

# WISCONSIN DEPARTMENT OF REGULATION & LICENSING



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**STATE OF WISCONSIN  
BEFORE THE REAL ESTATE BOARD**

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**IN THE MATTER OF THE DISCIPLINARY  
PROCEEDINGS AGAINST**

**DARRELL W. FULLER,**

**90 REB 168**

**Respondent.**

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**FINAL DECISION AND ORDER**

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The parties to this action for the purposes of sec. 227.53, Wis. Stats. are:

Darrell W. Fuller  
783 Katherine Drive  
Sun Prairie, WI 53590

Real Estate Board  
P.O. Box 8935  
Madison, WI 53708-8935

Division of Enforcement  
Department of Regulation and Licensing  
P.O. Box 8935  
Madison, WI 53708-8935

The parties in this matter agree to the terms and conditions of the attached Stipulation as the final decision of this matter, subject to the approval of the Board. The Board has reviewed this Stipulation and considers it acceptable.

Accordingly, the Board in this matter adopts the attached Stipulation and makes the following:

## FINDINGS OF FACT

1. Darrell W. Fuller (d.o.b. October 13, 1946) is duly licensed in the state of Wisconsin as a real estate salesperson (license #27169). This license was first granted on August 6, 1987.

2. Darrell W. Fuller's latest address on file with the Department of Regulation and Licensing is 783 Katherine Drive, Sun Prairie, Wisconsin 53590.

3. Verne A. Anderson and his wife, Marianne Anderson, reside at 5310 Whalen Road, Madison, Wisconsin, and they are building contractors by occupation, doing business as Anderson Construction.

### COUNT ONE (Wolfgram Documents)

4. On or about July 27, 1989, Darrell W. Fuller, hereinafter the Respondent, presented a Residential Offer to Purchase document to Verne and Marianne Anderson which called for them to buy land and build a home on Lot 14, Brynewood Street, Fitchburg, Wisconsin for a third party, Victor Wolfgram. The Residential Offer to Purchase document is dated July 26, 1989, and is purportedly signed by Victor Wolfgram. A copy of the Residential Offer to Purchase document is attached as Exhibit 1 and is incorporated herein by reference.

5. No listing agreement existed between Respondent and Verne and Marianne Anderson for the property in question, hereinafter referred to as the Wolfgram offer, and the offer itself (Exhibit 1) is silent as to whom the Respondent

owed agency duties. However, for purposes of this Stipulation the Respondent stipulates that he was acting as agent for the Andersons.

6. The Residential Offer to Purchase (Exhibit 1) at Line 12 indicates that the Respondent received \$1,000.00 in earnest money from Victor Wolfgram as part of the offer. At least in part relying upon the earnest money, Verne A. Anderson accepted the Wolfgram offer on July 27, 1989. No earnest money was in fact received by Respondent in conjunction with the Wolfgram offer.

7. When presenting Exhibit 1 to Verne A. Anderson, Respondent indicated that Victor Wolfgram desired some changes to the existing construction plans for the house to be built at Lot 14, Brynewood Street, Fitchburg, Wisconsin. In response to this request, Verne A. Anderson made the desired changes on July 27, 1989, and presented the revised plans to Respondent for him to obtain the approval of Victor Wolfgram. A copy of the customized plans (sheets 1-7) prepared by Verne Anderson for Victor and Betty Wolfgram is attached as Exhibit 2 and is incorporated herein by reference.

8. Approximately two to three weeks after Verne A. Anderson gave the revised plans to Respondent, they were returned by Respondent purportedly approved by Victor Wolfgram as verified by Victor Wolfgram's purported signature on sheets 1 through 7 of the customized plans (Exhibit 2). Respondent in fact signed Victor Wolfgram's name to these changes.

9. Pursuant to and in reliance on the purported contract with Victor Wolfgram (Exhibit 1) and Victor Wolfgram's approval of the revised construction plans (Exhibit 2), Verne A. Anderson began construction of the house.

10. There is conflicting evidence as to whether Victor Wolfgram is a real or fictitious person. Respondent maintains that Victor Wolfgram signed Exhibit 1 but that Respondent signed Victor Wolfgram's name, with his permission, on Exhibit 2, the customized construction plans. Respondent's office manager at REMAX in July 1989, Allene Gaurley, in a recent interview with Respondent's counsel, Attorney Daniel P. Dunn, indicated that she recalls that there was a Wolfgram file in the office and that it disappeared. Further, she recalls that there were telephone calls to REMAX from a person purporting to be Victor J. Wolfgram during that period of time. Jeffrey Fuller, a real estate licensee and son of the Respondent, has signed an affidavit indicating that during the relevant time period while he was working in the driveway at Respondent's home, a person drove up, identified himself as Victor, and left a set of construction plans with Jeffrey Fuller to be given to Respondent.

11. Other handwriting analysis evidence concludes that the documents in question (Exhibits 1 and 2) were signed by the same person, not Victor Wolfgram but rather the Respondent. On January 8, 1990, Respondent had 500 business cards prepared by Quality Printing and Typesetting of Sun Prairie, Wisconsin, which purport to belong to Victor (Vic) J. Wolfgram. The order to prepare these business

cards was placed by Respondent. A copy of the business card Respondent had prepared is attached as Exhibit 3 and is incorporated by referenced. All additional efforts of the parties to find and/or identify Victor Wolfgram produced no evidence that the person existed.

12. For purposes of this Stipulation, Respondent concedes that a preponderance of the evidence shows that Victor J. Wolfgram is a fictitious person, and the Respondent concedes that Victor J. Wolfgram is a fictitious person.

COUNT TWO  
(Dettwiler Document)

13. On or about January 14, 1989, Respondent entered into a Residential Listing Contract-Exclusive Right to Sell agreement with Keith and Barbara Dettwiler for the sale of their property known as 924 Liberty Drive, DeForest, Wisconsin. Respondent was thus the agent for Keith and Barbara Dettwiler who in turn were his principals. A copy of the Residential Listing Contract-Exclusive Right to Sell agreement is attached as Exhibit 4 and is incorporated herein by reference.

14. On or about January 14, 1989, Respondent prepared a Seller's Condition Report for the Dettwiler property. The signature purporting to be that of Keith Dettwiler on the document is alleged to have been a forgery made either by or at the direction of the Respondent. A copy of the Property Condition Report is attached as Exhibit 5 and is incorporated herein by reference. With respect to this report, note that the depositions of Keith and Barbara Dettwiler have been taken and both made

statements under oath. Both agreed that Respondent was their agent. Keith Dettwiler identified Exhibit 5 and stated that with the exception that the report listed the property as three years old, the Property Condition Report properly set forth the condition of the property, that he recalled going over and discussing each item with Respondent, and that if he did not sign the document, it was signed by Respondent with his knowledge if not his specific consent. Further, it is hereby stipulated that the Property Condition Report indicating the property is three years old was merely an updated version of a prior report made by the principals and was created because of the new listing contract of January 14, 1989.

15. On or about January 28, 1989, Respondent prepared a Residential Offer to Purchase document for the Dettwiler property on behalf of John H. and Victoria L. Mueller. A copy of the Residential Offer to Purchase document is attached as Exhibit 6 and is incorporated herein by reference.

16. On January 29, 1989, the above offer to purchase was countered by Keith Dettwiler. The signature purporting to be that of Keith Dettwiler on the Counter Offer was not the signature of Keith Dettwiler but rather was the signature of his agent, Respondent, signed with his knowledge. Keith Dettwiler swore under oath that he was familiar with the purchase and sale of real estate, that he has been involved in real estate transactions for some years, that he is in the middle of transactions on a constant basis, and that he knows that the Counter Offer was

completed on January 29, 1989. A copy of the Counter Offer dated January 29, 1989, is attached as Exhibit 7 and is incorporated herein by reference. He testified that on January 29, 1989, he received a telephone call from Barbara. He was told that Respondent had received an offer, that it would lapse at 6:00 p.m., and that he should call Respondent. He spoke telephonically with Respondent. He discussed terms and told Respondent to make a Counter Offer. Although he did not specifically tell Respondent to sign his name, he knew Respondent had signed his name. He received telephonic confirmation later that evening that a deal was accepted. Further, Keith Dettwiler stated that Respondent was his agent, that he had no complaints with the way the transaction was handled, that Respondent acted in his best interests the whole time, and that he knew that Respondent was signing documents on his behalf. Keith and Barbara Dettwiler knowingly allowed Respondent to affix their names to documents. They ratified said signatures. The Respondent's actions were not done with intent to defraud the principals.

17. That Respondent did in fact obtain the signature of Barbara Dettwiler on a Counter Offer at the closing, that Barbara Dettwiler did identify her signature on that document in a sworn deposition, and that Keith Dettwiler did state that his wife, Barbara, signed the Counter Offer at the closing. A copy of the signed Counter Offer dated January 29, 1989, is attached as Exhibit 8 and incorporated herein by reference.



COUNT THREE  
(Knorr Document)

18. In the latter part of 1988, Verne Anderson requested Respondent to obtain a document for his accountant so that the accountant could know the correct amount of income from the sale of a 1988 Parade home built by Anderson. The document sought was to verify that Verne Anderson had written a check to Anchor Real Estate in the amount of \$13,800.00 at the closing of the Parade home's sale (Egersberger).

19. Both Verne and Marianne Anderson testified in sworn depositions that Respondent was not nor was he ever authorized to act as their agent, nor were Verne or Marianne Anderson Respondent's principal. In the latter part of December 1988, Respondent presented Verne and Marianne Anderson with a letter purportedly signed by Karen Knorr in her capacity as vice president of Anchor Real Estate acknowledging receipt of the \$13,800.00 check. A copy of the letter purportedly signed by Karen Knorr is attached as Exhibit 9 and is incorporated herein by reference.

20. The above letter (Exhibit 9) was not signed by Karen Knorr. The document was signed by Respondent. Karen Knorr has indicated that Respondent did not have her authority to sign the document. The Respondent's position is that he signed the document with Knorr's knowledge and the document accurately reflected

the facts. For purposes of this Stipulation, Respondent concedes that the document was signed without Knorr's knowledge.

21. The document sought, i.e., the verification letter that a check had been written to Anchor Real Estate in the amount of \$13,800.00, accurately reflected these facts. Further, at the time the document was presented by Respondent to the Andersons, the Egersberger transaction had been completed and the Respondent had concluded his duties relative to representation of his principal(s) pursuant to that contract.

COUNT FOUR  
(False Swearing)

22. On or about October 2, 1991, in Dane County Circuit Court, Branch 5, state of Wisconsin, during a preliminary hearing before the Honorable Robert R. Pekowsky regarding the civil suit of Verne A. and Marianne Anderson, d/b/a Anderson Construction, plaintiffs, v. S. Darrell Fuller and Ronald Stauter, d/b/a REMAX Associates, defendants, Case No. 91-CV-132, Respondent responded to the court's inquiry as to his level of education as follows: "I graduated from the University of Wisconsin in computer science." A copy of the applicable portion of the transcript of excerpt of proceedings in Case No. 91-CV-132 is attached as Exhibit 10 and is incorporated herein by reference.

23. On or about April 16, 1992, in the deposition of Darrell Fuller, Case No. 91-CV-132, Andersons, et al. v. Fuller, et al., while under oath or affirmation,

Respondent falsely portrayed his educational background. A copy of the applicable portion of the transcript of Respondent's deposition in Case No. 91-CV-132 is attached as Exhibit 11 and is incorporated herein by reference.

24. Respondent has never been admitted or enrolled at the University of Wisconsin - Madison. A copy of the records custodian certification to that effect is attached as Exhibit 12 and is incorporated herein by reference.

25. Respondent's false statement was neither made to a broker, principal, agent, or any party to a real estate transaction nor was it made in furtherance of or in an attempt to garner real estate business or to influence any person, agent, or principal to do any act related to the practice of real estate.

