Appraisal Fee - Tappa Appraisals	275.00	
804. Credit Report - Horizon Bank	10.00	
805. Lender's Inspection Fee		
806. Mortgage Insurance Application Premium		
807. Assumption Fee		
808. Tax Service Contract - Horizon Bank	84.00	
809. Flood Certification Fee - Horizon Bank	15.00	
810.		
811.		
812.		
813.		
814.		
Supplemental Summary		
900. Items Required by Lender to be Paid in Advance		
901. Interest		
902.		
903. Hazard Insurance Premium for		
904.		
905.		
Supplemental Summary		
1000. Reserves Deposited with Lender		
1001. Hazard Insurance		
1002. Mortgage Insurance		
1003. City Property Taxes		
1004. County Property Taxes		
1005. Annual assessments		
1006.		
1007.		
1008. Aggregate Accounting Adjustment		
1100. Title Charges		
1101. Settlement or closing fee - First American Title Insurance Company	125.00	
1102. Abstract or title search		
1103. Title examination		
1104. Title Insurance Binder		
1105. Document Fee		
1106. Notary Fee		
1107. Attorney Fee		
(includes above item numbers:)		
1108. Title Insurance - See supplemental page for breakdown of individual fees and payees	300.00	
(includes above item numbers:)		
1109. Lender's coverage \$250,000.00 Premium: \$300.00		
1110. Owner's coverage \$0.00		
1111.		
1112.		
1113.		
1114.		
1115.		
1116.		
1117.		
1200. Government Recording and Transfer Charges		
1201. Recording fees: Deed \$22.00 Mortgage \$26.00 Release \$22.00	70.00	
1202. City/county tax/stamps:		
1203. State tax/stamps: Deed \$540.00 Mortgage \$0.00	540.00	
1204. Rerecord mortgage - First American Title Insurance Company	21.00	
1205. Assignment of Rents - First American Title Insurance Company	15.00	
1206.		
1300. Additional Settlement Charges		
1301. Survey to		
1302. Pest Inspection to		
1303. Delivery/Service Charge - First American Title Insurance Company	25.00	
1304.		
1305.		
1306.		
1307.		
1308.		
1309.		
1310.		
1311.		
1312.		
1313.		
1314.		
Supplemental Summary		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)	2,750.00	

* See Supplemental Page for details

Supplemental Page HUD-1 Settlement Statement		File No. 1670264
First American Title Insurance Company Final Statement		Loan No.
		Settlement Date: 11/07/2008
Borrower Name & Address: KYHKJG, LLC 1520 Silver Maple Drive, DePere, WI 54115		
Seller Name & Address: Pedro M. Fernandez, Kimberly S. Fernandez; Kelly Y. VanDenHeuvel 1520 Silver Maple Drive DePere, WI 54115		

Section L. Settlement Charges continued		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
1188. Supplemental Summary	300.00		
a) Loan Policy - First American Title Insurance Company		300.00	
1201. Supplemental Summary	70.00		
a) Deed - Register of Deeds		22.00	
b) Mortgage - Register of Deeds		28.00	
c) Release - First American Title Insurance Company		22.00	
1203. Supplemental Summary	540.00		
a) State Transfer Tax - Register of Deeds		540.00	

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and distributions made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

BUYER(S):

KYHKJG, LLC

HORICON BANK
326 EAST LAKE STREET
PO BOX 144
HORICON WI 53032

(920) 485-3040

Dear Customer,

Payment on your loan (Account CLA-023208439001) is now 15 days past due.
Please remit your total payment, including late fees, of \$1,914.75 to us at
once to avoid further collection efforts.

If you have any questions, or if you believe our records are in error,
please contact us at (920) 485-3040.

KYHKJG , LLC
2303 LOST DAUPHIN RD
DE PERE WI 54115-9165

15 Days Past Due Notice

**Your Automatic Payment Did I
Transfer Due to Insuffient F
Therefore Please Make The P
Yourself**

Account:
Relationship:
Delinquent Date:
Payment Amount Due:
Late Fees Due:
Loan Fees Due:
Alternate Int:
Total Amount Due:
Loan Balance:
Rate:
Maturity Date:

Print at: Wednesday, May 13, 2009 10:05:57 AM
Host: AP-AD-WRKSTN04
User: paulp

HORICON BANK Customer Management

File Edit Help

KYHKJG, LLC 5/13/2009 10:05:57 AM User: PAUL J PIIKKILA - 9034

Loan Account Display [CLA - 023208439002] [Today's Payoff: \$69781.52]

KYHKJG, LLC				CLA - 023208439002	
Class:	435 - Commercial RE Variable	RSM:	PAUL J PIIKKILA - 9034	Branch:	APPLETON
Contract:	11/7/2008	Term:	12 - Month(s)	Maturity:	11/7/2009
Desc:	Revolving Line Of Credit	Status:	Active		
Current Balance:	\$69,502.99	Per Diem:	\$7.24		
Accrued Interest:	\$280.53	Accrued Through:	5/12/2009		
Alternate Interest:	\$0.00	Interest Paid YTD:	\$839.56		
Insurance Rebate/Due:	\$0.00	Interest Paid Last Year:	\$198.78		
Escrow:	\$0.00	Interest Type:	Simple		
Late & Loan Fees Due:	\$0.00	Amount Financed:	\$0.00		
Memo-Posted Debits:	\$0.00	Third Party:	No Third Parties		
Teller Loan Payments:	\$0.00	Collateral:	1 Collateral Item	Weighted Risk:	4.0
Undisbursed Amount:	\$497.01	Participation:	No Participants	Loan To Value:	78.651 %
Rate Type:	Floating	Index:	US Bank Prime	Margin:	0.500
				Current Rate:	3.750 %
Past Due:	5/7/2009	\$237.09	Partial Payment:	\$196.41	
# Times Delinquent:		3	Next Scheduled Payment:	6/7/2009	Calculated
User Defined Past Due Days:	7	15	Last Payment:	4/17/2009	\$196.41
Past Due Cycle YTD:	1	0	LTD Renewals:	0	
Past Due Cycle LTD:	1	0	LTD Extensions:	0	\$0.00

Ready

start Info - Hic... Phoenix Sys... Microsoft E... Microsoft W... HORICON B... 10:05 AM

Print at: Wednesday, May 13, 2009 10:05:46 AM
Host: AP-AD-WRKSTN04
User: paulp

HORICON BANK - Customer Management

File Edit Help

KYHKJG, LLC 5/13/2009 10:05:46 AM User: PAUL J PIIKKILA - 9034

Loan Account Display - [CLA - 023208439001] [Today's Payoff: \$249763.77]

KYHKJG, LLC		CLA - 023208439001	
Class:	430 - Commercial RE Fixed	RSM:	PAUL J PIIKKILA - 9034
Contract:	11/7/2008	Term:	36 - Month(s)
Desc:	1520 Silver Maple Dr	Branch:	APPLETON
		Maturity:	11/7/2011
		Status:	Active

Current Balance:	\$248,537.79	Per Diem:	\$43.15
Accrued Interest:	\$1,225.99	Accrued Through:	5/12/2009
Alternate Interest:	\$0.00	Interest Paid YTD:	\$5,560.71
Insurance Rebate/Due:	\$0.00	Interest Paid Last Year:	\$1,302.08
Escrow:	\$0.00	Interest Type:	Simple
Late & Loan Fees Due:	\$0.00	Amount Financed:	\$250,000.00
Memo-Posted Debits:	\$0.00	Third Party:	No Third Parties
Teller Loan Payments:	\$0.00	Collateral:	1 Collateral Item
Undisbursed Amount:	\$0.00	Participation:	No Participants
Rate Type:	Fixed	Weighted Risk:	4.0
Index:	None	Loan To Value:	61.367 %
Margin:	None	Current Rate:	6.250 %

Past Due:	5/7/2009	Partial Payment:	\$0.00
# Times Delinquent:	2	Next Scheduled Payment:	6/7/2009
User Defined Past Due Days:	7 15 N/A	Last Payment:	4/17/2009
Past Due Cycle YTD:	1 0 0	LTD Renewals:	0
Past Due Cycle LTD:	1 0 0	LTD Extensions:	0

Rate Type:	Fixed	Index:	None	Margin:	None	Current Rate:	6.250 %
------------	-------	--------	------	---------	------	---------------	---------

Ready

NUM

start Inbox - Mic... Phone's Sys... Microsoft E... Microsoft W... HORICON B... 10:05 AM

Action

Close

Details...

More Details...

Interest...

History...

Impact...

FASB...

Additional...

JO98...

Pending CCs

Payoff...

Total...

Edit...

HORIZON BANK Customer Management						
File Edit Help						
KYHKJG, LLC		5/13/2009	10:05:59 AM	User: PAUL J PIIKKILA - 9034		
Relationship Management Summary [KYHKJG, LLC: 58317]						
Customer Information				Bank Information		Action
Name: KYHKJG, LLC				Class: Limited Liability Company		Close
Address: 2303 LOST DAUPHIN RD DE PERE, WI 54115-9185 UNITED STATES OF AMERICA				Branch: APPLETON		Edit Cust...
				RSM: PAUL J PIIKKILA		Visit...
				Effective: 11/4/2008 Status: Active		Display...
USual:				Contact Information		History...
				Home Phone: Ext.:		Portfolio...
				Business Phone: (920) 338-1775 Ext.:		Servicing...
				Mobile Phone: Ext.:		Image...
TIN: 26-3604858				Pager Number: Pin:		Archive...
ID Verification: Verified				Primary Email:		
Account Summary Criteria						
<input checked="" type="checkbox"/> Primary <input type="checkbox"/> Secondary <input type="checkbox"/> External <input type="checkbox"/> All <input type="checkbox"/> Show Acct Titles <input type="checkbox"/> Include Closed						
Account	Class	Current	Available	Ownership	Status	
DDA - 149761	145 - Small Business Checking	\$89.80	\$89.80	Primary	Active	
CLA - 023208439001	430 - Commercial RE Fixed	\$248,537.79	\$0.00	Primary	Active	
CLA - 023208439002	435 - Commercial RE Variable	\$59,502.99	\$497.01	Primary	Active	
Total Deposits:		\$89.80	Total Loans:		\$318,040.78	Total Available Loans: \$497.01
Dennet AWR:		0.000%	Loan AWR:		5.704%	Total Accts: 3

\$ 7,314.73 deposit

Standard
business
for
KYHKJG

Silver

300 to Open

- Check card



Rate My Service

Please Rate Your Overall Satisfaction With
My Service Today.
(1 Being The Lowest And 10 Being The Best)

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

12345678910

Any Suggestions On How I May Improve My
Service?

