



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 2:24 pm

Last Revised on: 1/29/20 2:24 pm

Printed on: 1/29/20 2:24 pm

Applicant Information

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

Sales Representative: Craig Haskins

Property Information

(Note: values below are from the tax roll)

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

Owner(s) of record: Roger H. Hoff and David Witcraft, as tenants in common

Property address: 1235 S Green Bay Road, Racine, WI 53406 (Note: Please see included tax bill for mailing address.)

Legal description: That part of the Southeast ¼ and the Southwest ¼ of Section 13, Township 3 North, Range 22 East, described as follows: Commence on the East and West ¼ line of said Section at a point that is located North 86° 58' West 2611.62 feet from the East ¼ corner of said Section; thence South 77.11 feet to the intersection of the South line of Wisconsin State Trunk Highway #20 and the Easterly right-of-way line of the Green Bay Road; thence South 47° 27' West 153.85 feet along the Easterly right-of-way line of the Green Bay Road; thence South 18° 29' West 68.56 feet along said Easterly right-of-way line to the point of beginning of this description; thence run South 86° 58' East 125.54 feet; thence South 03° 02' West 150.00 feet; thence North 86° 58' West 167.00 feet to the Easterly right-of-way line of the Green Bay Road; thence North 18° 29' East 155.62 feet along said Easterly right-of-way line to the point of beginning of this description. EXCEPTING THEREFROM lands contained in Award of Damages recorded in Volume 3296 of Records, Page 685, as Document No. 1800169. Said land being in the Village of Mt. Pleasant, County of Racine and State of Wisconsin.

Tax Key No: 151-03-13-158-000

Mortgages / Leases / Land Contracts / UCC

Rights of lessees under unrecorded leases, if any.

Mortgage from Roger Hoff and David Witcraft, individuals as tenants in common to Heritage Bank and Trust in the amount of \$785,000.00 dated April 23, 1997 and recorded May 5, 1997 in Volume 2633, Page 716 as Document No. 1578208.

Mortgage from Roger Hoff and David Witcraft to Heritage Bank and Trust in the amount of \$325,000.00 dated April 23, 1997 and recorded May 5, 1997 in Volume 2633, Page 719 as Document No. 1578209.

Mortgage from Roger Hoff and David Witcraft, individuals as tenants in common to Heritage Bank and Trust in the amount of \$300,000.00 dated August 26, 1997 and recorded September 2, 1997 in Volume 2670, Page 947 as Document No. 1592841.

Mortgage from Roger Hoff and David Witcraft to Hardee's Food Systems, Inc. in the amount of \$700,000.00 dated March 10, 1999 and recorded March 26, 1999 in Volume 2895, Page 369 as Document No. 1676493.

Assignment of Rents from Roger H. Hoff and David W. Witcraft to Johnson Bank recorded February 4, 2013 as Document No. 2343075.

Assignment of Lease and other matters contained in instrument recorded May 6, 1992, in Volume 2149, Page 834, as Document No. 1374912.

Easements / Restrictions & Other Encumbrances



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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.

Easement and other matters contained in the instrument recorded March 27, 1962 in Volume 735, Page 230 as Document No. 733792.

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.

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

Easements and Memoranda of Covenants and Options and other matters contained in the instrument recorded May 29, 1964 in Volume 821, Page 595 as Document No. 770346.

Easements and Memoranda of Covenants and Options and other matters contained in the instrument recorded May 29, 1964 in Volume 821, Page 602 as Document No. 770347.

Covenant and Agreement and other matters contained in the instrument recorded October 25, 1965 in Volume 883, Page 297 as Document No. 796863.

Restrictive Covenant and other matters contained in the instrument recorded December 30, 1987 in Volume 1896, Page 617 as Document No. 1247184. Along with Assignment of Rights Under Restrictive Covenant recorded April 20, 1992, in Volume 2144, Page 400, as Document No. 1372701.

Agreement with Respect to Restrictive Covenant and other matters contained in the instrument recorded May 10, 1988 in Volume 1912, Page 366 as Document No. 1255871.

Sign Easement Agreement and other matters contained in the instrument recorded December 2, 2014 as Document No. 2395408.

Easement Agreement and other matters contained in the instrument recorded December 2, 2014 as Document No. 2395409.

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

Judgments / Liens

None

General Taxes

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

Taxes for the Year 2018 in the amount of \$16,705.44, and all prior years are paid.

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

Other Matters

None





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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).





1079341

2018 Property Record | Racine County, WI

Assessed values not finalized until after Board of Review
Property information is valid as of 11/12/2019 2:20:14 PM

Owner Address

HOFF & WITCRAFT,
3112 GOLF RD

EAU CLAIRE, WI 54701

Owner

HOFF & WITCRAFT

Property Information

Parcel ID: 151-032213158000
Document # 1372697
Tax Districts:
UNIFIED SCHOOL DISTRICT

Property Description

For a complete legal description, see recorded document.

PT S1/2 COM 2611 W OF E1/4 COR S77 SWY153
SWY68 TO POB E125 S150 W167 NE155 TO POB
TOTAL ACRES 00.50

Municipality: 151-VILLAGE OF MT PLEASANT
Property Address: 1235 GREEN BAY S RD

Tax Information

[Print Tax Bill](#)

<u>Installment</u>	<u>Amount</u>
<u>First:</u>	8,557.44
<u>Second:</u>	8,148.00
<u>Third:</u>	0.00
<u>Total Tax Due:</u>	16,705.44
<u>Base Tax:</u>	16,366.43
<u>Special Assessment:</u>	409.00
<u>Lottery Credit:</u>	0.00
<u>First Dollar Credit:</u>	69.99
<u>Amount Paid:</u> (View payment history info below)	16,705.44
<u>Current Balance Due:</u>	0.00
<u>Interest:</u>	0.00
<u>Total Due:</u>	0.00

Land Valuation

<u>Code</u>	<u>Acres</u>	<u>Land</u>	<u>Impr.</u>	<u>Total</u>
2	0.50	\$479,100	\$338,500	\$817,600
	0.50	\$479,100	\$338,500	\$817,600
<u>Assessment Ratio:</u>				0.9856968380
<u>Fair Market Value:</u>				829500.00

Special Assessment Detail

<u>Code</u>	<u>Description</u>	<u>Amount</u>
21	21 - FIRE/AMBULANCE	62.50
24	24 - STORM WATER UTILITY FEE	346.50
		409.00

Payment History

<u>Date</u>	<u>Receipt</u>	<u>Amount</u>	<u>Interest</u>	<u>Penalty</u>	<u>Total</u>
1/29/2019	159885	8557.44	0.00	0.00	8557.44
7/15/2019	172691	8148.00	0.00	0.00	8148.00

*No data found for Delinquent Tax Summary in 2018



Racine County

Owner (s):

HOFF & WITCRAFT

Location:

Section, Sect. 13, T3N, R22E

Mailing Address:

HOFF & WITCRAFT**3112 GOLF RD****EAU CLAIRE, WI 54701-0000**

Request Mailing Address Change

School District:

4620 - UNIFIED SCHOOL DISTRICT

Tax Parcel ID Number:

Tax District:

Status:

151-03-22-13-158-000 151-VILLAGE OF MT PLEASANT Active

Alternate Tax Parcel Number: Acres:

0.5000

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

PT S1/2 COM 2611 W OF E1/4 COR S77 SWY153 SWY68 TO POB E125 S150 W167 NE155 TO POB **TOTAL ACRES 00.50**

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

1235 GREEN BAY RD S RACINE, WI 53406

0 Lottery credits claimed

Tax History

* Click on a Tax Year for detailed payment information.

Tax Year*	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2018	\$16,705.44	\$16,705.44	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$16,844.17	\$16,844.17	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$17,651.48	\$17,651.48	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$17,656.78	\$17,656.78	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$16,690.07	\$16,690.07	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$18,025.54	\$18,025.54	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$19,182.37	\$19,182.37	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$18,011.80	\$18,011.80	\$0.00	\$0.00	\$0.00	\$0.00
2010	\$13,537.65	\$13,537.65	\$0.00	\$0.00	\$0.00	\$0.00
2009	\$14,910.22	\$14,910.22	\$0.00	\$0.00	\$0.00	\$0.00
2008	\$13,558.60	\$13,558.60	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$0.00

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

1577378

PERSONAL REPRESENTATIVE'S DEED

Document Number

Document Title

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

97 APR 29 AM 9:30

MARK A. LAUD
REGISTER OF DEEDS

Recording Area

12

Name and Return Address

Roger Hoff & David Witcraft
c/o Hardee's - 1745 Deane Blvd.
Racine, Wisconsin 53405

51-008-03-22-13-158-000

Parcel Identification Number (PIN)

Tax Exempt 77.25

#5

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2.94

North Central Trust Company

....., as Personal Representative of the estate of
Donald A. Gordon, Jr...... ("Decedent"),
for a valuable consideration conveys, without warranty, to
Roger H. Hoff and David Witcraft....., Grantee,
the following described real estate in Racine County,
State of Wisconsin (hereinafter called the "Property"):RETURN TO Roger Hoff & David
Witcraft, c/o Hardees, 1745
Deane Blvd., Racine, WI 53405

That part of the Southeast $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of
Section 13, Township 3 North, Range 22 East, described
as follows: Commence on the East and West $\frac{1}{4}$ line of said Section at a point that
is located North $86^{\circ}58'$ West 2611.62 feet from the East $\frac{1}{4}$ corner of said Section;
thence South 77.11 feet to the intersection of the South line of Wisconsin State
Trunk Highway #20 and the Easterly right-of-way line of the Green Bay Road; thence
South $47^{\circ}27'$ West 153.85 feet along the Easterly right-of-way line of the Green Bay
Road; thence South $18^{\circ}29'$ West 68.56 feet along said Easterly right-of-way line to
the point of beginning of this description; thence run South $86^{\circ}58'$ East 125.54 feet;
thence South $03^{\circ}02'$ West 150.00 feet; thence North $86^{\circ}58'$ West 167.00 feet to the
Easterly right-of-way line of Green Bay Road; thence North $18^{\circ}29'$ East 155.62 feet
along said Easterly right-of-way line to the point of beginning of this description.
Said land being in the Town of Mt. Pleasant, County of Racine and State of Wisconsin.

Tax Parcel No: 51-008-03-22-13-
158-000

Personal Representative by this deed does convey to Grantee all of the estate and interest in the Property which
the Decedent had immediately prior to Decedent's death, and all of the estate and interest in the Property which the
Personal Representative has since acquired.

Dated this 18 day of April, 1997.

NORTH CENTRAL TRUST COMPANY

(SEAL)

By: John Hilficker (SEAL)
John Hilficker, Assistant Vice President
Personal Representative

AUTHENTICATION

Signature(s)

authenticated this day of, 19.....

* TITLE: MEMBER STATE BAR OF WISCONSIN

(If not,
authorized by § 706.06, Wis. Stats.)THIS INSTRUMENT WAS DRAFTED BY
Moen Sheehan Meyer, Ltd. (MSM)(Signatures may be authenticated or acknowledged. Both
are not necessary.) that he executed the same on
behalf of said entity, by its authority.

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

ACKNOWLEDGMENT

STATE OF WISCONSIN

La Crosse County. } ss.

Personally came before me this 18 day of
April, 1997, the above named
John Hilficker, Asst. V.P. of North
Central Trust Company, to me known to
be such officer andto me known to be the person who executed the
foregoing instrument and acknowledged the same* Michael S. Moen
Notary Public La Crosse County, Wis.
My Commission is permanent. (If not, state expiration
date:, 19.....)

1372697

DOCUMENT NO.

STATE BAR OF WISCONSIN FORM 1 — 1982

WARRANTY DEED

THIS SPACE RESERVED FOR RECORDING DATA

REGISTERED
RACINE COUNTY, WIS.

RECORDED

ATC 18655

This Deed, made between G. P. Schoenfelder

'92 APR 20 AIO:10

VOL 2144 PAGE 389

REGISTERED
OF DEEDS

Grantor,
and Donald A. Gordon, Jr., an undivided 50% interest,
Roger H. Hoff, an undivided 25% interest, and
David Witcraft, an undivided 25% interest as
tenants in common, Grantee,

Witnesseth, That the said Grantor, for a valuable consideration.....
One dollar and other valuable consideration
conveys to Grantee the following described real estate in Racine
County, State of Wisconsin:

RETURN TO

Ambassador
Box #6

10-20

That part of the Southeast 1/4 and the Southwest 1/4 of Section
13, Township 3 North, Range 22 East, described as follows:
Commence on the East and West 1/4 line of said Section at a point
that is located North 86°58' West 2611.62 feet from the East 1/4
corner of said Section; thence South 77.11 feet to the
Intersection of the South line of Wisconsin State Trunk Highway
#20 and the Easterly right-of-way line of the Green Bay Road;
thence South 47°27' West 153.85 feet along the Easterly
right-of-way line of the Green Bay Road; thence South 18°29' West
68.56 feet along said Easterly right-of-way line to the point of
beginning of this description; thence run South 86°58' East
125.54 feet; thence South 03°02' West 150.00 feet; thence North
86°58' West 167.00 feet to the Easterly right-of-way line of the
Green Bay Road; thence North 18°29' East 155.62 feet along said
Easterly right-of-way line to the point of beginning of this
description. Said land being in the Town of Mt. Pleasant, County
of Racine and State of Wisconsin.

Wisconsin Real Estate Transfer Tax \$ 3,150.00

Tax Parcel No. 51-008-03-22-13-158-000

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

Together with all and singular the hereditaments and appurtenances thereunto belonging;

And G. P. Schoenfelder

warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except
municipal zoning ordinances, recorded easements for public utilities
serving the property, recorded building and use restrictions and covenants,
and general taxes levied in 1992
and will warrant and defend the same.

Dated this 13th day of April, 1992

(SEAL)

G. P. Schoenfelder (SEAL)
G. P. Schoenfelder

(SEAL)

(SEAL)

AUTHENTICATION

Signature(s) G. P. Schoenfelderauthenticated this 13 day of April, 1992James W. Hill

TITLE: MEMBER STATE BAR OF WISCONSIN

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

THIS INSTRUMENT WAS DRAFTED BY

James W. Hill, Attorney

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

ACKNOWLEDGMENT

STATE OF WISCONSIN

ss.

County.

Personally came before me this _____ day of
_____, 19____ the above named

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

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

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

WARRANTY DEED

STATE BAR OF WISCONSIN
FORM No. 1 — 1982VOL 2144 PAGE 389
Wisconsin Legal Blank Co. Inc.
Milwaukee, Wis.

Document Number

AWARD OF DAMAGES

By State of Wisconsin

Wisconsin Department of Transportation
s.84.09(2) Wis. Stats.
Exempt from fee: s.77.25(2r) Wis. Stats.
DT1584 98 (Replaces RE3001)

This award of damages is made pursuant to a relocation order of the State of Wisconsin, Department of Transportation, dated 03/22/01 and filed in the office of the County Clerk of Racine County, for the improvement of State Trunk Highway 20, in Racine County.

The State of Wisconsin has determined it necessary to acquire, for the purpose set forth in and in accordance with said relocation order, a parcel of real estate and/or rights therein as set forth, in and to which the following persons have an interest:

Roger H. Hoff and David Witcraft; Johnson Bank; Hardee's Food Systems, Inc.

The interest acquired by this award is

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART
HEREOF BY REFERENCE.

RECORDED

2001 NOV 16 AM 10:42

MARK A. LADD
REGISTER OF DEEDS13
This space is reserved for recording data

Return to

TRANSPORTATION DISTRICT 2
141 N.W. Barstow St.
Waukesha, WI 53188-3789

Parcel Identification Number / Tax Key Number

51-008-03-22-13-158-000

Said parcel or real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on November 30, 2001 (Date).

The State of Wisconsin, having complied with all jurisdictional requirements pursuant to law, makes this award of damages to the above persons having an interest in said parcel of real estate, in the sum of Nine Thousand and 00/100 Dollars

Dollars (\$ 9,000.00), for the acquisition of said parcel for real estate and/or interests therein as set forth.

State of Wisconsin, Department of Transportation



(Real Estate Management)

10-17-01

(Date)

Project ID 2440-01-20This instrument was drafted by Wisconsin Department of TransportationParcel No. 76

LEGAL DESCRIPTION

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

That part of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, described as follows: Commencing at the Center of said Section 13; thence North 89°10'36" West 87.14 feet along the north line of said Southwest 1/4 to the reference line of STH 31; thence South 16°25'26" West 328.29 feet along said reference line; thence South 73°34'34" East 50 feet to the east line of STH 31 and the point of beginning; thence North 23°20'00" East 83.21 feet to a point which is South 73°34'34" East 60 feet of, as measured normal to, said reference line and also being the north property line of the owner; thence North 89°10'36" West 10.38 feet along said north line to the east line of STH 31; thence South 16°25'26" West 79.73 feet along said east line to the point of beginning.

This parcel contains **0.009 acres**, more or less.

Also, a **Temporary Limited Easement** for the right to construct cut and/or fill slopes and a driveway, 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 follows: A 20 foot strip of land lying easterly of and adjacent to the existing east line of STH 31 between the north property line of the owner and a point 109.73 feet southerly thereof, as measured along said east line, excepting therefrom the above described fee taking.

This parcel contains **0.052 acres**, more or less.

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.

770025

AFFIDAVIT

STATE OF WISCONSIN
COUNTY OF RACINE

VOL 821 PAGE 144

Register's Office
Racine County, Wis. } ss.Received for Record 22nd day of
May A.D., 1964 at 11:24
o'clock A.M. and recorded in Volume 821
of Records on page 144-145*Stanley F. Bialecki*
Register of Deeds

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

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

Parcel	Document	Volume of Records	Page	Owners
300	747820	770	219-220	S. J. Papas and Constance Papas

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 south one-half of Section 13, Township 3 North, Range 22 East, bounded and described as follows:

Begin at a point in the north line of the southeast one-quarter of said section which is 1551 feet North 89° 10' 18" West of the east one-quarter corner of said section; thence North 89° 10' 18" West 811 feet; thence southerly along the east line of the school property, to a point 77 feet South 0° 49' 42" West of the north line of said southeast one-quarter; thence South 89° 10' 18" East to the owner's east property line; thence northerly and parallel to the east line of said section, to the point of beginning.

Also, Fee Title to that part of the southwest one-quarter of said section lying between the following described centerline of S.T.H. 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; (said center of section

821-144

Range 22, 1964

770025

(2)

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 to the point of beginning in owner's north property line (said line is described in Volume 714 of Deeds on Page 569); thence South 16° 24' 34" West 42.16 feet to the point of ending in the owner's south property line.

The parcels contain approximately 0.84 acres, exclusive of lands previously conveyed or deducted for highway purposes.

Also, a Limited Highway Easement for the right to construct and maintain out or fill slopes on the following described lands in Racine County, State of Wisconsin, but without prejudice to the owner's right to flatten these slopes or to construct improvements on said lands, providing said improvements will not impair the highway facilities constructed within the new right of way. Included for such purpose is the right to operate necessary equipment thereon and the right of ingress and egress, as long as required for such public purpose.

The south 12 feet of the north 89 feet of the west 200 feet of the east 2309.47 feet of the southeast one-quarter of said section and a parcel of land beginning 1909.47 feet North 89° 10' 18" West and 77 feet South 0° 49' 42" West of the east one-quarter corner of said section; thence South 0° 49' 42" West 15 feet; thence South 89° 10' 18" East to the owner's east property line; thence northerly along said line to a point South 89° 10' 18" East of the point of beginning; thence North 89° 10' 18" West to the point of beginning.

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

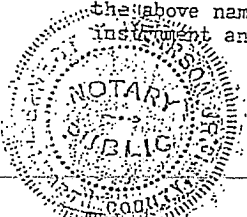
Signed and Sealed in Presence of:

James T. Fetzer (SEAL)
James T. Fetzer

Robert E. Argraves
Robert E. Argraves

Norman D. Oberbeck
Norman D. Oberbeck

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



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

This instrument drafted by the
State Highway Commission of Wisconsin

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. 32.09, 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 s ha^{ve} 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

Edward E. Lewis

Eliot E. Lewis

Eliot E. Lewis

Personally came before me, this 7th day of February, A.D., 19 63,
 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., 19 63

Negotiated by _____

Parcel No. 293

STATE OF WISCONSIN

Racine County, ss.