26. Respondent's statements were untrue, knowingly made, and made under oath (Exhibit 12).

#### CONCLUSIONS OF LAW

1. By the conduct described above, Respondent is subject to disciplinary action against his license to practice as a real estate salesperson in the state of Wisconsin, pursuant to sec. 452.14, Wis. Stats., and ch. RL24, Wis. Adm. Code.

2. The Wisconsin Real Estate Board is authorized to enter into the attached Stipulation pursuant to sec. 227.44, Wis. Stats.

3. Respondent Darrell Fuller has violated:

COUNT ONE  
(Wolfgram Document)

a. By affixing the signature of Victor J. Wolfgram on Exhibits 1 and 2, without said approval and consent of Victor J. Wolfgram, by presenting these documents to Verne and Marianne Anderson, d/b/a Anderson Construction, by continuing to treat the contract as genuine, and by not disclosing the fact that \$1,000.00 of earnest money had not been received contrary to the contract, Wis. Stats. secs. 452.14(3)(d) and 943.38(1)(a), and sec. RL24.17(3), Wis. Adm. Code.

COUNT TWO  
(Dettwiler Document)

b. Count Two shall be dismissed.

COUNT THREE  
(Knorr Document)

c. Although no agency relationship was in existence between the Andersons and Respondent and the contract in question had been closed prior to December 22, 1988, by Respondent's act of signing Karen Knorr's name to the letter of December 22, 1988, and presenting it to the Andersons for purposes other than real estate services, Wis. Stats. sec. 452.14(3)(k).

COUNT FOUR  
(False Swearing)

d. By making the aforementioned statements relative to his educational background while under oath or affirmation which he knew to be untrue and when such oath or affirmation was authorized or required by law or by a public officer or governmental agency as a prerequisite to such officer or agency taking some official action, Wis. Stats. sec. 946.32, and sec. RL24.17(1), Wis. Adm. Code.

NOW THEREFORE, IT IS HEREBY ORDERED that:

1. The attached Stipulation is accepted.
2. Darrell W. Fuller's real estate salesperson's license number 27169 is hereby suspended for a period of one year effective as per this Order.
3. Respondent must, prior to reinstatement, attend a series of real estate ethics courses and complete nine credits during his year of suspension.
4. Respondent shall also pay the costs associated with this proceeding in the amount of \$ 3500.<sup>00</sup>, said costs shall be paid in full prior to reinstatement.
5. If Respondent has not complied with the educational and financial requirements under this order, the Respondent's suspension will be automatically extended until such time as he has complied with this Order.

6. After Respondent has complied with this Order and if he has done so within one year, Respondent's real estate salesperson's license shall be reinstated with payment of the appropriate costs thereof.

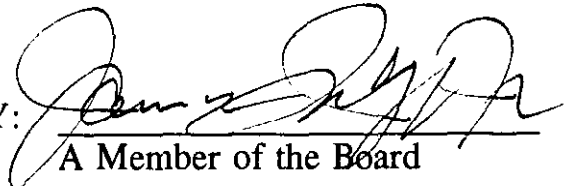
7. That investigative file 90 REB 168 be, and hereby is, closed.

The rights of a party aggrieved by this Decision to petition the Board for rehearing and to petition for judicial review are set forth on the attached "Notice of Appeal Information."

This Order shall become effective ten (10) days following the date of its signing.

WISCONSIN REAL ESTATE BOARD

1/25/96  
Date

BY:   
A Member of the Board

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**STATE OF WISCONSIN  
BEFORE THE REAL ESTATE BOARD**

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**IN THE MATTER OF THE DISCIPLINARY  
PROCEEDINGS AGAINST**

**DARRELL W. FULLER,**

**90 REB 168**

**Respondent.**

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**INDEX TO EXHIBITS TO  
FINAL DECISION AND ORDER**

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<u>Exhibit No.</u>	<u>Description</u>
1	Wolfgram Offer to Purchase
2	Wolfgram Plans
3	Business Card
4	Dettwiler Listing Agreement
5	Dettwiler Condition Report
6	Dettwiler Offer to Purchase
7	Dettwiler Counter Offer (unsigned)
8	Dettwiler Counter Offer (signed)
9	Knorr Letter
10	Fuller's Testimony Excerpt, Case No. 91-CV-132
11	Fuller's Deposition Excerpt, Case No. 91-CV-132
12	Letter from University of Wisconsin Systems

WB-11 RESIDENTIAL OFFER TO PURCHASE

1 MADISON, Wisconsin July 26, 1987

2 THE BROKER, DRAFTING THIS OFFER IS THE AGENT OF (SELLER) (BUYER) (Strike as applicable)  
3 IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT, BOTH PARTIES  
4 SHOULD READ THIS DOCUMENT CAREFULLY AND UNDERSTAND IT BEFORE SIGNING.

5 The undersigned Buyer, VICTOR J. WIKERBAM  
6 hereby offers to purchase the property known as (Street Address) LOT 14 BANE WOOD ST  
7 in the CITY of EVESHAM, County of DANE, Wisconsin.

8 more particularly described as: LOT 14  
9 at the price of Twenty Five Thousand Dollars (\$25,000)

10 and on the terms and conditions as follows:  
11 Earnest money of \$ 2000 in the form of check  
12 money of \$ \_\_\_\_\_ in the form of \_\_\_\_\_  
13 to be paid within \_\_\_\_\_ days of acceptance of this offer or

14 and the balance in cash at closing.  
15 Failure of Buyer to make earnest money payment as provided voids offer at Seller's option. Earnest money, if held by broker, shall  
16 be held in selling broker's trust account prior to acceptance of offer and thereafter in listing broker's trust account until applied to  
17 the purchase price at closing or dispersed as provided herein or permitted by law.

18 TIME IS OF THE ESSENCE AS TO ADDITIONAL EARNEST MONEY PAYMENT, ACCEPTANCE, LEGAL POSSESSION,  
19 OCCUPANCY, DATE OF CLOSING AND AS TO ALL DATES INSERTED IN THIS OFFER EXCEPT \_\_\_\_\_

20 THE BUYER'S OBLIGATION TO CONCLUDE THIS TRANSACTION IS CONDITIONED UPON THE CONSUMMATION  
21 OF THE FOLLOWING: (if none, so state.) \_\_\_\_\_

22 1. Buyer to obtain a title insurance policy  
23 2. Buyer to obtain a survey for a 30 foot  
24 3. Buyer to obtain a survey for a 30 foot  
25 4. Buyer to obtain a survey for a 30 foot  
26 5. Buyer to obtain a survey for a 30 foot  
27 6. Buyer to obtain a survey for a 30 foot  
28 7. Buyer to obtain a survey for a 30 foot  
29 8. Buyer to obtain a survey for a 30 foot  
30 9. Buyer to obtain a survey for a 30 foot  
31 10. Buyer to obtain a survey for a 30 foot

32 42. Buyer agrees that, unless otherwise specified, Buyer will, in good faith, pay all costs of securing any financing to the extent  
43 permitted by law, and will perform all acts necessary to expedite such financing.  
44 Included in the purchase price are such of the following items as may, be on the property on the date of this offer, which will be  
45 electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and  
46 attached equipment; water heaters and boilers; sump pump; attached or tiled floor coverings; awnings; exterior attached  
47 antennas and component parts; garage door opener and remote control; installed security systems.

48 ADDITIONAL ITEMS INCLUDED IN THE SALE: PER DISCUSS IN PARAGRAPH 7  
49  
50  
51

52 ITEMS NOT INCLUDED IN THE SALE: NA  
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54

55 Seller shall, upon payment of the purchase price, convey the property by warranty deed, or other conveyance provided herein,  
56 free and clear of all liens and encumbrances, excepting municipal and zoning ordinances, recorded easements for public utilities  
57 serving the property, recorded building and use restrictions and covenants, general taxes levied in the year of closing and  
58 and shall complete and execute the documents necessary to record the conveyance. (WARNING: Recorded building and use  
59 restrictions and covenants can have material impact on the use of or improvements to the property.)  
60 (Buyer/Seller) will be responsible for compliance with DLR's rental weatherization program requirements unless this  
61 transaction is exempt from the requirements. Seller's rental weatherization program requirements will be occupied by the  
62 purchaser for at least one year after transfer or otherwise exempt because \_\_\_\_\_

63 This offer is binding upon both parties only if a copy of the accepted offer is deposited, postage or fees prepaid, in the U.S. mail  
64 or a commercial delivery system, addressed to Buyer at \_\_\_\_\_  
65 or by personal delivery of the accepted offer to Buyer on or before \_\_\_\_\_  
66 Otherwise, this offer is void and all earnest money shall be promptly returned to Buyer.  
67 This transaction is to be closed at the office of Buyer's mortgagee or at the office of \_\_\_\_\_  
68 on or before \_\_\_\_\_ or at such other time and place as may be agreed in writing.

69 Legal possession of property shall be delivered to Buyer on date of closing.  
70 It is understood the property is now occupied by \_\_\_\_\_  
71 under (oral lease) (written lease), which terms are: \_\_\_\_\_

72 Occupancy of property shall be given to Buyer on \_\_\_\_\_  
73 If Seller is permitted to occupy property after closing, Seller shall prepay occupancy charge of \$ \_\_\_\_\_ per day, which  
74 (shall) (shall not) be refundable based on actual occupancy.  
75 The sum of \$ \_\_\_\_\_ shall be withheld from the purchase price to be escrowed with \_\_\_\_\_

76 to guarantee delivery of occupancy to Buyer AND FOR NO OTHER PURPOSE, which sum upon Seller's failure to deliver  
77 occupancy shall be paid to Buyer as liquidated damages or returned to Seller if occupancy is delivered to Buyer on the agreed date.  
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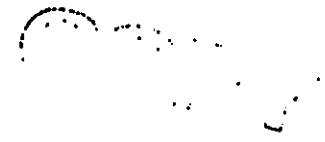
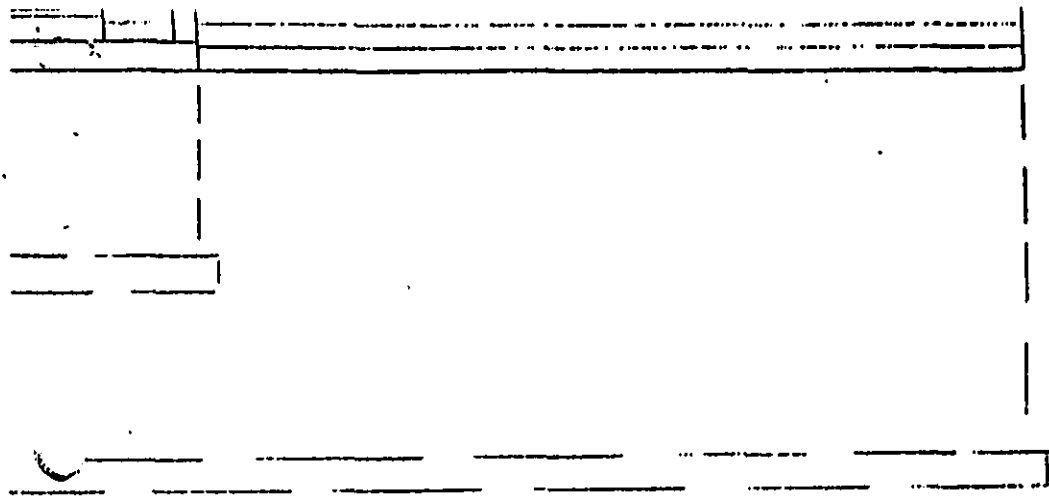
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EXHIBIT 1







