



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:12/30/19 10:04 am
Last Revised on:12/30/19 10:04 am
Printed on:12/30/19 10:04 am

Applicant Information

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

Sales Representative:Craig Haskins

Property Information

(Note: values below are from the tax roll)

Effective Date: 12/03/2019 at 8:00 am

Owner(s) of record:Bobo Sierra, LLC

Property address:1515 S Green Bay Road, Mt Pleasant, WI 53406 (Note: Please see included tax bill for mailing address.)

Legal description: That part of the South ½ of Section 13, Township 3 North, Range 22 East, described as follows: Commence at a point on the South line of said Section 13, located North 88° 59' 26" West 1634.33 feet from the Southeast corner of said Section; thence North 02° 07' 30" West 368.94 feet parallel with the East line of said Section; thence North 88° 59' 26" West 1739.81 feet parallel with the South line of said Section to the East right-of-way of S.T.H. "31" (Green Bay Road); thence North 15° 17' 40" East 200 feet to the point of beginning run thence North 15° 17' 40" East 179.92 feet along the East line of said road; thence South 88° 59' 26" East 175.83 feet; thence South 02° 01' 11" East 179.69 feet; thence South 88° 06' 50" West 137.58 feet; thence North 81° 33' 59" West 93.10 feet to the point of beginning. Said land being in the Village of Mt. Pleasant, Racine County, Wisconsin.

Tax Key No: 151-03-22-13-159-000

Mortgages / Leases / Land Contracts / UCC

Security interest of Capital Bank, 710 N. High Point Road, Madison, WI, 53717, secured party, as disclosed by UCC Financing Statement recorded July 11, 2014 as Document No. 2385171 executed by Bobo Sierra, LLC, 6220 Nesbitt Road, Fitchburg, WI, 53719, debtor.

The UCC Financing Statement recorded as Document No. 2375171 has been amended by an Amendment recorded December 15, 2014 as Document No. 2396274.

The UCC Financing Statement recorded as Document No. 2385171 has been extended by a Continuation recorded on June 24, 2019 as Document No. 2523377.

Mortgage from Bobo Sierra, LLC, a Wisconsin limited liability company to Capitol Bank in the amount of \$1,160,000.00 dated July 10, 2014 and recorded July 11, 2014 as Document No. 2385172.

Assignment of Rents from Bobo Sierra, LLC to Capitol Bank recorded July 11, 2014 as Document No. 2385173.

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.

Drainage Easement and other matters contained in the instrument recorded August 22, 2001 in Volume 3241, Page 1 as Document No. 1787443.





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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.

Judgments / Liens

None

General Taxes

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

Taxes for the Year 2018 in the amount of \$23,251.57, and all prior years are paid.

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).



58

1079307

2018 Property Record | Racine County, WI

Assessed values not finalized until after Board of Review
Property information is valid as of 11/12/2019 12:57:03 PM

<p style="text-align: center;">Owner Address</p> <p>BOBO SIERRA LLC 6220 NESBITT ROAD "A" MADISON, WI 53719</p>	<p style="text-align: center;">Owner</p> <p>BOBO SIERRA LLC</p>																																																			
<p style="text-align: center;">Property Information</p> <p><u>Parcel ID:</u> 151-032213159000</p> <p><u>Document #</u> 2385170</p> <p><u>Tax Districts:</u> UNIFIED SCHOOL DISTRICT</p>	<p style="text-align: center;">Property Description</p> <p><i>For a complete legal description, see recorded document.</i></p> <p>PT SW1/4 COM SE1/4 COR W1634 N368 W1739 NE200 TO POB NE179 E175 S179 W137 NW93 TO POB **TOTAL ACRES** 00.83 DESCRIPTION RERITE FOR 2013</p> <p><u>Municipality:</u> 151-VILLAGE OF MT PLEASANT</p> <p><u>Property Address:</u> 1515 GREEN BAY S RD</p>																																																			
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*No data found for Delinquent Tax Summary in 2018



Racine County

Owner (s):

BOBO SIERRA LLC

Location:

Section, Sect. 13, T3N, R22E

Mailing Address:

BOBO SIERRA LLC**6220 NESBITT ROAD "A"****MADISON, WI 53719**

School District:

4620 - UNIFIED SCHOOL DISTRICT

Request Mailing Address Change

Tax Parcel ID Number:

Tax District:

Status:

151-03-22-13-159-000 151-VILLAGE OF MT PLEASANT Active

Alternate Tax Parcel Number: Acres:

0.8300

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

PT SW1/4 COM SE1/4 COR W1634 N368 W1739 NE200 TO POB NE179 E175 S179 W137 NW93 TO POB****TOTAL ACRES** 00.83 DESCRIPTION RERITE FOR 2013**

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

1515 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	\$23,251.57	\$23,251.57	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$23,431.14	\$23,431.14	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$20,063.51	\$20,063.51	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$20,099.74	\$20,099.74	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$18,964.15	\$18,964.15	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$19,672.45	\$19,672.45	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$20,248.14	\$20,248.14	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$20,044.34	\$20,044.34	\$0.00	\$0.00	\$0.00	\$0.00
2010	\$13,902.09	\$13,902.09	\$0.00	\$0.00	\$0.00	\$0.00
2009	\$22,484.92	\$22,484.92	\$0.00	\$0.00	\$0.00	\$0.00
2008	\$20,415.58	\$20,415.58	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$0.00

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

Wisconsin Department of Financial Institutions

Strengthening Wisconsin's Financial Future

Search for:

rmd s

Search Records

[Search](#)
[Advanced Search](#)
[Name Availability](#)**Corporate Records**Result of lookup for **B078380** (at 12/18/2019 2:52 PM)

RMD SIERRA SUB, LLC

You can: [File an Annual Report](#) - [Request a Certificate of Status](#) - [File a Registered Agent/Office Update Form](#)

Vital Statistics

Entity ID B078380

Registered
Effective Date 07/08/2014

Period of Existence PER

Status Organized [Request a Certificate of Status](#)

Status Date 07/08/2014

Entity Type Domestic Limited Liability Company

Annual Report
Requirements Limited Liability Companies are required to file an Annual Report under s. 183.0120, WI Statutes.**Addresses**Registered Agent
Office RONALD M DEWOSKIN
6220 NESBITT RD
MADISON , WI 53719-1829[File a Registered Agent/Office Update Form](#)Principal Office 6220 NESBITT RD
MADISON , WI 53719-1829**Historical Information****Annual Reports**

Year	Reel	Image	Filed By	Stored On
2019	000	0000	online	database
2018	000	0000	online	database
2017	000	0000	online	database
2016	000	0000	online	database
2015	000	0000	online	database

[File an Annual Report](#) - [Order a Document Copy](#)Certificates of
Newly-elected None

Officers/Directors**Old Names**

Change Date	Name
Current	RMD SIERRA SUB, LLC
11/19/2014	BOBO SIERRA, LLC

**Chronology**

Effective Date	Transaction	Filed Date	Description
07/08/2014	Organized	07/08/2014	E-Form
11/19/2014	Amendment	11/20/2014	Old Name = BOBO SIERRA, LLC
09/04/2015	Change of Registered Agent	09/04/2015	OnlineForm 5
09/25/2018	Change of Registered Agent	09/25/2018	OnlineForm 5

Order a Document Copy.

State Bar of Wisconsin Form 1-2003
WARRANTY DEED

Document Number

Document Name

THIS DEED, made between L & A DEVELOPMENT COMPANY, LLC, a Wisconsin Limited Liability Company

(“Grantor,” whether one or more),
and BOBO SIERRA, LLC, a Wisconsin limited liability company

(“Grantee,” whether one or more).

Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Racine County, State of Wisconsin (“Property”) (if more space is needed, please attach addendum):

PARCEL I: That part of the South One-half (1/2) of Section Thirteen (13), Township Three (3) North, Range Twenty-two (22) East, described as follows: Commence at a point on the South line of said Section 13, located N88°59'26" West 1634.33 feet from the Southeast corner of said Section; thence N02°07'30" West 368.94 feet parallel with the East line of said Section; thence N88°59'26" West 1739.81 feet parallel with the South line of said Section to the East right-of-way of S.T.H. "31" (Green Bay Road); thence N15°17'40" East 200 feet to the point of beginning run thence N15°17'40" East 179.92 feet along the East line of said road; thence S88°59'26" East 175.83 feet; thence S02°01'11" East 179.69 feet; thence S88°06'50" West 137.58 feet; thence N81°33'59" West 93.10 feet to the point of beginning. Said land being in the Village of Mt. Pleasant, Racine County, Wisconsin.

PARCEL II: Together with that certain drainage easement dated August 20, 2001 and recorded on August 22, 2001, in Volume 3241 of Records, at page 01, as Document No. 1787443 in the office of the Register of Deeds for Racine County, Wisconsin.

TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00
Transfer Fee: \$4,350.00



Recording Area

Name and Return Address
Attorney Nathan J. Wautier
Reinhart Boerner Van Deuren s.c.
22 E. Mifflin Street, Suite 600
Madison, WI 53703

51-151-03-22-13-159-000
Parcel Identification Number (PIN)

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

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate Condition Report and in the Offer, general taxes for 2014, and will warrant and defend the same.

Dated July 10, 2014.

