



Knight Barry Title, Inc.  
400 Wisconsin Ave  
Racine, WI 53403  
262-633-2479  
Fax: 262-633-4928

Refer Inquiries to: Mary K. Payne (mary@knightbarry.com)  
Completed on: 1/29/20 12:41 pm  
Last Revised on: 1/29/20 12:58 pm  
Printed on: 1/29/20 12:58 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: 12/03/2019 at 8:00 am

Owner(s) of record: Kimississ Tis Theotokou

Property address: 1335 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: 13132094

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

Mortgage from Kimississ Tis Theotokou to Johnson Bank in the amount of \$25,000.00 dated November 9, 2015 and recorded November 10, 2015 as Document No. 2421968.

**Easements / Restrictions & Other Encumbrances**

Public or private rights, if any, in such portion of the Land as may be presently used, laid out, or dedicated in any manner whatsoever, for street, highway and/or alley purposes.

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

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

Easement and other matters contained in the instrument recorded April 2, 1965 in Volume 857, Page 213 as Document No. 785587.

Wisconsin Electric Power Company Easement and other matters contained in the instrument recorded April 28, 1975 in Volume 1261, Page 331 as Document No. 954898.

Ameritech General Easement and other matters contained in the instrument recorded June 1, 1999 in Volume 2921, Page 799 as Document No. 1686543.

Restrictive Covenants and other matters contained in the instrument recorded January 17, 2008 as Document No. 2160646.

**Judgments / Liens**

None





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### General Taxes

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

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

### Other Matters

None

### Footnotes

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

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

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

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



## EXHIBIT A

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That part of the South ½ of Section 13, Township 3 North, Range 22 East, described as follows: Commence at the intersection of the center line of Wright Avenue with the Westerly line of Highland Village, an officially recorded Subdivision containing said Wright Avenue; run thence North 86° 50' West, 171.32 feet along the said Avenue center line as now dedicated and laid out to the point of beginning of this description; continue thence North 86° 50' West, 361.76 feet along said center line of Wright Avenue to the point of curvature of a curve to the right whose radius is 430 feet and long chord bears North 79° 39' 30" West, 107.41 feet; thence run Northwesterly, 107.70 feet along the arc of said curve on the center line of said Avenue; thence North 72° 29' West, 205.87 feet on said Wright Avenue center line to the center line of the Green Bay Road; thence run North 17° 51' 30" East, 669.12 feet along the center line of said Green Bay Road to the Southwest corner of land conveyed to Leo Janowski by Warranty Deed contained in Volume 536, Page 688; thence South 71° 16' 30" East, 200.00 feet along the Southerly line of said Janowski lands; thence South 39° 02' 18" East, 545.92 feet to the center of a proposed street which is the point of curvature of a curve whose radius is 70.00 feet and whose long chord measures South 33° 10' West, 47.88 feet; thence Southwesterly 48.87 feet along the arc of said curve and the center line of said proposed street; thence South 13° 10' West, 215.43 feet along said proposed street center line to the center line of said Wright Avenue and the point of beginning of this description, EXCEPTING THEREFROM for public street purposes the Southerly 30 feet and the Easterly 30 feet, lying between the Southerly and Northeasterly boundaries of the above described property, ALSO EXCEPTING that land conveyed in Volume 1245, Page 256, as Document No. 948582, ALSO FURTHER EXCEPTING THEREFROM land conveyed by deed recorded in Volume 857, Page 213, as Document No. 785587, in the City of Racine, Racine County, Wisconsin.

For informational purposes only

Property Address: 1335 S Green Bay Road, Racine, WI 53406

Tax Key No.: 13132094



1079334

Search powered by



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

## City of Racine Web Portal - Property Summary

Property: 13132094

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2018 ▼	Real Estate	13132094	276 - CITY OF RACINE	1335 S GREEN BAY RD	GREEK ORTHODOX CHURCH C/O KIMISSISS TIS THEOTOKOU 1335 S GREEN BAY RD RACINE WI 53406
Tax Year Legend:             = owes prior year taxes             = not assessed             = not taxed            Delinquent Current					

### Summary

#### Property Summary

Parcel #:	13132094
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	7/11/2017
Historical Date:	
Acres:	0.000

#### Property Addresses

Primary ▲	Address
<input checked="" type="checkbox"/>	1335 S GREEN BAY RD RACINE 53406

#### Owners

Name	Status	Ownership Type	Interest
GREEK ORTHODOX CHURCH	CURRENT OWNER		0.00

#### Parent Parcels

No Parent Parcels were found
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#### Child Parcels

No Child Parcels were found
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#### Legal Description

SE 1/4 + SW 1/4 SEC 13-3-22 BEG INTER SLN WRIGHT AVE + C/L GREEN BAY RD, SELY 205.87 FT, SELY 115.21 FT, E 298 FT, NELY 264.3 FT, NWLY 440 FT, WLY 399 FT, SWLY 566 FT TO POB, EXC PT DESC VOL 1245 RECS PG 257 FOR HWY
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#### Public Land Survey - Property Descriptions

No Property Descriptions were found
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#### District

Code ▲	Description	Category
0600	GATEWAY TECHINICAL COLLEGE	TECHNICAL COLLEGE
276	LOCAL	OTHER DISTRICT

	RACINE COUNTY	
	STATE OF WISCONSIN	
4620	UNIFIED SCHOOL	REGULAR SCHOOL

## Building Information

### Buildings

## Assessments

### Assessment Summary

Estimated Fair Market Value: 0

Assessment Ratio: 0.9830

Legal Acres: 0.000

### 2018 valuations

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

### 2017 valuations

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

## Taxes

### Tax Summary

Bill #: 14377	Net Mill Rate: 0.029166790
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### Lottery Credits

Claims	Date	Amount
0		0.00

### Installments

Due Date ▲	Amount
1/31/2019	217.32
3/31/2019	0.00
5/31/2019	0.00
7/31/2019	0.00


### Payments

Status	Payment Date ▲	Type	Amount	Receipt #	Notes
Posted	12/26/2018	T	217.32	360046	

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

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

### Details

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

Description	Amount	Paid	Due
GATEWAY TECHINCAL COLLEGE	0.00		
LOCAL	0.00		
RACINE COUNTY	0.00		
STATE OF WISCONSIN	0.00		
UNIFIED SCHOOL	0.00		
First Dollar Credit	0.00	-	-
Lottery Credit	0.00	-	-
Net Tax	0.00	0.00	0.00
Special Assessments	0.00	0.00	0.00
<input checked="" type="checkbox"/> Special Charges	217.32	217.32	0.00
Fire Inspection	125.00		
RECYCLING	29.32		
SANITARY SEWER MAINTENANCE	63.00		
Delinquent Utility	0.00	0.00	0.00
PrivateForest Crop	0.00	0.00	0.00
Woodland Tax Law	0.00	0.00	0.00
Managed Forest Land	0.00	0.00	0.00
Other Charges	0.00	0.00	0.00
Interest	-	0.00	0.00
Penalty	-	0.00	0.00
<b>TOTAL</b>	<b>217.32</b>	<b>217.32</b>	<b>0.00</b>

## Tax History

Interest/Penalty Date 11/12/2019

Year	Amount	Interest Paid	Penalties Paid	Paid	Last Paid	Amount Due	Status
2018	217.32	0.00	0.00	217.32	12/26/2018	0.00	Paid
2017	2671.50	0.00	0.00	2671.50	12/22/2017	0.00	Paid
2016	2636.12	0.00	0.00	2636.12	1/17/2017	0.00	Paid
2015	6825.49	0.00	0.00	6825.49	7/5/2016	0.00	Paid
2014	6628.67	0.00	0.00	6628.67	7/6/2015	0.00	Paid
2013	6453.00	0.00	0.00	6453.00	6/24/2014	0.00	Paid
<b>TOTAL</b>	<b>25432.10</b>	<b>0.00</b>	<b>0.00</b>	<b>25432.10</b>	<b>-</b>	<b>0.00</b>	<b>-</b>

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

## Document History

No matching document history was found

DOCUMENT NO.

WARRANTY DEED-To Corporation  
STATE OF WISCONSIN-FORM 4  
THIS SPACE RESERVED FOR RECORDING DATARegister's Office  
Racine County, Wis. } ss.Received for Record 12th day of May A.D., 1963 at 4:40 o'clock P.M. and recorded in Volume 777 of Records on pageStanley F. Bielopolski  
Register of DeedsRETURN TO LA Pour

RAC-5800

THIS INDENTURE, Made this 30th day of April  
A. D., 1963, between EDWARD E. LEWIS and ELIOT E. LEWIS,  
partners, doing business as Lewis Farms of Racine,  
Wisconsinpart 125 of the first part andKIMISSISS IIS THEOTOKOUa Corporation  
duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Racine, Racine County, Wisconsin, party of the second part.Witnesseth, That the said part 125 of the first part, for and in consideration of the sum of One (\$1.00) Dollar and Other Good and Valuable  
Considerationto them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its successors and assigns forever, the following described real estate situated in the County of Racine and State of Wisconsin, to-wit:That part of the South 1/2 of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, described as follows:  
Commence at the intersection of the centerline of Wright Avenue with the Westerly line of Highland Village, an officially recorded subdivision containing said Wright Avenue; run thence North 86° - 50' West 171.32 feet along the said avenue centerline as now dedicated and laid out to the point of beginning of this description; continue thence North 86° - 50' West 361.76 feet along said centerline of Wright Avenue to the point of curvature of a curve to the right whose radius is 430 feet and long chord bears North 79° - 39' 30" West 107.41 feet; thence run Northwesterly 107.70 feet along the arc of said curve on the centerline of said avenue; thence North 72° - 29' West 205.87 feet on said Wright Avenue centerline to the centerline of the Green Bay Road; thence run North 17° 51' 30" East 669.12 feet along the centerline of said Green Bay Road to the Southwest corner of lands conveyed to Leo Janowski by Warranty Deed contained in Volume 536 on page 688 in the Deed files in the Office of Register of Deeds for Racine County, Wisconsin; thence South 71° 16' 30" East 200.00 feet along the Southerly line of said Janowski lands; thence South 39° - 02' - 18" East 545.92 feet to the center of a proposed street which is the point of curvature of a curve whose radius is 70.00 feet and whoseTogether with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate right, title, interest, claim or demand whatsoever, of the said part 125 of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

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

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

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

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

In Witness Whereof, the said part 125 of the first part have hereunto set their hand, seal and seal, this 30th day of April, A. D., 1963.

