



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:2/7/20 12:41 pm
Last Revised on:2/7/20 1:15 pm
Printed on:2/7/20 1:15 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:Racine Professional Center, LLP, a Wisconsin limited liability partnership

Property address:1300 S Green Bay Road, Racine, WI 53406 (Note: Please see included tax bill for mailing address.)

Legal description: See "Exhibit A" attached

Tax Key No: 151-03-22-13-142-000

Mortgages / Leases / Land Contracts / UCC

Memorandum of Building and Rooftop Lease Agreement and other matters contained in instrument recorded October 29, 2014, as Document No. 2393162.

Mortgage from Racine Professional Center, LLP to Tri City National Bank in the amount of \$240,000.00 dated September 28, 2012 and recorded October 23, 2012 as Document No. 2333449.

Assignment of Rents from Racine Professional Center, LLP to Tri City National Bank recorded October 23, 2012 as Document No. 2333450.

Mortgage from Racine Professional Center, LLP to Tri City National Bank in the amount of \$245,000.00 dated February 7, 2018 and recorded February 14, 2018 as Document No. 2486665.

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.

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.

Grant of Easement and other matters contained in the instrument recorded October 15, 1974 in Volume 1242, Page 5 as Document No. 947166.

Temporary Easement Agreement and other matters contained in the instrument recorded January 15, 2013 as Document No. 2341327. Along with Affidavit of Correction recorded January 25, 2013, as Document No. 2342317.

Judgments / Liens

None

General Taxes



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:2/7/20 12:41 pm
Last Revised on:2/7/20 1:15 pm
Printed on:2/7/20 1:15 pm

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 \$43,569.10, and all prior years are paid.

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

Other Matters

None

Footnotes

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

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

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

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



EXHIBIT A

Parcel I: That part of the Southwest $\frac{1}{4}$ 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 $\frac{1}{4}$ Section line of said Section; run thence South 632.56 feet to the point of beginning of this description; thence continue South 75.87 feet; thence East parallel to said $\frac{1}{4}$ Section line, 245 feet to the center line of Green Bay Road; thence Northeasterly along the center line of said Road, 78.0 feet; and thence West 269.96 feet to the point of beginning. EXCEPTING THEREFROM the land conveyed for highway purposes by Deed 763-406, as Document No. 745044. Said land being in the Village of Mt Pleasant, County of Racine, State of Wisconsin.

Parcel II: That part of the Southwest $\frac{1}{4}$ of Section 13, Township 3 North, Range 22 East, described as follows: Beginning at a point 478.5 feet West of the intersection of the center line of the Green Bay Road and the East and West $\frac{1}{4}$ Section line of said Section; run thence South 536.16 feet to the point of beginning of this description; thence South 96.40 feet; thence East parallel to said $\frac{1}{4}$ Section line, 269.96 feet to the center line of the Green Bay Road; thence Northeasterly along the center line of said Road, 99.1 feet; thence West parallel to said $\frac{1}{4}$ Section line, 301.68 feet to the point of beginning. EXCEPTING THEREFROM land conveyed to the State of Wisconsin for highway purposes recorded in Volume 767 of Records, page 44, as Document No. 746433 with amendment shown in affidavit recorded in Volume 821 of Records, page 118, as Document No. 770012. Said land being in the Village of Mt Pleasant, County of Racine, State of Wisconsin.

Parcel III: That part of the Southwest $\frac{1}{4}$ of Section 13, Township 3 North, Range 22 East, described as follows: Commencing at the center of Section 13, Township 3 North, Range 22 East, thence North $89^{\circ}10'36''$ West, along the North line of said $\frac{1}{4}$ Section 565.74 feet to a point; thence South $02^{\circ}11'58''$ East, 394.42 feet to the point of beginning of the land to be described; thence continuing South $02^{\circ}11'58''$ East, 141.73 feet to a point; thence South $89^{\circ}10'36''$ East 253.13 feet to a point in the Easterly right of way of State Trunk Highway 31 thence North $16^{\circ}04'49''$ East, along said right of way line 94.06 feet to a point; thence North $79^{\circ}04'58''$ West, 289.84 feet to the point of beginning. Said land being in the Village of Mt Pleasant, County of Racine, State of Wisconsin.

For informational purposes only

Property Address: 1300 S Green Bay Road, Racine, WI 53406

Tax Key No.: 151-03-22-13-142-000



62

1079312

2018 Property Record | Racine County, WI

Assessed values not finalized until after Board of Review
Property information is valid as of 11/12/2019 12:59:47 PM

Owner Address

RACINE PROFESSIONAL CEN,
1300 S GREEN BAY RD STE 300
RACINE, WI 53406

Owner

RACINE PROFESSIONAL CEN

Property Information

Parcel ID: 151-032213142000
Document # 1906845
Tax Districts:
UNIFIED SCHOOL DISTRICT

Property Description

For a complete legal description, see recorded document.

PT SW1/4-BEG 478 W OF G B RD & SEC LN S632 TO
POB S75 E245 NE78 W269 TO POB & BEG 478 W G B
RD & SEC LN S536 TO POB S96 E269 NE99 W301 TO
POB & COM CEN SEC W565 S394 TO POB S141 E253
NE94 NW289 TO POB EXC V763P406 V767P44 V821
P118 **TOTAL ACRES** 1.58

Municipality: 151-VILLAGE OF MT PLEASANT

Property Address: 1300 GREEN BAY S RD

Tax Information

[Print Tax Bill](#)

<u>Installment</u>	<u>Amount</u>
<u>First:</u>	22,576.10
<u>Second:</u>	20,993.00
<u>Third:</u>	0.00
<u>Total Tax Due:</u>	43,569.10
<u>Base Tax:</u>	42,057.09
<u>Special Assessment:</u>	1,582.00
<u>Lottery Credit:</u>	0.00
<u>First Dollar Credit:</u>	69.99
<u>Amount Paid:</u> (View payment history info below)	43,569.10
<u>Current Balance Due:</u>	0.00
<u>Interest:</u>	0.00
<u>Total Due:</u>	0.00

Land Valuation

<u>Code</u>	<u>Acres</u>	<u>Land</u>	<u>Impr.</u>	<u>Total</u>
2	1.58	\$860,300	\$1,240,700	\$2,101,000
	1.58	\$860,300	\$1,240,700	\$2,101,000

Assessment Ratio: 0.9856968380

Fair Market Value: 2131500.00

Special Assessment Detail

<u>Code</u>	<u>Description</u>	<u>Amount</u>
21	21 - FIRE/AMBULANCE	37.50
21	21 - FIRE/AMBULANCE	50.00
21	21 - FIRE/AMBULANCE	50.00
21	21 - FIRE/AMBULANCE	50.00
21	21 - FIRE/AMBULANCE	50.00
21	21 - FIRE/AMBULANCE	50.00
21	21 - FIRE/AMBULANCE	50.00
21	21 - FIRE/AMBULANCE	50.00
21	21 - FIRE/AMBULANCE	50.00
21	21 - FIRE/AMBULANCE	50.00
24	24 - STORM WATER UTILITY FEE	1094.50
		<u>1582.00</u>

*No data found for Delinquent Tax Summary in 2018

2018 Property Record | Racine County, WI

*Assessed values not finalized until after Board of Review
Property information is valid as of 11/12/2019 12:59:47 PM*

Payment History

<u>Date</u>	<u>Receipt</u>	<u>Amount</u>	<u>Interest</u>	<u>Penalty</u>	<u>Total</u>
12/18/2018	129288	22576.10	0.00	0.00	22576.10
7/12/2019	172315	20993.00	0.00	0.00	20993.00

**No data found for Delinquent Tax Summary in 2018*



Racine County

Owner (s):

RACINE PROFESSIONAL CEN

Location:

Section, Sect. 13, T3N, R22E

Mailing Address:

RACINE PROFESSIONAL CEN
1300 S GREEN BAY RD STE 300
RACINE, WI 53406-0000

School District:

4620 - UNIFIED SCHOOL DISTRICT

Request Mailing Address Change

Tax Parcel ID Number:

Tax District:

Status:

151-03-22-13-142-000 151-VILLAGE OF MT PLEASANT Active

Alternate Tax Parcel Number: Acres:

1.58

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

PT SW1/4-BEG 478 W OF G B RD & SEC LN S632 TO POB S75 E245 NE78 W269 TO POB & BEG 478 W G B RD & SEC LN S536 TO POB S96 E269 NE99 W301 TO POB & COM CEN SEC W565 S394 TO POB S141 E253 NE94 NW289 TO POB EXC V763P406 V767P44 V821 P118 **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.)

1300 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	\$43,569.10	\$43,569.10	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$43,922.59	\$43,922.59	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$42,953.32	\$42,953.32	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$43,221.77	\$43,221.77	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$40,934.61	\$40,934.61	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$42,188.72	\$42,188.72	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$43,789.50	\$43,789.50	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$39,685.20	\$39,685.20	\$0.00	\$0.00	\$0.00	\$0.00
2010	\$32,956.85	\$32,956.85	\$0.00	\$0.00	\$0.00	\$0.00
2009	\$36,262.56	\$36,262.56	\$0.00	\$0.00	\$0.00	\$0.00
2008	\$32,967.14	\$32,967.14	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$0.00

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

STATE BAR OF WISCONSIN FORM 3 - 1998
QUIT CLAIM DEED

Document Number

DOC # 1906845
Recorded
JUNE 02, 2003 AT 01:37PM

This Deed, made between RACINE PROFESSIONAL CENTER,
a general partnership

and RACINE PROFESSIONAL CENTER, LLP, a Wisconsin Grantor,
limited liability partnership

Grantor quit claims to Grantee the following described real estate in
Racine County, State of Wisconsin:

See attached Legal Description.

Recording Area

Name and Return Address

Attorney Daniel J. Pettit
DeMark, Kolbe & Brodek, S.C.
P. O. Box 085009
Racine, WI 53408-5009

03-22-13-137-000
03-22-13-138-000
03-22-13-142-000
Parcel Identification Number (PIN)

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

This is not a conveyance per Sec. 77.21(1), Stats., and is not subject to a transfer return or fee. This is a confirmation deed pursuant to Sec. 178.40, Stats., to give notice of an existing partnership converting to a limited liability partnership.

Together with all appurtenant rights, title and interests.

Dated this 29th day of May 2003

(SEAL)

(SEAL)

Raymond G. Antonneau (SEAL)
Raymond G. Antonneau,
authorized partner pursuant to
Second Amendment to June 2,
1986 Partnership Agreement (SEAL)

AUTHENTICATION

Signature(s) Raymond G. Antonneau

authenticated this 29th day of May 2003

Daniel J. Pettit

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by §708.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Attorney Daniel J. Pettit

State Bar No.: 1025113

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

ACKNOWLEDGMENT

State of Wisconsin,

County,

Personally came before me this _____ day of _____, the above named

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

Notary Public, State of Wisconsin

My commission is permanent. (If not, state expiration date: _____)

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

QUIT CLAIM DEED

STATE BAR OF WISCONSIN
FORM No. 3 - 1998

Wisconsin Legal Bank Co., Inc.
Milwaukee, Wis.

Attachment to Quit Claim Deed

Grantor: Racine Professional Center

Grantee: Racine Professional Center, LLP

0000631

LEGAL DESCRIPTION.

Parcel I: That part of the South West One-quarter (1/4) of Section Thirteen (13), Township Three (3) North, Range Twenty-two (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 the 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, 78.0 feet; and thence West 269.96 feet to point of beginning. Excepting therefrom the land conveyed for highway purposes by Deed 763-406, as Document No. 745044. Said land being in the Town of Mt. Pleasant, County of Racine, State of Wisconsin.

Parcel II: That part of the South West One-quarter (1/4) of Section Thirteen (13), Township Three (3) North, Range Twenty-two (22) East, described as follows: Beginning at a point 478.5 feet West of the intersection of the center line of the Green Bay Road and the East and West 1/4 Section line of said Section; run thence South 536.16 feet to the point of beginning of this description; thence South 96.40 feet; thence East parallel to said 1/4 Section line, 269.96 feet to the center line of the Green Bay Road; thence Northeasterly along the center line of said road, 99.1 feet; thence West parallel to said 1/4 Section line, 301.68 feet to the point of beginning. Excepting therefrom land conveyed to the State of Wisconsin for highway purposes recorded in Volume 767 of Records, page 44, as Document No. 746433 with amendment shown in affidavit recorded in Volume 821 of Records, page 118, as Document No. 770012. Said land being in the Town of Mt. Pleasant, County of Racine, State of Wisconsin.