747725

RECEIVED FOR RECORD

11th DAY OF February
 A.D., 19 63, AT 1:30
 O'CLOCK P.M. AND RECORDED IN VOL. 770 OF Records PAGE 64

Stanley F. Bialecki

REGISTER OF DEEDS

Racine County, Wisconsin

This instrument was drafted by the State Highway Commission of Wisconsin

Project T 065-1(3)

EXC 747725
 770-64
 Feb. 11, 1964

770021

AFFIDAVIT

STATE OF WISCONSIN
COUNTY OF RACINE

VOL 821 PAGE 136

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

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

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

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

Corrected description for the above parcel is as follows:

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

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

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

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

770021

821-136

May 22, 1964

(2)

Corrected description for the above parcel is as follows:

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

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

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

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

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

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

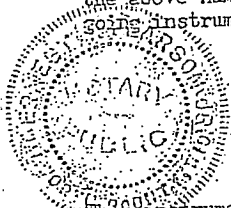
Signed and Sealed in Presence of:

James T. Fetzer (SEAL)
James T. Fetzer

Robert E. Graves
Robert E. Graves

Norman D. Oberheck
Norman D. Oberheck

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



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

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

DOCUMENT NO.

747820

AWARD OF DAMAGES
BY STATE HIGHWAY COMMISSION OF WISCONSIN
Section 84.09(2)

This award of damages is made pursuant to a relocation order of the State Highway Commission of Wisconsin, dated January 10, 1963, and filed in the office of the County Clerk of Racine County, for the improvement of S. T. Highway 20, in Racine County.

The State of Wisconsin has determined it necessary to acquire for the purpose set forth in and in accordance with said relocation order, a parcel of real estate, and/or rights therein, as hereinafter set forth, in and to which the following persons have an interest:

S. J. Papas and Constance Papas, his wife

The interest acquired by this award is for

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

That part of the south one-half of Section 13, Township 3 North, Range 22 East bounded and described as follows:

Begin at a point in the north line of the southeast one-quarter of said section which is 1551 feet North 89° 09' 09" West of the east one-quarter corner of said section; thence North 89° 09' 09" West 811 feet; thence southerly along the east line of the school property, to a point 77 feet South 0° 50' 51" West of the north line of said southeast one-quarter; thence South 89° 09' 09" East to the owner's east property line; thence northerly and parallel to the east line of said section, to the point of beginning.

Also, Fee Title to that part of the southwest one-quarter of said section lying between the following described centerline of S.T.H. 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 described in Volume 714 of Deeds on Page 569); thence South 16° 24' 34" West 42.16 feet to the point of ending in the owner's south property line.

The parcels contain approximately 0.84 acres, exclusive of lands previously conveyed or deducted for highway purposes.

Also, a Limited Highway Easement for the right to construct and maintain cut or fill slopes on the following described lands in Racine County, State of Wisconsin, but without prejudice to the owner's right to flatten these slopes or to construct improvements on said lands, providing said improvements will not impair the highway facilities constructed within the new right of way. Included for such purpose is the right to operate necessary equipment thereon and the right of ingress and egress, as long as required for such public purpose.

The south 12 feet of the north 89 feet of the west 200 feet of the east 2309.47 feet of the southeast one-quarter of said section and a parcel of land beginning 1909.47 feet North 89° 09' 09" West and 77 feet South 0° 50' 51" West of the east one-quarter corner of said section; thence South 0° 50' 51" West 15 feet; thence South 89° 09' 09" East to the owner's east property line; thence northerly along said line to a point South 89° 09' 09" East of the point of beginning; thence North 89° 09' 09" West to the point of beginning.

Project T 065-1(3)

Parcel 300

Vol. 770 p. 219

Feb. 13, 1963

770-219

747820

OK

VOL 770 PAGE 220

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on March 1, 1963.

The State Highway Commission of Wisconsin, having complied with all jurisdictional requirements pursuant to law hereby makes this award of damages to the above-named persons having an interest in said parcel of real estate, in the sum of Nine thousand one hundred forty and no/100 Dollars (\$9,140.00), for the acquisition of said parcel of real estate and/or interests therein as hereinbefore set forth.

RECEIVED FOR RECORD
13th DAY OF February
A.D. 1963 AT 8:47
O'CLOCK A.M. AND RECORDED IN VOL.
770 OF RECORD PAGE 219-220
Stanley F. Bialecki
REGISTER OF DEEDS

REGISTER OF DEEDS
Racine County, Wisconsin
2.00

Project T 065-1(3)

STATE HIGHWAY COMMISSION OF WISCONSIN

By [Signature] Secretary

Pursuant to authority granted by motion duly made, seconded, and adopted this 6th day of February, 1963.

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

Parcel No. 301

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

Witnesseth, That the said part ies of the first part, for and in consideration of the sum of One (\$1.00)
Dollar and Other Good and Valuable Consideration
 to them in hand paid by the said part ies of the second part, the receipt whereof is hereby confessed and acknowledged,
 ha VE given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant,
 bargain, sell, remise, release, alien, convey and confirm unto the said 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
 inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever.

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

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

SIGNED AND SEALED IN PRESENCE OF

Milton F. La Pour

Milton F. La Pour

Florence Cooke

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

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

726203
 714-569
 Sept. 11, 1961

0 VOL 714 PAGE 570

726293

NO.

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

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

150

This Indenture, Made this..... 20th day of August A. D., 19 62,
between..... EDWARD F. LEWIS (Single)

and LEO S. JANOWSKI and DOROTHY R. JANOWSKI, his wife, as joint tenants and not as tenants in common.

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 been given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do es give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said part 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 conditions 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 part. Y..... of the first part. either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

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

740140

751-210

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 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 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
Richard L. Brown

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

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

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

No. 751-219

EDUARDE E. LEWIS (Single)

LEO S. JANOWSKI and DOR-

OTHY R. JANOWSKI, his wife,

WARRANTY DEED

REGISTER'S OFFICE,
STATE OF WISCONSIN,

Racine County.

Received for Record this 21st day of

August, A. D., 1962,

at 4:18 P. M., and recorded in

Vol. 751 of Records on page 218-219.

Stanley J. Bieloch
Stanley J. Bieloch
Register of Deeds

Deputy

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

751-219

150

733792

735-230

March 27, 1962

IN CONSIDERATION of the sum of One and no/100 Dollars (\$1.00), the undersigned, for themselves, their heirs, successors and assigns, grant and convey unto the Wisconsin Telephone Company and unto the Wisconsin Electric Power Company, their successors and assigns, the following described rights:

VOL 735 PAGE 230

To place and maintain poles, wires, cables, subway construction, anchors together with down guys and other appliances necessary in the conduct of their business on, over, beneath and within the West 10 feet of the East 27 feet of land owned by the Grantors and described as follows:

That part of the S.E. 1/4 of Section 13, Township 3 North, Range 22 East in the Town of Mount Pleasant, Racine County, Wisconsin; begin on the East and West 1/4 Line of said Section 13 that is located Westerly 1551.00 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 Center Line of Green Bay Road (S.T.H. 31); thence North 19° 27' East 42.16 feet along the Center line of said road to a point in the Center Line of said road that is located Northeasterly 608.52 feet along said Center Line 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 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.

The rights herein granted may be assigned by the grantee in whole or in part.

If the grantors, their heirs, successors and assigns, erect any structure or make any improvements on said land that they deem would require the relocation of said equipment, said grantee, its successors and assigns shall so relocate said equipment at its expense after reasonable notice in writing has been given as to the necessity for such work.

Signed this 6TH day of March, 1962.

WITNESS:

Bess Pronos
Bess Pronos

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

Constance Papas (SEAL)
Constance Papas

STATE OF Illinois)
County of Cook) ss.

Personally appeared before me this 6TH day of

March, 1962, S. J. Papas and
Constance Papas, to me known to be the persons who
executed the instrument and acknowledged the same.

Bess Pronos
Bess Pronos
Notary Public, Chicago, Illinois

My commission expires April 24, 1963.

THIS INSTRUMENT
DRAFTED BY
WISCONSIN TELEPHONE CO.

733792

EASEMENT

PIRO J. PAPAS and CONSTANCE
PAPAS,

TO

WISCONSIN TELEPHONE COMPANY
WISCONSIN ELECTRIC POWER
COMPANY.

733792

150 Elm. Telephone Co.
Engineering Department

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 Forms

Math J. L. C.

by Edward L. Lewis Partner

Thomas C. Coker

by Cliff E. Lewis Partner

State of Wisconsin)

Racine County)

744431

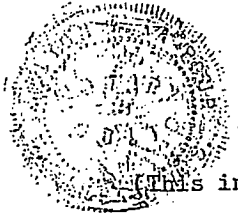
767-40

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



Mitten 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
this 16 day of
November, A.D. 1962
at 11:11 AM and recorded in Volume 767
of Records on page 412-411

Stanley F. Bialowski
Register of Deeds

Conveyance
The Law Firm of
J. H. Larsen
November 17, 1962

200

770346

Register's Office
Racine County, Wis. } ss.
Received for Record 29th day of
May, 1964, at 11
o'clock A.M. and recorded in Volume 821
of Record on page 595.

EASEMENTS AND MEMORANDA

Stanley J. Bischoff
Register of Deeds

OF

5.00

COVENANTS AND OPTIONS.

These are easements and memoranda of other covenants, options and restrictions respecting the use of the real estate described in the Riders attached, numbered One and Two, and respecting the use of real estate herein described, made this 29th day of May, 1964, between SEARS, ROEBUCK AND CO., a New York corporation, hereinafter called the Grantor, and SPIRO J. PAPAS and CONSTANCE PAPAS, his wife, hereinafter called the Grantees.

1. Easement.

The Grantor, for itself, its successors and assigns, in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration to it in hand paid by the Grantees, has given and granted and by these presents does give, grant, bargain, sell and convey to the Grantees, their heirs and assigns, an easement for the benefit of the Grantees, their customers and invitees, to enter upon and exit from the real estate described in Rider number One attached (hereinafter called "Grantor's real estate"), for purposes of ingress and egress to the real estate described in Rider number Two attached (hereinafter called Grantees' real estate), to park vehicles on Grantor's parking lot and to use freely and

VOL 821 PAGE 595

770346

821-595

May 29, 1964

without restriction the parking spaces, walkways and driveways which are now or may hereafter be located on Grantor's real estate, or which may at any time provide ingress and egress thereto.

These easements are to benefit the Grantees, their heirs and assigns, in the use of the Grantees' real estate and it is intended, and the Grantor agrees, that there shall be free and unrestricted interchange of vehicular and pedestrian traffic between Grantor's real estate and Grantees' real estate.

2. Covenants.

The grantor, for itself, its successors and assigns, for the consideration stated, covenants and agrees as follows:

- (a) Except as otherwise specifically provided in an Easement Agreement between the Grantor and Grantees dated May 12, 1964, which agreement is hereby incorporated by reference, Grantor will not, during the term of this agreement, erect any building, structure or fence in the area described as follows:

Commencing at the Northeasterly corner of Grantor's real estate; thence Southwardly along the Easterly boundary of Grantor's real estate a distance of 275 feet; thence Westwardly on a line parallel with the Northerly boundary of Grantor's real estate a distance of 150 feet; thence Northwardly on a line parallel with the Easterly boundary of Grantor's real estate a distance of 275 feet to the Northerly boundary of Grantor's real estate; thence Eastwardly along the Northerly boundary of Grantor's real estate a distance of 150 feet to the place of beginning.

(b) Grantor will cause to be constructed upon Grantor's real estate a building or buildings for the occupancy and use by Grantor for the conduct and operation of a retail store and for the storage and sale of general merchandise, and at the option of Grantor for the conduct and operation of an automobile service station, and further covenants and agrees that the south and west walls of said building or buildings will be constructed in a neat and attractive manner.

(c) Grantor will cause to be provided upon Grantor's real estate facilities for the parking of automobiles, consisting of parking stalls, access driveways and walkways and landscaped areas. Grantor will grade and pave its parking lot with an appropriate compacted and hard surface material and shall install in and upon such lot all necessary drainage, equipment and lighting fixtures. Grantor will keep said parking lot in good order and repair and reasonably free of debris, ice and snow so as to facilitate the easement rights and privileges of the Grantees as hereinbefore set forth. In the event Grantor fails to so maintain said parking lot, Grantees shall have the right to do so at Grantor's expense. The parking lot as so constructed on Grantor's real estate shall be of an area not less

than three times the area of all of the floors of the buildings on the Grantor's real estate, excluding areas used as penthouses, outside selling areas, automobile service station, and warehouse space.

(d) Grantor will grant to the appropriate governmental agencies and to public utility companies any and all easements as may be necessary or reasonably required for the installation of public utility lines, wires, pipes, conduits and poles, and Grantees, at their expense, may connect to any such utility lines, wires, pipes, conduits and poles located on the Grantor's real estate.

3. Options.

By contract for sale and purchase of real property between Grantor and Grantees dated May 12, 1964, Grantor has given to the Grantees an option with respect to the purchase of Grantor's real estate by the Grantees. The terms and conditions of said option are incorporated herein by reference and record notice is hereby given of Grantees' rights thereunder. The source of information with respect to Grantees' rights in Grantor's real estate is the office of the Grantee, 220 South State Street, Suite 714, Chicago, Illinois.

4. Term.

The easements herein contained and the covenants and restrictions herein contained and as contained in the May 12th, 1964 Agreement,

incorporated herein, shall terminate on March 15, 2007 and thereupon all of the rights and obligations of the Grantors shall expire and be of no further force or effect whatever except that the term of any easement for utility lines, wires, pipes, conduits and poles given by Grantor as herein covenanted shall be perpetual but shall be subject to relocation or lapse for non-user.

5. Benefits and Burdens.

These easements, covenants, options and restrictions are for the benefit of the Grantees, their heirs and assigns, in the use of Grantees' real estate and shall be binding upon the Grantor, and its successors and assigns, and shall be a burden upon Grantor's real estate. The covenants, options and restrictions as set forth herein are a memoranda of (for purposes of record notice) and not a substitution for nor modification of the Easement Agreement or the contract for purchase and sale between the Grantor and Grantees dated May 12, 1964.

IN WITNESS WHEREOF the Grantor has executed this document this 29th day of May, 1964, by its proper officers thereunto duly authorized.

SEARS, ROEBUCK AND CO.

ATTEST:

By H. A. Benthin
H. A. Benthin Vice-President

APPROVED
7/12
DJ766MW

William J. Coughlin
Assistant Secretary William J. Coughlin



VOL 821 PAGE 599

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

VOL 821 PAGE 600

On this 29 day of May, 1964, before me,
a Notary Public within and for said County, personally appeared
H. A. Benthini and M. J. Caughlin,
to me personally known, whom, being each by me duly sworn, did say
that they are respectively the Vice-President and
Assistant Secretary of SEARS, ROEBUCK AND CO., the
corporation named in the foregoing instrument, and that the seal affixed
to said instrument is the corporate seal of said corporation, and that said
instrument was signed and sealed in behalf of said corporation by authority
of its Board of Directors and H. A. Benthini and
M. J. Caughlin acknowledged the said instrument
to be the free act and deed of said corporation.

Wanda G. Misewicz
Wanda G. Misewicz
Notary Public, Cook County, Illinois.
My Commission Expires: MY COMMISSION EXPIRES MARCH 23, 1965

RIDER NUMBER ONE

Description of Property.

That part of the Southeast 1/4 and the Southwest 1/4 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 at a
point that is located North 86°-58' West 2066.48 feet from
the East-1/4 corner of said Section; run thence South 71.11
feet to a point on the South line of the right-of-way of
Wisconsin State Trunk Highway 20 which is the point of beginning
of this description; thence run South 630.00 feet; Then North
86°-58' West 659.64 feet; thence North 39°-17' West 15.15 feet
West to the Southeast corner of land conveyed to Leo Janowski
by Deed recorded in Volume 751 Page 218 of the Deed Records
in the Office of Register of Deeds for Racine County; thence
North 18°-29' East 101.00 feet to the Northeast corner of said
Janowski land; thence North 71°-31' West 150.00 feet along the
Northerly line of said Janowski lands to the Easterly right-of-way
line of Wisconsin State Trunk Highway 31; thence North 18°-29'
East 308.55 feet along said Highway 31 right-of-way; thence South
79°-02' East 122.98 feet; thence North 00°-41' East 149.82 feet;
thence North 87°-48'-30" West 38.70 feet to said Highway 31
right-of-way; thence North 47°-27' East 71.25 feet along said
Highway 31 right-of-way to the said South line of Highway 20
right-of-way; thence South 86°-58' East 545.14 feet to the point
of beginning of this description.

Containing 9.6140 Acres.

RIDER NUMBER TWO.

Description of Property.

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:

Commence at the East 1/4 corner of said Section 13; run
thence North $86^{\circ}-58'$ West 1775.08 feet along the East and
West 1/4 line of said Section; run thence South 71.11 feet
to a point on the South line of Wisconsin State Trunk Highway
20 which is the point of beginning of this description; thence
run South 630.00 feet; thence North $86^{\circ}-58'$ West 291.40 feet;
thence North 630.00 feet to a point on the South line of said
Highway right of way; thence South $86^{\circ}-58'$ East 291.40 feet
to the point of beginning of this description.

Containing 4.2086 Acres.

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770347

821-602

May 29, 1964

770347

VOL 821 PAGE 602

EASEMENTS AND MEMORANDA
OF
COVENANTS AND OPTIONS.

Register's Office
Racine County, Wis. } ss.
Received for Record 29th day of
May, 1964 at 2:10
o'clock P.M. and recorded in Volume 821
of Racine County on page 602-607

Stanley J. P. P. P.
Register of Deeds

5.50

These are easements and memoranda of other covenants, options and restrictions respecting the use of the real estate described in the Riders attached, numbered One and Two, and respecting the use of real estate herein described, made this 29th day of May, 1964, between SPIRO J. PAPAS and CONSTANCE PAPAS, his wife, hereinafter called the Grantors, and SEARS, ROEBUCK AND CO., a New York corporation, hereinafter called the Grantee.

1. Easements.

The Grantors, for themselves, their heirs and assigns, in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration to them in hand paid by the Grantee, have given and granted and by these presents do give, grant, bargain, sell and convey to the Grantee, its successors and assigns, the following easements:

- (a) An easement for the benefit of the Grantee, its customers and invitees to enter upon and exit from the real estate described in Rider number Two attached (hereinafter called "Grantors' real estate"),

for purposes of ingress and egress to the real estate described in Rider number One attached (hereinafter called Grantee's real estate), to park vehicles on Grantors' parking lot and to use freely and without restriction the parking spaces, walkways and drive-ways which are now or may hereafter be located on Grantors' real estate, or which may at any time provide ingress and egress thereto.

(b) An easement for the benefit of the Grantee, its customers and invitees to enter upon and exit from a parcel of real estate 24 feet in width (measured north and south) immediately South of and adjoining for their entire length (measured east and west) the parcels of real estate described in Riders numbered One and Two attached and to use said 24 foot parcel freely and without restriction as a roadway and walkway for vehicular and pedestrian traffic and for purposes of ingress and egress to Grantee's real estate.

These easements are to benefit the Grantee, its successors and assigns in the use of Grantee's real estate and it is intended, and the Grantors agree, that there shall be free and unrestricted interchange of vehicular and pedestrian traffic between Grantors' real estate and Grantee's real estate.

2. Covenants.

The Grantors, for themselves, their heirs and assigns, for

the consideration stated, covenant and agree as follows:

(a) Except as otherwise specifically provided in an Easement Agreement between the Grantors and Grantee dated May 12, 1964, which agreement is hereby incorporated by reference, Grantors will not, during the term of this agreement, erect any building, structure or fence in the area described as follows:

Commencing at the Northwesterly corner of Grantors' real estate, thence Southwardly along the Westerly boundary of Grantors' real estate a distance of 275 feet; thence Eastwardly on a line parallel with the Northerly boundary of Grantors' real estate a distance of 150 feet; thence Northwardly on a line parallel with the Westerly boundary of Grantors' real estate a distance of 275 feet to the Northerly boundary of said Grantors' real estate; thence Westwardly along the Northerly boundary of Grantors' real estate a distance of 150 feet to the place of beginning.

(b) Grantors will cause to be constructed upon Grantors' real estate, buildings suitable for use by retail businesses which shall contain not less than 25,000 sq. ft. of floor space and will cause the same to be occupied by tenants or occupants who will conduct and operate retail businesses therein. The buildings as so constructed on Grantors' real estate shall be of an architectural design and appearance which shall be in harmony with the design and appearance of buildings to be constructed on Grantee's real estate.