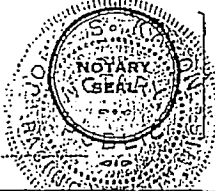
SIGNED AND SEALED IN PRESENCE OF

John S. KayonMilton F. La PourEdward E. Lewis (SEAL)  
Edward E. Lewis, Partner, doing business as  
Lewis Farms of Racine, Wisconsin (SEAL)Eliot E. Lewis (SEAL)  
Eliot E. Lewis, Partner, doing business as  
Lewis Farms of Racine, Wisconsin (SEAL)STATE OF WISCONSIN,  
Racine County, } ss.Personally came before me, this 30th day of April, A. D., 1963  
the above named Edward E. Lewis and Eliot E. Lewis, partners, doing business as  
Lewis Farms of Racine, Wisconsin

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

VOL 777 PAGE 801

This instrument drafted by

Milton F. La Pour.Notary Public Racine County, Wis.My Commission (Expires) (Ry) March 28, 1965.

751120

777-601

May 1, 1963

long chord measures South 33°-10' West 47.88 feet; thence Southwesterly 48.87 feet along the arc of said curve and the centerline of said proposed street; thence South 13°-10' West 215.43 feet along said proposed street centerline to the centerline of said Wright Avenue and the point of beginning of this description. Containing 7.965 Acres.

Excepting therefrom for public street purposes the southerly 30 feet and the easterly 30 feet lying between the southerly and northeasterly boundaries of the above described property.

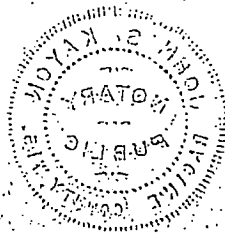
This conveyance is subject to a covenant executed by Lewis Farms, by Edward E. Lewis, partner and Eliot E. Lewis, partner, dated November 17, 1962 and recorded in the Office of the Register of Deeds for Racine County, Wisconsin on January 10, 1963 in Volume 767 of Records at Page 40, as Document No. 746431, as modified by a Partial Release dated February 7, 1963 and recorded in the Office of the Register of Deeds for Racine County, Wisconsin on February 11, 1963 in Volume 770 of Records at page 64, as Document No. 747725.

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

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



751128



Register's Office  
Racine County, Wis.  
Received for Record  
A.D. 1963 at 4:40  
P.M. and recorded in Volume 777  
of Records on page 602-602  
Stanley J. Bielacki  
Register of Deeds

150



DOCUMENT NO.

WARRANTY DEED-By Corporation  
STATE OF WISCONSIN-FORM 2  
THIS SPACE RESERVED FOR RECORDING DATATHIS INDENTURE, Made this 26th day of January  
A. D., 1965, between Greek Orthodox Church Kimissis  
Theotokoua Corporation  
duly organized and existing under and by virtue of the laws of the State of Wisconsin, located  
at Racine, Wisconsin, Wisconsin, party of the first part and  
S. J. Papas and Constance Papas, his wife,  
as joint tenants

parties of the second part,

Witnesseth, That the said party of the first part, for and in consideration  
of the sum of One dollar and other good and valuable  
considerationto it paid by the said parties of the second part, the receipt whereof is hereby  
confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents  
does give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said parties of the second part their heirs and assigns  
forever, the following described real estate situated in the County of Racine and State of Wisconsin, to-wit:That part of the south 1/2 of Section 13, Township 3 North, Range 22 East, in the  
Town of Mt. Pleasant, Racine County, Wisconsin, described as follows:Commence on the East and West 1/4 line of said Section 13 at a point that  
is located North 86° - 58' West from the East 1/4 corner of said section;  
1551.00 feet; thence run South 770.89 feet parallel to the East line of said section;  
thence North 86° - 58' West 1120.64 feet parallel to the said East and West 1/4  
line to the point of beginning of this description; thence run North 86°-58' West  
244.63 feet to the Easterly right-of-way of Wisconsin State Trunk Highway 31;  
thence North 18° - 29' East 119.26 feet along said right-of-way to the Southerly  
line of land conveyed to Leo Janowski by E. E. Lewis by deed recorded in Volume  
751 on page 218 of the Deed Records in the office of Register of Deeds for  
(IF NECESSARY, CONTINUE DESCRIPTION ON REVERSE SIDE) (over)Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate  
right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or expectancy  
of, in and to the above bargained premises, and their hereditaments and appurtenances.To Have and To Hold the said premises as above described with the hereditaments and appurtenances, unto the said parties of the  
second part, and to their heirs and assigns FOREVER.And the said Greek Orthodox Church Kimissis Theotokou, a Corporationparty of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the said parties of the  
second part, their heirs and assigns, that at the time of the enrolling and delivery of these presents it is well seized of the  
premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the  
same are free and clear from all incumbrances whatever.and that the above bargained premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns,  
against all and every person or persons lawfully claiming the whole or any part thereof, it will forever WARRANT AND DEFEND.In Witness Whereof, the said Greek Orthodox Church Kimissis Theotokou, a Corporationparty of the first part, has caused these presents to be signed by George Loumos its President, and  
countersigned by John George its Secretary, at RacineWisconsin, and its corporate seal to be hereunto affixed, this 26th day of January, A. D., 1965

SIGNED AND SEALED IN PRESENCE OF

John Dassios  
John Dassios  
Harley BrownGreek Orthodox Church KimissisTheotokou, a CorporationGeorge Loumos

COUNTERSIGNED:

John GeorgeSTATE OF WISCONSIN,  
Racine County, ss.Personally came before me, this 26th day of January, A. D., 1965, George LoumosPresident, and John George Secretary of the above  
named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President  
and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the  
deed of said Corporation, by its authority.NOTARY  
SEAL

This instrument drafted by

Harley BrownNotary Public Racine County, Wis.My Commission (Expires) (Is) Permanent

EXC

705587

057-213

April 2, 1965

(continued from reverse)

Racine County, Wisconsin; thence South 71° - 31' East 150.00 feet along the said Southerly line of the Leo Janowski property; thence South 39° - 17' East 101.42 feet to the point of beginning of this description. Containing 0.423 acres.

In the event the grantees shall at any time construct a roadway over the South 24 feet of the above described premises, the grantors shall have the right of ingress and egress over said roadway in common with the grantees, their heirs and assigns.



785587

Register's Office  
Racine County, Wis.  
Received for Record  
of Closing of  
of 1865-1866  
A.D. 1865  
day of  
Sat  
10:30  
and Recorded in Volume 8-5  
of Racine County Regs. 214  
Stanley J. Bielicki  
Register of Deeds

1-60 BROWN, BLANK  
& RIEBELMAN

Exc  
940562

This Indenture, Made by Kimississ Tis Theotokou  
\_\_\_\_\_, a Corporation duly organized and existing under and  
by virtue of the laws of the State of Wisconsin, grantor, of Racine County,  
Wisconsin, hereby conveys and warrants to State of Wisconsin/Department of Transportation,  
Division of Highways  
\_\_\_\_\_, grantee, of \_\_\_\_\_ County, Wisconsin, for the  
sum of Seventy and no/100 - - - - - (\$70.00) - - - - - Dollars.

See attached Page 2 for  
Legal Description

The consideration stated herein is payment in full for the property described herein and includes full compensation for items of damage set forth in sec. 32.09, Wisconsin Statutes, assuming the completion of the improvements contemplated by the relocation order or orders upon which this instrument is based.  
Compensation for additional items of damage listed in sec. 32.19, Wisconsin Statutes, has not been included. If any such items are shown to exist the owner may file claims as provided in sec. 32.20, Wisconsin Statutes.

IN WITNESS WHEREOF, the said grantor has caused these presents to be signed by James Demetrious,  
its President, and countersigned by Nicholas P. Baldukas, its Treasurer, at Racine, Wisconsin,  
and its corporate seal to be hereunto affixed, this 21<sup>ST</sup> day of October, A.D., 1974.

Signed and Sealed in Presence of

Scott L. Willman  
Scott L. Willman  
\_\_\_\_\_  
\_\_\_\_\_

Kimississ Tis Theotokou

Corporate Name

James Demetrious  
President  
JAMES DEMETRIOS  
Countersigned:  
Nicholas P. Baldukas  
Nicholas P. Baldukas  
Secretary Treasurer

STATE OF WISCONSIN

Racine County } ss.

RECEIVED FOR RECORD

\_\_\_\_ DAY OF \_\_\_\_\_

A. D., 19\_\_\_\_ AT \_\_\_\_\_

O'CLOCK \_\_\_\_ M. AND RECORDED IN VOL. \_\_\_\_\_

\_\_\_\_ OF \_\_\_\_\_ PAGE \_\_\_\_\_

Personally came before me, this 21<sup>ST</sup> day of

October, A.D., 1974,

James Demetrious, President, and

Nicholas P. Baldukas, Treasurer

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

such James Demetrious President and

Nicholas P. Baldukas Treasurer

Secretary of said Corporation, and acknowledge that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

Scott L. Willman

Scott L. Willman

(SEAL) Notary Public, Milwaukee County, Wisconsin

My commission expires Nov. 13, A.D., 1977

Negotiated by Scott L. Willman

1245-256

Nov. 18, 1974

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

That part of the southwest one-quarter of Section 13, Township 3 North, Range 22 East, described as follows:

Commence at a point in the north line of said southwest one-quarter which is 87.02 feet North 89° 10' 37" West of the northeast corner of said southwest one-quarter; thence South 16° 26' 16" West 898.74 feet; thence South 15° 17' 40" West 388.94 feet; thence South 74° 43' 20" East 50.00 feet to the point of beginning; thence South 14° 47' 52" East 19.94 feet to the north right of way line of Wright Avenue; thence North 74° 51' 30" West 10.00 feet; thence North 15° 17' 40" East 17.28 feet to the point of beginning.

