



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:1/17/20 1:40 pm

Last Revised on:1/17/20 1:40 pm

Printed on:1/17/20 1:40 pm

Applicant Information

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

Sales Representative:Craig Haskins

Property Information

(Note: values below are from the tax roll)

Effective Date: 12/17/2019 at 8:00 am

Owner(s) of record:i1320 Management LLC

Property address:1320 S Green Bay Road (Parcel I), 5625 Washington Avenue (Parcel II), Racine, WI 53406 (Note: Please see included tax bill for mailing address.)

Legal description: See "Exhibit A" attached

Tax Key No: 151-03-22-13-143-000 (Parcel I) and 151-03-22-13-135-030 (Parcel II)

Mortgages / Leases / Land Contracts / UCC

Mortgage from i1320 Management LLC to Town Bank in the amount of \$750,000.00 dated August 30, 2019 and recorded September 4, 2019 as Document No. 2529518.

Assignment of Rents from i1320 Management LLC to Town Bank recorded September 4, 2019 as Document No. 2529519.

Assignment of Rents from i1320 Management LLC to Town Bank recorded September 4, 2019 as Document No. 2529521.

Mortgage from i1320 Management LLC, a Wisconsin limited liability company to Economic Development Corporation in the amount of \$619,000.00 dated October 3, 2019 and recorded October 28, 2019 as Document No. 2534666. Along with Correction Instrument recorded October 29, 2019, as Document No. 2534713.

The mortgage described as Document No. 2534666 has been assigned and is currently held of record by United States Small Business Administration.

Third Party Lender Agreement and other matters contained in instrument recorded October 29, 2019, as Document No. 2534715.

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.

Parcel No. 151-03-22-13-135-030 will have no direct access to a public road unless this parcel stays contiguous with parcel No. 151-03-22-13-143-000.

Easements, restrictions and other matters shown on Certified Survey Map 1480 recorded July 18, 1990 as Document No. 1315531. Along with Affidavit of Correction recorded February 19, 1996, in Volume 2510, Page 761, as Document No. 1528242.

Easement and other matters contained in the instrument recorded August 4, 1967 in Volume 953, Page 253 as Document No. 825992.





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Easement and other matters contained in the instrument recorded September 5, 1969 in Volume 1029, Page 375 as Document No. 858673.

Terminable Easement and other matters contained in the instrument recorded September 22, 1983 in Volume 1690, Page 168 as Document No. 1133477.

Covenants, conditions and other matters as contained in the instrument recorded August 3, 1990 in Volume 2027 of Records on page 177, as Document No. 1317165.

Agreement and other matters contained in the instrument recorded July 19, 2001 in Volume 3221, Page 517 as Document No. 1782469.

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

Lease Subordination Agreement and other matters contained in the instrument recorded October 29, 2019 as Document No. 2534716.

Judgments / Liens

None

General Taxes

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

Taxes for the Year 2018 in the amount of \$40,164.84, and all prior years are paid. (Parcel I)

Taxes for the Year 2018 in the amount of \$6,311.71, and all prior years are paid. (Parcel II)

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

Other Matters

None

Footnotes

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

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





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

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



EXHIBIT A

Parcel I: That part of the Southwest $\frac{1}{4}$ of Section 13, Township 3 North, Range 22 East, described as follows: Commence at the intersection of the center line of State Trunk Highway 20 and the center line of State Trunk Highway 31; run thence South $16^{\circ} 24' 34''$ West, 711.50 feet on the center line of said Highway 31 to the Southeast corner of lands described in Volume 780 of Records on page 571; thence North $88^{\circ} 19' 26''$ West, 51.70 feet on the South line of said lands as described in Volume 780 of Records on page 571, to the place of beginning of this description; continue thence North $88^{\circ} 19' 26''$ West, 300.00 feet on said South line projected; thence South $1^{\circ} 11' 26''$ East, 175.00 feet; thence South $88^{\circ} 19' 26''$ East, 59.36 feet; thence South $1^{\circ} 11' 26''$ East, 18.66 feet; thence South $88^{\circ} 19' 26''$ East, 180.10 feet to the Westerly line of right-of-way of said Highway 31; thence North $16^{\circ} 24' 34''$ East, 200.00 feet on said right-of-way line to the point of beginning. Said land being in the Village of Mt. Pleasant, County of Racine and State of Wisconsin.

Parcel II: Parcel C of Certified Survey Map No. 1480 recorded in the Racine County Register of Deeds office on July 18, 1990 in Volume 4 of Certified Survey Maps on page 568, as Document No. 1315531, as corrected by an Affidavit of Correction recorded February 19, 1996 in Volume 2510 of Records on page 761, as Document No. 1528242, being that part of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 13, Township 3 North, Range 22 East. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

For informational purposes only

Property Address: 1320 S Green Bay Road (Parcel I), 5625 Washington Avenue (Parcel II), Racine, WI 53406

Tax Key No.: 151-03-22-13-143-000 (Parcel I) and 151-03-22-13-135-030 (Parcel II)



(61)

2018 Property Record | Racine County, WI

1079311

(I)

Assessed values not finalized until after Board of Review
Property information is valid as of 11/12/2019 12:59:00 PM

Owner Address ODONT LLC, 1320 S GREEN BAY ROAD RACINE, WI 53406	Owner ODONT LLC																																																																											
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*No data found for Delinquent Tax Summary in 2018

Racine County

Owner (s):

i1320 MANAGEMENT LLC

Location:

Section, Sect. 13, T3N, R22E

Mailing Address:

i1320 MANAGEMENT LLC**1320 S GREEN BAY ROAD****RACINE, WI 53406**

School District:

4620 - UNIFIED SCHOOL DISTRICT

Request Mailing Address Change

Tax Parcel ID Number:

Tax District:

Status:

151-03-22-13-143-000 151-VILLAGE OF MT PLEASANT Active

Alternate Tax Parcel Number: Acres:

1.4000

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

PT SW1/4 COM INT HY 20 & HY 31 C/L SW711 W51 TO POB W300 S175 E59 S18 E180 TO W R/W LN HWY 31 NE200 TO POB **TOTAL ACRES 1.40**Site Address (es): *(Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.)***1320 GREEN BAY RD S RACINE, WI 53406**

0 Lottery credits claimed

Tax History

* Click on a Tax Year for detailed payment information.

Tax Year*	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2018	\$40,164.84	\$40,164.84	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$40,505.06	\$40,505.06	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$43,487.75	\$43,487.75	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$42,196.37	\$42,196.37	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$61,271.18	\$61,271.18	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$64,000.20	\$64,000.20	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$60,977.89	\$60,977.89	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$56,986.38	\$56,986.38	\$0.00	\$0.00	\$0.00	\$0.00
2010	\$51,834.85	\$51,834.85	\$0.00	\$0.00	\$0.00	\$0.00
2009	\$57,136.54	\$57,136.54	\$0.00	\$0.00	\$0.00	\$0.00
2008	\$51,832.98	\$51,832.98	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$0.00

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

2018 Property Record | Racine County, WI

Assessed values not finalized until after Board of Review
Property information is valid as of 1/8/2020 10:03:46 AM

1079311

(61)

II

Owner Address ODONT LLC , 1320 S GREEN BAY ROAD RACINE, WI 53406	Owner ODONT LLC																																																												
Property Information <u>Parcel ID:</u> 151-032213135030 <u>Document #</u> 2529517 <u>Tax Districts:</u> UNIFIED SCHOOL DISTRICT	Property Description <i>For a complete legal description, see recorded document.</i> PT SW1/4 CSM #1480 REC IN V4 P568 #13155331 PARCEL C FROM 008032213135000 IN 90 FOR 91 ROLL **TOTAL ACRES** 1.58 <u>Municipality:</u> 151-VILLAGE OF MT PLEASANT <u>Property Address:</u> 5625 WASHINGTON AVE																																																												
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*No data found for Delinquent Tax Summary in 2018

Racine County

Owner (s):
i1320 MANAGEMENT LLC

Location:
Section, Sect. 13, T3N, R22E

Mailing Address:
**i1320 MANAGEMENT LLC
1320 S GREEN BAY ROAD
RACINE, WI 53406**

School District:
4620 - UNIFIED SCHOOL DISTRICT

Request Mailing Address Change

Tax Parcel ID Number: Tax District: Status:
151-03-22-13-135-030 151-VILLAGE OF MT PLEASANT Active

Alternate Tax Parcel Number: Acres:
1.5800

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

**PT SW1/4 CSM #1480 REC IN V4 P568 #13155331 PARCEL C FROM 008032213135000 IN 90 FOR 91 ROLL
TOTAL ACRES 1.58**

Site Address (es): *(Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.)*
5625 WASHINGTON AVE RACINE, WI 53406

0 Lottery credits claimed

Tax History

* Click on a Tax Year for detailed payment information.

Tax Year*	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2019	\$6,357.47	\$6,357.47	\$0.00	\$0.00	\$0.00	\$0.00
2018	\$6,311.71	\$6,311.71	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$6,366.30	\$6,366.30	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$7,101.32	\$7,101.32	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$7,176.88	\$7,176.88	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$6,835.05	\$6,835.05	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$7,102.16	\$7,102.16	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$7,355.60	\$7,355.60	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$6,972.63	\$6,972.63	\$0.00	\$0.00	\$0.00	\$0.00
2010	\$6,719.59	\$6,719.59	\$0.00	\$0.00	\$0.00	\$0.00
2009	\$7,315.27	\$7,315.27	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$0.00

Interest and penalty on delinquent taxes are calculated to **January 31, 2020.**

WARRANTY DEED

Document # **2529517**
RACINE COUNTY REGISTER OF DEEDS
September 04, 2019 11:46 AM

RETURN TO:
I1320 Management LLC
1320 S Green Bay Rd
Racine WI 53406

Connie C. Madson

CONNIE COBB MADSEN
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00
Transfer Fee: \$4500.00

**The above recording information verifies
this document has been electronically recorded**
Returned to Merit Title LLC
Pages: 2

LEGAL DESCRIPTION:

Parcel 1:

That part of the Southwest 1/4 of Section 13, Town 3 North, Range 22 East, in the Village of Mt. Pleasant, Racine County, Wisconsin, described as follows: Commence at the intersection of the centerline of State Trunk Highway 20 and the centerline of State Trunk Highway 31; run thence South 16° 24' 34" West 711.50 feet on the center line of said Highway 31 to the Southeast corner of lands described in Volume 780 of Records, Page 571; thence North 88° 19' 26" West 51.70 feet on the South line of said lands as described in Volume 780 of Records, Page 571 to the place of beginning of this description; continue thence North 88° 19' 26" West 300.00 feet on said South line projected; thence South 1° 11' 26" East 175.00 feet; thence South 88° 19' 26" East 59.36 feet; thence South 1° 11' 26" East 18.66 feet; thence South 88° 19' 26" East 180.10 feet to the Westerly line of right of way of said Highway 31; thence North 16° 24' 34" East 200.00 feet on said right of way line to the point of beginning.

For Informational Purposes Only:

Property Address: 1320 South Green Bay Road
Tax Key No.: 151 032213143000

Parcel 2:

Parcel C of Certified Survey Map No. 1480, recorded on July 18, 1990, in Volume 4 of Certified Survey Maps, Page 568, as Document No. 1315531, being that part of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, in the Village of Mt. Pleasant, Racine County, Wisconsin.

For Informational Purposes Only:


Property Address: 5625 Washington Avenue
Tax Key No.: 151 032213135030

THIS DEED, made between ODONT, LLC, a Wisconsin limited liability company, ("Grantor"), and i1320 Management LLC ("Grantee", whether one or more). Grantor, for valuable consideration, conveys to Grantee the real estate described in the attached Legal Description, together with the rents, profits, fixtures and other appurtenant interests, in RACINE County, State of Wisconsin.

Grantor warrants that the title to the Property is good, indefeasible, in fee simple and free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and the 2019 real estate taxes.

Dated this 30 day of August, 2019.

ODONT, LLC, a Wisconsin limited liability company BY


(Seal)
Aaron E. Cruthers, D.D.S., Managing Member

AUTHENTICATION

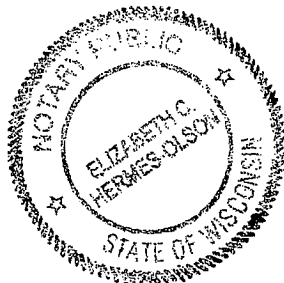
Signature(s) authenticated _____,
2019.

Print Name: _____

MEMBER - STATE BAR OF WISCONSIN

THIS INSTRUMENT WAS DRAFTED BY
Deborah A Blommer

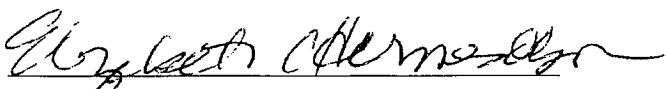
Merit Title File: 191001
Debbie Peterson
Page 2 of 2



ACKNOWLEDGMENT

STATE OF WISCONSIN }
COUNTY OF Milwaukee } ss.

Personally came before me on 30 August, 2019,
the above named **Aaron E. Cruthers, D.D.S.**, to me known
to be the person(s) who executed instrument and
acknowledged the same.


* Elizabeth C. Hermes-Olson

Notary Public, State of Wisconsin 9-10-21

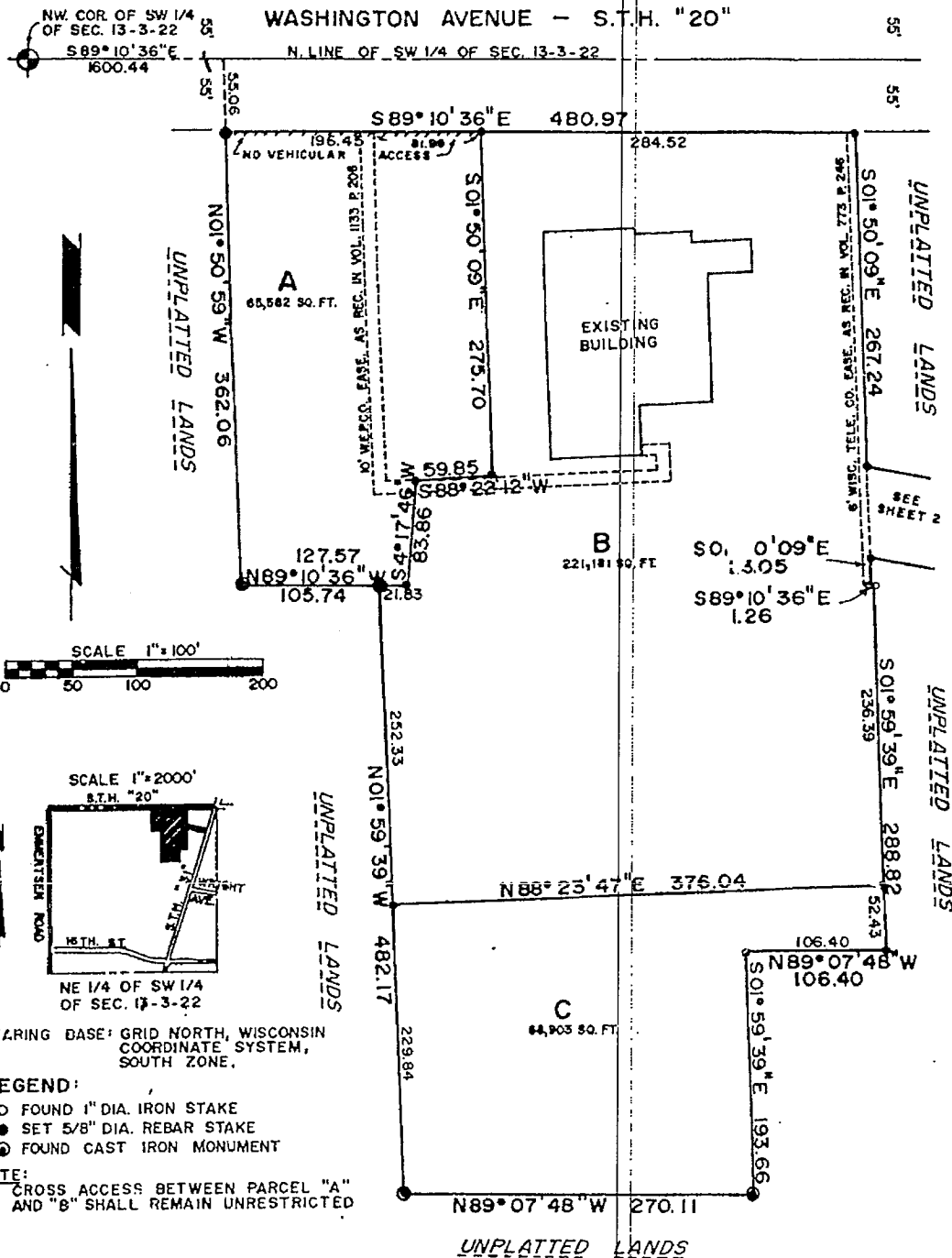
My Commission expires: 9.10.21

Names of persons signing in any capacity should be typed
or printed beneath their signatures

1315531

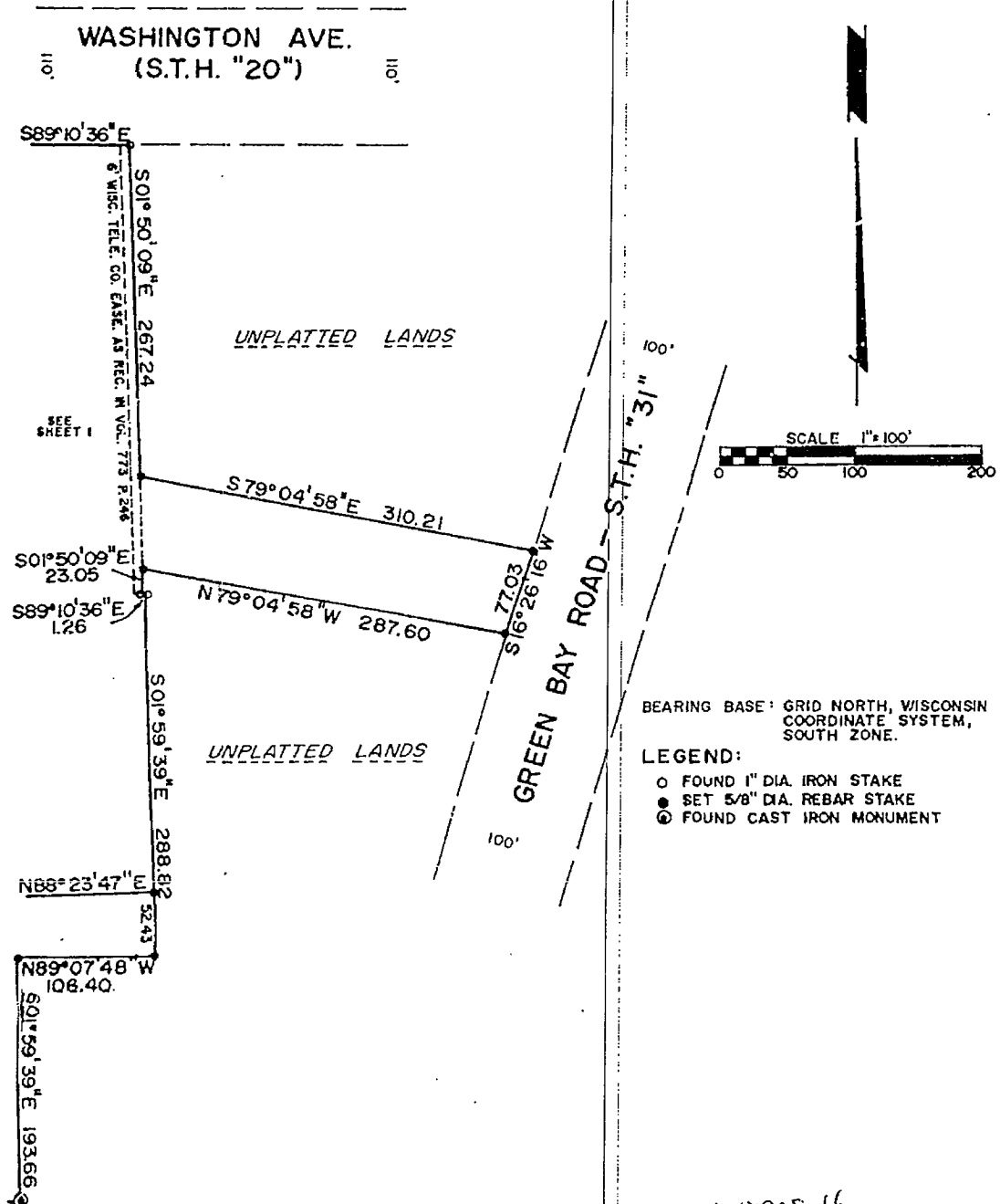
1480

CERTIFIED SURVEY MAP NO. _____
 THAT PART OF THE NE 1/4 OF THE SW 1/4 OF SEC.
 13, T.3 N., R.22 E., IN THE TOWN OF MT. PLEASANT,
 RACINE COUNTY, WISCONSIN.



