



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: 1/29/20 10:13 am

Last Revised on: 1/29/20 10:13 am

Printed on: 1/29/20 10:13 am

**Applicant Information**

Migdalena 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: Fellowship Baptist Church

Property address: 1425 S Green Bay Road, Racine, WI 53406 (Note: Please see included tax bill for mailing address.)

Legal description: See "Exhibit A" attached

Tax Key No: 13132096

**Mortgages / Leases / Land Contracts / UCC**

Mortgage from Fellowship Baptist Church to Tri City National Bank in the amount of \$560,926.76 dated November 2, 2016 and recorded November 7, 2016 as Document No. 2449980.

Assignment of Rents from Fellowship Baptist Church to Tri City National Bank recorded November 7, 2016 as Document No. 2449981.

Security interest of Tri City National Bank, 4708 Northwestern Avenue, Racine, WI, 53406, secured party, as disclosed by UCC Financing Statement recorded November 7, 2016 as Document No. 2449982 executed by Fellowship Baptist Church, 5607 Wright Ave, Racine, WI, 53406-4555, debtor.

**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.

Covenant and other matters contained in the instrument recorded January 10, 1962 in Volume 767, Page 40 as Document No. 746431.

Covenants, Conditions, Restrictions and other matters contained in the instrument recorded February 11, 1964 in Volume 770, Page 64 as Document No. 747725. Along with Affidavit and other matters contained in instrument recorded May 22, 1964, in Volume 821, Page 136, as Document No. 770021.

Covenants, Conditions, Restrictions and other matters contained in the instrument recorded March 13, 1963 in Volume 772, Page 623 as Document No. 748965.

Sewer Easements and other matters contained in the instrument recorded June 12, 1974 in Volume 1227, Page 134 as Document No. 940801.

Wisconsin Electric Power Company Easement and other matters contained in the instrument recorded April 28, 1975 in Volume 1261, Page 328 as Document No. 954897.





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Wisconsin Electric Power Company Easement and other matters contained in the instrument recorded May 14, 1990 in Volume 2013, Page 783 as Document No. 1310065.

#### 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.

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

#### Other Matters

None

#### Footnotes

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

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

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

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



## EXHIBIT A

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That part of the South ½ of Section 13, Township 3 North, Range 22 East, bounded as follows: Begin on the intersection of the center line of the Green Bay Road with the center line of Wright Avenue as now dedicated to the City of Racine for street purposes; run thence South 72° 29' East 205.87 feet; thence Southeasterly 107.70 feet along a curve to the left whose radius is 430.00 feet and whose long chord measures South 79° 39' 30" East 107.41 feet; thence South 86° 50' East 361.76 feet to the intersection of the center line of a future street which will run Northerly and Southerly; thence South 14° 05' 17" West 389.49 feet along aforementioned center line of future street; thence Southwesterly 139.58 feet along a curve to the left whose radius is 733.37 feet and whose long chord measures South 8° 38' 08" West 139.37 feet; thence South 3° 11' West 37.75 feet to a point located North 737.88 feet from the South line of said Section 13, which point is on the South line of land conveyed to E. E. Lewis by deed recorded in deed records for Racine County in Volume 360, Page 148; thence North 86° 50' West 739.91 feet parallel to the said South line of said Section to the center line of the Green Bay Road; thence North 17° 31' East 643.19 feet to the point of beginning. EXCEPTING THEREFROM for public street purposes, the Northerly 30 feet and the Easterly 30 feet. ALSO EXCEPTING THEREFROM the Westerly 50 feet taken for Highway purposes by the State Highway Commission by Lis Pendens recorded in Volume L of Lis Pendens, Page 62, Entry A, as Document No. 746692. FURTHER EXCEPTING THEREFROM lands conveyed by document recorded in Volume 1245 of Records, Page 254, as Document No. 948581. Said land being in the City of Racine, County of Racine, State of Wisconsin.

For informational purposes only

Property Address: 1425 S Green Bay Road, Racine, WI 53406

Tax Key No.: 13132096





# City of Racine Web Portal - Property Summary

Property: 13132096

1079309

Search powered by



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

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2018 ▼	Real Estate	13132096	276 - CITY OF RACINE	1425 S GREEN BAY RD	FELLOWSHIP BAPTIST CHURCH 5607 WRIGHT AVE RACINE WI 53406
Tax Year Legend:    ⬅\$ = owes prior year taxes    ☒ = not assessed    Ⓢ = not taxed    Delinquent    Current					

## Summary

### Property Summary

Parcel #:	13132096
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	7/11/2017
Historical Date:	
Acres:	0.000

### Property Addresses

Primary ▲	Address
<input checked="" type="checkbox"/>	1425 S GREEN BAY RD RACINE 53406

### Owners

Name	Status	Ownership Type	Interest
FELLOWSHIP BAPTIST CHURCH	CURRENT OWNER		0.00

### Parent Parcels

No Parent Parcels were found
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### Child Parcels

No Child Parcels were found
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### Legal Description

SW 1/4 SECTION 13-3-22 BEG NLN MARBORO HEIGHTS NO 2 AT WLN OAKDALE AVE, W TO GREEN BAY RD, NE TO SLN WRIGHT AVE, E TO WLN OAKDALE AVE, SWLY ALG WLN OAKDALE AVE TO POB, EXC PT DESC VOL 1245 RECS PG 255 FOR HWY
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### Public Land Survey - Property Descriptions

No Property Descriptions were found
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### District

Code ▲	Description	Category
0600	GATEWAY TECHINICAL COLLEGE	TECHNICAL COLLEGE
276	LOCAL	OTHER DISTRICT
	RACINE COUNTY	
	STATE OF WISCONSIN	

4620

UNIFIED SCHOOL

REGULAR SCHOOL

## Building Information

### Buildings

## Assessments

### Assessment Summary

Estimated Fair Market Value: 0

Assessment Ratio: 0.9830

Legal Acres: 0.000

### 2018 valuations

Class	Acres	Land	Improvements	Total
X5 - ALL OTHER	0.000	0	0	0
<b>ALL CLASSES</b>	<b>0.000</b>	<b>0</b>	<b>0</b>	<b>0</b>

### 2017 valuations

Class	Acres	Land	Improvements	Total
X5 - ALL OTHER	0.000	0	0	0
<b>ALL CLASSES</b>	<b>0.000</b>	<b>0</b>	<b>0</b>	<b>0</b>

## Taxes

### Tax Summary

Bill #: 14378

Net Mill Rate: 0.029166790

### Lottery Credits

Claims	Date	Amount
0		0.00

### Installments

Due Date ▲	Amount
1/31/2019	188.00
3/31/2019	0.00
5/31/2019	0.00
7/31/2019	0.00

### Payments

Status	Payment Date ▲	Type	Amount	Receipt #	Notes
Posted	12/28/2018	T	188.00	362041	

Key: Property Type: RE - Real Estate, PP - Personal Property

Payment Type: A - Adjustment, R - Redemption, T - Current Tax, Q - Quit Claim, D - Write Off Deeded, B - Write Off Bankruptcy

### Details

Description	Amount	Paid	Due
Gross Tax	0.00	-	-
School Credit	0.00	-	-
Total	0.00	-	-

Description	Amount	Paid	Due
GATEWAY TECHINICAL COLLEGE	0.00		
LOCAL	0.00		
RACINE COUNTY	0.00		
STATE OF WISCONSIN	0.00		
UNIFIED SCHOOL	0.00		
First Dollar Credit	0.00	-	-
Lottery Credit	0.00	-	-
Net Tax	0.00	0.00	0.00
Special Assessments	0.00	0.00	0.00
<input checked="" type="checkbox"/> Special Charges	188.00	188.00	0.00
Fire Inspection	125.00		
SANITARY SEWER MAINTENANCE	63.00		
Delinquent Utility	0.00	0.00	0.00
PrivateForest Crop	0.00	0.00	0.00
Woodland Tax Law	0.00	0.00	0.00
Managed Forest Land	0.00	0.00	0.00
Other Charges	0.00	0.00	0.00
Interest	-	0.00	0.00
Penalty	-	0.00	0.00
<b>TOTAL</b>	<b>188.00</b>	<b>188.00</b>	<b>0.00</b>

## Tax History

Interest/Penalty Date 11/12/2019

Year	Amount	Interest Paid	Penalties Paid	Paid	Last Paid	Amount Due	Status
2018	188.00	0.00	0.00	188.00	12/28/2018	0.00	Paid
2017	2651.82	0.00	0.00	2651.82	12/20/2017	0.00	Paid
2016	2618.91	0.00	0.00	2618.91	12/30/2016	0.00	Paid
2015	2455.04	0.00	0.00	2455.04	12/29/2015	0.00	Paid
2014	2476.60	0.00	0.00	2476.60	12/24/2014	0.00	Paid
2013	2304.13	0.00	0.00	2304.13	12/31/2013	0.00	Paid
<b>TOTAL</b>	<b>12694.50</b>	<b>0.00</b>	<b>0.00</b>	<b>12694.50</b>	<b>-</b>	<b>0.00</b>	<b>-</b>

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

## Document History

No matching document history was found

1072343

VOL 1560 PAGE 370

STATE BAR OF WISCONSIN—FORM 3  
QUIT CLAIM DEED  
THIS SPACE RESERVED FOR RECORDING DATA  
Racine County, Wis. SS. *7*

Received for Record 6 day of May A.D., 1982 at 9:16 o'clock A M. and recorded in Volume 4560 of Records on page 370

Stanley F. Bialecki  
Registrar of Deeds

HIGHLAND VILLAGE BAPTIST CHURCH (a church or  
unincorporated religious society)

quit-claims to  
FELLOWSHIP BAPTIST CHURCH, for \$1.00 and other  
valuable consideration.

the following described real estate in Racine County,  
State of Wisconsin:

2.00  
RETURN TO

Box 57

Tax Key No.

That part of the South One-half (1/2) of Section numbered Thirteen (13), in Township numbered Three (3) North, Range numbered Twenty-two (22) East, bounded as follows: Begin on the intersection of the center line of the Green Bay Road with the center line of Wright Avenue as now dedicated to the City of Racine for street purposes; run thence South 72°29' East 205.87 feet; thence Southeasterly 107.70 feet along a curve to the left whose radius is 430.00 feet and whose long chord measures South 79°39'30" East 107.41 feet; thence South 86° 50' East 361.76 feet to the intersection of the center line of a future street which will run Northerly and Southerly; thence South 14°05'17" West 389.49 feet along aforementioned center line of future street; thence Southwesterly 139.58 feet along a curve to the left whose radius is 733.37 feet and whose long chord measures South 8°38'08" West 139.37 feet; thence South 3°11' West 37.75 feet to a point located North 737.88 feet from the South line of said Section 13, which point is on the South line of land conveyed to E. E. Lewis by deed recorded in deed records for Racine County in Volume 360 on page 148; thence North 86°50' West 739.91 feet parallel to the said South line of said Section to the center line of the Green Bay Road; thence North 17°31' East 643.19 feet to the point of beginning. Excepting therefrom for public street purposes, the Northerly 30 feet and the Easterly 30 feet. Also excepting therefrom the Westerly 50 feet taken for Highway purposes by the State Highway Commission by Lis Pendens recorded in Volume L of Lis Pendens at page 62, Entry A, as Document No. 746692. Said land being in the Town of Mt. Pleasant.