This parcel contains 0.002 acre, more or less.

Also a Limited Highway Easement for the right to construct, cut and/or fill slopes, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Racine County, State of Wisconsin, described as:

That part of said southwest one-quarter lying between two parallel lines which are 50.00 feet and 54.00 feet easterly of; as measured normal to, and parallel with the following described reference line of S.T.H. 31, bounded on the north by the owner's north property line and on the south by the northeasterly line of the above described parcel.

Said reference line begins at a point in the south line of the southwest one-quarter of said Section 13, Township 3 North, Range 22 East which is 916.98 feet North 89° 08' 17" West of the southeast corner of said southwest one-quarter; thence North 11° 55' 02" East 63.11 feet; thence North 15° 17' 40" East 1766.17 feet; thence North 16° 26' 16" East 898.74 feet to a point in the north line of said southwest one-quarter which is 87.02 feet North 89° 10' 37" West of the northeast corner of said southwest one-quarter.

Fee Exempt 77.25 #2

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

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on \_\_\_\_\_. However, at the sole discretion of the State of Wisconsin, said parcel and/or interests therein may be reasonably occupied after the date of acquisition by utility companies for the purpose of adjusting their facilities to accommodate the proposed highway construction.

948582

Register's Office  
Racine County, Wis. } ss  
Received for Record 18th day of  
November A.D. 1974 at 8:33  
o'clock A. M. and recorded in Volume 1245  
of Records on page 256-257  
Stanley J. Bialecki  
3.00 Register of Deeds

VEL 1245 PAGE 257

This Indenture, Made this 27th day of September, A. D., 1952,

between EDWARD E. LEWIS (Single)

party of the first part;  
and LEO S. JANOWSKI and DOROTHY R. JANOWSKI, his wife, as joint tenants and  
not as tenants in common, parties of the second part.

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

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

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

Begin at the intersection of the East and West 1/4 line of said  
Section and the center line of the Green Bay Road; run thence  
Southwesterly along the center line of said road 564.63 feet to  
the point of the beginning of this description; thence South 75°  
18' East 200 feet; thence South 14° 42' West 100 feet; thence  
North 75° 18' West 200 feet to the center line of said road; thence  
North 14° 42' East 100 feet to the point of beginning of this descrip-  
tion.

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

1. The above described real estate shall not be subdivided.
2. No building for dwelling purposes shall be erected on the above  
described real estate which shall cost or be reasonably worth not  
less than Twenty Thousand (\$20,000.00) Dollars.
3. No part of said real estate shall be used for other than residence  
purposes.
4. No dwelling to be occupied by more than one family, shall be  
erected upon the real estate hereinbefore described.
5. A garage of the capacity of not more than two automobiles may be  
erected thereon.
6. No building erected elsewhere shall be moved onto any part of the  
above described real estate for residence purposes or any other purpose.
7. No part of a building erected on any part of the real

estate hereinbefore described, shall be nearer than 75 feet to the  
front line of said real estate or street line, or street or road ease-  
ment line, and shall be built parallel thereto, (nor nearer than 10  
feet to any other street or road, or to any easement line of any  
street or road) nor nearer than 10 feet to any side line, except a  
detached garage which shall not be erected nearer than 5 feet to any  
side line.

8. No building, except buildings described in paragraph number-  
ed 2, 4 and 5 hereof, shall be constructed or maintained upon the real  
estate hereinbefore described; and no animals, except dogs, cats and  
other household pets; and no poultry, shall be kept and maintained  
thereon.



536-666

Oct 4, 1952

593039

9. No house trailer or semi trailer or commercial trailer for any purpose shall be used, stored or maintained upon the real estate hereinbefore described.

10. No intoxicating liquors or fermented malt beverages as defined by the Statutes of Wisconsin shall be manufactured, sold or offered for sale, or otherwise disposed of on the real estate hereinbefore described.

11. No fence of any kind which is over 4 feet high, shall be erected upon the premises.

12. In the event that any of the terms and conditions herein specified are violated within the period of time above stated that these covenants are to remain in force, the party of the first part or his respective heirs, executors, administrators, personal representatives, successors and assigns, may forthwith in his or her own name and on his or her own behalf, or on behalf of all persons entitled to such relief, apply to and obtain from either the Circuit Court or the Municipal Court for Racine County, Wisconsin, or any other Court having jurisdiction, an Order enjoining and restraining the continued violation of such terms and conditions and granting any affirmative relief that may be necessary to remove such violation for and during the period that the terms and conditions of these covenants shall remain in force.

13. The foregoing terms, conditions, restrictions and rights contained in paragraphs numbered 1 to 12, both inclusive, shall be, deemed covenants running with the land and with each and every part thereof.

14. In the event, for any reason, any clause or any part of the foregoing restrictions imposed on the real estate hereinbefore described, shall be declared null and void, it shall not affect the remaining clauses or parts of said restrictions.

15. The provisions of the foregoing restrictions are binding upon the parties hereto, and upon their respective heirs, administrators, personal representatives, grantees, mortgagees and assigns. Waiver at any time by any person or party entitled to the benefits of said restrictions or any term or condition herein contained, shall not constitute a continuing Waiver of such term or condition and shall not constitute a Waiver of any other term or condition of said restrictions.

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

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

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

And the said Edward E. Lewis (Single)

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

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

In Witness Whereof, the said part y of the first part has hereunto set his hand and seal this 27th day of September, A. D., 19 52

SIGNED AND SEALED IN PRESENCE OF

Harley Brown  
Harley Brown

Lewis J. Quinn  
Lewis J. Quinn

Edward E. Lewis (SEAL)

Edward E. Lewis (SEAL)

(SEAL)

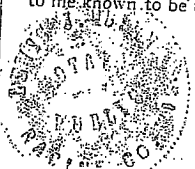
(SEAL)

STATE OF WISCONSIN,

Racine County, ss.

Personally came before me, this 27th day of September, A. D., 19 52, the above named Edward E. Lewis (Single)

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



Lewis J. Quinn  
Lewis J. Quinn

Notary Public, Racine County, Wis.

My Commission expires Nov. 1 A. D., 19 53

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

EDWARD E. LEWIS (Single)  
TO  
LEO S. JANOWSKI and DOROTHY  
R. JANOWSKI, his wife, as joint  
tenants and not as tenants in com-  
mon.

WARRANTY DEED

REGISTER'S OFFICE,  
STATE OF WISCONSIN,

Racine County,

Received for Record this 4 day of

October A. D., 19 52

at 10:00 o'clock P. M. and recorded in

Vol 536 of Deeds on page 688-689

Lewis J. Quinn 690  
Register of Deeds

Deputy

593039

No. 593039

3.25

Harley Brown

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

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

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

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



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

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

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



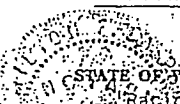
and that the above bargained premises in the quiet and peaceable possession of the said part. ies. of the second part, their heirs  
 and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, they will forever WARRANT  
 AND DEFEND.

In Witness Whereof, the said part. ies. of the first part have ve hereunto set their hands  
 and seal, S. this 30th day of August, A. D. 19 61.

SIGNED AND SEALED IN PRESENCE OF

Milton F. La Pour  
Florence Cooke  
 Milton F. La Pour  
 Florence Cooke

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



STATE OF WISCONSIN,

Racine County.

ss.

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

Received for Record this \_\_\_\_\_ day of \_\_\_\_\_  
 A. D. 19 \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

(SEAL)

Register of Deeds

Deputy Register of Deeds

WARRANTY DEED-STATE OF WISCONSIN, FORM NO. 1

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

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

714-569

Sept. 11, 1961

726203



①

VOL. 714 PAGE 570

726233

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

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

TO

S. J. Papas and Constance

Papas, his wife as Joint

Tenants

WARRANTY DEED

REGISTER'S OFFICE,  
STATE OF WISCONSIN,

*Racine* County.

Received for Record this *11* day of

*Sept* A. D., 19 *61*

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

in Vol. *714* of Deeds on Page *569-570*

*Stanley F. Bialecki*  
Register of Deeds.

Deputy.

RETURN TO

La Pour

*1.50*

VOL. 770 PAGE 64

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

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

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

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

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

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

The consideration stated herein is payment in full for the property described herein and includes full compensation for items of damage set forth in sec. 32.02, Wisconsin Statutes, assuming the completion of the improvements contemplated by the relocation order or orders upon which this instrument is based.  
 Compensation for additional items of damage listed in sec. 32.19, Wisconsin Statutes, has not been included. If any such items are shown to exist the owner may file claims as provided in sec. 32.20, Wisconsin Statutes.

IN WITNESS WHEREOF, the said grantor s has hereunto set their hand s and seal s this 7th day of February, A.D., 19 63

SIGNED AND SEALED IN PRESENCE OF

Kenneth C. Suhr

Kenneth C. Suhr

Victor C. Hammer

Victor C. Hammer

Edward E. Lewis (SEAL)

Edward E. Lewis

Eliot E. Lewis (SEAL)

Eliot E. Lewis

(SEAL)

(SEAL)

STATE OF WISCONSIN

Racine

County, ss.

747725

RECEIVED FOR RECORD

11th DAY OF February

A.D. 1963 AT 1:30

O'CLOCK P.M. AND RECORDED IN VOL. 770 OF RECORDS PAGE 64

Stanley J. Bialecki  
 REGISTER OF DEEDS

REGISTER OF DEEDS

Racine County, Wisconsin

This instrument was drafted by the State Highway Commission of Wisconsin

Project T 065-1(3)

Personally came before me, this 7th day of February, A.D., 1963,

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

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

Victor C. Hammer  
 Victor C. Hammer

Notary Public, Waukesha County, Wisconsin  
 My Commission expires July 26, A.D., 1963

Negotiated by

Parcel No. 293

770-64

Feb. 11, 1964

EXC 747725

770021

## AFFIDAVIT

STATE OF WISCONSIN  
COUNTY OF RACINE

VOL 821 PAGE 136

Register's Office  
Racine County, Wis.  
Received for Record *22nd* day of *Aug* A.D. 19*64* at *11:30* o'clock *A.* M. and recorded in Volume *821* of *Records* on page *136-137*  
*Stanley F. Bialecki*  
Register of Deeds *150*

James T. Fetzner, 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 Elliot E. Lewis

770021

821-136

May 22, 1964

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.