CERTIFIED SURVEY MAP NO. 1480

THAT PART OF THE NE 1/4 OF THE SW 1/4 OF SEC.
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VOLUME 4
PAGE 569

CERTIFIED SURVEY MAP NO. 1480

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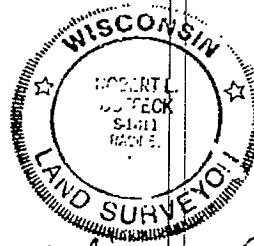
SURVEYOR'S CERTIFICATE

I, ROBERT L. DUFFECK, hereby certify that I have prepared this Certified Survey Map, the exterior boundaries of which are described as that part of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Commence at a point on the North line of the Southwest 1/4 of said Section 13 located S89°10'36"E 1600.44 feet from a standard Racine County monument marking the Northwest corner of said Section; run thence S01°50'09"E 55.00 feet to a cast iron monument located on the South line of S.T.H. #20 marking the point of beginning of this description; run thence S89°10'36"E 480.97 feet along the South line of said Highway 20 to a 1" diameter iron pipe stake; thence S01°50'09"E 267.24 feet to a 1" diameter iron pipe stake; thence S79°04'58"E 310.21 feet to a 1" diameter iron pipe stake located on the Westerly line of S.T.H. #31; thence S16°26'16"W 70.33 feet along the Westerly line of said Highway 31 to a 1" diameter iron pipe stake; thence N79°04'58"W 287.60 feet to a 1" diameter iron pipe stake; thence S01°50'09"E 23.05 feet to a 1" diameter iron pipe stake; thence S89°10'36"E 1.26 feet to a 1" diameter iron pipe stake; thence S01°59'39"E 288.82 feet to a 1" diameter iron pipe stake; thence N89°07'48"W 106.40 feet; thence S01°59'39"E 193.66 feet to a cast iron monument; thence N89°07'48"W 270.11 feet to a cast iron monument; thence N01°59'39"W 482.17 feet to a cast iron monument; thence N89°10'36"W 105.74 feet to a cast iron monument; thence N01°50'09"W 362.06 feet to the point of beginning. Containing 8.165 acres.
THAT I have complied with the provision of Chapter 236.34 of the Wisconsin Statutes and Section 101.06 of the Mt. Pleasant Land Division Control Ordinance.

May 22, 1990

REVISED June 14, 1990

Robert L. Duffeck
Robert L. Duffeck
1339 Washington Avenue
Racine, Wisconsin 53403
(414)634-5588



TOWN'S CERTIFICATE

APPROVED as a Certified Survey Map this 14th day of June, 1990.

Joann M. Kovac
Joann M. Kovac, Clerk
TOWN OF MT. PLEASANT

OWNER:

St. Mary's Medical Center, Inc.
Edward P. DeMeulenaere, President
3801 Spring Street
Racine, Wisconsin 53405

New parcel numbers:

Parcel A: 51-008-03-22-13-135-010
Parcel B: 51-008-03-22-13-135-020
Parcel C: 51-008-03-22-13-135-030

From:

51-008-03-22-13-133-000
51-008-03-22-13-134-000
51-008-03-22-13-135-000
51-008-03-22-13-139-000
51-008-03-22-13-144-000

Register's Office
Racine County, Wis.

Received for Record

July 18th

o'clock A.M. and recorded in Volume

of 568 on page 570

SS

18th

July

A.D. 1990

at 2:49

on page 570

Register of Deeds

VOLUME 4
PAGE 570

AFFIDAVIT OF CORRECTION

RECORDED

I, ROBERT L. DUFFECK, being first duly sworn on oath, do hereby
depose and state as follows:

36 FEB 19 PM 2:00
MARIA LADD
REGISTER OF DEEDS

I. THAT I am now, and at all times mentioned herein was, a
Land Surveyor registered by and with the State of Wisconsin
Examining Board for Architects, Professional Engineers, Designers
and Land Surveyors;

II. THAT as such Registered Land Surveyor I prepared Certified
Survey Map No. 1480, a recorded map in the SW $\frac{1}{4}$ of Section 13, Town
3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County,
Wisconsin.

III. THAT there are contained on Sheets 1 and 2 of said map
annotation errors which should be corrected to read as follows:

Sheet 1 of 3 Sheets

The bearing of the westernmost line (N01°50'59"W)
should be corrected to N01°50'09"W.

Sheet 2 of 3 Sheets

The distance of the easternmost line (77.03) should
be corrected to 70.33.

IV. THAT said Certified Survey Map was recorded on July 18, 1990 in
Volume 4 of Certified Survey Maps at pages 568 - 570 as Document No.
1315531.

DATED: 2/16, 1996

SIGNED: Robert L. Duffeck
Robert L. Duffeck

STATE OF WISCONSIN)
COUNTY OF RACINE)

Came before me this 16th day of
February, 1996, the above-named
Robert L. Duffeck, who executed the
foregoing and acknowledged the same.

Kathryn K. Eisch
Notary Public, Racine, WI
My commission expires 7/12/98



This instrument was prepared by Walter R. Madsen.

RETURN TO: NM&B
1339 Washington Ave.
Racine, WI 53403

Pcl. #008-03-22-13-135-010,
#008-03-22-13-135-020 &
#008-03-22-13-135-030

878 02-19 01 *1000

Section 210.45 Wisconsin Statutes

This Indenture, Made this day of, A. D., 19 63 ..
 between.....ALBERT M. SCHRADER AND FRANCES D. SCHRADER, his wife.....
as joint tenants.....parties...of the first part, and
FRANZ R. JORDAN AND ELFRIEDE K. JORDAN, his wife.....
as joint tenants, parties of the second part,

Witnesseth, That the said parties.....of the first part, for and in consideration of the sum of

ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION

to.....them.....in hand paid by the said parties 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 parties of the second part, in joint tenancy, the survivor of them, his or her heirs and assigns forever, the following described real estate, situated in the County of.....RACINE.....and State of Wisconsin, to-wit:



All that part of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, described as follows: Begin at a point 478.5 feet West of the intersection of the center line of Green Bay Road and the East and West 1/4 Section line of said Section; run thence South 632.56 feet to point of beginning of this description; thence continue South 75.87 feet; thence East parallel to said 1/4 Section line, 245 feet to the center line of Green Bay Road; thence Northeasterly along the center line of said Road, 78.00 feet; and thence West 269.96 feet to point of beginning, except the easterly 50 feet thereof, deeded for highway purposes. Said land being in the Town of Mt. Pleasant, County of Racine and State of Wisconsin.



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 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, as joint tenants, and to the survivor of them, his or her heirs and assigns FOREVER.

And the said.....ALBERT M. SCHRADER AND FRANCES D. SCHRADER, his wife.....

for themselves, their.....heirs, executors and administrators, do.....covenant, grant, bargain, and agree to and with the said parties of the second part, the survivor of them, his or her heirs 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 parties of the second part, the survivor of them, his or her 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 parties.....of the first part have.....hereunto set their.....hands and seals ... this..... day of..... May..... A. D., 19 63 ..

THIS INSTRUMENT WAS DRAFTED BY
 VIOL E. SCHULTZ
 DAVID G. JAMES COMPANY
 SIGNED AND SEALED IN PRESENCE OF

.....
 William Proxmire

.....
 ALBERT M. SCHRADER (SEAL)

.....
 FRANCES D. SCHRADER (SEAL)

VOL 780 PAGE 571

(SEAL)

752366

780-571

May 28, 1963

State of Wisconsin,

RACINE County.

ss.

VOL 780 PAGE 572

Personally came before me, this 24th day of May, A. D., 1963.

the above named ALBERT M. SCHRADER AND FRANCES D. SCHRADER, his wife.

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

Arthur M. Gruhl
Arthur M. Gruhl
Notary Public, Racine, County, Wis.
My commission expires February 19, A. D., 1967.

752366
No.

ALBERT M. SCHRADER
and
FRANCES D. SCHRADER
TO

FRANZ R. JORDAN
and
ELRIEDE K. JORDAN
TO

Premises.

1306 S. Green Bay Road

Warranty Deed

This instrument should be immediately placed upon record to avoid future trouble and litigation.

REGISTER'S OFFICE,
State of Wisconsin,
Racine County

Received for Record this 28th day of May, A. D., 1963.

at 1:17 o'clock P. M., and recorded in
Vol. 780 of Deeds on page 572

Stanley J. Bialski
Stanley J. Bialski
Register of Deeds.

Deputy.

L. O. Jones

This Indenture, Made by Edwin E. Lewis, a widower
grantor of Racine County, Wisconsin, hereby conveys and warrants
to State of Wisconsin
for the sum of One Thousand Eight Hundred twenty-seven (\$1,827.00) County, Wisconsin,
grantee of

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 51.72 feet North 89° 11' 54" West of the center 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 166 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.

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, he hereunto set his hand and seal this 7th day of February, A.D., 19 63.

SIGNED AND SEALED IN PRESENCE OF

Kenneth C. Suhr

Kenneth C. Suhr

Victor C. Hammer

Victor C. Hammer

Edwin E. Lewis (SEAL)
Edwin E. Lewis

(SEAL)

(SEAL)

(SEAL)

STATE OF WISCONSIN

Racine

County,

747726

RECEIVED FOR RECORD

11 DAY OF February
A.D., 19 63 AT 1:31
O'CLOCK P.M. AND RECORDED IN VOL
170 OF 200 PAGE 65

Bart J. Bialecki
REGISTER OF DEEDS

REGISTER OF DEEDS

Racine COUNTY

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., 19 63,
the above-named Edwin E. Lewis

to me known to be the person
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., 19 63

Negotiated by _____

Parcel No. 277

770021

770021

AFFIDAVIT

STATE OF WISCONSIN
COUNTY OF RACINE

VOL 821 PAGE 136

Register's Office
Racine County, Wis.
Received for Record *22nd* day of *Feb* A.D., 19*64* at *11:29* 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:

<u>Parcel</u>	<u>Document</u>	<u>Volume of Records</u>	<u>Page</u>	<u>Owner</u>
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.

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

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. Affraves
Robert E. Affraves
Norman D. Oberheck
Norman D. Oberheck

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.
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. ✓

-141-000

Ref

594823

538-483

Nov. 17, 1952

WARRANTY DEED.

STATE OF WISCONSIN—Form No. 1

VOL 538 PAGE 483

This Indenture, Made this 9th day of October, A.D., 1952

between EDWARD E. LEWIS (unmarried)

partY of the first part,
and JEROME E. CHADEK and LOIS G. CHADEK, his wife, as joint tenants and to
the survivor of them, part i.e.s. of the second part.

Witnesseth, That the said partY of the first part, for and in consideration of the sum of
ONE DOLLAR (\$1.00) and other good and valuable consideration - - - - -

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

That part of the Southwest Quarter of Section Thirteen (13),
Township Three (3) North, Range Twenty-two (22) East, bounded
as follows:

Begin at the intersection of the center line of the Green
Bay Road and the North line of Van Wie Home Sites, a recorded
plat on file in the Office of the Register of Deeds for Racine
County, Wisconsin, in Volume P of Plats on page 23; run thence
Northeasterly along the center line of the Green Bay Road
75.00 feet; thence West 209.73 feet parallel to said North
line of Van Wie Home Sites; thence Southwesterly 75.00 feet
parallel to the center line of said Green Bay Road to the North-
west corner of Lot One (1) of Block One (1) of said Van Wie
Home Sites; thence East 209.73 feet to the point of beginning.

Subject, however, to the following restrictions, terms and conditions
for a period of fifty (50) years from the date of this conveyance:

1. The above described real estate shall not be subdivided.
2. No part of said real estate shall be used for other than residence purposes.
3. No dwelling to be occupied by more than one family, shall be erected upon the real estate hereinbefore described.
4. A garage of the capacity of not more than two automobiles may be erected thereon.
5. No building erected elsewhere shall be moved onto any part of the above described real estate for residence purposes or any other purpose.
6. No building, except a one family residence and a garage of the capacity of not more than two automobiles, shall be constructed or maintained upon the real estate hereinbefore described; and no animals, except dogs, cats and other household pets; and no poultry, shall be kept and maintained thereon.
7. No house trailer or semi trailer or commercial trailer for any purpose shall be used, stored or maintained upon the real estate hereinbefore described.
8. No intoxicating liquors or fermented malt beverages as defined by the Statutes of Wisconsin, shall be manufactured, sold or offered for sale, or otherwise disposed of on the real estate hereinbefore described.

VOL 538 PAGE 484

9. No fence of any kind which is over four (4) feet high, shall be erected upon the premises.
10. In the event that any of the terms and conditions herein specified are violated within the period of time above stated that these covenants are to remain in force, the party of the first part or his respective heirs, executors, administrators, personal representatives, successors and assigns, may forthwith in his or her own name and on his or her own behalf, or on behalf of all persons entitled to such relief, apply to and obtain from either the circuit Court or the Municipal for Racine County, Wisconsin, or any other Court having jurisdiction, an Order enjoining and restraining the continued violation of such terms and conditions and granting any affirmative relief that may be necessary to remove such violation for and during the period that the terms and conditions of these covenants shall remain in force.
11. The foregoing terms, conditions, restrictions and rights contained in paragraphs numbered 1 to 10, both inclusive, shall be deemed covenants running with the land and with each and every part thereof.
12. In the event, for any reason, any clause or any part of the foregoing restrictions imposed on the real estate hereinbefore described, shall be declared null and void, it shall not affect the remaining clauses or parts of said restrictions.
13. The provisions of the foregoing restrictions are binding upon the parties hereto, and upon their respective heirs, administrators, personal representatives, grantees, mortgagees and assigns. Waiver at any time by any person or party entitled to the benefits of said restrictions or any term or condition herein contained, shall not constitute a continuing Waiver of such term or condition and shall not constitute a Waiver of any other term or condition of said restrictions.

This deed is also subject to recorded easements and building restrictions.



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 V 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 1st of the second part, and to their heirs and assigns FOREVER.

And the said Edward E. Lewis

VOL 538 PAGE 485

for himself, his heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said part ies of the second part, their heirs and assigns, that at the time of the ensembling 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 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, he will forever WARRANT AND DEFEND.

In Witness Whereof, the said part y of the first part has hereunto set his hand and seal this 9th day of October, A. D., 19 52

SIGNED AND SEALED IN PRESENCE OF

Lewis J. Quinn
Lewis J. Quinn

Avis L. Strike
Avis L. Strike

Edward E. Lewis (SEAL)

Edward E. Lewis (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF WISCONSIN,

RACINE County. } ss.

Personally came before me, this 9th day of October, A. D., 19 52, the above named Edward E. Lewis (unmarried)

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

Avis L. Strike

Avis L. Strike

Notary Public, Racine County, Wis.

My Commission expires Nov. 27, A. D., 19 55

(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.)

No. 594823

EDWARD E. LEWIS

TO

JEROME E. CHADEK & WIFE

WARRANTY DEED

REGISTER'S OFFICE,
STATE OF WISCONSIN,

Racine County.