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

Dated this 5<sup>th</sup> day of May, 1982.

W. J. ... (SEAL)

W. L. Herber (SEAL)

City of Racine, WI 53401

Charles F. L. Hach (SEAL)

\_\_\_\_\_(SEAL)

## AUTHENTICATION

Signatures authenticated this 5<sup>th</sup> day of

TITLE: MEMBER STATE BAR OF WISCONSIN

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

This instrument was drafted by

Charles H. Constantine

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

## ACKNOWLEDGMENT

STATE OF WISCONSIN

County, } ss.

Personally came before me, this \_\_\_\_\_ day of \_\_\_\_\_  
the above named \_\_\_\_\_

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

Notary Public \_\_\_\_\_ County, Wis.  
My Commission is permanent. (If not, state expiration  
date: \_\_\_\_\_, 19\_\_\_\_.)

1072343

1590.370

May 6, 1960

DOCUMENT NO.

1072342

STATE BAR OF WISCONSIN—FORM 3

QUIT CLAIM DEED  
REGISTERED FOR RECORDING DATA  
Racine County, Wis.Received for Record 6<sup>th</sup> day of May A.D., 1980 at 9:15o'clock P.M. and recorded in Volume 1560  
of Records on page 369Stanley J. Bialecki  
Notary Public

GROVE AVENUE BAPTIST CHURCH

quit-claims to

HIGHLAND VILLAGE BAPTIST CHURCH, for \$1.00  
and other good and valuable considerationthe following described real estate in Racine County,  
State of Wisconsin:2.00  
RETURN TO

Box 57

Tax Key No. \_\_\_\_\_

That part of the South One-half (1/2) of Section number Thirteen (13), in Township numbered Three (3) North, Range numbered Twenty-two (22) East, bounded as follows: Begin on the intersection of the center line of the Green Bay Road with the center line of Wright Avenue as now dedicated to the City of Racine for street purposes; run thence South 72°29' East 205.87 feet; thence Southeasterly 107.70 feet along a curve to the left whose radius is 430.00 feet and whose long chord measures South 79°39'30" East 107.41 feet; thence South 86°50' East 361.76 feet to the intersection of the center line of a future street which will run Northerly and Southerly; thence South 14°05'17" West 389.49 feet along aforementioned center line of future street; thence Southwesterly 139.58 feet along a curve to the left whose radius is 733.37 feet and whose long chord measures South 8°38'08" West 139.37 feet; thence South 3°11' West 37.75 feet to a point located North 737.88 feet from the South line of said Section 13, which point is on the South line of land conveyed to E. E. Lewis by deed recorded in deed records for Racine County in Volume 360 on page 148; thence North 86°50' West 739.91 feet parallel to the said South line of said Section to the center line of the Green Bay Road; thence North 17°31' East 643.19 feet to the point of beginning.

Excepting therefrom for public street purposes, the Northerly 30 feet and the Easterly 30 feet. Also excepting therefrom the Westerly 50 feet taken for Highway purposes by the State Highway Commission by Lis Pendens recorded in Volume L of Lis Pendens at page 62, Entry A, as Document No. 746692. Said land

This is not homestead property, being in the Town of Mt. Pleasant.  
(is) (is not)

See Aempt 77.27 #3

Dated this 5<sup>th</sup> day of May, 1980James K. Williams (SEAL)Stanley J. Bialecki (SEAL)John L. Bialecki (SEAL)\_\_\_\_\_  
(SEAL)

## AUTHENTICATION

Signatures authenticated this 5<sup>th</sup> day of May, 1980Charles H. Constantine

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, \_\_\_\_\_  
authorized by § 706.06, Wis. Stats.)This instrument was drafted by Charles H. Constantine

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

## ACKNOWLEDGMENT

STATE OF WISCONSIN

ss.

County,

Personally came before me, this \_\_\_\_\_ day of \_\_\_\_\_

the above named \_\_\_\_\_

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

\* \_\_\_\_\_  
Notary Public \_\_\_\_\_ County, Wis.  
My Commission is permanent. (If not, state expiration date: \_\_\_\_\_, 19\_\_\_\_.)

1072342

1560-369

May 6, 1980



DOCUMENT NO.

WARRANTY DEED ~~WARRANTY DEED~~  
STATE OF WISCONSIN—FORM 4  
THIS SPACE RESERVED FOR RECORDING DATA

THIS INDENTURE, Made this 9th day of March  
A. D., 19 63, between EDWARD E. LEWIS and ELIOT E. LEWIS,  
partners, doing business as Lewis Farms of Racine,  
Wisconsin

GROVE AVENUE BAPTIST CHURCH part ies of the first part and

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

Witnesseth, That the said part ies of the first part, for and in consideration  
of the sum of One (\$1.00) Dollar and Other Good and Valuable  
Consideration

RETURN TO

Milton F. LaPour ①

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

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

Begin on the intersection of the centerline of the Green Bay Road with the centerline  
of Wright Avenue as now dedicated to the City of Racine for street purposes; run thence  
South 72°-29' East 205.87 feet; thence Southeasterly 107.70 feet along a curve to the  
left whose radius is 430.00 feet and whose long chord measures South 79°-39'-30"  
East 107.41 feet; thence South 86°-50' East 361.76 feet to the intersection of the  
centerline of a future street which will run Northerly and Southerly; thence South  
14°-05'-17" West 389.49 feet along aforementioned centerline of future street; thence  
Southwesterly 139.58 feet along a curve to the left whose radius is 733.37 feet and  
whose long chord measures South 8°-38'-08" West 139.37 feet; thence South 3°-11'  
West 37.75 feet to a point located North 737.88 feet from the South line of said  
Section 13; which point is on the South line of lands conveyed to E. E. Lewis by deed  
recorded in deed records for Racine County in Volume 360 on Page 148; thence North  
(continued on back)

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

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

And the said EDWARD E. LEWIS and ELIOT E. LEWIS, partners, doing business as  
Lewis Farms of Racine, Wisconsin

for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and  
with the said party of the second part, its successors and assigns, that at the time of the encasing and delivery of these presents they are  
well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple,  
and that the same are free and clear from all incumbrances whatever.

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

In Witness Whereof, the said part ies of the first part have hereunto set their hand, s. and seal, s. this 9th  
day of March, A. D., 19 63.

SIGNED AND SEALED IN PRESENCE OF

Milton F. LaPourEdward E. Lewis (SEAL)Edward E. Lewis, Partner, doing business as  
Lewis Farms of Racine, Wisconsin (SEAL)Milton F. LaPourEliot E. Lewis (SEAL)Eliot E. Lewis, Partner, doing business as  
Lewis Farms of Racine, Wisconsin (SEAL)John C. PowersSTATE OF WISCONSIN,  
Racine County.

VOL. 772 PAGE 623

Personally came before me, this 9th day of March, A. D., 19 63  
the above named Edward E. Lewis and Eliot E. Lewis, partners, doing business as  
Lewis Farms of Racine, Wisconsin

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

Milton F. LaPour

This instrument drafted by

Milton F. LaPourNotary Public, Racine County, Wis.My Commission (Expires) (Is) October 11, 1964

748965

772-623

March 13, 1963

86°-50' West 739.91 feet parallel to the said South line of said Section to the centerline of the Green Bay Road; thence North 17°-31' East 643.19 feet to the point of beginning. Containing 9.2449 Acres. Excepting therefrom for public street purposes, the Northerly 30 feet and the Easterly 30 feet.

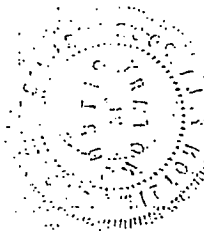
This conveyance is subject to the "taking" by the State Highway Commission of Wisconsin land for widening Highway 31, as set out in a Jurisdictional Offer, Sec. 32.05 Wisconsin Statutes, dated January 16, 1963 and signed by J. E. Meier, District Engineer, made to Grove Avenue Baptist Church, Edward E. Lewis, a/k/a Edwin E. Lewis, a widower, and Eliot E. Lewis, a single man, partners d/b/a Lewis Farms.

No part of the land described herein shall be used except for church buildings, school buildings or residential purposes. No building to be used for residential purposes shall be moved onto any part of the land. No building shall be erected, altered, placed or permitted to remain on any part of the land other than church buildings, school buildings or residential buildings for not more than two families and one, one or two car garage for each dwelling. The ground floor area of any building to be used for residential purposes shall be not less than 1,100 square feet for a one story dwelling or not less than 900 square feet for a one and one half or two story dwelling.

These covenants are to run with the land and shall be binding on all parties and all persons claiming hereunder until January 1, 1988 if lands owned by Lewis Farms as of this date, located adjacent to and within 300 feet of the property described herein are restricted to church, school or residential use. If said adjacent lands owned by Lewis Farms are not restricted as called for above, the restrictions on the property described herein shall be null and void.



748965



Register's Office  
Racine County, Wis.  
Received for Record  
March 13<sup>th</sup> 1963  
A.D., 1963 at 4:51  
of 772  
of 624  
of 23724  
Stanley J. Bielacki  
Registrar of Deeds

150

EXC

No 746692	D Jan 16, 1963.
CON	A
V L = 62A	R Jan 16, 1963
INST Notice of Lis Pendens as Provided in Sec. 32.05(4) Wis Stats & Jurisdictional Offer.	

RACINE COUNTY: STATE OF WISCONSIN:

Re Acquisition of Real Prop of Grove Ave Baptist Church, Edward E. Lewis, a/k/a Edwin E. Lewis, a widower & Eliot E. Lewis, a single man, partners, D.B.A Lewis Farms. by State Hiwy Commission of Wisconsin.

St Hiwy Commission of Wisconsin, by J.E. Meier, District Engineer.

To

Grove Ave Baptist Church, Edward E. Lewis a/k/a Edwin E. Lewis, a widower and Eliot E. Lewis, a single man, partners, D.B.A. Lewis Farms.

Hereby offers, etc. Same as #745784, except amt is \$1.00. The sd prop, etc. Same as #745784. The State, etc. Same as #745784, except date is Mar 1, 1963.

Pursuant to, etc.

(a) Loss of ld, etc. Same as #745784, except amt is \$1.00.

