

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

Refer Inquiries to: Mary K. Payne (mary@knightbarry.com)

Completed on:12/27/19 3:17 pm

Last Revised on:12/27/19 3:17 pm

Printed on:12/27/19 3:17 pm

Applicant InformationMigdalia 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: 11/26/2019 at 8:00 am

Owner(s) of record:Mt. Pleasant Evangelical Lutheran Church

Property address:1700 S. Green Bay Rd. (Parcel I) , Lands along S. Green Bay Rd. (Parcel II), Mt Pleasant, WI 53406 (Note: Please see included tax bill for mailing address.)

Legal description: See "Exhibit A" attached

Tax Key No: 151-03-22-24-011-000 (Parcel I) and 151-03-22-13-151-010 (Parcel II)

Mortgages / Leases / Land Contracts / UCC

Mortgage from Mt. Pleasant Evangelical Lutheran Church to Aid Association for Lutherans in the amount of \$1,200,000.00 dated August 8, 1997 and recorded August 15, 1997 in Volume 2665, Page 968 as Document No. 1590867. Along with 1st Amendment recorded August 13, 2004, as Document No. 1987875. Also along with 2nd Amendment recorded January 28, 2013, as Document No. 2342488.

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.

Easement Agreement and other matters contained in the instrument recorded July 5, 1973 in Volume 1187, Page 61 as Document No. 923921.

Resolution 3-98 Dissolving the Mount Pleasant Storm Drainage District and other matters contained in the instrument recorded April 27, 2009 as Document No. 2210698.

Easement and other matters contained in the Instrument recorded July 5, 1973 in Volume 1187, Page 68 as Document No. 923922.

Easement and other matters contained in the instrument recorded April 16, 1991 in Volume 2063, Page 35 as Document No. 1336251.

Wisconsin Electric Power Company and Wisconsin Telephone Company Easement and other matters contained in the instrument recorded January 26, 1970 in Volume 1042, Page 313 as Document No. 864028. Along with Conveyance of Rights in Land and other matters contained in instrument recorded February 17, 1975, in Volume 1254, Page 39, as Document No. 951892. Also 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.

Judgments / Liens



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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.

According to the 2018 tax roll this property is TAX EXEMPT.

Storm, sewer, drainage, water utility and/or sanitary district assessments, if any.

Other Matters

None

Footnotes

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 $\frac{1}{4}$ of Section 24, Township 3 North, Range 22 East, bounded as follows: Begin at a $\frac{3}{4}$ " diameter iron pipe stake on the North line of said Section 24 at a point South $89^{\circ} 08' 18''$ East 1214.21 feet from a standard Racine County monument marking the Northwest corner of said Section; thence South $89^{\circ} 08' 18''$ East 493.46 feet to a $\frac{3}{4}$ " diameter iron pipe stake; continue thence South $89^{\circ} 08' 18''$ East 33.62 feet to the centerline of Wisconsin State Trunk Highway 31; run thence South $11^{\circ} 55' 25''$ West 285.71 feet on the centerline of said highway; thence North $89^{\circ} 08' 18''$ West 33.62 feet to a $\frac{3}{4}$ " diameter iron pipe stake; continue thence North $89^{\circ} 08' 18''$ West 438.64 feet to a $\frac{3}{4}$ " diameter iron pipe stake; thence North $00^{\circ} 51' 42''$ East 280.40 feet to the point of beginning. EXCEPTING THEREFROM lands contained in Award of Damages recorded in Volume 1244 of Records, Page 537, as Document No. 948353. Said land being in the Village of Mt. Pleasant, County of Racine and State of Wisconsin.

Parcel II: That part of the Southwest $\frac{1}{4}$ of Section 13, Township 3 North, Range 22 East, bounded as follows: Commence at a standard Racine County monument marking the Southwest corner of the said Southwest $\frac{1}{4}$; run thence South $89^{\circ} 08' 18''$ East 1391.28 feet on the South line of the Southwest $\frac{1}{4}$ to the point of beginning of this description; continue thence South $89^{\circ} 08' 18''$ East 278.68 feet to a point on the West line of S.T.H. "31"; thence North $11^{\circ} 55' 25''$ East 43.17 feet on said West line; thence North $15^{\circ} 15' 26''$ East 87.25 feet on said West line to a point on the South line of 16th Street; thence North $89^{\circ} 08' 18''$ West 41.66 feet on the South line of said 16th Street to a point of curvature of a curve of Southwesterly convexity whose radius is 556.92 feet and whose chord bears North $78^{\circ} 15' 58''$ West 210.09 feet; thence Northwesterly 210.36 feet on the arc of said curve and the Southerly line of 16th Street; thence South $20^{\circ} 52' 30''$ West 177.52 feet to the point of beginning. Subject to the rights of the public in and to S.T.H. "31". Said land being in the Village of Mt. Pleasant, County of Racine and State of Wisconsin.

For informational purposes only

Property Address: 1700 S. Green Bay Rd. (Parcel I) , Lands along S. Green Bay Rd. (Parcel II), Mt Pleasant, WI 53406

Tax Key No.: 151-03-22-24-011-000 (Parcel I) and 151-03-22-13-151-010 (Parcel II)



(4)

2018 Property Record | Racine County, WI

1079210

(I)

Assessed values not finalized until after Board of Review
Property information is valid as of 11/12/2019 12:33:24 PM

Owner Address MT PLEASANT EV LUTHERAN, CHURCH 1700 GREEN BAY RD S RACINE, WI 53406	Owner CHURCH MT PLEASANT EV LUTHERAN																																																																									
Property Information <u>Parcel ID:</u> 151-032224011000 <u>Document #</u> 923922 <u>Tax Districts:</u> UNIFIED SCHOOL DISTRICT	Property Description <i>For a complete legal description, see recorded document.</i> PT NW1/4 COM NW COR, E 1214.21' TO POB, E493.46', SW ALG R/W 285.71', W438.64', N 280.4' - TAX EXEMPT **TOTAL ACRES** 3.00 <u>Municipality:</u> 151-VILLAGE OF MT PLEASANT <u>Property Address:</u> 1700 GREEN BAY S RD																																																																									
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*No data found for Delinquent Tax Summary in 2018

Racine County

Owner (s):

MT PLEASANT EV LUTHERAN, CHURCH

Location:

Section, Sect. 24, T3N, R22E

Mailing Address:

CHURCH MT PLEASANT EV LUTHERAN

School District:

4620 - UNIFIED SCHOOL DISTRICT

1700 GREEN BAY RD S

RACINE, WI 53406-0000

Request Mailing Address Change

Tax Parcel ID Number:

Tax District:

Status:

151-03-22-24-011-000 151-VILLAGE OF MT PLEASANT Active

Alternate Tax Parcel Number: Acres:

3.0000

Description - Comments (Please see Documents tab below for related documents. For a complete legal description, see recorded document.):

PT NW1/4 COM NW COR, E 1214.21' TO POB, E 493.46', SW ALG R/W 285.71', W 438.64', N 280.4' - TAX EXEMPT

TOTAL ACRES 3.00

Site Address (es): (Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.)

1700 GREEN BAY RD S RACINE, WI 53406

0 Lottery credits claimed

Tax History

* Click on a Tax Year for detailed payment information.

Tax Year*	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2018	\$1,316.50	\$1,316.50	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$1,316.50	\$1,316.50	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$1,316.50	\$1,316.50	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$1,316.50	\$1,316.50	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$1,316.50	\$1,316.50	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$1,254.00	\$1,254.00	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$1,254.00	\$1,254.00	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$1,254.00	\$1,254.00	\$0.00	\$0.00	\$0.00	\$0.00
2010	\$1,254.00	\$1,254.00	\$0.00	\$0.00	\$0.00	\$0.00
2009	\$1,254.00	\$1,254.00	\$0.00	\$0.00	\$0.00	\$0.00
2008	\$1,254.00	\$1,254.00	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$0.00

Interest and penalty on delinquent taxes are calculated to November 30, 2019.

(46)

2018 Property Record | Racine County, WI

1079210
(II)

Assessed values not finalized until after Board of Review
Property information is valid as of 11/12/2019 12:37:12 PM

Owner Address MT PLEASANT EV LUTHERAN, CHURCH 1700 S GREEN BAY RD RACINE, WI 53406	Owner CHURCH MT PLEASANT EV LUTHERAN																																																					
Property Information <u>Parcel ID:</u> 151-032213151010 <u>Document #</u> 1336251 <u>Tax Districts:</u> UNIFIED SCHOOL DISTRICT	Property Description <i>For a complete legal description, see recorded document.</i> PT SW1/4 COM 1391 E OF SW COR E278 NE43 NE87 W41 NWLY 210 SW177 TO POB EXC W33 PT FROM 008032213151000 IN 91 FOR 92 ROLL **TOTAL ACRES** 00.89 <u>Municipality:</u> 151-VILLAGE OF MT PLEASANT <u>Property Address:</u> GREEN BAY RD																																																					
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*No data found for Delinquent Tax Summary in 2018



Racine County

Owner (s):

MT PLEASANT EV LUTHERAN, CHURCH

Location:

Section, Sect. 13, T3N, R22E

Mailing Address:

CHURCH MT PLEASANT EV LUTHERAN

School District:

4620 - UNIFIED SCHOOL DISTRICT

1700 S GREEN BAY RD

RACINE, WI 53406-0000

Request Mailing Address Change

Tax Parcel ID Number:

Tax District:

Status:

151-03-22-13-151-010 151-VILLAGE OF MT PLEASANT Active

Alternate Tax Parcel Number: Acres:

0.8900

Description - Comments (Please see Documents tab below for related documents. For a complete legal description, see recorded document.):

PT SW1/4 COM 1391 E OF SW COR E278 NE43 NE87 W41 NWLY 210 SW177 TO POB EXC W33 PT FROM
008032213151000 IN 91 FOR 92 ROLL **TOTAL ACRES** 00.89

Site Address (es): (Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.)

GREEN BAY RD RACINE, WI 53406

0 Lottery credits claimed

Tax History

* Click on a Tax Year for detailed payment information.

Tax Year*	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2018	\$55.00	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$55.00	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$55.00	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$55.00	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$55.00	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$55.00	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$55.00	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$55.00	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00
2010	\$55.00	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00
2009	\$55.00	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00
2008	\$55.00	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$0.00

Interest and penalty on delinquent taxes are calculated to November 30, 2019.

THIS INDENTURE, Made this 5th day of July, A.D. 1973,
between Lincoln Lutheran Home of Racine, Wisconsin,
Inc.

a Corporation duly organized and existing under and by virtue of the laws of the
State of Wisconsin, located at Racine
Wisconsin, party of the first part, and Mt. Pleasant Evangelical
Lutheran Church

a Corporation duly organized and existing under and by virtue of the laws of the
State of Wisconsin, located at Racine Wisconsin, party
of the second part.

RETURN TO
Konnak, Constantine &
Krohn

Witnesseth, That the said party of the first part, for and in consideration of the
sum of one dollar and other good and valuable consideration

to it paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted,
bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents does give, grant, bargain, sell,
remit, release, alien, convey and confirm unto the said party of the second part, its successors and assigns forever, the fol-
lowing described real estate situated in the County of Racine and State of Wisconsin, to-wit:

That part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East in the
Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Begin at a 3/4 inch
diameter iron pipe stake on the North line of said Section 24 at a point S89°08'18"E 1214.21
feet from a standard Racine County Monument marking the Northwest corner of said Section;
run thence S89°08'18"E 493.46 feet to a 3/4 inch diameter iron pipe stake; continue thence
S89°08'18"E 33.62 feet to the centerline of Wisconsin State Trunk Highway 31; run thence
S11°55'25"W 285.71 feet on the centerline of said highway; thence N89°08'18"W 33.62 feet
to a 3/4 inch diameter iron pipe stake; continue thence N89°08'18"W 438.64 feet to a 3/4
inch diameter iron pipe stake; thence N00°51'42"E 280.40 feet to the point of beginning.
Containing 3.00 acres exclusive of highway right of way. Reserving therefrom an ease-
ment for ingress and egress over the south 33 feet in width thereof.

(IF NECESSARY, CONTINUE DESCRIPTION ON REVERSE SIDE)
Together with all and singular the hereditaments and appurtenances thereto belonging or in any wise appertaining;
and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity,
either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and to Hold the said premises as above described with the hereditaments and appurtenances, unto the said
party of the second part, and to its successors and assigns FOREVER.

And the said Lincoln Lutheran Home of Racine, Wisconsin, Inc.
party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the said party of the
second part, its successors and assigns, that at the time of the enrolling and delivery of these presents it is well seized of
the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee
simple, and that the same are free and clear from all incumbrances whatever, together with and subject
to all easements, restrictions and covenants set forth in an agreement
between the parties dated October 24, 1972, as modified by Easement
Agreement between the parties and also (continued on reverse side)
and that the above bargained premises in the quiet and peaceable possession of the said party of the second part, its
successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, it will
forever WARRANT and DEFEND.

In Witness Whereof, the said Lincoln Lutheran Home of Racine, Wisconsin, Inc.
party of the first part, has caused these presents to be signed by Robert A. Ernst, its Vice-
President, and countersigned by L. Frank Vorpahl, its Secretary, at Racine,
Wisconsin, and its corporate seal to be hereunto affixed, this 5th day of July, A.D.
1973.

SIGNED AND SEALED IN PRESENCE OF

Robert G. Riegelman

Charles M. Constantine
State of Wisconsin,

Racine County, ss.

Personally came before me, this 5th day of July, A.D. 1973,

Robert A. Ernst, Vice-President, and L. Frank Vorpahl, Secretary
of the above named Corporation, known to be the persons who executed the foregoing instrument, and to me
known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instru-
ment as such officers of said Corporation, by its authority.

THIS INSTRUMENT WAS DRAFTED BY

Robert G. Riegelman

NOTARY
SEAL

Notary Public, Racine County, Wis.

My commission EXPIRES (is) permanent

923922

1187-68

July 5, 1973

REGISTERED DEED COMPANY
MILWAUKEE, WISCONSIN

Return to:

This instrument should be immediately placed on file to avoid
double and litigation.

Warranty Deed

TO

No.

(Continued from reverse side)

Lincoln Manor of Racine, Wisconsin, Inc., dated July 3, 1973, both of
which agreements have been this day recorded.

Wisconsin Real Estate Transfer Tax \$ 60.00

923922

Register's Office.

Racine County, Wis.

Received for Record

3117

of

Records on page

68-69

5th day of

July

A.D., 1973 at 1:24

o'clock P.M. and recorded in Volume

1187

of

Records on page

68-69

Stanley J. Bialicki
Register of Deeds

300

VOL 1187 PAGE 69

AWARD OF DAMAGES
BY STATE OF WISCONSIN
Section 84.09(2)

This award of damages is made pursuant to a relocation order of the State of Wisconsin Department of Transportation, Division of Highways, dated August 28 1974, and filed in the office of the County Clerk of Racine County, for the improvement of State Trunk Highway 31 in Racine County.

The State of Wisconsin has determined it necessary to acquire, for the purpose set forth in and in accordance with said relocation order, a parcel of real estate and/or rights therein as hereinafter set forth, in and to which the following persons have an interest: Mt. Pleasant Evangelical Lutheran

Church

The interest acquired by this award is for

See attached Page 2 for Legal Description

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on See Page 2 ~~XXXXX~~

The State of Wisconsin, having complied with all jurisdictional requirements pursuant to law, hereby makes this award of damages to the above-named persons having an interest in said parcel of real estate, in the sum of Two thousand fifty and no/100

Dollars (\$ 2,050.00), for the acquisition of said parcel of real estate and/or interests therein as hereinbefore set forth.

RECEIVED FOR RECORD

DAY OF _____
A.D., 19____ AT _____
O'CLOCK _____ M. AND RECORDED IN VOL. _____
OF _____ PAGE _____

REGISTER OF DEEDS

COUNTY _____

STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

By B. S. Coleman
Highway 224-13100, 8/28/74

Pursuant to authority granted by motion duly made,
seconded, and adopted on Nov 5 1974

This instrument was drafted by the State of Wisconsin,
Department of Transportation, Division of Highways,

Parcel No. 25

Project 2390-1-21

VOL 1244 PAGE 537

948353

1244-537

Nov. 12, 1974

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

That part of Section 24, Township 3 North, Range 22 East described in Volume 1187 of Racine County Records on Page 68, lying between the following described reference line of S.T.N. 31 and a line 60.00 feet westerly of, as measured normal to, and parallel with said reference line.

Said reference line begins at a point in the south line of the northwest one-quarter of said Section 24 which is 938.63 feet South 89° 09' 43" East of the southwest corner of said northwest one-quarter; thence North 11° 49' 37" East 27.90 feet; thence North 19° 41' 15" East 1128.60 feet to a point of curve (from said point the long chord bears North 15° 09' 25" East 452.59 feet and the radius bears North 70° 18' 45" West 2864.79 feet); thence northeasterly along the arc of a 2° 00' curve to the left 453.07 feet; thence North 10° 37' 35" East 729.26 feet; thence North 11° 55' 02" East 398.21 feet to a point in the north line of said northwest one-quarter which is 916.98 feet North 89° 08' 17" West of the northeast corner of said northwest one-quarter.

This parcel contains 0.18 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: a strip of land 10 feet in width lying westerly of and adjacent to the above described parcel.

The above easement is to terminate upon the completion of this project or on the day the highway is open to the travelling public, whichever is later, however, no later than December 31, 1976.

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on DEC 31 1974. However, 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.

Register's Office
Racine County, Wis.

948353

Received for Record

12th day of November, A.D. 1974

at 8:26 o'clock A.M. and recorded in Volume 1244 of Records on page 537-538

Stanley J. Bialicki
Register of Deeds

3.00

Div of Hwys
District 2
P.O. Box 649
Aukesh, Wis.
Project I.D. 2390-1-21

DOCUMENT NO.
1336251

STATE BAR OF WISCONSIN FORM 1-1983
WARRANTY DEED

THIS SPACE RESERVED FOR RECORDING DATA

This Deed, made between Lincoln Manor of Racine, Wisconsin, Inc., a Wisconsin not for profit corporation, a/k/a Lincoln Manor of Racine, Inc., Grantor, and Mt. Pleasant Evangelical Lutheran Church, a Wisconsin not for profit corporation, Grantee,

Register's Office } SS
Racine County, Wis.
Received for Record April day of April A.D. 1991 at 8:42 o'clock A.M. and recorded in Volume 263 of Records on page 35

Helen M. Schuttin
Register of Deeds

Witnesseth, That the said Grants, for a valuable consideration, conveys to Grantee the following described real estate in Racine County, State of Wisconsin:

New Parcel: 008-03-22-13-151-010

From Tr. of 51-607-03-13-151-010

Tax Parcel No:

That part of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Commence at a standard Racine County monument marking the Southwest corner of the said Southwest 1/4; run thence S 89° 08' 18" E 1391.28 feet on the south line of the Southwest 1/4 to the point of beginning of this description; continue thence S 89° 08' 18" E 278.68 feet to a point on the West line of S.T.H. "31"; thence N 11° 55' 25" E 43.17 feet on said West line; thence N 15° 15' 26" E 87.25 feet on said West line to a point on the South line of 16th Street; thence N 89° 08' 18" W 41.66 feet on the South line of said 16th Street to a point of curvature of a curve of Southwesterly convexity whose radius is 556.92 feet and whose chord bears N 78° 15' 58" W 210.09 feet; thence Northwesterly 210.36 feet on the arc of said curve and the Southerly line of 16th Street; thence S20° 52' 30" W 177.52 feet to the point of beginning. Subject to the rights of the public in and to S.T.H. "31", also subject to an easement for ingress and egress over the Westerly 33' in width of the above described lands.

Wisconsin Real Estate Transfer Tax \$ 189.00

This is not homestead property.
(is) (is not)

Together with all and singular the hereditaments and appurtenances therunto belonging;

And, Grantee warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except municipal and zoning ordinances, recorded easements for public utilities, recorded building and use restrictions,

and will warrant and defend the same.

Dated this April day of April, 1991
LINCOLN MANOR OF RACINE, WISCONSIN, INC.

(SEAL) BY: W. H. Riegelman (SEAL)

W. H. Riegelman, President

(SEAL) Jayne A. Stoffens (SEAL)

Jayne A. Stoffens, Secretary

AUTHENTICATION

Signature(s) Robert G. Riegelman

authenticated this April day of April, 1991

Robert G. Riegelman

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Robert G. Riegelman

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

ACKNOWLEDGMENT

STATE OF WISCONSIN

County, } ss.
Personally came before me this April day of April, 1991, the above named

to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, County, Wis.
My Commission is permanent. (If not, state expiration date) 1991

VOL. 1244 PAGE 478

AWARD OF DAMAGES
BY STATE OF WISCONSIN
Section 84.09 (2)

This award of damages is made pursuant to relocation order of the State of Wisconsin Department of Transportation, Division of Highways, dated August 28, 1974, and filed in the office of the County Clerk of Racine County, for the improvement of State Trunk Highway 31, in Racine County.

The State of Wisconsin has determined it necessary to acquire for the purpose set forth in and in accordance with said relocation order, a parcel of real estate and/or rights therein as hereinafter set forth, in and to which the following persons have an interest: Lincoln Lutheran Home of Racine,

Wisconsin, Inc.

The interest acquired by this award is for

See attached Page 2 for Legal Description.

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on See Page 2, 1974.

The State of Wisconsin, having complied with all jurisdictional requirements pursuant to law, hereby makes this award of damages to the above-named persons having an interest in said parcel of real estate, in the sum of

Eight hundred and no/100

Dollars (\$ 800.00), for the acquisition of said parcel of real estate and/or interests therein as hereinbefore set forth.

RECEIVED FOR RECORD

DAY OF _____
A.D. 19____ AT _____
O'CLOCK ____ M. AND RECORDED IN VOL. _____
OF _____ PAGE _____

REGISTER OF DEEDS

COUNTY

STATE OF WISCONSIN/DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

By B. E. Heilmann
Highway Commission Secretary

Pursuant to authority granted by motion duly made,
seconded, and adopted on OCT 29 1974
Date

This instrument was drafted by the State of Wisconsin,
Department of Transportation, Division of Highways.

Parcel No. 27

Project 2390-1-21

948311
II

1244-478

NOV. 11, 1974

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

That part of Section 13, Township 3 North, Range 22 East described in Volume 1053 of Racine County Records on Page 537, lying between the following described reference line of S.T.H. 31, a line 60.00 feet westerly of, as measured normal to, and parallel with said reference line and lying north of the north right of way line of 16th Street.

Said reference line begins at a point 916.98 feet North 89° 08' 17" West and 49.49 feet South 11° 55' 02" West of the southeast corner of the southwest one-quarter of said Section 13, as measured along and from the south line of said southwest one-quarter; said point being a point of curve (from said point the long chord bears North 13° 36' 21" East 225.10 feet and the radius bears South 78° 04' 58" East 3819.72 feet); thence north-easterly along the arc of a 1° 30' curve to the right 225.13 feet; thence North 15° 17' 40" East 1653.57 feet.

This parcel contains 0.08 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: a strip of land 10 feet in width lying westerly of and adjacent to the above described parcel.

The above easement is to terminate upon the completion of this project or on the day the highway is open to the travelling public, whichever is later, however, no later than December 31, 1976.

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on DEC 31 1974. However, 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.

Register's Office } 948311
Racine County, Wis. } ss.
Received for Record 11-01 day of
November A.D., 1974 at 2:44
o'clock P.M. and recorded in Volume 1244
of Records on page 478-479

Stanley J. Bialecki
Register of Deeds

3.00

Vol 1244 PAGE 479

DOCUMENT NO.

868727

QUIT CLAIM DEED
STATE OF WISCONSIN—FORM 11
THIS SPACE RESERVED FOR RECORDING DATARegister's Office } ss.
Racine County, Wis.Received for Record 868727 day of
June A.D., 19 70 at 3:47
o'clock P. M. and recorded in Volume 1053
of 1000.00 on page 537Stanley J. Bialecki
2.000 Register of Deeds

RETURN TO

HEPT, COATESTHIS INDENTURE, Made this 6th day of June
A. D., 19 70, between Mabel Sewellpart Y of the first part, and
Lincoln Lutheran Home of Racine, Wisconsin, Inc.,
a corporationpart Y of the second part.Witnesseth, That the said part Y of the first part, for and in consideration
of the sum of One (\$1.00) Dollar and other good and
valuable consideration.Dollars, to her in hand paid by the said part Y of the second part, the receipt whereof is hereby
confessed and acknowledged, ha E given, granted, bargained, sold, remised, released, and quit-claimed, and by these parties give,
grant, bargain, sell, remise, release and quit-claim unto the said part Y of the second part, and to its successors
the following described real estate, situated in the County of Racine and State of Wisconsin, to-wit:

That part of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, bounded as follows: Commence at the Southwest corner of the said Southwest 1/4; run thence South 89°08'18" East 1741.29 feet on the South line of said Southwest 1/4 to a point in the center line of State Trunk Highway 31; thence North 11°55'25" East 27.45 feet on said center line; thence North 15°15'16" East 332.96 feet on said center line; thence North 89°08'18" West 1845.80 feet parallel with the South line of said Southwest 1/4 to a point in the West line of said Southwest 1/4; thence South 1°50'09" East on said West line 349.84 feet to the place of beginning. Said land being in the Town of Mt. Pleasant, Racine County, Wisconsin.

Said real estate is also known as the South 15 acres of that part of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, which lies West of the Highway running Northerly and Southerly through said Section. Said land being in the Town of Mt. Pleasant, Racine County, Wisconsin.

Fee Exempt 77.25 #3

* This is a corrective deed. This deed is given to correct a deed between the same parties dated October 30, 1967 and recorded January 25, 1968 in Volume 972 of records page 376, document number 834011, Racine County records, which deed contained an error in designation of the grantee and further given to more accurately describe the real estate conveyed by said deed. This transaction is exempt under Section 77.25 (3).

To Have and To Hold the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the said part Y of the first part, either in law or equity, either in possession or expectancy of, to the only proper use, benefit and behoof of the said part Y of the second part, its successors and assigns forever.

In Witness Whereof, the said part Y of the first part ha E hereunto set her hand and seal this 6th day of June, A. D., 19 70.

SIGNED AND SEALED IN PRESENCE OF

Donald A. ButchartJean Witt

STATE OF WISCONSIN,

Racine County,Personally came before me, this 6th day of June, A. D., 19 70,
the above named Mabel Sewell

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



This instrument drafted by

Robert R. HenzlDonald A. ButchartNotary Public Racine County, Wis.My Commission Expires (is) permanent

868727

1053.537

June 8, 1970

ORDER ACCEPTING DEED AND LAYING OUT OF TOWN ROAD

WHEREAS LINCOLN LUTHERAN HOME OF RACINE, INC., a Wisconsin corporation, has dedicated to the TOWN OF MT. PLEASANT property hereinafter described for highway purposes; and

WHEREAS it is deemed necessary that a Town highway be laid out and maintained over said property;

NOW, THEREFORE, IT IS ORDERED that the Town of Mt. Pleasant, Racine County, Wisconsin, does hereby accept the dedication of the property hereinafter described for highway purposes, and does hereby order that a Town highway be laid out, improved and maintained over said property, subject, however, to the prior condition that said dedicator will have at its own expense constructed said public highway in accordance with the provisions of Chapter 12 of the Code of General Ordinances of said Town of Mt. Pleasant, and that said public highway shall not be opened for travel thereon until said construction shall have been completed and approved in accordance with said Chapter 12, all in accordance with the Statutes in such case made and provided, said property being described as follows:

That part of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Commence at the Southwest corner of Southwest 1/4 of Section 13; run thence N 01°50'09"W 234.32 feet on the West line of said Southwest 1/4 to the point of beginning of this description; continue thence N 01°50'09"W 111.93 feet on said West line of Southwest 1/4 to a point of curvature of a curve of Northwesterly convexity whose radius is 2164.12 feet and whose chord bears N 77°42'29"E 15.76 feet; thence Northeasterly on the arc of said curve 15.76 feet to a point on the North line of lands owned by Lincoln Lutheran Home of Racine Inc.; S 89°08'18"E 1338.35 feet on said North line to a point on a curve of Northeasterly convexity whose radius is 655.00 feet and whose chord bears S 61°19'20"E 95.23 feet; thence Southeasterly 95.31 feet on the arc of said curve to a point of reverse curvature of a curve of Southwesterly convexity whose radius is 545.00 feet and whose chord bears S 73°08'46"E 300.30 feet; thence Southeasterly 304.24 feet on the arc of said curve to its point of tangency; thence S 89°08'18"E 86.38 feet to a point on the centerline of State Trunk Highway 31; thence S 15°15'16"W 131.29 feet on said centerline;

890016

1106-157

Oct 1, 1971

thence N 89°08'18"W 72.27 feet to a point of curvature of a curve of Southwesterly convexity whose radius is 655.00 feet and whose chord bears N 72°31'49"W 347.36 feet; thence Northwesterly 351.57 feet on the arc of said curve to a point of reverse curvature of a curve of Northeasterly convexity whose radius is 545.00 feet and whose chord bears N 73°08'46"W; thence Northwesterly 304.24 feet on the arc of said curve to its point of tangency; thence N 89°08'18"W 590.83 feet to a point of curvature of a curve of Northwesterly convexity whose radius is 2054.12 feet and whose chord bears S 84°10'50"W 477.97 feet; thence Southwesterly 479.05 feet on the arc of said curve to its point of tangency; thence S 77°29'58"W 20.72 feet to the point of beginning of this description. Containing 3.257 acres.

Dated this 6th day of October

, A.D. 1969.

Henry Rohner
HENRY ROHNER, Chairman

Robert F. White
ROBERT F. WHITE, Supervisor

Robert L. Lamparek
ROBERT L. LAMPAREK, Supervisor

TOWN BOARD

Attest:

Kermit C. Hansen
Kermit C. Hansen, Town Clerk

Filed this 6th day of October, A.D. 1969.

DEDICATION DEED

LINCOLN LUTHERAN HOME OF RACINE, INC., a Wisconsin corporation, in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, hereby dedicates to the TOWN OF MT. PLEASANT, County of Racine and State of Wisconsin, a municipal corporation, the following described premises:

That part of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Commence at the Southwest corner of Southwest 1/4 of Section 13; run thence N 01°50'09"W 234.32 feet on the West line of said Southwest 1/4 to the point of beginning of this description; continue thence N 01°50'09"W 111.93 feet on said West line of Southwest 1/4 to a point of curvature of a curve of Northwesterly convexity whose radius is 2164.12 feet and whose chord bears N 77°42'29"E 15.76 feet; thence Northeasterly on the arc of said curve 15.76 feet to a point on the North line of lands owned by Lincoln Lutheran Home of Racine, Inc.; thence S 89°08'18"E 1338.35 feet on said North line to a point on a curve of Northeasterly convexity whose radius is 655.00 feet and whose chord bears S 61°19'20"E 95.23 feet; thence Southeasterly 95.31 feet on the arc of said curve to a point of reverse curvature of a curve of Southwesterly convexity whose radius is 545.00 feet and whose chord bears S 73°08'46"E 300.30 feet; thence Southeasterly 304.24 feet on the arc of said curve to its point of tangency; thence S 89°08'18"E 86.38 feet to a point on the centerline of State Trunk Highway 31; thence S 15°15'16"W 131.29 feet on said centerline; thence N 89°08'18"W 72.27 feet to a point of curvature of a curve of Southwesterly convexity whose radius is 655.00 feet and whose chord bears N 72°31'49"W 347.36 feet; thence Northwesterly 351.57 feet on the arc of said curve to a point of reverse curvature of a curve of Northeasterly convexity whose radius is 545.00 feet and whose chord bears N 73°08'46"W; thence Northwesterly 304.24 feet on the arc of said curve to its point of tangency; thence N 89°08'18"W 590.83 feet to a point of curvature of a curve of Northwesterly convexity whose radius is 2054.12 feet and whose chord bears S 84°10'50"W 477.97 feet; thence Southwesterly 479.05 feet on the arc of said curve to its point of tangency; thence S 77°29'58"W 20.72 feet to the point of beginning of this description.
Containing 3.257 acres.

for the purpose of a public highway, and it does hereby for the same consideration release said Town from all damages by reason of the laying out and opening of said described public highway.

And the said LINCOLN LUTHERAN HOME OF RACINE, INC., a Wisconsin corporation, for itself and for its heirs, successors and assigns, hereby covenants, grants, bargains and agrees to and with the said Town of Mt. Pleasant, its successors and assigns, that it will (1) at its own expense, construct said public highway in accordance with the provisions of Chapter 12 of the Code of General Ordinances of the Town of Mt. Pleasant, and that (2) no parcel of land abutting upon such public highway will be sold until such public highway has been constructed and approved as provided in said Chapter 12.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 30th day of September, A.D. 1969.

LINCOLN LUTHERAN HOME OF RACINE, INC.,
a Wisconsin corporation

By: Richard Jensen

Attest: William E. Dye

In the Presence of:

Amelia Lee

890016

Register's Office
Racine County, Wis. } ss.

Received for Record 1st day of October, A.D. 1970 at 1:41 o'clock P. M. and recorded in Volume 1106 of Records on page 157-160

State of Wisconsin)
Racine County)

ss. Stanley J. Bialecki
Registrar of Deeds

Personally came before me this 30 day of September, A.D. 1969, the above named Richard Jensen and William McKenzie, to me known to be the officers who executed the foregoing instrument and acknowledged the same.

This instrument drafted by William E. Dye, Atty.

William E. Dye
Notary public, Racine County, Wis.
My commission: 8-23-70

AB

992175

1357-437

Jan. 13, 1977

ORDER ACCEPTING DEED AND LAYING OUT OF TOWN ROAD

WHEREAS LINCOLN LUTHERAN HOME OF RACINE, WISCONSIN, INC., a Wisconsin corporation, and MT. PLEASANT LUTHERAN CHURCH, formerly known as Mt. Pleasant Evangelical Lutheran Church, and Racine County National Bank as Mortgagee, have dedicated to the TOWN OF MT. PLEASANT property hereinafter described for highway purposes; and

WHEREAS it is deemed necessary that a Town highway be laid out and maintained over said property;

NOW, THEREFORE, IT IS ORDERED: That the Town of Mt. Pleasant, Racine County, Wisconsin, does hereby accept the dedication of the property hereinafter described for highway purposes, and does hereby order that a Town highway be laid out, improved and maintained over said property, such subject, however, to the prior condition that said dedicators will have at their own expense constructed said public highway in accordance with the provisions of Chapter 12 of the Code of General Ordinances of said Town of Mt. Pleasant, and that said public highway shall not be opened for travel thereon until said construction shall have been completed and approved in accordance with said Chapter 12 all in accordance with the Statutes in such case made and provided, said property being described as follows:

Description of lands to be dedicated for public highway purposes, located in the Northwest 1/4 of Section 24, Town 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin, as follows:

Commence at a standard Racine County monument, marking the Northwest corner of said Section 24; thence South 89°08'18" East along the North line of said Section 24, 1214.21 feet to a 3/4 inch iron pipe stake; thence South 00°51'42" West, 247.40 feet to the point of beginning; thence continue South 00°51'42" West, 66.00 feet; thence South 89°08'18" East, 404.69 feet to the West right-of-way line of State Trunk Highway "31"; thence North 11°55'25" East, along the West right-of-way line of State Trunk Highway "31", 67.24 feet; thence North 89°08'18" West, 417.57 feet to the point of beginning.

Said parcel contains 0.62 acres of land more or less.

992175

Register's Office
Racine County, Wis.

Received for Record 13th day of

January A.D. 1977 at 8:24

clock P.M. and recorded in Volume 1357
Recorder on page 437-440

Hank J. Bialecki

Dated this 10th day of January

A.D. 1977

VCL 1357 PAGE 438

George A. Vanhaeverbeke
GEORGE A. VANHAVERBEKE, Chairman

Melvin R. Hansche
MELVIN R. HANSCHÉ, Supervisor

Mary Carrington
MARY CARRINGTON, Supervisor

Donald B. Anderson
DONALD B. ANDERSON, Supervisor

Robert F. White
ROBERT F. WHITE, Supervisor

TOWN BOARD

Attest:

Kermit C. Hansen
KERMIT C. HANSEN, Town Clerk



Filed this 10th day of January

A.D. 1977

DEDICATION DEED

LINCOLN LUTHERAN HOME OF RACINE, WISCONSIN, INC., a Wisconsin corporation, herein called "the Grantor Home" and MT. PLEASANT LUTHERAN CHURCH, formerly known as Mt. Pleasant Evangelical Lutheran Church, herein called "the Grantor Church"; in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, hereby dedicate to the TOWN OF MT. PLEASANT, County of Racine and State of Wisconsin, a municipal corporation, the following described premises:

Description of lands to be dedicated for public highway purposes, located in the Northwest 1/4 of Section 24, Town 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin, as follows:

Commence at a standard Racine County monument, marking the Northwest corner of said Section 24; thence South 89°08'18" East along the North line of said Section 24, 1214.21 feet to a 3/4 inch iron pipe stake; thence South 00°51'42" West, 247.40 feet to the point of beginning; thence continue South 00°51'42" West, 66.00 feet; thence South 89°08'18" East, 404.69 feet to the West right-of-way line of State Trunk Highway "31"; thence North 11°55'25" East; along the West right-of-way line of State Trunk Highway "31", 67.24 feet; thence North 89°08'18" West, 417.57 feet to the point of beginning.

Said parcel contains 0.62 acres of land more or less,

for the purpose of a public highway, and we do hereby for the same consideration release said Town from all damages by reason of the laying out and opening of said described public highway.

And the Grantor Home and the Grantor Church for themselves and their successors and assigns hereby covenant, grant, bargain and agree to and with the said Town of Mt. Pleasant, its successors and assigns, that they will (1) at their own expense, construct said public highway in accordance with the provisions of Chapter 12 of the Code of General Ordinances of the Town of Mt. Pleasant, and that (2) no parcel of land abutting upon such public highway will be sold until such public highway has been constructed and approved as provided in said Chapter 12.

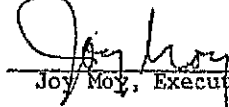
RACINE COUNTY NATIONAL BANK, a banking corporation
and Mortgagee of the above described premises also joins in this
Dedication Deed.

IN WITNESS WHEREOF, we have hereunto set our hands
and seals this 8th day of December A.D. 1976.

LINCOLN LUTHERAN HOME OF RACINE,
WISCONSIN, INC.



Robert A. Ernst, Chairman

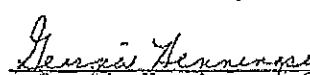


Joy Moy, Executive Director

MT. PLEASANT LUTHERAN CHURCH

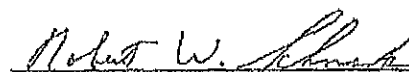


Robert A. Ernst, President

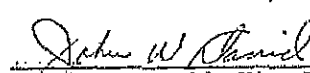


Georgia Henningsen, Secretary

RACINE COUNTY NATIONAL BANK




Robert W. Schnack, Exec. Vice President



John W. David, Vice President

Signatures of Robert A. Ernst, and Joy Moy, Chairman and Executive
Director, respectively, of Lincoln Lutheran Home of Racine, Wis-
consin, Inc.; and Robert A. Ernst and Georgia Henningsen, President
and Secretary, respectively, of Mt. Pleasant Lutheran Church; and
Robert W. Schnack and John W. David, Executive Vice President
and Vice President, respectively, of Racine County National
Bank, authenticated this 8th day of December, 1976.



Charles M. Constantine
Member State Bar of Wisconsin

This instrument was drafted by
William E. Dye
Attorney at Law

EASEMENT AGREEMENT

This Agreement made this 3rd day of July, 1973 by and between Lincoln Manor of Racine, Wisconsin, Inc., a Wisconsin corporation hereinafter referred to as "Manor", Lincoln Lutheran Home of Racine, Inc., a Wisconsin corporation hereinafter referred to as "Home", and Mt. Pleasant Evangelical Lutheran Church, a Wisconsin religious society hereinafter referred to as "Church",

WITNESSETH:

WHEREAS, Manor is the owner of the following described real estate, to-wit:

That part of the South West One-quarter (1/4) of Section Thirteen (13); Township Three (3) North, Range Twenty-two (22) East, bounded as follows: Commence at the South West corner of the said South West 1/4; run thence South 89° 08' 18" East 590.67 feet on the south line of said South West 1/4 to the point of beginning of this description; run thence North 00° 51' 42" East 294.45 feet to a point on the south line of 16th Street; thence South 89° 08' 18" East 484.01 feet to a point of curvature of a curve of Northeasterly convexity whose radius is 545.00 feet and whose chord bears South 73° 08' 46" East 300.30 feet; thence Southeasterly 304.24 feet on the arc of said curve and the southerly line of 16th Street to a point of reverse curvature of a curve of south-westerly convexity whose radius is 556.01 feet and whose chord bears South 73° 08' 46" East 306.87 feet; thence Southeasterly 310.89 feet on the arc of said curve and the southerly line of 16th Street to its point of tangency; thence South 89° 08' 18" East 113.93 feet to a point on the centerline of State Highway Trunk 31; thence South 15° 15' 26" West 103.48 feet on said centerline; thence South 11° 55' 25" West 27.45 feet on said centerline to a point on the south line of said South West 1/4; thence North 89° 08' 18" West 1150.62 feet on the south line of said South West 1/4 to the point of beginning of this description, said land being in the Town of Mt. Pleasant, County of Racine, State of Wisconsin.

hereinafter referred to as the Manor Parcel, and

113: 31

923921
Register's Office
Racine County, Wis.
Received for Record
A.O. 1973
and recorded in Volume
Records on page 6123
Healy J. Bielke
Treasurer of County
\$ 00

923921

1187-61

July 5, 1973

WHEREAS, Home is the owner of the following described real estate, to-wit:

VOL. 1187 PAGE 62

The North 1/2 of that part of the Northwest 1/4 of Section 24, Township 8 North, Range 22 East, bounded as follows: Begin at the Northwest corner of said Northwest 1/4; run thence South 17 chains 63-1/2 links; thence East 22 chains 11 links to the center of the highway known as the United States Road; thence Northeasterly in the center of said road to the North line of said Section 24; thence West along the North line of said Section to the place of beginning. Said land being in the Town of Mt. Pleasant, Racine County, Wisconsin. Excepting therefrom the Church parcel hereinafter described.

also,

All that certain piece or parcel of land situate in the Town of Mt. Pleasant, County of Racine, State of Wisconsin, known and described as the South 15/40 of the South 40 acres of that part of the Southwest 1/4 of Section 13, Township 3 North, of Range 22 East, that lies West of the highway running Northerly and Southerly through said Section 13, comprising 15 acres more or less. Excepting therefrom the Manor parcel above described.

which property is hereinafter referred to as the Home parcel, and

WHEREAS, Church has this day purchased from Home and is the owner of the following described real estate, to-wit:

That part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Begin at a 3/4 inch diameter iron pipe stake on the North line of said Section 24 at a point S89° 08' 18" E 1214.21 feet from a standard Racine County monument marking the Northwest corner of said Section; run thence S89° 08' 18" E 493.46 feet to a 3/4 inch diameter iron pipe stake; continue thence S89° 08' 18" E 33.62 feet to the centerline of Wisconsin State Trunk Highway 31; run thence S 11° 55' 25" W 285.71 feet on the centerline of said highway; thence N89° 08' 18" W 33.62 feet to a 3/4 inch diameter iron pipe stake; continue thence N89° 08' 18" W 438.64 feet to a 3/4 inch diameter iron pipe stake; thence N00° 51' 42" E 280.40 feet to the point of beginning. Containing 3.00 acres exclusive of highway right of way.

hereinafter referred to as the Church parcel, and

WHEREAS, by virtue of the provisions of Paragraph 4 A, B, and C of that certain Agreement of Purchase and Sale between Home and Church dated October 24, 1972, it was agreed that Church would be granted certain easement rights over the Manor Parcel, and

WHEREAS, the parties desire to reduce said easement agreement to a separate written document,

NOW THEREFORE, in consideration of the premises and the sum of \$3,250.00 in hand paid by Home to Manor, it is agreed by and between the parties hereto, as follows:

FIRST, Manor hereby grants to Church a perpetual, non-exclusive easement for ingress and egress over that portion of the Manor Parcel described as follows, to-wit:

That part of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Begin at a point on the southline of said Section 13 located S89° 08' 18" E 1391.28 feet from a standard Racine County monument marking the Southwest corner of said Section; run thence N20° 52' 30" E 177.52 feet to a point on a curve of Southwesterly convexity whose radius is 558.92 feet and whose chord bears S69° 05' 30" E; thence southeasterly 33.01 feet on the arc of said curve and the Southerly line of 16th Street; thence S20° 52' 30" E 165.48 feet; thence N89° 08' 18" W 35.12 feet to the point of beginning.

SECOND, Church shall, at its sole expense, construct and maintain in good condition a road within the easement area which shall connect the Church Parcel and 16th Street and shall be located as close to the Westerly boundary of the easement as feasible after due consideration to the location and use of buildings to be constructed on the "Church Parcel". The remaining portion of the easement should be properly landscaped and maintained by Church.

THIRD.

Vol 1187 PAGE 64

Church shall construct said road with curb and gutter and surface same with blacktop, and the construction of said road shall be fully completed within one year after completion of a church building upon the Church Parcel or this easement shall become null and void and of no further force and effect.

FOURTH.

The easement herein granted is non-exclusive and said easement and the road to be constructed thereon shall be for the mutual benefit of and may be used by all employees, agents, residents, visitors to and frequenters of the Church, Home and Manor parcels as a means of ingress and egress between 16th Street and the parcels adjacent to and abutting the easement, but such rights shall not give employees, agents, residents, visitors to and frequenters of the Home and Manor parcels any right to enter upon or across the Church Parcel itself. To facilitate this provision, Home and Manor shall have the right to make such curb cuts as they deem necessary for reasonable access to their properties.

FIFTH.

The Church may install and maintain, to the extent necessary for its use and enjoyment of the Church Parcel, sewer and water laterals and mains beneath the 33 foot easement hereinabove described, which sewer and water laterals and mains will connect the Church Parcel to public sewer and water services in 16th Street.

SIXTH.

The Church may enter upon the Manor Parcel to make and maintain connections between the Church Parcel and any sewer, water, gas, electric, telephone and cable T. V. services installed over, upon and beneath the Lincoln Manor Parcel, provided, however, that upon completion of such connections, the Church shall restore the Manor Parcel to the condition it was prior to entry thereon, and the making of such connections.

SEVENTH.

Church agrees that it will indemnify

and save harmless Manor, Home and their respective successors and assigns from all claims, damages and liabilities arising from and in connection with any failure on its part to maintain the road and easement in as reasonably-safe a condition as the nature thereof shall reasonably permit, or its failure to comply with any other requirements of this grant.

EIGHTH.

In the event Church shall fail to

maintain said road or easement as herein required, for a period of ninety (90) days after written notice of such failure, the Home or Manor shall have the option to make such repairs at the expense of Church or to close said road and easement for use until such time as such maintenance shall be performed.

NINTH.

This Easement Agreement is in

fulfillment of and therefore supersedes the provisions of Paragraphs 4, A., B., and C. of the Agreement of Purchase and Sale dated October 24, 1972 between Home as Seller and Church as Buyer. Except as herein modified said Agreement of Purchase and Sale shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

LINCOLN MANOR OF RACINE, WISCONSIN, INC.

By Richard Jensen
Richard Jensen, Vice-President

Attest:

Duane Kramer Secretary

LINCOLN LUTHERAN HOME OF
RACINE, WISCONSIN, INC.

MT. PLEASANT EVANGELICAL
LUTHERAN CHURCH, L. C. A.

EXDOL 1187 PAGE 66

By Robert A. Ernst Vice President By Robert A. Ernst President

Attest: Attest:

L. Frank Vorpahl Secretary Laverne Sorenson Secretary

Signatures of Richard Jensen and
Duane Kramer President and Secretary respectively,
of Lincoln Manor of Racine, Wisconsin, Inc., authenticated this 5th day
of July, 1973.

Robert G. Riegelman
Member of State Bar of Wisconsin

Signatures of Robert A. Ernst and L. Frank Vorpahl, President and
Secretary respectively of Lincoln Lutheran Home of Racine, Wisconsin, Inc.,
authenticated this 5th day of July, 1973.

Robert G. Riegelman
Member of State Bar of Wisconsin

Signatures of Robert A. Ernst and
Laverne Sorenson President and Secretary respectively.

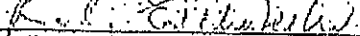
of Mt. Pleasant Evangelical Lutheran Church, L. C. A., authenticated
this 5th day of July, 1973.



Robert G. Riegelman
Member State Bar of Wisconsin

A. L. Grootemaat & Sons, Inc., being owner of the first mortgage covering this property hereinabove described as the Manor Parcel, which mortgage is dated November 1, 1971 and was recorded in the office of the Register of Deeds for Racine County, Wisconsin on November 2, 1971 in Volume 1110 of Records at page 173 as Document No. 891889 hereby consents to the execution of the above Easement Agreement by Lincoln Manor of Racine, Wisconsin, Inc. and further hereby subordinates its mortgagee's interest in said Manor Parcel to the easement and agreement therein contained, / providing, however, A. L. Grootemaat & Sons, Inc. does not subordinate its mortgagee's interest in said Manor Parcel to the provisions of the sixth paragraph of the agreement.

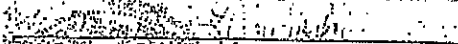
IN WITNESS WHEREOF, the said corporation has caused these presents to be duly executed this 3rd day of July, 1973.

A. L. GROOTEMAAT & SONS, INC.

By 
R. C. Eschweiler, Vice President

Attest 
David G. Krill, Assistant Secretary

Personally came before me this 3rd day of July, 1973 the above named R. C. Eschweiler and David G. Krill to me known to be the persons who executed the foregoing and acknowledged the same.


Marcia Resniewski
Notary Public, Racine County, Wisconsin
My Commission Expires 8/22/76

Vol. 1187 PAGE 67

This Instrument was drafted by: Robert G. Riegelman

(A) BU4028

Easement No. 68

I.D.O. 449 Racine - WO 51-5019
FORM 555-S-1000-2-62-CORP. U.S.

FOR AND IN CONSIDERATION of the sum of One and No/100 Dollars (\$1.00)

to it paid, the receipt whereof is hereby acknowledged, LINCOLN LUTHERAN HOME OF RACINE, INC., a corporation,

grantor, does hereby give and grant to

WISCONSIN ELECTRIC POWER COMPANY, and
WISCONSIN TELEPHONE COMPANY
grantees ~~its~~ successors and assigns, the right, permission and authority to construct, install, operate, maintain and replace conduit and cables underground and ~~over~~ under for the purpose of transmitting electrical energy for light, heat, power and signals, or for such other purpose as electric current is now or and for telephone service,
may hereafter be used/upon, in and under the south six (6) feet of its premises in the Southwest one-quarter (SW 1/4) of Section Thirteen (13), Township Three (3) North, Range Twenty-two (22) East, Town of Mount Pleasant, Racine County, Wisconsin; said premises being more particularly described in that certain Warranty Deed recorded in the office of the Register of Deeds for Racine County in Volume 972 of Deeds on Page 376 as Document No. 634011; also the right to construct, install, operate, maintain and replace an electric pad-mounted transformer enclosure, together with a concrete slab, transformer, secondary power and communication pedestal and other necessary and usual appurtenant equipment, all for the aforesaid purposes, in the above-described easement area.

All of the foregoing shall be as shown on the drawing annexed hereto, marked Exhibit A and made a part hereof.

The right, permission and authority is also granted said grantees to enter upon said premises of the grantor for the purpose of exercising the rights herein acquired, but the grantees agree to restore the premises of the grantor, as nearly as is reasonably possible, to the condition existing prior to such entry.

IN WITNESS WHEREOF, the said LINCOLN LUTHERAN HOME OF RACINE, INC.

has caused these presents to be signed by its President and countersigned by its Secretary and its corporate seal hereunto affixed this 5th day of December, 19 69

In Presence of:

Dexter D. Black
Dexter D. Black

LINCOLN LUTHERAN HOME OF RACINE, INC.
By Richard Jensen
Richard Jensen

COUNTERSIGNED:

Denise Bowman
Denise Bowman

By William McKinzie
William McKinzie

STATE OF WISCONSIN }
Racine County } ss.

Personally came before me this 5th day of December, 1969,
Richard Jensen President

and William McKinzie
Secretary, of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said corporation, by its authority.

Notary Public
Dexter D. Black
Dec 11 1969

Dexter D. Black
Notary Public, Racine County, Wis.

My commission expires permanent

This instrument was drafted by W. G. Partridge on behalf of Wisconsin Electric Power Company.

1042 PAGE 313

151-010
151-000
150-000

1042-313

Jan. 26, 1970

Doc. No. 864028

LINCOLN LUTHERAN HOME OF RACINE,
INC.

vs. 1042 PAGE 314

TO
WISCONSIN ELECTRIC
POWER COMPANY and
WISCONSIN TELEPHONE COMPANY

EASEMENT

Underground rights in and under premises
in the S½ of Sec. 13-3-22, Town of Koun
Pleasant, Racine County, Wisconsin.

Register's Office } ss.
Racine County, Wis. }

Received for Record 21 day of
January A.D., 1970 at 11:03
o'clock A. M. and recorded in Volume 1042
of Records on page 313-314

Stanley F. Bialecki
Register of Deeds

2-50
I.D.O. 30c-- Lih9-Racine
Chg./Acct. WO 51-5019



Return to O. F. KOSKE
Real Estate Dept., 281 W. Michigan St.
MILWAUKEE, WIS. 53201

(H) 951892

R.O. 660-49

State of Wisconsin / Department of Transportation

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 ----- Dollars (\$ 1.00 -----)

and other good and valuable considerations
acknowledged hereby to be in full payment of the rights herein conveyed, and all damages, including the
relocation or other alteration of certain transmission lines and supporting structures, except as here-
inafter further provided, -----

WISCONSIN TELEPHONE COMPANY

a Wisconsin Corporation
grantor, does hereby grant unto the State of Wisconsin, grantees, 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 title,
easement, license, or other legal device.

The said lands are situated within the Town of Mount Pleasant

Recina County, Wisconsin, and are shown on the map filed by the grantee with the
County Highway Committee and the County Clerk of the said county as required by Section 84.09 (1),
Wisconsin Statutes, and are described as follows, to wit:

All those portions of the lands subject to the following Grantor's easements for
communication lines in the SE 1/4 - SW 1/4 of Section 13, Township 3 North, Range
22 East, and the NE 1/4 - NW 1/4 of Section 24, Township 3 North, Range 22 East,
which are contained within the new highway right of way as shown on the Plat of
Right of Way Required for Project 2390-1-21 dated September 1, 1974, the Racine
South County Line - S.T.H. 32 Road (S.T.H. 11 to S.T.H. 20 Section), S.T.H. 31,
Racine County, State of Wisconsin; said easements being recorded in the Register's
Office in and for Racine County in Volume 479 of Deeds on Page 667 as Document
Number 539375, Volume 1042 of Records on Pages 311, 312 and 313 as Document Numbers
86427 and 864028, and Volume 479 of Deeds on Page 671 as Document Number 539377.

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 those lands with
the present and future overhead or underground transmission lines and appurtenant facilities and sup-
porting 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 alter-
ation, or of the installation of new or additional facilities when deemed at the instance of and for the pur-
poses of the grantor, will be defrayed by the grantors.

DOCUMENT DRAFTED BY
WISCONSIN TELEPHONE COMPANY
Project 2390-1-21 By Joan Dalton, Attorney

Vol 1254 Page 39
Parcel No. 48

1254-39

Feb. 17, 1975

This grant shall be binding on the grantor, grantee, and their successors or assigns.

WITNESS the hand and seal of the grantor this 24 day of October, 1974.

In Presence of

Kathleen S. Weiland
Kathleen S. Weiland

By William J. Haase
William J. Haase
(Title) Chief Engineer

By Authorized pursuant to Section 48.01(5)
Wis. Stat.
(Title)

State of Wisconsin
Milwaukee County } SS.

On this 24 day of October, A.D. 1974, before me, the undersigned, personally appeared William J. Haase

and to me personally known, who being by me duly sworn, did say that they are respectively the

President and Chief Engineer of Wisconsin Telephone Company

that the seal affixed to the foregoing instrument is the corporate seal of said Corporation, and that the instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors

and said William J. Haase and severally acknowledged said instrument to be the free act and deed of said Corporation.

My commission expires March 7, 1976
Notary Public

951892

To
STATE OF WISCONSIN
Conveyance of Rights
In Land by Public Utility

Register of Deeds Office
County, Wis.
SS.

Received for record 12:25 - 9:00 a.m.
A.D. 1974 at 8:34
A.M. and recorded in Vol. 1254
of Records on Page 3840
300
Notary J. B. Buehler

DEPT. OF TRANS.
P.O. Box 649
310 S. WEST AVE.
WANTERSHA, WIS.

VOL 1257 PAGE 454

CONVEYANCE OF RIGHTS IN LAND BY PUBLIC UTILITY

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of
 1000.00 and no/100 Dollars (\$1.00) and

and other good and valuable consideration
 acknowledged hereby to be in full payment of the rights herein conveyed, and all damages, including the
 relocation or other alteration of existing transmission lines and supporting structures, except as here
 inafter further provided, WISCONSIN ELECTRIC POWER COMPANY

a public utility
 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 this
 easement, since said lands are the basis for this grant.

The said lands are situate within the Town of Mt. Pleasant
 City of Racine

Racine County, Wisconsin, and are shown on the map filed by the grantor with the
 County Highway Committee and the County Clerk of said County, as required by Section 84.09(1)
 Wisconsin Statutes, and are described as follows, to-wit: bearing revision date of September 1,
 1974, showing the plat of right of way required for Project I.D. 2390-1-21 filed 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 1/4)
 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 those
 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 Page 308 as Doc. No. 864025; on Jan. 26, 1970
 in Vol. 1042 of Records on Pages 311 and 312 as Doc. No. 864027; 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 41 to 46 inc. as Doc. No. 798811; on July 19, 1965 in Vol. 870 of
 Records on Pages 473 and 474, as Doc. No. 791390; on Dec. 1, 1965 in Vol. 888 of Records
 on Pages 50 to 52 inc. as Doc. No. 798813; on Sept. 14, 1972 in Vol. 1150 of Records on
 Pages 63 and 64 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. 748 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.R. "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 sup-
 porting 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 alter-
 ation, or of the installation of new or additional facilities when done at the instance of and for the pur-
 poses of the grantor, will be defrayed by the grantors.

Project 2390-1-40

Parcel No. 38

THIS INSTRUMENT WAS DRAFTER BY KATHLEEN J. TERRY
 ON BEHALF OF WISCONSIN ELECTRIC POWER COMPANY

953398
 II

1257-454

March 25, 1975

This grant shall be binding on the grantor, grantees, and their successors or assigns.

WITNESS the hand and seal of the grantor this 17th day of January, 1975.

In Presence of

Tracy Rossmann

Dorothy Rossmann

Cynthia Shurla

Cynthia Shurla

WISCONSIN ELECTRIC POWER COMPANY

By *Sol Burstein*
Sol Burstein

(Title) Executive Vice President

By *H. L. Warhanek*

(Title) H. L. Warhanek, Secretary

State of Wisconsin

Milwaukee County } SS.

On this 17th day of January, A.D. 1975, before me, the undersigned, personally appeared Sol Burstein

and H. L. Warhanek

to me personally known, who being by me duly sworn, did say that they are respectively Executive Vice President and Secretary of WISCONSIN ELECTRIC POWER COMPANY

a Wisconsin Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said Corporation; that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors

and said Sol Burstein and H. L. Warhanek severally acknowledged said instrument to be the free act and deed of said Corporation.

My commission expires Nov. 9, 1975.

Thomas R. Hamilton
Thomas R. Hamilton Notary Public

Waukesha County

533398

To

STATE OF WISCONSIN

Conveyance of Rights
in Land by Public Utility

Register of Deeds Office
Racine County, Wis. } SS.

Received for record 25th - March

A.D. 1975, at 8:23 o'clock

A.M., and recorded in Vol. 1252
of Records on Page 454, 455

3:00 PM

Register of Deeds

Wis Dept. Trans.

P.O. Box 649

Waukesha, Wis. 53186

DOCUMENT NO.

834011

VOL 972 PAGE 376

WARRANTY DEED-To Corporation
STATE OF WISCONSIN-FORM 4
THIS SPACE RESERVED FOR RECORDING DATA
Register's Office
Racine County, Wis. } SS.

Received for Record 3:55 PM of
A.D. 1967 at 2:45
o'clock P.M. and recorded in Volume 972
of Records on page 376

Stanley J. Bialecki
Register of Deeds

RETURN TO 2100

DEXTER D. BLACK

THIS INDENTURE, Made this 21st day of OCTOBER
A. D. 1967, between Mabel Sewell, of Racine,
Wisconsin,

Lincoln Lutheran Home of Racine, Inc., of the first part and

a Corporation
duly organized and existing under and by virtue of the laws of the State of Wisconsin, located
at Racine, Wisconsin, party of the second part.

Witnesseth, That the said party of the first part, for and in consideration
of the sum of One Dollar (\$1.00) and other good and
valuable consideration

to her
In hand paid by the said party of the second part, the receipt whereof is hereby
confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents
do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its successors and assigns
forever, the following described real estate situated in the County of Racine and State of Wisconsin, to-wit:

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 the South 15/40 of the South 40 acres of that part
of the Southwest 1/4 of Section 13, Township 3 North, of Range 22
East, that lies West of the highway running Northerly and Southerly
through said Section 13, comprising 15 acres more or less.

Together with all and singular the hereditaments and appurtenances therunto belonging or in any wise appertaining; and all the estate,
right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or expectancy
of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and To Hold the said premises as above described with the hereditaments and appurtenances unto the said party of the
second part, and to its successors and assigns FOREVER.

And the said Mabel Sewell

for herself, her

heirs, executors and administrators, do give, grant, bargain and agree to and
with the said party of the second part, its successors and assigns, that at the time of the executing and delivery of these presents she is
well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple,
and that the same are free and clear from all incumbrances whatever, except general real estate taxes for
the year 1967; special assessments assessed after May 24, 1967; and re-
strictions imposed by public authority upon use and occupancy.

and that the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns,
against all and every person or persons lawfully claiming the whole or any part thereof, she will forever WARRANT AND DEFEND,
except as above stated.

Witness Whereof, the said party of the first part has hereunto set her hand and seal this 30th
day of OCTOBER, A. D. 1967.

SIGNED AND SEALED IN PRESENCE OF

Donald A. Butchart

Jean Witt

Jean Witt

STATE OF WISCONSIN,
Racine County, } SS.

Personally came before me, this 3rd day of OCTOBER, A. D. 1967,
the above named Mabel Sewell

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



Donald A. Butchart

Notary Public, Racine County, Wis.

My Commission Expires (to) permanent

This instrument drafted by

Donald A. Butchart

972-376

Jan. 25, 1968

Resolution 3-98 dissolving the
Mt. Pleasant Storm Drainage District

Document Title Above

DOC # 2210698
Recorded
Apr. 27, 2009 AT 11:27AM

James A. Ladwig

JAMES A. LADWIG
RAVINE COUNTY
REGISTER OF DEEDS

Fee Amount: \$103.00



1035

Return to Name and Address Below

Juliet Edmunds
Village of Mt. Pleasant
6126 Durand Av.
Racine, WI 53406

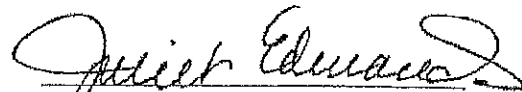
see attached parcel
listing
Parcel ID Number(s)

RESOLUTION NO. 3-98

CERTIFICATION

I hereby certify that the foregoing Resolution Establishing the Mount Pleasant Storm Water Utility District and Dissolving the Mount Pleasant Storm Drainage District is a true, correct and complete copy of the Resolution duly and regularly passed by the Town Board of the ~~Town of~~ ^{Village of} Mount Pleasant, Racine County, Wisconsin on the 26th day of January, 1998.

Dated this 24th day of April, 2009.



Juliet Edmands, Village Clerk
Village of Mount Pleasant
Racine County, Wisconsin

RESOLUTION 3- 98

RESOLUTION ESTABLISHING THE MT. PLEASANT STORM WATER UTILITY DISTRICT AND DISSOLVING MT. PLEASANT STORM DRAINAGE DISTRICT NO. 1

The Board of Supervisors of the Town of Mt. Pleasant, Racine County, Wisconsin (the "Town Board") do hereby resolve as follows:

WHEREAS, the Town Board has determined that it is in the best interest of the Town of Mt. Pleasant (the "Town") to establish a utility district and dissolve the Mt. Pleasant Storm Water Drainage District No. 1, pursuant to the authority granted by Section 66.072 of the Wisconsin Statutes, and

WHEREAS, the Town Board adopted a preliminary resolution on December 2, 1997 which proposed the creation of a utility district and dissolution of the Mt. Pleasant Storm Water Drainage District No. 1 (the "Preliminary Resolution"), and

WHEREAS, a notice of public hearing regarding matters contained in the Preliminary Resolution was posted in three public places in the Town and the proposed utility district on December 18, 1997, mailed to all of the property owners in the Town on December 20, 1997 and published as a Class 1 notice in the Racine Journal Times on January 2, 1998, and

WHEREAS, a public hearing was conducted on January 15, 1998 at the Mt. Pleasant Town Hall regarding matters contained in the preliminary resolution and all interested parties were given the opportunity to offer objections, criticisms, or suggestions regarding the Preliminary Resolution, and

NOW THEREFORE BE IT RESOLVED that pursuant to Sections 60.23 and 66.072 of the Wisconsin Statutes, the Mt. Pleasant Storm Water Utility District (the "Utility District") is hereby established in the area described at Exhibit A, and evidenced by the map at Exhibit B, both attached hereto and made a part hereof, and

BE IT FURTHER RESOLVED that pursuant to Section 66.072(5) of the Wisconsin Statutes, the Mt. Pleasant Storm Water Drainage District No. 1 is hereby dissolved, and

BE IT FURTHER RESOLVED that all assets, liabilities and functions of the Mt. Pleasant Storm Water Drainage District No. 1 are hereby transferred to and assumed by the Utility District, and

BE IT FURTHER RESOLVED that all management and administration of the Utility District shall be administered by the Town Board, or by any officers, boards or commissions of the Town of Mt. Pleasant as the Town Board so delegates, and

page 2

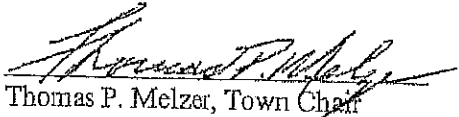
BE IT FURTHER RESOLVED that pursuant to Section 66.068 of the Wisconsin Statutes, the Mt. Pleasant Storm Water Utility District Commission is hereby created and shall be responsible for management and administration of the Utility District, subject to any approval, reporting or other requirements or restrictions imposed by the Town Board, and

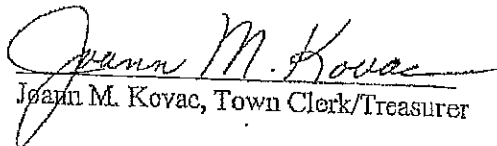
BE IT FURTHER RESOLVED that the Mt. Pleasant Storm Water Utility District Commission shall consist of three (3) Commissioners duly appointed by the Town Board. The initial Commissioners shall serve until their successors are appointed by the Town Board.

Dated this 26th day of January, 1998

Approved:

Attest:


Thomas P. Melzer, Town Chair


Joann M. Kovac, Town Clerk/Treasurer

**NOTICE
TO PROPERTY OWNERS OF THE TOWN OF MT. PLEASANT
WHOSE PROPERTY LIES WITHIN THE PROPOSED
TOWN UTILITY DISTRICT, AND ALL INTERESTED PERSONS**

PLEASE TAKE NOTICE:

A preliminary Resolution has been adopted on December 2, 1997 by the Board of Supervisors of the Town of Mt. Pleasant, proposing the creation of a utility district, pursuant to State Statute 66.072 of the Wisconsin Statutes, for the purpose of supplying storm water sewer service and other allowable utilities to the residents and commercial and business establishments of said proposed utility district. Such preliminary resolution also proposes the dissolution of the Mt. Pleasant Storm Water Drainage District No. 1 and assumption of all assets, liabilities, and functions of the Mt. Pleasant Storm Water Drainage District No. 1 by the proposed Utility District.

THE TOWN BOARD OF THE TOWN OF MT. PLEASANT WILL CONDUCT A PUBLIC HEARING ON SUCH PRELIMINARY RESOLUTION AT THE MT. PLEASANT TOWN HALL, 6126 DURAND AVENUE, RACINE, WISCONSIN 53406, ON THE 15TH DAY OF JANUARY, 1998 AT 7:30 PM.

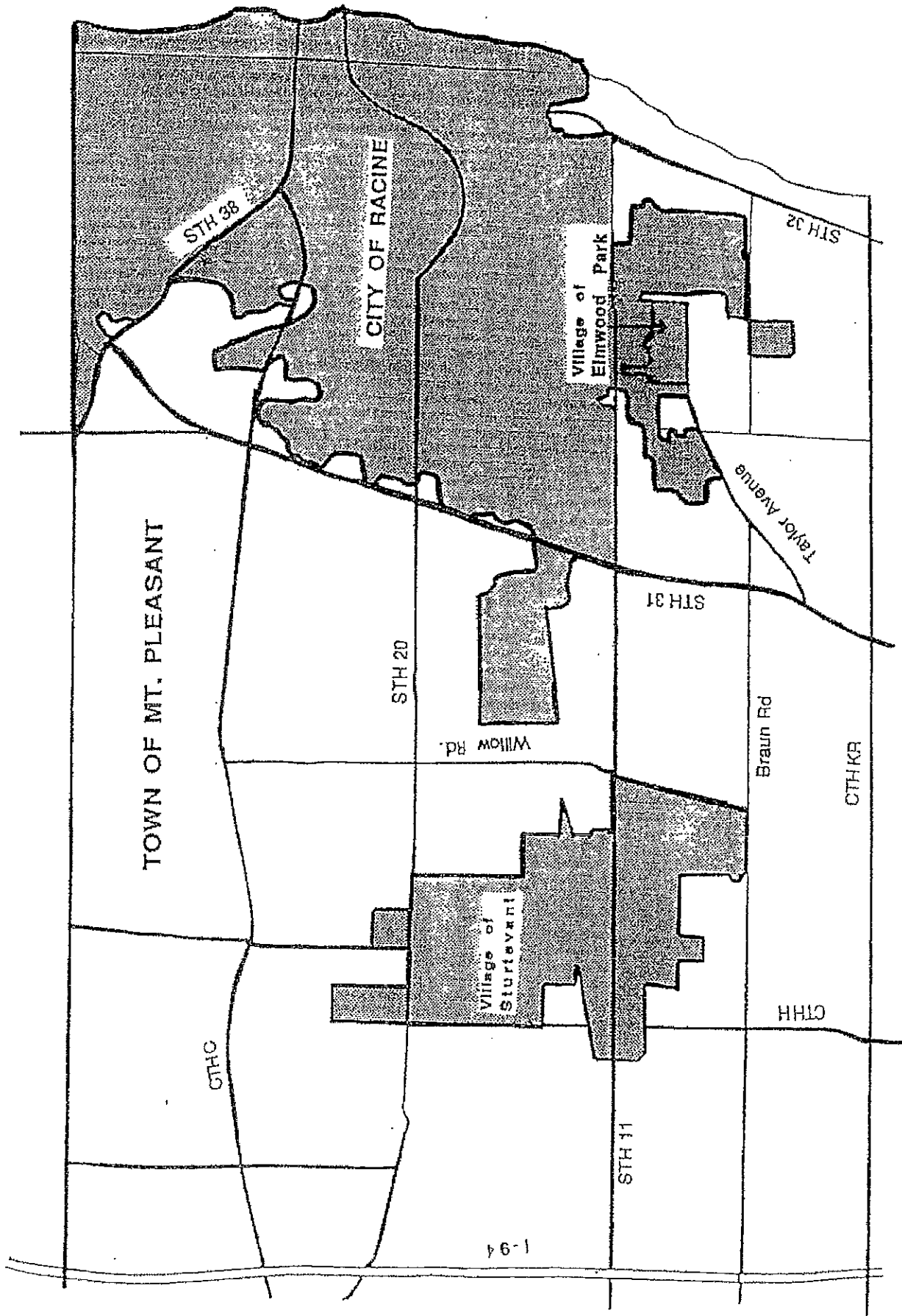
At such hearing all interested persons may be present and offer objections, criticisms or suggestions to the necessity of the proposed utility district and dissolution of the Mt. Pleasant Storm Water Drainage District No. 1 as outlined, and to question whether their property will be benefited by the establishment of such a district. In addition, any person wishing to object to the organization of such utility district and the dissolution of the Mt. Pleasant Storm Water Drainage District No. 1 may, before the date set for the meeting, file his/her/its objections to the formation of such district with the Town Clerk, Joann M. Kovac, 6126 Durand Avenue, Racine, Wisconsin 53406.

The boundaries of the area to be included within the proposed utility district are as described below and made a part hereof; and a map showing the location thereof is set forth on the back of this notice and made a part hereof.

BY ORDER OF THE TOWN BOARD
Joann M. Kovac, Town Clerk

DESCRIPTION

Begin on the westerly shoreline of Lake Michigan at a point where the South line of section 32, Town 3 North, Range 23 East intersects said westerly shoreline; thence continue westerly along the South lines of Section 32 and 31, Town 3 North, Range 23 East and South lines of Sections 36, 35, 34, 33, 32, and 31, Town 3 North, Range 22 East to the West line of said Section 31 Town 3 North, Range 22 East; thence northerly along the West line of Section 31, 30, 19, 18, 7 and 6, Town 3 North, Range 22 East to the North line of said Section 6, Town 3 North, Range 22 East; thence easterly along the North lines of Sections 6, 5, 4, 3, 2 and 1, Town 3 North, Range 22 East and North line of Sections 6, 5, and 4, Town 3 North, Range 23 East to the westerly shoreline of Lake Michigan, thence south along said westerly shoreline to the point of beginning. Excluding all land within the corporate limits of the City of Racine and Villages of Elmwood Park and Sturtevant.



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5641 151032224036000	5642 151032224037000	5643 151032224038000	5644 151032224039000	5645 151032224040000
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5651 151032224046000	5652 151032224047000	5653 151032224048000	5654 151032224049000	5655 151032224050000
5656 151032224051000	5657 151032224052000	5658 151032224053000	5659 151032224054000	5660 151032224055000
5661 151032224056000	5662 151032224057000	5663 151032224058000	5664 151032224059000	5665 151032224060000
5666 151032224061000	5667 151032224064000	5668 151032224066000	5669 151032224067000	5670 151032224068000
5671 151032224069000	5672 151032224070000	5673 151032224071000	5674 151032224072000	5675 151032224073000
5676 151032224074000	5677 151032224075000	5678 151032224076000	5679 151032224078000	5680 151032224079000
5681 151032224080000	5682 151032224081000	5683 151032224082000	5684 151032225002020	5685 151032225005010
5686 151032225005020	5687 151032225005030	5688 151032225006010	5689 151032225006020	5690 151032225006030
5691 151032225006040	5692 151032225006050	5693 151032225006060	5694 151032225006070	5695 151032225007000
5696 151032225008000	5697 151032225009000	5698 151032225010000	5699 151032225011000	5700 151032225012000
5701 151032225013000	5702 151032225014000	5703 151032225015000	5704 151032225016000	5705 151032225017000
5706 151032225018000	5707 151032225019000	5708 151032225020000	5709 151032225021000	5710 151032225022000
5711 151032225023000	5712 151032225024010	5713 151032225024020	5714 151032225025010	5715 151032225025020
5716 151032225025030	5717 151032225025040	5718 151032225026000	5719 151032225026010	5720 151032225027010

DOCUMENT #

1590867

Real Estate Mortgage

REGISTER'S OFFICE
RACINE COUNTY, WI

Document Number

Document Title

RECORDED

9 AUG 15 AM 11:01

MASSA LADD
REGISTER OF DEEDS

Recording Area

20

Name and Return Address

Ald Association For Lutherans
4321 N. Ballard Rd.
Appleton, WI 54919
Attn: Law Dept.

All of 008-03-22-13-151-010

Part of 008-03-22-24-011-000

Parcel Identification Number (PIN)

VOL PAGE

2665 958-973

22030

This information must be completed by submitter: document title, name & return address, and PIN (if 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. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Aid Association for Lutherans
4321 North Ballard Road
Appleton, WI 54919
Attn: Law Department

sent ab *5/11 ab*
Tax Key Nos. 51-008-03-22-24-011-000 & 51-008-03-22-13-151-010.

REAL ESTATE MORTGAGE

This Mortgage is made and entered into as of August 8, 1997, by Mt. Pleasant Evangelical Lutheran Church ("Mortgagor"), a religious corporation duly organized under the laws of the State of Wisconsin, to Aid Association for Lutherans ("Mortgagee"), a fraternal benefit society duly organized and existing under the laws of the State of Wisconsin.

Mortgagor is indebted to Mortgagee, as evidenced in a Mortgage Note ("Note") of even date, in the aggregate principal sum of One Million Two Hundred Thousand and No/100 Dollars (\$1,200,000.00), together with interest at an annual rate of seven and five-eighths percent (7 5/8%), both principal and interest of the Note being payable at the office of Mortgagee as more specifically set forth therein.

To secure the payment of the principal, interest, and premium, if any, on the Note and to secure the performance by Mortgagor of each and every term, covenant, agreement, and condition contained in the Note and this Mortgage, Mortgagor does hereby mortgage and convey unto Mortgagee, its successors and assigns, a security interest in the following described real estate and other property, in Racine County, Wisconsin:

Parcel 1:

That part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East, bounded as follows: Begin at a point on the North line of Section 24 located South 89° 08' 18" East 1214.21 feet from the Northwest corner of said Section 24; run thence South 89° 08' 18" East 465.84 feet along said North line to the West line of S.T.H. #31 and a point on a curve to the left whose radius is 3879.72 feet and whose chord bears South 12° 11' 47" West 37.80 feet; thence Southwesterly 37.80 feet along the arc of said curve; thence South 11° 55' 02" West 247.94 feet along said West line; thence North 89° 08' 18" West 410.87 feet; thence North 00° 51' 42" East 280.40 feet to the North line of said Section and the point of beginning. Said land being in the Town of Mt. Pleasant, Racine County, Wisconsin.

Address: 1700 South Green Bay Road
Tax Key No. 51-008-03-22-24-011-000.

Parcel 2:

That part of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, bounded as follows: Commence at a standard Racine County monument marking the Southwest corner of the said Southwest 1/4; run thence South 89° 08' 18" East 1391.28 feet on the South line of the Southwest 1/4 to the point of beginning of this description; continue thence South 89° 08' 18" East 278.68 feet to a point on the West line of S.T.H. "31"; thence North 11° 55' 25" East 43.17 feet on said West line; thence North 15° 15' 26" East 87.55 feet on said West line to a point on the South line of 16th Street; thence North 89° 08' 18" West 41.66 feet on the South line of said 16th Street to a point of curvature of a curve of Southwesterly convexity whose radius is 556.92 feet and whose chord bears North 78° 15' 58" West 210.09 feet; thence Northwesterly 211.36 feet on the arc of said curve and the Southerly line of 16th Street; thence South 20° 52' 30" West 177.52 feet to the point of beginning. Subject to the rights of the public in and to S.T.H. "31", also subject to an easement for ingress and egress over the Westerly 33 feet in width of the above described land. Said land being in the Town of Mt. Pleasant, Racine County, Wisconsin.

Tax Key No. 51-008-03-22-13-151-010.

Together with all improvements, tenements, easements, fixtures, and appurtenances thereto; and all rents, issues and profits, for so long as and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with such real estate); and all apparatus, equipment or articles now or hereafter used to supply heat, gas, air conditioning, water, light, power, refrigeration and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves, and water heaters. All of the foregoing are declared to be a part of the real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment, or articles hereafter placed on the premises by Mortgagor or its successors or assigns shall be considered as constituting part of the real estate. Any reference herein to the "Premises" shall be deemed to apply to the above described real estate and other property and items covered by this Mortgage, unless the context shall require otherwise.

Mortgagor hereby warrants to and covenants with Mortgagee, its successors and assigns that:

1. Mortgagor has good and indefeasible title to the Premises in fee simple, free and clear of all liens, charges, and encumbrances and has the full right and authority to execute and deliver to Mortgagee the Note and this Mortgage.
2. Mortgagor will keep the Premises in good condition and repair; will not remove any building or improvement thereon; will not commit, suffer, or permit any waste, impairment, or deterioration of the property; and will keep the Premises free from all liens superior to the lien of this Mortgage.
3. Mortgagor will keep the Premises insured against loss or damage by fire, windstorm, or other hazard as may be required by Mortgagee, in the amount of

not less than One Million Two Hundred Thousand and No/100 Dollars (\$1,200,000.00) (and if the policies of such insurance contain any condition or provision as to co-insurance, the building shall be kept insured for a sufficient amount to comply with such co-insurance condition). Policies of such insurance shall be carried with an A+, A, or A- rated company that has a financial size of VII or better as shown in a current Best's Key Rating Guide (or comparable guide book acceptable to Mortgagee if Best's should become unavailable), shall include a mortgage indemnity clause in favor of Mortgagee, and shall be in such form as Mortgagee may require. All such policies and their renewals shall be delivered to Mortgagee. In the event of loss, Mortgagee is hereby authorized to collect proceeds due under the policies and to apply them, at the option of Mortgagee, either in reduction of the indebtedness hereby secured or in restoration or repair of the damaged property.

4. Mortgagor will pay the indebtedness hereby secured and will pay annually to the proper officers all taxes and assessments which shall be levied or assessed on the Premises or any part thereof, as well as all taxes and assessments which shall be levied or assessed under or by virtue of any law now or hereafter existing in the State of Wisconsin against Mortgagee, upon this Mortgage, or the debts hereby secured, or upon the Mortgagor's interest in the Premises and will procure and deliver to Mortgagee, at its Home Office in Appleton, Wisconsin, on or before the first day of May in each and every year, original or duplicate receipts of the proper officers for the payment of all such taxes and assessments levied or assessed on the Premises, on this Mortgage or the debt secured thereby, or on the Mortgage interest of the Mortgagee.
5. Mortgagor will not, without the prior written consent of Mortgagee, sell or otherwise transfer the Premises or any part thereof, or directly or indirectly, create or incur any indebtedness for borrowed money except for the indebtedness secured by this Mortgage until the total debt per confirmed, communing, contributing member is \$1,000 or less. When the total debt per confirmed, communing, contributing member is \$1,000 or less, the congregation may incur short term unsecured borrowings maturing within one year not to exceed ten percent (10%) of the original loan.

Provided always, and upon the express condition that if all of the principal and interest and premium, if any, on the Note shall be discharged in accordance with the terms and conditions therein contained, and if Mortgagor shall otherwise keep and perform the covenants and conditions described in this Mortgage, at the times and in the manner therein provided, then these presents shall be null and void, otherwise this Mortgage is to remain in full force and effect.

If all or any of the Premises is damaged, taken, or acquired, either temporarily or permanently, in any condemnation proceeding, by exercise of the right of eminent domain, by sale in lieu of condemnation or eminent domain, or by the alteration of the grade of any street affecting the Premises, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the then remaining unpaid indebtedness

secured hereby, is assigned to Mortgagee, who is empowered to collect and receive the same and to give proper receipts therefore in the name of Mortgagor, and the same shall be paid forthwith to Mortgagee. Any award or payment so received by Mortgagee may at the option of Mortgagee, be retained and applied in whole or part, to the indebtedness secured hereby (whether or not then due and payable), in such manner as Mortgagee may determine, or released in whole or part to Mortgagor for purposes of altering, restoring, or rebuilding any part of the Premises which may have been altered, damaged, or destroyed as a result of such taking, altering, or proceeding, but Mortgagee shall not be obligated to see to the application of any amounts so released. Until such time as such award or other payment is actually received by Mortgagee and applied to the indebtedness secured hereby, Mortgagor shall continue paying interest on the unpaid principal balance of the Note at the rate of interest therein specified.

If the Mortgagor shall fail or neglect punctually to keep and perform any of the covenants and conditions herein prescribed, the Mortgagee may thereby perform the same, and all costs and expenses incurred thereby shall be repaid by Mortgagor to Mortgagee on demand, with interest thereon at the rate of seven and five-eighths percent (7 5/8%) per annum and until so paid shall with such interest be added to the debt hereby secured.

If the Mortgagor shall default in the payment of the principal or interest of the Note, or in the due performance of any of the agreements contained in the Note or this Mortgage, then the whole amount of the principal sum remaining unpaid, together with the interest, and all sums so paid by Mortgagee, and interest thereon, shall, at the option of Mortgagee, be deemed to have become due without notice, notice of such option hereby expressly waived, and shall thereon be collectible in a suit at law, or by foreclosure of this Mortgage, in the manner as if the whole principal sum had been made payable at the time when such default shall occur. In each and all such cases, it shall be permissible for Mortgagee to grant, sell, and convey the Premises at public auction or vendue, and to make and execute to the purchaser or purchasers, good and sufficient deeds of conveyance in the law, pursuant to the statute in such case; and out of the monies arising from such sale, after deducting the cost of such sale, to retain the principal and interest which shall then remain unpaid upon the Note, and a reasonable sum as attorney's fees, and all sums paid for taxes and assessments, insurance, maintenance and repairs, prior liens, claims, adverse titles and encumbrances, title evidence, and all other lawful costs and expenses, rendering the surplus money, if any, to Mortgagor, its successors or assigns.

In the case of the foreclosure of this Mortgage, Mortgagor will pay to Mortgagee, all expenses incurred in procuring and continuing abstracts of title or in procuring title insurance for the purpose of such foreclosures; and will pay in addition to the taxable costs in any such foreclosure action a reasonable and customary sum as attorney's fees; all of which sums shall be included in the judgement of the foreclosure of this Mortgage.

Upon the commencement or during the pendency of any action to foreclose this Mortgage, the court in which such action is brought may appoint a receiver of the mortgaged Premises and may empower said receiver to collect the rents, issues and profits of the Premises during the pendency of such foreclosure action, and until the confirmation of sale made under any judgement foreclosing this Mortgage, and may order such rents, issues and profits, once so collected, to be held and applied, as the court shall from time to time direct.

2665 973

IN WITNESS WHEREOF, Mt. Pleasant Evangelical Lutheran Church, Mortgagor, has caused these presents to be signed by Eric J. Ormson and Sharon A. Nyman, at Mount Pleasant, Wisconsin, and its corporate seal to be hereunto affixed as of the day and year first above written.

(SEAL)

Mt. Pleasant Evangelical Lutheran Church

**Signed and Sealed in
Presence of:**

By:

Name: Eric J. Ormson
Title: Financial Secretary

Name: Sharon A. Nyman
Title: Secretary

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

Personally came before me, this 8th day of August, 1997,
Eric J. Ormson and Sharon A. Nyman,
of the above named corporation, to me known to be the persons who executed the foregoing
instrument, and to me known to be holders of the offices indicated in said corporation, and
acknowledged that they executed the foregoing instrument as such officers as the deed of said
corporation, by its authority.

(SEAL)

Gwen M. Olsen
Notary Public, Racine County, Wisconsin
Gwen M. Olsen

My commission expires: 3-5-2000

This instrument drafted by Kenneth E. Podell, Attorney, Aid Association for Lutherans, Appleton, Wisconsin.

0000519

DOC # 1987875
Recorded
AUG. 13, 2004 AT 02:49PM

This instrument was drafted under the supervision of and should be returned after recordation to:

Thrivent Financial for Lutherans
Attn: Church Loan Department
4321 North Ballard Road
Appleton, WI 54919-0001
Dean Bussey, Esquire

Loan No. 200076370

Mark Ladd

MARK LADD
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$21.00



[Above space reserved for recording information.]

Tax Parcel No. All of ~~008-03-22-13-151-010~~; Part of ~~008-03-22-24-011-000~~
151 151

**FIRST AMENDMENT OF PROMISSORY NOTE
and
REAL ESTATE MORTGAGE
(With Additional Advance)**

THIS FIRST AMENDMENT OF PROMISSORY NOTE and REAL ESTATE MORTGAGE ("First Amendment") is made and entered into as of the 12 day of August, 2004, by and between MT. PLEASANT EVANGELICAL LUTHERAN CHURCH, a Wisconsin corporation ("Borrower"), whose address is 1700 South Green Bay Road, Racine, Wisconsin 53406, and THRIVENT FINANCIAL FOR LUTHERANS, a Wisconsin corporation ("Thrivent Financial"), formerly known as AID ASSOCIATION FOR LUTHERANS ("AAL"), whose address is 4321 North Ballard Road, Appleton, Wisconsin 54919.

WHEREAS, Borrower executed and delivered to AAL that certain Promissory Note dated August 8, 1997 ("Note"), as evidence of an indebtedness in the original principal amount of One Million Two Hundred Thousand and No/100 Dollars (\$1,200,000.00).

WHEREAS, to secure the repayment of the Note, Borrower executed and delivered to AAL that certain Real Estate Mortgage dated August 8, 1997 and recorded in the Register's Office in and for Racine County, Wisconsin, on August 15, 1997 in Volume 2665, Page 968-973, as Document No. 1590867 ("Mortgage"), covering certain real property and improvements located in Racine County, Wisconsin, as described in the Mortgage and on Exhibit A attached hereto ("Property").

WHEREAS, the Note was modified by a First Allonge to Promissory Note dated November 1, 2002 ("First Allonge").

THE NOTE, WHICH CONTAINS PROVISIONS FOR A CHANGE IN THE RATE OF INTEREST, IS INCORPORATED HEREIN BY REFERENCE.

WHEREAS, effective May 21, 2002, AAL amended its Articles of Incorporation to change its name to Thrivent Financial for Lutherans. Thus by reason of corporate name change, AAL is now known as Thrivent Financial for Lutherans.

WHEREAS, the most recent monthly installment of principal and interest owing under the Note was paid on August 1, 2004, and after application of that payment, the outstanding principal balance owing under the Note was Seven Hundred Forty-Eight Thousand Six Hundred Sixty-Eight and 39/100 Dollars (\$748,668.39).

WHEREAS, it is beneficial to the above named parties to modify and amend certain provisions in the Note, Mortgage and First Allonge.

WHEREAS, Borrower warrants to Thrivent Financial that it has not granted or permitted any other liens which presently encumber the Property described herein and will not so encumber the Property without Thrivent Financial's prior written consent.

NOW, THEREFORE, in consideration of the above recitals, the covenants and agreements contained herein, the sum of One and No/100 Dollar (\$1.00) paid, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agree as follows:

1. Notwithstanding any provisions of the Note, Mortgage and/or First Allonge to the contrary, effective August 12, 2004 the Note, Mortgage and First Allonge shall be, and the same are hereby modified, altered and amended in the following respects:

(a) **Additional Advance.** On August 12, 2004, Thrivent Financial agrees to advance to Borrower the additional sum of Eight Hundred Fifty-One Thousand Three Hundred Thirty-One and 61/100 Dollars (\$851,331.61), thereby bringing the then-outstanding principal balance owing under the Note to One Million Six Hundred Thousand and No/100 Dollars (\$1,600,000.00). Thus, from and after August 12, 2004, the Mortgage shall secure the new principal balance of One Million Six Hundred Thousand and No/100 Dollars (\$1,600,000.00) and all other amounts owing under the Note and Mortgage from time to time.

(b) **Interest Rate.** The interest rate on the Note shall be reset to five and three-fourths percent (5.75%) per annum.

(c) **Monthly Payments of Principal and Interest/New Maturity Date.** A principal and interest payment in the amount of Eight Thousand Nine Hundred Thirty-Eight and 97/100 Dollars (\$8,938.97) shall become due and payable on September 1, 2004. Thereafter, Borrower shall make equal monthly payments of principal and interest in the amount of Ten Thousand Sixty-Five and No/100 Dollars (\$10,065.00) commencing on October 1, 2004, and continuing on the first (1st) day of each month thereafter until August 1, 2029, at which time all outstanding principal and all accrued and unpaid interest shall be due and payable, the new maturity date.

(d) **Additional Provisions.** The following paragraphs are hereby added to the Note and Mortgage:

(i) Thrivent Financial has the option, upon ninety (90) days' prior written notice, to adjust the rate of interest under the Note effective August 1, 2014 and August 1, 2024 to Thrivent Financial's then-current rate for similar loans.

(ii) In the event of such change in interest rate, the monthly installments of principal and interest will be adjusted so as to amortize the remaining principal balance over the term of the Note then remaining.

(e) **Insurance.** Section 3 of the Mortgage is hereby amended to increase the amount of casualty insurance required thereby from One Million Two Hundred Thousand and No/100 Dollars (\$1,200,000.00) to One Million Six Hundred Thousand and No/100 Dollars (\$1,600,000.00).

2. Except as modified and amended herein, all of the provisions of the Note, Mortgage and First Allonge shall remain in full force and effect.

3. This First Amendment may be executed in several counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.

4. Nothing herein contained shall be construed to impair the security of Thrivent Financial, or its successors or assigns, under the Mortgage, nor to impair any rights or powers which Thrivent Financial may have under or by virtue of the Note, Mortgage, First Allonge or any of the loan documents, for the recovery of monies due, with interest, and this First Amendment shall not be considered a novation. Except as provided herein, no other term, condition or provision of the Note, Mortgage and First Allonge shall be in any way altered or changed, and Borrower hereby ratifies and confirms the Note, Mortgage and First Allonge, as modified herein, and its obligations thereunder, and agrees that it is and shall continue to be bound by all such terms, provisions and conditions of the Note, Mortgage and First Allonge.

5. This First Amendment and each and every part hereof shall be binding upon the parties hereto and upon their successors and assigns and shall inure to the benefit of each and every future holder of the Note, including the successors and assigns of Thrivent Financial.

*[The remainder of this page is intentionally left blank.
Signatures are found on the following two (2) pages.]*

0000522

IN WITNESS WHEREOF, the undersigned has executed and entered into this First Amendment the day and year first above written.

MT. PLEASANT EVANGELICAL LUTHERAN CHURCH,
a Wisconsin corporation

By: RAK
Name: RALPH KELSEY
Title: PRESIDENT

By: David S. Cahini
Name: David S. Cahini
Title: Financial Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF RACINE)

On this 12 day of August, 2004, before me personally came the above named Ralph Kelsey and David S. Cahini and

MT. PLEASANT EVANGELICAL LUTHERAN CHURCH, a Wisconsin corporation, to me known to be such officers of said corporation and to me well known to be the persons who executed the above instrument and acknowledged the same as the deed of said corporation.

(SEAL) KATHRYN M. BERGER
NOTARY PUBLIC
STATE OF WISCONSIN
My commission expires 7-20-07

Kathryn M. Berger
Notary Public

0000523

IN WITNESS WHEREOF, the undersigned has executed and entered into this First Amendment the day and year first above written.

THRIVENT FINANCIAL FOR LUTHERANS,
a Wisconsin corporation

By: David C. Francis

Name: David C. Francis

Title: Vice President - Equities

STATE OF WISCONSIN)
) ss.
COUNTY OF OUTAGAMIE)

On August 9, 2004, before me personally came the above named David C. Francis, Vice President - Equities, of **THRIVENT FINANCIAL FOR LUTHERANS**, a Wisconsin corporation, to me known to be such officer of said corporation and to me well known to be the person who executed the above instrument and acknowledged the same as the deed of said corporation.

(SEAL)

Kathleen M. Jan Borty
Notary Public, State of Wisconsin

My commission expires August 6, 2006.

0000524

Exhibit A

Legal Description

Parcel 1:

That part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East, bounded as follows: Begin at a point on the North line of Section 24 located South 89° 08' 18" East 1214.21 feet from the Northwest corner of said Section 24; run thence South 89° 08' 18" East 465.84 feet along said North line to the West line of S.T.H. #31 and a point on a curve to the left whose radius is 3879.72 feet and whose chord bears South 12° 11' 47" West 37.80 feet; thence Southwesterly 37.80 feet along the arc of said curve; thence South 11° 55' 02" West 247.94 feet along said West line; thence North 89° 08' 18" West 410.87 feet; thence North 00° 51' 42" East 280.40 feet to the North line of said Section and the point of beginning. Said land being in the Town of Mt. Pleasant, Racine County, Wisconsin.

Village

Address: 1700 South Green Bay Road

Tax Key No. 51-008-03-22-24-011-000.

151

Parcel 2:

That part of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, bounded as follows: Commence at a standard Racine County monument marking the Southwest corner of the said Southwest 1/4; run thence South 89° 08' 18" East 1391.28 feet on the South line of the Southwest 1/4 to the point of beginning of this description; continue thence South 89° 08' 18" East 278.68 feet to a point on the West line of S.T.H. "31"; thence North 11° 55' 25" East 43.17 feet on said West line; thence North 15° 15' 26" East 87.55 feet on said West line to a point on the South line of 16th Street; thence North 89° 08' 18" West 41.66 feet on the South line of said 16th Street to a point of curvature of a curve of Southwesterly convexity whose radius is 556.92 feet and whose chord bears North 78° 15' 58" West 210.09 feet; thence Northwesterly 211.36 feet on the arc of said curve and the Southerly line of 16th Street; thence South 20° 52' 30" West 177.52 feet to the point of beginning. Subject to the rights of the public in and to S.T.H. "31", also subject to an easement for ingress and egress over the Westerly 33 feet in width of the above described land. Said land being in the Town of Mt. Pleasant, Racine County, Wisconsin.

Village

Tax Key No. 51-008-03-22-13-151-010.

151

*This instrument drafted by and after
recording return to:*

Thrivent Financial for Lutherans
Attn: Church Loan Department
625 Fourth Avenue South, MS 1120
Minneapolis, MN 55415

Loan No. 200076370

LYBON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00
Pages: 7

[Above space reserved for recording information.]

Tax Key Nos. All of 51-151-03-22-13-151-010
Part of 51- 151-03-22-24-011-000

30-7

**SECOND AMENDMENT OF PROMISSORY NOTE
and
REAL ESTATE MORTGAGE
(With Additional Advance)**

THIS SECOND AMENDMENT OF PROMISSORY NOTE and REAL ESTATE MORTGAGE ("Second Amendment") is made and entered into as of January 28th, 2013, by and between Mt. Pleasant Evangelical Lutheran Church, a Wisconsin corporation ("Borrower"), whose address is 1700 South Green Bay Road, Racine, Wisconsin 53406, and Thrivent Financial for Lutherans, a Wisconsin corporation ("Thrivent Financial"), formerly known as Aid Association for Lutherans ("AAL"), whose address is 625 Fourth Avenue South, Minneapolis, Minnesota 55415.

RECITALS

WHEREAS, Borrower executed and delivered to AAL that certain Promissory Note dated August 8, 1997 ("Note"), as evidence of an indebtedness in the original principal amount of One Million Two Hundred Thousand and No/100 Dollars (\$1,200,000.00).

WHEREAS, to secure the repayment of the Note, Borrower executed and delivered to AAL that certain Real Estate Mortgage dated August 8, 1997 and recorded in the office of the Register of Deeds, in and for Racine County, Wisconsin, on August 15, 1997, in Volume 2665, Pages 968-973, as Document No. 1590867 ("Mortgage"), covering certain real property and improvements located in Racine County, Wisconsin, as described in the Mortgage and on Exhibit A attached hereto ("Property").

THE NOTE, WHICH CONTAINS PROVISIONS FOR A CHANGE IN THE RATE OF INTEREST, IS INCORPORATED HEREIN BY REFERENCE.

WHEREAS, the Note was modified by that certain First Allonge to Promissory Note effective November 1, 2002 ("**First Allonge**").

WHEREAS, the Note and Mortgage were modified by that certain First Amendment of Promissory Note and Real Estate Mortgage dated August 12, 2004 and recorded in the office of the Register of Deeds, in and for Racine County, Wisconsin, on August 13, 2004, Pages 0000519 - 0000524, as Document No. 1987875 ("**First Modification**").

The Note, Mortgage, First Allonge and First Modification are sometimes collectively referred to hereinafter as the "**Loan Documents**".

WHEREAS, on May 21, 2002, AAL amended its Articles of Incorporation for the purpose of changing its name to Thrivent Financial for Lutherans. Thus, AAL is now known as Thrivent Financial for Lutherans.

WHEREAS, the most recent monthly installment of principal and interest owing under the Note will be paid for February 1, 2013, and after application of that payment, the outstanding principal balance owing under the Note will be Eight Hundred Seventy-Seven Thousand Twenty-Six and 49/100 Dollars (\$877,026.49).

WHEREAS, it is beneficial to the above named parties to modify and amend certain provisions in the Loan Documents.

WHEREAS, Borrower warrants to Thrivent Financial that it has not granted or permitted any other liens which presently encumber the Property described herein and will not so encumber the Property without Thrivent Financial's prior written consent, except for any short term unsecured borrowings maturing within one (1) year not to exceed ten percent (10%) of the original loan provided that total debt does not exceed Three Thousand Five Hundred and No/100 Dollars (\$3,500.00) per contributing member.

COVENANTS OF BORROWER

NOW, THEREFORE, in consideration of the foregoing recitals, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, effective February 1, 2013 the provisions of the Loan Documents shall be, and the same are hereby modified, altered and amended in the following respects:

- **Additional Advance.** On February 1, 2013, Thrivent Financial agrees to advance to Borrower the additional sum of One Hundred Seventy-Five Thousand and No/100 Dollars (\$175,000.00), thereby bringing the then-outstanding principal balance owing under the Note, as secured by the Mortgage, to One Million Fifty-Two Thousand Twenty-Six and 49/100 Dollars (\$1,052,026.49) ("**Loan**").

- **Interest Rate.** The interest rate on the Note shall be reset to four and three-eighths percent (4.375%) per annum.
- **Rate Review.** Thrivent Financial's option, as set forth in the First Modification, to increase or decrease the interest rate on August 1, 2014 and August 1, 2024 is hereby reset to February 1, 2023, to Thrivent Financial's then current rate for similar loans.
- **Monthly Payments of Principal and Interest/Maturity Date.** Borrower shall make equal monthly payments of principal and interest in the amount of Nine Thousand Four Hundred Four and No/100 Dollars (\$9,404.00) commencing on March 1, 2013, and continuing on the first (1st) day of each month thereafter until February 1, 2025 ("Maturity Date"), at which time all outstanding principal and all accrued and unpaid interest shall be due and payable.
- **Prepayment Privilege.** Borrower reserves the privilege of making payments on the principal hereof, without premium. All payments in addition to mandatory payments shall be applied to the last maturing installments in the inverse order of their maturities and no prepayment of part but not all of the Note shall relieve Borrower from making each mandatory payment as it becomes due.

Notwithstanding the above, a two percent (2%) prepayment fee of the outstanding principal balance will be charged if the Loan is prepaid with funds from another lender on or before February 1, 2018.

- **Late Charge.** Time is of the essence with respect to each and every obligation of Borrower set forth in this Note. In the event that any required payment of principal and/or interest is not made within ten (10) days of the due date thereof, a late payment charge of four cents (\$.04) for each dollar (\$1.00) so overdue (but in no event less than One Hundred and No/100 Dollars) may be charged by Thrivent Financial for the purpose of defraying a portion of the expense incident to handling such overdue payment. In the event that any such overdue payment is not made with thirty (30) days thereafter, an additional late payment charge of four cents (\$.04) for each dollar (\$1.00) so overdue may be charged by Thrivent Financial for such purpose and Thrivent Financial may charge an additional four cents (\$.04) for each dollar (\$1.00) so overdue for each additional month, or fraction thereof, during which any such payment remains past due. The foregoing late payment charges apply individually to each required payment of principal and interest which is past due, and once imposed will not be adjusted pro rata on a daily basis. Thrivent Financial has the option to either require the late fees in addition to the monthly payment or add the fees to principal.
- **Certification.** Borrower acknowledges that the additional advance can only be used for new and old choir room, classroom, garden room, and carpeting projects and cannot be used for any other purpose. Failure to comply with this covenant, at the option of Thrivent Financial, shall constitute a default under the Loan Documents.
- **Annual Statements.** Within ninety (90) days after the end of each fiscal year during the term of the Loan, Borrower will furnish to Thrivent Financial (a) annual financial statements of Borrower, including a balance sheet and income statement, (b) annual report of the congregation, (c) copy of budget for the next succeeding year, and (d) such additional information as Thrivent

Financial may from time to time request. Failure to provide such reports shall, at the option of the Thrivent Financial, constitute a default under the Loan.

- **Synod Affiliation.** If Borrower ceases to be affiliated with the Evangelical Lutheran Church in America, or its successor, then Thrivent Financial may declare the entire indebtedness to be immediately due and payable. In this event and upon request of Borrower, Thrivent Financial will re-underwrite the Loan and Borrower's financial viability for repayment. If Borrower then meets Thrivent Financial's standard underwriting guidelines, the Loan will not be called due, but Thrivent Financial reserves the right to revise the terms and conditions of the Loan at the time of re-underwriting. However, at any time during the term of the Loan that Borrower ceases to be affiliated with the Lutheran Church, then Thrivent Financial may declare the entire indebtedness to be immediately due and payable.

MISCELLANEOUS

Except as modified and amended herein, all of the provisions of the Loan Documents shall remain in full force and effect.

This Second Amendment may be executed in several counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.

Nothing herein contained shall be construed to impair the security of Thrivent Financial, or its successors or assigns, under the Loan Documents, nor to impair any rights or powers which Thrivent Financial may have under or by virtue of the Loan Documents for the recovery of monies due, with interest, and this Second Amendment shall not be considered a novation. Except as provided herein, no other term, condition or provision of the Loan Documents shall be in any way altered or changed, and Borrower hereby ratifies and confirms the Loan Documents, as modified herein, and its obligations thereunder, and agrees that it is and shall continue to be bound by all such terms, provisions and conditions of the Loan Documents.

This Second Amendment and each and every part hereof shall be binding upon the parties hereto and upon their successors and assigns and shall inure to the benefit of each and every future holder of the Note, including the successors and assigns of Thrivent Financial.

*[The remainder of this page is intentionally left blank.
Signatures are found on the following two (2) pages.]*

IN WITNESS WHEREOF, the undersigned has executed and entered into this Second Amendment the day and year first above written.

Mt. Pleasant Evangelical Lutheran Church,
a Wisconsin corporation

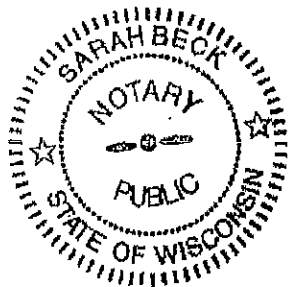
By: Gene H. Hertz
Name: Gene H. Hertz
Title: President

By: David S. Beckwith
Name: David S. Beckwith
Title: Vice President

[illegible]

On January 28th, 2013, before me personally, came the above named Gene H. Holtz and David S. Bechini, the President and Vice President, respectively, of Mt. Pleasant Evangelical Lutheran Church, a Wisconsin corporation, to me known to be such officers of said corporation and to me well known to be the persons who executed the above instrument and acknowledged the same as the deed of said corporation.

(SEAL)

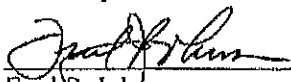


Print Name: Sarah Beck
Notary Public

My commission expires 06/23/13

IN WITNESS WHEREOF, the undersigned has executed and entered into this Second Amendment the day and year first above written.

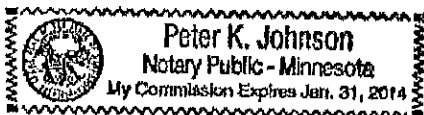
Thrivent Financial for Lutherans,
a Wisconsin corporation

By: 
Name: Fred P. Johnson
Title: Assistant Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On January 14th, 2013, before me personally came the above named Fred P. Johnson, Assistant Vice President, of **Thrivent Financial for Lutherans**, a Wisconsin corporation, to me known to be such officer of said corporation and to me well known to be the person who executed the above instrument and acknowledged the same as the deed of said corporation.

(SEAL)




Print Name: Peter K. Johnson
Notary Public, State of Minnesota

My commission expires 1/31/2014.

Exhibit A

Legal Description

PARCEL 1:

That part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East, bounded as follows: Begin at a point on the North line of Section 24 located South 89° 08' 18" East 1214.21 feet from the Northwest corner of said Section 24; run thence South 89° 08' 18" East 465.84 feet along said North line to the West line of S.T.H. #31 and a point on a curve to the left whose radius is 3879.72 feet and whose chord bears South 12° 11' 47" West 37.80 feet; thence Southwesterly 37.80 feet along the arc of said curve; thence South 11° 55' 02" West 247.94 feet along said West line; thence North 89° 08' 18" West 410.87 feet; thence North 00° 51' 42" East 280.40 feet to the North line of said Section and the point of beginning. Said land being in the Village of Mt. Pleasant, Racine County, Wisconsin.

Address: 1700 South Green Bay Road
Tax Key No. 51-151-03-22-24-011-000

PARCEL 2:

That part of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, bounded as follows: Commence at a standard Racine County monument marking the Southwest corner of the said Southwest 1/4; run thence South 89° 08' 18" East 1391.28 feet on the South line of the Southwest 1/4 to the point of beginning of this description; continue thence South 89° 08' 18" East 278.68 feet to a point on the West line of S.T.H. "31"; thence North 11° 55' 25" East 43.17 feet on said West line; thence North 15° 15' 26" East 87.55 feet on said West line to a point on the South line of 16th Street; thence North 89° 08' 18" West 41.66 feet on the South line of said 16th Street to a point of curvature of a curve of Southwesterly convexity whose radius is 556.92 feet and whose chord bears North 78° 15' 58" West 210.09 feet; thence Northwesterly 211.36 feet on the arc of said curve and the Southerly line of 16th Street; thence South 20° 52' 30" West 177.52 feet to the point of beginning. Subject to the rights of the public in and to S.T.H. "31", also subject to an easement for ingress and egress over the Westerly 33 feet in width of the above described land. Said land being in the Village of Mt. Pleasant, Racine County, Wisconsin.

Tax Key No. 51-151-03-22-13-151-010