Received for Record this 17 day of November, D., 19 52,

at 8:30 o'clock A. M., and recorded in

Vol. 538 of Deeds on page 483-485

Louis R. Peterson
Register of Deeds

Deputy

Return to:

M. E. Lee
Franksville, Wis.

2152

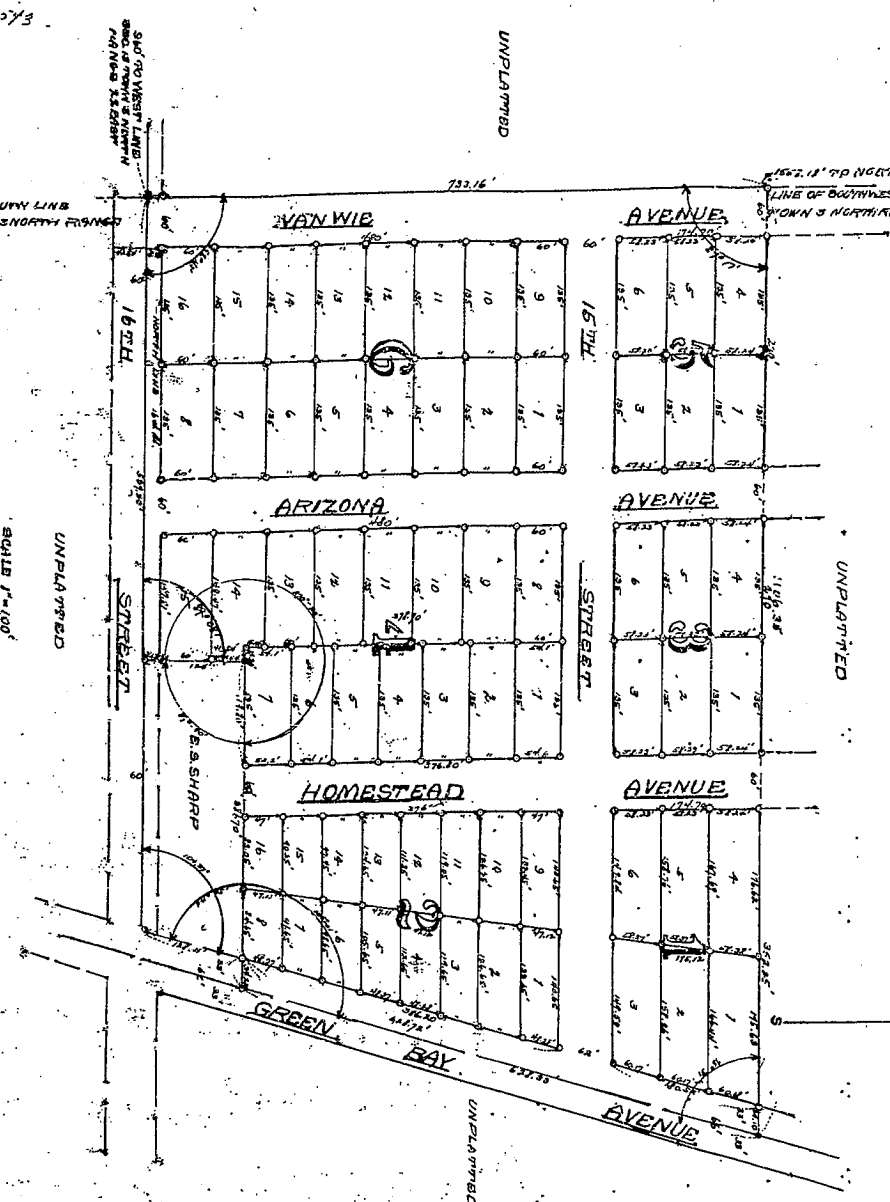
Ref

VAN WILDE HOMESITES

P-23

Nov. 29, 1929

P-23



State of Wisconsin
County of Racine
J. E. H. Gault of the County of Racine, Wisconsin, is hereby certifying that the following is a true and correct copy of the original record of the same as the same is on file in the office of the Register of Deeds for the County of Racine, Wisconsin, and is hereby affirmed by the State of Wisconsin.

Filed Nov. 4, 1929

Charles F. Gault
County Clerk, Racine, Wis.

State of Wisconsin
County of Racine
J. E. H. Gault of the County of Racine, Wisconsin, is hereby certifying that the following is a true and correct copy of the original record of the same as the same is on file in the office of the Register of Deeds for the County of Racine, Wisconsin, and is hereby affirmed by the State of Wisconsin.

Filed Nov. 4, 1929

Charles F. Gault
County Clerk, Racine, Wis.

State of Wisconsin
County of Racine
J. E. H. Gault of the County of Racine, Wisconsin, is hereby certifying that the following is a true and correct copy of the original record of the same as the same is on file in the office of the Register of Deeds for the County of Racine, Wisconsin, and is hereby affirmed by the State of Wisconsin.

Filed Nov. 4, 1929

Charles F. Gault
County Clerk, Racine, Wis.



TSS:mvr
7-28-67

①
S25992

WARRANTY DEED

THIS INDENTURE, made this 28th day of July, 1967, between EDWARD E. LEWIS (also known as Edwin E. Lewis), a widower, party of the first part, and CHESTER W. ANDERSEN and FRANCIS X. PFISTER, parties of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of \$1.00 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 parties 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: Commence at the intersection of the centerline of State Trunk Highway 20 and the centerline of State Trunk Highway 31; run thence S 16° 24' 34" W 711.50 feet on the centerline of said highway 31 to the Southeast corner of lands described in Volume 780 of Deeds, on page 571, as recorded in the Racine County Register of Deeds Office; run thence N 88° 19' 26" W 51.70 feet on the South line of said lands as described in Volume 780 of Deeds, page 571 to the place of beginning of this description; continue thence N 88° 19' 26" W 300.00 feet on said South line projected; thence S 1° 11' 26" E 175.00 feet; thence S 88° 19' 26" E 59.36 feet; thence S 1° 11' 26" E 18.66 feet; thence S 88° 19' 26" E 180.10 feet to the Westerly line of right-of-way of said highway 31; thence N 16° 24' 34" E 200.00 feet on said right-of-way line to the 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

925992

953-253

Aug 4, 1967

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.

And the said EDWARD E. LEWIS (also known as Edwin E. Lewis), a widower, for himself, his heirs, executors and administrators, does covenant, grant, bargain, and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the ensealing 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 encumbrances 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.

The garage building now on the premises above described shall remain personal property belonging to party of the first part, and he shall have the right to have access to and use the same as long as it remains on said premises. Parties of the second part shall, however, have the right at any time to remove said garage at their expense to any location on lands now belonging to party of the first part (other than the premises above described), said location to be designated by party of the first part, and not to be more than 100 feet from the present garage location, and parties of the second part shall install a concrete floor and stone

driveway at the new location. Thereupon, any right of access of party of the first part to the premises above described shall terminate. In the event the garage is not removed by the parties of the second part prior to June 30, 1977, party of the first part shall remove the same forthwith thereafter at no expense to parties of the second part. Until said garage has been so removed, the provisions of this paragraph shall extend to and be binding upon party of the first part and subsequent owners of the aforesaid lands (other than the real estate herein conveyed) now belonging to party of the first part.

The parties hereto hereby agree as follows: The size and design of any and all buildings to be erected on the real estate hereby conveyed and the improvements to be made thereon must be approved by an architectural control committee before any such buildings are erected or improvements made. The architectural control committee shall consist of Eliot E. Lewis or another person to be named by party of the first part, Chester W. Andersen or another person to be named by parties of the second part, and Milton F. La Pour or another person to be named by party of the first part and parties of the second part. In the event the parties cannot agree upon such a member, he shall be named by any judge then presiding in the Circuit Court for Racine County upon petition of any party hereto. In the event any of said committee members shall at any time become unable or unwilling to act, the other two shall appoint a successor in his place. Parties of the second part hereby agree that they will not erect nor attempt to erect any buildings on said real estate nor make any improvements thereto if a majority of the members of the architectural control committee objects to the design or kind thereof. Party of the first part hereby acknowledges that said real estate is to be used for a

VCI 953 PAGE 255

Dental Clinic or related medical purposes and for parking, and hereby agrees that he has no objection to buildings being erected thereon for this purpose or improvements being made thereto for this purpose. The provisions of this paragraph shall be in effect until June 30, 1977, after which date they shall become null and void.

Party of the first part reserves an easement from Highway 31 over the northerly 6 feet of the real estate herein conveyed to the westerly line thereof for a water main to service the land lying to the west and north of the real estate herein conveyed.

IN WITNESS WHEREOF, the said party of the first part, has hereunto set his hand and seal this 29th day of July, 1967.

Signed and Sealed
in Presence of:

Florence Cooke
Florence Cooke
Milton F. LaPore
Milton F. LaPore

Edward E. Lewis
Edwin E. Lewis (SEAL)
Edward E. Lewis, also known as
Edwin E. Lewis

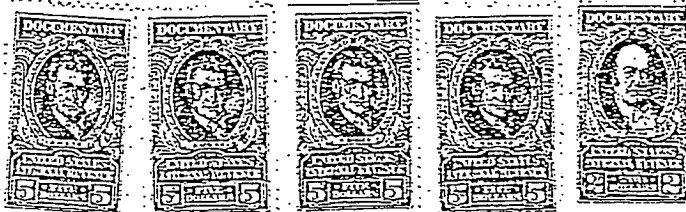
STATE OF WISCONSIN)
: SS.
RACINE COUNTY)

Personally came before me, this 29th day of July, 1967, the above named Edward E. Lewis (also known as Edwin E. Lewis), a widower, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Milton F. LaPore
Notary Public, State of Wisconsin
My commission: Ex. - Oct 6, 1968



This instrument was drafted by
Thomas S. Stone, Attorney at Law.



Register's Office
Racine County, Wis. } SS
Received for Record 4 day of
August A.D. 1967 at 2:01
clock 2 M. and recorded in Volume 253
on page 256
Stanley F. Bialkowski
Register of Deeds

DOCUMENT NO.

858673

THIS INDENTURE, Made this 5th day of September
A. D. 19 69, between Estate of EDWARD E. LEWIS, also known
as EDWIN E. LEWIS, by ELIOT E. LEWIS (Executor)

part Y of the first part, and
DELCO DEVELOPMENT COMPANY OF RACINE, 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 (\$1.00) Dollar and Other Good and Valuable
Consideration

Dollars, to him in hand paid by the said part Y of the second part, the receipt whereof is hereby
confessed and acknowledged, ha S given, granted, bargained, sold, remised, released, and quit-claimed, and by these presents do ES give,
grant, bargain, sell, remise, release and quit-claim unto the said part Y of the second part, and to its ~~heirs~~ ^{successors} and assigns forever, the
following described real estate, situated in the County of Racine and State of Wisconsin, to-wit:

An easement from Highway 31 to the westerly line thereof over the northerly six
feet of the property described below:

That part of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, in
the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows:
Commence at the intersection of the centerline of State Trunk Highway 20 and the
centerline of State Trunk Highway 31; run thence S 16° 24' 34" W 711.50 feet on the
centerline of said Highway 31 to the Southeast corner of lands described in Volume 780
of Deeds, on page 571, as recorded in the Racine County Register of Deeds Office; run
thence N 88° 19' 26" W 51.70 feet on the South line of said lands as described in
Volume 780 of Deeds, page 571 to the place of beginning of this description;
continue thence N 88° 19' 26" W 300.00 feet on said South line projected; thence
S 1° 11' 26" E 175.00 feet; thence S 88° 19' 26" E 59.36 feet; thence S 1° 11' 26"
E 18.66 feet; thence S 88° 19' 26" E 180.10 feet to the Westerly line of right-of-way
of said Highway 31; thence N 16° 24' 34" E 200.00 feet on said right-of-way line to
the point of beginning.

Said easement to be for a water main to service the land lying to the west and
north of said property.

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

In Witness Whereof, the said part Y of the first part has hereunto set his hand and seal this 5th
day of September, A. D., 19 69.

SIGNED AND SEALED IN PRESENCE OF

Milton F. La Pour
Milton F. La Pour

Earl F. Buelow
Earl F. Buelow

Eliot E. Lewis (Exec.) (SEAL)
Estate of Edward E. Lewis, also known as
Edwin E. Lewis by Eliot E. Lewis (Executor) (SEAL)

(SEAL)

(SEAL)

STATE OF WISCONSIN,
Racine County, ss.

Personally came before me, this 5th day of September, A. D., 19 69,
the above named Estate of Edward E. Lewis, also known as Edwin E. Lewis by Eliot E. Lewis
(Executor)

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



This instrument drafted by

Milton F. La Pour.

Notary Public Racine County, Wis.

My Commission (Expires) (to) October 1, 1972.

(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).

QUIT CLAIM DEED-STATE OF WISCONSIN, FORM NO. 11

QUIT CLAIM DEED
STATE OF WISCONSIN-FORM 11
THIS SPACE RESERVED FOR RECORDING DATA

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

Received for Record 5th day of
Sept. A.D., 1969 at 3:56
o'clock P. M. and recorded in Volume 1029
of Records on page 375

Stanley F. Bialecki
Register of Deeds

RETURN TO

Robert A. Levitas
Rubin Wachtel Baum & Levin
598 Madison Ave. 10th Fl.
New York, New York 10022

858673

1029-375

Sept. 5, 1969

1133477

TERMINABLE EASEMENT

This Agreement, made and entered into this 13th day of June, 1983, by and between J. I. Case Company, a Delaware corporation with its principal offices in Racine, Wisconsin, its successors and assigns, ("CASE"), and Robert B. Leitschuh, Richard J. Mayer, Raymond E. Skupniewicz, James J. Pellizzi, and Roger D. Lacock, Trustees of Racine Medical Building Trust with its principal offices in Racine, Wisconsin, its and their heirs, administrators, successors, and assigns (collectively "RMBT").

W I T N E S S E T H:

WHEREAS, CASE is the owner of a parcel of real estate ("PARCEL A") more particularly described in Schedule 1 attached hereto and incorporated herein by reference, said PARCEL A having an improved roadway thereon connecting Wisconsin State Highway 20 (a/k/a Washington Avenue) to the real estate and facilities of CASE immediately south and adjacent to PARCEL A; and

WHEREAS, RMBT is the owner of certain contiguous parcels of real estate (collectively "PARCEL B") more particularly described in Schedule 2 attached hereto and incorporated herein by reference, said PARCEL B being, in part, immediately east and adjacent to PARCEL A; and

WHEREAS, RMBT desires to construct and connect a roadway from PARCEL B to the existing roadway on PARCEL A in order to facilitate vehicular access between PARCEL B and Wisconsin State Highway 20 for the patients, visitors, and employees of the medical clinic and other facilities permitted under Paragraph 3, below, and located on PARCEL B;

NOW, THEREFORE, it is hereby agreed as follows:

1. CASE hereby grants, sells, and conveys unto RMBT an easement in, to, upon, and over all that portion of a concrete and asphalt roadway situated in PARCEL A, constituting a means of access between Wisconsin State Highway 20 (a/k/a Washington Avenue) and the medical clinic and other facilities permitted under Paragraph 3, below, and all related parking areas and roadways located on PARCEL B, it being distinctly agreed and understood, however, that the easement thus granted is not an exclusive easement but is subject to the equal right on the part of CASE, and anyone else permitted by CASE, of ingress and egress over and upon the roadway on PARCEL A to and from its real estate and facilities immediately south and adjacent to PARCEL A, which right is hereby expressly reserved.

Return: C C K K

VOL 1690 PAGE 168

1133477

1690-168

Sept. 22, 1983

1200 1

2. CASE hereby also grants, sells, and conveys unto RMBT an easement in, to, upon, and over that portion of PARCEL A described in Exhibit A attached hereto and incorporated herein by reference, to construct a roadway from PARCEL B and connect said roadway to the existing roadway on PARCEL A, said roadway from PARCEL B to be used for the same purposes as described in paragraph 1, above.

3. The foregoing easements shall continue in effect only so long as PARCEL B and the improvements located thereon are used exclusively for a medical clinic and for other related health care activities, services and activities supportive thereof, and any other activity specifically approved in writing by CASE. Upon the cessation of use as a medical clinic and/or the commencement of any use not permitted by this Paragraph 3 on all or any portion of PARCEL B, such easements shall become void, unenforceable, and terminated upon sixty (60) days prior written notice from CASE to RMBT.

4. Reference is made to a certain agreement dated June 13, 1983, between CASE and RMBT wherein certain operational and physical requirements, rights, and obligations are set out between CASE and RMBT. Such requirements, rights, and obligations are incorporated herein and made an integral part of this easement agreement.

IN WITNESS WHEREOF, CASE and RMBT have caused this agreement to be executed by their duly authorized officers and trustees, respectively, on the date first above written.

J. I. CASE COMPANY

RACINE MEDICAL BUILDING TRUST

By Carl E. Whitman
Carl E. Whitman, Sr. Vice President

Robert B. Leitschuh
Robert B. Leitschuh, Trustee

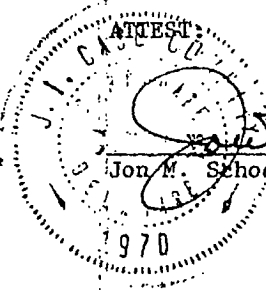
Richard J. Mayer
Richard J. Mayer, Trustee

Jon M. Schoeffel
Jon M. Schoeffel, Assistant Secretary

Raymond E. Skupniewicz
Raymond E. Skupniewicz, Trustee

James J. Pellizzi
James J. Pellizzi, Trustee

Roger D. Lacock
Roger D. Lacock, Trustee



STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

On this the 13th day of June, 1983, before me a Notary Public in and for the State of Wisconsin, personally appeared Carl E. Whitman and Jon M. Schoeffel, to me personally known, who being by me duly sworn, did say that they are a Senior Vice President and an Assistant Secretary, respectively, of J. I. Case Company, that the seal affixed to said instrument is the seal of said corporation, and that said instrument was signed and sealed on behalf of the said corporation by authority of its board of directors, and the said Carl E. Whitman and Jon M. Schoeffel acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Darcy A. Pylikas
Notary Public, Racine County, Wisconsin
My Commission Expires: 4-5-87
Darcy A Pylikas

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

On this the 9th day of June, 1983, before me, a Notary Public in and for the State of Wisconsin, personally appeared Robert B. Leitschuh, Richard J. Mayer, Raymond E. Skupniewicz, James J. Pellizzi, and Roger D. Lacock, to me personally known, who being by me duly sworn, did say that they are the Trustees of Racine Medical Building Trust, and that said instrument was signed on behalf of the said trust by its duly authorized Trustees, and the said Trustees acknowledged the execution of said instrument to be the voluntary act and deed of said trust by it voluntarily executed.

Judith A. Smith
Notary Public, Racine County, Wisconsin
My Commission Expires: 8/12/84
Judith A. Smith

This instrument was drafted
by Attorney Jon M. Schoeffel

SCHEDULE 1

That part of the Southwest one-quarter (1/4) of Section Thirteen (13), in Township Three (3) North, Range Twenty-two (22) East, Racine County, Wisconsin, bounded as follows:

Commence at the Northwest corner of said Southwest 1/4; run thence South 01°50'09" East, 55.06 feet on the West line of said Southwest 1/4; thence South 89°10'36" East 1,495.98 feet parallel with the North line of said Southwest 1/4 to the point of beginning of this description; run thence South 01°50'09" East 340.00 feet parallel with the West line of said Southwest 1/4; thence South 89°10'36" East, 104.46 feet; thence North 01°50'09" West, 340.00 feet to the South line of Highway #20; thence North 89°10'36" West along the South line of Highway #20, 104.46 feet to the point of beginning.

SCHEDULE 2

PARCEL 1: The North 70 feet of the following: Part of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, bounded as follows, to-wit: By a line starting from a point 7 chains and 25 links West and 4 chains and 90 links South of the point where the North line of said 1/4 Section intersects the center of the road running in a Southwesterly direction through said Quarter Section, running thence South 2 chains and 21 links to the Northwest corner of the lot of land described in a deed recorded in the office of the Register of Deeds for Racine County, Wisconsin, in Volume 44 of Deeds, page 534 and 535, running thence East along the North line of the last named lot to the center of the highway above described thence Northeasterly along the center of said road 1 chain and 32 links, thence in a right line to the place of beginning. Said land being in the Town of Mt. Pleasant, County of Racine and State of Wisconsin.