Owner has, etc. Same as #745784.

Owner must, etc. " " ", except date is Feb 5, 1963.

( over )

Fee Title in and to the fol tract ofld in Rac Co, St of Wis, desc as: That pt of the SW $\frac{1}{4}$  of Sec 13-3-22 E, lying between the fol desc cenl of STH 31 and a ln which is 50 ft Ely of as measured norm to, sd cen line:

Commence at a point in the N ln of sd SW $\frac{1}{4}$  which is 51.72 ft N 89°11' 54" W of the cen of sd Sec; thence S 16°24' 34" W 900 ft; thence S 15°17'34" W 433.81 ft to the point of begg in owner's N prop ln; thence S 15°17'34" W 643.19 ft to the point of ending in the owner's S prop ln.

The parcels contain approx 0.25 acre, exclusive of lds previously conveyed or dedicated for hiwy purposes.

Project T 065-1(3) Parcel No. 301

Ref

No 745784	D Dec 21, 1962
CON	A
V L - 57 B	R Dec 21, 1962
INST Notice of Lis Pendens as Provided in Sec. 32.05(4) Wis. Stats. and Jurisdic- tional Offer.	

RACINE COUNTY: STATE OF WISCONSIN:

Re Acquisition of Real Prop of Norman Proeber and Betty Proeber, his wf, an Chris Madsen and Alice Madsen, his wf by State Hiwy Commission of Wisconsin

State Hiwy Commission of Wisc, by J. E. Meier, Distirct Engineer.

To

Norman Proeber and Betty Proeber, his wf, and Chris Madsen and Alice Madsen, his wife.

Hereby offers to purchase a par of real est and/or rts therein and agrees to pay therefor the sum of \$17,400 within 60 days from the acceptance of this offer.

The sd prop, and/or rts therein as desc, are required by the St of Wis for the pub purp of Improvemt of S.T.H. 20 under Project T 065-1(3).

The St of Wis proposes to occupy and the owner will vacate the prem hereinbefore desc on July 15, 1963. ( over )

Pursuant to Sec. 32.05(3) (d), Wis Stats, the above purchase price is allocated as fol:

(a) Loss of ld, including Improvemts and fixutres actually being acquired \$17,400.00.

Owner has 20 days from the dt of service to accept this offer. Owner must execute the acceptance of this offer on or prior to Jan. 11, 1963;.

Fee Title in and to the fol tract of ld in Rac Co, St of Wis, desc as: That pt of the  $W\frac{1}{2}$  of the  $SW\frac{1}{4}$  of Sec 14-3-22 E, desc as: Begg at a point on the E-W  $\frac{1}{4}$  ln of Sec 14 which is 670.83 ft N 89° 29'18" E of the W  $\frac{1}{4}$  cor of sd Sec; thence S 0°30'42" E, 200.00 ft; thence N 89°29'18" E, 100.00 ft; thence N 0°30'42" W, 200.00 ft; thence S 89°29'18" W, 100.00 ft to the pt of begg. It is the intention of the grantor to convey all lds desc in Vol. 628, pg 525 as rec in the off of the Rac Co R of D. Containing 0.38 acre, exclusive of lds previously conveyed or dedicated for hiwy purpose.

Project T 065-1(3)

Parcel No. 53.

EXC  
948561

VOL 1245 PAGE 254

DOCUMENT NO.

This Indenture, Made by Grove Avenue Baptist Church - ALSO KNOWN AS  
HIGHWAY VILLAGE BAPT CHURCH, a Corporation duly organized and existing under and  
by virtue of the laws of the State of Wisconsin, grantor, of Racine County,  
Wisconsin, hereby conveys and warrants to State of Wisconsin/Department of Transporta-  
tion, Division of Highways  
grantee, of County Wisconsin, for the  
sum of One thousand five hundred forty and no/100 (\$1,540.00) 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. 32.09, 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. 32.13, 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 caused these presents to be signed by DANIEL L. PLACKO  
its President, and countersigned by JOANNE M. RAMSKE Secretary, at RACINE, Wisconsin,  
and its corporate seal to be hereunto affixed, this 25<sup>th</sup> day of OCTOBER, A.D., 1974.

Signed and Sealed in Presence of

Grove Avenue Baptist Church

Corporate Name

Daniel L. Placko  
President

DANIEL L. PLACKO  
Countersigned:

JOANNE M. RAMSKE  
Secretary

STATE OF WISCONSIN

RACINE County } ss.

RECEIVED FOR RECORD

DAY OF

A. D., 19\_\_ AT

O'CLOCK M. AND RECORDED IN VOL.

OF PAGE

COUNTY

Personally came before me, this 25<sup>th</sup> day of

OCTOBER, A.D., 1974.

DANIEL L. PLACKO, President, and

JOANNE M. RAMSKE, Secretary of the  
above-named Corporation, to me known to be the persons who  
executed the foregoing instrument, and to me known to be

such HE President and

SHE Secretary of said Corpora-  
tion, and acknowledge that they executed the foregoing in-  
strument as such officers as the deed of said Corporation,  
by its authority.

Joanne M. Ramske

(SEAL) Notary Public, RACINE County, Wisconsin

My commission expires JUNE 12, A.D., 1977

Notified by Scott L. Willman

1245-254

Nov. 18, 1974

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 772 of Racine County Records on Page 623, lying westerly of a line which is 60.00 feet easterly of, as measured normal to and parallel with the following described reference line of S.T.H. 31.

Said reference line begins at a point in the south line of the southwest one-quarter of said Section 13, Township 3 North, Range 22 East 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 0.14 acre, more or less. 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.

948581

Register's Office }  
Racine County, Wis. } ss.  
Received for Record 18th day of  
November A.D. 1974 at 8:32  
o'clock A. M. and recorded in Volume 1245  
of Records on page 254-255

Stanley F. Bialecki  
Register of Deeds

3.00

VOL 1245 PAGE 255

This Indenture, Made this 30th day of August, A. D. 19 61  
 between EDWARD E. LEWIS, a widower who has not remarried, as an individual, and  
EDWARD E. LEWIS and ELIOT E. LEWIS, partners, doing business as Lewis Farms part-ies of the first part and  
S. J. PAPAS and CONSTANCE PAPAS, his wife as Joint Tenants part-ies of the second part,

Witnesseth, That the said part-ies of the first part, for and in consideration of the sum of One (\$1.00)  
Dollar and Other Good and Valuable Consideration  
 to them in hand paid by the said part-ies of the second part, the receipt whereof is hereby confessed and acknowledged,  
 have VE given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant,  
bargain, sell, remise, release, alien, convey and confirm unto the said part-ies of the second part, their heirs and assigns  
 forever, the following described real estate situated in the County of Racine and State of Wisconsin, to-wit:

That part of the Southeast 1/4 of Section 13, Township 3 North, Range 22 East, in the  
 Town of Mt. Pleasant, Racine County, Wisconsin, described as follows:

Begin on the East and West 1/4 line of said Section 13 that is located Westerly 1551.0  
 feet from the East 1/4 corner of said Section; run thence South 600.00 feet parallel to  
 the East line of said Section; thence Westerly 811.00 feet parallel to the said East and  
 West 1/4 line; thence North 271.90 feet parallel to the said East line; thence North 89°  
 26' West 158.30 feet; thence North 78° 58' West 295.42 feet to the centerline of Green Bay  
 Road; thence North 19° 27' East 42.16 feet along the centerline of said road to a point  
 in the centerline of said road that is located northeasterly 608.52 feet along said  
 centerline from the southeast corner of parcel conveyed by Olson to Elsner by deed  
 recorded in the Office of the Register of Deeds for Racine County, Wisconsin in  
 Volume 337 of Deeds on Page 513; thence South 78° 58' East 284.83 feet; thence South 89°  
 26' East 154.65 feet; thence North 288.10 feet to the said East and West 1/4 line; thence  
 Easterly 811.00 feet along the said East and West 1/4 line to the point of beginning.



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

To Have and To Hold the said premises as above described with the hereditaments and appurtenances, unto the said part-ies  
 of the second part, and to their heirs and assigns FOREVER.

And the said EDWARD E. LEWIS, a widower who has not remarried, as an individual, and  
EDWARD E. LEWIS and ELIOT E. LEWIS, partners, doing business as Lewis Farms  
 for themselves, their heirs, executors and administrators, do covenant, grant  
 with the said part-ies of the second part their heirs and assigns, that at the time of  
 these presents they are well seized of the premises above described, as of a good, sure, perfect, absol  
 inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever.



and that the above bargained premises in the quiet and peaceable possession of the said part-ies of the second part, their heirs  
 and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, they will forever WARRANT  
 AND DEFEND.

In Witness Whereof, the said part-ies of the first part ha VE hereunto set their hand s and  
 seal s this 30th day of August, A. D. 19 61

SIGNED AND SEALED IN PRESENCE OF

Milton F. La Pour  
Florence Cooke  
 Florence Cooke

Edward E. Lewis (SEAL)  
Edward E. Lewis - Partner (SEAL)  
Eliot E. Lewis (SEAL)  
Eliot E. Lewis - Partner (SEAL)

STATE OF WISCONSIN,  
Racine County.

This instrument was drafted by Milton F. La Pour,  
 Pres. Milton F. La Pour, Incorporated.

Personally came before me, this 30th day of August, A. D. 19 61  
 the above named Edward E. Lewis, a widower who has not remarried, as an individual, and  
Edward E. Lewis and Eliot E. Lewis, partners, doing business as Lewis Farms  
 to me known to be the person s who executed the foregoing instrument and acknowledged the same.

Received for Record this 30th day of  
August, A. D. 19 61 at 11 o'clock AM.

(SEAL)

Milton F. La Pour  
 Notary Public Racine County, Wis.  
 My Commission expires Oct 11 A. D. 19 61

Register of Deeds

Deputy Register of Deeds

714-569

Sept. 11, 1961

726203

726203

NO. \_\_\_\_\_

Edward E. Lewis, a widower who has  
not remarried, as an individual, and  
Edward E. Lewis and Elliot E. Lewis,  
partners, doing business as Lewis  
Farms

TO

S. J. Papas and Constance

Papas, his wife as Joint.

Tenants

WARRANTY DEED

REGISTER'S OFFICE,  
STATE OF WISCONSIN,

*Racine* County.

Received for Record this 11 day of  
Sept A. D., 1961

at 2:26 o'clock P M., and recorded

in Vol. 714 of Deeds on Page 569-570

*Stanley F. Bialecki*  
Register of Deeds.

Deputy.

RETURN TO

La Pour

150



This Indenture, Made this 20th day of August, A. D., 1962,  
 between EDWARD E. LEWIS (Single)  
 of the first part,  
 and LEO S. JANOWSKI and DOROTHY R. JANOWSKI, his wife, as joint tenants and  
 not as tenants in common, parties of the second part.