(c) Grantors will cause to be provided upon Grantors real estate facilities for the parking of automobiles, consisting of parking stalls, access driveways and walkways and landscaped areas. Grantors will grade and pave their parking lot with an appropriate compacted and hard surface material and shall install in and upon such lot all necessary drainage, equipment and lighting fixtures. Grantors will keep said parking lot in good order and repair and reasonably free of debris, ice and snow so as to facilitate the easement rights and privileges of the Grantee as hereinbefore set forth. In the event Grantors fail to so maintain said parking lot, Grantee shall have the right to do so at Grantors' expense. The parking lot as so constructed, on Grantors' real estate shall be of an area not less than three times the area of all of the floors of the buildings on the Grantors' real estate, excluding areas used as penthouses and outside selling space.

(d) Grantors will grant to the appropriate governmental agencies and to public utility companies any and all easements as may be necessary or reasonably required for the installation of public utility lines, wires, pipes, conduits and poles, and Grantee, at its expense, may connect to any such utility lines, wires, pipes, conduits and poles located on the Grantors' real estate.

3. Options.

VOL 821 PAGE 606

By Easement Agreement between Grantors and Grantee, dated May 12, 1964, Grantors have given to the Grantee certain options with respect to the purchase of Grantors' real estate by the Grantee. The terms and conditions of said options are incorporated herein by reference and record notice is hereby given of Grantee's rights thereunder. The source of information with respect to Grantee's rights in Grantors' real estate is the office of the Grantee, 8 East Congress Parkway, Chicago, Illinois.

4. Term.

The easements herein contained and the covenants and restrictions herein contained and as contained in the May 12, 1964 Agreement, incorporated herein, shall terminate on March 15, 2007 and thereupon all of the rights and obligations of the Grantors shall expire and be of no further force or effect whatever except that the term of any easement for utility lines, wires, pipes, conduits and poles given by Grantors as herein covenanted shall be perpetual but shall be subject to relocation or lapse for non-user.

5. Benefits and Burdens.

These easements, covenants, options and restrictions are for the benefit of the Grantee, its successors and assigns in the use of Grantee's real estate and shall be binding upon the Grantors, and

their respective heirs, successors and assigns and shall be a burden upon Grantors' real estate. The covenants, options and restrictions as set forth herein are a memoranda of (for purposes of record notice) and not a substitution for nor modification of the Easement Agreement between the Grantors and Grantee dated May 12, 1964.

IN WITNESS WHEREOF, the Grantors have set their hands and seals this 29th day of May, 1964.

Signed and Sealed in the presence of:

Harley Brown
Harley Brown

Robert C. Cole
Robert C. Cole

John Dassios
John Dassios

Robert C. Cole
Robert C. Cole

Spiro J. Papas (SEAL)
Spiro J. Papas

Constance Papas (SEAL)
Constance Papas

STATE OF WISCONSIN)
COUNTY OF RACINE) SS.

Personally came before me, this 29 day of May, 1964, the above named SPIRO J. PAPAS, to me known to be the person who executed the foregoing instrument and acknowledged the same.

VOL 821 PAGE 607

-6-

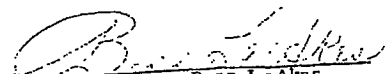
M. C. Murrack
Notary Public, Racine County, Wis.
My Commission Expires January 9, 1966



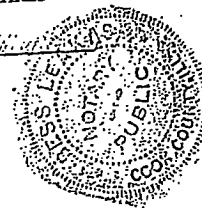
STATE OF *Illinois*
COUNTY OF *Madison*

VOL 821 PAGE 608

Personally came before me, this 10 day of May 1964
the above named CONSTANCE PAPAS, to me known to be the person
who executed the foregoing instrument and acknowledged the same.


Notary Public, Bess LeAkas

My Commission Expires: 10/1/65



RIDER NUMBER ONE.

Description of Property.

That part of the Southeast 1/4 and the Southwest 1/4 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 at a
point that is located North 86°-58' West 2066.48 feet from
the East 1/4 corner of said Section; run thence South 71.11
feet to a point on the South line of the right-of-way of Wisconsin
State Trunk Highway 20 which is the point of beginning of this
description; thence run South 630.00 feet; thence North 86°-58'
West 659.64 feet; thence North 39°-17' West 15.15 feet West
to the Southeast corner of land conveyed to Leo Janowski by Deed
recorded in Volume 751 Page 218 of the Deed Records in the
Office of Register of Deeds for Racine County; thence North
18°-29' East 101.00 feet to the Northeast corner of said Janowski
land; thence North 71°-31' West 150.00 feet along the Northerly
line of said Janowski lands to the Easterly right-of-way line of
Wisconsin State Trunk Highway 31; thence North 18°-29' East
308.55 feet along said Highway 31 right-of-way; thence South
79°-02' East 122.98 feet; thence North 00°-41' East 149.82 feet;
thence North 87°-48'-30" West 38.70 feet to said Highway 31 right-
of-way; thence North 47°-27' East 71.25 feet along said Highway
31 right-of-way to the said South line of Highway 20 right-of-way;
thence South 86°-58' East 545.14 feet to the point of beginning
of this description.

Containing 9.6140 Acres.

RIDER NUMBER TWO

Description of Property.

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:

Commence at the East 1/4 corner of said Section 13; run thence North $86^{\circ}-58'$ West 1775.08 feet along the East and West 1/4 line of said Section; run thence South 71.11 feet to a point on the South line of Wisconsin State Trunk Highway 20 which is the point of beginning of this description; thence run South 630.00 feet; thence North $86^{\circ}-58'$ West 291.40 feet; thence North 630.00 feet to a point on the South line of said Highway right of way; thence South $86^{\circ}-58'$ East 291.40 feet to the point of beginning of this description.

Containing 4.2086 Acres.

796863

COVENANT AND AGREEMENT

The undersigned owners hereby warrant that each, individually and in his own right, owns a portion of the following described land, and that their various ownerships together comprise the following described land in its entirety.

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 to provide for the safety of travel upon and entrance into and departure from the state trunk highways designated as S.T.H. 20 and S.T.H. 31, all in accordance with the provisions of Chapter Hy. 31, Wisconsin Administrative Code, the undersigned owners of the following described land in the south half of Section 13, Township 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin.

Hereby covenant and agree as follows:

Commence in the east and west one-quarter line of Section 13, Township 3 North, Range 22 East, at a point which is 482 feet South 86° 58' East of the center of said section; thence South 77.11 feet to the point of beginning of this description in the south right of way line of S.T.H. 20; thence North 86° 58' West 461.05 feet along the south right of way line of S.T.H. 20; thence South 47° 27' West 153.85 feet along the southeasterly right of way line of S.T.H. 20 and S.T.H. 31; thence South 18° 29' West 604.89 feet along the east right of way line of S.T.H. 31; thence South 86° 58' East 766.58 feet; thence North 693.78 feet to the point of beginning.

I. Driveways shall be authorized with centerlines located as follows:

A. To S.T.H. 20.

1. Approximately 174 feet easterly of the centerline of S.T.H. 31.
2. Approximately 250 feet easterly of said centerline.
3. Approximately 350 feet easterly of said centerline.
4. Approximately 450 feet easterly of said centerline.

There shall be no lateral access or approaches within 50 feet of the south right of way line of S.T.H. 20 across the property line immediately easterly of driveway A.1. Said property line being 218 feet easterly of the center line of S.T.H. 31 nor will there be any access across the property line, within 50 feet of the south right of way line of S.T.H. 20. Said property line being immediately westerly of driveway A.4. and 380 feet easterly of the center line of S.T.H. 31

B. To S.T.H. 31.

1. Approximately 218 feet southerly of the centerline of S.T.H. 20.
2. Approximately 407 feet southerly of said centerline.
3. Approximately 751 feet southerly of said centerline (the south line of this driveway is to be located on the south line of the above described land).

There shall be no lateral access or approaches to aforesaid driveway B.2. within 50 feet on the north side thereof and to aforesaid driveway B.3. within 100 feet of the easterly right of way line of S.T.H. 31.

796863

883-297

Oct. 25, 1965

- II. Wherever the provisions of this instrument prohibit lateral access and approaches within specified areas, owners shall take all necessary actions, by erecting, reinforcing, enlarging, strengthening and/or maintaining such barriers as are necessary and adequate to effectively enforce such prohibitions against themselves and all other parties.
- III. There shall be no additional access between the above described lands and S.T.H. 20 and S.T.H. 31.
- IV. By acceptance of this instrument, the State of Wisconsin (State Highway Commission) releases so much of the access restrictions contained in that certain agreement recorded in Volume 767 of Records at page 40, Document No. 746431, Racine County Registry, and that certain Warranty Deed recorded in Volume 770 of Records at page 64, Document No. 747725, Racine County Registry, as will recognize and authorize driveway I.B.3 described herein.
- V. Failure of owners to perform any of the provisions of this Covenant and Agreement shall constitute forfeiture of the owners' benefits, rights and privileges described herein; however, such failure and forfeiture shall in no way affect the benefits, rights and privileges of the State of Wisconsin (State Highway Commission) under the terms of this instrument. Upon such failure, the State of Wisconsin (State Highway Commission) may, at its sole option, take such steps as it deems necessary to enforce, preserve and protect its benefits, rights and privileges accruing under the terms of this instrument.
- VI. This Covenant and Agreement shall bind the owners, their heirs, successors, legal representatives and assigns, and shall run as a covenant with the land. Owners acknowledge full consideration from the State Highway Commission of Wisconsin.

Witnessed by:

Dated this 20th day of Sept 1965.

Arlan D. Freckling
G. A. Holman

G. P. Schoenfelder
G. P. Schoenfelder

George DeTale
Lillian M. Kolis


SEARS, ROEBUCK AND CO., CHICAGO, ILLINOIS
W. G. Skoning
Warren G. Skoning, Property Manager

J. J. Davis
John Davis

Spiro J. Papas
Spiro J. Papas

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN.)

On this 20th day of September, 1965, before me, a Notary Public within and for said County, personally appeared G. P. Schoenfelder, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

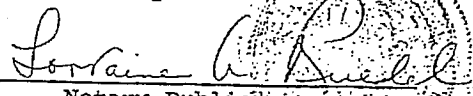

ETHEL NORRING
Notary Public, Hennepin County, Minn.
My Commission Expires, Mar. 8, 1971

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On the 20th day of September, 1965, before me came W. G. Skoning, personally known to me to be the same person who subscribed the foregoing instrument on behalf of Tenant, who being by me duly sworn, did depose and say that he resides in Kane County, Illinois; that he signed, sealed and delivered the said instrument as the free and voluntary act of Tenant for the uses and purposes therein set forth; that he is the Property Manager of SEARS, ROEBUCK AND CO., the corporation described in and which executed the above instrument as Tenant; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation, and that he signed his name thereto by like authority.

My commission expires:

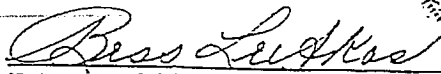
my commission expires FEB. 18, 1967


Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Personally came before me, this 23rd day of September, 1965, the above name SPIRO J. PAPAS, to me known to be the person who executed the foregoing instrument and acknowledged the same.

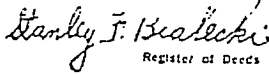
THIS INSTRUMENT WAS DRAFTED BY THE
STATE HIGHWAY COMMISSION OF WISCONSIN


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

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

Received for Record 23rd day of
September, A.D. 1965 at 2:50
o'clock P. M. and recorded in Volume 143
of 267-299 on page 299

VOL 883 PAGE 299

3rd 
Stanley J. Bialecki
Register of Deeds

RESTRICTIVE COVENANT

14-

Restrictive covenant executed December 30, 1987, by Frank P. Crivello ("Crivello") in favor of G.P. Schoenfelder ("Schoenfelder").

RECITALS

1. Crivello is the owner of that certain real property located in the Town of Mt. Pleasant, Racine County, Wisconsin, described in Exhibit A attached hereto. Crivello has an option to purchase or right of first refusal on that certain real property described in Exhibit B attached hereto.
2. Schoenfelder is the owner of that certain real property located in the Town of Mt. Pleasant, Racine County, Wisconsin, described in Exhibit C attached hereto, on which real property a restaurant is operated under the Hardee's franchise name.
3. Crivello is the assignee of that certain offer to purchase dated December 3, 1987, and accepted, as countered and amended, December 7, 1987, ("the purchase contract") in which Schoenfelder is seller of that certain real property described in Exhibit D attached hereto ("the purchase property").

In consideration of the terms of the purchase contract, in consideration of the execution and delivery by Schoenfelder to Crivello of a deed to the purchase property, and in consideration of other valuable consideration, Crivello agrees as follows:

1. Restrictive Covenant. Crivello, on behalf of himself and his heirs, legal representatives and assigns agrees and covenants with Schoenfelder, and his heirs, legal representatives and assigns, that Crivello shall not construct or operate, or permit any tenant or occupant to construct or operate, on the purchase property or the real property described in Exhibits A and B any restaurant commonly described as a fast food restaurant substantially similar in operation to franchise-type operations such as Hardee's, McDonalds, Burger King, Taco Bell, and Wendy's. This restrictive covenant shall terminate at midnight on December 31, 1997.

2. Benefits and Burdens. This restrictive covenant shall be binding upon Crivello and his successors and assigns and shall inure to the benefit of Schoenfelder and his successors and assigns. This

1247184

1896-617

Dec. 30, 1987

8963 12 30

1400 17

agreement shall be construed to create covenants running with the lands described herein.

Dated December 30, 1987.

Frank P. Crivello
by / s/ R. A. Teper atty in fact
Frank P. Crivello

AUTHENTICATION

Signature of Frank P. Crivello, *by his attorney-in-fact Robert A. Teper*
December, 1987. authenticated this 30th day of

Robert A. Teper
(Member, State Bar of Wisconsin)

This document drafted by:

James W. Hill

RETURN TO:
THOMPSON & COATES, LTD.
Box 59

1. The East 30 feet of Parcel 1 of Certified Survey Map No. 1256, recorded in the office of the Register of Deeds for Racine County, Wisconsin on August 4, 1987 in Volume 3 of Certified Survey Maps, page 658-661, as Document No. 1236708, being a division of a part of the Northwest 1/4 of the Southeast 1/4 and a part of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant and City of Racine, Racine County, Wisconsin.

2. Parcel 2 of Certified Survey Map No. 1256, recorded in the office of the Register of Deeds for Racine County, Wisconsin on August 4, 1987, in Volume 3 of Certified Survey Maps, page 658-661, as Document No. 1236708, being a division of a part of the Northwest 1/4 of the Southeast 1/4 and a part of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant and City of Racine, Racine County, Wisconsin, EXCEPTING THEREFROM the following: Commence at the Northwest corner of Parcel 1 of said Certified Survey Map; thence North $89^{\circ}10'36''$ West 30 feet along the North line of Parcel 2; thence South $2^{\circ}07'30''$ East parallel with the West line of Parcel 1, 145 feet; thence South $89^{\circ}10'36''$ East 30 feet to the Southwest corner of Parcel 1; thence North $2^{\circ}07'30''$ West 145 feet along the West line of Parcel 2 to the point of beginning.

51- 008 - 03 - 22 - 13 - 154 - 005

13132-95

13132-102

EXHIBIT "B"

1. The West 194.04 feet of Parcel 1 of Certified Survey Map No. 1256, recorded in the office of the Register of Deeds for Racine County, Wisconsin on August 4, 1987 in Volume 3 of Certified Survey Maps, page 658-661, as Document No. 1236708, being a division of a part of the Northwest 1/4 of the Southeast 1/4 and a part of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant and City of Racine, Racine County, Wisconsin.

2. Part of Parcel 2 of Certified Survey Map No. 1256, recorded in the office of the Register of Deeds for Racine County, Wisconsin on August 4, 1987, in Volume 3 of Certified Survey Maps, page 658-661, as Document No. 1236708, being a division of a part of the Northwest 1/4 of the Southeast 1/4 and a part of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant and City of Racine, Racine County, Wisconsin, described as follows: Commence at the Northwest corner of Parcel 1 of said Certified Survey Map; thence North 89°10'36" West 30 feet along the North line of Parcel 2; thence South 2°07'30" East parallel with the West line of Parcel 1, 145 feet; thence South 89°10'36" East 30 feet to the Southwest corner of Parcel 1; thence North 2°07'30" West 145 feet along the West line of Parcel 2 to the point of beginning.

51-008-03-22-13-154-001

13132-114

That part of the South East One-quarter (1/4) and the South West One-quarter (1/4) of Section Thirteen (13), Township Three (3) North, Range Twenty-three (23) East, described as follows: Commence on the East and West 1/4 line of said Section at a point that is located North 86° 58' West 2,611.62 feet from the East 1/4 corner of said Section; thence South 77.11 feet to the intersection of the South line of Wisconsin State Trunk Highway 20 and the Easterly right-of-way line of the Green Bay Road; thence South 47° 27' West 153.85 feet along the Easterly right-of-way line of the Green Bay Road; thence South 18° 29' West 68.56 feet along said Easterly right-of-way line to the point of beginning of this description; thence run South 86° 58' East 125.54 feet; thence South 03° 02' West 150.00 feet; thence North 86° 58' West 167.00 feet to the Easterly right-of-way line of the Green Bay Road; thence North 18° 29' East 155.62 feet along said Easterly right-of-way line to the point of beginning of this description. Said land being in the Town of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Code: 51-008-03-22-13-158-000

EXHIBIT C

EXHIBIT "D"

All that part of the Southeast 1/4 of Section 13, Town 3 North, Range 22 East in the Town of Mount Pleasant, Racine County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said Southeast 1/4; thence N 89°10'36" W along the North line of said Southeast 1/4, 2150.57 feet; thence S 2°07'30" E, 419.46 feet to the place of beginning of the lands to be described; thence continuing S 2°07'30" E, 327.40 feet; thence N 89°10'36" W and parallel to said North line, 157.34 feet; thence N 0°49'24" E 74.14 feet; thence N 89°10'36" W, 0.50 feet to a point on the centerline of an existing party wall; thence N 0°49'24" E, along the centerline of said party wall, 145.18 feet; thence S 89°10'36" E, 0.50 feet; thence N 0°49'24" E, 10.07 feet; thence N 89°10'36" W, 4.59 feet; thence N 0°49'24" E, 62.05 feet; thence N 89°10'36" W, 2.44 feet; thence N 0°49'24" E, 35.53 feet; thence S 89°10'36" E, 147.53 feet to the place of beginning.

Tax Parcel No. 51-008-03-22-13-171-000

Register's Office
Racine County, Wis. } SS
Received for Record 30th day of
December A.D. 1987 at 3:01
o'clock P. M. and recorded in Volume 1896
of Records on page 622

VCL 1896 PAGE 622

Helen M. Schutt
Register of Deeds

ASSIGNMENT OF RIGHTS UNDER RESTRICTIVE COVENANT

Assignment executed by G.P. Schoenfelder ("Schoenfelder") in favor of Donald A. Gordon, Jr., Roger H. Hoff, and David Witcraft ("Purchasers").

Recitals

1. Schoenfelder is the owner of that certain real property located in the Town of Mt. Pleasant, Racine County, Wisconsin, described in Exhibit A attached hereto, on which real property a restaurant is operated under the Hardee's franchise name ("Restaurant Property").

2. Purchasers have agreed to purchase the Restaurant Property from Schoenfelder and Schoenfelder has agreed to assign to Purchasers all of Schoenfelder's remaining rights in the following described Restrictive Covenant.

3. On December 30, 1987, Frank P. Crivello executed and delivered to Schoenfelder a certain Restrictive Covenant benefiting the Restaurant Property, which Restrictive Covenant was recorded in the office of the Racine County Register of Deeds on December 30, 1987, in Volume 1896 of Records, pages 617-622, as Document #1247184.

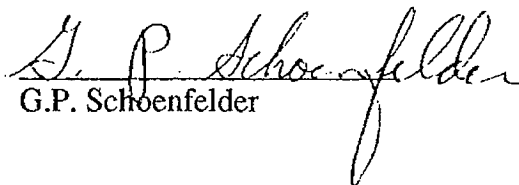
4. On April 20, 1988, Schoenfelder executed and delivered to Roger H. Hoff and Gordon Enterprises, Inc., tenant of the Restaurant Property, a certain agreement with respect to the above described Restrictive Covenant, which agreement was recorded in the office of the Racine County Register of Deeds on May 10, 1988, in Volume 1912 of Records, pages 366-377, as Document #1255871.