Parcel III: That part of the South West One-quarter (1/4) of Section Thirteen (13), Township Three (3) North, Range Twenty-two (22) East, described as follows: Commencing at the center of Section 13, Township 3 North, Range 22 East, thence North 89° 10' 36" West, along the North line of said 1/4 Section 565.74 feet to a point; thence South 02° 11' 58" East, 394.42 feet to the point of beginning of the land to be described; thence continuing South 02° 11' 58" East, 141.73 feet to a point; thence South 89° 10' 36" East 253.13 feet to a point in the Easterly right of way of State Trunk Highway 31 thence North 16° 04' 49" East, along said right of way line 94.06 feet to a point; thence North 79° 04' 58" West, 289.84 feet to the point of beginning. Said land being in the Town of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Code: M2-13-55 (03-22-13-137-000)
M2-13-55-1 (03-22-13-138-000)
M2-13-56-2 (03-22-13-142-000)

1134138

WARRANTY DEED

Register's Office
Racine County, Wis. } SSReceived for Record 30th day of
September A.D. 1983 at 3:09
o'clock P.M. and recorded in Volume 1691
of Records on page 241-242J. M. Schutt
Register of DeedsThis Deed, made between Green Bay Associates,
a general partnershipand Racine Professional Center, a general
partnership

Witnesseth, That the said Grantor, for a valuable consideration.

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

Legal description attached as Exhibit A

Tax Parcel No:
M2-13-55 (03-22-13-137-000)
M2-13-55-1 (03-22-13-138-000)
M2-13-56 (03-22-13-142-000)

*for Racine County, Wisconsin on April 18, 1978, in Volume 1438 of Records, at page 278 as Document No. 1025367 and Mortgage dated April 14, 1978 and recorded in the Office of the Register of Deeds for Racine County, Wisconsin on April 18, 1978, in Volume 1438 of Records, at page 277, as Document No. 1025366.

This is not
homestead property.
(is not)

Together with all and singular the hereditaments and appurtenances thereunto belonging;
And Grantor warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except municipal and zoning ordinances, recorded easements for public utilities, recorded building and use restrictions and covenants and general taxes levied in year of closing, Assignment of Rents dated April 14, 1978 and recorded in the Office of the Register of Deeds* and will warrant and defend the same.

Dated this 30th day of September, 1983
GREEN BAY ASSOCIATES, a general partnership
(SEAL) By Robert H. LaPointe, partner
by David W. Greenman, his
attorney in fact
(SEAL)

AUTHENTICATION

Signature(s) David W. Greenman

authenticated this 30th day of September, 1983

TITLE: MEMBER STATE BAR OF WISCONSIN

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

THIS INSTRUMENT WAS DRAFTED BY

David W. Greenman, Esq.

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

ACKNOWLEDGMENT

STATE OF WISCONSIN

County.

Personally came before me this day of
19 the above namedto me known to be the person who executed the
foregoing instrument and acknowledge the same.

VCL 1691 PAGE 241

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

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

PARCEL 1: That part of the South West One-quarter (1/4) of Section Thirteen (13), Township Three (3) North, Range Twenty-two (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, 78.0 feet; and thence West 269.96 feet to point of beginning. Excepting therefrom the land conveyed for highway purposes by Deed 763-406, as Document No. 745044. Said land being in the Town of Mt. Pleasant, County of Racine, State of Wisconsin.

PARCEL 11: That part of the South West One-quarter (1/4) of Section Thirteen (13), Township Three (3) North, Range Twenty-two (22) East, described as follows: Beginning at a point 478.5 feet West of the intersection of the center line of the Green Bay Road and the East and West 1/4 Section line of said Section; run thence South 536.16 feet to the point of beginning of this description; thence South 96.40 feet; thence East parallel to said 1/4 Section line, 269.96 feet to the center line of the Green Bay Road; thence Northeasterly along the center line of said road, 99.1 feet; thence West parallel to said 1/4 Section line, 301.68 feet to the point of beginning. Excepting therefrom land conveyed to the State of Wisconsin for highway purposes recorded in Volume 767 of Records, page 44, as Document No. 746433 with amendment shown in affidavit recorded in Volume 821 of Records, page 118, as Document No. 770012. Said land being in the Town of Mt. Pleasant, County of Racine, State of Wisconsin.

PARCEL 111: That part of the South West One-quarter (1/4) of Section Thirteen (13), Township Three (3) North, Range Twenty-two (22) East, described as follows: Commencing at the center of Section 13, Township 3 North, Range 22 East, thence North 89° 10' 36" West, along the North line of said 1/4 Section 565.74 feet to a point; thence South 02° 11' 58" East, 394.42 feet to the point of beginning of the land to be described; thence continuing South 02° 11' 58" East, 141.73 feet to a point; thence South 89° 10' 36" East 253.13 feet to a point in the Easterly right of way of State Trunk Highway 31 thence North 16° 04' 49" East, along said right of way line 94.06 feet to a point; thence North 79° 04' 58" West, 289.84 feet to the point of beginning. Said land being in the Town of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Code: M2-13-55 (03-22-13-137-000)
 M2-13-55-1 (03-22-13-138-000)
 M2-13-56-2 (03-22-13-142-000)

Lucas Real Estate Transfer Tax \$ 4,197.00

Register's Office
Racine County, Wis. } ss.
Received for Record 10th day of
January A.D. 1963 at 11:13
o'clock A.M. and recorded in Volume 1167
of Records on page 44

VOL 767 PAGE 44

S.H.C. of W. Form No. 109 (Rev. 10-61)

746433

DOCUMENT NO.

Stanley F. Bialecki
Register of Deeds

This Indenture, Made by Eugene H. Larsen and Doris M. Larsen, his wife
grantor E of Racine County, Wisconsin, hereby conveys and warrants
to State of Wisconsin
grantee of County, Wisconsin,
for the sum of Two hundred seventy-five and no/100 (\$275.00) Dollars.

Fee title to that part of the northeast one-quarter 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 556.90 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 99.1 feet to the point of ending in the owner's south property line.

The parcel contains approximately 0.04 acre, exclusive of lands previously conveyed or dedicated for highway purposes.

Also, the right to place topsoil and to seed the following described lands in order to improve the slope of said lands. Said lands are described as:

The easterly 40 feet of the northerly 40 feet of the owners remaining property.

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. 32.19, Wisconsin Statutes, has not been included. If any such items are shown to exist the owner may file claims as provided in sec. 32.20, Wisconsin Statutes.

IN WITNESS WHEREOF, the said grantors have hereunto set their hands and seals this 27th day of December, A.D., 1962.

SIGNED AND SEALED IN PRESENCE OF

Victor C. Hammer

Victor C. Hammer

James A. Jackson

Eugene H. Larsen (SEAL)

Eugene H. Larsen

Doris M. Larsen (SEAL)

Doris M. Larsen

(SEAL)

(SEAL)

STATE OF WISCONSIN
Racine County } ss.

RECEIVED FOR RECORD

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

REGISTER OF DEEDS

COUNTY

This Instrument was drafted by the State Highway Commission of Wisconsin

Project T 065-1(3)

Personally came before me, this 27th day of December, A.D., 1962, the above-named Eugene H. Larsen and Doris M. Larsen

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

Victor C. Hammer
(SEAL) Notary Public Waukesha County, Wisconsin
My Commission expires July 26 A.D., 1963

Noted by _____

Parcel No. 275

Attendant Rec. Vol. 82 / Page 118

767-44

Jan. 10, 1963

746433

Affidavit Rec. Vol. 821 Page 118

746436

767-47

Jan. 10, 1963

Register's Office
Racine County, Wis. } ss.
Received for Record 10 day of
January A.D. 1963 at 11:16
o'clock P.M. and recorded in Volume 767
of Records on page 4767

746436
DOCUMENT NO.

S.H.C. of W. Form No. 109 (Rev. 10-61)

100 Stanley F. Bialecki
Register of Deeds

This Indenture, Made by Lily Pearce and Walter Pearce, her husband
grantor S of Racine County, Wisconsin, hereby conveys and warrants
to State of Wisconsin
grantee S of County, Wisconsin,
for the sum of One Hundred and Four Dollars (\$104.00)

Fee Title to that part of the northeast one-quarter 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 5172 feet North 89°11'54" West of the center of said section; thence South 16°24'34" West 469.88 feet along the centerline of S.T.H. 31 to the point of beginning of the reference line in the north property line; thence South 16°24'34" West 87.02 feet to the point of ending of the reference line in the south property line.

The parcel contains approximately 0.04 acre, exclusive of lands previously conveyed or dedicated for highway purposes.

Also, the right to place topsoil and to seed the following described lands in order to improve the slope of said lands. Said lands are described as:
The easterly 40 feet of the owners remaining property.

The consideration stated herein is payment in full for the property described herein and includes full compensation for items of damage set forth in sec. 32.03, Wisconsin Statutes, assuming the completion of the improvements contemplated by the relocation order or orders upon which this instrument is based.
Compensation for additional items of damage listed in sec. 32.13, 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 S have hereunto set their hand S and seal S this 7th day of January, A.D., 19 63.

SIGNED AND SEALED IN PRESENCE OF
Victor C. Hammer
Victor C. Hammer
Kenneth C. Suhr
Kenneth C. Suhr

Lily Pearce (SEAL)
Lily Pearce
Walter Pearce (SEAL)
Walter Pearce
(SEAL)
(SEAL)

STATE OF WISCONSIN
Racine County, } ss.

RECEIVED FOR RECORD
DAY OF _____
A.D., 19____, AT _____
O'CLOCK _____ M. AND RECORDED IN VOL. _____
OF _____ PAGE _____
REGISTER OF DEEDS
COUNTY _____

Personally came before me, this 7th day of January, A.D., 19 63,
the above-named Lily Pearce and Walter Pearce

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

Victor C. Hammer
Victor C. Hammer
(SEAL) Notary Public Waukesha County, Wisconsin
My Commission expires April 26, A.D., 19 63.
Negotiated by Victor C. Hammer

This instrument was drafted by the State Highway Commission of Wisconsin

Project T 065-1(3)

Parcel No. 274

770021

AFFIDAVIT

STATE OF WISCONSIN
COUNTY OF RACINE

VOL 821 PAGE 136

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

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

1. That he was in charge of a certain survey made in Racine County for the purpose of a highway improvement known as Project T 065-1(3).

2. That the center of Section 13 as shown upon the Relocation Order, dated July 29, 1963, filed in the Office of the County Clerk for Racine County, showing the center of Section 13, Township 3 North, Range 22 East, was considered to be a PK Nail.

3. That a further survey to locate the center of the section was made by the State Highway Commission in accordance with government regulations.

4. That the distance and bearing from the center of said section 13 along the north line of the southwest one-quarter to the intersection with the centerline of S.T.H. 31 was shown as being 51.72 feet North 89° 11' 54" West.

5. That the correct distance and bearing from the center of said section 13 along the north line of the southwest one-quarter to the intersection with the centerline of S.T.H. 31 is 80.93 feet North 89° 10' 18" West.

6. That it was further determined that the center of said section 13 is 2634.67 feet North 89° 10' 18" West of the east one-quarter corner, 2639.80 feet South 89° 10' 18" East of the west one-quarter corner, 2644.32 feet North 1° 56' 48" West of the south one-quarter corner and 2646.90 feet S 1° 56' 48" East of the north one-quarter corner of said section.

7. That the correct location of the center of said section and further survey were incorporated into the relocation order, dated December 30, 1963.

8. That the recorded instruments affected by this change are as follows:

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

Corrected description for the above parcel is as follows:

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

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

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

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

770021

821-136

May 22, 1964

(2)

Corrected description for the above parcel is as follows:

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

That part of the southwest one-quarter of Section 13, Township 3 North, Range 22 East lying between the following described centerline of State Trunk Highway 31 and a line which is 50 feet easterly of as measured normal to, said centerline:

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

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

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

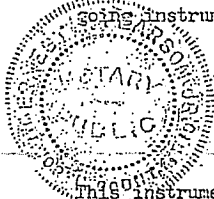
IN WITNESS WHEREOF I have hereunto set my hand and seal this 20th day of May, 1964.

Signed and Sealed in Presence of:

James T. Fetzner (SEAL)
James T. Fetzner

Robert E. Algraves
Robert E. Algraves
Norman D. Oberbeck
Norman D. Oberbeck

Personally appeared before me this 20th day of May, 1964 the above named James T. Fetzner, 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. ✓

AFFIDAVIT

RE: PARCEL I: 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 centerline 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; 78.0 feet; and thence West 269.96 feet to point of beginning. Excepting therefrom the land conveyed for highway purposes by Deed 763-406, As Document No. 745044. Said land being in the Town of Mt. Pleasant.

PARCEL II: That part of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, described as follows: Beginning at a point 478.5 feet West of the intersection of the center line of the Green Bay Road and the East and West 1/4 Section line of said Section; run thence South 536.16 feet to the point of beginning of this description; thence South 96.40 feet; thence East parallel to said 1/4 Section line, 269.96 feet to the center line of the Green Bay Road; thence Northeasterly along the center line of said road, 99.1 feet; thence West parallel to said 1/4 Section line, 301.68 feet to the point of beginning. Excepting therefrom land conveyed to the State of Wisconsin for highway purposes recorded in Volume 767 of Records, page 44, as Document No. 746453 with amendment shown in affidavit recorded in Volume 821 of Records, page 118 as Document No. 770012. Said land being in the Town of Mt. Pleasant.