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

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

That part of the Southwest 1/4 of Section 13, Township  
 3 North, Range 22 East, in the Town of Mt. Pleasant,  
 Racine County, Wisconsin, bounded as follows:

Begin at the intersection of the East and West 1/4 line  
 of said Section and the center line of the Green Bay  
 Road; run thence Southwesterly along the center line of  
 said road 564.63 feet to the point of the beginning of this  
 description; thence South 75° 18' East 200 feet; thence  
 South 14° 42' West 101 feet; thence North 75° 18' West  
 200 feet to the center line of said road; thence North  
 14° 42' East 101 feet to the point of beginning of this  
 description.

Subject, however, to the restrictions, terms and condi-  
 tions set forth in that certain deed between the parties  
 hereto recorded in Volume 536 of Deeds, page 688.

The consideration for this deed is less than \$500.00 and,  
 therefore, no documentary stamps are required.

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

To have and to hold the said premises as above described with the hereditaments and appurtenances, unto  
 the said parties of the second part, and to their heirs and assigns FOREVER.

RJ  
 0

740140

751-218

Aug. 21, 1962

And the said Edward E. Lewis (Single)

for... his heirs, executors and administrators, do covenants, grant, bargain and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the enrolling and delivery of these presents, he is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever.

and that the above bargained premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, he will forever WARRANT AND DEFEND.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal, this 20th day of August, A. D., 1962.

SIGNED AND SEALED IN PRESENCE OF

Richard L. Brown

Martha Freeland

Edward E. Lewis

STATE OF WISCONSIN,

Racine County.

Personally came before me, this 20th day of August, A. D., 1962, the above named Edward E. Lewis (Single).

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

Richard L. Brown

Notary Public, Racine County, Wis.

My Commission expires Sept. 20, A. D., 1964.

Section 19.31-1 of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon the names of the grantor, grantees, witnesses and notary.

No. 751-219

EDUARDE E. LEWIS (Single)

LEO S. JANOWSKI and DOR-

OTHY R. JANOWSKI, his wife,

WARRANTY DEED

REGISTER'S OFFICE,  
STATE OF WISCONSIN,

County.

Received for Record this 21st day of

August, A. D., 1962,

at 4:16 o'clock P. M., and recorded in

Vol. 751 of Records on page 218-219.

Stanley J. Bielanski  
Register of Deeds

Deputy

Leo S. Janowski  
1261 South Green Bay Rd.  
Racine, Wisconsin

751-219

150

DOCUMENT NO.

WARRANTY DEED  
STATE OF WISCONSIN—FORM 1  
THIS SPACE RESERVED FOR RECORDING DATA

THIS INDENTURE, Made this 1st day of March  
A. D. 1963, between Edward E. Lewis, a/k/a Edwin E. Lewis, and Eliot E. Lewis, partners doing business as Lewis Farms, of Racine, Wisconsin,

part ies of the first part and  
City of Racine, a Municipal Corporation,

party of the second part,

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

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

That part of the South  $\frac{1}{2}$  of Section 13, Township 3 North, Range 22 East, being a strip of land 60 feet in width which extends from the recorded plat of Highland Village to the Green Bay Road and whose center line is described as follows:

Begin at the intersection of the Westerly line of said plat with the center line of Wright Avenue of said plat; run thence North  $86^{\circ} 50'$  West 533.08 feet to the point of curvature of a curve to the right whose radius is 430.00 feet and whose long chord bears North  $79^{\circ} 39' 30''$  West 107.41 feet; thence Northwesterly 107.70 feet along the arc of said curve to its point of tangency; thence

(XXXXXX) CONTINUE DESCRIPTION ON REVERSE SIDE)

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

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

And the said Edward E. Lewis, a/k/a Edwin E. Lewis, and Eliot E. Lewis, partners doing business as Lewis Farms, of Racine, Wisconsin, for themselves and their heirs, executors and administrators, do covenant, grant, bargain, and agree to and with the said part y of the second part, its successors and assigns, that at the time of the enrolling and delivery of these presents they are well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever.

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

In Witness Whereof, the said part ies of the first part ha ve hereunto set their hand s and seal s this 1st day of March, A. D., 1963.

SIGNED AND SEALED IN PRESENCE OF

Milton F. La Pour

Milton F. La Pour

Robert H. La Pour

Robert H. La Pour

Edward E. Lewis (SEAL)

Edward E. Lewis

Eliot E. Lewis (SEAL)

Eliot E. Lewis

(SEAL)

(SEAL)

STATE OF WISCONSIN,  
Racine County, } ss.

Personally came before me, this 1st day of March, A. D., 1963, the above named Edward E. Lewis, a/k/a Edwin E. Lewis, and Eliot E. Lewis, partners doing business as Lewis Farms, of Racine, Wisconsin to me known to be the person s who executed the foregoing instrument and acknowledged the same.



This instrument drafted by

Jack Harvey, City Attorney,  
Racine, Wisconsin.

Notary Public Racine County, Wis.

My Commission (Expires) (Is) Oct 11, 1964

776 PAGE 13

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

WARRANTY DEED—STATE OF WISCONSIN. FORM NO. 1

M. C. MILLER CO., MILWAUKEE

750286

7-76-13

April 12, 1963

Wright Ave.

CONTINUED DESCRIPTION

run North 72° 29' West 205.87 feet to the center line of said Green Bay Road.

Said lands being partially in the Town of Mount Pleasant and partially in the City of Racine, Racine County, Wisconsin.

(This conveyance is made to the City of Racine for street purposes).

(Consideration less than One Hundred (\$100.00) Dollars).

750286

Register's Office  
Racine County, Wis.  
Recorded for Record  
A.D. 1934  
to Clock H.M. and recorded in Volume 776  
of Records on page 13-14  
Stanley F. Bielacki  
Register of Deeds

150 City of Racine

VOL 770 PAGE 64

This Indenture, Made by Edward E. Lewis, a/k/a/ Edwin E. Lewis, a widower and Eliot E. Lewis, a single man, partners, D.B.A. Lewis Farms  
 grantor s of Racine County, Wisconsin, hereby conveys and warrants  
 to State of Wisconsin  
 grantee of County, Wisconsin,  
 for the sum of One Dollar (\$1.00)

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 lying between the following described centerline of State Trunk Highway 31 and a line which is 50 feet easterly of as measured normal to, said centerline:

Commence at a point in the north line of said southwest one-quarter which is 51.72 feet North 89° 11' 54" West of the center of said section; thence South 16° 24' 34" West to the point of beginning in owner's north property line (said line is the south line of lands described in Volume 714 of Deeds, on Page 569); thence to a point which is 900 feet South 16° 24' 34" West of the point of commencement; thence South 15° 17' 34" West 433.81 feet to the point of ending in the owner's south property line. Except that part lying within lands described in Volume 751 of Deeds on Page 218.

The parcel contains approximately 0.36 acre, exclusive of lands previously conveyed or dedicated for highway purposes.

It is intended hereby that by acceptance of this instrument the grantee State of Wisconsin, State Highway Commission, agrees to release so much of the access restrictions noted in that certain agreement dated November 17, 1962 and recorded in Volume 767 of Records at Page 40 in Document No. 746431, Racine County Registry, as will authorize one access point to State Trunk Highway 31, to be located within the northerly 100 feet of the lands described in said agreement, pursuant to Section 236.293, Wisconsin Statutes.

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 s ha Y hereunto set their hand s and seal s this 7th day of February, A.D., 1963.

SIGNED AND SEALED IN PRESENCE OF

Kenneth C. Suhr

Kenneth C. Suhr

Victor C. Hammer

Victor C. Hammer

Edward E. Lewis (SEAL)

Edward E. Lewis

Eliot E. Lewis (SEAL)

Eliot E. Lewis

(SEAL)

(SEAL)

STATE OF WISCONSIN

Racine

County, ss.

747725

RECEIVED FOR RECORD

11th DAY OF February  
 A.D., 1963 AT 1:30  
 O'CLOCK P.M. AND RECORDED IN VOL  
770 OF Racine PAGE 64

Stanley F. Bialecki  
 CLERK OF DEEDS

REGISTER OF DEEDS

Racine County, Wisconsin

This instrument was drafted by the State Highway Commission of Wisconsin

Project T 065-1(3)

Personally came before me, this 7th day of

February

, A.D., 1963

the above-named Edward E. Lewis and Eliot E. Lewis

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

Victor C. Hammer  
 Victor C. Hammer

Notary Public, Waukesha County, Wisconsin

My Commission expires July 26 A.D., 1963

Negotiated by

Parcel No. 293

770-64

Feb. 11, 1964

747725

770021

## AFFIDAVIT

STATE OF WISCONSIN  
COUNTY OF RACINE

VOL 821 PAGE 136

Register's Office  
Racine County, Wis.  
Received for Record 22 day of May A.D., 1964 at 11:20 o'clock A.M. and recorded in Volume 821 of Records on page 136-137  
*Stanley F. Bialecki*  
Register of Deeds 150

James T. Fetzer, being duly sworn on oath deposes and says that he is an employee of the State Highway Commission of Wisconsin:

1. That he was in charge of a certain survey made in Racine County for the purpose of a highway improvement known as Project T 065-1(3).
2. That the center of Section 13 as shown upon the Relocation Order, dated July 29, 1963, filed in the Office of the County Clerk for Racine County, showing the center of Section 13, Township 3 North, Range 22 East, was considered to be a PK Nail.
3. That a further survey to locate the center of the section was made by the State Highway Commission in accordance with government regulations.
4. That the distance and bearing from the center of said section 13 along the north line of the southwest one-quarter to the intersection with the centerline of S.T.H. 31 was shown as being 51.72 feet North 89° 11' 54" West.
5. That the correct distance and bearing from the center of said section 13 along the north line of the southwest one-quarter to the intersection with the centerline of S.T.H. 31 is 80.93 feet North 89° 10' 18" West.
6. That it was further determined that the center of said section 13 is 2634.67 feet North 89° 10' 18" West of the east one-quarter corner, 2639.80 feet South 89° 10' 18" East of the west one-quarter corner, 2644.32 feet North 1° 56' 48" West of the south one-quarter corner and 2646.90 feet S 1° 56' 48" East of the north one-quarter corner of said section.
7. That the correct location of the center of said section and further survey were incorporated into the relocation order, dated December 30, 1963.
8. That the recorded instruments affected by this change are as follows:

Parcel	Document	Volume of Records	Page	Owner
277	747726	770	65	Edwin E. Lewis

Corrected description for the above parcel is as follows:

Fee title to that part of the east one-half of the southwest one-quarter of Section 13, Township 3 North, Range 22 East, lying between the following described reference line and a line which is 50 feet westerly of, as measured normal to, said reference line:

Commence at a point in the north line of said southwest one-quarter which is 80.93 feet North 89° 10' 18" West of the center of said section; (said center of section is 2634.67 feet North 89° 10' 18" West of the east one-quarter corner, 2639.80 feet South 89° 10' 18" East of the west one-quarter corner, 2644.32 feet North 1° 56' 48" West of the south one-quarter corner and 2646.90 feet South 1° 56' 48" East of the north one-quarter corner of said section); thence South 16° 24' 34" West 734 feet along the centerline of S.T.H. 31 to the point of beginning of the reference line in the owner's north property line; thence South 16° 24' 34" West 164.7 feet; thence South 15° 17' 34" West approximately 637 feet along said centerline to the point of ending of the reference line in the owner's south property line; said property line is described in Volume 538 of Deeds on page 483.