NOTICE OF ISSUANCE OF TAX CERTIFICATE FOR TAX ROLL OF 2008
(STATE STATUTE 74.59)

SEPTEMBER 09, 2009

BROWN COUNTY
STATE OF WISCONSIN

KYHKJG LLC
PO BOX 28015
GREEN BAY, WI 54324-0015

OWNERS NAME: KYHKJG LLC
PROPERTY LOCATION: 1520 SILVER MAPLE DR
TAX DISTRICT NAME: CTY OF DEPERE WEST

PARCEL NO: WD-1164
LEGAL DESCRIPTION: (SEE BELOW FOR FULL LEGAL DESCRIPTION)

I AM ADVISING YOU THAT AS OF THE ABOVE DATE THERE ARE OUTSTANDING UNPAID REAL PROPERTY TAXES, SPECIAL ASSESSMENTS, SPECIAL CHARGES OR SPECIAL TAXES ON THE PROPERTY IDENTIFIED ABOVE FOR WHICH YOU ARE LISTED AS OWNER OF RECORD.

ON SEPTEMBER 01, 2009 I ISSUED A TAX CERTIFICATE TO BROWN COUNTY FOR THIS PROPERTY AS PROVIDED IN S. 74.57, WIS. STATUTES. THIS MEANS IF YOU FAIL TO PAY THE OUTSTANDING DELINQUENT REAL PROPERTY TAXES, SPECIAL ASSESSMENTS, SPECIAL CHARGES OR SPECIAL TAXES, PLUS INTEREST AND PENALTY, OWNERSHIP OF THE PROPERTY WILL EVENTUALLY TRANSFER TO BROWN COUNTY. IF THERE ARE NO OUTSTANDING TAXES FROM PRIOR YEARS, THIS TRANSFER WILL OCCUR NO EARLIER THAN TWO YEARS AFTER THE ISSUANCE OF THE TAX CERTIFICATE.

THE AMOUNT OF 2008 DELINQUENT TAX DUE PLUS INTEREST AND PENALTY IS:
\$9,398.15, IF PAYMENT IS POST MARKED IN SEPTEMBER. FOR PAYMENTS AFTER SEPTEMBER, PLEASE CONTACT TREASURER'S OFFICE FOR PAYOFF AMOUNT.

PAYMENTS CAN BE MADE TO BROWN COUNTY TREASURER AND SENT TO:

KERRY M. BLANEY
BROWN COUNTY TREASURER
PO BOX 23600
GREEN BAY WI 54305-3600

PHONE: (920) 448-4074

LEGAL DESCRIPTION FOR ABOVE PROPERTY:
25,169 SQ FT HONEYSUCKLE ACRES 2ND ADDN
LOT 35

HORICON BANK
326 EAST LAKE STREET
PO BOX 144
HORICON WI 53032

(920) 485-3040

Past Due Notice

**Your Automatic Payment Did Not
Transfer Due to Insufficient Funds
Therefore Please Make The Payme
Yourself**

Dear Customer,

Our records indicate the payment on your Loan (Account CLA-023208439001)
is now past due. Please remit your payment to us at once and include this
notice with your payment. The total amount due, including fees, is
\$1,663.25. If your payment has already been sent, please disregard this notice.

KYHKJG , LLC
2303 LOST DAUPHIN RD
DE PERE WI 54115-9165

Account:
Relationship:
Payment Date:
Payment Amount:
Late Fees Due:
Loan Fees Due:
Alternate Int:
Total Amount Due:
Loan Balance:
Rate:
Maturity Date:

HORICON BANK
326 EAST LAKE STREET
PO BOX 144
HORICON WI 53032

Past Due Notice

(920) 485-3040

Dear Customer,

Our records indicate the payment on your Loan (Account CLA-023208439002) is now past due. Please remit your payment to us at once and include this notice with your payment. The total amount due, including fees, is \$21.83. If your payment has already been sent, please disregard this notice.

KYHKJG , LLC
2303 LOST DAUPHIN RD
DE PERE WI 54115-9165

Account:
Relationship:
Payment Date:
Payment Amount:
Late Fees Due:
Loan Fees Due:
Alternate Int:
Total Amount Due:
Loan Balance:
Rate:
Maturity Date:

HORICON BANK
326 EAST LAKE STREET
PO BOX 144
HORICON WI 53032

(920) 485-3040

Dear Customer,

Payment on your loan (Account CLA-023208439001) is now 30 days past due.
Please remit your total payment, including fees, of \$1,748.25 to us at
once to avoid further collection efforts.

If you have any questions, or if you believe our records are in error,
please contact us at (920) 954-6565.

KYHKJG , LLC
2303 LOST DAUPHIN RD
DE PERE WI 54115-9165

30 Days Past Due Notice.

Your Automatic Payment Did Not
Transfer Due to Insufficient Funds
Therefore Please Make The Payment
Yourself .

Account:
Relationship:
Delinquent Date:
Payment Amount Due:
Late Fees Due:
Loan Fees Due:
Alternate Int:
Total Amount Due:
Loan Balance:
Rate:
Maturity Date:

HORICON BANK
326 EAST LAKE STREET
PO BOX 144
HORICON WI 53032
(920) 485-3040

Past Due Notice

**Your Automatic Payment Did Not
Transfer Due to Insuffient Fund:
Therefore Please Make The Paym
Yourself.**

Dear Customer,

Our records indicate the payment on your Loan (Account CLA-023208439001)
is now past due. Please remit your payment to us at once and include this
notice with your payment. The total amount due, including fees, is
\$1,914.75. If your payment has already been sent, please disregard this notice.

KYHKJG , LLC
2303 LOST DAUPHIN RD
DE PERE WI 54115-9165

Account:
Relationship:
Payment Date:
Payment Amount:
Late Fees Due:
Loan Fees Due:
Alternate Int:
Total Amount Due:
Loan Balance:
Rate:
Maturity Date:

J.P.Morgan

Tuesday, September 01, 2009

JPMorgan Chase Court Orders and Levies
P.O. Box 260164
LA2-2808
Baton Rouge, LA 70826

Customer Service Information

Telephone	866-578-7022
Fax	225-332-7274

KELLY DEN HEUVEL
2303 LOST DAUPHIN RD
DE PERE, WI 541159165

As required by federal or state law, we've placed a hold on your Chase account(s)

Dear KELLY DEN HEUVEL:

We recently received the enclosed Garnishment, which either enforces a judgment against you or secures a possible judgment in a lawsuit that's been filed against you. As a result, federal or state law required us to immediately place a hold on your Chase account(s). The total order amount is \$350,512.92.

Important: If you think we placed this hold on your account(s) by mistake, please call us at the telephone number above.

Here are additional details about the hold:

Received Date	Account Number Ending in	Amount of Hold
Tuesday, Sep 01, 2009	3697	\$76.25
Tuesday, Sep 01, 2009	3705	\$1,212.55
Tuesday, Sep 01, 2009	4543	\$51.02
Tuesday, Sep 01, 2009	4550	\$22.71

We know this situation is difficult because you can't access your money and the legal system is complicated. Although we're not permitted to give you legal advice, we've provided some information below to help you understand and resolve this issue.

Hold Amount

As a result of the hold, you can't withdraw the amount of the hold above from your account(s), in person, at an ATM or online. In addition, you can't use this money to pay outstanding checks or complete any other banking transactions, such as online payments or wire transfers. Please note: The hold amount may be less or greater than the amount that's currently in your Chase accounts.

Fees

You may need to adjust your account balance to reflect some fees that will result from the hold:

- We'll charge your account(s) a separate Legal Processing fee of \$100.00, which is different than the other fees below.
- Checks you've recently written from the account(s) above may be returned as unpaid. If this happens, your account(s) will be charged Overdraft or Insufficient Funds fees. If the remaining balance in your account(s), after we deduct the hold amount and Legal Processing fee, isn't enough to cover any other unpaid checks, your account(s) will be charged additional Insufficient Funds fees. We would like to help you avoid additional fees.

Legal Advice

If you need legal advice, you should consult your attorney. If you're unable to afford a private attorney, visit the Legal Services Corporation Web site at www.lsc.gov to determine where to go in your area for assistance.

Getting your money back

You may be able to get your money back. Federal and state laws protect certain money and other property, such as Social Security, Supplemental Social Security (SSI) and veterans benefits, from being used to pay most judgments or orders.

Depending on where you live, this protected money and other property also may include funds from public assistance (welfare), alimony or child support, unemployment benefits, disability benefits, public or private pensions and workers' compensation benefits. However, the protection generally doesn't extend to business accounts. If you think your funds may be protected, we recommend you immediately contact the judgment creditor's attorney.

Releasing the hold on your account(s)

We can only accept a written release of a Garnishment, and the release must be signed by the judgment creditor's attorney or the court. Generally, you're the only one who can ask the judgment creditor or the court to release your funds.

For more information about the hold release or to obtain a written release, please call the judgment creditor's attorney at **920-435-9378** or the court at the telephone number on the enclosed order. If you obtain a written release, please ask the attorney to fax it to us at the number above for the fastest service. Or, the attorney can mail the release to us at the address above.

We're required by law to hold the funds in your accounts until:

- We send the funds to the judgment creditor according to the court order terms; or
- The period of time we're required to hold your funds expires. If there's a **hold expiration date**, you'll see it on the enclosed Garnishment; we recommend you review the garnishment carefully.

We hope this information was helpful and you're able to resolve this difficult matter soon. Please call us at the telephone number above if you have any questions.

Sincerely,

Court Orders and Levies

Enclosure(s)

2009-08-31 18 13

>> 0488092/37895700 P 3/4
(27310) 434

STATE OF WISCONSIN, CIRCUIT COURT, BROWN

COUNTY

For Official Use

(Name and Address)

Creditor(s): Wisconsin Public Service Corporation

700 North Adams

Green Bay, WI 54307-9901

-VS-

Debtor(s): Kelly Van Den Heuvel Ronald H. Van Den Heuvel

2303 Lost Dauphin Rd. 2303 Lost Dauphin Rd.

De Pere, WI 54115 De Pere, WI 54115

and

Garnishee: Chase Bank

200 S. Adams St.

Green Bay, WI 54301

Garnishment
Summons and Complaint
for Non-Earnings
(Garnishment - 30302)

Case No. 09-CV-1050

AUTHENTIC COPY

F I - 1 - 3

AUG 31 2009

S. M. WILSON
C. C.
BROWN COUNTY, WI

TO THE GARNISHEE:

You are summoned as garnishee of the debtor(s). Within 20 days after you have been served with this summons and complaint, you are required to answer as described in §812.11 Wis. Stats. whether you are indebted to or have in your possession or under your control any property of the debtor(s). You must file the original of your answer with the Clerk of Circuit Court and serve a copy on the creditor's attorney or creditor.

If you fail to answer, judgment will be entered against you for the amount of the creditor's judgment against the debtor plus the costs of this action.

If you are indebted to the debtor for payment of the sale of agricultural products grown or produced by a person or his or her minor children, you are ordered to pay to the debtor the prescribed amount. You are ordered to retain from the balance the amount of the creditor's claim and disbursements, as stated in the annexed complaint pending the further order of the court.