PARCEL 2: That part of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, bounded as follows: Commence at the intersection of the centerline of State Trunk Highway 20 and the centerline of State Trunk Highway 31; run thence South 16° 24' 34" West 711.50 feet on the centerline of said highway 31; thence North 88° 19' 26" West 245.30 feet to the point of beginning; continue thence North 88° 19' 26" West 106.40 feet; thence South 1° 11' 26" East 193.66 feet; thence North 88° 19' 26" West 270.11 feet; thence North 1° 11' 26" West 483.72 feet; thence West parallel to the North line of said Southwest 1/4 104.45 feet; thence North 417.12 feet to the North line of said Southwest 1/4; thence East along the North line of said Southwest 1/4 to a point that is 478.5 feet West of the centerline of Green Bay Road (State Trunk Highway 31); thence South parallel to the West line of said Section, 707.18 feet to the place of beginning. Excepting therefrom lands conveyed for highway purposes. Said land being in the Town of Mt. Pleasant, Racine County, Wisconsin.

Register's Office
Racine County, Wis.

} SS

11.33477

Received for Record

22nd

day of

September

A.D. 1985

at 8:12

o'clock P.

M. and recorded in Volume

1690

of Records

on page

168-122

Helmut M. Schuster

Register of Deeds

VOL 1690 PAGE 172

12.00

2

DOCUMENT NO.

WARRANTY DEED
STATE BAR OF WISCONSIN FORM 2-1982

THIS SPACE RESERVED FOR RECORDING DATA

1317165

ST. MARY'S MEDICAL CENTER, INC., a Wisconsin corporation

conveys and warrants to JOINT PARTNERSHIP, a Wisconsin general partnership

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

Register's Office } ss
Racine County, Wis.

Received for Record 3rd day of August, A.D. 1990 at 2:11 o'clock P.M. and recorded in Volume 2027 of Records on page 177

W. M. Schuttner
Register of Deeds

RETURN TO
Robert L. Swanson
DeMark, Kolbe & Brodek, S.C.
6216 Washington Avenue
Racine, WI 53406

Tax Parcel No: 51-008-03-22-13-135-030

Parcel C of Certified Survey Map No. 1480 recorded on July 18, 1990 in Volume 4 of Certified Survey Maps, at Page 568, as Document No. 1315531, being that part of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East. Said land being in the Town of Mt. Pleasant, County of Racine, State of Wisconsin.

WISCONSIN Real Estate Transfer Tax \$ 564.90

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

Exception to warranties: municipal and zoning ordinances, recorded easements for public utilities, recorded building and use restrictions and covenants, general taxes levied in 1990, fence encroachment up to 3 feet on northerly 52.43 feet of east boundary, rights of tenant, no access except across grantee's adjacent lands to east.
Dated this day of 10.90.

(SEAL) By: Edward P. Lomenigsaer, President

ST. MARY'S MEDICAL CENTER, INC.

(SEAL) Attest: John F. Schusser, Vice President

John F. Schusser, Vice President

AUTHENTICATION

Signature(s)

authenticated this day of 10.90.

TITLE: MEMBER STATE BAR OF WISCONSIN

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

THIS INSTRUMENT WAS DRAFTED BY

Douglas G. French, Esq.

Michael Best & Friedrich

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

R-34,026

ACKNOWLEDGMENT

STATE OF WISCONSIN

Racine County, ss.

Personally came before me this 2nd day of Aug. 1990, the above named

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

Linda Ritt

Linda Ritt

Notary Public Racine County, Wis.

My Commission is permanent (If not, state expiration date: 11-23, 1994)

VOL 2027 PAGE 177

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

① + ②

DOCUMENT #
1782469

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED _____

2001 JUL 19 AM 10:38
RACINE COUNTY
MARIA A. LADD
REGISTER OF DEEDS

VOL PAGE
3221 517-520

STATE OF WISCONSIN

In re Title to:

Parcel I:

That part of the Southwest 1/4 of Section 13-3-22 East, described as follows: Commence at the intersection of the centerline of State Trunk Highway 20 and the centerline of State Truck Highway 31; run thence South 16 24'34" West 711.50 feet on the centerline of said Highway 31 to the Southeast corner of lands described in Volume 780 of Records, on page 571; thence North 88 19'26" West 51.70 feet on the South line of said lands as described in Volume 780 of Records, page 571, to the place of beginning of this description; continue thence North 88 19'26" West 300.00 feet on said South line projected; thence South 1 11'26" East 175.00 feet; thence South 88 19'26" East 59.36 feet; thence South 1 11'26" East 18.66 feet; thence South 88 19'26" East 180.10 feet to the Westerly line of right-of-way of said Highway 31; thence North 16 24'34" East 200.00 feet on said right-of-way line to the point of beginning. Said land being in the Town of Mt. Pleasant, Racine County, Wisconsin. Tax Key No. 51-008-03-22-13-143-000

16

AGREEMENT

Parcel II:

Parcel C of Certified Survey Map No. 1480 recorded on July 18, 1990 in Volume 4 of Certified Survey Maps, at Page 568, as Document No. 1315531, being that part of the Northeast 1/4 of the Southeast 1/4 of Section 13, Township 3 North, Range 22 East. Said land being in the Town of Mt. Pleasant, County of Racine, State of Wisconsin. Tax Key No. 51-008-03-22-13-135-030

STATE OF WISCONSIN)

RACINE COUNTY) SS.

EARL L. NEWTON, being first duly sworn on oath deposes and says that he is an officer of ODONT, L.L.C., a Wisconsin Limited Liability Corporation ("Odont"), and as such is

authorized to execute this Agreement on behalf of Odont; that Odont is the record owner of the properties above described and does now impose the following condition on the title of such land:

FIRST: That in consideration of the Town of Mt. Pleasant, Racine County, Wisconsin ("the Town") permitting the construction of certain parking areas on the land above-described, Odont does hereby agree as follows:

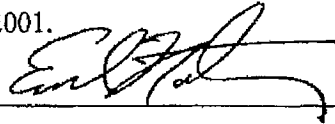
SECOND: Upon written notice by the Town, Odont will acquire by purchase or otherwise a certain parcel of land described as Parcel 3 on the attached plat, Exhibit A, hereto attached. The parcel of land will be 229.84' in length and 66' in width. Odont shall construct a local public street with an urban road section on Parcel 3 no later than one (1) year of written notice from the Town. The cost of construction this public street shall be borne by Odont not the adjacent land owners or the municipality.

THIRD: On receipt of such notice from the Town, Odont will negotiate with the then owner of such parcel and acquire the land either by purchase, trade or gift and will be responsible for all costs of constructing of such street, built to Town standards, within the boundaries above described. Odont may establish the price of the land by appraisals obtained by the then owner and Odont.

FOURTH: The above Agreement will be binding on the present owner of Parcels I and II above-described and on all subsequent owners thereof and for the benefit of the Town or any municipal successor thereof.

FIFTH: Unless the street is required by the Town to be acquired and constructed within twenty (20) years from the date hereof, this Agreement will automatically terminate and be of no force and effect.

Dated this 17th day of July, 2001.



Earl L. Newton, Officer of ODONT, L.L.C.

Subscribed and sworn to before me
this 17th day of July, 2001.

Carolyn S. Chapin

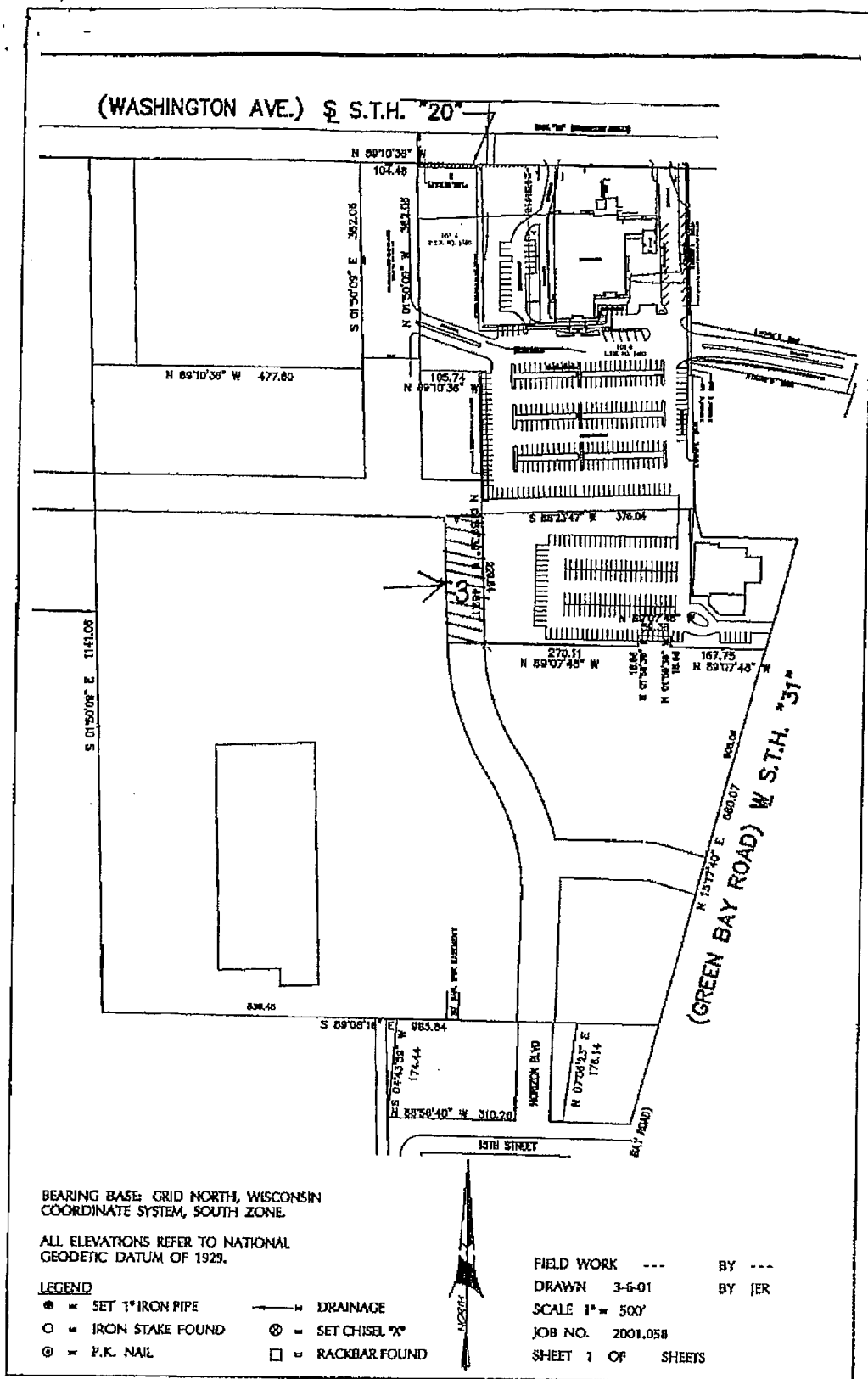
Notary Public, Racine Co., Wisconsin.

My commission is/expires: 9/22/02

Drafted by William E. Dye, Attorney at Law.
WI State Bar #1006058

Return to:

UNITED CONSTRUCTION CORP.
2425 SO. MEMPHIS L DRIVE
RACINE, WI. 53403



**NM
&B** Nielsen Madsen & Barber, S.C.
1339 Washington Avenue Racine, Wisconsin 53403
Phone (262) 634-5588
Facsimile (262) 634-5024 E-mail nmb@dslinet.net

EXHIBIT A

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

Document Title Above

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

James A. Ladwig

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS

Fee Amount: \$103.00



103'

Return to Name and Address Below

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

see attached parcel
listing

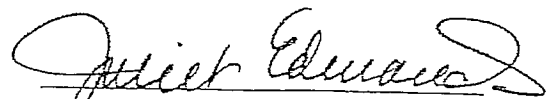
Parcel ID Number(s)

RESOLUTION NO. 3-98

CERTIFICATION

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

Dated this 24th day of April, 2009.



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

RESOLUTION 3- 98

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

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

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

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

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

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

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

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

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

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

page 2

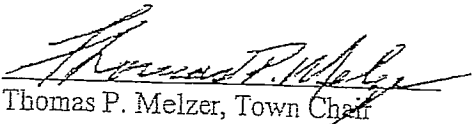
BE IT FURTHER RESOLVED that pursuant to Section 66.068 of the Wisconsin Statutes, the Mt. Pleasant Storm Water Utility District Commission is hereby created and shall be responsible for management and administration of the Utility District, subject to any approval, reporting or other requirements or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

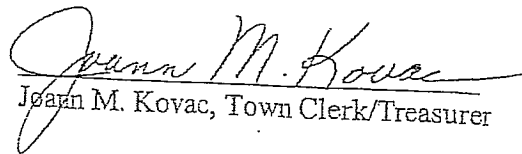
BE IT FURTHER RESOLVED that the Mt. Pleasant Storm Water Utility District Commission shall consist of three (3) Commissioners duly appointed by the Town Board. The initial Commissioners shall serve until their successors are appointed by the Town Board.

Dated this 26th day of January, 1998

Approved:

Attest:


Thomas P. Melzer, Town Chair


Joann M. Kovac, Town Clerk/Treasurer

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

PLEASE TAKE NOTICE:

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

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

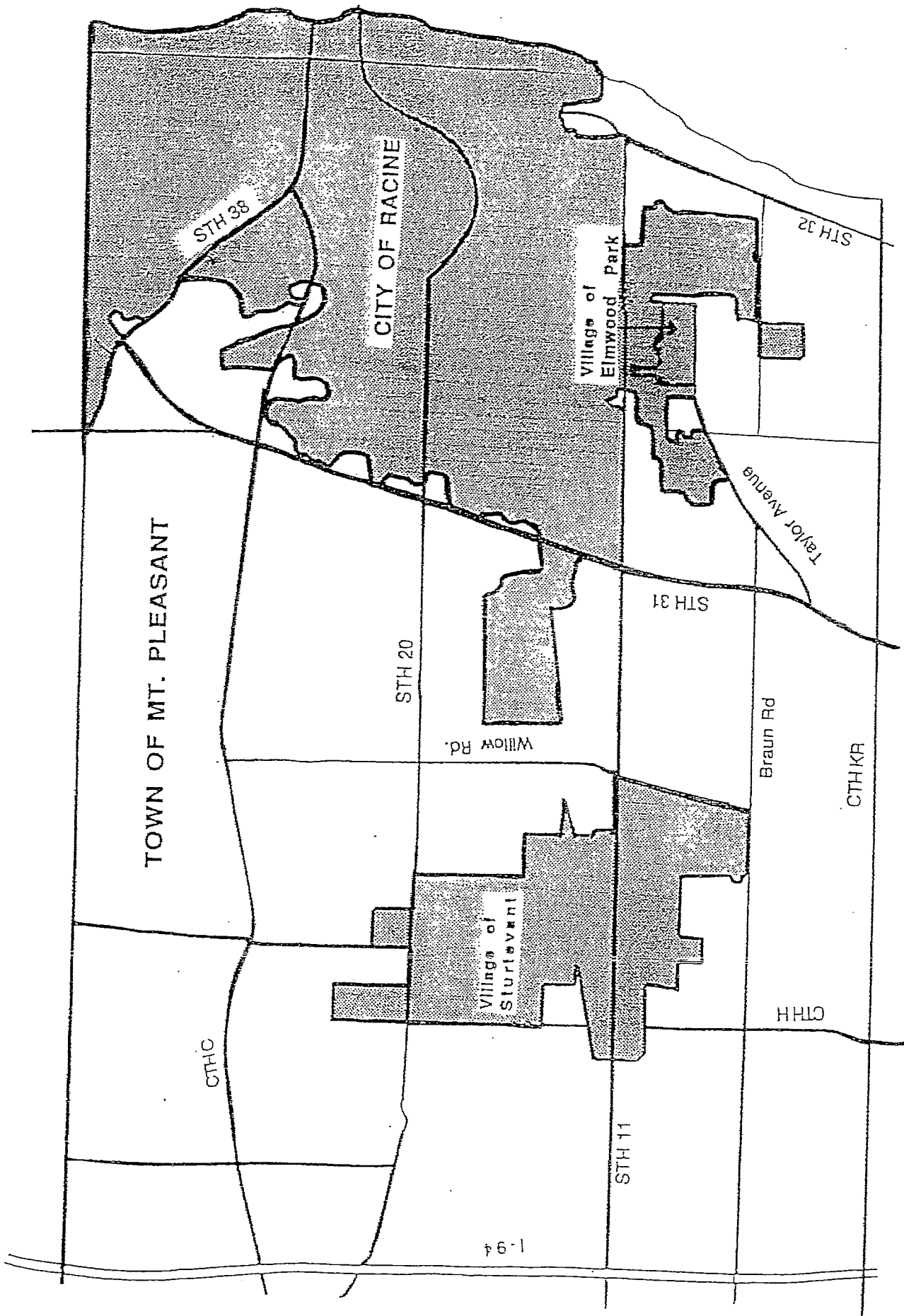
At such hearing all interested persons may be present and offer objections, criticisms or suggestions to the necessity of the proposed utility district and dissolution of the Mt. Pleasant Storm Water Drainage District No. 1 as outlined, and to question whether their property will be benefited by the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

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

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

DESCRIPTION

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



3741 151032213087000	3742 151032213088000	3743 151032213089000	3744 151032213090000	3745 151032213091000
3746 151032213092000	3747 151032213093000	3748 151032213094000	3749 151032213095000	3750 151032213096000
3751 151032213097000	3752 151032213099000	3753 151032213100000	3754 151032213102010	3755 151032213103000
3756 151032213104000	3757 151032213105000	3758 151032213106000	3759 151032213112000	3760 151032213114000
3761 151032213115030	3762 151032213115050	3763 151032213115070	3764 151032213115080	3765 151032213115090
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3771 151032213116201	3772 151032213116202	3773 151032213116203	3774 151032213116204	3775 151032213117101
3776 151032213117102	3777 151032213117103	3778 151032213117201	3779 151032213117202	3780 151032213117203
3781 151032213118000	3782 151032213119000	3783 151032213120000	3784 151032213121010	3785 151032213121020
3786 151032213122000	3787 151032213123000	3788 151032213124000	3789 151032213124001	3790 151032213125000
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3796 151032213131000	3797 151032213132000	3798 151032213135010	3799 151032213135020	3800 151032213135030
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3956 151032213355000	3957 151032213356000	3958 151032213357000	3959 151032213358000	3960 151032213359000

Connie C. Madsen

CONNIE COBB MADSEN
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00

MORTGAGE

DOCUMENT NUMBER:

**The above recording information verifies
this document has been electronically recorded**
Returned to Merit Title LLC
Pages: 9

RETURN ADDRESS:

Town Bank
850 W. North Shore Dr.
Hartland, WI 53029

PARCEL I.D. NUMBER: 151 032213143000 (Parcel 1) and 151 032213135030 (Parcel 2)

THIS MORTGAGE dated August 30, 2019, is made and executed between i1320 Management LLC, whose address is 1320 S Green Bay Road, Mount Pleasant, WI 53406 (referred to below as "Grantor") and Town Bank, whose address is 850 W. North Shore Dr., Hartland, WI 53029 (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:

Parcel 1:

That part of the Southwest 1/4 of Section 13, Town 3 North, Range 22 East, in the Village of Mt. Pleasant, Racine County, Wisconsin, described as follows: Commence at the intersection of the centerline of State Trunk Highway 20 and the centerline of State Trunk Highway 31; run thence South 16° 24' 34" West 711.50 feet on the center line of said Highway 31 to the Southeast corner of lands described in Volume 780 of Records, Page 571; thence North 88° 19' 26" West 51.70 feet on the South line of said lands as described in Volume 780 of Records, Page 571 to the place of beginning of this description; continue thence North 88° 19' 26" West 300.00 feet on said South line projected; thence South 1° 11' 26" East 175.00 feet; thence South 88° 19' 26" East 59.36 feet; thence South 1° 11' 26" East 18.66 feet; thence South 88° 19' 26" East 180.10 feet to the Westerly line of right of way of said Highway 31; thence North 16° 24' 34" East 200.00 feet on said right of way line to the point of beginning.