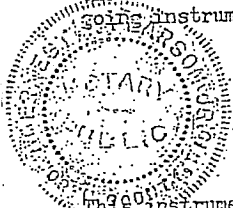
Signed and Sealed in Presence of:

James T. Fetzner (SEAL)  
James T. Fetzner

Robert E. Arraves  
Robert E. Arraves

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.

Ref  
740140

This Indenture, Made this 20th day of August, A. D., 1962,  
between EDWARD F. LEWIS (Single)  
751-218 party of the first part,  
and LEO S. JANOWSKI and DOROTHY R. JANOWSKI, his wife, as joint tenants and  
not as tenants in common, parties of the second part.

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

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

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

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

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

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

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

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

Aug. 21, 1962

And the said Edward E. Lewis (Single)

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

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

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

SIGNED AND SEALED IN PRESENCE OF

Richard L. Brown

Martha Freeland

Edward E. Lewis (SEAL)  
Edward E. Lewis

(SEAL)

(SEAL)

(SEAL)

STATE OF WISCONSIN,

Racine County.

Personally came before me, this 20th day of August, A. D., 1962,

the above named Edward E. Lewis (Single)

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

Richard L. Brown  
Notary Public, Racine County, Wis.

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

Section 49.51-1 of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon the names of the grantors, grantees, witnesses and notary.

No. 100110

EDWARD E. LEWIS (Single)

LEO S. JANOWSKI and DOR-

OTHY R. JANOWSKI, his wife,

WARRANTY DEED

REGISTERS OFFICE,  
STATE OF WISCONSIN.

Racine County.

Received for Record this 21st day of

September, A. D., 1962,

at 4:18 o'clock P. M., and recorded in

Vol. 251 of Deeds on page 218-219.

Stanley J. Bielacki  
Register of Deeds

Deputy

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

751-219

251

DOCUMENT NO.

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

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

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

party of the second part,

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

RETURN TO

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

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

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

(XXXXXX) CONTINUE DESCRIPTION ON REVERSE SIDE)

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

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

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

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

In Witness Whereof, the said parties of the first part have hereunto set their hands and seal, this 1st day of March, A. D., 1963.

SIGNED AND SEALED IN PRESENCE OF

Milton F. La Pour

Milton F. La Pour

Robert H. La Pour

Robert H. La Pour

Edward E. Lewis (SEAL)

Eliot E. Lewis (SEAL)

Eliot E. Lewis (SEAL)

(SEAL)

(SEAL)

STATE OF WISCONSIN,  
Racine County } ss.

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



This instrument drafted by

Jack Harvey, City Attorney,  
Racine, Wisconsin.

Notary Public Racine County, Wis.

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

778 PAGE 13

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

WARRANTY DEED—STATE OF WISCONSIN, FORM NO. 1

W. C. MILLER CO., MILWAUKEE

750286

7-76-13

April 12, 1963

Wright Ave.

CONTINUED DESCRIPTION

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

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

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

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

750286

Register's Office  
Racine County, Wis.  
Received for Record  
12th day of  
April A.D. 1934  
O'clock P.M. and recorded in Volume 776  
of Records on page 13-14  
Stanley J. Bielacki  
Recorder of Deeds

150 City of Racine



EXCEPTION TO RESTRICTIONS

WHEREAS, the undersigned, EDWARD E. LEWIS, single, and ELIOT E. LEWIS, single, partners doing business as Lewis Farms of Racine, Wisconsin, conveyed the following described property to Kimissis Theotokou, a corporation, by Warranty Deed dated April 30, 1963 and recorded May 1, 1963 in Volume 777 of Records at page 601, as Document No. 751128, the following described premises, to-wit:

That part of the South One-half (1/2) of Section numbered Thirteen (13), in Township numbered Three (3) North, Range numbered Twenty-two (22) East, bounded as follows: Commence at the intersection of the centerline of Wright Avenue with the Westerly line of Highland Village, an officially recorded subdivision containing said Wright Avenue; run thence North 86° 50' West 171.32 feet along the said Avenue centerline as now dedicated and laid out to the point of beginning of this description; continue thence North 86° 50' West 361.76 feet along said centerline of Wright Avenue to the point of curvature of a curve to the right whose radius is 430 feet and long chord bears North 79° 39' 30" West 107.41 feet; thence run North-westerly 107.70 feet along the arc of said curve on the centerline of said Avenue; thence North 72° 29' West 205.87 feet on said Wright Avenue centerline to the centerline of the Green Bay Road; thence run North 17° 51' 30" East 669.12 feet along the centerline of said Green Bay Road to the Southwest corner of land conveyed to Leo Janowski by Warranty Deed contained in Volume 536 on page 688 in the Deed files in the office of the Register of Deeds for Racine County, Wisconsin; thence South 71° 16' 30" East 200.00 feet along the Southerly line of said Janowski lands; thence South 39° 02' 18" East 545.92 feet to the center of a proposed street which is the point of curvature of a curve whose radius is 70.00 feet and whose long chord measures South 33° 10' West 47.88 feet; thence Southwesterly 48.87 feet along the arc of said curve and the centerline of said proposed street; thence South 13° 10' West 215.43 feet along said proposed street centerline to the centerline of said Wright Avenue and the point of beginning of this description. Excepting therefrom for public street purposes the Southerly Thirty (30) feet and the Easterly Thirty (30) feet lying between the Southerly and North-easterly boundaries of the above described property. Said land being in the Town of Mt. Pleasant, Racine County, Wisconsin; and,

WHEREAS, certain restrictions as to the use of the premises above described were contained in said Deed; and,

AL

786439

859-210

April 21, 1965

WHEREAS, it is desired to remove these restrictions from a portion of said real estate and to provide and grant an exception to said restrictions as to the remaining portion of that above described real estate; and,

WHEREAS, the parties hereto are owners of all the property involved or affected by the said restrictions.

NOW, THEREFORE, IT IS AGREED, as follows:

FIRST: The parties hereto do by this instrument cancel, release and terminate all of the restrictions, terms and conditions as set forth in said Warranty Deed as to the following described real estate, to-wit:

That part of the South 1/2 of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, described as follows: Commence on the East and West 1/4 line of said Section 13 at a point that is located North 86° - 58' West from the East 1/4 corner of said section; 1551.00 feet; thence run South 770.89 feet parallel to the East line of said section; thence North 86° - 58' West 1120.64 feet parallel to the said East and West 1/4 line to the point of beginning of this description; thence run North 86° 58' West 244.63 feet to the Easterly right of way of Wisconsin State Trunk Highway 31; thence North 18° 29' East 119.26 feet along said right-of-way to the Southerly line of land conveyed to Leo Janowski by E. E. Lewis by deed recorded in Volume 751 on page 218 of the Deed records in the office of Register of Deeds for Racine County, Wisconsin; thence South 71° 31' East 150.00 feet along the said Southerly line of the Leo Janowski property; thence South 39° 17' East 101.42 feet to the point of beginning of this description. Containing 0.423 acres.

SECOND: That the premises described in Paragraph First above shall be, and hereby are, until January 1, 1988, limited to use for parking purposes and roadway only and no building of any type shall be constructed or placed thereon.

THIRD: That the restrictions affecting the property first above described, excepting therefrom the property described in paragraph First of this Agreement, shall be, and hereby are, modified and amended

to permit the owner thereof, to-wit: Kimissis Theotokou, to move onto said premises the residence and outbuildings presently located on the premises formerly owned by Leo S. Janowski and Dorothy R. Janowski, his wife,

FOURTH: That the restrictions affecting the property first described above contain in substance the following provision (These covenants are to run with the land and shall be binding on all parties and all persons claiming hereunder until January 1, 1988, if lands owned by Lewis Farms as of this date (March 6, 1963) located adjacent to and within 300 feet of the property described herein are restricted to church, school or residential use. If said adjacent lands owned by Lewis Farms are not restricted as called for above, the restrictions on the property described herein shall be null and void.) The present owner, Kimissis Theotokou, hereby waives and releases any violations of said paragraphs which may have resulted from conveyances from Lewis Farms to S. J. Papas and Constance Papas, his wife.

FIFTH: That except as hereinabove stated, the restrictions contained in said Warranty Deed from Edward E. Lewis and Eliot E. Lewis, partners doing business as Lewis Farms of Racine, Wisconsin to Kimissis Theotokou, a corporation dated April 30, 1963 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on May 1, 1963 in Volume 777 of Records at page 601, as Document No. 751128 shall remain in full force and effect.

Dated this 10th day of March, A.D., 1965:

Signed and Sealed in  
Presence of:

*Edward E. Lewis* (SEAL)  
Edward E. Lewis

*Milton F. LaPour*  
Milton F. LaPour

*Florence Cooke*  
Florence Cooke

(As to Edward E. Lewis and  
Eliot E. Lewis)

*Eliot E. Lewis* (SEAL)  
Eliot E. Lewis

KIMISSIS THEOTOKOU

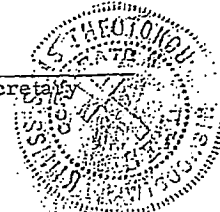
Signed and Sealed in  
Presence of:

Thomas N. Maragos  
Thomas N. Maragos  
Rev. Peter N. Pappademetriou  
Rev. Peter N. Pappademetriou  
(As to Kimissis Theotokou,  
a corporation)

By George P. Loumos President

By John George Secretary

(CORPORATE SEAL)



S. J. Papas (SEAL)  
S. J. Papas

Signed and Sealed in  
Presence of:

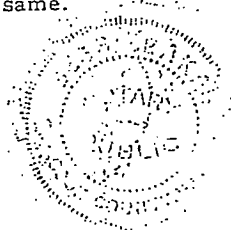
John Dassios  
John Dassios  
Dino Tulekis  
Dino Tulekis  
(As to S. J. Papas and  
Constance Papas)

Constance Papas (SEAL)  
Constance Papas

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

Personally came before me, this 13th day of April

1965 the above named S. J. Papas and Constance Papas, his wife, to me  
known to be the persons who executed the foregoing instrument and acknowledged  
the same.