ROBERT H. LaPOUR, being duly sworn on oath, deposes and says:

1. That Robert H. LaPour is a sole proprietor doing business as Robert H. LaPour Real Estate Investments.
2. That on or about the 1st day of June, 1973, Robert H. LaPour as Grantee conveyed the above described parcel of real estate to Green Bay Associates, a general partnership.
3. That this Affidavit is made for the purpose of showing of record that Robert H. LaPour and Robert H. LaPour Real Estate Investments, a sole proprietorship, are one and the same person and

Vol 1237 PAGE 575

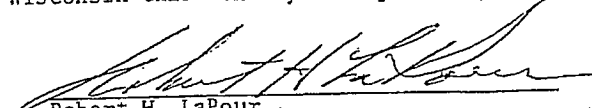
945457



1237-575

Sept. 6, 1974

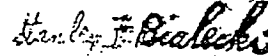
that all of Robert H. LaPour's interest in the above captioned real estate was conveyed to Green Bay Associates, a general partnership, on June 1, 1973.

Dated at Racine, Wisconsin this 6th day of September, 1974.


Robert H. LaPour

 Subscribed and sworn to before me this
day of September, 1974

Richard C. Brodek, Notary Public
My commission is permanent.

Register's Office } 445457
Racine County, Wis. }
Received for Record 6th day of
September A.D., 1974 at 3:37
o'clock P. M. and recorded in Volume 1237
of Records on page 575-576


Stanley J. Bialecki
Registrar of Deeds

3.00

GRANT OF EASEMENT

This Grant of Easement executed this 28th day of September 1974, from LAWRENCE E. HINZ herein called "GRANTOR" to the CITY OF RACINE WATER DEPARTMENT, a municipal corporation, herein called "GRANTEE",

W I T N E S S E T H :

That Grantor grants to grantee perpetual easement for utility purposes upon the following real estate:

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 West 1/4 corner of said Section 13; run thence S89°10'36"E 2509.69 feet along the East-West 1/4 line of said Section 13; thence S16°24'16"W 462.14 feet along the West line of S.T.H. #31 right-of-way to the point of beginning of this description; continue thence S16°24'16"W 95.17 feet; thence N88°07'11"W 10.33 feet; thence N16°24'16"W 96.80 feet; thence S79°04'58"E 10.05 feet to the point of beginning of this description.

and to install and maintain beneath the surface of said real estate a main or mains for water service.

That for the purpose of installing and maintaining any such main, Grantee may come upon said real estate, dig trenches thereon, and remove any trees, bushes or other obstructions which interfere with the installation or maintenance of any said mains. Grantee agrees to restore the premises, as nearly as possible, to the condition thereof prior to any entry, or exercise of any rights granted hereunder, by Grantee, provided, however, that Grantee shall not be obligated to replant or restore any trees, shrubs or other obstructions removed by it in the reasonable exercise of its rights under this Easement.

This Easement shall be binding on and/or inure to the benefit of Grantor, his or her successors and assigns and of Grantee and its successors, but Grantee shall have no right to assign this Easement.

IN WITNESS WHEREOF, the Grantor has executed this Grant of Easement on the day first above written.

In the Presence of:

C. E. Nichols

Lawrence E. Hinz
LAWRENCE E. HINZ

Marion R. Albart

STATE OF WISCONSIN)
RACINE COUNTY) ss.

Personally came before me this 28th day of September, 1974, Lawrence E. Hinz, To me known to be such person and acknowledged that they executed the foregoing instrument as his or her free act and deed.

C. E. Nichols
Notary Public, Racine County, Wisconsin
My commission is/expires: 3/21/76

Drafted by
William E. Dye, Esq.

047166

1242-5

Oct 15, 1974

VCL 1242 PAGE 6

947166

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

Received for Record 15th day of
October A.D. 1944 at 11:17
o'clock A. M. and recorded in Volume 1242
of RECORDS on page 516

Stanley J. Bialecki
Register of Deeds

2.00

2.00
K-B

Document #: **2341327**

Date: 01-15-2013 Time: 04:32:00 PM Pages: 11

Fee: \$30.00 County: RACINE State: WI

Requesting Party: Wisconsin Title, Closing and Credit Services

Register of Deeds: TYSON FETTES

RACINE COUNTY REGISTER OF DEEDS

**The above recording information verifies
this document has been electronically
recorded and returned to the submitter**

**TEMPORARY
EASEMENT
AGREEMENT**

Document Number

SEE ATTACHED

Recording Area

Name and Return Address:

Dana Kreis Glencer, Esq.

Dawda Mann Mulcahy &

Sadler, PLC

39533 Woodward Ave., Suite 200

Bloomfield Hills, MI 48304

Parcel Identification Numbers
(PIN)

TEMPORARY
EASEMENT AGREEMENT

THIS TEMPORARY EASEMENT AGREEMENT (the "Agreement") is made as of the 15 day of January, 2013, (the "Effective Date") by and between RACINE PROFESSIONAL CENTER, LLP, a Wisconsin limited liability partnership, whose address is 1300 South Green Bay Rd., Suite 100, Racine, Wisconsin 53406-0000 ("RPC") and WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust, with offices at 702 S.W. Eighth Street, Bentonville, Arkansas 72716 and a mailing address of 2001 S.E. 10th Street, Bentonville, Arkansas 72716-0550 ("Walmart").

RECITALS:

A. RPC is the owner of a certain tract or parcel of land situated in the Village of Mount Pleasant, County of Racine, State of Wisconsin, as more particularly described in the legal description attached hereto as **Exhibit A** (the "RPC Parcel");

B. Walmart is or will be the owner of certain property adjacent to the RPC Parcel also located in the Village of Mount Pleasant, County of Racine, State of Wisconsin, as more particularly described in the legal description attached hereto as **Exhibit B** (the "Walmart Parcel");

C. RPC and Wal-Mart agree that a portion of the RPC Parcel should be burdened by and the Walmart Parcel should be benefited by certain temporary easements, which RPC intends to grant herein and in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, RPC and Walmart hereby agree as follows:

1. **Incorporation.** Recitals A through C, above, are hereby incorporated into the terms of this Agreement by reference as if fully restated herein.

2. **Grant of Temporary Easements.**

(a) Walmart intends to remove certain trees and brush and install new landscaping (i.e. trees, bushes) generally in the location noted as Temporary Easement Area on **Exhibit C** attached hereto and made a part hereof. RPC, as the owner of the RPC Parcel, hereby grants and conveys to Walmart, for the benefit of the Walmart Parcel, temporary easements in, on and under those portions of the RPC Parcel as more particularly depicted on **Exhibit C** attached hereto and made a part hereof (the "Temporary Easement Area") for the purposes of such tree/brush removal, grading, land alteration, land balancing, moving dirt, and the installation of certain landscaping and other related activities. In connection with the foregoing, Walmart will also remove and dispose of that certain dilapidated wire fence that is partially located on both the RPC Parcel and the Walmart Parcel (the location of such fence also being depicted on **Exhibit C** attached hereto). RPC hereby relinquishes any and all right, title and interest in and to said fence, in and to that portion of the Walmart Parcel located beneath said

fence as it exists as of the Effective Date and between said fence (where located on the Wal-Mart Parcel) and the RPC Parcel. Walmart hereby relinquishes any and all right, title and interest in and to said fence and in and to that portion of the RPC Parcel located beneath said fence as it exists as of the Effective Date. After the temporary easement activities are completed in accordance herewith, Walmart shall seed or install mulch upon any affected areas of the Temporary Easement Area. In connection with the temporary construction easement granted herein, RPC hereby grants to Walmart access over the RPC Parcel as may be reasonably necessary in order to reach and have access to the Temporary Easement Area. In connection with any temporary construction work to be performed by Walmart in the Temporary Easement Area, RPC hereby grants to Walmart temporary easements for incidental encroachments upon the RPC Parcel which may occur as a result of construction, so long as such encroachments are kept within the reasonable requirements of construction work expeditiously pursued and so long as customary insurance is maintained protecting RPC from the risks involved.

(b) The easements, covenants and conditions granted and contained herein shall automatically terminate and expire two (2) years from the Effective Date.

3. **Insurance and Indemnification.**

(a) **Indemnification.** Walmart shall hereby indemnify and save RPC harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and occurring on or from its use of the Temporary Easement Area and the RPC Parcel, except if caused by the act or negligence of RPC.

(b) **Insurance.** Walmart shall procure and maintain in full force and effect throughout the term of this Agreement general public liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Temporary Easement Area, such insurance to afford protection to the limit of not less than \$3,000,000 for injury or death of a single person, and to the limit of not less than \$3,000,000 for any one occurrence, and to the limit of not less than \$3,000,000 for property damage. Notwithstanding the foregoing, Walmart may satisfy the foregoing insurance obligations by self-insurance, so long as Walmart net worth exceeds \$100,000,000.

4. **Binding Effect.** Every agreement, covenant, promise, undertaking, condition, easement, right, privilege, option and restriction made, granted or assumed, as the case may be, by any party to this Agreement is made by RPC personally for the benefit of Walmart and shall run with the land and constitute an equitable servitude on the Temporary Easement Area appurtenant to and for the benefit of the Walmart Parcel.

5. **Non-Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Temporary Easement Area to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto and their successors and assigns that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

6. **Notices.** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, or by a nationally recognized overnight carrier, addressed as follows:

If to Walmart:

Wal-Mart Real Estate Business Trust
Sam Walton Development Complex
2001 S.E. 10th Street, Store #5695-00
Bentonville, Arkansas 72716-0550
Attention: Realty Management-Michigan

If to RPC:

Racine Professional Center, LLP
1300 South Green Bay Rd.
Suite 100
Racine, Wisconsin 53406-0000
Attention: Gus Antonneau

7. **Miscellaneous.**

(a) No breach of the provisions of this Agreement shall entitle the RPC or Walmart to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Agreement.

(b) If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

(d) The Paragraph headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

(e) Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

(f) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

(g) This Agreement may be amended, modified, or terminated at any time prior to the expiration of the time period set forth in Section 2(b) by a declaration in writing, executed and acknowledged by all the parties to the Agreement or their successors or assigns.

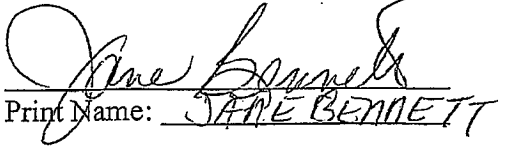
(h) This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings among the parties hereto concerning the Temporary Easement Area. All Exhibits attached to this Agreement are by this reference incorporated herein.

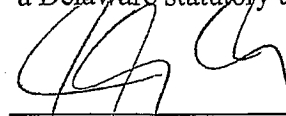
(i) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

[signatures appear on following page]

IN WITNESS WHEREOF, the undersigned have executed this easement agreement the date first written above.

WAL-MART REAL ESTATE BUSINESS TRUST,
a Delaware statutory trust

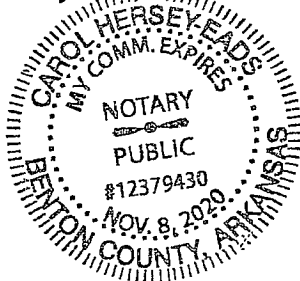

Print Name: JANE BENNETT

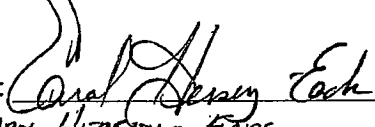

By: John Clarke
Its: Vice President - Real Estate

Date: January 10, 2013

STATE OF ARKANSAS)
) SS.
COUNTY OF BENTON)

The foregoing instrument was acknowledged before me this 10th day of January, 2013, by John Clarke, Vice-President - Real Estate of the Wal-Mart Real Estate Business Trust, a Delaware statutory trust, on behalf of the Trust.



Notary's Signature: 
Notary's Name: CAROL HERSEY-EADS
Notary Public, State of Arkansas,
County of BENTON
My Commission Expires: 11/08/2020

[signatures continue on the following page]

Tina Tripoli
Print Name: Tina Tripoli

**RACINE PROFESSIONAL CENTER,
LLP, a Wisconsin limited partnership**

By: Raymond Antonneau

Its: Managing Partner

Date: Dec 3, 2012

STATE OF WISCONSIN)
) SS.
COUNTY OF RACINE)

The foregoing instrument was acknowledged before me this 3rd day of December 2012, by Raymond Antonneau, the Managing Partner of RACINE PROFESSIONAL CENTER, LLP, a Wisconsin limited partnership, on behalf of the limited partnership.

Notary's Signature: Karen M. Mutter

Notary's Name: Karen M. Mutter

Notary Public, State of Wisconsin,

County of Racine

My Commission Expires: 7-2-13

Drafted outside of the State of Wisconsin by
and when recorded return to:

Dawda, Mann, Mulcahy & Sadler, PLC
39533 Woodward Avenue, Suite 200
Bloomfield Hills, Michigan 48304-2815
Attention: Dana Kreis Glencer

MORTGAGEE CONSENT AND SUBORDINATION
TO TEMPORARY EASEMENT AGREEMENT

This Consent and Subordination to Temporary Easement Agreement is made by Tri-City National Bank (hereinafter referred to as the "Mortgagee"), whose address is 6400 South 27th Street, Oak Creek, Wisconsin 53154. Mortgagee holds a mortgage pursuant to that certain Mortgage recorded on October 23, 2012, as Document Number 2333449 and that certain Assignment of Rents recorded on October 23, 2012, as Document Number 2333450, Racine County Records (collectively the "Mortgage") on certain property located in the Village of Mount Pleasant, County of Racine, State of Wisconsin legally described in said Mortgage and hereby consents and subordinates its interest in and to the foregoing Temporary Easement Agreement.

IN WITNESS WHEREOF, the Mortgagee has executed this Consent the 3rd day of Dec, 2012.

TRI-CITY NATIONAL BANK

By: 

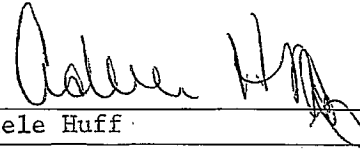
Print Name: John W. Kis

Its: Senior Vice President

STATE OF Wisconsin)

COUNTY OF Milwaukee)

On this 3rd day of Dec, in the year 2012, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John W. Kis, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary's Signature: 

Notary's Name: Adele Huff

Notary Public, State of Wisconsin,

County of Milwaukee

My Commission Expires: March 30, 2014

Acting in the County of: Milwaukee

EXHIBIT A

Legal Description for RPC Parcel

PARCEL I:

That part of the Southwest One-quarter (1/4) of Section Thirteen (13), in Township Three (3) North, Range Twenty-two (22) East, in the Town of Mt. Pleasant, County of Racine, State of Wisconsin, 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 the 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, 78.0 feet; and thence West 269.96 feet to point of beginning. Excepting therefrom the land conveyed for highway purposes by Deed 763-406, as Document No. 745044.

PARCEL II:

That part of the Southwest One-quarter (1/4) of Section Thirteen (13), in Township Three (3) North, Range Twenty-two (22) East, in the Town of Mt. Pleasant, County of Racine, State of Wisconsin, described as follows: Beginning at a point 478.5 feet West of the intersection of the center line of the Green Bay Road and the East and West 1/4 Section line of said Section; run thence South 536.16 feet to the point of beginning of this description; thence South 96.40 feet; thence East parallel to said 1/4 Section line, 269.96 feet to the center line of the Green Bay Road; thence Northeasterly along the center line of said road, 99.1 feet; thence West parallel to said 1/4 Section line, 301.68 feet to the point of beginning. Excepting therefrom land conveyed to the State of Wisconsin for highway purposes recorded in Volume 767 of Records, Page 44, as Document No. 746433 with amendment shown in affidavit recorded in Volume 821 of Records, Page 118, as Document No. 770012.

PARCEL III:

That part of the Southwest One-quarter (1/4) of Section Thirteen (13), in Township Three (3) North, Range Twenty-two (22) East, in the Town of Mt. Pleasant, County of Racine, State of Wisconsin, described as follows: Commencing at the center of Section 13, Township 3 North, Range 22 East, thence North 89°10'36" West, along the North line of said 1/4 Section 565.74 feet to a point; thence South 02°11'58" East, 394.42 feet to the point of beginning of the land to be described; thence continuing South 02°11'58" East, 141.73 feet to a point; thence South 89°10'36" East 253.13 feet to a point in the Easterly right of way of State Trunk Highway 31 thence North 16°04'49" East, along said right of way line 94.06 feet to a point; thence North 79°04'58" West, 289.84 feet to the point of beginning.

Tax Key No. 151-03221314200

Address: 1300 South Green Bay Road

EXHIBIT B

Legal Description for Walmart Parcel

PARCEL I:

Parcels Lettered "A and B" of CERTIFIED SURVEY MAP NO. 1480, part of the Northeast Quarter of the Southwest Quarter of Section 13, Township 3 North, Range 22 East, in the Village of Mt. Pleasant, County of Racine, State of Wisconsin, recorded in the Office of the Register of Deeds for Racine County on July 18, 1990 in Volume 4 of Certified Survey Maps on Pages 568 to 570 inclusive, as Document No. 1315531, and corrected by an Affidavit of Correction recorded on February 19, 1996 in Volume 2510 of Records, on Page 761, as Document No. 1528242, EXCEPTING THEREFROM those lands conveyed to the State of Wisconsin Department of Transportation in a Deed by Corporation recorded on June 4, 1999 in Volume 2923 of Records, on Page 681, as Document No. 1687177.

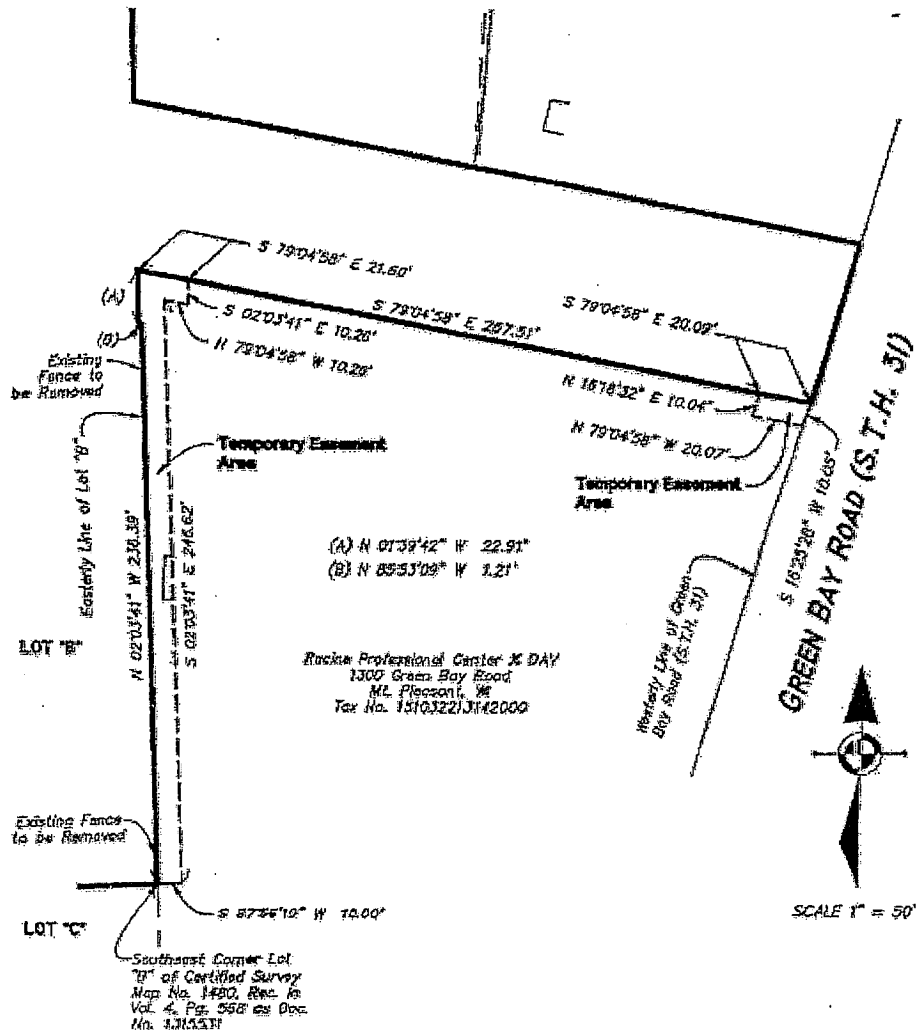
TAX KEY NO. 151-032213135010 (A)

TAX KEY NO. 151-032213135020 (B)

5625 WASHINGTON AVENUE

EXHIBIT C

Drawing for the Temporary Easement Area



AFFIDAVIT OF CORRECTION

Document Number

AFFIANT, Dana Kreis Glencer, Esq., hereby swears or affirms that a certain document which was titled as follows:

Temporary Easement Agreement recorded on the 15th day of January, 2013 as document number 2341327 and was recorded in Racine County, State of Wisconsin, contained the following errors:

I reviewed the above recorded document and discovered that the Parcel Identification Number was incorrect on Exhibit A and inadvertently omitted from the coversheet and the municipality named in Parcels I, II and II of the legal description found on Exhibit A were incorrect.

AFFIANT makes this Affidavit for the purpose of correcting the above documents as follows :

The correct Parcel Identification number on the coversheet and on Exhibit A should read : 151-032213142000

The correct municipality listed for Parcels I, II, and III on Exhibit A should read: Village of Mt. Pleasant

A copy of the original document is attached to this Affidavit .

Dated: January 23, 2013

Signed: _____

* Dana Kreis Glencer

AFFIANT is the (check one):

State of Michigan)

) SS.

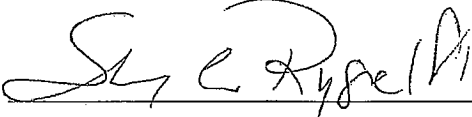
County of Oakland)

☒ Drafter of the document corrected.

☐ Owner of the property described in the being corrected.

☐ Other – explain:

Subscribed and sworn to (or affirmed) before me this 23rd day of January, 2013.



*Sherry L. Rygwelski

Notary Public, State of Michigan

My Commission (expires) (is): 12-27-13

This instrument is drafted by: Dana Kreis Glencer

THIS FORM IS INTENDED TO CORRECT SCRIVNER'S ERRORS AND NOT FOR THE CONVEYANCE OF REAL PROPERTY.

**names of persons signing in any capacity must be typed or printed below their signature.*

Document #: **2342317**

Date: 01-25-2013 Time: 04:56:00 PM Pages: 12

Fee: \$30.00 County: RACINE State: WI

Requesting Party: Wisconsin Title, Closing and Credit Services

Register of Deeds: TYSON FETTES

RACINE COUNTY REGISTER OF DEEDS

****The above recording information verifies this document has been electronically recorded and returned to the submitter****

Recording Area

Name and return address

Dawda Mann Mulcahy & Sadler, PLC
39533 Woodward Avenue, Suite 200
Bloomfield Hills, MI 48304
Attn: Dana Kreis Glencer, Esq.

See attached exhibits

Parcel identification number (PIN)

**TEMPORARY
EASEMENT
AGREEMENT**

Document Number

SEE ATTACHED

Document #: **2341327**

Date: 01-15-2013 Time: 04:32:00 PM Pages: 11

Fee: \$30.00 County: RACINE State: WI

Requesting Party: Wisconsin Title, Closing and Credit Services

Register of Deeds: TYSON FETTES

RACINE COUNTY REGISTER OF DEEDS

**The above recording information verifies
this document has been electronically
recorded and returned to the submitter**

Recording Area

Name and Return Address:

Dana Kreis Glencer, Esq.

Dawda Mann Mulcahy &

Sadler, PLC

39533 Woodward Ave., Suite 200

Bloomfield Hills, MI 48304

**Parcel Identification Numbers
(PIN)**

TEMPORARY
EASEMENT AGREEMENT

THIS TEMPORARY EASEMENT AGREEMENT (the "Agreement") is made as of the 15 day of January, 2013, (the "Effective Date") by and between RACINE PROFESSIONAL CENTER, LLP, a Wisconsin limited liability partnership, whose address is 1300 South Green Bay Rd., Suite 100, Racine, Wisconsin 53406-0000 ("RPC") and WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust, with offices at 702 S.W. Eighth Street, Bentonville, Arkansas 72716 and a mailing address of 2001 S.E. 10th Street, Bentonville, Arkansas 72716-0550 ("Walmart").

RECITALS:

A. RPC is the owner of a certain tract or parcel of land situated in the Village of Mount Pleasant, County of Racine, State of Wisconsin, as more particularly described in the legal description attached hereto as **Exhibit A** (the "RPC Parcel");

B. Walmart is or will be the owner of certain property adjacent to the RPC Parcel also located in the Village of Mount Pleasant, County of Racine, State of Wisconsin, as more particularly described in the legal description attached hereto as **Exhibit B** (the "Walmart Parcel");

C. RPC and Wal-Mart agree that a portion of the RPC Parcel should be burdened by and the Walmart Parcel should be benefited by certain temporary easements, which RPC intends to grant herein and in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, RPC and Walmart hereby agree as follows:

1. **Incorporation.** Recitals A through C, above, are hereby incorporated into the terms of this Agreement by reference as if fully restated herein.

2. **Grant of Temporary Easements.**

(a) Walmart intends to remove certain trees and brush and install new landscaping (i.e. trees, bushes) generally in the location noted as Temporary Easement Area on **Exhibit C** attached hereto and made a part hereof. RPC, as the owner of the RPC Parcel, hereby grants and conveys to Walmart, for the benefit of the Walmart Parcel, temporary easements in, on and under those portions of the RPC Parcel as more particularly depicted on **Exhibit C** attached hereto and made a part hereof (the "Temporary Easement Area") for the purposes of such tree/brush removal, grading, land alteration, land balancing, moving dirt, and the installation of certain landscaping and other related activities. In connection with the foregoing, Walmart will also remove and dispose of that certain dilapidated wire fence that is partially located on both the RPC Parcel and the Walmart Parcel (the location of such fence also being depicted on **Exhibit C** attached hereto). RPC hereby relinquishes any and all right, title and interest in and to said fence, in and to that portion of the Walmart Parcel located beneath said

fence as it exists as of the Effective Date and between said fence (where located on the Wal-Mart Parcel) and the RPC Parcel. Walmart hereby relinquishes any and all right, title and interest in and to said fence and in and to that portion of the RPC Parcel located beneath said fence as it exists as of the Effective Date. After the temporary easement activities are completed in accordance herewith, Walmart shall seed or install mulch upon any affected areas of the Temporary Easement Area. In connection with the temporary construction easement granted herein, RPC hereby grants to Walmart access over the RPC Parcel as may be reasonably necessary in order to reach and have access to the Temporary Easement Area. In connection with any temporary construction work to be performed by Walmart in the Temporary Easement Area, RPC hereby grants to Walmart temporary easements for incidental encroachments upon the RPC Parcel which may occur as a result of construction, so long as such encroachments are kept within the reasonable requirements of construction work expeditiously pursued and so long as customary insurance is maintained protecting RPC from the risks involved.

(b) The easements, covenants and conditions granted and contained herein shall automatically terminate and expire two (2) years from the Effective Date.

3. **Insurance and Indemnification.**

(a) **Indemnification.** Walmart shall hereby indemnify and save RPC harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and occurring on or from its use of the Temporary Easement Area and the RPC Parcel, except if caused by the act or negligence of RPC.

(b) **Insurance.** Walmart shall procure and maintain in full force and effect throughout the term of this Agreement general public liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Temporary Easement Area, such insurance to afford protection to the limit of not less than \$3,000,000 for injury or death of a single person, and to the limit of not less than \$3,000,000 for any one occurrence, and to the limit of not less than \$3,000,000 for property damage. Notwithstanding the foregoing, Walmart may satisfy the foregoing insurance obligations by self-insurance, so long as Walmart net worth exceeds \$100,000,000.

4. **Binding Effect.** Every agreement, covenant, promise, undertaking, condition, easement, right, privilege, option and restriction made, granted or assumed, as the case may be, by any party to this Agreement is made by RPC personally for the benefit of Walmart and shall run with the land and constitute an equitable servitude on the Temporary Easement Area appurtenant to and for the benefit of the Walmart Parcel.

5. **Non-Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Temporary Easement Area to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto and their successors and assigns that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

6. **Notices.** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, or by a nationally recognized overnight carrier, addressed as follows:

If to Walmart:

Wal-Mart Real Estate Business Trust
Sam Walton Development Complex
2001 S.E. 10th Street, Store #5695-00
Bentonville, Arkansas 72716-0550
Attention: Realty Management-Michigan

If to RPC:

Racine Professional Center, LLP
1300 South Green Bay Rd.
Suite 100
Racine, Wisconsin 53406-0000
Attention: Gus Antonneau

7. **Miscellaneous.**

(a) No breach of the provisions of this Agreement shall entitle the RPC or Walmart to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Agreement.

(b) If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

(d) The Paragraph headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

(e) Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

(f) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

(g) This Agreement may be amended, modified, or terminated at any time prior to the expiration of the time period set forth in Section 2(b) by a declaration in writing, executed and acknowledged by all the parties to the Agreement or their successors or assigns.

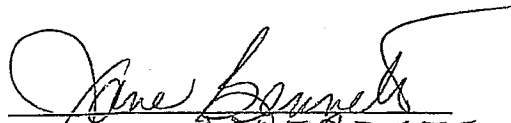
(h) This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings among the parties hereto concerning the Temporary Easement Area. All Exhibits attached to this Agreement are by this reference incorporated herein.

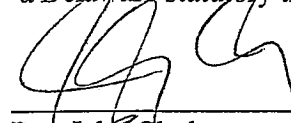
(i) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

[signatures appear on following page]

IN WITNESS WHEREOF, the undersigned have executed this easement agreement the date first written above.

WAL-MART REAL ESTATE BUSINESS TRUST,
a Delaware statutory trust

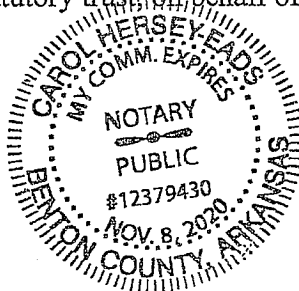

Print Name: JANE BENNETT

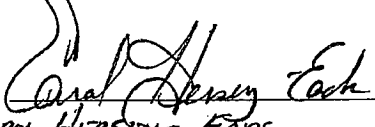

By: John Clarke
Its: Vice President - Real Estate

Date: JANUARY 10, 2013

STATE OF ARKANSAS)
) SS.
COUNTY OF BENTON)

The foregoing instrument was acknowledged before me this 10th day of JANUARY, 2013, by John Clarke, Vice-President - Real Estate of the Wal-Mart Real Estate Business Trust, a Delaware statutory trust, on behalf of the Trust.



Notary's Signature: 
Notary's Name: CAROL HERSEY EADS
Notary Public, State of Arkansas,
County of BENTON
My Commission Expires: 11/08/2020

[signatures continue on the following page]

Tina Tripoli

Print Name: Tina Tripoli

**RACINE PROFESSIONAL CENTER,
LLP, a Wisconsin limited partnership**

By: Raymond Antonneau

Its: Managing Partner

Date: Dec 3, 2012

STATE OF WISCONSIN)
) SS.
COUNTY OF RACINE)

The foregoing instrument was acknowledged before me this 3rd day of December 2012, by Raymond Antonneau, the Managing Partner of RACINE PROFESSIONAL CENTER, LLP, a Wisconsin limited partnership, on behalf of the limited partnership.

Notary's Signature: Karen M. Mutter

Notary's Name: Karen M. Mutter

Notary Public, State of Wisconsin,

County of Racine

My Commission Expires: 7-21-13

Drafted outside of the State of Wisconsin by
and when recorded return to:

Dawda, Mann, Mulcahy & Sadler, PLC
39533 Woodward Avenue, Suite 200
Bloomfield Hills, Michigan 48304-2815
Attention: Dana Kreis Glencer

MORTGAGEE CONSENT AND SUBORDINATION
TO TEMPORARY EASEMENT AGREEMENT

This Consent and Subordination to Temporary Easement Agreement is made by Tri-City National Bank (hereinafter referred to as the "Mortgagee"), whose address is 6400 South 27th Street, Oak Creek, Wisconsin 53154. Mortgagee holds a mortgage pursuant to that certain Mortgage recorded on October 23, 2012, as Document Number 2333449 and that certain Assignment of Rents recorded on October 23, 2012, as Document Number 2333450, Racine County Records (collectively the "Mortgage") on certain property located in the Village of Mount Pleasant, County of Racine, State of Wisconsin legally described in said Mortgage and hereby consents and subordinates its interest in and to the foregoing Temporary Easement Agreement.

IN WITNESS WHEREOF, the Mortgagee has executed this Consent the 3rd day of DEC, 2012.

TRI-CITY NATIONAL BANK

By: 

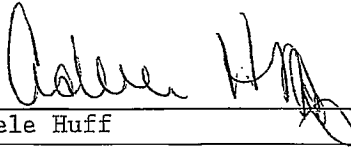
Print Name: John W. Kis

Its: Senior Vice President

STATE OF Wisconsin)

COUNTY OF Milwaukee)

On this 3rd day of DEC, in the year 2012, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John W. Kis, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary's Signature: 

Notary's Name: Adele Huff

Notary Public, State of Wisconsin,

County of Milwaukee

My Commission Expires: March 30, 2014

Acting in the County of: Milwaukee

EXHIBIT A

Legal Description for RPC Parcel

PARCEL I:

That part of the Southwest One-quarter (1/4) of Section Thirteen (13), in Township Three (3) North, Range Twenty-two (22) East, in the Town of Mt. Pleasant, County of Racine, State of Wisconsin, 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 the 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, 78.0 feet; and thence West 269.96 feet to point of beginning. Excepting therefrom the land conveyed for highway purposes by Deed 763-406, as Document No. 745044.

PARCEL II:

That part of the Southwest One-quarter (1/4) of Section Thirteen (13), in Township Three (3) North, Range Twenty-two (22) East, in the Town of Mt. Pleasant, County of Racine, State of Wisconsin, described as follows: Beginning at a point 478.5 feet West of the intersection of the center line of the Green Bay Road and the East and West 1/4 Section line of said Section; run thence South 536.16 feet to the point of beginning of this description; thence South 96.40 feet; thence East parallel to said 1/4 Section line, 269.96 feet to the center line of the Green Bay Road; thence Northeasterly along the center line of said road, 99.1 feet; thence West parallel to said 1/4 Section line, 301.68 feet to the point of beginning. Excepting therefrom land conveyed to the State of Wisconsin for highway purposes recorded in Volume 767 of Records, Page 44, as Document No. 746433 with amendment shown in affidavit recorded in Volume 821 of Records, Page 118, as Document No. 770012.

PARCEL III:

That part of the Southwest One-quarter (1/4) of Section Thirteen (13), in Township Three (3) North, Range Twenty-two (22) East, in the Town of Mt. Pleasant, County of Racine, State of Wisconsin, described as follows: Commencing at the center of Section 13, Township 3 North, Range 22 East, thence North 89°10'36" West, along the North line of said 1/4 Section 565.74 feet to a point; thence South 02°11'58" East, 394.42 feet to the point of beginning of the land to be described; thence continuing South 02°11'58" East, 141.73 feet to a point; thence South 89°10'36" East 253.13 feet to a point in the Easterly right of way of State Trunk Highway 31 thence North 16°04'49" East, along said right of way line 94.06 feet to a point; thence North 79°04'58" West, 289.84 feet to the point of beginning.

Tax Key No. 151-03221314200

Address: 1300 South Green Bay Road

EXHIBIT B

Legal Description for Walmart Parcel

PARCEL I:

Parcels Lettered "A and B" of CERTIFIED SURVEY MAP NO. 1480, part of the Northeast Quarter of the Southwest Quarter of Section 13, Township 3 North, Range 22 East, in the Village of Mt. Pleasant, County of Racine, State of Wisconsin, recorded in the Office of the Register of Deeds for Racine County on July 18, 1990 in Volume 4 of Certified Survey Maps on Pages 568 to 570 inclusive, as Document No. 1315531, and corrected by an Affidavit of Correction recorded on February 19, 1996 in Volume 2510 of Records, on Page 761, as Document No. 1528242, EXCEPTING THEREFROM those lands conveyed to the State of Wisconsin Department of Transportation in a Deed by Corporation recorded on June 4, 1999 in Volume 2923 of Records, on Page 681, as Document No. 1687177.

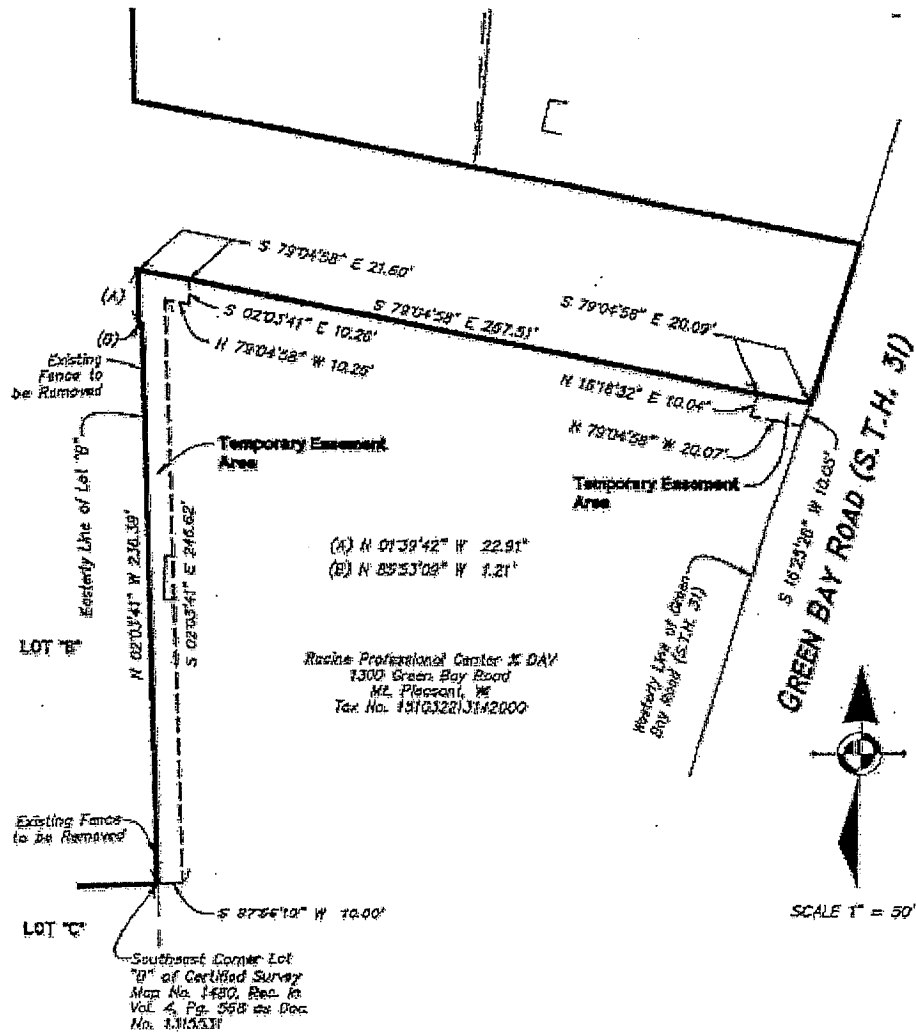
TAX KEY NO. 151-032213135010 (A)

TAX KEY NO. 151-032213135020 (B)

5625 WASHINGTON AVENUE

EXHIBIT C

Drawing for the Temporary Easement Area



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 Tourand Av.
Racine, WI 53406

see attached parcel
listing

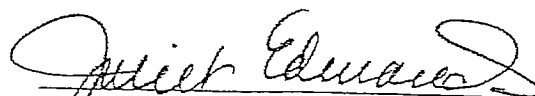
Parcel ID Number(s)

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

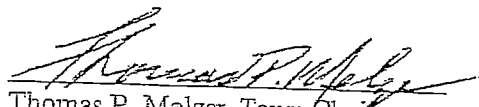
BE IT FURTHER RESOLVED that pursuant to Section 66.068 of the Wisconsin Statutes, the Mt. Pleasant Storm Water Utility District Commission is hereby created and shall be responsible for management and administration of the Utility District, subject to any approval, reporting or other requirements or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

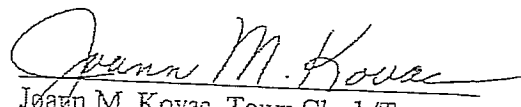
BE IT FURTHER RESOLVED that the Mt. Pleasant Storm Water Utility District Commission shall consist of three (3) Commissioners duly appointed by the Town Board. The initial Commissioners shall serve until their successors are appointed by the Town Board.

Dated this 26th day of January, 1998

Approved:

Attest:


Thomas P. Melzer, Town Chair


Jean 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.

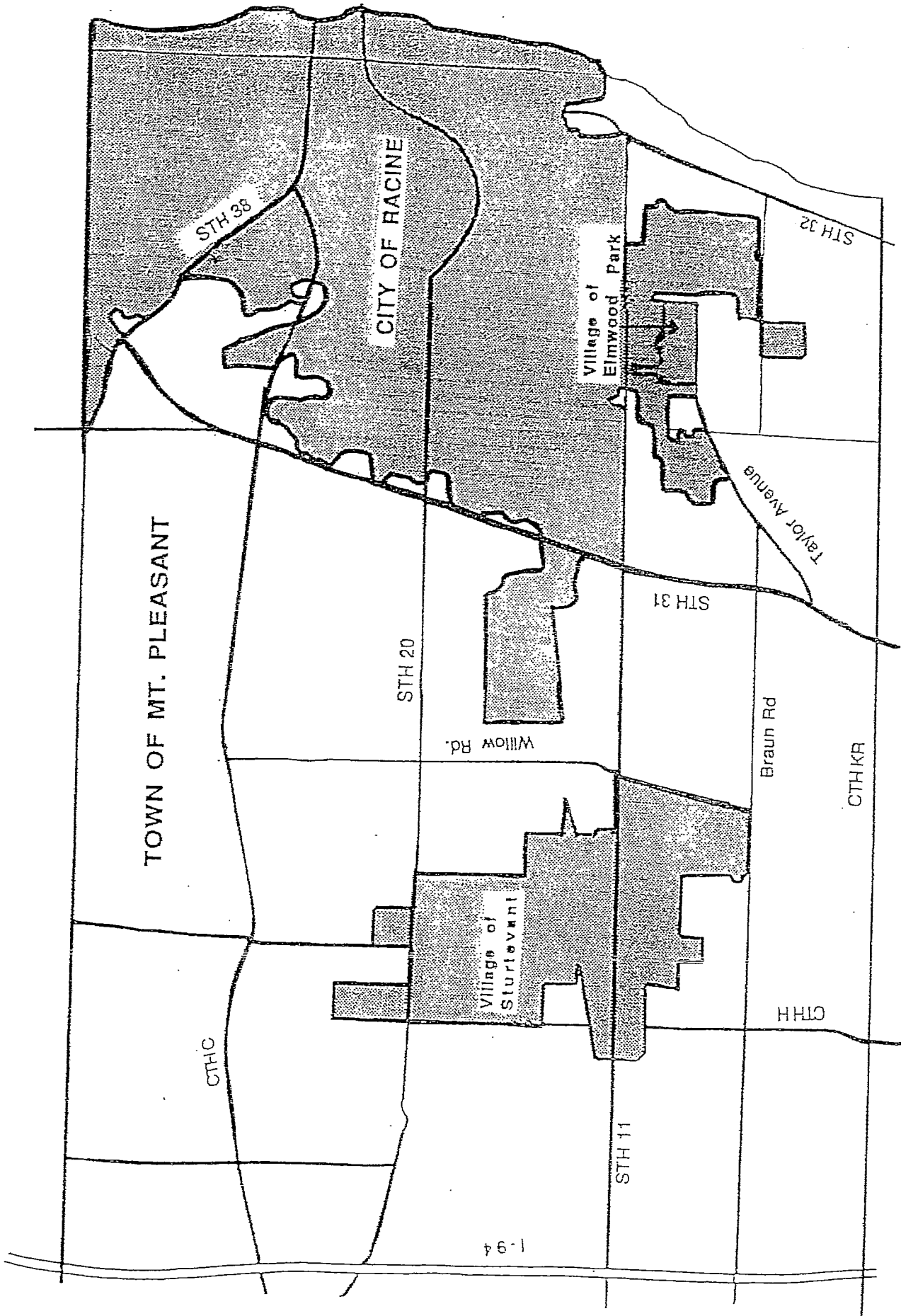
At such hearing all interested persons may be present and offer objections, criticisms or suggestions to the necessity of the proposed utility district and dissolution of the Mt. Pleasant Storm Water Drainage District No. 1 as outlined, and to question whether their property will be benefited by the 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
3766 151032213116000	3767 151032213116101	3768 151032213116102	3769 151032213116103	3770 151032213116104
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
3791 151032213126000	3792 151032213126001	3793 151032213128000	3794 151032213129000	3795 151032213130000
3796 151032213131000	3797 151032213132000	3798 151032213135010	3799 151032213135020	3800 151032213135030
3801 151032213136000	3802 151032213140000	3803 151032213141000	3804 151032213142000	3805 151032213143000
3806 151032213145000	3807 151032213146000	3808 151032213147000	3809 151032213148000	3810 151032213149000
3811 151032213149001	3812 151032213149002	3813 151032213149003	3814 151032213149004	3815 151032213150000
3816 151032213150010	3817 151032213151000	3818 151032213151010	3819 151032213152000	3820 151032213154001
3821 151032213154005	3822 151032213155000	3823 151032213156000	3824 151032213157000	3825 151032213158000
3826 151032213159000	3827 151032213160000	3828 151032213161000	3829 151032213162000	3830 151032213163000
3831 151032213164000	3832 151032213165000	3833 151032213166000	3834 151032213167000	3835 151032213168100
3836 151032213168101	3837 151032213168102	3838 151032213168103	3839 151032213168210	3840 151032213168220
3841 151032213170000	3842 151032213171000	3843 151032213177000	3844 151032213178000	3845 151032213179000
3846 151032213180000	3847 151032213181000	3848 151032213182000	3849 151032213183000	3850 151032213184000
3851 151032213185000	3852 151032213186000	3853 151032213187000	3854 151032213188000	3855 151032213189000
3856 151032213190000	3857 151032213191000	3858 151032213192000	3859 151032213193000	3860 151032213194000
3861 151032213195000	3862 151032213196000	3863 151032213197000	3864 151032213198000	3865 151032213199000
3866 151032213200000	3867 151032213201000	3868 151032213202000	3869 151032213203000	3870 151032213204000
3871 151032213205000	3872 151032213206000	3873 151032213207000	3874 151032213208000	3875 151032213209000
3876 151032213210000	3877 151032213211000	3878 151032213212000	3879 151032213213000	3880 151032213214000
3881 151032213215000	3882 151032213217000	3883 151032213218000	3884 151032213220000	3885 151032213221000
3886 151032213222000	3887 151032213223000	3888 151032213225000	3889 151032213226000	3890 151032213227000
3891 151032213228000	3892 151032213229000	3893 151032213230000	3894 151032213231000	3895 151032213232000
3896 151032213233000	3897 151032213234000	3898 151032213235000	3899 151032213236000	3900 151032213237000
3901 151032213300000	3902 151032213301000	3903 151032213302000	3904 151032213303000	3905 151032213304000
3906 151032213305000	3907 151032213306000	3908 151032213307000	3909 151032213308000	3910 151032213309000
3911 151032213310000	3912 151032213311000	3913 151032213312000	3914 151032213313000	3915 151032213314000
3916 151032213315000	3917 151032213316000	3918 151032213317000	3919 151032213318000	3920 151032213319000
3921 151032213320000	3922 151032213321000	3923 151032213322000	3924 151032213323000	3925 151032213324000
3926 151032213325000	3927 151032213326000	3928 151032213327000	3929 151032213328000	3930 151032213329000
3931 151032213330000	3932 151032213331000	3933 151032213332000	3934 151032213333000	3935 151032213334000
3936 151032213335000	3937 151032213336000	3938 151032213337000	3939 151032213338000	3940 151032213339000
3941 151032213340000	3942 151032213341000	3943 151032213342000	3944 151032213343000	3945 151032213344000
3946 151032213345000	3947 151032213346000	3948 151032213347000	3949 151032213348000	3950 151032213349000
3951 151032213350000	3952 151032213351000	3953 151032213352000	3954 151032213353000	3955 151032213354000
3956 151032213355000	3957 151032213356000	3958 151032213357000	3959 151032213358000	3960 151032213359000

Document Number

**MEMORANDUM OF BUILDING AND
ROOFTOP LEASE AGREEMENT**

Document #: **2393162**

Date: 10-29-2014 Time: 11:39:00 AM Pages: 9

Fee: \$30.00 County: RACINE State: WI

Requesting Party: Davis & Kuelthau - Brookfield

Register of Deeds: TYSON FETTES

RACINE COUNTY REGISTER OF DEEDS

**The above recording information verifies
this document has been electronically
recorded and returned to the submitter**

Recording Area

Name and Return Address:

Attorney Rodney Carter

Davis & Kuelthau, s.c.

300 N. Corporate Drive, Suite 150

Brookfield, WI 53045

Parcel Identification Number (PIN)

151-03-22-13-137-000

151-03-22-13-138-000

151-03-22-13-142-000

LESSOR SITE NAME/SITE NUMBER: Racine West/280176

T:\DOCS\83009\00124\6303537

MEMORANDUM OF BUILDING AND ROOFTOP LEASE AGREEMENT

THIS MEMORANDUM OF BUILDING AND ROOFTOP LEASE AGREEMENT ("Memorandum") is made and entered into as of the 1st day of May, 2014, by and between Racine Professional Center, LLP, a Wisconsin limited liability partnership, ("Lessor") with its principal offices located at 1300 South Green Bay Road, Mount Pleasant, Wisconsin 53406, and Verizon Wireless Personal Communications LP, d/b/a Verizon Wireless, a Delaware limited liability company, ("Lessee") with its principal offices at c/o Verizon Wireless, One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920-1097. Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. Lessor and Lessee entered into a Building and Rooftop Lease Agreement ("Lease") dated of even date herewith. The Lease has an initial term of five (5) years and shall be subject to extension as set forth in Paragraph 4 of the Lease between Lessor and Lessee.

2. As set forth in the Lease, Lessor leases to Lessee a portion of that certain space on the Lessor's building and rooftop located at 1300 South Green Bay Road, Village of Mount Pleasant, Racine County, Wisconsin, (the entirety of Lessor's property is referred to hereinafter as the "Property", and is more fully described in Exhibit A, which is attached hereto and incorporated herein), together with the non-exclusive right for ingress and egress seven (7) days a week twenty-four (24) hours a day, over the Property and in and through Lessor's building and rooftop to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of Lessee's communications antenna and related equipment. The rooftop space, floor space, antenna space, and cabling space are hereinafter collectively referred to as the "Premises". The Premises and Plat of Survey are described in Exhibit B, which is attached hereto and made a part hereof.

3. The Commencement Date of the Lease is the date specified in the Lease.

3. Lessor and Lessee have executed and delivered this Memorandum for the purpose of memorializing, of record, their mutual understandings regarding the Lease. All of the terms, covenants and conditions regarding the foregoing are more particularly set forth in the Lease. In the event of conflict between the terms and condition set forth in this Memorandum and the terms and conditions set forth in the Lease, the and conditions of the Lease shall govern and control.

5. The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed and incorporated herein by reference.

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

[Signature Pages Follow]

IN WITNESS WHEREOF, LESSOR and LESSEE have signed and sealed this Memorandum of Lease as of the date and year first above written.

LESSOR:

Racine Professional Center, LLP, a Wisconsin limited liability partnership

By: [Signature]
Name: RG Antonneau
Title: Managing Partner

STATE OF Wisconsin)
COUNTY OF Racine) SS

Personally came before me on April 29, 2014, the above-named Raymond Antonneau, to me known by the person(s) who executed the foregoing instrument and acknowledged to me that they executed the same in their authorized capacity, and that by his/her signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.