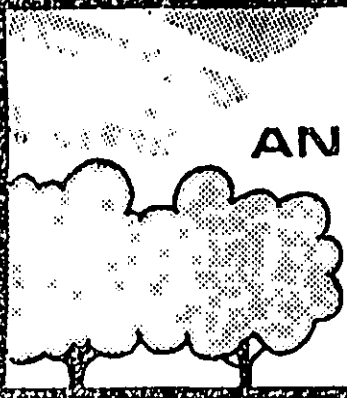
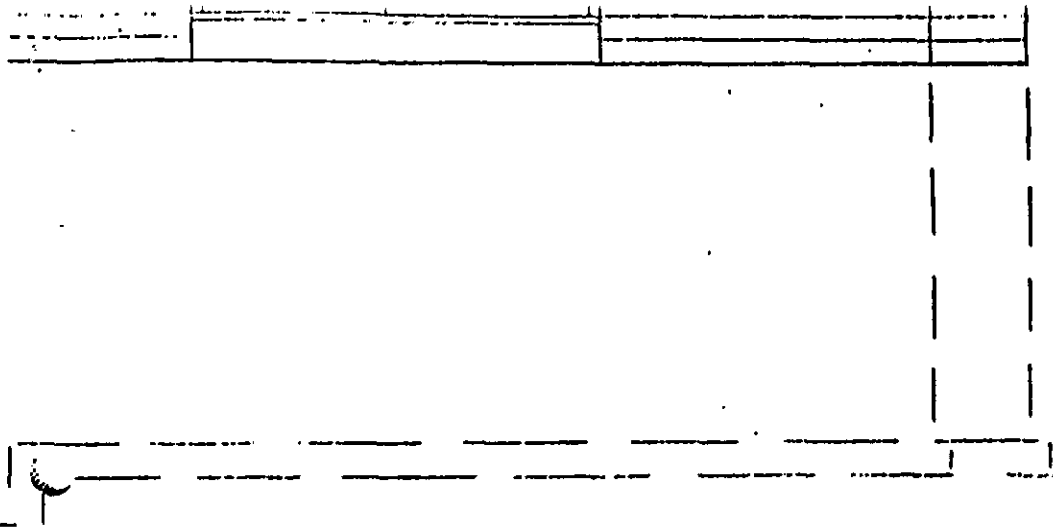

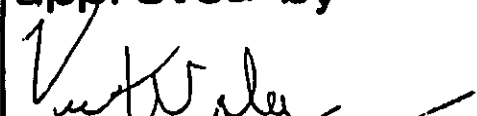
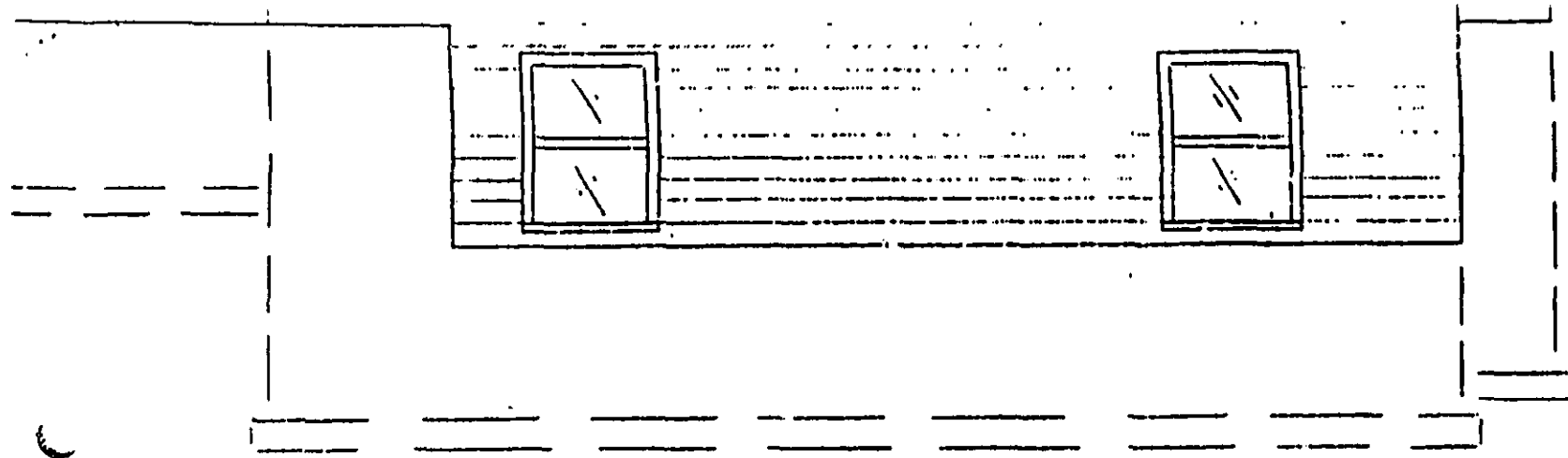
 <p><b>ANDERSON</b> <b>CONSTRUCTION</b> DESIGN BUILD DECORATE MADISON, WISCONSIN <b>274-5158</b></p>	<p><b>customized plans for</b> <i>VICTOR + BETTY WOLFGARTH</i></p>		
	<p>This drawing and design remain the property of ANDERSON CONSTRUCTION and may not be reproduced or copied in whole or part by any method without the written consent of ANDERSON CONSTRUCTION.</p>		<p><b>approved by</b> <i>Victor Wolgarth</i></p>
<p><b>drawn by</b> ANDY</p>	<p><b>scale</b> 1/4" = 1'-0"</p>	<p><b>date</b> 7-27-99</p>	<p><b>sheet</b> 1 OF 7</p>
<p><b>revision</b></p>	<p><b>schedule</b> FRONT ELEVATION</p>		

EXHIBIT 2

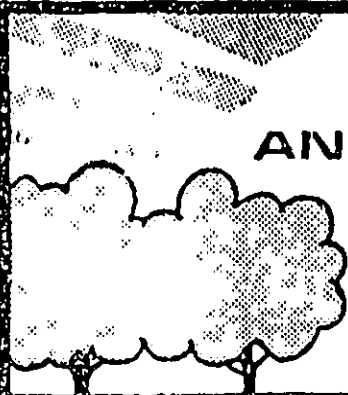




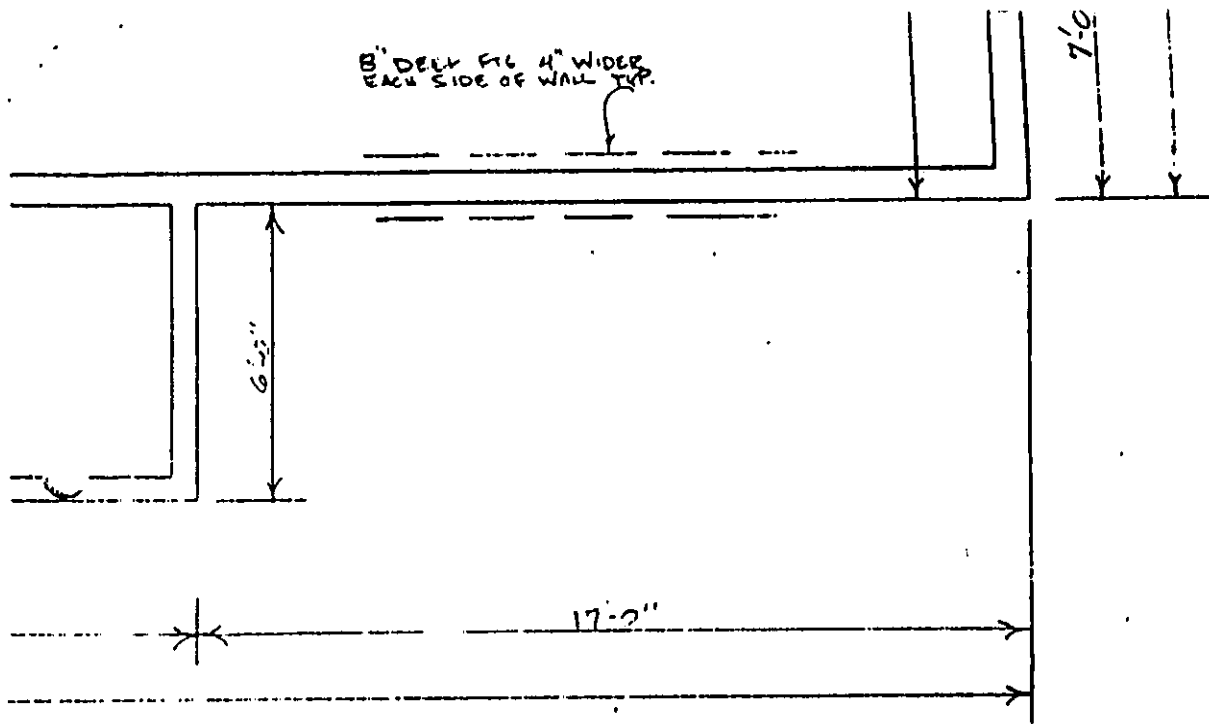
**ANDERSON**  
**CONSTRUCTION**  
 DESIGN BUILD DECORATE  
 MADISON, WISCONSIN  
 274-5158

<p><b>customized plans for</b>          VICTOR + BETTY WOLFGRAIN</p>			
<p>This drawing and design remain the property of ANDERSON CONSTRUCTION and may not be reproduced or copied in whole or part by any method without the written consent of ANDERSON CONSTRUCTION.</p>		<p><b>approved by</b>  </p>	
<p><b>drawn by</b>          ANDY</p>	<p><b>scale</b>  <math>\frac{1}{4}'' = 1'-0''</math></p>	<p><b>date</b>          7-27-81</p>	<p><b>sheet</b>          2 OF 7</p>
<p><b>revision</b></p>	<p><b>schedule</b>          BREAK ELEVATION</p>		



RIGHT SIDE

 <p><b>ANDERSON</b> <b>CONSTRUCTION</b> DESIGN BUILD DECORATE MADISON, WISCONSIN 274-5158</p>	<p>customized plans for</p> <p>VICTOR + BETTY WILFGRAM</p>			
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	<p>drawn by</p> <p>ANDY</p>	<p>scale</p> <p>1/4" = 1'-0"</p>	<p>date</p> <p>7.27.21</p>	<p>sheet</p> <p>3 OF 7</p>
	<p>revision</p>	<p>schedule</p> <p>SIDE ELEVATIONS</p>		



**ANDERSON  
CONSTRUCTION**  
DESIGN BUILD DECORATE  
MADISON, WISCONSIN  
274-5158

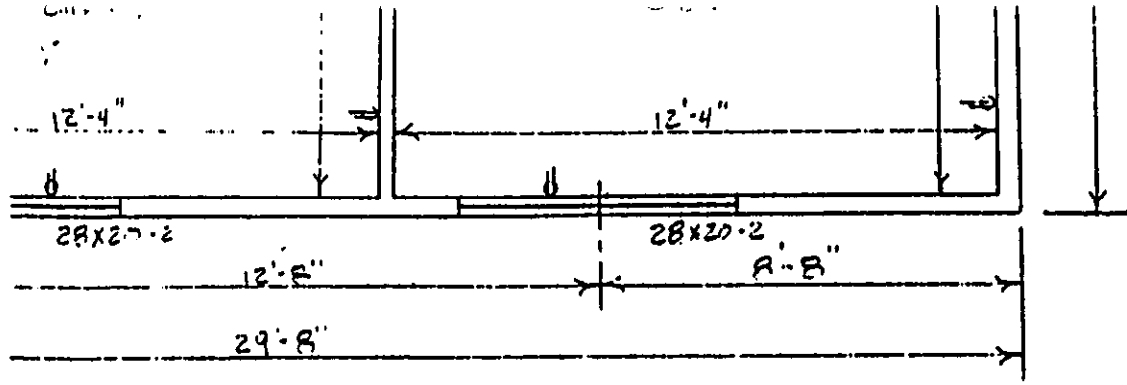
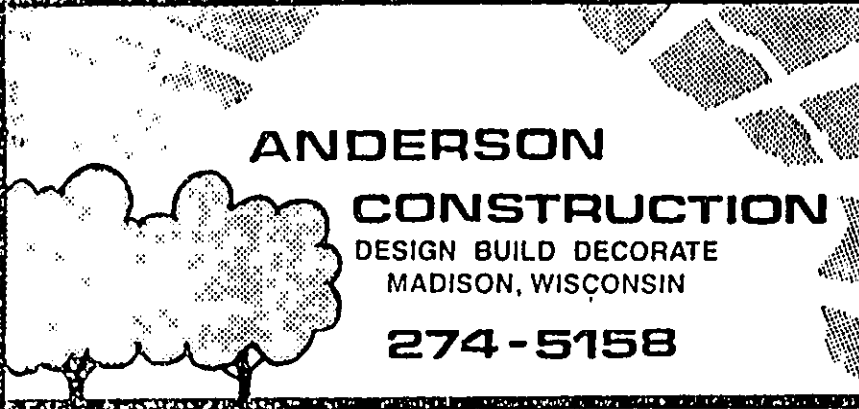
customized plans for