The parcel contains approximately 0.31 acre, exclusive of lands previously conveyed or dedicated for highway purposes.

Parcel	Document	Volume of Records	Page	Owners
293	747725	770	64	Edward E. Lewis a/k/a Edwin E. Lewis and Eliot E. Lewis

770021

821-136

May 22, 1964

(2)

Corrected description for the above parcel is as follows:

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 lying between the following described centerline of State Trunk Highway 31 and a line which is 50 feet easterly of as measured normal to, said centerline:

Commence at a point in the north line of said southwest one-quarter which is 80.93 feet North 89° 10' 18" West of the center of said section; thence South 16° 24' 34" West to the point of beginning in owner's north property line (said line is the south line of lands described in Volume 714 of Deeds, on Page 569); thence to a point which is 898.7 feet South 16° 24' 34" West of the point of commencement; thence South 15° 17' 34" West 433.81 feet to the point of ending in the owner's south property line. Except that part lying within lands described in Volume 751 of Deeds on Page 218.

The parcel contains approximately 0.36 acre, exclusive of lands previously conveyed or dedicated for highway purposes.

It is intended hereby that by acceptance of this instrument the grantee State of Wisconsin, State Highway Commission, agrees to release so much of the access restrictions noted in that certain agreement dated November 17, 1962 and recorded in Volume 767 of Records at Page 40 in Document No. 746431, Racine County Registry, as will authorize one access point to State Trunk Highway 31, to be located within the northerly 100 feet of the lands described in said agreement, pursuant to Section 236.293, Wisconsin Statutes.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 20th day of

May, 1964.

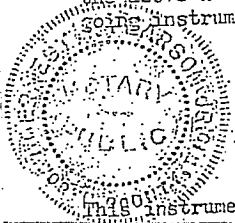
Signed and Sealed in Presence of:

James T. Fetzer (SEAL)  
-- James T. Fetzer --

Robert E. Atgraves  
-- Robert E. Atgraves --

Norman D. Oberbach  
-- Norman D. Oberbach --

Personally appeared before me this 20th day of May, 1964  
the above named James T. Fetzer, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Ernest T. Pearson, Jr.  
Notary Public, Walworth County, Wis.  
My Commission Expires July 9, 1967

This instrument drafted by the  
State Highway Commission of Wisconsin. ✓

This Indenture, Made this 30th day of March, A. D., 1940,  
between NELLIE J. NEEDHAM AYARS of Glendale, Los Angeles County,  
California - - - - - part Y of the first part, and

EDWARD E. LEWIS of the Town of Mt. Pleasant, Racine County,  
Wisconsin - - - - - part Y of the second part,

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

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

That part of the South 1/2 of Section 13, Township  
3, North, of Range 22 East, Town of Mt. Pleasant,  
Racine County, Wisconsin, bounded as follows: Begin  
at a point on the East and West 1/4 line of said  
Section 13, said point being 1551.0 feet West from  
the East 1/4 corner of said Section 13; run thence  
West along said East and West 1/4 line, 811.0 feet  
to the Northeast corner of land now owned and occupied  
by School District #6 of Town of Mt. Pleasant; thence  
South 288.10 feet; thence West 151.19 feet; thence  
South 541.2 feet; thence West 466.4 feet, more or less,  
to the center line of the Green Bay Road (Racine County  
Trunk M); thence Southerly along said center line of said  
road, 1110.0 feet to a point that is 737.98 feet North  
from the South line of said Section 13; thence East  
parallel to the South line of said Section 13, 1773.6  
feet to a point that is 1551.0 feet West from the East  
line of said Section 13; thence North parallel to said  
East line, 1919.8 feet to point of beginning.



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

To Have and to Hold the said premises as above described with the hereditaments and appurtenances, unto  
the said part Y of the second part, and to his heirs and assigns FOREVER.

And the said NELLIE J. NEEDHAM AYARS

for herself, her heirs, executors and administrators, do covenant, grant, bargain, and agree  
to and with the said part Y of the second part, his heirs and assigns, that at the time of the ensembling  
and delivery of these presents she is well seized of the premises above described, as of a good, sure,  
perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free  
and clear from all incumbrances whatever,

and that the above bargained premises in the quiet and peaceable possession of the said part Y of the second  
part, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any  
part thereof, she will forever WARRANT AND DEFEND.

In Witness Whereof, the said part Y of the first part has hereunto set her hand and seal  
this 1st day of April, A. D., 1940.

SIGNED AND SEALED, IN PRESENCE OF

Grace W. White  
Margaret H. Hopkins

Nellie J. Needham Ayars (SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

443007

360-148

April 9, 1940



CALIFORNIA  
State of ~~Wisconsin~~  
Los Angeles County.

VOL 360 PAGE 149

Personally came before me, this 2nd day of April, A. D., 1940  
the above named NELLIE J. NEEDHAM AYAKS of Glendale, Los Angeles County,  
California,  
to me known to be the person who executed the foregoing instrument and acknowledged the same.

Ramona L. Cuffner  
Notary Public, Los Angeles County, Cal.  
My commission expires November 20, A. D., 1943.

No. 443007

NELLIE J. NEEDHAM AYAKS

TO

EDWARD E. LEWIS

Premises

**Warranty Deed**

This instrument should be immediately placed  
upon record in order that our records and litigation

REGISTER'S OFFICE,

State of Wisconsin,

Madison County.

Received for Record this 9th day of

April, A. D., 1940.

at 2:50 o'clock P.M., and recorded in

Vol. 360 of Deeds, on page 148-149.

Samuel B. Peterson  
Register of Deeds.

Deputy.

COVENANT

VOL 767 PAGE 40

In order to further the orderly layout and use of land; to lessen congestion in the streets and highways; to provide for proper ingress and egress; and for the purpose of providing for the safety of travel upon and entrance into and departure from the state trunk highway designated as S.T.H. (U.S.H.) 31, all in accordance with the provisions of Chapter 236, Wisconsin Statutes, and the Rules and Regulations Governing Land Subdivision Plats Abutting State Trunk Highways and Connecting Streets. Chapter Hy 33, Wisconsin Administrative Code, the undersigned owners of the lands described as:

That part of the Southwest  $\frac{1}{4}$  of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, described as follows:

Commence at the intersection of the East and West  $\frac{1}{4}$  Section line of said Section 13 and the centerline of the Green Bay Road; run thence Southwesterly 664.63 feet along the centerline of said Green Bay Road to the point of beginning of this description; run thence Southeasterly 200 feet along the Southerly line of the land owned by Leo Janowski as recorded on Warrantee Deed in Volume 751 Page 218 of Records in the Office of Register of Deeds for Racine County; run thence Southwesterly, parallel to the centerline of said highway 31, 610.1 feet more-or-less to the Northerly line of the Westerly extension of Wright Avenue to Wisconsin Trunk Highway 31, now in process of development by the City of Racine; thence Northwesterly 200 feet along said Northerly street line to its extension to the centerline of the Green Bay Road; thence Northeasterly 610.1 feet more-or-less to the point of beginning of this description.

hereby covenant and agree as follows:

(1) No direct vehicular access between the above-described lands and S.T.H. (U.S.H.) 31.

(2) It is expressly agreed by the undersigned owners that these covenants shall run with the land and shall forever bind themselves, their heirs, administrators, executors, and assigns until said covenants or any part thereof are released by the State Highway Commission of Wisconsin.

IN WITNESS WHEREOF the undersigned owners of the premises above described have caused these covenants to be reduced to writing and signed by them this 17th day of November, 19 62.

In the Presence of

Lewis Farms

Mr. J. L. C.  
Flaminio Cooke

by Edward L. Lewis Partner

by Thos. E. Lewis Partner

State of Wisconsin)

Racine County)

746431

767-40

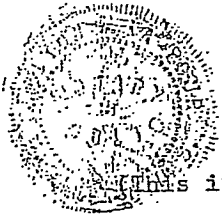
Jan. 10, 1962

COVENANT - Continued

Personally came before me this 17 day of November,  
196 2, the above-named Edward E Lewis + Eliot E Lewis +  
to me known to be the persons who executed the foregoing instrument  
and acknowledged the same.

\* doing business as Lewis Farms, a Partnership

Milton J. LeCom  
Notary Public  
My Commission Expires  
October 11, 1964



This instrument prepared by

G. H. Larsen  
G. H. Larsen

746431

746431

VOL. 767 PAGE 41

Register's Office  
Racine County, Wis.  
Received for Record  
this 16 day of  
December, A.D., 1962 at 4:14  
P.M. - this copy deposited in Volume 767  
of Records on page 41A-41  
Stanley J. Bielski  
Register of Deeds

Comm  
The law firm  
of  
J. H. J. J.  
J. H. J. J.  
J. H. J. J.

200

Register's Office  
Racine County, Wis.  
Received for Record 12th day of  
June A.D. 1974 at 1:45  
o'clock P.M. and recorded in Volume 1227  
of Records on page 134

940801

VOL 1227 PAGE 134

SEWER EASEMENTS

Stanley J. Bialecki  
REGISTER OF DEEDS

4.0009  
E

HIGHLAND VILLAGE BAPTIST CHURCH, whose address is  
5607 Wright Avenue, Racine, Wisconsin 53406, a Wisconsin cor-  
poration, hereby grants to the CITY OF RACINE, a Wisconsin  
municipal corporation, located in Racine County, Wisconsin,  
Grantee, the following easements to construct, install, repair  
and maintain a public sewer:

A temporary working easement, 20 feet in width,  
in part of the SE 1/4 and SW 1/4 of Section 13,  
T3N, R22E, in the City of Racine, Racine County  
Wisconsin described as follows: Begin at the  
NE corner of Lot 2, Block 5, Marboro Heights  
No. 2, a recorded plat, run thence S 89°59' W,  
along the North line of said Block 5, 176.00  
feet to a point 14 feet Westerly of the West  
line of Lot 3 in said Block 5 (as measured along  
said North line); run thence North, parallel  
to the Northerly extension of said West line,  
20 feet; thence N 89°59' E, parallel to said  
North line 176.00 feet to the West line of  
Oakdale Avenue; thence South, along said West  
line of Oakdale Avenue, 20.00 feet to the point  
of beginning, and a permanent sewer easement  
over the South 10 feet of the aforementioned  
parcel.

which easements are shown on the plat annexed hereto and hereby  
made a part hereof, together with the right of the above named  
Grantee, its officers, employees or agents, to go upon said  
land for the construction, maintenance and/or repairs of said  
sewer.