Any excess indebtedness shall not be subject to the garnishment. If you have property belonging to the debtor and the amount of indebtedness retained is less than the amount claimed and disbursements, you are to retain the property pending the further order of the court. The amount retained by you for the creditor's disbursements may not exceed \$40.

Signature of the Clerk of Circuit Court/Attorney

S. M. WILSON

Date

8-31-09

CREDITOR'S CLAIM

THE CREDITOR STATES that a judgment, as described below, was entered in circuit court:

Name of Debtor(s) Kelly Van Den Heuvel [*] Ronald H. Van Den Heuvel	County (State of Wisconsin) Brown
Case Number 09-CV-1050	Date of Entry of Judgment June 10, 2009
	Amount of Judgment \$341,541.00

and that this summary provides the total amount due over and above all offsets.

Creditor's Claim \$341,541.00	Disbursements \$213.50	Interest \$8,758.42	Total Due on Creditor's Claim \$350,512.92
----------------------------------	---------------------------	------------------------	---

The creditor believes that the garnishee is indebted to or has control or possession over property of the debtor which is not exempt from execution.

Signature of Creditor/Attorney <i>Sam Patterson</i>	Date 8/28/09
Address 318 S. Washington St. Ste. 300 Green Bay, WI 54301	Attorney's Telephone Number 920-435-9378
	Attorney's State Bar Number 1019637

* spouse of Judgment debtor

STATE OF WISCONSIN, CIRCUIT COURT, <u>BROWN</u>		COUNTY	For Official Use
Creditor <u>Wisconsin Public Service Corporation</u> vs. Debtor <u>Ronald H. and Kelly Van Den Heuvel</u> and Garnishee: <u>Chase Bank</u>	Garnishee Answer for Non-Earnings Case No. <u>09-CV-1050</u>		

The garnishee states:

- 1 The garnishee ☐ does ☐ does not have control or possession of property belonging to the debtor
Description _____

Gross value of property \$ _____

Less exemption, if any, required by law. \$ _____

TOTAL AMOUNT SUBJECT TO GARNISHMENT \$ _____

- 2 The garnishee ☐ is ☐ is not indebted to the debtor for agricultural products grown or produced by the debtor or minor children.
Description _____

Gross amount owed \$ _____

Less exempt amount per §812.18(2m)(b), Wis. Stat. \$ _____

TOTAL AMOUNT SUBJECT TO GARNISHMENT \$ _____

3. The garnishee ☐ is ☐ is not indebted to the debtor for reasons other than the sale of agricultural products.
Description _____

Gross amount owed \$ _____

Less exemption, if any, required by law \$ _____

TOTAL AMOUNT SUBJECT TO GARNISHMENT \$ _____

4. The total amount of the indebtedness or property retained for the court is. \$ _____

Within the time period given in the summons:

- File the original with Clerk of Circuit Court at:

Prepared by:

Signature

Name and Title Printed or Typed

- Serve a copy on creditor's attorney or creditor

Date

Balance
over
as

KYHKJG, LLC
2303 LOST DAUPHIN RD.
DE PERE, WI 54115-9165

79-562/759
149761

1022

DATE 1/21/10

PAY TO THE ORDER OF Kerry Aakten

One Thousand 00/11/05

\$ 1,000.00


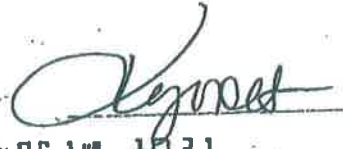
DOLLARS

HORICON BANK
Appleton, WI 54915
www.horiconbank.com

MEMO Back Wage

Kyork

⑆075905622⑆ ⑆4976⑆ 1022

KYHIKIG, LLC 2303 LOST DAUPHIN RD. DE PERE, WI 54115-9165		79-582/750 140761	1021
DATE <u>1/21/10</u>			
PAY TO THE ORDER OF <u>Julie Gumban</u>		\$ <u>5,000.00</u>	
<u>Five thousand 00/100</u>		DOLLARS	
 HORICON BANK Appleton, WI 54915 www.horiconbank.com			
MEMO <u>BACKWAGES</u>			
⑆075905622⑆		149 76 1 1021	

ServiceMaster Specialty Restoration Services
3201 Market Street
Green Bay, WI 54304

Invoice

Tax ID # 26-1777451

Date	Invoice #
1/24/2010	G 2627S SFU

Bill To	Job Site
Kelly Vandenhoevel 2303 Loft Dauphin Rd De Pere, WI 54115	Kelly Vandenhoevel 2303 Loft Dauphin Rd De Pere, WI 54115

Project Mgr.	P.O. No.	Terms	Due Date	Sales Rep	Project
		30 Days Net	2/23/2010	DC	8527 - Job -

Item	Quantity	Description	Rate	Amount
DR Residential - ...		DR Residential - Water Sales Tax	1,440.25 5.50%	1,440.25 0.00
			Total	\$1,440.25
A service charge of 1.5% interest per month (18% annual rate) will be assessed on all past due balances. Checks returned to us for nonpayment are subject to a \$30 service charge. Additional civil penalty may be imposed for nonpayment after 30 days.			Payments/Credits	\$-1,440.25
			Balance Due	\$0.00

2009/10/19 11:46

Print OK Cancel

Debit Acct Number: 000182374483119
Amount (USD): 1,700.00
Currency Type: USD
Currency Amount: 1,700.0000
Send Date: 10/19/2009
Receiver: 075905622
HORIZON BANK
HORIZON, WI
Beneficiary: KYHKJG, LLC
149761
Originator: TISSUE TECHNOLOGY LLC
182374483119

Customer Authorization:

I certify the routing information is complete and correct, and I acknowledge and agree that any wire transfer is subject to the rules set forth in the Bank's Your Deposit Terms and Conditions governing funds transfers.

Customer Signature: [Signature] Date: 10/19/09Issue State WI ID Type D.L. ID Number _____

Internal Bank Use Only ****

Branch No: 2051 Branch Name: GREEN BAY WEST Phone # (920) 425-5000

Branch Management Approval (if required) _____

Employee Submitting Wire (signature) [Signature]

If INPOC used, reason _____

Reference # _____

- ☐ The account was reviewed for restraints
☐ Collected balance reviewed
☐ Accessible balance sufficient to wire funds (screen print attached)

Telephone and Fax Requests Only :

Wire transfer requests via telephone or fax may only be accepted from known and existing customers. The employee accepting the request must document how the customer identity was verified (i.e., the customer's voice is recognized, the fax is sent on company letterhead and the signature on the request matches the signature card, the customer was able to verify account transaction history, etc.).

Describe how the customer is known: _____

Customer callback to confirm wire instructions: (Must be completed prior to initiating the wire by someone other than the employee initiating the wire.)

Confirmed with: _____ called by: _____

Branch management approval (required): _____



KYHKJG, LLC
2303 LOST DAUPHIN RD
DE PERE, WI 54115-9165

Below is the interest that has been paid for 2009 on your commercial loans. Please contact your tax consultant for deductibility.

	<u>Account Number</u>	<u>Interest Paid 2009</u>
KYHKJG, LLC	023208439002	\$2,805.54
KYHKJG, LLC	023208439001	\$16,477.35
Total For TIN #26-3604858		\$19,282.89



on the perforation and return the stub with your payment.

Please do not paper clip or staple your payment to the stub.

Statement Date: 05/12/2009

Thanks for your business! We're here to serve you...

For policy questions or service, contact:

Agent: Michael Thomson Agency, Inc.
Phone: (920) 465-1500
Email: mthomson@amfam.com

For billing questions, call:

1-800-692-6326, option 2
(1-800-MYAMFAM)
24 hours a day, 7 days a week

Summary of Amount Due by 05/18/2009

Previously Billed	\$84.41
Current Amount	\$94.41
Amount Due	\$178.82

To pay now, visit www.amfam.com or call 1-866-424-8002.

Please see the following page(s) for an itemized breakdown of the amount due and other important account/policy information.

Important Message:

You are a valued customer. We want to continue providing your coverage, but have not received the minimum amount due that was previously billed for the policy(ies) on this account. As a result, this statement includes that previously billed amount plus the current amount due.

What happens if a payment is not received?

If we do not receive a sufficient payment, coverage for the following past due policy(ies) will be subject to termination:

- 48XN-8997-02-73-CLBP-WI Businessowner Policy

Please see the following page(s) for additional account information.

Page 1 of 3

Itemized Bill Detail for Account Number: 012-243-752-80			
Billed Item Description	Policy Term Policy Status	Previously Billed	Current Amount
Policy: 48XN 8997-02-73-CLBP-WI Businessowner Policy	11/07/2008 to 11/07/2009 Active	\$75.41	\$82.41
Account Fee(s) Previously billed fee(s) that has not been paid		\$9.00	\$0.00
Administration Fee Charged for paying less than the account balance		\$0.00	\$2.00
Handling Fee Charged when a payment is not received by the due date		\$0.00	\$10.00
Totals		\$84.41	\$94.41
AMOUNT DUE: \$178.82			
Payment is due by 05/18/2009. To pay now, visit www.amfam.com or call 1-866-424-8002.			

----- If you wish to change or cancel your policy(ies), please contact your agent to avoid further charges. -----

Account Activity	
Balance as of 04/13/2009	\$494.46
• Administration Fee Charged on 05/12/2009	\$2.00
• Handling Fee Charged on 05/12/2009	\$10.00
Balance as of 05/12/2009	\$506.46

Fee Information
Administration Fee: A \$2.00 installment fee is charged when you pay less than the full account balance. To eliminate this fee, contact your agent to sign up for automatic payments, visit www.amfam.com to enroll in Online Billing or pay the full account balance.
Handling Fee: A \$10.00 late fee is charged when your payment is not received by the due date.
Returned Bank Item Fee: A \$25.00 fee is charged when your bank does not honor your check or electronic payment.

Please see the following page(s) for additional account information.

Page 2 of 3

The amount previously given is the interest and payments due for each of these loans through May 28, 2010.

The maturity date of November won't work. We would like these loans moved out or paid in full with 90 - 120 days. I would like to suggest that Steve Peters and William Bain check with their individual banks to do a debt consolidation. Paul P. had shared that Steve Peters was close to refinancing a mortgage that would pay his off. Any update on that? You mentioned you had \$15M in cash last week. Can we use this to address the overdrawn checking for Source of Solutions today?

Allen M. Schwab

EVP-Business Banking
HORICON BANK
105 E. Industrial Dr.
PO Box 557
Beaver Dam, WI 53916
The Natural Choice

920.887.8350
920.887.0224 fax

*Pd Cash
8/19/10
KYH KJG
Loan*

From: Ron Van Den Heuvel [mailto:ron.vdh@tissuetechnology.net]
Sent: Saturday, May 22, 2010 2:12 PM
To: Al Schwab
Subject: RE: Loans

Allen,

Thank you for the update.

Could you give the total loan balances by note as of May 28, 2010 also?