Parcel 2:

Parcel C of Certified Survey Map No. 1480, recorded on July 18, 1990, in Volume 4 of Certified Survey Maps, Page 568, as Document No. 1315531, being that part of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, in the Village of Mt. Pleasant, Racine County, Wisconsin.

The Real Property or its address is commonly known as 1320 S Green Bay Road and 5625 Washington Avenue, Mount Pleasant, WI 53406. The Real Property tax identification number is 151 032213143000 (Parcel 1) and 151 032213135030 (Parcel 2).

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.

FUTURE ADVANCES. In addition to the Note, this Mortgage secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY,

MORTGAGE (Continued)

Page 2

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 restructuring of the legal entity (whether by merger, division or otherwise) or 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,

MORTGAGE (Continued)

Page 3

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 and the cost exceeds \$1,000.00. 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 ten (10) 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 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. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$1,000.00. 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.

MORTGAGE (Continued)

Page 4

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,

MORTGAGE (Continued)

Page 5

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, including without limitation all future advances, 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.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

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.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, 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 of any of the Indebtedness or any Guarantor 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.

Right to Cure. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

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:

MORTGAGE (Continued)

Page 6

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

MORTGAGE (Continued)

Page 7

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 i1320 Management LLC 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 i1320 Management LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor 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

**MORTGAGE
(Continued)**

Page 8

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 the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

Lender. The word "Lender" means Town 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 August 30, 2019, **in the original principal amount of \$750,000.00** 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. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

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:

i1320 MANAGEMENT LLC

By: 

Vivek Vasudeva, Sole Manager of i1320 Management LLC

This Mortgage was drafted by: Loan Operations, Loan Documentation Administrator

Complete either Authentication Section or Acknowledgment Section

AUTHENTICATION

Signature(s) of i1320 Management LLC authenticated this _____ day of _____, 20_____.

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

MORTGAGE
(Continued)

Page 9

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Wisconsin)
) SS
COUNTY OF Milwaukee)

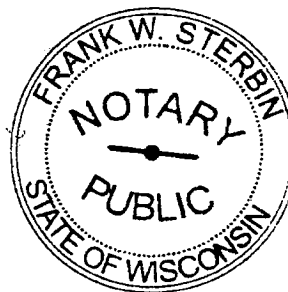
On this 30th day of August, 20 19, before me, the undersigned Notary Public, personally appeared Vivek Vasudeva, Sole Manager of i1320 Management LLC, and known to me to be a member or designated agent of the limited liability company that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the limited liability company.

By [Signature]
Frank W. Sterbin
[Type or Print Name]

Residing at _____

Notary Public in and for the State of Wisconsin

My commission expires 12/1/20



drafted by:
William Dollner

Connie C. Madsen

CONNIE COBB MADSEN
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00

ASSIGNMENT OF RENTS

DOCUMENT NUMBER:

**The above recording information verifies
this document has been electronically recorded**
Returned to Merit Title LLC
Pages: 6

RETURN ADDRESS:

Town Bank
850 W. North Shore Dr.
Hartland, WI 53029

PARCEL I.D. NUMBER: 151 032213143000 (Parcel 1) and 151 032213135030 (Parcel 2)

THIS ASSIGNMENT OF RENTS dated August 30, 2019, is made and executed between i1320 Management LLC, whose address is 1320 S Green Bay Road, Mount Pleasant, WI 53406 (referred to below as "Grantor") and Town Bank, whose address is 850 W. North Shore Dr., Hartland, WI 53029 (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:

Parcel 1:

That part of the Southwest 1/4 of Section 13, Town 3 North, Range 22 East, in the Village of Mt. Pleasant, Racine County, Wisconsin, described as follows: Commence at the intersection of the centerline of State Trunk Highway 20 and the centerline of State Trunk Highway 31; run thence South 16° 24' 34" West 711.50 feet on the center line of said Highway 31 to the Southeast corner of lands described in Volume 780 of Records, Page 571; thence North 88° 19' 26" West 51.70 feet on the South line of said lands as described in Volume 780 of Records, Page 571 to the place of beginning of this description; continue thence North 88° 19' 26" West 300.00 feet on said South line projected; thence South 1° 11' 26" East 175.00 feet; thence South 88° 19' 26" East 59.36 feet; thence South 1° 11' 26" East 18.66 feet; thence South 88° 19' 26" East 180.10 feet to the Westerly line of right of way of said Highway 31; thence North 16° 24' 34" East 200.00 feet on said right of way line to the point of beginning.

Parcel 2:

Parcel C of Certified Survey Map No. 1480, recorded on July 18, 1990, in Volume 4 of Certified Survey Maps, Page 568, as Document No. 1315531, being that part of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, in the Village of Mt. Pleasant, Racine County, Wisconsin.

The Property or its address is commonly known as 1320 S Green Bay Road and 5625 Washington Avenue, Mount Pleasant, WI 53406. The Property tax identification number is 151 032213143000 (Parcel 1) and 151 032213135030 (Parcel 2).

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.

FUTURE ADVANCES. In addition to the Note, this Assignment secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Assignment secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon.

ASSIGNMENT OF RENTS (Continued)

Page 2

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

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

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

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

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

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

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

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

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

ASSIGNMENT OF RENTS (Continued)

Page 3

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

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

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

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

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

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

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.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, 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 of any of the Indebtedness or any Guarantor 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.

Cure Provisions. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

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

ASSIGNMENT OF RENTS (Continued)

Page 4

expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

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

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

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

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

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

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.

ASSIGNMENT OF RENTS (Continued)

Page 5

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 i1320 Management LLC.

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.

Grantor. The word "Grantor" means i1320 Management LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor 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 the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Assignment.

Lender. The word "Lender" means Town Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated August 30, 2019, in the original principal amount of **\$750,000.00** 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.

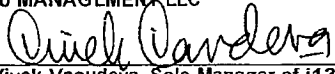
Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now 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 AUGUST 30, 2019.

GRANTOR:

i1320 MANAGEMENT LLC

By: 

Vivek Vasudeva, Sole Manager of i1320 Management LLC

This ASSIGNMENT OF RENTS was drafted by: Loan Operations, Loan Documentation Administrator

ASSIGNMENT OF RENTS
(Continued)

Page 6

Complete either Authentication Section or Acknowledgment Section

AUTHENTICATION

Signature(s) of i1320 Management LLC authenticated this _____ day of _____, 20____.

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Wisconsin)
) SS
COUNTY OF Milwaukee)

On this 30th day of August, 20 19, before me, the undersigned Notary Public, personally appeared Vivek Vasudeva, Sole Manager of i1320 Management LLC, and known to me to be a member or designated agent of the limited liability company that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the limited liability company.

By [Signature]
Frank W. Sterbin
[Type or Print Name]

Residing at _____

Notary Public in and for the State of Wisconsin

My commission expires 12/1/20



drafted by
William Dallner

Connie C. Madsen

CONNIE COBB MADSEN
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00

ASSIGNMENT OF RENTS

DOCUMENT NUMBER:

**The above recording information verifies
this document has been electronically recorded**
Returned to Merit Title LLC
Pages: 6

RETURN ADDRESS:

Town Bank
850 W. North Shore Dr.
Hartland, WI 53029

PARCEL I.D. NUMBER: 151 032213143000 (Parcel 1) and 151 032213135030 (Parcel 2)

THIS ASSIGNMENT OF RENTS dated August 30, 2019, is made and executed between i1320 Management LLC, whose address is 1320 S Green Bay Road, Mount Pleasant, WI 53406 (referred to below as "Grantor") and Town Bank, whose address is 850 W. North Shore Dr., Hartland, WI 53029 (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:

Parcel 1:

That part of the Southwest 1/4 of Section 13, Town 3 North, Range 22 East, in the Village of Mt. Pleasant, Racine County, Wisconsin, described as follows: Commence at the intersection of the centerline of State Trunk Highway 20 and the centerline of State Trunk Highway 31; run thence South 16° 24' 34" West 711.50 feet on the center line of said Highway 31 to the Southeast corner of lands described in Volume 780 of Records, Page 571; thence North 88° 19' 26" West 51.70 feet on the South line of said lands as described in Volume 780 of Records, Page 571 to the place of beginning of this description; continue thence North 88° 19' 26" West 300.00 feet on said South line projected; thence South 1° 11' 26" East 175.00 feet; thence South 88° 19' 26" East 59.36 feet; thence South 1° 11' 26" East 18.66 feet; thence South 88° 19' 26" East 180.10 feet to the Westerly line of right of way of said Highway 31; thence North 16° 24' 34" East 200.00 feet on said right of way line to the point of beginning.

Parcel 2:

Parcel C of Certified Survey Map No. 1480, recorded on July 18, 1990, in Volume 4 of Certified Survey Maps, Page 568, as Document No. 1315531, being that part of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, in the Village of Mt. Pleasant, Racine County, Wisconsin.

The Property or its address is commonly known as 1320 S Green Bay Road and 5625 Washington Avenue, Mount Pleasant, WI 53406. The Property tax identification number is 151 032213143000 (Parcel 1) and 151 032213135030 (Parcel 2).

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.

FUTURE ADVANCES. In addition to the Note, this Assignment secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Assignment secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon.

ASSIGNMENT OF RENTS (Continued)

Page 2

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

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

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

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

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

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

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

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

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

ASSIGNMENT OF RENTS (Continued)

Page 3

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

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

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

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

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

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

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.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, 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 of any of the Indebtedness or any Guarantor 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.

Cure Provisions. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

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

ASSIGNMENT OF RENTS (Continued)

Page 4

expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

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

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

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration 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.

ASSIGNMENT OF RENTS (Continued)

Page 5

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 i1320 Management LLC.

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.

Grantor. The word "Grantor" means i1320 Management LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor 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 the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Assignment.

Lender. The word "Lender" means Town Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated August 30, 2019, in the original principal amount of **\$600,000.00** 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 AUGUST 30, 2019.

GRANTOR:

i1320 MANAGEMENT LLC

By:


Vivek Vasudeva, Sole Manager of i1320 Management LLC

This ASSIGNMENT OF RENTS was drafted by: Loan Operations, Loan Documentation Administrator

ASSIGNMENT OF RENTS
(Continued)

Page 6

Complete either Authentication Section or Acknowledgment Section

AUTHENTICATION

Signature(s) of 11320 Management LLC authenticated this _____ day of _____, 20____.

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Wisconsin)
) SS
COUNTY OF Milwaukee)

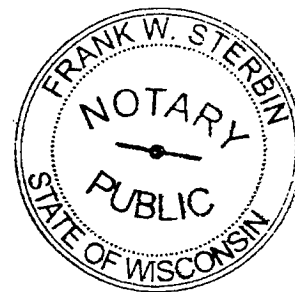
On this 30th day of August, 20 19, before me, the undersigned Notary Public, personally appeared Vivek Vasudeva, Sole Manager of 11320 Management LLC, and known to me to be a member or designated agent of the limited liability company that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the limited liability company.

By [Signature]
Frank W. Sterbin
[Type or Print Name]

Residing at _____

Notary Public in and for the State of Wisconsin

My commission expires 12/1/20



drafted by: William Dallner

DOCUMENT NO.

REAL ESTATE MORTGAGE

(Use For Consumer or Business Transactions)

i1320 Management LLC, a Wisconsin limited liability company

("Mortgagor," whether one or more), whose address is 1320 S. Green Bay Road, Mount Pleasant, WI 53406-4402

mortgages, conveys, assigns, grants a security interest in and warrants to Racine County Economic Development Corporation, 2320 Renaissance Blvd., Sturtevant, WI 53177

("Lender")

in consideration of the sum of Six Hundred Nineteen Thousand Dollars and No Cents Dollars (\$619,000.00), loaned or to be loaned to Mortgagor ("Borrower,"

whether one or more) by

Lender, evidenced by Borrower's note(s) or agreement(s) dated October 3, 2019

the real estate described below, together with all privileges, hereditaments, easements and appurtenances, all water rights, all rents, leases, issues and profits, all claims, awards and payments made as a result of the exercise of the right of eminent domain, all existing and future improvements and all goods that are or are to become fixtures (all called the "Property") to secure the Obligations described in paragraph 5, including, but not limited to, repayment of the sum stated above plus certain other debts, obligations and liabilities arising out of past, present and future credit granted by Lender. **SINCE THIS MORTGAGE SECURES ALL OBLIGATIONS DESCRIBED IN PARAGRAPH 5, IT IS ACKNOWLEDGED AND AGREED THAT THIS MORTGAGE MAY SECURE OBLIGATIONS FROM TIME TO TIME IN A DOLLAR AMOUNT GREATER THAN THE DOLLAR AMOUNT STATED ABOVE.**

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

1. Description of Property. (This Property is not the homestead of Mortgagor.)
(is) (is not)

See Attached Exhibit A

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

- a. When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b. CDC or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

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

- ☐ If checked here, description continues or appears on attached sheet(s).
☐ If checked here, this Mortgage is a construction mortgage.
☐ If checked here, Condominium Rider is attached.

2. Title. Mortgagor warrants title to the Property, excepting only restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due and mortgage in favor of Town Bank

3. Escrow. Interest will not be paid on escrowed funds if an escrow is required under paragraph 8(a).
(will) (will not)

4. Additional Provisions. This Mortgage includes the additional provisions below on pages 2 and 3, which are made a part of this Mortgage.

Document # **2534666**
RACINE COUNTY REGISTER OF DEEDS
October 28, 2019 02:40 PM

Connie C. Madsen

CONNIE COBB MADSEN
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00

**The above recording information verifies
this document has been electronically recorded**
Returned to Stafford Rosenbaum LLP
Pages: 4

Recording Area

Name and Return Address

Racine County Economic Development Corporation
Attn: Natalie
2320 Renaissance Blvd.
Sturtevant, WI 53177

151 032213143000 and 151 032213135030
Parcel Identifier Number

ADDITIONAL PROVISIONS

5. Mortgage as Security. This Mortgage secures prompt payment to Lender of (a) the sum stated in the first paragraph of this Mortgage, plus interest and charges, according to the terms of the promissory note(s) or agreement(s) of Borrower to Lender identified in the first paragraph of this Mortgage, and any extensions, renewals or modifications of such promissory note(s) or agreement(s), plus (b) to the extent not prohibited by the Wisconsin Consumer Act, if applicable, all other debts, obligations and liabilities arising out of credit previously granted, credit contemporaneously granted and credit granted in the future primarily for personal, family or household purposes by Lender to any Mortgagor, to any Mortgagor and another or to another guaranteed or endorsed by any Mortgagor and agreed in documents evidencing the transaction to be secured by this Mortgage, plus all interest and charges, plus (c) all other debts, obligations and liabilities arising out of credit previously granted, credit contemporaneously granted and credit granted in the future other than primarily for personal, family or household purposes by Lender to any Mortgagor, any Mortgagor and another or to another guaranteed or endorsed by any Mortgagor, plus all interest and charges, plus (d) to the extent not prohibited by the Wisconsin Consumer Act or Chapter 428, Wisconsin Statutes, if applicable, all costs and expenses of collection or enforcement (all called the "Obligations"). This Mortgage also secures the performance of all covenants, conditions and agreements contained in this Mortgage. Unless otherwise required by law, Lender will satisfy this Mortgage upon request by Mortgagor if (a) the Obligations have been paid according to their terms, (b) any commitment to make future advances secured by this Mortgage has terminated, (c) Lender has terminated any line of credit under which advances are to be secured by this Mortgage, and (d) all other payments required under this Mortgage and the Obligations and all other terms, conditions, covenants, and agreements contained in this Mortgage and the documents evidencing the Obligations have been paid and performed.

