GOWEY ABSTRACT & TITLE COMPANY, INC.

www.goweytitle.com • (800) 673-8710

60 YEAR STAGE II OWNERSHIP AND ENCUMBRANCE REPORT

Ms. Ruth Johnson Wisconsin Department of Transportation 944 Vanderperren Way Green Bay, WI 54304 (920) 492-2386 ruth.johnson@dot.wi.gov

RE:

Project No. 4640-06-00

STH 28 - 14th St., City of Sheboygan, Sheboygan County

Parcel 6

As requested, I have examined the real estate records in and to the following Sheboygan County lands:

Lots 17 and 18, Block 111 of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded Plat thereof.

For Informational Purposes Only, the above-described lands are designated with the following:

Tax ID Number(s):

59281500130

Title to said real estate is vested in HARMONY BAR, LLC, a Wisconsin Limited Liability Company, free and clear of all liens, judgments, mortgages, unpaid real estate taxes, and other encumbrances, EXCEPT:

- 1. 2012 Real Estate Taxes in the amount of \$3,484.97 Paid in Full.
- Highway Easement recorded as Document No. 886631.
- Encroachment Easement recorded as Document No. 1421850.
- 4. Stipulation Agreement recorded as Document No. 1930981.
- 5. Mortgage recorded as Document No. 1930982.
- 6. Any lien or encumbrance not recorded or filed in the offices of the Register of Deeds, Treasurer, or Clerk of Circuit Court.

Certified through August 2, 2013 at 4:30 P.M.

GOWEY ABSTRACT & TITLE COMPANY, INC.

Michael S. Brandner

JKM/ejb

Parcel 6

State Bar of Wisconsin Form 5-2003 PERSONAL REPRESENTATIVE'S DEED

1930980

Document Number	Docum	nent Name	SHEBOYGAN COUNTY, WI RECORDED ON
THIS DEED, made between	Ruby L. Brock		09/29/2011 11:40 AM ELLEN R. SCHLEICHER REGISTER OF DEEDS
as Personal Representative of the estate of Reuben R, Mertz			RECORDING FEE: 30.00 TRANSFER FEE: 480.00
("Grantor," whether one or m	Liability Compa		EXEMPTION # Cashier ID: 9 PAGES: 1
	without warranty, the follow		Recording Area
Sheboygan Conneeded, please attach addenoted Lots Seventeen (17) and E	ofits, fixtures and other a bunty, State of Wisconsin ("Pi lum): ghteen (18), Block One Hu oygan, Sheboygan County,	roperty") (if more space is undred Eleven (111),	Name and Return Address Harmony Bar, LLC 1336 Niagara Avenue Sheboygan, WI. 53081
the recorded plat mereor.			59281500130
			Parcel Identification Number (PIN)
			This IS NOT homestead property. (is) (is not)
immediately prior to Decedent acquired. Dated September 26, 2011 PERSONAL REPRESENTA' Kully J. J. W.	's death, and all of the estate	and interest in the Property when	rest in the Property which Decedent had nich the Personal Representative has since (SEAL)
* Ruby L. Brock		*	
AUTHENTI Signature(s)	CATION	ACKNO	WLEDGMENT LEOND STEIN
	11/10/11/11/11	STATE OF WISCONSIN	Notary Publice State of Wisconsin
authenticated on		SHEBOYGAN	COUNTY)
*	NAME OF THE OWNER OWNER OF THE OWNER O	Personally came before me the above-named Ruby L	Apple
TITLE: MEMBER STATE I			
authorized by Wis. Stat		to me known to be the per instrument and acknowled	son(s) who executed the foregoing ged the same.
THIS INSTRUMENT DRAF	TED BY:	* Leon D. Stein	
Attorney Thomas W.	Heinrich	* Leon D. Stein Notary Public, State of Wis	consin
UT-251011		My Commission (is perman	ent) (expires: <u>3/11/12</u>)