Other comments below in red.

Thank you,

Ron

Ron Van Den Heuvel
ron.vdh@tissuetechnology.net
(920) 347-3838 (Main)
(920) 347-3840 (Fax)

From: Al Schwab [mailto:AIS@Horiconbank.com]
Sent: Friday, May 21, 2010 4:07 PM
To: Ron Van Den Heuvel
Subject: Loans

Ron, Below are the loans and payments that would be due through Friday May 28, 2010

Source of Solutions Checking	\$13,853.88
Source of Solutions Loan	\$14,760.00
Kyhkg Loan #9002	1,649.38
RVDH Loan #9001	5,779.53
RVDH Loan #9002	292.50
William Bain Loan #9001	5,366.66

ServiceMaster Specialty Restoration Services
3201 Market Street
Green Bay, WI 54304

Invoice

Tax ID # 26-1777451

Date	Invoice #
1/24/2010	G 2627S SFU

Bill To	Job Site
Kelly Vandenhoevel 2303 Loft Dauphin Rd De Pere, WI 54115	Kelly Vandenhoevel 2303 Loft Dauphin Rd De Pere, WI 54115

Project Mgr.	P.O. No.	Terms	Due Date	Sales Rep	Project
		30 Days Net	2/23/2010	DC	8527 - Job -

Item	Quantity	Description	Rate	Amount
DR Residential - ...		DR Residential - Water Sales Tax	1,440.25 5.50%	1,440.25 0.00
			Total	\$1,440.25
A service charge of 1.5% interest per month (18% annual rate) will be assessed on all past due balances. Checks returned to us for nonpayment are subject to a \$30 service charge. Additional civil penalty may be imposed for nonpayment after 30 days.			Payments/Credits	\$-1,440.25
			Balance Due	\$0.00



September 14, 2011

To Whom It May Concern:

HORICON BANK

Re: Assignment of Leases and Rents

Dear Tenant:

Please be advised the Horicon Bank has a properly executed senior Assignment of Leases and Rents, from KYHKJG LLC for the property you are currently renting. This agreement gives Horicon Bank the right to collect rents and to apply them directly to our underlying mortgage loan with KYHKJG LLC.

As the bank would now like to exercise this right, we hereby provide you with notice that any and all future rents beginning October 1, 2011, that would have been paid to KYHKJG LLC should now be made payable to:

Horicon Bank
Attn: Tom Dunham
100 E. Midway Rd.
Appleton, WI 54915-7274

Horicon Bank will make sure that all lease payments received by us are properly credited. Please indicate your name and address with your payment.

We have enclosed postage paid envelopes for remitting the rent payments to us. Failure to pay rent, as indicated above, may result in eviction. No rents are payable to any other party, including but not limited to KYHKJG LLC.

Rent will remain due on the same date that is provided for in your lease agreement.

Should you have any questions or concerns, please do not hesitate to contact me at 920 954-6565.

Sincerely,

Thomas J. Dunham
Vice President

Enclosures



KYHKJG, LLC
2303 LOST DAUPHIN RD
DE PERE, WI 54115-9165

Below is the interest that has been paid for 2008 on your commercial loans. Please contact your tax consultant for deductibility.

	<u>Account Number</u>	<u>Interest Paid 2008</u>
KYHKJG, LLC	023208439001	\$1,302.08
KYHKJG, LLC	023208439002	\$198.78
Total For TIN #26-3604858		\$1,500.86

RVDH DEVELOPMENT CORPORATION
P.O. BOX 5515
DE PERE, WI 54115

DATE 10-21-11

PAY
TO THE
ORDER OF

Horicon Bank

One thousand Six hundred sixty five & no/100 \$ 1,665.00

CHASE

JPMorgan Chase Bank, N.A.
www.Chase.com

FOR

rent Jan Van Den Heuvel

[Signature]

⑈001054⑈ ⑆075000019⑆

966508640⑈

RVDH DEVELOPMENT CORPORATION
P.O. BOX 5515
DE PERE, WI 54115

DATE 11-8-11

PAY
TO THE
ORDER OF

Horicon Bank

\$ 166

One thousand six hundred sixty five & no/100ths

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com

FOR

⑈001059⑈ ⑆075000019⑆

966508640⑈

[Signature]

PURPOSE/REMITTER: RVDH



CASHIER'S CHECK

No. 2051504385

DATE: DECEMBER 07, 2011

PAY ONE THOUSAND SIX HUNDRED SIXTY FIVE DOLLARS AND 00 CENTS

TO THE
ORDER OF: HORICON BANK

Location: 2051 GREEN BAY WEST SIDE

U.S. Bank National Association
Minneapolis, MN 55480

NON NEGOTIABLE

AUTHORIZED SIGNATURE

HARLAND CLARKE 20746 (03/10) 10517283

THIS DOCUMENT CONTAINS A TRUE WATERMARK. HOLD TO LIGHT TO VIEW.

usbank CASHIER'S CHECK No. 2051504385

DATE: DECEMBER 07, 2011

PAY ONE THOUSAND SIX HUNDRED SIXTY FIVE DOLLARS AND 00 CENTS \$ 1,665.00

TO THE
ORDER OF: HORICON BANK

PURPOSE/REMITTER: RVDH

Location: 2051 GREEN BAY WEST SIDE

U.S. Bank National Association
Minneapolis, MN 55480

[Signature]
AUTHORIZED SIGNATURE



Keep this receipt as a record of your purchase.

FOR YOUR PROTECTION SAVE THIS COPY
CASHIER'S CHECK

Customer Copy

9062702712

01/04/2012

Wisconsin

Remitter RVDH DEVELOPMENT CORPORATION

\$ *****1,665.00 ***

Pay To The
Order Of

HORICON BANK

Drawer: JPMORGAN CHASE BANK, N.A.

NON NEGOTIABLE

TERMS

KEEP THIS COPY FOR YOUR RECORD OF THE TRANSACTION.
PLEASE CONTACT CHASE TO REPORT A LOSS OR FOR ANY OTHER INFORMATION ABOUT THIS ITEM.

282111107 NEW 01/08 8810004306

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



CASHIER'S CHECK

9062702712 25-3
440

Date 01/04/2012

Remitter RVDH DEVELOPMENT CORPORATION

Pay: ONE THOUSAND SIX HUNDRED SIXTY FIVE DOLLARS AND 00 CENTS

\$ *****1,665.00 ***

Pay To The
Order Of

HORICON BANK

Drawer: JPMORGAN CHASE BANK, N.A.

Michael Andrews

Senior Vice President
JPMorgan Chase Bank, N.A.
Columbus, OH



RVDH DEVELOPMENT CORPORATION

P.O. BOX 5515
DE PERE, WI 54115

108

12-1-75

PAY
TO THE
ORDER OF

Chase Bank

DATE 2/9/12

One thousand six hundred sixty five & no/100

\$ 1665.00
DOLLARS

CHASE

JPMorgan Chase Bank, N.A.
www.Chase.com

FOR

Cashier Check Horizon Bank

Paul Van Der Meer

⑆001080⑆

⑆075000019⑆

966508640⑆



Keep this receipt as a record of your purchase.

FOR YOUR PROTECTION SAVE THIS COPY
CASHIER'S CHECK

Customer Copy

9062702778

02/09/2012

Wisconsin

Remitter RVDH DEVELOPMENT CORPORTATION

Pay To The
Order Of

HORICON BANK

\$ *****1,66

Drawer: JPMORGAN CHASE BANK, N.A.

NON NEGOTIABLE

TERMS

KEEP THIS COPY FOR YOUR RECORD OF THE TRANSACTION.
PLEASE CONTACT CHASE TO REPORT A LOSS OR FOR ANY OTHER INFORMATION ABOUT THIS ITEM.



HORICON BANK
Member FDIC

Internet Banking www.horiconbank.com
Telephone Banking 1.888.714.4011 or 1.920.485.3080

Deposits may not be available for immediate withdrawal.

Account Number	Teller	Date	Time	Amount
----------------	--------	------	------	--------

rent

A#2 FEB 08 2012 11:05a \$1,665.00

CHASE

march

Keep this receipt as a record of your purchase.

FOR YOUR PROTECTION SAVE THIS COPY
CASHIER'S CHECK

Customer Copy

9062702872

03/14/2012

Wisconsin

Remitter RVDH DEVELOPMENT CORPORATION

\$ *****1,665.00 ***

Pay To The
Order Of

HORICON BANK

Drawer: JPMORGAN CHASE BANK, N.A.
NON NEGOTIABLE

TERMS
KEEP THIS COPY FOR YOUR RECORD OF THE TRANSACTION.
PLEASE CONTACT CHASE TO REPORT A LOSS OR FOR ANY OTHER INFORMATION ABOUT THIS ITEM.

282111107 NEW 01/08 8810004306

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CHASE

CASHIER'S CHECK

9062702872 263
440

Date 03/14/2012

Remitter RVDH DEVELOPMENT CORPORATION

Pay: ONE THOUSAND SIX HUNDRED SIXTY FIVE DOLLARS AND 00 CENTS

\$ *****1,665.00 ***

Pay To The
Order Of

HORICON BANK

Drawer: JPMORGAN CHASE BANK, N.A.

Michael Andrews

Senior Vice President
JPMorgan Chase Bank, N.A.
Columbus, OH





Keep this receipt as a record of your purchase.

April

FOR YOUR PROTECTION SAVE THIS COPY
CASHIER'S CHECK

Customer Copy

9062702873

03/14/2012

Wisconsin

Remitter RVDH DEVELOPMENT CORPORATION

\$ *****1,665.00 ***

Pay To The
Order Of HORICON BANK

Drawer: JPMORGAN CHASE BANK, N.A.
NON NEGOTIABLE

TERMS
KEEP THIS COPY FOR YOUR RECORD OF THE TRANSACTION.
PLEASE CONTACT CHASE TO REPORT A LOSS OR FOR ANY OTHER INFORMATION ABOUT THIS ITEM.

282111107 NEW 01/08 8810004308

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

9062702873 253
440

Date 03/14/2012

Remitter RVDH DEVELOPMENT CORPORATION

Pay: ONE THOUSAND SIX HUNDRED SIXTY FIVE DOLLARS AND 00 CENTS

\$ *****1,665.00 ***

Pay To The
Order Of HORICON BANK

Drawer: JPMORGAN CHASE BANK, N.A.