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

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

8. Mortgagor's Covenants. Mortgagor covenants:

- (a) **Escrow.** If an escrow is required by Lender, to pay Lender sufficient funds, at such times as Lender designates, to pay when due (1) the estimated annual real estate taxes and assessments on the Property, (2) all property and hazard insurance premiums, (3) flood insurance premiums, if any, (4) if payments owed under the Obligations are guaranteed by mortgage guaranty insurance, the premiums necessary to pay for such insurance, and (5) other items agreed to be included in the escrow. Lender may, at any time, collect and hold such escrow funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Mortgagor's escrow account under the federal Real Estate Settlement Procedures Act of 1974, as amended from time to time, if applicable. Lender may estimate the amount of escrow funds due on the basis of current data and reasonable estimates of future expenditures of future escrow account funds or as otherwise required by applicable law. Lender shall apply the escrowed funds against taxes, assessments and insurance premiums when due or as otherwise required by law. Escrowed funds may be commingled with Lender's general funds. If the escrowed funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Mortgagor for the excess escrowed funds in a manner determined by Lender or as otherwise required by applicable law. If the escrowed funds held by Lender at any time are not sufficient to pay the escrow account items when due, Lender may notify Mortgagor in writing, and Mortgagor shall pay to Lender the amount necessary to make up the deficiency in a manner determined by Lender or as otherwise required by applicable law;
- (b) **Condition and Repair.** To keep the Property in good and tenantable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures;
- (c) **Liens.** To keep the Property free from liens and encumbrances superior to the lien of this Mortgage and not described in paragraph 2;
- (d) **Other Mortgages.** To perform all of Mortgagor's obligations and duties under any other mortgage or security agreement on the Property and any obligation to pay secured by such a mortgage or security agreement;
- (e) **Waste.** Not to commit waste or permit waste to be committed upon the Property or abandon the Property;
- (f) **Conveyance.** Not to sell, assign, lease, mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Property, or permit the same to occur without the prior written consent of Lender and, without notice to Mortgagor, Lender may deal with any transferee as to its interest in the same manner as with Mortgagor, without in any way discharging the liability of Mortgagor under this Mortgage or the Obligations;
- (g) **Alteration or Removal.** Not to remove, demolish or materially alter any part of the Property, without Lender's prior written consent, except Mortgagor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility;
- (h) **Condemnation.** To pay to Lender all compensation received for the taking of the Property, or any part, by condemnation proceeding (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Lender determines to rebuilding of the Property or to the Obligations in the inverse order of their maturities (without penalty for prepayment);
- (i) **Inspection.** Lender and its authorized representatives may enter the Property at reasonable times to inspect it, and at Lender's option to repair or restore the Property and to conduct environmental assessments and audits of the Property;
- (j) **Laws.** To comply with all laws, ordinances and regulations affecting the Property;
- (k) **Subrogation.** That Lender is subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the note(s) or agreement(s) identified in the first paragraph of this Mortgage; and
- (l) **Leases.** To pay and perform all obligations and covenants under and pursuant to the terms of each lease of all or any part of the Property required of Mortgagor, and to not cancel, accept a surrender of, modify, consent to an assignment of the lessee's interest under, or make any other assignment or other disposition of, any lease of all or any part of the Property or any interest of Mortgagor in the lease and to not collect or accept any payment of rent more than one month before it is due and payable.

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

Mortgagor shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

10. Authority of Lender to Perform for Mortgagor. If Mortgagor fails to perform any of Mortgagor's duties set forth in this Mortgage, including, without limitation, preserving and insuring the Property, not committing waste or abandoning the Property, keeping the Property free of liens or encumbrances other than those approved by Lender, keeping the Property in good and tenantable condition and repair, and complying with all laws, ordinances and regulations affecting the Property, Lender may after giving Mortgagor any notice and opportunity to perform which are required by law, perform the covenants or duties or cause them to be performed, or take such other action as may be necessary to protect Lender's interest in the Property and to secure and repair the Property. Unless prohibited by the Wisconsin Consumer Act, if applicable, such actions may include, without limitation, assessing the value of the Property, paying liens that become superior to this Mortgage and making any other payments required, signing Mortgagor's name, engaging an attorney, appearing in court and paying reasonable attorneys fees, and entering the Property to make repairs, change locks, replace and board up doors and windows, drain water from pipes, eliminate building code violations and dangerous conditions and maintain appropriate utilities to the Property. Any such amounts expended by Lender shall be due on demand and secured by this Mortgage, bearing interest at the highest rate stated in any document evidencing an Obligation, but not in excess of the maximum rate permitted by law, from the date of expenditure by Lender to the date of payment by Mortgagor.

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

12. Waiver and Consent. Lender may waive any default without waiving any other subsequent or prior default by Mortgagor. Unless prohibited by the Wisconsin Consumer Act, if applicable, each Mortgagor who is not also a Borrower expressly consents to and waives notice of the following without affecting the liability of any such Mortgagor: (a) the creation of any present or future Obligations, default under any Obligations, proceedings to collect from any Borrower or anyone else, (b) any surrender, release, impairment, sale or other disposition of any security or collateral for the Obligations, (c) any release or agreement not to sue any guarantor or surety of the Obligations, (d) any failure to perfect Lender's security interest in or realize upon any security or collateral for the Obligations, (e) any failure to realize upon any of the Obligations or to proceed against any Borrower or any guarantor or surety, (f) any renewal or extension of the time of payment, (g) any determination of the allocation and application of payments and credits and acceptance of partial payments, (h) any application of the proceeds of disposition of any collateral for the Obligations to any obligation of any Borrower secured by such collateral in such order and amounts as it elects, (i) any determination of what, if anything, may at any time be done with reference to any security or collateral, and (j) any settlement or compromise of the amount due or owing or claimed to be due or owing from any Borrower, guarantor or surety.

13. Assignment of Rents and Leases. Mortgagor conveys, assigns and transfers to Lender, as additional security for the Obligations, all leases of all or any part of the Property, whether oral or written, now or hereafter entered into by Mortgagor, together with any and all extensions and renewals of any leases, and all rents which become or remain due or are paid under any agreement or lease for the use or occupancy of any part or all of the Property. Until the occurrence of an event of default under this Mortgage or any Obligation, Mortgagor has a license to collect the rents, issues and profits (the "Rents") from the Property. To the extent not prohibited by the Wisconsin Consumer Act, if applicable, upon or at any time after the occurrence of such an event of default and the expiration of any applicable cure period described in paragraph 11, and lapse of any applicable grace, notice or cure period provided in any document evidencing such Obligation, the license granted Mortgagor to collect the Rents shall automatically and immediately terminate and Mortgagor shall hold all Rents (whether paid before or after an event of default) in trust for the use and benefit of Lender, and Lender may, at its option, without any further notice, either in person or by agent, with or without taking possession of or entering the Property, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, collect all of the Rents payable under the leases. All such payments shall be applied in such manner as Lender determines to payments required under this Mortgage and the Obligations. To the extent not prohibited by the Wisconsin Consumer Act, if applicable, this assignment shall be enforceable and Lender shall be entitled to take any action to enforce the assignment (including notice to the tenants to pay directly to Lender or the commencement of a foreclosure action) without seeking or obtaining the appointment of a receiver or possession of the Property. Any entering upon and taking possession of the Property, any collection of Rents, and any application of Rents as allowed by this Mortgage shall not cure or waive any default or waive, modify or affect notice of default under this Mortgage or invalidate any act done pursuant to such notice, and not in any way operate to prevent Lender from pursuing any other remedy which it now or hereafter may have under the terms or conditions of this Mortgage, any document evidencing any Obligation or any other instrument securing the Obligations.

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

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

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

17. Expenses. To the extent not prohibited by the Wisconsin Consumer Act or Chapter 428, Wisconsin Statutes, if applicable, Mortgagor shall pay all reasonable costs and expenses before and after judgment, including without limitation, attorneys' fees, appraisal fees, fees and expenses for environmental assessments, inspections and audits, and fees and expenses for obtaining title evidence incurred by Lender in protecting or enforcing its rights under this Mortgage.

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

19. Interpretation. The validity, construction and enforcement of this Mortgage are governed by the internal laws of Wisconsin except to the extent such laws are preempted by federal law. All references in this Mortgage to sections of the Wisconsin Statutes are to those sections as they may be renumbered from time to time. Invalidity of any provision of this Mortgage will not affect the validity of any other provision.

20. Entire Agreement. This Mortgage is intended by Lender and Mortgagor as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Mortgage. To the extent not prohibited by the Wisconsin Consumer Act, if applicable, this Mortgage may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of Lender and Mortgagor. There are no oral agreements among Lender and Mortgagor. This Mortgage may not be supplemented or modified except in writing signed by Lender and Mortgagor.

21. Other Provisions. (If none are stated below, there are no other provisions.)

The undersigned agrees to the terms of this Mortgage and acknowledges receipt of an exact copy of this Mortgage.

NOTICE TO CUSTOMER IN A TRANSACTION GOVERNED BY THE WISCONSIN CONSUMER ACT

- (a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON ALL THREE PAGES, EVEN IF OTHERWISE ADVISED.
- (b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
- (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
- (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

Signed and Sealed October 3, 2019
(Date)

i1320 Management LLC (SEAL)

Limited Liability Company
(Type of Organization)

Wisconsin
(State of Organization)

Organizational ID Number, if any

By: Vivek Vasudeva

* Vivek Vasudeva, Manager

*
(Title)

(SEAL)

*

(SEAL)

*

(SEAL)

*

*

(SEAL)

ACKNOWLEDGMENT

STATE OF WISCONSIN } ss.

County of Racine

This instrument was acknowledged before me on October 3, 2019

by Vivek Vasudeva
(Name(s) of person(s))

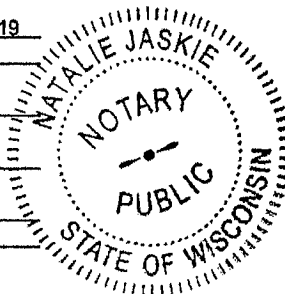
as Manager
(Type of authority, e.g., officer, trustee, etc., if any)

of i1320 Management LLC
(Name of party on behalf of whom instrument was executed, if any)

Natalie Jaskie
Natalie Jaskie

Notary Public, Wisconsin

My Commission (Expires) (Is)



This document was drafted by:
Laura Callan
Stafford Rosenbaum LLP

State Bar of Wisconsin Form 00-2011
CORRECTION INSTRUMENT

Under Wis. Stat. § 706.085

Document Number

Document Name

Document # **2534713**
RACINE COUNTY REGISTER OF DEEDS
October 29, 2019 09:29 AM

Connie C. Madsen

CONNIE COBB MADSEN
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00

**The above recording information verifies
this document has been electronically recorded**
Returned to Stafford Rosenbaum LLP
Pages: 6

Undersigned hereby states that a certain document ("conveyance") titled as
Real Estate Mortgage (type of document), and
executed between i1320 Management LLC, Grantor, and
Racine County Economic *, Grantee, was recorded in Racine
County, Wisconsin, on October 28, 2019, in volume _____, page
_____, as document number 2534666, and contained the following error:

Legal description (Exhibit A) was not attached.

*Development Corporation

Undersigned makes this Correction Instrument for the purpose of correcting the
conveyance as follows:

Exhibit A is attached

Recording Area

Name and Return Address

Laura E. Callan
Stafford Rosenbaum LLP
P.O. Box 1784
Madison, WI 53701-1784

The basis for Undersigned's personal knowledge is (check one):

- ☐ Undersigned is the Grantor/Grantee of the property described in the conveyance.
☒ Undersigned is the drafter of the conveyance that is the subject of the Correction Instrument
☐ Undersigned is the settlement agent in the transaction that is the subject of this Correction Instrument
☐ Other (Explain):

See Exhibit A

Parcel Identification Number (PIN)

A copy of the conveyance (in part or whole) ☒ is ☐ is not attached to this Correction Instrument (if a copy of the conveyance is not
attached, attach the legal description).

Undersigned has sent notice of the execution and recording of this Correction Instrument by 1st class mail to all parties to the
transaction that was the subject of the conveyance at their last known addresses.

Dated October 28, 2019

[Signature] (SEAL)
* Laura E. Callan

AUTHENTICATION

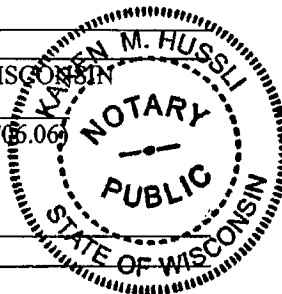
Signature of _____
authenticated on _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
DANE COUNTY)

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

THIS INSTRUMENT DRAFTED BY:
Laura E. Callan
Stafford Rosenbaum LLP



Personally came before me on October 28, 2019
the above-named Laura E. Callan
to me known to be the person who executed the foregoing
instrument and acknowledged the same.
[Signature]
* Karen M. Hussli
Notary Public, State of Wisconsin
My Commission (~~is permanent~~) (expires: 10/24/22)

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

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

CORRECTION INSTRUMENT

STATE BAR OF WISCONSIN

FORM NO. 00-2011

* Type name below signatures.

EXHIBIT A

Parcel 1

That part of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, in the Village of Mount Pleasant, Racine County, Wisconsin, described as follows:

Commence at the intersection of the centerline of State Trunk Highway 20 and the center line of State Trunk Highway 31; run thence South 16° 24' 34" West, 711.50 feet on the centerline of said Highway 31 to the Southeast corner of lands described in Volume 780 of Records on page 571; thence North 88° 19' 26" West, 51.70 feet on the South line of said lands as described in Volume 780 of Records on page 571, to the place of beginning of this description; continue thence North 88° 19' 26" West, 300.00 feet on said South line projected; thence South 1° 11' 26" East, 175.00 feet; thence South 88° 19' 26" East, 59.36 feet; thence South 1° 11' 26" East, 18.66 feet; thence South 88° 19' 26" East, 180.10 feet to the Westerly line of right-of-way of said Highway 31; thence North 16° 24' 34" East, 200.00 feet on said right-of-way line to the point of beginning.

Parcel 2

Parcel C of Certified Survey Map No. 1480 recorded in the Racine County Register of Deeds office on July 18, 1990 in Volume 4 of Certified Survey Maps on page 568, as Document No. 1315531, being that part of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, Village of Mount Pleasant, Racine County, Wisconsin.

Corrected by an Affidavit of Correction recorded February 19, 1996 in Volume 2510 of Records on page 761, as Document No. 1528242.

For informational purposes only

Property Address: 1320 South Green Bay Road (Parcel 1) and 5625 Washington Avenue (Parcel 2), Mount Pleasant, WI 53406

Tax Key No.: 151-03-22-13-143-000 (Parcel 1) and 151-03-22-13-135-030 (Parcel 2)



DOCUMENT NO.

REAL ESTATE MORTGAGE

(Use For Consumer or Business Transactions)

1320 Management LLC, a Wisconsin limited liability company

("Mortgagor," whether one or more), whose address is 1320 S. Green Bay Road, Mount Pleasant, WI 53406-4402

mortgages, conveys, assigns, grants a security interest in and warrants to Racine County Economic Development Corporation, 2320 Renaissance Blvd., Sturtevant, WI 53177

("Lender")

in consideration of the sum of Six Hundred Nineteen Thousand Dollars and No Cents Dollars (\$619,000.00), loaned or to be loaned to Mortgagor ("Borrower,"

whether one or more) by

Lender, evidenced by Borrower's note(s) or agreement(s) dated October 3, 2019

the real estate described below, together with all privileges, hereditaments, easements and appurtenances, all water rights, all rents, leases, issues and profits, all claims, awards and payments made as a result of the exercise of the right of eminent domain, all existing and future improvements and all goods that are or are to become fixtures (all called the "Property") to secure the obligations described in paragraph 5, including, but not limited to, repayment of the sum stated above plus certain other debts, obligations and liabilities arising out of past, present and future credit granted by Lender. **SINCE THIS MORTGAGE SECURES ALL OBLIGATIONS DESCRIBED IN PARAGRAPH 5, IT IS ACKNOWLEDGED AND AGREED THAT THIS MORTGAGE MAY SECURE OBLIGATIONS FROM TIME TO TIME IN A DOLLAR AMOUNT GREATER THAN THE DOLLAR AMOUNT STATED ABOVE.**

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

1. Description of Property. (This Property is not the homestead of Mortgagor.)
(is) (is not)

See Attached Exhibit A

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

- When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- CDC or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

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

- ☐ If checked here, description continues or appears on attached sheet(s).
- ☐ If checked here, this Mortgage is a construction mortgage.
- ☐ If checked here, Condominium Rider is attached.

2. Title. Mortgagor warrants title to the Property, excepting only restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due and mortgage in favor of Town Bank

3. Escrow. Interest will not be paid on escrowed funds if an escrow is required under paragraph 8(a).
(will) (will not)

4. Additional Provisions. This Mortgage includes the additional provisions below on pages 2 and 3, which are made a part of this Mortgage.

ADDITIONAL PROVISIONS

Document # 2534666
RACINE COUNTY REGISTER OF DEEDS
October 28, 2019 02:40 PM

Connie C. Madsen

CONNIE COBB MADSEN
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00

**The above recording information verifies
this document has been electronically recorded**
Returned to Stafford Rosenbaum LLP
Pages: 4

Recording Area

Name and Return Address

Racine County Economic Development Corporation
Attn: Natalie
2320 Renaissance Blvd.
Sturtevant, WI 53177

151 032213143000 and 151 032213135030
Parcel Identifier Number

6. **Mortgage as Security.** This Mortgage secures prompt payment to Lender of (a) the sum stated in the first paragraph of this Mortgage, plus interest and charges, according to the terms of the promissory note(s) or agreement(s) of Borrower to Lender identified in the first paragraph of this Mortgage, and any extensions, renewals or modifications of such promissory note(s) or agreement(s), plus (b) to the extent not prohibited by the Wisconsin Consumer Act, if applicable, all other debts, obligations and liabilities arising out of credit previously granted, credit contemporaneously granted and credit granted in the future primarily for personal, family or household purposes by Lender to any Mortgagor, to any Mortgagor and another or to another guaranteed or endorsed by any Mortgagor and agreed in documents evidencing the transaction to be secured by this Mortgage, plus all interest and charges, plus (c) all other debts, obligations and liabilities arising out of credit previously granted, credit contemporaneously granted and credit granted in the future other than primarily for personal, family or household purposes by Lender to any Mortgagor, any Mortgagor and another or to another guaranteed or endorsed by any Mortgagor, plus all interest and charges, plus (d) to the extent not prohibited by the Wisconsin Consumer Act or Chapter 428, Wisconsin Statutes, if applicable, all costs and expenses of collection or enforcement (all called the "Obligations"). This Mortgage also secures the performance of all covenants, conditions and agreements contained in this Mortgage. Unless otherwise required by law, Lender will satisfy this Mortgage upon request by Mortgagor if (a) the Obligations have been paid according to their terms, (b) any commitment to make future advances secured by this Mortgage has terminated, (c) Lender has terminated any line of credit under which advances are to be secured by this Mortgage, and (d) all other payments required under this Mortgage and the Obligations and all other terms, conditions, covenants, and agreements contained in this Mortgage and the documents evidencing the Obligations have been paid and performed.