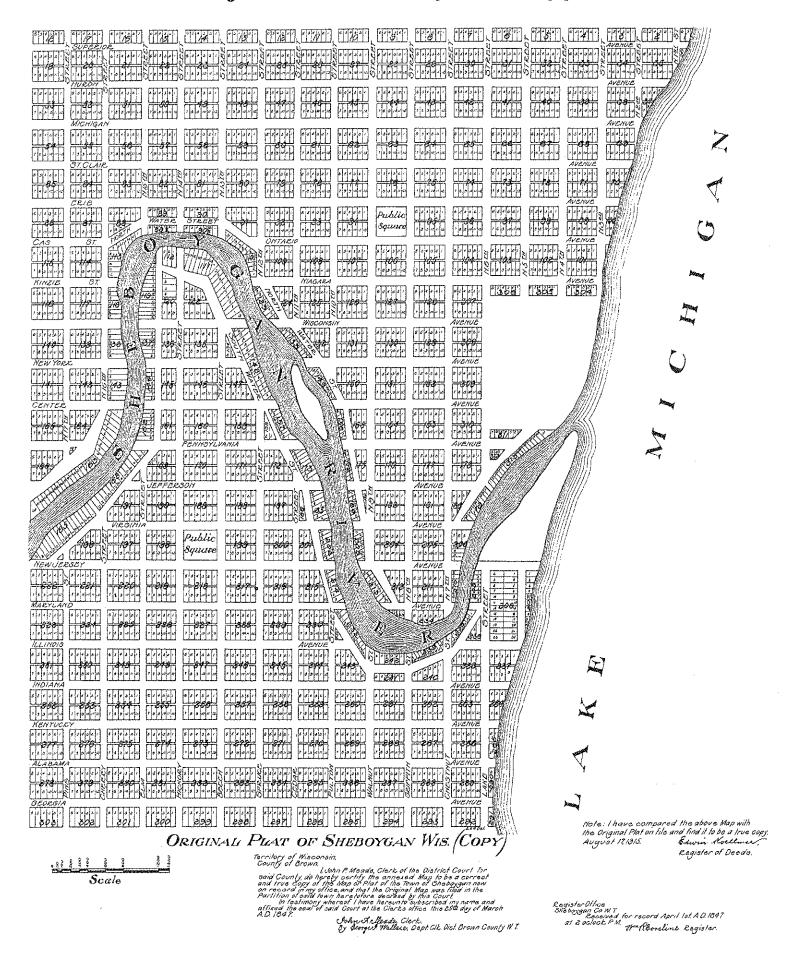
(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

PERSONAL REPRESENTATIVE'S DEED © 2003 STATE BAR OF WISCONSIN FORM NO. 5-2003

* Type name below signatures.

Original Plat of the City of Sheboygan



STATE-OF WISCONSIN REAL ESTATE PROPERTY TAX BILL FOR 2012

CITY OF SHEBOYGAN PARCEL NUMBER: 59281500130 SHEBOYGAN COUNTY Correspondence should refer to Parcel Number
Assessed Value Lond Asset Value Improve Ave. Asset, Ratto | Est. Fair Min. Land | Est. Fair Mkt. Improve. Tot Est. Fair Mkt. A star in this box means unpaid prior year taxes 78,000 71.800 149,800 108.669 71,800 66,100 137,900 2011 Est. Siete Aids Allocater) Tex Dist 2012 Est. State Airls Allocuted Tax Dist 2011 2012 TAXING JURISDICTION 3,484.97 Net Tax Net Tax STATE COUNTY C-SHEBOYGAN SCHL - 5271 TCDB 11 24.53 742.77 ,260.82 ,440.13 -4.6 -2.2 -1.6 -6.3 -2.0 TOTAL 63, 571, 382 65, 083, 352 3,561.61 76.64 3,694.20 79.55 105.29 -3.6 -3.7 -100.0 TOTAL DUE FOR FULL PAYMENT Rivel Decem Dresid Lowery & Garning Greats PAY BY JANUARY 31, 2013 Net Properly Tex 3,509.36 3,484,97 \$3,484.97 IMPORTANT: he new title description referre your tropesty. This description to the property to bill only and may tall be a full logist description. And Assessed Volume Raise And Continue Continue TON STREET Warring: If not poid by due dates, installment obtion is tost and total tax is delinquent and subject to interest and, if applicable, penalty. Fallure to pay division, See Roverse 253,80 1838 NIAGARA AVE 23,7758235 1st installment by JANUARY 31 2013 ORIGINAL PLAT LOTS 17 & 18 BLK 111 HARMONY BAR LLC 522 WHITCOMB AVE 1,742.49 1,742.48 ACER-18069 IN INDOVOSEINE SEE REVERSE SIDE FOR IMPORTANT INFORMATION 60P THM RETAIN THIS PORTION AS YOUR COPY