Michael Andrews

Senior Vice President
JPMorgan Chase Bank, N.A.
Columbus, OH



VANDE ZANDE & KAUFMAN, LLP
ATTORNEYS AT LAW

408 EAST MAIN STREET
POST OFFICE BOX 430
WAUPUN, WISCONSIN 53963-0430
(920) 324-2951
FACSIMILE (920) 324-2968

DANIEL L. VANDE ZANDE
COURT COMMISSIONER
dan@vklaw.us

CLARENCE VANDE ZANDE
1952-1999

SAM KAUFMAN
COURT COMMISSIONER
Sam@vklaw.us

October 7, 2011

Jan Van Den Heuvel
1520 Silver Maple Drive
DePere WI 54115

Re: 5 DAY NOTICE TO PAY OR VACATE
Rental Property: 1520 Silver Maple Drive, DePere, WI

Dear Ms. Van Den Heuvel:

Our office represents Horicon Bank, owner of the rental property located at 1520 Silver Maple Drive, DePere, WI. This letter is in regard to your delinquent rent payment for your rental of real property located at 1520 Silver Maple Drive, DePere, WI. Your rent amount of \$1,665.00 was due on October 1, 2011 and is now 7 days past due.

The law requires you to either pay the past due rent in the sum of \$1,665.00 or vacate the premises on or before five (5) days from date of receiving this notice.

Please consider this letter a (5) Five Day Notice pursuant to Section 704.17(1), Wis. Stats. Forward the delinquent rent payments owed, \$1,665.00, to Horicon Bank, attn. Thomas Dunham, 1821 Witzel Ave, Oshkosh, WI 54901 or my office listed at the address above.

Sincerely,

VANDE ZANDE & KAUFMAN, LLP


Sam Kaufman

SK/jkh

Ron Van Den Heuvel

From: Ron Van Den Heuvel
Sent: Sunday, April 18, 2010 6:10 PM
To: 'Robert Cera'
Subject: Horicon

Horicon/Rob Cera

Hi Rob:

A note before I head out to Arizona tomorrow in the early a.m. fo

Let me know if you want the owners of Horicon Bank and its Presi
stalking horse go between. Until you say otherwise, I will sit on th

I believe this can be purchased on the QT.

Ron

Ron Van Den Heuvel
ron.vdh@tissuetechnology.net
(920) 347-3838 (Main)
(920) 347-3840 (Fax)

*Switch
Conf B
Messer*

sa

Horicon Branch Sale Start File

920 - 486 - 7337

Fred S. Schwentzeger

485 - 3040

75% Owner Horicon

AL Schwabe

President

Rob

Let me know if you want
the owners of Horicon Bank
& its Presidents contact info.

I suggest using me as a stacking
house to between 11/11/17 you are

otherwise it was on the
info and not directly with
anyone else.

I believe this can be
purchased on the QT,

Ron

• November 13th - 2012

Kelly Judgement \$111,653.61

• Confirmed Sale August 31-2011

Sale was \$339,008.57 to Horco

Appraisal 360,000.00

Issuance of Writ of Assistance

Confirmed Judge Bischof Sept 23rd
2011

• Complaint - Money Judgement

January 12th 2012

Amount \$341,448.27

Notar A 265,221.58

Notar B 76,226.69

Total 341,448.27

Ron Van Den Heuvel

From: Ron Van Den Heuvel
Sent: Friday, March 08, 2013 6:32 AM
To: John Petitjean (JPetitjean@hspwlaw.com)
Subject: Follow up to Ron's VM last night
Attachments: kelly horicon court commissioner001.pdf

John,

Kelly got served yesterday by Horicon.

Ron doesn't understand how Horicon can keep doing this after taking \$250,000 in cash plus forklifts, etc and it doesn't appear Horicon is owed anything.

Can you get this removed or explain what is going on-Kelly is very upset obviously?

Ron is travelling to China today (paid for by our partners) and will be back Wednesday.

If you have any questions, call here and I can tell you what I know.

Otherwise, please send any updates and we can get it to Ron.

Regards,

Phil

Ron Van Den Heuvel
rvdh@greenboxna.com
Direct Line: (920)347-3643
Fax: (920)-347-3840
Cell: (920)-217-7234
2077-A Lawrence Drive
De Pere, WI 54115

MORTGAGE

This instrument was drafted
by and to be returned to:

Atty. C. David Stellpflug
Stellpflug Law, S.C.
P.O. Box 5637
De Pere, WI 54115

Parcel I.D. No.: WD-1164

*Did Not
Happen*

*Space above this line reserved for recording
data*

This is non-homestead property as to Mortgagor.

This Mortgage is executed this _____ day of November, 2008, by KYHKJG, LLC, a Wisconsin limited liability company, having an address of 1555 Glory Road, Green Bay, WI 54304, hereinafter called the "Mortgagor", to **CHRISTOPHER J. HARTWIG**, having an address of 500 Hart Court, Little Chute, WI 54140, hereinafter called the "Mortgagee".

Witnesseth, that for good and valuable consideration, to secure the obligations ("Obligations") of Ronald H. Van Den Heuvel ("RVDH"), spouse of Kelly Y. Van Den Heuvel, sole member of KYHKJG, LLC, and affiliated entities, to Mortgagee as described in that certain letter agreement ("Forbearance Agreement") entered into by and between RVDH, entities affiliated with RVDH, and Mortgagee dated April 25, 2006, as amended from time to time, including any amounts adjudicated to be due pursuant thereto (including obligations as of October 1, 2008 of \$5,300,000), and all other sums loaned or advanced from time to time to or on account of RVDH, Tissue Technology, LLC and/or Mortgagor, and all other obligations of RVDH and/or Mortgagor to Mortgagee (collectively, the "Obligations"), 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, Mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the Mortgagee, his successors and/or assigns, 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 structures, improvements and fixtures located thereon, in Brown County, State of Wisconsin ("Property"):

All of Mortgagor's interest in and to:

LOT 35, PLAT OF HONEYSUCKLE ACRES SECOND ADDITION, IN THE
CITY OF DE PERE, WEST SIDE OF FOX RIVER, BROWN COUNTY,
WISCONSIN.

Commonly known property address: 1520 Silver Maple Drive, DePere, WI

This Mortgage shall constitute a non-recourse guaranty by the Mortgagor of the Obligations.

1. MORTGAGOR'S COVENANTS.

a. **Covenants of Title.** Mortgagor warrants title to the Property, except restrictions and Easements of record, if any, and further excepting Mortgage to Horicon Bank in the sum of \$320,000.00.

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 assessment levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

d. **Insurance.** Mortgagor shall keep the improvements on the Property insured against a loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, without co-insurance, through insurers approved by Mortgagee, in the amount of the full replacement value of the improvements on the Property. Mortgagor shall pay the insurance premiums when due. The policies shall contain the standard mortgage clause in favor of Mortgagee, and evidence of all policies covering the Property shall be, provided to Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee 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 Obligations 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 Obligations 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 attorneys' 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.** 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 provisions of Section 846.101, Wis. Stats., as the same may be amended or renumbered from time to time, permitting Mortgagee, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres 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 foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagor agrees to the provisions of Section 846.103, Wis. Stats, and as the same may be amended or renumbered from time to time, permitting Mortgagee, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

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 Obligations 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 Obligations 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

* Bring into office Katie's
computer and have Jim Pixel
clean out and update

ECO

10th Qtr March \Rightarrow

Fed 941 = \$ 1,107.28

2nd Qtr

Fed 941 = \$ 6,765.70

PRINT in BLACK ink

Enter the name of the county in which this case was filed.

STATE OF WISCONSIN, CIRCUIT COURT,
BROWN

COUNTY

For Official Use

Enter the Plaintiff's name.

Plaintiff(s): Restoration Holdings, Inc.
3201 Market St.
Green Bay, WI 54304

-vs.-

Enter the Defendant's name.

Defendant(s): Kelly Van Den Heuvel
2303 Lost Dauphin Rd.
De Pere, WI 54115

Enter the case number.

Stipulation and Order
for Dismissal
(Non-Eviction)

Case No. 10 SC 4267

For 1, check either A or B.

If 1A, enter the amount and explain the payment agreement between the parties. Include payment amount(s) and due date(s).

NOTE: If there is additional information about the agreement, check the box and attach the additional pages to this document. Be specific.

Enter the grace period (number of days) for payment and the amount the parties agree may be entered as a judgment if the defendant misses a payment.

STIPULATION

The parties who have signed this stipulation agree that this case shall be dismissed as follows:

1. Payment Agreement:

- A. ☒ The defendant(s) shall pay the plaintiff(s) the amount of \$ 478.68 in full settlement of this case in the following manner:

Def paid full amount in cash
at Plaintiff's address.

☐ See attached for additional information.

If the defendant(s) misses any scheduled payment by more than _____ days, the plaintiff(s) may file an Affidavit of Noncompliance and Order for Money Judgment (Non-Eviction)(SC-5420V) without notifying the defendant(s), and ask the court to vacate the dismissal and enter judgment against the defendant(s) in the amount of \$ _____, plus costs and disbursements, minus any payments made.

- B. ☐ No payment agreements have been made.

MEMO

RE: KELLY SMALL CLAIMS DISMISSAL
DATE: AUG 9, 2010
FROM: TY

I went and paid off the Plaintiff in Kelly's Small Claims matter, and got them to sign a Stipulation and Order for Dismissal, which I faxed to the Courthouse. Upon payment, they gave me a Christmas Tree Stand, which they said belonged to you. How they got hold of it, I don't know. Its in the back by the Bank boxes now.

Attached:

- 1. Stipulation and Order for Dismissal**
- 2. Receipt for Payment**

Tissue Technology, LLC
2077B Lawrence Drive
De Pere, WI 54115
Phone: 920-347-3838
Fax: 920-347-3840

Tissue Technology, LLC

Fax

To:	Brown County Clerk of Courts	From:	Kelly Van Den Heuvel
Fax:	920-448-4156	Pages:	3 (inc cover)
Phone:		Date:	August 9, 2010
Re:	10 SC 4267	CC:	

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

Dear Clerk,

The Plaintiff has been fully satisfied in the small claim 10SC4267.

Attached is a Stipulation and Order for Dismissal signed by both parties.

Thanks,

TTL

PRINT in BLACK ink

Enter the name of the county in which this case was filed.	STATE OF WISCONSIN, CIRCUIT COURT, <u>Brown</u> COUNTY	For Official Use
Enter the Plaintiff's name.	Plaintiff(s): <u>Restoration Holdings, Inc.</u> <u>3201 Market St.</u> -vs.- <u>Green Bay, WI 54304</u>	
Enter the Defendant's name.	Defendant(s): <u>Kelly Van Den Heuvel</u> <u>2303 Lost Dauphin Rd.</u> <u>De Pere, WI 54115</u>	
Enter the case number.	Case No. <u>10 SC 4267</u>	

**Stipulation and Order
for Dismissal
(Non-Eviction)**

STIPULATION

The parties who have signed this stipulation agree that this case shall be dismissed as follows:

For 1, check either A or B.

If 1A, enter the amount and explain the payment agreement between the parties. Include payment amount(s) and due date(s).

NOTE: If there is additional information about the agreement, check the box and attach the additional pages to this document. Be specific.

Enter the grace period (number of days) for payment and the amount the parties agree may be entered as a judgment if the defendant misses a payment.

For 2, check either A or B.

If 2A, describe the agreement reached between the two parties.