[Signature]
Ralph Springer
Notary Public, State of WI
My commission (is permanent)
(expires) July 10, 2016

[Signature and Acknowledgement of Lessee Appear on Following Page]

LESSEE:

**Verizon Wireless Personal Communications
LP, d/b/a Verizon Wireless, a Delaware
limited liability company**

By: 

Name: Lynn Ramsey

Title: Area Vice President Network

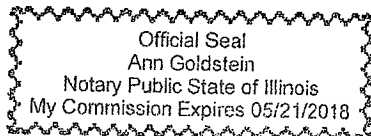
STATE OF ILLINOIS)

)

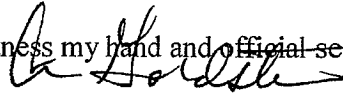
SS

COUNTY OF DuPAGE)

Personally came before me on Oct - 10, 2014, the above-named Lynn Ramsey, to me known by the person(s) who executed the foregoing instrument and acknowledged to me that they executed the same in their authorized capacity, and that by his/her signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.



Witness my hand and official seal.


Ann Goldstein

Notary Public, State of IL

My commission (is permanent)
(expires) _____

THIS INSTRUMENT DRAFTED BY:

Attorney Rodney W. Carter

Davis & Kuelthau, s.c.

300 N. Corporate Drive, Suite 150

Brookfield, WI 53045

Phone: 262-792-2405

Facsimile: 262-792-2461

EXHIBIT A

Legal Description – Property

Site address: 1300 South Green Bay Road, Village of Mount Pleasant, Racine County, Wisconsin

Parcel I:

That part of the South West Quarter 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 the 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, 78.0 feet; and thence West 269.96 feet to point of beginning. Excepting therefrom the land conveyed for highway purposes by Deed 763-406, as Document No. 745044. Said land being in the Village of Mt. Pleasant, County of Racine and State of Wisconsin.

Parcel II:

That part of the South West Quarter of Section 13, Township 3 North, Range 22 East, described as follows:

Beginning 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 536.16 feet to the point of beginning of this description; thence South 96.40 feet; thence East parallel to said 1/4 Section line, 269.96 feet to the center line of the Green Bay Road; thence Northeasterly along the center line of said road, 99.1 feet; thence West parallel to said 1/4 Section line, 301.68 feet to the point of beginning. Excepting therefrom land conveyed to the State of Wisconsin for highway purposes recorded in Volume 767 of Records, Page 44, as Document No. 746433 with amendment shown in affidavit recorded in Volume 821 of Records, Page 118, as Document No. 770012. Said land being in the Village of Mt. Pleasant, County of Racine and State of Wisconsin.

Parcel III:

That part of the South West Quarter of Section 13, Township 3 North, Range 22 East, described as follows:

Commencing at the center of Section 13, Township 3 North, Range 22 East, thence North 89° 10' 36" West, along the North line of said 1/4 Section 565.74 feet to a point; thence South 2° 11' 58" East, 394.42 feet to the point of beginning of the land to be described; thence continuing South 02° 11' 58" East, 141.73 feet to a point; thence South 89° 10' 36" East 253.13 feet to a point in the Easterly right of way of State Trunk Highway 31; thence North 16° 04' 49" East, along said right of way line 94.06 feet to a point; thence North 79° 04' 58" West, 289.84 feet to the point of beginning. Said land being in the Village of Mt. Pleasant, County of Racine and State of Wisconsin.

EXHIBIT B

Facilities & Plat of Survey

[illegible]

TERRA
 600 Buss Highway
 Park Ridge, IL 60068
 OFFICE: (847) 698-4400
 FAX: (847) 698-4472

verizon
 1515 WOODFIELD ROAD
 SUITE 1400
 Schaumburg, IL 60173

MERIDIAN
SURVEYING, LLC
 N8774 Fieldstone 1
 Office: 920-893-0881
 Menasha, WI 54952 Fax: 920-273-8037

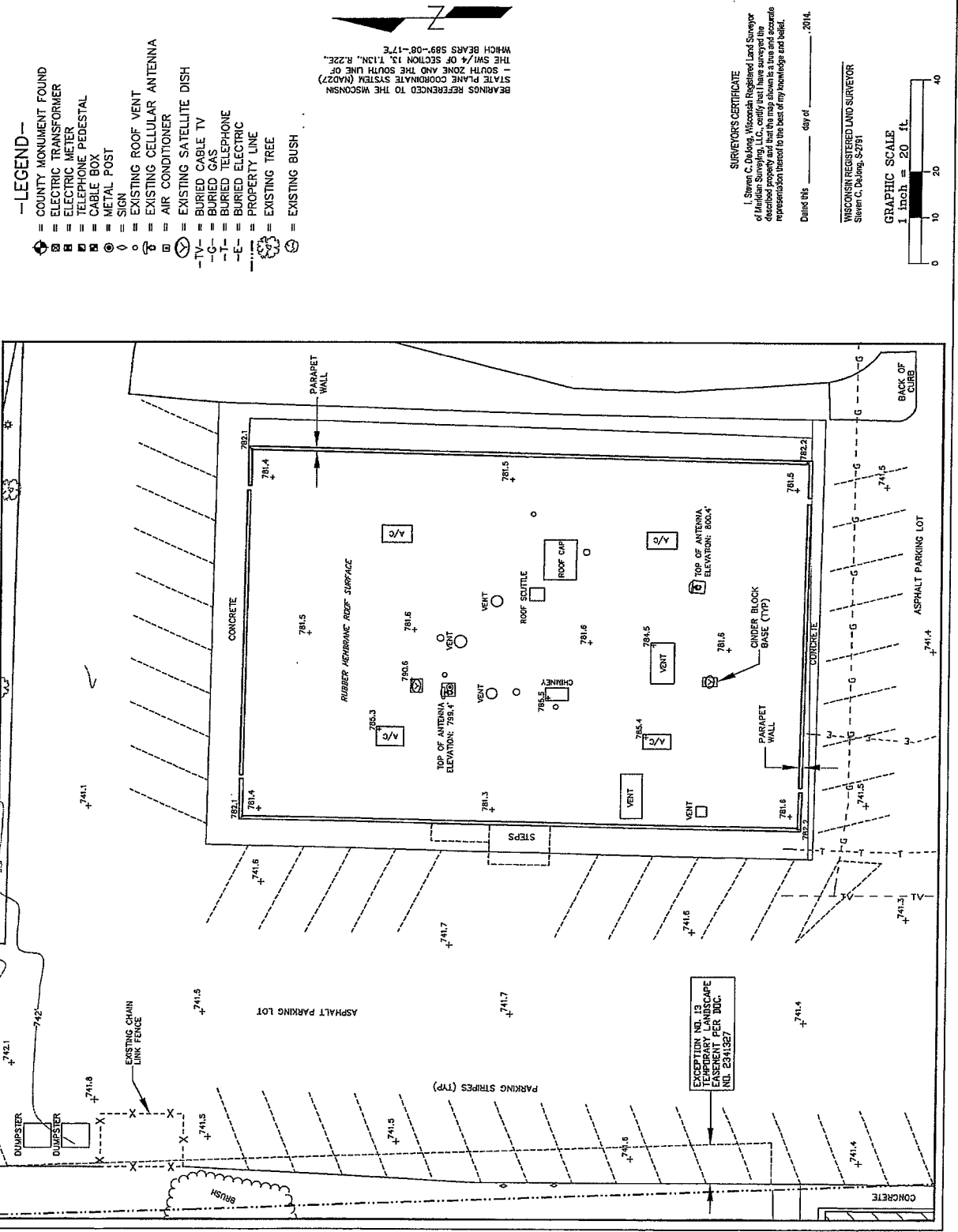
SITE NAME: RACINE WEST
 SITE NUMBER: 280176
 SITE ADDRESS: 1300 S. GREEN BAY RD.
 MT. PLEASANT, WI 53406

PROPERTY OWNER:
 RACINE PROFESSIONAL CENTER
 1300 S. GREEN BAY RD. SUITE 100
 MT. PLEASANT, WI 53406
 PARCEL NO: 151 032213142000
 ZONED: BUSINESS
 DEED: DOCUMENT NO. 1906845

LEASE EXHIBIT
 FOR
 VERIZON WIRELESS PERSONAL
 COMMUNICATIONS LP d/b/a VERIZON WIRELESS
 BEING A PART OF THE NET/4 OF THE
 SW1/4, SECTION 13, T.13N., R.22E.,
 CITY OF RACINE, RACINE COUNTY,
 WISCONSIN

NO.	DATE	DESCRIPTION	BY
2	2/11/14	Added Title Report	J.B.
1	1/23/14	Preliminary Survey	J.B.

DRAWN BY: J.B. FIELD MARK 1-23-14
 CHECKED BY: S.C.D. FIELD BOOK: M-28 PG.85
 JOB NO: 7506-B1558 SHEET 2 OF 3



MORTGAGE

Document #: 2333449

Date: 10-23-2012 Time: 12:11 PM Pages: 7

Fee: \$30.00 County: RACINE State: WI

Requesting Party: Title Service of Southeast Wisconsin Inc.
Register of Deeds: TYSON FETTES
RACINE COUNTY REGISTER OF DEEDS

**The above recording information verifies
this document has been electronically
recorded and returned to the submitter**

DOCUMENT NUMBER:

RETURN ADDRESS:

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

PARCEL I.D. NUMBER: 151-032213142000

THIS MORTGAGE dated September 28, 2012, is made and executed between RACINE PROFESSIONAL CENTER, LLP (referred to below as "Grantor") and Tri City National Bank, whose address is 6400 South 27th Street, Oak Creek, WI 53154 (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 South West 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 the 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, 78.0 feet; and thence West 269.96 feet to point of beginning. Excepting therefrom the land conveyed for highway purposes by Deed 763-406, as Document No. 745044. Said land being in the Village of Mt Pleasant, County of Racine, State of Wisconsin.

Parcel 2:

That part of the South West 1/4 of Section 13, Township 3 North, Range 22 East, described as follows: Beginning at a point 478.5 feet West of the intersection of the center line of the Green Bay Road and the East and West 1/4 Section line of said Section; run thence South 536.16 feet to the point of beginning of this description; thence South 96.40 feet; thence East parallel to said 1/4 Section line, 269.96 feet to the center line of the Green Bay Road; thence Northeasterly along the center line of said road, 99.1 feet; thence West parallel to said 1/4 Section line, 301.68 feet to the point of beginning. Excepting therefrom land conveyed to the State of Wisconsin for highway purposes recorded in Volume 767 of Records, page 44, as Document No. 746433 with amendment shown in affidavit recorded in Volume 821 of Records, page 118, as Document No. 770012. Said land being in the Village of Mt Pleasant, County of Racine, State of Wisconsin.

Parcel 3:

That part of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, described as follows: Commencing at the center of Section 13, Township 3 North, Range 22 East, thence North 89 degs. 10'36" West, along the North line of said 1/4 Section 565.74 feet to a point; thence South 02 degs. 11'58" East, 394.42 feet to the point of beginning of the land to be described; thence continuing South 02 degs. 11'58" East, 141.73 feet to a point; thence South 89 degs. 10'36" East 253.13 feet to a point in the Easterly right of way of State Trunk Highway 31 thence North 16 degs. 04'49" East, along said right of way line 94.06 feet to a point; thence North 79 degs. 04'58" West, 289.84 feet to the point of beginning. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

For Reference Only: 1300 South Green Bay Road

The Real Property or its address is commonly known as 1300 South Green Bay Road, Village of Mt. Pleasant, WI 53406. The Real Property tax identification number is 151-032213142000.

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.

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

This property is not the Grantor's homestead.

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

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

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

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

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

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and

maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby: (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

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

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

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

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

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

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

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

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

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

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

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

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

insurance for the term of the loan.

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

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security

interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

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

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

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

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

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

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

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

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

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

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

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

Death or Insolvency. The dissolution or termination of Grantor's existence as a going business or the death of any partner, 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.

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

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

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

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

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

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

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

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

Foreclosure without Deficiency Judgment. Grantor agrees to the provisions of Wis. Stats. Section 846.101 (as the same may be

amended or renumbered from time to time) if the Real Property is twenty (20) acres or less, and is either (1) a 1-4 family residence that is owner-occupied at the initiation of a foreclosure proceeding, (2) a church, (3) a farm, or (4) is owned by a tax exempt charitable organization. Pursuant to Wis. Stats. Section 846.101, Lender, upon waiving the right to judgment for any deficiency, may conduct a foreclosure sale of the Real Property six (6) months after a foreclosure judgment is entered. If the Real Property is a type other than that described in Wis. Stats. Section 846.101(1), then Grantor agrees to the provisions of Wis. Stats. Section 846.103 (as the same may be amended or renumbered from time to time) permitting Lender, upon waiving the right to judgment for any deficiency, to conduct a foreclosure sale of the Real Property three (3) months after a foreclosure judgment is entered.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Borrower. The word "Borrower" means RACINE PROFESSIONAL CENTER, LLP 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 RACINE PROFESSIONAL CENTER, LLP.

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 when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

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

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

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

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

Note. The word "Note" means the promissory note dated September 28, 2012, in the original principal amount of **\$240,000.00** 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.