VICTOR + BETTY WOLFGRAM


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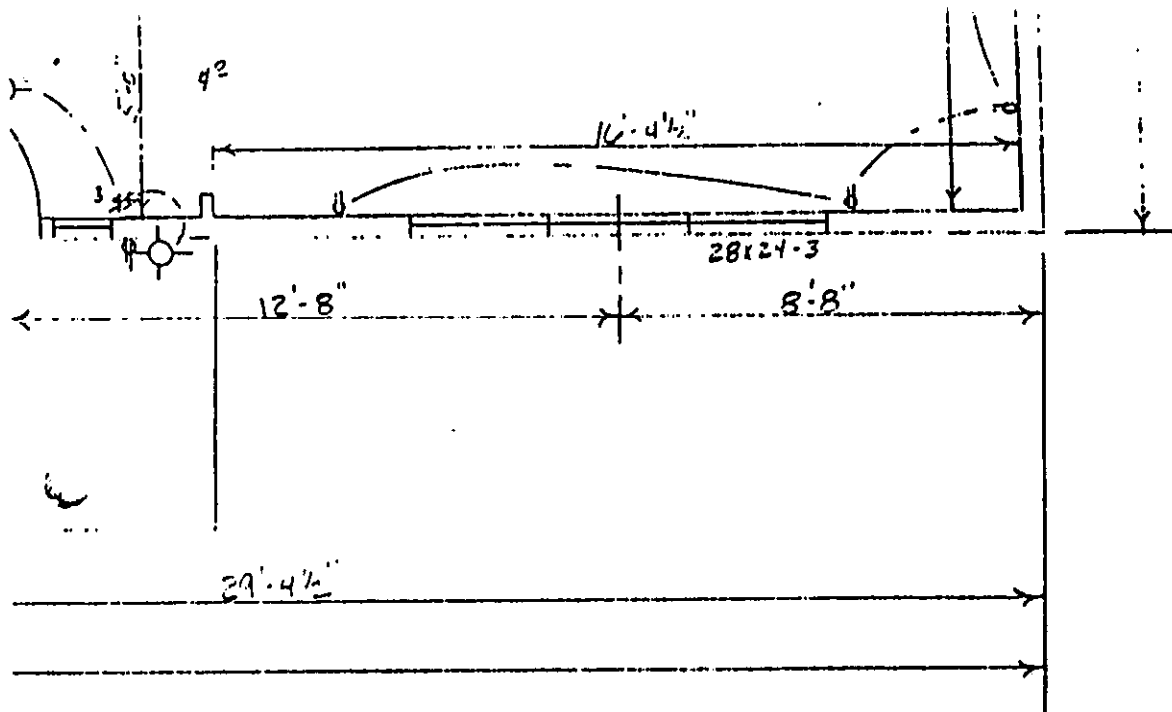
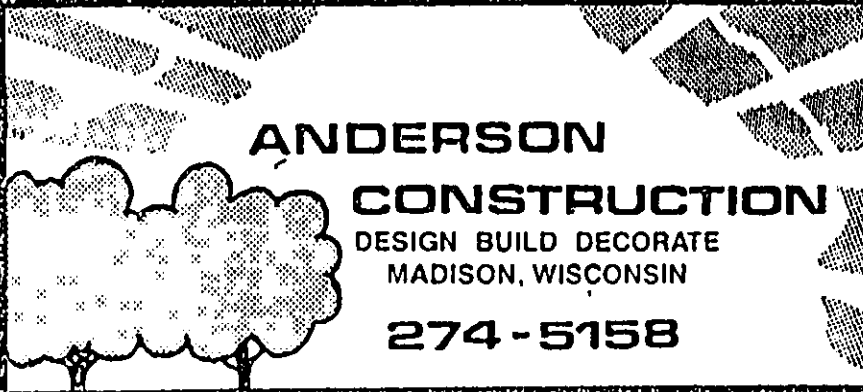
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revision	schedule		
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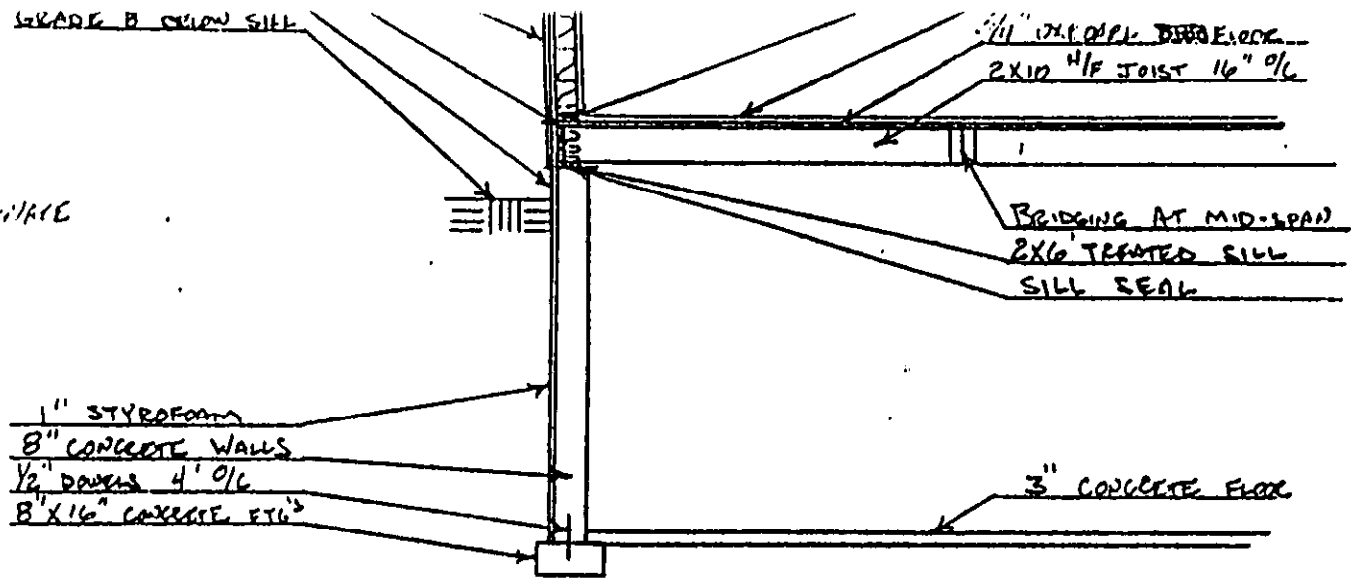
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revision	schedule 2 <sup>ND</sup> FLOOR		

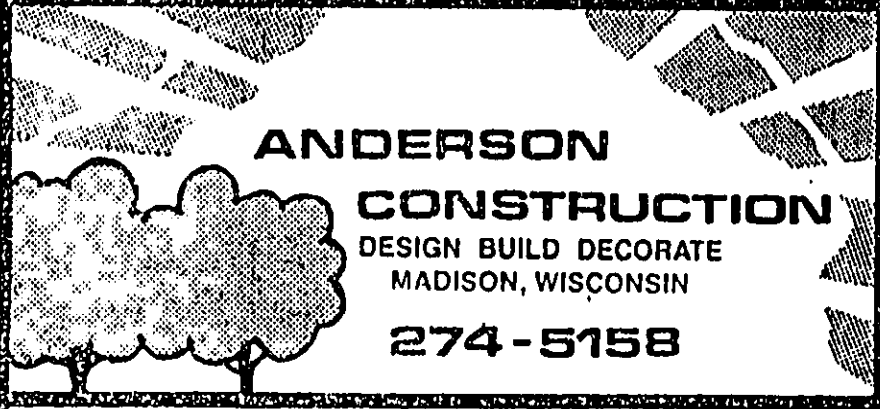
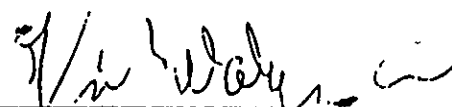
**ANDERSON**  
**CONSTRUCTION**  
 DESIGN BUILD DECORATE  
 MADISON, WISCONSIN  
 274-5158

<b>customized plans for</b>			
VICTOR + BETTY WOLFENBACH			
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drawn by ANDY	scale 1/4" = 1'-0"	date 7-27-89	sheet 6 OF 7
revision	schedule 1 <sup>ST</sup> FLOOR		

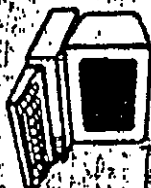


WEP, W/VENT, FINISH

TYPICAL WALL SECTION

 <p><b>ANDERSON CONSTRUCTION</b> DESIGN BUILD DECORATE MADISON, WISCONSIN <b>274-5158</b></p>	<p>customized plans for</p> <p>VICTOR + BETTY WOLFGREN</p>		<p>approved by</p> 			
	<p>This drawing and design remain the property of ANDERSON CONSTRUCTION and may not be reproduced or copied in whole or part by any method without the written consent of ANDERSON CONSTRUCTION.</p>		<p>drawn by</p> <p>ANDY</p>	<p>scale</p> <p>1/4" = 1'-0"</p>	<p>date</p> <p>7-27-89</p>	<p>sheet</p> <p>7 OF 7</p>
	<p>revision</p>	<p>schedule</p> <p>SPEC SHEET</p>				





**BELL COMPUTER GROUP**  
"FOR ALL YOUR SOFTWARE NEEDS"

**Victor (Vic) v. Wolfgram**  
MIDWEST SALES MANAGER

P.O. Box 1469 • Champaign, IL 61824

WB-1 RESIDENTIAL LISTING CONTRACT-EXCLUSIVE RIGHT TO SELL

MLS # 109 23 4  
1/14/89

1 AGREEMENT made between the undersigned real estate Broker and the undersigned Seller.  
2 Seller gives Broker the sole and exclusive right to procure a purchaser for the property described below at the price and upon the terms set forth in this contract.  
3 If a purchaser is procured for the property by Broker, by Seller, or by any other person, at the price and upon the terms set forth in this contract, or at any  
4 price or upon any other terms accepted by Seller during the term of this contract, or if a binding exchange agreement is entered into or an option which  
5 subsequently exercised is granted during the term of this contract, Seller agrees to pay Broker a commission as set forth in this contract regardless when  
6 transaction closes.

7 If, as to the property or any part of it, a purchaser is procured, a binding exchange agreement is entered into, or an option which is subsequently exercised,  
8 granted, within six months after the expiration of this contract to any person or to anyone acting for any person with whom Seller, Broker or any of Broker's agents  
9 negotiated or personally exhibited by showing the property prior to the expiration of this contract and in either case whose name Broker has submitted to Seller  
10 writing by personal delivery or by depositing, postage or fees prepaid, in the United States mail or a commercial delivery system, not later than 24 hours after  
11 expiration of this contract, Seller agrees to pay Broker the commission set forth in this contract. A written offer to purchase submitted to Seller or direct negoti-  
12 ated between Seller and purchaser during the term of this listing shall constitute the notice required on lines 7 to 11 without further notice to Seller.