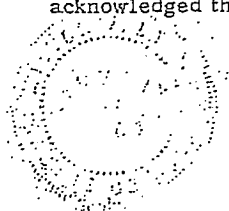


Bess Leakas  
Bess Leakas  
Notary Public, Cook County, Illinois  
My Commission expires: May 22, 1967

STATE OF WISCONSIN )  
COUNTY OF RACINE ) ss.

VOL 859 PAGE 214

Personally came before me, this 16th day of March, 1965  
the above named EDWARD E. LEWIS, single, and ELIOT E. LEWIS, single,  
to me known to be the persons who executed the foregoing instrument and  
acknowledged the same.



Milton F. LaPour  
Milton F. LaPour  
Notary Public, Racine County, Wisconsin  
My Commission expires Oct 6, 1968  
Oct. 6, 1968

STATE OF WISCONSIN )  
COUNTY OF RACINE ) ss.

Personally came before me, this 21st day of April, 1965  
George P. Lomas President and John George Secretary of the above  
named Corporation, to me known to be the persons who executed the foregoing  
instrument, and to me known to be such \_\_\_\_\_ President and \_\_\_\_\_ Secretary  
of said Corporation, and acknowledged that they executed the foregoing instrument  
as such officers as the deed of said Corporation, by its authority.

Harley Brown  
Harley Brown  
Notary Public, Racine County, Wisconsin  
My Commission expires Permanent  
Permanent

This instrument was drafted by Harley Brown,  
Attorney at Law, Racine, Wisconsin.

786439	EXCEPTION TO RESTRICTIONS	Register's Office Racine County, Wis. Received for Record of <u>George P. Lomas</u> A.D. 1965 at 2:25 a'clock p.m. and recorded in Volume 859 of <u>racine</u> at page 214 <u>Harley J. Bielinski</u> Recorder of Deeds	5.00 BROWN AND BLACK ATTORNEYS AT LAW 200 SIXTH STREET RACINE, WISCONSIN 53403 TELEPHONE 527-7000 AREA CODE 414
--------	---------------------------	---	---

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

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

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

hereby covenant and agree as follows:

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

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

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

In the Presence of

Lewis Farms

Michael J. LeC...

by Edward H. Lewis, Partner

Thomas P. ...

by Thos. E. Lewis, Partner

State of Wisconsin)

Racine County)

746431

767-40

Jan. 10, 1962

COVENANT - Continued

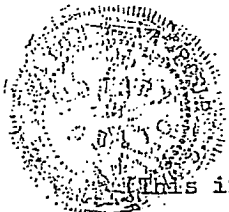
Personally came before me this 17 day of November, 1962, the above-named Edward E Lewis & Eliot E Lewis \* to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\* doing business as Lewis Farms, a Partnership

Milton J. L. Conn

Notary Public

My Commission Expires  
October 11, 1964



This instrument prepared by

J. H. Larsen  
J. H. Larsen

746431

746431

VOL. 767 PAGE 41

Register's Office  
Racine County, Wis.  
Received for Record  
16th day of  
November, A.D. 1962  
at 11:14  
A.M. and entered in Volume 767  
of Records on page 41  
Stanley F. Bielawski  
Register of Deeds

Conveyance  
This is a  
conveyance  
of land  
to the  
benefit of  
the  
State of  
Wisconsin

202

954898

1261-331

April 28, 1975

and other good and valuable considerations  
FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) to it paid, the  
receipt whereof is hereby acknowledged, GREEK ORTHODOX CHURCH KIMISSISS TIS THEOTOKOU,  
grantor, does hereby give and grant to

WISCONSIN ELECTRIC POWER COMPANY,  
grantee, its successors and assigns, the right, permission and authority to construct,  
install, operate, maintain and replace conduit and cables underground for the purpose  
of transmitting electrical energy for light, heat, power and signals, or for such  
other purpose as electric current is now or may hereafter be used, upon, in and under  
a strip of land ten (10) feet in width being part of its premises in the South One-half  
(S½) of Section Thirteen (13), Township Three (3) North, Range Twenty-two (22) East,  
City of Racine, Racine County, Wisconsin; also the right to construct, install, operate,  
maintain and replace an electric pad-mounted switch-fuse unit, together with a concrete  
slab and other necessary and usual appurtenant equipment, all for the aforesaid purposes,  
in the above described easement strip; all of the foregoing shall be as shown on the  
drawing annexed hereto, marked Exhibit "A" and made a part hereof.

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

IN WITNESS WHEREOF, the said GREEK ORTHODOX CHURCH KIMISSISS TIS THEOTOKOU,  
has caused these presents to be executed on its behalf by its President  
and attested to by its Vice President this 17th day of March, 1975.

In Presence of: GREEK ORTHODOX CHURCH KIMISSISS TIS THEOTOKOU

By James Demetriou Pres.  
James Demetriou

ATTEST:

By Bob H. Eliades V. Pres.  
Bob H. Eliades

STATE OF WISCONSIN )  
                          )SS:  
Racine COUNTY )

VEL 1261 PAGE 331

Personally came before me this 17th day of March, 1975,  
James Demetriou, Bob H. Eliades, and \_\_\_\_\_,  
\_\_\_\_\_, of the above named GREEK ORTHODOX CHURCH KIMISSISS TIS THEOTOKOU,  
to me known to be the persons who executed the foregoing instrument and to me known to  
be such President and Vice President of said GREEK ORTHODOX  
CHURCH KIMISSISS TIS THEOTOKOU, and acknowledged that they executed the foregoing instru-  
ment as such officers, as the deed of said GREEK ORTHODOX CHURCH KIMISSISS TIS THEOTOKOU,



by its authority.

VOL 1261 PAGE 332

I.D.O. R-665  
420 WD 01-4049  
R88 2-17-75  
RC9 2-17-75



*Sophie L. Maragos*  
Sophie L. Maragos

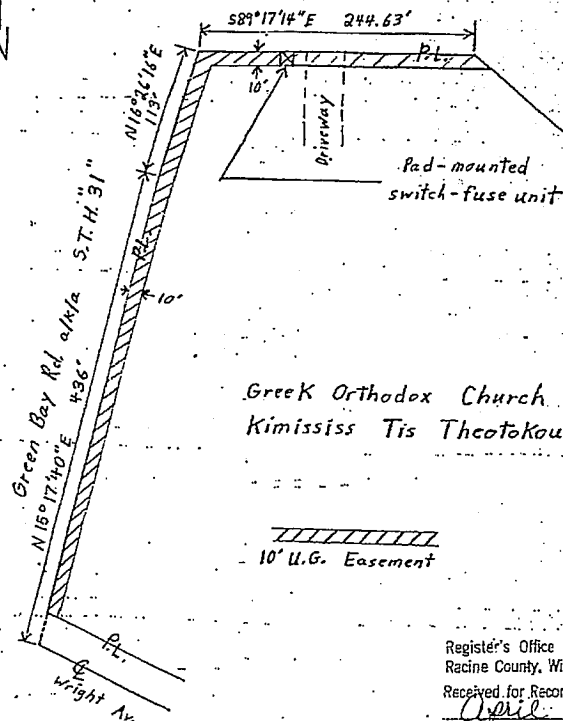
Notary Public, Racine County, Wi.

My commission expires March 12th, 1978

This Instrument Was Drafted By

Robert C. Just  
On Behalf of Wisconsin Electric Power Company

City of Racine, Racine Co., Wisconsin



Greek Orthodox Church  
Kimississ Tis Theotokou

10' U.G. Easement

954898

Register's Office } ss  
Racine County, Wis. }  
Received for Record 28th day of  
April A.D. 19 75 at 2:15  
o'clock P. M. and recorded in Volume 1261  
of Records on page 331-333

Stanley F. Bialecki  
4.00 Registrar of Deeds

VEL 1261 PAGE 333

1686543

## AMERITECH GENERAL EASEMENT

REGISTER'S OFFICE  
RACINE COUNTY, WI

DOCUMENT NUMBER

R/W 98-2688

For a valuable consideration of one dollar (\$1.00), receipt of which is hereby acknowledged, the undersigned Kimississ Tis Theotokou (Grantor) hereby grants and conveys to Wisconsin Bell, Inc. d.b.a. Ameritech Wisconsin, a Wisconsin corporation, and its affiliates and licensees, successors and assigns (collectively "Grantees") an easement in, under, over, upon and across the Easement Area (described below), for the purposes of and in order to construct, reconstruct, modify, supplement, maintain, operate and/or remove facilities for the transmission of signals used in the provision of communication, video and/or information services for which such facilities may be used including, but limited to equipment cabinets or enclosures and support posts or pads, manholes, underground vaults, conduit, ducts and handholes, post or pole mounted equipment and antennae, cables, wires, above-ground marker posts and signs, and other related or useful equipment, fixtures, appurtenances, together with the right to have commercial electrical service extended across the Property (described below) and Easement Area to provide service to such facilities and the right of ingress and egress across the Property and the Easement Area for the purpose of access to and use of the easement granted herein.

The Property is legally described as: That part of the South ½ of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, described as follows: Commence at the intersection of the centerline of Wright Avenue with the Westerly line of Highland Village, an officially recorded subdivision containing said Wright Avenue, run thence North 86° 50' West 171.32 feet along the said avenue centerline as now dedicated and laid out to the point of beginning of this description, continue thence North 86° 50' West 361.76 feet along said centerline of Wright Avenue to the point of curvature of a curve to the right whose radius is 430 feet and long chord bears North 79° 39'30" West 107.41 feet; thence run Northwesterly 107.70 feet along the arc of said curve on the centerline of said avenue, thence North 72° 29' West 205.87 feet on said Wright Avenue centerline to the centerline of the Green Bay Road, thence run North 17°51'30" East 669.12 feet along the centerline of said Green Bay Road to the Southwest corner of lands conveyed to Leo Janowski by Warranty Deed contained in Volume 536 on page 688 in the Deed files in the Office of Register of Deeds for Racine County, Wisconsin, thence South 71°16'30" East 200.00 feet along the Southerly line of said Janowski lands, thence South 39°02'18" East 545.92 feet to the center of a proposed street which is the point of curvature of a curve whose radius is 70.00 feet and whose long chord measures South 33°10' West 47.88 feet, thence Southwesterly 48.87 feet along the arc of said curve and the centerline of said proposed street; thence South 13° 10' West 215.43 feet along said proposed street centerline to the centerline of said Wright Avenue and the point of beginning of this description. Containing 7.905 Acres.