NOTE: If there is additional information about the agreement, check the box and attach the additional pages to this document:

1. Payment Agreement:

- A. ☒ The defendant(s) shall pay the plaintiff(s) the amount of \$ 478.68 in full settlement of this case in the following manner:

Def paid full amount in cash
at Plaintiff's address.

☐ See attached for additional information.

If the defendant(s) misses any scheduled payment by more than _____ days, the plaintiff(s) may file an Affidavit of Noncompliance and Order for Money Judgment (Non-Eviction)(SC-5420V) without notifying the defendant(s), and ask the court to vacate the dismissal and enter judgment against the defendant(s) in the amount of \$ _____, plus costs and disbursements, minus any payments made.

- B. ☐ No payment agreements have been made.

2. Other Agreement:

- A. ☐ We have made the following other agreements: _____

☐ See attached for additional information.

If either party does not or cannot comply with the terms of this agreement, either party may file an Affidavit of Noncompliance and Order for Hearing (Non-Eviction) (SC-5410V).

- B. ☐ No other agreements have been made.

Have the Plaintiff sign
and print his/her name.

Enter the date on which
the plaintiff signed his/her
name.

Note: This signature does
not need to be notarized.

Julie Karonowich
Plaintiff Signature

Julie Karonowich
Print or Type Name

8-9-10
Date

Kelly VanDun
Defendant Signature

TCW

Have the Defendant
sign and print his/her
name.

Enter the date on
which the defendant
signed his/her name.

Note: This signature
does not need to be
notarized.

Print or Type Name

Date

THE COURT ORDERS:

Subject to the above agreement, this case is dismissed.

For Court Use Only

Circuit Court Judge/Court Commissioner

Print or Type Name

Date

COPIES: Make one copy for each party. Bring the original and the copies to the clerk of court.

cc Kelly

VANDE ZANDE & KAUFMAN, LLP
ATTORNEYS AT LAW

408 EAST MAIN STREET
POST OFFICE BOX 436
WAUPUN, WISCONSIN 53983-0430
(920) 324-2951
FACSIMILE (920) 324-2968

SAM KAUFMAN
COURT COMMISSIONER
sam@vklaw.us

DANIEL L. VANDE ZANDE
COURT COMMISSIONER
dan@vklaw.us

CLARENCE VANDE ZANDE
1952-1999.

May 22, 2012

Attorney John Petitjean
Hinkfuss, Sickel, Petitjean & Wieting
125 S. Jefferson Street
Green Bay, WI 54305-1626

COPY

Re: Horicon Bank v. Kelly Y. Vanden Heuvel
Case No. 12 CV 505

Dear Attorney Petitjean:

Enclosed is an authenticated copy of our Amended Summons and Complaint regarding the above matter.

Sincerely,

VANDE ZANDE & KAUFMAN, LLP

Sam Kaufman

SK/jkh
Enclosure

STATE OF WISCONSIN
HORICON BANK,

Plaintiff,

-v-

KELLY Y. VANDEN HEUVEL,
Defendant.

CIRCUIT COURT

BROWN COUNTY

Case No: 12 CV 505

Case Code: 30301

Case Type: money judgment
JUDGMENT AUTHENTICATED COPY
FILED

MAY 17 2012

AMENDED SUMMONS

JASON B. BECK
CLERK OF COURTS
BROWN COUNTY, WI

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

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

Within 20 days of receiving this summons (45 days if you are the State of Wisconsin/60 days if you are the United States of America), you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is Clerk of Circuit Court, 210 W. Center Street, Juneau, Wisconsin 53039, and to the Plaintiff's attorney, whose address is Sam Kaufman, Vande Zande & Kaufman, LLP, 408 E. Main Street, Waupun, Wisconsin 53963. You may have an attorney help or represent you.

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

Dated this 14 day of May, 2012.

VANDE ZANDE & KAUFMAN, LLP
Attorneys for Plaintiff


Sam Kaufman
Bar No. 1023976

408 E. Main Street
Waupun, WI 53963
(920) 324-2951

STATE OF WISCONSIN

CIRCUIT COURT

BROWN COUNTY

HORICON BANK,

Plaintiff,

Case No: 12 CV 505

Case Code: 30301

Case Type: money judgment

AUTHENTICATED COPY
FILED

-v-

KELLY Y. VANDEN HEUVEL,

Defendant.

MAY 17 2012

AMENDED COMPLAINT

JASON B. BECK
CLERK OF COURTS
BROWN COUNTY, WI

The above named plaintiff appearing by it's attorney, Vande Zande & Kaufman, LLP, by

Attorney Sam Kaufman, asserts the following amended complaint against the above named defendant:

1. The plaintiff is a lending institution with it's principal office located in Horicon, WI.
2. The defendant is an adult resident of the State of Wisconsin residing in De Pere, WI.

CAUSE OF ACTION
MONEY JUDGMENT

3. That the plaintiff is the current owner and holder of two notes executed by a Wisconsin limited liability corporation known as KYHKJG, LLC., attached as exhibits A & B. That repayment terms were as follows: Loan A: dated, November 7, 2008 - 35 equal installments of \$1,665.00 beginning December 7, 2008 and one final payment on November 7, 2011; Loan B: dated January 31, 2010 - Single payment note due and payable on April 30, 2010.
4. That the entity, KYHKJG, LLC, defaulted in the repayment terms of each of the subject notes. To secure the subject note the entity, KYHKJG, LLC, conveyed to plaintiff a mortgage interest in real property located in De Pere, WI.
5. As additional collateral for the subject notes, the defendant, Kelly Vanden Heuvel, duly executed and conveyed to the plaintiff a Continuing Guaranty personally guaranteeing the subject debts extended by the plaintiff to the entity, KYHKJG, LLC.

STATE OF WISCONSIN

CIRCUIT COURT

DODGE COUNTY

HORICON BANK
326 East Lake Street
Horicon, WI 53032,

Plaintiff,

-v-

KELLY Y. VANDEN HEUVEL
2303 Lost Dauphin Road
DePere, WI 54115,

Defendant.

FILED
IN THE CIRCUIT COURT

JAN 13 2012

Dodge County WI
Lynn M. Hon
Clerk of Courts

Case No: 12CV40
Case Code: 30301
Case Type: money judgment

COMPLAINT

The above named plaintiff appearing by it's attorney, Vande Zande & Kaufman, LLP, by Attorney Sam Kaufman, asserts the following causes of action against the above named defendant:

1. The plaintiff is a lending institution with it's principal office located in Horicon, WI.
2. The defendant is an adult resident of the State of Wisconsin residing in De Pere, WI.

CAUSE OF ACTION
MONEY JUDGMENT

3. That the plaintiff is the current owner and holder of two notes executed by a Wisconsin limited liability corporation known as KYHKJG, LLC., attached as exhibits A & B. That repayment terms were as follows: Loan A: dated, November 7, 2008 - 35 equal installments of \$1,665.00 beginning December 7, 2008 and one final payment on November 7, 2011; Loan B: dated January 31, 2010 - Single payment note due and payable on April 30, 2010.
4. At all material times the contractual payments were due and payable from the entity, KYHKJG, LLC, to the plaintiff, Horicon Bank, at its principal office located at 326 E. Lake Street, Horicon, Dodge County, Wisconsin.

5. That the entity, KYHKJG, LLC, breached the contractual terms of repayment of each of the subject notes by failing to make the required payments to the plaintiff as contractually agreed.
6. As additional collateral for the subject notes, the defendant, Kelly Vanden Heuvel, duly executed and conveyed to the plaintiff a Continuing Guaranty personally guaranteeing payment of the subject debts extended by the plaintiff to the entity, KYHKJG, LLC.
7. Based upon the breach in the repayment terms of the subject notes by the entity, KYHKJG, LLC., the defendant, Kelly Y. Vanden Heuvel, is personally liable for the outstanding balance owed to the plaintiff.
8. As of January 10, 2012 the amount due and owing to the plaintiff upon the subject notes are as follows: Loan A - \$265,221.58 and Loan B - \$76,226.69
9. That plaintiff is entitled to the entry of a money judgment in favor of plaintiff and against the defendant, Kelly Y. Vanden Heuvel, in the total sum of \$341,448.27, plus accrued interest.

WHEREFORE, the plaintiff demands judgment be entered in favor of plaintiff and against the defendant, Kelly Y. Vanden Heuvel, as follows:

1. For a money judgment in the sum of \$341,448.27, plus interest;
2. For reasonable attorney's fees, costs and disbursements;
3. For such other and further order and relief as may be just and equitable.

Dated this 10 day of January, 2012.

408 E. Main Street
Waupun, WI 53963
920-324-2951

VANDE ZANDE & KAUFMAN, LLP
Attorney for Plaintiff, Horicon Bank


Safa-Kaufman
State Bar No. 1023976

#2 Damages (20K)

STATE OF WISCONSIN

CIRCUIT COURT

BROWN COUNTY

HORICON BANK,

Plaintiff

vs.

Case No. 12 CV 505

KELLY Y. VANDEN HEUVEL

Defendant.

do you
want to
go over
these &
do you
want
them
signed
yet

NOTICE AND MOTION FOR RELIEF FROM JUDGMENT

To: Horicon Bank
c/o Attorney Sam Kaufman
408 East Main Street
PO Box 430
Waupun, WI 53983-0430

1 PLEASE TAKE NOTICE that Defendant, Kelly Y. Vanden Heuvel, moves the court pursuant to Wis. Stat. § 906.07 for relief from the operation of the court's judgment, dated November 13, 2012.

2. This motion will be heard at a time, date, and place to be set by the court.

3. The grounds for this motion are:

- a. Fraud, misrepresentation and/or misconduct of Plaintiff, Horicon Bank;
b. Judgment amount was satisfied by Plaintiff's Sheriff Sale bid of \$339,008.57 in Brown County Case No. 10 CV 2487;
- c. The judgment is not equitable;
- d. Full satisfaction of debts in Brown County Case No. 10 CV 2487;
- e. Other reasons justifying release, including double payment.

Dated this 11 day of February, 2013.

HINKFUSS, SICKEL, PETITJEAN & WIETING
Attorneys at Law

PO ADDRESS:
PO Box 1626
Green Bay, WI 54305-1626
Ph (920) 432-7716
Fax (920) 432-4446

John R. Petitjean
Attorney for the Defendant
State Bar No. 1010125

8. That if the judgment is not reopened, the Bank will benefit from its misrepresentations to the Court and be paid twice on the same debts.

Kelly Y. Vanden Heuvel

Subscribed and sworn to before me
this ____ day of February, 2013.

John R. Pettit
Notary Public, Brown County, Wisconsin
My commission is permanent.

FACT SUMMARY TO AFFIDAVIT OF KELLY Y. VANDEN HEUVEL

The Plaintiff, Horicon Bank, stated a foreclosure against KYHKJG, LLC and Kelly Y. Vanden Heuvel in September of 2010 as Brown County case number 10 CV 2487. The Limited Liability Company was solely owned by Kelly Y. Vanden Heuvel.