13 (Seller warrants) that (a) dated \_\_\_\_\_ indicates the property (is) (is not) located in a flood plain (Strike as applicable).  
14 Seller warrants and represents to Broker and buyer that Seller has no notice or knowledge of any:  
15 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the property.  
16 (b) government agency or court order requiring repair, alteration, or correction of any existing condition.  
17 (c) underground storage tanks or any structural, mechanical, or other defects of material significance affecting the property, including but not limited  
18 to inadequacy for normal residential use of mechanical systems, waste disposal systems, and well, unsafe well water according to state standards, and  
19 presence of any dangerous or toxic materials or conditions affecting the property.  
20 (d) wetland and shoreland regulations affecting the property (Caution: see maps).  
21 EXCEPTIONS TO WARRANTIES AND REPRESENTATIONS STATED IN LINES 13 TO 20: \_\_\_\_\_

24 WARNING: IF SELLER WARRANTIES AND REPRESENTATIONS ARE NOT CORRECT, SELLER MAY BE LIABLE FOR DAMAGES AT  
25 COSTS.

26 Seller shall promptly disclose to Broker any facts or circumstances that would modify the above representations and warranties. Seller is aware that Broker  
27 required by state law to disclose material factors affecting the property to all interested parties.

28 Any offer submitted shall be deemed to comply with the terms of this agreement if it includes, in addition to the terms herein contained, in substance, any of the  
29 provisions set forth on lines 96 to 133 of this agreement.

30 In consideration for Seller's agreements herein Broker agrees to list and use reasonable efforts to procure a purchaser for the property, including but not limited  
31 to the following: ANCHOR ADVERTISING, SIGN, MLS

33 Seller authorizes Broker and Broker agrees to cooperate with other Brokers, including allowing other Brokers to act as Seller's subagents, except: \_\_\_\_\_

35 Seller agrees to include in the listing price such of the following items as may be on the property which will be delivered free and clear of encumbrances: all  
36 fixtures; all garden bulbs, plants, shrubs and trees; screen doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and  
37 shutters; central heating and cooling units and attached equipment; water heaters and softener; sump pump; attached or fitted floor coverings; awnings; exterior  
38 attached antennas and component parts; garage door opener and remote control; installed security systems.

39 ADDITIONAL ITEMS INCLUDED IN THE SALE: MICROROLLAW, LIVING ROOM DRAPES, KITCHEN

42 ITEMS NOT INCLUDED IN THE SALE: STOVE, REFRIGERATOR, WASHER, DRYER

45 The street address of the property is: 924 LIBERTY DR  
46 in the VILLAGE of WYEFORST County of DAVE Wisconsin, more particularly described as  
47 LOT 87 LIBERTY LAND

48 LISTED PRICE: SEVENTY SIX THOUSAND AND NO/100 DOLLARS Dollars (\$ 76,000)  
49 MINIMUM EARNEST MONEY \$ 3,000 WITHIN 3 DAYS OF ACCEPTANCE WHICH WILL

50 BE RETAINED BY BROKER IN BROKER'S TRUST ACCOUNT, UNLESS OTHERWISE AGREED BY SELLER AND BUYER.

51 TERMS: Cash at closing or \_\_\_\_\_ OCCUPANCY CHARGE if Seller occupies after closing \$ \_\_\_\_\_ per day

52 ESCROW TO GUARANTEE OCCUPANCY TO BUYER (AND FOR NO OTHER PURPOSE) \$ \_\_\_\_\_

54 CONVEYANCE OTHER THAN WARRANTY DEED, IF ANY: NONE

55 Seller shall, upon payment of the purchase price, convey the property by warranty deed, or other conveyance provided herein, free and clear of all liens and  
56 encumbrances, excepting: municipal and zoning ordinances, recorded assessments for public utilities serving the property, recorded building and use restrictions and  
57 covenants, general taxes levied in the year of closing and \_\_\_\_\_

59 provided none of the foregoing prohibit present use, and Seller shall complete and execute the documents necessary to permit recording the conveyance.  
60 (WARNING: Recorded building and use restrictions and covenants can have material impact on the use of or improvements to the property. Consideration should  
61 also be given to the requirements of DILHR's rental weatherization program if the property will not be occupied by Buyer.)

62 BROKER'S COMMISSION, PAYABLE IN FULL WHEN EARNED, BUT NO LATER THAN AT CLOSING, SHALL BE 7 (SEVEN) %  
63 OF THE FOLLOWING OR \_\_\_\_\_, whichever is greater.

64 (a) The listed price:  
65 (1) If a purchaser is procured in accordance with the terms of this agreement, or,  
66 (2) If the property is exchanged.  
67 (b) The sales price if an offer is accepted which creates an enforceable contract for the sale of all or any part of the property.  
68 (c) The sales price set forth in an option if the option granted is exercised.

69 Within one week from the date of this agreement Seller will provide Broker a written list of all persons whose procurement as purchaser would earn another  
70 broker a commission under a prior listing contract. Broker is not entitled to a commission if the property is sold, exchanged, or optioned to any person on such list,  
71 to the extent of the prior broker's rights, or to any of the following persons designated by Seller: \_\_\_\_\_

73 SPECIAL PROVISIONS: NONE

75 TERM OF CONTRACT: FROM THE 14th DAY OF JANUARY, 1989  
76 UP TO AND INCLUDING MIDNIGHT OF THE 11th DAY OF JUNE, 1989

77 except this Contract is extended through the closing or other termination of any transaction under which Broker earns a commission under lines 3 to 12 hereof for  
78 the purpose of that transaction only.

80 Dated this 14th day of JANUARY, 1989

81 Broker/Firm ANCHOR REAL ESTATE Seller Kathy Dittwiler  
4210 E. WASHINGTON Seller Barbara Dittwiler

82 License MADISON WI 924 LIBERTY DR  
CA JAMES I. NO.

EMIG 4



Property 924 LIBERTY DR DeForest  
 Listing Sales Associate Dannell F. Oles  
 Owner(s) Keith & Paul Dettwiler Bus. Phone \_\_\_\_\_  
 Present address 924 LIBERTY Home Phone \_\_\_\_\_  
 Type of property Home  
 Social Security # \_\_\_\_\_ Social Security # \_\_\_\_\_  
 Title: How held \_\_\_\_\_  
 Abstract \_\_\_\_\_ Title Policy \_\_\_\_\_ Name of Company \_\_\_\_\_  
 Mortgagee \_\_\_\_\_ Approx. Bal. \_\_\_\_\_ Interest Rate \_\_\_\_\_  
 Second Mortgage (or other debt) \_\_\_\_\_  
 Survey? \_\_\_\_\_ Flood Plain? No  
 Joint driveway or easements? No  
 Directions to property \_\_\_\_\_

Components & Conditions

To effectively market and accurately represent the condition of the above property, our sales associate must ask the seller the following questions:

- 1.a) Are there any existing problems with, or defects in, the following components of this property?
- |                        | YES | NO                                  | N/A                                 |                          | YES | NO                                  | N/A                                 |
|------------------------|-----|-------------------------------------|-------------------------------------|--------------------------|-----|-------------------------------------|-------------------------------------|
| Roof                   | ___ | <input checked="" type="checkbox"/> | ___                                 | Plumbing & Fixtures      | ___ | <input checked="" type="checkbox"/> | ___                                 |
| Chimney                | ___ | <input checked="" type="checkbox"/> | ___                                 | Appliances               | ___ | <input checked="" type="checkbox"/> | ___                                 |
| Basement Foundation    | ___ | <input checked="" type="checkbox"/> | ___                                 | Disposal                 | ___ | <input checked="" type="checkbox"/> | ___                                 |
| Heating/Furnace        | ___ | <input checked="" type="checkbox"/> | ___                                 | Vent Fans                | ___ | <input checked="" type="checkbox"/> | ___                                 |
| Air Conditioning       | ___ | ___                                 | <input checked="" type="checkbox"/> | Swimming Pool Components | ___ | ___                                 | <input checked="" type="checkbox"/> |
| Electronic Air Filters | ___ | ___                                 | <input checked="" type="checkbox"/> | Fireplace                | ___ | <input checked="" type="checkbox"/> | ___                                 |
| Humidifiers            | ___ | <input checked="" type="checkbox"/> | ___                                 | Garage Door Opener       | ___ | <input checked="" type="checkbox"/> | ___                                 |
| Water Heaters          | ___ | ___                                 | <input checked="" type="checkbox"/> | Sump Pump                | ___ | ___                                 | <input checked="" type="checkbox"/> |
| Softner                | ___ | <input checked="" type="checkbox"/> | ___                                 | Dead Trees               | ___ | ___                                 | <input checked="" type="checkbox"/> |
| Well/Water System      | ___ | ___                                 | <input checked="" type="checkbox"/> | Ext. Paint/Siding        | ___ | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Septic/Sewer System    | ___ | ___                                 | <input checked="" type="checkbox"/> | Bath & Shower            | ___ | <input checked="" type="checkbox"/> | ___                                 |
| Electrical System      | ___ | <input checked="" type="checkbox"/> | ___                                 | Windows/Storms/Screens   | ___ | <input checked="" type="checkbox"/> | ___                                 |
| Basement Wet           | ___ | <input checked="" type="checkbox"/> | ___                                 | Basement Leaks           | ___ | <input checked="" type="checkbox"/> | ___                                 |
- b) Do you know of any wood rot? No  
 c) What is the age of roof? 3 What is the condition of roof? Good  
 d) Any remodeling or additions that may have changed the original plan? Yes \_\_\_ No   
 e) If there was any remodeling, etc. was it done with the benefit of a building perm Yes \_\_\_ No  Who did the work? \_\_\_\_\_  
 f) Has there ever been a fire? Yes \_\_\_ No  Has there ever been a freeze out? Yes \_\_\_ No   
 g) Has there ever been a flood? Yes \_\_\_ No  Has there ever been a sewer back up? Yes \_\_\_ No   
 h) What type of heating (gas, oil, coal, wood, propane) is in this building? gas  
 i) Any additions to the original installation? Yes \_\_\_ No  If any, was work done by a licensed contractor with benefit of permit? Yes \_\_\_ No   
 j) Number of stacks attached to single flue? 2  
 k) Do you have a woodburning stove, natural fireplace insert, etc.? Yes \_\_\_ No   
 l) Which do you have \_\_\_\_\_. Was it part of the original installation? Yes \_\_\_ No   
 m) If not, was it installed by a licensed contractor with benefit of permit? Yes \_\_\_ No   
 n) If yes on d, f, g, i, explain \_\_\_\_\_

2. Is home insulated? Up Sidewalls  Ceiling  Type of insulation FIBERGLASS  
 Has urea-formaldehyde foam insulation ever been installed in home? No  
 Is it present today? \_\_\_\_\_

3. Are there any unpaid assessments? Yes \_\_\_ No  Explain \_\_\_\_\_

Do you have any notice of any future assessments? Yes \_\_\_ No   
 Do you have any knowledge of any possible contemplated assessments? Yes \_\_\_ No   
 Do you wish to have this property registered for a "Home Warranty" policy? Yes \_\_\_ No   
 Are there any problem areas, including interior and exterior of this property, not covered by the questions above? Yes \_\_\_ No   
 Explain \_\_\_\_\_  
 Are you a licensed real estate agent? No  
 Please list all persons on the title who are not U.S. citizens \_\_\_\_\_  
 Has any work been done in the past 6 months on this home? \_\_\_ yes \_\_\_  no.

I/WE UNDERSTAND THAT THE FOREGOING INFORMATION SHEET IS DESIGNED TO DISCLOSE TO A PROSPECTIVE PURCHASER ALL DEFECTS AND LEGAL ENCUMBRANCES WHICH INFORMATION WOULD BE OF USE TO A PROSPECTIVE PURCHASER IN MAKING A DECISION TO PURCHASE THIS PROPERTY. I/WE AGREE TO PROMPTLY NOTIFY ANCHOR REAL ESTATE SERVICES IN THE EVENT ADDITIONAL INFORMATION COMES TO MY/OUR ATTENTION OR IF ANY MATERIAL CHANGES OCCUR IN THE CONDITION OF THIS PROPERTY.

Dated: 1-14-89 Seller \_\_\_\_\_ Seller \_\_\_\_\_

I/WE ACKNOWLEDGE RECEIPT OF THIS SELLER'S PROPERTY DISCLOSURE STATEMENT, INCLUDING ADDITIONAL EXPLANATIONS, IF ANY, ATTACHED HERETO.