L & A DEVELOPMENT COMPANY, LLC

Raymond C. Leffler (SEAL)
*RAYMOND C. LEFFLER, MEMBER

____ (SEAL)

____ (SEAL)

____ (SEAL)

AUTHENTICATION

Signature(s)

authenticated on

ACKNOWLEDGMENT

STATE OF WISCONSIN

RACINE COUNTY

NOTARY
PUBLIC

Personally came before me on July 10, 2014 the above-named L
RAYMOND C. LEFFLER to me known to be the person(s) who executed
the foregoing instrument and acknowledged the same.

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

JOHN U. SCHNEIDER
ATTORNEY AT LAW

Heidi S. Tremmel
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: 2/20/18)

File 72003

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

WARRANTY DEED

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
© 2003 STATE BAR OF WISCONSIN

FORM NO. 1-2003

* Time runs before closure

DOCUMENT NO.

This Indenture, Made by Ruby Olson, a single woman
 grantor of Racine County, Wisconsin, hereby conveys and warrants
 to The State of Wisconsin, Department of Transportation, Division of Highways
 grantee of County, Wisconsin,
 for the sum of Two Thousand Six Hundred Eighty-Five and 00/100 (\$2,685.00) Dollars.

See attached Page 2 for legal description.

The consideration stated herein is payment in full for the property described herein and includes full compensation for items of damage set forth in sec. 32.03, Wisconsin Statutes, assuming the completion of the improvements contemplated by the relocation order or orders upon which this instrument is based.
 Compensation for additional items of damage listed in sec. 32.19, Wisconsin Statutes, has not been included. If any such items are shown to exist the owner may file claims as provided in sec. 32.20, Wisconsin Statutes.

IN WITNESS WHEREOF, the said grantor has hereunto set her hand and seal this 25th
 day of October, A.D., 1974.

SIGNED AND SEALED IN PRESENCE OF

Scott L. WillmanScott L. Willman

Ruby Olson (SEAL)
Ruby Olson

(SEAL)

(SEAL)

(SEAL)

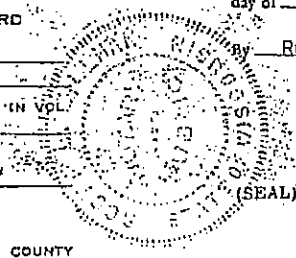
STATE OF WISCONSIN

Racine County, ss.The foregoing instrument was acknowledged before me this 25thday of October, A.D., 1974Ruby Olson

RECEIVED FOR RECORD

DAY OF _____
 A D 19__ AT _____
 O'CLOCK __M AND RECORDED IN VOL _____
 OF _____ PAGE _____

REGISTER OF DEEDS



Scott L. Willman
Scott L. Willman
 Notary Public Milwaukee County, Wisconsin
 My Commission expires NOV. 13, A.D., 1977

Negotiated by Scott L. Willman

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

Project 1-D-2320-1-21Parcel No. 32

1245-252

Nov. 18, 1974

948580

Exc

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

That part of the southwest one-quarter of Section 13, Township 3 North, Range 22 East, described in volume 731 of Racine County Records on Page 365, lying between the following described reference line of State Trunk Highway 31 and a line 60.00 feet easterly of, as measured normal to and parallel with said reference line.

Said reference line begins at a point in the south line of the southwest one-quarter of said Section 13 which is 916.98 feet North 89°08'17" West of the southeast corner of said southwest one-quarter; thence North 11°55'02" East 63.11 feet; thence North 15°17'40" East 1766.17 feet; thence North 16°26'16" East 898.74 feet to a point in the north line of said southwest one-quarter which is 87.02 feet North 89°10'37" West of the northeast corner of said southwest one-quarter.

This parcel contains 0.24 acre, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

Fee Exempt 77.25 #2

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 easterly 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 traveling 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 December 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.

948580

Register's Office } ss
Racine County, Wis. }
Received for Record 18th day of
November A.D. 1974 at 2:31
o'clock P.M. and recorded in Volume 1245
of Records on page 252-253

Stanley J. Bialecki
Registrar of Deeds

3.06 VOL 1245 PAGE 253

Ref
732429

LAST WILL AND TESTAMENT

I, PAULINE OLSON, of the City and County of,
Racine, State of Wisconsin, being of sound, sane, and
disposing mind and memory, do hereby make, publish,
and declare this to be my last Will and Testament in the
manner following, to-wit:

FIRST: I hereby revoke any and all previous Wills or
Codicils by me made.

SECOND: I direct the prompt payment of all my just
debts and the expenses of administering my estate.

THIRD: I hereby give, devise, and bequeath to my daughter,
RUBY OLSON, the following items, to-wit:

1. Five acres of land or more if need be of my farm located
in the Town of Mt. Pleasant, Racine County, Wisconsin, and
being a part of Section 13, Township 3, North of Range 22,
East, together with all buildings on said farm such as house
and garage, said acreage being the five acres or more in the
Northwest corner of said farm and also to include the drive-
way south of the said house referred to which driveway is to
include the lilac hedge south along said driveway, and well.

2. All my personal affects including clothing, jewelry,
household goods and equipment such as furnishings of all kinds,
together with dishes, refrigerator and kitchen range.

FOURTH: All the rest, residue, and remainder of my estate of
every nature and description and wheresoever located I hereby
give, devise, and bequeath as follows, to-wit:

To my daughter, Ruby Olson, 1/3.

To my daughter, Frances Olson Sorensen, 1/3.

Pauline Olson

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731-365

Feb. 15, 1962

To my granddaughter, Elaine Sorenson Boyer, 1/12.

To my grandson, Joseph Sorenson, 1/12.

To my grandson, Paul Sorenson, 1/12.

To my grandson, Phillip Sorenson, 1/12.

VOL 731 PAGE 366

FIFTH: I hereby nominate and appoint my daughter,
Ruby Olson, the executrix of this my last Will and Testa-
ment, and direct that she shall not be required to give
bond as executrix.

I hereby authorize and grant to my said executrix
the power and authority to sell at any time all or an part
of my said estate in such form and on such terms and for
such prices as my said executrix shall from time to time de-
termine. I further direct that such sale or sales may be
made for any reason and for any purposes as my said executrix
shall in her discretion from time to time determine.

IN WITNESS WHEREOF, I have hereunto set my hand
and seal at Racine, Wisconsin, this September 21, 1953.

Ruby Olson (SEAL)

Signed, sealed, published, and declared by the above named
testatrix as and for her last Will and Testament in the
presence of us who at her request, in her presence, and in
the presence of each other have hereunto set our names as
subscribing witnesses the said testatrix being over the age
of twenty-one years, of sound mind and memory, and under no
undue influence as we verily believe.

Ella Standish
Hubert W. Nelson

of Racine, Wisconsin.

of Racine, Wisconsin.

STATE OF WISCONSIN

RACINE COUNTY COURT

IN PROBATE

IN THE MATTER OF THE WILL OF

PAULINE OLSON

Deceased.

File No.

FILED

JUN 15 1961

FRANCIS H. WENDT
COUNTY JUDGE

STATE OF WISCONSIN,
RACINE COUNTY.

ss.

THIS IS TO CERTIFY, That the annexed written instrument, dated the 21st day of September, 1953, was, at the time and place fixed for that purpose, duly proved in our County Court as the Last Will and Testament of Pauline Olson late of said County, by the testimony of one of the attesting witnesses to said Last Will and Testament, and was allowed as prescribed by law and probate thereof granted as and for the Last Will and Testament of the deceased, who died on the 6th day of June, 1961.

IN TESTIMONY WHEREOF, I have signed

these presents and affixed the seal of the Court

this 15 day of June, 1961.

(SEAL)

Francis H. Wendt
County Judge.

Simmons, Walker, Wratten & Sporer,
Attorneys

114 Seventh Street, Racine, Wis.

MICROFILM # 4-C-1961

701 387

Recorded in Vol

Page

IN THE MATTER OF THE ESTATE OF

File No.

PAULINE OLSON,

Deceased

Ruby Olson

PETITION for final settlement of this estate having been presented and heard, and the petitioner having
appeared in person and by ^{Warren M. Dana} ~~attorney~~ ^{and} of Wratten, Dana & DeMark,

her attorneys, and

G. N. Garaghty

VOL 731 PAGE 388

having appeared as Public Administrator,

And on all the evidence, records and proceedings herein, the Court now finds:

of notice by

1. That the petition came on for hearing upon notice or waiver thereof as provided by law to all persons interested;

2. That notice has been given for determination of who are the heirs of said deceased;

3. That the expenses of administration, funeral, last sickness, and the debts of the deceased have been paid;

that the certificate of the Assessor of Incomes shows that there is no unpaid income tax; that said estate is subject
to inheritance tax which has been paid; (no) is not subject to inheritance tax;

4. That there remains personal property for distribution as follows:

Cash, securities and miscellaneous credits in the total sum of
\$31,014.06;

5. That the deceased died seized of the following real property:

That part of the South 1/2 of Section 13, Township 3 North,
Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin,
bounded as follows:

Commence at a point on the South line of said Section 13,
1634.33 feet West of the Southeast corner of said Section;
run thence North 3° 08' 51" West 368.94 feet parallel with
the East line of said Section; thence West 1308.26 feet
parallel with said South line, to the point of beginning
of this description; continue thence West 495.64 feet
parallel with said South line to the centerline of Green
Bay Road; thence North 14° 17' 48" East 379.94 feet along
said centerline; thence East 381.00 feet parallel to said
South line; thence South 3° 08' 51" East 368.94 feet parallel
to said East line to the point of beginning; (containing 3.71 acres)

which real property, the Court heretofore found, by Order herein dated
September 6, 1961 construing decedent's will, to be devised to Ruby
Olson, decedent's daughter.

no
6. That the deceased died seized of the following real property in joint tenancy with

who survived deceased;

her no
7. That the deceased at the time of his death owned certain personal property in joint tenancy as set forth
in the inventory on file.

her no any
8. That the deceased at the time of his death had a life estate in the following property:

NOW, THEREFORE, IT IS DETERMINED, ADJUDGED AND DECREED

That Pauline Olson died testate
on the 6th day of June, 1961 and that the following were the only heirs-at-law
of the deceased:

Frances Olson Sorensen - Daughter,
Ruby Olson - Daughter,

neither of whom is in the military service of the United States.

That all accounts of the Executrix on file herein are allowed.

That the personal property be distributed as follows:

To Ruby Olson, 1/3 thereof -	\$10,338.02
" Frances Olson Sorensen, 1/3 thereof -	10,338.02
" Elaine Sorensen Boyer, 1/12 thereof -	2,584.51
" Joseph Sorensen, 1/12 thereof -	2,584.51
" Paul Sorensen, 1/12 thereof -	2,584.50
" Phillip Sorensen, 1/12 thereof -	2,584.50
	<u>\$31,014.06;</u>

That the real property described at Finding 5 is hereby assigned and transferred as of the date of the death
of the deceased, as follows:

To Ruby Olson as the devisee thereof as found by the Order hereto-
fore entered herein under date of September 6, 1961 construing the
will of said decedent.

That the interest of the deceased as joint tenant in real and personal property terminated at death.

That the life estate of the deceased in the real and personal property terminated at death.

Dated Feb. 13, 1962

(SEAL)

By the Court,

Francis H. Wendt

County Judge.

Recorded in Vol. Page.

774 369

STATE OF WISCONSIN }
COUNTY OF RACINE }

County Court

I,Marie Wilke..... Register in Probate for said County, do hereby certify that the cop^{ies}..... hereunto annexed ha^{ve}..... been compared by me with the original LAST WILL, AND TESTAMENT, CERTIFICATE OF PROBATE and FINAL JUDGMENT, in the Matter of the Will of PAULINE OLSON, Deceased.....
.....
.....
now on file and of Record in the Probate Registry of this Court, and required by law to be kept in my custody; that said cop^{ies}..... are true cop^{ies}..... of said original WILL, CERTIFICATE &..... FINAL JUDGMENT..... and of the whole thereof.

IN TESTIMONY THEREOF, I have hereunto set my hand and affixed the seal of the County Court of said County, at Racine in said County, this 11th day of February, 1962.
Marie Wilke
Register in Probate

File No. 732428

STATE OF WISCONSIN,
RACINE COUNTY COURT
Book 2

In the Matter of the Estate of
PAULINE OLSON,
Deceased.

FINAL JUDGMENT

ERAPPEL, DAVID E. DEBAR, Attorney
114-7th St., Racine, Wis.

Filed this day of 1962

Stanley F. Davis
Recorder of Deeds

15th day of February 1962
at Racine, Wis.
of 345-370

4.25 County Judge-Register in Probate

Recorded in Vol. 225 Page 225

DOCUMENT # VUL PAGE

1787443/3241 001

(3241 001-006
DRAINAGE EASEMENT

REGISTER'S OFFICE
RACINE COUNTY, WI

Document Number

Title of Document

RECORDED

2007 AUG 22 PM 4:37

MARK A. LADD
REGISTER OF DEEDS

20'

Record this document with the Register of Deeds

Name and Return Address:

Raymond C. Leffler
1020 West Boulevard
Racine, Wisconsin 53405

008-03-22-13-163-000

008-03-22-13-159-000

8 (Parcel Identification Number)

DRAINAGE EASEMENT

THIS INDENTURE, made this 20TH day of August, 2001 by JBK PARTNERSHIP, herein referred to as party of the first part, as owner of real property located in the Town of Mt. Pleasant, Racine County, Wisconsin (the "easement area") which real estate is described in Exhibit A and located as set forth in Exhibit B, which exhibits are attached hereto and incorporated by reference herein; and for the use and benefit of certain real property located in the Town of Mt. Pleasant, Racine County, Wisconsin and the owner(s) thereof (the "Benefitted Parcel") which real estate is described in Exhibit C attached hereto and incorporated by reference herein.

WITNESSETH:

That for and in consideration of the sum of \$1.00 and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, the party of the first part has this day declared, and by these presents does declare, for the use and benefit of the Benefitted Parcel and the owner(s) thereof, a permanent, non-exclusive easement and right of way, including the perpetual right to enter upon the easement area at any time, to construct, maintain, use and repair pipelines, mains, swales and appurtenances thereto, for the purpose of conveying storm water on, across, through and under the easement area, together with the right to excavate and refill ditches and/or trenches for the location of said pipe lines, mains and appurtenances and the right to connect to an existing storm water main located on the property owned by the party of the first part, all for the purpose of providing storm water drainage for the Benefitted Parcel.

The drainage rights granted hereunder shall be limited strictly to stormwater drainage relating to the Benefitted Parcel. Any future assignment or other devise of the rights granted by this easement to allow drainage of other lands shall be void.

Any exercise of the rights granted under this easement agreement by an owner of any portion of the Benefitted Parcel shall constitute an affirmative agreement by such owner(s) of the Benefitted Parcel that:

a) Any future improvements placed within the easement area as a result of the exercise of the rights granted under this easement shall be installed and maintained by and at the expense of the owner of the Benefitted Parcel.

b) In the event that the easement area is disturbed as a result of an exercise of the rights granted under this easement, then the easement area shall be returned as nearly as possible to its condition immediately prior to such exercise by and at the sole expense of the owner of the Benefitted Parcel.

The easement rights granted hereunder shall be permanent and are intended to be a covenant running with the land in favor of the Benefitted Parcel and its owners, their successors, heirs and assigns, forever.

IN WITNESS WHEREOF, the party of the first part has caused the execution of this instrument on the day and year first above written.

JBK PARTNERSHIP

By: 

James A. Bolm

Partner

STATE OF WISCONSIN

COUNTY OF RACINE

)
) ss.
)

Personally came before me this 20th day of August, 2001, the above named James A. Bolm, to me known to be the person and partner who executed the foregoing instrument and acknowledged the same.


* Dorothy A. Harbach

Notary Public - State of Wisconsin

My commission expires: September, 2, 2001

Drafted by: Attorney John U. Schneider
State Bar of Wisconsin #1017140

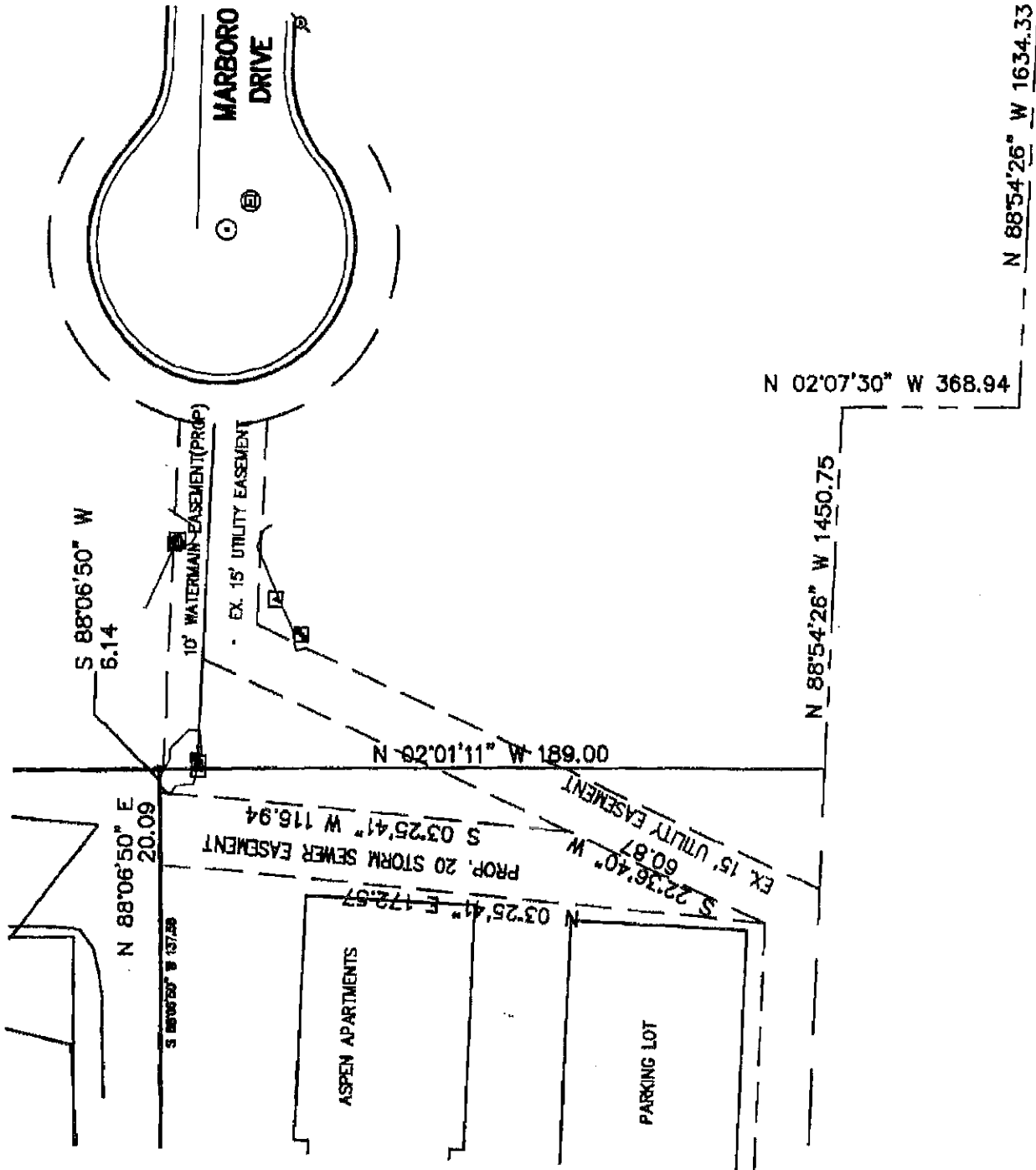
EXHIBIT A

July 27, 2001

Description of a 20-Foot
Storm Water Drainage Easement
File 98.028

That part of the South $\frac{1}{2}$ of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, described as follows: Commence at a Racine County monument marking the Southeast corner of said Section 13; run thence N88°54'26"W on the South line of the Southeast $\frac{1}{4}$ of said Section 1634.33 feet; thence N02°07'30"W parallel with the East line of said Southeast $\frac{1}{4}$ of said Section 368.94 feet; thence N88°54'26"W 1450.75 feet; thence N02°01'11"W 189.00 feet; thence S88°06'50"W 6.14 feet to the point of beginning of this description; run thence S03°25'41"W 116.84 feet to the Northerly line of an existing 15' Utility Easement; thence S22°36'40"W 60.87 feet along said easement; thence N03°25'41"E 172.57 feet; thence N88°06'50"E 20.09 feet to the point of beginning.

EXHIBIT B



SE COR 13-3-22

That part of the South One-half ($\frac{1}{2}$) of Section Thirteen (13), Township Three (3) North, Range Twenty-two (22) East, described as follows: Commence at a point on the South line of said Section 13, located N88°59'26" West 1634.33 feet from the Southeast corner of said Section; thence N02° 07'30" West 368.94 feet parallel with the East line of said Section; thence N88°59'26" West 1739.81 feet parallel with the South line of said Section to the East right-of-way of S.T.H. "31" (Green Bay Road); thence N15° 17'40" East 200 feet to the point of beginning run thence N15° 17'40" East 179.92 feet along the East line of said road; thence S88° 59'26" East 175.83 feet; thence S02° 01'11" East 179.69 feet; thence S88° 06'50" West 137.58 feet; thence N81° 33'59" West 93.10 feet to the point of beginning. Said land being in the Town of Mt. Pleasant, Racine County, Wisconsin.

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

RACINE 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

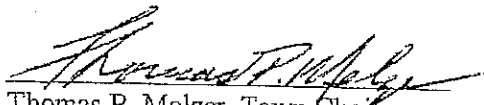
BE IT FURTHER RESOLVED that pursuant to Section 66.068 of the Wisconsin Statutes, the Mt. Pleasant Storm Water Utility District Commission is hereby created and shall be responsible for management and administration of the Utility District, subject to any approval, reporting or other requirements or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

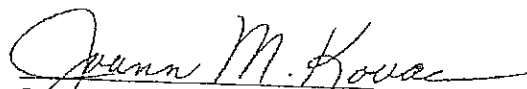
BE IT FURTHER RESOLVED that the Mt. Pleasant Storm Water Utility District Commission shall consist of three (3) Commissioners duly appointed by the Town Board. The initial Commissioners shall serve until their successors are appointed by the Town Board.

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.

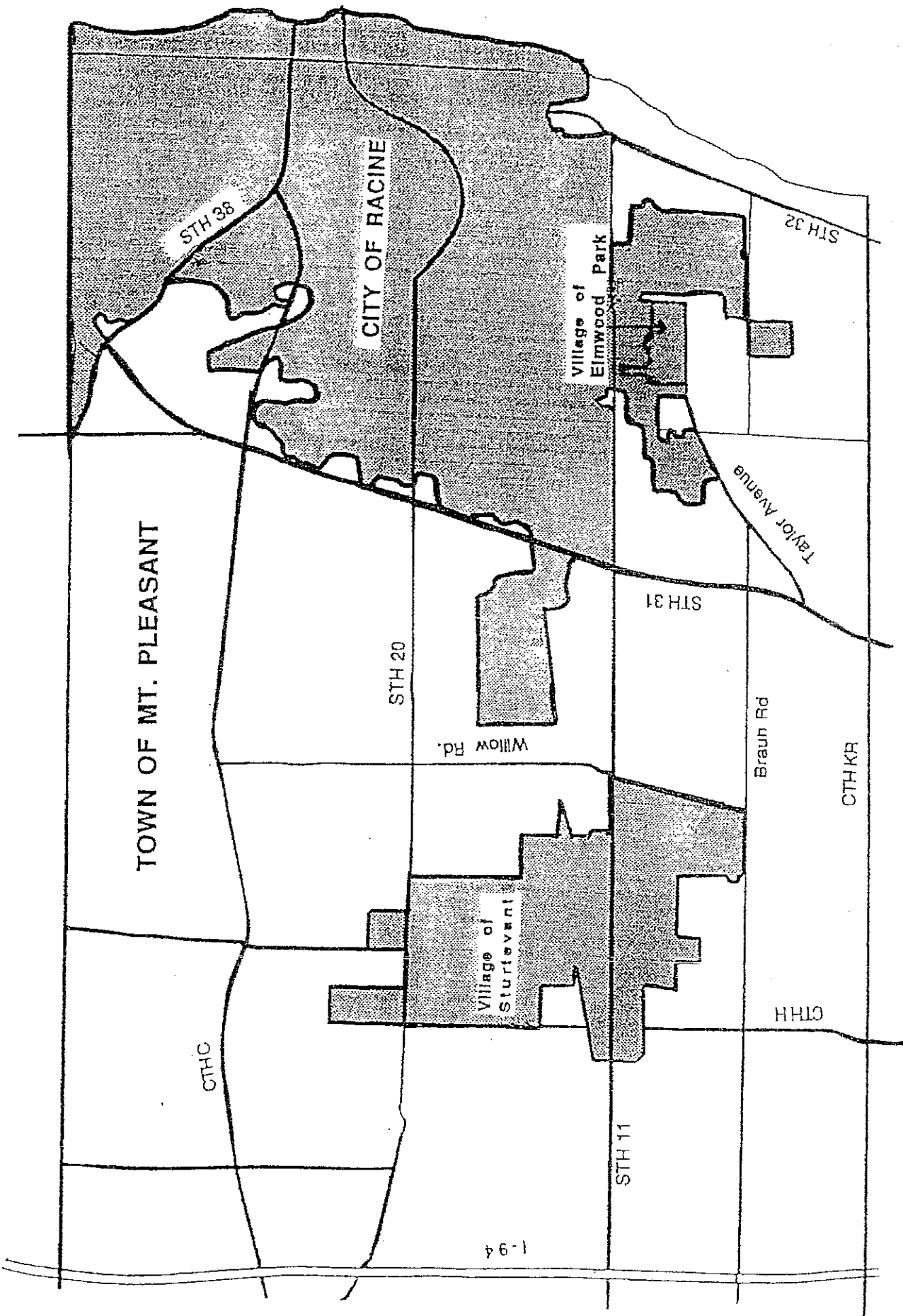
At such hearing all interested persons may be present and offer objections, criticisms or suggestions to the necessity of the proposed utility district and dissolution of the Mt. Pleasant Storm Water Drainage District No. 1 as outlined, and to question whether their property will be benefited by the 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.



CITY OF RACINE

Village of Elmwood Park

Village of Sturtevant

TOWN OF MT. PLEASANT

STH 38

STH 20

STH 31

STH 11

STH 32

CTHC

CTHK

CTH

WILLOW RD.

BRAUN RD

TAYLOR AVENUE

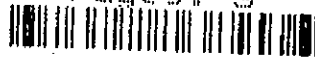
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3906 151032213305000	3907 151032213306000	3908 151032213307000	3909 151032213308000	3910 151032213309000
3911 151032213310000	3912 151032213311000	3913 151032213312000	3914 151032213313000	3915 151032213314000
3916 151032213315000	3917 151032213316000	3918 151032213317000	3919 151032213318000	3920 151032213319000
3921 151032213320000	3922 151032213321000	3923 151032213322000	3924 151032213323000	3925 151032213324000
3926 151032213325000	3927 151032213326000	3928 151032213327000	3929 151032213328000	3930 151032213329000
3931 151032213330000	3932 151032213331000	3933 151032213332000	3934 151032213333000	3935 151032213334000
3936 151032213335000	3937 151032213336000	3938 151032213337000	3939 151032213338000	3940 151032213339000
3941 151032213340000	3942 151032213341000	3943 151032213342000	3944 151032213343000	3945 151032213344000
3946 151032213345000	3947 151032213346000	3948 151032213347000	3949 151032213348000	3950 151032213349000
3951 151032213350000	3952 151032213351000	3953 151032213352000	3954 151032213353000	3955 151032213354000
3956 151032213355000	3957 151032213356000	3958 151032213357000	3959 151032213358000	3960 151032213359000

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) LORI A. POND 608-836-1616	
B. E-MAIL CONTACT AT FILER (optional) LORI.POND@CAPITOLBANK.COM	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px;">CAPITOL BANK ATTN: LOAN DEPT. 710 N. HIGH POINT ROAD MADISON, WI 53717</div> <div style="text-align: right; margin-top: 20px;">20-3</div>	

TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00
Pages: 3


THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME BOBO SIERRA, LLC					
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS 6220 NESBITT ROAD		CITY FITCHBURG	STATE WI	POSTAL CODE 53719	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME CAPITOL BANK					
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS 710 N. HIGH POINT ROAD		CITY MADISON	STATE WI	POSTAL CODE 53717	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

ALL FIXTURES, MACHINERY, EQUIPMENT, FURNISHINGS, AND APPLIANCES OF DEBTOR OF EVERY KIND AND NATURE WHATSOEVER, LOCATED AT 1515 S. GREEN BAY ROAD, RACINE, WI, TOGETHER WITH ALL ADDITIONS AND ACCESSIONS TO, ALL SPARE AND REPAIR PARTS, SPECIAL TOOLS, EQUIPMENT AND REPLACEMENTS FOR, ALL RETURNED OR REPOSSESSED GOODS THE SALE OF WHICH GAVE RISE TO, AND ALL PROCEEDS AND PRODUCTS OF THE FOREGOING.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessor/Lessor ☐ Consignor/Consignee ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

BOBO SIERRA, LLC (FIXTURES - ROD)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

BOBO SIERRA, LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☒ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut ☐ covers as-extracted collateral ☒ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

BOBO SIERRA, LLC

16. Description of real estate:

SEE ATTACHED LEGAL DESCRIPTION

17. MISCELLANEOUS:

LEGAL DESCRIPTION

Parcel I: That part of the South One-half (1/2) of Section Thirteen (13), Township Three (3) North, Range Twenty-two (22) East, described as follows: Commence at a point on the South line of said Section 13, located N88°59'26"West 1634.33 feet from the Southeast corner of said Section; thence N02°07'30"West 368.94 feet parallel with the East line of said Section; thence N88°59'26"West 1739.81 feet parallel with the South line of said Section to the East right-of-way of S.T.H. "31" (Green Bay Road); thence N15°17'40"East 200 feet to the point of beginning run thence N15°17'40"East 179.92 feet along the East line of said road; thence S88°59'26"East 175.83 feet; thence S02°01'11"East 179.69 feet; thence S88°06'50"West 137.58 feet; thence N81°33'59"West 93.10 feet to the point of beginning. Said land being in the Village of Mt. Pleasant, Racine County, Wisconsin.

Parcel II: Together with that certain drainage easement dated August 20, 2001 and recorded on August 22, 2001, in Volume 3241 of Records, at page 01, as Document No. 1787443 in the office of the Register of Deeds for Racine County, Wisconsin.

Tax Parcel Number: 51-151-03-22-13-159-000

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) LORI A. POND 608-836-1616	
B. E-MAIL CONTACT AT FILER (optional)	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) CAPITOL BANK ATTN: LOAN DEPT. 710 N. HIGH POINT ROAD MADISON, WI 53717	

TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00
Pages: 3



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 2385171	1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Filer: <u>attach</u> Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13
---	--

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☒ **PARTY INFORMATION CHANGE:**

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☒ Debtor or ☐ Secured Party of record

☒ CHANGE name and/or address. Complete item 6a or 6b; and item 7a or 7b and item 7c

☐ ADD name. Complete item 7a or 7b, and item 7c

☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

BOBO SIERRA, LLC

OR

6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

RMD SIERRA SUB, LLC

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

6220 NESBITT ROAD

CITY

FITCHBURG

STATE

WI

POSTAL CODE

53719

COUNTRY

USA

8. ☐ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

CAPITOL BANK

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**

FIXTURE FILING - ROD

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form

2385171

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME

CAPITOL BANK

OR

12b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only ~~one~~ Debtor name (13a or 13b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME

RMD SIERRA SUB, LLC

OR

13b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

15. This FINANCING STATEMENT AMENDMENT:

☐ covers timber to be cut ☐ covers as-extracted collateral ☒ is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17
(if Debtor does not have a record interest).

BOBO SIERRA, LLC

17. Description of real estate:

SEE ATTACHMENT

18. MISCELLANEOUS:

LEGAL DESCRIPTION

Parcel I: That part of the South One-half (1/2) of Section Thirteen (13), Township Three (3) North, Range Twenty-two (22) East, described as follows: Commence at a point on the South line of said Section 13, located N88°59'26"West 1634.33 feet from the Southeast corner of said Section; thence N02°07'30"West 368.94 feet parallel with the East line of said Section; thence N88°59'26"West 1739.81 feet parallel with the South line of said Section to the East right-of-way of S.T.H. "31" (Green Bay Road); thence N15°17'40"East 200 feet to the point of beginning run thence N15°17'40"East 179.92 feet along the East line of said road; thence S88°59'26"East 175.83 feet; thence S02°01'11"East 179.69 feet; thence S88°06'50"West 137.58 feet; thence N81°33'59"West 93.10 feet to the point of beginning. Said land being in the Village of Mt. Pleasant, Racine County, Wisconsin.

Parcel II: Together with that certain drainage easement dated August 20, 2001 and recorded on August 22, 2001, in Volume 3241 of Records, at page 01, as Document No. 1787443 in the office of the Register of Deeds for Racine County, Wisconsin.

Tax Parcel Number: 51-151-03-22-13-159-000

Tracey Vega

TRACEY VEGA
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00

Pages: 3

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CAPITOL BANK/SHERI ZAHLER 608-836-4121
B. E-MAIL CONTACT AT FILER (optional) LOANDEPT@CAPITOLBANK.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address) CAPITOL BANK 710 N. HIGH POINT RD. MADISON, WI 53717

30-3

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2385171

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed (for record)
(or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☒ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ **PARTY INFORMATION CHANGE:**

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record

☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c

☐ ADD name: Complete item 7a or 7b, and item 7c

☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8. ☐ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

CAPITOL BANK

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**

FIXTURES-CONTINUATION

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form

2385171

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME

CAPITOL BANK

OR

12b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see instructions if name does not fit

13a. ORGANIZATION'S NAME

RMD SIERRA SUB, LLC

OR

13b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral).

15. This FINANCING STATEMENT AMENDMENT:

☐ covers timber to be cut ☐ covers as-extracted collateral ☒ is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17

(If Debtor does not have a record interest):

BOBO SIERRA, LLC

17. Description of real estate:

SEE ATTACHED LEGAL DESCRIPTION

TAX PARCEL:51-151-03-22-13-159-000

18. MISCELLANEOUS:

FIXTURES-CONTINUATION

LEGAL DESCRIPTION

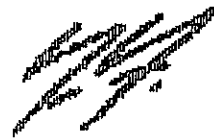

Parcel I: That part of the South One-half (1/2) of Section Thirteen (13), Township Three (3) North, Range Twenty-two (22) East, described as follows: Commence at a point on the South line of said Section 13, located N88°59'26"West 1634.33 feet from the Southeast corner of said Section; thence N02°07'30"West 368.94 feet parallel with the East line of said Section; thence N88°59'26"West 1739.81 feet parallel with the South line of said Section to the East right-of-way of S.T.H. "31" (Green Bay Road); thence N15°17'40"East 200 feet to the point of beginning run thence N15°17'40"East 179.92 feet along the East line of said road; thence S88°59'26"East 175.83 feet; thence S02°01'11"East 179.69 feet; thence S88°06'50"West 137.58 feet; thence N81°33'59"West 93.10 feet to the point of beginning. Said land being in the Village of Mt. Pleasant, Racine County, Wisconsin.

Parcel II: Together with that certain drainage easement dated August 20, 2001 and recorded on August 22, 2001, in Volume 3241 of Records, at page 01, as Document No. 1787443 in the office of the Register of Deeds for Racine County, Wisconsin.

Tax Parcel Number: 51-151-03-22-13-159-000

Return Address: LOAN DEPARTMENT, CAPITOL BANK, 710 N. HIGH
POINT ROAD, MADISON, WI 53717

Parcel Number: 51-151-03-22-13-159-000


TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00
Pages: 9


20-9
MORTGAGE

(With Future Advance Clause)

Space Above This Line For Recording Data

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is July 10, 2014. The parties and their addresses are:

MORTGAGOR:

BOBO SIERRA, LLC
A Wisconsin Limited Liability Company
6220 NESBITT ROAD
FITCHBURG, WI 53719

LENDER:

CAPITOL BANK
Organized and existing under the laws of Wisconsin
710 N. HIGH POINT ROAD
MADISON, WI 53717

1. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor does hereby grant, bargain, convey and mortgage to Lender, the following described property:

Parcel I: That part of the South One-half (1/2) of Section Thirteen (13), Township Three (3) North, Range Twenty-two (22) East, described as follows: Commence at a point on the South line of said Section 13, located N88°59'26"West 1634.33 feet from the Southeast corner of said Section; thence N02°07'30"West 368.94 feet parallel with the East line of said Section; thence N88°59'26"West 1739.81 feet parallel with the South line of said Section to the East right-of-way of S.T.H. "31" (Green Bay Road); thence N15°17'40"East 200 feet to the point of beginning run thence N15°17'40"East 179.92 feet along the East line of said road; thence S88°59'26"East 175.83 feet; thence S02°01'11"East 179.69 feet; thence S88°06'50"West 137.58 feet; thence N81°33'59"West 93.10 feet to the point of beginning. Said land being in the Village of Mt. Pleasant, Racine County, Wisconsin.

Parcel II: Together with that certain drainage easement dated August 20, 2001 and recorded on August 22, 2001, in Volume 3241 of Records, at page 01, as Document No. 1787443 in the office of the Register of Deeds for Racine County, Wisconsin.

The property is located in Racine County at 1515 S. GREEN BAY ROAD, RACINE, Wisconsin 53406.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). The term Property also includes, but is not limited to, any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established. This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

2. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time and from time to time will not exceed \$1,160,000.00. Any limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

3. SECURED DEBTS AND FUTURE ADVANCES. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, dated July 10, 2014, from Mortgagor to Lender, with a loan amount of \$1,160,000.00 and maturing on July 5, 2024.

B. Future Advances. All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Mortgagor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or conform to any limitations of Regulations Z and X that are required for loans secured by the Property.

C. All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Security Instrument will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or conform to any limitations of Regulations Z and X that are required for loans secured by the Property.

D. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

4. PAYMENTS. Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

5. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

6. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
- C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

7. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

8. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

9. TRANSFER OF AN INTEREST IN THE MORTGAGOR. If Mortgagor is an entity other than a natural person (such as a corporation, partnership, limited liability company or other organization), Lender may demand immediate payment if:

- A. A beneficial interest in Mortgagor is sold or transferred.
- B. There is a change in either the identity or number of members of a partnership or similar entity.
- C. There is a change in ownership of more than 25 percent of the voting stock of a corporation, partnership, limited liability company or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

10. WARRANTIES AND REPRESENTATIONS. Mortgagor makes to Lender the following warranties and representations which will continue as long as this Security Instrument is in effect:

- A. Power.** Mortgagor is duly organized, and validly existing and in good standing in all jurisdictions in which Mortgagor operates. Mortgagor has the power and authority to enter into this transaction and to carry on Mortgagor's business or activity as it is now being conducted and, as applicable, is qualified to do so in each jurisdiction in which Mortgagor operates.
- B. Authority.** The execution, delivery and performance of this Security Instrument and the obligation evidenced by this Security Instrument are within Mortgagor's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which Mortgagor is a party or to which Mortgagor is or any of Mortgagor's property is subject.
- C. Name and Place of Business.** Other than previously disclosed in writing to Lender, Mortgagor has not changed Mortgagor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve Mortgagor's existing name, trade names and franchises.

11. PROPERTY CONDITION, ALTERATIONS, INSPECTION, VALUATION AND APPRAISAL. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other

encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time and frequency for the purpose of inspecting, valuating, or appraising the Property. Lender will give Mortgagor notice at the time of or before an on-site inspection, valuation, or appraisal for on-going due diligence or otherwise specifying a reasonable purpose. Any inspection, valuation or appraisal of the Property will be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection, valuation or appraisal for its own purpose, except as otherwise provided by law.

12. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

13. DEFAULT. Mortgagor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

A. Payments. Mortgagor fails to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Mortgagor, Borrower, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.

C. Business Termination. Mortgagor merges, dissolves, reorganizes, ends its business or existence, or a partner or majority owner dies or is declared legally incompetent.

D. Failure to Perform. Mortgagor fails to perform any condition or to keep any promise or covenant of this Security Instrument.

E. Other Documents. A default occurs under the terms of any other document relating to the Secured Debts.

F. Other Agreements. Mortgagor is in default on any other debt or agreement Mortgagor has with Lender.

G. Misrepresentation. Mortgagor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. Mortgagor fails to satisfy or appeal any judgment against Mortgagor.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. Mortgagor changes Mortgagor's name or assumes an additional name without notifying Lender before making such a change.

K. Property Transfer. Mortgagor transfers all or a substantial part of Mortgagor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

L. Property Value. Lender determines in good faith that the value of the Property has declined or is impaired.

M. Material Change. Without first notifying Lender, there is a material change in Mortgagor's business, including ownership, management, and financial conditions.

N. Insecurity. Lender determines in good faith that a material adverse change has occurred in Mortgagor's financial condition from the conditions set forth in Mortgagor's most recent financial statement before the date of this Security Instrument or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

14. REMEDIES. On or after the occurrence of an Event of Default, Lender may use any and all remedies Lender has under state or federal law or in any document relating to the Secured Debts. Any amounts advanced on Mortgagor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Mortgagor's default.

Subject to any right to cure, required time schedules or any other notice rights Mortgagor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of an Event of Default or anytime thereafter.

All remedies are distinct, cumulative and not exclusive, and Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

15. REDEMPTION. The period of redemption is anytime before the foreclosure sale.

16. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, Mortgagor agrees to pay all expenses of collection, enforcement, valuation, appraisal or protection of Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Mortgagor agrees to pay expenses for Lender to inspect, value, appraise and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Mortgagor.

17. FORECLOSURE WITHOUT DEFICIENCY. If this Property is a 1-4 family residence that is owner-occupied at the beginning of a foreclosure action, a farm, a church or a tax-exempt nonprofit charitable organization, then Mortgagor agrees to the provisions of Wis. Stat. § 846.101, as amended, permitting Lender to waive its right to a judgment for a deficiency on real estate of 20 acres or less, and to hold a sale of the Property six months after the foreclosure judgment is entered. If this Property is not a 1-4 family residence that is owner-occupied at the beginning of a foreclosure action, a farm, a church or a tax-exempt nonprofit charitable organization, then Mortgagor agrees to the provisions of Wis. Stat. § 846.103, as amended, permitting Lender to waive its right to a judgment for a deficiency, and to hold a sale of the Property three months after a foreclosure judgment is entered. Regardless of terms to the contrary, if Mortgagor abandons the Property, then the sale of the Property shall be after two months from the date a foreclosure judgment is entered.

18. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state of Wisconsin and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.

D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.

F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Security Instrument.

L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

19. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

20. INSURANCE. Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Mortgagor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals shall include a standard "mortgage clause" (or "lender loss payable clause") endorsement that names Lender as "mortgagee" and "loss payee". If required by Lender, all insurance policies and renewals will also include an "additional insured" endorsement that names Lender as an "additional insured". If required by Lender, Mortgagor agrees to maintain comprehensive general liability insurance and rental loss or business

interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing).

Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Mortgagor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Mortgagor will pay for the insurance on Lender's demand. Lender may demand that Mortgagor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include coverages not originally required of Mortgagor, may be written by a company other than one Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor purchased the insurance. Mortgagor acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

21. ESCROW FOR TAXES AND INSURANCE. Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

22. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.

23. FIXTURE FILING. Mortgagor gives to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.

24. PERSONAL PROPERTY. Mortgagor gives to Lender a security interest in all personal property located on or connected with the Property, including all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property (all of which shall also be included in the term Property). The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.

25. APPLICABLE LAW. This Security Instrument is governed by the laws of Wisconsin, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

26. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor individually or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.

27. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Mortgagor and Lender. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

28. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

29. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Mortgagor will be deemed to be notice to all Mortgagors. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

SIGNATURES. By signing under seal, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument.

MORTGAGOR:

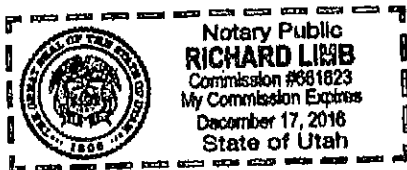
BOBO SIERRA, LLC

By Mark A. Bullock (Seal)
MARK A BULLOCK, Manager

ACKNOWLEDGMENT.

State Utah OF Utah County Salt Lake ss.
This instrument was acknowledged before me this 9th day of July, 2014 by
MARK A BULLOCK as Manager of BOBO SIERRA, LLC.
My commission expires: 12-17-16

Richard Limb
(Notary Public)



This instrument was drafted by LOAN DEPARTMENT, CAPITOL BANK/LORI POND, 710 N. HIGH POINT ROAD, MADISON, WI 53717

EXHIBIT "A"


PARCEL I: That part of the South One-half (1/2) of Section Thirteen (13), Township Three (3) North, Range Twenty-two (22) East, described as follows: Commence at a point on the South line of said Section 13, located N88°59'26" West 1634.33 feet from the Southeast corner of said Section; thence N02°07'30" West 368.94 feet parallel with the East line of said Section; thence N88°59'26" West 1739.81 feet parallel with the South line of said Section to the East right-of-way of S.T.H. "31" (Green Bay Road); thence N15°17'40" East 200 feet to the point of beginning run thence N15°17'40" East 179.92 feet along the East line of said road; thence S88°59'26" East 175.83 feet; thence S02°01'11" East 179.69 feet; thence S88°06'50" West 137.58 feet; thence N81°33'59" West 93.10 feet to the point of beginning. Said land being in the Village of Mt. Pleasant, Racine County, Wisconsin.

PARCEL II: Together with that certain drainage easement dated August 20, 2001 and recorded on August 22, 2001, in Volume 3241 of Records, at page 01, as Document No. 1787443 in the office of the Register of Deeds for Racine County, Wisconsin.

Tax Parcel Number: 51-151-03-22-13-159-000

Return Address: LOAN DEPARTMENT, CAPITOL BANK, 710 N. HIGH
POINT ROAD, MADISON, WI 53717

Parcel Number: 51-151-03-22-13-159-000

TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00
Pages: 101


ASSIGNMENT OF LEASES AND RENTS ²⁰⁻¹⁰

(With Future Advance Clause)

Space Above This Line For Recording Data

DATE AND PARTIES. The date of this Assignment of Leases and Rents (Assignment) is July 10, 2014. The parties and their addresses are:

ASSIGNOR:

BOBO SIERRA, LLC
A Wisconsin Limited Liability Company
6220 NESBITT ROAD
FITCHBURG, WI 53719

LENDER:

CAPITOL BANK
Organized and existing under the laws of Wisconsin
710 N. HIGH POINT ROAD
MADISON, WI 53717

1. SECURED DEBTS AND FUTURE ADVANCES. The term "Secured Debts" includes and this Assignment will secure each of the following:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, dated July 10, 2014, from Assignor to Lender, with a loan amount of \$1,160,000.00 and maturing on July 5, 2024.

B. Future Advances. All future advances from Lender to Assignor under the Specific Debts executed by Assignor in favor of Lender after this Assignment. If more than one person signs this Assignment, each agrees that this Assignment will secure all future advances that are given to Assignor either individually or with others who may not sign this Assignment. All future advances are secured by this Assignment even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Assignment. Nothing in this Assignment shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Assignor's principal dwelling that is created by this Assignment. This Assignment will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or conform to any limitations of Regulations Z and X that are required for loans secured by the Property.

C. All Debts. All present and future debts from Assignor to Lender, even if this Assignment is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs

this Assignment, each agrees that it will secure debts incurred either individually or with others who may not sign this Assignment. Nothing in this Assignment constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Assignor's principal dwelling that is created by this Assignment. This Assignment will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Assignment will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Assignment will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or conform to any limitations of Regulations Z and X that are required for loans secured by the Property.

D. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Assignment.

2. ASSIGNMENT OF LEASES AND RENTS. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Assignor's performance under this Assignment, Assignor does hereby assign, grant, bargain, convey and mortgage to Lender as additional security all the right, title and interest in the following (Property).

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacements (Leases).

B. Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Assignor may have regarding the Property (Rents).

C. The term Property as used in this Assignment shall include the following described real property:

Parcel I: That part of the South One-half (1/2) of Section Thirteen (13), Township Three (3) North, Range Twenty-two (22) East, described as follows: Commence at a point on the South line of said Section 13, located N88°59'26"West 1634.33 feet from the Southeast corner of said Section; thence N02°07'30"West 368.94 feet parallel with the East line of said Section; thence N88°59'26"West 1739.81 feet parallel with the South line of said Section to the East right-of-way of S.T.H. "31" (Green Bay Road); thence N15°17'40"East 200 feet to the point of beginning run thence N15°17'40"East 179.92 feet along the East line of said road; thence S88°59'26"East 175.83 feet; thence S02°01'11"East 179.69 feet; thence S88°06'50"West 137.58 feet; thence N81°33'59"West 93.10 feet to the point of beginning. Said land being in the Village of Mt. Pleasant, Racine County, Wisconsin.

Parcel II: Together with that certain drainage easement dated August 20, 2001 and recorded on August 22, 2001, in Volume 3241 of Records, at page 01, as Document No. 1787443 in the office of the Register of Deeds for Racine County, Wisconsin.

The property is located in Racine County at 1515 S. GREEN BAY ROAD, RACINE, Wisconsin 53406.

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

3. PAYMENTS. Assignor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Assignment.

4. COLLECTION OF RENTS. Assignor may collect, receive, enjoy and use the Rents so long as Assignor is not in default. Assignor will not collect in advance any Rents due in future lease periods, unless Assignor first obtains Lender's written consent.

Upon default, Assignor will receive any Rents in trust for Lender and Assignor will not commingle the Rents with any other funds. When Lender so directs, Assignor will endorse and deliver any payments of Rents from the Property to

Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting, valuating, appraising and preserving the Property, and other necessary expenses.

Assignor agrees that this Assignment is immediately effective between Assignor and Lender and effective as to third parties on the recording of this Assignment.

5. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, Assignor agrees to pay all expenses of collection, enforcement, valuation, appraisal or protection of Lender's rights and remedies under this Assignment or any other document relating to the Secured Debts. Assignor agrees to pay expenses for Lender to inspect, value, appraise and preserve the Property and for any recordation costs of releasing the Property from this Assignment. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Assignor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Assignor.

6. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state of Wisconsin and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Assignor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Except as previously disclosed and acknowledged in writing to Lender, Assignor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Assignor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Assignor will take all necessary remedial action in accordance with Environmental Law.
- D. Except as previously disclosed and acknowledged in writing to Lender, Assignor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Assignor or any tenant of any Environmental Law. Assignor will immediately notify Lender in writing as soon as Assignor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Except as previously disclosed and acknowledged in writing to Lender, Assignor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.
- F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
- G. Assignor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
- H. Assignor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous

Substance that has been released on, under or about the Property; or (3) whether or not Assignor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Assignor agrees, at Assignor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Assignor's obligations under this section at Assignor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Assignor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Assignment and in return Assignor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Assignment.

L. Notwithstanding any of the language contained in this Assignment to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Assignment regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

7. CONDEMNATION. Assignor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Assignor authorizes Lender to intervene in Assignor's name in any of the above described actions or claims. Assignor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Assignment. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

8. APPOINTMENT OF A RECEIVER. On or after an Assignor's default, Assignor agrees to Lender making an application to the court for an appointment of a receiver for the benefit of Lender to take possession of the Property and the Leases, with the power to receive, collect and apply the Rents. Any Rents collected will be applied as the court authorizes to pay taxes, to provide insurance, to make repairs and to pay costs or any other expenses relating to the Property, the Leases and Rents, and any remaining sums shall be applied to the Secured Debts. Assignor agrees that this appointment of a receiver may be without giving bond, without reference to the then-existing value of the Property, and without regard to the insolvency of any person liable for any of the Secured Debts.

9. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

10. TRANSFER OF AN INTEREST IN THE ASSIGNOR. If Assignor is an entity other than a natural person (such as a corporation, partnership, limited liability company or other organization), Lender may demand immediate payment if:

- A. A beneficial interest in Assignor is sold or transferred.
- B. There is a change in either the identity or number of members of a partnership or similar entity.
- C. There is a change in ownership of more than 25 percent of the voting stock of a corporation, partnership, limited liability company or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Assignment.

11. WARRANTIES AND REPRESENTATIONS. Assignor makes to Lender the following warranties and representations which will continue as long as this Assignment is in effect:

A. Power. Assignor is duly organized, and validly existing and in good standing in all jurisdictions in which Assignor operates. Assignor has the power and authority to enter into this transaction and to carry on Assignor's business or activity as it is now being conducted and, as applicable, is qualified to do so in each jurisdiction in which Assignor operates.

B. Authority. The execution, delivery and performance of this Assignment and the obligation evidenced by this Assignment are within Assignor's powers, have been duly authorized, have received all necessary governmental

approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which Assignor is a party or to which Assignor is or any of Assignor's property is subject.

C. Name and Place of Business. Other than previously disclosed in writing to Lender, Assignor has not changed Assignor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name. Without Lender's prior written consent, Assignor does not and will not use any other name and will preserve Assignor's existing name, trade names and franchises.

D. Title. Assignor has good title to the Leases, Rents and Property and the right to assign, grant, bargain, convey and mortgage to Lender as additional security the Leases and Rents, and no other person has any right in the Leases and Rents.

E. Recordation. Assignor has recorded the Leases as required by law or as otherwise prudent for the type and use of the Property.

F. Default. No default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Assignor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Assignor or any party to the Lease defaults or fails to observe any applicable law, Assignor will promptly notify Lender.

G. Lease Modification. Assignor has not sublet, modified, extended, canceled, or otherwise altered the Leases, or accepted the surrender of the Property covered by the Leases (unless the Leases so require).

H. Encumbrance. Assignor has not assigned, compromised, subordinated or encumbered the Leases and Rents.

12. COVENANTS. Assignor agrees to the following covenants:

A. Rent Abatement and Insurance. When any Lease provides for an abatement of Rents due to fire, flood or other casualty, Assignor will insure against this risk of loss with a policy satisfactory to Lender. Assignor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

B. Copies of Leases. Assignor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed.

C. Right To Rents. Immediately after the execution of this Assignment, Assignor will notify all current and future tenants and others obligated under the Leases of Lender's rights to the Leases and Rents, and will request that they immediately pay all future Rents directly to Lender when Assignor or Lender asks them to do so.

D. Accounting. When Lender requests, Assignor will provide to Lender an accounting of Rents, prepared in a form acceptable to Lender, subject to generally accepted accounting principles and certified by Assignor or Assignor's accountant to be current, accurate and complete as of the date requested by Lender.

E. Lease Modification. Assignor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's written consent.

F. Encumbrance. Assignor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent.

G. Future Leases. Assignor will not enter into any future Leases without prior written consent from Lender. Assignor will execute and deliver such further assurances and assignments as to these future Leases as Lender requires from time to time.

H. Personal Property. Assignor will not sell or remove any personal property on the Property, unless Assignor replaces this personal property with like kind for the same or better value.

I. Prosecution and Defense of Claims. Assignor will appear in and prosecute its claims or defend its title to the Leases and Rents against any claims that would impair Assignor's interest under this Assignment and, on Lender's request, Assignor will also appear in any action or proceeding on behalf of Lender. Assignor agrees to assign to Lender, as requested by Lender, any right, claims or defenses which Assignor may have against parties who supply labor or materials to improve or maintain the leaseholds subject to the Leases and/or the Property.

J. Liability and Indemnification. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses or damages due to Lender's gross negligence or intentional torts. Otherwise, Assignor will indemnify Lender

and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

K. Leasehold Estate. Assignor will not cause or permit the leasehold estate under the Leases to merge with Assignor's reversionary interest, and agrees that the Leases shall remain in full force and effect regardless of any merger of the Assignor's interests and of any merger of the interests of Assignor and any party obligated under the Leases.

L. Insolvency. Lender will be the creditor of each tenant and of anyone else obligated under the Leases who is subject to an assignment for the benefit of creditors, an insolvency, a dissolution or a receivership proceeding, or a bankruptcy.

13. DEFAULT. Assignor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

A. Payments. Assignor fails to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Assignor, Borrower, or any co-signer, endorser, surety or guarantor of this Assignment or any other obligations Borrower has with Lender.

C. Business Termination. Assignor merges, dissolves, reorganizes, ends its business or existence, or a partner or majority owner dies or is declared legally incompetent.

D. Failure to Perform. Assignor fails to perform any condition or to keep any promise or covenant of this Assignment.

E. Other Documents. A default occurs under the terms of any other document relating to the Secured Debts.

F. Other Agreements. Assignor is in default on any other debt or agreement Assignor has with Lender.

G. Misrepresentation. Assignor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. Assignor fails to satisfy or appeal any judgment against Assignor.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. Assignor changes Assignor's name or assumes an additional name without notifying Lender before making such a change.

K. Property Transfer. Assignor transfers all or a substantial part of Assignor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

L. Property Value. Lender determines in good faith that the value of the Property has declined or is impaired.

M. Material Change. Without first notifying Lender, there is a material change in Assignor's business, including ownership, management, and financial conditions.

N. Insecurity. Lender determines in good faith that a material adverse change has occurred in Assignor's financial condition from the conditions set forth in Assignor's most recent financial statement before the date of this Assignment or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

14. REMEDIES. After Assignor defaults, Lender may at Lender's option do any one or more of the following.

A. Acceleration. Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due.

B. Additional Security. Lender may demand additional security or additional parties to be obligated to pay the Secured Debts.

C. Sources. Lender may use any and all remedies Lender has under Wisconsin or federal law or in any document relating to the Secured Debts.

D. Insurance Benefits. Lender may make a claim for any and all insurance benefits or refunds that may be available on Assignor's default.

E. Payments Made On Assignor's Behalf. Amounts advanced on Assignor's behalf will be immediately due and may be added to the Secured Debts.

F. Rents. Lender may terminate Assignor's right to collect Rents and directly collect and retain Rents in Lender's name without taking possession of the Property and to demand, collect, receive, and sue for the Rents, giving proper receipts and releases. In addition, after deducting all reasonable expenses of collection from any collected and retained Rents, Lender may apply the balance as provided for by the Secured Debts.

G. Entry. Lender may seek the appointment of a receiver to exercise the following powers and duties: to enter, take possession, manage and operate all or any part of the Property; make, modify, enforce or cancel or accept the surrender of any Leases; obtain or evict any tenants or licensees; increase or reduce Rents; decorate, clean and make repairs or do any other act or incur any other cost Lender deems proper to protect the Property as fully as Assignor could do. Any funds collected from the operation of the Property may be applied in such order as Lender may deem proper, including, but not limited to, payment of the following: operating expenses, management, brokerage, attorneys' and accountants' fees, the Secured Debts, and toward the maintenance of reserves for repair or replacement. Lender may take such action without regard to the adequacy of the security, with or without any action or proceeding, through any person or agent, or receiver to be appointed by a court, and irrespective of Assignor's possession.

The collection and application of the Rents or the entry upon and taking possession of the Property as set out in this section shall not cure or waive any notice of default under the Secured Debts, this Assignment, or invalidate any act pursuant to such notice. The enforcement of such remedy by Lender, once exercised, shall continue for so long as Lender shall elect, notwithstanding that such collection and application of Rents may have cured the original default.

H. Waiver. Except as otherwise required by law, by choosing any one or more of these remedies Lender does not give up any other remedy. Lender does not waive a default if Lender chooses not to use a remedy. By electing not to use any remedy, Lender does not waive Lender's right to later consider the event a default and to use any remedies if the default continues or occurs again.

15. TERM. This Assignment will remain in full force and effect until the Secured Debts are paid or otherwise discharged and Lender is no longer obligated to advance funds under any loan or credit agreement which is a part of the Secured Debts. If any or all payments of the Secured Debts are subsequently invalidated, declared void or voidable, or set aside and are required to be repaid to a trustee, custodian, receiver or any other party under any bankruptcy act or other state or federal law, then the Secured Debts will be revived and will continue in full force and effect as if this payment had not been made.

16. WAIVERS. Except to the extent prohibited by law, Assignor waives all appraisal and homestead exemption rights relating to the Property.

17. FIXTURE FILING. Assignor gives to Lender a security interest in all goods that Assignor owns now or in the future and that are or will become fixtures related to the Property.

18. PERSONAL PROPERTY. Assignor gives to Lender a security interest in all personal property located on or connected with the Property, including all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Assignor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property (all of which shall also be included in the term Property). The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.

19. APPLICABLE LAW. This Assignment is governed by the laws of Wisconsin, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

20. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Assignor's obligations under this Assignment are independent of the obligations of any other Assignor. Lender may sue each Assignor individually or together with any other Assignor. Lender may release any part of the Property and Assignor will still be obligated under this Assignment for the remaining Property. Assignor agrees that Lender and any party to this Assignment may extend, modify or make any change in the terms of this Assignment or any evidence of debt without Assignor's consent. Such a change will

not release Assignor from the terms of this Assignment. Lender may assign all or part of Lender's rights under this Assignment without Assignor's consent. If Lender assigns this Assignment, all of Assignor's covenants, agreements, representations and warranties contained in this Assignment will benefit Lender's successors and assigns. The duties of this Assignment will bind the successors and assigns of Assignor.

21. AMENDMENT, INTEGRATION AND SEVERABILITY. This Assignment may not be amended or modified by oral agreement. No amendment or modification of this Assignment is effective unless made in writing and executed by Assignor and Lender. This Assignment and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Assignment is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

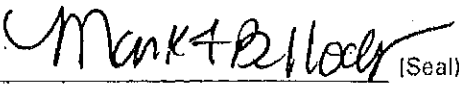
22. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Assignment.

23. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Assignor will be deemed to be notice to all Assignors. Assignor will inform Lender in writing of any change in Assignor's name, address or other application information. Assignor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Assignor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Assignment. Assignor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Assignor's obligations under this Assignment and to confirm Lender's lien status on any Property, and Assignor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

SIGNATURES. By signing under seal, Assignor agrees to the terms and covenants contained in this Assignment. Assignor also acknowledges receipt of a copy of this Assignment.

ASSIGNOR:

BOBO SIERRA, LLC

By:  (Seal)
MARK A BULLOCK, Manager

ACKNOWLEDGMENT.

State OF Utah, County OF Salt Lake ss. 9th day of July, 2014 by
This instrument was acknowledged before me this
MARK A BULLOCK as Manager of BOBO SIERRA, LLC.
My commission expires: 12-17-16

Richard Limb
(Notary Public)



This instrument was drafted by LOAN DEPARTMENT, CAPITOL BANK/LORI POND, 710 N. HIGH POINT ROAD, MADISON, WI 53717

EXHIBIT "A"

PARCEL I: That part of the South One-half (1/2) of Section Thirteen (13), Township Three (3) North, Range Twenty-two (22) East, described as follows: Commence at a point on the South line of said Section 13, located N88°59'26" West 1634.33 feet from the Southeast corner of said Section; thence N02°07'30" West 368.94 feet parallel with the East line of said Section; thence N88°59'26" West 1739.81 feet parallel with the South line of said Section to the East right-of-way of S.T.H. "31" (Green Bay Road); thence N15°17'40" East 200 feet to the point of beginning run thence N15°17'40" East 179.92 feet along the East line of said road; thence S88°59'26" East 175.83 feet; thence S02°01'11" East 179.69 feet; thence S88°06'50" West 137.58 feet; thence N81°33'59" West 93.10 feet to the point of beginning. Said land being in the Village of Mt. Pleasant, Racine County, Wisconsin.

PARCEL II: Together with that certain drainage easement dated August 20, 2001 and recorded on August 22, 2001, in Volume 3241 of Records, at page 01, as Document No. 1787443 in the office of the Register of Deeds for Racine County, Wisconsin.

Tax Parcel Number: 51-151-03-22-13-159-000