In consideration of the purchase by Purchasers from Schoenfelder of the Restaurant Property described in the Exhibit A, it is agreed as follows:

1. Assignment of Restrictive Covenant. Schoenfelder irrevocably assigns to Purchasers all remaining rights which Schoenfelder may have in that certain Restrictive Covenant dated December 30, 1987, executed by Frank P. Crivello in favor of Schoenfelder and recorded in the office of the Racine County Register of Deeds on December 30, 1987, in Volume 1896 of Records, pages 617-622, as Document #1247184.

2. Parties Bound. This assignment shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

Dated April 13, 1992.


G.P. Schoenfelder

1372701

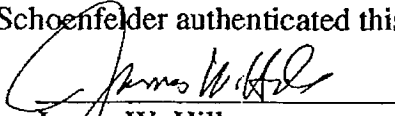
2144-400

April 20, 1992

9183 64 20 1400 1

AUTHENTICATION

Signature of G.P. Schoenfelder authenticated this 13th day of April, 1992.


James W. Hill
Member, State Bar of Wisconsin

This document drafted by:

James W. Hill

After recording return to:

Attorney Timothy P. Crawford

VOL 2144 PAGE 401

Tax Parcel No. 51-008-03-22-13-158-000

REGISTER'S OFFICE
RACINE COUNTY, WI) SS
RECORDED _____

VOL 2144 PAGE 400-402

Sh. W. Johnson REGISTER
OF DEEDS

14073

VOL 2144 PAGE 402

AGREEMENT WITH RESPECT TO RESTRICTIVE COVENANT

THIS AGREEMENT is entered into on April 20, 1988
by and between G. P. Schoenfelder ("Schoenfelder") and Roger H.
Hoff ("Hoff").

RECITALS

1. Frank P. Crivello and Schoenfelder have entered into the attached Restrictive Covenant which relates to the attached Certified Survey May No. 1256.

2. Roger H. Hoff is an owner of Gordon Enterprises, Inc. which is a tenant of Schoenfelder for the Hardees' Fast Food Restaurant located on Exhibit C which is referred to in the attached Restrictive Covenant.

3. It is the intention of the parties hereto that so long as Roger H. Hoff is associated with Gordon Enterprises, Inc. as the operator of the Hardees' Fast Food Restaurant at the site located at Exhibit C that said Restrictive Covenant shall be for the benefit of Roger H. Hoff and Gordon Enterprises, Inc. and shall not be changed or modified without the consent of Roger H. Hoff.

FOR VALUE RECEIVED, the receipt of which is hereby acknowledged by Schoenfelder, it is agreed as follows:

1. That the benefit of the attached Restrictive Covenant shall flow to Roger H. Hoff and Gordon Enterprises, Inc. and said benefit is assigned, on a non-exclusive basis, by Schoenfelder to Roger H. Hoff and Gordon Enterprises, Inc. so long as Roger H. Hoff and/or Gordon Enterprises, Inc. operates a fast food restaurant at said location. Said Restrictive Covenant shall not be changed or modified without the consent of Roger H. Hoff.

Register's Office
Racine County, Wis. } SS

Received for Record 10th day of
May A.D. 1988 at 3:37
o'clock P. M. and recorded in Volume 1912
of Records on page 366-377

Heinrich Schuttens
Register of Deeds

R. H. Hoff
Roger H. Hoff

G. P. Schoenfelder
G. P. Schoenfelder

1255871

1912-366

May 10, 1988

26-

Thompson & Coates

STATE OF WISCONSIN)
COUNTY OF RACINE) SS.

Personally came before me on April 20, 1988, the above named Roger H. Hoff, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Linda J. Poikonen

* Linda J. Poikonen
Notary Public, Racine County, WI

My commission expires 12-88-88

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

STATE OF ARIZONA)
COUNTY OF MARICOPA) SS.

Personally came before me on April 28, 1988, the above named G. P. Schoenfelder, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Kathryn E. Johnson

* KATHRYN E. JOHNSON
Notary Public, Maricopa County, AZ

My commission Nov. 14, 1988

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

THIS DOCUMENT DRAFTED BY:
ROGER H. HOFF
16gor-a

RESTRICTIVE COVENANT

Restrictive covenant executed December 30, 1987, by Frank P. Crivello ("Crivello") in favor of G.P. Schoenfelder. ("Schoenfelder").

RECITALS

1. Crivello is the owner of that certain real property located in the Town of Mt. Pleasant, Racine County, Wisconsin, described in Exhibit A attached hereto. Crivello has an option to purchase or right of first refusal on that certain real property described in Exhibit B attached hereto.
2. Schoenfelder is the owner of that certain real property located in the Town of Mt. Pleasant, Racine County, Wisconsin, described in Exhibit C attached hereto, on which real property a restaurant is operated under the Hardee's franchise name.
3. Crivello is the assignee of that certain offer to purchase dated December 3, 1987, and accepted, as countered and amended, December 7, 1987, ("the purchase contract") in which Schoenfelder is seller of that certain real property described in Exhibit D attached hereto ("the purchase property").

In consideration of the terms of the purchase contract, in consideration of the execution and delivery by Schoenfelder to Crivello of a deed to the purchase property, and in consideration of other valuable consideration, Crivello agrees as follows:

1. Restrictive Covenant. Crivello, on behalf of himself and his heirs, legal representatives and assigns agrees and covenants with Schoenfelder, and his heirs, legal representatives and assigns, that Crivello shall not construct or operate, or permit any tenant or occupant to construct or operate, on the purchase property or the real property described in Exhibits A and B any restaurant commonly described as a fast food restaurant substantially similar in operation to franchise-type operations such as Hardee's, McDonalds, Burger King, Taco Bell, and Wendy's. This restrictive covenant shall terminate at midnight on December 31, 1997.

2. Benefits and Burdens. This restrictive covenant shall be binding upon Crivello and his successors and assigns and shall inure to the benefit of Schoenfelder and his successors and assigns. This

agreement shall be construed to create covenants running with the lands described herein.

Dated December 30, 1987.

Frank P. Crivello
by Robert A. Teper atty in fact
Frank P. Crivello

AUTHENTICATION

Signature of Frank P. Crivello, *by his attorney-in-fact Robert A. Teper* authenticated this 30th day of December, 1987.

Robert A. Teper
(Member, State Bar of Wisconsin)

This document drafted by:

James W. Hill

RETURN TO:
THOMPSON & COATES, LTD.
Box 59

1. The East 30 feet of Parcel 1 of Certified Survey Map No. 1256, recorded in the office of the Register of Deeds for Racine County, Wisconsin on August 4, 1987 in Volume 3 of Certified Survey Maps, page 658-661, as Document No. 1236708, being a division of a part of the Northwest 1/4 of the Southeast 1/4 and a part of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant and City of Racine, Racine County, Wisconsin.

2. Parcel 2 of Certified Survey Map No. 1256, recorded in the office of the Register of Deeds for Racine County, Wisconsin on August 4, 1987 in Volume 3 of Certified Survey Maps, page 658-661, as Document No. 1236708, being a division of a part of the Northwest 1/4 of the Southeast 1/4 and a part of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant and City of Racine, Racine County, Wisconsin, EXCEPTING THEREFROM the following: Commence at the Northwest corner of Parcel 1 of said Certified Survey Map; thence North $89^{\circ}10'36''$ West 30 feet along the North line of Parcel 2; thence South $2^{\circ}07'30''$ East parallel with the West line of Parcel 1, 145 feet; thence South $89^{\circ}10'36''$ East 30 feet to the Southwest corner of Parcel 1; thence North $2^{\circ}07'30''$ West 145 feet along the West line of Parcel 2 to the point of beginning.

T.S. # 13132-095-
13132-102

008-03-22-13-154-005

EXHIBIT "B"

1. The West 194.04 feet of Parcel 1 of Certified Survey Map No. 1256, recorded in the office of the Register of Deeds for Racine County, Wisconsin on August 4, 1987 In Volume 3 of Certified Survey Maps, page 658-661, as Document No. 1236708, being a division of a part of the Northwest 1/4 of the Southeast 1/4 and a part of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant and City of Racine, Racine County, Wisconsin.
2. Part of Parcel 2 of Certified Survey Map No. 1256, recorded in the office of the Register of Deeds for Racine County, Wisconsin on August 4, 1987 In Volume 3 of Certified Survey Maps, page 658-661, as Document No. 1236708, being a division of a part of the Northwest 1/4 of the Southeast 1/4 and a part of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant and City of Racine, Racine County, Wisconsin, described as follows: Commence at the Northwest corner of Parcel 1 of said Certified Survey Map; thence North 89°10'36" West 30 feet along the North line of Parcel 2; thence South 2°07'30" East parallel with the West line of Parcel 1, 145 feet; thence South 89°10'36" East 30 feet to the Southwest corner of Parcel 1; thence North 2°07'30" West 145 feet along the West line of Parcel 2 to the point of beginning.

T.S. # 13132-114
008-03-22¹³154-001

That part of the South East One-quarter (1/4) and the South West One-quarter (1/4) of Section Thirteen (13), Township Three (3) North, Range Twenty-three (23) East, described as follows: Commence on the East and West 1/4 line of said Section at a point that is located North 86° 58' West 2,611.62 feet from the East 1/4 corner of said Section; thence South 77.11 feet to the intersection of the South line of Wisconsin State Trunk Highway 20 and the Easterly right-of-way line of the Green Bay Road; thence South 47° 27' West 153.85 feet along the Easterly right-of-way line of the Green Bay Road; thence South 18° 29' West 68.56 feet along said Easterly right-of-way line to the point of beginning of this description; thence run South 86° 58' East 125.54 feet; thence South 03° 02' West 150.00 feet; thence North 86° 58' West 167.00 feet to the Easterly right-of-way line of the Green Bay Road; thence North 18° 29' East 155.62 feet along said Easterly right-of-way line to the point of beginning of this description. Said land being in the Town of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Code: 51-008-03-22-13-158-000

EXHIBIT C

VOL 1912 PAGE 372

EXHIBIT "D"

All that part of the Southeast 1/4 of Section 13, Town 3 North, Range 22 East in the Town of Mount Pleasant, Racine County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said Southeast 1/4; thence N 89°10'36" W along the North line of said Southeast 1/4, 2150.57 feet; thence S 2°07'30" E, 419.46 feet to the place of beginning of the lands to be described; thence continuing S 2°07'30" E, 327.40 feet; thence N 89°10'36" W and parallel to said North line, 157.34 feet; thence N 0°49'24" E 74.14 feet; thence N 89°10'36" W, 0.50 feet to a point on the centerline of an existing party wall; thence N 0°49'24" E, along the centerline of said party wall, 145.18 feet; thence S 89°10'36" E, 0.50 feet; thence N 0°49'24" E, 10.07 feet; thence N 89°10'36" W, 4.59 feet; thence N 0°49'24" E, 62.05 feet; thence N 89°10'36" W, 2.44 feet; thence N 0°49'24" E, 35.53 feet; thence S 89°10'36" E, 147.53 feet to the place of beginning.

Tax Parcel No. 51-008-03-22-13-171-000

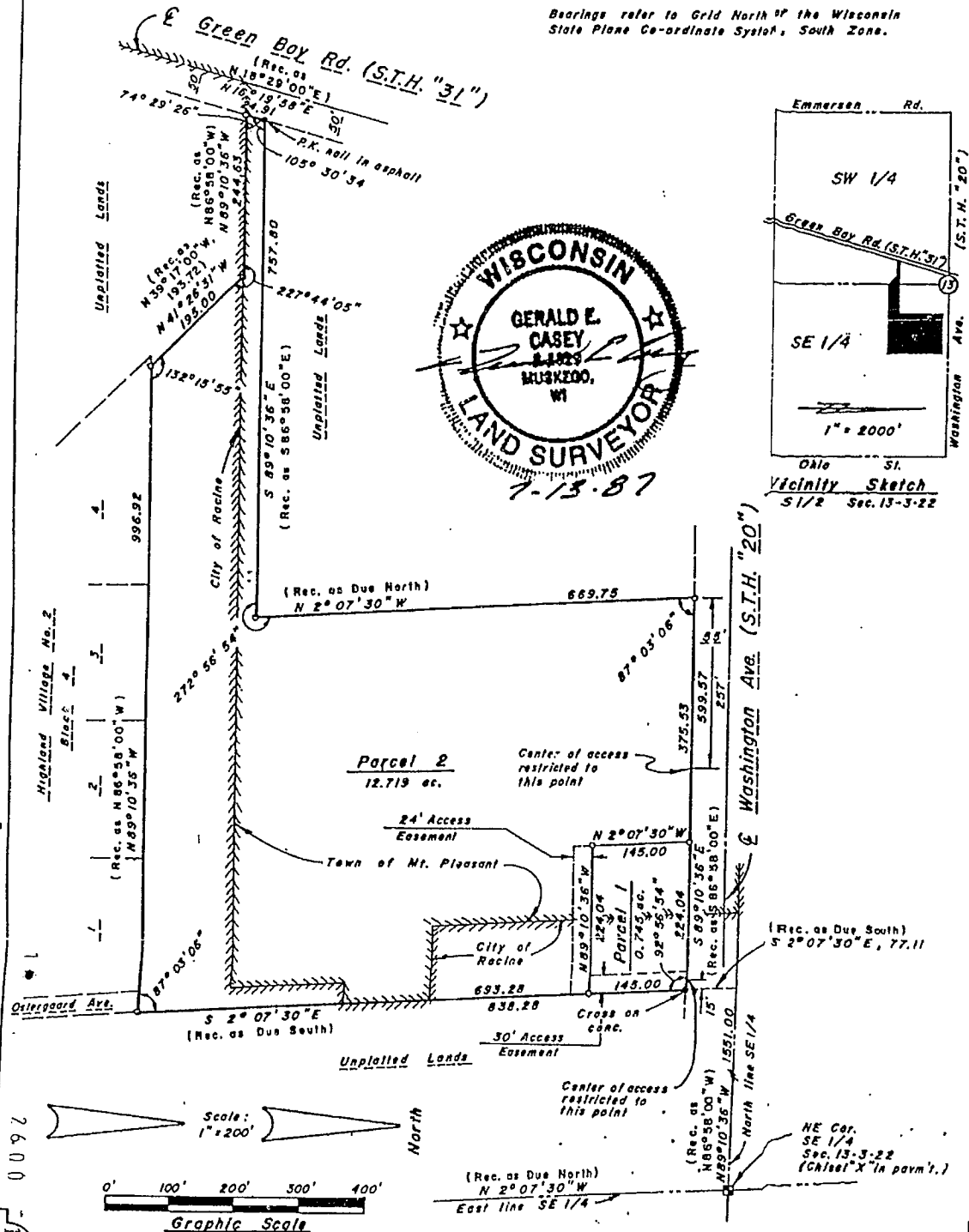
CERTIFIED SURVEY MAP NO. 1256

Being a division of a part of the NW 1/4 of the SE 1/4 and a part of the NE 1/4 of the SW 1/4 of Section 13, T 3 N, R 22 E, in the Town of Mt. Pleasant and the City of Racine, Racine County, Wisconsin.

Note:

o Denotes 1" x 24" iron pipe, 1.1 lbs. per lin. ft.
All other lot corners monumented as indicated.

Bearings refer to Grid North of the Wisconsin
State Plane Co-ordinate System, South Zone.



being a division of a part of the NW 1/4 of the SE 1/4 and part of the NE 1/4 of the SW 1/4 of Section 13, T 3 N, R 22 E, in the Town of Mt. Pleasant and the City of Racine, Racine County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN) SS
RACINE COUNTY)

I, Gerald E. Casey, a registered land surveyor, do hereby certify that I have surveyed, divided and mapped a part of the NW 1/4 of the SE 1/4 and a part of the NE 1/4 of the SW 1/4 of Section 13, T 3 N, R 22 E, in the Town of Mt. Pleasant and the City of Racine, Racine County, Wisconsin, which is bounded and described as follows: Commencing at the East 1/4 corner of said Section 13; thence North 89° 10' 36" West along the East-West 1/4 line of said Section 13, 1551.00 feet; thence South 2° 07' 30" East, 77.11 feet to a point on the South line of Washington Avenue (S.T.H. "20"), said point being the place of beginning of the lands to be described; thence continuing South 2° 07' 30" East, 838.28 feet to a point on the North line in Highland Village No. 2, a recorded subdivision; thence North 89° 10' 36" West along said North line and parallel to said East-West 1/4 line, 996.92 feet; thence North 41° 26' 31" West, 195.00 feet; thence North 89° 10' 36" West and parallel to said East-West 1/4 Section line, 244.63 feet to a point on the East line of Green Bay Road, (S.T.H. "31"); thence North 16° 19' 58" East along said East line, 24.91 feet; thence South 89° 10' 36" East and parallel to said East-West 1/4 Section line, 757.80 feet; thence North 2° 07' 30" West, 669.75 feet to a point on the South line of said Washington Avenue; thence South 89° 10' 36" East along said South line and parallel to said East-West 1/4 Section line, 599.57 feet to the place of beginning. Said lands containing 13.464 acres more or less.

That I have made this survey, land division and map by the direction of Constance Papas Bacaintan and John Dassios, as Trustees of the Trust created under the Last Will and Testament of Spiro J. Papas, Deceased, owner of said land.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Subdivision regulations of the Town of Mt. Pleasant in surveying, dividing and mapping the same.

7-13-87
Date

Gerald E. Casey
Gerald E. Casey
Registered Land Surveyor S-1329



CERTIFIED SURVEY MAP NO. 1256

being a division of a part of the NW 1/4 of the SE 1/4 and a part of the NE 1/4 of the SW 1/4 of Section 13, T 3 N, R 22 E, in the Town of Mt. Pleasant and the City of Racine, Racine County, Wisconsin.

TOWN OF MT. PLEASANT APPROVAL

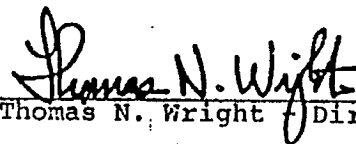
Approved as a Certified Survey Map this 4th day of August, 1987.



Town Clerk
Racine County
Town of Mt. Pleasant

CITY OF RACINE APPROVAL

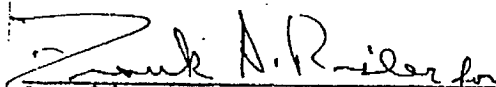
This Certified Survey Map is hereby approved by the City of Racine Planning Commission on this 29th day of July, 1987.



Thomas N. Wright Director

RACINE COUNTY APPROVAL

This Certified Survey Map is hereby approved by the Racine County Planning and Development Committee on this 20th day of July, 1987.



Arnold L. Clement, Director
County Planning and Development
Committee



7-13-87

being a division of a part of the NW 1/4 of the SE 1/4 and part of the NE 1/4 of the SW 1/4 of Section 13, T 3 N, R 22 E, in the Town of Mt. Pleasant and the City of Racine, Racine County, Wisconsin.

OWNER'S CERTIFICATE OF DEDICATION

As Trustees of the Trust created under the Last Will and Testament of Spiro J. Papas, Deceased, we hereby certify that we have caused the land described above to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the requirements of the Town of Mt. Pleasant, the City of Racine and Chapter 236 of the Wisconsin Statutes.

WITNESS the hands and seals of said Trustees this 29th day of July, 19 87.

IN THE PRESENCE OF:

Constance Papas Bacaintan
Constance Papas Bacaintan

John Dassios
John Dassios

Address of Papas Trust
230 N. Michigan
Chicago, Illinois 60601

STATE OF ILLINOIS :)
COOK COUNTY :) SS

PERSONALLY came before me this 29th day of July, 19 87, the above named Constance Papas Bacaintan and John Dassios, Trustees of the Trust created under the Last Will and Testament of Spiro J. Papas, Deceased, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

H. Reed Harris
Notary Public, H. Reed Harris
State of Illinois.

My Commission Expires December 4, 1989

This instrument was drafted by Gerald E. Casey



Register's Office
Racine County, Wis. } SS

Received for Record 4th day of August, A.D. 19 87 at 12:03 o'clock P. M. and recorded in Volume 3 of CSM on page 658-661

William Schuttler
Register of Deeds

Sheet 4 of 4

SIGN EASEMENT AGREEMENT

Document Number

Document #: **2395408**

Date: 12-02-2014 Time: 02:24:00 PM Pages: 11

Fee: \$30.00 County: RACINE State: WI

Requesting Party: Foley & Lardner LLP

Register of Deeds: TYSON FETTES

RACINE COUNTY REGISTER OF DEEDS

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

Recording Area

Name and Return Address

Foley & Lardner LLP

Attn: Joseph S. Rupkey

777 East Wisconsin Avenue

Milwaukee, WI 53202-5306

151-03-22-13-170-000 and 151-03-22-13-158-000

Parcel Identification Number (PIN)

SIGN EASEMENT AGREEMENT

THIS SIGN EASEMENT AGREEMENT (this "Agreement") is made and effective as of the 14th day of November, 2014, by and between B. & K. ENTERPRISES, INC., a Wisconsin corporation ("B & K"), and ROGER H. HOFF AND DAVID WITCRAFT, as tenants in common (together, "Racine Partners").