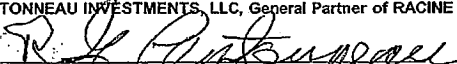
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

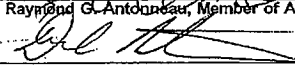
GRANTOR:

RACINE PROFESSIONAL CENTER, LLP

By: 
Raymond G. Antonneau, General Partner of RACINE PROFESSIONAL CENTER, LLP

ANTONNEAU INVESTMENTS, LLC, General Partner of RACINE PROFESSIONAL CENTER, LLP

By: 
Raymond G. Antonneau, Member of ANTONNEAU INVESTMENTS, LLC

By: 
Daniel G. Antonneau, Manager and Member of ANTONNEAU INVESTMENTS, LLC

By: 
Christopher J. Antonneau, Member of ANTONNEAU INVESTMENTS, LLC

By: 
Thomas J. Antonneau, Member of ANTONNEAU INVESTMENTS, LLC

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

Complete either Authentication Section or Acknowledgment Section

AUTHENTICATION

Signature(s) of RACINE PROFESSIONAL CENTER, LLP authenticated this _____ day of _____
20____

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

PARTNERSHIP ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

On this 28th day of SEPTEMBER, 2012, before me, the undersigned Notary Public, personally appeared Raymond G. Antonneau, General Partner of RACINE PROFESSIONAL CENTER, LLP; Raymond G. Antonneau, Member of ANTONNEAU INVESTMENTS, LLC, General Partner of RACINE PROFESSIONAL CENTER, LLP; Daniel G. Antonneau, Manager and Member of ANTONNEAU INVESTMENTS, LLC, General Partner of RACINE PROFESSIONAL CENTER, LLP; Christopher J. Antonneau, Member of ANTONNEAU INVESTMENTS, LLC, General Partner of RACINE PROFESSIONAL CENTER, LLP; and Thomas J. Antonneau, Member of ANTONNEAU INVESTMENTS, LLC, General Partner of RACINE PROFESSIONAL CENTER, LLP, and known to me to be partners or designated agents of the partnership that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the partnership.

By Karen M. Mutter
Karen M. Mutter
(Type or Print Name)

Residing at Racine, WI

Notary Public in and for the State of Wisconsin

My commission expires 7-21-13

ASSIGNMENT OF RENTS

Document #: 2333450
Date: 10-23-2012 Time: 12:11 PM Pages: 7
Fee: \$30.00 County: RACINE State: WI
Requesting Party: Title Service of Southeast Wisconsin Inc.
Register of Deeds: TYSON FETTES
RACINE COUNTY REGISTER OF DEEDS

**The above recording information verifies
this document has been electronically
recorded and returned to the submitter**

DOCUMENT NUMBER:

RETURN ADDRESS:

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

PARCEL I.D. NUMBER: 151-032213142000

THIS ASSIGNMENT OF RENTS dated September 28, 2012, is made and executed between RACINE PROFESSIONAL CENTER, LLP (referred to below as "Grantor") and Tri City National Bank, whose address is 6400 South 27th Street, Oak Creek, WI 53154 (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 South West 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 the 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, 78.0 feet; and thence West 269.96 feet to point of beginning. Excepting therefrom the land conveyed for highway purposes by Deed 763-406, as Document No. 745044. Said land being in the Village of Mt Pleasant, County of Racine, State of Wisconsin.

Parcel 2:

That part of the South West 1/4 of Section 13, Township 3 North, Range 22 East, described as follows: Beginning at a point 478.5 feet West of the intersection of the center line of the Green Bay Road and the East and West 1/4 Section line of said Section; run thence South 536.16 feet to the point of beginning of this description; thence South 96.40 feet; thence East parallel to said 1/4 Section line, 269.96 feet to the center line of the Green Bay Road; thence Northeasterly along the center line of said road, 99.1 feet; thence West parallel to said 1/4 Section line, 301.68 feet to the point of beginning. Excepting therefrom land conveyed to the State of Wisconsin for highway purposes recorded in Volume 767 of Records, page 44, as Document No. 746433 with amendment shown in affidavit recorded in Volume 821 of Records, page 118, as Document No. 770012. Said land being in the Village of Mt Pleasant, County of Racine, State of Wisconsin.

Parcel 3:

That part of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, described as follows: Commencing at the center of Section 13, Township 3 North, Range 22 East, thence North 89 degs. 10'36" West, along the North line of said 1/4 Section 565.74 feet to a point; thence South 02 degs. 11'58" East, 394.42 feet to the point of beginning of the land to be described; thence continuing South 02 degs. 11'58" East, 141.73 feet to a point; thence South 89 degs. 10'36" East 253.13 feet to a point in the Easterly right of way of State Trunk Highway 31 thence North 16 degs. 04'49" East, along said right of way line 94.06 feet to a point; thence North 79 degs. 04'58" West, 289.84 feet to the point of beginning.

**ASSIGNMENT OF RENTS
(Continued)**

Page 2

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

For Reference Only: 1300 South Green Bay Road

The Property or its address is commonly known as 1300 South Green Bay Road, Village of Mt. Pleasant, WI 53406. The Property tax identification number is 151-032213142000.

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

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

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

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

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

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

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

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

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

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

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

ASSIGNMENT OF RENTS (Continued)

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

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

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

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

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.

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 or termination of Grantor's existence as a going business or the death of any partner, 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.

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

ASSIGNMENT OF RENTS (Continued)

Page 4

the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness or as the court may direct. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

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

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

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

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

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

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

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

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.

ASSIGNMENT OF RENTS (Continued)

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

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

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

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

Borrower. The word "Borrower" means RACINE PROFESSIONAL CENTER, LLP.

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 RACINE PROFESSIONAL CENTER, LLP.

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 all amounts that may be indirectly secured by the Cross-Collateralization provision of this Assignment.

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

Note. The word "Note" means the promissory note dated September 28, 2012, in the original principal amount of **\$240,000.00** 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.

**ASSIGNMENT OF RENTS
(Continued)**

Page 6

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON SEPTEMBER 28, 2012.

GRANTOR:

RACINE PROFESSIONAL CENTER, LLP

By: 

Raymond G. Antonneau, General Partner of RACINE PROFESSIONAL CENTER, LLP

ANTONNEAU INVESTMENTS, LLC, General Partner of RACINE PROFESSIONAL CENTER, LLP

By: 

Raymond G. Antonneau, Member of ANTONNEAU INVESTMENTS, LLC

By: 

Daniel G. Antonneau, Manager and Member of ANTONNEAU INVESTMENTS, LLC

By: 

Christopher J. Antonneau, Member of ANTONNEAU INVESTMENTS, LLC

By: 

Thomas J. Antonneau, Member of ANTONNEAU INVESTMENTS, LLC

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

Complete either Authentication Section or Acknowledgment Section

AUTHENTICATION

Signature(s) of RACINE PROFESSIONAL CENTER, LLP authenticated this _____ day of _____, 20____.

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

ASSIGNMENT OF RENTS
(Continued)

Page 7

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Wisconsin)
) SS
COUNTY OF Racine)

On this 28th day of September, 20 12, before me, the undersigned Notary Public, personally appeared Raymond G. Antonneau, General Partner of RACINE PROFESSIONAL CENTER, LLP; Raymond G. Antonneau, Member of ANTONNEAU INVESTMENTS, LLC, General Partner of RACINE PROFESSIONAL CENTER, LLP; Daniel G. Antonneau, Manager and Member of ANTONNEAU INVESTMENTS, LLC, General Partner of RACINE PROFESSIONAL CENTER, LLP; Christopher J. Antonneau, Member of ANTONNEAU INVESTMENTS, LLC, General Partner of RACINE PROFESSIONAL CENTER, LLP; and Thomas J. Antonneau, Member of ANTONNEAU INVESTMENTS, LLC, General Partner of RACINE PROFESSIONAL CENTER, LLP, and known to me to be partners or designated agents of the partnership that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned and on oath stated that they are authorized to execute this Assignment and in fact executed the Assignment on behalf of the partnership.

By Karen M. Mutter
[Type or Print Name]

Residing at Racine, WI

Notary Public in and for the State of Wisconsin

My commission expires 7-21-13

MORTGAGE

DOCUMENT NUMBER:

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



RETURN ADDRESS:

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

PARCEL I.D. NUMBER: 51-151-03-22-13-142-000

THIS MORTGAGE dated February 7, 2018, is made and executed between Racine Professional Center, LLP, A WISCONSIN LIMITED LIABILITY PARTNERSHIP (referred to below as "Grantor") and Tri City National Bank, whose address is 2704 Lathrop Avenue, Racine, WI 53405 (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 I: That part of the South West One-quarter (1/4) of Section Thirteen (13), Township Three (3) North, Range Twenty-two (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 the 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 Northeastly along the center line of said Road, 78.0 feet; and thence West 269.96 feet to the point of beginning. Excepting therefrom the land conveyed for highway purposes recorded in Volume 763 of records, page 406, as Document No. 745044. Affected by Affidavit recorded in Volume 821 of Records, page 118, as Document No. 770012. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

PARCEL II: That part of the South West One-quarter (1/4) of Section Thirteen (13), Township Three (3) North, Range Twenty-two (22) East, described as follows: Beginning at a point 478.5 feet West of the intersection of the center line of the Green Bay Road and the East and West 1/4 Section line of said Section; run thence South 536.16 feet to the point of beginning of this description; thence South 96.40 feet; thence East parallel to said 1/4 Section line, 269.96 feet to the center line of Green Bay Road; thence Northeastly along the center line of said road, 99.1 feet; thence West parallel to said 1/4 Section line, 301.68 feet to the point of beginning. Excepting therefrom land conveyed to the State of Wisconsin for highway purposes recorded in Volume 767 of Records, page 44, as Document No. 746433 with amendment shown in affidavit recorded in Volume 821 of Records, page 118, as Document No. 770012. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

PARCEL III: That part of the South West One-quarter (1/4) of Section Thirteen (13), Township Three (3) North, Range Twenty-two (22) East, described as follows: Commencing at the center of Section 13, Township 3 North, Range 22 East, thence North 89°10'36" West, along the North line of said 1/4 Section 565.74 feet to a point; thence South 02°11'58" East, 394.42 feet to the point of beginning of the land to be described; thence continuing South 02°11'58" East, 141.73 feet to a point; thence South 89°10'36" East 253.13 feet to a point in the Easterly right of way of State Trunk Highway 31 thence North 16°04'49" East, along said right of way line 94.06 feet to a point; thence North 79°04'58" West, 289.84 feet to the point of beginning. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

For Reference Only: 1300 South Green Bay Road

The Real Property or its address is commonly known as 1300 South Green Bay Road, Mt. Pleasant, WI 53406. The Real Property tax identification number is 51-151-03-22-13-142-000.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and 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 Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

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

This property is not the Grantor's homestead.

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

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

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority, acting alone, to enter into this Mortgage and to

hypothesize the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower and Grantor shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

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

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

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

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

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

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

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below 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 Borrower's Indebtedness shall be paid in full.

EXISTING INDEBTEDNESS. The following provisions concerning Existing Indebtedness are a part of this Mortgage:

Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

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 Borrower which Borrower 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 Borrower.

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, refilled, 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) Borrower's and Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage 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 Borrower and Grantor pay all the Indebtedness when due, and Grantor 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. Borrower fails to make any payment when due under the Indebtedness.

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

Other Defaults. Borrower or 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 Borrower or Grantor.

Default In Favor of Third Parties. Should Borrower or any 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 Borrower's or any Grantor's property or Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Mortgage or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or 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 or termination of Borrower's or Grantor's existence as a going business or the death of any partner, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or 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 Borrower or 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 Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or 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.

Existing Indebtedness. The payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the promissory note evidencing such indebtedness, or a default occurs under the instrument securing such indebtedness and is not cured during any applicable grace period in such instrument, or any suit or other action is commenced to foreclose any existing lien on the Property.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or 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 Borrower or 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.

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

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Borrower 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 Borrower or 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 Borrower or 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, Borrower and Grantor hereby waive 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 Borrower and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

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

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

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

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

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

connection with the operation of the Property.

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

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

Joint and Several Liability. All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Mortgage. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Mortgage.

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 Four Horizons Xarin Limited II 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.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Mortgage.

Grantor. The word "Grantor" means Racine Professional Center, LLP.

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 when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense, and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

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

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

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

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

Note. The word "Note" means the promissory note dated February 7, 2018, in the original principal amount of **\$245,000.00** from Borrower 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.

MORTGAGE
(Continued)

Page 7

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:

RACINE PROFESSIONAL CENTER, LLP

By:

Raymond G. Antonneau
Raymond G. Antonneau, General Partner of Racine Professional Center, LLP

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

Complete either Authentication Section or Acknowledgment Section

AUTHENTICATION

Signature(s) of Racine Professional Center, LLP authenticated this _____ day of _____, 20____.

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

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Wisconsin)
) SS
COUNTY OF Racine)

On this 7 day of February, 2018, before me, the undersigned Notary Public, personally appeared Raymond G. Antonneau, General Partner of Racine Professional Center, LLP, and known to me to be a partner or designated agent of the partnership that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership 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 partnership.

By John A. Kalden
[Type or Print Name]

Residing at Power Lake, WI

Notary Public in and for the State of Wisconsin

My commission expires 10-21-18