The Easement Area is legally described as: SEE EXHIBIT I ATTACHED.

The easement above ground level (height above ground level) will be limited to 6 feet in an area of 15 feet by 35 feet. Said 15 ft by 35 ft area shall be within a strip beginning at the East side of the easement area and extending 50 ft to the West, as described in Exhibit 1, and at ground level for the remaining area described in Exhibit 1. This space limitation does not apply for commercial electrical service (WEPCO) extending across the west portion of the easement area, or when work is being performed on the equipment located on the easement area.

As an inducement to Kimississ Tis Theotokou, Racine, Wisconsin (Grantor) to enter into this General Easement, Ameritech Wisconsin hereby agrees to indemnify and hold Grantor harmless from all causes of action, claims, damages, demands, injuries, judgments, liabilities, liens, losses, obligations, orders, proceedings, rights and suits, and any and all costs and expenses, (including reasonable attorneys' fees, litigation expenses and interest) whatsoever arising out of, or in any way connected with,

RECORDED

99 JUN -1 PM 2:40

MARK A. LADD  
REGISTER OF DEEDS

## RETURN ADDRESS:

Ameritech  
Denise A. Waite  
N17 W24300 Riverwood Dr.  
Waukesha, Wisconsin 53188

PARCEL NUMBER (PIN) Racine County  
276000013132094

VUL  
PAGE  
2921  
799-802

**Kimississ Tis Theotokou**

the construction, reconstruction, modification, maintenance, operation, removal or any other service to equipment, cabinets, or enclosures, and support post or pads, manholes, underground vaults, conduit, ducts, and handholes, post or pole mounted equipment, and antennae, cables, wires, pedestals or other above ground marker posts and signs and other related or useful equipment fixtures and appurtenances.

The Grantor represents and warrants to the Grantee that Grantor is the true and lawful owner of the Property and has full right and power to grant and convey the rights conveyed herein.

Grantee hereby agrees to restore all property disturbed by its activities in use of the easement to the condition existing prior to the disturbance.

Grantee shall have the right to remove or trim such trees and brush in the Easement Area as is necessary to exercise the rights conveyed herein.

The Grantor shall not construct improvements in the Easement Area or change the finish grade of the Easement Area without the consent of the Grantee.

This includes the right of ingress and egress on the lands of the undersigned for the purpose of exercising the rights herein granted, including the occasional parking of an Ameritech vehicle in the existing gravel driveway on subject property.

Grantee agrees to promptly remove any and all unused and/or obsolete equipment (discussed above) from the above described easement, and to return the grounds to a contour that matches the surrounding area.

Grantee agrees to permanently cancel this General Easement Agreement with grantor when the above described easement area has not been used by the Grantee for a period of three (3) years.

**OPTION CLAUSE**

Grantee agrees to pay grantor \$100.00 upon execution of this easement. Balance of agreed payment to be paid to grantor upon approval of all building permits, conditional use permits, zoning issues, environmental inspection approval and any and all other approvals which may be required by governmental agencies. If any of the above conditions prohibit use of this easement the original unrecorded document will be returned to the grantor with no further payments due.

This Easement is binding upon and shall inure to the benefit of the heirs, successors, assigns, and licensees of the parties hereto.

Signed this 4<sup>th</sup> day of MAY, 1999

Kimississ Tis Theotokou

By: [Signature] It's, President

ATTEST

By: Victor S. Frangoulis It's Secretary

VOL  
PAGE  
2921  
801

### ACKNOWLEDGMENT

State of Wisconsin )  
County of RACINE )

I, JANE E. ANDREWS, being a notary public in and for the state and county aforesaid, do hereby certify that  
JIM LOUKIDIS AND VICTOR FRANGOPOULOS

personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7 day of MAY, 1999.

My Commission expires: 4-7-2002

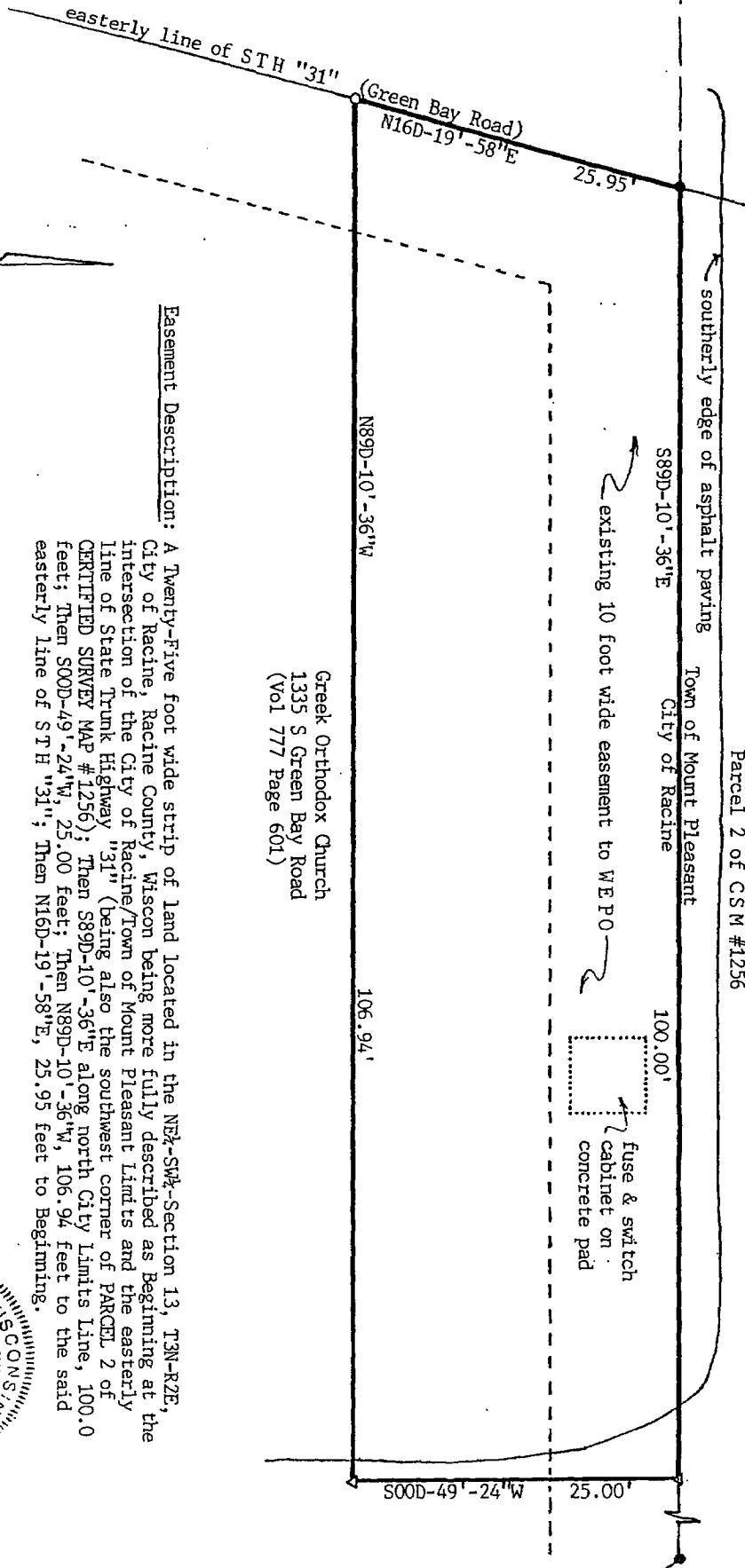
[Signature]  
Notary Public

This document was drafted by the Ameritech Legal Department, 30 S. Wacker Drive,  
Chicago, IL 60606. Insertions by Denise A. Waite

- - 1" iron pipe found
- - 3/4" iron rod set
- △ - "survey marker" nail set

1" = 10'

north

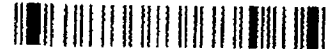


Return to:  
Racine City Attorney  
730 Washington Av  
Racine, WI 53403

*James A. Ladwig*

Restrictive Covenants

JAMES A LADWIG  
RACINE COUNTY  
REGISTER OF DEEDS  
Fee Amount: \$17.00



THIS AGREEMENT is made by and between Kimissis Tis Theodoros G.O. Church  
(Owner), and CITY OF RACINE, a municipal corporation. The property (Property)  
covered by this Agreement is described as follows:

see attached legal description  
commonly known as 1335 South Green Bay Road, City of Racine

PIN 276 0000 13132094

WHEREAS, the Property is located within the City of Racine, County of Racine,  
State of Wisconsin, the Property is undeveloped real estate, and title is held by Owner;  
and

WHEREAS, Owner intends to develop and/or improve the Property; and

WHEREAS, City requires the installation of water and sanitary sewer laterals,  
with connections to the City's water main and sanitary sewer main, respectively, at the  
time of improvement of undeveloped real estate; and

WHEREAS, Owner has petitioned City for the waiver of the installation of sewer and water laterals; and

WHEREAS, Owner has agreed to enter into certain restrictive covenants imposing building restrictions on the Property for the purpose of inducing the City Council of the City of Racine to approve the petition waiving the installation of water and sanitary sewer laterals.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the following restrictions and covenants are made and entered into for the benefit of Owner:

1. Building Restrictions. No building of any kind or nature may be built on the Property. The only exception being buildings which may be permitted under existing city regulations which do not require the use of sanitary sewer or water, or where the Property is acquired by an adjacent parcel serviced by city sewer and water.