EXHIBIT 5

Dated: 1-14-89 Seller: Keith Dettwiler Purchaser: \_\_\_\_\_

WB-11 RESIDENTIAL OFFER TO PURCHASE

1 Sun Prairie, Wisconsin, January 28th, 1989  
2 THE BROKER DRAFTING THIS OFFER IS THE AGENT OF (SELLER) (~~BROKER/BUYER~~) as applicable)  
3 IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES  
4 SHOULD READ THIS DOCUMENT CAREFULLY AND UNDERSTAND IT BEFORE SIGNING.

5 The undersigned Buyer, John H. and Victoria L. Mueller (Husband and Wife)  
6 hereby offers to purchase the property known as (Street Address) 924 Liberty Drive  
7 in the Village of DeForest, County of Dane, Wisconsin,  
8 more particularly described as: Liberty Land, Lot 87

9  
10 at the price of Seventy-Four Thousand Dollars ----- Dollars (\$74,000.00)

11 and on the terms and conditions as follows:

12 Earnest money of \$ 500.00 ----- in the form of Check ~~to be paid with the other additional amount~~  
13 ~~to be paid with the other additional amount~~ to be paid upon ~~upon~~ acceptance of this offer or  
14 and the balance in cash at closing.

15 Failure of Buyer to make earnest money payment as provided voids offer at Seller's option. Earnest money, if held by broker, shall  
16 be held in selling broker's trust account prior to acceptance of offer and thereafter in listing broker's trust account until applied to  
17 the purchase price at closing or disbursed as provided herein or permitted by law

18 TIME IS OF THE ESSENCE AS TO: ADDITIONAL EARNEST MONEY PAYMENT, ACCEPTANCE, LEGAL POSSESSION,  
19 OCCUPANCY, DATE OF CLOSING AND AS TO ALL DATES INSERTED IN THIS OFFER EXCEPT: \_\_\_\_\_

20  
21 THE BUYER'S OBLIGATION TO CONCLUDE THIS TRANSACTION IS CONDITIONED UPON THE CONSUMMATION  
22 OF THE FOLLOWING: (If none, so state.)

23 This offer is contingent upon the buyer obtaining a first mortgage in the amount of 80%  
24 of the purchase price with an initial interest rate of not more than 10% per annum,  
25 amortized over not less than 30 years, with initial monthly principal and interest payments  
26 of not more than \$531.00. The mortgage note shall be for a period of not less than 30  
27 years. Buyers agree to pay all cost of securing financing. Mortgage shall have no  
28 prepayment penalty. A copy of the lenders commitment letter shall be forwarded to the  
29 seller within 25 working days from acceptance of this offer. If any of the contingencies  
30 in this offer cannot be met then this offer shall be null and void and the earnest money  
31 returned to the buyer and the buyer shall be deemed to have released any interest in the  
32 property. This offer further subject to buyer, at buyers expense, obtaining within 14  
33 days of acceptance of this offer a satisfactory report from a home inspection service  
34 or a person of buyers choice. If buyer receives an unsatisfactory report in buyers  
35 sole discretion, then upon written notice thereof to seller, this offer shall be null  
36 and void and all earnest money paid hereunder shall be returned forthwith to buyer  
37 This offer further subject to a successful closing of the buyers property located at  
38 245 N. Grandview, Waukesha, Wisconsin 53188 to Travelers Relocation Company on or before  
39 March 10th, 1989

40  
41 Buyer agrees that unless otherwise specified, Buyer will, in good faith, pay all costs of securing any financing to the extent  
42 permitted by law, and will perform all acts necessary to expedite such financing.

43 Included in the purchase price are such of the following items as may be on the property on the date of this offer, which will be  
44 delivered free and clear of encumbrances: all fixtures; all garden bulbs, plants, shrubs and trees; screen doors and windows;  
45 electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and  
46 attached equipment; water heaters and softener; sump pump; attached or fitted floor coverings; awnings, exterior attached  
47 antennas and component parts; garage door opener and remote control; installed security systems.

48 ADDITIONAL ITEMS INCLUDED IN THE SALE: Fireplace equipment and accessories, Dishwasher, All  
49 window coverings, Microwave, Range/Oven.

50  
51 ITEMS NOT INCLUDED IN THE SALE: \_\_\_\_\_

52  
53  
54 Seller shall, upon payment of the purchase price, convey the property by warranty deed, or other conveyance provided herein,  
55 free and clear of all liens and encumbrances, excepting: municipal and zoning ordinances, recorded easements for public utilities  
56 serving the property, recorded building and use restrictions and covenants, general taxes levied in the year of closing and  
57 \_\_\_\_\_, provided none of the foregoing prohibit present use.  
58 and shall complete and execute the documents necessary to record the conveyance. (WARNING: Recorded building and use  
59 restrictions and covenants can have material impact on the use of or improvements to the property.)

60 (Buyer) (Seller) will be responsible for compliance with DILHR's rental weatherization program requirements unless this  
61 transaction is exempt from the requirements because it is residential property of 1 to 4 units which will be occupied by the  
62 purchaser for at least one year after transfer or otherwise exempt because Residential property.

63 \_\_\_\_\_ (Strike as applicable.)

64 This offer is binding upon both parties only if a copy of the accepted offer is deposited, postage or fees prepaid, in the U.S. mail  
65 or a commercial delivery system, addressed to Buyer at 1633 W. Main St., Sun Prairie, Wis. 53590  
66 or by personal delivery of the accepted offer to Buyer on or before January 29th, 1989 (6 p.m.)  
67 Otherwise, this offer is void and all earnest money shall be promptly returned to Buyer.

68 This transaction is to be closed at the office of Buyer's mortgagee or at the office of To be determined  
69 on or before March 10th, 1989, 19 \_\_\_\_\_ or at such other time and place as may be agreed in writing.

70 Legal possession of property shall be delivered to Buyer on date of closing.

71 It is understood the property is now occupied by Sellers  
72 under (oral lease) (written lease), which terms are: N/A

73  
74 Occupancy of Promises shall be given to Buyer on Date of Closing (3:00 p.m.)

75 If Seller is permitted to occupy property after closing, Seller shall prepay occupancy charge of \$ \_\_\_\_\_ per day, which  
76 (shall) (shall not) be refundable based on actual occupancy.

77 The sum of \$ \_\_\_\_\_ shall be withheld from the purchase price to be escrowed with \_\_\_\_\_

78  
79 to guarantee delivery of occupancy to Buyer AND FOR NO OTHER PURPOSE, which sum upon Seller's failure to deliver  
80 occupancy shall be paid to Buyer as liquidated damages or returned to Seller if occupancy is delivered to Buyer on the agreed date.

EXHIBIT 6 8479

81 (Seller warrants) (Map dated \_\_\_\_\_ indicates) the property ~~is~~ (is not) located in a flood plain (Strike as appli  
82 Seller warrants and represents to Buyer that Seller has no notice or knowledge of any:  
83 (a) planned or commenced public improvements which may result in special assessments or otherwise materially alle  
84 property.  
85 (b) government agency or court order requiring repair, alteration or correction of any existing condition  
86 (c) underground storage tanks or any structural, mechanical, or other defects of material significance affecting the prc  
87 including but not limited to inadequacy for normal residential use of mechanical systems, waste disposal systems and  
88 unsafe well water according to state standards, and the presence of any dangerous or toxic materials or cond  
89 affecting the property  
90 (d) wetland and shoreland regulations affecting the property (Caution, see maps).  
91 EXCEPTIONS TO WARRANTIES AND REPRESENTATIONS STATED IN LINES 81 to 90 NONE

92 \_\_\_\_\_  
93 \_\_\_\_\_  
94 \_\_\_\_\_  
95 The following items shall be prorated as of the day of closing: general taxes, rents, water and sewer use charges, homeow  
96 association assessments, fuel, and \_\_\_\_\_  
97 Any income, taxes, or expenses through the day of closing accrue to Seller.

98 General taxes shall be prorated at the time of closing based on the net general taxes for the current year, if known, other  
99 on the net general taxes for the preceding year.

100 CAUTION: If property has not been fully assessed for tax purposes, or reassessment is completed or pending, tax proration  
101 be on the basis of \$ \_\_\_\_\_ estimated annual tax.

102 Special assessments, if any, for work on site actually commenced or levied prior to date of this offer shall be paid by Seller  
103 other special assessments shall be paid by Buyer. (Caution: Consider a special agreement if area assessments or homeowr  
104 association assessments are contemplated.)

105 Seller shall provide to Buyer at Seller's expense at least three (3) business days before closing, ~~Seller's~~ \_\_\_\_\_

106 ~~An abstract of title prepared by an attorney or abstract company for xxx~~

107 2. A commitment from a title insurance company licensed in Wisconsin to issue title insurance in the amo  
108 of the purchase price upon recording of proper documents;

109 showing title to the property as of a date no more than 15 days before such title proof is provided to Buyer to be in the condi  
110 called for in this offer, and further subject only to liens which will be paid out of the proceeds of the closing and standard  
111 insurance exceptions or abstract certificate limitations, as appropriate. Buyer shall notify Seller of any valid objection to title  
112 writing by closing. Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and closing shall  
113 extended as necessary for this purpose.

114 If this offer provides for a land contract, prior to execution of the land contract Seller shall provide the same evidence of title  
115 required above and written proof, at or before execution, that the total underlying indebtedness, if any, is not in excess of  
116 proposed balance of the land contract, and that the payments on this land contract are sufficient to meet all of the obligations  
117 Seller on the underlying indebtedness.

118 If the transaction fails to close and the parties fail to agree on the disposition of earnest money, then earnest money held  
119 broker shall be disbursed as follows:

120 1. To Buyer, unless Seller notifies Buyer and broker in writing no later than 15 days after the earlier of the Buyer's writt  
121 demand for return of the earnest money or the date set for closing, that Seller elects to consider the earnest money  
122 liquidated damages or partial payment for specific performance.

123 2. To Seller, subject to amounts payable to broker, provided the above notice is given and neither party commences a laws  
124 on this matter within 30 days after receipt of the notice.

125 In making the disbursement, the broker shall follow procedures in Section RL 18.09(4), Wis. Adm. Code.

126 Disbursement of earnest money does not determine the legal rights of the parties in relation to this agreement.

127 Both parties agree to hold the Broker harmless from any liability for good faith disbursement of earnest money in accordanc  
128 with this agreement or present Department of Regulation and Licensing regulations concerning earnest money.

129 If the property is damaged by fire or elements prior to time of closing in an amount of not more than five per cent of the sellin  
130 price, Seller shall be obligated to repair the property and restore it to the same condition that it was on the date of this offer. If suc  
131 damage shall exceed such sum, this contract may be cancelled at option of Buyer. Should Buyer elect to carry out this agreemer  
132 despite such damage, Buyer shall be entitled to the insurance proceeds relating to damage to property, however, if this sale is b  
133 land contract or a mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of restoring the property.

134 SPECIAL PROVISIONS: \_\_\_\_\_  
135 \_\_\_\_\_  
136 \_\_\_\_\_  
137 \_\_\_\_\_  
138 \_\_\_\_\_  
139 \_\_\_\_\_

140 Seller and Buyer agree to act in good faith and use diligence in completing the terms of this agreement. This agreement binds  
141 and inures to the benefit of the parties to this agreement and their successors in interest.