The Grantee will, as consideration for said easements,  
construct, lay and maintain said sewer wholly at its own expense  
and will at its own expense restore the property referred to  
in this agreement, together with any improvements thereon to  
a condition at least equal to the condition of said area prior  
to the time of the commencement of any construction or repair

940801

1227-134

June 12, 1974

by the City. In addition, the Grantee will locate the catch basin to said sewer as close as possible to the South property line of Grantor.

The Grantee will also indemnify and save harmless the Grantor from any loss, damage, liability or any obligation arising directly or indirectly as a result of the use of said land by the Grantee.

This grant of easement shall run with the land and shall be binding upon the parties hereto and its successors and assigns.

IN WITNESS WHEREOF, the said HIGHLAND VILLAGE BAPTIST CHURCH has caused these presents to be signed this 11 day of June, A.D., 1974, by DANIEL PLACKO its PRESIDENT and countersigned by JOHN GESHAY its SECRETARY - TREASURER.

In the presence of:

HIGHLAND VILLAGE BAPTIST CHURCH

By

Countersigned:

By

STATE OF WISCONSIN )

ss

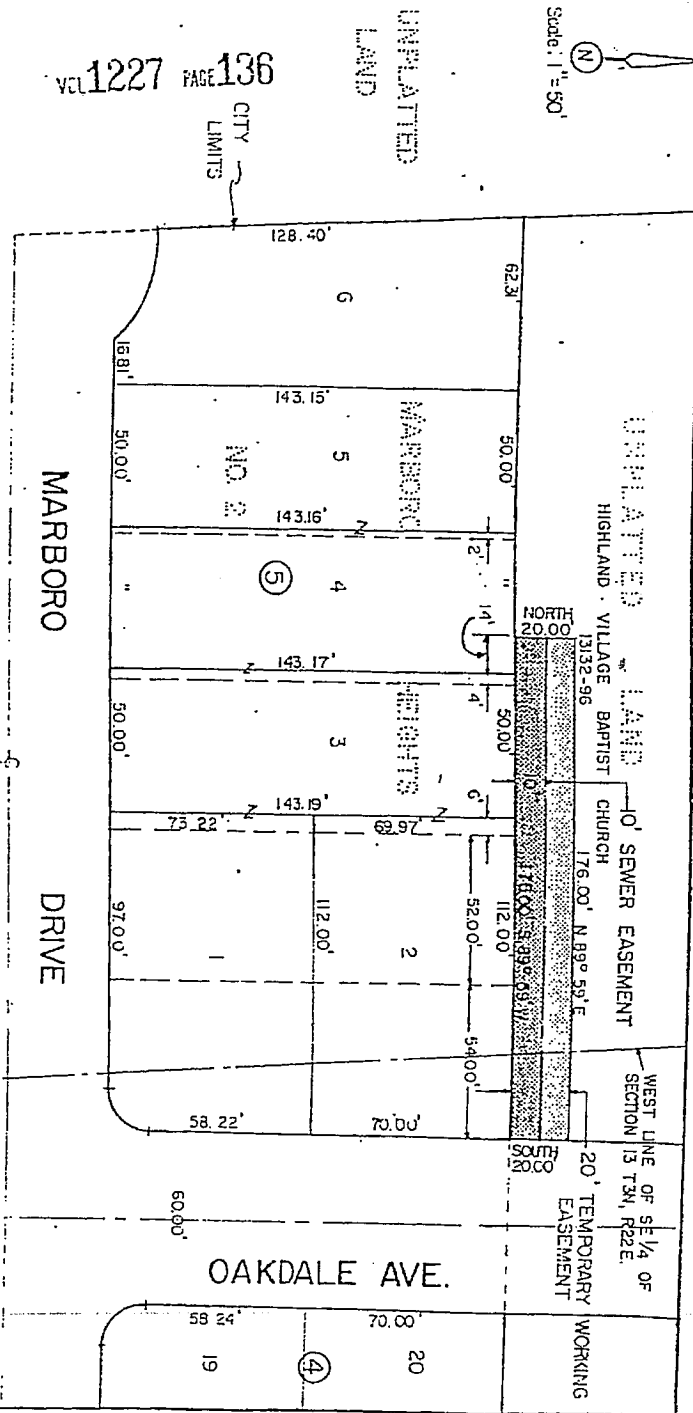
RACINE COUNTY )

Personally came before me this 11 day of June, 1974, the above named Daniel Placko and John Geshay, Highland Village Baptist Church, a Wisconsin corporation, to me known to be such President and Secretary - Treasurer of said corporation and acknowledge that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

VOL 1227 PAGE 135

Notary Public, Racine County, WI  
My Commission

Scale: 1" = 50'



# SEWER EASEMENT

A temporary working easement, 20 feet in width, in part of the E 1/4 and SE 1/4 of Section 13, T34N, R22E, in the City of Racine, Racine County Wisconsin described as follows: begin at the NW corner of lot 19, block 5, Harbor Heights No. 2, a recorded plat, run thence S 89° 52' E, along the north line of said block 5, 176.00 feet to a point 13 feet westerly of the west line of lot 3 in said block 5 (as measured along said south line); run thence north, parallel to the northerly extension of said west line, 20 feet; thence S 89° 52' E, parallel to said north line 176.00 feet to the west line of Oakdale Avenue; thence south, along said west line of Oakdale Ave., 20 feet to the point of beginning, and a permanent sewer easement over the south 13 feet of the aforementioned parcel.

APRIL 4, 1974  
MAY 29, 1974

Prepared By The City Of Racine Engineer's Office - Racine, Wisc.

P R B

P O B

954897

1261-328

April 26, 1975

and other good and valuable considerations

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00)/to it paid, the receipt whereof is hereby acknowledged, HIGHLAND VILLAGE BAPTIST CHURCH, a/k/a GROVE AVENUE BAPTIST CHURCH, grantor, does hereby give and grant to

VOL. 1261 PAGE 328

WISCONSIN ELECTRIC POWER COMPANY,

grantee, its successors and assigns, the right, permission and authority to construct, install, operate, maintain and replace conduit and cables underground for the purpose of transmitting electrical energy for light, heat, power and signals, or for such other purpose as electric current is now or may hereafter be used, upon, in and under an easement area ten (10) feet square, being part of its premises in the South One-half (S 1/2) of Section Thirteen (13), Township Three (3) North, Range Twenty-two (22) East, City of Racine, Racine County, Wisconsin; beginning at a point located where the southerly right-of-way line of Wright Avenue meets the easterly right-of-way line of Green Bay Road, as established for highway purposes, run thence southeasterly two hundred ten (210) feet along Green Bay Road to the point of beginning of the said ten-foot easement area, the westerly line of said easement being the easterly right-of-way line of Green Bay Road a/k/a Relocated S.T.H. "31" and shall be as shown on the drawing annexed hereto, marked Exhibit "A" and made a part hereof; also the right to construct, install, the physical size of which is to be no more than 4 feet high x 5 feet wide x 5 feet long, operate, maintain and replace an electric pad-mounted switch-fuse unit, together with a concrete slab and other necessary and usual appurtenant equipment, all for the aforesaid purposes, in the above described easement area.

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

IN WITNESS WHEREOF, the said HIGHLAND VILLAGE BAPTIST CHURCH, a/k/a GROVE AVENUE BAPTIST CHURCH, has caused these presents to be executed on its behalf by its Vice-Chairman and attested to by its Chairman and its Secretary this 20 day of March, 1975.

In Presence of:

HIGHLAND VILLAGE BAPTIST CHURCH  
a/k/a GROVE AVENUE BAPTIST CHURCH

By Kenneth Rogers  
Kenneth Rogers Vice-Chairman

ATTEST:

By John L. Geshay  
John L. Geshay Chairman

ATTEST:

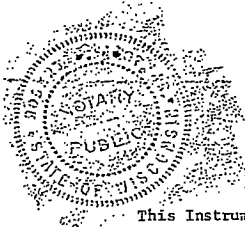
By Wendell R. Robinson  
Wendell R. Robinson Secretary

STATE OF WISCONSIN )  
 )SS:  
Racine COUNTY )

Personally came before me this 20 day of March, 1975,  
Kenneth Rogers, Vice-Chairman  
and John L. Goshay, Chairman  
and Wendell R. Robinson, Secretary  
of the above named HIGHLAND VILLAGE BAPTIST CHURCH, a/k/a GROVE AVENUE BAPTIST CHURCH,  
to me known to be the persons who executed the foregoing instrument and to me known to  
be such Vice-Chairman, Chairman, and Secretary  
of said HIGHLAND VILLAGE BAPTIST CHURCH, a/k/a GROVE AVENUE BAPTIST CHURCH; and  
acknowledged that they executed the foregoing instrument as such officers, as the deed  
of said HIGHLAND VILLAGE BAPTIST CHURCH, a/k/a GROVE AVENUE BAPTIST CHURCH, by its  
authority.

I.D.O. R-665  
420 WO 01-4049  
REC 2-24-75  
RJD 2-21-75

Robert C. Just Jr.  
Robert C. Just, Jr.  
Notary Public, Racine County, Wi.  
My commission expires 4-27-78



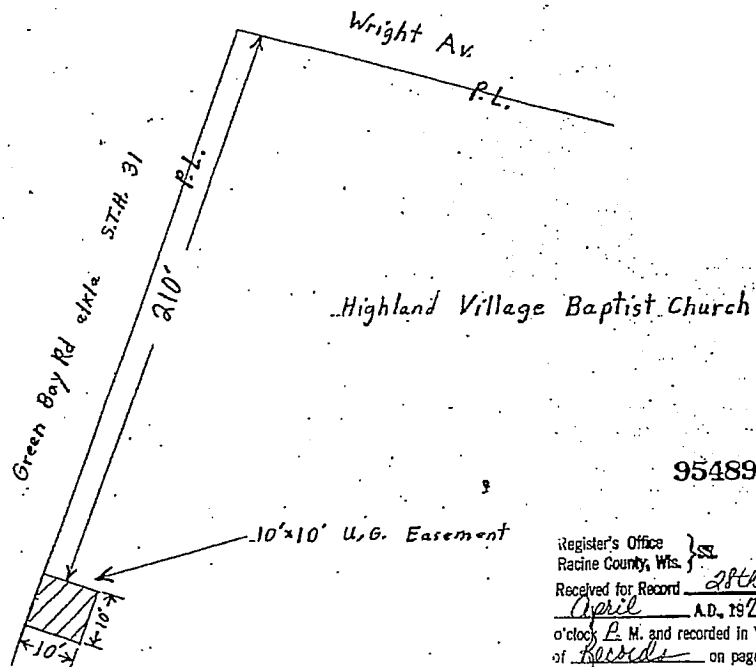
This Instrument Was Drafted By  
Robert C. Just  
On Behalf of Wisconsin Electric Power Company



Exhibit A

S 1/2 Section 13, T3N, R22E

City of Racine, Racine Co., Wisconsin



954897

Register's Office }  
 Racine County, Wis. }  
 Received for Record 28th day of  
April A.D. 1975 at 2:15  
 o'clock P. M. and recorded in Volume 1261  
 of Records on page 328-330

Stanley J. Bialecki  
 Register of Deeds

4.00

1310065

Form 595-S-9-80-1500 REV. -CORP. U. S.