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

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

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

- (a) **Escrow.** If an escrow is required by Lender, to pay Lender sufficient funds, at such times as Lender designates, to pay when due (1) the estimated annual real estate taxes and assessments on the Property, (2) all property and hazard insurance premiums, (3) flood insurance premiums, if any, (4) if payments owed under the Obligations are guaranteed by mortgage guaranty insurance, the premiums necessary to pay for such insurance, and (5) other items agreed to be included in the escrow. Lender may, at any time, collect and hold such escrow funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Mortgagor's escrow account under the federal Real Estate Settlement Procedures Act of 1974, as amended from time to time, if applicable. Lender may estimate the amount of escrow funds due on the basis of current data and reasonable estimates of future expenditures of future escrow account funds or as otherwise required by applicable law. Lender shall apply the escrowed funds against taxes, assessments and insurance premiums when due or as otherwise required by law. Escrowed funds may be commingled with Lender's general funds. If the escrowed funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Mortgagor for the excess escrowed funds in a manner determined by Lender or as otherwise required by applicable law. If the escrowed funds held by Lender at any time are not sufficient to pay the escrow account items when due, Lender may notify Mortgagor in writing, and Mortgagor shall pay to Lender the amount necessary to make up the deficiency in a manner determined by Lender or as otherwise required by applicable law;
- (b) **Condition and Repair.** To keep the Property in good and tenantable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures;
- (c) **Liens.** To keep the Property free from liens and encumbrances superior to the lien of this Mortgage and not described in paragraph 2;
- (d) **Other Mortgages.** To perform all of Mortgagor's obligations and duties under any other mortgage or security agreement on the Property and any obligation to pay secured by such a mortgage or security agreement;
- (e) **Waste.** Not to commit waste or permit waste to be committed upon the Property or abandon the Property;
- (f) **Conveyance.** Not to sell, assign, lease, mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Property, or permit the same to occur without the prior written consent of Lender and, without notice to Mortgagor, Lender may deal with any transferee as to its interest in the same manner as with Mortgagor, without in any way discharging the liability of Mortgagor under this Mortgage or the Obligations;
- (g) **Alteration or Removal.** Not to remove, demolish or materially alter any part of the Property, without Lender's prior written consent, except Mortgagor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility;
- (h) **Condemnation.** To pay to Lender all compensation received for the taking of the Property, or any part, by condemnation proceeding (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Lender determines to rebuilding of the Property or to the Obligations in the inverse order of their maturities (without penalty for prepayment);
- (i) **Inspection.** Lender and its authorized representatives may enter the Property at reasonable times to inspect it, and at Lender's option to repair or restore the Property and to conduct environmental assessments and audits of the Property;
- (j) **Laws.** To comply with all laws, ordinances and regulations affecting the Property;
- (k) **Subrogation.** That Lender is subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the note(s) or agreement(s) identified in the first paragraph of this Mortgage; and
- (l) **Leases.** To pay and perform all obligations and covenants under and pursuant to the terms of each lease of all or any part of the Property required of Mortgagor, and to not cancel, accept a surrender of, modify, consent to an assignment of the lessee's interest under, or make any other assignment or other disposition of, any lease of all or any part of the Property or any interest of Mortgagor in the lease and to not collect or accept any payment of rent more than one month before it is due and payable.

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

Mortgagor shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

10. **Authority of Lender to Perform for Mortgagor.** If Mortgagor fails to perform any of Mortgagor's duties set forth in this Mortgage, including, without limitation, preserving and insuring the Property, not committing waste or abandoning the Property, keeping the Property free of liens or encumbrances other than those approved by Lender, keeping the Property in good and tenable condition and repair, and complying with all laws, ordinances and regulations affecting the Property, Lender may after giving Mortgagor any notice and opportunity to perform which are required by law, perform the covenants or duties or cause them to be performed, or take such other action as may be necessary to protect Lender's interest in the Property and to secure and repair the Property. Unless prohibited by the Wisconsin Consumer Act, if applicable, such actions may include, without limitation, assessing the value of the Property, paying liens that become superior to this Mortgage and making any other payments required, signing Mortgagor's name, engaging an attorney, appearing in court and paying reasonable attorneys' fees, and entering the Property to make repairs, change locks, replace and board up doors and windows, drain water from pipes, eliminate building code violations and dangerous conditions and maintain appropriate utilities to the Property. Any such amounts expended by Lender shall be due on demand and secured by this Mortgage, bearing interest at the highest rate stated in any document evidencing an Obligation, but not in excess of the maximum rate permitted by law, from the date of expenditure by Lender to the date of payment by Mortgagor.

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

12. **Waiver and Consent.** Lender may waive any default without waiving any other subsequent or prior default by Mortgagor. Unless prohibited by the Wisconsin Consumer Act, if applicable, each Mortgagor who is not also a Borrower expressly consents to and waives notice of the following without affecting the liability of any such Mortgagor: (a) the creation of any present or future Obligations, default under any Obligations, proceedings to collect from any Borrower or anyone else, (b) any surrender, release, impairment, sale or other disposition of any security or collateral for the Obligations, (c) any release or agreement not to sue any guarantor or surety of the Obligations, (d) any failure to perfect Lender's security interest in or realize upon any security or collateral for the Obligations, (e) any failure to realize upon any of the Obligations or to proceed against any Borrower or any guarantor or surety, (f) any renewal or extension of the time of payment, (g) any determination of the allocation and application of payments and credits and acceptance of partial payments, (h) any application of the proceeds of disposition of any collateral for the Obligations to any obligation of any Borrower secured by such collateral in such order and amounts as it elects, (i) any determination of what, if anything, may at any time be done with reference to any security or collateral, and (j) any settlement or compromise of the amount due or owing or claimed to be due or owing from any Borrower, guarantor or surety.

13. **Assignment of Rents and Leases.** Mortgagor conveys, assigns and transfers to Lender, as additional security for the Obligations, all leases of all or any part of the Property, whether oral or written, now or hereafter entered into by Mortgagor, together with any and all extensions and renewals of any leases, and all rents which become or remain due or are paid under any agreement or lease for the use or occupancy of any part or all of the Property. Until the occurrence of an event of default under this Mortgage or any Obligation, Mortgagor has a license to collect the rents, issues and profits (the "Rents") from the Property. To the extent not prohibited by the Wisconsin Consumer Act, if applicable, upon or at any time after the occurrence of such an event of default and the expiration of any applicable cure period described in paragraph 11, and lapse of any applicable grace, notice or cure period provided in any document evidencing such Obligation, the license granted Mortgagor to collect the Rents shall automatically and immediately terminate and Mortgagor shall hold all Rents (whether paid before or after an event of default) in trust for the use and benefit of Lender, and Lender may, at its option, without any further notice, either in person or by agent, with or without taking possession of or entering the Property, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, collect all of the Rents payable under the leases. All such payments shall be applied in such manner as Lender determines to payments required under this Mortgage and the Obligations. To the extent not prohibited by the Wisconsin Consumer Act, if applicable, this assignment shall be enforceable and Lender shall be entitled to take any action to enforce the assignment (including notice to the tenants to pay directly to Lender or the commencement of a foreclosure action) without seeking or obtaining the appointment of a receiver or possession of the Property. Any entering upon and taking possession of the Property, any collection of Rents, and any application of Rents as allowed by this Mortgage shall not cure or waive any default or waive, modify or affect notice of default under this Mortgage or invalidate any act done pursuant to such notice, and not in any way operate to prevent Lender from pursuing any other remedy which it now or hereafter may have under the terms or conditions of this Mortgage, any document evidencing any Obligation or any other instrument securing the Obligations.

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

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

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

17. **Expenses.** To the extent not prohibited by the Wisconsin Consumer Act or Chapter 428, Wisconsin Statutes, if applicable, Mortgagor shall pay all reasonable costs and expenses before and after judgment, including without limitation, attorneys' fees, appraisal fees, fees and expenses for environmental assessments, inspections and audits, and fees and expenses for obtaining title evidence incurred by Lender in protecting or enforcing its rights under this Mortgage.

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

19. **Interpretation.** The validity, construction and enforcement of this Mortgage are governed by the internal laws of Wisconsin except to the extent such laws are preempted by federal law. All references in this Mortgage to sections of the Wisconsin Statutes are to those sections as they may be renumbered from time to time. Invalidity of any provision of this Mortgage will not affect the validity of any other provision.

20. **Entire Agreement.** This Mortgage is intended by Lender and Mortgagor as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Mortgage. To the extent not prohibited by the Wisconsin Consumer Act, if applicable, this Mortgage may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of Lender and Mortgagor. There are no oral agreements among Lender and Mortgagor. This Mortgage may not be supplemented or modified except in writing signed by Lender and Mortgagor.

21. **Other Provisions.** (If none are stated below, there are no other provisions.)

The undersigned agrees to the terms of this Mortgage and acknowledges receipt of an exact copy of this Mortgage.

NOTICE TO CUSTOMER IN A TRANSACTION GOVERNED BY THE WISCONSIN CONSUMER ACT

- (a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON ALL THREE PAGES, EVEN IF OTHERWISE ADVISED.
(b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
(c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
(d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

Signed and Sealed October 3, 2019
(Date)

11320 Management LLC (SEAL)

Limited Liability Company
(Type of Organization)

Wisconsin
(State of Organization)

Organization's ID Number, if any

By: Oueli Vasudeva

* Vivek Vasudeva, Manager

(Title)

ACKNOWLEDGMENT

STATE OF WISCONSIN

County of Racine } ss.

This instrument was acknowledged before me on October 3, 2019
by Vivek Vasudeva

(Name(s) of person(s))

as Manager

(Type of authority, e.g., officer, trustee, etc., if any)

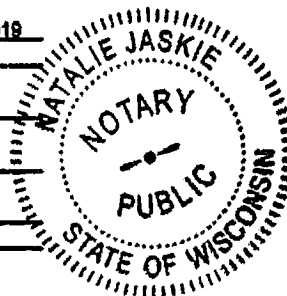
of 11320 Management LLC

(Name of party on behalf of whom instrument was executed, if any)

Natalie Jaskie
Natalie Jaskie

Notary Public, Wisconsin

My Commission Expires (Is)



This document was drafted by:
Laura Callan
Stafford Rosenbaum LLP

**ASSIGNMENT
OF MORTGAGE**

Document Number

Document # **2534714**
RACINE COUNTY REGISTER OF DEEDS
October 29, 2019 09:29 AM

Connie C. Madson

CONNIE COBB MADSEN
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00

**The above recording information verifies
this document has been electronically recorded**
Returned to Stafford Rosenbaum LLP
Pages: 2

Racine County Economic Development Corporation, Assignor, for a valuable consideration assigns to the United States Small Business Administration the Mortgage executed by i1320 Management LLC, a Wisconsin limited liability company, to Racine County Economic Development Corporation on the 3rd day of October, 2019, and recorded in the office of the Register of Deeds of Racine County, Wisconsin on October 28, 2019, as Document No. 2534666, together with the note and indebtedness it secures.

The legal description of the subject property is set forth below:

See Exhibit A attached hereto and incorporated herein.

Address: 1320 S. Green Bay Road, Mount Pleasant, WI 53406
and 5625 Washington Avenue, Mount Pleasant, WI 53406

This assignment is made without recourse.

Dated this 3rd day of October, 2019.

Recording Area

Name and Return Address

RCEDC
Attn: Natalie
2320 Renaissance Blvd.
Sturtevant, WI 53177

151 032213143000 and 151 032213135030

Parcel Identification Numbers (PIN(s))

Racine County Economic Development Corporation

By:

Jenny Trick
Jenny Trick, Assistant Treasurer

AUTHENTICATION

Signature(s) of _____
authenticated this _____ day of _____, 2019.

Laura E. Callan

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

THIS INSTRUMENT WAS DRAFTED BY:

Laura E. Callan
Stafford Rosenbaum LLP

ACKNOWLEDGMENT

STATE OF WISCONSIN)
COUNTY OF RACINE) ss.

Personally came before me this 3rd day of October, 2019, the above-named Jenny Trick to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Natalia Jaskie
Notary Public, State of Wisconsin

Natalie Jaskie
(Print or Type Name of Notary)

My Commission is permanent. (If not, state expiration date:

July 7, 2023.)

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

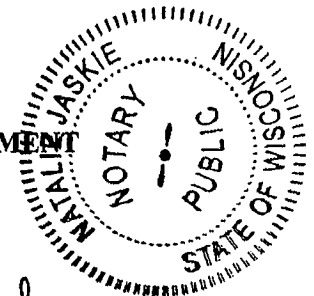


EXHIBIT A

Parcel 1

That part of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, in the Village of Mount Pleasant, Racine County, Wisconsin, described as follows:

Commence at the intersection of the centerline of State Trunk Highway 20 and the center line of State Trunk Highway 31; run thence South 16° 24' 34" West, 711.50 feet on the centerline of said Highway 31 to the Southeast corner of lands described in Volume 780 of Records on page 571; thence North 88° 19' 26" West, 51.70 feet on the South line of said lands as described in Volume 780 of Records on page 571, to the place of beginning of this description; continue thence North 88° 19' 26" West, 300.00 feet on said South line projected; thence South 1° 11' 26" East, 175.00 feet; thence South 88° 19' 26" East, 59.36 feet; thence South 1° 11' 26" East, 18.66 feet; thence South 88° 19' 26" East, 180.10 feet to the Westerly line of right-of-way of said Highway 31; thence North 16° 24' 34" East, 200.00 feet on said right-of-way line to the point of beginning.

Parcel 2

Parcel C of Certified Survey Map No. 1480 recorded in the Racine County Register of Deeds office on July 18, 1990 in Volume 4 of Certified Survey Maps on page 568, as Document No. 1315531, being that part of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, Village of Mount Pleasant, Racine County, Wisconsin.

Corrected by an Affidavit of Correction recorded February 19, 1996 in Volume 2510 of Records on page 761, as Document No. 1528242.

For informational purposes only

Property Address: 1320 South Green Bay Road (Parcel 1) and 5625 Washington Avenue (Parcel 2), Mount Pleasant, WI 53406

Tax Key No.: 151-03-22-13-143-000 (Parcel 1) and 151-03-22-13-135-030 (Parcel 2)



Connie C. Madsen

CONNIE COBB MADSEN
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00

**The above recording information verifies
this document has been electronically recorded**
Returned to Stafford Rosenbaum LLP
Pages: 10

Document Number

THIRD PARTY LENDER AGREEMENT
Title of Document

Recording Area

Name and Return Address
Racine County Economic Development Corporation
Attn: Natalie
2320 Renaissance Blvd.
Sturtevant, WI 53177

See Exhibit A

Parcel Identification Number (PIN)



THIRD PARTY LENDER AGREEMENT

THIS THIRD PARTY LENDER AGREEMENT ("Agreement") is dated this 3rd day of October, 2019, by and between Town Bank ("Third Party Lender") whose address is 5005 E. Washington Avenue, Racine, WI 53406 and Racine County Economic Development Corporation ("CDC") whose address is 2320 Renaissance Blvd., Sturtevant, WI 53177.

RECITALS

1. The Third Party Lender and CDC will provide separate loans to the Borrower and Operating Company, if any (collectively "Borrower"), according to the terms in the Authorization for Debenture Guarantee (SBA 504 Loan), as amended ("Authorization"). The Third Party Lender will provide term financing ("Third Party Loan"), and the CDC will provide a loan ("504 Loan") funded by a debenture issued by the CDC and guaranteed by the U.S. Small Business Administration ("SBA"), for purposes of financing the Project described in the Authorization, which involves the acquisition and/or improvement of the real and/or personal property described below, and in Exhibit A attached hereto and incorporated herein by reference ("Project Property"):

SBA Loan #: 39163670-1

SBA Loan Name: iDental LLC

Borrower: i1320 Management LLC

Operating Company (if any): iDental LLC

Third Party Loan Amount: \$750,000.00

Term of Third Party Loan: At least 10 years

If Real Property -- Project Property Address:

Street address: 1320 S. Green Bay Road and 5625 Washington Avenue
City, State, Zip code: Mount Pleasant, WI 53406 Mount Pleasant, WI 53406

If Personal Property: All assets and personal property of Borrower and Operating Company, now owned or hereafter acquired by Borrower or Operating Company, and all additions and accessions thereto, all spare and repair parts, special tools, equipment and replacements with respect thereto and all products and proceeds of the foregoing, wherever located and whether presently owned, existing or hereafter created or acquired.

2. The parties have required the Borrower to grant liens on the Project Property to secure the separate loans advanced by the parties ("Common Collateral"), and the lien of the CDC ("CDC Lien") will be junior and subordinate to the lien of the Third Party Lender ("Third Party Lender Lien"), unless Third Party Lender, CDC and SBA agree otherwise in writing.

TERMS AND CONDITIONS

In consideration of the above, the mutual agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Amount of Third Party Loan. The Third Party Lender represents that the Third Party Loan is fully advanced; does not exceed the amount stated in the Authorization; and, will not exceed the amount allowed by the Authorization, plus reasonable costs of collection, maintenance, and protection of the Third Party Lender Lien. Any amounts owed by Borrower to Lender in excess of the Third Party Lender Lien amount stated in the Authorization cannot be secured by a lien on the Common Collateral unless it is subordinate to the 504 Loan.

2. Subordination of 504 Loan. CDC agrees to make the 504 Loan to the Borrower, subject to SBA's approval, and accept a junior and subordinate lien position in the Common Collateral upon the conditions that Third Party Lender executes this Agreement and disburses the Third Party Loan according to the terms represented to CDC and SBA.

3. Accurate Information. The Third Party Lender warrants and represents that all information provided by the Third Party Lender to CDC, including, without limitation, all information regarding the Borrower's financial condition, is accurate to the best of its knowledge and that Third Party Lender has not withheld any material information. Third Party Lender acknowledges that for purpose of this transaction, CDC is acting on behalf of SBA, an agency in the United States Government, except that SBA accepts no liability or responsibility for any wrongful act or omission by CDC. Third Party Lender further acknowledges that any false statements to CDC can be considered false statements to the federal government under 18 U.S.C. §1001, and may subject the Third Party Lender to criminal penalties, and that CDC and SBA are relying upon the information submitted by the Third Party Lender.

4. Waiver of Provision Not to Encumber Common Collateral. Third Party Lender waives its rights to enforce, as against CDC and SBA, any provisions in its documents that prohibit Borrower from further encumbering the Common Collateral or which restrict Borrower's ability to assign its lease on, or rents, income or profits from, the Common Collateral.

5. Compliance with 504 Loan Program Requirements. Third Party Lender agrees that all documents evidencing the Third Party Loan and the Third Party Lender Lien will comply with the 504 Loan Program Requirements as established by SBA, including those identified in the following subparagraphs, and, in the event one or more of the provisions in such documents do not comply with these 504 Loan Program Requirements, Third Party Lender waives any right to enforce such provisions while the 504 Loan has any unpaid balance and agrees that it must act in a commercially reasonable manner with regard to any enforcement action.

a. No Open-Ended Features and No Future Advances. The Third Party Loan must not be open-ended. After completion of the Project, the Third Party Lender may not make future advances under the Third Party Loan except for reasonable costs of collection, maintenance, and protection of the Third Party Loan and Third Party Lender Lien.

b. No Early Call or Demand Provisions. Third Party Lender agrees that documents evidencing the Third Party Loan and the Third Party Lender Lien do not contain an early call feature or any provision which allows Third Party Lender to make demand under the Third Party Lender Loan other than when there is a material default under the terms of its Third Party Loan documents, which shall include, but not be limited to, failure to make timely payments on the Third Party Loan, failure to pay taxes when due or violation of any financial covenants which would cause a prudent lender to believe that the prospect of payment or performance of the Third Party Note is impaired.

c. No Cross-Collateralization. Third Party Lender agrees that the Common Collateral will only secure its Third Party Loan and the Common Collateral is not currently, and will not be used in the future, as security for any other financing provided by Third Party Lender to Borrower that purports to be in a superior position to that of the CDC Lien, unless authorized in writing by CDC and SBA.

d. No Cross-Default. During the term of the 504 Loan, Third Party Lender will not exercise any cross-default, "deem at-risk," or any other provisions in documents evidencing the Third Party Loan or Third Party Lender Lien which allow Third Party Lender to make demand on the Third Party Loan prior to maturity unless the Third Party Loan is in material default.

e. Maturity and Balloon Payments. The Third Party Loan must have a term of at least 7 years (when the 504 loan is for a term of 10 years), or a term of at least 10 years (when the 504 loan is for 20 or 25 years). If the Third Party Lender has made more than one loan, then an overall loan maturity must be calculated, taking into account the amounts and maturities of each loan. Any balloon payment for the Third Party Loan must be clearly identified and disclosed to SBA and approved at application or subsequently approved by SBA.

f. Reasonable Interest Rate. The Third Party Loan has a reasonable interest rate which does not and will not exceed the maximum interest rate for Third Party Loans from commercial financial institutions as published periodically by SBA in the Federal Register and in effect as of the date of this Agreement.