142 (X) John H. Mueller (Buyer) (X) Victoria D. Mueller (Buyer)  
143

144 Buyer's Social Security No. (X) 397-46-4436 Buyer's Social Security No. (X) 325-42-617

145 THIS OFFER IS HEREBY ACCEPTED. THE WARRANTIES AND REPRESENTATIONS MADE  
146 HEREIN SURVIVE THE CLOSING OF THIS TRANSACTION. THE UNDERSIGNED HEREBY AGREES  
147 TO SELL AND CONVEY THE ABOVE-MENTIONED PROPERTY ON THE TERMS AND CONDITIONS  
148 AS SET FORTH AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

149 Dated: \_\_\_\_\_, 19\_\_\_\_ (Seller)  
150

151 Offer is rejected (Seller initial.) \_\_\_\_\_ Seller's Social Security No. \_\_\_\_\_

152 Offer is countered (Seller initial.) RP \_\_\_\_\_ (Seller)  
153

154 Seller's Social Security No. \_\_\_\_\_

155 This offer was drafted by (Licensee and firm) L. J. Meyer/Anchor Real Estate Services, Inc.

156 It was presented to Seller by Walter J. Miller on 1/29, 1989 at 9:00 a.m.

157 EARNEST MONEY RECEIPT

158 Broker acknowledges receipt of initial earnest money as per line 12 of the above offer.

159 \_\_\_\_\_ Broker

160 (By) \_\_\_\_\_  
161

COUNTER-OFFER

1 The Offer to Purchase dated JANUARY 23, 1989  
2 and signed by Buyer, JOHN H. and VICTORIA L. MUELLER  
3 for purchase of real estate at 929 LIBERTY DR DEFOREST  
4 is countered. All terms and conditions to remain the same as stated on the Offer to Purchase except the following:  
5  
6 1. PRICE SHALL BE \$76,000  
7  
8 2. THIS OFFER IS PRIMARY  
9  
10 3. All other Contingencies remain the same  
11  
12  
13  
14  
15  
16

17 Seller agrees to sell and convey the above property on the terms and conditions as set forth in this Seller's Counter-Offer and acknowledges  
18 receipt of a copy of it. The warranties and representations made in this Counter-Offer survive the closing of this transaction.

19 This Counter-Offer must be accepted on or before 1-30-89 6:00 P.M. (TIME IS OF THE ESSENCE)  
20 and it shall not become binding upon Seller until a copy of the accepted Counter-Offer is deposited, postage prepaid, in the United States mails,  
21 addressed to Seller at 4210 E. WASHINGTON AVE MADISON or by personal  
22 delivery thereof to Seller.

23 Dated: 1/29/89  
24 [Signature] (Seller)  
25 [Signature] (Seller)  
26 Name of licensee who negotiated above Counter-Offer

27 The above Counter-Offer is hereby (accepted) (countered). If countered, all terms and conditions to remain the same as stated on the Offer  
28 to Purchase and not to include any of the terms on the above or any other Counter-Offer except the following:  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40

41 This Buyer's Counter-Offer must be accepted on or before \_\_\_\_\_ (TIME IS OF THE ESSENCE)  
42 and it shall not become binding upon Buyer until a copy of the accepted Counter-Offer is deposited, postage prepaid, in the United States mails,  
43 addressed to Buyer at 1633 W. MAIN ST, Sun Prairie, Wis 53590 or by personal  
44 delivery thereof to Buyer.

45 Dated: January 30, 1989  
46 [Signature] (Buyer)  
47 L. J. Vinyer / American Real Estate  
48 Name of licensee who negotiated above Counter-Offer

49 Buyer's above Counter-Offer is hereby accepted. If Seller is not accepting Buyer's Counter-Offer, Seller should not sign below. Seller may  
50 counter on a new Counter-Offer form.

51 Dated: \_\_\_\_\_ (Seller)  
52 \_\_\_\_\_ (Seller)  
53 \_\_\_\_\_ (Seller)  
54 Name of licensee who negotiated above Counter-Offer

THIS COUNTER-OFFER SHOULD BE ATTACHED TO THE OFFER TO PURCHASE.



EXHIBIT 7

8479

COUNTER-OFFER

1 The Offer to Purchase dated JANUARY 23, 1989  
2 and signed by Buyer, JOHN H. and VICTORIA L. MUELLER  
3 for purchase of real estate at 924 LIBERTY DR DEFOREST  
4 is countered. All terms and conditions to remain the same as stated on the Offer to Purchase except the following:

- 5 1. PRICE SHALL BE \$76,000
- 6
- 7 2. THIS OFFER IS PRIMARY
- 8
- 9 3. All other contingencies remain the same
- 10
- 11
- 12
- 13
- 14
- 15
- 16

17 Seller agrees to sell and convey the above property on the terms and conditions as set forth in this Seller's Counter-Offer and acknowledges receipt of a copy of it. The warranties and representations made in this Counter-Offer survive the closing of this transaction.

19 This Counter-Offer must be accepted on or before 1-30-89 6:00 P.M. (TIME IS OF THE ESSENCE)  
20 and it shall not become binding upon Seller until a copy of the accepted Counter-Offer is deposited, postage prepaid, in the United States mails,

21 addressed to Seller at 4210 E. WASHINGTON AVE MADISON or by personal  
22 delivery thereof to Seller.

23 Dated: 1/29/89  
24 Donnell W. Fuller  
25  
26 Name of licensee who negotiated above Counter-Offer

Barbara Dettmer  
By name of Seller's agent  
(X) Barbara Dettmer  
(Seller)

27 The above Counter-Offer is hereby accepted (accepted/countered). If countered, all terms and conditions to remain the same as stated on the Offer  
28 to Purchase and not to include any of the terms on the above or any other Counter-Offer except the following:

29 \_\_\_\_\_  
30 \_\_\_\_\_  
31 \_\_\_\_\_  
32 \_\_\_\_\_  
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34 \_\_\_\_\_  
35 \_\_\_\_\_  
36 \_\_\_\_\_  
37 \_\_\_\_\_  
38 \_\_\_\_\_  
39 \_\_\_\_\_  
40 \_\_\_\_\_



11 This Buyer's Counter-Offer must be accepted on or before \_\_\_\_\_ (TIME IS OF THE ESSENCE)  
12 and it shall not become binding upon Buyer until a copy of the accepted Counter-Offer is deposited, postage prepaid, in the United States mails,

13 addressed to Buyer at 1633 W. MAIN ST, SUN PRAIRIE, WIS 53590 or by personal  
14 delivery thereof to Buyer.

15 Dated: January 30, 1989  
16  
17 L. J. Vinzen / Anchor Real Estate  
18 Name of licensee who negotiated above Counter-Offer

John H. Mueller  
(Buyer)

19 Buyer's above Counter-Offer is hereby accepted. If Seller is not accepting Buyer's Counter-Offer, Seller should not sign below. Seller may  
20 counter on a new Counter-Offer form.

21 Dated: \_\_\_\_\_  
22 \_\_\_\_\_ (Seller)  
23 \_\_\_\_\_  
24 Name of licensee who negotiated above Counter-Offer \_\_\_\_\_ (Seller)



EAST TOWNE  
4210 E WASHINGTON AVENUE  
MADISON, WI 53704  
BUS. (608) 241-6666

WEST TOWNE  
333 S. WESTFIELD ROAD  
MADISON, WI 53717  
BUS. (608) 829-3700

SUN PRAIRIE  
1633 W. MAIN STREET  
SUN PRAIRIE, WI 53590  
BUS. (608) 257-7066, 837-7345

MIDDLETON  
8622 UNIVERSITY AVENUE  
MIDDLETON, WI 53562  
BUS. (608) 831-HOME

VERONA  
420 W. VERONA AVENUE  
VERONA, WI 53583  
BUS. (608) 845-8889

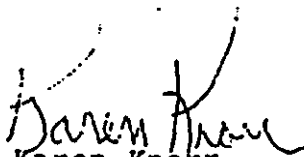
CORPORATE (808) 241-1999  
RELOCATION (808) 241-5912  
COMMERCIAL INVESTMENT (808) 241-9200  
4210 E. WASHINGTON AVENUE  
MADISON, WI 53704

December 22, 1988

Anderson Construction  
5510 Whalen Rd  
Madison, Wi

Subject: Concessions recieved

Per the above subject Anchor recieved \$13,800 for concession and repairs for 5780 Lacy Rd. in agreement of buyout of Diane Ebersberger on December 22, 1988.

  
Karen Knorr  
Vice President





STATE OF WISCONSIN

CIRCUIT COURT  
Branch 5

COUNTY OF DANE

ORIGINAL

VERNE A. ANDERSON  
and  
MARIANNE ANDERSON,  
d/b/a ANDERSON CONSTRUCTION,

Plaintiffs,

vs.

DARRELL FULLER  
and  
RONALD STAUTER,  
d/b/a REMAX ASSOCIATES,

Defendants.

ORIGINAL

TRANSCRIPT OF  
EXCERPT OF PROCEEDINGS

91CV0132

PROCEEDINGS: City-County Building, Madison; October 2, 1991

PRESIDING: Honorable ROBERT R. PEKOWSKY, Circuit Court Judge

APPEARANCES: Plaintiffs in person and by JOHN A. KASSNER,  
Attorney, of Kassner Law Offices;

Defendant Fuller in person;

Defendant Stauter by BRUCE D. HUIBREGTSE,  
Attorney, of Stafford, Rosenbaum, Rieser &  
Hansen.

Donald P. Manthey,  
Official Reporter

(Computer-Aided Transcription by XSCRIBE)

CIRCUIT COURT

OCT 5 11 40 AM '91

DANE COUNTY, WI

EXHIBIT - 4

1 I -- the cross claim in there, because I don't know that  
2 much about the legality of the thing. I didn't realize  
3 that I had to respond to that thing in 20 days. So I  
4 didn't respond to it.

5 And I would still like a chance to respond to  
6 it. And I can respond to it.

7 The letter that I received, and the thing --  
8 I didn't realize that I had to respond back to Mr.  
9 Stauter's attorney.

10 THE COURT: Do you acknowledge receiving that?

11 DEFENDANT FULLER: Yes, I do.

12 But I read through the thing, and I didn't  
13 realize that I'd have to respond to the Cross Claim.

14 THE COURT: And what is your profession, for the  
15 record?

16 DEFENDANT FULLER: A real estate agent.

17 THE COURT: And how long have you been in this  
18 business?

19 DEFENDANT FULLER: Seven years.

20 THE COURT: Seven years.

21 What is your level of education?

22 DEFENDANT FULLER: I graduated from the University  
23 of Wisconsin, in computer science.

24 THE COURT: When you received this material, when  
25 it was served upon you, did you read it?

STATE OF WISCONSIN

CIRCUIT COURT

DANE COUNTY

=====

VERNE A. ANDERSON and  
MARIANNE ANDERSON  
d/b/a ANDERSON CONSTRUCTION,

Plaintiffs,

- vs -

Case No. 91-CV-132

DARRELL FULLER

and

RONALD STAUTER  
d/b/a REMAX ASSOCIATES,

Defendants.

=====

Deposition of:

DARRELL FULLER

=====

Date: Thursday, April 16, 1992

Time: 9:15 o'clock a.m.

Reported by NANCY J. MCCUTLEY

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PROFESSIONAL REPORTERS

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I N D E X

<u>Exhibits Nos.:</u>	<u>Page</u>
56 - Residential listing contract dated 7-26-89. . . . .	37
57 - Offer to purchase dated 7-26-89 . . . . .	98
<u>Items Requested:</u>	<u>Page</u>
1) Darrell Fuller's 1989 appointment book. . . . .	27
2) Darrell Fuller's files relating to any transactions involving the Andersons. . . . .	32
3) RE/MAX Associates policies and procedures manual.	40
4) Wolfgram file previously provided to Roger Boettcher . . . . .	102

= = = = =

DEPOSITION of DARRELL FULLER, a witness in the above-entitled action, taken at the instance of the plaintiffs, under the provisions of Chapter 804 of the Wisconsin Statutes, pursuant to stipulation, before NANCY J. McCULLEY, a Notary Public in and for the State of Wisconsin, at the Kassner Law Offices, 6629 University Avenue, in the City of Middleton, County of Dane, and State of Wisconsin, on April 16, 1992, commencing at 9:15 o'clock a.m.

1           Andersons?

2           A    Mr. Farrell was their banker.

3           Q    Why did he introduce you to them?

4           A    I did lots of loans through him, and I had known him

5           primarily because he --

6           Q    By loans, you had borrowed money?

7           A    No.

8           Q    Had you ever borrowed money from that bank?

9           A    No.

10          Q    Did you owe money at that time when you were introduced

11          to the Andersons?