TEAR HERE

TEAR HERE

TEAR OFF THIS STUB AND INCLUDE WITH FIRST INSTALLMENT PAYMENT REAL ESTATE PROPERTY TAX BILL FOR 2012

Percel Number: 59281500130

Nomb: HARMONY BAR LLC

Pay 1st Installment - \$1,742,49 Or

522 WHITCOMB AVE RP47428 SHEBOYGAN WI 63081-0634 Pay Full Payment - \$3,484.97 By January 31, 2013.

Please make payments to the City of Sheboygan up strongs arrows ? ---Payments lifter Japuary 31st should be directed to the County Trasquer.

Parcet Address: 1336 NAGARA AVE

Municipality/Lecution	Collection Dates	Tirnos	Bank Collection Site In Person in Lebby Cniy	Bank Lobby Hours Tax Bill Must Accompany Paymont	
City of Sheboygan	tr parson payments straid ba made at 4 of the 4 Community. Bank & Trust toliby locations		Community Bank & Trust Lobby 4210 Highway 42, Shobaygan 655 S Taylor Drive, Shobaygan 604 N 8th Strait, Shebaygan 3220 S Buslimbe Drive, Shqbaygan	Lobby hours: Mon-Thurs 9-5, Fri 9-6 and Sat 9-Noon, 9th St closed Sat, Closed of Noon 12/24, all day 12/25. Closed of 5:00 12/31, all day 1/61, Open 1/21.	

Other Drop Off Site: Nane

Drop Box: Datos Municipality Closed: NA

City Hell, 828 Centur Avaoue, Shoboygan, WI 53081. Box located at the bont door to the building.

Mo

Online Paymonts: Tolophono:

920-459-3395

Warning: If not paid by due dates, installment option is tost and total tax is delinquent

and subject to interest and applicable penalty. (See Reverse)

Make clieck payable and mail to:

City of Sheboygan 828 Center Ave Suite 205 Sheboygan WI 53081

City of Sheboygan 828 Center Ave Suite 205 Shoboygen WI 53081

PRESORTED FIRST CLASS MAIL U.S. POSTAGE PAID ONE DUNCE SHEBOYGAN, WI PERMIT NO. 116

FIRST CLASS MAIL

ADDRESS SERVICE REQUESTED իիսների հանունահոնի հանուների հանուների հանուների հանուների հանուների հանուների հանուների հանուների հանուների հ HARMONY BAR LLC 522 WHITCOMB AVE SHEBOYGAN WI 53081-6834

SEE COUNTY BUDGET GRAPHS (NEIDE (Gounty Portion of Tax Bill Only)

886631

HIGHWAY EASEMENT

A.D. 1966, by and between MARY PLANINSCHECK, of Sheboygan, Wisconsin, Grantor, and the CITY OF SHEBOYGAN, a municipal corporation of the State of Wisconsin, Grantee,

WITNESSETH:

The said Grantor, in consideration of the sum of One (\$1.00) Dollar and other valuable considerations in hand paid by the said Grantee, receipt whereof is hereby confessed and acknowledged, has given, granted and does hereby give and grant unto the said Grantee, its successors and assigns, a limited highway easement for the right to construct side slopes rip-rap bank protection, along the following described property in the County of Sheboygan, State of Wisconsin, to-wit:

Commencing in the east line of North 14th Street one hundred thirty seven (137) feet north of its intersection with the north line of Niagara Avenue, thence east ten (10) feet, thence north parallel with North 14th Street fifty-five (55) feet, thence northerly to a point on the bank of the Sheboygan River twenty (20) feet east of the east line of North 14th Street thence upstream to the said east line, thence south along said east line to beginning, being part of Lot eighteen (18), Block one hundred eleven (111), of the Original Plat of the City of Sheboygan,

said easement to terminate upon the completion of the construction and repair of the bridge on North 14th Street, crossing over the Sheboygan River, in the City of Sheboygan.