6. Marshaling of Assets. If the Third Party Lender takes additional collateral as security for the Third Party Loan, in the case of liquidation, any proceeds received from such additional collateral, must be applied to the Third Party Lender's Loan prior to the proceeds from the liquidation of the Common Collateral held by the CDC/SBA and the Third Party Lender. If the additional collateral no longer exists at the time of liquidation, or has insufficient value to justify the cost of collection, then the Third Party Lender is not required to liquidate such collateral, provided the Third Party Lender notifies CDC/SBA.

7. Notice of Default under the Third Party Loan. Within thirty (30) days after the expiration of any cure period for any continuing material default of the Third Party Loan or Third Party Lender Lien, Third Party Lender must provide written notice (referencing SBA's loan number for the 504 Loan) of the default to CDC and SBA. At least sixty 60 days prior to any legal proceedings against or liquidation of the Common Collateral (not including sending a demand letter), Third Party Lender must provide SBA with written notice of its intent to do so.

8. Limitation on Default Interest Rate. Third Party Lender may not escalate the rate of interest upon default to a rate greater than the maximum rate published by SBA in the Federal Register. SBA will only pay the interest rate on the note in effect before the date of Borrower's default.

9. Subordination to 504 Loan and/or CDC Lien, of Amounts Attributable to Default Provisions.

a. The term "Default Charges" used in this paragraph includes, but is not limited to, prepayment penalties, late fees, other default charges, and escalated interest after default due under the Third Party Loan.

b. To the extent the Third Party Lender Lien secures any amounts attributable to Default Charges, which may exist in the Third Party Loan and Third Party Lender Lien, Third Party Lender Lien is and will be subordinate to the 504 Loan and the CDC Lien. This subordination applies only to CDC and SBA and their successors and assigns, and shall not inure to the benefit of Borrower or any guarantor of the Third Party Loan.

c. In the event of default under the Third Party Loan, CDC or SBA may bring the Third Party Loan current or may acquire the Third Party Loan secured by the Third Party Lender Lien. Third Party Lender agrees that in either of these circumstances, the amount to bring the Third Party Loan current or the purchase price of that loan will be net of all amounts attributable to the Default Charges so subordinated to the 504 Loan and the CDC Lien. Third Party Lender further agrees that if it receives from CDC or SBA any amounts attributable to such Default Charges, Third Party Lender holds such funds in trust for SBA and will remit such funds to SBA as soon as possible. In addition, Third Party Lender shall charge as against SBA only the interest rate on the Third Party Loan that was in effect before the date of Borrower's default. Should CDC or SBA not purchase the Third Party Loan but rather bring the Third Party Loan current, Default Charges on the Third Party Loan may remain due and owing from the Borrower.

d. The Third Party Lender agrees:

(1) If the Third Party Lender sells its Note (other than when liquidating the Third Party Loan), then the Third Party Lender must provide CDC/SBA, within fifteen (15) days of the sale, with written notice of the purchaser's name, address and telephone number and confirmation that the purchaser has received a copy of the executed Third Party Lender Agreement.

(2) If the Third Party Loan is in default and the Third Party Lender, as part of its liquidation strategy,

(i) proposes to sell its note, or

(ii) receives an offer from a third party, then the Third Party Lender must provide CDC/SBA with the option to purchase the note at the same price offered by the potential purchaser, net any Default Charges per paragraph 9(c). SBA will have forty-five (45) days from receipt of the notice from the Third Party Lender to exercise its option to purchase the note. If SBA does not exercise its option and the Third Party Lender sells its note, then the Third Party Lender must provide CDC/SBA, within fifteen (15) days of the sale, with written notice of the purchaser's name, address and telephone number, and must provide the purchaser with a copy of the executed Third Party Lender Agreement.

e. If the Third Party Lender sells or otherwise transfers its note to a third party, then any Default Charges, including, but not limited to, prepayment penalties, late fees, other Default Charges, and escalated interest after default due under the Third Party Loan must be subordinate to the amounts outstanding on the 504 Loan and/or CDC Lien.

f. If the Third Party Lender loan documents contain a swap component or hedging contract (hereinafter defined as "swap agreement"), all costs associated with this swap agreement, which may be termed swap fees, termination fees, default fees or other related fees, shall be subordinate to the amounts outstanding on the 504 Loan and/or CDC Lien.

10. Liquidation. In the event that either the Third Party Loan or the 504 Loan is declared in default, Third Party Lender and CDC and SBA agree to cooperate in liquidating and/or selling the Common Collateral. Third Party Lender agrees to (a) accept a U.S. Treasury check(s) in connection with any purchase of Third Party Lender's note or any foreclosure or liquidation bid by CDC or SBA; (b) to provide CDC and SBA with the loan payment status, loan payment history, and an itemized payoff statement of the Third Party Loan; (c) to provide CDC and SBA, at no charge (except for reasonable

charges for photocopies) with copies of any appraisals, environmental investigations, or title examinations or searches of the Collateral conducted by or for Third Party Lender; and (d) to provide any other information about Borrower or the Third Party Loan requested by CDC and SBA in writing.

11. Waiver of Right to Indemnification by SBA or CDC. If Third Party Lender's documents contain provisions granting Third Party Lender the right to indemnification by subsequent owners of the Project Property, then Third Party Lender waives its right to enforce such provisions against SBA or CDC in the event SBA or CDC acquires title to the Project Property through foreclosure of the CDC Lien, acceptance of a deed in lieu of foreclosure, or otherwise.

Paragraph 12 is optional and should be marked if CDC uses Third Party Lender to perform Customer Identification.

12. Bank Regulatory Issues. If Third Party Lender is regulated by one of the Federal functional regulators (Comptroller of the Currency, Federal Deposit Insurance Corporation, or National Credit Union Administration), Third Party Lender represents that it is subject to the Joint Final Rule on Customer Identification Programs (CIP) in 31 C.F.R. 103.121 and that it or its agent will perform with respect to the Borrower the specified requirements of its CIP.

13. No Implied Third Party Beneficiaries. To the extent there is a conflict between this Agreement and any provision in any agreement either Party may have with a third party, including but not limited to, Borrower, the terms and conditions in this Agreement shall supersede any such provision. The parties agree that SBA may enforce this agreement as a third party beneficiary, and further agree that this Agreement shall not grant any right, benefit, priority, or interest to any other third party, including but not limited to, Borrower and Guarantor(s).

14. Successors and Assigns. This Agreement will inure to the benefit of and bind the respective parties to this Agreement, and their successors and assigns, including any party acquiring the Third Party Loan and Third Party Lender Lien by sale, assignment, or other transfer from Third Party Lender. Third Party Lender agrees that CDC may assign this Agreement to SBA, and waives all rights to contest such assignment.

15. Federal Law. When SBA is the holder of the loan instruments evidencing the 504 Loan and any security for that loan (including but not limited to the CDC Lien on the Common Collateral), this Agreement and all such instruments will be construed in accordance with Federal law. CDC or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes, but by using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax, or liability. The Third Party Lender may not claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to the 504 Loan.

16. Termination. This document will be released and terminated upon the payment in full of either the Third Party Loan or the 504 loan and all costs related thereto.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument.

18. Validity of Provisions. In the event that any provision of this Agreement is deemed invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain valid and enforceable.

19. Revision of this Agreement. Both Third Party Lender and CDC agree that this Agreement is a standard SBA Form, and, as such, neither party has authority to modify or delete any provision in this Agreement, or add any additional provisions, without prior written authorization from the SBA.

20. Authority to Execute Agreement. The persons signing below certify that they have been duly authorized to execute this Agreement on behalf of their respective party.

LENDER:

Town Bank

By: [Signature]

Print Name: Frank Sterbin

Title: SVP

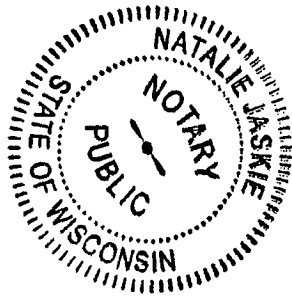
ACKNOWLEDGEMENT

STATE OF WISCONSIN)

COUNTY OF Racine)

) ss.

Personally came before me this 3rd day of October, 2019, the above-named Frank Sterbin to me known to be the persons who executed the foregoing instrument and acknowledged the same.

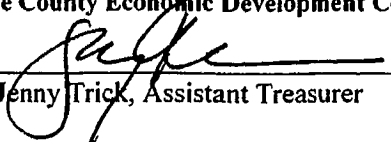


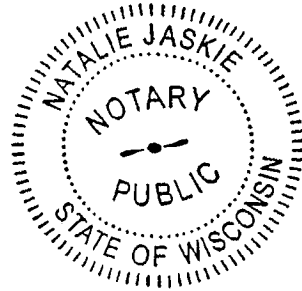
Natalie Jaskie
Notary Public, State of Wisconsin

Natalie Jaskie
(Print or type name of Notary)

My Commission: 7-7-23

CERTIFIED DEVELOPMENT COMPANY (CDC):
Racine County Economic Development Corporation

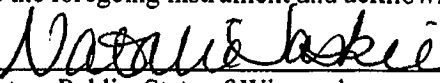
By: 
Jenny Trick, Assistant Treasurer



ACKNOWLEDGEMENT

STATE OF WISCONSIN)
COUNTY OF Racine) ss.

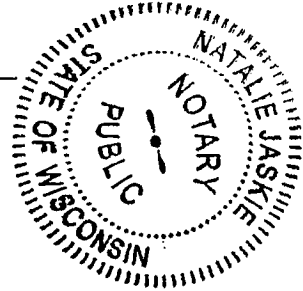
Personally came before me this 3rd day of October 2019, the above-named Jenny Trick, to me known to be the persons who executed the foregoing instrument and acknowledged the same.


Notary Public, State of Wisconsin
Natalie Jaskie
(Print or type name of Notary)
My Commission: 7/7/2023

ASSIGNMENT TO SBA

CDC assigns this Third Party Lender Agreement to SBA.

By: [Signature] Date: 10-3-19
Jenny Trick, Assistant Treasurer



ACKNOWLEDGEMENT

STATE OF WISCONSIN)
COUNTY OF Racine) ss.

Personally came before me this 3rd day of October, 2019, the above-named Jenny Trick, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

[Signature]
Notary Public, State of Wisconsin
Natalie Jaskie
(Print or type name of Notary)
My Commission: 7/7/2023

This document was drafted by:
Laura Callan
Stafford Rosenbaum LLP

EXHIBIT A

Parcel 1

That part of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, in the Village of Mount Pleasant, Racine County, Wisconsin, described as follows:

Commence at the intersection of the centerline of State Trunk Highway 20 and the center line of State Trunk Highway 31; run thence South 16° 24' 34" West, 711.50 feet on the centerline of said Highway 31 to the Southeast corner of lands described in Volume 780 of Records on page 571; thence North 88° 19' 26" West, 51.70 feet on the South line of said lands as described in Volume 780 of Records on page 571, to the place of beginning of this description; continue thence North 88° 19' 26" West, 300.00 feet on said South line projected; thence South 1° 11' 26" East, 175.00 feet; thence South 88° 19' 26" East, 59.36 feet; thence South 1° 11' 26" East, 18.66 feet; thence South 88° 19' 26" East, 180.10 feet to the Westerly line of right-of-way of said Highway 31; thence North 16° 24' 34" East, 200.00 feet on said right-of-way line to the point of beginning.

Parcel 2

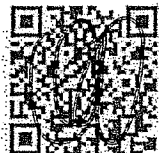
Parcel C of Certified Survey Map No. 1480 recorded in the Racine County Register of Deeds office on July 18, 1990 in Volume 4 of Certified Survey Maps on page 568, as Document No. 1315531, being that part of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, Village of Mount Pleasant, Racine County, Wisconsin.

Corrected by an Affidavit of Correction recorded February 19, 1996 in Volume 2510 of Records on page 761, as Document No. 1528242.

For informational purposes only

Property Address: 1320 South Green Bay Road (Parcel 1) and 5625 Washington Avenue (Parcel 2), Mount Pleasant, WI 53406

Tax Key No.: 151-03-22-13-143-000 (Parcel 1) and 151-03-22-13-135-030 (Parcel 2)



Connie C. Madson

CONNIE COBB MADSEN
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00

**The above recording information verifies
this document has been electronically recorded**
Returned to Stafford Rosenbaum LLP
Pages: 4

DOCUMENT NUMBER:
RETURN ADDRESS: Racine County Economic Development Corporation Attn: Natalie 2320 Renaissance Blvd. Sturtevant, WI 53177
PARCEL IDENTIFICATION NUMBER: Tax Key Numbers: 151 032213143000; and 151 032213135030

LEASE SUBORDINATION AGREEMENT

THIS AGREEMENT is dated as of October 3, 2019, by i1320 Management LLC ("Landlord") and iDental LLC ("Tenant") with Racine County Economic Development Corporation ("RCEDC") and the United States Small Business Administration ("SBA" and together with RCEDC, "Lender").

RECITALS

Landlord and Tenant acknowledge the following:

A. Landlord owns the property described in Exhibit A attached hereto (the "Property") and has leased 100% of the rentable property of the Property (the "Premises") to Tenant pursuant to a lease (together with all amendments, supplements and additions thereto, the "Lease"), a true and correct copy in effect as of the date hereof of which has been furnished to Lender.

B. The Lease is unrecorded.

C. RCEDC has extended or will extend a \$619,000.00 loan to Landlord (the "Loan"), which Loan is secured by liens on the Property pursuant to a mortgage (the "Mortgage") from Landlord to RCEDC which Mortgage has been assigned to SBA.

D. Landlord and Tenant have agreed to subordinate the Lease to the lien of the Mortgage.

AGREEMENTS

In consideration of the Recitals and for other good and valuable consideration, the receipt and sufficient of which Landlord and Tenant acknowledge, Landlord and Tenant agree as follows:

1. Subordination. The Lease Parties covenant and agree that the Lease and all rights, remedies and options of the Lease Parties (including, without limitation, any options or

rights to purchase the Property or any portion thereof or interest therein, whether contained in the Lease or otherwise), are and shall be subject and subordinate to (a) the liens and security interests granted and conveyed to RCEDC or held by SBA under the Mortgage and any and all other security instruments executed in connection with the Loan (each a "Security Instrument"), (b) the rights of Lender under the Mortgage, any Security Instrument and another document executed in connection with the Loan, and (c) all costs of collection (including attorney's fees) under the Mortgage and any other Security Instrument. The liens and security interests in the real and personal property conveyed by the Mortgage and any other Security Instrument and the Obligations thereby secured shall be superior and paramount in all respects to the right, title and interest of the Lease Parties in and to said real and personal property by virtue of the Lease. Upon foreclosure by the Lender of the Mortgage, the Lease shall automatically terminate without any further action or notice by any party.

2. Assignment of Lease. As security for payment of the Loan and Tenant's obligations to Lender, Tenant grants, transfers, and assigns to Lender all of Tenant's interest in the Lease together with all subleases of any of the Property, whether now owned or hereafter created, acquired or reacquired.

3. Disclaimer. Landlord consents to Lender's liens and security interests, and as to Lender, disclaims any interest in any collateral of the Tenant (the "Tenant Collateral") while the Loan is outstanding and unpaid. Landlord will not assert any claim or interest in such collateral nor seek to levy execution upon it.

4. Lender's Rights. Landlord agrees: (a) Lender may enter upon the Property at any reasonable time and dispose of or remove the Tenant Collateral without liability or obligation to Landlord and (b) Lease Parties agree that they will not amend, rescind, cancel or terminate the Lease without the consent of the Lender. All such notices to the Lender shall be deemed given three days after being sent by first class United States mail, postage prepaid, addressed to Lender at 2320 Renaissance Blvd., Sturtevant, WI 53177.

5. Collateral Not Characterized as Fixtures. Leased Parties agree that the Tenant Collateral is and shall remain the personal property of the Tenant and is not and shall not become or deemed to be fixtures.

Landlord:

i1320 Management LLC

By: Vivek Vasudeva
Vivek Vasudeva, Manager

Tenant:

iDental LLC

By: Vivek Vasudeva
Vivek Vasudeva, Member

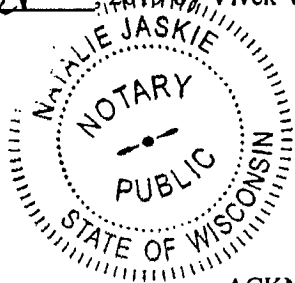
(ACKNOWLEDGMENTS ON NEXT PAGE)

ACKNOWLEDGMENT

STATE OF WISCONSIN)
Racine COUNTY) SS
)

This instrument was acknowledged before me on this 3rd day of October, 2019 by Vivek Vasudeva, as Manager of i1320 Management LLC.

[Seal]



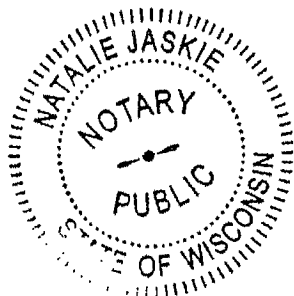
Natalie Jaskie
(Natalie Jaskie)
Notary Public, State of Wisconsin
My Commission: 7-7-23

ACKNOWLEDGMENT

STATE OF WISCONSIN)
Racine COUNTY) SS
)

This instrument was acknowledged before me on this 3rd day of October, 2019 by Vivek Vasudeva, as Member of iDental LLC.

[Seal]



Natalie Jaskie
(Natalie Jaskie)
Notary Public, State of Wisconsin
My Commission: 7-7-23

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Parcel 2

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