FOR AND IN CONSIDERATION of the sum of One Dollar \$1.00

to it paid, the receipt whereof is hereby acknowledged,

FELLOWSHIP BAPTIST CHURCH

grantor, does hereby give and grant to

**WISCONSIN ELECTRIC POWER COMPANY,**grantee, its successors and assigns, the right, permission and authority to construct, install, operate, maintain and replace conduit and cables underground ~~and~~ for the purpose of transmitting electric energy for light, heat, power and signals, or for such other purpose as electric current is now ormay hereafter be used, upon, in and under an easement area 10 feet square being part of its premises in the South 1/2 of Section 13, Township 3 North, Range 22 East, City of Racine, Racine County, Wisconsin.

Pt. of Tax Key No. 13132096

\*\* (If necessary, continue on reverse side)

The location of the said easement (strip) (area) (adjacent to) with respect to the premises of the grantor..... is as shown on the drawing attached hereto, marked Exhibit "A" and made a part hereof.

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

IN WITNESS WHEREOF, the said FELLOWSHIP BAPTIST CHURCHhas caused these presents to be executed on its behalf by its Chairman and attested to by its Co-Chairmanand its corporate seal hereunto affixed this 8 7 day of MARCH, 1990

In Presence of:

Fellowship Baptist ChurchBy Irv Cobb

Irv Cobb, Chairman of Deacon Board

ATTEST:

By Dan Brasch

Dan Brasch, Co-Chairman of Deacons

Steve Hartmann, Secretary of Deacons

STATE OF WISCONSIN

Waukesha County } ss. Steve Hartmann 12/20/90Personally came before me this 8 7 day of MARCH, 1990,

Irv Cobb, Chairman of Deacon Board

Dan Brasch, Co-Chairman of Deacons

and Steve Hartmann, Secretary of Deacons

of the above named FELLOWSHIP BAPTIST CHURCH corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Chairman and

1310065

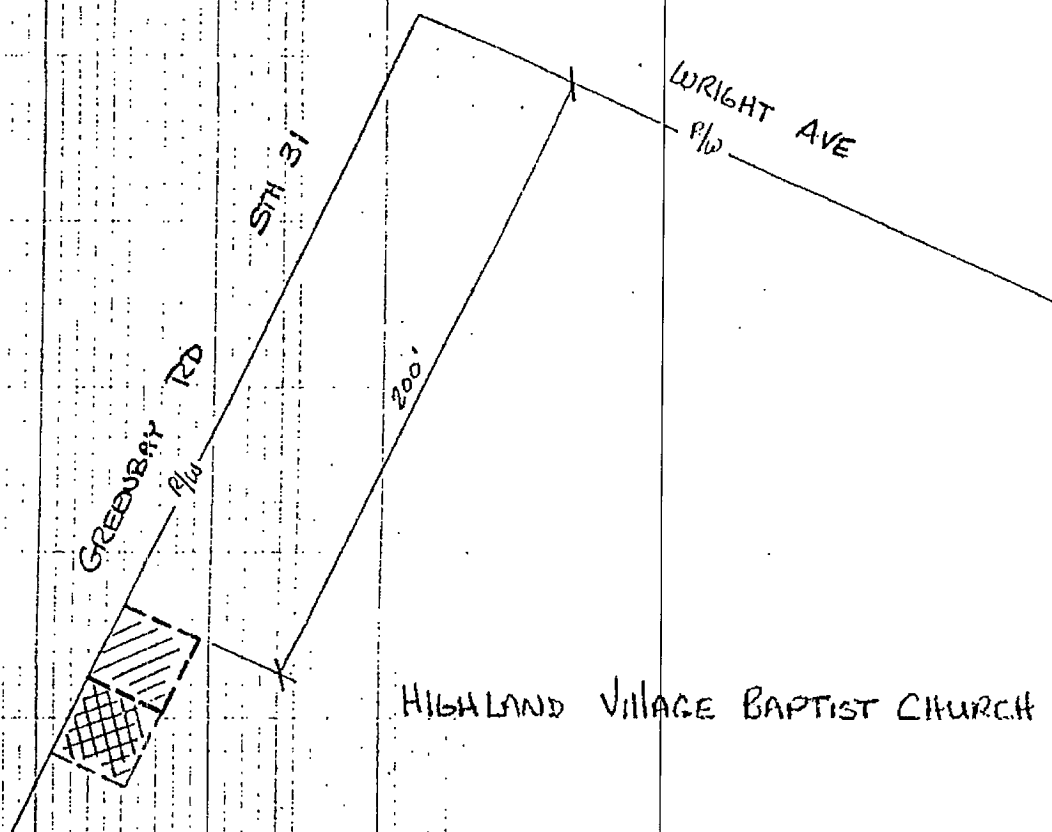
2013-783

May 14, 1990

Description Continued Here:

Also the right to construct, install, operate, maintain and replace an electric pad-mounted switch-fuse unit, together with a concrete slab.

VOL. 2013 PAGE 784



HIGHLAND VILLAGE BAPTIST CHURCH

KEY



EXISTING 10' X 10' LB ENCLEMENT

Register's Office } SS  
Racine County, Wis.  
Received for Record 14th day of May A.D. 19 30 at 8:12  
o'clock A. M. and recorded in Volume 2013  
of Records on page 783  
Thelen M. Schuttler  
Register of Deeds

8-

## MORTGAGE

DOCUMENT NUMBER:

\*\*The above recording information verifies  
this document has been electronically  
recorded and returned to Title Services of Southeast Wisconsin

RETURN ADDRESS:

Tri City National Bank  
Loan Services  
10909 West Greenfield Avenue, Suite 100  
West Allis, WI 53214

PARCEL I.D. NUMBER: 276-00-00-13-132-096

THIS MORTGAGE dated November 2, 2016, is made and executed between Fellowship Baptist Church (referred to below as "Grantor") and Tri City National Bank, whose address is 4708 Northwestern Avenue, Racine, WI 53406 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; privileges, hereditaments, easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Racine County, State of Wisconsin:

That part of the South 1/2 of Section 13, Township 3 North, Range 22 East, bounded as follows: Begin on the intersection of the center line of the Green Bay Road with the center line of Wright Avenue as now dedicated to the City of Racine for street purposes; run thence South 72 degrees 29' East 205.87 feet; thence Southeasterly 107.70 feet along a curve to the left whose radius is 430.00 feet and whose long chord measures South 79 degrees 39' 30" East 107.41 feet; thence South 86 degrees 50' East 361.76 feet to the intersection of the center line of a future street which will run Northerly and Southerly; thence South 14 degrees 05' 17" West 389.49 feet along aforementioned center line of future street; thence Southwesterly 139.58 feet along a curve to the left whose radius is 733.37 feet and whose long chord measures South 8 degrees 38' 08" West 139.37 feet; thence South 3 degrees 11' West 37.75 feet to a point located North 737.88 feet from the South line of said Section 13, which point is on the South line of land conveyed to E. E. Lewis by deed recorded in deed records for Racine County in Volume 360 on page 148; thence North 86 degrees 50' West 739.91 feet parallel to the said South line of said Section to the center line of the Green Bay Road; thence North 17 degrees 31' East 643.19 feet to the point of beginning. Excepting therefrom for public street purposes, the Northerly 30 feet and the Easterly 30 feet. Also excepting therefrom the Westerly 50 feet taken for Highway purposes by the State Highway Commission by Lis Pendens recorded in Volume L of Lis Pendens at page 62, Entry A, as Document No. 746692. Said land being in the City of Racine, County of Racine, State of Wisconsin.

For reference Only: 5607 Wright Avenue a/k/a 1425 South Green Bay Road

The Real Property or its address is commonly known as 5607 Wright Avenue a/k/a 1425 South Green Bay Road, Racine, WI 53406. The Real Property tax identification number is 276-00-00-13-132-096.

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

This property is not the Grantor's homestead.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be

construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Wisconsin law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property or this Mortgage, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage:

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report

on each existing policy of Insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

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

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority, acting alone, to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Subrogation.** Grantor covenants that Lender is subrogated to the lien of any mortgage or any other lien which is discharged, whether in whole or in part, by the proceeds of the Note.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Mortgage:

**Proceedings.** If any proceeding in condemnation is commenced, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation or if all or any part of the Property is sold in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award or sale be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award or sale shall mean the award or sale after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation or sale in lieu of condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

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

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

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

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

**Default in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

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

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

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

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

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

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

**Insecurity.** Lender in good faith believes itself insecure.

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

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

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

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

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Nonjudicial Sale.** If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by non-judicial sale.

**Deficiency Judgment.** If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Foreclosure without Deficiency Judgment.** Grantor agrees to the provisions of Wis. Stats. Section 846.101 (as the same may be amended or renumbered from time to time) if the Real Property is twenty (20) acres or less, and is either (1) a 1-4 family residence that is owner-occupied at the initiation of a foreclosure proceeding, (2) a church, (3) a farm, or (4) is owned by a tax exempt charitable organization. Pursuant to Wis. Stats. Section 846.101, Lender, upon waiving the right to judgment for any deficiency, may conduct a foreclosure sale of the Real Property three (3) months after a foreclosure judgment is entered. If the Real Property is a type other than that described in Wis. Stats. Section 846.101(1), then Grantor agrees to the provisions of Wis. Stats. Section 846.103 (as the same may be amended or renumbered from time to time) permitting Lender, upon waiving the right to judgment for any deficiency, to conduct a foreclosure sale of the Real Property three (3) months after a foreclosure judgment is entered.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property



marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales, and to execute and deliver to the purchasers of the Property deeds of conveyance pursuant to law. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least fifteen (15) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

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

**NOTICES.** Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

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

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

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

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

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

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

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

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

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

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

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

**Borrower.** The word "Borrower" means Fellowship Baptist Church and includes all co-signers and co-makers signing the Note and all their successors and assigns.