The LLC owned a parcel of real estate located at 1520 Silver Maple Drive, De Pere, Wisconsin. The real estate was subject to two (2) mortgages which acted as security for two (2) loans to Horicon Bank.

The Notes were described in the foreclosure complaint as follows, copies of which are attached:

- A. Business Note, dated December 7, 2008, in the amount of \$250,000.00;
- B. Business Note, dated January 31, 2009, in the amount of \$70,000.00.

The mortgages were recorded in the Register of Deeds for Brown County as follow, copies of which are attached:

- A. Recorded November 12, 2008, Document Number 2392779, in the amount of \$250,000.00;
- B. Recorded November 12, 2008, Document Number 2392783, in the amount of \$70,000.00.

The Complaint and Amended Complaint, in paragraph 13, indicated the foreclosure was without deficiency in accordance with Wis. Stat. § 846.101.

On April 7, 2011, Judge Bischel signed a foreclosure judgment indicating the balance owed on both Notes totaled \$325,946.37.

The Sheriff sale was held and Horicon Bank was the successful bidder with a bid of \$339,008.57.

On September 9, 2011, the Bank filed a Motion to Confirm Sheriff Sale indicating that the debts to the Bank totaled \$339,008.57 which was equal to its bid of \$339,008.57. A copy of which is attached.

A hearing was held on September 23, 2011, whereby Judge Bischel confirmed the sale and did not grant a deficiency judgment, a copy of the Order Confirming Sale is attached.

Horicon Bank then filed this action against Kelly Y. Vanden Heuvel on the before mentioned Notes for \$341,448.27. The Bank later amended its Complaint to seek a money judgment in the amount of \$157,588.84 on May 14, 2012.

Horicon Bank continued to allege that they were owed over \$100,000.00 by Kelly Y. Vanden Heuvel despite the fact that the bid at the Sheriff sale satisfied the obligations in full.

STATE OF WISCONSIN
HORICON BANK,

Plaintiff,

CIRCUIT COURT

BROWN COUNTY

Case No: 10 CV 2487
Case Code: 30404
Case Type: Foreclosure of Mortgage

-v-

KYHKJG, LLC, et. al.,

Defendants.

AMENDED NOTICE OF MOTION AND MOTION TO CONFIRM SHERIFF'S SALE

TAKE NOTICE that the property located at 1520 Silver Maple Drive, DePere, WI, as described in the judgment of foreclosure granted on April 7, 2011, was sold at public auction pursuant to judgment, upon due notice as required by law, under the direction of the Sheriff on August 31, 2011.

That said property was sold to Horicon Bank the highest bidder therefore for the sum of \$339,008.57. That the amount due on plaintiff's judgment at the time of sale, including interest, is \$339,008.57.

TAKE FURTHER NOTICE that the plaintiff will apply to the Circuit Court of Brown County, Wisconsin before the Honorable Sue E. Bischof in her Courtroom, in the Brown County Courthouse, located at 100 S. Jefferson Street, City of Green Bay, Wisconsin, on the 23rd day of September, 2011 at 1:30 o'clock P.m.

1. For an Order confirming said sale and Sheriff's Report of sale on file herein;
2. For an Order requiring the Clerk of the Court to deliver the Sheriff's Deed to the buyer, Horicon Bank;
3. For issuance of a Writ of Assistance.

Dated this 17th day of September, 2011.

VANDE ZANDE & KAUFMAN, LLP
Attorneys for the Plaintiff

By: 

Sam Kaufman
State Bar No. 1023976

POST OFFICE ADDRESS:
408 East Main Street
PO Box 430
Waupun WI 53963-0430
TELEPHONE: (920) 324-2951

STATE OF WISCONSIN

CIRCUIT COURT

BROWN COUNTY

HORICON BANK,

Plaintiff,

Case No: 10 CV 2487

Case Code: 30404

Case Type: Foreclosure of Mortgage

-v-

KYHKJG, LLC, et. al.,

Defendants.

**ORDER CONFIRMING SHERIFF'S SALE AND
ISSUANCE OF WRIT OF ASSISTANCE**

On reading and filing the report of the Sheriff of Brown County, Wisconsin, appointed under the judgment entered in the above entitled action, to make sale of the property described in the Complaint in this action, and it appearing by due proof that due notice of the motion to confirm said report and sale has been given to all parties who have appeared in this action; and it appearing that said Sheriff in making said sales has in all things complied with the judgment heretofore entered in this case, and the statutes in such case made and provided, and said matter having been heard on the 23rd day of September, 2011;

NOW, THEREFORE, on motion of Sam Kaufman, attorney for plaintiff, IT IS ORDERED:

1. That the sale of the mortgaged property involved in the above entitled action to Horicon Bank for the sum of \$339,008.57 and the Sheriff's Report of such sale as filed herein be, and the same is, hereby in all things approved and confirmed.
2. That the Clerk of Circuit Court is hereby directed to forward the executed Sheriff's Deed and Transfer Return Form to Horicon Bank, c/o Attorney Sam Kaufman, 408 E. Main Street, P.O. Box 430, Waupun WI 53963-0430.
3. That the plaintiff, Horicon Bank, shall be granted issuance of a Writ of Assistance.

Dated this _____ day of _____, 2011.

BY THE COURT:

**Honorable Sue E. Bischof
Circuit Court Judge
Brown County, Wisconsin**

STATE OF WISCONSIN
HORICON BANK,

CIRCUIT COURT

BROWN COUNTY

Plaintiff,

Case No: 10 CV 2487

Case Code: 30404

Case Type: Foreclosure of Mortgage

-v-

KYHKJG, LLC, et. al.,

Defendants.

AFFIDAVIT IN SUPPORT OF MOTION TO CONFIRM SALE

STATE OF WISCONSIN)
) ss.
FOND DU LAC COUNTY)

Sam Kaufman, being first duly sworn on oath deposes and says:

1. I am the attorney of record for the plaintiff herein.
2. A judgment of foreclosure was entered in the above matter on April 7, 2011. On August 31, 2011, the subject property was sold at sheriff sale to the plaintiff, Horicon Bank, for the sum of \$339,008.57. The amount due to plaintiff as of sale date is \$339,008.57.
3. That plaintiff was the only bidder at the sheriff sale on August 31, 2011.
4. That the bid amount of \$339,008.57 was not grossly inadequate and represents a fair value. That the fair market value based upon the attached August 26, 2011 Residential Appraisal Report is \$360,000.00. That the bid amount represents 94% of the property value.
5. That the plaintiff through its agents continue to maintain personal property in the subject home and a writ is necessary for the removal of the plaintiff from the control of the property.
6. That this affidavit is made in support of plaintiff's motion to confirm sale and issuance of writ of assistance.

By: _____

Sam Kaufman

Subscribed and sworn to before me
this 1 day of September, 2011.


Notary Public, State of Wisconsin
My commission expires: 7/16/14



STATE OF WISCONSIN
HORICON BANK,

CIRCUIT COURT

BROWN COUNTY

Plaintiff,

Case No: 10 CV 2487

Case Code: 30404

Case Type: Foreclosure of Mortgage

-v-

KYHKJG, LLC, et. al.,

Defendants.

WRIT OF ASSISTANCE

**THE STATE OF WISCONSIN,
TO THE SHERIFF OF BROWN COUNTY, WISCONSIN:**


It appears to the Circuit Court in and for the County of Brown that an Order Confirming Sheriff Sale of real property located at 1520 Silver Maple Drive, DePere, WI to the plaintiff, Horicon State Bank was entered on August 4, 2011. That the Court further ordered the issuance of a Writ of Assistance for the removal of the defendants and its personal property from the subject real property.

Based upon said Order, YOU ARE HEREBY COMMANDED, without delay to enter into the following described premises located at 1520 Silver Maple Drive, DePere, WI, which is the premises to which plaintiff is entitled to immediate possession of by virtue of the Order entered on _____, 2011, and that you eject and remove therefrom the defendants and its personal property, and that you put plaintiff, or their assigns, in the full, quiet and peaceable possession of the premises, without delay, and in accordance with the tenor and intent of the Order.

Dated this _____ day of _____, 2011.

BY THE COURT:

Sue E. Dischel
Circuit Court Judge
Brown County, Wisconsin

search calendar pay fees online reports help view cart (0 items)			
Horicon Bank vs. KYHKJG LLC Brown County Case Number 2010CV002487 Court Record Events			Printable Version (PDF)
			What is RSS? 
	Date	Event	<div> <div>Court Official</div> <div>Court Reporter</div> </div>
1	09-08-2010	Summons and complaint	<div>para 13 complaint</div> <div>\$846.101 no deficiency</div>
2	09-08-2010	Filing Fee paid Amount \$ 265.50 Additional Text: 10R 038692	
3	09-08-2010	Notice of motion, motion Additional Text: for Appointment of Receiver	
4	09-15-2010	Amended summons and complaint Change of address notification Event Party United States of America Internal Revenue Service Additional Text: ADDRESS INFO for United States of America Internal Revenue Service Current: 10th & Constitutional Avenue NW, c/o Attorney General, Washington, DC 20530 United States (Effective: 09-15-2010) Prior: 517 E Wisconsin Ave Ste 530, c/o United States Attorney, Milwaukee, WI 53202 United States	<div>para 13 complaint</div> <div>\$846.101 no deficiency</div>
5	09-15-2010	Change of address notification Event Party United States of America Internal Revenue Service Additional Text: ADDRESS INFO for United States of America Internal Revenue Service Current: 10th & Constitutional Avenue NW, c/o Attorney General, Washington, DC 20530 United States (Effective: 09-15-2010) Prior: 517 E Wisconsin Ave Ste 530, c/o United States Attorney, Milwaukee, WI 53202 United States	
6	09-17-2010	Certified copy of Us pendens	
7	09-29-2010	Affidavit of mailing	
8	10-01-2010	Notice of Appearance Additional Text: answer and Demand for Surplus	
9	10-01-2010	Affidavit of service Additional Text: on Christopher J Hartwig	
10	10-05-2010	Affidavit Additional Text: of Non Service	
11	10-06-2010	Affidavit of service Additional Text: on United States of America	
12	10-18-2010	Answer Additional Text: of Defendant KYHKJG, LLC	
13	10-21-2010	Proof of publication	

14	11-29-2010	Notice of hearing Additional Text: Telephone scheduling conference on December 15, 2010 at 03:30 pm.		
15	11-30-2010	Notice of Appearance Additional Text: and Claim for Surplus		
16	12-15-2010	Telephone scheduling conference	Bischel, Sue E.	Pedretti, Jessie
17	12-15-2010	Order Additional Text: Summary Judgment Briefing Format: Summary Judgment brief filed by January 17, 2011, Reponse brief due February 1, 2011 and Reply due February 11, 2011. Written Decision to be issued within 60 days of final submission.	Bischel, Sue E.	
18	01-14-2011	Notice of motion, motion Additional Text: for Summary Judgment and Appointment of Receiver		
19	01-14-2011	Affidavit in support of motion Additional Text: for Summary Judgment		
20	01-14-2011	Affidavit in support of motion Additional Text: for Summary Judgment and Appointment of Receiver		
21	01-14-2011	Memorandum of law Additional Text: in Support of motion for Summary Judgment and Appointment of Receiver		
22	02-02-2011	Affidavit Additional Text: of Defendant Kelly Y Van Ded Heuvel in opposition to plaintiffs Motion for Summary Judgment		
23	02-23-2011	Affidavit of mailing		
24	02-23-2011	Affidavit Additional Text: of Attorney TY Willingham in Support of Defendant KYHKJG's Amended Answer and Counterclaims		
25	02-23-2011	Amended Additional Text: Answer and Counterclaim		
26	04-07-2011	Order Additional Text: Granting Summary Judgment and Dismissal of counterclaim	Bischel, Sue E.	
27	04-07-2011	Findings of facts/conclusions of law	Bischel, Sue E.	
28	04-07-2011	Judgment \$325,916.37	Bischel, Sue E.	Total amount owed on both notes.
29	04-07-2011	Default judgment	Bischel, Sue E.	
30	04-07-2011	Order Additional Text: Appointing Receiver	Bischel, Sue E.	
31	04-18-2011	Notice of entry of judgment Additional Text:	Bischel, Sue E.	Pedretti, Jessie

of Foreclosure and Order Appointing Receiver			
32	09-06-2011	Notice of motion, motion Additional Text: to Confirm Sheriff's Sale	
33	09-07-2011	Affidavit in support of motion Additional Text: to Confirm	
34	09-09-2011	Amended Additional Text: Notice of Motion and Motion to Confirm Sheriff's Sale	Plaintiff states debts \$339,008.57 Bld \$339,008.57
35	09-09-2011	Affidavit of mailing	
36	09-13-2011	Sheriff's report of sale	Sold to Plaintiff for \$339,008.57
37	09-13-2011	Other papers Additional Text: Certificate of Posting	
38	09-13-2011	Notice of foreclosure sale	
39	09-13-2011	Proof of publication	
40	09-23-2011	Order confirming sale Additional Text: mailed sheriff's deed and transfer form to pl atty on 09-26-11	Bischel, Sue E.
41	09-23-2011	Hearing Sale confirmed No deficiency	Bischel, Sue E. Pedretti, Jessie
Printable Version (PDF)			
Return to Case 2010CV002487			

Technical problems? Contact us.

[notice to employees](#) | [accuracy](#) | [public records on the internet](#) | [information on other sites](#) | [data extraction option](#) | [css](#) | [court terms](#)

Seq. No.: A0051634 CP: 210

TIN: 26-3604858

Form: 1065

Tax Period: December 31, 2008



044907



CUT HERE

Return this voucher with your payment or correspondence.

Your Telephone Number:

Best Time to Call:

() -

AM PM

Amount you owe: \$0.00

☐ **Amount enclosed: \$**

- Make payable to United States Treasury
- Write Taxpayer Identification Number, tax period and tax form number on payment

☐ **Correspondence enclosed**

SB 201026 0125 17254-575-17264-0

210 Internal Revenue Service
CINCINNATI OH 45999-0039

KYHKJG
KELLY VAN DEN HEUVEL SOLE MBR
2303 LOST DAUPHIN RD
DE PERE WI 54115-9165030



263604858 74 KYHK 01 2 200812 172 000000000000



029789.719090.0144.004 1 MB 0.382 532



KYHKJG
KELLY VAN DEN HEUVEL SOLE MBR
2303 LOST DAUPHIN RD
DE PERE WI 54115-9165

029789

CUT OUT AND RETURN THE VOUCHER AT THE BOTTOM OF THIS PAGE IF YOU ARE MAKING A PAYMENT,
EVEN IF YOU ALSO HAVE AN INQUIRY.

The IRS address must appear in the window.

BODCD-SB

Use for payments

Letter Number: LTR0168C
Letter Date : 2010-07-01
Tax Period : 200812



263604858

INTERNAL REVENUE SERVICE

CINCINNATI OH 45999-0038

KYHKJG
KELLY VAN DEN HEUVEL SOLE MBR
2303 LOST DAUPHIN RD
DE PERE WI 54115-9165

263604858 ZW KYHK 06 2 200812 670 000000000000

0243130963
July 01, 2010 LTR 168C 0
26-3604858 200812 06
00003640

KYHKJG
KELLY VAN DEN HEUVEL SOLE MBR
2303 LOST DAUPHIN RD
DE PERE WI 54115-9165

Thank you for your cooperation.

Sincerely yours,



S. A. Martin, Operations Manager
Accounts Management Operations

- Enter your taxpayer identifying number, form number and tax period on your check or money order.
- Ensure that the return address shows through the window.

For your protection and better service



IRS Department of the Treasury
Internal Revenue Service
CINCINNATI, OH 45999-0039



7161 7618 3631 9254 8073

071143.707819.0579.014 2 AB 0.485 1554



KYHKJG

KELLY VAN DEN HEUVEL SOLE MBR
2303 LOST DAUPHIN RD
DE PERE WI 54115-9165030



071143



**Department of the Treasury
Internal Revenue Service
OGDEN UT 84201-0039**

For assistance, call:
1-800-829-0115

Notice Number: CP162
Date: May 3, 2010

Taxpayer Identification Number:
26-3604858
Tax Form: 1065
Tax Period: December 31, 2008

038760.721214.0176.005 2 MB 0.507 1005



KYHKJG
KELLY VAN DEN HEUVEL SOLE MBR
2303 LOST DAUPHIN RD
DE PERE WI 54115-9165030

Give to Guy

038760

We Charged a Penalty on Your Partnership Tax Return

Why You are Getting This Notice

We charged a penalty under Internal Revenue Code Section 6698 (a) (1) because, according to our records, you filed your partnership return late.

How We Calculated the Amount You Owe

The penalty is \$90 for each person who was a partner at any time during the tax year, for each month or part of a month the return was late, for up to 12 months.

Number of Partners	6
Late Filing Penalty	\$6,480.00
Total Penalty	\$6,480.00
Less Penalty Paid	\$0.00
Total Amount You Owe	\$6,480.00
Subtract Payments We Have Not Included	\$
Pay the Adjusted Amount Due	\$

Скучно

6 Members @ 900 month x 12 months
 $540 \times 12 = 6,480$

What You Need to Do

Pay the amount you owe now by using one of the following methods. To avoid additional penalty and/or interest, we must receive your payment by May 24, 2010. The Electronic Federal Tax Payment System (EFTPS) is the preferred method to ensure your tax payments are on time and secure.

EFTPS

- If you are currently enrolled, go to www.efrsp.gov or call 1-800-555-4477.
- To learn more about EFTPS and other electronic payment options, including credit card payments, visit www.irs.gov keyword: e-pay.

Check or Money Order

- Make your check or money order payable to the **United States Treasury**;
- Write your taxpayer identification number, tax form number, tax period, and your phone number on your payment, and
- Mail your payment with the payment voucher located at the bottom of this notice in the enclosed envelope.

If you choose to pay by check or money order, please allow enough mailing time so that we receive your payment by May 24, 2010.

If you believe this notice is incorrect, please call us at 1-800-829-0115. When you call, please have your payment information and a copy of your return available. This information will help us find any payment you made that we haven't applied.

Steps You Should Take

1. If our statement does not agree with your records, the law lets us remove or reduce the penalties we explain in this notice if you have an acceptable reason.
2. If you believe you have an acceptable reason for filing your return late, you need to provide a signed detailed letter of explanation outlining the circumstances that resulted in not filing your return timely.
3. Send your signed letter of explanation along with the voucher on the last page of this notice in the enclosed envelope. We will review it and let you know if we accept your explanation as reasonable cause to remove or reduce the penalty.

Who to Contact if You Have Any Questions

If you have any questions, please call us at the number at the top of this notice.

For tax forms, instructions and information visit www.irs.gov. (Access to this site will not provide you with your specific taxpayer account information.)

Seq. No.: A0006390 CP: 162

TIN: 26-3604858

Form: 1065

Tax Period: December 31, 2008



038760

 CUT HERE

Return this voucher with your payment or correspondence.

Your Telephone Number:

Best Time to Call:

() _____

_____AM_____PM

Amount you owe: \$6,480.00

- You will avoid additional penalties and/or interest if we receive your full payment by May 24, 2010

☐ **Amount enclosed: \$ _____**

- Make payable to United States Treasury
- Write Taxpayer Identification Number, tax period and tax form number on payment

☐ **Correspondence enclosed**

SB 201016

93269-105-10372-0

162 Internal Revenue Service
OGDEN UT 84201-0039

KYHKJG
KELLY VAN DEN HIEUVEL SOLE MBR
2303 LOST DAUPHIN RD
DE PERE WI 54115-9165630



71617618363192548073

KYHKJG
KELLY VAN DEN HEUVEL SOLE MBR
2303 LOST DAUPHIN RD
DE PERE WI 54115-9165030



263604858221

071143

Urgent !!

We intend to levy on certain assets. Please respond NOW.

(To avoid additional penalty and interest, pay the amount you owe within ten days from the date of this notice.)

Our records indicate that you haven't paid the amount you owe. The law requires that you pay your tax at the time you file your return. This is your notice, as required by Internal Revenue Code Section 6331(d), of our intent to levy (take) your property or rights to property in satisfaction of the unpaid employment taxes for the period listed below if we don't receive your payment in full. We can also file a Notice of Federal Tax Lien, if we haven't already done so. **To prevent collection action, please pay the current balance now.** If you've already paid, can't pay, or have arranged for an installment agreement, it is important that you **call us immediately** at the telephone number shown below. Current balance may include Civil Penalty, if assessed.

Account Summary

Form: 1065	Tax Period: 12-31-2008
Current Balance:	\$6,504.90
Includes:	
Penalty:	\$0.00
Interest:	\$24.90
Last Payment:	\$0.00

For information on
your penalty & interest
computations, you may
call 1-800-829-0115

 Questions? Call us at 1-800-829-0115

See the enclosed Publication 594, *The IRS Collection Process*, and Notice 1219B, *Notice of Potential Third Party Contact*, for additional information

Please mail this part with your payment, payable to United States Treasury.

Notice Number: CP 504B
Notice Date: 06-07-2010

write on your check:

1065	12-31-2008	26-3604858
------	------------	------------

Find information about filing and paying taxes at: www.irs.gov
Enter Keyword: filing late (or) paying late

Amount Due:

\$6,504.90

Internal Revenue Service
CINCINNATI, OH 45999-0039



KYHKJG
KELLY VAN DEN HEUVEL SOLE MBR
2303 LOST DAUPHIN RD
DE PERE WI 54115-9165030