The Grantor further grants to the Grantee, its successors and assigns, the right to maintain said side slope rip-rap bank protection along the following described property in the C ounty of Sheboygan, State of Wisconsin, to-wit:

Commencing in the east line of North 14th Street, two hundred seventeen (217) feet north of its intersection with the northerly: line of Niagara Avenue, thence east eight (8) feet, thence north parallel with the east line of North 14th Street to the bank of the Sheboygan River, thence west to said east line, thence south along said east line to beginning, being part of Lot eighteen (18), Block one hundred eleven (111), of the Original Plat of the City of Sheboygan,

on the condition, however, that in any and all events the Grantee shall bear all costs of such installation, construction and maintenance.

The covenants herein contained shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, The Grantor has hereunto set her hand and seal the day and year first above written.

In Presence of

Mory Planinolick (SEAL)

Mary Planinscheck

00 A- 01

STATE OF WISCONSIN

SHEBOYGAN COUNTY

Personally came before me this ____ day of Movember

A.D. 1966, the above named Mary Planinscheck, tome known to the person who executed the foregoing instrument and the second seco

acknowledged the same.

Notary Public, Sheboygan County.

Wisconsin

My Comm. Expires: 910v. 5.1967

7835 NUV 28 / 788 9 14

886631

ANNA PLANINSCHECK,

TO

CITY OF SHEBOYGAN, a Municipal Corporation

HIGHWAY WASEMENT

REGISTER'S OFFICE
SHEBOYGAN COUNTY, WISCONSIN
Received for Record the 28 day

A. D. 1946 at 9114

o'clock R. M., and Recorded in Vol. 49.7

of Record the 20 page 176/8

By Depur

OFFICE OF THE

City Attorney

Dice 750 chast

OFFICE OF CITY CLERK SHEBOYGAN, WISCONSIN CITY HALL 1421850

I hereby certify that this is a true copy of a document from the Common Council proceedings of the City of Sheboygan.

0004

RECORDED SHEBOYGAN COUNTY, WI

21-121

CO LRM

Nachus & Marial Registrar

\$4.00

Gen. Ord. No. 99 - 94 - 95.

By Alderpersons Van Akkeren February 6, 1995.

AN ORDINANCE granting Reuben R. Mertz, his heirs and assigns, the privilege of encroaching upon 1336 Niagara Ave. in the City of Sheboygan for the purpose of maintaining a mansard roof.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Subject to the terms and conditions contained herein, Reuben R. Mertz, his heirs and assigns, is hereby granted the privilege of encroaching 2.5' into the S. 14th St. right-of-way from Niagara Ave. to 41^{\prime} northerly, and 2.5' into the Niagara Ave. right-of-way from S. 14th St. to 25' easterly, being adjacent to Lots 17 and 18, Block 111, Original Plat, for the purpose of maintaining an existing mansard roof.

The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said Reuben R. Mertz, his heirs and assigns:

- a. Shall become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of such privilege.
- b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said Reuben R. Mertz, his heirs and assigns, shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said Reuben R. Mertz, his heirs and assigns, or by the State of Wisconsin or by the City of Sheboygan.

Be On Cate

- c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.
- d. Shall make such construction and/or alterations and maintain the same subject to the approval of the City Building Inspector and Director of Public Works, and shall waive the right to contest in any manner the validity of this ordinance or the amount of compensation charged.
- Section 3. The provisions of $\S66.045(1)(2)$ of the Wisconsin Statutes are incorporated herein by reference to all intents and purposes as if set out fully.
- Section 4. The City Clerk is authorized and directed to record a certified copy of this ordinance in the office of the Register of Deeds for Sheboygan County, Wisconsin, the costs thereof to be charged to the General Fund.

Section 5. This ordinance shall take effect and be in full force from and after its passage and publication and upon payment of the consideration to be determined hereunder, provided, however, that in the event of failure to exercise the privilege herein granted and the payment of such consideration within six (6) months from the effective date hereof, then and in that event such privilege shall be rendered null and void.

Det her Pared

Dorahl Elm All-

THEREBY CERTIFY that the foregoing Ordinance was duly passed by the Commouncil of the City of Sheboygan, Wisconsin, on the Long day of Lebrary 25.

Dated Lebrary 25 19 95 Letting Approved Tehrany 25 19 95 Letting Approved Tehrany 25 19 95 Letting Ordinances Published February 25 19 95.

Certified February 27 19 95 to Atty.; Ord. Book; Dir. City Dev.; DPW;

Assessor; Bldg. Insp.; Eng.; Police Dept.;

Reg. of Deeds; Mayor: Fin. Dir./ Treas.;

Dep. Fin. Dir./Treas.; Reuben Mertz

Commerce	control number	

STIPULATION **Rental Unit Energy**

Efficiency Standards

Type	or	print	using	black	ink
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Personal information you provide may be used for secondary purposes [Privacy Law s. 15.04(1)(m)]

The Department of Commerce does not discriminate on the basis of disability in the provision of services or in employment. If you need this printed material interpreted or in a different form or if you need assistance in using this service, please contact us, TTY 608-264-8777 Rental Building Location - Street Address: Sellers Name(s):

Estate of Reuben R. Mertz 1336 Niagara Avenue County: City: Seller's Street address: Sheboygan Sheboygan 522 Whitcomb Avenue Number of rental Number of rental Zip Code: State: WI. city: Sheboygan units in building: buildings on this 53081 property: Sellers Telephone Number (including area code): 1 1

920 946-2758

PARCEL IDENTIFICATION NUMBER: (PIN)

legal Description of Rental Unit Property. (You may attach a separate sheet):

Lots Seventeen (17) and Eighteen (18), Block One Hundred Eleven (111), Original Plat, City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.



1930981

SHEBOYGAN COUNTY, WI **RECORDED ON** 09/29/2011 11:40 AM **ELLEN R. SCHLEICHER** REGISTER OF DEEDS **RECORDING FEE: 30.00 EXEMPTION** #

Cashier ID: 9 PAGES: 1

Return To:

Harmony Bar, LLC 1336 Niagara Avenue Sheboygan, Wl. 53081

instructions: Information concerning the seller and the property should be filled in above. Information concerning the buyer's signature should be filled in below. The Stipulation must then be submitted to the Department of Commerce or to a Commerce agent for validation. A list of these agents is available on the website http://commerce.wi.gov/SB/SB-RentalWeatherizationProgram.html (see #3). General questions should be directed to (608) 267-2240. If there is not a Commerce agent in your area, send the Stipulation to the address listed below. The validated Stipulation will be returned to the buyer as noted below, or to another party as designated in the "Return to" block above.

SEE BACK OF THIS FORM SEE BACK OF THIS FORM FOR ADDITIONAL INFORMATION.

This document is valid only if no previous Stipulation or Waiver is currently on file for this property.	STIPULA	TION AGREEM	ENT	
I (we) agree to bring the above described (property into compliance wit	h Comm 67 energy standards no	later that one year from date of v	alidation.
Print Buyers Names: Harmony Bar, LLC, by: Ruby L, Brock, memb	Buyers Signer	illing & Brock	Date Sig	126/11
Buyers Street Address: 1336 Niagara Avenue	Buyers City Sheboygan	State, and Zip Code:	Buyer Telephor	ne Number(inc area code):
Validated by:		Date Validated:	Commerce Transfer Authorization Number:	
☐ Department of Commerce ☐ Commerce Agent Auth or Tax Rev #: 459000		9-29-11	s-138971	STATE OF WI TRANSFER
Official's Signature: Wila B	Sin	Expiration Date (one year from date validated):	s-1 = 0 1 1 1	AUTHORIZATION NUMBER
Print Officials Name:	Official Title:	Municipality a		S -138971
Nila Born	<u></u>		neboygan	
STIPULATION compliance with Common the new buyer accepts	n 67, the new buyer must sign be responsibility to comply with this	low and forward a copy or fax of this di	of this Stipulation and before the build ocument to Commerce at the address d above. Transfer of the property after erred Stipulation.	listed below." By signing below
		Maria Cianatana		ata Signad:

New Buyers Signature: Print New Buyers Name: New Buyers Telephone Number (including area New Buyers City, State and Zip Code: New Buyers Street Address: code): If the residential property described above is transferred within one year of the validation date of this Stipulation and before the building(s) has been certified in TRANSFER OF compliance with Comm. 67, the new buyer must sign below and forward a copy or fax of this document to Commerce at the address tisted below. By signing below STIPULATION the new buyer accepts responsibility to compty with this Stipulation by the expiration date listed above. Transfer of the property after the expiration date is not valid (Use original or without conformance to the energy standards. This transfer may be recorded using the transferred Stipulation. certified copy) Date Signed: New Buyers Signature: Print New Buyers Name: New Buyers City, State and Zip Code: New Buyers Telephone Number (including area New Buyers Street Address:

^{*}This instrument was drafted by: Wisconsin Dept of Commerce, Rental Weatherization, PO Box 7302, Madison, WI 53707-7302 Telephone: (608) 267-2240 Fax (608) 283-7413 SBD-7115 (R.11/08)



DOCUMENT NO.

REAL ESTATE MORTGAGE

(And Fixture Filing)
(Use only to secure Business Transaction)

Harmony Bar, LLC ("Mortgagor," whether one or more), a Limited Liability Company, organized under the laws of Wisconsin, whose address is 1336 Niagra Ave Sheboygan, WI and organizational ID # (if any) is H041151, mortgages, conveys, assigns, grants a security interest in and warrants to Community Bank & Trust ("Lender") in consideration of the sum of One Hundred Twenty Eight Thousand Eight Hundred and 00/100 Dollars (\$128,800.00), loaned or to be loaned to Harmony Bar, LLC ("Borrower," whether one or more) by Lender, evidenced by Borrower's note(s) or agreement(s) dated September 26, 2011, the real estate described below, together with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all claims, awards and payments made as a result of the exercise of the right of eminent domain, and all existing and future improvements and fixtures (all called the "Property") to secure the Obligations described in paragraph 5 on the reverse side, including, but not limited to, repayment of the sum stated above plus certain other debts, obligations and liabilities arising out of past, present and future credit granted by Lender.

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

Description of Property



1930982

SHEBOYGAN COUNTY, WI RECORDED ON 09/29/2011 11:40 AM ELLEN R. SCHLEICHER REGISTER OF DEEDS RECORDING FEE: 30.00 EXEMPTION #

Cashier ID: 9 PAGES: 5

Parcel ID No.: 59281500130

(This Property is not the homestead of Mortgagor)

SINCE THIS MORTGAGE SECURES ALL OBLIGATIONS
DESCRIBED IN PARAGRAPH 5 ON THE REVERSE SIDE, IT IS
ACKNOWLEDGED AND AGREED THAT THIS MORTGAGE MAY SECURE OBLIGATIONS FROM TIME TO TIME IN
A DOLLAR AMOUNT GREATER THAN THE DOLLAR AMOUNT STATED ABOVE.

24	
	venteen (17) and Eighteen (18), Block One Hundred Eleven (111), Original Plat, City of Sheboygan, Sheboygan, Wisconsin, according to the recorded plat thereof.
If ch	necked here, this Mortgage is a construction mortgage. necked here, Condominium Rider is attached. necked here, the description continues or appears on attached sheet(s).
	tle. Mortgagor warrants title to the Property, excepting only restrictions and easements of record, municipal and zoning linances, current taxes and assessments not yet due and
	crow. Interest 🔀 will 🔲 will not be paid on escrowed funds if an escrow is required under paragraph 8(a) on the verse side.
	iditional Provisions. Mortgagor agrees to the Additional Provisions on the reverse side, which are incorporated

Address: 1336 Niagara Ave Sheboygan, WI

Additional Terms.

"The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument."

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