2. Modification of Covenants. These restrictive covenants may be modified only through the written approval of both Owner, its successors and assigns, and City. In the event Owner or a subsequent owner wishes to modify said restrictive covenants, said request shall be presented to the Common Council of the City of Racine for approval by a simple majority vote.

3. Covenants Run with the Land. These restrictive covenants shall run with the land and shall be binding upon all persons and parties from the date on which this Restrictive Covenants agreement is recorded with the Register of Deeds for Racine County, State of Wisconsin until rescinded or modified by mutual consent.

4. Enforcement of Covenants. These restrictive covenants may be enforced by City through proceedings at law or in equity brought against Owner, its successors and assigns, in Circuit Court. The sole remedy shall be injunctive relief prohibiting the continuing violation of said covenants and, if necessary, an order requiring the removal or restoration of Property to a condition not in violation of these restrictive covenants. No monetary damage award may be issued, however, this does not apply to forfeitures or citations which might be assessed against Owner for building code or ordinance violations for activities carried out on the Property.



5. Severability Claus. The provisions of this Restrictive Covenant shall be deemed separable, and if any term or provision of these restrictive covenants is deemed to be invalid or unenforceable, the remainder of these restrictive covenants shall not be affected and shall be valid and enforced to the fullest extent of the law.

IN WITNESS WHEREOF, the said Owner has caused these presents to be signed this 2nd day of October, 2007.

By: Christopher J Robaidek  
Name: Christopher J Robaidek  
Title: Parish Council President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN )  
 )SS  
RACINE COUNTY )

Personally came before me this 2 day of Oct, 2007, the above named Christopher J Robaidek, to me known to be the person(s) who executed the foregoing instrument.

Samantha J. K.  
Notary Public, Racine County, WI  
My commission: 03-02-08

CITY OF RACINE

Gary Becker  
Gary Becker, Mayor  
Date: \_\_\_\_\_

Janice M. Johnson-Martin  
Janice Johnson-Martin, City Clerk  
Date: 1-8-08

Approved as to form:

Robert Weber  
Robert Weber, City Attorney

Drafted by:  
Office of The City Attorney

Tax Key Number: 13132094

Real Estate Description Attachment

That part of the South 1/2 of Section 13, Township 3 North, Range 22 East, described as follows: Commence at the intersection of the centerline of Wright Avenue with the Westerly line of Highland Village, an officially recorded subdivision containing said Wright Avenue; run thence North 86° 50' West 171.32 feet along the said avenue centerline as now dedicated and laid out to the point of beginning of this description; continue thence North 86° 50' West 361.76 feet along said centerline of Wright Avenue to the point of curvature of a curve to the right whose radius is 430 feet and long chord bears North 79° 39' 30" West 107.41 feet; thence run Northwesterly 107.70 feet along the arc of said curve on the centerline of said avenue; thence North 72° 29' West 205.87 feet on said Wright Avenue centerline to the centerline of the Green Bay Road; thence run North 17° 51' 30" East 669.12 feet along the centerline of said Green Bay Road to the Southwest corner of lands conveyed to Leo Janowski by Warranty Deed contained in Volume 536 on page 688 in the Deed files in the Office of the Register of Deeds for Racine County, Wisconsin; thence South 71° 16' 30" East 200.00 feet along the Southerly line of said Janowski lands; thence South 39° 02' 18" East 545.92 feet to the center of a proposed street which is the point of curvature of a curve whose radius is 70.00 feet and whose long chord measures South 33° 10' West 47.88 feet; thence Southwesterly 48.87 feet along the arc of said curve and the centerline of said proposed street; thence South 13° 10' West 215.43 feet along said proposed street centerline to the centerline of said Wright Avenue and the point of beginning of this description. EXCEPTING THEREFROM for public street purposes the Southerly 30 feet and the Easterly 30 feet lying between the Southerly and Northeasterly boundaries of the above described property. ALSO EXCEPTING that land conveyed in Volume 1245 of Records, page 257 for highway purposes. Said land being in the City of Racine, Racine County, Wisconsin.

Property Address 1335 South Green Bay Road

## MORTGAGE

DOCUMENT NUMBER:

\*\*The above recording information verifies  
this document has been electronically  
recorded and returned to Johnson Bank - Commercial \*\*

RETURN ADDRESS:

Johnson Bank  
555 Main Street, Suite 340  
Racine, WI 53403

PARCEL I.D. NUMBER: 13132094



\*00002288220393-20007450000000\*

THIS MORTGAGE dated November 9, 215, is made and executed between Kimissis Tis Theotokou (referred to below as "Grantor") and JOHNSON BANK, whose address is 555 MAIN STREET, SUITE 250, RACINE, WI 53403 (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:

See EXHIBIT A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 1335 S GREEN BAY ROAD, RACINE, WI 53406. The Real Property tax identification number is 13132094.

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

This property is not the Grantor's homestead.

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

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

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

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

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

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

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

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

Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Without otherwise limiting Grantor's covenants as provided herein, Grantor shall not without Lender's prior written consent, remove or permit the removal of sand, gravel or topsoil, or engage in borrow pit operations, or use or permit the use of the Property as a land fill or dump, or store, burn or bury or permit the storage, burning or burying of any material or product which may result in contamination of the Property or the groundwater or which may require the issuance of a permit by the Environmental Protection Agency or any state or local government agency governing the issuance of hazardous or toxic waste permits, or request or permit a change in zoning or land use classification, or cut or remove or suffer the cutting or removal of any trees or timber from the Property.

At its sole cost and expense, Grantor shall comply with and shall cause all occupants of the Property to comply with all Environmental Laws with respect to the disposal of Industrial refuse or waste, and/or the discharge, processing, manufacture, generation, treatment, removal, transportation, storage and handling of Hazardous Substances, and pay immediately when due the cost of removal of any such wastes or substances from, and keep the Property free of any lien imposed pursuant to such laws, rules, regulations and orders.

Grantor shall not install or permit to be installed in or on the Property, friable asbestos or any substance containing asbestos and deemed hazardous by federal, state or local laws, rules, regulations or orders respecting such material. Grantor shall further not install or permit the installation of any machinery, equipment or fixtures containing polychlorinated biphenyls (PCBs) on or in the Property. With respect to any such material or materials currently present in or on the Property, Grantor shall promptly comply with all applicable Environmental Laws regarding the safe removal thereof, at Grantor's expense.

Grantor shall indemnify and defend Lender and hold Lender harmless from and against all loss, cost, damage and expense (including, without limitation, attorneys' fees and costs incurred in the investigation, defense and settlement of claims) that Lender may incur as a result of or in connection with the assertion against Lender of any claim relating to the presence or removal of any Hazardous Substance, or compliance with any Environmental Law. No notice from any governmental body has ever been served upon Grantor or, to Grantor's knowledge after due inquiry, upon any prior owner of the Property, claiming a violation of or under any Environmental Law or concerning the environmental state, condition or quality of the Property, or the use thereof, or requiring or calling attention to the need for any work, repairs, construction, removal, cleanup, alterations, demolition, renovation or installation on, or in connection with, the Property in order to comply with any Environmental Law; and upon receipt of any such notice, Grantor shall take any and all steps, and shall perform any and all actions necessary or appropriate to comply with the same, at Grantor's expense. In the event Grantor fails to do so, Lender may declare this Mortgage to be in default.

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

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

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

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

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

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

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

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

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

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

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

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

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act,

omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

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

**Unexpired Insurance at Sale.** Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

**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:

**Notice of Proceedings.** Grantor shall immediately notify Lender in writing should all or any part of the Property become subject to any condemnation or expropriation proceedings or other similar proceedings, including without limitation, any condemnation, confiscation, eminent domain, inverse condemnation or temporary requisition or taking of the mortgaged Property, or any part or parts of the Property. Grantor further agrees to promptly take such steps as may be necessary and proper within Lender's sole judgment and at Grantor's expense, to defend any such condemnation or expropriation proceedings and obtain the proceeds derived from such proceedings. Grantor shall not agree to any settlement or compromise or any condemnation or expropriation claim without Lender's prior written consent.

**Lender's Participation.** Lender may, at Lender's sole option, elect to participate in any such condemnation or expropriation proceedings and be represented by counsel of Lender's choice. Grantor agrees to provide Lender with such documentation as Lender may request to permit Lender to so participate and to reimburse Lender for Lender's costs associated with Lender's participation, including Lender's reasonable attorneys' fees.

**Conduct of Proceedings.** If Grantor fails to defend any such condemnation or expropriation proceedings to Lender's satisfaction, Lender may undertake the defense of such a proceeding for and on behalf of Grantor. To this end, Grantor irrevocably appoints Lender as Grantor's agent and attorney-in-fact, such agency being coupled with an interest, to bring, defend, adjudicate, settle, or otherwise compromise such condemnation or expropriation claims; it being understood, however, that, unless one or more Events of Default (other than the condemnation or expropriation of the Property) then exists under this Mortgage, Lender will not agree to any final settlement or compromise of any such condemnation or expropriation claim without Grantor's prior approval, which approval shall not be unreasonably withheld.

**Application of Net Proceeds.** Lender shall have the right to receive all proceeds derived or to be derived from the condemnation, expropriation, confiscation, eminent domain, inverse condemnation, or any permanent or temporary requisition or taking of the Property, or any part or parts of the Property ("condemnation proceeds"). In the event that Grantor should receive any such condemnation proceeds, Grantor agrees to immediately turn over and to pay such proceeds to Lender. All condemnation proceeds, which are received by, or which are payable to either Grantor or Lender, shall be applied, at Lender's sole option and discretion, and in such manner as Lender may determine (after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Grantor and/or Lender), for the purpose of: (a) replacing or restoring the condemned, expropriated, confiscated, or taken Property; or (b) reducing the then outstanding balance of the Indebtedness, together with interest thereon, with such payments being applied in the manner provided in this Mortgage. Lender's receipt of such condemnation proceeds and the application of such proceeds as provided in this Mortgage shall not affect the lien of this Mortgage.