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

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

**Grantor.** The word "Grantor" means Fellowship Baptist Church.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including

without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and, to the extent not prohibited by law any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

**Lender.** The word "Lender" means Tri City National Bank, its successors and assigns.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender.

**Note.** The word "Note" means the promissory note dated November 2, 2016, in the original principal amount of **\$560,926.76** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

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

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.**

**GRANTOR:**

**FELLOWSHIP BAPTIST CHURCH**

*[Signature]*  
Ronald Johnson, Deacon Board Chairman of Fellowship Baptist Church

*[Signature]*  
Dominic Hollister, Deacon Board Vice Chairman of Fellowship Baptist Church

*[Signature]*  
Ray Olson, Deacon Board Secretary of Fellowship Baptist Church

This Mortgage was drafted by: Linda A. Ingrelli for Tri City National Bank

Complete either Authentication Section or Acknowledgment Section

**AUTHENTICATION**

Signature(s) of Fellowship Baptist Church authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Title: Member State Bar of Wisconsin or

authorized under Section 706.06, Wis. Stats.

CORPORATE ACKNOWLEDGMENT

STATE OF WI )  
COUNTY OF Racine ) SS

On this 2<sup>nd</sup> day of November, 20 16, before me, the undersigned Notary Public, personally appeared Ronald Johnson, Deacon Board Chairman of Fellowship Baptist Church; Dominic Hollister, Deacon Board Vice Chairman of Fellowship Baptist Church; and Ray Olson, Deacon Board Secretary of Fellowship Baptist Church, and known to me to be authorized agents of the corporation that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the corporation by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the corporation.

By [Signature]  
[Type or Print Name] Indira P Soparkar

Residing at 2704 Lathrop Ave  
Racine, WI 53405

Notary Public in and for the State of Wisconsin

My commission expires September 10<sup>th</sup>, 2017

## ASSIGNMENT OF RENTS

**DOCUMENT NUMBER:**

\*\*The above recording information verifies  
this document has been electronically  
recorded and returned to Title Services of Southeast Wisconsin

**RETURN ADDRESS:**

Tri City National Bank  
Loan Services  
10909 West Greenfield Avenue, Suite 100  
West Allis, WI 53214

**PARCEL I.D. NUMBER:** 276-00-00-13-132-096

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THIS ASSIGNMENT OF RENTS dated November 2, 2016, is made and executed between Fellowship Baptist Church (referred to below as "Grantor") and Tri City National Bank, whose address is 4708 Northwestern Avenue, Racine, WI 53406 (referred to below as "Lender").

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

That part of the South 1/2 of Section 13, Township 3 North, Range 22 East, bounded as follows: Begin on the intersection of the center line of the Green Bay Road with the center line of Wright Avenue as now dedicated to the City of Racine for street purposes; run thence South 72 degrees 29' East 205.87 feet; thence Southeasterly 107.70 feet along a curve to the left whose radius is 430.00 feet and whose long chord measures South 79 degrees 39' 30" East 107.41 feet; thence South 86 degrees 50' East 361.76 feet to the intersection of the center line of a future street which will run Northerly and Southerly; thence South 14 degrees 05' 17" West 389.49 feet along aforementioned center line of future street; thence Southwesterly 139.58 feet along a curve to the left whose radius is 733.37 feet and whose long chord measures South 8 degrees 38' 08" West 139.37 feet; thence South 3 degrees 11' West 37.75 feet to a point located North 737.88 feet from the South line of said Section 13, which point is on the South line of land conveyed to E. E. Lewis by deed recorded in deed records for Racine County in Volume 360 on page 148; thence North 86 degrees 50' West 739.91 feet parallel to the said South line of said Section to the center line of the Green Bay Road; thence North 17 degrees 31' East 643.19 feet to the point of beginning. Excepting therefrom for public street purposes, the Northerly 30 feet and the Easterly 30 feet.

Also excepting therefrom the Westerly 50 feet taken for Highway purposes by the State Highway Commission by Lis Pendens recorded in Volume L of Lis Pendens at page 62, Entry A, as Document No. 746692. Said land being in the City of Racine, County of Racine, State of Wisconsin.

For reference Only: 5607 Wright Avenue a/k/a 1425 South Green Bay Road

The Property or its address is commonly known as 5607 Wright Avenue a/k/a 1425 South Green Bay Road, Racine, WI 53406. The Property tax identification number is 276-00-00-13-132-096.

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

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

## ASSIGNMENT OF RENTS (Continued)

Page 2

### AND ACCEPTED ON THE FOLLOWING TERMS:

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

### GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

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

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

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

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

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

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

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

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

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

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

**Employ Agents.** Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

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

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

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

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

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

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

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

## ASSIGNMENT OF RENTS (Continued)

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

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

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

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

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

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

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

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

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

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

**Insecurity.** Lender in good faith believes itself insecure.

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

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

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

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

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

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

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

## ASSIGNMENT OF RENTS (Continued)

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

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

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

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

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

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

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

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

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

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

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

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

**Waiver of Right of Redemption.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

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

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

**Borrower.** The word "Borrower" means Fellowship Baptist Church.

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

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

**ASSIGNMENT OF RENTS  
(Continued)**

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**Grantor.** The word "Grantor" means Fellowship Baptist Church.

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

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and, to the extent not prohibited by law any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Assignment.

**Lender.** The word "Lender" means Tri City National Bank, its successors and assigns.

**Note.** The word "Note" means the promissory note dated November 2, 2016, in the original principal amount of **\$560,926.76** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

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

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

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

**THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON NOVEMBER 2, 2016.**

**GRANTOR:**

**FELLOWSHIP BAPTIST CHURCH**

By   
Ronald Johnson, Deacon Board Chairman of Fellowship Baptist Church

By   
Dominic Hollister, Deacon Board Vice Chairman of Fellowship Baptist Church

By   
Ray Olson, Deacon Board Secretary of Fellowship Baptist Church

This ASSIGNMENT OF RENTS was drafted by: Linda A. Ingrelli for Tri City National Bank

Complete either Authentication Section or Acknowledgment Section

**AUTHENTICATION**

Signature(s) of Fellowship Baptist Church authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Title: Member State Bar of Wisconsin or  
authorized under Section 706.06, Wis. Stats.



ASSIGNMENT OF RENTS  
(Continued)

Page 6

CORPORATE ACKNOWLEDGMENT

STATE OF WI )  
 ) SS  
COUNTY OF Racine )

On this 2<sup>nd</sup> day of November, 20 16, before me, the undersigned Notary Public, personally appeared Ronald Johnson, Deacon Board Chairman of Fellowship Baptist Church; Dominic Hollister, Deacon Board Vice Chairman of Fellowship Baptist Church; and Ray Olson, Deacon Board Secretary of Fellowship Baptist Church, and known to me to be authorized agents of the corporation that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Assignment and in fact executed the Assignment on behalf of the corporation.

By [Signature]  
Jolanta P. Sapiczak  
[Type or Print Name]

Residing at 2704 Lathrop Ave  
Racine, WI 53405

Notary Public in and for the State of Wisconsin

My commission expires September 10<sup>th</sup>, 2017

Document #: **2449982**  
Date: 11-07-2016 Time: 12:22 PM Pages: 4  
Fee: \$30.00 County: RACINE State: WI  
Requesting Party: Title Services of Southeast Wisconsin Inc.  
Register of Deeds: TYSON FETTES  
RACINE COUNTY REGISTER OF DEEDS

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

\*\*The above recording information verifies  
this document has been electronically  
recorded and returned to Title Services of Southeast Wisconsin

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Submitter No.: 2177 James Hauser, Asst. V.P. (262-554-5812)</b>	
B. E-MAIL CONTACT AT FILER (optional)	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  <b>Tri City National Bank Loan Services 10909 West Greenfield Avenue, Suite 100 West Allis, WI 53214</b>	

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 <b>Fellowship Baptist Church</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>5607 WRIGHT AVE</b>		CITY <b>RACINE</b>	STATE <b>WI</b>	POSTAL CODE <b>53406-4555</b>
			COUNTRY <b>USA</b>	

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 <b>Tri City National Bank</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>4708 Northwestern Avenue</b>		CITY <b>Racine</b>	STATE <b>WI</b>	POSTAL CODE <b>53406</b>
			COUNTRY <b>USA</b>	

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

All inventory, equipment, accounts (including but not limited to all health-care-insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all oil, gas and other minerals before extraction; all oil, gas, other minerals and accounts constituting as-extracted collateral; all fixtures; all timber to be cut; all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property.

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): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

November 2, 2016 754954-1 (LAI)

# 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  
Fellowship Baptist Church

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):

16. Description of real estate:

That part of the South 1/2 of Section 13, Township 3 North, Range 22 East, bounded as follows: Begin on the intersection of the center line of the Green Bay Road with the center line of Wright Avenue as now dedicated to the City of Racine for street purposes; run thence South 72 degrees 29' East 205.87 feet; thence Southeasterly 107.70 feet along a curve to the left whose radius is 430.00 feet and whose long chord measures South 79 degrees 39' 30" East 107.41 feet; thence South 86 degrees 50' East 361.76 feet to the intersection of the center line of a future street which will run Northerly and Southerly; thence South 14 degrees 05' 17" West 389.49 feet along aforementioned center line of future street; thence Southwesterly 139.58 feet

17. MISCELLANEOUS:

# 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

Fellowship Baptist Church

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):

16. Description of real estate:

along a curve to the left whose radius is 733.37 feet and whose long chord measures South 8 degrees 38' 08" West 139.37 feet; thence South 3 degrees 11' West 37.75 feet to a point located North 737.88 feet from the South line of said Section 13, which point is on the South line of land conveyed to E. E. Lewis by deed recorded in deed records for Racine County in Volume 360 on page 148; thence North 86 degrees 50' West 739.91 feet parallel to the said South line of said Section to the center line of the Green Bay Road; thence North 17 degrees 31' East 643.19 feet to the point of beginning. Excepting therefrom for public street purposes, the Northerly 30 feet and the Easterly 30 feet.

17. MISCELLANEOUS:

# 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

Fellowship Baptist Church

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

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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):

16. Description of real estate:

Also excepting therefrom the Westerly 50 feet taken for Highway purposes by the State Highway Commission by Lis Pendens recorded in Volume L of Lis Pendens at page 62, Entry A, as Document No. 746692. Said land being in the City of Racine, County of Racine, State of Wisconsin.

For Reference Only: 5607 Wright Avenue a/k/a 1425 South Green Bay Road  
Tax Parcel No.: 276-00-00-13-132-096

17. MISCELLANEOUS: