Project ID: 2390-12-00/Racine

Refer Inquiries to: Mary K. Payne (mary@knightbarry.com) Completed on:1/21/20 9:35 am Last Revised on:1/21/20 9:35 am

Printed on:1/21/20 9:35 am

File Number: 1079148

Knight Bart TITLE GROUP Integrity. Experience. Innovation.

Knight Barry Title, Inc. 400 Wisconsin Ave Racine, WI 53403 262-633-2479 Fax:262-633-4928

Applicant Information

Migdalia Dominguez WI Dept of Transportation 141 NW Barstow St Waukesha, WI 53188

Sales Representative:Craig Haskins

Property Information

(Note: values below are from the tax roll)

Effective Date: 12/12/2019 at 8:00 am

Owner(s) of record:Sekao, Inc., a Wisconsin Corporation

Property address: 2090 S Green Bay Road, See additional addresses in legal description, Racine, WI 53406 (Note: Please see included tax bill for mailing address.)

Legal description: See "Exhibit A" attached

Tax Key No: 23926002 (Parcel I); 23926001 (Parcel II); 23926005 (Parcel III); 23926004 (Parcel IV) and 23926003 (Parcel V)

Mortgages / Leases / Land Contracts / UCC

Rights of lessees under unrecorded leases, if any.

Mortgage from Sekao, Inc. to Heritage Bank and Trust dated March 18, 1988 and recorded March 22, 1988, in Volume 1905, Page 317 as Document No. 1252135. Along with First Amendment to Real Estate Mortgage, recorded May 2, 1989, in Volume 1960, Page 412, as Document No. 1281934. (Parcels I, II, IV and V). Along with Partial Release of Mortgage recorded April 3, 1995, in Volume 2437, Page 207, as Document No. 1496331. (Parcel II).

Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement from Fitzpatrick Acquisitions, L.L.C., a Michigan limited liability company to Citicorp Leasing, Inc., a Delaware corporation, in the amount of \$30,455,000.00 dated March 10, 2003 and recorded October 9, 2003, as Document No. 1936680. Along with First Modification recorded September 29, 2004, as Document No. 1994833. (Parcel I)

Landlord's Consent and other matters contained in instrument recorded October 9, 2003, as Document No. 1936679. (Parcel I)

Mortgage from Sekao Inc. to Johnson Bank in the amount of \$350,000.00 dated December 22, 2000 and recorded December 29, 2000 in Volume 3103, Page 259 as Document No. 1753559. Along with Modification of Mortgage recorded August 10, 2010, as Document No. 2257714. Along with Affidavit of Correction recorded October 4, 2010, as Document No. 2263470. (Parcel IV)

Mortgage from Sekao, Inc. to Johnson Bank in the amount of \$800,000.00 dated December 2, 2002 and recorded December 5, 2002 in Volume 3599, Page 868 as Document No. 1867286. (Parcel IV) Along with Partial Release recorded September 19, 2007, as Document No. 2147929

Assignment of Rents from Sekao, Inc. to Johnson Bank recorded September 29, 2011 as Document No. 2295617. (Parcel IV)

Memorandum of Lease and other matters contained in instrument recorded May 31, 1990, in Volume 2016, Page 357, as Document No. 1311463. (Parcel I)

Assignment of Lease and other matters contained in instrument recorded January 14, 1993, in Volume 2220, Page 92, as Document No. 1404280. (Parcel I)



Last Revised on:1/21/20 9:35 am

Printed on:1/21/20 9:35 am

File Number: 1079148



Knight Barry Title, Inc. 400 Wisconsin Ave Racine, WI 53403 Integrity. Experience. Innovation. 262-633-2479 Fax:262-633-4928

Memorandum of Lease and other matters contained in instrument recorded March 3, 1998, in Volume 2731, Page 30, as Document No. 1615495. (Parcel I)

Assignment of Lease and other matters contained in instrument recorded March 3, 1998, in Volume 2731, Page 33, as Document No. 1615496. (Parcel I)

Assignment and Assumption of Lease and other matters contained in instrument recorded July 6, 2007, as Document No. 2138757. (NOTE: Legal description is in error). (Parcel I)

Memorandum of Lease and other matters contained in instrument recorded March 20, 2018, as Document No. 2489104. (NOTE: Legal description is in error). (Parcel I)

Memorandum of Lease and other matters contained in instrument recorded May 4, 1995, in Volume 2443, Page 896, as Document No. 1499367. And Re-recorded October 25, 1995, in Volume 2484, Page 589, as Document No. 1517033. (Parcel II)

Assignment of Lease and other matters contained in instrument recorded October 25, 1995, in Volume 2484, Page 594, as Document No. 1517034. (Parcel II)

Affidavit for Sublease Agreement and other matters contained in instrument recorded May 17, 2001, in Volume 3180, Page 102, as Document No. 1772514. (Parcel II)

Affidavit Regarding Missing Document and other matters contained in instrument recorded May 17, 2001, in Volume 3180, Page 109, as Document No. 1772515. (Parcel II)

Assignment and Assumption of Sublease and other matters contained in instrument recorded March 6, 2002, in Volume 3374, Page 233, as Document No. 1819912. (Parcel II)

Memorandum of Sublease Assignment Agreement and other matters contained in instrument recorded November 17, 2004, as Document No. 2002323 (Parcel II)

Easements / Restrictions & Other Encumbrances

Public or private rights, if any, in such portion of the Land as may be presently used, laid out, or dedicated in any manner whatsoever, for street, highway and/or alley purposes.

Land Use Agreement and other matters contained in the instrument recorded December 30, 1987 in Volume 1896, Page 539 as Document No. 1247144. (All Parcels)

Easements, restrictions and other matters shown on Certified Survey Map 3114 recorded February 10, 2014 as Document No. 2374720. (Parcels III, IV and V)

Wisconsin Electric Power Company Easement and other matters contained in the instrument recorded January 26, 1970 in Volume 1042, Page 308 as Document No. 864025. (Parcels I, II and V) Along with Conveyance of Rights in Land by Public Utility and other matters contained in instrument recorded March 25, 1975, in Volume 1257, Page 454, as Document No. 953398.

Wisconsin Electric Power Company Easement and other matters contained in the instrument recorded April 26, 1989 Volume 1959, Page 534 as Document No. 1281446. (Parcel V)

in Volume 2571, Page 306 as Easement and other matters contained in the instrument recorded September 18, 1996 Document No. 1553170. (All Parcels)

Transmission Easement Gas Facilities and other matters contained in the instrument recorded August 15, 2000 3060, Page 535 as Document No. 1738711. (All Parcels)

Transmission Easement Gas Facilities and other matters contained in the instrument recorded August 15, 2000 in Volume 3060, Page 548 as Document No. 1738715. (Parcel I)



Project ID: 2390-12-00/Racine

Refer Inquiries to: Mary K. Payne (mary@knightbarry.com) Completed on:1/21/20 9:35 am

Last Revised on:1/21/20 9:35 am

Printed on:1/21/20 9:35 am

File Number: 1079148

Kniaht TITLE GROUP

Knight Barry Title, Inc. 400 Wisconsin Ave Racine, WI 53403 Integrity. Experience. Innovation. 262-633-2479 Fax:262-633-4928

Transmission Easement Gas Facilities and other matters contained in the instrument recorded August 15, 2000 in Volume 3060, Page 544 as Document No. 1738714. (Parcel II)

Judgments / Liens

None

General Taxes

This report does not include a search for General Taxes for the year shown in the Effective Date and subsequent years, which are not yet due or payable. This report also does not include a search for special assessments, special taxes or special charges including sewer, water and other municipal charges.

Taxes for the year 2018 and all prior years are paid.

Other Matters

None

Footnotes

The instrument(s) shown above as Document No(s). 1252135 and 1867286 encumbers additional land not included in this Report.

NOTE: The legal descriptions contained in Document Nos. 2318757 and 2489104 are in error.

This report is intended for the purposes of causing the Property to become a public right of way for road purposes. Consult the Company before using for any other purposes.

Copies of All Deeds, and Documents listed on report are attached.

In accordance with applicant's request, we have made a search of the records in the various public offices of Racine County. This report is for informational purposes only. The liability of the Knight Barry Title Group (Knight Barry Title, Inc., Knight Barry Title Advantage LLC, Knight Barry Title Services LLC, Knight Barry Title United LLC, and Knight Barry Title Solutions Inc.) (the "Company") to the applicant in issuing this report is: (i) for reasonable care in searching in accordance with the applicant's request and, (ii) is limited to a maximum amount of \$1,000.00. This report is not an abstract of title, a title opinion, a title insurance policy or a commitment to issue a policy of title insurance and should not be relied upon in place of such. It is not the intention, express or implied, of the Company to provide any type of guaranty, warranty, or indemnity to any party with respect to the accuracy of the information contained in the report. In order to obtain information from the Company that will carry the full liability of a title insurance commitment/policy, the Company may issue, if requested, a commitment of title insurance and will charge a fee in compliance with rates filed with the office of the Wisconsin Commissioner of Insurance. Section headings within the report are for convenience only and do not modify the scope of the search.

Further, in accordance with the applicant's request, our search does not include a search through the Wisconsin Office of the Commissioner of Railroads for conveyances and mortgages affecting any portion of the Land which either is or was railroad property (Per Section 190.11, Wis. Stats., all conveyances and mortgages affecting railroad property must be filed with the Wisconsin Office of the Commissioner of Railroads and such record has the same effect as though made in the Office of the Register of Deeds of the County where the land is situated).



EXHIBIT A

PARCEL I: That part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East, described as follows: Commencing at a monument marking the West 1/4 corner of said Section 24; thence North 01° 45′ 40″ West 340.67 feet; thence North 81° 38′ 51″ East 905.15 feet to the point of beginning; thence continuing North 81° 38′ 51″ East 183.68 feet to the West line of State Trunk Highway 31 right-of-way and the arc of a curve of Westerly convexity whose radius is 16,430.22 feet and whose chord bears South 16° 59′ 28″ West 295.18 feet; thence Southerly along the arc of said curve 295.18 feet to the North line of 21st Street; thence North 73° 14′ 15″ West 166.00 feet along said North line; thence North 16° 59′ 28″ East 217.22 feet to the point of beginning. Excepting therefrom a 25 foot X 25 foot easement in the Southeast corner of said property for signage purposes. Said land being in the City of Racine, County of Racine and State of Wisconsin.

Tax Key No.: 23926002

Property Address: 2090 S Green Bay Road

PARCEL II: That part of the Northwest ¼ of Section 24, Township 3 North, Range 22 East, bounded and described as follows: Commencing at an existing concrete monument marking the West ¼ corner of said Section; thence North 01° 45′ 40″ West 198.51 feet along the West line of said Section; thence North 81°38′ 51″ East 244.26 feet to a point; thence North 08° 21′ 05″ West 141.22 feet to the North line of the abandoned Chicago, Milwaukee, St. Paul & Pacific Railroad right of way; thence North 81° 38′ 51″ East 500.00 feet along said North line to an iron pipe set marking the point of beginning of this description; continuing thence North 81° 38′ 51″ East 177.20 feet along said North line to an iron pipe set; thence South 16° 59′ 23″ West 217.22 feet to an iron pipe set and the North line of 21st Street; thence North 73° 14′ 15″ West 69.46 feet along said North line to an iron pipe set and the point of curvature of a curve to the left of Northerly convexity whose radius is 468.16 feet and whose chord bears North 74° 39′ 49″ West 20.30 feet to a point; thence North 08° 21′ 09′ West 157.47 feet to the aforesaid iron pipe set marking the point of beginning. Said land being in the City of Racine, County of Racine and State of Wisconsin.

Tax Key No.: 23926001

Property Address: 5920 21st Street

PARCEL III: Lot 1 of Certified Survey Map No. 3114 as recorded in the office of the Register of Deeds for Racine County, Wisconsin on February 10, 2014 in Volume 10 of Certified Survey Maps, at Page 160, as Document No. 2374720, being part of the Southwest ¼ of the Northwest ¼ of Section 24, Township 3 North, Range 22 East. Said land being in the City of Racine, County of Racine and State of Wisconsin.

Tax Key No.: 23926005

Property Address: 6030 21st Street

PARCEL IV: Lot 2 of Certified Survey Map No. 3114 as recorded in the office of the Register of Deeds for Racine County, Wisconsin on February 10, 2014 in Volume 10 of Certified Survey Maps, at Page 160, as Document No. 2374720, being part of the Southwest ¼ of the Northwest ¼ of Section 24, Township 3 North, Range 22 East. Said land being in the City of Racine, County of Racine and State of Wisconsin.



EXHIBIT A

Tax Key No.: 23926004

Property Address: 6006 21st Street

PARCEL V: Lot 3 of Certified Survey Map No. 3114 as recorded in the office of the Register of Deeds for Racine County, Wisconsin on February 10, 2014 in Volume 10 of Certified Survey Maps, at Page 160, as Document No. 2374720, being part of the Southwest ¼ of the Northwest ¼ of Section 24, Township 3 North, Range 22 East. Said land being in the City of Racine, County of Racine and State of Wisconsin.

Tax Key No.: 23926003

Property Address: 6000 21st Street

For informational purposes only

Property Address: 2090 S Green Bay Road, See additional addresses in legal description, Racine, WI 53406 Tax Key No.: 23926002 (Parcel I); 23926001 (Parcel II); 23926005 (Parcel III); 23926004 (Parcel IV) and

23926003 (Parcel V)



s not taxed





City of Racine Web Portal - Property Summary

Property: 23926002

= owes prior year taxes

1079148 (J)

Delinquent

CONTRACT

Current

Report-/Print engine List & Label ® Version 19: Copyright combit® GmbH 1991-2013

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2018 ▼	Real Estate	23926002	276 - CITY OF RACINE	2090 S GREEN BAY RD	SEKAO INC C/O MITRA MIDWEST OPERATIONS, LLC 18900 DALLAS PKWY, STE 125 DALLAS TX 75287

X = not assessed

Summary

Tax Year Legend:

Property Summary

Flobelty Community		
Parcel #:	23926002	
Alt. Parcel #:		
Parcel Status:	Current Description	
Creation Date:	7/11/2017	
Historical Date:		
Acres:	0.000	

Property Addresses

,		1
Primary A	<u>Address</u>	1
Z	2090 S GREEN BAY RD RACINE 53406	-

Owners

		······································	
<u>Name</u>	<u>Status</u>	Ownership Type	<u>Interest</u>
SEKAO INC	CURRENT OWNER		

Parent Parcels

No Parent Parcels were found

Child Parcels

No Child Parcels were found

Legal Description

NW 1/4 SECTION 24-3-22 BAP WLN SD SEC N 01 DEG W 340.67 FT FR W 1/4 COR SD SEC, SD PT ON NLN FORMER RR ROW, N 81 DEG E 905.15 FT ALG SD NLN TO POB, N 81 DEG E 183.68 FT ALG SD NLN TO WLN STH #31 ROW + PT OF CURVE, SLY 280.13 FT ALG ARC OF SD CURVE + SD WLN TO PT OF CURVE, SWLY 23.62 FT ALG ARC OF SD CURVE TO NLY LN 21ST ST, N 73 DEG W 150.92 FT ALG SD NLN, N 16 DEG E 217.22 FT TO POB

Public Land Survey - Property Descriptions

No Property Descriptions were found

District

Code ▲	Description	<u>Category</u>
	GATEWAY TECHINCAL COLLEGE	TECHNICAL COLLEGE

276	LOCAL	OTHER DISTRICT
	RACINE COUNTY	
	STATE OF WISCONSIN	
4620	UNIFIED SCHOOL	REGULAR SCHOOL

Building Information

Buildings

Assessments

Assessment Summary

Estimated Fair Market Value: 732400

Assessment Ratio: 0.9830 Legal Acres: 0.000

2018 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	0.000	424000	296000	720000
ALL CLASSES	0.000	424000	296000	720000

2017 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	0.000	424000	296000	720000
ALL CLASSES	0.000	424000	296000	720000

Taxes

Tax Summary

	Net Mill Rate: 0.029166790			
Bill #: 26223				

Lottery Credits

	Claims	Date	Amount
-	Ciairis		0.00
	0		0.00
- 1	U .		<u> </u>

Installments

Amount
5483.55
5232.52
5232.52
5232.52

Payments

<u>Status</u>	Payment Date	<u>Type</u>	<u>Amount</u>	Receipt#	Notes	
Posted	1/25/2019	Т	5483.55	99477	MITRA MIDWEST OPERATIONS LLC #215576	
Posted	3/31/2019	Т	5232.52	108145	CHECK 217098 MITRA MIDWEST	
Posted	5/24/2019	Т	5232.52	111809	MITRA MIDWEST OPERATIONS LLC, CK 218101	
Posted	7/29/2019	Т	5232.52	118026	MITRA MIDWEST OPERATIONS LLC CK 219542	

Key:	Property Type: RE - Real Estate, PP - Personal Property
	Payment Type: A - Adjustment, R - Redemption, T - Current Tax, Q - Quit Claim, D - Write Off Deeded, B - Write Off Bankruptcy

Details

Description		Amount	Paid	Due
Gross Tax		22314.51	-	-
School Credit	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	1314.41	-	-
	 	21000.10	-	-
GATEWAY TECHINCAL COLLEGE		589.25		
LOCAL	1	1906.31		
RACINE COUNTY		2494.09		
STATE OF WISCONSIN		0.00		
UNIFIED SCHOOL	60	10.45		
First Dollar Credit		69.99	-	-
Lottery Credit		0.00	-	_
Net Tax		20930.11	20930.11	0.00
Special Assessments		0.00	0.00	0.00
Special Charges		251.00	251.00	0.00
Fire Inspection	125.00			
SANITARY SEWER MAINTENANCE	126.00			
Delinquent Utility		0.00	0.00	0.00
PrivateForest Crop		0.00	0.00	0.00
Woodland Tax Law		0.00	0.00	0.00
Managed Forest Land		0.00	0.00	0.00
Other Charges		0.00	0.00	0.00
Interest		.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	0.00	0.00
Penalty			0.00	0.00
TOTAL		21181.11	21181.11	0.00

Tax History

Interest/Penalty Date 11/12/2019

Year	Amount	Interest Paid	Penalties Paid	Paid	Last Paid	Amount Due	Statu s
2018	21181,11	0.00	0.00	21181.11	7/29/201 9	0.00	Paid
2017	22498.87	531.46	265.74	23296.07	6/29/201 8	0.00	Paid
2016	22991.99	0.00	0.00	22991.99	7/27/201 7	0.00	Paid
2015	21050.87	0.00	0.00	21050.87	7/28/201 6	0.00	Paid
2014	25150.00	0.00	0.00	25150.00	7/31/201 5	0.00	Paid
2013	25057.58	0.00	0.00	25057.58	7/31/201 4	0.00	Paid
TOTA L	137930.4 2	531.46	265.74	138727.6 2	-	0.00	_

^{*} The totals shown here represent only the items in the grid. For more detailed information see 'Tax Balance Report'.

Document History

No matching document history was found



City of Racine Web Portal - Property Summary

search powered by

Report-/Print engine List & Label ® Version 19: Copyright combit® GmbH 1991-2013

Property: 23926001

_	Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
	2018 ▼	Real Estate	23926001	276 - CITY OF RACINE	5920 TWENTYFIRST ST	SEKAO INC P O BOX 270224 WEST ALLIS WI 53227
7	ax Year Legend	i: +\$ =	owes prior year taxes	= not assessed	= not taxed	Delinquent Current

Summary

Property Summary

Property Carriniary	operty curring		
Parcel #:	23926001		
Alt. Parcel #:			
Parcel Status:	Current Description		
Creation Date:	7/11/2017		
Historical Date:			
Acres:	0.000		
70.00.	······································		

Property Addresses

1		1
Primary 📥	<u>Address</u>	-
2	5920 TWENTYFIRST ST RACINE 53405	-

Owners

	Owners			
į		01-1	Ownership Type	<u>Interest</u>
1	<u>Name</u>	<u>Status</u>	<u> </u>	0.00
	SEKAO INC	CURRENT OWNER		10.00
- 1	SEIVAO IIVO	1	***************************************	

Parent Parcels

No Parent Parcels were found

Child Parcels

No Child Parcels were found

Legal Description

NW 1/4 SECTION 24-3-22 BEG W 1/4 COR SD SEC, N 01 DEG W 198.51 FT ALG WLN SD SEC, N 81 DEG E 244.26 FT, N 08 DEG W 141.22 FT TO NLN FORMER RR ROW N 81 DEG E 500 FT ALG SD NLN TO POB, N 81 DEG E 177.20 FT ALG SD NLN, S 16 DEG W 217.22 FT TO NLN 21ST ST, N 73 DEG W 69.46 FT ALG SD NLN TO PT OF CURVE, NWLY 23.30 FT ALG ARC OF SD CURVE + NLN 21ST ST, N 08 DEG W 157.47 FT TO POB

Public Land Survey - Property Descriptions

No Property Descriptions were found

District

M-1001100		0-1
Code ▲	<u>Description</u>	<u>Category</u>
0600	GATEWAY TECHINCAL COLLEGE	TECHNICAL COLLEGE
	LOCAL	OTHER DISTRICT
276		
	RACINE COUNTY	
	STATE OF WISCONSIN	
		· ·

REGULAR SCHOOL

Building Information

Buildings

Assessments

Assessment Summary

Estimated Fair Market Value: 483200

Assessment Ratio: 0.9830 Legal Acres: 0.000

2018 valuations

Class	Acres	Land		Total
G2 - COMMERCIAL	0.000	201600	273400	475000
ALL CLASSES	0.000	201600	273400	475000

2017 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	0.000	201600	273400	475000
ALL CLASSES	0.000	201600	273400	475000

Taxes

Tax Summary

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	
Bill #: 26222	Net Mill Rate: 0.029166790
<u> </u>	

## **Lottery Credits**

CI	laims	Date	Amount
0			0.00

#### Installments

<u>Due Date</u> ▲	<u>Amount</u>
1/31/2019	3609.06
3/31/2019	3446.06
5/31/2019	3446.06
7/31/2019	3446.06

#### **Payments**

<u>Status</u>	Payment Date ▲	<u>Type</u>	<u>Amount</u>	Receipt#	Notes
Posted	1/29/2019	T	3609.06	99906	IVY LANE CORPORATION #3210
Posted	3/22/2019	T	3446.06	105185	IVY LANE CORPORATION #3821
Posted	5/21/2019	Т	3446.06	110691	IVY LANE CORPORATION DBA VALVOLINE INSTANT OIL CHANGE CK 4403
Posted	7/15/2019	Т	3446.06	115658	IVY LANE CORPORATION DBA VALVOLINE INSTANT OIL CHANGE, CK 4896

Key:	Property Type: RE - Real Estate, PP - Personal Property	1
	Payment Type: A - Adjustment, R - Redemption, T - Current Tax, Q - Quit Claim, D - Write Off Deeded, B - Write Off Bankruptcy	

#### **Details**

Description	CCCL (616 BEE 21 SECRETARIS CORE SOCIO SACIO SACIO SE CONTROLOS SE SECRETARIS DE CONTROL SE CONTROL	CB77506C0750668(; 2084C007406C05050070707070707070707	Amount	Paid	Due
Gross Tax	200,000,000,000,000,000,000,000,000,000	1	4721.38	-	-
School Credit		······································	867.15	-	_
		1	3854.23	-	_
GATEWAY TECHINCAL COLLEGE		***************************************	388.74	*	
LOCAL		7	854.86		
RACINE COUNTY		1	645.41		
STATE OF WISCONSIN		***************************************	0.00		
UNIFIED SCHOOL		39	35.22		
First Dollar Credit		***************************************	69.99	-	-
Lottery Credit		***************************************	0.00	-	-
Net Tax		1	3784.24	13784.24	0.00
Special Assessments			0.00	0.00	0.00
Special Charges		***************************************	163.00	163.00	0.00
Fire Inspection		100.00			***************************************
SANITARY SEWER MAINTENANCE		63.00			
Delinquent Utility		***************************************	0.00	0.00	0.00
PrivateForest Crop	<del></del>		0.00	0.00	0.00
Woodland Tax Law	······································	***************************************	0.00	0.00	0.00
Managed Forest Land		***************************************	0.00	0.00	0.00
Other Charges		***************************************	0.00	0.00	0.00
Interest			-	0.00	0.00
Penalty			-	0.00	0.00
TOTAL		1:	3947.24	13947.24	0.00

Tax History

Interest/Penalty Date 11/12/2019

Year	Amount	Interest Paid	Penalties Paid	Paid	Last Paid	Amount Due	Status
2018	13947.2 4	0.00	0.00	13947.2 4	7/15/201 9	0.00	Paid
2017	14594.7 3	0.00	0.00	14594.7 3	7/2/2018	0.00	Paid
2016	14922.9 8	0.00	0.00	14922.9 8	7/21/201 7	0.00	Paid
2015	15074.8 3	0.00	0.00	15074.8 3	7/25/201 6	0.00	Paid
2014	14342.2 5	0.00	0.00	14342.2 5	7/31/201 5	0.00	Paid
2013	14298.8 9	0.00	0.00	14298.8 9	7/30/201 4	0.00	Paid
TOTA L	87180.9 2	0.00	0.00	87180.9 2	=	0.00	-

^{*} The totals shown here represent only the items in the grid. For more detailed information see 'Tax Balance Report'.

# **Document History**

No matching document history was found



# City of Racine Web Portal - Property Summary

Search powered by

Report-/Print engine List & Label ® Version 19: Copyright combit® GmbH 1991-2013

Property: 23926005

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2018 ▼	Real Estate	23926005	276 - CITY OF RACINE	6030 TWENTYFIRST ST	SEKAO INC 1616 OAKES RD RACINE WI 53406
Tax Year Legend	l: <b>+\$</b> = 0	owes prior year taxes	💢 = not assessed	= not taxed	Delinquent Current

# **Summary**

#### **Property Summary**

Parcel #:	23926005	
Alt. Parcel #:		
Parcel Status:	Current Description	
Creation Date:	7/11/2017	
Historical Date:		
Acres:	0.000	

## **Property Addresses**

p		1
Primary A	<u>Address</u>	
Ø	6030 TWENTYFIRST ST RACINE 53405	

#### **Owners**

	,	***************************************		
Name_	<u>Status</u>	<u>Ownership Type</u>	Interest	
SEKAO INC	CURRENT OWNER		0.00	

#### **Parent Parcels**

No Parent Parcels were found

#### **Child Parcels**

No Child Parcels were found

#### **Legal Description**

NW 1/4 SECTION 24-3-22 LOT 1 OF CSM #3114 REC'D FEB 10, 2014 AS DOC #2374720

# **Public Land Survey - Property Descriptions**

No Property Descriptions were found

#### District

Code A	Description	<u>Category</u>
0600	GATEWAY TECHINCAL COLLEGE	TECHNICAL COLLEGE
276	LOCAL	OTHER DISTRICT
***************************************	RACINE COUNTY	
**************************************	STATE OF WISCONSIN	
4620	UNIFIED SCHOOL	REGULAR SCHOOL

# **Building Information**

## Buildings

#### **Assessments**

## **Assessment Summary**

Estimated Fair Market Value: 81400

Assessment Ratio: 0.9830

Legal Acres: 0.000

#### 2018 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	0.000	80000	0	80000
ALL CLASSES	0.000	80000	0	80000

#### 2017 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	0.000	80000	0	80000
ALL CLASSES	0.000	80000	0	80000

### **Taxes**

### **Tax Summary**

		i
Bill #: 26226	Net Mill Rate: 0.029166790	Ĺ
Bill #: 26226	NCC Will Texto. 5.525 155.55	ı

# **Lottery Credits**

Claims	Date	Amount
Olamis		
^		0.00
! U	1	

#### Installments

Due Date ▲	<u>Amount</u>
1/31/2019	583.34
3/31/2019	583.33
5/31/2019	583.33
7/31/2019	583.33

#### **Payments**

<u>Status</u>	Payment Date	<u>Type</u>	<u>Amount</u>	<u>Receipt #</u>	Notes
Posted	1/22/2019	Т	583.34	95050	SEKAO, INC #9930
Posted	3/12/2019	Т	583.33	103428	SEKAO, INC #9968
Posted	5/21/2019	Т	583.33	110252	CHECK 10002 SEKAO
Posted	7/18/2019	Т	583.33	115895	CHECK 10018 SEKAO

Key:	Property Type: RE - Real Estate, PP - Personal Property
	Payment Type: A - Adjustment, R - Redemption, T - Current Tax, Q - Quit Claim, D - Write Off Deeded, B - Write Off Bankruptcy

#### **Details**

Description	Amount	Paid	Due
Gross Tax	2479.38	-	-
School Credit	146.05	-	-
	2333.33	-	-

Description	Amount	Paid	Due
GATEWAY TECHINCAL COLLEGE	65.47		
LOCAL	1322.92		
RACINE COUNTY	277.12		
STATE OF WISCONSIN	0.00		
UNIFIED SCHOOL	667.82		
First Dollar Credit	0.00	_	<del>-</del>
Lottery Credit	0.00	-	<u></u>
Net Tax	2333.33	2333.33	0.00
Special Assessments	0.00	0.00	0.00
Special Charges	0.00	0.00	0.00
Delinquent Utility	0.00	0.00	0.00
PrivateForest Crop	0.00	0.00	0.00
Woodland Tax Law	0.00	0.00	0.00
Managed Forest Land	0.00	0.00	0.00
Other Charges	0.00	0.00	0.00
Interest	-	0.00	0.00
Penalty	-	0.00	0.00
TOTAL	2333.33	2333.33	0.00

# Tax History

Interest/Penalty Date 11/12/2019

Year	Amount	Interest Paid	Penalties Paid	Paid	Last Paid	Amount Due	Status
2018	2333.33	0.00	0.00	2333.33	7/18/201 9	0.00	Paid
2017	2375.53	0.00	0.00	2375.53	7/24/201 8	0.00	Paid
2016	6069.49	0.00	0.00	6069.49	7/20/201 7	0.00	Paid
2015	6146.43	0.00	0.00	6146.43	7/11/2016	0.00	Paid
TOTA L	16924.7 8	0.00	0.00	16924.7 8	_	0.00	-

^{*} The totals shown here represent only the items in the grid. For more detailed information see 'Tax Balance Report'.

# **Document History**

No matching document history was found



# City of Racine Web Portal - Property Summary

Property: 23926004



Report-/Print engine List & Label ® Version 19: Copyright combit® GmbH 1991-2013

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2018 ▼	Real Estate	23926004	276 - CITY OF RACINE	6006 TWENTYFIRST ST	SEKAO INC 1616 OAKES RD RACINE WI 53406
Tax Year Legend:	<b>★\$</b> = 0	wes prior year taxes	= not assessed	= not taxed D	elinquent Current

# **Summary**

### **Property Summary**

Parcel #:	23926004
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	7/11/2017
Historical Date:	
Acres:	0.000

### **Property Addresses**

Primary A	<u>Address</u>
•	6006 TWENTYFIRST ST RACINE 53405

#### **Owners**

<u>Name</u>	<u>Status</u>	<u>Ownership Type</u>	<u>Interest</u>
SEKAO INC	CURRENT OWNER		0.00

#### **Parent Parcels**

No Parent Parcels were found

#### **Child Parcels**

No Child Parcels were found

#### **Legal Description**

NW 1/4 SECTION 24-3-22 LOT 2 OF CSM #3114 REC`D FEB 10, 2014 AS DOC #2374720

### **Public Land Survey - Property Descriptions**

No Property Descriptions were found

#### District

Code ▲ Description		<u>Category</u>
0600	GATEWAY TECHINCAL COLLEGE	TECHNICAL COLLEGE
276	LOCAL	OTHER DISTRICT
	RACINE COUNTY	
STATE OF WISCONSIN		
4620	UNIFIED SCHOOL	REGULAR SCHOOL

# **Building Information**

## Buildings

#### **Assessments**

## **Assessment Summary**

Estimated Fair Market Value: 309200

Assessment Ratio: 0.9830 Legal Acres: 0.000

#### 2018 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	0.000	110500	193500	304000
ALL CLASSES	0.000	E .	193500	304000

## 2017 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	0.000	110500	193500	304000
ALL CLASSES	0.000	110500	193500	304000

### **Taxes**

### **Tax Summary**

P	
Bill #: 26225	Net Mill Rate: 0.029166790

# **Lottery Credits**

-	······································		
Claims	Date	Amount	
0		0.00	

## Installments

Due Date ▲	<u>Amount</u>
1/31/2019	2362.18
3/31/2019	2199.18
5/31/2019	2199.18
7/31/2019	2199.18

### **Payments**

<u>Status</u>	Payment Date 🛦	<u>Type</u>	<u>Amount</u>	Receipt #	Notes
Posted	1/22/2019	Т	2362.18	95049	SEKAO, INC #9930
Posted	3/12/2019	Т	2199.18	103427	SEKAO, INC #9968
Posted	5/21/2019	Т	2199.18	110251	CHECK 10002 SEKAO
Posted	7/18/2019	T	2199.18	115894	CHECK 10018 SEKAO

Key:	Property Type: RE - Real Estate, PP - Personal Property
	Payment Type: A - Adjustment, R - Redemption, T - Current Tax, Q - Quit Claim, D - Write Off Deeded, B - Write Off Bankruptcy

#### **Details**

Description	Amount	Paid	Due
Gross Tax	9421.68	-	-
School Credit	554.97	-	-
	8866.71	-	-

Description		Amount		Due
GATEWAY TECHINCAL COLLEGE	248.79			
LOCAL		5027.11		
RACINE COUNTY		1053,06		
STATE OF WISCONSIN		0.00		
UNIFIED SCHOOL		2537.75		
First Dollar Credit	***************************************	69.99	-	-
Lottery Credit		0.00	-	_
Net Tax		8796.72	8796.72	0.00
Special Assessments	0.00		0.00	0.00
Special Charges	163.00		163.00	0.00
Fire Inspection	100.	00		***************************************
SANITARY SEWER MAINTENANCE	63.	00		
Delinquent Utility	***************************************	0.00	0.00	0.00
PrivateForest Crop	······································	0.00	0.00	0.00
Woodland Tax Law	***************************************	0.00	0.00	0.00
Managed Forest Land	0.00		0.00	0.00
Other Charges	0.00		0.00	0.00
Interest	-		0.00	0.00
Penalty		-	0.00	0.00
TOTAL		8959.72	8959.72	0.00

# Tax History

Interest/Penalty Date 11/12/2019

Year	Amount	Interest Paid	Penalties Paid	Paid	Last Paid	Amount Due	Status
2018	8959.72	0.00	0.00	8959.72	7/18/201 9	0.00	Paid
2017	9810.69	0.00	0.00	9810.69	7/24/201 8	0.00	Paid
2016	9756.71	0.00	0.00	9756.71	7/20/201 7	0.00	Paid
2015	9841.80	0.00	0.00	9841.80	7/11/2016	0.00	Paid
TOTA L	38368.9 2	0.00	0.00	38368.9 2	<b>=</b>	0.00	-

^{*} The totals shown here represent only the items in the grid. For more detailed information see 'Tax Balance Report'.

# **Document History**

No matching document history was found



# City of Racine Web Portal - Property **Summary**

List & Label ® Version 19: Copyright combit® GmbH 1991-2013

Property: 23926003

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
 2018 ▼	Real Estate	23926003	276 - CITY OF RACINE	6000 TWENTYFIRST ST	SEKAO INC 1616 OAKES RD RACINE WI 53406
Tax Year Legend:	: <b>*\$</b> = 0	wes prior year taxes	🛛 = not assessed	= not taxed	elinquent Current

# **Summary**

### **Property Summary**

Parcel #:	23926003
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	7/11/2017
Historical Date:	
Acres:	0.000

## **Property Addresses**

			٦
Primary .	<b>A</b>	<u>Address</u>	_
<b>₹</b>		6000 TWENTYFIRST ST RACINE 53405	

#### **Owners**

Name	<u>Status</u>	Ownership Type	<u>Interest</u>
SEKAO INC	CURRENT OWNER		0.00

#### **Parent Parcels**

No Parent Parcels were found

### **Child Parcels**

No Child Parcels were found

#### **Legal Description**

NW 1/4 SECTION 24-3-22 LOT 3 OF CSM # 3114 REC'D FEB 10, 2014 AS DOCUMENT #2374720

### **Public Land Survey - Property Descriptions**

No Property Descriptions were found

#### District

Code ▲	<u>Description</u>	<u>Category</u>
0600 GATEWAY TECHINCAL COLLEGE		TECHNICAL COLLEGE
276 LOCAL		OTHER DISTRICT
	RACINE COUNTY	
	STATE OF WISCONSIN	
4620	UNIFIED SCHOOL	REGULAR SCHOOL

# **Building Information**

### Buildings

## **Assessments**

## **Assessment Summary**

Estimated Fair Market Value: 20800

Assessment Ratio: 0.9830 Legal Acres: 0.000

#### 2018 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	0.000	20400	0	20400
ALL CLASSES	0.000	20400	0	20400

#### 2017 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	0.000	20400	0	20400
ALL CLASSES	0.000	20400	0	20400

# **Taxes**

### **Tax Summary**

	<del></del>
Bill #: 26224	Net Mill Rate: 0.029166790

# **Lottery Credits**

Claims	Date	Amount
0		0.00

#### Installments

<u>Due Date</u> ▲	<u>Amount</u>
1/31/2019	148.77
3/31/2019	148.75
5/31/2019	148.75
7/31/2019	148.75

#### **Payments**

<u>Status</u>	Payment Date A	<u>Type</u>	<u>Amount</u>	<u>Receipt #</u>	Notes
Posted	1/22/2019	Т	148.77	95048	SEKAO, INC #9930
Posted	3/12/2019	Т	148.75	103426	SEKAO, INC #9968
Posted	5/21/2019	Т	148.75	110250	CHECK 10002 SEKAO
Posted	7/18/2019	Т	148.75	115893	CHECK 10018 SEKAO

Key:	Property Type: RE - Real Estate, PP - Personal Property	1
	Payment Type: A - Adjustment, R - Redemption, T - Current Tax, Q - Quit Claim, D - Write Off Deeded, B - Write Off Bankruptcy	1

#### **Details**

Description	Amount	Paid	Due
Gross Tax	632.26	-	-
School Credit	37.24	-	-
	595.02	-	-

Description	Amount	Paid	Due
GATEWAY TECHINCAL COLLEGE	16.70		
LOCAL	337.35		
RACINE COUNTY	70.67		
STATE OF WISCONSIN	0.00		
UNIFIED SCHOOL	170.30		
First Dollar Credit	0.00	-	-
Lottery Credit	0.00	_	-
Net Tax	595.02	595.02	0.00
Special Assessments	0.00	0.00	0.00
Special Charges	0.00	0.00	0.00
Delinquent Utility	0.00	0.00	0.00
PrivateForest Crop	0.00	0.00	0.00
Woodland Tax Law	0.00	0.00	0.00
Managed Forest Land	0.00	0.00	0.00
Other Charges	0.00	0.00	0.00
Interest	-	0.00	0.00
Penalty	_	0.00	0.00
TOTAL	595.02	595.02	0.00

# Tax History

Interest/Penalty Date 11/12/2019

Year	Amount	Interest Paid	Penalties Paid	Paid	Last Paid	Amount Due	Status
2018	595.02	0.00	0.00	595.02	7/18/2019	0.00	Paid
2017	610.14	0.00	0.00	610.14	7/24/2018	0.00	Paid
2016	3401.05	0.00	0.00	3401.05	7/20/2017	0.00	Paid
2015	3444.27	0.00	0.00	3444.27	7/11/2016	0.00	Paid
TOTAL	8050.48	0.00	0.00	8050.48	-	0.00	-

^{*} The totals shown here represent only the items in the grid. For more detailed information see 'Tax Balance Report'.

# **Document History**

No matching document history was found

	ll l		ı	, <b>\</b>	11
				7	
•-	- DOCUMENT NO. STATE BAR OF WISCONS		THIS SPACE HES	ENVED FOR RECORDING DATA	
	1201798		Register's Office	>ss	
	Cokno. p. Fo	m i 1 v	Racine County, W Received for Rec	YEAR	.
	This Deed, made between Sekao, a Far Partnership, a/k/a Sekao, a Partner	ship,	/lune	A.D. 198.7 at 10.	34
			o'clety I. M. an	d recorded in Volume 18	49
	and Sekao, Inc., a Wisconsin Corpo	ration, Grantor,	4/	11 22	\$
			Helen	m. Schullen	
		, Grantee,		Register of Deeds	
	Witnesseth, That the said Grantor, for a valuable	e consideration	1200		
	conveys to Grantee the following described real estate inR.	acine	RETURN TO		-
	County, State of Wisconsin:		K-	$\mathcal{B}$	
	Legal Description of property conveye	ed ad			=
	contained on Exhibits "A", "B", and	"C"	Cax Parcel No:		
	attached hereto and incorporated as a hereof by reference.	a part			
	- XIV	51-00	8-03-27	-24-016-000	-
*	AXECO1 77.25 77	51-60	8-03-22	24-018-000	_
				-23-030-650	Ĺ
		<del>-</del>		-23-017-000	
				-24-200-000	_
			8=03-12.		4
				-23-021-00	_
				23-022-00	L
				23-016-001	
				-200-000	Ï
		Added to d	>08-03 -	22-23-021-0	00
	This is not homestead property.	- Dew Pcl:	008-03	- 2 2- 24-024	-IC
	Together with all and singular the hereditaments and	appurtenances thereun	is less in a	4-200-000	
	And Sekao,a. Family. Partnership, awarrants that the title is good, indefeasible in fee simple and	k/a Sekao,	a Partners	hip,	
	and zoning ordinances, roadway easemen	nts of record	, recorded	easements	ĺ
	for public utilities, recorded buildicovenants, and general taxes for year and will warrant and defend the same.	ing and use roof of closing,	estriction	is and	
				07	
	Dated this			, 1987.	
	By Henn Q Cakes, (SEAL)	By Madia	Miller	(SEAL)	
	. Glenn A. Oakes, Partner &	- ,	Oakes, Pa		
	Authorized Agent (SEAL)	Authorize		(CFAT)	
	*	*			
	· · · · · · · · · · · · · · · · · · ·	••••••			
	AUTHENTICATION	ACEN	OWLEDGM	ENT	
	Signature(s) of Glenn A. Oakes and	STATE OF WISCO	NSIN		
	Sandra M. Oakes		Country	88.	
	authanticated this 8th day of		e before me this	day of	
	Jasiph & Murawer Sr.	***************************************	19		
	Joseph J. Muratore, Sr.				
	TITLE: MEMBER STATE BAR OF WISCONSIN				
		to me known to be th	e person	who executed the	
	THIS INSTRUMENT WAS DRAFTED BY	foregoing instrument	and acknowledge	the same.	
	JOSEPH J. MURATORE, SR., Attorney			••••••	
	Racine, Wisconsin	* Notary Public		County, Wis.	
	(Signatures may be authenticated or acknowledged, Both	My Commission is p	ermanent. (If no	t, state expiration	
_	MC 38 000	date:	60	, 19)	
•	Mames of persons signing in any capacity should be typed or printed below the	heir signatures. VCL 10	UY PACEAA.	L	

#### Exhibit "A"

"That part of the Northwest 1/4 of Section 23, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows:

Begin on the North-South 1/4 line of said Section 23 at a point located N 01° 33′ 53″ W 1512. 43 feet from the center of said Section 23; run thence S 89° 05′ 03″ W 1318. 88 feet; thence N 01° 36′ 45″ W 1148. 56 feet; thence N 89° 36′ 28″ East 1320, 03 feet; thence S 01° 33′ 53″ E 1136. 49 feet to the point of beginning. Said parcel contains 34.603 acres. "

* Part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East, bounded as follows: Begin at a standard Racine County monument marking the West 1/4 of said Section 24; run thence North 01° 45' 43" West 241.01 feet on the Westline of said Section 24 to a 3/4" diameter iron pipe stake on the Southerly line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Right of Way; thence North 81° 38' 51" East 1102.06 feet on said Southerly line of right of way to the center line of Green Bay Road; thence South 19° 28' 27" West 228.77 feet on said center line; thence North 89° 09' 45" West 391.12 feet to a 3/4" diameter iron pipe stake; thence South 00° 50' 15" West 200.00 feet to a 3/4" diameter iron pipe stake on the East-West 1/4 line of said Section 24; thence North 89° 09' 45" West 612.76 feet to the point of beginning. Containing 5.867 acres. Excepting therefrom the rights of the public in and to Green Bay Road.

Part of the Northeast 1/4 of Section 23, Township 3 North Range 22 East, bounded as follows: Begin at a standard Racine County monument marking the East 1/4 corner of said Section 23; run thence South 89° 05' 04" West 1320.00 feet on the East-West 1/4 line of said Section 23 to a 3/4" diameter iron pipe stake; thence North 00° 54' 57" West 69.15 feet to a 3/4" diameter iron pipe stake on the Southerly line of the Chicago, Milwaukee, St. Paul and Pacific Railroad, right of way; thence North 81° 38' 51" East 1327.61 feet on said Southerly line of right of way to a 3/4" diameter iron pipe stake on the East line of said Section 23; thence South 01° 45' 43" East 241.01 feet to the point of beginning. Containing 4.696 acres.

Said land being in the Town of Mt. Pleasant, County of Racine and State of Wisconsin.

EXCEPTING therefrom land conveyed to State of Wisconsin for road purposes as in Deed recorded in Volume 1247 of Records, pages 11-12, Document No. 949239.

VCL 1869 PAGE 223

#### Exhibit "B" Continued.

Excepting therefrom the following described parcel:

That part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East, described as follows: Commence at the West 1/4 corner of said Section 24; run thence North 01° 45° 43° West, 198.51 feet along the West line of said Section 24 to the point of beginning of this description; run thence North 01° 45° 43° thence South 08° 21' 09° East, 141.22 feet; thence South 81° 38' 51° East, 227.95 feet; 38' 51° West, 20.50 feet to the point of curvature of a curve of Southwesterly convexity whose radius is 127.00 feet and southeasterly 61.81 feet along the arc of said curve; thence South 36° 14' 15° East, 44.25 feet; thence South 53° 45' 45° West, 33.00 feet; thence North 36° 14' 15° West, 44.25 feet whose radius is 160.00 feet and whose chord bears North 22° to the point of curvature of a curve of Southwesterly convexity 17' 42° West, 77.10 feet; thence Northerly 77.67 feet along the arc of said curve; thence South 81° 38' 51° West, 190.76 land being in the Town of Mt. Pleasant, County of Racine and State of Wisconsin.

SUBJECT.TO an easement over and across the following described parcel (Easement Parcel) to provide incress and egress to the dedicated public road now known as S.T.H. No. 31 in the Town of Mt. Pleasant. Said easement to continue until such time as the easement parcel is dedicated and accepted for use as a town road or a public highway:

Dasement Parcel: 1.173 acres. "That part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East, described as follows: Commence at a point on the East-West 1/4 line of said Section located South 89' 08' 05" East, 74.03 feet from the West 1/4 corner of said Section; run thence North 53° 45° 45° East, 203.37 feet to the point of beginning of this description; thence North 53° 45° 45° East, 168.65 feet to a point of curvature of a curve of Northerly convexity whose radius is 433.00 feet and whose chord bears North 60° 15' 45" East, 386.45 feet; thence Easterly 400.54 feet along the arc of said curve; thence South 73° 14' 15" East, 235.46 feet to the Westerly line of State Trunk Highway "31"; thence South 16° 33' 15" West, 33.00 feet to an angle point in said right-of-way; thence South 20° 43° 25" West, 33.08 feet along said right-of-way; thence North 73° 14° 15" West, 233.29 feet to a point of curvature of a curve of Northerly convexity whose radius is 367.00 feet and whose chord bears South 80° 15' 45" West, 327.51 feet; thence Westerly 339.49 feet along the arc of said curve; thence South 53° 45' 45" West, 168.88 feet; thence North 36° 14' 15" West, 66.00 feet to the point of beginning. Said land being in the Town of Mt. Pleasant, County of Racine and State of Wisconsin. Containing 1.173 acres."

(Page 2 of 2 Pages). vcl 1869 PAGE 224

That part of the South East One-quarter (1/4) of Section
Twenty-three (23), Township Three (3) North, Range Twentytwo (22) East, and part of the South West One-quarter (1/4)
of Section Twenty-four (24); Township Three (3) North, Range
Twenty-two (22) East, bounded as follows: Begin at a standard Racine County monument marking the West 1/4 corner of
said Section 24; run thence S 89 09' 45" E 535.64 feet on
the East-West 1/4 line of said Section 24 to a 3/4" diameter
iron pipe stake; thence S 01 45' 55" E 462.18 feet to a
3/4" diameter iron pipe stake; thence N 89 29' 55" E 295.84
feet to the centerline of Green Bay Road; thence S 12 11' 52"
W 36.90 feet on said centerline; thence S 89 29' 55" W 33.83
feet to a 1" square rack bar stake; continue thence S 89 29'
55" W 253.10 feet to a 3/4" diameter iron pipe stake; thence
S 01 45' 55" E 101.22 feet to a 3/4" diameter iron pipe stake;
thence N 89 29' 55" E 228.06 feet to a 3/4" diameter iron
pipe stake; continue thence N 89 29' 55" E 33.83 feet to
the centerline of Green Bay Road; thence S 12 11' 52" W
200.93 feet on said centerline; thence S 89 29' 55" W 33.83
feet to a 1" diameter iron pipe stake; continue thence S 89
29' 55" W 714.95 feet to a 3/4" diameter iron pipe stake on
the West line of said Section 24; continue thence S 89
29'
55" W 1322.89 feet to a 3/4" diameter iron pipe stake; thence N
01 36' 03" W 798.39 feet to a 3/4" diameter iron pipe stake;
on the East-West 1/4 line of said Section 23; thence N
89 05'
04" E 1321.05 feet to the point of beginning.

Together with a reservation for roadway purposes over the Louth 30 feet of property described in warranty deeds Volume 554, page 75 and Volume 555, page 226.

Excepting therefrom the rights of the public in and to Green Bay Road. Said land being in the Town of Mt. Pleasant.

Also excepting therefrom land conveyed for highway purposes described in Deed recorded in Volume 1251 of Records, pages 579-580, Document No. 951067.

OCUMENT NO.		CONSIN FORM 1 — 198 ITY DEED	2 THIS SPACE RESERVED FOR RECORDING DATA
1322934	WARRAN	III DEED	Register's Office
		****	Racine County, Wis.
This Deed, made bet a Wisconsin Corporat			Received for Record 15th. day of Ottober A.D. 19 90 at 10:01
		Grantor	o'clock A M. and recorded in Volume 2025
andSekao, Inc., a	WisconsinCor	poration,	1/10 m Achuttens
			Register of Deede
Witnesseth, That th	ne said Grantor, for a va		no-
4- O			RETURN TO Atty Joe Muratore
conveys to Grantee the following County, State of Wisconsin:	described real estate in .	A)66.4.1A.	610 Main Street Racine, WI 53403
			Tax Parcel No: 23926000
See legal description	on attached.		
	10		:
ee Manot 7年。加 <u>非</u> 人	5		
		•	•
			ļ.
This is not I	homestead property.		· · · · · · · · · · · · · · · · · · ·
(is) (is not)  Together with all and sing	oular the hereditements	and annurtanances the	reunta helanging:
			encumbrances except municipal
d zoning ordinances,	, recorded ease	ements for pub	lic utilities, recorded 📑
		venants, gene	ral taxes for the year
closing, and will warrant and defend the		Octobe	90
Dated this	day of	Land Reclama	19 <i>90</i>
	(SEAL)	x Glen	a Cake (SEAL)
*		Glenn A	Oakes President
		The same	- // h///
	•	X	
*	••••••	·bani.eii	OOakes, Secretary
AUTHENTIC	4 m x 0 3 x	A.C.	KNOWLEDGMENT
AUTHENTIU.	ATION	AU	
Signature(s)		İ	consin
		İ	88.
		STATE OF WIS	<i>l</i> in
Signature(s)		STATE OF WIS  Recine  Personally  Outstan	County, Ss.
Signature(s)day of	, 19	STATE OF WIS	County, came before me thisday of
signature(s)day of  authenticated thisday of  TITLE: MEMBER STATE BAR	, 19	STATE OF WIS  Recine  Personally  Outstan	County, came before me thisday of
Signature(s)day of	, 19 OF WISCONSIN	Racine Racine Personally Dutobar Glenn A. Oakes to me known to be	came before me this day of 1990 the above named Oakes & Danje D,
authenticated thisday of	OF WISCONSIN	Racine Racine Personally Dutobar Glenn A. Oakes to me known to be	County,  came before me this
* TITLE: MEMBER STATE BAR  (If not,	OF WISCONSIN s. Stats.) TED BY Muratore, Jr.	Racine Racine Personally Dutobar Glenn A. Oakes to me known to be	came before me this day of 1990 the above named Oakes & Danje D,

*Names of persons signing in any capacity should be typed or printed below their signatures.

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

STATE HAR OF WISCONSIN FORM No. 1 - 1982 WARRANTY DEED

VCL 2038 PAGE
Wisconsin Level Blank Co. Inc.
Milwaukee, Wis.

date: ...., 19.....)

#### Legal Description

#### Parcel 1.

A tract of land in the Northwest 1/4 of Section 24, Township 3 North, Range 22 East, in the City of Racine, County of Racine, State of Wisconsin, bounded and described as follows: Commence at the West 1/4 corner of said Section; thence North 01 degrees 45 minutes 43 seconds West for a distance of 340.67 feet, to a point on the North line of the Chicago, Milwaukee, St. Paul & Facific Railroad right-of-way; thence North 81 degrees 38 minutes 56 seconds East for a distance of 227.95 feet, along said railroad right-of-way to the point of beginning; thence North 81 degrees 38 minutes 56 seconds East for a distance of 860.88 feet, along said railroad right-of-way to a point on the West line of State Trunk Highway "31"; thence South 16 degrees 59 minutes 23 seconds West for a distance of 814.00 feet, along the South line of said railroad right-of-way to a point; thence South 81 degrees 38 minutes 56 seconds West for a distance of 814.00 feet, along the South line of said railroad right-of-way to a point; thence North 08 degrees 21 minutes 00 feet, a point; for a distance of 99.00 feet, to the point of beginning.

#### State Bar of Wisconsin Form 3-2003 OUT CLAIM DEED

	State Bar of Wiscor QUIT CLAI		Document # 2530898  RACINE COUNTY REGISTER OF DEEDS September 18, 2019 01:17 PM
Document Number	Docume	nt Name	Carrier C. Marson
THIS DEED, made between			CONNIE COBB MADSEN RACINE COUNTY REGISTER OF DEEDS Fee Amount: \$30.00 Exempt Code: 1
and SEV AO Inc	("Granto	r," whether one or more),	Pages: 1
and SEKAO, Inc.	······································	· · · · · · · · · · · · · · · · · · ·	
rents, profits, fixtures and o	("Granted tee the following described real other appurtenant interests, in ("Property") (if more space in	Racine	Recording Area
addendum):	( Troporty ) (xx more epace )	b moodod, produce ditaon	Name and Return Address
Deeds for Racine County, Wi Survey Map, Page 160-163, a Southwest 1/4 and Northwest	Map No. 3114, recorded in the of sconsin on February 10, 2014 in s Document No. 2374720 and but 1/4 of Section 24, Township 3 Racine, Racine County, Wiscon	n Volume 10 of Certified being a part of the North, Range 22 East.	SEKAO, Inc. 1616 Oakes Road Racine, WI 53406
Parcel 7 of Cortified Survey N	dan No. 2114 recorded in the o	Mine of the Deviator of	23926003 and 23926004
Deeds for Racine County, Wi.	Map No. 3114, recorded in the o sconsin on February 10, 2014 in	1 Volume 10 of Certified	Parcel Identification Number (PIN)
Southwest 1/4 and Northwest	s Document No. 2374720 and b 1/4 of Section 24, Township 3 Racine, Racine County, Wiscon	North, Range 22 East.	This is not homestead property (is) (is not)
	ended to combine the legal desc l is not a conveyance per sec. 73		
The following is for information Dated 09-11-19	onal purposes only:		
SEKAO, Inc.	(SEAI	`	(SEAL)
*Daniel D. Oakes	(SEAL	*	(SEAL)
*	(SEAI	*	(SEAL)
AUTHENT	ICATION	ACK	NOWLEDGMENT
Signature(s)		STATE OF WISCONSI	
authenticated on		Racine	COUNTY )
*		Personally came before the above-named Danic	me on September 11, 2019.
TITLE: MEMBER STATE I	BAR OF WISCONSIN		
authorized by Wis. Stat.	§ 706.06)	to me known to be the instrument and acknowle	e person(s) who executed the foregoing edged the same.
THIS INSTRUMENT DRAFT	TED BY:		Waltman
Landmark Title of Racine, Inc.	on behalf of	* Barbara E.V	Valtman
Daniel D. Oakes		Notary Public, State of V	Visconsin
	(Signatures may be authenticated		nanent) (expires: 02   19   2023 )

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED,
QUIT CLAIM DEED © 2003 STATE BAR OF WISCONSIN FORM NO. 3-2003

* Type name below signatures.

133-45(

WITNESSETH, That the said Grantors for a valuable consideration convey to Grantee the following described real estate in Racine County, State of Wisconsin:

This is not homestead property. Fart of the N.W. 1/4 of Sec. 24, Township 3 N. Range 22 E. bounded as follows:

Parcel #1.

"Begin at a standard Racine County monument marking the West 1/4 of said Section 24; run thence N 010 45' 43" W 241.01 ft. on the West line of said Section 24 to a 3/4" diameter iron pipe stake on the Southerly line of the Chicago, Minneapolis, St. Paul and Pacific Railroad Right of Way; thence N 81° 38' 51" E 1102.06 ft. on said Southerly line of right of way to the center line of Green Bay Road; thence S 19° 28' 27" W 228. 77 ft. on said center line; thence N 89° 09' 45" W 391. 12 ft. to a 3/4" diameter iron pipe stake; thence S 00° 50' 15" W 200.00 ft. to a 3/4" diameter iron pipe stake on the East-West 1/4 line of said Section 24; thence N 89° 09' 45" W 612.76 ft. to the point of beginning.

Containing 5, 867 Acres.

Excepting therefrom the rights of the public in and to

"Part of the N.E. 1/4 of Sec. 23, Township 3 N. Range 22 E. bounded as follows: Begin at a standard Racine County monument marking the East Parcel #2. 1/4 corner of said Section 23; run thence 5 890 05' 04" W 1320.00 feet on the East-West 1/4 line of said Section 23 to a 3/4" diameter iron pipe stake; thence N 00° 54' 57" W 69.15 ft. to a 3/4" diameter iron pipe stake on the Southerly line of the Chicago, Minneapolis, St. Paul and Pacific Railroad, right of way; thence N 81 38 51 E 1327.61 ft. on said Southerly line way; thence N of 30 31 E 1321.01 It on said southerly fille of right of way to a 3/4" diameter iron pipe stake on the East line of said Section 23; thence S 01° 45' 43" E 241.01 ft. to the Vec Exempt 77.25 #\$

point of beginning. Containing 4.696 Acres.

Said land being in the Town of Mt. Pleasant, Racine County, Wisconsin.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining.

And ARNOLD W. OAKES and IRENE M. OAKES, his wife, warrant that the title is good, indefeasible in fee simple and free and clear of encumbrances. and will warrant and defend the same.

'Executed at Racine, Wisconsin, this

Signed and Sealed in

Signatures of ARNOLD W. OAKES and IRENE M. OAKES, authenticated this _______day of ...June, _A.D., 1974.

Joseph J. Murature
Joseph J. Muratore, Member State Bar
of Wisconsin.

This instrument was drafted by

JOSEPH J. MURATORE, Attorney.

Received for Record 2 nd day of 2 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day of 3 day o

3-00

# CSM 3114

DOCUMENT # 2374720 RACINE COUNTY REGISTER OF DEEDS February 10, 2014 9:10 AM (E)

2015

From:

276-00-00-23926-000

6006 Twentyfirst Street

To:

CSM Lot 1

276-00-00-23926-005

6030 Twentyfirst Street

CSM Lot 2

276-00-00-23926-004

6006 Twentyfirst Street

CSM Lot 3

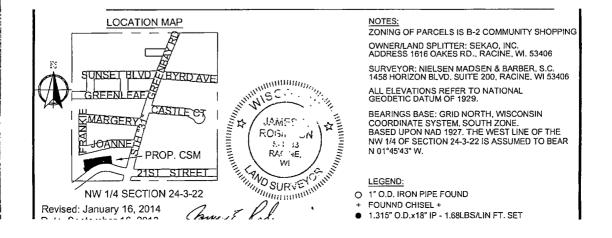
276-00-00-23926-003

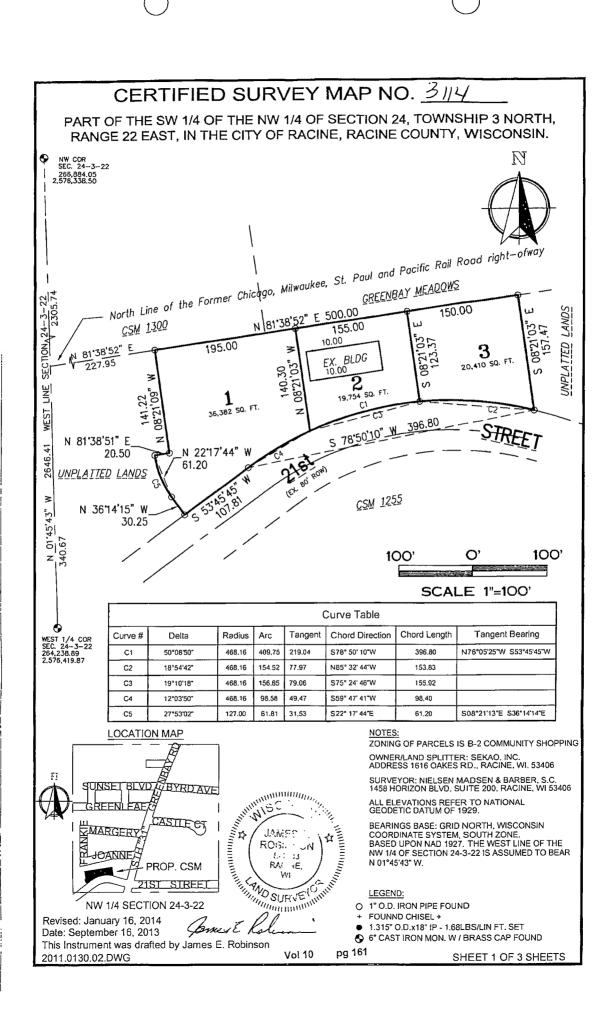
6000 Twentyfirst Street

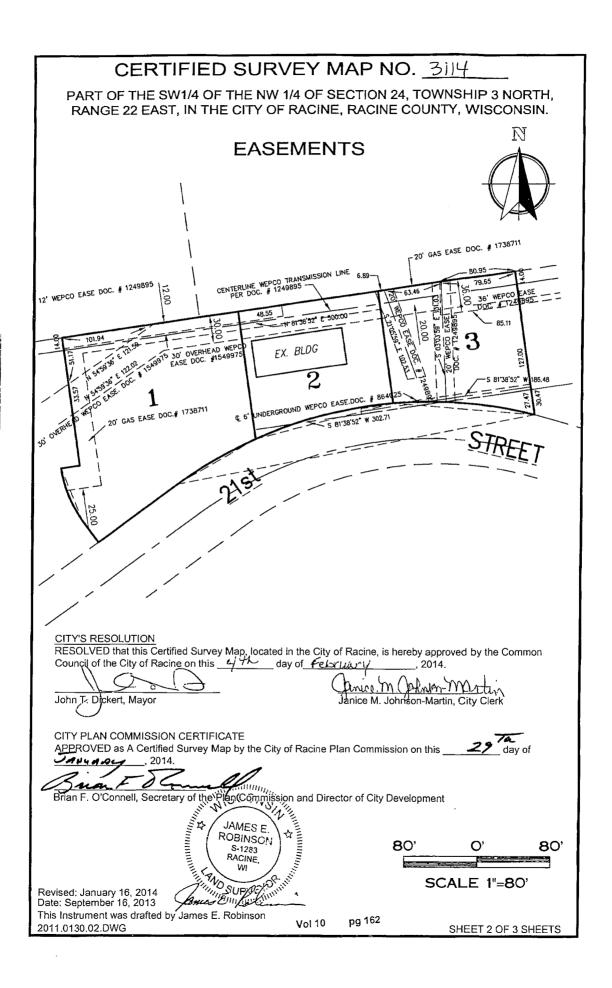
TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$34.00
Pages: 4

30-4

#### Vol 10 pg 160







# CERTIFIED SURVEY MAP NO. 3114

PART OF THE SW1/4 OF THE NW 1/4 OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 22 EAST, IN THE CITY OF RACINE, RACINE COUNTY, WISCONSIN.

I, James E. Robinson R.L.S., hereby certify THAT I have prepared this Certified Survey Map at the direction of the OWNER; THAT such CSM is a correct representation of all the exterior boundaries of the land surveyed and are described as: That part of the Southwest 1/4 of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin, described as follows: Commence at a point on the West line of said Northwest 1/4 located N01°45'43"W 340.67 feet from the West 1/4 corner of said Section 24 and the North line of the former Chicago Milwaukee St. Paul and Pacific Railroad right-of-way, thence N81°38'52"E 227.95 feet along said North line to the point of beginning of this description; continue thence N81°38'52"E 500.00 feet along said North line; thence S08°21'03"E 157.47 feet to the North line of 21st Street and a point on a curve of Northerly convexity whose radius is 468.16 feet and whose chord bears S78°50'10"W 396.80 feet; thence Southwesterly 409.75 feet along the arc of said curve and North line of 21st Street; thence S53°45'45"W 107.81 feet along said North line; thence N36°14'15"W 30.25 to the point of curvature of a curve of Southwesterly convexity whose radius is 127.00 feet and whose chord berars N22°17'44"W 61.20 feet; thence Northwesterly 61.81 along the arc of said curve; thence N81°38'51"E 20.50 feet; thence N08°21'09"W 141.22 feet to the point of beginning. Containing 76.546 square feet.

76,546 square feet. JAMES E. ROBINSON S-1283
RACINE, WI THAT I have complied with the subdivision regulations of the City of Racine. September 16, 2013. James E. Robinson, R.L.S. #1283 Nielsen, Madsen, & Barber, S.C. 1458 Horizon Blvd, Suite 200 THE WO SURVEY OF THE PROPERTY Racine, Wisconsin 53406 (262) 634-5588 CORPORATE OWNER'S CERTIFICATE OF DEDICATION SEKAO, INC. a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner does hereby certify that said corporation caused the land described on this CSM to be surveyed, divided, mapped, and dedicated as represented on this CSM. SEKAO, INC., does further certify that this C.S.M. is required by s. 236.34 to be submitted to the following for approval or objection: City of Racine. day of February 2014. Glenn A. Oakes Printed Name: Date: STATE OF WISCONSIN) COUNTY day of February Personally came before me this _ ,2014, Glenn A. Oakes-President of Sekao, Inc., to me known to be the person who executed the foregoing and acknowledged the same. Notary Public, Racine Wisconsin My commission expires: Printed Name: Barbara E. Waltman

Vol 10 pg 163

Revised: January 16, 2014 Date: September 16, 2013

2011.0130.02.DWG

This Instrument was drafted by James E. Robinson

SHEET 3 OF 3 SHEETS

•	
State of Alacansin/Department of Fransportation F-Cut 10-45	DOCUMENT NO.
	v partnership
nis Indenture, Made bySEKAO, n_femil	y partness sing.
	, posognation duly organized and existing under and
virtue of the laws of the State of Wisconsin	grantor, of
isconsin, hereby conveys and warrants to	State of Wisconsin/Dapartment of Transportation,
Division of Hishways	
grantee	of Goody, Wisconsin, for the
Six hundred five and no/100 -	Dollars.
um of	•
•	
Saq a	ttached Page 2 for
Lo	gal Description
,	the fell company tion for Hems of
	or the property described herein and includes full compensation for items of or the completion of the improvements contemplated by the relocation order or or the completion of the improvements contemplated by the relocation order or or the completion of the improvements contemplated by the relocation of the completion
orders upon which this instrument is asset of Compensation for additional items of damage listed in Compensation for additional items of damage listed in	sec. 32.19. Wisconsin Statutes, has not been included. If any such items are sec. 32.20. Wisconsin Statutes.
IN WITNESS WHEREOF, the said grantor has	caused these presents to be signed by
a partner Sandra H.	Oakos , is see Past , at, Wisconsin,
and the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second s	6th day of November, A.D., 1974.
and its corporate sear to be necessite annived, time	SEIVO
Signed and Sealed in Presence of	Partnership Esperate Name
Leatt & Willman	Glenn A. Oakos aka Glenn Oakes
Scott L. Willman	
	Mandia (Tarina)
	Sandra St. Oakes aka. Sandra Oakes
	Personally came before me, this
STATE OF WISCONSIN	. ,
RacinoCounty } ss	- Glean A. Oakes >0000000
County } ss	Partner
RacinoCounty } ss	Sandra M. Oakes Partner  Partnershin Secretary of the
County } ss	Sandra M. Oakes  Partner  Secretary of the
RECEIVED FOR RECORD	Sandra M. Oakes Partner  Partnershin Secretary of the

Scott L. Willman (SEAL) Notary Public, Milwaukee County, Wisconsin My commission expires Nov. 13 , A.D., 19 <u>99</u> Scott L. XIII can Negotiated by _

tion, and acknowledge that they executed the foregoing instrument as such officers as the deed of said confidence, p.

this instantant was deviced by the state of wiscovery

_ COUNTY

O'CLOCK_M. AND RECORDED IN VOL.

Project _____

VOL 1247 PAGE 11

by its authority.

Parcel No. ____

Fee Title in and to the following tract of land in Racine County, State of Wisconsin, described as:

onsin, described as:
That part of the northwest one-quarter of Section 24,000 1247 5 Forth Range 22 East described in Volume 909 of Racine County Records on Page 204, described as follows: begin at a point which is 2903.21 feet northeasterly and 60.00 feet northwesterly of the point of beginning of the following described reference line of S.T.H. 31, as measured along and normal to said reference line;

Said reference line begins at a point in the south line of the southwest one-quarter of said Section 24 which is 310.54 feet South 89° 02' 04" East of the southwest corner of said southwest one-quarter; thence North 11° 30' 49" East 989.94 feet; thence North 11° 49' 57" East 607.62 feet to a point of curve; thence northeasterly along the arc of a 0° 21' curve to the right, (whose radius is 16,370.22 feet and whose long chord bears North 15° 45' 36" East 2245.52 feet] 2244.27 feet to a point of tangency, said point being South 89° 09' 45" East 938.63 feet, North 11° 49' 57" East 27.50 feet and North 19° 41' |5" East | 123.90 feet of the southwest corner of the north west one-quarter of said Section 24, as measured along and from

the south line of said northwest one-quarter. Fee Exempt 77.25 thence northeasterly and parallel with said reference line to the owner's northerly property line (also the southerly line of the Chicago, Milwaukee, St. Paul and Pacific Railroad property); thence easterly along said line to the owner's easterly property line; thence southwesterly along said line to the owner's south property line; thence North 89° 09' 45" West along said line to a point which is South 19° 41' 15" West of the point of beginning of this description; thence North 19° 41'

15" East to the point of beginning.

This parcel contains 0.02 Acre, more or less, exclusive of lands previously

conveyed or dedicated for highway purposes.

Also a Limited Highway Easement for the right to construct cut and/or fill slopes, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Racine County, State of Wisconsin, described as: that part of the northwest one-quarter of said Section 24 and described in Volume 909 of Racine County Records on Page 204, lying between the previously described reference line of S.T.H. 31 and a line 70.00 feet westerly of, as

measured normal to, and parallel with said reference line.

The above easement is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later, how-

ever, no later than December 31, 1976.

Said parcel of real estate and/or interests therein will be occupied by the e of Wisconsin or its agents on DEC 3 1 13/4 . However. State of Wisconsin or its agents on at the sole discretion of the State of Wisconsin, said parcel and/or interests therein may be reasonably occupied after the date of acquisition by utility companies for the purpose of adjusting their facilities to accommodate the proposed highway construction.

949239

Register's Office Racine County, Wis. Received for Record D-6 comper ofclock A M. and recorded in Volume

.00

·1.D. 2390-2-21

Parcel 6

#### **OUIT CLAIM DEED**

50

Glenn A. Oakes, Sandra M. Oakes, R-O Associates of Racine Limited
Partnership, a Wisconsin Limited Partnership, Biogas Development
Corporation, Ltd., a Wisconsin Corporation, and Sekao, Inc., a Wisconsin
Corporation, quit-claims to the City of Racine, County of Racine, State
of Wisconsin, a municipal corporation, the following described real
estate in Racine County, State of Wisconsin, for the purpose of
dedicating a public highway. to-wit:

Tax Key No. 23900, 23901, 23905

That part of the Southeast 1/4 of Section 23 and the West 1/2 of Section 24, Township 3 North, Range 22 East in the City of Racine, Racine County, Wisconsin described as follows: Begin at a point on the East-West 1/4 line of said Section 24 located S89°08'05"E 183.43 feet from a standard Racine County monument marking the West 1/4 corner of said Section 24; run thence \$53°45'45"W 100.33 feet to a point on a curve of Southeasterly convexity whose radius is 433.00 feet and whose chord bears \$67°42'18"W 208.66 feet; thence Southwesterly on the arc of said curve 210.74 feet; thence N08°21'09"W 80.00 feet to a point on a curve of Southeasterly convexity whose radius is 353.00 feet and whose chord bears N67°42'18"E 170.11 feet; thence Northeasterly on the arc of said curve 171.80 feet; thence N53°45'45"E 357.24 feet to a point on a curve of Northerly convexity whose radius is 468.16 feet and whose chord bears N80°15'45"E 417.78 feet; thence Easterly on the arc of said curve 433.06 feet; thence S73°14'15"E 113.82 feet to a point on a curve of Southwesterly convexity whose radius is 896.16 feet and whose chord bears S76042'35"E 108.55 feet; thence Southeasterly on the arc of said curve 108.62 feet to a point on a curve of Southeasterly convexity whose radius is 15.00 feet and whose chord bears N58011'05"E 19.93 feet; thence Northeasterly on the arc of said curve 21.80 feet to the westerly line of State Trunk Highway "31" and a point on a curve of Northwesterly convexity whose radius is 16,430.22 feet and whose chord bears \$16028'37"W 42.80 feet; thence Southwesterly along the arc of said curve and the Westerly line of said Highway 42.80 feet; thence S19041'15"W 74.58 feet along the Westerly line of said Highway to a point on a curve of Northeasterly convexity whose radius is 15.00 feet and whose chord bears N26046'30"W 21.75 feet; thence Northwesterly along the arc of said curve 24.33 feet; thence N73014'15"W 216.79 feet to a point on a curve of VCL 1944 PAGE 980 Northerly convexity whose radius is 388.16 feet and whose

[30 Exempt 77.87 #13.

1 Now with the working

087 01

5

χ. 0 0 γ.

chord bears S80°15'45"W 346.39 feet; thence Westerly on the arc of said curve 359.06 feet; thence S53045'45"W 256.91 feet to the point of beginning. Containing 2.174 acres.

Dated this 30th day of November, A.D., 1988.

R-O	Asso	ociates	of	Racine
T.imi	ted	Partne	rehi	n.

Mark D. Redmond, Vice-President Redmond Development Corporation,

General Partner

Sandra M. Oakes, Individually

Biogas Development Corporation, Ltd.

Attest:

Sandra M. Oakes, Secretary

Sekao, Inc.

Attest:

#### **AUTHENTICATION**

Signatures of Glenn A. Oakes and Sandra M. Oakes authenticated this 30th day of November, A.D., 1988.

ember State Bar of Wisc.

#### ACKNOWLEDGMENT

Personally came before me this 20th day of November, A.D., 1988, the above named Mark D. Redmond to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public

Wanteshe County, Wis.

My Commission Expires: 7-2-89

THIS INSTRUMENT DRAFTED BY: Attorney Joseph J. Muratore, Jr.

Reseived for Record 3 day of January A.D. 19 P.7 at 1.33 of D. 19 P.7 at 1.33 of Delan Control on page 980

Jelen M. Achutten

8.00

# VOL 909 PAGE 204

#### 807768

We, Royal F. Gunther and Ruth A. Gunther, his wife, Fred J. Gunther and Anna C. Gunther, his wife, Frederick R. Gunther and Sylvia Gunther, his wife, Henry A. Gunther and Myrtle B. Gunther, his wife, and Susanna M. Kasabian, all of Racine, Wisconsin, parties of the first part, and Arnold W. Oakes, of the same place, party of the second part, Witnesseth, that in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the parties of the first part hereby do convey to the party of the second part, his heirs and assigns, real estate described as follows:

All those certain pieces or parcels of land situate in the Town of Mt. Pleasant, County of Racine, State of Wisconsin, known and described as follows:

- (a) The Northwest 1/4 of Section 23, Township 3 North, Range 22 East.
- (b) The West 99 feet or 6 rods of the East 1/2 of Section 23, Township 3 North, Range 22 East, lying North of the right of way of the Chicago, Milwaukee, St. Paul & Pacific Railroad Company.
- (c) The Southwest 1/4 of Section 23, Township 3 North, Range 22 East, lying North of the right of way of the Chicago, Milwaukee, St. Paul & Pacific Railroad Company.
- (d) That part of the Northeast 1/4 of Section 23, Township 3 North, Range 22 East, bounded as follows: Begin on the East line of said 1/4 Section, 340.23 feet (5.155 chains) North from the Southeast corner of said Northeast 1/4; run thence Westerly along the North line of right of way of the Chicago, Milwaukee, St. Paul & Pacific Railroad Company to a point, 99 feet (1.50 chains) East from the West line of said 1/4 Section; thence North parallel with and 99 feet East from said West line of said Northeast 1/4, 1520.31 feet (23.035 chains); thence East parallel with the South line of said Northeast 1/4 to the East line of said Northeast 1/4; thence South 1171.83 feet (17.755 chains) to the place of beginning.
- (e) That part of the Northeast 1/4 of Section 23, Township 3 North, Range 22 East, bounded as follows: Begin at the Southeast corner of said Northeast 1/4; run thence West 1320 feet; thence North to the South line of the right of way of the Chicago, Milwaukee, St. Paul & Pacific Railroad Company; thence Easterly along the South line of said right of way to the East line of said Northeast 1/4; thence South 340.24 feet (3.64 chains) to the place of beginning.
- (f) That part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East, bounded as follows: Begin at the Southwest corner of said Northwest 1/4; run thence East

951.72 feet, more or less (14.42 chains) to the center line of the Green Bay Road; thence Northeasterly along said Road; 439.56-feet (6.66 chains) to the South line of the right of way of the Chicago, Milwaukee, St. Paul & Pacific Railroad; thence Westerly along the South line of said right of way to the West line of said Northwest 1/4; thence South 340.24-feet (3.64 chains) to the place of beginning.

(g) The East 33 feet or 2 rods of the West 1/2 of the Southwest 1/4 of Section 14, Township 3 North, Range 22 East

with the exception of the following described parcel:

All that certain piece or parcel of land situate in the Town of Mount Pleasant, County of Racine, State of Wisconsin, known and described as that part of the Southwest 1/4 of the Northwest 1/4 of Section 24, Township 3 North, of Range 22 East, bounded as follows: Begin at a point on the East and West quarter section line of said Section 24 that is located South 87 18' 20" East a distance of 612-76 feet. from the West quarter corner of said Section 24; run thence North 20 41' 40" East a distance of 200 feet; run thence South 870 18' 20" East a distance of 200 feet; run thence South 870 18' 20" East a distance of 200 feet; run thence South 870 18' 20" East and Section 24 on the seast and West quarter section line of said Section 24 on an arc of a curve whose chord bears South 180 8! 40" West 207.50 feet; run thence North 870 18' 20" West along the East and West quarter section line of said Section 24 a distance of 334 feet to the point of beginning, containing 1.75 acres.

To have and to hold said real estate and any appurtenances thereunto belonging unto the party of the second part and his heirs and assigns forever.

The first parties, for themselves, their heirs, executors and administrators, hereby do warrant that they are seized of said real estate in fee simple and that the same are free and clear of all encumbrance excepting (i) ordinances of public authority restricting the use and occupancy that may be made of said real estate and (ii) restrictions, if any, upon use and occupancy of said real estate of public record after January 30, 1961, and (iii) easements, if any, of public record after January 30, 1961, and (iv) general real estate taxes levied on said real estate after January 1, 1961, and (v) special assessments for public improvements, the physical construction of which commenced after January 30, 1961, and (vi) any item for which an action for the enforcement thereof would be barred by Section 330.15 Wisconsin Statutes, and (vii) any encumbrance resulting from the act, or omission to act, of the second party; and the first parties forever will warrant and defend their said title to said real estate.

This deed is executed and delivered by the first parties to the second party in fulfillment of a land contract recorded

in the office of the Register of Deeds for said Racine County in 669 Deeds 107.

IN WITNESS WHEREOF, the first parties have hereunto set their hands and seals this 3rd day of May, A. D. 1966. Signed and sealed in the presence. of: . VOL 909 PAGE 206 Emery B. Benson Susanna M. Kasabian Racine County Personally came before me on this 3rd day of May, A. D. 1966, the above named Royal F. Gunther and Ruth A. Gunther, his wife, Fred J. Gunther and Anna C. Gunther, his wife, Frederick R. Gunther and Sylvia Gunther, his wife, Henry A. Gunther and Myrtle B. Gunther, his wife, and Susanna M. Kasabian, to me known to be the persons who executed the foregoing instrument and admind the foregoin executed the foregoing instrument and acknowledged the execution of the same as their free and voluntary act. Emery A. Benson Notary Public, Racine Co (Notary Seal) My commission is permanent This instrument drafted by Emery B. Regusory Racin county, is a 3/st. 

## 1249895

negister's Office Racine County. Wis. Received for Record 11 th day of 

Web m Schutten

#### OUIT CLAIM DEED

WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation, Grantor, quit claims to LAND RECLAMATION LTD., a Wisconsin corporation, Grantee, the following described real estate in Racine County, State of Wisconsin:

That portion of the former Chicago, Milwaukee, St. Paul and Pacific Railroad Company right of way located in the Southwest 1/4 of Section 23, the Southeast 1/4 of Section 23, the Northeast 1/4 of Section 23, and the Northwest 1/4 of Section 24, all located in Township 3 North, Range 22 East, in the City of Racine (formerly Town of Mt. Pleasant), bounded on the east by the westerly line of STH "31" (Green Bay Road) and on the west by a line located 100 feet west of the west line of the Northeast 1/4 of the Southwest 1/4 of said Section 23, the centerline of said right of way being more particularly described as follows:

Beginning at the intersection of a line located 100.00 feet west of and parallel to the west line of the Northeast 1/4 of the Southwest 1/4 of Section 23 and the centerline of said former Chicago, Milwaukee, St. Paul and Pacific Railroad Company right of way; thence North 81 degrees 38 minutes 43 seconds East, 110.65 feet to a point on the North-South 1/16 line of said Section 23, said point being South 01 degree 37 minutes 12 seconds East, 235.91 feet from the northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 23, said right of way being a strip of land 99.00 feet wide, 49.50 feet northerly of said centerline and 49.50 feet southerly of said centerline; thence continuing North 81 degrees 38 minutes 43 seconds East, 1,326.75 feet to a point, said point being in the North-South 1/4 Section line of said Section 23, said point being South 01 degree 45 minutes 01 second East, 54.22 feet from the center of said Section 23, said right of way being a strip of land 115.50 feet wide, 49.50 feet northerly of said centerline and 66.00 feet southerly of said centerline; thence continuing North 81 degrees 38 minutes 43 seconds East, 2,666.84 feet to a point on the east line of said Section 23, said point being North 01 degree 45 minutes 43 seconds West, 291.10 feet from the East 1/4 corner of said Section 23, said right of way being a strip of land 115.50 feet wide located in the Southeast 1/4 of said Section 23, being 49.50 feet northerly of said centerline and 66.00 feet southerly of said centerline together with a strip of land 99.00 feet wide located in the Northeast 1/4 of Section 23, being 49.50 feet northerly of said centerline and 49.50 feet southerly of said centerline; thence continuing North 81 degrees 38 minutes 43 seconds East, 960.00 feet more or less to the west line of STH "31" (Green Bay Road), said right of way being a strip of land 99.00 feet wide, 49.50 feet northerly of said centerline and 49.50 feet southerly of said centerline, and the point of termination of said centerline description. MIRCOUPID WAST TREATS LAURIEL 19X \$ 80.40

· vol 1901 PAGE 437

ç

EXCEPTING THEREFROM a portion of said right of way being a part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East, in the City of Racine (formerly Town of Mt. Pleasant), Racine County, Wisconsin, more particularly described as follows:

Commencing at the West 1/4 corner of said Section 24; thence North 01 degree 45 minutes 43 seconds West, on and along the west line of said Northwest 1/4 of Section 24, a distance of 340.67 feet to a point in the north line of the former Chicago, Milwaukee, St. Paul and Pacific Railroad Company right of way and the point of beginning of the lands herein to be described; thence North 81 degrees 38 minutes 51 seconds East, on and along the north line of the former Chicago, Milwaukee, St. Paul and Pacific Railroad Company right of way 227.95 feet to a point; thence South 08 degrees 21 minutes 09 seconds East, to a point in the south line of the former Chicago, Milwaukee, St. Paul and Pacific Railroad Company right of way; thence South 81 degrees 38 minutes 51 seconds West, on and along the south line of the former Chicago, Milwaukee, St. Paul and Pacific Railroad Company right of way, to a point in the west line of said Northwest 1/4 of Section 24; thence North 01 degree 45 minutes 43 seconds West, on and along the west line of said Northwest 1/4 of Section 24, to a point in the north line of the former Chicago, Milwaukee, St. Paul and Pacific Railroad Company right of way and the point of beginning.

FURTHER EXCEPTING AND RESERVING unto Grantor the right, permission and authority to survey, construct, reconstruct, erect, install, enlarge, remove, operate, maintain and replace transmission line structures of such material as Grantor may select, together with the necessary footings, stub supports and underground accessories (comprising a part of a transmission line of 2 or more circuits) in such locations as may be from time to time selected by Grantor upon, over, across and within the premises herein conveyed, the centerline of said structures will be located 14.00 feet southerly of the northerly property line.

Grantor further reserves the right, permission and authority to string, install, operate, maintain and replace wires and cables supported by the necessary crossarms and appliances over and across the premises herein conveyed all for the purpose of transmitting electric energy, communication and signals. Said wires and cables shall be strung so as to have ground clearance not less than specified by the latest edition of the Wisconsin Administrative Code at all points.

Grantor also reserves the right, permission and authority to construct, install, operate, repair, maintain and replace conduit and

cables underground, together with manholes and other appurtenant equipment; also the right to construct, install, operate, maintain and replace electric pad-mounted transformers, electric pad-mounted switch-fuse units, together with concrete slabs, pedestals, riser equipment, terminals, markers and other necessary and usual appurtenant equipment above ground, all for the purpose of transmitting electric energy for light, heat, power and signals, or for such other purpose as electric current is now or may hereafter be used upon, across, within and beneath strips of land of varying widths being a part of the premises herein conveyed, the centerlines of said strips of land being described as follows:

## 12 foot easement strip - Southwest 1/4 of Section 23, Town-ship 3 North, Range 22 East

Commencing at the center of said Section 23, Township 3 North, Range 22 East; thence South 01 degree 45 minutes 01 second East, on and along the east line of said Southwest 1/4 of Section 23, 83.07 feet; thence South 81 degrees 38 minutes 51 seconds West, 379.27 feet to the point of beginning of said centerline description; thence North 08 degrees 21 minutes 09 seconds West, 79.02 feet to a point in the northerly right of way line of the former Chicago, Milwaukee, St. Paul and Pacific Railroad Company and the point of termination of said centerline description.

#### 36 foot easement strip - Northwest 1/4 of Section 24, Township 3 North, Range 22 East

Commencing at the West 1/4 corner of said Section 24, Township 3 North, Range 22 East; thence North 01 degree 45 minutes 43 seconds West, on and along the west line of said Northwest 1/4 of Section 24, 340.67 feet to a point in the northerly line of the former Chicago, Milwaukee, St. Paul and Pacific Railroad Company right of way; thence North 81 degrees 38 minutes 51 seconds East, on and along the northerly line of the former Chicago, Milwaukee, St. Paul and Pacific Railroad Company right of way, 647.00 feet; thence South 01 degree 45 minutes 43 seconds East, 18.00 feet to the point of beginning of said centerline description; thence North 81 degrees 38 minutes 51 seconds East, to a point in the westerly line of STH "31" and the point of termination of said centerline description.

# 12 foot easement strip - Northwest 1/4 of Section 24, Town-ship 3 North, Range 22 East

Commencing at the West 1/4 corner of said Section 24, Township 3 North, Range 22 East; thence North 01 degree 45 minutes 43 seconds West, on and along the West line of said Northwest 1/4 of Section 24, 340.67 feet to a point in the northerly line of the former Chicago, Milwaukee, St. Paul and Pacific Railroad Company right of way; thence North 81 degrees 38 minutes 51 seconds East, on and along the northerly line of the former Chicago, Milwaukee, St. Paul and Pacific Railroad Company right of way 465.50 feet to the point of beginning of said centerline description; thence South 08 degrees 21 minutes 09 seconds East, 6.00 feet; thence South 81 degrees 38 minutes 51 seconds West, 237.55 feet to the point of termination of said centerline description.

# 15 foot easement strip - Northeast 1/4 of Section 23, Town-ship 3 North, Range 22 East

Commencing at the intersection of the east line of said Northeast 1/4 of Section 23 and the northerly right of way line of the former Chicago, Milwaukee, St. Paul and Pacific Railroad Company right of way; thence South 81 degrees 38 minutes 43 seconds West, on and along said northerly right of way line of the former Chicago, Milwaukee, St. Paul and Pacific Railroad Company right of way, 7.50 feet to the point of beginning of said centerline description; thence south to a point 7.50 feet west of the east line of said Northeast 1/4 of Section 23 and located in the southerly right of way line of the former Chicago, Milwaukee, St. Paul and Pacific Railroad Company right of way and being the point of termination of said centerline description.

# 21 foot easement strip - Northeast 1/4 of Section 23, Northwest 1/4 of Section 23 and Southwest 1/4 of Section 23, all in Township 3 North, Range 22 East

The southerly 21.00 feet of the 66.00 foot right of way for future 21st Street, the centerline of said 66.00 foot right of way being described as follows: Commencing at a Racine County monument marking the center of said Section 23; running thence South 89 degrees 30 minutes 53 seconds West, 598.34 feet along the East-West 1/4 line; thence South 00 degrees 29 minutes 07 seconds East, 147.82 feet to the point of beginning of this centerline description; running thence North 81 degrees 28 minutes 51 seconds East, 1951.07 feet to a point of curvature of a curve of northeasterly convexity whose radius is 400 feet and whose chord bears South 76 degrees 21 minutes 09 seconds East, 299.68 feet; thence easterly along the arc of said curve to a point in the southerly line of the former Chicago, Milwaukee, St. Paul and Pacific Railroad Company right of way, and the point of termination of said centerline description for the 66 foot right of way for 21st Street.

# 20 foot easement strip - Northwest 1/4 of Section 24, Township 3 North, Range 22 East

Commencing at the west 1/4 corner of said Section 24; thence North 01 degree 45 minutes 43 seconds West, on and along the west line of said Northwest 1/4 of Section 24, 340.67 feet to a point in the northerly line of the former Chicago, Milwaukee, St. Paul and Pacific Railroad Company right of way; thence North 81 degrees 38 minutes 51 seconds East, on and along the northerly line of the former Chicago, Milwaukee, St. Paul and Pacific Railroad Company right of way, 584.84 feet to the point of beginning of said centerline description; thence South 21 degrees 06 minutes East to a point in the southerly line of the former Chicago, Milwaukee, St. Paul and Pacific Railroad Company right of way and the point of termination of said centerline description.

#### 15 foot easement strip - Northwest 1/4 of Section 24, Township 3 North, Range 22 East

Commencing at the intersection of the northerly line of the former Chicago, Milwaukee, St. Paul and Pacific Railroad Company right of way and the westerly line of STH "31" (Green Bay Road); thence South 81 degrees 38 minutes 51 seconds West, on and along the northerly line of the former Chicago, Milwaukee, St. Paul and Pacific Railroad Company right of way, 7.5 feet to the point of beginning of said centerline description; thence south on and along a line 7.5 westerly of and parallel to the westerly right of way line of STH "31" (Green Bay Road) to a point in the south line of the former Chicago, Milwaukee, St. Paul and Pacific Railroad Company, said point being 7.50 feet westerly of the westerly line of STH "31" (Green Bay Road) and the point of termination of said centerline description.

## 15 foot easement strip - Southwest 1/4 of Section 23, Township 3 North, Range 22 East

Commencing at the center of said Section 23, Township 3 North, Range 22 East; thence South 01 degree 45 minutes 01 second East, on and along the east line of said Southwest 1/4 of Section 23 to a point in the southerly line of the former Chicago, Milwaukee, St. Paul and Pacific Railroad Company right of way; thence South 81 degrees 38 minutes 43 seconds West, 429.27 feet to the point of beginning of said centerline description; thence North 08 degrees 21 minutes 09 seconds West to a point in the northerly line of the former Chicago, Milwaukee, St. Paul and Pacific Railroad Company right of way and the point of termination of said centerline description.

Grantor further reserves the right, permission and authority to cut down and remove and/or trim trees and overhanging branches now or hereafter existing on the premises herein conveyed and to cut down and remove brush or apply chemicals for purposes of brush control, and to trim or cut down and remove such trees now or hereafter existing on the premises of the grantor located outside of said strips of land which by falling might interfere with or endanger said electric line facilities.

No structures shall be erected or inflammable material placed or accumulated, or trees planted on the premises herein conveyed, and Grantee is hereby prohibited from altering the grade elevation of the existing ground surface within the premises herein conveyed by more than 4 inches without the written consent of Grantor

Grantor further reserves the right to enter upon the premises herein conveyed for the purpose of patrolling said overhead and underground electric line facilities and exercising the rights herein reserved, but Grantor agrees to restore or cause to have restored, the premises herein conveyed, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantor or its agents. This restoration, however, does not apply to any trees or brush which may be removed at any time pursuant to the rights herein reserved.

Grantee, by acceptance hereof, agrees that the complete exercise of the rights herein reserved may be gradual and not fully exercised for some time in the future, and that none of the rights herein reserved shall be lost by nonuse for any length of time.

It is understood by Grantee that Grantor does not undertake to guarantee or provide means of access to the above-described premises herein conveyed. The above reservations shall be binding upon and/or inure to the benefit of the successors and assigns of the parties hereto.

Dated this 2nd day of November , 1987.

WISCONSIN ELECTRIC POWER COMPANY

By R. E. Skogg Vice President

ATTEST:

By J.W. Fleissner

Assistant Secretary

STATE OF WISCONSIN) MILWAUKEE COUNTY Personally came before me this 2nd day of 1987, the above named ____ R. E. Skogg J. W. Fleissner ____ of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice President and Assistant Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority. James D. Zakrajsneck Notary Public__ Ozaukee Co., WI My commission is permanent.

This is not homestead property.

This instrument was drafted by Kenneth J. Teske on behalf of Wisconsin Electric Power Company.

	RI
*.	
•	V

7			
DOCUMENT NO.	· :		WARRANTY DEED STATE OF WISCONSIN-FORM I THIS SPACE RESERVED FOR RECORDING DATA
756438	<i>,</i> .		
THIS INDENTURE, Made to A. D., 19.63., betweenArn his wife, of Racine	his 9 Au day of Augu old W. Oakes and Ir , Wisconsin,		
Glenn A. Oakes and joint tenants, of t	Sandra Oakes, his v he same place,	≠i.fe.,a.s	
of the sum of One Dollar valuable considerat confessed and acknowledged, have do give, grant, bargain, sell, re	LOD	the said part.LeS.of t sised, released, aliened, co irm whto the said part.L Racine	he second part, the receipt whereof is hereby inveyed and confirmed, and by these presents @.S.of the second parthe inters and assigns and State of Wisconsin, to-wit:
All that certain pi Pleasant, County of part of the Southwe North, of Range 22 and West quarter se 87° 18' 20" East a of said Section 24; feet; run thence So of State Trunk High	ece or parcel of late Racine, State of West 1/4 of the North East, bounded as forction line of said distance of 612.76 run thence North 200 th 87° 18' 20" East Way #31; run thence Trunk Highway to the	and situate in visconsin, knowest 1/4 of pollows: Begin Section 24 to feet from the 20 41! 40" East 389.28 fee e Southwester	n the Town of Mount own and described as that Section 24, Township 3 n at a point on the East hat is located South e West quarter corner st a distance of 200 t to the center line ly along the center est quarter section line d bears South 18° 8' 40" t along the East and West
of beginning, conting the following the first title, interest, claim or demand of, in and to the above bargained programmed to Have and to the second part, and to the first And the said Arnold.	IF NICESAIN, CONTINES DES IF NICESAIN, CONTINES DES IT the hereditaments and appurtenant whatsoever, of the said part. 12.8, remises, and their hereditaments an aid premises as above described with and assigns FOREVER. II. Oakes and Irene	SCRIPTION ON REVER nees thereunto belonging I the first part, either in h d appurtenances. th the hereditaments and 	SE SIDE) or in any wise appertaining; and all the estate aw or equity, either in possession or expectancy appurtenances, unto the said part. I.E.Sof the life, [1.5/11/1574/2-1
with the said partLeS. of the secon they are well seized of in the law, in fee simple, and that t	d part, their and  I the premises above described, as on the same are free and clear from all	assigns, that at the time of a good, sure, perfect, incumbrances whatever.	covenant, grant, bargain, and agree to and of the ensealing and delivery of these presents absolute and indefeasible estate of inheritance
ngainst all and every person or person In Witness Whereof, the day ofAugus.t A. E.	sons lawfully claiming the whole or said part. AC.Sof the first part had a 1963	We_hereunto setth	ESof the second part. English and assigns, ENWING forever WARRANT AND DEFEND. LOIT band. S. and seal. S. this. J. G.
SIGNED AND SEALED  Charles P. Zin	Zunen.		rnold W. Oakes  Classic (SEAL)  tene Qakes
/ Lavisine	P. ginnen		(SEAL)
Lorraine P. Z			(SEAL)
STATE OF WISCONSIRacinePersonally came before me, the above namedATNOId_J	this 4 4/3 dis	ıy ofAugus.t Oakes,hi.svii	
to me known to be the personS	.who executed the foregoing instrum	ient and acknowledged t	he same.

(Section 59.51 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon the names of the granters, grantees, witnesses and notary).

WARRANTY DEED—STATE OF WISCONSIN, FORM NO. 1

R. C. MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MILLAGO, MI

NOTARY SEAL

This instrument drafted by

Donald A. Butchart

Mariala.

Notary Public.

Edward A. Sowicky

...County, Wis.

Racine

vol. 790 PAGE 196

756438

THE KNIGHT BARRY ABSTRACT CO.

1243013

AN ORDINANCE

Racine County, Wis.

Received for Record Q

Heleny M. Achutten

An ordinance to provide for the annexation of certain territory contiguous to the City of Racine.

The Common Council of the City of Racine do ordain as follows:

Part 1.

Section 1

## TERRITORY ANNEXED

That in accordance with Section 66.021, Wis. Stats., and the Petition for Annexation filed with the City Clerk on the 5th Day of October, 1987, signed by the majority of the owners of one-half or more of the land in area within the territory to be annexed and by all of the electors residing in such territory, the territory described on Exhibit A attached hereto lying in the Town of Mt. Pleasant, Racine County, Wisconsin, and contiguous to the City of Racine be and the same is hereby annexed to the City of Racine, Wisconsin.

Section 2

## EFFECT OF ANNEXATION

From and after the date of this ordinance, the corporate limits of the City of Racine are hereby extended so as to include said territory for any and all purposes provided by law, and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Racine.

Section 3

## DISTRICT DESIGNATION

The limits of the Fourteenth Aldermanic District are hereby extended in such a manner as to include said territory.

FIL

VOL1889 PAGE 143

## Section 4

## SEVERABILITY

If any provision of this ordinance or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

## Part 2.

This ordinance shall take effect upon passage.

Passed by the Common Council _	10-13-87
Approved _	10-14-87
_	M. Ouen Daries
	Mayor

Attest:

VOL1889 PAGE 144

# PETITION FOR DIRECT ANNEXATION TO THE CITY OF RACINE, WISCONSIN

## ANNEXATION EXHIBIT "A"

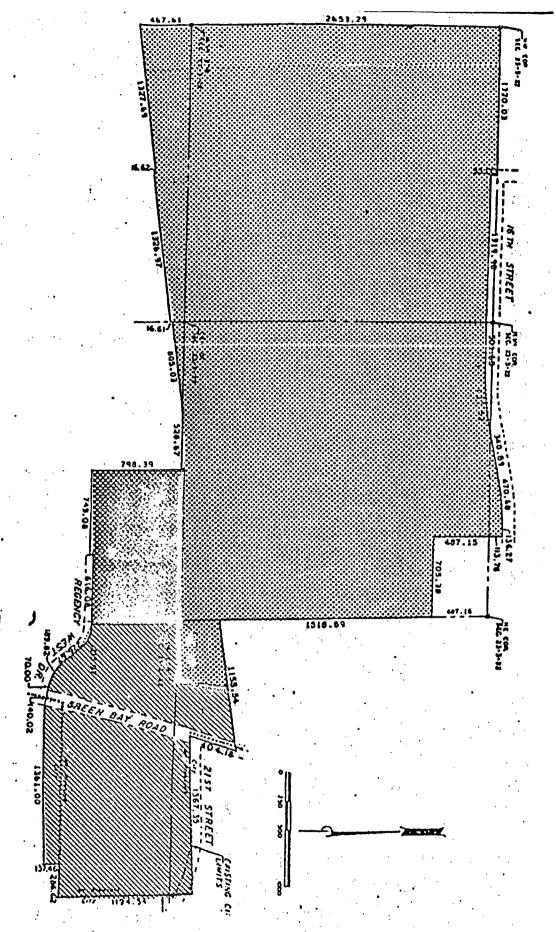
Legal Description of Territory Proposed to be Annexed.

That part of the Southeast 1 of Section 14, the Northwest 1, Northwest 1, Southwest 1 and Southeast 1 of Section 23, and the Southwest 1 of Section 24, all in Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Begin at a standard Racine County monument marking the Northwest corner of the Northwest 2 of said Section 23; run thence N89°36'28"E 1320.03 feet along the North line of said Section 23; thence SO1°36'45"E 55.00 feet to the South line of 16th Street; thence N89°36'25'E 1319.98 feet along said South line of 16th Street; thence N89°08'28"E 508.68 feet along said South line of 16th Street to a point on a curve of Southerly convexity whose radius is 2409.19 feet and whose chord bears N83º19'12"E 488.68 feet; thence Easterly on the arc of said curve and the South line of 16th Street 489.5% feet; thence N77°29'57"E 340.89 feet along the South line of 16th Street to a point on a curve of Northerly convexity whose radius is 2242.05 feet and whose chord bears N83°24'52"E 469.82 feet; thence Easterly 470.68 feet on the arc of said curve and the South line of 16th Street to a point on a curve of Southerly converty whose radius is 2219.00 feet and whose chord bears N87º 40'10'E 136.25 feet; thence Easterly on the arc of said curve and the South line of 16th Street 136.27 feet; thence S01'50'10"E 113.76 feet to the North line of said Section 23; thence SO10451 43"E 187.15 feet; thence N89°08'29"E 705.38 feet to the West line of said Section 24; thence S01°45'43"E 1818.59 feet along the West line of said Section 24 to the Northerly line of the former Chicago, Milwaukee, St. Paul & Pacific Railroad right of way; thence N81°38'51"E 1155.54 feet along said right of way to the centerline of Green Bay Road and a point on a curve of Westerly convexity whose radius is 16370.22 feet and whose chord bears S16°54'01"W 404.18 feet; thence Southerly on the arc of said curve and said centerline 404.18 feet to the projected South line of Twenty-first Street; thence N88°27'33"E 1367.35 feet along the projected South line and actual South line of Twenty-first Street; thence SO1°33'25"E 1194.54 feet parallel to the North-South & line of said Section 24; thence N89°08'05"W 286.62 feet parallel to the East-Vest 2 line of said Section 24; thence S00°08'19"E 137.46 feet; thence S89.91'41"W 1361.00 feet to the East line of Green

Page 1 of 2

Bay Road; thence N79°01'46"W 140.02 feet to the West line of Green Bay Road and the North line of Regency West Drive; thence N78.101 03"W 70.00 feet along the North line of Regency West Drive to a point on a curve of Southwesterly convexity whose radius is 284.98 feet and whose chord bears N59°05'06"W 186.33 feet; thence North-westerly on the arc of said curve and the Northerly line of Regency West Drive 189.82 feet; thence N40.00'10"W 226.67 feet on the Northerly line of Regency West Drive to a point on a curve of Northeasterly convexity whose radius is 245.04 feet and whose chord bears N65°15'07"W 209.04 feet; thence Northwesterly on the arc of said curve and the Northerly line of Regency West Drive 215.97 feet; thence S89°29'55"W 616.08 feet along the North line of Regency West Drive; thence S01°45'14"E 33.01 feet; thence S89° 29'55"W 749.08 feet; thence NO1°38'03"W 798.39 feet to the East-West 2 line of said Section 23; thence S89.05.04"W 528.67 feet to the Southerly line of the former Chicago, Milwaukee, St. Paul & Pacific Railroad right of way; thence S81.38'51"W 805.03 feet along said right of way to the North-South 1 line of said Section 23; thence S01°45'01"E 16.61 feet along said North-South } line to the Southerly line of said Railroad right of way; thence S81° 38'51"W 1326.97 feet along said right of way; thence NO1º36'45"W 16.62 feet along said right of way; thence S81°38'51"W 1327.69 feet along said right of way to the West line of said Section 23; run thence N01°29'21"W 467.61 feet along said West line of said Section 23 to the West & corner of said Section 23; thence NO1º 39 38"W 2653.29 feet to the point of beginning. Containing 429.677 acres including the land within Green Bay Road and Twentyfirst Street.

Page 2 of 2 Pages.



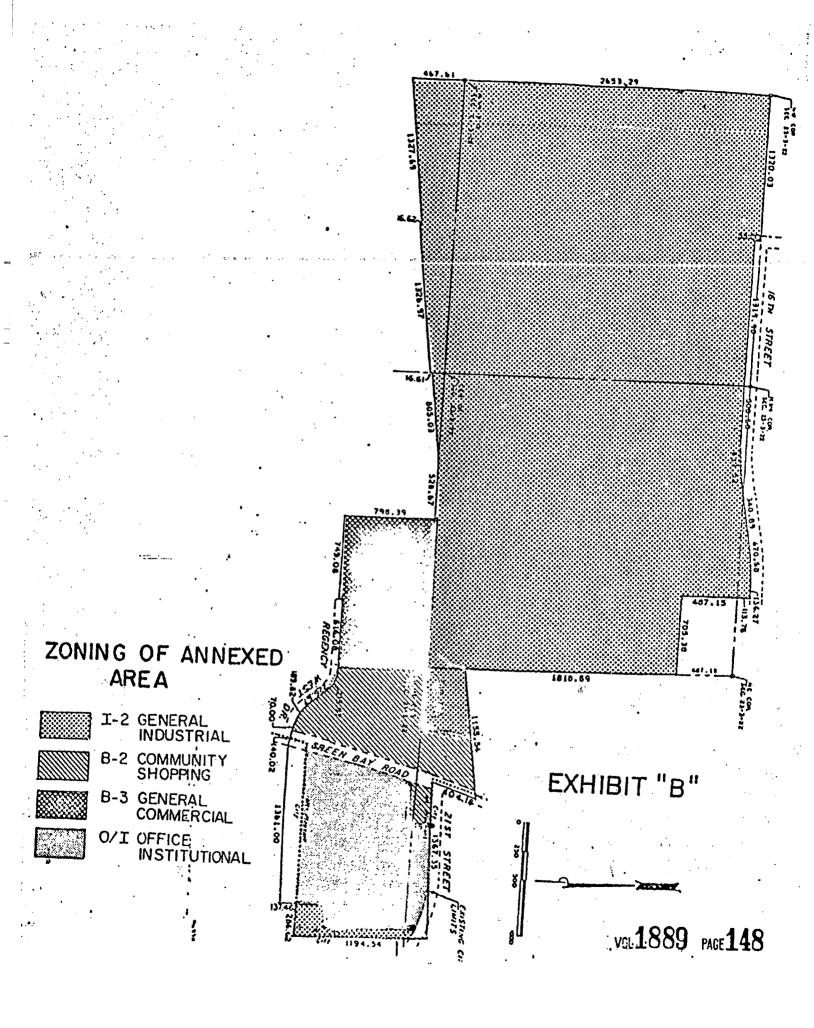
LAND USE PLAN

HEAVY INDUSTRY

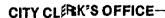
COMMUNITY BUSINESS

GENERAL BUSINESS

EXHIBIT "A"



# city of **RACINE**...racine, wisconsin



-Anthony J. Schlaffer
City Clerk



STATE OF WISCONSIN )
COUNTY OF RACINE )

I, Anthony J. Schlaffer, City Clerk for the City of Racine, County of Racine, State of Wisconsin, DO HEREBY CERTIFY that the foregoing is a true and correct copy of An Ordinance, which was adopted under Items 2(3) and 3(2) of the meeting that was held on October 13, 1987.

Dated this 16th day of October, 1987.

anthony of Achlaffer

**gEAL** 

Mt. Pleasant		*
Parcel #'s	County Comupter #'s	New City Parcel #'s
M2-24-11 M2 24-11-6	008-03-22-24-018-000 008-03-22-24-018-002	276-0000-23901-000 276-0000-23901-000
M2-24-11100	008-03-22-24-018-100	276-0000-23900-000
M2-24-11110	008-03-22-24-018-110	276-0000-23902-000
M2-23-9-14	008-03-22-23-031-014	276-0000-23903-000
M2-24-11120	008-03-22-24-018-120	276-0000-23904-000
M2-24-10	008-03-22-24-016-000	276-0000-23905-000
M2 24-14-1	008-03-22-24-024-100	276-0000-23906-000
M2-23-3-4	008-03-22-23-021-000	276-0000-23907-000
M2-23-8 M2-23-71 (Pt)	008-03-22-23-030-000 008-03-22-23-092-000	276-0000-23908-000 276-0000-23908-000
M2-23-3-2	008-03-22-23-019-000	276-0000-23909-000
M2-23-3-6	008-03-22-23-023-000	276-0000-23910-000
M2-23-3-1	008-03-22-23-018-000	276-0000-23911-000
M2-23-3-3	008-03-22-23-020-000	276-0000-23912-000-
M2-23-3-C	008-03-22-23-017-030	276-0000-23913-000
M2-23-3-B	008-03-22-23-017-020	276-0000-23914-000.
M2-23-3	008-03-22-23-017-000	276-0000-23915-000
M2-23-3-A	008-03-22-23-017-010	276-0000-23916-000
M2-23-200	008-03-22-23-200-000	276-0000-23917-000
M2-23-3-5	008-03-22-23-022-000	276-0000-23918-000-
M2-23-2	008-03-22-23-016-000	276-0000-23919-000
Pt M2 14-28#1-1	008-03-22-14-096-000	276-0000-23920-000
Pt M2-14-28	008-03-22-14-094-000	276-0000-23921-000
Pt M2-23-1	008-03-22-23-001-001	276-0000-23922-000
M2-23-12	008-03-22-23-033-000	276-0000-23923-000
Pt M2-14-27	008-03-22-14-086-000	276-0000-23924-000
M2-23-2-1/	008-03-22-23-016-001	276-0000-23925-000
M2-24-14	008-03-22-24-024-000	276-0000-23926-000
M2-24-200	008-03-22-24-200-000	276-0000-23927-000
M2-24-15-5-1	008-03-22-24-026-000	276-0000-23876-038-
M2-24-15	008-03-22-24-025-000	276-0000-23876-017-
M2-24-15-1	008-03-22-24-025-001	276-0000-23876-018
M2-24-15-2	008-03-22-24-025-002	276-0000-23876-016

|--|

vo. 1042 page 308 Eastermant H		
	1.0.0 142-Pootna - W.O. 51-5013	-
FOR AND IN CONSIDERATION of the sun	n of Onc - 4 - 4/2 Dollors (5/25)	
	by acknowledged. <u>*C</u> do hereby give and grant to	٠.
	TRIC POWER COMPANY,	:
	nission and authority to construct, install, operate, main-	
	and manhole_ for the purpose of transmitting is, or for such other purpose as electric current is now or	
•	outherly six (6) feet of the northerly thirty	
	(500) feet of lands lying west of the west	. `
	S.T.H. 31, being a part of our premises in	
the Northwest one-guarter (Mag) of Sect	tion Twenty-four (24), Township Three (3)	
North, Range Twenty-two (22) East, Town	of Mt. Pleasant, Racine County, Wisconsin;	
said premises being more particularly d	described in that cortain Warranty Deed	٠.
recorded in the office of the Register	of Deeds for Ezcine County in Volume 909 of	_
Deeds on Page 20h as Document No. 80776		•
***************************************	Received for Record of Colon day	of
	Volcick A. M. and recorded in Volume /	<u>~</u>
	or KC CGC ALVO on page 308	
	Harlow T. Beolecker	
	2.00 A Register of Deeds	: .
	ngunozadizatiçosnizid Edilizid Mand minisarpers	.:'
hereofx		· [
The right, permission and authority is also g	ranted said grantee to enter upon said premises of the	
undersigned for the purpose of exercising the right	ts herein acquired, but the grantce garees to restore the	
premises of the undersioned as pearly as is reasona	ibly possible to the condition with a single to	
	bly possible, to the condition existing prior to such entry.	
IN WITNESS WHEREOF have hereunt	o set <u>our</u> hands and seals, this 30 and of	
	o set <u>our</u> hands and seals, this 30 and of	
IN WITNESS WHEREOF have hereunt	o set <u>our</u> hands and seals, this 30 and of	
IN WITNESS WHEREOF We have hereunt  December., 19 69  In Presence of:	o setourhands_ and seal.S. this330day of	
IN WITNESS WHEREOF We have hereunt  December., 19 69  In Presence of:	o set our hands and seals this 30 and day of and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and	
IN WITNESS WHEREOF We have hereunt	o set Our hands and seals this 30 day of and seals this 30 day of and seals this 30 day of an and seals this 30 day of an an and an an an an an an an an an an an an an	
IN WITNESS WHEREOF We have hereunt  December., 19.69  In Presence of:  M. F. Enright	o set our hands and seals this 30 and day of and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and seals this 30 and	
IN WITNESS WHEREOF We have hereunt  December., 19 69  In Presence of:  M. F. Enright  Office of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the	o set Our hands and seals this 30 day of Arnold W. Oakes	
IN WITNESS WHEREOF We have hereunt  December., 19 69  In Presence of:  M. F. Enright  Office of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the	o setOurhandS_ and seal.S. this3()day of	
IN WITNESS WHEREOF We have hereunt  December., 19 69  In Presence of:  M. F. Enright  Office of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the	oset Our hands and seals this 30 day of day of Arnold W. Oakes  Trene Oakes  (SEAL)	
IN WITNESS WHEREOF We have hereunt  December., 19.69  In Presence of:  M. F. Enright  C. D. Foster	o setOurhandS_ and seal.S. this3()day of	
IN WITNESS WHEREOF We have hereunt  December., 19 69  In Presence of:  M. F. Enright  Office of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the	o setOurhandS_ and seal.S. this3()day of	
IN WITNESS WHEREOF We have hereunt  December., 19 69  In Presence of:  M. F. Enright  C. D. Foster  STATE OF WISCONSIN  Research State County  State County	oset Our hands and seals this 30 and of Arnold W. Oakes  Irene Oakes  (SEAL)  (SEAL)	经银行工程 医骨骨 经分分分 计分分分 医多种性性
IN WITNESS WHEREOF We have hereunt  December., 19.69  In Presence of:  M. F. Enright  C. D. Foster  STATE OF WISCONSIN  Personally came before me this  304	o setOur_ handS_ and seal.S. this3() =day of	经银币 医连续性 医阿尔特氏 医二甲二苯胺 法克里斯基托人
IN WITNESS WHEREOF We have hereunt  December., 19 69  In Presence of:  M. F. Enright  C. D. Foster  STATE OF WISCONSIN  Research State County  State County	o setOur_ handS_ and seal.S. this3() =day of	
IN WITNESS WHEREOF We have hereunt  December., 19.69  In Presence of:  M. F. Enright  C. D. Foster  STATE OF WISCONSIN  Races County  Personally came before me this 30th the chove named ARMOLD W. OAKES and II	oset Our hands and seals this 30 cm day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of d	がある (基礎の) かっけい あっせい 安全 は10kmをからしてい
IN WITNESS WHEREOF We have hereunt  December., 19.69  In Presence of:  M. F. Enright  C. D. Foster  STATE OF WISCONSIN  Personally came before me this  304	oset Our hands and seals this 30 cm day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of d	各位的 1000 1100 1100 1100 1100 1100 1100 11
IN WITNESS WHEREOF We have hereunt  December., 19.69  In Presence of:  M. F. Enright  C. D. Foster  STATE OF WISCONSIN  Personally came before me this  the above named ARMOLD W. OAKES and II  to me known to be the persons, who executed the form	oset Our hands and seals this 30 cm day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of day of d	おうてん はきがく かいしゅう カー・マン 女 きこうてきかなか シャン・ション・ション
IN WITNESS WHEREOF We have hereunt  December., 19 69  In Presence of:  N. F. Enright  C. D. Foster  STATE OF WISCONSIN  Personally came before me this the above named ARIOLD W. OAKES and II  to me known to be the persons, who executed the for MERGER:	day of	
IN WITNESS WHEREOF We have hereunt  December., 19 69  In Presence of:  N. F. Enright  C. D. Foster  STATE OF WISCONSIN  Personally came before me this the above named ARIOLD W. OAKES and II  to me known to be the persons, who executed the for MERGER:	day of SEAL)  cap of SEAL)  day of SEAL)  Cour hands and seals, this Seals day of SEAL)  Arnold W. Oakes (SEAL)  Irene Oakes (SEAL)  (SEAL)  County, Wis.	
IN WITNESS WHEREOF We have hereunt  December., 19 69  In Presence of:  N. F. Enright  C. D. Foster  STATE OF WISCONSIN  Personally came before me this the above named ARIOLD W. OAKES and II  to me known to be the persons, who executed the for MERGER:	day of	多多的,是是通知的人的人,不是不是一个人,我们就是有多的人,也是不是一个人的人,也是是一种人的人。

53390

State of Wisconsin | Department of Transportation

# VCL 1257 MGE 454 CONVEYANCE OF RIGHTS IN LAND BY PUBLIC UTILITY

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of	
One_and_no/100	
and other good and valuable consideration acknowledged hereby to be in full payment of the rights herein conveyed, and alternage time hading the arbitrary archer alteration of the rights herein conveyed, and alternage time had not been as the conveyed and the conveyed are here.	
ingling them provided, WISCONSIN ELECTRIC POWER COMPANY	
grantor, does hereby grant unto the State of Wisconsin, grantee, an easement, and the right to cross, traverse, or otherwise occupy with a public highway certain lands upon or over which the grantor, other than through the occupancy of a public highway or street, holds prior rights by virtue of the easement, slows and the public highway or street, holds prior rights by virtue of the easement, slows are situate which is the basis for this grant.  Town Mt. Pleasant The said lands are situate within the Gity of Racine.  Racine County, Wisconsin, and are shown on the map filed the other granters with the	
County-Highers: formuline word where County well as a point of the Register of Deeds for Racine County Highers for the Plat of right of way required for Project I.D. 2390-1-21 filled by the grantee with the County Highway Committee and County Clerk of said County, as required by Section 84.09(1) Wisconsin Statutes and are described as follows, to-wit: In the Southwest one-quarter (SW 1/4) of Section Thirteen (13), Township Three (3) North, Range. Twenty-two (22) East, in the Town of Mt. Pleasant, and in the Northwest one-quarter (NW 1 of Section Twenty-four (24), Township Three (3) North, Range Twenty-two (22) East in the City of Racine and Town of Mt. Pleasant, all in Racine County, Wisconsin, that part of the Certain easements dated October 8, 1969; December 30, 1969, December 12, 1969, December 5, 1969; November 17, 1965, June 10, 1965, November 19, 1965, July 20, 1972, September 15, 1972, July 19, 1962 and recorded in the Office of the Register of Deeds for Racine County on December 17, 1969 in Vol. 1039 of Records on Pages 296 to 298 inc., as Doc. No. 862775 on Jan. 26, 1970 in Vol. 1042 of Records on Pages 311 and 312 as Doc. No. 864025; on Jan. 26, 1970 in Vol. 1042 of Records on Pages 313 and 314 as Doc. No. 864028; on Dec. 1, 1965 in Vol. 888 of Records on Pages 473 and 474 as Doc. No. 798811; on July 19, 1965 in Vol. 888 of Records on Pages 473 and 474 as Doc. No. 798813; on Sept. 14, 1972 in Vol. 1150 of Records on Pages 454 and 455 as Doc. No. 908210; on November 29, 1972 in Vol. 1159 of Records on Pages 454 and 455 as Doc. No. 912356; and on July 26, 1962 in Vol. 1150 of Records on Pages 268 to 270 inc. as Doc. No. 738973; lying within the right of way acquired or to be acquired for S.T.H. "31" under Project I.D. 2390-1-21.	, ,

This grant is made for the purposes of constructing, operating, and maintaining a public highway and appurtenant facilities on, over, under, or across the said lands.

The grantor reserves to itself the right to cross, traverse, or otherwise occupy these lands with the present and future overhead or underground transmission lines and appurtenant facilities and supporting structures in a manner not inconsistent with the purposes of this grant, and in a manner as will not interfere with normal highway maintenance and operation, provided, however, that the costs of any relocation or alteration of the said transmission lines, appurtenant facilities; or supporting structures when required by the grantee to accommodate expanded or additional highway facilities on or across the said lands, will be paid by the grantee, and provided further that the costs of such relocation or alteration, or of the installation of new or additional facilities when done at the instance of and for the purposes of the grantor, will be defrayed by the grantors.

Parcel No. 38

	ntor, grantee, and their successors or assigns.  anter this _17th day of, 19.75
In Presence of	WISCONSIN ELECTRIC POWER COMPANY
Dorothy Rossmanith	By Sol Burstein, (Title) Exerutive Yield President
Cynthia Shurla	(Title) H. L. Warnanek, Milonsecretary
State of Wisconsin Milwaukee County	
On this17.th day ofJanua ally appearedSol_Rurstein	Ty, A.D. 19.75, before me, the undersigned, person
and H. L. Warhanek	
President and _Secretary of _	uly sworn, did say that they are respectively Executive Vice
that the seal affixed to the foregoing instrurinstrument was signed and sealed in behalf	Wisconsin Corporation; ment is the corporate seal of said Corporation; that said of said Corporation by authority of its Board of Directors;
severally acknowledged said instrument to be	Thomas R. Hamilton Notary Public  Waukesha County
	S S S S S S S S S S S S S S S S S S S
J53398  To  TO  STATIS OF WISCONSIN  Conveyance of Rights	Register, of Decds Office  Received for record 23 o'clock  A.D., 1975, at 8.23 o'clock  A.M., and recorded in Vol. 1252  A.D., and and recorded in Vol. 1252  A.D., and and and and and and and and and and

EVOI 1257 FACE 455

### LAND USE AGREEMENT

This Agreement made and entered into as of November /2 //, 1987, by and between LAND RECLAMATION, LTD., a Wisconsin Corporation and SEKAO, INC., a Wisconsin Corporation, both of Racine, Wisconsin, hereinafter collectively referred to as "Owners", and the CITY OF RACINE, WISCONSIN, A Municipal Corporation, hereinafter referred to as "City".

#### WITNESSETH:

WHEREAS, the parties hereto are desirous of establishing standards for industrial development on the parcel of real estate made the subject of this agreement for the purpose of providing a transition between the industrial development and adjacent non-industrial properties. It is the intent that the development standards in this agreement shall address set-back areas and vehicular access.

Real Estate Subject to Agreement. The real estate subject to this agreement ("the real estate") is part of the parcel of land legally described on Exhibit "A", and depicted on the plat identified as Exhibit "B". Exhibits "A" and "B" are attached hereto and incorporated as a part of this agreement by reference.

For and in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

- 1.00 SET-BACK. The Owners shall establish a set-back area of 100 feet ("Set-Back Area") running along the boundary of the real estate, easterly from the intersection of Oakes Road and Sixteenth Street and continuing on that boundary to a point which lies approximately 1,450 feet south of the centerline of Sixteenth Street along a line identical to the centerline of Emmertsen Road extended to the south. It is understood that the 100 foot set-back area along Owners' boundary shall in the future be adjusted to include additional property that may be acquired by Owners so that the set-back area on Owners' property shall not exceed 100 feet at any given boundary point.
- designating the area to be devoted to spatial separation and visually screening of the industrial development from the non-industrial area to the north and east. The set-back area will be dedicated to the installation and maintenance of earth berms, fencing, surface water drainage swales, landscaped green space, including trees and shrubs, and other compatible developments, which shall be in accordance with plans to be submitted by the Owners to the City, in care of the City Department of City Development, and subject to the approval by the City Plan Commission. Such plans or modification to plans shall be submitted by the Owners to the City upon written request directed to the Owners by the City.
- 1.02 Upon submission of plans or modifications to plans and before approval is granted by the City, the Owner shall furnish 23876-16, 23876-17, 23876-18, 23876-38, 23876-39
  TS # 23900 thru 23927 'Vol 1896 PAGE 539

4688

12 30

2 0. 0

to the City a Performance Bond executed by it as surety, in an amount equal to the estimated cost of implementing the plan(s).

- calendar months after request by the City as provided herein, the City shall at its option, be empowered to prepare plans which it shall submit to the Owners for implementation. If the Owners shall fail to implement the City's plans within four planting seasons (two calendar years), the City may implement the plans at Owners' expense. The Owners shall thereupon be liable under this agreement for the reasonable and necessary costs of implementing the City's plans, including the costs incurred by the City in plan preparation.
- access to the real estate from Sixteenth Street, Meadowlane Road, Sunset Street or Greenleaf Street shall be limited to automobile and small truck traffic, excepting, that in addition, Owners shall be permitted vehicular access to the real estate from said streets by all other types of vehicles which may from time to time be permitted by law or ordinance to travel on those streets. It is the intent of this provision that unless so permitted by law or ordinance, exterior access to the real estate for all heavy trucks or heavy equipment shall be restricted to points on Oakes Road and Twenty-First Street and Owners shall provide an internal roadway system for such heavy trucks and equipment within the real estate to serve its industrial users.

Notices under this agreement shall be sent to the following persons at the following addresses by United States mail, postage prepaid.

Owner: Land Reclamation, Ltd.

1777 Oakes Road

Racine, Wisconsin 53406

City: Director of City Development

730 Washington Avenue Racine, Wisconsin 53403

All provisions of the City zoning ordinance, subdivision ordinance and other City ordinances not in conflict with this agreement shall be applicable to the development of said real estate.

This agreement shall be binding upon the parties hereto, together with their heirs, executors, successors, and assigns, and shall be considered to be a covenant running with the land.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names, and their respective corporate seals to be hereonto affixed, attested to by their duly authorized officers, all as of the date first above written.

(Testimonium Page Follows)

OWNERS: ATTEST: LAND RECLAMATION, LTD. As to the signature of Richard F. Meissner By Official Capacity Richard F. Meissner, Executive Vice-Muratore, Sr. Countersigned: As to the signature of Glenn Oakes Ву Glenn Oakes, (SEAL) SEKAO, INC., ATTIST: As to the signature of Richard F. Meissner Richard F. Meissner, Treasurer

As to the signature of

As to the signature of

As to the signature of

Anthony J. Schlaffer

Muratore, Sr.

Glenn Oakes

N. Owen Davies

Joseph E./Boyle

Diane I. Schacht

ATTEST:

Ву

CITY OF RACINE

Countersigned:

Anthony J. Schlaffer, City Clerk

(Seal)

Pres.

Signatures of N. OWEN DAVIES, Mayor, and ANTHONY J. SCHLAFFER, City Clerk, authenticated this 12th day of November, 1987.

Joseph E. Boyle

Title: Member State Bar of Wisconsin

Signatures of GLENN OAKES and RICHARD F. MEISSNER, authenticated this 19th day of November, A.D., 1987.

Jøseph J. Myratore, Sr.

Title: Member State Bar of Wisconsin

# Nov. 12, 1987 LAND USE AGREEMENT Exhibit "A"

That part of the Southeast \$\frac{1}{4}\$ of Section 14, the Northwest \$\frac{1}{4}\$, Northeast ½, Southwest ½ and Southeast ½ of Section 23, and the Southwest ½ of Section 24, all in Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Begin at a standard Racine County monument marking the Northwest corner of the Northwest 2 of said Section 23; run thence N89°36'28"E 1320.03 feet along the North line of said Section 23; thence S01°36'45"E 55.00 feet to the South line of 16th Street; thence N89°36'28"E 1319.98 feet along said South line of 16th Street; thence N89°08'28"E 508.68 feet along said South line of 16th Street to a point on a curve of Southerly convexity whose radius is 2409.19 feet and whose chord bears N83°19'12"E 488.68 feet; thence Easterly on the arc of said curve and the South line of 16th Street 489.52 feet; thence N77°29'57"E 340.89 feet along the South line of 16th Street to a point on a curve of Northerly convexity whose radius is 2242.05 feet and whose chord bears N83°24'52"E 469.82 feet; thence Easterly 470.68 feet on the arc of said curve and the South line of 16th Street to a point on a curve of Southerly convexity whose radius is 2219.00 feet and whose chord bears N87° 40'10"E 136.25 feet; thence Easterly on the arc of said curve and the South line of 16th Street 136.27 feet; thence S01°50'10"E 113.76 feet to the North line of said Section 23; thence S01°45' 43"E 487.15 feet; thence N89°08'29"E 705.38 feet to the West line of said Section 24; thence S01°45'43"E 1818.59 feet along the West line of said Section 24 to the Northerly line of the former Chicago, Milwaukee, St. Paul & Pacific Railroad right of way; thence N81°38'51"E 1155.54 feet along said right of way to the centerline of Green Bay Road and a point on a curve of Westerly convexity whose radius is 16370.22 feet and whose chord bears S16°54'01"W 404.18 feet; thence Southerly on the arc of said curve and said centerline 404.18 feet to the projected South line of Twenty-first Street; thence N88°27'33"E/1367.35 feet along the projected South line and actual South line of Twenty-first Street; thence SO1°33'25"E 1194.54 feet parallel to the North-South 1 line of said Section 24; thence N89°08'05"W 286.62 feet parallel to the East-West 4 line of said Section 24; thence S00°08'19"E 137.46 feet; thence S89.51'41"W 1361.00 feet to the East line of Green

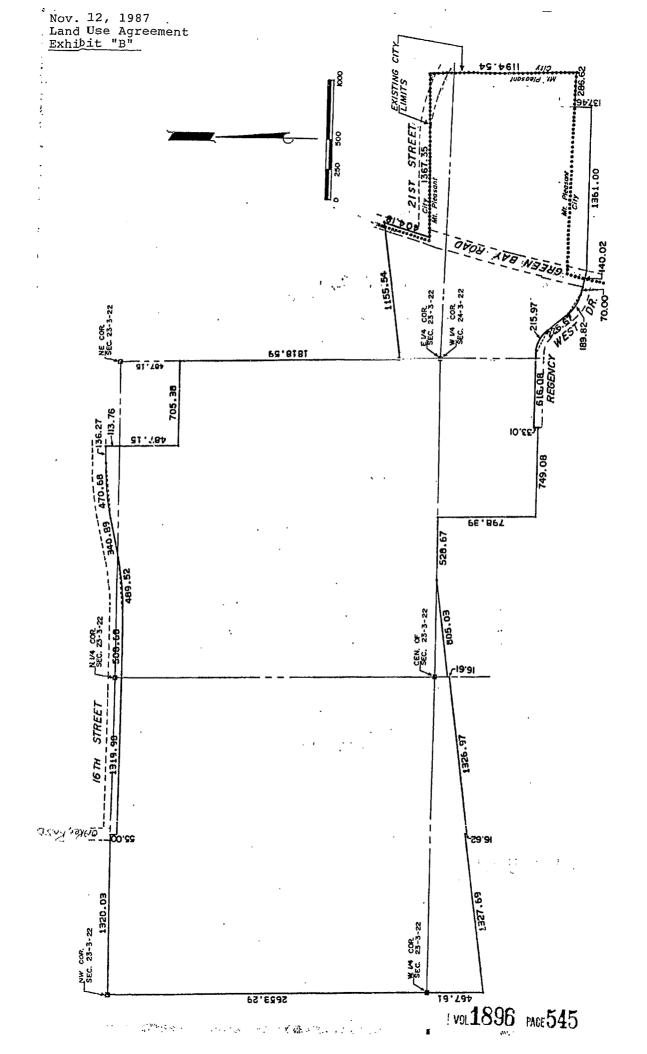
Page 1 of 2

Bay Road; thence N79°01'46"W 140.02 feet to the West line of Green Bay Road and the North line of Regency West Drive; thence N78°10' 03"W 70.00 feet along the North line of Regency West Drive to a point on a curve of Southwesterly convexity whose radius is 284.98 feet and whose chord bears N59°05'06"W 186.33 feet; thence North-westerly on the arc of said curve and the Northerly line of Regency West Drive 189.82 feet; thence N40°00'10"W 226.67 feet on the Northerly line of Regency West Drive to a point on a curve of Northeasterly convexity whose radius is 245.04 feet and whose chord bears N65°15'07"W 209.04 feet; thence Northwesterly on the arc of said curve and the Northerly line of Regency West Drive 215.97 feet; thence S89°29'55"W 616.08 feet along the North line of Regency West Drive; thence S01.45'14"E 33.01 feet; thence S89. 29'55"W 749.08 feet; thence NO1°38'03"W 798.39 feet to the East-West 1 line of said Section 23; thence S89°05'04"W 528.67 feet to the Southerly line of the former Chicago, Milwaukee, St. Paul & Pacific Railroad right of way; thence S81°38'51"W 805.03 feet along said right of way to the North-South 1 line of said Section 23; thence S01°45'01"E 16.61 feet along said North-South 1 line to the Southerly line of said Railroad right of way; thence S81° 38'51"W 1326.97 feet along said right of way; thence NO1°36'45"W 16.62 feet along said right of way; thence S81°38'51"W 1327.69 "feet along said right of way to the West line of said Section 23; run thence NO1°29'21"W 467.61 feet along said West line of said Section 23 to the West 1 corner of said Section 23; thence NO1º 39'38"W 2653.29 feet to the point of beginning. Containing 429.677 acres including the land within Green Bay Road and Twenty-

Page 2.of 2 Pages.

The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s

The same the first stage of the control of the control of



# CONSENT OF SOLE DIRECTOR OF LAND RECLAMATION, LTD. IN LIEU OF MEETING

****************

The undersigned, being the sole director of the above captioned Wisconsin Corporation, hereinafter also referred to as the Corporation, acting pursuant to the provisions of Section 180.91 of the Business Corporations' Act of the State of Wisconsin, does hereby consent in lieu of meeting to the adoption of the following resolutions:

RESOLVED, that the Land Use Agreement, a copy of which is attached hereto, incorporated as a part hereof, shall be and the same is hereby approved for execution by the Corporation,

RESOLVED FURTHER, that the officers of the Corporation are directed and authorized to execute said Land Use Agreement on behalf of the Corporation and to take all necessary and appropriate action to consummate the terms of the agreement.

RESOLVED FURTHER, that all prior actions of the officers of the Corporation taken pursuant to the said Land Use Agreement shall be and the same are hereby approved in all respects, and ratified as authorized acts of the Corporation.

Dated November

12th, A.D., 1987.

Glenn A. Oakes, Sole Director of

Land Reclamation, Ltd.

#### CONSENT OF SOLE DIRECTOR OF SEKAO, INC., IN LIEU OF MEETING

*******************

The undersigned, being the sole director of the above captioned Wisconsin Corporation, hereinafter also referred to as the Corporation, acting pursuant to the provisions of Section 180.91 of the Business Corporations' Act of the State of Wisconsin, does hereby consent in lieu of meeting to the adoption of the following regulations:

RESOLVED, that the Land Use Agreement, a copy of which is attached hereto, incorporated as a part hereof, shall be and the same is hereby approved for execution by the Corporation,

RESOLVED FURTHER, that the officers of the Corporation are directed and authorized to execute said Land Use Agreement on behalf of the Corporation and to take all necessary and appropriate action to consummate the terms of the agreement.

RESOLVED FURTHER, that all prior actions of the officers of the Corporation taken pursuant to the said Land Use Agreement shall be and the same are hereby approved in all respects, and ratified as authorized acts of the Corporation.

Dated November 12th , A.D., 1987.

Glenn A. Oakes, Sole Director of

Sekao, Inc.

Register's Office Racine County, Wis. Reseived for Record Vecember 10 871 11:8 o'clock A N. and recorded in Volume 1896 of 1897 on page 537-547

Helen M. Schutten

Register of Deeds

VGL 1896 PAGE 547

ALTIBE

FOR AND IN CONSIDERATION of the s	um of One Dollar (\$1.00) and other good and valuable con
sideration topaid, the receipt	whereof is hereby acknowledged, <u>SEKAO, INC.</u> , a
Wisconsin Corporation & LAND RECLA	MATION, LTD., as their interests may apply
, ownerand gr	antor, dohereby convey and warrant unto

## WISCONSIN ELECTRIC POWER COMPANY

grantee, its successors and assigns, the right, permission and authority to construct, install, operate, maintain, extend, enlarge, repair, renew, relocate, add to, and remove at any time, and from time to time, electric lines consisting of conduit and cables underground, together with markers, manholes and other appurtenant equipment deemed necessary by grantee, all for the purpose of transmitting electric energy for light, heat, power and signals, or for such other purpose as electric current is now or may hereafter be used, upon, across, within and beneath a strip of land 20 feet in width being a part of the grantors' premises in the Northwest 4 of Section 24, Township 3 North,

Range 22 East, City of Racine, Racine County, Wisconsin; said premises being more particularly described in those certain Deeds recorded in the Office of the Register of Deeds for Racine County, Wisconsin in Volume 1869 of Records, on Pages 221-225, as Document No. 1231798 and in Volume 1901 of Records on Pages 437-443, as Document No. 1249895.

The right, permission and authority is also granted said grantee, its successors and assigns, to trim, cut down and/or remove trees and/or brush, where in the opinion of the grantee said trees and/or brush interfere with the installation or maintenance of underground facilities or represent a hazard to such facilities.

The grantors , their heirs, successors and assigns, covenant and agree that no building or structure will be erected or constructed over and/or under or placed within the easement of the strip. *

It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised for some time in the future, and that none of the rights herein granted shall be lost by non-use for any length of time.

The grantor s , their heirs, successors and assigns, further covenant _____ and agree ____ that after the initial installation and construction of said underground facilities and above ground facilities associated therewith the elevation of the existing ground surface within the easement XXXX strip will not be altered by more than four (4) inches without the written consent of grantee.

The grantee and its agents shall have the right to enter the premises of the undersigned for the purpose of exercising the rights herein acquired, but the grantee shall restore or cause to have restored the premises of the undersigned as nearly as is reasonably possible to the condition existing prior to any entry by the grantee or its agents. This restoration, however, does not apply to any trees or brush which may be removed at any time pursuant to the rights herein granted. Grantee shall make payment for damage, if any, to crops, fences or domesticated animals caused by its acts.

This grant of easement shall be binding upon and/or inure to the benefit of the heirs, successors and assigns of all parties hereto.

Part of Tax Key Nos. 276-0000-23926-000 & 276-0000-23905-000.

*The grantors reserve the right to cross, traverse, or otherwise occupy said easement strip with paved driveways and parking areas in a manner not inconsistent with the purpose of this grant and as may be compatible with the provisions and requirements of the Wisconsin Administrative Code, Rules of Department of Industry, Labor and Human Relations, covering Safety in Construction, Order "Ind. 35.37 Electrical Hazards", and any amendments thereto, and to the provisions of the Wisconsin State Electrical Code and any amendments thereto.

8.00

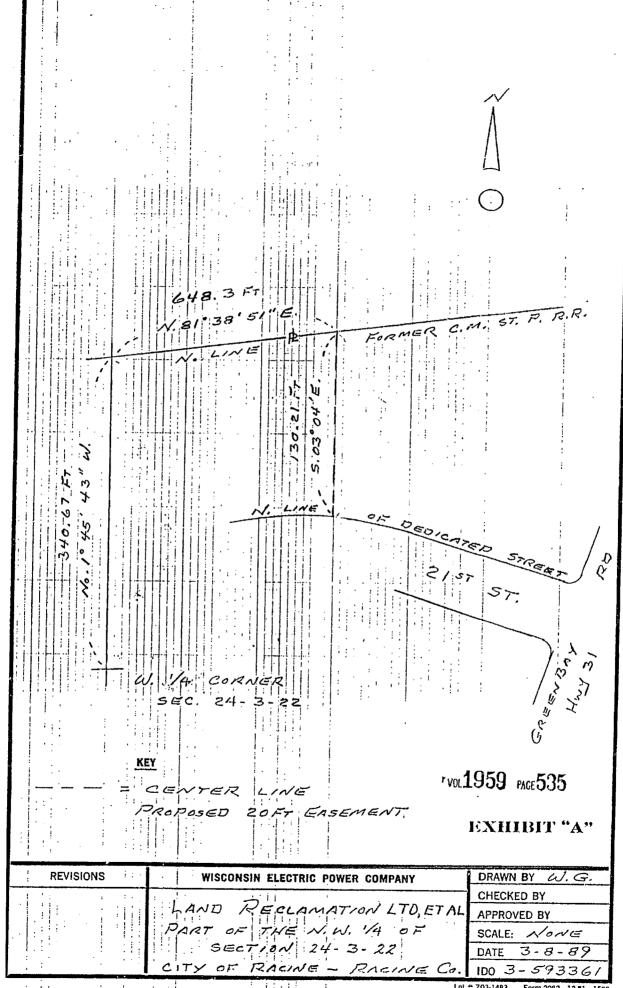
0 2

S

0

4

2 6



IN WITNESS WHEREOF, the	e said SEKAO, INC. has caused these presents
-8 5, 205	President and attack 1 .
and 1	ts corporate seal to be become
ZIST UAY UL Anniz	10 1 7 4375 555
and a chose bresents fo De 8	Signed by its sole Difector &
-, -oovicc ilesident	and its cornorate coal +- ;
affixed this 21st day of	April , 19 89 .
In Presence of:	
	SEKAO, INC. as its interest may apply
· ·	By X Dem Orker.
	Glenn Oakes Sole Director & Pres.
Register's Office	By K Janual College
Racine County, Wis. (58	Daniel Oakes, Vice President
Received for Record 2 latter does of	LAND RECLAMATION, LTD.
o'clock I'M, and recorded in Volume (G	as its interest may apply
of Recorded on page 534-536	By & Glen Cafe.
Ale Dia m Arhettini	Glenn Oakes Sple Director &
Register of Deads	Pres
3	By Daniel Oakes, Vace President
STATE OF WISCONSIN)	, and the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of
<u>Fraccie</u> COUNTY):SS	$\wedge$
Personally came before me	this 21St day of (14:1)
19 <u>87</u> , Glenn Oakes	Solo Dim C
,	Vice President
The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s	4 WISCONSID COrporation 1
porboils who executed the	e foregoing instrument and to 1
bole bir. & President	and Vice President
, dekilowiedged that	They executed the formation
as such officers, as the deed of	of said corporation, by its authority.
	Corporation, by high garinoraty.
	Sharon Y. Deschler
	Notary Public / Transco Co., WI
	My commission expires 11-25:90
STATE OF WISCONSIN)	Charles and the second
Rouse COUNTY): SS	**************************************
, , , , , , , , , , , , , , , , , , ,	
Personally came before me	this 215 day of Upril,
19 19 , Glenn Oakes	, Sole Director & President,
	Vice President
ramed corporation, LAND RECLAMAT	TION, LTD., a corporation length to
out bore bir griesident and	Vice President of said
	Ited the foregoing inctmument as a line
fficers, as the deed of said co	orporation, by its authority.
	Theren Ch. Deseller
593361-2A	Sharon Y. Deschler
	Notary Public, Assure Co., WI
VOL $1959$ PAGE $536$	My commission expires //-25-90
• •	The April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the April 19 Comment of the Ap

This instrument was drafted by Robert G. Sanford on behalf of Wisconsin Electric Power Company.

DOCUMENT NO. 100 NO.

DOCUMENT #

VOL

PAGE

2571 306

DISTRIBUTION EARTH RECOUNTY, WI

RECORDED.

96 SEP 18 AH 11: 44

MARK A.LADD REGISTER OF DEEDS

For \$1.00 and other valuable consideration which SEKAO, INC., a Wisconsin Corporation, hereinafter referred to as "grantor," owner of land, acknowledges receipt of, grants and warrants to WISCONSIN ELECTRIC POWER COMPANY, hereinafter referred to as "grantee", a permanent easement upon, over and across a part of grantor's land hereinafter referred to as "easement area."

The easement area is described as strips of land 30 feet in width and being a part of the grantor's premises located in the Northwest 1/4 of Section 24, Township 3 North, Range 22 East, City of Racine, Racine County, Wisconsin; said premises being more particularly described in those certain Warranty Deeds recorded in the office of the Register of Deeds for Racine County, Wisconsin in Volume 2038 on Pages 1-2, as Document No. 1322934 and in Volume 1889 on Page 223.

RETURN TO:
WISCONSN ELECTRIC POWER COMPANY
PROPERTY RIGHTS & INFORMATION GROUP
333 W. EVERETT ST., A440
MLWAUKEE, WI 53203

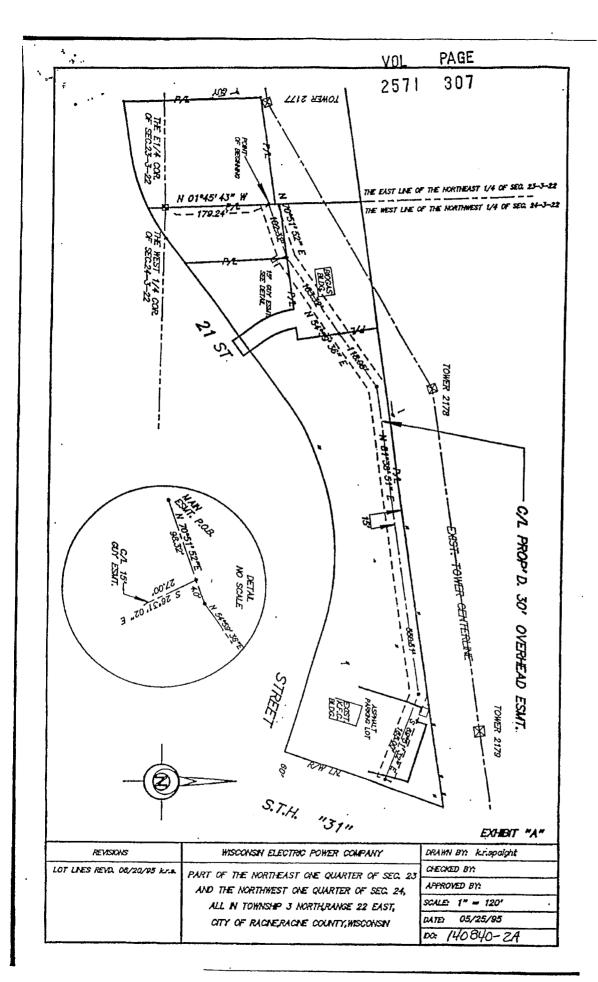
Part of Tax Key Nos. 276-0000-23928-000 and 276-0000-23905-000.

The location of the easement area with respect to the grantor's land is as shown on the attached drawing, marked Exhibit "A," and made a part of this document.

- 1. Purpose: The purpose of this easement is to construct, erect, operate, maintain and replace overhead utility facilities, including a line of poles, together with the necessary anchors, guy wires, and all other appurtenant equipment above ground which grantee deems necessary, to transmit electric energy and signals. Trees, bushes, branches and roots may be trimmed or removed by grantee whenever it decides it is necessary so as not to interfere with grantee's use of the easement area.
- 2. Buildings or Other Structures: The grantor agrees that no structures will be erected in the easement area or in such close proximity to the electric facilities as to create a violation of the Wisconsin State Electrical Code or any amendments to it.
- 3. Elevation: The grantor agrees that the elevation of the existing ground surface within the easement area will not be altered by more than 12 inches without the written consent of grantee.
- 4. Access: Grantee and its agents shall have the right to enter the grantor's land for the purpose of exercising its rights in the easement area.
- 5. Restoration: Grantee agrees to restore or cause to have restored the grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by the grantee or its agents. This restoration, however, does not apply to the initial installation of the overhead electric, television and telecommunication facilities, signals or to any trees, bushes, branches or roots which may interfere with grantee's use of the easement area.
- 6. Exercise of Rights: It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.

iż,

063



VOL PAGE 2571 308

Grantor:

SEKAO, INC.

By Ilm & Oakes

Glenn A. Oakes-President

Attest:

By

Acknowledged before me in Rame

Glenn A. Oakes-President

County, Wisconsin on September 9 1996, by

INC., for the corporation.

County, Wisconsin on September 9 1996, by

Of SEKAO

Notary Public, Racine County, WI

My commission expires _____(NOTARY STAMP/SEAL)

taz

This instrument was drafted by Tracy Zwiebel on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201.

1738711

Document Number

# TRANSMISSION EASEMENT

**GAS FACILITIES** 

FOR AND IN CONSIDERATION of the sum of One dollar (\$1.00) and other good and valuable consideration to be paid, the receipt whereof is hereby acknowledged, the undersigned SEKAO, INC., a Wisconsin corporation,

#### WISCONSIN ELECTRIC POWER COMPANY

hereby referred to as "grantor," does hereby give, grant and convey unto

a corporation, grantee, its successors and assigns, subject to the limitations and reservations herein stated, the right, permission and authority to lay, install, construct, maintain, operate, alter, replace, extend, repair and remove a pipeline or pipelines with valves, tie-overs, main laterals and service laterals, and other appurtenant facilities, all of which shall be and remain the property of the grantee, for the transmission and distribution of natural gas and all byproducts thereof or any liquids, gases, or substances which can or may be transported or distributed through a pipeline; over, under, across, and upon the hereinafter described strip of land 20 feet in width, being a part of the premises of the undersigned in the Southwest 1/4 of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, the centerline of said strip of land being described as follows:

REGISTER'S OFFICE

RECORDED_
-----------

2000 AUG 15 AM 10: 22

MARK A. LADD REGISTER OF DEEDS

RETURN TO:

WISCONSIN ELECTRIC POWER COMPANY PROPERTY RIGHTS & INFORMATION GROUP 231 W. MICHIGAN STREET, ROOM A440 PO BOX 2046

MILWAUKEE, WI 53201-2046

23926 (Parcel Identification Number)

Commencing at the West 1/4 corner of said Section 24, thence North 01. degrees 45 minutes 43 seconds West, 185.93 feet to a point, thence North 81 degrees 38 minutes 51 seconds East, 225.83 feet to the point of beginning of said centerline, thence continuing North 81 degrees 38 minutes 51 seconds East, 29.87 feet, thence North 08 degrees 21 minutes 05 seconds West, 143.72 feet, thence North 81 degrees 38 minutes 51 seconds East, 490.00 feet to the point of termination of said centerline; together with a 30 foot wide temporary construction easement, the north line of which is the south line of the above described permanent easement and the west line of which is the east line of the above described permanent easement. The temporary easement is for construction purposes only and shall terminate when the need therefore passes.

The locations of said 20 foot wide permanent easement strip and said 30 foot wide temporary construction easement strip are shown on the Exhibit "A" attached hereto and made a part hereof.

Grantee may request or otherwise appoint and duly authorize other persons, firms or corporations to perform, carry out and complete the activities and operations, herein enumerated, as it deems necessary and convenient for the full enjoyment and use of the rights herein granted.

The grantee shall have all other rights and benefits necessary or convenient for the full enjoyment and use of the rights herein granted, including but not limited to, the right to remove and to clear all structures and obstructions such as but not limited to rocks, trees, brush, limbs and fences which might interfere with the rights herein contained, and the free and full right of ingress and egress over and across the strip of land and other adjacent lands of the grantor to and from said strip of land, and the use of said strip of land and other adjacent lands of the grantor, as necessary or convenient for the full enjoyment and use of the rights herein granted, during the operations of the grantee as herein above enumerated but not necessarily limited thereto.

Any pipe shall be buried to such depth that it will not interfere with the ordinary cultivation of such land.

The grantor covenants and agrees that no structures, obstructions or impediments, of whatever kind or nature, which will or might interfere with the full enjoyment and use of the rights herein granted, will be constructed, placed, granted or allowed within the above-defined 20 foot wide strip of land.

Grantee, by the acceptance hereof, agrees to reasonably restore or repair damage to owner's property, and to compensate the owner for any reasonable and provable losses resulting therefrom, which the grantee proximately causes by the activities and operations hereinabove enumerated; but the grantee does not in any manner whatsoever waive or otherwise modify its rights and legal defenses which under law it may be entitled to raise, nor shall the grantee be held in any way responsible for

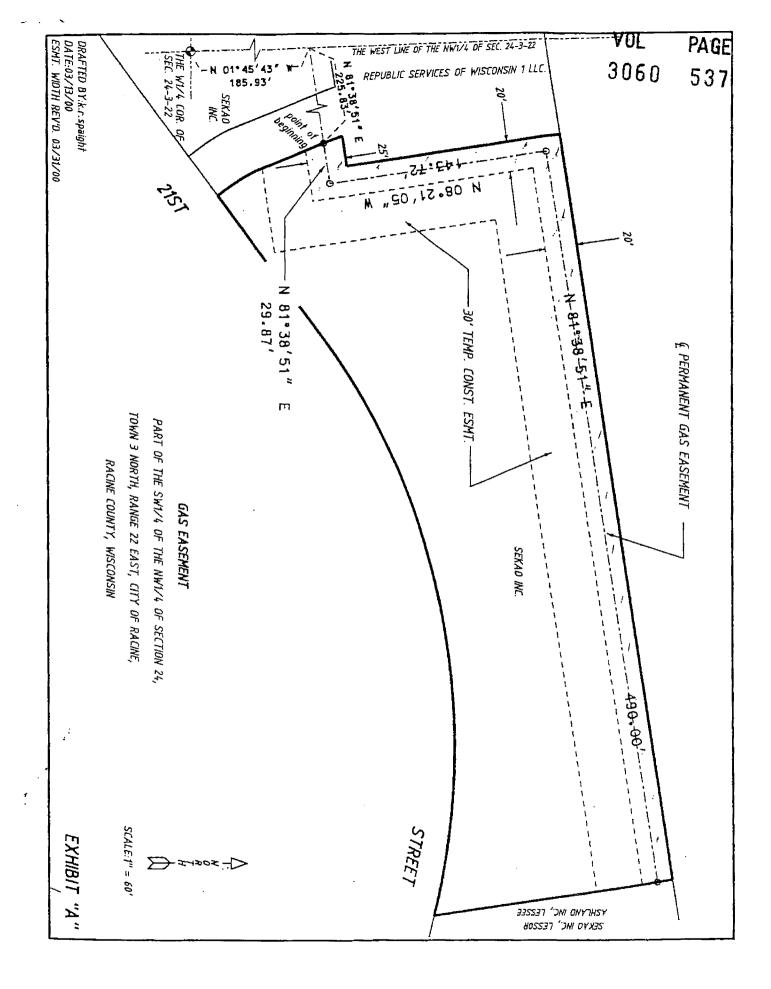
indemnifying, protecting, or otherwise holding any other person, firm, or corporation harmless from and against its or their own acts and omissions and the consequences thereof.

This agreement shall be binding upon the heirs, successors or assigns of all parties hereto.

IN WITNESS WHEREOF, the said SEKAO, INC. has caused these presents to be signed hereunto affixed this day of, 2000.	ed and its corporate seal to be
In Presence of:  SEKAO INC.  By Sluen Cook  * GLENN OAKES ,  By  **	PRESIDENT WO (SEAL)
STATE OF WISCONSIN : SS RACINE COUNTY)	536
Personally came before me this	ine foregoing instrument and to
Notary Public State of NY/S C	

f:\data\winword\gas\willow road\sekao1esmt.doc

This instrument was drafted by Teresa M. Kochaver on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.



# 1738715

does hereby give, grant and convey unto

**Document Number** 

# TRANSMISSION EASEMENT **GAS FACILITIES**

REGISTER'S OFFICE RACINE COUNTY, WI

	_	_
RECORDED		
KELUKUTI		

2000 AUG 15 AH 10: 22

MARK A. LADD REGISTER OF DEEDS

RETURN TO: WISCONSIN ELECTRIC POWER COMPANY PROPERTY RIGHTS & INFORMATION GROUP

23926-2

231 W. MICHIGAN STREET, ROOM A440

MILWAUKEE, WI 53201-2046

PO BOX 2046

(Parcel Identification Number)

a corporation, grantee, its successors and assigns, subject to the limitations and reservations herein stated, the right, permission and authority to lay, install, construct, maintain, operate, alter, replace, extend, repair and remove a pipeline or pipelines with valves, tie-overs, main laterals and service laterals, and other appurtenant facilities, all of which shall be and remain the property of the grantee, for the transmission and distribution of natural gas and all byproducts thereof or any liquids, gases, or substances which can or may be transported or distributed through a pipeline; over, under, across, and upon the hereinafter described strip of land 20 feet in width, being a part of the premises of the undersigned in the Southwest 1/2 of the Northwest 1/2 of Section 24, Township 3 North, Range 22 East, City of Racine, Racine County, Wisconsin,

the centerline of said strip of land being described as follows:

FOR AND IN CONSIDERATION of the sum of One dollar (\$1.00) and other good and valuable consideration to be paid, the receipt whereof is hereby

acknowledged, the undersigned SEKAO, INC., a Wisconsin corporation, as lessor and FITZPATRICK ACQUISITIONS, LLC, d/b/a WMCR Co., a

Michigan limited liability company, as lessee, hereby referred to as "grantor,"

WISCONSIN ELECTRIC POWER COMPANY

Commencing at the West 1/4 corner of said Section 24, thence North 01 degrees 45 minutes 43 seconds West, 188.45 feet to a point, thence North 81 degrees 38 minutes 51 seconds East, 255.41 feet, thence North 08 degrees 21 minutes 05 seconds West 141.22 feet, thence North 81 degrees 38 minutes 51 seconds East, 622.46 feet to the point of beginning of said centerline, thence continuing North 81 degrees 38 minutes 51 seconds East, 183.56 feet to the point of termination of said centerline; together with a 30 foot wide temporary construction easement, the north line of which is the south line of the above described permanent easement. The temporary easement is for construction purposes only and shall terminate when the need therefore passes.

The locations of said 20 foot wide permanent easement strip and said 30 foot wide temporary construction easement strip are shown on the Exhibit "A" attached hereto and made a part hereof.

Grantee may request or otherwise appoint and duly authorize other persons, firms or corporations to perform, carry out and complete the activities and operations, herein enumerated, as it deems necessary and convenient for the full enjoyment and use of the rights herein granted.

The grantee shall have all other rights and benefits necessary or convenient for the full enjoyment and use of the rights herein granted, including but not limited to, the right to remove and to clear all structures and obstructions such as but not limited to rocks, trees, brush, limbs and fences which might interfere with the rights herein contained, and the free and full right of ingress and egress over and across the strip of land and other adjacent lands of the grantor to and from said strip of land, and the use of said strip of land and other adjacent lands of the grantor, as necessary or convenient for the full enjoyment and use of the rights herein granted, during the operations of the grantee as herein above enumerated but not necessarily limited thereto.

Any pipe shall be buried to such depth that it will not interfere with the ordinary cultivation of such land.

The grantor covenants and agrees that no structures, obstructions or impediments, of whatever kind or nature, which will or might interfere with the full enjoyment and use of the rights herein granted, will be constructed, placed, granted or allowed within the above-defined 20 foot wide strip of land.

Grantee, by the acceptance hereof, agrees to reasonably restore or repair damage to owner's property, and to compensate the owner for any reasonable and provable losses resulting therefrom, which the grantee proximately causes by the activities This instrument was drafted by Teresa M. Kochaver on behalf of Wisconsin Electric Power Company.

and operations hereinabove enumerated; but the grantee does not in any manner whatsoever waive or otherwise modify its
rights and legal defenses which under law it may be entitled to raise, nor shall the grantee be held in any way responsible for
indemnifying, protecting, or otherwise holding any other person, firm, or corporation harmless from and against its or their own
acts and omissions and the consequences thereof.

This agreement shall be binding upon the heirs, successors or assigns of all parties hereto.

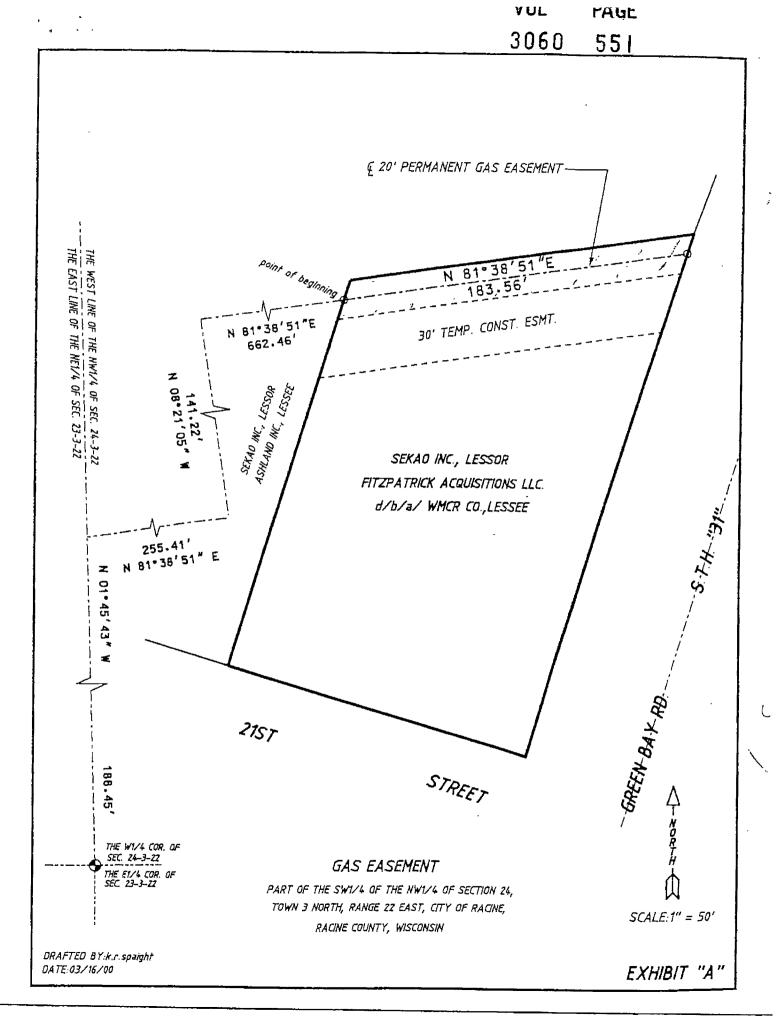
IN WITNESS WHEREOF, the said SEKAO, INC. has hereunto affixed this day of #UGUST WMCR Co. has caused these presents to be signed, 2000.	, 2000; and the said FITZPATRICK AC	QUISITIONS, LLC, d/b/a
In Presence of:	SEKAO INC. By Heim Cakes	(SEAL)
	GLENN OAKES, P	RESIDENT W
In Presence of:	FITZPATRICK ACQUISITIONS, LLC,	
	By	
STATE OF Wisconsin  SS  Racine COUNTY)  Personally came before me this 15T day of PRESIDENT and	AUGUST 2000 GLENN 0	AKES
the above named corporation, SEKAO, INC., known to me known to be such <u>PRESIDENT</u> and executed the foregoing instrument as such officers, as the	me to be the persons who executed the form of said corporation, and	egoing instrument and to
	TUESO M. KOCHAVER	<del></del>
	Notary Public State of WIS CON	SIN
	My commission expires April 2	1,2002

3060 550

STATE OF		
: SS COUNTY)		
COUNTY)		
Personally came before me this day of	, 2000,	
and		, of
the above named corporation, FITZPATRICK ACQUISI	ITIONS, LLC, d/b/a WMCR Co., known to me to	be the persons who
executed the foregoing instrument and to me known to	be such and	of said
corporation, and acknowledged that they executed the f by its authority.	oregoing instrument as such officers, as the deed	of said corporation,
by its authority.		
	*	
	Notary Public State of	
		<del></del>
	My commission expires	
	•	<del></del>

f:\data\winword\gas\willow road\sekao4esmt.doc

This instrument was drafted by Teresa M. Kochaver on behalf of Wisconsin Electric Power Company.



1738714

**Document Number** 

## TRANSMISSION EASEMENT GAS FACILITIES

REGISTER'S OFFICE RACINE COUNTY, WI

RECORDED_

2000 AUG 15 AM 10: 22

MARK A. LADD REGISTER OF DEEDS

RETURN TO:

WISCONSIN ELECTRIC POWER COMPANY PROPERTY RIGHTS & INFORMATION GROUP 231 W. MICHIGAN STREET, ROOM A440 PO BOX 2046

MILWAUKEE, WI 53201-2046

23926-1 (Parcel Identification Number)

WISCONSIN ELECTRIC POWER COMPANY a corporation, grantee, its successors and assigns, subject to the limitations and reservations herein stated, the right, permission and authority to lay, install, construct, maintain, operate, alter, replace, extend, repair and remove a pipeline or pipelines with valves, tie-overs, main laterals and service laterals.

FOR AND IN CONSIDERATION of the sum of One dollar (\$1.00) and other

good and valuable consideration to be paid, the receipt whereof is hereby acknowledged, the undersigned SEKAO, INC., a Wisconsin corporation, as

lessor and ASHLAND, INC., a Kentucky corporation, as lessee, hereby

referred to as "grantor," does hereby give, grant and convey unto

and other appurtenant facilities, all of which shall be and remain the property of the grantee, for the transmission and distribution of natural gas and all byproducts thereof or any liquids, gases, or substances which can or may be transported or distributed through a pipeline; over, under, across, and upon the hereinafter described strip of land 20 feet in width, being a part of the premises of the undersigned in the Southwest 1/4 of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East, City of Racine, Racine County, Wisconsin,

the centerline of said strip of land being described as follows:

Commencing at the West 1/4 corner of said Section 24, thence North 01 degrees 45 minutes 43 seconds West, 188.45 feet to a point, thence North 81 degrees 38 minutes 51 seconds East, 255.41 feet, thence North 08 degrees 21 minutes 05 seconds West 141.22 feet, thence North 81 degrees 38 minutes 51 seconds East, 490.00 feet to the point of beginning of said centerline, thence continuing North 81 degrees 38 minutes 51 seconds East, 172.46 feet, to the point of termination of said centerline; together with a 30 foot wide temporary construction easement, the north line of which is the south line of the above described permanent easement. The temporary easement is for construction purposes only and shall terminate when the need therefore passes.

The locations of said 20 foot wide permanent easement strip and said 30 foot wide temporary construction easement strip are shown on the Exhibit "A" attached hereto and made a part hereof.

Grantee may request or otherwise appoint and duly authorize other persons, firms or corporations to perform, carry out and complete the activities and operations, herein enumerated, as it deems necessary and convenient for the full enjoyment and use of the rights herein granted.

The grantee shall have all other rights and benefits necessary or convenient for the full enjoyment and use of the rights herein granted, including but not limited to, the right to remove and to clear all structures and obstructions such as but not limited to rocks, trees, brush, limbs and fences which might interfere with the rights herein contained, and the free and full right of ingress and egress over and across the strip of land and other adjacent lands of the grantor to and from said strip of land, and the use of said strip of land and other adjacent lands of the grantor, as necessary or convenient for the full enjoyment and use of the rights herein granted, during the operations of the grantee as herein above enumerated but not necessarily limited

Any pipe shall be buried to such depth that it will not interfere with the ordinary cultivation of such land.

The grantor covenants and agrees that no structures, obstructions or impediments, of whatever kind or nature, which will or might interfere with the full enjoyment and use of the rights herein granted, will be constructed, placed, granted or allowed within the above-defined 20 foot wide strip of land.

Grantee, by the acceptance hereof, agrees to reasonably restore or repair damage to owner's property, and to compensate the owner for any reasonable and provable losses resulting therefrom, which the grantee proximately causes by the activities and operations hereinabove enumerated; but the grantee does not in any manner whatsoever waive or otherwise modify its This instrument was drafted by Teresa M. Kochaver on behalf of Wisconsin Electric Power Company.

rights and legal defenses which under law it may be entitled to raise, nor shall the grantee be held in any way responsible for indemnifying, protecting, or otherwise holding any other person, firm, or corporation harmless from and against its or their own acts and omissions and the consequences thereof.

This agreement shall be binding upon the heirs, successors or assigns of all parties hereto.

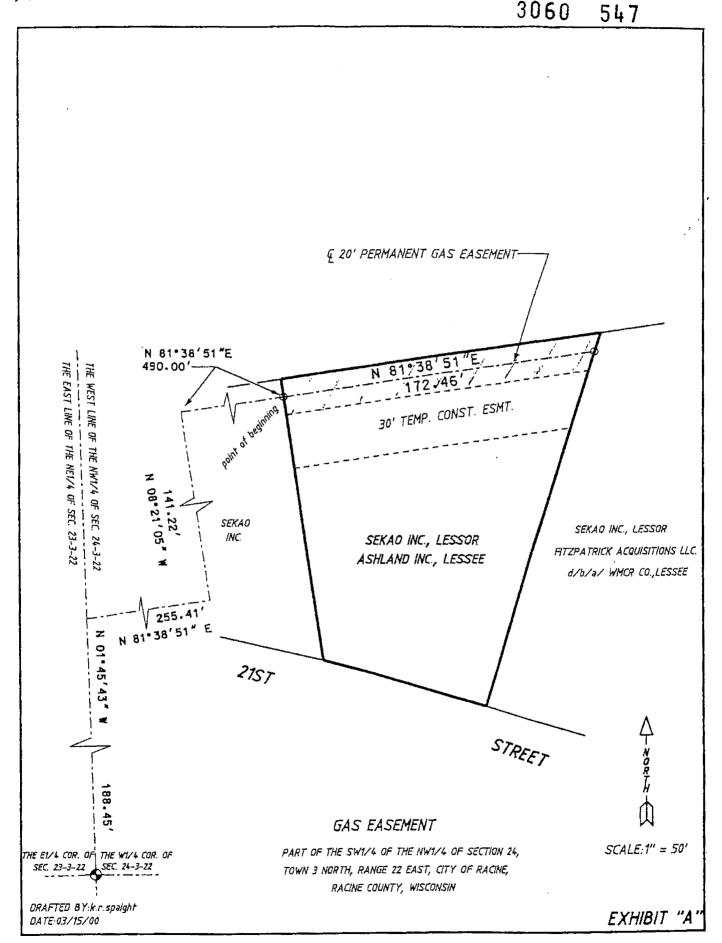
IN WITNESS WHEREOF, the said SEKAO, INC. has cau hereunto affixed this <u>IST</u> day of <u>AUGUST</u> , to be signed and its corporate seal to be hereunto affixed this	2000; and the said ASHLAND, INC. has	caused these presents
In Presence of:	SEKAO INC.  By How Skea  GLENN OAKES, PRESID	(SEAL)
	By	(SEAL) 3 060
In Presence of:	ASHLAND, INC.	വ പ വ
	By	(SEAL)
	By	(SEAL)
STATE OF <u>WISCONS IN</u> ) : SS RRCIN & COUNTY)		
Personally came before me this	to be the persons who executed the foreg of said corporation, and a	oing instrument and to
	TERESA M. KOCHAVER	u
	Notary Public State of WISCONSI	<u> </u>
	My commission expires April 21	,2002

VOL PAGE 3060 546

STATE OF)		•	
: <b>SS</b>			
COUNTY)			
Personally came before me this	day of	, 2000,	
, and			, of
the above named corporation, ASHLAND,	INC., known to me to	be the persons who executed t	he foregoing instrument and
to me known to be such	and	of said corporation,	and acknowledged that they
executed the foregoing instrument as such	officers, as the deed of	of said corporation, by its authorit	٧.
3. 3	•	•	•
	*		
	No	tary Public State of	
	No	tary Public State of	

f.\data\winword\gas\willow road\sekao3esmt.doc

This instrument was drafted by Teresa M. Kochaver on behalf of Wisconsin Electric Power Company.



*Type or print name signed above.



Stopk No. 11142	(~\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
428 (4/9/86) 1252135  Wisconsin Banker's Association 1986	
REAL ESTATE MORTGAGE	Register's Office
(May use for (1) business purpose loan, (2) loan to an organization, (3) loan exceeding \$25,000 or (4) loan of \$25,000 or less if not governed by the Wisconsin Consumer Act.)  (Revised for Wisconsin Manual Property Act)	Racine County, Wis.
SEKAO, Inc.	March AD 1988 at 2:25
("Mongagor",	
whether one or more) morngages, conveys and warrants to Heritage Bank and Trust, a Wisconsin state chartered bank	of Ricardo on page 317-32
("Lender")	Helen M. Achutten :
inxenosichoniocrapi xixuxxxxx xok	Register of Deeds
ZOURNEX X),	20
MACON MACON MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACANO MACA	ملاء الماء
TABONOMICK XOURENCOOR RECORDS	RETURN TO Michael J. Dwyer Godfrey & Kahn, S.C.
MACHINEN MICH MICHAEL CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE	780 North Water Street
the real estate described below, together with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all 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").	Milwaukee, WI 53202
the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second secon	
1. Description of Property. (This Property 15 not the homestead of Mor	tgagor.) Tax Key #
	(
	· ·

See Exhibit A attached hereto.

THIS MORTGAGE SECURES THE INDEBTEDNESS AS DESCRIBED IN PARAGRAPH 2 OF THE ADDENDUM ATTACHED HERETO.

☑ If checked here, description is continued on reverse side or atta ☐ If checked here, this Mortgage is a "construction mortgage" un	nder §	1409.313(1)(a), Wis. Stats.
and assessments not yet due and items set forth on Exi	nib:	ons and easements of record, municipal and zoning ordinances, current taxes it B attached hereto
3. Escrow. Interest will not be paid on escrowed funds r	equir	ed under paragraph 8(a) on the reverse side.
		Additional Provisions on the reverse side, which are incorporated herein, and
snall not permit an event or detault to occur. The undersigned acknowledgee receipt of an exact copy of this Mortgag		
		, 19_88
SEE REVERSE SIDE FO	R AI	DDITIONAL PROVISIONS
		7:(SEAL)
NAME OF PARPORATION OF CALLES PLES.	1	·
Glenn A. Sakes	required	(SEAL)
most: Marcel () Calus Andre (SEAL)	lon	•
Janiel D. Oakes	Witnesses	(SEAL)
	With	[SEAL)
		•
AUTHENTICATION	OR	ACKNOWLEDGMENT
		STATE OF WISCONSIN
Signatures of		County of Milwaukee Rocine } ss.
		This instrument was acknowledged before me on March
		19.88 by Glenn A Cakes and Daniel D. Oakes
thenticated this day of, 19		(Name(a) of person(a))
		as the President and Secretary Vice President Type of authority, e.g., officer, rystee, att., if provi
Member State Bar of Wisconsin or		SERIO T
thorized under \$706.06, Wis. Stats		of SEKAO, Inc.  (Name of party on behalf of whom instrument was executed, if any)
This instrument was grafted by		Dandra L. Estaven
This instrument was grafted by		Notary Public Milwaukee Racine County Wis
Michael J. Dwyer		Notary Public Fritwalkee Facine County, Wis.  My Commission (Expires)(40) July 10, 1988

#### ADDITIONAL PROVISIONS

Taxes. To the extent not paid to Lender under paragraph 8(a), Mortgagor shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, or against Lender upon this Mortgage or the Note or other debt secured by this Mortgage, or upon Lender's interest in the Property, and deliver to Lender receipts showing timely payment.

роте вкуст манивайтую тогот я нуютелевизизатизи вуступуютеления уреанственного девыет.

Детельную детельности по пределения в под пределения в под пределения детельности в пределения в под пределения в под пределения в под пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения детельности в пределения в пределения в пределения в пределения в пределения в пределения до пределения пределения в пределения в пределения в пределения в пределения в пределения до пределения пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения до пределения пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в пределения в предел

## 8. Mortgagor's Covenants. Mortgagor covenants:

- (a) Escrow. To pay Lender sufficient funds at such times as Lender designates, to pay (1) the estimated annual real estate taxes and assessments on the Property. (2) all property insurance premiums when due, and (3) if payments owed under the Note are guaranteed by mortgage guaranty insurance, the premiums necessary to pay for such insurance which Lender may cancel at any time. Upon demand, Mortgagor shall pay Lender such additional sums as are necessary to pay these items in full when due. Lender shall apply these amounts against the taxes, assessments and insurance premiums when due. Escrowed funds may be commingled with Lender's general funds:
- (b) Condition and Repair. To keep the Property in good and tenantable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures;
- (c) Liens. To keep the Property free from liens and encumbrances superior to the lien of this Mortgage and not disclosed on the reverse side;
- (d) Prior Mortgages. To perform all of Mortgagor's obligations and duties under any mortgage or security agreement with a lien which has priority over this Mortgage and any obligation to pay secured by such a mortgage or security agreement;
- (e) Waste. Not to commit waste or permit waste to be committed upon the Property;
- (f) Conveyance. Not to sell, assign, lease, mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Property, or permit the same to occur without the prior written consent of Lender and, without notice to Mortgagor, Lender may deal with any transferee as to his interest in the same manner as with Mortgagor, without in any way discharging the liability of Mortgagor hereunder or upon the Note hereby secured:
- (g) Alteration or Removal. Not to remove, demolish or materially alter any part of the Property, without Lender's prior written consent, except Mortgagor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility;
- (h) Condemnation. To pay to Lender all compensation received for the taking of the Property, or any part, by condemnation proceedings (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Lender determines to rebuilding of the Property or to installments of the Note in the inverse order of their maturities (without penalty for prepayment);
- (I) Ordinances: Inspection. To comply with all laws, ordinances and regulations affecting the Property. Lender and its authorized representatives may enter the Property at reasonable times to inspect it and, at Lender's option, repair or restore it; and
- (HXXS) short particular in the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the contr
- S. Authority of Lender to Perform for Mortgagor. If Mortgagor fails to perform any of Mortgagor's duties set forth in this Mortgago, Lender may perform the duties or cause them to be performed, including without limitation signing Mortgagor's name or paying any amount so required, and the cost shall be due on demand and secured by this Mortgage, bearing interest at the highest rate stated in any Note but not in excess of the maximum rate permitted by law from the date of expenditure by Lender to the date of payment by Mortgagor.

PLANTARION TO THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRODUCT AND ADDRESS OF THE PRO

- 12. Walver. Lender may waive any default without waiving any other subsequent or prior default by Mortgagor.
- 13. Power of Sale. In the event of foreclosure, Lender may sell the Property at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statue.
- 14. Receiver. Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Lender under it, without regard to the adequacy or inadequacy of the Property as security for the Note, the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.
- 15. Foreclosure Without Deficiency Judgment. If the Property is a one to four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagor agrees to the provisions of \$846.101. Wis. Stats., and as the same permitting be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one to four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or a tax exempt charitable organization; Mortgagor agrees to the provisions of \$846.103, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.
- 16. Expenses. To the extent not prohibited by law, Mortgagor shall pay all reasonable costs and expenses, including without limitation, attorneys' fees and expenses of obtaining title evidence, incurred by Lender in foreclosing this Mortgage.
  - 17. Severability. Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision.
- 18. Successors and Assigns. The obligations of all Mortgagors are joint and several. This Mortgage benefits Lender, its successors and assigns, and binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns.

# Addendum to Real Estate Mortgage

The following provisions shall be incorporated into and made a part of the foregoing attached Real Estate Mortgage ("Mortgage") from SEKAO, Inc., a Wisconsin corporation ("Mortgagor") to Heritage Bank and Trust ("Lender") encumbering the real estate described on Exhibit A attached hereto ("Property"):

- 1. Mortgagor hereby mortgages, conveys and grants a security interest in the following property, rights and interest to Lender, which property, rights and interest shall be subject to the lien of this Mortgage:
  - a. All right, title and interest of Mortgagor, including any after-acquired title or reversion, now or at any time hereafter existing, in and to all highways, roads, ways, streets, avenues, alleys and other public thoroughfares, bordering on or adjacent to the Property or any part thereof, together with all right, title and interest of Mortgagor to the land lying within such highways, roads, ways, streets, avenues, alleys and other public thoroughfares, whether heretofore or hereafter vacated, and all strips and gores adjoining or within the Property or any part thereof;
  - b. All and singular the tenements, hereditaments, licenses, permits, consents, easements, appurtenances, passages, waters, water courses, riparian rights, mineral and gas rights and all other rights and privileges thereof or in any way now or at any time hereafter belonging to or in any way appurtaining to the Property or any part thereof or to any property or right now or at any time hereafter comprising a part of the property and rights subject to this Mortgage; and all right, title and interest of Mortgagor, whether now or at any time hereafter existing, in all reversions and remainders to the Property and such other property or right and all rents, income, issues, profits, royalties and revenues now or hereany part thereof and such other property or right subject to this Mortgage;
  - c. All buildings and improvements of every kind and description now or hereafter located, erected or placed on the Property, or any part thereof, including, but not limited to, all structures, railroad spur tracks and sidings, plants, works and all materials intended for construction, and repairs of which materials shall be deemed to be subject to this Mortgage immediately upon the delivery thereof to the Property, and all or contained in and used in connection with the Property, in and or contained in and used in connection with the Property, ing or buildings in any manner, and without any further act all extensions, additions, betterments, substitutions and replacements to the foregoing;
  - d. All fixtures, furniture, furnishings, appliances, equipment, machinery and other property of every kind and description in which Mortgagor now has or at any time hereafter acquires an interest, whether now or at any time hereafter installed or located in, on or about or used in connection with the Property or any part thereof, including but not limited to all electrification equipment and power lines, whether owned individually or jointly with others, all water supply, heating, lighting, cooling, refrigerating, humidifying, dehumidifying, plumbing, sprinkler protection, fire extinguishing,

incinerating, waste removal, cleaning, air-conditioning, ventilating, communicating, water-heating, television antenna and electrical systems, and the machinery, appliances, fixtures and equipment pertaining thereto, all switchboards, engines, motors, tanks, pumps, conduits, ducts, compressors, elevators, escalators, shades, awnings, venetian blinds, screens, screen doors, storm doors and windows, stoves, ranges, dishwashers, waste disposal units, curtain rods and fixtures; washing machines, clothes dryers, floor coverings, partitions, condensing units, range hoods, fans, lawn equipment, speakers, any of the foregoing are single units or centrally controlled, and all renewals, replacements and substitutions thereof and additions thereto. It is understood that all of the fixtures, property hereinabove described shall be subject to the lien of this Mortgage as if covered and conveyed hereby by specific and apt descriptions;

- e. All awards and other compensation, whether heretofore, now or hereafter made, to the Mortgagor, its successors
  and assigns, for any taking by Eminent Domain, either permanent
  or temporary, of all or any part of the Property or any part
  thereof and all the properties and rights described in Paragraphs a, b, c and d above or any part thereof or any easement
  or appurtenance thereof, including any awards for any changes
  of grade of streets, which said awards and compensation are
  hereby assigned to Lender; and
- f. All monies or other funds or sums at any time on deposit with Lender pursuant to the terms hereof, and all contract rights, general intangibles, actions and rights of action, including without limitation all rights to insurance proceeds and unearned premiums arising from or relating to the Property or any part thereof or the properties and rights thereof; and all proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Property or any part thereof or the properties and rights described in Paragraphs a, b, c, d, and e, above or any part thereof.
- 2. This Mortgage secures (i) any and all obligations of Mortgagor now or hereafter arising under or in any way connected to that certain Guaranty dated on a date even herewith executed by Mortgagor for the benefit of Lender, securing certain obligations of and described in the Guaranty and (ii) any and all additional sums which are in the future loaned by Lender to Mortgagor, to Mortgagor and another or to any other entity guaranteed or endorsed by Mortgagor, plus interest and charges thereon. Notwithstanding the foregoing, this Mortgage shall not secure credit, the granting of which is subject to the Wisconsin Consumer Act.
- 3. This Mortgage is (pursuant to the Wisconsin Commercial Code) a security agreement with respect to that portion of the Property constituting personal property and/or fixtures. Mortgagor hereby authorizes Lender to execute and file continuation statements without the signature of Mortgagor if Lender determines that such are necessary or advisable in order to perfect Lender's security interest in such personal property and/or fixtures. Upon closing, Mortgagor shall promptly execute financing and continuation state—Lender's interest in such personal property and/or fixtures. Mortgagor shall pay to Lender on demand any expenses incurred by Lender in connection with the preparation, execution and filing of such statements and any continuation statements that may be filed by

Lender. In the event of default under this Mortgage, Lender may, at its option, sell or otherwise dispose of such personal property and/or fixtures by public or private proceedings, separate from or together with the sale of the property, in accordance with the provisions of the Wisconsin Commercial Code. With respect to such personal property and/or fixtures, Lender may exercise any other rights or remedies of a secured party under the Wisconsin Commercial Code. Unless such personal property and/or fixtures are perishable or threaten to decline speedily in value or are of a type customarily sold on a recognized market, Lender shall give Mortgagor ten (10) days prior written notice of the time and place of any public sale of such personal property and/or fixtures or intended disposition thereof. Upon occurrence of any default under this Mortgage, the Lender reserves the option, pursuant to the appropriate provisions of the Wisconsin Commercial Code to proceed with respect to such personal property and/or fixtures as part of the Property in accordance with its rights and remedies with respect to the Property, in which event the default provisions of the Wisconsin Commercial Code shall not apply.

4. All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing or by telegraph, telecopy, or telex and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered by hand, or when deposited in the mail, postage prepaid, or, in the case of telegraphic notice, when delivered to the telegraph company, or, in the case of telex or telecopy notice, other address as may be hereafter notified by the respective parties hereto:

Mortgagor:

SEKAO, Inc. 2250 S. Green Bay Road Racine, WI 53406

Lender:

Heritage Bank and Trust 4001 N. Main Street Racine, WI 53402

- 5. Upon the occurrence of an event of default as defined in that certain Loan and Credit Agreement dated as of the date hereof, entered into by and between Land Reclamation, Ltd., A. W. Oakes and Son, Inc. and SEKAO, a Family Partnership and Lender, Lender may proceed to collect all sums secured hereunder in a suit at law or by foreclosure of this Mortgage against one or more parcels comprising the Property or by the exercise of any other remedy available at law or equity.
- 6. Mortgagor, for itsself and all who may claim through or under it, waives any and all right to have the Property marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Property sold as an entirety.

#### PARCEL 5

That part of the Northwest 1/4 of Section 23, Township 3 North, Range 22 East, bounded as follows: Begin on the North-South 1/4 line of said Section 23 at a point located North 01° 33' 53" West 1512.43 feet from the center of said Section 23; run thence South 89° 05' 03" West 1318.88 feet; thence North 01° 36' 45" West 148.56 feet; thence North 89° 36' 28" East 1320.03 feet; thence South 01° 33' 53" East 1136.49 feet to the point of beginning. Said parcel contains 34.603 acres.

#### ALSO:

That part of the Northeast 1/4 of Section 23, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin, bounded as follows: Begin at a point on the North-South 1/4 line located South 01° 33' 53" East 55.00 feet from the North 1/4 corner of said Section and a point on the South line of 16th Street; run thence North 89° 08' 28" East 99.00 feet along the South line of said Street; thence South 01° 33' 53" East 1081.45 feet; thence South 89° 05' 04" West 99.00 feet to the North-South 1/4 line of said Section; thence North 01° 33' 53" West 1081.55 feet along said Section line to the point of beginning. Containing 2.458 acres.

EXCEPTING THEREFROM THE FOLLOWING:
That part of the Northwest 1/4 of Section 23, Township 3 North,
Range 22 East, in the City of Racine, Racine County, Wisconsin,
described as follows: Commence at a point on the North line of
said Section 23 located South 89° 36' 28" West 1254.03 feet from
the North 1/4 corner of said Section to the point of beginning of
this description; run thence South 08° 37' 38" West 185.55 feet;
thence South 01° 36' 31" East 1803.89 feet; thence South 48° 28'
19" West 66.54 feet; thence South 68° 35' 31" West 15.91 feet;
thence North 01° 36' 31" West 1833.97 feet; thence North 10° 37'
06" West 205.93 feet to the North line of said Section 23; thence
North 89° 36' 28" East 131.25 feet to the point of beginning.
Containing 3.197 acres. Said lands being partly in the City of
Racine and partly in the Town of Mt. Pleasant, County of Racine
and State of Wisconsin.

Tax# 51-276-23918-000 51-276-23925-000 Part of the Northwest 1/4 of Section 24, Township 3
North, Range 22 East, bounded as follows: Begin at
a standard Racine County monument marking the West 1/4
of said Section 24; run thence North 01° 45' 43" West
241.01 feet on the Westline of said Section 24 to a
3/4" diameter iron cipe stake on the Southerly line
of the Chicago, Milwaukee, St. Paul and Pacific Railroad
Right of Way; thence North 81° 38' 51" East 1102.06 feet
on said Southerly line of right of way to the center line
of Green Bay Road; thence South 19° 28' 27" West 228.77
feet on said center line; thence North 89° 09' 45" West
391.12 feet to a 3/4" diameter iron pipe stake; thence
South 00° 50' 15" West 200.00 feet to a 3/4" diameter
iron pipe stake on the East-West 1/4 line of said Section
24; thence North 89° 09' 45" West 612.76 feet to the point
of beginning. Containing 5.867 acres. Excepting therefrom the rights of the public in and to Green Bay Road.

Part of the Northeast 1/4 of Section 23, Township 3 North Range 22 East, bounded as follows: Begin at a standard Racine County monument marking the East 1/4 corner of said Section 23; run thence South 89° 05' 04" West 1320.00 feet on the East-West 1/4 line of said Section 23 to a 3/4" diameter iron pipe stake; thence North 00° 54' 57" West 69.15 feet to a 3/4" diameter iron pipe stake on the Southerly line of the Chicago, Milwaukee, St. Paul and Pacific Railroad, right of way; thence North 81° 38' 51" East 1327.61 feet on said Southerly line of right of way to:a 3/4" diameter iron pipe stake on the East line of said Section 23; thence South 01° 45' 43" East 241.01 feet to the point of beginning. Containing 4.696 acres.

Said land being now in the City of Racine, County of Racine and State of Wisconsin.

EXCEPTING therefrom land conveyed to State of Wisconsin for road purposes as in Deed recorded in Volume 1247 of Records, pages 11-12, Document No. 949239.

EXCEPTING THEREFROM the following:
That part of the Northwest 1/4 of Section 24, Township 3
North, Range 22 East, being in the City of Racine, Racine
County, Wisconsin described as follows: Commence at a point
on the East-West 1/4 line of said Section located S89° 08' 05"
E 74.03 feet from the West 1/4 corner of said Section; run
thence N53° 45' 45" E 203.37 feet to the point of beginning
of this description; thence N53° 45' 45" E 168.88 feet to a
point of curvature of a curve of Northerly convexity whose
radius is 433.00 feet and whose chord bears N80° 15' 45" E
386.45 feet; thence Easterly 400.54 feet along the arc of said
curve; thence S73° 14' 15" E 235.46 feet to the Westerly line
of State Trunk Highway "31"; thence S16° 33' 15" W 33.00 feet
to an angle point in said right-of-way; thence S20° 43' 25" W
33.08 feet along said right-of-way; thence N73° 14' 15" W 233.29
feet to a point of curvature of a curve of Northerly convexity
whose radius is 367.00 feet and whose chord bears S80° 15' 45"W
327.51 feet; thence Westerly 339.49 feet along the arc of said
curve; thence S53° 45' 45" W 168.88 feet; thence N36° 14' 15"W
66.00 feet to the point of beginning. Containing 1.173 acres.

(con'd)

ALSO EXCEPTING the following:

That part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin, described as follows: Commence at the West 1/4 corner of said Section 24; run thence N 01° 45° 43° W 198.51 feet along the West line of said Section thence N 01° 45' 43" W 198.51 feet along the West line of said Section 24 to the point of beginning of this description; run thence N 01° 45' 43" W 142.16 feet; thence N 81° 38' 51" E 227.95 feet; thence S 08° 21' 09" E 141.22 feet; thence S 81° 38' 51" W 20.50 feet to the point of curvature of a curve of Southwesterly convexity whose radius is 127.00 feet and whose chord bears S 22° 17' 42" E 61.20 feet; thence Southeasterly 61.81 feet along the arc of said curve; thence S 36° 14' 15" E 44.25 feet; thence S 53° 45' 45" W 33.00 feet; thence N 36° 14' 15" W 44.25 feet to the point of curvature of a curve of Southwesterly convexity whose radius is curvature of a curve of Southwesterly convexity whose radius is 160.00 feet and whose chord bears N 22° 17' 42" W 77'10 feet; thence Northerly 77.87 feet along the arc of said curve; thence S 81° 38' 51" W 190.76 feet to the point of beginning. Containing 0.84 acre.

ALSO EXCEPTING THEREFROM such portion of the above described premises that is contained within the boundaries of Certified Survey Map No. 1255 as recorded in Volume 3 of CSM on page 652, Document No. 1236698.

70x # 51-276-23907-000 51-276-23905-000

That part of the South East One-quarter (1/4) of Section Twenty-three (23), Township Three (3) North, Range Twenty-two (22) East, and part of the South West One-quarter (1/4) of Section Twenty-four (24), Township Three (3) North, Range Twenty-two (22) East, bounded as follows: Begin at a standard Racine County monument marking the West 1/4 corner of said Section 24; run thence S 89 09' 45" E 535.64 feet on the East-West 1/4 line of Said Section 24 to a 3/4" diameter iron pipe stake; thence S 80' 09' 45" E 58" E 295.84 feet to the centerline of Green Bay Road; thence S 120' 11' 52" W 36.90 feet on said centerline; thence S 89' 29' 55" W 33.83 feet to a 1" square rack bar stake; continue thence S 89' 29' 55" W 253.10 feet to a 3/4" diameter iron pipe stake; thence S 01' 45' 55" E 101.22 feet to a 3/4" diameter iron pipe stake; thence S 69' 29' 55" E 228.06 feet to a 3/4" diameter iron pipe stake; thence S 89' 29' 55" W 253.83 feet to the centerline of Green Bay Road; thence S 89' 29' 55" W 353.83 feet to a 1" diameter iron pipe stake; continue thence S 69' 29' 55" W 353.83 feet to a 3/4" diameter iron pipe stake; to the centerline of Green Bay Road; thence S 89' 29' 55" W 353.83 feet to a 1" diameter iron pipe stake; continue thence S 69' 29' 55" W 353.83 feet to a 1" diameter iron pipe stake; continue thence S 89' 29' 55" W 353.83 feet to a 1" diameter iron pipe stake; thence S 89' 29' 55" W 353.83 feet to a 3/4" diameter iron pipe stake; thence S 89' 29' 55" W 353.83 feet to a 3/4" diameter iron pipe stake; thence S 89' 29' 55" W 353.83 feet to a 3/4" diameter iron pipe stake; thence S 89' 29' 55" W 353.83 feet to a 3/4" diameter iron pipe stake; thence S 89' 29' 55" W 353.83 feet to a 3/4" diameter iron pipe stake; thence S 89' 29' 55" W 353.83 feet to a 3/4" diameter iron pipe stake; thence S 89' 29' 55" W 353.83 feet to a 3/4" diameter iron pipe stake; thence S 89' 29' 55" W 353.83 feet to a 3/4" diameter iron pipe stake; thence S 89' 29' 55" W 353.83 feet to a 3/4" diameter iron pipe stake; thence S 89' 29'

Together with a reservation for roadway purposes over the Louth 30 feet of property described in warranty deeds Volume 554, page 75 and Volume 555, page 226.

Excepting therefrom the rights of the public in and to Green Bay Road. Sail land being in the City of Racine, Racine County.

Also excepting therefrom land conveyed for highway purposes described in Deed recorded in Volume 1251 of Records, pages 579-580, Document No. 951067.

Also excepting therefrom such portions of the above described premises that are contained within the boundary of Certified Survey Map No. 1255 as recorded in Volume 3 of Certified Survey Maps, page 652, Document No. 1236698.

Tax # 51-276- 23901-000 23908-000

vg.1905 mc.324

A Tract of land in the Northeast 1/4, the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 25, Town 4 North, Range 21 East, in the Town of Raymond, County of Racine, State of Wisconsin, bounded and described as follows: Commence at the East 1/4 corner of said Section; Thence South 89 31 57 West for a distance of 621.78 feet, along the South line of the said Northeast 1/4, to a point; thence North 0 37 6 West for a distance of 60.00 feet, to a point in the North right of way line of C.T.H. "K" and the point of beginning: Thence South 89 31'57" West for a distance of 66.00 feet, along said North right of way, to a point; thence North 0 37'6" West for a distance of 265.00 feet, to a point; Thence South 89 31'57" West for a distance of 328.76 feet, to a point; Thence South 0 37'6" East for a distance of 292.00 feet, to a point in the North right of way of C.T.H. "K"; thence South 89 31'57" West for a distance of 1074.82 feet, along said North right of way, to a point; thence along a curve to the right having a radius of 634.41 feet and an arc length of 532.49 feet, being subtended by a chord of North 66°25'18" West for a distance of 517.00 feet, along said Northerly and Easterly right of way, to a point; Thence North 42°22'33" West for a distance of 659.60 feet, along said Easterly right of way, to a point; Thence North 47°37'27" East for a distance of 287.00 feet, to a point; Thence North 42°22'33" West for a distance of 207.00 feet, to a point; thence South 47°37'27" West for a distance of 207.00 feet, to a point; thence South 47°37'27" West for a distance of 287.00 feet, to a point; thence South 47°37'27" West for a distance of 287.00 feet to a point in the Easterly right of way of C.T.H. of 287.00 feet to a point in the Easterly right of way of C.T.H. "K"; thence North 42 22 33 West for a distance of 130.00 feet, along said Easterly right of way, to a point; Thence North 47 37'27" East for a distance of 287.00 feet to a point; Thence North 43 1'6" West for a distance of 197.10 feet to a point in the North line of the Southeast 1/4 of the Northwest 1/4 of said Section; Thence North 89 24 21 East for a distance of 497.61 feet, along said North line to a point in the West line of the Northeast 1/4 of said Section; Thence North 0 30 33 West for a distance of 945.15 feet, along said West line to a point being 377.19 feet South of the North line of said Northeast 1/4; Thence North 89 18 3 East for a distance of 2316.06 feet, to a point being 377.19 feet South of the North line of said 1/4 Section and 330.00 feet West of the East line of said 1/4 Section and 3 of the East line of said 1/4 Section; Thence South 0 37'6" East for a diction of South 1/4 Section of S  $0^{\circ}37'6$ " East for a distance of 292.81 feet, parallel to the East line of said 1/4 Section, to a point; Thence South 89 $^{\circ}18'3$ " West for a distance of 48.00 feet, parallel to the South line of the North 1/2 of said Northeast 1/4 to a point; thence South 0 37 6 East for a distance of 657.43 feet, parallel to the East line of said 1/4 Section, said line being the West right of way of Interstate 94, to a point; thence North 89°25'0" East for a distance of 40.63 feet, parallel to the South line of the North 1/2 of said Northeast 1/4, said line being said West right of way, to a point; Thence along a curve to the right having a radius of 114346.55 feet and an arc length of 906.39 feet, being subtended by a chord of South 0 30'11" East for a distance of 906.39 feet, along said West right of way to a point; thence South 0 25'3" East for a distance of 107.70 feet along said West right of way, to a point; thence South 89 31'57" West for a distance of 52.68 feet to a point on the North line of right of way acquired North of C.T.H. "K"; thence South 89 31'57" West for a distance of 69.53 feet along said North line, to a point; thence North 0'37'6" West for a distance of 11.50 feet to a point; thence South 89 31'57" West for a distance of 160.00 feet to a point; thence South 0°37'6" East for a distance of 265.00 feet to a point in the North right of way of C.T.H. "K" and the point of beginning. Said property contains 119.3557 acres more or less.

#### EXHIBIT B

#### Permitted Liens and Encumbrances

- 1. Municipal and zoning ordinances.
- General taxes for the year 1988.
- Recorded easements for public utilities.
- 4. Public or private rights, if any, in such portion of the premises described herein as may be used, laid out or dedicated in any manner for street, highway or road purposes.
- 5. Mortgage from Land Reclamation, Ltd., Oakes and Son, Inc. and SEKAO, a Family Partnership, to Heritage Bank and Trust, in the face amount of \$1,100,000.00, dated December 22, 1986 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on December 23, 1986 at 4:08 P.M. in Volume 1837 of Records, pages 411-422, Document No. 1214814.
- 6. Mortgage from Land Reclamation, Ltd., A.W. Oakes and Son, Inc. and SEKAO, a Family Partnership, to Heritage Bank and Trust, in the face amount of \$1,000,000.00, dated December 22, 1986 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on December 23, 1986 at 4:09 P.M. in Volume 1837 of Records, pages 423-434, Document No. 1214815.
- 7. Landfill Gas Purchase & Lease Agreement between Land Reclamation, Ltd. and BioGas Development Corporation dated January 1,1987 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on January 30, 1987 in Volume 1843 of Records, page 874, Document No. 1218338.
- Easement to S.C. Johnson & Son, Inc., dated June 11, 1970 and recorded June 12, 1970 in Volume 1054 of Records, page 217, Document No. 868910.
- Easement to Town of Mt. Pleasant dated January 8, 1971 and recorded January 11, 1971 in Volume 1074 of Records, page 271, Document No. 877362.
- 10. Easement to Michigan-Wisconsin Pipe Line Company dated February 25, 1949 and recorded March 4, 1949 in Volume 487 of Deeds, page 40, Document No. 545568.
- 11. Covenants, Restrictions and Life Estate of Marie and Alice Fuhrman reserved in Warranty Deed recorded in Volume 1869 of Records, page 274, Document No. 1231816.

Register's Office SS tacine County, Wis.

Received for Record ....

PLB-26487 4/30/89

Received for Record Quy or Quy or A.D. 19 87 at 12:47
o'clock 1 M. and recorded in Volume 12:00
of Control on page 412-413 FIRST AMENDMENT

ሞО

Helen M. Schutten

REAL ESTATE MORTGAGE

6-

This First Amendment to Real Estate Mortgage, made and entered into as of the ______ day of May, 1989, by and between SEKAO, Inc., a Wisconsin corporation ("Mortgagor"), and Heritage Bank and Trust, a Wisconsin state chartered bank ("Lender").

#### WITNESS:

WHEREAS, Mortgagor previously granted to Lender a real estate mortgage ("Mortgage") dated as of March 18, 1988 and recorded with the Register of Deeds for Racine County as Document No. 1252135, Volume 1905 of Records, pages 317-326, encumbering the real estate described therein: 75.23910 23918 23925 23907 23905 2012-04-21-25-004-000, 012-04-21-25-005-000, WHEREAS, the Mortgage secures in part the obligations of Land Reclamation, Ltd. ("LRL") and A. W. Oakes and Son Incorporated

("Borrower") under that certain Loan and Credit Agreement dated as of March 18, 1988 previously entered into by Borrower and Lender ("Loan Agreement");

WHEREAS, as of the date hereof, LRL, Borrower and Lender have amended and restated the Loan Agreement by entering into an Amended and Restated Loan and Credit Agreement of even date herewith ( the "Amended Loan Agreement"); and

WHEREAS, Mortgagor and Lender desire to amend the Mortgage as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor and Lender hereby confirm and agree as follows:

- 1. Without limiting the provisions of the Mortgage, the Mortgage shall be deemed to secure (i) all obligations of Borrower whether now or hereafter arising under the Amended Loan Agreement and any modification, amendment, extension or renewal of such Amended Loan Agreement; (ii) all obligations of The Shop of Racine, Ltd., a Wisconsin corporation ("The Shop"), to Lender as evidenced by that certain Business Note by The Shop dated October 6, 1986 in the original principal amount of \$400,000; and (iii) all obligations of Mortgagor under that certain Guaranty of Mortgagor dated March 18, 1988, as the same has been or may be modified or amended from time to time, and guarantying the obligations of the Borrower to Lender, including without limitation, the Borrower's obligations under the Amended Loan Agreement and any modification, amendment, extension or renewal thereof.
- 2. Upon the occurrence of an Event of Default as defined in the Amended Loan Agreement, Lender may proceed to collect all sums secured herein in a suit at law or equity or by foreclosure of this Mortgage against one or more parcels comprising the Property or by the exercise of any other remedy available at law or equity.
- The Mortgage is an open ended mortgage, securing in part revolving credit loans, and all future advances made pursuant to the Amended Loan Agreement. Under the terms of the Amended Loan Agreement, the maximum amount of revolving credit loans and future advances available is \$1,000,000.

rvol 1950 PAGE 412

0

Ö Ö

0

S

4. Except as expressly amended and modified herein, the Mortgage shall continue in full force and effect.

IN WITNESS WHEREOF, this First Amendment to Real Estate Mortgage has been duly sealed and executed by the Mortgagor as of the day, month and year first above written.

By: Alem a Osker Pro (Title)

Attest: Femalessnes Ever V.

STATE OF WISCONSIN ) SS

Personally came before me this let day of Man , 1989, Sunn Cukes and R. 1 Museum , respectively, of SEKAO, Inc. and to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My Commission: Mpures 228

This instrument was drafted by and upon recording should be returned to:

Patricia L. Leiker Godfrey & Kahn, S.C. 780 North Water Street Milwaukee, WI 53202 HERITAGE BANK AND TRUST

BY:

Lay Bearly Malle

of Garry A. Beasley Signature(s) Aauthenticated this 1st day of May, 1989.

thomas a. Myen

Thomas A. Myers

E: MEMBER State Ban

pool	Q	įΝ	М	40	Ţ	#
١	4	9	6	3	3	1

#### STATE BAR OF WISCONSIN FORM 12-1982 PARTIAL RELEASE OF MORTGAGE

c cotco				
3 BFACE	RESERVED	FOR	RECORDING	DAT
REGIS	TER'S O	FFIC	E	

THE RESERVED FOR RECORDING	עע
REGISTER'S OFFICE RACINE COUNTY, WI	

ECORDED	 m1, + s2 ,2 december	7
		•

95 APR -3 PM 3:33

HARK A.LADD REGISTER OF DEEDS

Ambassador Title Corporation 1254 West Boulevard Box 720 Racine, WI 53405

1	
•	25
)	<u>⊡</u>
3	123

The undersigned cert	fies that Heritage Bank & Trust
is the present owner of a	mortgage executed by Sekao, Inc.
toHeritage_Bank_&	Trust
to secure payment of \$ March 18th	dated, 19.88., recorded in the
office of the Register of De	eds of Racine County
Wisconsin, on	March 22nd 1988
as Document Number	1252135 , ir
(Rest)	(Records) (KKKA)
(Vol.)1905	of (MUNES) on (Page)317.
	same, and hereby releases from the lien of the above
	owing described property located inRacine
	County, Wisconsin: as amended by the F

Mortgage contained in instrument dated May 1, 1989 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on May 2, 1989 in Volume 1960 of Records, page 412, as Document No. 1281934.

Legal Description:

See Attached Exhibit "A"

54 533 SONA

The undersigned ref mortgage.	tains a lien upon the balance	of the premises (not heretofore release	d) described in said
Dated this 3rd	day of	April	, 1995
Frank Vidian, Sr	Vice President	*	
	(SEAL)		
		••••	(SEAL)
		*	
Signature(s)	TICATION	ACKNOWLEDGM STATE OF WISCONSIN  Racine County.	ENT
	of, 19	Personally came before me thi April , 1995	the above named
ITLE: MEMBER STATE		***************************************	
authorized by § 706.06	, Wis. Stats.)	to me known to be the person	who executed the
THIS INSTRUMENT WAS	DRAFTED BY	Grizeline V. Sull	
	chneider	<ul> <li>Angeline V. Sullivan</li> </ul>	
	cated or acknowledged. Both	Notary Public Racine My Commission is permanent. (If no date: 7/26/98	t. state expiration
		min in the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the con	

PARTIAL RELEASE OF MORTGAGE

FORM No. 12 - 1982

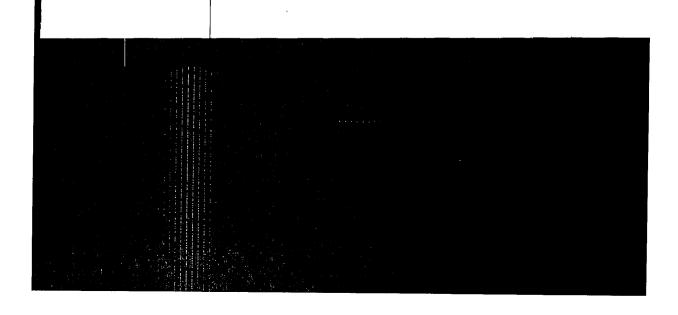
Wisconsin Legal Blank Co. Inc. Milwaukee, Wis.

VOL PAGE 2437 208

#### EXHIBIT "A"

That part of the NW 1/4 of Section 24, T 3 N, R 22 E, in the City of Racine, Racine County, Wisconsin, bounded and described as follows: Commencing at an existing concrete monument marking the West 1/4 corner of said Section; thence North 01°45′40" West 198.51 ft. along the West line of said Section; thence North 81°38′51" East 244.26 ft. to a point; thence North 08°21′05" West 141.22 ft. to the North line of the abandoned Chicago, Minneapolis, St. Paul & Pacific Railroad right of way; thence North 81°38′51" East 500.00 ft. along said North line to an iron pipe set marking the point of beginning of this description; continuing thence North 81°38′51" East 177.20 ft. along said North line to an iron pipe set; thence South 16°59′23" West 217.22 ft. to an iron pipe set and the North line of 21st Street; thence North 73°14′15" West 69.46 ft. along said North line to an iron pipe set and the point of curvature of a curve to the left of Northerly convexity whose radius is 468.16 ft. and whose chord bears North 74°39′49" West 20.30 ft. to a point; thence Northwesterly 23.30 ft. along the arc of said curve and North line of 21st Street to an iron pipe set; thence North 08°21′09" West 157.47 ft. to the aforesaid iron pipe set marking the point of beginning.

Tax Parcel Number: Part of 23905 & Part of 23926



DOC # 1936680

Recorded

OCT. 09.2003 AT 11:15AM

THIS INSTRUMENT WAS PREPARED BY AND UPON RECORDING RETURN TO:

Christine J. Flores

Citicorp Leasing, Inc. 2600 Michelson, Suite 1200

Irvine, CA 92612

Attention: COMPLIANCE OFFICER

MARK LADD RACINE COUNTY REGISTER OF DEEDS

Fee Amount: \$77.00

Re: WMCR/513329

2090 Green Bay Road, Racine, WI 53406

RACINE COUNTY

TAX # 276-00-00-23-926-002

[SPACE ABOVE FOR RECORDER'S USE ONLY]

# LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT and FINANCING STATEMENT

THIS LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT and FINANCING STATEMENT (herein sometimes called "Mortgage") is made as of March 10, 2003 by and between FITZPATRICK ACQUISITIONS, L.L.C., a Michigan limited liability company, the undersigned Mortgagor, whose address is 2229 US Highway 23 South, Alpena, MI 49707 (herein, together with its successors and assigns, the "Mortgagor") and CITICORP LEASING, INC., a Delaware corporation, whose address is 2600 Michelson Drive, Suite 1200, Irvine, CA 92612 (herein, together with its successors and assigns, called the "Mortgagee").

# **RECITALS**

- A. The Mortgagor and WMCR HOLDING COMPANY, L.L.C., a Michigan limited liability company have entered into that certain Amended and Restated Loan Agreement, dated as of March 10, 2003, with Mortgagee (said Agreement, as it may hereafter be amended, modified, supplemented, extended, renewed or replaced from time to time, being the "Agreement"; the terms defined therein and not otherwise defined herein being used herein as therein defined).
- B. Pursuant to the Agreement and subject to the terms and conditions therein set forth, the Mortgagee has agreed to make Advances to Mortgagor to assist Mortgagor in financing certain of its activities in connection with one or more restaurants.
- C. The aggregate principal amount of the Advances outstanding from time to time under the Agreement may not exceed \$30,455,000.00, excluding advances made to protect the lien and security of this Mortgage.
- D. To evidence and secure such indebtedness, Mortgagor has executed and delivered the Agreement, a Note or Notes as more particularly described in Annex 1 attached hereto and made part hereof (collectively, the "Note") and certain other Loan Documents.

- E. It has been agreed that as a condition precedent to the making of the Advances, Mortgagor will further secure such indebtedness by the execution and delivery of this Mortgage.
- F. As used in this Mortgage, the term "Secured Obligations" means and includes all of the following: (i) all performance and payment obligations of the Mortgagor under or in connection with the Agreement, the Note, or any of the other Loan Documents and (ii) all other obligations of the Mortgagor, to the Mortgagee, in each case howsoever created, arising or evidenced, whether direct or indirect, joint or several, absolute or contingent, or now or hereafter existing, or due or to become due, including, without limitation, those obligations arising out of or in connection with the Agreement, the Note, this Mortgage or any of the other Loan Documents, including, without limitation, any and all advances, costs or expenses paid or incurred by the Mortgagee to protect any or all of the Collateral (hereinafter defined) and other collateral under the Loan Documents, to perform any obligation of the Mortgagor hereunder or under any of the other Loan Documents or collect any amount owing to the Mortgagee which is secured hereby or under the other Loan Documents; interest on all of the foregoing; and all costs of enforcement and collection of this Mortgage, the Loan Documents and the Secured Obligations.
- G. For purposes of this Mortgage, the term "Collateral" means and includes all right, title and interest of the Mortgagor in and to all of the following:
  - (i) All of the land described on Exhibit A attached hereto (the "Land"), together with all and singular the tenements, rights, easements, hereditaments, rights of way, privileges, liberties, appendages and appurtenances now or hereafter belonging or in anywise appertaining to the Land (including, without limitation, all rights relating to storm and sanitary sewer, water, gas, electric, railway and telephone services); all development rights, air rights, water, water rights, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying or relating to the Land; all estate, claim, demand, right, title or interest of the Mortgagor in and to any street, road, highway, or alley (vacated or otherwise) adjoining the Land or any part thereof; all strips and gores belonging, adjacent or pertaining to the Land; and any after-acquired title to any of the foregoing (all of the foregoing is herein referred to collectively as the "Real Estate");
  - (ii) All present and future rights, title and interests of the Mortgagor, however acquired, in, to, and under the lease or sublease described on <a href="Exhibit B">Exhibit B</a> hereto (as amended, renewed and extended from time to time together with any new lease of the Real Estate or Improvements entered into by the Mortgagor in replacement, extension or renewal of or substitution for said lease, the "Facility Lease"), all present and future right, title and interest of the Mortgagor, as lessee or otherwise in and to the Real Estate, the Improvements (hereinafter defined), the Goods (hereinafter defined), and any other real or personal property (collectively the "Leased Property") which is subject to the Facility Lease or which is created under or pursuant to the Facility Lease and all present and future amendments, renewals and supplements thereto, including all of Mortgagor's unexpired estate, title, interest and term of years in the Leased Property by virtue of the Facility Lease and any and all credits, deposits, options to renew or extend, options to purchase, rights of first refusal, and any other rights and privileges of the Mortgagor thereunder (all of the foregoing are herein referred to collectively as the "Leasehold Estate");

- (iii) All buildings, structures, replacements, furnishings, fixtures, fittings and other improvements and property of every kind and character now or hereafter located or erected on the Real Estate and owned or purported to be owned by the Mortgagor, together with all building or construction materials, equipment, appliances, machinery, fittings, apparatus, fixtures and other articles of any kind or nature whatsoever now or hereafter found on, affixed to or attached to the Real Estate and owned or purported to be owned by the Mortgagor, including (without limitation) all trees, shrubs and landscaping materials, reels, and all heating, venting, electrical, lighting, power, plumbing, air conditioning, refrigeration and ventilation equipment (all of the foregoing is herein referred to collectively as the "Improvements"):
- (iv) All furniture, furnishings, equipment (including, without limitation, telephone and other communications equipment, office and record keeping equipment, window cleaning, building cleaning, signs, monitoring, garbage, air conditioning, computers, point of sale devices, drive-through equipment and other equipment), inventory and goods and all other tangible property of any kind or character now or hereafter owned or purported to be owned by the Mortgagor and used or useful in connection with the Real Estate, regardless of whether located on the Real Estate or located elsewhere including, without limitation, all rights of the Mortgagor under any lease to equipment, furniture, furnishings, fixtures and other items of personal property at any time during the term of such lease below (all of the foregoing is herein referred to collectively as the "Goods");
- (v) All goodwill, trademarks, trade names, franchise rights, franchise agreements, option rights, purchase contracts, condemnation claims, demands, awards and settlement payments, insurance contracts, insurance payments and proceeds, unearned insurance premiums, warranties, guaranties, utility deposits, books and records and general intangibles of the Mortgagor relating to the Real Estate or the Improvements and all accounts, contract rights, instruments, chattel paper and other rights of the Mortgagor for payment of money to it for property sold or lent by it, for services rendered by it, for money lent by it, or for advances or deposits made by it (including, without limitation, any deposits made by the Mortgagor pursuant to Section 1.19), and any other intangible property of the Mortgagor related to the Real Estate or the Improvements (all of the foregoing is herein referred to collectively as the "Intangibles");
- (vi) All rents, issues, profits, royalties, avails, income and other benefits derived or owned by the Mortgagor directly or indirectly from the Real Estate or the Improvements (all of the foregoing is herein collectively called the "Rents");
- (vii) All rights of the Mortgagor under all subleases, licenses, occupancy agreements, concessions or other arrangements, whether written or oral, whether now existing or entered into at any time hereafter, whereby any Person agrees to pay money to the Mortgagor or any consideration for the use, possession or occupancy of, or any estate in, the Real Estate or the Improvements or any part thereof, and all rents, income, profits, benefits, avails, advantages and claims against guarantors under any thereof (all of the foregoing is herein referred to collectively as the "Leases");

- (viii) All rights of the Mortgagor, if any, to plans and specifications, designs, drawings and other matters prepared in connection with the Real Estate (all of the foregoing is herein called the "Plans");
- (ix) All rights of the Mortgagor, if any, under any contracts executed by the Mortgagor with any provider of goods or services for or in connection with any construction undertaken on, or services performed or to be performed in connection with, the Real Estate or the Improvements, including, without limitation, any architect's contracts, construction contracts and management contracts (all of the foregoing are herein referred to collectively as the "Contracts for Construction");
- (x) All rights of the Mortgagor, if any, as seller or borrower under any agreement, contract, understanding or arrangement pursuant to which the Mortgagor has, with the prior written consent of the Mortgagee, obtained the agreement of any Person to pay or disburse any money for the Mortgagor's sale (or borrowing on the security) of the Collateral or any part thereof (all of the foregoing is herein referred to collectively as the "Contracts for Sale");
- (xi) All rights of the Mortgagor in any permits, approvals, consents and other authorizations in connection with the Real Estate or the Improvements (all of the foregoing are herein referred to collectively as the "Permits");
- (xii) All rights of the Mortgagor and the Mortgagor's bankruptcy trustee to deal with the Facility Lease, which rights may arise as a result of the commencement of a case under the federal bankruptcy laws by or against (i) the Mortgagor or (ii) the lessor ("Lessor") under the Facility Lease, including, without limitation, the right to assume or reject, or compel the assumption or rejection of such Facility Lease pursuant to 11 U.S.C. § 365(a) or any successor law (the "Bankruptcy Code"), the right to seek and obtain extensions of time to assume or reject such Facility Lease, and the right to elect whether to treat such Facility Lease as terminated by the Lessor's rejection of such Facility Lease or to remain in possession of the Collateral and offset damages pursuant to 11 U.S.C. § 365(h)(l) or any successor law; and
- (xiii) All other property or rights of the Mortgagor of any kind or character related to the Real Estate or the Improvements, all substitutions, replacements and additions thereto, whether now existing or hereafter acquired, and all proceeds (including insurance and condemnation proceeds) and products of any of the foregoing (all of the Real Estate and the Improvements, and any other property which is real estate under applicable law, is sometimes referred to collectively herein as the "Premises").
- H. For purposes herein, "Person" means an individual, partnership, corporation (including a business trust), joint stock company, trust, unincorporated association, joint venture or other entity, or a government or any political subdivision or agency thereof.
- I. For purposes herein, "<u>Hazardous Substances</u>" means lubricants, waste oils and any petroleum and petroleum products, byproducts or breakdown products, chemical solvents, alcohols, polychlorinated biphenyls ("<u>PCBs</u>"), radioactive materials, asbestos-containing materials, radon gas and any other chemicals, materials or substances which are or become

designated, classified or regulated as being "toxic" or "hazardous," or words of similar import, under any Environmental Law.

J. For purposes herein, "Environmental Law" means any federal, state or local statute, law, ordinance, rule, regulation, code, principle of common or civil law, order, judgment, decree or judicial or agency interpretation, policy or guidance relating to (i) the control, management, disposal, storage or treatment of Hazardous Substances, (ii) any release of or contamination by Hazardous Substances or (iii) the protection of natural resources, health, safety or the environment.

# **GRANT**

NOW THEREFORE, for and in consideration of the Mortgagee's making any loan, advance or other financial accommodation to or for the benefit of the Mortgagor, including sums advanced under the Agreement, the Note, this Mortgage or the other Loan Documents and in consideration of the various agreements contained herein, in the Agreement, in the Note and in the other Loan Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Mortgagor, and in order to secure the full, timely and proper payment and performance of each and every one of the Secured Obligations.

THE MORTGAGOR HEREBY MORTGAGES, WARRANTS, CONVEYS, TRANSFERS AND ASSIGNS TO THE MORTGAGEE AND ITS SUCCESSORS AND ASSIGNS FOREVER, WITH POWER OF SALE, AND GRANTS TO THE MORTGAGEE AND ITS SUCCESSORS AND ASSIGNS FOREVER A CONTINUING SECURITY INTEREST IN AND TO, ALL OF THE COLLATERAL.

TO HAVE AND TO HOLD the Premises unto the Mortgagee, its successors and assigns, forever, hereby expressly waiving and releasing any and all right, benefit, privilege, advantage or exemption under and by virtue of any and all statutes and laws of the state or other jurisdiction in which the Real Estate is located providing for the exemption of homesteads from sale on execution or otherwise.

The Mortgagor hereby covenants with and warrants to the Mortgagee and with the purchaser at any foreclosure sale: that at the execution and delivery hereof it is well seized of the Premises, and of a valid leasehold estate therein and that it has rights in the other Collateral; that the Collateral is free from all encumbrances whatsoever (and any claim of any other Person thereto) other than the security interest granted to the Mortgagee herein and pursuant to the other Loan Documents and the encumbrances set forth in the title insurance policy insuring the lien of this Mortgage in favor of the Mortgagee (the "Permitted Exceptions"); that the Facility Lease is in full force and effect and has not been modified or terminated; that the Mortgagor is not in default under the Facility Lease; that it has good and lawful right to sell, mortgage and convey the Collateral; and that it and its successors and assigns will forever warrant and defend the Collateral against all claims and demands whatsoever with the exception of those arising by, through or under the Permitted Exceptions.

## **ARTICLE I**

# **COVENANTS AND AGREEMENTS OF THE MORTGAGOR**

Further to secure the payment and performance of the Secured Obligations, the Mortgagor hereby covenants, warrants and agrees with the Mortgagee as follows:

- 1.1. <u>Payment of Secured Obligations</u>. The Mortgagor agrees that it will pay, timely and in the manner required in the appropriate documents or instruments, all the Secured Obligations (including fees and charges). All sums payable by the Mortgagor hereunder shall be paid without demand, counterclaim, offset, deduction or defense. The Mortgagor waives all rights now or hereafter conferred by statute or otherwise to any such demand, counterclaim, offset, deduction or defense.
- 1.2. Payment of Taxes. The Mortgagor will pay or cause to be paid when due all taxes and assessments, general or special, and any and all levies, claims, charges, expenses and liens, ordinary or extraordinary, governmental or non-governmental, statutory or otherwise, due or to become due, that may be levied, assessed, made, imposed or charged on or against the Collateral or any property used in connection therewith, and will pay when due any tax or other charge on the interest or estate in lands created or represented by this Mortgage or by any of the Loan Documents, whether levied against the Mortgagor or the Mortgagee or otherwise, and will submit to the Mortgagee all receipts showing payment of all of such taxes, assessments and charges.
- 1.3. Maintenance and Repair. The Mortgagor will: not abandon the Premises; not do or suffer anything to be done which would depreciate or impair the use, operation or value of the Collateral or the security of this Mortgage; not remove or demolish any of the Improvements; pay promptly for all labor and materials for all construction, repairs and improvements to or on the Premises; not make any changes, additions or alterations to the Premises except as required by any applicable governmental requirement or as otherwise approved in writing by the Mortgagee; maintain, preserve and keep the Goods and the Premises in good, safe and insurable condition and repair and promptly make any needful and proper repairs, replacements, renewals, additions or substitutions required by wear, damage, obsolescence or destruction, all as promptly as possible under the circumstances but in all cases in compliance with any time period provided under applicable requirements of governmental authorities and insurers; not commit, suffer, or permit waste of any part of the Premises; and maintain all grounds and abutting streets and sidewalks in good and neat order and repair.
- 1.4. <u>Sales: Liens</u>. The Mortgagor will not: sell, contract to sell, assign, transfer or convey, or permit to be transferred or conveyed, the Collateral or any part thereof or any interest or estate in any thereof (including any conveyance into a trust or any conveyance of the beneficial interest in any trust that may be holding title to the Premises) or remove any of the Collateral from the Premises; or create, suffer or permit to be created or to exist any mortgage, lien, claim, security interest, charge, encumbrance or other right or claim of any kind whatsoever upon the Collateral or any part thereof, except those of current taxes not then due and payable, and the Permitted Exceptions.
- 1.5. Access by Mortgagee. The Mortgagor will at all times: deliver to the Mortgagee either all of its executed originals (in the case of chattel paper or instruments) or (in all other cases), if requested by Mortgagee, certified copies of all Leases, agreements creating or evidencing Intangibles, Plans, Contracts for Construction, Contracts for Sale, Permits, all amendments and supplements thereto, and any other document which is, or which evidences, governs, or creates,

Collateral; permit access at reasonable times by the Mortgagee to the Mortgagor's books and records; permit the Mortgagee to inspect construction progress reports, tenant registers, sales records, insurance policies and other papers for examination and the making of copies and extracts; prepare such schedules, summaries, reports and progress schedules as the Mortgagee may reasonably request; and permit the Mortgagee and its agents and designees, to inspect the Premises at reasonable times.

- 1.6. Stamp and Other Taxes. If the federal, or any state, county, local, municipal or other, government or any subdivision of any thereof having jurisdiction, shall levy, assess or charge any tax (excepting therefrom any income tax on the Mortgagee's receipt of interest payments on the principal portion of the Advances), assessment or imposition upon this Mortgage, the Note, any of the other Secured Obligations, or any of the other Loan Documents, the interest of the Mortgagee in the Collateral, or any of the foregoing, or upon the Mortgagee by reason of or as holder of any of the foregoing, or shall at any time or times require revenue stamps to be affixed to this Mortgage, the Note, or any of the other Loan Documents, the Mortgagor shall pay all such taxes and stamps to or for the Mortgagee as they become due and payable. If any law or regulation is enacted or adopted permitting, authorizing or requiring any tax, assessment or imposition to be levied, assessed or charged, which law or regulation prohibits the Mortgagor from paying the tax, assessment, stamp, or imposition to or for the Mortgagee, then all sums hereby secured shall become immediately due and payable at the option of the Mortgagee.
- Insurance. The Mortgagor will at all times maintain or cause to be maintained on the Goods, the Premises and on all other Collateral, all insurance required at any time or from time to time by the Mortgagee and in any event all-risk property insurance covering, without limitation, fire, extended coverage, vandalism and malicious mischief, in an amount which is not less than 100% of the replacement cost of the Improvements and Goods without consideration for depreciation, with an inflation guard endorsement, insurance against business interruption and loss of rentals for such occurrences and in such amounts as the Mortgagee may reasonably require, and insurance against flood if required by the Federal Flood Disaster Protection Act of 1973 and regulations issued thereunder, and comprehensive general public liability insurance, protecting the Mortgagor in an amount acceptable to the Mortgagee, and all other insurance commonly or, in the judgment of the Mortgagee, prudently maintained by those whose business, improvement to, and use of real estate is similar to that of the Mortgagor, all in amounts satisfactory to the Mortgagee. and all of such insurance to be maintained in such form and with such companies as shall be approved by the Mortgagee, and to deliver to and keep deposited with the Mortgagee original certificates and certified copies of all policies of such insurance and renewals thereof, with premiums prepaid, and with standard non-contributory mortgagee and loss payable clauses satisfactory to the Mortgagee, and clauses providing for not less than 30 days' prior written notice to the Mortgagee of cancellation or material modification of such policies attached thereto in favor of the Mortgagee and successors and assigns of each. All of the above-mentioned original insurance policies or certified copies of such policies and certificates of such insurance satisfactory to the Mortgagee, together with receipts for the payment of premiums thereon, shall be delivered to and held by the Mortgagee, which delivery shall constitute an assignment to the Mortgagee of all return premiums to be held as additional security hereunder. The liability insurance policies required hereunder shall name the Mortgagee as additional insured and loss payee. All renewal and replacement policies shall be delivered to the Mortgagee at least thirty (30) days before the expiration of the expiring policies. The Mortgagor agrees that, subject to the terms of the Facility Lease, any loss paid to the Mortgagee under any of such policies shall be applied, at the option of

the Mortgagee, toward pre-payment of the Advances or any of the other Secured Obligations, or to the rebuilding or repairing of the damaged or destroyed Improvements or other Collateral, as the Mortgagee in its sole and unreviewable discretion may elect; provided, however, that any proceeds of insurance made available for the rebuilding or repairing of the damaged or destroyed Improvements or other Collateral shall be subject to the Mortgagee's standard construction lending conditions and to such other conditions as the Mortgagee may in its discretion impose; and provided further that no election made by the Mortgagee under this section shall relieve the Mortgagor of the duty to repair and restore in the event that Borrower is in Default under the Loan The Mortgagor hereby empowers the Mortgagee, in its discretion, to settle, compromise and adjust any and all claims or rights under any insurance policy maintained by the Mortgagor relating to the Collateral. In the event of foreclosure of this Mortgage, transfer of title to the Premises by deed in lieu of foreclosure or other transfer of title to the Premises in extinguishment, in whole or in part, of the Secured Obligations, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. Nothing contained in this Mortgage shall create any responsibility or obligation on the Mortgagee to collect any amounts owing on any insurance policy or resulting from any condemnation, to rebuild or replace any damaged or destroyed Improvements or other Collateral or to perform any other act hereunder. The Mortgagee shall not by the fact of approving, disapproving, accepting, preventing, obtaining or failing to obtain any insurance, incur any liability for or with respect to the amount of insurance carried, the form or legal sufficiency of insurance contracts, solvency of insurance companies, or payment or defense of lawsuits, and the Mortgagor hereby expressly assumes full responsibility therefor and all liability, if any, with respect thereto.

- Eminent Domain. In case the Collateral, or any part or interest in any thereof, is taken by condemnation, the Mortgagor shall take all action required by the Mortgagee in order to protect Mortgagor's and Mortgagee's rights with respect to any such taking, including the commencement of, appearance in or prosecution of any appropriate action or proceeding. The Mortgagee is hereby empowered to collect and receive all compensation and awards of any kind whatsoever (referred to collectively herein as "Condemnation Awards") which may be paid for any property taken or for damages to any property not taken (all of which the Mortgagor hereby assigns to the Mortgagee), and, subject to the terms of the Facility Lease, all Condemnation Awards so received shall be forthwith applied by the Mortgagee, as it may elect in its sole and unreviewable discretion, to the prepayment of the Advances or any of the other Secured Obligations, or, at the option of the Mortgagee, may be held by the Mortgagee as additional security for the Secured Obligations, or may be applied to the repair and restoration of any property not so taken or damaged, provided, however, that no election made by the Mortgagee under this section shall relieve the Mortgagor of the duty to repair and restore. The Mortgagor hereby empowers the Mortgagee, in the Mortgagee's absolute discretion to settle, compromise and adjust any and all claims or rights arising under any condemnation or eminent domain proceeding relating to the Collateral or any portion thereof.
- 1.9. Governmental Requirements. The Mortgagor will at all times fully comply in all material respects with, and cause the Collateral and the use and condition thereof fully to comply in all material respects with, all federal, state, county, municipal, local and other governmental statutes, ordinances, requirements, regulations, rules, orders and decrees of any kind whatsoever that apply or relate to the Mortgagor or the Collateral or the use thereof (including, without limitation, those relating to land use and development, construction, access, water rights and use, noise, environmental pollution and hazardous waste and substances, including, without limitation,

Hazardous Substances), and will observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits, privileges, franchises and concessions (including, without limitation, those relating to land use and development, construction, access, water rights and use, noise, environmental pollution and hazardous waste and substances, including, without limitation, Hazardous Substances) which are applicable to the Mortgagor or have been granted for the Collateral or the use thereof. Unless required by applicable law, or unless Mortgagee has otherwise first agreed in writing, the Mortgagor shall not make or allow any changes to be made in the nature of the occupancy or use of the Premises or any portion thereof for which the Premises or such portion was intended at the time this Mortgage was delivered. The Mortgagor shall not initiate or acquiesce in any change in any zoning or other land use classification now or hereafter in effect and affecting the Premises or any part thereof without in each case obtaining the Mortgagee's prior written consent thereto.

- 1.10. <u>No Mechanics' Liens</u>. The Mortgagor will not suffer any construction, mechanic's, laborer's or materialmen's lien to be created or remain outstanding upon the Premises or any part thereof and will bond or otherwise discharge all such liens within 10 days from the date of filing. The Mortgagor agrees to promptly deliver to the Mortgagee a copy of any notices that the Mortgagor receives with respect to any pending or threatened lien or the foreclosure thereof.
- 1.11. Continuing Priority. The Mortgagor will: pay such fees, taxes and charges, execute and record or file (at the Mortgagor's expense) such deeds, conveyances, mortgages and financing statements, obtain such title opinions, title insurance policy endorsements, acknowledgments or consents, notify such obligors or providers of services and materials and do all such other acts and things as the Mortgagee may from time to time request to establish and maintain a valid and perfected first and prior lien on and security interest in the Collateral; maintain its office and principal place of business at all times at the address shown below; and keep all of its books and records relating to the Collateral on the Premises or at such address; and keep all tangible Collateral on the Real Estate except as the Mortgagee may otherwise consent in writing.
- 1.12. <u>Utilities</u>. The Mortgagor will pay or cause to be paid all utility charges incurred in connection with the Collateral promptly when due and maintain all utility services available for use at the Premises.
- 1.13. Contract Maintenance; Other Agreements; Leases. The Mortgagor will, for the benefit of the Mortgagee, fully and promptly keep, observe, perform and satisfy each obligation, condition, covenant, and restriction of the Mortgagor affecting the Premises or imposed on it under any agreement between Mortgagor and a third party relating to the Collateral or the Secured Obligations secured hereby, including, without limitation, the Leases, the Contracts for Sale, Contracts for Construction and the Intangibles (collectively, the "Third Party Agreements"), so that there will be no default thereunder and so that the Persons (other than the Mortgagor) obligated thereon shall be and remain at all times obligated to perform for the benefit of the Mortgagee; and the Mortgagor will not permit to exist any condition, event or fact which could allow or serve as a basis or justification for any such Person to avoid such performance. Without the prior written consent of the Mortgagee, the Mortgagor shall not (i) make or permit any termination or amendment of the rights of the Mortgagor under any Third Party Agreement; (ii) collect rents or the proceeds of any Leases or Intangibles more than 30 days before the same shall be due and payable; (iii) modify or amend any Leases, or, except where the lessee is in default, cancel or terminate the same or accept a surrender of the leased premises; (iv) consent to the assignment or subletting of

the whole or any portion of any lessee's interest under any Leases; or (v) in any other manner impair Mortgagee's rights and interest with respect to the Rents. The Mortgagor shall promptly deliver to the Mortgagee copies of any demands or notices of default received by the Mortgagor in connection with any Third Party Agreement and allow the Mortgagee the right, but not the obligation, to cure any such default. All security or other deposits, if any, received from tenants under the Leases shall be segregated and maintained in an account satisfactory to the Mortgagee and in compliance with the law of the state where the Premises are located and with an institution satisfactory to the Mortgagee.

- 1.14. Environmental Matters. Mortgagor will investigate, clean up, remove or remediate any spill or release of Hazardous Substances at the Premises in accordance with the requirements of all Environmental Laws and will otherwise use, handle, store and dispose of all Hazardous Substances in accordance with the requirements of all Environmental Laws.
- 1.15. No Assignments: Future Leases. The Mortgagor will not cause or permit any Rents, Leases, Contracts for Sale, or other contracts relating to the Premises to be assigned, transferred, conveyed, pledged or disposed of to any party other than the Mortgagee without first obtaining the express written consent of the Mortgagee to any such assignment or permit any such assignment to occur by operation of law. In addition, the Mortgagor shall not cause or permit all or any portion of or interest in the Premises or the Improvements to be leased (that word having the same meaning for purposes hereof as it does in the law of landlord and tenant) directly or indirectly to any Person, except Leases of storage space in the ordinary course of Mortgagor's business under Leases the form of which has been approved in writing by the Mortgagee which Leases are for a term not exceeding one year and are for a rental rate of at least equal to the then current market rate for similar space.

### 1.16. Assignment of Leases and Rents and Collections.

All of the Mortgagor's interest in and rights under the Leases now existing or hereafter entered into, and all of the Rents, whether now due, past due, or to become due, and including all prepaid rents and security deposits, and all other amounts due with respect to any of the other Collateral, are hereby absolutely, presently and unconditionally assigned and conveyed to the Mortgagee to be applied by the Mortgagee in payment of all sums due under the Note, the other Secured Obligations and all other sums payable under this Mortgage. Prior to the occurrence of any Default, the Mortgagor shall have a license to collect and receive all Rents and other amounts, which license shall be terminated at the sole option of the Mortgagee, without regard to the adequacy of its security hereunder and without notice to or demand upon the Mortgagor, upon the occurrence of any Default. It is understood and agreed that neither the foregoing assignment to the Mortgagee nor the exercise by the Mortgagee of any of its rights or remedies under Article III hereof shall be deemed to make the Mortgagee a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Collateral or the use, occupancy, enjoyment or any portion thereof, unless and until the Mortgagee, in person or by agent, assumes actual possession thereof. Nor shall appointment of a receiver for the Collateral by any court at the request of the Mortgagee or by agreement with the Mortgagor, or the entering into possession of any part of the Collateral by such receiver, be deemed to make the Mortgagee a mortgagee-in-possession or otherwise responsible or liable in any manner with respect to the Collateral or the use, occupancy, enjoyment or operation of all or any portion thereof.

Upon the occurrence of any Default, this shall constitute a direction to and full authority to each lessee under any Leases, each guarantor of any of the Leases and any other Person obligated under any of the Collateral to pay all Rents and other amounts to the Mortgagee without proof of the Default relied upon. The Mortgagor hereby irrevocably authorizes each such Person to rely upon and comply with any notice or demand by the Mortgagee for the payment to the Mortgagee of any Rents and other amounts due or to become due.

- (b) The Mortgagor shall apply the Rents and other amounts to the payment of all necessary and reasonable operating costs and expenses of the Collateral, debt service on the Secured Obligations and otherwise in compliance with the provisions of the Loan Documents.
- (c) The Mortgagee shall have the right to assign the Mortgagee's right, title and interest in any Leases to any subsequent holder of this Mortgage or any participating interest therein or to any Person acquiring title to all or any part of the Collateral through foreclosure or otherwise. Any subsequent assignee shall have all the rights and powers herein provided to the Mortgagee. Upon the occurrence of any Default, the Mortgagee shall have the right to execute new leases of any part of the Collateral, including leases that extend beyond the term of this Mortgage. The Mortgagee shall have the authority, as the Mortgagor's attorney-in-fact, such authority being coupled with an interest and irrevocable, to sign the name of the Mortgagor and to bind the Mortgagor on all papers and documents relating to the operation, leasing and maintenance of the Collateral.
- The Mortgagee's Performance. If the Mortgagor fails to pay or perform any of its obligations herein contained (including payment of expenses of foreclosure and court costs), the Mortgagee may (but need not), as agent or attorney-in-fact of the Mortgagor, make any payment or perform (or cause to be performed) any obligation of the Mortgagor hereunder, in any form and manner deemed expedient by the Mortgagee, and any amount so paid or expended (plus reasonable compensation to the Mortgagee for its out-of-pocket and other expenses for each matter for which it acts under this Mortgage), with interest thereon at the rate of two percent (2%) above the interest rate provided for in Section 3 of the Agreement (the "Default Rate"), shall be added to the principal debt hereby secured and shall be repaid to the Mortgagee upon demand. By way of illustration and not in limitation of the foregoing, the Mortgagee may (but need not) do all or any of the following: make payments of principal or interest or other amounts on any lien, encumbrance or charge on any of the Collateral; complete construction; make repairs; collect rents; prosecute collection of the Collateral or proceeds thereof; obtain insurance and pay premiums therefor; purchase, discharge, compromise or settle any tax lien or any other lien, encumbrance, suit, proceeding, title or claim thereof; contest any tax or assessment; and redeem from any tax sale or forfeiture affecting the Premises. In making any payment or securing any performance relating to any obligation of the Mortgagor hereunder, the Mortgagee shall be the sole judge of the legality, validity and amount of any lien or encumbrance and of all other matters necessary to be determined in satisfaction thereof. No such action of the Mortgagee shall ever be considered as a waiver of any right accruing to it on account of the occurrence of any matter which constitutes a Default or an Event of Default.
- 1.18. <u>Subrogation</u>. To the extent that the Mortgagee, on or after the date hereof, pays any sum under any provision of law or any instrument or document creating any lien or other interest prior or superior to the lien of this Mortgage, or the Mortgagor or any other Person pays any such sum with the proceeds of the loan secured hereby, the Mortgagee shall have and be entitled to a lien

or other interest on the Collateral equal in priority to the lien or other interest discharged and the Mortgagee shall be subrogated to, and receive and enjoy all rights and liens possessed, held or enjoyed by, the holder of such lien, which shall remain in existence and benefit the Mortgagee in securing the Secured Obligations.

1.19. Reserve for Taxes, Assessments and Insurance. In the event of Default and upon request by the Mortgagee, the Mortgagor covenants and agrees to pay to the Mortgagee (or the Mortgagee's agent) monthly until the Advances and all of the other Secured Obligations have been paid in full, a sum equal to real estate taxes and assessments and insurance premiums next due upon the Premises (all as reasonably estimated by the Mortgagee or its agent) divided by the number of months to elapse before one month prior to the date when such taxes, and assessments and insurance premiums will become due and payable, such sums to be held by the Mortgagee without interest accruing thereon (except to the extent, if any, required by applicable law), to pay each of the said items.

All payments described above in this Section shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee (or its agent) to the foregoing items in such order as the Mortgagee shall elect in its sole but reasonable discretion. The Mortgagor shall also pay to the Mortgagee, at least 30 days prior to the due date of any taxes, and assessments levied on, against or with respect to the Premises, or any insurance premium due with respect to the Premises, such additional amount as may be necessary to provide the Mortgagee (or its agent) with sufficient funds to pay any such tax, assessment, and insurance premiums under this <u>Section 1.19</u> at least 30 days in advance of the due date thereof.

The Mortgagee (or its agent) shall, within 20 days of receipt from the Mortgagor of a written request therefor together with such supporting documentation as the Mortgagee (or its agent) may reasonably require (including, without limitation, official tax bills or, as applicable, statements for insurance premiums), cause proper amounts to be withdrawn from such account and paid directly to the appropriate tax collecting authority or insurer. Even though the Mortgagor may have made all appropriate payments to the Mortgagee (or its agent) as required by this Mortgage, the Mortgagor shall nevertheless have full and sole responsibility at all times to cause all taxes, assessments and insurance premiums to be fully and timely paid, and the Mortgagee (or its agent) shall have no responsibility or obligation of any kind with respect thereto except with respect to payments required to be made by the Mortgagor hereunder for which the Mortgagee (or its agent) has received funds to cover such payments in full and all statements, invoices, reports or other materials necessary to make such payments, all not less than 30 days prior to the deadline for any such payment. If at any time the funds so held by the Mortgagee (or its agent) shall be insufficient to cover the full amount of all taxes, assessments and insurance premiums then accrued (as estimated by the Mortgagee or its agent) with respect to the then-current twelve-month period, the Mortgagor shall, within ten days after receipt of notice thereof from the Mortgagee (or its agent) deposit with the Mortgagee (or its agent) such additional funds as may be necessary to remove the deficiency. If the Premises are sold under foreclosure or are otherwise acquired by the Mortgagee, accumulations under this Section 1.19 may be applied to the Secured Obligations in such order of application as the Mortgagee may elect in its sole discretion.

#### 1.20. Covenants Regarding Facility Lease.

- (a) The Facility Lease is a valid and subsisting lease, is in full force and effect in accordance with the terms thereof and has not been modified except as herein set forth. All of the rents and other charges payable under the Facility Lease prior to the execution hereof have been paid, all of the terms, conditions and agreements contained in the Facility Lease have been performed and no default exists under the Facility Lease. This Mortgage is lawfully executed and delivered in conformity with the Facility Lease and is, and will be kept, a valid lien on the interests of the Mortgagor therein.
- (b) The Mortgagor will promptly pay, or cause to be paid, all rents, charges and other sums or amounts required to be paid by the Mortgagor under the terms of the Facility Lease, will further timely and fully keep and perform all of the covenants, terms, conditions and provisions of the Facility Lease required to be performed and complied with by the tenant thereunder, and will not do or suffer to be done anything the doing of which, or refrain from doing anything the omission of which, will impair the security of this Mortgage.
- (c) The Mortgagor also covenants that it will not modify, extend, supplement. or in any way alter the terms of the Facility Lease or cancel or surrender the Facility Lease. or waive, excuse, condone or in any way release or discharge the Lessor thereunder of or from any obligations, covenants, conditions and agreements by said Lessor to be done and performed, without the Mortgagee's prior written consent. The Mortgagor does by these presents expressly release, relinquish and surrender unto the Mortgagee all its right, power and authority to cancel, surrender, amend, modify, supplement or alter in any way the terms and provisions of the Facility Lease and any attempt on the part of the Mortgagor to exercise any such right without the prior written consent of the Mortgagee thereto shall constitute a default under the terms hereof. The Mortgagor also covenants that it will promptly notify the Mortgagee of any breach by the Lessor under the Facility Lease and of any inability of such Lessor to perform its obligations under the Facility Lease and will enforce the obligations of the Lessor under the Facility Lease, to the end that Mortgagor may enjoy all of the rights granted to it as lessee under the Facility Lease. The Mortgagor assigns to the Mortgagee the proceeds of any claim the Mortgagor may have against such Lessor for such breach or inability. The Mortgagee shall have the sole right to choose either (i) to proceed against such Lessor as if the Mortgagee were the named lessee thereunder, in the Mortgagor's name or in the Mortgagee's name as agent for the Mortgagor, and the Mortgagor agrees to cooperate with the Mortgagee in such action and to execute all documents required by the Mortgagee in furtherance of such action, or (ii) to have the Mortgagor proceed on its and the Mortgagee's behalf, in which event the Mortgagee may participate in such proceedings, and the Mortgagor will deliver to the Mortgagee all documents required by the Mortgagee for such participation. The Mortgagor shall, at its expense, diligently prosecute such proceedings, shall deliver to the Mortgagee copies of all papers served in connection therewith and shall consult and cooperate with the Mortgagee and its attorneys and agents, provided that no settlement of such proceedings may be made by the Mortgagor without the Mortgagee's prior written consent.
- (d) The Mortgagor shall give the Mortgagee immediate notice of any material default by the Mortgagor under the Facility Lease or of the receipt by it of any notice of default from the Lessor thereunder or notice of termination of the Facility Lease pursuant to the provisions thereof and shall furnish to the Mortgagee immediately any and all

information which the Mortgagee may reasonably request concerning the performance by the Mortgagor of the covenants of the Facility Lease or of this Mortgage. The Mortgagor shall permit forthwith the Mortgagee or its representatives at all reasonable times to make investigation or examination concerning the performance by the Mortgagor of the covenants of the Facility Lease or of this Mortgage. The Mortgagor further covenants and agrees that it will promptly deposit with the Mortgagee a copy of the Facility Lease, certified as true, correct and complete by a duly elected and authorized officer of Mortgagor, and any and all documentary evidence received by it showing compliance by the Mortgagor with the provisions of the Facility Lease and will also deposit with the Mortgagee an exact copy of any notice, communication, plan, specification or other instrument or document received or given by it in any way relating to or affecting the Facility Lease which may concern or affect the estate of the Lessor or the lessee in or under the Facility Lease or in the real estate thereby demised.

- 1.21. <u>Bankruptcy Rights and Remedies</u>. The lien of this Mortgage attaches to all of Mortgagor's rights and remedies at any time arising under or pursuant to Section 365 of the Bankruptcy Code, including, without limitation, all of Mortgagor's rights to remain in possession of the Collateral, and the following rights:
  - (a) If the Facility Lease is rejected or disaffirmed by the Lessor of the Facility Lease pursuant to Section 365(a) of the Bankruptcy Code, the Mortgagor covenants that it will not elect to treat the Facility Lease as terminated under Section 365(h) of the Bankruptcy Code, and hereby assigns to the Mortgagee the sole and exclusive right to make or refrain from making such election.
  - (b) If the Lessor under the Facility Lease rejects or disaffirms such Lease pursuant to the Bankruptcy Code and the Mortgagee elects to have the Mortgagor remain in possession under any legal right Mortgagor may have to occupy the premises leased pursuant to the Facility Lease, then (i) Mortgagor shall remain in such possession and shall perform all acts necessary for Mortgagor to retain its right to remain in such possession for the unexpired term of the Facility Lease (including all renewals thereof), whether such acts are required under the then existing terms and provisions of the Facility Lease or otherwise and (ii) all of the terms and provisions of this Mortgage and the lien created thereby shall remain in full force and effect and shall be extended automatically to such possession, occupancy and interest of the Mortgagor.
  - (c) If, pursuant to Subsection 365(h)(1)(B) of the Bankruptcy Code, the Mortgagor seeks to offset against the rent reserved in the Facility Lease the amount of any damages caused by the non-performance by Lessor of any of the obligations of Lessor under the Facility Lease after the rejection by the Lessor of the Facility Lease under the Bankruptcy Code, the Mortgagor shall, prior to effecting such offset, notify the Mortgagee of its intent so to do, setting forth the amount proposed to be so offset, and in the event of an objection thereto by the Mortgagee, the Mortgagor shall not effect any offset of the amount so objected to by the Mortgagee. If the Mortgagee has failed to object as aforesaid within twenty (20) days after notice from the Mortgagor in accordance with the first sentence of this paragraph, the Mortgagor may proceed to effect such offset in the amounts set forth in the Mortgagor's notice. Neither the failure to object as aforesaid nor any objection or other communication between the Mortgagee and the Mortgagor relating to such offset shall

constitute an approval of any such offset by the Mortgagee. The Mortgagor shall indemnify and save the Mortgagee harmless from and against any and all claims, demands, actions, suits, proceedings, damages, losses, costs and expenses of every nature whatsoever (including, without limitation, attorneys' fees) arising from or relating to any offset by the Mortgagor against the rent reserved in the Facility Lease.

- (d) The Mortgagor hereby unconditionally assigns, transfers and sets over to the Mortgagee all of the Mortgagor's claims and rights to the payment of damages arising from any rejection by Lessor of the Facility Lease under the Bankruptcy Code. The Mortgagee shall have the right to proceed in its own name or in the name of the Mortgagor in respect of any claim, suit, action or proceeding relating to the rejection of the Facility Lease, including, without limitation, the right to file and prosecute, to the exclusion of the Mortgagor, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of Lessor under the Bankruptcy Code. This assignment constitutes a present, irrevocable and unconditional assignment of the foregoing claims, rights and remedies, and shall continue in effect until all of the Secured Obligations shall have been satisfied and discharged in full. Any amounts received by the Mortgagee as damages arising out of the rejection of the Facility Lease as aforesaid shall be applied first to all costs and expenses of the Mortgagee (including, without limitation, attorneys' fees) incurred in connection with the exercise of any of its rights or remedies under this paragraph.
- (e) If any action, proceeding, motion or notice shall be commenced or filed in respect of the Facility Lease or the Collateral in connection with any case under the Bankruptcy Code the subject of which is Lessor, the Mortgagee shall have the option, to the exclusion of the Mortgagor, to conduct and control any such litigation with counsel of the Mortgagee's choice. The Mortgagee may proceed with any such litigation and the Mortgagor agrees to execute any and all powers, authorizations, consents or other documents required by the Mortgagee in connection therewith. The Mortgagor shall, upon demand, pay to the Mortgagee all costs and expenses (including attorneys' fees) paid or incurred by the Mortgagee in connection with the prosecution or conduct of any such proceedings. Any such costs or expenses not paid by the Mortgagor as aforesaid shall be secured by the lien of this Mortgage and shall be added to the principal amount of the Secured Obligations. The Mortgagor shall not commence any action, suit, proceeding or case, or file any application or make any motion, in respect of the Facility Lease in any such case under the Bankruptcy Code without the prior written consent of the Mortgagee.
- (f) The Mortgagor shall promptly, after obtaining knowledge thereof, notify the Mortgagee orally of any filing by or against Lessor or the Mortgagor of a petition under the Bankruptcy Code. The Mortgagor shall thereafter forthwith give written notice of such filing to the Mortgagee, setting forth any information available to the Mortgagor as to the date of such filing, the court in which such petition was filed and the relief sought therein. The Mortgagor shall promptly deliver to the Mortgagee, following receipt, any and all notices, summons, pleadings, applications and other documents received by the Mortgagor in connection with any such petition and any proceedings relating thereto.
- (g) If there shall be filed by or against the Mortgagor a petition under the Bankruptcy Code, and the Mortgagor, as lessee under the Facility Lease, shall determine to

reject the Facility Lease pursuant to Section 365(a) of the Bankruptcy Code, the Mortgagor shall give the Mortgagee not less than twenty (20) days' prior notice of the date on which the Mortgagor shall apply to the bankruptcy court for authority to reject the Facility Lease. In the alternative, should the Mortgagor determine not to assume the Facility Lease pursuant to Section 365(a) of the Bankruptcy Code, the Mortgagor shall give the Mortgagee written notice thereof not less than twenty (20) days before the Facility Lease will be deemed rejected under Section 365(d)(4) of the Bankruptcy Code. The Mortgagee shall have the right, but not the obligation, to serve upon the Mortgagor within such twenty (20) day period a notice stating that (i) the Mortgagee demands that the Mortgagor assume and assign the Facility Lease to the Mortgagee pursuant to Section 365 of the Bankruptcy Code and (ii) the Mortgagee covenants to cure or provide adequate assurance of prompt cure of all defaults and provide adequate assurance of future performance under the Facility Lease. If the Mortgagee serves upon the Mortgagor the notice described in the preceding sentence, the Mortgagor shall not seek to reject the Facility Lease and shall assume and assign the Facility Lease to the Mortgagee prior to the date it would be deemed rejected pursuant to Section 365(d)(4) of the Bankruptcy Code, subject to the performance by the Mortgagee of the covenant set forth in clause (ii) of the preceding sentence.

- (h) Effective upon the entry of an order for relief in respect of the Mortgagor under Chapter 7 of the Bankruptcy Code, the Mortgagor hereby assigns and transfers to the Mortgagee a non-exclusive right to apply to the bankruptcy court under Subsection 365(d)(1) of the Bankruptcy Code for an order extending the period during which the Facility Lease may be rejected or assumed.
- (i) All references to particular sections or subsections of the Bankruptcy Code shall be deemed to include any and all successor or replacement sections or subsections thereto.
- 1.22. Mortgagee's Lease. Notwithstanding the foregoing provisions of the foregoing paragraphs regarding termination of the Facility Lease, upon a termination or rejection of the Facility Lease, the Mortgagor acknowledges that the Mortgagee may enter into (1) an instrument recognizing, confirming and giving legal effect to the continued existence of the Facility Lease in favor of the Mortgagee or its designee, or (2) a new lease in favor of the Mortgagee or its designee (in either event the "Mortgagee's Lease") for the Collateral pursuant to the terms of the Facility Lease, or the provisions of a separate agreement between the Mortgagee and Lessor, under the following terms and conditions:
  - (a) The Mortgagee's Lease shall be encumbered by the lien and security interest of this Mortgage which shall constitute the first and senior lien on the Mortgagee's Lease.
  - (b) The Mortgagee's execution of the Mortgagee's Lease shall not be deemed to be in satisfaction in whole or in part of the Secured Obligations and all of the other terms, covenants and conditions contained in this Mortgage shall remain as a lien on the Collateral.
  - (c) The Mortgagor hereby releases, remises, and quitclaims to the Mortgagee any interest Mortgagor may have in the Mortgagee's Lease and further agrees and acknowledges that the Mortgagee may assign the Mortgagee's Lease without notice, consent or joinder of the Mortgagor. The Mortgagor further waives any right the Mortgagor

may have to challenge the adequacy of any consideration received therefore provided that in the event of an assignment of the Mortgagee's Lease, the proceeds thereof, if any, less costs and fees, including, but not limited to, customary closing costs and reasonable attorneys' fees, shall be applied to reduce the Secured Obligations.

- (d) The Mortgagee or its designee shall pay or cause to be paid to the Lessor at the time of the execution and delivery of such Mortgagee's Lease, any and all sums which are at the time of execution and delivery of the Mortgagee's Lease due under the Facility Lease and in addition, all reasonable expenses, including reasonable attorneys' fees which the Lessor shall have incurred by reason of the actual or deemed rejection of the Facility Lease and the execution and delivery of the Mortgagee's Lease. Such payments by the Mortgagee to the Lessor shall be deemed to have been made for the protection of the Mortgage and shall constitute part of the Secured Obligations.
- 1.23 <u>Periodic Appraisals</u>. If at any time the Mortgagee shall determine in good faith that as a result of:
  - (a) any law, regulation or guideline or any change or interpretation thereof;
  - (b) any central bank or other fiscal, monetary or other governmental authority having jurisdiction over the Mortgagee or the activities of the Mortgagee requesting, directing or imposing a condition upon the Mortgagee (whether or not such request, direction or condition shall have the force of law); or
  - (c) the occurrence of an "Event of Default" or "Default" under the terms and provisions of the Agreement, any of the Loan Documents or any of the documents evidencing other Secured Obligations, or the occurrence of any default under any such documents which do not define "Event of Default" or "Default";

the Mortgagee may require that the Mortgagor provide at the Mortgagor's sole cost and expense, within forty-five (45) days after the Mortgagee's request (but not more than once during each calendar year), an appraisal for the Collateral indicating the present appraised fair market value of the Collateral.

In addition, if, for reasons not stated in paragraphs (a), (b) and (c) of this Section 1.23, Mortgagee, determines in good faith and in it's sole discretion deems it appropriate, Mortgagee, at it's sole cost and expense, may require that the Mortgagor provide, within forty-five (45) days after the Mortgagee's request, an appraisal for the Collateral indicating the present appraised fair market value of the Collateral.

1.24. <u>Indemnity Clause</u>. Without limiting any other rights hereunder or under applicable law, the Mortgagor does and shall indemnify the Mortgagee and hold the Mortgagee harmless from and against any and all claims, losses, damages (including natural resources damages), liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith, including without limitation all reasonable attorneys' fees and expenses, arising directly or indirectly in whole or in part, out of any spill or attributable to the presence, use, generation, disposal, discharge, storage, release or threatened release of Hazardous Substances on,

from, under or affecting the Premises, or transported to or from the Premises, whether prior to or during the term of the indebtedness secured hereby, and whether by the Mortgagor or any predecessor in title or any employees, agents, contractors, or subcontractors of the Mortgagor or any predecessors in title, or any third persons at any time occupying or present on the Premises.

- 1.25. Reasonable Attorneys' Fees. Each borrower, endorser and guarantor jointly and severally agree to pay all costs, reasonable attorneys' fees, paralegal fees, and expenses incurred in the event it becomes necessary for the Mortgagee to protect its security and/or in the event of collection, whether suit be brought or not, and if suit is brought said parties agree to pay the Mortgagee's costs and reasonable attorneys' fees, paralegal fees and expenses incurred therein including costs and reasonable attorneys' fees, paralegal fees and expenses incurred upon appeal, if any.
- 1.26. <u>Title Warranty</u>. The Mortgagor covenants with the Mortgagoe that the Mortgagor warrants the title to the premises.

### **ARTICLE II**

### **DEFAULT**

2.1. The occurrence of an "Event of Default" or "Default" under the terms and provisions of the Agreement, any of the Loan Documents or any of the documents evidencing other Secured Obligations, or the occurrence of any default under any such documents which do not define "Event of Default" or "Default", shall constitute an Event of Default or Default, respectively, under this Mortgage.

The Mortgagor shall be in default upon the occurrence of any one or more of any of the following events (each an "Event of Default"; a "Default" is any Event of Default or any event, which with the lapse of time or the giving of notice or both would be an Event of Default):

- (a) The Mortgagor shall fail to pay, when due, any amount required hereunder or under the Note, the Agreement or any Loan Document, and such failure shall continue for five (5) business days after notice of such failure by the Mortgagoe; or the Mortgagor shall fail to pay, when due (but subject to any applicable grace period) any other indebtedness of Mortgagor to Mortgagee or any third parties; or
- (b) Any warranty or representation made by the Mortgagor or any guarantor of the Secured Obligations shall prove to be false or misleading in any respect at the time made or deemed made; or
- (c) The Mortgagor or any guarantor of the Secured Obligations shall liquidate, merge, dissolve, terminate its existence, suspend business operations for any reason, generally wind up or readjust its debt, have a receiver or similar official appointed for all or any part of its property, make an assignment for the benefit of its creditors, admit in writing its inability to pay its debts when due, generally fail to pay its obligations when due, or have any bankruptcy or insolvency proceeding with respect to it or a substantial part of its property instituted by or against it, or take any action to authorize any of the foregoing; or

- (d) The Mortgagor or any guarantor of the Secured Obligations fails to perform any covenants or obligations under any Loan Document or any other agreement intended to secure the repayment of the Secured Obligations and such failure shall continue for ten (10) days after notice from the Mortgagee of such failure; or
- (e) Any provision of any Loan Document shall for any reason cease to be valid and binding on any party thereto and such invalidity continues for ten days, or any guarantor revokes or seeks to revoke its guaranty or the Agreement and the other Loan Documents shall cease or fail to create a valid perfected first priority security interest in the Collateral; or
- (f) The Mortgagor shall fail to perform its obligations under any lease or other material contract relating to the Premises and such failure shall continue for ten(10) days after notice from Mortgagee.

### ARTICLE III

### REMEDIES

- 3.1. <u>Acceleration</u>. Upon the occurrence of any Event of Default under Section 2.1(c), the entire indebtedness evidenced by the Note and all other Secured Obligations together with interest at the Default Rate shall become immediately due and payable. Upon the occurrence of any other Event of Default, the entire indebtedness evidenced by the Note and all other Secured Obligations together with interest thereon at the Default Rate shall, subject to the terms of the Agreement and Note, at the option of the Mortgagee, without demand or notice of any kind to the Mortgagor or any other person, become immediately due and payable.
- 3.2. Remedies Cumulative. No remedy or right of the Mortgagee hereunder or under the Agreement, the Note or any of the other Loan Documents, or otherwise, or available under applicable law or in equity, shall be exclusive of any other right or remedy, but each such remedy or right shall be in addition to every other remedy or right now or hereafter existing under any such document or under applicable law or in equity. No delay in the exercise of, or omission to exercise, any remedy or right accruing on any Event of Default shall impair any such remedy or right or be construed to be a waiver of any such Event of Default or an acquiescence therein, nor shall it affect any subsequent Event of Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by the Mortgagee. All obligations of the Mortgagor, and all rights, powers and remedies of the Mortgagee, expressed herein shall be in addition to, and not in limitation of, those provided by law or in equity or in the Agreement, the Note or any other Loan Documents or any other written agreement or instrument relating to any of the Secured Obligations or any security therefor.
- 3.3. Foreclosure; Receiver. Upon the occurrence of any Event of Default, the Mortgagee shall also have the right immediately to foreclose this Mortgage or otherwise enforce the lien of this Mortgage. Upon the filing of any complaint for that purpose, the court in which such complaint is filed may, upon application of the Mortgagee or at any time thereafter, either before or after foreclosure sale, and without notice to the Mortgagor or to any party claiming under the Mortgagor and without regard to the solvency or insolvency at the time of such application of any Person then liable for the payment of any of the Secured Obligations, without regard to the then value of the

Premises or whether the same shall then be occupied, in whole or in part, as a homestead, by the owner of the equity of redemption, and without regarding any bond from the complainant in such proceedings, appoint a receiver for the benefit of the Mortgagee, with power to take possession, charge, and control of the Premises, to lease the same, to keep the buildings thereon insured and in good repair, and to collect all Rents during the pendency of such foreclosure suit, and, in case of foreclosure sale and a deficiency, during any period of redemption.

The court may, from time to time, authorize said receiver to apply the net amounts remaining in its hands, after deducting reasonable compensation for the receiver and its counsel as allowed by the court, in payment (in whole or in part) of any or all of the Secured Obligations. including without limitation the following, in such order of application as the Mortgagee may elect: (i) amounts due under the Note, (ii) amounts due upon any decree entered in any suit foreclosing this Mortgage, (iii) costs and expenses of foreclosure and litigation upon the Premises, (iv) insurance premiums, repairs, taxes, special assessments, water charges and interest, penalties and costs, in connection with the Premises, (v) any other lien or charge upon the Premises that may be or become superior to the lien of this Mortgage, or of any decree foreclosing the same and (vi) all moneys advanced by the Mortgagee to cure or attempt to cure any Default by the Mortgagor in the performance of any obligation or condition contained in any Loan Documents or this Mortgage or otherwise, to protect the security hereof provided herein, or in any Loan Documents, with interest on such advances at the Default Rate. The surplus of the proceeds of sale, if any, shall then be paid to the Mortgagor, upon reasonable request. This Mortgage may be foreclosed once against all, or successively against any portion or portions, of the Premises, as the Mortgagee may elect, until al of the Premises have been foreclosed against and sold. As part of the foreclosure, the Mortgagee in its discretion may, with or without entry, personally or by attorney, sell to the highest bidder all or any part of the Premises, and all right, title, interest, claim and demand therein, and the right of redemption thereof, as an entirety, or in separate lots, as the Mortgagee may elect, and in one sale or in any number of separate sales held at one time or at any number of times, all in any manner and upon such notice as provided by applicable law. Upon the completion of any such sale or sales, the Mortgagee shall transfer and deliver, or cause to be transferred and delivered, to the purchaser or purchasers the property so sold, in the manner and form as provided by applicable law, and the Mortgagee is hereby irrevocably appointed the true and lawful attorney-in-fact of the Mortgagor. in its name and stead, to make all necessary transfers of property thus sold, and for that purpose the Mortgagee may execute and deliver, for and in the name of the Mortgagor, all necessary instruments of assignment and transfer, the Mortgagor hereby ratifying and confirming all that said attorney-in- fact shall lawfully do by virtue hereof. In the case of any sale of the Premises pursuant to any judgment or decree of any court at public auction or otherwise, the Mortgagee may become the purchaser, and for the purpose of making settlement for or payment of the purchase price, shall be entitled to deliver over and use the Note and any claims for the debt in order that there may be credited as paid on the purchase price the amount of the debt. In case of any foreclosure of this Mortgage (or the commencement of or preparation therefor) in any court, all expenses of every kind paid or incurred by the Mortgagee for the enforcement, protection or collection of this security, including court costs, reasonable attorneys' fees, stenographers' fees, costs of advertising, appraisals and environmental investigations, including the costs of the preparation of phase I and phase II surveys of the Premises, and costs of title insurance and any other documentary evidence of title, shall be paid by the Mortgagor.

3.4. <u>Possession of the Premises; Remedies for Leases and Rents.</u> The Mortgagor hereby waives all right to the possession, income, and rents of the Premises from and after the occurrence

of any Event of Default, and the Mortgagee is hereby expressly authorized and empowered, at and following any such occurrence, to enter into and upon and take possession of the Premises or any part thereof. If any Event of Default shall occur, then, whether before or after institution of legal proceedings to foreclose the lien of this Mortgage or before or after the sale thereunder, the Mortgagee shall be entitled, in its sole discretion, to do all or any of the following: (i) enter and take actual possession of the Premises, the Rents, the Leases and other Collateral relating thereto or any part thereof personally, or by its agents or attorneys, and exclude the Mortgagor therefrom; (ii) with or without process of law, enter upon and take and maintain possession of all of the documents, books, records, papers and accounts of the Mortgagor relating thereto; (iii) as attorneyin-fact or agent of the Mortgagor, or in its own name as mortgagee and under the powers herein granted, hold, operate, manage and control the Premises, the Rents, the Leases and other Collateral relating thereto and conduct the business, if any, thereof either personally or by its agents, contractors or nominees, with full power to use such measures, legal or equitable, as in its sole discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of the Rents, the Leases and other Collateral relating thereto (including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent); (iv) cancel or terminate any Lease or sublease for any cause or on any ground which would entitle the Mortgagor to cancel the same; (v) elect to disaffirm any Lease or sublease made subsequent hereto or subordinated to the lien hereof; (vi) make all necessary or proper repairs, decorations, renewals, replacements, alterations, additions, betterments and improvements to the Premises that, in its discretion, may seem appropriate; (vii) insure and reinsure the Collateral for all risks incidental to the Mortgagee's possession, operation and management thereof; and (viii) receive all such Rents and proceeds, and perform such other acts in connection with the management and operation of the Collateral, as the Mortgagee in its discretion may deem proper, the Mortgagor hereby granting the Mortgagee full power and authority to exercise each and every one of the rights, privileges and powers contained herein at any and all times after any Event of Default without notice to the Mortgagor or any other Person. The Mortgagee, in the exercise of the rights and powers conferred upon it hereby, shall have full power to use and apply the Rents to the payment, in such order as the Mortgagee may determine, of or on account of any one or more of the following: (a) to the payment of the operating expenses of the Premises, including the cost of management and leasing thereof (which shall include reasonable compensation to the Mortgagee and its agents or contractors, if management be delegated to agents or contractors, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized; (b) to the payment of taxes, charges and special assessments, the costs of all repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the Collateral, including the cost from time to time of installing, replacing or repairing the Collateral, and of placing the Collateral in such condition as will, in the judgment of the Mortgagee, make it readily rentable; and (c) to the payment of any Secured Obligations. The entering upon and taking possession of the Premises, or any part thereof, and the collection of any Rents and the application thereof as aforesaid shall not cure or waive any Event of Default theretofore or thereafter occurring or affect any notice of Default hereunder or invalidate any act done pursuant to any such Event of Default or notice, and, notwithstanding continuance in possession of the Premises or any part thereof by the Mortgagee or a receiver and the collection, receipt and application of the Rents, the Mortgagee shall be entitled to exercise every right provided for in this Mortgage or by law or in equity upon or after the occurrence of an Event of Default. Any of the actions referred to in this Section 3.4 may be taken by the Mortgagee irrespective of whether any notice of Default has been

given hereunder and without regard to the adequacy of the security for the indebtedness hereby secured.

- Declaration of Activation. Upon or at any time after the occurrence of an Event of 3.5. Default, Mortgagee, without in any way waiving any default, may, at its option, execute and deliver, by depositing in the United States Mail, postage prepaid, certified mail, addressed to Mortgagor at the address noted in Section 4.5 of this Mortgage, a Declaration of Activation of Mortgage of Rents (hereinafter referred to as a "Declaration of Activation"), declaring that, by reason of the occurrence of an Event of Default, Mortgagor thereby activates this Assignment and declares that constructive possession of the Property is thereupon vested in Mortgagee and that all of the legal and equitable interest of Mortgagor in the rents, issues, and profits of the property is thereupon vested in Mortgagee. Said Declaration of Activation shall not be deemed ineffective or deficient by reason of the fact that it may contain any matter or matters in addition to the foregoing or by reason of the fact that no specific Event of Default is set forth therein. The sending of such Declaration of Activation shall not be considered the exclusive requisite action relating to the activation of this Assignment by Mortgagee. Each of the events set forth in Section 3.6 hereof shall also be considered a discernible event, in addition to the Declaration of Activation, which will serve to activate this Assignment. Said Declaration of Activation shall be in effect immediately upon its deposit in the United States Mail.
- 3.6. Event of Activation. For purposes of this Mortgage, each of the following shall constitute a discernible event of activation, which will serve to activate this Mortgage (an "Event of Activation"):
  - (a) the deposit in the United States Mail, postage prepaid, certified mail of a Declaration of Activation, addressed to Mortgagor at the address noted in Section 4.5 of this Mortgage; or
    - (b) the taking of possession of the Property by Mortgagee; or
    - (c) the appointment of a receiver for the Property; or
    - (d) the commencement of an action to foreclosure this Mortgage.

After any one of the foregoing discernible Events of Activation occurs, the license granted in Section 1.16 shall be automatically revoked without any further action by Mortgagee.

3.7. Personal Property. If any Event of Default shall occur, the Mortgagee may exercise from time to time any rights and remedies available to it under the Loan Documents or applicable law upon default in payment of indebtedness, including, without limitation, those available to a secured party under the Uniform Commercial Code of the state where the goods are located. The Mortgagor shall, promptly upon request by the Mortgagee, assemble the Collateral and make it available to the Mortgagee at such place or places, reasonably convenient for both the Mortgagee and the Mortgagor, as the Mortgagee shall designate. The Mortgagor hereby expressly waives, to the fullest extent permitted by applicable law, any and all notices, advertisements, hearings, or process of law in connection with the exercise by the Mortgagee of any of its rights and remedies after an Event of Default occurs. If any notification of intended disposition of any of the Collateral is required by law, such notification, if mailed, shall be deemed reasonably and properly given if

mailed by registered or certified mail, return receipt requested, at least five (5) days before such disposition, postage prepaid, addressed to the Mortgagor either at the address shown below or at any other address of the Mortgagor appearing on the records of the Mortgagee. Without limiting the generality of the foregoing, whenever there exists an Event of Default hereunder, the Mortgagee may, with respect to so much of the Collateral as is personal property under applicable law, to the fullest extent permitted by applicable law, without further notice, advertisement, hearing or process of law of any kind, (i) notify any Person obligated on the Collateral to perform directly for the Mortgagee its obligations thereunder, (ii) enforce collection of any of the Collateral by suit or otherwise, and surrender, release or exchange all or any part thereof or compromise or extend or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect thereto, (iii) endorse any checks, drafts or other writings in the name of the Mortgagor to allow collection of the Collateral, (iv) take control of any proceeds of the Collateral, (v) enter upon any premises where any of the Collateral may be located and take possession of and remove such Collateral and render all or any part of the Collateral unusable, all without being responsible for loss or damage, (vi) sell any or all of the Collateral, free of all rights and claims of the Mortgagor therein and thereto, at any lawful public or private sale and on such terms as the Mortgagee deems advisable, and (vii) bid for and purchase any or all of the Collateral at any such public or private sale. Any proceeds of any disposition by the Mortgagee of any of the Collateral may be applied by the Mortgagee to the payment of expenses in connection with the Collateral, including reasonable attorneys' fees and legal expenses, and any balance of such proceeds shall be applied by the Mortgagee toward the payment of such of the Secured Obligations and in such order of application as the Mortgagee may from time to time elect. Without limiting the foregoing, the Mortgagee may exercise from time to time any rights and remedies available to it under the Uniform Commercial Code or other applicable law as in effect from time to time or otherwise available to it under applicable law. The Mortgagor hereby expressly waives presentment, demand, notice of dishonor, protest and notice of protest in connection with the Note and, to the fullest extent permitted by applicable law, any and all other notices, demands, advertisements, hearings or process of law in connection with the exercise by the Mortgagee of any of its rights and remedies hereunder. The Mortgagor hereby constitutes the Mortgagee its attorneyin-fact with full power of substitution to take possession of the Collateral upon any Event of Default and, as the Mortgagee in its sole discretion deems necessary or proper, to execute and deliver all instruments required by the Mortgagee to accomplish the disposition of the Collateral; this power of attorney is a power coupled with an interest and is irrevocable while any of the Secured Obligations are outstanding. The Mortgagor shall remain liable for any deficiency resulting from the sale of the Collateral and shall pay such deficiency forthwith upon demand, and the Mortgagee's right to recover such deficiency shall not be impaired by the sale or other disposition of Collateral without required notice. Expenses of retaking, holding, preparing for sale, selling or the like will first be paid from the proceeds before the balance will be applied toward any Secured Obligations.

3.8. No Liability on Mortgagee. Notwithstanding anything contained herein, the Mortgagee shall not be obligated to perform or discharge, and does not hereby undertake to perform or discharge, any obligation, duty or liability of the Mortgagor, whether hereunder, under any of the Third Party Agreements or otherwise. The Mortgagee shall not have responsibility for the control, care, management or repair of the Premises (including but not limited to use, storage, manufacture, discharge or transportation of hazardous waste or substances, including, without limitation, Hazardous Substances, by the Mortgagor) or be responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Premises resulting in loss, injury or death

to any tenant, licensee, employee, stranger or other Person. No liability shall be enforced or asserted against the Mortgagee in its exercise of the powers granted to it under this Mortgage, and the Mortgagor expressly waives and releases any such liability. Should the Mortgagee incur any such liability, loss or damage under any of the Third Party Agreements or under or by reason hereof, or in the defense of any claims or demands, the Mortgagor agrees to reimburse the Mortgagee immediately upon demand for the full amount thereof, including costs, expenses and reasonable attorneys' fees.

- 3.9. Transfer of Premises by Mortgagor. To induce the Mortgagee to extend credit under the Agreement, the Mortgagor agrees that in the event of any transfer (by assignment, sale, lease, operation of law or otherwise) of the Leasehold Estate or the Premises without the prior written consent of the Mortgagee, the Mortgagee shall have the absolute right at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. Any transfer consented to by the Mortgagee shall be made subject to this Mortgage, and any such transferee shall assume the obligations of the Mortgagor hereunder, without releasing the Mortgagor therefrom.
- 3.10. <u>Foreclosure Without Deficiency Judgment</u>. Borrower agrees to the provisions of Sec. 846.103 Wis. Stats., as the same may be amended or renumbered from time to time, permitting the Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

### ARTICLE IV

### **GENERAL**

- Permitted Acts. The Mortgagor agrees that, without affecting or diminishing in any way the liability of the Mortgagor or any other Person, except any Person expressly released in writing by the Mortgagee (with the consent of any pledgee of the Secured Obligations), for the payment or performance of any of the Secured Obligations or for the performance of any obligation contained herein or affecting the lien hereof upon the Collateral or any part thereof, the Mortgagee may at any time and from time to time, without notice to or the consent of any Person, release any Person liable for the payment or performance of the Note or any of the other Secured Obligations or any guaranty given in connection therewith; extend the time for, or agree to alter the terms of payment of, any indebtedness under the Note or any of the other Secured Obligations or any guaranty given in connection therewith; modify or waive any obligation; subordinate, modify or otherwise deal with the lien hereof; accept additional security of any kind for repayment of the Note or the other Secured Obligations or any guaranty given in connection therewith; release any Collateral or other property securing any or all of the Note or the other Secured Obligations or any guaranty given in connection therewith; make releases of any portion of the Premises; consent to the making of any map or plat of the Premises; the creation of any easements on the Premises or of any covenants restricting the use or occupancy thereof; or exercise or refrain from exercising, or waive, any right the Mortgagee may have.
- 4.2. <u>Legal Expenses</u>. The Mortgagor agrees to indemnify the Mortgagee from all loss, damage and expense, including (without limitation) reasonable attorneys' fees, incurred in connection with any suit or proceeding in or to which the Mortgagee may be made or become a party for the purpose of protecting the lien or priority of this Mortgage.

### 4.3. Security Agreement; Fixture Filing; Future Advances.

- (a) This Mortgage, to the extent that it conveys or otherwise deals with personal property or with items of personal property which are or may become fixtures, shall also be construed as a security agreement under the Uniform Commercial Code as in effect in the state in which the Premises are located, and this Mortgage constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of the County in which the Premises are located with respect to any and all fixtures included within the term "Collateral" as used herein and with respect to any Goods or other personal property that may now be or hereafter become such fixtures. For purposes of the foregoing, the Mortgagor is the debtor (with its address as set forth below), the Mortgagee is the secured party (with its address as set forth below). If any item of Collateral hereunder also constitutes collateral granted to the Mortgagee under any other mortgage, agreement, document, or instrument in the event of any conflict between the provisions of this Mortgage and the provisions of such other mortgage, agreement, document, or instrument relating to the Collateral, the provision or provisions selected by the Mortgagee shall control with respect to the Collateral.
- (b) This Mortgage is granted to secure, among other Secured Obligations, future advances and loans (whether obligatory, made at the option of Mortgagee or otherwise) from the Mortgagee to or for the benefit of the Mortgagor or its successors or assigns or the Premises, as provided in the Agreement, and costs and expenses of enforcing the Mortgagor's obligations under this Mortgage, the Agreement and the other Loan Documents. All advances, disbursements or other payments required by the Agreement are obligatory advances up to the credit limits established therein and shall, to the fullest extent permitted by law, have priority over any and all construction and mechanics' liens and other liens and encumbrances arising after this Mortgage is recorded.
- 4.4. <u>Defeasance</u>. Upon full payment of all indebtedness secured hereby and satisfaction of all the Secured Obligations in accordance with their respective terms and at the time and in the manner provided, and when the Mortgagee has no further obligation to make any advance, or extend any credit hereunder, under the Note or any Loan Documents, this conveyance shall be null and void, and thereafter, upon demand therefor, an appropriate instrument of reconveyance or release shall promptly be made by the Mortgagee to the Mortgagor, at the expense of the Mortgagor.
- 4.5. <u>Notices</u>. All notices, demands and other communications provided for hereunder shall be given in accordance with the notice provisions of the Agreement to the parties hereto at the addresses set forth on the signature page hereof.
- 4.6. Successors; the Mortgagor; Gender; Severability. All provisions hereof shall bind the Mortgagor and the Mortgagee and their respective successors, vendees and assigns and shall inure to the benefit of the Mortgagee, its successors and assigns, and the Mortgagor and its permitted successors and assigns. THE MORTGAGOR CONSENTS TO THE ASSIGNMENT BY THE MORTGAGEE OF ALL OR ANY PORTION OF ITS RIGHTS UNDER THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS. THE MORTGAGOR ACKNOWLEDGES AND AGREES THAT ANY AND ALL RIGHTS OF THE MORTGAGEE

UNDER THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS MAY BE EXERCISED FROM TIME TO TIME BY ANY ASSIGNEE OR SUCCESSOR OF THE MORTGAGEE. The Mortgagor shall not have any right to assign any of its rights hereunder. Except as limited by the preceding sentence, the word "Mortgagor" shall include all Persons claiming under or through the Mortgagor and all Persons liable for the payment or performance by the Mortgagor of any of the Secured Obligations whether or not such Persons shall have executed the Note or this Mortgage. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. Whenever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity only, without invalidating the remainder of such provision or the remaining provisions of this Mortgage, it being the parties' intention that this Mortgage and each provision hereof be effective and enforced to the fullest extent permitted by applicable law.

- 4.7. Care by the Mortgagee. The Mortgagee shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral assigned by the Mortgagor to the Mortgagee or in the Mortgagee's possession if it takes such action for that purpose as the Mortgagor requests in writing, but failure of the Mortgagee to comply with any such request shall not be deemed to be (or to be evidence of) a failure to exercise reasonable care, and no failure of the Mortgagee to preserve or protect any rights with respect to such Collateral against prior parties, or to do any act with respect to the preservation of such Collateral not so requested by the Mortgagor, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral.
- 4.8. No Waiver; Writing. No delay on the part of the Mortgagee in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Mortgagee of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. The granting or withholding of consent by the Mortgagee to any transaction as required by the terms hereof shall not be deemed a waiver of the right to require consent to future or successive transactions.
- 4.9. <u>Governing Law</u>. This Mortgage shall be a contract made under and governed by the internal laws of the State where the Premises are located.
- 4.10. Waiver. The Mortgagor, on behalf of itself and all Persons now or hereafter interested in the Premises or the Collateral, to the fullest extent permitted by applicable law hereby waives all rights under all appraisement, homestead, moratorium, valuation, exemption, stay, extension, and redemption statutes, laws or equities now or hereafter existing, and hereby further waives the pleading of any statute of limitations as a defense to any and all Secured Obligations secured by this Mortgage, and the Mortgagor agrees that no defense, claim or right based on any thereof will be asserted, or may be enforced, in any action enforcing or relating to this Mortgage or any of this Collateral. Without limiting the generality of the preceding sentence, the Mortgagor, on its own behalf and on behalf of each and every Person acquiring any interest in or title to the Premises subsequent to the date of this Mortgage, hereby irrevocably waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage or under any power contained herein or under any sale pursuant to any statute, order, decree or judgment of any court. The Mortgagor, for itself and for all Persons hereafter claiming through or under it or who may at

any time hereafter become holders of liens junior to the lien of this Mortgage, hereby expressly waives and releases all rights to direct the order in which any of the Collateral shall be sold in the event of any sale or sales pursuant hereto and to have any of the Collateral and/or any other property now or hereafter constituting security for any of the indebtedness secured hereby marshaled upon any foreclosure of this Mortgage or of any other security for any of said indebtedness.

- 4.11. JURY TRIAL. THE MORTGAGOR HEREBY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS MORTGAGE OR ANY LOAN DOCUMENTS TO WHICH IT IS A PARTY, OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH OR ARISING FROM ANY RELATIONSHIP EXISTING IN CONNECTION WITH THIS MORTGAGE OR ANY RELATED DOCUMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
- 4.12. No Merger. It being the desire and intention of the parties hereto that this Mortgage and the lien hereof do not merge in fee simple or leasehold title to the Premises, it is hereby understood and agreed that should the Mortgagee acquire an additional or other interests in or to the Premises or the ownership thereof, then, unless a contrary intent is manifested by the Mortgagee as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple or leasehold title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple or leasehold title. So long as any of the indebtedness secured by this Mortgage shall remain unpaid, unless the Mortgagee shall otherwise in writing consent, the fee or leasehold title and the Leasehold Estate, in the Premises hereinbefore described, shall not merge but shall always be kept separate and distinct. notwithstanding the union of said estates either in the lessor or in the lessee, or in a third party, by purchase or otherwise; and the Mortgagor further covenants and agrees that, in case it shall acquire the fee title, or any other estate, title or interest in the premises covered by the Facility Lease, this Mortgage shall attach to and cover and be a first lien upon such other estate so acquired, and such other estate so acquired by the Mortgagor shall be considered as mortgaged, assigned or conveyed to the Mortgagee and the lien hereof spread to cover such estate with the same force and effect as though specifically herein mortgaged, assigned or conveyed and spread.
- 4.13. <u>Time of Essence and Severability</u>. Time is declared to be of the essence in this Mortgage, the Agreement, the Note and the Loan Documents and of every part hereof and thereof. If the Mortgagee chooses to waive any covenant, section or provision of this Mortgage, or if any covenant, section or provision of this Mortgage is construed by a court of competent jurisdiction to be invalid or unenforceable, it shall not affect the applicability, validity or enforceability of the remaining covenants, sections or provisions.
- 4.14. <u>Matters to Be in Writing</u>. This Mortgage cannot be altered, amended, modified, terminated, waived, released or discharged except in a writing signed by the party against whom enforcement is sought.
- 4.15. <u>Sole Discretion of Mortgagee</u>. Whenever the Mortgagee's judgment, consent or approval is required hereunder for any matter, or the Mortgagee shall have an option or election

hereunder, such judgment, the decision as to whether or not to consent to or approve the same or the exercise of such option or election shall be in the sole discretion of the Mortgagee.

## [REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

To evidence and secure such indebtedness, Mortgagor has executed and delivered D. the Agreement, a Note or Notes as more particularly described in Annex 1 attached hereto and made part hereof (collectively, the "Note") and certain other Loan Documents.

This Leasehold Mortgage was prepared by Paul Schmidhauser, Esq. whose address is 2600 Michelson Drive, Suite 1200, Irvine, CA 92612.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Mortgage on the day and year first above written.

"MORTGAGOR":

FITZPATRICK ACQUISITIONS, L.L.C.,

a Michigan limited liability company

Htzpatrick, Manager

Address of Mortgagor/Debtor:

2229 US Highway 23 South Alpena, MI 49707

Address of Mortgagee/Secured Party:

Citicorp Leasing, Inc. 2600 Michelson Drive, Suite 1200 Irvine, CA 92612

	CARLOTTIC AT THE PAR STORY
State of Michigan	CAPACITY CLAIMED BY SIGNER
County of Oldina	
On 3/10/03 before me, Mary ann Tonak	INDIVIDUAL
Date Name Officer-e.g. "Jane Doe, Notary"	
paid it of other sign same 2503, 110 and	r
personally appeared Limether Ex Fitzpatrick	CORPORATE
possonim) upposes	OFFICER(S)
personally known to me -OR- proved to me on basis of satisfactory evidence to be the	L_I PARTNER(S)
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me	PARTNER(S)
that he/she/they executed the same in	
his/her/their authorized capacity(ies), and that	
by his/her/their signature(s) on the instrument	ATTORNEY-IN-FACT
the person(s), or the entity upon behalf of	
which the person(s) acted, executed the instrument.	
instrument.	TRUSTEE(S)
Witness my hand and official seal.	
MARI AMATOURK	SUBSCRIBING WITNESS
SIGNATURE OF NOTARY	
BISIVITO OF IVOLUM	
MARY ANN NOWAK	GUARDIAN/
Notary Public, Alpena County, MI	CONSERVATOR
My Commission Expires Apr. 29, 2006	
	OTHER:
	SIGNER IS REPRESENTING:
ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudul	lent attachment of this certificate to
unauthorized documents.	·
THIS CERTIFICATE MUST Title or Type of Document	
BE ATTACHED TO THE Number of Pages Date of Document	
DOCUMENT AT THE RIGHT: Signer(s) Other Than Named Above:	

### **EXHIBIT A**

### DESCRIPTION OF LAND

That part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East, described as follows: Commencing at a monument marking the West 1/4 corner of said Section 24; thence North 01° 45′ 40" West 340.67 feet; thence North 81° 38′ 51" East 905.15 feet to the point of beginning; thence continuing North 18° 38′ 51" East 183.68 feet to the West line of State Trunk Highway 31 right-of-way and the arc of a curve of Westerly convexity whose radius is 16,430.22 feet and whose chord bears South 16° 59′ 28" West 295.18 feet; thence Southerly along the arc of said curve 295.18 feet to the North line of 21st Street; thence North 73° 14′ 15" West 166.00 feet along said North line; thence North 16° 59′ 28" East 217.22 feet to the point of beginning. Excepting therefrom a 25 foot X 25 foot easement in the Southeast corner of said property for signage purposes. Said land being in the City of Radine, County of Radine, State of Wisconsin.

Common Address.	2090 Green D	ay Koad, Kacine,	, 111 33 700	
Real Estate Tax Index	: No(s).:			

2000 Cross Day Dood Daving W/ 53406

### **EXHIBIT B**

# DESCRIPTION OF LEASES OR SUBLEASE

Landlord:

Sekao, Inc., a Wisconsin Corporation

Tenant:

FITZPATRICK ACQUISITIONS, L.L.C.,

Date of Lease: November 1, 1989

### ANNEX I

### **MORTGAGE**

- 1. That certain Promissory Note dated January 16, 2002, made by Mortgagor and other Borrowers (as defined in the Loan Agreement) in favor of Mortgagee in the original principal face amount of \$4,230,000.00, as modified or amended from time to time.
- 2. That certain Promissory Note dated September 30, 2002, made by Mortgagor and other Borrowers (as defined in the Loan Agreement) in favor of Mortgagee in the original principal face amount of \$1,000,000.00, as modified or amended from time to time.
- 3. That certain Promissory Note dated September 30, 2002, made by Mortgagor and other Borrowers (as defined in the Loan Agreement) in favor of Mortgagee in the original principal face amount of \$775,000.00, as modified or amended from time to time.
- 4. That certain Promissory Note dated March 10, 2003, made by Mortgagor and other Borrowers (as defined in the Loan Agreement) in favor of Mortgagee in the original principal face amount of \$1,000,000.00, as modified or amended from time to time.
- 5. That certain Promissory Note dated March 10, 2003, made by Mortgagor and other Borrowers (as defined in the Loan Agreement) in favor of Mortgagee in the original principal face amount of \$1,000,000.00, as modified or amended from time to time.
- 6. That certain Promissory Note dated March 10, 2003, made by Mortgagor and other Borrowers (as defined in the Loan Agreement) in favor of Mortgagee in the original principal face amount of \$1,000,000.00, as modified or amended from time to time.
- 7. That certain Promissory Note dated March 10, 2003, made by Mortgagor and other Borrowers (as defined in the Loan Agreement) in favor of Mortgagee in the original principal face amount of \$5,000,000.00, as modified or amended from time to time.
- 8. That certain Promissory Note dated March 10, 2003, made by Mortgagor and other Borrowers (as defined in the Loan Agreement) in favor of Mortgagee in the original principal face amount of \$5,000,000.00, as modified or amended from time to time.
- 9. That certain Promissory Note dated March 10, 2003, made by Mortgagor and other Borrowers (as defined in the Loan Agreement) in favor of Mortgagee in the original principal face amount of \$5,000,000.00, as modified or amended from time to time.
- 10. That certain Promissory Note dated March 10, 2003, made by Mortgagor and other Borrowers (as defined in the Loan Agreement) in favor of Mortgagee in the original principal face amount of \$3,000,000.00, as modified or amended from time to time.

11. That certain Promissory Note dated March 10, 2003, made by Mortgagor and other Borrowers (as defined in the Loan Agreement) in favor of Mortgagee in the original principal face amount of \$3,450,000.00, as modified or amended from time to time.

# 0000356

DOC # 1994833 Recorded SEP. 29,2004 AT 11:38AM

Recording Requested By and When Recorded Mail to:

Citicorp Leasing, Inc. 2600 Michelson Drive, Suite 1200 Irvine, CA 92612 Attention: Compliance Officer

Re: WMCR/513329

2090 Green Bay Road, Racine, WI 53406

**RACINE COUNTY** 

Mal of Call

MARK LADD
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$25.0

(Space above this line for Recorder's Use)

25/

# FIRST MODIFICATION OF LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS FIRST MODIFICATION OF LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT, (the "Modification") is made this July 7, 2004, pertaining to that certain Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement, by and between FITZPATRICK ACQUISITIONS, L.L.C., a Michigan limited liability company (hereinafter referred to as the "Mortgagor"), having an address at 2229 US 23 South, Alpena, MI 49707 and CITICORP LEASING, INC., a Delaware corporation (hereinafter referred to as "Mortgagee"), having an address at 2600 Michelson Drive, Irvine, CA 92612, dated as of March 10, 2003, recorded on October 9, 2003 as Instrument No. 1936680 with the Official Records of Racine County, State of Wisconsin, as amended from time to time (hereinafter referred to as the "Leasehold Mortgage").

# 1. Specific Amendments to the Leasehold Mortgage.

A. The Mortgage is hereby amended by deleting Section A of the Mortgage thereof, in its entirety, and restating it as follows:

"The Mortgagor and WMCR HOLDING COMPANY, L.L.C., a Michigan limited liability company company have entered into that certain Amended and Restated Loan Agreement, dated as of March 10, 2003, with Mortgagee (said Agreement, as it may hereafter be amended, modified, supplemented, extended, renewed or replaced from time to time, being the "Agreement"; the terms defined therein and not otherwise defined herein being used herein as therein defined)."

**B.** The Mortgage is hereby amended by deleting Section C of the Mortgage thereof, in its entirety, and restating it as follows:

- "The aggregate principal amount of the Advances outstanding from time to time under the Agreement may not exceed Thirty Six Million Nine Hundred Fifty Five Thousand (\$36,955,000.00), excluding advances made to protect the lien and security of this Mortgage."
- C. The Mortgage is hereby amended by deleting the existing "Annex 1" in its entirety and inserting the attached "Annex 1" in place thereof.
- 2. <u>Continuing Effectiveness of Leasehold Mortgage</u>. Except as specifically modified by this Modification, the terms of the Leasehold Mortgage shall remain in full force and effect. Mortgagor reaffirms all promises, covenants, warranties and representations in the Leasehold Mortgage and warrants that it is not in default of the Leasehold Mortgage. This Modification is effective upon recording, which will take place only if title is satisfactory to Mortgagee and the priority of the Leasehold Mortgage remains unchanged. This modification shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.
- 3. Execution in Counterparts. This Modification may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Trustor has executed this Modification as of the day and year first above written.

"MORTGAGOR"

FITZPATRICK ACQUISITIONS, L.L.C.,

a Michigan limited liability company

Timothy E. Pitzpatrick, Manager

Address of Mortgagor/Debtor:

2229 US Highway 23 South Alpena, MI 49707

"MORTGAGEE"

CITICORP LEASING, INC., a Delaware corporation

ERIC Z. HSIAO

Vice President

Citicorp Leasing, Inc.

Eric Hsiao, Vice President

State of Michigan		CAPACITY CLAIMED BY SIGNER
On 72/04 before me, 7/190 fly E. F1:  Date Name, Title of Co	tegaterick facsclent	INDIVIDUAL
	officer-e.g. Jane Doe, Notary	CORPORATE OFFICER(S)
personally known to me -OR- proved	to me on basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me	PARTNER(S)
that he/she/they exe his/her/their authorized by his/her/their signatu	that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of	ATTORNEY-IN-FACT
	which the person(s) acted, executed the instrument.	TRUSTEE(S)
	Witness my hand and official seal. Mary Ann Mourak	SUBSCRIBING WITNESS
	MARY ANN NOWAK Notary Public, Alpena County, MI	GUARDIAN/ CONSERVATOR
	My Commission Expires Apr. 29, 2006	OTHER:
ATMINISTRALIA	1	SIGNER IS REPRESENTING:
ATTENTION NOTARY: Although the information requunauthorized documents.	ested below is OPTIONAL, it could prevent fraudule	ent attachment of this certificate to
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT AT THE RIGHT:	Title or Type of Document Number of Pages Date of Document Signer(s) Other Than Named Above:	
	······································	

State of California	CAPACITY CLAIMED BY SIGNER			
County of Orange				
On <u>September 2, 2004</u> before me, <u>Christine J. Flores, Notary</u> Date Name, Title of Officer-e.g. "Jane Doe, Notary	'			
Personally appeared Eric Hsiao	CORPORATE OFFICER(S)			
X personally known to me -OR- proved to me on basis of satisfactory person whose name is subscinstrument and acknowledg	cribed to the within PARTNER(S) ged to me that he			
CHRISTINE J. FLORES and that by his signature on person, or the entity upon by Notary Public - California person acted, executed the same in his and that by his signature on person, or the entity upon by Sperson acted, executed the interval of the same in his and that by his signature on person, or the entity upon by Sperson acted, executed the same in his and that by his signature on person, or the entity upon by Sperson acted, executed the same in his and that by his signature on person, or the entity upon by Sperson acted, executed the same in his and that by his signature on person, or the entity upon by Sperson acted, executed the same in his and that by his signature on person, or the entity upon by Sperson acted, executed the same in his and that by his signature on person, or the entity upon by Sperson acted, executed the interval of the same in his and that by his signature on person, or the entity upon by Sperson acted, executed the interval of the same in his and that by his signature on person, or the entity upon by Sperson acted, executed the interval of the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and the same in his and th	the instrument the ATTORNEY-IN-FACT			
Orange County  My Comm. Expires Mar 4, 2005  Witness my hand and office	TRUSTER(S)			
SIGNATURE OF NOTAR	SUBSCRIBING WITNESS			
	GUARDIAN/ CONSERVATOR			
	OTHER:			
	SIGNER IS REPRESENTING: Citicorp Leasing, Inc.			
ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized documents.				
Title or Type of Document:				
BE ATTACHED TO THE Number of Pages Date of DOCUMENT AT THE RIGHT: Signer(s) Other Than Named A	of Document			

### EXHIBIT A

## **DESCRIPTION OF LAND**

That part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East, described as follows: Commencing at a monument marking the West 1/4 corner of said Section 24; thence North 01° 45′ 40″ West 340.67 feet; thence North 81° 38′ 51″ East 905.15 feet to the point of beginning; thence continuing North 18° 38′ 51″ East 183.68 feet to the West line of State Trunk Highway 31 right-of-way and the arc of a curve of Westerly convexity whose radius is 16,430.22 feet and whose chord bears South 16° 59′ 28″ West 295.18 feet; thence Southerly along the arc of said curve 255.18 feet to the North line of 21st Street; thence North 73° 14′ 15″ West 166.00 feet along said North line; beginning. Excepting therefrom a 25 foot x 25 foot easement in land being in the City of Racine, County of Racine, State of Wisconsin.

Common Address: 2090 Green Bay Road, Racine, WI 53406

Real Estate Tax Index No(s).: 276-00-00-23-926-002

### ANNEX 1

## PROMISSORY NOTES

- 1. That certain Promissory Note dated January 16, 2002, made by Mortgagor and other Borrowers (as defined in the Loan Agreement) in favor of Mortgagee in the original principal face amount of \$4,230,000.00, as modified or amended from time to time.
- 2. That certain Promissory Note dated September 30, 2002, made by Mortgagor and other Borrowers (as defined in the Loan Agreement) in favor of Mortgagee in the original principal face amount of \$1,000,000.00, as modified or amended from time to time.
- 3. That certain Promissory Note dated September 30, 2002, made by Mortgagor and other Borrowers (as defined in the Loan Agreement) in favor of Mortgagee in the original principal face amount of \$775,000.00, as modified or amended from time to time.
- 4. That certain Promissory Note dated March 10, 2003, made by Mortgagor and other Borrowers (as defined in the Loan Agreement) in favor of Mortgagee in the original principal face amount of \$1,000,000.00, as modified or amended from time to time.
- 5. That certain Promissory Note dated March 10, 2003, made by Mortgagor and other Borrowers (as defined in the Loan Agreement) in favor of Mortgagee in the original principal face amount of \$1,000,000.00, as modified or amended from time to time.
- 6. That certain Promissory Note dated March 10, 2003, made by Mortgagor and other Borrowers (as defined in the Loan Agreement) in favor of Mortgagee in the original principal face amount of \$1,000,000.00, as modified or amended from time to time.
- 7. That certain Promissory Note dated March 10, 2003, made by Mortgagor and other Borrowers (as defined in the Loan Agreement) in favor of Mortgagee in the original principal face amount of \$5,000,000.00, as modified or amended from time to time.
- 8. That certain Promissory Note dated March 10, 2003, made by Mortgagor and other Borrowers (as defined in the Loan Agreement) in favor of Mortgagee in the original principal face amount of \$5,000,000.00, as modified or amended from time to time.
- 9. That certain Promissory Note dated March 10, 2003, made by Mortgagor and other Borrowers (as defined in the Loan Agreement) in favor of Mortgagee in the original principal face amount of \$5,000,000.00, as modified or amended from time to time.

# . 0000363

- 10. That certain Promissory Note dated March 10, 2003, made by Mortgagor and other Borrowers (as defined in the Loan Agreement) in favor of Mortgagee in the original principal face amount of \$3,000,000.00, as modified or amended from time to time.
- 11. That certain Promissory Note dated March 10, 2003, made by Mortgagor and other Borrowers (as defined in the Loan Agreement) in favor of Mortgagee in the original principal face amount of \$3,450,000.00, as modified or amended from time to time.
- 12. That certain Promissory Note dated December 18, 2003, made by Mortgagor and other Borrowers (as defined in the Loan Agreement) in favor of Mortgagee in the original principal face amount of \$4,500,000.00, as modified or amended from time to time.
- 13. That certain Promissory Note dated December 18, 2003, made by Mortgagor and other Borrowers (as defined in the Loan Agreement) in favor of Mortgagee in the original principal face amount of \$2,000,000.00, as modified or amended from time to time.

 $(\pm)$ 

DOC # 1936679

Recorded

OCT. 09,2003 AT 11:15AM

Recording Requested By and When Recorded Mail to:

Prepared by: Christine J. Flores

CITICORP LEASING, INC.

2600 Michelson Drive, Suite 1200

Irvine, California 92612

Re:

Attention: COMPLIANCE OFFICER

MARK LADD
RACINE COUNTY
REGISTER OF DEEDS

Fee Amount: \$17.00

Fitzpatrick Acquisitions, L.L.C.

2090 S. Green Bay Road, Racine, WI

Tax+ 276-00-00-23-926-002

(Space above this line for Recorder's Use)

### LANDLORD'S CONSENT

This Landlord's Consent ("Agreement") is made by the undersigned ("Landlord") in favor of CITICORP LEASING, INC. ("Citicorp").

### RECITALS

WHEREAS, Landlord is the lessor under that certain lease dated November 1, 1989, (the "Lease") with Fitzpatrick Acquisitions, L.L.C. as lessee/assignee ("Tenant"), pursuant to which Landlord leased to Tenant certain real property located at 2090 S. Green Bay Road, Racine, Wisconsin (the "Premises"), said Premises being more particularly described in the Lease and in Schedule A attached hereto.

WHEREAS, Tenant has entered into financing arrangements with Citicorp and, as a condition to Citicorp's loan to Tenant, Citicorp requires liens on all of Tenant's interest in the Lease, Tenant's right to use the Premises under the Lease and all of Tenant's property including, without limitation, trade fixtures, equipment, inventory and operating licenses and permits now or at any time hereafter located on or used in connection with the Premises (collectively, the "Collateral").

NOW, THEREFORE, in order to induce Citicorp to make such loan and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord agrees as follows:

- 1. Landlord represents that (i) it is the current record owner of the Premises and the current owner of the lessor's interest under the Lease, (ii) the Lease is in full force and effect and has not been amended, supplemented or modified except as set forth above, and (iii) to the best of its knowledge, there are currently no defaults under the Lease.
- 2. Landlord consents to the execution and performance by Tenant of a mortgage or deed of trust in favor of Citicorp of Tenant's interest in the Lease and acknowledges Citicorp's security

agreement on the other Collateral (collectively, the "Security Documents"), and Landlord agrees that the execution and performance of the Security Documents by Tenant and Citicorp will not constitute a default under the Lease.

- 3. Landlord will not assert against any of the Collateral any statutory, consensual or other liens, all of which it hereby waives.
- 4. Landlord agrees that none of the Collateral located on the Premises, notwithstanding the manner in which any of the Collateral may be affixed to the Premises, shall be deemed to be fixtures or constitute part of the Premises.
- 5. Landlord agrees to notify Citicorp in writing upon the occurrence of any default by Tenant under the Lease and grants Citicorp the right to cure such default within the same number of days after such notice that Tenant has to cure such default under the Lease, before Landlord exercises its remedies under the Lease. If the Lease provides no cure period or the default by its nature cannot be cured, Landlord agrees not to terminate the Lease until 30 days after Citicorp's receipt of such notice, so long as Landlord continues to receive rent and other amounts due under the Lease.
- 6. If Tenant defaults on its obligations to Citicorp and Citicorp undertakes to enforce its security interest in the Collateral, Landlord will permit Citicorp and its agents to enter upon and remain on the Premises to remove or otherwise dispose of the Collateral, provided (i) Landlord receives the rental and other amounts due under the Lease for the period of time Citicorp uses the Premises and (ii) any damages to the Premises caused by removal of the Collateral are repaired.
- 7. If the Lease shall terminate as a result of a rejection of the Lease in a bankruptcy proceeding, Landlord shall give Citicorp prompt written notice thereof and upon request by Citicorp, enter into a new lease of the Premises with Citicorp, or its designee, which new lease shall be effective as of the date of termination of the Lease and shall be on substantially the same terms and conditions as the Lease.
- 8. Landlord agrees that Citicorp or Tenant may assign or sublet the Premises to any entity with the consent of Landlord (if such consent is required under the Lease), which consent will not be unreasonably conditioned, withheld or delayed. Landlord acknowledges and agrees that the premises may be closed for the period of time necessary to make alterations to or otherwise adapt the Premises to its intended use.
- 9. Any notice(s) required or desired to be given hereunder to Citicorp shall be directed to Citicorp Leasing, Inc. at 2600 Michelson Drive, Suite 1200, Irvine, California 92612, and shall be sent by a regularly scheduled overnight delivery carrier with delivery fees prepaid.
- 10. The agreements contained herein may not be modified or terminated orally and shall be binding upon Landlord and its successors and assigns and shall inure to the benefit of Citicorp and its successors and assigns.

- 11. The agreements contained herein shall continue in full force and effect until all of Tenants' obligations and liabilities to Citicorp are paid and satisfied in full and all financing arrangements between Citicorp and Tenant have been terminated.
- 12. THIS AGREEMENT SHALL NOT IMPAIR OR OTHERWISE AFFECT TENANT'S OBLIGATIONS TO PAY RENT AND ANY OTHER SUMS PAYABLE BY TENANT PURSUANT TO THE TERMS OF THE LEASE.

Executed and delivered as of the 27th day of FEBRUARY, 2003, at RACINE, WISCONSIN.
Handlord: Sekon, Mc. Sekao  By: Leun Lakes  Title: President
Address:
1616 Oakes Road Racine, WI 53406
STATE OF WISCONSIN )  SS.  COUNTY OF RACINE )
On 2/25, 2003, before me a Notary Public in and for said County and State, personally appeared CLENN A. OAKES, personally known to me who acknowledged execution of the foregoing instrument for and on behalf of said Landlord, and who, having been duly sworn, stated that the representations herein contained are true.
Witness my hand and Notarial Seal this 27 day of FESCUREY, 2003.  Notary Public My Commission Expires: 10/23/05  County, State of 1012.

### SCHEDULE "A"

That part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East, described as follows: Commencing at a monument marking the West 1/4 corner of said Section 24; thence North 01° 45′ 40" West 340.67 feet; thence North 81° 38′ 51" East 905.15 feet to the point of beginning; thence continuing North 18° 38′ 51" East 183.68 feet to the West line of State Trunk Highway 31 right-of-way and the arc of a curve of Westerly convexity whose radius is 16,430.22 feet and whose chord bears South 16° 59′ 28" West 295.18 feet; thence Southerly along the arc of said curve 295.18 feet to the North line of 21st Street; thence North 73° 14′ 15" West 166.00 feet along said North line; thence North 16° 59′ 28" East 217.22 feet to the point of beginning. Excepting therefrom a 25 foot X 25 foot easement in the Southeast corner of said property for signage purposes. Said land being in the City of Racine, County of Racine, State of Wisconsin.

Tax Keys: Part of 23905 and Part of 23926

Property Address: 2090 South Green Bay Road

DOCUMENT #

WBA	400 10 14 0 10 91	E11142
41. D. P.	428 (8/13/97)	CILIMA

Owisconsin Bankers Association 1997

	7	5	3	5	5	9	_
--	---	---	---	---	---	---	---

DOCUMENT NO.

Arreco

REGISTER'S OFFICE RACINE COUNTY, WI

REAL ESTATE MORTGAGE

(i or orination of Edulicos histigage Hallstotions)
Sekao Inc.
(*Mortgagor,*
whether one or more) mortgages, conveys and warrants to <u>Johnson Bank</u> , 245
Main Street, Racine, Wisconsin 53403
("Lender")
n consideration of the sum of THREE HUNDRED FIFTY THOUSAND AND NO/100
Dollars
\$_350,000.00), loaned or to be loaned to <u>Sekao Inc</u> .
("Borrower," whether one or more).
videnced by Borrower's note(s) or agreement dated <u>December 22, 2000</u>
ne real estate described below, together with all privileges, hereditaments, easements and popurtenances, all rents, leases, issues and profits, all claims, awards and payments made is a result of the exercise of the right of eminent domain, and all existing and future in provements and fixtures (all called the "Property") to secure the Obligations described in aragraph 5 on the reverse side, including but not limited to repayment of the sum stated bove plus certain future advances made by Lender.  1. Description of Property. (This Property is not the homestead of Mortgagor.)

RECORDED____ 2000 DEC 29 PM 1:12 MARK A.LADD REGISTER OF DEEDS PAGE 259 - 26( Recording Area | | / Name and Return Address Johnson Bank Attn: Commercial Banking 245 Main St. Racine, WI 53403 Part of 23926000 Parcel Identifier No.

X If checked here, description continues or appears on attached sheet	•
If checked here, this Mortgage is a construction mortgage.	
If checked here, Condominium Rider is attached.	
	ons and easements of record, municipal and zoning ordinances, current taxes an
assessments not yet due and	n/a
3. Escrow. Interest will be paid on escrowed funds  will (will only) be paid on escrowed funds  4. Additional Provisions. Mortgagor agrees to the Additional Provisions. The undersigned acknowledges receipt of an exact copy of this Mortgage.	if an escrow is required under paragraph 8(a) on the reverse side. son the reverse side, which are incorporated herein.
NOTICE TO CUSTOMER IN A TRANSACTIO  (a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE  (b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.  (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMEN	
Signed and Sealed DECEMBER 22, 2000	
Sekao Inc. (SE	AL)
A Wisconsin Corporation (Type of Organization)	_
By Salvara Waltman (SE	AL)(SEAL)
By:(SE	AL) (SEAL)
By:(\$E	AL)(SEAL)
By:(\$E	AL)(SEAL)
AUTHENTICATION	OR ACKNOWLEDGEMENT
Signatures of	STATE OF WISCONSIN  County of Racine ss.
	This instrument was acknowledged before me on <u>DECEMBER 22, 2000</u> by <u>Barbara Waltman</u>
uthenticated this day of	
	as <u>Secretary</u> (Type of authority; e.g., officer, trustee, etc # any)
tle: Member State Bar of Wisconsin or	of Sekso Inc.
uthorized under §706.06, Wis. Stats.	[Name of parry on behalf of whom instrument was executed, if any)
This instrument was drafted by	
Kate Gleason	* Susan P. Jensen
*Type or print name signed above.	Notary Public Wisconsin My Commission (Expires)(is) 2/8/04
	3366/

- 5. Mortgage as Security. This Mortgage secures prompt payment to Lender of (a) the sum stated in the first paragraph of this Mortgage, plus interest and charges according to the terms of the promissory notes or agreement of Borrower to Lender Identified on the reverse side, and any extensions, renewals or modifications signed by any Borrower of such promissory notes or agreement, (b) to the extent not prohibited by the Wisconsin Consumer Act (i) any additional sums which are in the future loaned by Lender to any Mortgagor and another or to another guaranteed or endorsed by any Mortgagor primarily for personal, family or household purposes and agreed in documents evidencing the transaction to be secured by this Mortgagor, and (ii) all other additional sums which are in the future loaned by Lender to any Mortgagor, to any Mortgagor and another or to another guaranteed or endorsed by any Mortgagor. (c) all interest and charges, and (d) to the extent not prohibited by law, all costs and expenses of collection or enforcement (all called the 'Obligations'). This Mortgage also secures the performance of all covenants, conditions and agreements contained in this Mortgage. Unless otherwise required by law, Lender will satisfy this Mortgage upon request by Mortgagor if (a) the Obligations have been paid according to their terms, (b) any commitment to make future advances secured by this Mortgage has terminated. (c) Lender has terminated any line of credit under which advances are to be secured by this Mortgage, and (d) all other payments required under (his Mortgage and the Obligations and all other terms, conditions, covenants, and agreements contained in this Mortgage and the documents evidencing the Obligations have been paid and performed.
- 6. Taxes. To the extent not paid to Lender under peregraph 8(a), Mortgagor shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, or against Lender upon this Mortgage or the Obligations or other debt secured by this Mortgage, upon Lender's interest in the Property, and deliver to Lender receipts showing timely payment.
- 7. Insurance. Morfgagor shalt keep the improvements on the Property insured against direct loss or damage occasioned by fire, flood, extended coverage perils and such other hazards as Lender may require, through insurers approved by Lender, in amounts, without co-insurance, not less than the unpaid balance of the Obligations or the full replacement value, whichever is less, and shall pay the premiums when due. The policies shall contain the standard mortgage clause in favor of Lender and, unless Lender otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Lender. Subject to Lender's approval, Borrower is free to select the insurance agent or insurer through which insurance so obtained. Mortgagor shall promptly give notice of loss to insurance companies and Lender. All proceeds from such insurance shall be applied, at Lender's option, to the installments of the Obligations in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the improvements on the Property, in the event of foreclosure of this Mortgage or other transfer of title to the Property, in extinguishment of the Indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance may be acquired by Lender solely to protect the Interest of the Lender (it will not cover Mortgagor's equity in the Property), and Mortgagor's obligation to repay Lender shall be in accordance with Section 10.
  - 8. Mortgagor's Covenants. Mortgagor covenants:

တ

- Becrow. If an escrow is required by Lender, to pay Lender sufficient funds, at such times as Lender designates, to pay when due (1) the estimated annual real estate taxes and assessments on the Property. (2) all property and hazard insurance premiums, (3) flood insurance premiums, if any, (4) if payments owed under the Obligations are guaranteed by mortgage guaranty insurance, the premiums necessary to pay for such insurance, and (5) other items agreed to be included in the escrow. Lender may, at any time, collect and hold such escrow funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Mortgagor's escrow account under the federal fleat Estate Settlement Procedures Act of 1974, as amended from time to time. Lender may estimate the amount of escrow funds due on the basis of current data and reasonable estimates of future expenditures of tuture escrow account funds or as otherwise required by applicable law. Lender shall apply the escrowed funds against taxes, assessments and insurance premiums when due or as otherwise required by the under the scrows of the amount permitted to be held by applicable law. Escrower funds may be committed to the held by applicable law. Ender sh. account to Mortgagor for the excess escrowed funds in a manner determined by Lender or as otherwise required by applicable law. If the escrowed funds held by Lender or as otherwise required by applicable law. If the escrowed funds held by Lender or as otherwise required by applicable law. If the escrowed funds held by Lender or as otherwise required by applicable law. If the escrowed funds held by Lender or as otherwise required by applicable law. Condition and Repair. To keep the Property in good and lenantable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures;
- Liens. To keep the Property tree from liens and encumbrances superior to the lien of this Mortgage and not described in paragraph 2 on the reverse side;

  Other Mortgages. To perform all of Mortgagor's obligations and duties under any other mortgage or security agreement on the Property and any obligation to pay secured by such a mortgage or security agreement;
- Waste. Not to commit waste or permit waste to be committed upon the Property;
- Versite. Not to self, assign, lease, mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Property, or permit the same to occur without the prior written consent of Lender and, without notice to Mortgagor, Lender may deal with any transferee as to his interest in the same manner as with Mortgagor, without in any way discharging the flability of Mortgagor under this Mortgage or the Obligations;
  Alteration or Removal. Not to remove, demolish or materially after any part of the Property, without Lender's prior written consent, except Mortgagor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility;
- Insure, provided the insture is promptly replaced with another fixture of at least equal utility;

  Condemnation. To pay to Lender all compensation received for the taking of the Property, or any part, by condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Lender determines to rebuilding of the Property or to the Obligations in the inverse order of their maturities (without penalty for prepayment);

  Inspection, Lender and its authorized representatives may enter the Property at reasonable times to inspect it, and at Lender's option to repair or restore the Property or Inlances. To comply with all laws, ordinances and regulations affecting the Property; and

- Subrogation. That Lender is subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the note(s) or agreement
- 9. Environmental Laws. Mortgagor represents, warrants and covenants to Lender (a) that during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, freated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or some other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) that Mortgagor has no knowledge, after due Inquiry, of any prior use or existence of any Hazardous Substance on the Property (b) that mortgagor has no knowledge, after due Inquiry, of any prior use or existence of any Hazardous Substance on the Property (c) that, without intelling the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychiorinated biphenyl components (PCBs) or underground storage tanks; (d) that there are no conditions existing currentity or likely to exist during the term of this Mortgagor which would subject Mortgagor to any damages, penalties, injunctive relief or clearup costs in any governmental or regulatory action or intro-party claims relating to any Hazardous Substance; (e) that Mortgagor in the past has been, at in present is, and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorneys' fees and legal expenses), liability and damage whatsoever directly or ladirectly resulting from, arising out of, or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance or from the Property, or file transportation of any Hazardous Substance or from the
- 10. Authority of Lender to Perform for Mortgagor, if Mortgagor falls to perform any of Mortgagor's duties set forth in this Mortgage, Lender may after giving Mortgagor any notice and opportunity to perform which are required by law, perform the duties or cause them to be performed, including without limitation signing Mortgagor's name or paying any amount so required, and the cost shall be due on demand and secured by this Mortgage, bearing interest at the highest rate stated in any document evidencing an Obligation, but not in excess of the maximum rate permitted by law, from the date of expenditure by Lender to the date of payment by Mortgagor.
- 11. Default; Acceleration; Remedies. If (a) there is a default under any Obligation secured by this Mortgage, or (b) Mortgagor fails timely to observe or perform any of Mortgagor's covenants or duties contained in this Mortgage, then, at the option of Lender each Obligation will become immediately payable unless notice to Mortgagor or Borrower and an opportunity to cure are required by 1425.105, Wis. Stats., or the document evidencing the Obligation and, in that event, the Obligation will become payable if the default is not cured as provided in that statute or the document evidencing the Obligation or as otherwise provided by law. If Lender exercises its option to accelerate, the unpaid principal and interest owed on the Obligation, logether with all sums paid by Lender as authorized or required under this Mortgage or any Obligation, shall be collectible in a sull at law or by foreclosure of this Mortgage by action, or both, or by the exercise of any other remedy available at law or equity.
  - 12. Walver. Lender may waive any default without waiving any other subsequent or prior default by Mortgagor.
  - 13. Power of Sale. In the event of foreclosure, Lender may sell the Property at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statute.
- 14. Assignment of Rents and Leases. Mortgagor assigns and transfers to Lender, as additional security for the Obligations, all rents which become or remain due or are paid under any agreement or lease for the use or occupancy of any part or all of the Property. Until the occurrence of an event of default under this Mortgage or any Obligation, Mortgagor has the right to collect the rents, issues and profits from the Property, but upon the occurrence of such an event of default, and the giving of notice by Lender to Mortgagor declaring giving Mortgagor any notice and opportunity to perform required by law, notify any or all fenants to pay all such rents directly to Lender. All such payments shall be entitled to such rents, issues and profits and may, after manner as Lender determines to payments required under this Mortgago and the Obligations. This assignment shall be entorceable and Lender shall be entitled to take any action to receiver or possession of the Property.
- 15. Receiver, Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Lender under II, without regard to the adequacy of inadequacy of the Property as security for the Obligations, Mortgagor agrees that the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.
- 16. Foreclosure Without Deficiency Judgment. If the Property is a one-to-four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagor agrees to the provisions of 1846.101, Wis. Stats, and as the same may be amended or renumbered from time to lime, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one-to-four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or a tax exempt charitable organization, Mortgagor agrees to the provisions of 1846.103, Wis. Stats, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.
- 17. Expenses. To the extent not prohibited by law, Mortgagor shall pay all reasonable costs and expenses before and after judgment, including without limitation, attorneys' fees, fees and expenses for environmental assessments, inspections and audits, and fees and expenses for obtaining title evidence incurred by Lender in protecting or enforcing its under this Mortgage.
  - 18. Severability, invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision,
- 19. Successors and Assigns. The obligations of all Mortgagors are joint and several. This Mortgage benefits Lender, its successors and assigns, and binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns.
- 20. Entire Agreement. This Mortgage is intended by the Mortgagor and Lender as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Mortgage. No parol evidence of any nature shall be used to supplement or modify any terms.

December 22, 2000

Real Estate Description Attachment

### LEGAL DESCRIPTION

That part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East, described as follows: Commence at a point on the West line of Section 24 located North 01° 45' 43" West 198.51 feet from the West 1/4 corner of said Section; thence North 81° 38' 51" East 244.26 feet; thence North 08° 21' 09" West 141.22 feet to the North line of the former Chicago, Milwaukee, St. Paul & Pacific Railroad right of way; thence North 81° 38' 51" East 195.00 feet along said North line to the point of beginning of this description; thence North 81° 38' 51" East 155.00 feet along said North line; thence South 08° 21' 03" East 123.73 feet to a point on the North line of 21st Street and a point on a curve of Northerly convexity whose radius is 468.16 feet and whose chord bears South 75° 24' 47" West 155.92 feet; thence Westerly 156.65 feet along the arc of said curve and North line of said street; thence North 08° 21' 03" West 140.30 feet to the point of beginning. Said land being in the City of Racine, Racine County, Wisconsin.

The following is for informational purposes only: Address: 6006 21st Street Tax Key No. Part of 23926000 28.6

DOCUMENT # 2257714
RACINE COUNTY REGISTER OF DEEDS
August 10, 2010 9:52 AM

### **MODIFICATION OF MORTGAGE**

DOCUMENT NUMBER:

ر. ^{وو}

JAMES A LADWIG RACINE COUNTY REGISTER OF DEEDS Fee Amount: \$30.00 PACES: 3

Comes A. Faburg

RETURN ADDRESS: Johnson Bank 555 Main Street, Suite 340 Racine, WI 53403

PARCEL I.D. NUMBER: Part of 23926000



*00000000411677-201074006302010

THIS MODIFICATION OF MORTGAGE dated June 30, 2010, is made and executed between SEKAO, INC., whose address is 1616 OAKES ROAD, RACINE, WI 53406 (referred to below as "Grantor") and JOHNSON BANK, whose address is 555 MAIN STREET, SUITE 250, RACINE, WI 53403 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 22, 2000 (the "Mortgage") which has been recorded in Racine County, State of Wisconsin, as follows:

Document No. 1753550 Vol. 3102 Pg. 259-261.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Racine County, State of Wisconsin: See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 6006 21st Street, Racine, WI 53406. The Real Property tax identification number is Part of 23926000.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

This Modification of Mortgage is done to correct the Mortgagor's name to Sekao, Inc.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions. Grantor hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equit

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 30, 2010.

GRANTOR:

SEKAO, INC.

BY: Darbara Waltren BARBARA WALTMAN, SECRETARY OF SEKAO, INC.

LENDER:

JOHNSON BANK

Authorized Signer

This Modification of Mortgage was drafted by: Peggy Konleczko

54696

# MODIFICATION OF MORTGAGE (Continued)

Loan No: 411677-201

Page 2

Complete either Auth	entication Section or Acknowledgment Section
	ALTERITION TION
	AUTHENTICATION 20
Signature(s) of SEKAO, INC. authenlicated this	day of, 20
Title: Member State Bar of Wisconsin or	
authorized under Section 706.06, Wis. Stats.	
CORPOR	ATE ACKNOWLEDGMENT
STATE OF WISCONSIN	3
	) SS
COUNTY OF RACINE	)
In a executed the Modification of Mortgage and acknown comporation, by authority of its Bylaws or by resolution o stated that he or she is authorized to execute this Modific By Susan E. LANDSH [Type or Print Name]  Notary Public In and for the State of WISCONSIN	My commission expires 9/22/13
LENDE	R ACKNOWLEDGMENT
STATE OF	)
	) SS
COUNTY OF	}
On this day of	, 20, before me, the undersigned Notary Public and known to me to be the, authorized
personally appeared agent for JOHNSON BANK that executed the within a voluntary act and deed of JOHNSON BANK, duly authori	and known to me to be the, authorized and known to me to be the free and foregoing instrument and acknowledged said instrument to be the free and ized by JOHNSON BANK through its board of directors or otherwise, for the uses the or she is authorized to execute this said instrument and in fact executed this
Ву	Residing at
[Type or Print Name]	
Notary Public in and for the State of	My commission expires

### PARCEL II:

That part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East, described as follows: Commence at a point on the West line of Section 24 located North 01° 45′ 43" West 198.51 feet from the West 1/4 corner of said Section; thence North 81° 38′ 51" East 244.26 feet; thence North 08° 21′ 09" West 141.22 feet to the North line of the former Chicago, Milwauker, St. Paul & Pacific Railroad right of way; thence North 81° 38′ 51" East 195.00 feet along said North line to the point of beginning of this description; thence North 81° 38′ 51" East 155.00 feet along said North line; thence South 08′ 21′ 03" East 123.73 feet to a point on the North line of 21st Street and a point on a curve of Northerly convexity whose radius is 468.16 feet and whose chord bears South 75′ 24′ 47" West 155.92 feet; thence Westerly 156.65 feet along the arc of said curve and North line of said street; thence North 08′ 21′ 03" West 140.38 feet to the point of beginning. Said land being in the City of Racine, Racine County, Wisconsin.

The following is for informational purposes only: Address: 6006 21st Street Tax Key No. Part of 23926000

(AB)

### AFFIDAVIT OF CORRECTION

JAMES A LADWIG RACINE COUNTY AFFIANT, Peggy Konieczko for Johnson Bank, hereby swears or affirms that a certain document recorded on the 10th day of August, 2010 in Volume REGISTER OF DEEDS Document No. 2257714 which was recorded in Racine County, State of Wisconsin, Fee Amount: \$30.00 Pages: 2 contained the following error: The Modification of Mortgage referenced the wrong Document and Volume Number AFFIANT makes this Affidavit for the purpose of correcting the above document as follows: Recording Data Name & Return Address The Modification of Mortgage should reference the Original Mortgage executed by Johnson Bank Sekao, Inc. recorded as Document No. 1753559, Volume 3103, Page 259-261 Attn: Commercial Lending 555 Main Street, Suite 340 Racine, Wisconsin 53403 AFFIANT is the (check one): Drafter of the document being corrected Part of 23926000 Owner of the property described in the document being corrected. Parcel Identification Number (PIN)  $\Box$ Other (explain: The original document  $\square$  is  $\boxtimes$  is not attached to this Affidavit (if original document is not attached, please attach legal description). anna K. Van Ocker L. Van Acker, Commercial Loans Supervisor State of Wisconsin ) § County of Racine Subscribed and sworn to (or affirmed) before me this 8th day of September, 2010. Grantor: Sekao, Inc. Grantee: Johnson Bank *Théresa R. Rooney Notary Public, State of Wisconsin My Commission (expires) (is): July 24, 2011. THIS INSTRUMENT WAS DRAFTED BY: Peggy Konieczko for Johnson Bank 411677 No return is required with respect to an affidavit of correction described under s. 59.43(l)(w), Wis. Stats.

RACINE COUNTY REGISTER OF DE October 04. 2010 4:02 PM

^{*}Names of persons signing in any capacity must be typed or printed below their signature.

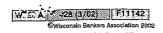
### Real Estate Description Attachment

### LEGAL DESCRIPTION

That part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East, described as follows: Commence at a point on the West line of Section 24 located North 01° 45' 43" West 198.51 feet from the West 1/4 corner of said Section; thence North 81° 38' 51" East 244.26 feet; thence North 08° 21' 09" West 141.22 feet to the North line of the former Chicago, Milwaukee, St. Paul & Pacific Railroad right of way; thence North 81° 38' 51" East 195.00 feet along said North line to the point of beginning of this description; thence North 81° 38' 51" East 155.00 feet along said North line; thence South 08° 21' 03" East 123.73 feet to a point on the North line of 21st Street and a point on a curve of Northerly convexity whose radius is 468.16 feet and whose chord bears South 75° 24' 47" West 155.92 feet; thence Westerly 156.65 feet along the arc of said curve and North line of said street; thence North 08° 21' 03" West 140.30 feet to the point of beginning. Said land being in the City of Racine, Racine County, Wisconsin.

The following is for informational purposes only: Address: 6006 21st Street

Tax Key No. Part of 23926000





## 1867286

REAL ESTATE MORTGAGE (For Consumer or Business Mortgage Transactions)

Sekao, Inc. , ("Mortga	MARK A. LAUD	
whether one or more) mortgages, conveys, assigns, grants a security interest in and wa to Johnson Bank, 555 Main Street, Racine, WI 53403	- DEUXIER HENDLEDS	် ယ ≪
	der")	0,0
in consideration of the sum of <u>EIGHT_HUNDRED_THOUSAND_AND_NO/100</u>	- 15	9
(\$_800,000.00), loaned or to be loaned to <u>Sekao, Inc.</u>	Recording Area	φ φ
("Borrower," whether one or m	ore), Name and Return Address	8
evidenced by Borrower's note(s) or agreement dated <u>December 2, 2002</u>	Johnson Bank	Ä,
he real estate described below, together with all privileges, hereditaments, easements appurtenances, all rents, leases, Issues and profits, all claims, awards and payments mans are suft of the exercise of the right of eminent domain, and all existing and fur improvements and fixtures (all called the "Property") to secure the Obligations describes aragraph 5 on the reverse side, including but not limited to repayment of the sum st	and 555 Main Street sure Suite 340 din Racine, WI 53403	ਰ 
bove plus certain future advances made by Lender.  1. Description of Property. (This Property is not the homestead of Mortgages (is) (is not)	part of 23926000/— 23916000 Parcel Identifier No.	
f		
1		
• •		
:	• • •	
<ul> <li>☑ If checked here, description continues or appears on attached sheet.</li> <li>☐ If checked here, this Mortgage is a construction mortgage.</li> <li>☐ If checked here, Condominium Rider is attached.</li> <li>2. Title. Mortgagor warrants title to the Property, excepting only restrictions and earners.</li> </ul>	sements of record, municipal and voning ordinances	ourrent toyon and
assessments not yet due and $\underline{n/a}$	sements of record, municipal and zoning ordinances,	current taxes and
3. Escrow, Interest will be paid on escrowed funds if an escroy	v is required under paragraph 8(a) on the reverse side	
4. Additional Provisions. Mortgagor agrees to the Additional Provisions on the review the undersigned acknowledges receipt of an exact copy of this Mortgage.	, ,	s.
(b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIG! (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAIL ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.	N. D BALANCE DUE UNDER THIS AGREEMENT AND	YOU MAY BE.
Signed and Sealed DECEMBER 2, 2002		
Sekao, Inc. (SEAL)		
A Wisconsin Corporation		
(Type of Organization)		
By: Dalaca Waltman (SEAL)		(SEAL)
By:(SEAL)		(SEAL)
By:(SEAL)		(SEAL)
	-	_ , ,
AUTHENTICATION OR	ACKNOWLEDGEMENT	
Cianatures of	OF WISCONSIN	ss.
County	of Racine	.5
	strument was acknowledged before me cn <u>DECEMBER</u> urbara Waltman	2, 2002 ,
thenticated this day of	(Name(s) of persons(s))	
as Se	amata m.	
	(Type of authority; e.g., officer, trustee, etc., if any)	
	(Name of party on behalf of whom instrument was executed, if	any)
uthorized under \$706.06, Wis. Stats.  This instrument was drafted by	Sindry M. Schul	
	Mendy M Schulz	
•	Public, Wisconsin	

REGISTER'S OFFICE RACINE COUNTY, WI

2002 DEC -5 PM 12: 56

RECORDED.

5. Mortgage as Security. This Mortgage secures prompt payment to Lender of (a) the sum stated in the first paragraph of this Mortgage, plus interest and charges according to the lerms of the promissory notes or agreement of Borrower to Lender identified on the reverse side, and any extensions, renewals or modifications signed by any Borrower of such promissory notes or agreement, (b) to the extent not prohibited by the Wisconsin Consumer Act (i) any additional sums which are in the futur; loaned by Lender to any Mortgage, and (ii) all other additional sums which are in the futur should be purposed in documents evidencing the transaction to be secured by this Mortgage, and (ii) all other additional sums which are in the future loaned by Lender to any Mortgagor, to any Mortgagor, (c) all interest and charges, and (d) to the extent not prohibited by law, all costs and expenses of collection or enforcement (all called the "Obligations"). This Mortgage also secures the performance of all covenants, conditions and agreements contained in this Mortgage. Unless otherwise required by law, Lender will satisfy this Mortgage upon request by Mortgagor if (a) the Obligations have been paid according to their terms, (b) any commitment to make future advances secured by this Mortgage, and (d) all other payments required under this Mortgage and the Obligations and all other terms, conditions, covenants, and agreements contained in this Mortgage, and (d) all other payments required under this Mortgage and the Obligations have been paid and performed.

6. Taxes. To the extent not paid to Lender under paragraph 8(a), Mortgagor shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, or against Lender upon this Mortgage or the Obligations or other debt secured by this Mortgage, upon Lender's interest in the Property, and deliver to Lender receipts showing timely payment.

7. Insurance. Mortgagor shall keep the Improvements on the Property insured against direct loss or damage occasioned by fire, flood, extended coverage peris and such other hazards as Lender may require, through insurers approved by Lender, in amounts, without co-insurance, not less than the unpaid balance of the Obligations or the full replacement value, whichever is less, and shall pay the premiums when due. The policies shall contain the standard mortgagee, and loss payee clause in favor of Lender and, unless Lender otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Lender. Subject to Lender's approvat, Borrower is free to select the insurance agen or insurer through which insurance is obtained. Mortgagor shall promptly give notice of loss to insurance companies and Lender. All proceeds from such insurance shall be applied, at Lender's option, to the installments of the Obligations in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the improvements on the Property. In the event of foreclosure of this Mortgage or other transfer of little to the Property, in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance then in force shall pass to line purchases or grantee. If Mortgagor falls to keep any required insurance on the Property, Lender may purchase such insurance for Mortgagor, such insurance may be acquired by Lender solely to protect the Interest of the Lender (it will not cover Mortgagor's equity in the Property), and Mortgagor's obligation to repay Lender shall be in accordance with Section 10.

ഗ

8. Mortgagor's Covenants. Mortgagor covenants:

(a) Escrow. If an escrow is required by Lender, to pay Lender sufficient funds, at such times as Lender designates, to pay when due (1) the estimated annual real estate taxes and assessments on the Property, (2) atli property and hazard insurance premiums, (3) flood insurance premiums, if any, (4) if payments owed under the Obligations are guaranteed by mortgage guaranty insurance, the premiums necessary to pay for such insurance, and (5) other items agreed to be included in the escrow. Lender may, at any time, collect and hold such escrow funds in a mount not to exceed the maximum amount at ler der for a federally related mortgage toan may require for Mortgagor's escrow account under the federal Real Estate Settlement Procedures Act of 1974, as amended from time to time. Lender may estimate the amount of escrow funds due on the basts of current data and reasonable estimates of future expenditures of future escroy account funds or as otherwise required by applicable law. Lender shall apply the escrowed funds against taxes, assessments and insurance premiums when due or as otherwise required by law. Escrowed funds may be commingled with Lender's general funds. If the escrowed funds held by Lender exceed the amount permitted to be held by applicable law. If the escrowed funds held by Lender or as otherwise required by applicable law. If the escrowed funds held by Lender or as otherwise required by applicable law. If the escrowed funds held by Lender or as otherwise required by applicable law. If the escrowed funds held by Lender or as otherwise required by applicable law. If the escrowed funds held by Lender or as otherwise required by applicable law. If the escrowed funds held by Lender or as otherwise required by applicable law. If the escrowed funds held by Lender or as otherwise required by applicable law; the decreased in a manner determined by Lender or as otherwise required by applicable law;

(b) Condition and Repair. To keep the Property in good and lenanta

Liens. To keep the Property free from liens and encumbrances superior to the lien of this Mortgage and not described in paragraph 2 on the reverse side;

Other Mortgages. To perform all of Mortgagor's obligations and duties under any other mortgage or security agreement on the Property and any obligation to pay secured by such a mortgage or security agreement;

Waste. Not to commit waste or permit waste to be committed upon the Property;

waste, Not to commit waste to be committed upon the Property;

Conveyance. Not to sell, assign, lease, mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Property, or permit the same to occur
without the prior written consent of Lender and, without notice to Mortgagor, Lender may deal with any transferee as to his interest in the same manner as with
Mortgagor, without in any way discharging the liability of Mortgagor under this Mortgage or the Obligations;
Alteration or Removal. Not to remove, demolish or materially after any part of the Property, without Lender's prior written consent, except Mortgagor may remove a
fixture, provided the fixture is promptly replaced with another fixture of at least equal utility;

Condemnation. To pay to Lender all compensation received for the taking of the Property, or any part, by condemnation proceeding (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Lender determines to rebuilding of the Property or to the Obligations in the inverse order of their maturities (without penalty for prepayment); inspection. Lender and its authorized representatives may enter the Property at reasonable times to inspect it, and at Lender's option to repair or restore the Property and to conduct environmental assessments and audits of the Property; or ordinances. To comply with all laws, ordinances and regulations affecting the Property; and

Subrogation. That Lender is subrogated to the flen of any mortgage or other lien discharged, in whole or in part, by the proceeds of the note(s) or agreement

9. Environmental Laws. Mortgagor represents, warrants and covenants to Lender (a) that during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or 'narner which if known to be present on, under, in or about the Property would require clean-up, removal or some other remedial action ("Hazardous Substance") under any 'ederal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) that Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) that, without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbesios, polyctilorinated biphrenyl components (PCBs) or underground storage tanks; (d) that there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor on any damages, penallies, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) that Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance (e) that Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance on any the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorneys' fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of, or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal or

10. Authority of Lender to Perform for Mortgagor. If Mortgagor fails to perform any of Mortgagor's duties set forth in this Mortgage, Lender may after giving Mortgagor any notice and opportunity to perform which are required by law, perform the duties or cause them to be performed, including without limitation signing Mortgagor's name or paying any amount so required, and the cost shall be due on demand and secured by this Mortgage at the highest rate stated in any document evidencing an Obligation, but not in excess of the maximum rate permitted by law, from the date of expenditure by Lender to the date of payment by Mortgagor.

11. Default; Acceleration; Remedies. If (a) there is a default under any Obligation secured by this Mortgage, or (b) Mortgagor fails timely to observe or perform any of Mortgagor's covenants or duties contained in this Mortgage, then, at the option of Lender each Obligation will become immediately payable-unless notice to Mortgagor or Borrower and an opportunity to cure are required by \$425.105, Wis. Stats., or the document evidencing the Obligation and, in that event, the Obligation will become payable if the default is not cured as provided in that statute or the document evidencing the Obligation or as otherwise provided by taw. If Lender exercises its option to accelerate, the unpaid principal and interest owed on the Obligation, together with all sums paid by Lender as authorized or required under this Mortgage or any Obligation, shall be collectible in a suit at law or by foreclosure of this Mortgage by action, or both, or by the exercise of any other remedy available at law or equity.

12. Walver. Lender may walve any default without waiving any other subsequent or prior default by Mortgagor,

13. Power of Sale. In the event of foreclosure, Lender may sell the Property at public sale and execute and deliver to the purchasers cleeds of conveyance pursuant to statute.

14. Assignment of Rents and Leases. Mortgagor assigns and transfers to Lender, as additional security for the Obligations, all rents which become or remain due or are paid under any agreement or lease for the use or occupancy of any part or all of the Property. Until the occurrence of an event of default under his Mortgagor or any Obligation, Mortgagor has the right to collect the rents, issues and profits from the Property, but upon the occurrence of such an event of default, and the giving of notice by Lender to Mortgagor last her right to collect the rents, issues and profits from the Property, but upon the occurrence of such an event of default, and the giving of notice by Lender to Mortgagor declaring that constructive possession of the Property is in Lender, Mortgagor's ileanes to collect the renthaled and Lender shall be entitled to such rents, issues and profits and may, after giving Mortgagor any notice and opportunity to perform required by law, notify any or all tenants to pay all such rents directly to Lender. All such payments shall be applied in such manner as Lender determines to payments required under this Mortgage and the Obligations. This assignment shall be enforceable and Lender shall be entitled to take any action to enforce the assignment (including notice to the tenants to pay directly to Lender or the commencement of a foreciosure action) without seeking or obtaining the appointment of a receiver or possession of the Property.

15. Receiver. Upon the commencement or during the pendency of an action to foreciose this Mortgage, or enforce any other remedies of Lender under it, without regard to the adequacy or inadequacy of the Property as security for the Obligations, Mortgagor agrees that the court may appoint a receiver of the Property (Including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the relatis, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.

16. Foreclosure Without Deficiency Judgment. If the Property is a one-to-four family residence that is owner-occupied at the commendencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagor agrees to the provisions of §846.101, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure/quent is entered. If the Property is other than a one-to-four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagor agrees to the profisions of \$846.103, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

17. Expenses To the extent not prohibited by law, Mortgagor shall pay all reasonable costs and expenses before and after judgment, including without limitation, attorneys' fees, tees and expenses for environmental assessments, inspections and audits, and fees and expenses for obtaining title evidence incurred by Lender in protecting or enforcing its rights under this Mortgage.

18. Severability, invalidity or unenforceability of any provision of this Mongage shall not affect the validity or enforceability of any other provision.

19. Successors and Assigns. The obligations of all Mortgagors are joint and several. This Mortgage benefits Lender, its successors and assigns, and binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns.

20. Entire Agreement. This Mortgage is intended by the Mortgagor and Lender as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Mortgage. No parol evidence of any nature shall be used to supplement or modify any terms.

MUST BE ATTACHED TO MORTGAGE OR RESA

3599

Johnson Bank Sekao, Inc.

Tax Key Number(s): Part of 23926000 and 23916000

December 2, 2002

Real Estate Description Attachment

### LEGAL DESCRIPTION

### PARCEL I:

That part of the Northwest 1/4 of Section 23, Township 3 North, Range 22 East, described as follows: Begin at a point on the North line of said Section 23 located North 89° 36' 28" East 833.55 feet from the Northwest corner of said Section; run thence North 89° 36' 28" East 421.23 feet to the West line of Oakes Road; thence South 10° 37' 06" East 205.93 feet along the West line of said road; thence South 01° 36' 45" East 113.75 feet along the West line of said road; thence South 88° 16' 14" West 339.00 feet; thence South 01° 36' 45" East 410.00 feet; thence South 88° 16' 14" West 681.04 feet to the top of the bank of the Pike Creek; continue thence South 88° 16' 14" West 25.00 feet, more or less, to the centerline of said creek; thence Northeasterly along the centerline of said creek to a point located South 89° 36' 28" West 37.00 feet, more or less, from the point of beginning; thence North 89° 36' 28" East 37.00 feet, more or less, to the point of beginning. Said land being in the City of Racine, Racine County, Wisconsin.

The following is for informational purposes only: Tax Key No. 23916000

### PARCEL II:

That part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East, described as follows: Commence at a point on the West line of Section 24 located North 01' 45' 43" West 198.51 feet from the West 1/4 corner of said Section; thence North 81' 38' 51" East 244.26 feet; thence North 08' 21' 09" West 141.22 fect to the North line of the former Chicago, Milwaukee, St. Paul & Pacific Railroad right of way; thence North 81° 38' 51" East 195.00 feet along said North line to the point of beginning of this description; thence North 81' 38' 51" East 155.00 feet along said North line; thence South 08' 21' 03" East 123.73 feet to a point on the North line of 21st Street and a point on a curve of Northerly convexity whose radius is 468.16 feet and whose chord bears South 75' 24' 47" West 155.92 feet; thence Westerly 156.65 feet along the arc of said curve and North line of said street; thence North 08' 21' 03" West 140.30 feet to the point of beginning. Said land being in the City of Racine, Racine County, Wisconsin.

The following is for informational purposes only: Address: 6006 21st Street Tax Key No. Part of 23926000



### Document Number PARTIAL RELEASE OF MORTGAGE

Ch. 32 Wis. Stats. LPA 3049 (DT1549) 99	1 11/1
The undersigned releases from the lien and operation of a mortgage ex	ecuted by Games L. Jackey
Sekao, Inc. (Borrower)	
To Johnson Bank (Lender)	This are despited
recorded in the office of the Register of Deeds of Racine  Wisconsin in Reel/Volume of Records/Mo	REGISTER OF DEEDS Fee Amount: \$13.00  County  rigages on
Image/Page as Document number 1867286	
only the following portion of the mortgaged real estate in the above-ider	This space is reserved for recording data
LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A INTEREST BY REFERENCE.	Return to The Highland Group 403 E. Main St., Suite One
	276-000023916000
The undersigned retains a lien upon the balance of the premises not prediction certifies that the undersigned has the right to release said mortgage.  January 10, 2007	reviously released that is described in said mortgage, and
(Date)	
CORPORATE ACKNOWLEDGEMENT	State of Wisconsin )
Johnson Bank (Carporation/Bank Name)	Racine County )
By: Jam (Officer Signature)	On the above date, this instrument was acknowledged before me by the named person(s).
Print Name, Title)	(Signature, Notary Public)
By: (Officer Signature)	Jean Menehan (Print or type name, Notary Public)
Neil Honsberger, Senior Vice President (Print Name, Title)	March 7, 2010 (Date Commission Expires)
Project # R04-0005-247 This instrument was drafte	d by the Village of Mt. Pleasant Parcel No. 4

SEP. 19,2007 AT 11:29AM

### DESCRIPTION FOR FEE SIMPLE ACQUISITION CITY OF RACINE RACINE COUNTY, WICSONSIN

Sekao, Inc. 1616 Oakes Road Racine, WI 53406

That part of the Northwest 1/4 of the Northwest 1/4 of Section 23, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin described as follows:

Lot 1 of Certified Survey Map No. 2828, recorded in the office of the Register of Deeds for Racine County, Wisconsin on February 2, 2007, in Volume 9, of Certified Survey Maps, at page 77 as Document No. 2119162.

ļ

DOCUMENT # 2295617 RACINE COUNTY REGISTER OF DEEDS September 29, 2011 9:50 AM

### ASSIGNMENT OF RENTS

DOCUMENT NUMBER:

TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00
Pages: 6

RETURN ADDRESS: Johnson Bank 555 Main Street, Suite 340 Racine, WI 53403

PARCEL I.D. NUMBER: Part of 23926000

36



*00000000411677-201011509152011

THIS ASSIGNMENT OF RENTS dated September 15, 2011, is made and executed between SEKAO, INC., whose address is 1616 OAKES ROAD, RACINE, WI 53406 (referred to below as "Grantor") and JOHNSON BANK, whose address is 555 MAIN STREET, SUITE 250, RACINE, WI 53403 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Racine County, State of Wisconsin:

See Exhibit A, which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 6006 21st Street, Racine, WI. The Property tax identification number is Part of 23926000.

CROSS-COLLATERALIZATION. In addition to the Note, this Assignment secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

REVOLVING LINE OF CREDIT. This Assignment secures the indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Note.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority, acting alone, to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings inaccessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the coststhereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Wisconsin and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's

### ASSIGNMENT OF RENTS (Continued)

Loan No: 411677-201

name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by itt, however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness it All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Grantor fails to make any payment when due under the Indebtedness:

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filling of or to effect discharge of any lien.

Default in Favor of Third Parties. Any guarantor or Grantor defaults under any loan, extension of credit; security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of any guarantor's or Grantor's property or ability to perform their respective obligations under this Assignment or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf, or made by Guarantor, or any other guarantor, endorser, surety, or accommodation party, under this Assignment or the Related Documents in connection with the obtaining of the Indebtedness evidenced by the Note or any security document directly or indirectly securing repayment of the Note is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Execution; Attachment. Any execution or attachment is levied against the Property, and such execution or attachment is not set aside, discharged or stayed within thirty (30) days after the same is levied.

Change In Zoning or Public Restriction. Any change in any zoning ordinance or regulation or any other public restriction is enacted, adopted or implemented, that limits or defines the uses which may be made of the Property such that the present or intended use of the Property, as specified in the Related Documents, would be in violation of such zoning ordinance or regulation or public restriction, as changed.

Default Under Other Lien Documents. A default occurs under any other mortgage, deed of trust or security agreement covering all or any portion of the Property.

Judgment. Unless adequately covered by insurance in the opinion of Lender, the entry of a final judgment for the payment of money involving more than ten thousand dollars (\$10,000.00) against Grantor and the failure by Grantor to discharge the same, or cause it to be discharged, or bonded off to Lender's satisfaction, within thirty (30) days from the date of the order, decree or process under which or pursuant to which such judgment was entered.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor, or any other guarantor, endorser, surety, or accommodation party of any of the indebtedness or any Guarantor, or any other guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse

Loan No: 411677-201

Page 3

instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness or as the court may direct. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Wisconsin without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Wisconsin.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of RACINE County, State of Wisconsin.

Merger. There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Non-Liability of Lender. The relationship between Grantor and Lender created by this Assignment is strictly a debtor and creditor relationship and not fiduciary in nature, nor is the relationship to be construed as creating any partnership or joint venture between Lender and Grantor. Grantor is exercising Grantor's own judgment with respect to Grantor's business. All information supplied to Lender is for Lender's protection only and no other party is entitled to rely on such information. There is no duty for Lender's review, inspect, supervise or inform Grantor of any matter with respect to Grantor's business. Lender and Grantor intend that Lender may reasonably rely on all information supplied by Grantor to Lender, together with all representations and warranties given by Grantor to Lender, without investigation or confirmation by Lender and that any investigation or failure to investigate will not diminish Lender's right to so rely.

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender Informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Sole Discretion of Lender. Whenever Lender's consent or approval is required under this Assignment, the decision as to whether or not to consent or approve shall be in the sole and exclusive discretion of Lender and Lender's decision shall be final and conclusive.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR

### Page 4

ASSIGNMENT OF RENTS
01 (Continued)

Loan No: 411677-201

GRANTOR:

authorized under Section 706.06, Wis. Stats.

JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSICNMENT.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means SEKAO, INC..

Default. The word "Default" means the Default set forth in this Assignment in the section titled "Default".

Event of Default. The words "Event of Default" mean individually, collectively, and interchangeably any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means SEKAO, INC...

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness, and, in each case, Grantor's successors, assigns, heirs, personal representatives, executors and administrators of any guarantor, surety, or accommodation party.

Guaranty. The word "Guaranty" means the guaranty from Guarantor, or any other guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note, including all principal and accrued interest thereon, together with all other liabilities, costs and expenses for which Borrower is responsible under this Agreement or any of the Related Documents. In addition, the word "Indebtedness" includes all other obligations, debts and liabilities, plus any accrued interest thereon, owing by Borrower, or any one or more of them, to Lender of any kind or character, now existing or hereafter arising, as well as all present and future claims by Lender against Borrower, or any one or more of them, and all renewals, extensions, modifications, substitutions and rearrangements of any of the foregoing; whether such Indebtedness arises by note, draft, acceptance, guaranty, endorsement, letter of credit, assignment, overdraft, indemnity agreement or otherwise; whether such Indebtedness is voluntary or involuntary, due or not due, direct or indirect, absolute or contingent, liquidated or unliquidated; whether Borrower may be liable individually or jointly with others; whether Borrower may be liable primarily or secondarily or as debtor, maker, co-maker, drawer, endorser, guarantor, surety, accommodation party or otherwise.

Lender. The word "Lender" means JOHNSON BANK, its successors and assigns.

Note. The word "Note" means any and all promissory notes which evidence Borrower's Loans in favor of Lender, as well as any amendment, modification, renewal or replacement thereof, and (ii) the amount of the Lender's participation in the outstanding balances under any Lender sponsored credit card program to which Borrower subscribes.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON SEPTEMBER 15; 2011.

SEKAO, INC.

BY BANDAUA WALTMAN, SECRETARY of SEKAO, INC.

This ASSIGNMENT OF RENTS was drafted by: Peggy Konleczko

Complete either Authentication Section or Acknowledgment Section

AUTHENTICATION

Signature(s) of SEKAO, INC. authenticated this _______ day of ______.

Title: Member State Bar of Wisconsin or

Loan No: 411677-201

### ASSIGNMENT OF RENTS (Continued)

Page 5

CORPORATE ACKNOWLEDGMENT
STATE OF Wisconsin,
) SS
COUNTY OF RACINE
On this 23 V. day of Assignment 20, before me, the undersigned Notary Public personally appeared BARBARA WALTMAN, SECRETARY of SEKAO, INC., and known to me to be an authorized agent of the corporation that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the corporation.  By Residling at / COUNT OF Print Name]
Notary Public in and for the State of Wisconsin My commission expires 10/28/12
LASER PRO Lending, Ver. 5.57.00.004 Copr. Harland Financial Solutions, Inc. 1997, 2011. All Rights Reserved WI C:\CF\LPL\G14.FC TR-77090 PR-24

### PARCEL (1)

That part of the Northwest 14 of Section 24, Township 3 North, Range 22 East, described as follows: Commence at a point on the West line of Section 24 located North 01 45 43" West 198.51 feet from the West 1% carner of said Section; theore North 81" 38' 51" East 244,26 feet; thence neet from the West 146 corner of said Nections theore North 81' 38' 51" bast ceet, shorte 98' 11' 69" West 141.72 feet to the North line of the former Chicago, Milwankes, St. Paul & North 98' 11' 69" West 141.72 feet to the North line of the former Chicago, Milwankes, St. Paul & North 181' 38' 51" East 195.00 feet along said North line to the point of beginning of this description; thence North 81" 38" 51" East 155.00 feet along said North line; thence South 08' 21' 03" East 123.73 feet to a point on the North line of 21st Streat and a point on a curve of Northerly convexity whose radius is 468.16 feet and whose chord bears South 75 24' of Northerly convexity whose radius is 468.16 feet and whose chord bears South 75 24' 47" West 155.92 feet; thence Westerly 156.65 feet along the arc of said curve and North line of said stream thence North 08' 21' 03" West 140.30 feet to the point of beginning. Said land being in the City of Racine, Racine County, Wisconsin.

The following is for informational purposes only; Address; 6006 21st Street Tax Key No. Part of 23925000

### MEMORANDUM LF LEASE

(0+) THIS MEMORANDUM OF LEASE, entered into on_ _, 1990, BY AND BETWEEN:

MAL

SEKAO, INC., A Wisconsin Corporation, of 2000 Oakes Road, Racine, Wisconsin 53406, hereinafter LANDLORD, and WMCR CORPORATION, an Indiana Corporation, doing business under the corporate assumed name of KENTUCKY PRIED CHICKEN, whose address is P.O. Box 456, Alpena, MI hereinafter TENANT:

### WITNESSETH

WHEREAS, TENANT and LANDLORD, have entered into a LEASE dated november 1, 1989, and, WHEREAS, the parties desire to enter into this Memorandum of Lease to give record notice of existence of said Lease.

NOW THEREFORE, in consideration of the Premises and for other and good and valuable consideration, LANDLORD acknowledges and agrees that they have Leased to TENANT of the Lease dated November 1,1989, the following described premises situated in the County of Racine, and State of Wisconsin, to wit:

> That part of the Northwest % of Section 24, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin, described as follows: Commencing at a monument marking the West % corner of said Section 24; thence North 01°45'40' West 340.67 feet; thence North 81°38'5" East 905.15 feet to the point of beginning; thence continuing North 81°38'51" East 183.68 feet to the West line of State Trunk Highway 31 right-of-way and the arc of a curve of Westerly convexity whose radius is 16.430.22 feet and whose cord bears South whose radius is 16,430.22 feet and whose cord bears South 16°59'28" West 295.18 feet; thence Southerly along the arc of said curve 295.18 feet to the North line of 21st Street; thende North 73°14'15" West 166.00 feet along said North line; thence North 16°59'28" East 217.22 feet to the point of beginning. Said parcel contains 0.976 acres. Excepting therefrom a 25 fact x 25 foot easement in the southeast corner therefrom a 25 foot x 25 foot easement in the southeast corner

of said property for signage purposes.

TAX KEY NO: PART OF 23926 + Pt 23905
The purpose of this Memorandum of Lease is to give record notice to the existence of the aforesaid Lease.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Memorandum of Lease on the day and year first above written

EXECUTED BY LANDLORD IN THE PRESENCE OF:

LANDLORD:

SEAKO, INC. a
Wisconsin Corporation

GLENN OAKES

TENANT:

Its President

EXECUTED BY TENANT IN THE

PRESENCE OF:

TIMOTHY E HITZPATRICK, Its President TIMOTHY E

WMCR Corporation, an Indiana Corporation

R-33,681

' VOL 2016 PAGE 357

nay 31, 1990

206.35

		11
STATE OF	)	
	) ss.	
COUNTY OF	′ /	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
1 th The foregoing instru	ment was beknowledged b	efore me on / Mag
LANDLORD.	30, by the	
	$\cap \setminus$	1//
	puon	of Deeller
	•	Notary Public
	My commissi	County, Krews or expires: 11-25-90
	nj commissi	
and an undergon	•	
STATE OF MICHIGAN:	) \ 33.	
COUNTY OF ALPENA	)	
. The foregoing instru	ment was acknowledged b	erore me on 14th
$\forall r   \alpha \psi_{r}$ , 1990.	oy Timothy F. Fitzpatr	ick,
President of WMCR Corporation	i, Tenant.	-
	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	$d \sim k$
	1 Mary C	Min 107201 Notary Public
•	0	County,
:	My commissi	on expires:
		1
		Register's Office
The Anna Anatte	l. h.	Racine County, Wis. SS
This document was drefted atty Thomas R. Lewis	- my	Received for Record day of
atty Thomas R. Lewis		o'clock A.M. and recorded in Volume 201/
0		of kiles on page 3579
	,	1/2 1/2 358
•	arphi	Helin M. Schutten

Return to !! he

Register of Dende



Premises: 2090 S. Green Bay Road

Racine, Wisconsin

### ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE is made by WMCR CORPORATION, an Indiana corporation ("Assignor") whose address is 234 W. Chisholm, Alpena, MI 49707 in favor of WMCR ACQUISITION CORPORATION, a Delaware corporation ("Assignee") whose address is 1441 Gardiner Lane, Louisville, KY 40213.

### WITNESSETH:

Assignor is the tenant/subtenant under a lease agreement dated November 1, 1989 with Sekoa, Inc., of 200 Oakes Road, Racine, Wisconsin 53406, as landlord, with any leasehold improvements and fixtures located thereon, as more particularly described on Exhibit "A" attached hereto (the "Premises").

For value received and subject to the terms and conditions contained in the Asset Purchase Agreement by and between Kentucky Fried Chicken of California, Inc., whose rights have been assigned to Assignee, and Assignor dated March 23, 1992 (the "Agreement"), Assignor does hereby sell, assign and transfer to Assignee, and Assignee does hereby accept all of Assignor's right, title and interest in the Premises, the Lease and any security deposit or other deposit thereunder, and subject to the terms and conditions of the Agreement, Assignee does hereby assume all obligations of Assignor as tenant under the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment this 29 day of Leam becomes, 1992.

WMCR CORPORATION, an Indiana corporation

E. Fitzpatrick

WMCR ACQUISITION CORPORATION,

a Delaware corporation

2 C n

Drafted By: ⊢ James B. Frakie 200 Monroe Avenue, Suite 300 Grand Rapids, MI 49503

R-38729

VOL 2220 FAGE 91

### EXHIBIT "A"

That part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East, described as follows: Commencing at a monument marking the West 1/4 corner of said Section 24; thence North 01° 45′ 40″ West 340.67 feet; thence North 81° 38′ 51″ East 905.15 feet to the point of beginning; thence continuing North 18° 38′ 51″ East 183.68 feet to the West line of State Trunk Highway 31 right-of-way and the arc of a curve of Westerly convexity whose radius is 16,430.22 feet and whose chord bears South 16° 59′ 28″ West 295.18 feet; thence Southerly along the arc of said curve 295.18 feet to the North line of 21st Street; thence North 73° 14′ 15″ West 166.00 feet along said North line; thence North 16° 59′ 28″ East 217.22 feet to the point of beginning. Excepting therefrom a 25 foot X 25 foot easement in the Southeast corner of said property for signage purposes. Said land being in the City of Racine, County of Racine, State of Wisconsin.

Tax Keys: Part of 23905 and Part of 23926

Property Address: 2090 Green Bay Road

Return to K-B BOX3 ASB

RECORDED SET S CALLED SS RECORDED

'93 JAN 14 A11:57

VOI 220 PAGE 91-92 Language HE GISTER DEEDS

12

VOL 2220 PAGE 92

# 449024DOCUMENT #

VOL PAGE

2731 030-032

REGISTER'S OFFICE RACINE COUNTY, WI

KF000:0KF53 010998:1:88398:Lou2 LS MEMORANDUM RACINE

RECORDED

98 MAR -3 PM 2: 57

Drafted By, Recording Requested By and When Recorded Mail to:

MARK A. LADD REGISTER OF DEEDS

ATHERTON CAPITAL INCORPORATED
3033 Excelsior Boulevard, Suite 300
Minneapolis, MN 55416
Attention: Sandra L. Spangler

14/

(Space above this line for Recorder's Use)

### MEMORANDUM OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, SEKAO, INC., a Wisconsin corporation, fee owner of the below described Premises, as lessor (hereinafter the "Landlord") and WMCR CORPORATION, an Indiana corporation, as lessee (hereinafter the "Original Tenant"), entered into a written lease dated November 1, 1989 (hereinafter the "Lease") whereunder and whereby Landlord did lease, rent and demise unto said lessee the property described in Exhibit A attached hereto, all of which is hereinafter referred to as the "Premises."

WHEREAS, Original Tenant assigned all of its right, title and interest as lessee under the Lease to WMCR ACQUISITION CORPORATION n/k/a WMCR CORPORATION, a Delaware corporation ("Tenant") pursuant to that certain Assignment of Lease dated December 29, 1992 and recorded in Volume 2220, Page 91 in the Office of the Register of Racine County, Wisconsin.

WHEREAS, Landlord presently leases to Tenant the Premises TO HAVE AND TO HOLD upon Tenant's paying the Rent and other charges provided for and observing the covenants and conditions set forth in the Lease, for a term of twenty (20) years, commencing on November 1, 1989, with two 10-year renewal options.

NOW, THEREFORE, this Memorandum of Lease is executed by the undersigned parties with the intention that the same shall be filed for the record in the Office of the Register of the County of Racine, State of Wisconsin, to give notice of the existence of Tenant's leasehold estate under the Lease in and to the Premises.

VOL PAGE 2731 031

KF000:0KF53 010998:1:88398:Lou2 LS MEMORANDUM RACINE

IN WITNESS WHEREOF, the undersigned parties have each caused this Memorandum of Lease to be executed as of the day of February, 1998. LANDLORD: SEKAO, INC., a Wisconsin corporation Attest: Title: TENANT: WMCR CORPORATION f/k/a WMCR ACQUISITION CORPORATION a Delaware ocorporation Attest:_ Title: ss. COUNTY OF RACINE The foregoing instrument was acknowledged before me this PRESIDENT of SEKAO, INC., a Wisconsin corporation, on PRESIDENT of SE behalf of the corporation. Notary Public My commission expires: 10/28/01 SS. COUNTY OF The foregoing instrument was acknowledged before me this day of brown, 1998, by R. Scott Sop, of WMCR CORPORATION, f/k/a WMCR ACQUISITION CORPORATION, a Delaware corporation on behalf of the corporation. Public My/commission expires: 1/2/23

VOL PAGE 2731 032

KF000:0KF53 010998:1:88398:Lou2 LS MEMORANDUM RACINE

### EXHIBIT "A"

That part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East, described as follows: Commencing at a monument marking the West 1/4 corner of said Section 24; thence North 01° 45′ 40″ West 340.67 feet; thence North 81° 38′ 51″ East 905.15 feet to the point of beginning; thence continuing North 18° 38′ 51″ East 183.68 feet to the West line of State Trunk Highway 31 right-of-way and the arc of a curve of Westerly convexity whose radius is 16,430.22 feet and whose chord bears South 16° 59′ 28″ West 295.18 feet; thence Southerly along the arc of said curve 295.18 feet to the North line of 21st Street; thence North 73° 14′ 15″ West 166.00 feet along said North line; thence North 16° 59′ 28″ East 217.22 feet to the point of beginning. Excepting therefrom a 25 foot X 25 foot easement in the Southeast corner of said property for signage purposes. Said land being in the City of Racine, County of Racine, State of Wisconsin.

Tax Key#: Part-of-23905 and Part of 23926

Property Address: 2090 Green Bay Road

DDCUMENT #

Assignment of Lease

VOL 2731

PAGE

033 - REGISTER'S OFFICE COUNTY, WI .

RECORDED.

98 MAR - 3 PH 2: 57

MARK A. LADD REGISTER OF DEEDS

16

Recording Area

Name and Return Address
Kathleen O. McKune, Esq.
Stites & Harbison
400 W. Market St., Suite 1800
Louisville, KY 40202-3352

see attached

Parcel Identification Number (PIN)

This information must be completed by submitter: <u>the unsent file, name A return address</u>, and <u>PIN</u> (I required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. <u>Note:</u> Use of this cover page adds one page to your document and <u>12.00 to the recording fee.</u> Wisconsin Statuter, 59.517. WRDA 2786



VOL PAGE 2731 034

Premises: 2090 S. Green Bay Road Racine, Wisconsin

### ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE is made by WMCR CORPORATION, f/k/a WMCR ACQUISITION CORPORATION, a Delaware corporation, whose address is 1441 Gardiner Lane, Louisville, KY 40213 ("Assignor") in favor of FITZPATRICK ACQUISITIONS, LLC, d/b/a WMCR Co., a Michigan limited liability company ("Assignee") whose address is 234 W. Chisholm, 2nd Floor, P.O. Box 456, Alpena, MI 49707.

### WITNESSETH:

Assignor is the tenant/subtenant under a lease agreement dated November 1, 1989 with Sekoa, Inc., of 200 Oakes Road, Racine, Wisconsin 53406, as landlord (the "Lease"), with any leasehold improvements and fixtures located thereon, as more particularly described on Exhibit "A" attached hereto (the "Premises").

For value received Assignor does hereby sell, assign and transfer to Assignee, and Assignee does hereby accept all of Assignor's right, title and interest in the Premises, the Lease and any security deposit or other deposit thereunder. Assignee does hereby assume all obligations of Assignor as tenant under the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment this <u>26</u>, day of <u>February</u>, 1998.

Attest: Atturn Camilion
Heather M. Hamilton

WMCR CORPORATION f/k/a WMCR ACQUISITION CORPORATION a Delaware corporation

Title: Attorney-in-fact

FITZPATRICK ACQUISITIONS, LLC d/b/a WMCR Co., a Michigan limited

liability company

Attest:

Heather M. Hamilton

mi e

Title:

Drafted By:

Kathleen O. McKune, Esq. STITES & HARBISON

400 West Market Street

Suite 1800

Louisville, Kentucky 40202-3352

(502) 587-3400

KP00010KF53		VUL,	PAGE
021799:2:88241:LOUZ LEASE ASON RACINE		2731	035
STATE OF Michigan	_		
COUNTY OF Kent	₿,		
The foregoing instrumen  26th day of February , 199  Attorney-in-Fact of WMCR CORPORATION, a Delaware corporation	8, by <u>Michael</u> CORPORATION.	f/k/a WMCR alf of the dnuce	ACQUISITION corporation.
STATE OF Michigan ) COUNTY OF Kent )	· •		. ,
The foregoing instrument  26th day of February , 19  President of FITZP  Co., a Michigan limited liabi  limited liability company.	98 by <u>Timothy</u> ATRICK ACOUIS	E. Fitzpatri ITIONS, blo on behalf of	ck d/b/a WMCR f the

KF000:0KF53 021798:2:89241:Lou2 LEASE ASON RACINE

VOL 2731 036

### EXHIBIT "A"

That part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East, described as follows: Commencing at a monument marking the West 1/4 corner of said Section 24; thence North 01° 45' 40" West 340.67 feet; thence North 81° 38' 51" East 905.15 feet to the point of beginning; thence continuing North 18° 38' 51" East 183.68 feet to the West line of State Trunk Highway 31 right-of-way and the arc of a curve of Westerly convexity whose radius is 16,430.22 feet and whose chord bears South 16° 59' 28" West 295.18 feet; thence Southerly along the arc of said curve 295.18 feet to the North line of 21st Street; thence North 73° 14' 15" West 166.00 feet along said North line; thence North 16° 14' 15" West 166.00 feet along said North line; thence North 16° 59' 28" East 217.22 feet to the point of beginning. Excepting therefrom a 25 foot X 25 foot easement in the Southeast corner of said property for signage purposes. Said land being in the City of Racine, County of Racine, State of Wisconsin.

Tax Keys: Part of 23905 and Part of 23926

Property Address: 2090 South Green Bay Road

- **	bad light	DOC # 2138757
Document Number	ASSIGNMENT AND ASSUMPTION OF LEASE  Document Title	JULY 06, 2007 AT 04:06PM
		JAMES A LADWIG RACINE COUNTY REGISTER OF DEEDS Fee Amount: \$17.00
		Recording Area  Name and Return Address:  Robert J. deJong, Esq. Rose & deJong, S.C. 16620 W. Bluemound Rd. Suite 500 Brookfield, WI 53005

### ASSIGNMENT AND ASSUMPTION OF LEASE

Fitzpatrick Acquisitions, LLC d/b/a WMCR Co., a Michigan limited liability company, whose address is 1035 W. Washington, Alpena, Michigan 49707 (Assignor), for valuable consideration, the receipt and sufficiency of which is acknowledged, transfers and assigns to H&K Partners, LLC, a Wisconsin limited liability company, whose address is 7840 W. Hicks St., Milwaukee, Wisconsin 53219 (Assignee), all of Assignor's rights and interest as tenant under a certain Lease dated May 10, 1990 (the "Lease") between Assignor and Sekao, Inc., a Wisconsin corporation, for the premises located at 2090 S. Green Bay Road, Racine, Wisconsin 53406.

Assignee accepts the assignment of the Lease and assumes and agrees to perform all of the obligations of Assignor to be performed under the Lease on and after the date of this Agreement.

Assignor and Assignee acknowledge and agree that the provisions of this instrument are subject to the provisions of the Asset Purchase Agreement between Assignor, WMCR Holding Company, LLC and Assignee dated March 26, 2007, as amended (the "Purchase Agreement"), all of which shall survive the execution and delivery of this instrument, including, without limitation, the indemnification obligations of Assignee and Assignor. In the event of conflict between this instrument and the Purchase Agreement, the Purchase Agreement shall control.

**ASSIGNEE** 

**ASSIGNOR** 

Fitzpatrick Acquisitions, LLC	H&K Partners, LLC
d/b/a/ WMCR/Cd. By: HV Jal	By: Water Josef
Timothy E. Pitzpatrick, President	Peter J. Helf, President
Dated: June <u>27</u> , 2007	Dated: June <u><b>37</b></u> , 200
<u>ACKNOWLEDGMENT</u>	
STATE OF WISCONSIN )	
)ss COUNTY OF WAUKESHA )	
Personally came before me this <u>at</u> day of <u>tone</u> , 2007 the above named <b>Timothy E. Fitzpatrick</b> , to me known to be the person who executed the foregoing instrument and acknowledged the same.	
Robert J. delong,	Notary Public State of w/ My Commission: permanent

STATE OF WISCONSIN )	
)ss COUNTY OF WAUKESHA )	
Personally came before me this enamed Peter J. Helf, to me known to instrument and acknowledged the same.	day of June, 2007 the above to be the person who executed the foregoing
	Notary Public, State of wl
	My Commission: permanent Robert J. de Jong
LANDLO	RD'S CONSENT
	er the Lease described above hereby consent to under the Lease from Fitzpatrick Acquisition,
Dated: June <u>29</u> , 2007	SEKAO, MC.  By: Sean Cakes
	Name: Glenn Oakes
	Title: President
STATE OF Wisconsin )ss COUNTY OF Racine )	
me known to be the person who executed	day of June, 2007 the above , <u>President</u> of Schao, Inc., to the foregoing instrument and acknowledged the
same.	Barbara & Claeltman  Notary Public, State of Wisconsin  My Commission: 3-6-11  Barbara E, Waltman
This document was drafted by: Robert J. deJong, Esq. Rose & deJong, S.C. 16620 W. Bluemound Rd. Suite 500 Brookfield, WI 53005	

### **EXHIBIT A**

#### UNIT No. K980-108

A TRACT OF LAND IN THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 22 EAST, IN THE CITY OF RACINE, COUNTY OF RACINE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION; THENCE NORTH 01°45'43" WEST FOR A DISTANCE OF 340.67 FEET, TO A POINT ON THE NORTH LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD RIGHT-OF-WAY; THENCE NORTH 81°38'56" EAST FOR A DISTANCE OF 227,95 FEET, ALONG SAID RAILROAD RIGHT-OF-WAY TO THE POINT OF BEGINNING; THENCE NORTH 81°38'56" EAST FOR A DISTANCE OF 860.88 FEET, ALONG SAID RAILROAD RIGHT-OF-WAY TO A POINT ON THE WEST LINE OF STATE TRUNK HIGHWAY "31"; THENCE SOUTH 16°59'23" WEST FOR A DISTANCE OF 109.54 FEET, ALONG SAID WEST LINE TO A POINT; THENCE SOUTH 81°38'56" WEST FOR A DISTANCE OF 814.00 FEET, ALONG THE SOUTH LINE OF SAID RAILROAD RIGHT-OF-WAY TO A POINT; THENCE NORTH 08°21'00" WEST FOR A DISTANCE OF 99.00 FEET, TO THE POINT OF BEGINNING.

PARCEL NO. 276000023926002

Address per tax roll: 2090 S. Green Bay Rd., Racine, WI.

* bad legal *

# MEMORANDUM OF LEASE

Document Title

Document #: 2489104

Date: 03-20-2018 Time: 12:29 PM Pages: 6 Fee: \$30.00 County: RACINE State: WI

Requesting Party: First American Title Insurance Company

Register of Deeds: TYSON FETTES
RACINE COUNTY REGISTER OF DEEDS

**The above recording information verifies this document has been electronically recorded and returned to First American Title Insurance Compa

Recording Area

Name and Return Address

Michael Y. Lin Carrington Coleman 901 Main Street, Suite 5500 Dallas, TX 75202

#### 276000023926002

Parcel Identification Number (PIN)

This document was drafted by:

Meredith Gordon Remigino

Wiggin and Dana LLP

Document Number

#### THIS PAGE IS PART OF THIS LEGAL DOCUMENT - DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

### MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is made and entered into as of the day of Max (), 2018, by and between SEKAO, INC., a Wisconsin corporation ("Landlord"), and MITRA MIDWEST OPERATIONS, LLC, a Texas limited liability company ("Tenant").

## WITNESSETH: That,

1. Pursuant to the terms of that certain Lease dated November 1, 1989, between Landlord and WMCR Corporation, as original tenant, predecessor in interest to Tenant, as assigned by recorded Assignment and Assumption of Lease dated June 27, 2007, from Fitzpatrick Acquisitions, LLC d/b/a WMCR Co. to H&K

Return address:

Michael Y. Lin Carrington Coleman 901 Main Street, Suite 5500 Dallas, TX 75202

> 276000023926002 Tax Parcel No.

Partners, LLC, a Wisconsin limited liability company ("H&K"), and amended by Amendment to Lease Agreement dated November 1, 2009 (as amended and assigned, the "Lease"), Landlord has leased to Tenant and Tenant has leased from Landlord, that certain real property (hereinafter referred to as the "Leased Premises") situated in the County of Racine, State of Wisconsin, and more particularly described on Exhibit "A" attached hereto and made a part hereof.

- 2. The initial term of the Lease commenced on or about November 1, 1989 and expires on or about October 31, 2019, subject to Tenant's option to extend the term for one (1) additional period of ten (10) years and subject to certain other conditions set forth in the Lease. The terms, covenants, conditions, limitations, and restrictions governing Tenant's occupancy of the Leased Premises are set forth in the Lease which by this reference is incorporated herein with the same force and effect as though herein set forth at length.
- 3. Pursuant to that certain Assignment and Assumption of Lease, dated December 19, 2017 (the "Assignment") by and between H&K and Tenant, the Lease was assigned to Tenant.
- 4. Landlord and Tenant have executed and delivered this Memorandum for the purpose of memorializing, of record, their mutual understandings regarding the Lease. All of the terms, covenants and conditions regarding the foregoing are more particularly set forth in the Lease. In the event of conflict between the terms and condition set forth in this Memorandum and the terms and conditions set forth in the Lease, the terms and conditions of the Lease shall govern and control.
- 5. The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed and incorporated herein by reference.

6. Counterpart originals may be assembled in order to make one complete copy of this Memorandum and the parties hereto agree that, so long as the contents of this Memorandum are the same.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease as of the date and year first above written.

### LANDLORD:

SEKAO, INC., a Wisconsin corporation

Ву:	Menna Cokes	
Name:	Glenn A. Oakes	
Title:	President	_

STATE OF_	Wisconsin	)
Racine	COUNTY	)

Personally came before me this 22 day of February, 2018, the above named Glenn A. Oakes, as President of SEKAO, INC., a Wisconsin corporation, to me known to be the person who executed the foregoing instrument on its behalf and acknowledged the same.

Notary Public Barbara E. Waltman My Commission: 03-11-19

# **TENANT**:

MITRA MIDWEST OPERATIONS, LLC, a Texas limited liability company

By: Name: PUSYPAKS Parel
Title: Mourouser

STATE OF TEXOS

Dallas county

Personally came before me this day of Mount, 2018, the above named of MITRA MIDWEST OPERATIONS, LLC, a Texas limited liability company, to me known to be the person who executed the foregoing instrument on its behalf and acknowledged the same.

SARAH JEAN WOJTOWICZ
Notary Public, State of Texas
Comm. Expires 06-04-2019
Notary ID 128635093

Notary Public My/Commission:

#### EXHIBIT "A"

#### Leased Premises

#### UNIT No. K980-108

A TRACT OF LAND IN THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 22 EAST, IN THE CITY OF RACINE, COUNTY OF RACINE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION; THENCE NORTH 01°45'43" WEST FOR A DISTANCE OF 340.67 FEET, TO A POINT ON THE NORTH LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD RIGHT-OF-WAY; THENCE NORTH \$1°38'56" EAST FOR A DISTANCE OF 227,95 FEET, ALONG SAID RAILROAD RIGHT-OF-WAY TO THE POINT OF BEGINNING; THENCE NORTH \$1°38'56" EAST FOR A DISTANCE OF 860.88 FEET, ALONG SAID RAILROAD RIGHT-OF-WAY TO A POINT ON THE WEST LINE OF STATE TRUNK HIGHWAY "31"; THENCE SOUTH 16°59'23" WEST FOR A DISTANCE OF 109.54 FEET, ALONG SAID WEST LINE TO A POINT; THENCE SOUTH \$1°38'56" WEST FOR A DISTANCE OF \$14.00 FEET, ALONG THE SOUTH LINE OF SAID RAILROAD RIGHT-OF-WAY TO A POINT; THENCE NORTH D8°21'00" WEST FOR A DISTANCE OF \$9.00 FEET, TO THE POINT OF BEGINNING.

PARCEL NO. 276000023926002 Address per tax rolk 2090 S. Green Bay Rd., Racine, WI.

VOL

PAGE

2443

_, 1995, is executed by May 3, 1995 This Memorandum of Lease, dated as of _____ SEKAO, INC., a Wisconsin Corporation, with a mailing address of 2000 Oakes Road, Racine, Wisconsin 53406 ("Lessor") and ASHLAND INC., a Kentucky corporation, acting through its division Valvoline Instant Oil Change, with an address for the purpose hereof of 301 East Main Street, Suite 1200, Lexington, Kentucky 40507 ("Lessee") under the following circumstances:

- Lessor is the owner of certain real property situated fronting 21st Street, Racine, À. Racine County, Wisconsin, which real property is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, by virtue of a deed recorded in the Racine County Recorder's Office in Deed Book 1797 Page 734 (the "Premises"): and
- Lessor and Lessee entered into a certain Lease Agreement executed by Lessor on May 12, 1994, and Rider to Lease Agreement ("Rider") attached thereto (the "Lease").
- C. Pursuant to Paragraph 22 of the Lease and Paragraph 1 of the Rider, Lessor and Lessee have agreed to execute, deliver and record this Memorandum of Lease.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto represent as follows:

- 1. Description of Leased Property. Pursuant to the provisions of the Lease, Lessor has leased to Lessee the Premises together with all buildings, improvements and appurtenances located on such Premises and all right, title and interest of Lessor in and to all roads and ways bounding or included in such land, and together with all personal property, if any, located on such land.
- Term of Lease. The Initial Term of the Lease shall commence on the earlier (a) the date Lessee is issued a final Certificate of Occupancy for the Premises or (b) the date Lessee opens for business (the "Commencement Date") and shall continue for a period of fifteen (15) years unless earlier terminated. Lessee has the right to renew the Lease for four (4) additional consecutive Extended Terms of five (5) years each.
- 3. Right of First Refusal, (a) Lessor covenants and agrees that in the event Lessor desires to sell the Premises or any part thereof while the Lease remains in effect, Lessor shall require any prospective purchaser to submit a written, bona fide bid and shall notify Lessee in writing of Lessor's intention to sell at the price, and on the terms and conditions, contained in such bid, and shall furnish Lessee with a true copy thereof. Lessee, for a period of thirty (30) days from receipt of such notice, shall have the right to exercise Lessee's right of first refusal for the purchase of Lessor's entire interest upon the same terms and conditions as contained in such bid. In the event Lessee does not exercise such right to purchase, then during the period of sixty (60) days immediately following expiration of Lessee's right of first refusal, Lessor shall have the right to sell the Premises to such prospective purchaser upon the terms and conditions quoted in such bid subject to the Lease; provided, however, if Lessor does not sell its entire interest within such sixty (60) days, then Lessee's right of first refusal shall continue in full force and effect and Lessor shall not sell the Premises

Vern: Anyoassaden Title

1.1

روار در افساح

without resubmitting the proposed bid for Lessee's right of first refusal. Lessee's right of first refusal shall likewise apply to any subsequent sale of the Premises by Lessor's purchaser, and Lessor shall require any purchaser hereunder to acknowledge and agree to this right of first refusal.

- (b) If Lessor desires to sell any part of the Premises in connection with the sale of other property now or hereinafter owned by Lessor, Lessee may exercise its right of first refusal with respect to the Premises without the inclusion of such other property at a price equal to the product of the purchase price for the total property being sold multiplied by that ratio reasonably calculated to reflect the market value of the Premises to the market value of the total property being sold.
- 4. <u>Notices.</u> The Lease provides that any notice or other communication required or permitted by the Lease must be in writing and will be deemed to be validly given for all purposes when deposited, postage prepaid, in registered or certified United States mail, return receipt requested addressed to the party for whom such notice is intended. The addresses of Lessor and Lessee for purposes of the Lease, until such further notice has been given, of a different address or addresses as provided by the Lease, are as follows:

Lessor:

SEKAO, INC. 2000 Oakes Road

Racine, Wisconsin 53406

Lessee:

Ashland Inc., acting through its division

Valvoline Instant Oil Change 301 East Main Street, Suite 1200 Lexington, Kentucky 40507

- 5. <u>Severability.</u> If any section, subsection, term or provision of this Memorandum of Lease or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Section, subsection, term or provision of this Memorandum of Lease or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining Section, subsection, term or provision of this Memorandum of Lease shall be valid and enforceable to the fullest extent permitted by law.
- 6. <u>Captions.</u> The captions of Sections are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such Sections.
- 7. Evidence of Lease. The purpose of this instrument is to evidence of record the Lease. Third parties are hereby put on notice of the interests of Lessee in the Premises, the terms and conditions of which are more specifically set forth in the Lease.
- 8. <u>Counterparts.</u> This Memorandum of Lease may be executed in one or more counterparts by either or both of the parties hereto, each of which when executed and delivered shall be deemed an original and all of which when taken together shall constitute but one and the same Memorandum of Lease.

2484

290.

VOL

PAGE

2443 898

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Memorandum of Lease to be executed as of the date first above written.

WITNESSES:	LESSOR:
	SEKAO, DIC.
Woln Selles	By: Sleun Coken
Sugar Calle	Title:
Notary Commission Expires 9/27/98	LESSEE:
	ASHLAND INC., acting through its division Valvoline Instant Oil Change
(Main Shisse	By: 1/emeta Buch
Mary Lou Bloan	Ditte: AHORNey-IN-Fact
	-
COMMONWEALTH OF KENTUCKY ) SS	
COUNTY OF FAYETTE )	
On this 5th day of <u>April</u> Konneth C. Buch, to me personal that he is the <u>A Horney M. Fact</u> Valvoline Instant Oil Change and that said Memocorporation, and said <u>Konneth C. Duch</u> the free act and deed of said corporation.	ly known, who, being by me duly sworn, did say of Ashland Inc., acting through its division brandum of Lease was signed on behalf of said
IN TESTIMONY WHEREOF, I have hereu County and Commonwealth aforesaid, the day and	nto set my hand and affixed my official seal in the year first above written.
-n	Public
My Commission Expires:	MELANIE H. SENNETT dission expires February 22, 1998

	L. 7	40 05.	/
STATE OF	)		
COUNTY OF RACINE	) SS )		
On this <u>27</u> day of <u>April</u> to me personally known, who, being by me	duly sworn, did say that he	is the <i>ANGINA</i>	ent
of Sekao, Inc., that that said Memorandur said acknowledged sa said corporation.	n of Lease was signed on b	ehalf of said con	rporation, and
IN TESTIMONY WHEREOF, I ha	ear first above written.	1	cial seal in the
	Susan G. M. Notary Public	'elle	
My Commission Expires:9	27-98		
THIS DOCUMENT PREPARED BY:			
Michael F. Deaton, Attorney			

Valvoline Instant Oil Change, a division of

301 East Main Street, Suite 1200 Lexington, Kentucky 40507

Ashland Inc.

1845

PAGE 592

**PAGE** VOL 900 2443

RECORDED_

95 MAY -4 AM 11: 22

**EXHIBIT A** 

Legal Description

That part of the NW 1/4 of Section 24, T 3 N, R 22 E, in the City of Racine, Racine County, Wisconsin, bounded and described as follows: Commencing at an existing concrete monument marking the West 1/4 corner of said Section; thence North 01°45'40" West 198.51 ft. along the West line of said Section; thence North 81°38'51" East 244.26 ft. to a point; thence North 08°21'05" West 141.22 ft. to the North line of the abandoned Chicago, Minneapolis, St. Paul & Pacific Railroad right of way; thence North 81°38'51" East 500.00 ft. along said North line to an iron pipe set marking the point of beginning of this description; continuing thence North 81°38'51" East 177.20 ft. along said North line to an iron pipe set; thence South 16°59'23" West 217.22 ft. to an iron pipe set and the North line of 21st Street; thence North 73°14'15" West 69.46 ft. along said North line to an iron pipe set and the point of curvature of a curve to the left of Northerly convexity whose radius is 468.16 ft. and whose chord bears North 74°39'49" West 20.30 ft. to a point; thence Northwesterly 23.30 ft. along the arc of said curve and North line of 21st Street to an iron pipe set; thence North 08°21'09" West 157.47 ft. to the aforesaid iron pipe set marking the point of beginning.

Tax Parcel Number: Part of 23905 & Part of 23926

For Reference Only:

Address:

VACANT LAND (21ST STREET)

RACINE, WI

REGISTER'S OFFICE RACINE COUNTY, WI

RECORDED____ 95 OCT 25 AM 10: 39

MANKA LADD REGISTER OF DEEDS

I, Mark Ladd, Racine County Register of Deeds, do hereby certify that this is a true and correct copy of the original record on file in the Racine County Register of Deeds office, Racine, Wisconsin. herawith set my band and official seal this

VOL

PAGE

2443

896-900

17

This Memorandum of Lease, dated as of May 3, 1995, is executed by SEKAO, INC., a Wisconsin Corporation, with a mailing address of 2000 Oakes Road, Racine, Wisconsin 53406 ("Lessor") and ASHLAND INC., a Kentucky corporation, acting through its division Valvoline Instant Oil Change, with an address for the purpose hereof of 301 East Main Street, Suite 1200, Lexington, Kentucky 40507 ("Lessee") under the following circumstances:

- A. Lessor is the owner of certain real property situated fronting 21st Street, Racine, Racine County, Wisconsin, which real property is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, by virtue of a deed recorded in the Racine County Recorder's Office in Deed Book 1797 Page 734 (the "Premises"); and
- B. Lessor and Lessee entered into a certain Lease Agreement executed by Lessor on May 12, 1994, and Rider to Lease Agreement ("Rider") attached thereto (the "Lease").
- C. Pursuant to Paragraph 22 of the Lease and Paragraph 1 of the Rider, Lessor and Lessee have agreed to execute, deliver and record this Memorandum of Lease.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto represent as follows:

- 1. <u>Description of Leased Property</u>. Pursuant to the provisions of the Lease, Lessor has leased to Lessee the Premises together with all buildings, improvements and appurtenances located on such Premises and all right, title and interest of Lessor in and to all roads and ways bounding or included in such land, and together with all personal property, if any, located on such land.
- 2. <u>Term of Lease</u>. The Initial Term of the Lease shall commence on the earlier (a) the date Lessee is issued a final Certificate of Occupancy for the Premises or (b) the date Lessee opens for business (the "Commencement Date") and shall continue for a period of fifteen (15) years unless earlier terminated. Lessee has the right to renew the Lease for four (4) additional consecutive Extended Terms of five (5) years each.
- 3. Right of First Refusal. (a) Lessor covenants and agrees that in the event Lessor desires to sell the Premises or any part thereof while the Lease remains in effect, Lessor shall require any prospective purchaser to submit a written, bona fide bid and shall notify Lessee in writing of Lessor's intention to sell at the price, and on the terms and conditions, contained in such bid, and shall furnish Lessee with a true copy thereof. Lessee, for a period of thirty (30) days from receipt of such notice, shall have the right to exercise Lessee's right of first refusal for the purchase of Lessor's entire interest upon the same terms and conditions as contained in such bid. In the event Lessee does not exercise such right to purchase, then during the period of sixty (60) days immediately following expiration of Lessee's right of first refusal, Lessor shall have the right to sell the Premises to such prospective purchaser upon the terms and conditions quoted in such bid subject to the Lease; provided, however, if Lessor does not sell its entire interest within such sixty (60) days, then Lessee's right of first refusal shall continue in full force and effect and Lessor shall not sell the Premises

PAG 58

É

Vern: Ambassadin Title

: ₽

- 3

د) د اسر without resubmitting the proposed bid for Lessee's right of first refusal. Lessee's right of first refusal shall likewise apply to any subsequent sale of the Premises by Lessor's purchaser, and Lessor shall require any purchaser hereunder to acknowledge and agree to this right of first refusal.

- (b) If Lessor desires to sell any part of the Premises in connection with the sale of other property now or hereinafter owned by Lessor, Lessee may exercise its right of first refusal with respect to the Premises without the inclusion of such other property at a price equal to the product of the purchase price for the total property being sold multiplied by that ratio reasonably calculated to reflect the market value of the Premises to the market value of the total property being sold.
- 4. <u>Notices.</u> The Lease provides that any notice or other communication required or permitted by the Lease must be in writing and will be deemed to be validly given for all purposes when deposited, postage prepaid, in registered or certified United States mail, return receipt requested addressed to the party for whom such notice is intended. The addresses of Lessor and Lessee for purposes of the Lease, until such further notice has been given, of a different address or addresses as provided by the Lease, are as follows:

Lessor:

SEKAO, INC.

2000 Oakes Road

Racine, Wisconsin 53406

Lessee:

Ashland Inc., acting through its division

Valvoline Instant Oil Change 301 East Main Street, Suite 1200 Lexington, Kentucky 40507

- 5. <u>Severability.</u> If any section, subsection, term or provision of this Memorandum of Lease or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Section, subsection, term or provision of this Memorandum of Lease or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining Section, subsection, term or provision of this Memorandum of Lease shall be valid and enforceable to the fullest extent permitted by law.
- 6. <u>Captions.</u> The captions of Sections are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such Sections.
- 7. Evidence of Lease. The purpose of this instrument is to evidence of record the Lease. Third parties are hereby put on notice of the interests of Lessee in the Premises, the terms and conditions of which are more specifically set forth in the Lease.
- 8. <u>Counterparts.</u> This Memorandum of Lease may be executed in one or more counterparts by either or both of the parties hereto, each of which when executed and delivered shall be deemed an original and all of which when taken together shall constitute but one and the same Memorandum of Lease.

2484 70L

590

2443 898

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Memorandum of Lease to be executed as of the date first above written.

WITNESSES:	LESSOR:
000 / 00	SEKAO, IMC.
When Selles	By: Alleun Coken
Justing Chile	_ Title: Res .
Notary Commission Expires 9/27/98	LESSEE:
	ASHLAND INC., acting through its division Valvoline Instant Oil Change
Mani Shissa	By: 1/emeta Bul
Mary La Bloan	Title: AHORNey-IN-Fact
V	
•	
COMMONWEALTH OF KENTUCKY	)
COUNTY OF FAYETTE	) SS )
On this 5th day of _	personally known, who, being by me duly sworn, did say
that he is the <u>attorney-in-F</u>	<u>cet</u> of Ashland Inc., acting through its division
Valvoline Instant Oil Change and that sa corporation, and said Kounoth C. D.	id Memorandum of Lease was signed on behalf of said acknowledged said Memorandum of Lease to be
the free act and deed of said corporation.	would wronged bald had had all of 2000 to be
IN TESTIMONY WHEREOF, I ha County and Commonwealth aforesaid, the	ve hereunto set my hand and affixed my official seal in the day and year first above written.
•	Melanie H. Leanets
	Notary Public
My Commission Expires:	MELANIE H. SENNETT My commission expires February 22, 1998

VOL PAGE 2443 899

	44 * * *	
STATE OF	)	
COUNTY OF RACINE	) SS )	
On this _27_ day of _A	, 1995, before me appear	ed Glann Oubso Gr.
of Sekao, Inc., that that said Memo	by me duly sworn, did say that he is the randum of Lease was signed on behalf ged said Memorandum of Lease to be	f of said corporation, and
IN TESTIMONY WHEREO County and State aforesaid, the day	F, I have hereunto set my hand and affi and year first above written.	
	Susan G. Web Notary Public	le / s) s
My Commission Expires:	927.98	
THIS DOCUMENT PREPARED BY	Y:	, ; , ;

Michael F. Deaton, Attorney

Valvoline Instant Oil Change, a division of

Ashland Inc.

301 East Main Street, Suite 1200 Lexington, Kentucky 40507

94 GE

VOL PAGE 900 2443

RECORDED.

95 MAY -4 AM 11: 22

EXHIBIT A

Legal Description

That part of the NW 1/4 of Section 24, T 3 N, R 22 E, in the City of Racine, Racine County, Wisconsin, bounded and described as follows: Commencing at an existing concrete monument marking the West 1/4 corner of said Section; thence North 01°45'40" West 198.51 ft. along the West line of said Section; thence North 81°38'51" East 244.26 ft. to a point; thence North 08°21'05" West 141.22 ft. to the North line of the abandoned Chicago, Minneapolis, St. Paul & Pacific Railroad right of way; thence North 81°38'51" East 500.00 ft. along said North line to an iron pipe set marking the point of beginning of this description; continuing thence North 81°38'51" East 177.20 ft. along said North line to an iron pipe set; thence South 16°59'23" West 217.22 ft. to an iron pipe set and the North line of 21st Street; thence North 73°14'15" West 69.46 ft. along said North line to an iron pipe set and the point of curvature of a curve to the left of Northerly convexity whose radius is 468.16 ft. and whose chord bears North 74°39'49" West 20.30 ft. to a point; thence Northwesterly 23.30 ft. along the arc of said curve and North line of 21st Street to an iron pipe set; thence North 08°21'09" West 157.47 ft. to the aforesaid iron pipe set marking the point of beginning.

Tax Parcel Number: Part of 23905 & Part of 23926

For Reference Only:

Address:

VACANT LAND (21ST STREET) RACINE, WI

REGISTER'S OFFICE RACINE COUNTY, WI

RECORDED____

95 OCT 25 AM 10: 39

REGISTER OF DEEDS

I, Mark Ladd, Racine County Register of Deeds, do hereby certify that this is a true and correct copy of the original record on file in the Racine County Register of Deeds office, Racine, Wisconsin. herawith set my hand and official seal this

DOCUMENT # 1517034

# ASSIGNMENT OF LEASE 2481;

VOL PAGE 2484 594



THIS ASSIGNMENT is made effective the 3rd day of May, 1995, notwithstanding the actual date of filing or execution hereof, by and between ASHLAND INC., acting through its division, Valvoline Instant Oil Change, with a mailing address of 301 East Main Street, Suite 1200, Lexington, Kentucky 40507 (hereinafter called "Assignor") and FAYETTE FUNDING, LIMITED PARTNERSHIP, a Delaware limited partnership, with a mailing address of c/o ML Leasing Equipment Corp., North Tower, 27th Floor, World Financial Center, 250 Vesey Street, New York, New York, 10281-1327 (hereinafter called "Assignee").

#### WITNESSETH:

WHEREAS, Assignor is the Lessee under a certain Lease Agreement executed by Lessor on May 12, 1994, between SEKAO, INC. as Lessor, and Assignor, as Lessee a Memorandum of which was recorded May 4, 1995 in Book 2443, Page 896, in the County Clerk's Office of Racine County, Wisconsin with respect to certain real property located fronting 21st Street adjacent to Kentucky Fried Chicken (the "leased Premises"), which property is more particularly described in Exhibit A attached hereto; and

WHEREAS, Assignor desires to assign unto Assignee all its right, title and interest as Lessee in and under the Lease.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid by Assignee to Assignor, the receipt and adequacy of which are hereby acknowledged, the parties hereto do hereby agree as follows:

- Subject to paragraph 3 hereof, Assignor does hereby transfer, assign, and set over unto Assignee, its successors and assigns, all of its right, title and interest in and to the Lease.
- Assignor hereby represents and warrants to Assignee that, as of the date hereof, the
   Lease is in effect, has not been breached by Assignor, and is enforceable in accordance with its
   terms and conditions.
- 3. Assignee does hereby expressly assume and agree, from and after the date hereof, to perform all of Assignor's obligations, if any, arising under the said Lease provided, however, that Assignor shall remain concurrently liable for all such obligations, and provided further that Assignor does not assign but shall remain solely liable for, and Assignee does not assume, any obligation to indemnify Lessor or any other party under the Lease or to maintain the insurance

kip\leases\ai-fflp.aol

Rituri ambassada

VOL PAGE

2484 595

required by Paragraph 14 of the Lease, and provided further that Assignee's obligations under the Lease are intended to be and shall be the obligations of Assignee and of the corporation which is the general partner thereof only and that no recourse for the payment of any amount due under the Lease or for any claim based thereon or otherwise in respect thereof, shall be had against any limited partner of Assignee or any incorporator, shareholder, officer, director or affiliate, as such, past, present or future, of the corporation which is the general partner of Assignee or any corporate limited partner or of any successor corporation to such corporate general partner or to any corporate limited partner of Assignee, or against any direct or indirect parent corporation of such corporate general partner or of any limited partner of Assignee or any other subsidiary or affiliate of any such direct or indirect parent corporation or any incorporator, shareholder, officer or director, as such, past, present or future, of any such parent or other subsidiary or affiliate, it being understood that Assignee and the general partner thereof are a limited partnership and a corporation, respectively, formed for the purpose of the transactions involved in and relating to the Assignor's master lease program on the express understanding aforesaid. Nothing contained in this Paragraph 3 shall be construed to limit the exercise or enforcement, in accordance with the terms of this Assignment, of rights and remedies against the limited partnership or the corporate general partner of Assignee or the assets of the limited partnership or the corporate general partner of Assignee.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed as of the day and year first above written.

WITNESSES:	ASSIGNOR:
Mchail Dealor Bashelle Hancher	ASHLAND INC., acting through its division, Valvoline Instant Oil Change
Rachelle Umehan	Its: Prestident
WITNESSES:	ASSIGNEE:
	FAYETTE FUNDING, LIMITED PARTNERSHIP
Marian derine	By: White Capital, Inc., its General Partner  By: White A HARBITAVE  WICE PRESIDENT AND  ASSISTANT SECRETARY

VOL PAGE 2484 596

COMMONWEALTH OF KENTUCKY )
COUNTY OF FAYETTE ) SS
On this the day of
In witness whereof, I hereunto set my hand and official seal.
<u>Satherne</u> Rotation  Notary Public  My Commission Expires: 19/5/95
STATE OF NEW YORK )  OUNTY OF NEW YORK )
On this the 17th day of October , 1995, before me, Rebert N. Hodgard, the undersigned officer, personally appeared Marione A. Horogane, who acknowledged nimself/herself to be the Vice President of Fayette Capital, Inc., general partner of Fayette Funding, Limited Partnership, and that he/she, as such Vice President , being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Vice President.
In witness whereof I hereunto set my hand and official seal.
Notary Public
My Commission Expires:  No. 31-4987685  Qualified in New York County Commission Expires Oct. 21, 1995

This Instrument Prepared By:

Michael Deaton, Esq. 301 E. Main Street, Suite 1200 Lexington, Kentucky 40507

VOL PAGE 2484 597

#### EXHIBIT A

That parcel of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin, described as follows: Commence at the West 1/4 corner of said Section; run thence N01°45'40"W 198.51 feet along the West line of said Section; thence N81°38'51"E 244.26 feet; thence N08°21'05"W 141.22 feet to the North line of the abandoned Chicago, Minneapolis, St. Paul & Pacific Railroad right of way; thence N81°38'51"E 500.00 feet along said North line to the point of beginning of this description; run thence N81°38'51" E 177.20 feet along said North line; thence S16°59'23"W 217.22 feet to the North line of 21st Street; thence N73°14'15"W 69.46 feet along said North line to the point of curvature of a curve to the left of Northerly convexity whose radius is 468.16 feet and whose chord bears N74°39'49"W 20.30 feet; thence Northwesterly 23.30 feet along the arc of said curve and North line of 21st Street; thence N08°21'09"W 157.49 feet to the point of beginning.

Tax Parcel Number: Part of 23905 & Park of 23926

For Reference Only:

Address:

VACANT LAND (21ST STREET)

RACINE, WI

\b'

REGISTER'S OFFICE RACINE COUNTY, VI

95 OCT 25 AM 10: 40

MAIN A LADD REGISTER OF DEEDS V0L

PAGE

3180 102-68

REGISTER'S OFFICE RACINE COUNTY, W

RECORDED_

2001 MAY 17 PM 3: 40

HARK A.LADD REGISTER OF DEEDS

AFFIDAVIT

DOCUMENT NO.

Thomas P. DeMuth, being first duly sworn, deposes and says:

- . 1. That affiant is the legal counsel for Great Lakes Real Estate Company, Inc., an Illinois corporation. ("Great Lakes").
- 2. That Great Lakes entered into a Memorandum of Sublease Agreement (the "Memorandum") dated January 27, 2000 to evidence a sublease (the "Sublease") of certain land located at 5920 21st Street, Racine, Wisconsin, which is legally described on EXHIBIT A attached hereto and made a part hereof, wherein, Great Lakes is the Sublessee and Ashland, Inc., a Kentucky corporation, through its division Valvoline Instant Oil Change, is the Sublessor.
- 3. That the Memorandum was forwarded to a title insurance company on January 27, 2000 for recording in the office of the Register of Deeds for Racine County, Wisconsin; however the Memorandum was lost and was never placed of record with the Register of Deeds for Racine County.

022

THIS SPACE RESERVED FOR RECORDING DATA

Thomas P. DeMuth Godfrey & Kahn, S.C. 780 North Water Street Milwaukee, WI 53202

Part of 276-23905000 and 276-2392600

Parcel Identification Number

4. That a true, exact and complete copy of the Memorandum is attached hereto as EXHIBIT B.

This Affidavit is made and executed and is to be recorded in the office of the Register Deeds for Racine County, Wisconsin for the purpose of giving notice of the Memorandum and the Sublease and the rights of the parties thereunder.

Thomas, P. DeMuth

Personally came before me this \( \frac{140}{200} \) day of May, 2001, the above-named Thomas P.

DeMuth to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notady Public, State of Wisconsin Winn A. Brown
My commission: 1/12/03

VOL PAGE 3180 103

This instrument was drafted by Thomas P. DeMuth Godfrey & Kahn, S.C. 780 N. Water St. Milwaukee, WI 53202

MW515644_1.DOC

01-66

5920 21st. Street Racine, WI

### **EXHIBIT A**

That part of the NW ½ of Section 24, T 3 N, R22 E, in the City of Racine, Racine County, Wisconsin, bounded and described as follows: Commencing at an existing concrete monument marking the West ½ corner of said Section; thence North 01°45′40" West 198.51 ft. along the West line of said Section; thence North 81°38′51" East 244.26 ft. to a point; thence North 08°21′05" West 141.22 ft. to the North line of the abandoned Chicago, Minneapolis, St. Paul & Pacific Railroad right of way; thence North 81°38′51" East 500.00 ft. along said North line to an iron pipe set marking the point of beginning of this description; continuing thence North 81°38′51" East 177.20 ft. along said North line to an iron pipe set; thence South 16°59′23" West 217.22 ft. to an iron pipe set and the North line of 21st Street; thence North 73°14′15" West 69.46 ft. along said North line to an iron pipe set and the point of curvature of a curve to the left of Northerly convexity whose radius is 468.16 ft. and whose chord bears North 74°39′49" West 20.30 ft. to a point; thence North 08°21′09" West 157.47 ft. to the aforesaid iron pipe set marking the point of beginning.

## EXHIBIT B

# MEMORANDUM OF SUBLEASE AGREEMENT

This Memorandum of Sublease Agreement, dated as of January 2000, is executed by ASHLAND INC., a Kentucky corporation, through its division Valvoline Instant Oil Change, with a mailing address of 3499 Blazer Parkway, Lexington, Kentucky 40512 ("Sublessor"), and GREAT LAKES REALTY COMPANY, INC., an Illinois corporation, with a mailing address of 720 Main Street, Mukwonago, Wisconsin 53149 ("Sublessee"), under the following circumstances:

WHEREAS, Sublessor and Sublessee are parties to that certain Sublease Agreement dated 2000, (the "Sublease") whereby Sublessee, as tenant, leases property located at 5920 21st Street, Racine, Wisconsin, as described on Exhibit A attached hereto and incorporated herein by reference (the "Leased Premises"), from Sublessor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto represent as follows:

- Pursuant to the provisions of the Sublease, Sublessor has leased to Sublessee the Leased Premises, together with all buildings, improvements and appurtenances located on such Leased Premises.
- 2. The term of the Sublease commences on January 2, 2000, and continues until May 2, 2010. Sublessor has the right to extend the Sublease for four (4) additional five (5) year renewal terms. In addition, Sublessor has agreed to exercise one (1) of the aforementioned five (5) year renewal terms.
- 3. Sublessor shall immediately furnish to Sublessee a copy of all notices and all other similar correspondence received by Sublessor from Lessor. Any notice to be given hereunder shall be in writing, addressed to the party at the address stated below and shall be (i) delivered in person to the receiving party by the other party, his agent or a professional courier service, (ii) sent by United States certified or registered mail, postage prepaid, return receipt requested, or (iii) sent by telecopy to the receiving party at the telecopy phone number stated below. Any such notice shall be deemed effective upon the earlier of the actual receipt of the notice or (i) if address who is apparently authorized to accept deliveries, (ii) if sent by United States certified or registered mail, then one day after such notice or election is deposited with the United States Postal Service, or (iii) if sent by telecopy, then at the time sent and confirmed by the sender's transmitted copy of such notice.

Sublessee:

Great Lakes Real Estate Company, Inc.

W 229 N2573 Duplainville Road

Post Office Box 1385

Waukesha, Wisconsin 53187-1385

Attention: John Theisen Fax No.: 262/524-7950

VOL PAGE 3180 106

With a copy to:

Godfrey & Kahn, S.C.

780 North Water Street

Milwaukee, Wisconsin 53020 Attention: Thomas P. DeMuth

Fax No.: 414/273-5198

Sublessor:

Valvoline Instant Oil Change

3499 Blazer Parkway

Lexington, Kentucky 40509

Attention: Development Department

Fax No.: 606/357-7049

With a copy to:

The Valvoline Company

3499 Blazer Parkway

Lexington, Kentucky 40509 Attention: Law Department Fax No.: 606/357-7147

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Sublease to be executed effective as of the date first above written.

SUBLESSOR:

ASHLAND INC., by and through its division VALVOLINE INSTANT OIL CHANGE

Bv:

Title

SUBLESSEE:

GREAT LAKES REAL ESTATE COMPANY,

INC.

Rv

John WiTheisen

Title:

this President

COMMONWEALTH OF Kentucky
)SS: COUNTY OF
On
WITNESS my hand and official seal.  With Sharp Public in and for said Jouhn and State  My Commission expires: 4003
STATE OF: <u>Wisconsin</u> ) )SS: COUNTY OF <u>Milwawkeo</u>
on January alo , 2000, before me appeared John W. Thuison , to me known, who, being by me duly swom, did say that he/she is the <u>Vice President</u> on <u>Great Lakes Peat Estate Company De</u> , and that he/she executed the within and foregoing instrument with authority, as the <u>Vice President</u> on behalf of <u>Great Lakes Peat Estate Company De</u> and that he/she acknowledged said instrument to be the free act and deed of said <u>Vice President</u> .
WITNESS my hand and official seal.  Sun a. Brown  Notary Public in and for said County and State  Lynn A. Brown
My Commission expires: 1/12/03
This instrument prepared by:
Jeny L. Kelly, Esquire
Valvoline Instant Oil Change, a division of Ashland Inc.
3499 Blazer Parkway
Lexington, Kentucky 40509

01-66

5920 21st. Street Racine, WI

#### EXHIBIT A

That part of the NW ½ of Section 24, T 3 N, R22 E, in the City of Racine, Racine County, Wisconsin, bounded and described as follows: Commencing at an existing concrete monument marking the West ½ corner of said Section; thence North 01°45′40″ West 198.51 ft. along the West line of said Section; thence North 81°38′51″ East 244.26 ft. to a point; thence North 08°21′05″ West 141.22 ft. to the North line of the abandoned Chicago, Minneapolis, St. Paul & Pacific Railroad right of way; thence North 81°38′51″ East 500.00 ft. along said North line to an iron pipe set marking the point of beginning of this description; continuing thence North 81°38′51″ East 177.20 ft. along said North line to an iron pipe set; thence South 16°59′23″ West 217.22 ft. to an iron pipe set and the North line of 21st Street; thence North 73°14′15″ West 69.46 ft. along said North line to an iron pipe set and the point of curvature of a curve to the left of Northerly convexity whose radius is 468.16 ft. and whose chord bears North 74°39′49″ West 20.30 ft. to a point; thence Northwesterly 23.30 ft. along the arc of said curve and North line of 21st Street to an iron pipe set; thence North 08°21′09″ West 157.47 ft. to the aforesaid iron pipe set marking the point of beginning.

DOCUMENT # 1772515

VOL PAGE 3180 109-115

REGISTER'S OFFICE RACINE COUNTY, WI

AFFIDAVIT REGARDING MISSING DOCUMENT

RECORDED____

2001 MAY 17 PM 3: 41

MARK A. LADD REGISTER OF DEEDS

22

RETURN TO: Ashland Inc. P.O. Box 14000 Lexington, KY 40512

PIN Part of 276-000023905000 and 276-00002392600

# AFFIDAVIT REGARDING MISSING DOCUMENT

STATE OF WISCONSIN)
)ss. MILWAUKEE COUNTY)
I, Joyce E. Gagliano, being first duly sworn, states as follows:
<ol> <li>I am an employee of First American Title Insurance Company in Milwaukee, Wisconsin.</li> </ol>
<ol> <li>Attached hereto is a true and correct copy of a Assignment and Assumption of Lease, between FAYETTE FUNDING, LIMITED PARTNERSHIP, a Delaware limited partnership and ASHLAND INC., a Kentucky corporation, dated December 20, 1999.</li> </ol>
<ol> <li>The original of this document was forwarded to First American Title Insurance Company for recording. However, it was either never received or misplaced and therefore not properly recorded.</li> </ol>
4. The purpose of this Affidavit is to place a copy of this document of record in Racine County, Wisconsin.
<ol> <li>The real property to which this Affidavit and misplaced document pertains is described on Exhibit A attached hereto.</li> </ol>
Dated at Milwaukee, Wisconsin, this 16th day of May, 2001.
Joyce E. Gagliano
Personally came before me this / bh day of \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
named louce Expaling to me known to bothe person who executed the
foregoing Affidavit and acknowledged the same.
and Tudan GREET
(Print Name) Sara LLindgren
Notary Public, Milwaukee County, State of Wisconson OBLIC
(Print Name) Sara LLindgren  Notary Public, Milwautee County, State of Wisconsin.  My commission (expires) (is permanent):

This Instrument drafted by: Attorney James Marlin

VOL PAGE

# ASSIGNMENT AND ASSUMPTION OF LEASE

Unit Premises #1-66 Racine, WI

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment"), dated as of Alexandra 1999, is executed by and between FAYETTE FUNDING, LIMITED PARTNERSHIP, a Delaware limited partnership, having an address of c/o ML Leasing Equipment Corp., World Financial Center, North Tower – 27th Floor, 250 Vesey Street, New York, New York 10281-1327 ("Assignor"), and ASHLAND INC., a Kentucky corporation, with a mailing address of P. O. Box 14000, Lexington, Kentucky 40509 ("Assignee").

RETURN DOCUMENT TO: Ashland Inc. P. O. Box 14000 Lexington, KY 40512

Part of 276-000023905000 and 276-00002392600
Parcel Identification Number

#### WITNESSETH:

WHEREAS, Assignor is the lessee under that certain Lease Agreement dated April 6, 1994 (the "Lease"), with respect to certain premises located at 5920 21st Street, Racine, Racine County, Wisconsin, and more particularly described on Exhibit A attached hereto; and

WHEREAS, a memorandum of the Lease was recorded on October 25, 1995 in Volume 2484, Page 896, as Document No. 1499367 in the Register of Deeds Office of Racine County, Wisconsin; and

WHEREAS, an assignment of the Lease to Assignor was recorded on October 25, 1995 in Volume 2484, Page 594, as Document No. 157034, in the Register of Deeds Office of Racine County, Wisconsin; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest as lessee in and to the Lease and Assignee wishes to assume such right, title and interest, all on the terms and conditions hereinafter set forth.

NOW, THEREFORE for good and valuable consideration, Assignor does hereby quitclaim, transfer, assign, and set over unto Assignee, its successors and assigns, without representation, warranty, or recourse of any kind whatsoever, all of Assignor's right, title and interest in and to the Lease, and Assignee hereby assumes and agrees, from and after the date hereof, to perform all of Assignor's obligations, if any, arising under the Lease.

Assignee acknowledges that Assignor and the general partner thereof are a special purpose limited partnership and corporation, respectively, formed for the purpose of the master lease program of Ashland Inc., and that, by its acceptance of this Assignment and as an inducement to Assignor to deliver such

VOL PAGE 3180 112

Assignment, Assignee agrees, for itself and its successors and assigns, as a covenant running with the land, that neither it nor they will look to Assignor or the general partner thereof in any manner in connnection with the property or the Lease being assigned hereby and Assignee, for itself and its successors and assigns, hereby releases Assignor, but not any other predecessor in title from any and all claims, whether now existing or hereafter arising, of any kind and character in connection with the property or Lease being assigned hereby, including, without limitation, any environmental matter or claim, any environmental cleanup, remediation, removal of any hazardous substances or any violation or purported violation of any environmental law, statute, regulation, order, decree, corrective action plan, or otherwise, whether now existing or hereafter enacted.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

FAYETTE FUNDING, LIMITED PARTNERSHIP, a Delaware limited Partnership

By: FAYETTE CAPITAL, INC.,
Its General Partner

its deficial raid

Зу: __

Frank J. CONL

Print Name

Title

ASHLAND INCA a Kentucky corporation

V By:

James J. O'Brien

Print Name V

Sr. Vice President

Title

STATE OF NEW YORK ) )SS
COUNTY OF NEW YORK )
BEFORE ME, a Notary Public in and for said State of New York, personally appeared the above named Fayette Capital, Inc., a Delaware corporation by <u>Frank T. Contex</u> , its Vice President, who acknowledged that he did sign the foregoing instrument and that the same is the free ac and deed of said corporation as general partner of Fayette Funding, Limited Partnership, and the free ac and deed of him personally and as such officer.
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at New York, New York, this 24th day of devember, 1999.  York, this 24th day of devember, 1999.  **CHERYL DAVIN MASON **NOTARY PUBLIC, State of New York No. 01MA501 19673  **Qualified in Queens County Commission Expires 1/20/2000
(Notarial Seal)  Checy Hasan  Notary Public
My Commission Expires:
COMMONWEALTH OF KENTUCKY )  (SS)  (COUNTY OF FAYETTE )
BEFORE ME, a Notary Public in and for said Commonwealth of Kentucky, personally appeared the above-named Ashland Inc., a Kentucky corporation by
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Lexington, Kentucky, this 20th day of December, 1999.
(Notarial Seal)  Notary Public  Notary Public
My Commission Expires:    Limba J. CLICK   Plottery Public, Kentucky, State At Large   My Commission Expires April 1, 2008

This Document Prepared By:

John Belbusti, Esquire Whitman Breed Abbott & Morgan LLP 200 Park Avenue New York, New York 10166

01-66

5920 21st. Street Racine, WI

#### **EXHIBIT A**

That part of the NW ¼ of Section 24, T 3 N, R22 E, in the City of Racine, Racine County, Wisconsin, bounded and described as follows: Commencing at an existing concrete monument marking the West ¼ corner of said Section; thence North 01°45′40″ West 198.51 ft. along the West line of said Section; thence North 81°38′51″ East 244.26 ft. to a point; thence North 08°21′05″ West 141.22 ft. to the North line of the abandoned Chicago, Minneapolis, St. Paul & Pacific Railroad right of way; thence North 81°38′51″ East 500.00 ft. along said North line to an iron pipe set marking the point of beginning of this description; continuing thence North 81°38′51″ East 177.20 ft. along said North line to an iron pipe set; thence South 16°59′23″ West 217.22 ft. to an iron pipe set and the North line of 21st Street; thence North 73°14′15″ West 69.46 ft. along said North line to an iron pipe set and the point of curvature of a curve to the left of Northerly convexity whose radius is 468.16 ft. and whose chord bears North 74°39′49″ West 20.30 ft. to a point; thence North 08°21′09″ West 157.47 ft. to the aforesaid iron pipe set marking the point of beginning.

DOCUMENT #

1819912

VOL

PAGE

3385

ASSIGNMENT AND ASSUMPTION

233-236

REGISTER'S OFFICE RACINE COUNTY, WI

RECORDED_

2002 MAR -6 PH 4: 22

REGISTER OF DEEDS

OF SUBLEASE DOCUMENT NO.

This Assignment and Assumption of Sublease is made and entered into as of this day of September, 2001, by and between Great Lakes Real Estate Company, Inc., an Illinois Corporation ("Assignor") and Great Lakes Real Estate Company II, L.L.C., a Wisconsin limited liability company ("Assignee").

#### WITNESSETH:

WHEREAS, Assignor is the subtenant pursuant to a certain Sublease ("Sublease") with Ashland, Inc., a Kentucky corporation, by and through its division, Valvoline Instant Oil Change, and successor in interest to Fayette Funding, Limited Partnership, dated January 27, 2000, for the premises ("Premises") described in the Sublease and Exhibit A attached hereto, a memorandum of which was recorded in the Racine County Register of Deeds office on May 14, 2001 as Document No. 172514; and

WHEREAS, Assignor, in order to clarify the prior conveyance, desires to transfer its right, title and interest in and to the Sublease to Assignee, and Assignee desires to assume all the obligations and covenants thereunder; and

THIS SPACE RESERVED FOR RECORDING DATA

Thomas P. DeMuth Godfrey & Kahn, S.C. 780 North Water Street Milwaukee, WI 53202

Parcel Identification Number

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby agree as set forth below.

- 1. Assignor, in order to clarify the prior conveyance, does hereby assign to Assignee all its right, title and interest in and to the Sublease.
- 2. Assignee hereby accepts such assignment and does hereby assume all of Assignor's right, title and interest in and to the Sublease and agrees to perform and observe all the obligations and covenants to be performed by the subtenant thereunder.
- 3. Assignor hereby agrees to indemnify and hold harmless Assignee from all claims, costs, liability, damage and expenses (including reasonable attorneys' fees and litigation expenses) arising out of, or relating to, any default on the part of Assignor under the Sublease prior to the date hereof. Assignee hereby agrees to indemnify and hold harmless Assignor from all claims, costs, liability, damage and expense (including reasonable attorneys' fees and litigation expenses arising out of, or relating to, any default under the Sublease arising from and after the date hereof.
- 4. The provisions of this Assignment shall inure to the benefit of and bind the parties hereto, their successors, personal representatives, successors and assigns.

3385 234

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day first above written.

#### ASSIGNOR:

GREAT LAKES REAL ESTATE COMPANY, INC.

By: Charley Boyamarchi, PRESIDENT

#### ASSIGNEE:

GREAT LAKES REAL ESTATE COMPANY II,

By: Ahhm

STATE OF	)
	) SS
COUNTY OF	)
to me known to be the	e me this day of, 2001, the above-named, of Great Lakes Real Estate Company, Inc., and the person strument on behalf of said limited liability company and
	Notary Public, State of Wisconsin
	My Commission:
STATE OF	) /
COUNTY OF	) \$8 
	me this day of, 2001, the above-named be of Great Lakes Real Estate Company II, L.L.C., and
the person who executed the fo acknowledged the same.	oregoing instrument on behalf of said limited liability company and
	Notary Public, State of

This instrument was drafted by: Thomas P. DeMuth Godfrey & Kahn, S.C. 780 North Water Street Milwaukee, Wisconsin 53202

MW551716_1.DOC

VOL PAGE 3385 235

#### AUTHENTICATION

Signature(s) of Choser J. Projancusci as President of Great Loles Ruotestale Congrey Dirauthenticated this, 8th day of October, 2001

* Hung. A. Droun

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, Notary Public authorized by §706.06, Wis. Stats.)

#### AUTHENTICATION

Signature(s) John W. Thoisen as Member of Great takes East 6 take Conjung IT, L.L.C. authenticated this Et day of October, 2001

* JUNN A. C. BROWN

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not Notein Public

(If not, <u>Notary Public</u> authorized by §706.06, Wis. Stats.)

MW556963_1.DOC

T

VOL PAGE 3385 236

5920 21st. Street Racine, WI

#### EXHIBIT A

That part of the NW ¼ of Section 24, T 3 N, R22 E, in the City of Racine, Racine County, Wisconsin, bounded and described as follows: Commencing at an existing concrete monument marking the West ½ corner of said Section; thence North 01°45′40″ West 198.51 ft. along the West line of said Section; thence North 81°38′51″ East 244.26 ft. to a point; thence North 08°21′05″ West 141.22 ft. to the North line of the abandoned Chicago, Minneapolis, St. Paul & Pacific Railroad right of way; thence North 81°38′51″ East 500.00 ft. along said North line to an iron pipe set marking the point of beginning of this description; continuing thence North 81°38′51″ East 177.20 ft. along said North line to an iron pipe set; thence South 16°59′23″ West 217.22 ft. to an iron pipe set and the North line of 21st Street; thence North 73°14′15″ West 69.46 ft. along said North line to an iron pipe set and the point of curvature of a curve to the left of Northerly convexity whose radius is 468.16 ft. and whose chord bears North 74°39′49″ West 20.30 ft. to a point; thence Northwesterly 23.30 ft. along the arc of said curve and North line of 21st Street to an iron pipe set; thence North 08°21′09″ West 157.47 ft. to the aforesaid iron pipe set marking the point of beginning.

1000166

# MEMORANDUM OF SUBLEASE ASSIGNMENT AGREEMENT

DOCUMENT NO.

THIS MEMORANDUM, dated this _____ day of November, 2004, is hereby made and entered into by and between GREAT LAKES REAL ESTATE COMPANY II, L.L.C. ("Assignor"), and GREAT LAKES QUICK LUBE LIMITED PARTNERSHIP ("Assignee").

#### WITNESSETH:

WHEREAS, Sekao, Inc. (the "Landlord"), as landlord, and Ashland Inc. ("Ashland"), as tenant, previously entered into a lease which covers certain real estate located in the City of Racine, Racine County, Wisconsin and described on the attached **Exhibit A** (the "Premises");

WHEREAS, Ashland, as sublandlord, and Assignor's predecessor in interest Great Lakes Real Estate Company, Inc., as subtenant, entered into a sublease of the Premises dated January 27, 2000 (the "Sublease"), a Memorandum of which was recorded in the Racine County Register of Deeds Office on May 17, 2001 in Volume 3180 of Records at Pages 102-108 as Document No. 1772514:

WHEREAS, Assignor has assigned and Assignee has assumed the subtenant's interest in the Sublease, and Landlord has previously consented to said assignment.

DOC # 2002323 (

Recorded

NOV. 17.2004 AT 11:25AM

Mal A Line

MARK LADD
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$17.00

THIS SPACE RESERVED FOR RECORDING DATA NAME AND RETURN ADDRESS

Randy Evans Krass Monroe, P.A. 8000 Norman Center Drive Suite 1000 Minneapolis, Minnesota 55437

17

Parcel Identification Number 276-0000-23-926-001

WHEREAS, Assignor and Assignee wish to place notice of the assignment of the Sublease on record.

NOW, THEREFORE, Assignor and Assignee hereby execute this Memorandum of Sublease Assignment Agreement for the purpose of evidencing Assignee's interest in the Premises.

This Memorandum of Sublease Assignment Agreement is subject in each and every respect to the terms, covenants and conditions contained in the Assignment Agreement (the "Agreement") by and between Assignor, Assignee, Landlord, and Ashland., effective as of October 26, 2004 and is executed by Assignor and Assignee with the understanding and agreement that nothing contained herein shall in any manner alter modify or vary the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed the foregoing document as of the day and year first above written.

# **ASSIGNOR:**

GREAT LAKES REAL ESTATE COMPANY II, L.L.C.

By:

Boiandwski, Manager

#### **ASSIGNEE:**

GREAT LAKES QUICK LUBE LIMITED **PARTNERSHIP** 

By: Great Lakes Petroleum, LLC, General Partner

STATE OF WISCONSIN

COUNTY OF Milwaulce

Personally came before me this 2004, the above-named Chester J. Bojanowski, to me known to be the Manager of Great Lakes Real Estate Company II, L.L.C. and to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public
My Commission: 10/12/2007

Hathleen M. TRough

[ACKNOWLEDGMENTS CONTINUE ON FOLLOWING PAGE]

STATE OF WISCONSIN	)
.0.	) SS
COUNTY OF Molwaskoe	)

Personally came before me this Qt day of November, 2004, the above-named Stephen Dulong, to me known to be a Member of Great Lakes Petroleum, LLC, the General Partner of Great Lakes Quick Lube Limited Partnership and to me known to be the person who executed the foregoing instrument and acknowledged the same.

Oyna U. Mour Notary Public Ynn A. Brown My Commission expires 1/7/07

This document was drafted by:

Thomas P. DeMuth Godfrey & Kahn, S.C. 780 North Water Street Milwaukee, Wisconsin 53202

MW877123_1 (5920 21st Street, Racine)

# EXHIBIT A

That part of the Northwest ¼ of Section 24, in Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin, described as follows:

commencing at the West ½ corner of said Section; run thence North 01° 45' 40" West 198.51 feet along the West line of said Section; thence North 81° 38' 51" East 244.26 feet; thence North 08° 21' 05" West 141.22 feet to the North line of the abandoned Chicago, Minneapolis, St. Paul & Pacific Railroad right of way; thence North 81° 38' 51" East 500.00 feet along said North line to the point of beginning of this description; run thence North 81° 38' 51" East 177.20 feet along said North line; thence South 16° 59' 23" West 217.22 feet to the North line of 21st Street; thence North 73° 14' 15" West 69.46 feet along said North line to the point of curvature of a curve to the left of Northerly convexity whose radius is 468.16 feet and whose chord bears North 74° 39' 49" West 20.30 feet; thence Northwesterly 23.30 feet along the arc of said curve and North line of 21st Street; thence North 08° 21' 09" West 157.47 feet to the point of beginning.

MW877123_1.DOC