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

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and

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

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

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

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

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

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

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

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

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, 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) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

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

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness, including without limitation all future advances, when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

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

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

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

**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, or made by Guarantor, or any other guarantor, endorser, surety, or accommodation party, under this Mortgage or the Related Documents in connection with the obtaining of the Indebtedness evidenced by the Note or any security document directly or indirectly securing repayment of the Note is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

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

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

**Creditor or Foreclosure Proceedings.** Commencement of foreclosure or foreclosure 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 foreclosure proceeding and if Grantor gives Lender written notice of the creditor or foreclosure proceeding and deposits with Lender monies or a surety bond for the creditor or foreclosure proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Execution; Attachment.** Any execution or attachment is levied against the Property, and such execution or attachment is not set aside, discharged or stayed within thirty (30) days after the same is levied.

**Change in Zoning or Public Restriction.** Any change in any zoning ordinance or regulation or any other public restriction is enacted, adopted or implemented, that limits or defines the uses which may be made of the Property such that the present or intended use of the Property, as specified in the Related Documents, would be in violation of such zoning ordinance or regulation or public restriction, as changed.

**Default Under Other Lien Documents.** A default occurs under any other mortgage, deed of trust or security agreement covering all or any portion of the Property.

**Judgment.** Unless adequately covered by insurance in the opinion of Lender, the entry of a final judgment for the payment of money

involving more than ten thousand dollars (\$10,000.00) against Grantor and the failure by Grantor to discharge the same, or cause it to be discharged, or bonded off to Lender's satisfaction, within thirty (30) days from the date of the order, decree or process under which or pursuant to which such judgment was entered.

**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, or any other guarantor, endorser, surety, or accommodation party of any of the indebtedness or any Guarantor, or any other guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness.

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

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

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

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

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

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

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

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

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

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

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

**ADDITIONAL PROVISIONS.**

**Waiver of Trial by Jury.** THE BORROWER AND THE LENDER (BY THEIR ACCEPTANCE HEREOF) HEREBY AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT. The scope of this waiver is intended to be all encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including contract claims, tort claims, breach of duty claims and all other common law and statutory claims. The Borrower and the Lender each acknowledge that this waiver is a material inducement for the Borrower and the Lender to enter into a business relationship, that the Borrower and the Lender have already relied on this waiver in entering into this Agreement and that each will continue to rely on this waiver in their related future dealings. The Borrower and the Lender further warrant and represent that each has reviewed this waiver with its legal counsel, and that each knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

**Entire Agreement.** This Agreement [and the other Loan Documents] shall constitute the entire agreement of the parties pertaining to the subject matter hereof and supersede all prior or contemporaneous agreements and understandings of the parties in connection therewith.

**Business Interruption Insurance Provision.** The Grantor shall keep the Collateral properly housed and insured for the full insurable value thereof against loss or damage by fire, theft, explosion, sprinklers, collision (in the case of motor vehicles) and such other risks as are customarily insured against by Persons engaged in businesses similar to that of such Borrower, with such companies, in such amounts, with such deductibles, and under policies in such form, as shall be satisfactory to the Lender. Original (or certified) copies of such policies of insurance have been or shall be, within ninety (90) days of the date hereof, delivered to the Lender, together with evidence of payment of all premiums therefor, and shall contain an endorsement, in form and substance acceptable to Lender, showing loss under such insurance policies payable to the Lender. Such endorsement, or an independent instrument furnished to the Lender, shall provide that the insurance company shall give the Lender at least thirty (30) days written notice before any such policy of insurance is altered or canceled and that no act, whether willful or negligent, or default of the Grantor or any other Person shall affect the right of the Lender to recover under such policy of insurance in case of loss or damage. In addition, the Grantor shall cause to be executed and delivered to the Lender an assignment of proceeds of its business interruption insurance policies. The Grantor hereby directs all insurers under all policies of insurance to pay all proceeds payable thereunder directly to the Lender. Upon the occurrence and during the continuance of an Event of Default, the Grantor irrevocably makes, constitutes and appoints the Lender (and all officers, employees or agents designated by the Lender) as the Grantor's true and lawful attorney (and agent-in-fact) for the purpose of making, settling and adjusting claims under such policies of insurance, endorsing the name of the Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and making all determinations and decisions with respect to such policies of insurance.

**Change of name, address or organization.** Grantor shall not change Grantor's legal name, address, type of organization or state under whose law it is organized without providing at least 30 days prior written notice of the change to Lender. Grantor shall preserve its organizational existence and Grantor, whether or not an organization, shall not, in one transaction or a series of related transactions, merge into or consolidate with any other organization, change Grantor's legal structure or sell or transfer all or substantially all of Grantor's assets.

**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.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of RACINE County, 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.

**Non-Liability of Lender.** The relationship between Grantor and Lender created by this Mortgage is strictly a debtor and creditor relationship and not fiduciary in nature, nor is the relationship to be construed as creating any partnership or joint venture between Lender and Grantor. Grantor is exercising Grantor's own judgment with respect to Grantor's business. All information supplied to Lender is for Lender's protection only and no other party is entitled to rely on such information. There is no duty for Lender to review, inspect, supervise or inform Grantor of any matter with respect to Grantor's business. Lender and Grantor intend that Lender may reasonably rely on all information supplied by Grantor to Lender, together with all representations and warranties given by Grantor to Lender, without investigation or confirmation by Lender and that any investigation or failure to investigate will not diminish Lender's right to so rely.

**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.

**Sole Discretion of Lender.** Whenever Lender's consent or approval is required under this Mortgage, the decision as to whether or not to consent or approve shall be in the sole and exclusive discretion of Lender and Lender's decision shall be final and conclusive.

**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 Kimissis Tis Theotokou 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 individually, collectively, and interchangeably 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 Kimissis Tis Theotokou.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness, and, in each case, the successors, assigns, heirs, personal representatives, executors and administrators of any guarantor, surety, or accommodation party.

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

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

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

**Indebtedness.** The word "Indebtedness" means the indebtedness evidenced by the Note, including all principal and accrued interest thereon, together with all other liabilities, costs and expenses for which Borrower is responsible under this Agreement or any of the Related Documents. In addition, the word "Indebtedness" includes all other obligations, debts and liabilities, plus any accrued interest thereon, owing by Borrower, or any one or more of them, to Lender of any kind or character, now existing or hereafter arising, as well as all present and future claims by Lender against Borrower, or any one or more of them, and all renewals, extensions, modifications, substitutions and rearrangements of any of the foregoing; whether such Indebtedness arises by note, draft, acceptance, guaranty, endorsement, letter of credit, assignment, overdraft, indemnity agreement or otherwise; whether such Indebtedness is voluntary or involuntary, due or not due, direct or indirect, absolute or contingent, liquidated or unliquidated; whether Borrower may be liable individually or jointly with others; whether Borrower may be liable primarily or secondarily or as debtor, maker, co-maker, drawer, endorser, guarantor, surety, accommodation party or otherwise.

**Lender.** The word "Lender" means JOHNSON BANK, its successors and assigns.

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

**Note.** The word "Note" means the promissory note dated November 9, 215, in the original principal amount of **\$25,000.00** 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.

**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:**

**KIMISSIS TIS THEOTOKOU**

By:   
Georgia Bar, President of Kimissis Tis Theotokou

By:   
Tom Savas, Treasurer of Kimissis Tis Theotokou

This Mortgage was drafted by: KATIE RODGERS

Complete either Authentication Section or Acknowledgment Section

## AUTHENTICATION

Signature(s) of Kimlssis Tis Theotokou authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Title: Member State Bar of Wisconsin or

authorized under Section 706.06, Wis. Stats.

## CORPORATE ACKNOWLEDGMENT

STATE OF Wisconsin

)

) ss

COUNTY OF Racine

)

On this 9th day of November, 02 15, before me, the undersigned Notary Public, personally appeared Georgia Barr, President of Kimlssis Tis Theotokou and Tom Savas, Treasurer of Kimlssis Tis Theotokou, and known to me to be authorized agents of the corporation that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the corporation.

By Andrew J. DodgeResiding at Racine WI

[Type or Print Name]

Notary Public in and for the State of WisconsinMy commission expires 5/21/18

## Exhibit A

Description of Property situated in the County of Racine, State of Wisconsin:

That part of the South 1/2 of Section 13, Township 3 North, Range 22 East, described as follows: Commence at the intersection of the centerline of Wright Avenue with the Westerly line of Highland Village, an officially recorded subdivision containing said Wright Avenue; run thence North 86° 50' West 171.32 feet along the said avenue centerline as now dedicated and laid out to the point of beginning of this description; continue thence North 86° 50' West 361.76 feet along said centerline of Wright Avenue to the point of curvature of a curve to the right whose radius is 430 feet and long chord bears North 79° 39' 30" West 107.41 feet; thence run Northwesterly 107.70 feet along the arc of said curve on the centerline of said avenue; thence North 72° 29' West 205.87 feet on said Wright Avenue centerline to the centerline of the Green Bay Road; thence run North 17° 51' 30" East 669.12 feet along the centerline of said Green Bay Road to the Southwest corner of lands conveyed to Leo Janowski by Warranty Deed contained in Volume 536 on page 688 in the Deed files in the Office of the Register of Deeds for Racine County, Wisconsin; thence South 71° 16' 30" East 200.00 feet along the Southerly line of said Janowski lands; thence South 39° 02' 18" East 545.92 feet to the center of a proposed street which is the point of curvature of a curve whose radius is 70.00 feet and whose long chord measures South 33° 10' West 47.88 feet; thence Southwesterly 48.87 feet along the arc of said curve and the centerline of said proposed street; thence South 13° 10' West 215.43 feet along said proposed street centerline to the centerline of said Wright Avenue and the point of beginning of this description. EXCEPTING THEREFROM for public street purposes the Southerly 30 feet and the Easterly 30 feet lying between the Southerly and Northeasterly boundaries of the above described property. ALSO EXCEPTING that land conveyed in Volume 1245 of Records, page 257 for highway purposes. ALSO FURTHER EXCEPTING THEREFROM land conveyed by deed recorded as Document No. 785587. Said land being in the City of Racine, Racine County, Wisconsin.

The following is for informational purposes only:

Address: 1335 S. Green Bay Road

Tax Key No. 13132094