12          A    No.

13          Q    What is your educational background?

14          A    I got high school and two and a half years of college.

15          Q    And where did you go to college?

16          A    Started at the University of Wisconsin until I got

17          drafted.

18          Q    And which campus of the University of Wisconsin?

19          A    Here.

20          Q    Madison?

21          A    Madison.

22          Q    Okay.

23          A    And then I got drafted, and I did some stuff for the

24          University of Maryland Extension, never continued.

25          Q    Okay. What years did you attend the University of

1 Wisconsin?

2 A Let's see, it would have been '65 and '66.

3 Q Okay.. When did you graduate from high school?

4 A '64.

5 Q '64. Where did you go to high school?

6 A Poynette.

7 Q When you went to the university in '65 and '66, what  
8 was your major?

9 A I started out to be in computer science.

10 Q Okay. When you say you started out, where did you go?

11 A That's what I meant to do.

12 Q So that's what you were working on the two years you  
13 were there?

14 A Right, right.

15 Q And you said you quit and went to the University of  
16 Maryland?

17 A Extension, through the United States Army. They had an  
18 extension thing that I did while I was in the service.

19 Q Was it a correspondence program?

20 A Right, right.

21 Q What years would that have been?

22 A I think when I was in the service it would have been  
23 '67, '68.

24 Q And ~~how~~ how many courses did you take through the  
25 University of Maryland?

1 1 A One.

2 2 Q How many credits was it?

3 3 A Three.

2 4 Q What course was it?

5 5 A Excuse me?

6 6 Q I'm sure the reporter would appreciate that you allow

7 7 me to finish asking the question before you answer it.

8 8 A True.

9 9 Q And I think she would also appreciate it if both of us

10 10 slowed down a little. What course was it, do you

11 11 remember?

12 12 A I believe it was a history course.

13 13 Q Okay. Did you complete that course?

14 14 A Yeah.

15 15 Q Did you attend college after that one course?

16 16 A No.

17 17 Q Okay. Do you recall what your grades were when you

18 18 were at the UW-Madison?

19 19 A Cs.

20 20 Q Cs. About a two-point average?

21 21 A Little over two-point.

22 22 Q Okay. And you're pretty sure the years were '65 and

23 23 '66?

24 24 A I believe so.

25 25 Q Okay. What training have you had for the sale of real

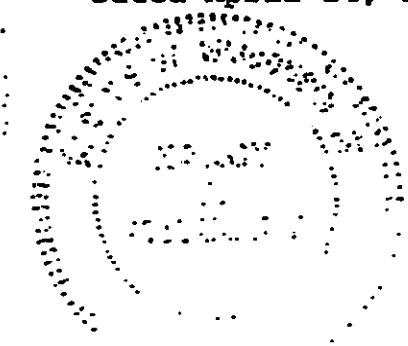
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STATE OF WISCONSIN )  
COUNTY OF DANE )

I, NANCY J. McCULLEY, a Notary Public in and for the State of Wisconsin, do hereby certify that the above deposition was taken before me at the Kassner Law Offices, 6629 University Avenue, in the City of Middleton, in said County and State, on April 16, 1992, commencing at 9:15 o'clock a.m.; that it was taken at the request of the plaintiffs, upon verbal interrogatories; that it was taken in shorthand by me, a competent court reporter and disinterested person, approved by all parties in interest, and thereafter reduced to writing by me using computer-aided transcription by me; that said deposition is a true record of the deponent's testimony; that said deposition is to be used in the above-entitled action now pending in Circuit Court; that the appearances were as shown on Page 2 of the deposition; that reading and signing was not requested; that the said DARRELL FULLER, before examination, was sworn by me to testify the truth, the whole truth, and nothing but the truth relative to said cause.

Dated April 24, 1992.



*Nancy J. McCulley*  
Notary Public, State of Wisconsin





Tommy G. Thompson  
Governor

Marlene A. Cummings  
Secretary

1400 E. WASHINGTON AVENUE  
P.O. BOX 8935  
MADISON, WISCONSIN 53708  
608266-2112

RECORDS CUSTODIAN CERTIFICATION

RE: 90 REB 168

I, Linda Struck, Program Assistant and Records Custodian for the original records of individual admissions and enrollments to the University of Wisconsin, Madison, Wisconsin campus do hereby certify that our records show that no one by the name of Darrell W. Fuller (DOB 10/13/46) has ever been enrolled or admitted into the University of Wisconsin, Madison, Wisconsin campus. My records pertain only to the University of Wisconsin, Madison, Wisconsin campus and not the other 13 campuses within the Wisconsin educational system.

*Linda Struck*, Program Assistant  
Linda Struck, Program Assistant  
Record Certification

Subscribed and sworn to before me this  
*27th* day of *January*, 1994.

*Maureen G. Mahoney*  
Notary Public  
State of Wisconsin  
My Commission *3/24/90*

GMS:lmf  
T-BOTS44

EXHIBIT 6



Tommy G. Thompson  
Governor

Marlene A. Cummings  
Secretary

1400 E. WASHINGTON AVENUE  
P.O. BOX 8935  
MADISON, WISCONSIN 53708  
608266-2112

RECORDS CUSTODIAN CERTIFICATION

RE: 90 REB 168

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Linda Struck, Program Assistant  
Linda Struck, Program Assistant  
Record Certification

Subscribed and sworn to before me this  
27th day of January, 1994.

Margie G. Mahler

Notary Public  
State of Wisconsin  
My Commission 3/24/90

GMS:lmf  
T-BOT544

EXHIBIT 6

**STATE OF WISCONSIN  
BEFORE THE REAL ESTATE BOARD**

---

**IN THE MATTER OF THE DISCIPLINARY  
PROCEEDINGS AGAINST**

**DARRELL W. FULLER,**

**90 REB 168**

**Respondent.**

---

**STIPULATION**

---

It is hereby stipulated between Darrell W. Fuller, personally and represented by Dunn Law Offices by Daniel P. Dunn, and Gerald M. Scanlan, attorney for the Wisconsin Department of Regulation and Licensing, Division of Enforcement, as follows that:

1. This Stipulation is entered into as the result of an investigation and a formal complaint having been filed arising out of Darrell W. Fuller's licensure by the Division of Enforcement. Darrell W. Fuller consents to the resolution of this action and without a formal hearing.
2. Darrell W. Fuller understands that by the signing of this Stipulation he voluntarily and knowingly waives his rights, including: The right to a hearing on the allegations against him, at which time the state has the burden of proving these allegations by a preponderance of the evidence; the right to confront and cross-examine the witnesses against him; the right to call witnesses on his behalf and to

compel their attendance by subpoena; the right to testify himself; the right to file objections to any proposed decisions and to present briefs or oral arguments to the officials who are to render the final decision; the right to petition for rehearing; and all other applicable rights afforded to him under the United States Constitution, the Wisconsin Constitution, the Wisconsin Statutes, and the Wisconsin Administrative Code.

3. Darrell W. Fuller has retained the service of Dunn Law Offices and Attorney Daniel P. Dunn and has obtained legal advice prior to signing this Stipulation.

4. Darrell W. Fuller agrees to the adoption of the attached Findings of Facts, Conclusions of Law, Final Decision, and Order by the Real Estate Board. The parties to the Stipulation consent to the entry of the attached Final Decision and Order without further notice, pleading, appearance, or consent of the parties. Respondent waives all rights to any appeal of the Board's Order if adopted in the form as attached.

5. If the terms of this Stipulation are not acceptable to the Board, the parties shall not be bound by the contents of this Stipulation and the matter shall be returned to the Division of Enforcement for further proceedings. In the event that this Stipulation is not accepted by the Real Estate Board, the parties agree not to contend

that the Board has been prejudiced or biased in any manner by the consideration of this attempted resolution.

6. The parties to this Stipulation agree that the attorney for the Division of Enforcement and the member of the Real Estate Board assigned as an advisor in this investigation may appear before the Real Estate Board for the purposes of speaking in support of this agreement and answering questions that the members of the Board may have in connection with the deliberations on this Stipulation.

7. The Division of Enforcement joins Darrell W. Fuller in recommending the Real Estate Board adopt this Stipulation and issue the attached Final Decision and Order.

11/8/95  
Date

Darrell W. Fuller  
Darrell W. Fuller

**DUNN LAW OFFICES**

11/8/95  
Date

Daniel P. Dunn  
Daniel P. Dunn  
Attorney for Respondent  
State Bar No. 01005449  
Suite 100, 330 East Wilson Street  
Madison, WI 53703  
(608) 255-2277

**WISCONSIN DEPARTMENT OF  
REGULATION AND LICENSING**

12/18/95  
Date

Gerald M. Scanlan  
Gerald M. Scanlan  
Attorney for Division of  
Enforcement  
State Bar No. 1006500  
1400 East Washington Avenue  
Madison, WI 53708-8935  
(608) 266-9813

d:\misc\fuller\stip

# Department of Regulation & Licensing

State of Wisconsin

P O. Box 8935, Madison, WI 53708-8935  
(608)

TTY# (608) 267-2416, hearing or speech  
TRS# 1-800-947-3529, impaired only

## GUIDELINES FOR PAYMENT OF COSTS AND/OR FORFEITURES

On JANUARY 25, 1996, the REAL ESTATE BOARD  
took disciplinary action against your license. Part of the discipline was an assessment of costs and/or a  
forfeiture.

The amount of the costs assessed is: \$3,500.00 Case #: 90 REB 168

The amount of the forfeiture is: \_\_\_\_\_ Case #: \_\_\_\_\_

Please submit a check or a money order in the amount of \$ 3,500.00

The costs and/or forfeitures are due: \_\_\_\_\_

NAME: DARRELL W. FULLER LICENSE NUMBER: 27169

STREET ADDRESS: 783 KATHERINE DRIVE

CITY: SUN PRAIRIE STATE: WI ZIP CODE: 53590

Check whether the payment is for costs or for a forfeiture or both:

COSTS  FORFEITURE

Check whether the payment is for an individual license or an establishment license:

INDIVIDUAL  ESTABLISHMENT

If a payment plan has been established, the amount due monthly is:

\_\_\_\_\_

Make checks payable to:

**DEPARTMENT OF REGULATION AND LICENSING  
1400 E. WASHINGTON AVE., ROOM 141  
P.O. BOX 8935  
MADISON, WI 53708-8935**

#2145 (4/95)

Ch. 440.22, Stats.

**For Receipting Use Only**

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## NOTICE OF APPEAL INFORMATION

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---

**Notice Of Rights For Rehearing Or Judicial Review, The Times Allowed For Each, And The Identification Of The Party To Be Named As Respondent.**

**Serve Petition for Rehearing or Judicial Review on:**

STATE OF WISCONSIN REAL ESTATE BOARD

---

1400 East Washington Avenue

P.O. Box 8935

Madison, WI 53708.

**The Date of Mailing this Decision is:**

January 26, 1996

---

### **1. REHEARING**

Any person aggrieved by this order may file a written petition for rehearing within 20 days after service of this order, as provided in sec. 227.49 of the *Wisconsin Statutes*, a copy of which is reprinted on side two of this sheet. The 20 day period commences the day of personal service or mailing of this decision. (The date of mailing this decision is shown above.)

A petition for rehearing should name as respondent and be filed with the party identified in the box above.

A petition for rehearing is not a prerequisite for appeal or review.

### **2. JUDICIAL REVIEW.**

Any person aggrieved by this decision may petition for judicial review as specified in sec. 227.53, *Wisconsin Statutes* a copy of which is reprinted on side two of this sheet. By law, a petition for review must be filed in circuit court and should name as the respondent the party listed in the box above. A copy of the petition for judicial review should be served upon the party listed in the box above.

A petition must be filed within 30 days after service of this decision if there is no petition for rehearing, or within 30 days after service of the order finally disposing of a petition for rehearing, or within 30 days after the final disposition by operation of law of any petition for rehearing.

The 30-day period for serving and filing a petition commences on the day after personal service or mailing of the decision by the agency, or the day after the final disposition by operation of the law of any petition for rehearing. (The date of mailing this decision is shown above.)