WITNESSETH:

WHEREAS, B & K is the owner of certain real property located in the Village of Mt. Pleasant, Racine County, Wisconsin, as more particularly described on EXHIBIT A attached hereto and made a part hereof (the "B & K Parcel"), and as depicted on the site plan attached hereto and made a part hereof as EXHIBIT C (the "Site Plan");

WHEREAS, Racine Partners is the owner of certain real property located in the Village of Mt. Pleasant, Racine County, Wisconsin contiguous to the B & K Parcel, as more particularly described on EXHIBIT B attached hereto and made a part hereof (the "Racine Partners Parcel"), and as depicted on the Site Plan; and

WHEREAS, Racine Partners currently maintains a pylon sign (the "Existing Pylon Sign") on a portion of the B & K Parcel in the location identified as "Existing Pylon Sign" on the Site Plan, and B & K desires that the Existing Pylon Sign be removed from the B & K Parcel; and

WHEREAS, in lieu of the Existing Pylon Sign, B & K desires to grant to Racine Partners, and Racine Partners desires to obtain from B & K, an easement for the right and privilege to place and maintain on the Monument Sign (as hereinafter defined) sign panels identifying the occupant of the Racine Partners Parcel, all as more particularly set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Construction of Monument Sign; Easement. B & K shall construct, or cause to be constructed, a monument sign in conformance with the specifications attached hereto and made a part hereof as EXHIBIT D (the "Monument Sign"), on that portion of the B & K Parcel identified as "New Monument Sign" on the Site Plan. B & K hereby grants and conveys to Racine Partners, for its use and for the use of any occupant of the Racine Partners Parcel designated in writing by Racine Partners or its assignees, a perpetual, non-exclusive easement over, upon and across the B & K Parcel for the placement, replacement, operation, maintenance and repair of sign panels on the Monument Sign in the locations designated to Racine Partners on EXHIBIT D. Racine Partners shall reimburse B & K, within twenty (20) days following construction of the Monument Sign and receipt of an invoice therefor, for Racine Partners' Proportionate Share of all costs and expenses incurred by B & K in connection with the construction of the Monument Sign. As used in this Agreement, "Racine Partners' Proportionate Share" is equal to twenty-five percent (25%). Notwithstanding anything in this Agreement to the contrary, Racine Partners shall, at no cost or expense to B & K, install and maintain on the Monument Sign sign panels identifying the occupant of the Racine Partners Parcel in a safe and good state of repair and in compliance with all applicable laws, as well as repair and restore any damage to the surface of the B & K Parcel or any improvements thereon incurred in connection therewith.

2. **Removal of Existing Pylon Sign.** Following substantial completion of the Monument Sign, B & K shall have the right to remove the Existing Pylon Sign from the B & K Parcel. Racine Partners shall reimburse B & K, within twenty (20) days following such removal and receipt of an invoice therefor, for fifty percent (50%) of all costs and expenses incurred by B & K in connection with the removal and disposal of the Existing Pylon Sign.

3. **Maintenance and Repair.** Upon the completion of the initial construction of the Monument Sign, B & K shall operate, maintain and repair the Monument Sign in a safe and good state of repair and in compliance with all applicable laws. Racine Partners shall, within thirty (30) days following receipt of an invoice therefor, be responsible for Racine Partners' Proportionate Share of the costs to operate, maintain, insure, repair, replace and reconstruct the Monument Sign. Notwithstanding the foregoing, Racine Partners shall, at no cost or expense to B & K, maintain any sign panels on the Monument Sign identifying the occupant of the Racine Partners Parcel in a safe and good state of repair and in compliance with all applicable laws.

4. **Sign Panel Approval.** B & K shall have the right to approve the design and size of all panel inserts on the Monument Sign; provided, however, Racine Partners shall have the unqualified right to use in the space allocated to it on the Monument Sign the standard prototype identification, as the same exists from time to time, of Hardee's or any other national or regional occupant of the Racine Partners Parcel that operates more than twenty (20) locations.

5. **Interest.** Any time a party hereto shall not pay any sum payable hereunder to another within five (5) days of the due date, such delinquent party shall pay interest on such amount from the due date to and including the date such payment is received by the party entitled thereto, at the lesser of (i) twelve percent (12%) per annum or (ii) the highest rate permitted by law to be paid on such type of obligation.

6. **Indemnity.** B & K and Racine Partners shall indemnify, defend and hold each other harmless from and against all injuries, damages, claims and losses to or of any person or property related to or arising from the use of the Monument Sign by the indemnifying party and its employees, contractors, agents and designated occupants, except to the extent such injuries, damages, claims or losses are caused by the negligent or willful misconduct of the indemnified parties or their respective employees, contractors, agents or designated occupants.

7. **Real Property Taxes.** Racine Partners shall not, by reason of this Agreement, be obligated to pay any real estate taxes or special assessments levied against the B & K Parcel.

8. **Miscellaneous.**

(a) **Covenants Running with the Land.** This Agreement and all of the terms and conditions hereof shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns, and shall be "covenants running with the land". Either party shall have the right to convey, in whole or in part, its right, title and interest in and to the B & K Parcel or the Racine Parcel, as applicable, and upon such conveyance the conveying party shall be released from any obligations hereunder thereafter accruing, and the other party agrees to look solely to the successor in interest of the conveying party for the performance of such obligations.

(b) **Enforcement.** Any party hereto may enforce this Agreement by appropriate action at law or in equity, and the prevailing party in such action shall be entitled to recover as part of its costs, reasonable attorneys' fees and court costs.

(c) **Waiver.** No waiver of, acquiescence in, or consent to any breach or default of any term or condition hereof shall constitute or be construed as a waiver of, acquiescence in, or consent to any other, further or succeeding breach or default of the same or any other term or condition.

(d) **Severability.** If any term or condition of this Agreement shall, in any case, be invalid or unenforceable under applicable law, then the same and all other terms and conditions of this Agreement shall, in all other cases, not be affected thereby, and all such terms and conditions shall be valid and enforceable to the fullest extent permitted by applicable law.

(e) **Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

(f) **Notices.** Notices herein required shall be in writing and shall be served upon the parties, either personally, mailed by certified or registered mail, return receipt requested, or sent via Federal Express or another nationally recognized overnight courier service:

B & K:

B. & K. Enterprises, Inc.
Attn: Daniel Bader
924 East Juneau Avenue
Suite 622
Milwaukee, Wisconsin 53202

Racine Partners:

c/o David Witcraft
Metes & Bounds Management Co.
6640 Lyndale Avenue South, #100
Richfield, Minnesota 55423

A party's address may be changed from time to time by such party giving notice as provided above to the other parties noted above.

(g) **Not a Public Dedication; No Third-Party Beneficiary** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the B & K Parcel to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no rights or privileges of any party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained herein.

(h) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[signature pages follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the day and year first above written.

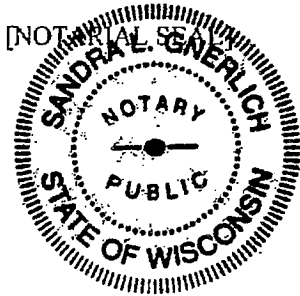
B. & K. ENTERPRISES, INC.,
a Wisconsin corporation

By: _____

Daniel Bader, President


STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

This instrument was acknowledged before me on November 14, 2014, by Daniel Bader, as President of B. & K. Enterprises, Inc., a Wisconsin corporation.



Sandra L. Gnerlich
Name Printed: Sandra L. Gnerlich
Notary Public, County of Milwaukee
My commission expires: 8/23/2015

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the day and year first above written.

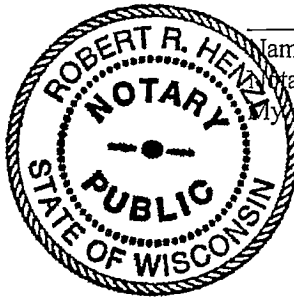


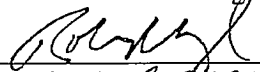
Roger H. Hoff

STATE OF WISCONSIN)
) SS.
COUNTY OF RACINE)

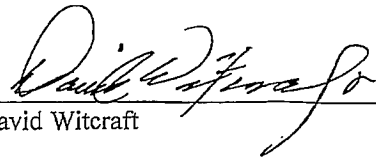
This instrument was acknowledged before me on November 11, 2014, by Roger H. Hoff, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[NOTARIAL SEAL]




Name Printed: ROBERT R. HENZEL
Notary Public, County of RACINE
My commission expires: permanent

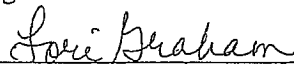
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the day and year first above written.


David Witcraft

STATE OF Minnesota)
COUNTY OF Hennepin) SS.

This instrument was acknowledged before me on November 10, 2014, by David Witcraft, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[NOTARIAL SEAL]


Name Printed: Lori Graham
Notary Public, County of Hennepin
My commission expires: Jan. 31, 2020



This instrument was drafted by, and, after recording, should be returned to Joseph S. Rupkey of Foley & Lardner LLP, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202-5306.

EXHIBIT A

Legal Description of the B & K Parcel

PARCEL A:

Part of the Southeast 1/4 and the Southwest 1/4 of Section 13, Town 3 North, Range 22 East, in the Village of Mt. Pleasant, County of Racine, State of Wisconsin, described as follows:
Commencing on the East and West 1/4 line of said Section at a point located North 86° 58' West 2150.57 feet from the East 1/4 corner of said Section; running thence South 77.11 feet to the point of beginning of this description; thence running South 693.78 feet; thence North 86° 58' West 766.58 feet to the Easterly right of way line of Wisconsin State Trunk Highway 31; thence North 18° 29' East 380.75 feet along said Easterly right of way line; thence South 86° 58' East 167.00 feet; thence North 03° 02' East 150.00 feet; thence North 86° 58' West 125.54 feet to the said Easterly right of way line; thence North 18° 29' East 68.56 feet along said Easterly right of way line; thence North 47° 27' East 153.85 feet along said Easterly right of way line to the Southerly right of way line of Wisconsin State Trunk Highway 20; thence South 86° 58' East 103.55 feet; thence South 03° 02' West 145.00 feet; thence South 86° 58' East 161.00 feet; thence North 03° 02' East 145.00 feet to the said Southerly right of way; thence South 86° 58' East 196.50 feet along said Southerly right of way line to the point of beginning of this description.

EXCEPTING THEREFROM the Southerly 24.0 feet of the above-described parcel; and EXCEPTING THEREFROM the parcel described as follows:

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

Commencing on the East and West 1/4 line of said Section 13 at a point that is located North 86° 58' West 2150.57 feet from the East 1/4 corner of said Section; thence running South 746.86 feet to the point of beginning of this description; thence North 86° 58' West 164.85 feet; thence North 03° 02' East 326.94 feet; thence South 86° 58' East 147.53 feet; thence South 327.40 feet to the point of beginning of this description.

EXCEPTING THEREFROM those lands conveyed to the State of Wisconsin in Deed recorded as Document No. 1787154.

PARCEL B:

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

Commencing at the East and West 1/4 line of said Section 13 at a point that is located North 86° 58' West 2150.57 feet from the East 1/4 corner of said Section; running thence South 746.86 feet to the point of beginning of this description; thence North 86° 58' West 164.85 feet; thence North 03° 02' East 326.94 feet; thence South 86° 58' East 147.53 feet; thence South 327.40 feet to the point of beginning of this description.

EXCEPTING THEREFROM the following:

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

Commencing at the Northeast corner of said Southeast 1/4; thence North 89° 10' 36" West along the North line of said Southeast 1/4, 2150.57 feet; thence South 2° 07' 30" East 419.46 feet to the place of beginning of the lands to be described; thence continuing South 2° 07' 30" East, 327.40 feet; thence North 89° 10' 36" West and parallel to said North line, 157.34 feet; thence North 0° 49' 24" East 74.14 feet; thence North 89° 10' 36" West 0.50 feet to a point on the center line of an existing party wall; thence North 0° 49' 24" East along the center line of said party wall, 45.18 feet; thence South 89° 10' 36" East, 0.50 feet; thence North 0° 49' 24" East, 10.07 feet; thence North 89° 10' 36" West, 4.59 feet; thence North 0° 49' 24" East, 62.05 feet; thence North 89° 10' 36" West, 2.44 feet; thence North 0° 49' 24" East, 35.53 feet; thence South 89° 10' 36" East, 147.53 feet to the place of beginning.

EXHIBIT B

Legal Description of the Racine Partners Parcel

That part of the Southeast $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of Section 13, Township 3 North, Range 22 East, described as follows:

Commence on the East and West $\frac{1}{4}$ line of said Section at a point that is located North $86^{\circ} 58'$ West 2611.62 feet from the East $\frac{1}{4}$ corner of said Section; thence South 77.11 feet to the intersection of the South line of Wisconsin State Trunk Highway #20 and the Easterly right-of-way line of the Green Bay Road; thence South $47^{\circ} 27'$ West 153.85 feet along the Easterly right-of-way line of the Green Bay Road; thence South $18^{\circ} 29'$ West 68.56 feet along said Easterly right-of-way line to the point of beginning of this description; thence run South $86^{\circ} 58'$ East 125.54 feet; thence South $03^{\circ} 02'$ West 150.00 feet; thence North $86^{\circ} 58'$ West 167.00 feet to the Easterly right-of-way line of Green Bay Road; thence North $18^{\circ} 29'$ East 155.62 feet along said Easterly right-of-way line to the point of beginning of this description. Said land being in the Village of Mt. Pleasant, County of Racine and State of Wisconsin.

Site Plan

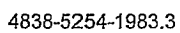
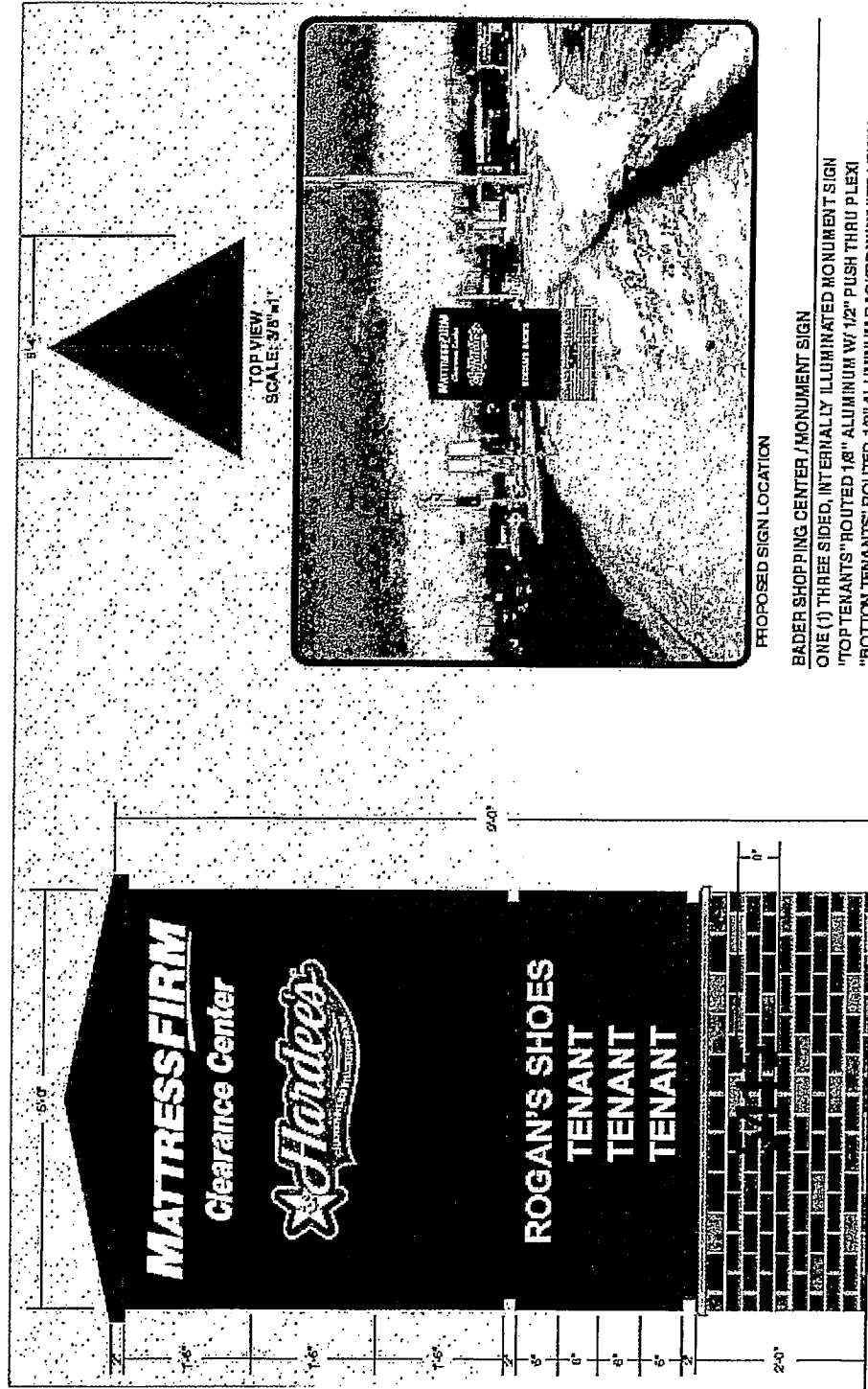


EXHIBIT D

Monument Sign Design and Dimensions



EASEMENT AGREEMENT

Document Number

Document #: **2395409**

Date: 12-02-2014 Time: 02:24:00 PM Pages: 11

Fee: \$30.00 County: RACINE State: WI

Requesting Party: Foley & Lardner LLP

Register of Deeds: TYSON FETTES

RACINE COUNTY REGISTER OF DEEDS

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

Recording Area

Name and Return Address

Foley & Lardner LLP

Attn: Joseph S. Rupkey

777 East Wisconsin Avenue

Milwaukee, WI 53202-5306

151-03-22-13-170-000 and 151-03-22-13-158-000

Parcel Identification Number (PIN)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made and effective as of the 14th day of November, 2014, by and between B. & K. ENTERPRISES, INC., a Wisconsin corporation ("B & K"), and ROGER H. HOFF AND DAVID WITCRAFT, as tenants in common (together, "Racine Partners").

WITNESSETH:

WHEREAS, B & K is the owner of certain real property located in the Village of Mt. Pleasant, Racine County, Wisconsin, as more particularly described on EXHIBIT A attached hereto and made a part hereof (the "B & K Parcel"), and as partially depicted on the site plan attached hereto and made a part hereof as EXHIBIT C (the "Site Plan");

WHEREAS, Racine Partners is the owner of certain real property located in the Village of Mt. Pleasant, Racine County, Wisconsin contiguous to the B & K Parcel, as more particularly described on EXHIBIT B attached hereto and made a part hereof (the "Racine Partners Parcel"), and as depicted on the Site Plan, on which a Hardee's restaurant is operated as of the date hereof;

WHEREAS, certain improvements associated with the use of the Racine Partners Parcel as a Hardee's restaurant encroach upon the B & K Parcel; and

WHEREAS, Racine Partners desires to obtain from B & K, and B & K desires to grant to Racine Partners, an easement for the continuance of such encroachments, all as more particularly set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Existing Encroachments.** As shown on the Site Plan, the following improvements associated with the use of the Racine Partners Parcel as a Hardee's restaurant encroach upon the B & K Parcel: (i) in Encroachment Area 1 (as depicted on the Site Plan), the drive-thru lane and related improvements, a walk-in cooler addition to the Hardee's building located on the Racine Partners Parcel (the "Primary Hardee's Building") and curb improvements, and (ii) in Encroachment Area 2 (as depicted on the Site Plan), curb improvements (all such existing encroachments being referred to herein individually, as an "Encroachment" and, collectively, as the "Encroachments").

2. **Grant of Easements.** B & K hereby grants to Racine Partners, as owner of the Racine Partners Parcel, for its use and for the use of any occupant of the Racine Partners Parcel, and their respective employees and invitees (collectively, "Permitees"), (i) an easement for the continued maintenance of the Encroachments within Encroachment Area 1 and Encroachment Area 2, as applicable, and (ii) an easement for the passage and accommodation of vehicles (but not for parking purposes) on, over and across the drive-thru lane located within Encroachment Area 1 in connection with the operation of the Primary Hardee's Building. The easements granted herein shall automatically terminate as to (a) all of the Encroachments upon the discontinuance of business operations on the Racine Partners Parcel for a period in excess of twelve (12) consecutive months, or (b) any particular Encroachment upon the removal of same by Racine Partners or its tenant and such party's failure to restore same for a period in

excess of twelve (12) consecutive months thereafter. Upon the termination of any easement as aforesaid, Racine Partners shall, within thirty (30) days after written demand by B & K, promptly remove the applicable Encroachment(s) and restore any damage to the surface of the B & K Parcel or any improvements thereon incurred in connection with such removal. If Racine Partners fails to remove the applicable Encroachment(s) as aforesaid (or to repair any damage to the B & K Parcel in connection therewith), then B & K shall have the right to remove the applicable Encroachment(s) (or to repair such damage), in which event Racine Partners shall pay the costs incurred by B & K within ten (10) days after receipt of an invoice.

3. **Maintenance.** Racine Partners shall, at its sole cost and expense, maintain, repair and replace the Encroachments in good order, condition and repair. The maintenance, repair and replacement obligations of Racine Partners hereunder shall include, but not be limited to: (i) maintaining all paved surfaces and curbs in a smooth and evenly covered condition, including, without limitation, replacing base, skin patching, resealing, resurfacing and restriping, and (ii) removing all papers, debris, filth, refuse, ice and snow.

4. **Indemnification.** Racine Partners shall indemnify, defend and hold B & K and its officers, directors, employees, contractors, tenants, agents, representatives and invitees (collectively, the "Indemnified Parties"), harmless from and against any and all injuries, damages, claims, liabilities, losses, actions, fees, costs and expenses (including, without limitation, court costs and reasonable attorneys' fees) arising out of the use or occupancy of the Encroachments by Racine Partners, its Permittees, or any party acting by, through or under Racine Partners or said Permittees, or the exercise of any rights granted hereunder by any of said parties.

5. **Insurance.** So long as this Agreement is in force, Racine Partners shall maintain in full force and effect commercial liability insurance that (i) covers loss or damage arising out of the Encroachments and the use of the Encroachments by Racine Partners and its Permittees; (ii) covers the contractual indemnity set forth in Paragraph 4 hereof; (iii) is primary in the event of any claim or loss in any way arising out of the use of the Encroachments by Racine Partners or any of its Permittees; and (iv) names B & K as an additional insured. Prior to the date hereof, and annually hereafter, Racine Partners shall provide B & K with reasonable evidence of such insurance written by an insurance company licensed in the State of Wisconsin and reasonably satisfactory to the B & K, including such coverages and in such amounts as may be reasonably satisfactory to B & K.

6. **Liens; Taxes.** Racine Partners shall not permit the filing of any liens on the B & K Parcel as a result of the exercise of its rights hereunder. Racine Partners shall not, by reason of this Agreement, be obligated to pay any real estate taxes or special assessments levied against the B & K Parcel.

7. **Default.** It shall be a default hereunder if any party (i) fails to pay any sums payable hereunder by such party within ten (10) days of the same becoming due and owing, or (ii) fails to perform each and all of its obligations hereunder (other than payment obligations) within thirty (30) days after such party's receipt of written notice setting forth such failure; provided, however, that if such default is not of a type that can reasonably be corrected within thirty (30) days, then if such party fails to promptly commence and proceed in good faith with due diligence to correct such default.

8. **Interest.** Any time a party hereto shall not pay any sum payable hereunder to another within five (5) days of the due date, such delinquent party shall pay interest on such amount from the due date to and including the date such payment is received by the party entitled thereto, at the lesser of (i) twelve percent (12%) per annum or (ii) the highest rate permitted by law to be paid on such type of obligation.

9. Miscellaneous.

(a) Covenants Running with the Land. All of the terms, covenants, and conditions hereof shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors and assigns as subsequent owners of the B & K Parcel and the Racine Partners Parcel, it being the intent of the parties hereto that all of the covenants hereunder shall be "covenants running with the land" and shall inure to the benefit of and be binding upon the B & K Parcel and the Racine Partners Parcel. Either party shall have the right to convey, in whole or in part, its right, title and interest in and to the B & K Parcel or the Racine Parcel, as applicable, and upon such conveyance the conveying party shall be released from any obligations hereunder thereafter accruing, and the other party agrees to look solely to the successor in interest of the conveying party for the performance of such obligations.

(b) Enforcement. Any party hereto may enforce this Agreement by appropriate action at law or in equity, and the prevailing party in such action shall be entitled to recover as part of its costs, reasonable attorneys' fees and court costs.

(c) Amendment. This Agreement may not be modified or amended, except by a writing executed and delivered by B & K and Racine Partners, or their respective successors and assigns.

(d) Waiver. No waiver of, acquiescence in, or consent to any breach or default of any term or condition hereof shall constitute or be construed as a waiver of, acquiescence in, or consent to any other, further or succeeding breach or default of the same or any other term or condition.

(e) Severability. If any term or condition of this Agreement shall, in any case, be invalid or unenforceable under applicable law, then the same and all other terms and conditions of this Agreement shall, in all other cases, not be affected thereby, and all such terms and conditions shall be valid and enforceable to the fullest extent permitted by applicable law.

(f) Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

(g) Notices. Notices herein required shall be in writing and shall be served upon the parties, either personally, mailed by certified or registered mail, return receipt requested, or sent via Federal Express or another nationally recognized overnight courier service:

B & K:

B. & K. Enterprises, Inc.
Attn: Daniel Bader
924 East Juneau Avenue
Suite 622
Milwaukee, Wisconsin 53202

Racine Partners:

c/o David Witcraft
Metes & Bounds Management Co.
6640 Lyndale Avenue South, #100
Richfield, Minnesota 55423

A party's address may be changed from time to time by such party giving notice as provided above to the other parties noted above.

(h) Interpretation. All terms and words used in this Agreement, whether singular or plural, and regardless of the gender thereof, shall be deemed to include any other number or other gender as the context may require.

(i) Not a Public Dedication; No Third-Party Beneficiary Nothing herein contained shall be deemed to be a gift or dedication of any portion of the B & K Parcel to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no rights or privileges of any party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained herein.

(j) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[signature pages follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the day and year first above written.

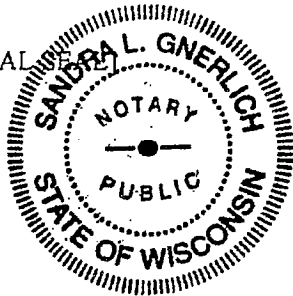
B. & K. ENTERPRISES, INC.,
a Wisconsin corporation

By: [Signature]
Daniel Bader, President

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)


This instrument was acknowledged before me on November 14, 2014, by Daniel Bader, as President of B. & K. Enterprises, Inc., a Wisconsin corporation.

[NOTARIAL SEAL]



[Signature]
Name Printed: Sandra L. Gnerlich
Notary Public, County of Milwaukee
My commission expires: 8/23/2015

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the day and year first above written.

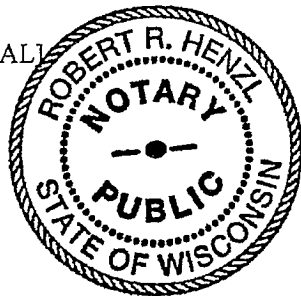


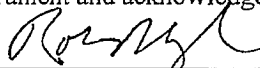
Roger H. Hoff

STATE OF WISCONSIN)
COUNTY OF RACINE) SS.

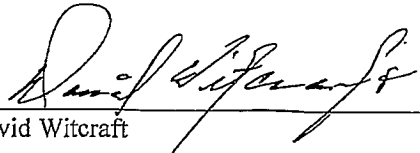
This instrument was acknowledged before me on November 11, 2014, by Roger H. Hoff, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[NOTARIAL SEAL]




Name Printed: ROBERT R. HENZL
Notary Public, County of RACINE
My commission expires: permanently

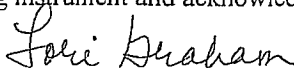
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the day and year first above written.

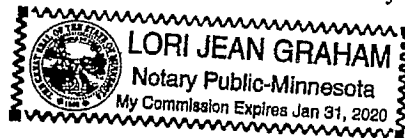

David Witcraft

STATE OF Minnesota)
COUNTY OF Hennepin) SS.

This instrument was acknowledged before me on November 10, 2014, by David Witcraft, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[NOTARIAL SEAL]


Name Printed: Lori Graham
Notary Public, County of Hennepin
My commission expires: Jan. 31, 2020



This instrument was drafted by, and, after recording, should be returned to Joseph S. Rupkey of Foley & Lardner LLP, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202-5306.

EXHIBIT A

Legal Description of the B & K Parcel

PARCEL A:

Part of the Southeast 1/4 and the Southwest 1/4 of Section 13, Town 3 North, Range 22 East, in the Village of Mt. Pleasant, County of Racine, State of Wisconsin, described as follows:

Commencing on the East and West 1/4 line of said Section at a point located North 86° 58' West 2150.57 feet from the East 1/4 corner of said Section; running thence South 77.11 feet to the point of beginning of this description; thence running South 693.78 feet; thence North 86° 58' West 766.58 feet to the Easterly right of way line of Wisconsin State Trunk Highway 31; thence North 18° 29' East 380.75 feet along said Easterly right of way line; thence South 86° 58' East 167.00 feet; thence North 03° 02' East 150.00 feet; thence North 86° 58' West 125.54 feet to the said Easterly right of way line; thence North 18° 29' East 68.56 feet along said Easterly right of way line; thence North 47° 27' East 153.85 feet along said Easterly right of way line to the Southerly right of way line of Wisconsin State Trunk Highway 20; thence South 86° 58' East 103.55 feet; thence South 03° 02' West 145.00 feet; thence South 86° 58' East 161.00 feet; thence North 03° 02' East 145.00 feet to the said Southerly right of way; thence South 86° 58' East 196.50 feet along said Southerly right of way line to the point of beginning of this description.

EXCEPTING THEREFROM the Southerly 24.0 feet of the above-described parcel; and EXCEPTING THEREFROM the parcel described as follows:

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

Commencing on the East and West 1/4 line of said Section 13 at a point that is located North 86° 58' West 2150.57 feet from the East 1/4 corner of said Section; thence running South 746.86 feet to the point of beginning of this description; thence North 86° 58' West 164.85 feet; thence North 03° 02' East 326.94 feet; thence South 86° 58' East 147.53 feet; thence South 327.40 feet to the point of beginning of this description.

EXCEPTING THEREFROM those lands conveyed to the State of Wisconsin in Deed recorded as Document No. 1787154.

PARCEL B:

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

Commencing at the East and West 1/4 line of said Section 13 at a point that is located North 86° 58' West 2150.57 feet from the East 1/4 corner of said Section; running thence South 746.86 feet to the point of beginning of this description; thence North 86° 58' West 164.85 feet; thence North 03° 02' East 326.94 feet; thence South 86° 58' East 147.53 feet; thence South 327.40 feet to the point of beginning of this description.

EXCEPTING THEREFROM the following:

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

Commencing at the Northeast corner of said Southeast 1/4; thence North 89° 10' 36" West along the North line of said Southeast 1/4, 2150.57 feet; thence South 2° 07' 30" East 419.46 feet to the place of beginning of the lands to be described; thence continuing South 2° 07' 30" East, 327.40 feet; thence North 89° 10' 36" West and parallel to said North line, 157.34 feet; thence North 0° 49' 24" East 74.14 feet; thence North 89° 10' 36" West 0.50 feet to a point on the center line of an existing party wall; thence North 0° 49' 24" East along the center line of said party wall, 45.18 feet; thence South 89° 10' 36" East, 0.50 feet; thence North 0° 49' 24" East, 10.07 feet; thence North 89° 10' 36" West, 4.59 feet; thence North 0° 49' 24" East, 62.05 feet; thence North 89° 10' 36" West, 2.44 feet; thence North 0° 49' 24" East, 35.53 feet; thence South 89° 10' 36" East, 147.53 feet to the place of beginning.

EXHIBIT B

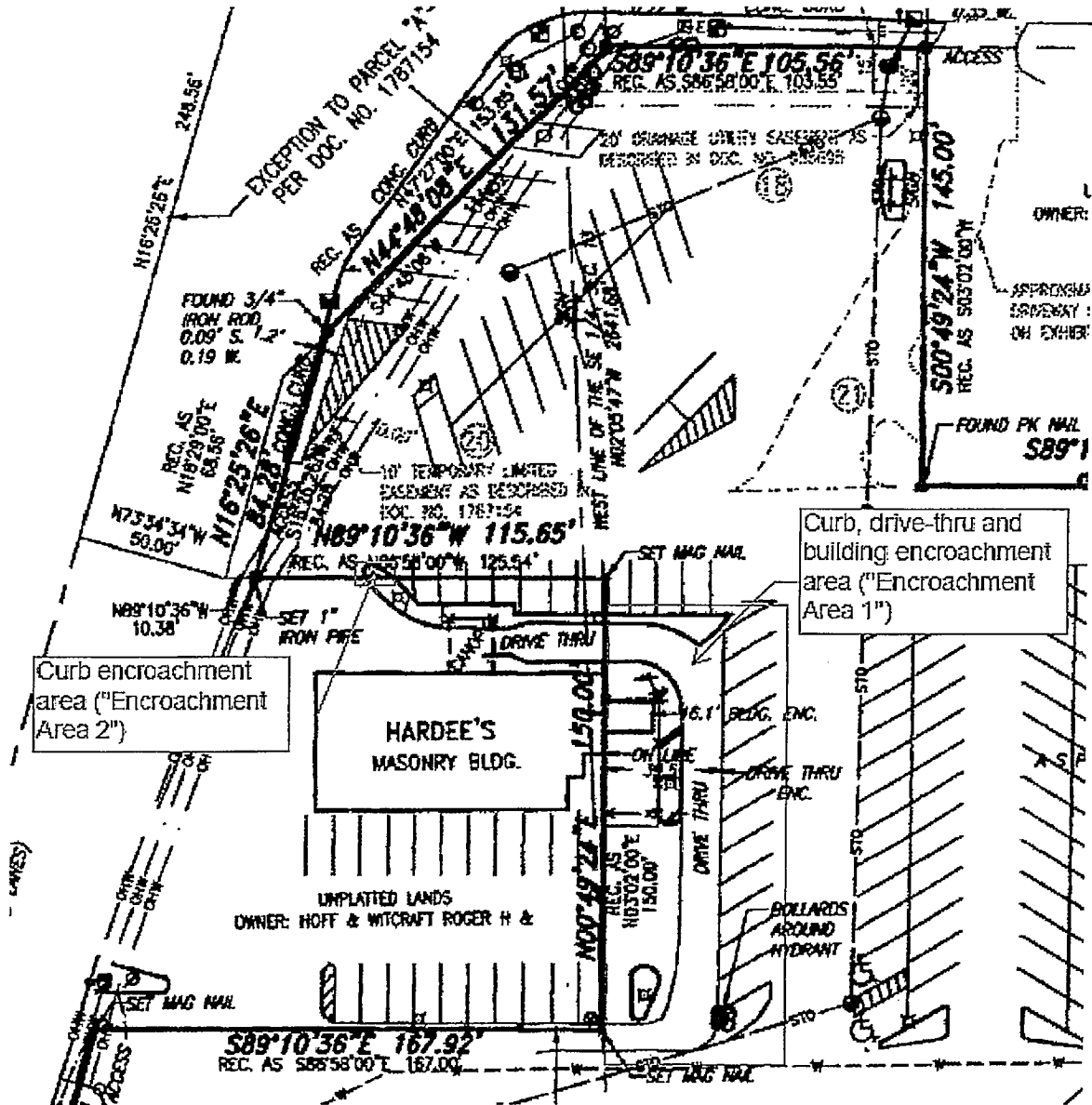
Legal Description of the Racine Partners Parcel

That part of the Southeast ¼ and the Southwest ¼ of Section 13, Township 3 North, Range 22 East, described as follows:

Commence on the East and West ¼ line of said Section at a point that is located North 86° 58' West 2611.62 feet from the East ¼ corner of said Section; thence South 77.11 feet to the intersection of the South line of Wisconsin State Trunk Highway #20 and the Easterly right-of-way line of the Green Bay Road; thence South 47° 27' West 153.85 feet along the Easterly right-of-way line of the Green Bay Road; thence South 18° 29' West 68.56 feet along said Easterly right-of-way line to the point of beginning of this description; thence run South 86° 58' East 125.54 feet; thence South 03° 02' West 150.00 feet; thence North 86° 58' West 167.00 feet to the Easterly right-of-way line of Green Bay Road; thence North 18° 29' East 155.62 feet along said Easterly right-of-way line to the point of beginning of this description. Said land being in the Village of Mt. Pleasant, County of Racine and State of Wisconsin.

EXHIBIT C

Site Plan



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

Document Title Above

DOC # 2210698

Recorded

Apr. 27, 2009 AT 11:27AM

James A. Ladwig

JAMES A LADWIG

RACINE COUNTY

REGISTER OF DEEDS

Fee Amount: \$103.00



103'

Return to Name and Address Below

Juliet Edmunds
Village of Mt. Pleasant

6126 Durand Av.

Racine, WI 53406

see attached parcel
listing

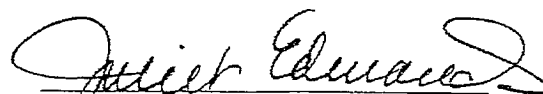
Parcel ID Number(s)

RESOLUTION NO. 3-98

CERTIFICATION

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

Dated this 24th day of April, 2009.



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

RESOLUTION 3- 98

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

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

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

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

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

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

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

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

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

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

page 2

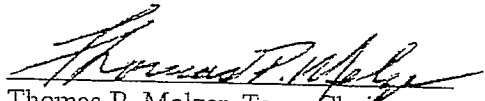
BE IT FURTHER RESOLVED that pursuant to Section 66.068 of the Wisconsin Statutes, the Mt. Pleasant Storm Water Utility District Commission is hereby created and shall be responsible for management and administration of the Utility District, subject to any approval, reporting or other requirements or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

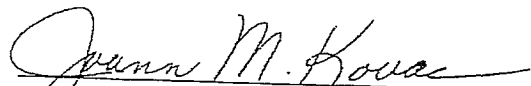
BE IT FURTHER RESOLVED that the Mt. Pleasant Storm Water Utility District Commission shall consist of three (3) Commissioners duly appointed by the Town Board. The initial Commissioners shall serve until their successors are appointed by the Town Board.

Dated this 26th day of January, 1998

Approved:

Attest:


Thomas P. Melzer, Town Chair


Joann M. Kovac, Town Clerk/Treasurer

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

PLEASE TAKE NOTICE:

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

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

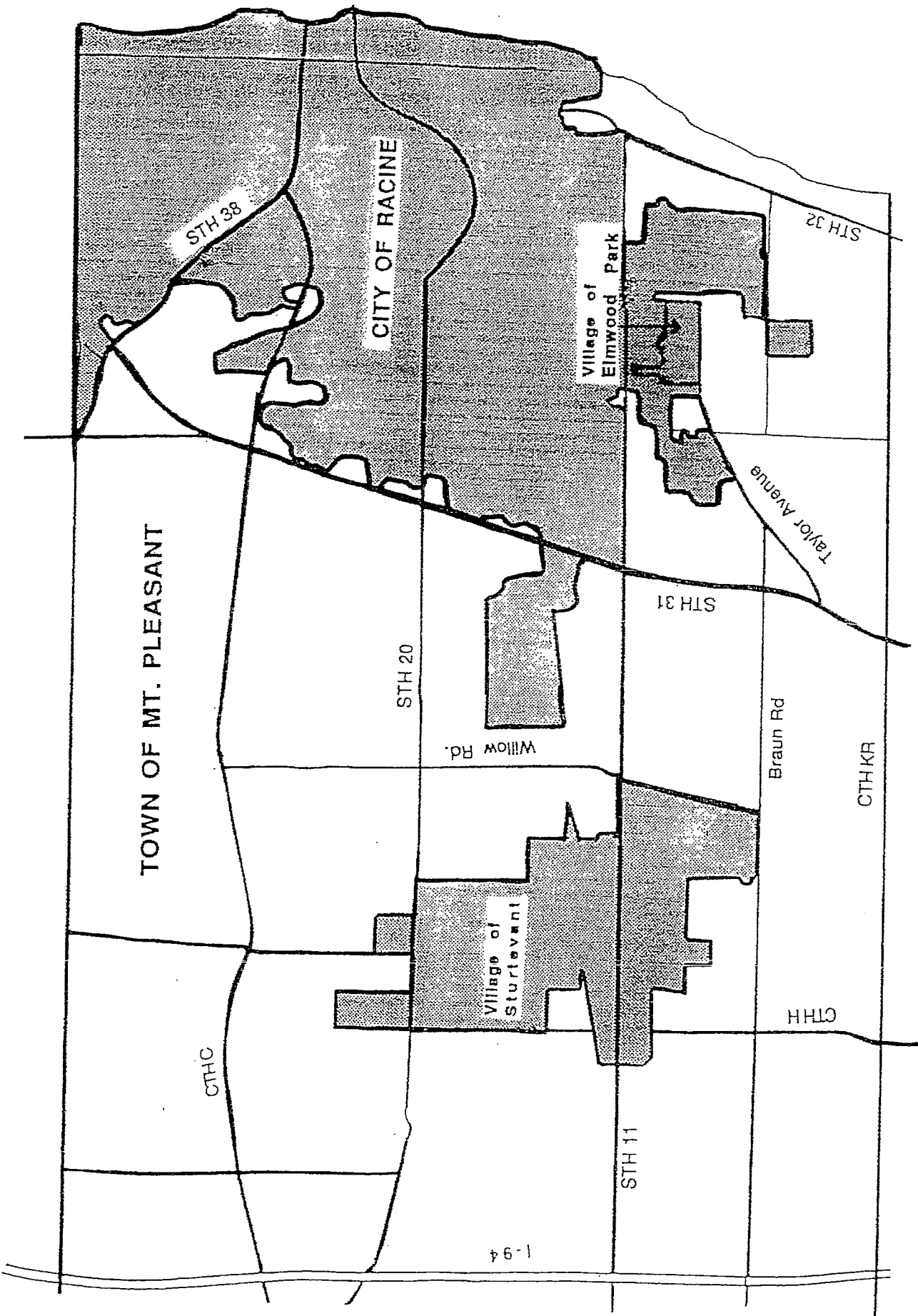
At such hearing all interested persons may be present and offer objections, criticisms or suggestions to the necessity of the proposed utility district and dissolution of the Mt. Pleasant Storm Water Drainage District No. 1 as outlined, and to question whether their property will be benefited by the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

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

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

DESCRIPTION

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



TOWN OF MT. PLEASANT

CITY OF RACINE

Village of
Elmwood Park

Village of
Sturtevant

STH 38

STH 20

STH 31

STH 32

STH 11

CTH C

CTH K

CTH H

Willow Rd.

Braun Rd

Taylor Avenue

1-94

3741 151032213087000	3742 151032213088000	3743 151032213089000	3744 151032213090000	3745 151032213091000
3746 151032213092000	3747 151032213093000	3748 151032213094000	3749 151032213095000	3750 151032213096000
3751 151032213097000	3752 151032213099000	3753 151032213100000	3754 151032213102010	3755 151032213103000
3756 151032213104000	3757 151032213105000	3758 151032213106000	3759 151032213112000	3760 151032213114000
3761 151032213115030	3762 151032213115050	3763 151032213115070	3764 151032213115080	3765 151032213115090
3766 151032213116000	3767 151032213116101	3768 151032213116102	3769 151032213116103	3770 151032213116104
3771 151032213116201	3772 151032213116202	3773 151032213116203	3774 151032213116204	3775 151032213117101
3776 151032213117102	3777 151032213117103	3778 151032213117201	3779 151032213117202	3780 151032213117203
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DOCUMENT NO.

1578208



VOL

2633

PAGE

716-718

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

97 MAY -5 AM 11:07

MARK A. LADD
REGISTER OF DEEDS

REAL ESTATE MORTGAGE

(For Consumer or Business Mortgage Transactions)

Roger Hoff and David Witcraft, individuals as tenants in common

("Mortgagor,"

whether one or more) mortgages, conveys and warrants to HERITAGE BANK AND TRUST, 4061 N. MAIN STREET, RACINE, WI 53402

("Lender")

In consideration of the sum of SEVEN HUNDRED EIGHTY-FIVE THOUSAND AND NO/100

Dollars (\$785,000.00),

loaned or to be loaned to Racine Partners, A General Partnership

("Borrower," whether one or more),

evidenced by Borrower's note(s) or agreement dated April 23, 1997

the real estate described below, together with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all claims, awards and payments made as a result of the exercise of the right of eminent domain, and all existing and future improvements and fixtures (all called the "Property") to secure the Obligations described in paragraph 5 on the reverse side, including but not limited to repayment of the sum stated above plus certain future advances made by Lender.

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

Recording Area 14

Name and Return Address

Heritage Bank and Trust
Attn: Commercial Loans
4061 N. Main St.
Racine, WI 53402

51-008-03-22-13-158-000

Parcel Identifier No.

☒ If checked here, description continues or appears on attached sheet.

☐ If checked here, this Mortgage is a "construction mortgage" under §409.313(1)(a) Wis. Stats.

☐ If checked here, Condominium Rider is attached.

2. Title. Mortgagor warrants title to the Property, excepting only restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due and n/a

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

4. Additional Provisions. Mortgagor agrees to the Additional Provisions on the reverse side, which are incorporated herein.
The undersigned acknowledges receipt of an exact copy of this Mortgage.

NOTICE TO CUSTOMER IN A TRANSACTION GOVERNED BY THE WISCONSIN CONSUMER ACT
(a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED.
(b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
(c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
(d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

Signed and Sealed APRIL 23, 1997
(Date)

(SEAL)

(Type of Organization)

By:

(Title)

By:

(Title)

*

AUTHENTICATION

OR

ACKNOWLEDGEMENT

Signatures of

STATE OF WISCONSIN

County of Racine

ss.

This instrument was acknowledged before me on APRIL 23, 1997by Roger Hoff and David Witcraft

(Name(s) of persons(s))

as

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

of

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

* Neil Honsberger #4204/pd

Notary Public, Wisconsin

My Commission (Expires) (to) January 14, 2001

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

This instrument was drafted by

Patricia L. Dickert

*Type or print name signed above.

ADDITIONAL PROVISIONS

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

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

7. **Insurance.** Mortgagor shall keep the improvements on the Property insured against direct loss or damage occasioned by fire, flood, extended coverage perils and such other hazards as Lender may require, through insurers approved by Lender, in amounts, without co-insurance, not less than the unpaid balance of the Obligations or the full replacement value, whichever is less, and shall pay the premiums when due. The policies shall contain the standard mortgage clause in favor of Lender and, unless Lender otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Lender. Subject to Lender's approval, Borrower is free to select the insurance agent or insurer through which insurance is obtained. Mortgagor shall promptly give notice of loss to insurance companies and Lender. All proceeds from such insurance shall be applied, at Lender's option, to the installments of the Obligations in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the improvements on the Property. In the event of foreclosure of this Mortgage or other transfer of title to the Property, in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance then in force shall pass to the purchaser or grantee.

8. Mortgagor's Covenants. Mortgagor covenants:

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

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

10. **Authority of Lender to Perform for Mortgagor.** If Mortgagor fails to perform any of Mortgagor's duties set forth in this Mortgage, Lender may after giving Mortgagor any notice and opportunity to perform which are required by law, perform the duties or cause them to be performed, including without limitation signing Mortgagor's name or paying any amount so required, and the cost shall be due on demand and secured by this Mortgage, bearing interest at the highest rate stated in any document evidencing an Obligation, but not in excess of the maximum rate permitted by law, from the date of expenditure by Lender to the date of payment by Mortgagor.

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

12. **Waiver.** Lender may waive any default without waiving any other subsequent or prior default by Mortgagor.

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

14. **Assignment of Rents and Leases.** Mortgagor assigns and transfers to Lender, as additional security for the Obligations, all rents which become or remain due or are paid under any agreement or lease for the use or occupancy of any part or all of the Property. Until the occurrence of an event of default under this Mortgage or any Obligation, Mortgagor has the right to collect the rents, issues and profits from the Property, but upon the occurrence of such an event of default, and the giving of notice by Lender to Mortgagor declaring that constructive possession of the Property is in Lender, Mortgagor's license to collect is terminated and Lender shall be entitled to such rents, issues and profits and may, after giving Mortgagor any notice and opportunity to perform required by law, notify any or all tenants to pay all such rents directly to Lender. All such payments shall be applied in such manner as Lender determines to payments required under this Mortgage and the Obligations. This assignment shall be enforceable and Lender shall be entitled to take any action to enforce the assignment (including notice to the tenants to pay directly to Lender or the commencement of a foreclosure action) without seeking or obtaining the appointment of a receiver or possession of the Property.

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

16. **Foreclosure Without Deficiency Judgment.** If the Property is a one-to-four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagor agrees to the provisions of §848.101, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one-to-four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or a tax exempt charitable organization, Mortgagor agrees to the provisions of §848.103, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

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

18. **Severability.** Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision.

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

20. **Entire Agreement.** This Mortgage is intended by the Mortgagor and Lender as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Mortgage. No parol evidence of any nature shall be used to supplement or modify any terms.

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4. The land referred to in this commitment is situated in Racine County, State of Wisconsin, and is described as follows:

That part of the Southeast 1/4 and the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, described as follows: Commence on the East and West 1/4 line of said Section at a point that is located North 86°58' West 2611.62 feet from the East 1/4 corner of said Section; thence South 77.11 feet to the intersection of the South line of Wisconsin State Trunk Highway #20 and the Easterly right-of-way line of the Green Bay Road; thence South 47°27' West 153.85 feet along the Easterly right-of-way line of the Green Bay Road; thence South 18°29' West 68.56 feet along said Easterly right-of-way line to the point of beginning of this description; thence run South 86°58' East 125.54 feet; thence South 03°02' West 150.00 feet; thence North 86°58' West 167.00 feet to the Easterly right-of-way line of the Green Bay Road; thence North 18°29' East 155.62 feet along said Easterly right-of-way line to the point of beginning of this description. Said land being in the Town of Mt. Pleasant, County of Racine and State of Wisconsin.

Parcel Number 51-008-03-22-13-158-000

For Reference Only:

Address: 1235 S. GREENBAY ROAD
 RACINE, WI 53406

1578209

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REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

97 MAY -5 AM 11:07

MARK A. LADD
REGISTER OF DEEDS**REAL ESTATE MORTGAGE**
(For Consumer or Business Mortgage Transactions)

Roger Hoff and David Witcraft, ("Mortgagor,"
whether one or more) mortgages, conveys and warrants to HERITAGE BANK AND TRUST, 4061 N. MAIN STREET, RACINE, WI 53402 ("Lender")
in consideration of the sum of THREE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 Dollars (\$325,000.00),
loaned or to be loaned to Roger Hoff and David Witcraft ("Borrower," whether one or more),
evidenced by Borrower's note(s) or agreement dated April 23, 1997

the real estate described below, together with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all claims, awards and payments made as a result of the exercise of the right of eminent domain, and all existing and future improvements and fixtures (all called the "Property") to secure the Obligations described in paragraph 5 on the reverse side, including but not limited to repayment of the sum stated above plus certain future advances made by Lender.

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

Recording Area 14

Name and Return Address

Heritage Bank and Trust
Attn: Commercial Loans
4061 N. Main St.
Racine, WI 53402

51-008-03-22-13-158-000
Parcel Identifier No.

☒ If checked here, description continues or appears on attached sheet.

☐ If checked here, this Mortgage is a "construction mortgage" under §409.313(1)(a) Wis. Stats.

☐ If checked here, Condominium Rider is attached.

2. Title. Mortgagor warrants title to the Property, excepting only restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due and 1st Mtg. to Heritage Bank and Trust in the amount of \$785,000.00.

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

4. Additional Provisions. Mortgagor agrees to the Additional Provisions on the reverse side, which are incorporated herein.
The undersigned acknowledges receipt of an exact copy of this Mortgage.

NOTICE TO CUSTOMER IN A TRANSACTION GOVERNED BY THE WISCONSIN CONSUMER ACT
(a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED.
(b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
(c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
(d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

Signed and Sealed APRIL 23, 1997
(Date)

(SEAL)

(SEAL)

(Type of Organization)

* Roger Hoff

By:

(SEAL)

(Title)

* David Witcraft

By:

(SEAL)

(Title)

AUTHENTICATION

OR

ACKNOWLEDGEMENT

Signatures of

STATE OF WISCONSIN

County of Racine

} ss.

This instrument was acknowledged before me on APRIL 23, 1997
by Roger Hoff and David Witcraft

(Name(s) of person(s))

as

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

of

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

* Nail Honsberger

Notary Public, Wisconsin

My Commission (Expires) (Is) January 14, 2001

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

This instrument was drafted by

* Patricia L. Dickert

*Type or print name signed above.

ADDITIONAL PROVISIONS

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

6. **Taxes.** To the extent not paid to Lender under paragraph 5(a), Mortgagor shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, or against Lender upon this Mortgage or the Obligations or other debt secured by this Mortgage, upon Lender's interest in the Property, and deliver to Lender receipts showing timely payment.

7. **Insurance.** Mortgagor shall keep the Improvements on the Property insured against direct loss or damage occasioned by fire, flood, extended coverage perils and such other hazards as Lender may require, through insurers approved by Lender, in amounts, without co-insurance, not less than the unpaid balance of the Obligations or the full replacement value, whichever is less, and shall pay the premiums when due. The policies shall contain the standard mortgage clause in favor of Lender and, unless Lender otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Lender. Subject to Lender's approval, Borrower is free to select the insurance agent or insurer through which insurance is obtained. Mortgagor shall promptly give notice of loss to insurance companies and Lender. All proceeds from such insurance shall be applied, at Lender's option, to the installments of the Obligations in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the Improvements on the Property. In the event of foreclosure of this Mortgage or other transfer of title to the Property, in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance then in force shall pass to the purchaser or grantees.

8. Mortgagor's Covenants. Mortgagor covenants:

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

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

10. **Authority of Lender to Perform for Mortgagor.** If Mortgagor fails to perform any of Mortgagor's duties set forth in this Mortgage, Lender may after giving Mortgagor any notice and opportunity to perform which are required by law, perform the duties or cause them to be performed, including without limitation signing Mortgagor's name or paying any amount so required, and the cost shall be due on demand and secured by this Mortgage, bearing interest at the highest rate stated in any document evidencing an Obligation, but not in excess of the maximum rate permitted by law, from the date of expenditure by Lender to the date of payment by Mortgagor.

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

12. **Waiver.** Lender may waive any default without waiving any other subsequent or prior default by Mortgagor.

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

14. **Assignment of Rents and Leases.** Mortgagor assigns and transfers to Lender, as additional security for the Obligations, all rents which become or remain due or are paid under any agreement or lease for the use or occupancy of any part or all of the Property. Until the occurrence of an event of default under this Mortgage or any Obligation, Mortgagor has the right to collect the rents, issues and profits from the Property, but upon the occurrence of such an event of default, and the giving of notice by Lender to Mortgagor declaring that constructive possession of the Property is in Lender, Mortgagor's license to collect is terminated and Lender shall be entitled to such rents, issues and profits and may, after giving Mortgagor any notice and opportunity to perform required by law, notify any or all tenants to pay all such rents directly to Lender. All such payments shall be applied in such manner as Lender determines to payments required under this Mortgage and the Obligations. This assignment shall be enforceable and Lender shall be entitled to take any action to enforce the assignment (including notice to the tenants to pay directly to Lender or the commencement of a foreclosure action) without seeking or obtaining the appointment of a receiver or possession of the Property.

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

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

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

18. **Severability.** Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision.

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

20. **Entire Agreement.** This Mortgage is intended by the Mortgagor and Lender as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Mortgage. No parol evidence of any nature shall be used to supplement or modify any terms.

VOL PAGE
2633 720

4. The land referred to in this commitment is situated in Racine County, State of Wisconsin, and is described as follows:

That part of the Southeast 1/4 and the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, described as follows: Commence on the East and West 1/4 line of said Section at a point that is located North 86°58' West 2611.62 feet from the East 1/4 corner of said Section; thence South 77.11 feet to the intersection of the South line of Wisconsin State Trunk Highway #20 and the Easterly right-of-way line of the Green Bay Road; thence South 47°27' West 153.85 feet along the Easterly right-of-way line of the Green Bay Road; thence South 18°29' West 68.56 feet along said Easterly right-of-way line to the point of beginning of this description; thence run South 86°58' East 125.54 feet; thence South 03°02' West 150.00 feet; thence North 86°58' West 167.00 feet to the Easterly right-of-way line of the Green Bay Road; thence North 18°29' East 155.62 feet along said Easterly right-of-way line to the point of beginning of this description. Said land being in the Town of Mt. Pleasant, County of Racine and State of Wisconsin.

Parcel Number 51-008-03-22-13-158-000

For Reference Only:

Address: 1235 S. GREENBAY ROAD
 RACINE, WI 53406

REAL ESTATE MORTGAGE

(For Consumer or Business Mortgage Transactions)

Roger Hoff and David Witcraft, individuals as tenants in common ("Mortgagor," whether one or more) mortgages, conveys and warrants to Heritage Bank and Trust, 4061 N. Main Street, Racine, WI 53402 ("Lender")

In consideration of the sum of THREE HUNDRED THOUSAND AND NO/100 Dollars (\$300,000.00), loaned or to be loaned to Racine Partners, A General Partnership ("Borrower," whether one or more), evidenced by Borrower's note(s) or agreement dated August 26, 1997

the real estate described below, together with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all claims, awards and payments made as a result of the exercise of the right of eminent domain, and all existing and future improvements and fixtures (all called the "Property") to secure the Obligations described in paragraph 5 on the reverse side, including but not limited to repayment of the sum stated above plus certain future advances made by Lender.

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

☒ If checked here, description continues or appears on attached sheet.

☐ If checked here, this Mortgage is a "construction mortgage" under §409.313(1)(a) Wis. Stats.

☐ If checked here, Condominium Rider is attached.

2. Title. Mortgagor warrants title to the Property, excepting only restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due and REM to Heritage Bank and Trust, in the amount of \$785,000.00 dated 4/23/97 recorded 5/5/97; Document #1578208, Volume 2633 Page 716-718.

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

4. Additional Provisions. Mortgagor agrees to the Additional Provisions on the reverse side, which are incorporated herein. The undersigned acknowledges receipt of an exact copy of this Mortgage.

NOTICE TO CUSTOMER IN A TRANSACTION GOVERNED BY THE WISCONSIN CONSUMER ACT
(a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED.
(b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
(c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
(d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

Signed and Sealed AUGUST 26, 1997
(Date)

(SEAL)

(Type of Organization)

By:

(Title)

By:

(SEAL)

(Title)

*

AUTHENTICATION

OR

ACKNOWLEDGEMENT

Signatures of

STATE OF WISCONSIN

County of Racine

ss.

This instrument was acknowledged before me on AUGUST 26, 1997by Roger Hoff and David Witcraft

(Name(s) of person(s))

ss.

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

of

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

* Nels A. Honsberger

Notary Public, Wisconsin

My Commission (Expires) (to) January 14, 2001

Title: Member State Bar of Wisconsin or

authorized under §706.06, Wis. Stats.

This instrument was drafted by

* Kate Gleason

*Type or print name signed above.

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

97 SEP -2 PM 4:22

MARIA LADD
REGISTER OF DEEDSVOL
2670
PAGE
947-6/5Recording Area W

Name and Return Address

Heritage Bank and Trust

Attn: Commercial Banking

4061 N. Main St.

Racine, WI 53402

Return to Box 720
ATC No.

51-008-03-22-13-158-000

Parcel Identifier No.

ADDITIONAL PROVISIONS

5. **Mortgage as Security.** This Mortgage secures prompt payment to Lender of (a) the sum stated in the first paragraph of this Mortgage, plus interest and charges according to the terms of the promissory notes or agreement of Borrower to Lender identified on the reverse side, and any extensions, renewals or modifications signed by any Borrower of such promissory notes or agreement, (b) to the extent not prohibited by the Wisconsin Consumer Act (f) any additional sums which are in the future loaned by Lender to any Mortgagee, to any Mortgagee and another or to another guaranteed or endorsed by any Mortgagee primarily for personal, family or household purposes and agreed in documents evidencing the transaction to be secured by this Mortgage, and (f) all other additional sums which are in the future loaned by Lender to any Mortgagee, to any Mortgagee and another or to another guaranteed or endorsed by any Mortgagee, (c) all interest and charges, and (d) to the extent not prohibited by law, all costs and expenses of collection or enforcement (all called the "Obligations"). This Mortgage also secures the performance of all covenants, conditions and agreements contained in this Mortgage. Unless otherwise required by law, Lender will satisfy this Mortgage upon request by Mortgagee if (a) the Obligations have been paid according to their terms, (b) any commitment to make future advances secured by this Mortgage has terminated, (c) Lender has terminated any line of credit under which advances are to be secured by this Mortgage, and (d) all other payments required under this Mortgage and the Obligations and all other terms, conditions, covenants, and agreements contained in this Mortgage and the documents evidencing the Obligations have been paid and performed.

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

7. **Insurance.** Mortgagee shall keep the improvements on the Property insured against direct loss or damage occasioned by fire, flood, extended coverage perils and such other hazards as Lender may require, through insurers approved by Lender, in amounts, without co-insurance, not less than the unpaid balance of the Obligations or the full replacement value, whichever is less, and shall pay the premiums when due. The policies shall contain the standard mortgage clause in favor of Lender and, unless Lender otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Lender. Subject to Lender's approval, Borrower is free to select the insurance agent or insurer through which insurance is obtained. Mortgagee shall promptly give notice of loss to insurance companies and Lender. All proceeds from such insurance shall be applied, at Lender's option, to the installments of the Obligations in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the improvements on the Property. In the event of foreclosure of this Mortgage or other transfer of title to the Property, in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagee in and to any insurance then in force shall pass to the purchaser or grantee.

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

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

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

10. **Authority of Lender to Perform for Mortgagee.** If Mortgagee fails to perform any of Mortgagee's duties set forth in this Mortgage, Lender may after giving Mortgagee any notice and opportunity to perform which are required by law, perform the duties or cause them to be performed, including without limitation signing Mortgagee's name or paying any amount so required, and the cost shall be due on demand and secured by this Mortgage, bearing interest at the highest rate stated in any document evidencing an Obligation, but not in excess of the maximum rate permitted by law, from the date of expenditure by Lender to the date of payment by Mortgagee.

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

12. **Waiver.** Lender may waive any default without waiving any other subsequent or prior default by Mortgagee.

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

14. **Assignment of Rents and Leases.** Mortgagee assigns and transfers to Lender, as additional security for the Obligations, all rents which become or remain due or are paid under any agreement or lease for the use or occupancy of any part or all of the Property. Until the occurrence of an event of default under this Mortgage or any Obligation, Mortgagee has the right to collect the rents, issues and profits from the Property, but upon the occurrence of such an event of default, and the giving of notice by Lender to Mortgagee declaring that constructive possession of the Property is in Lender, Mortgagee's license to collect is terminated and Lender shall be entitled to such rents, issues and profits and may, after giving Mortgagee any notice and opportunity to perform required by law, notify any or all tenants to pay all such rents directly to Lender. All such payments shall be applied in such manner as Lender determines to payments required under this Mortgage and the Obligations. This assignment shall be enforceable and Lender shall be entitled to take any action to enforce the assignment (including notice to the tenants to pay directly to Lender or the commencement of a foreclosure action) without seeking or obtaining the appointment of a receiver or possession of the Property.

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

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

17. **Expenses.** To the extent not prohibited by law, Mortgagee shall pay all reasonable costs and expenses before and after judgment, including without limitation, attorneys' fees, fees and expenses for environmental assessments, inspections and audits, and fees and expenses for obtaining title evidence incurred by Lender in protecting or enforcing its rights under this Mortgage.

18. **Severability.** Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision.

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

20. **Entire Agreement.** This Mortgage is intended by the Mortgagee and Lender as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Mortgage. No parol evidence of any nature shall be used to supplement or modify any terms.

VOL PAGE
2670 949

That part of the Southeast 1/4 and the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, described as follows: Commence on the East and West 1/4 line of said Section at a point that is located North 86°58' West 2611.62 feet from the East 1/4 corner of said Section; thence South 77.11 feet to the intersection of the South line of Wisconsin State Trunk Highway #20 and the Easterly right-of-way line of the Green Bay Road; thence South 47°27' West 153.85 feet along the Easterly right-of-way line of the Green Bay Road; thence South 18°29' West 68.56 feet along said Easterly right-of-way line to the point of beginning of this description; thence run South 86°58' East 125.54 feet; thence South 03°02' West 150.00 feet; thence North 86°58' West 167.00 feet to the Easterly right-of-way line of the Green Bay Road; thence North 18°29' East 155.62 feet along said Easterly right-of-way line to the point of beginning of this description. Said land being in the Town of Mt. Pleasant, County of Racine and State of Wisconsin.

Parcel Number 51-008-03-22-13-158-000

For Reference Only:

Address: 1235 S. GREENBAY ROAD
 RACINE, WI 53406

DOCUMENT NO.

REAL ESTATE MORTGAGE

(For Consumer or Business Mortgage Transactions)

Roger Hoff and David Witcraft

("Mortgagor,"

whether one or more) mortgages, conveys and warrants to Hardee's Food Systems, Inc.

("Lender")

In consideration of the sum of \$700,000.00 an obligation in the amount of Seven Hundred Thousand and No/100 Dollars

Mortgagor and the other parties named in the Settlement Agreement

("Borrower," whether one or more), evidenced by Borrower's note(s) or agreement dated March 10, 1999 entitled Settlement Agreement and Mutual Release (the "Settlement Agreement")

the real estate described below, together with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all claims, awards and payments made as a result of the exercise of the right of eminent domain, and all existing and future improvements and fixtures (all called the "Property") to secure the Obligations described in paragraph 5 on the reverse side, including but not limited to repayment of the sum stated above plus certain future advances made by Lender. This Mortgage shall be subordinate to any refinancing for an amount equal to or less than the then-current balance of the mortgage of the Property to Johnson Bank outstanding as of the date hereof (the "First Mortgage") or the balance of the First Mortgage as of the date hereof, whichever is less.

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

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

2. Title. Mortgagor warrants title to the Property, excepting only restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due and the First Mortgage.

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

4. Additional Provisions. Mortgagor agrees to the Additional Provisions on the reverse side, which are incorporated herein. The undersigned acknowledges receipt of an exact copy of this Mortgage.

NOTICE TO CUSTOMER IN A TRANSACTION GOVERNED BY THE WISCONSIN CONSUMER ACT
 (a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED.
 (b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
 (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
 (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

Signed and Sealed March 10, 1999
(Date)

(SEAL)

(SEAL)

(Type of Organization)

By:

Roger Hoff

By:

David Witcraft

(SEAL)

(SEAL)

(Title)

AUTHENTICATION

OR

ACKNOWLEDGEMENT

STATE OF WISCONSIN

County of RACINE

This instrument was acknowledged before me on 3-10-99

by

(Name(s) of person(s))

as

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

of

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

Notary Public, Wisconsin

My Commission (Expires)(Is)

4-9-99

This instrument was drafted by

Diana Allen, Smith Helms Mulliss & Moore, L.L.P.
 2800 Two Hannover Square, Raleigh, NC 27601

*Type or print name signed above.

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

99 MAR 26 AM 10:49

MARK A. LADD
REGISTER OF DEEDS

2895

369-311

VOL PAGE

Recording Area

Name and Return Address

Diana Allen
 Smith Helms Mulliss & Moore, L.L.P.
 2800 Two Hannover Square
 Raleigh, North Carolina 27601

51-008-03-22-13-158-000

Parcel Identifier No.

ADDITIONAL PROVISIONS

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

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

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

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

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

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

10. **Authority of Lender to Perform for Mortgagor.** If Mortgagor fails to perform any of Mortgagor's duties set forth in this Mortgage, Lender may after giving Mortgagor any notice and opportunity to perform which are required by law, perform the duties or cause them to be performed, including without limitation signing Mortgagor's name or paying any amount so required, and the cost shall be due on demand and secured by this Mortgage, bearing interest at the highest rate stated in any document evidencing an Obligation, but not in excess of the maximum rate permitted by law, from the date of expenditure by Lender to the date of payment by Mortgagor.

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

12. **Waiver.** Lender may waive any default without waiving any other subsequent or prior default by Mortgagor.

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

14. **Assignment of Rents and Leases.** Mortgagor assigns and transfers to Lender, as additional security for the Obligations, all rents which become or remain due or are paid under any agreement or lease for the use or occupancy of any part or all of the Property. Until the occurrence of an event of default under this Mortgage or any Obligation, Mortgagor has the right to collect the rents, issues and profits from the Property, but upon the occurrence of such an event of default, and the giving of notice by Lender to Mortgagor declaring that constructive possession of the Property is in Lender, Mortgagor's license to collect is terminated and Lender shall be entitled to such rents, issues and profits and may, after giving Mortgagor any notice and opportunity to perform required by law, notify any or all tenants to pay all such rents directly to Lender. All such payments shall be applied in such manner as Lender determines to payments required under this Mortgage and the Obligations. This assignment shall be enforceable and Lender shall be entitled to take any action to enforce the assignment (including notice to the tenants to pay directly to Lender or the commencement of a foreclosure action) without seeking or obtaining the appointment of a receiver or possession of the Property.

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

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

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

18. **Severability.** Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision.

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

20. **Entire Agreement.** This Mortgage is intended by the Mortgagor and Lender as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Mortgage. No parol evidence of any nature shall be used to supplement or modify any terms.

VOL PAGE

2895 370

Legal Description

That part of the Southeast 1/4 and the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, described as follows: Commence on the East and West 1/4 line of said Section at a point that is located North 86°58' West 2611.62 feet from the East 1/4 corner of said Section; thence South 77.11 feet to the intersection of the South line of Wisconsin State Trunk Highway #20 and the Easterly right-of-way line of the Green Bay Road; thence South 47°27' West 153.85 feet along the Easterly right-of-way line of the Green Bay Road; thence South 18°29' West 68.56 feet along said Easterly right-of-way line to the point of beginning of this description; thence run South 86°58' East 125.54 feet; thence South 03°02' West 150.00 feet; thence North 86°58' West 167.00 feet to the Easterly right-of-way line of the Green Bay Road; thence North 18°29' East 155.62 feet along said Easterly right-of-way line to the point of beginning of this description. Said land being in the Town of Mt. Pleasant, County of Racine and State of Wisconsin.

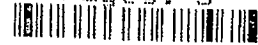
FOR INFORMATIONAL PURPOSES ONLY:

TAX KEY NO. 51-008-03-22-13-158-000
STREET ADDRESS: 1235 Green Bay Rd. South
 Racine, WI 53406

ASSIGNMENT OF RENTS

DOCUMENT NUMBER:

LYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00
Pages: 5



RETURN ADDRESS:

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

PARCEL I.D. NUMBER: 151-03-22-13-158-000



00000000411462-200011512312012

THIS ASSIGNMENT OF RENTS dated December 31, 2012, is made and executed between ROGER H. HOFF, whose address is 6244 PARTRIDGE HILL DRIVE, RACINE, WI 53406 and DAVID W. WITCRAFT, whose address is 8216 RHODE ISLAND AVENUE SOUTH, BLOOMINGTON, MN 55438 (referred to below as "Grantor") and JOHNSON BANK, whose address is 555 MAIN STREET, SUITE 250, RACINE, WI 53403 (referred to below as "Lender").

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

That part of the Southeast 1/4 and the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, described as follows: Commence on the East and West 1/4 line of said Section at a point that is located North 86°58' West 2611.62 feet from the East 1/4 corner of said Section; thence South 77.11 feet to the intersection of the South line of Wisconsin State Trunk Highway #20 and the Easterly right-of-way line of the Green Bay Road; thence South 47°27' West 153.85 feet along the Easterly right-of-way line of the Green Bay Road; thence South 18°29' West 68.56 feet along said Easterly right-of-way line to the point of beginning of this description; thence run South 86°58' East 125.54 feet; thence South 03°02' West 150.00 feet; thence North 86°58' West 167.00 feet to the Easterly right-of-way line of the Green Bay Road; thence North 18°29' East 155.62 feet along said Easterly right-of-way line to the point of beginning of this description. Said land being in the ^{Village of} Town of Mt. Pleasant, County of Racine and State of Wisconsin.

The Property or its address is commonly known as 1235 South Green Bay Road, Racine, WI 53406. The Property tax identification number is 151-03-22-13-158-000.

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

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

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

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

BORROWER'S WAIVERS AND RESPONSIBILITIES. Lender need not tell Borrower about any action or inaction Lender takes in connection with this Assignment. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

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

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

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

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

**ASSIGNMENT OF RENTS
(Continued)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf, or made by Guarantor, or any other guarantor, endorser, surety, or accommodation party, under this Assignment 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 Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

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

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

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.

**ASSIGNMENT OF RENTS
(Continued)**

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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 Borrower or Grantor and the failure by Borrower or 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.

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

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor, 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 any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

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

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

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

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

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

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

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

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

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

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

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.

Joint and Several Liability. All obligations of Borrower and Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Assignment.

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

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

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

Non-Liability of Lender. The relationship between Borrower and Grantor and Lender created by this Assignment 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 Borrower and Grantor. Borrower and Grantor are exercising Borrower's and Grantor's own judgment with respect to Borrower's and 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 Borrower and Grantor of any matter with respect to Borrower's and Grantor's business. Lender and Borrower and Grantor intend that Lender may reasonably rely on all information supplied by Borrower and Grantor to Lender, together with all representations and warranties given by Borrower and Grantor to Lender, without investigation or confirmation by Lender and that any investigation or failure to investigate will not diminish

**ASSIGNMENT OF RENTS
(Continued)**

Loan No: 411462-200

Page 4

Lender's right to so rely.

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

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

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

Sole Discretion of Lender. Whenever Lender's consent or approval is required under this Assignment, 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 Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

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

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

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

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

Borrower. The word "Borrower" means RACINE PARTNERS, A GENERAL PARTNERSHIP.

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

Event of Default. The words "Event of Default" mean individually, collectively, and interchangeably any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means ROGER H. HOFF and DAVID W. WITCRAFT.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness, and, in each case, Grantor's 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.

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.

Note. The word "Note" means any and all promissory notes which evidence Borrower's Loans in favor of Lender, as well as any amendment, modification, renewal or replacement thereof, and (ii) the amount of the Lender's participation in the outstanding balances under any Lender sponsored credit card program to which Borrower subscribes.

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

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

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

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT. THIS DOCUMENT IS EXECUTED ON DECEMBER 31, 2012.

GRANTOR:

X 
ROGER H. HOFF

X 
DAVID W. WITCRAFT

This ASSIGNMENT OF RENTS was drafted by: Kate Gleason

Complete either Authentication Section or Acknowledgment Section

AUTHENTICATION

Signature(s) of ROGER H. HOFF and DAVID W. WITCRAFT authenticated this _____ day of _____, 20____.

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

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wisconsin)
) SS
COUNTY OF Racine)

On this day before me, the undersigned Notary Public, personally appeared ROGER H. HOFF, to me known to be the individual described in and who executed the ASSIGNMENT OF RENTS, and acknowledged that he or she signed the Assignment as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 23rd day of January, 2013.

By Andrew J. Dodge Residing at _____
[Type or Print Name]

Notary Public in and for the State of Wisconsin

My commission expires 5/11/14

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Minnesota)
) SS
COUNTY OF Hennepin)

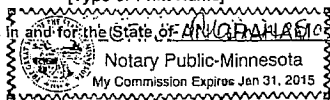
On this day before me, the undersigned Notary Public, personally appeared DAVID W. WITCRAFT, to me known to be the individual described in and who executed the ASSIGNMENT OF RENTS, and acknowledged that he or she signed the Assignment as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 24th day of January, 2013.

By Lori Jean Graham Residing at _____
[Type or Print Name]

Notary Public in and for the State of Minnesota

My commission expires Jan. 31, 2015



1374912

Return To: Stewart, Peyton, Crawford, Crawford & Stutt
Attorneys at Law
Suite 200, Lake Forum Bldg.
840 Lake Ave., Racine, WI 53403
ASSIGNMENT OF LEASE

Agreement by and between G.P. Schoenfelder ("Schoenfelder") and Donald A. Gordon, Jr., Roger H. Hoff, and David Witcraft ("Purchasers").

Recitals

1. Schoenfelder is the owner of that certain real property located in the Town of Mt. Pleasant, Racine County, Wisconsin, described in Exhibit A attached hereto, on which real property a restaurant is operated under the Hardee's franchise name ("Restaurant Property").

2. Gordon Enterprises, Inc. leased the Restaurant Property from Schoenfelder by lease agreement dated July 20, 1967. That lease agreement was subsequently amended by the parties effective January 1, 1992. The original lease agreement and the amendment effective January 1, 1992, the terms of which shall be deemed incorporated by reference and shall be termed "the lease" for purposes of this agreement.

3. Purchasers have agreed to purchase the Restaurant Property from Schoenfelder and Schoenfelder has agreed to assign the lease and all of Schoenfelder's rights as lessor under that lease to Purchasers. Purchasers have agreed to accept the assignment of the lease on the terms of this agreement.

In consideration of the purchase by Purchasers from Schoenfelder of the Restaurant Property described in the Exhibit A, it is agreed as follows:

1. Assignment of Lease and Effective Date. Schoenfelder irrevocably assigns to Purchasers the lease and all rights which Schoenfelder may have as lessor under that lease, effective the date of closing of the purchase of the Restaurant Property by Purchasers. Provided, however, Schoenfelder retains the following rights or claims against the lessee under the lease which arose or accrued prior to the effective date of this assignment of lease: (a) any minimum rent, percentage rent, or other rent which may due lessor from lessee; and (b) any default by lessee under the lease which may give rise to a claim against Schoenfelder by any third party or governmental entity by reason of lessee's default.

2. Acceptance of Assignment. Purchasers accept the assignment of lease under the terms of this agreement and agree to timely perform all of the duties of lessor under the lease from and after the effective date of this assignment and hold Schoenfelder harmless on the same.

3. Parties Bound. This assignment shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.


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2149-834

May 16, 1992

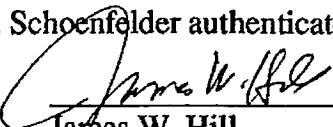
1729 05 6 1400 1

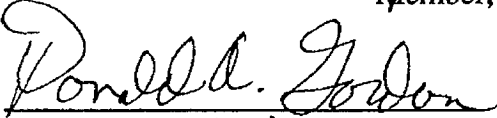
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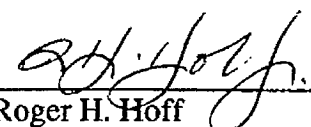

G.P. Schoenfelder

AUTHENTICATION

Signature of G.P. Schoenfelder authenticated this 13th day of April, 1992.


James W. Hill
Member, State Bar of Wisconsin

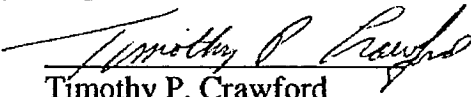

Donald A. Gordon, Jr.


Roger H. Hoff


David Witcraft

AUTHENTICATION

Signatures of Donald A. Gordon, Jr., Roger H. Hoff, and David Witcraft authenticated this 27 day of April, 1992.


Timothy P. Crawford
Member, State Bar of Wisconsin

This document drafted by:

James W. Hill

That part of the Southeast 1/4 and the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, described as follows: Commence on the East and West 1/4 line of said Section at a point that is located North 86°58' West 2611.62 feet from the East 1/4 corner of said Section; thence South 77.11 feet to the intersection of the South line of Wisconsin State Trunk Highway #20 and the Easterly right-of-way line of the Green Bay Road; thence South 47°27' West 153.85 feet along the Easterly right-of-way line of the Green Bay Road; thence South 18°29' West 68.56 feet along said Easterly right-of-way line to the point of beginning of this description; thence run South 86°58' East 125.54 feet; thence South 03°02' West 150.00 feet; thence North 86°58' West 167.00 feet to the Easterly right-of-way line of the Green Bay Road; thence North 18°29' East 155.62 feet along said Easterly right-of-way line to the point of beginning of this description. Said land being in the Town of Mt. Pleasant, County of Racine and State of Wisconsin.

Tax Parcel No. 51-008-03-22-13-158-000

Exhibit A

REGISTER'S OFFICE
RACINE COUNTY, WI) SS
RECORDED _____

'92 MAY -6 AM 57

VOL 2149 PAGE 834-836

John H. [illegible] REGISTER
OF DEEDS

14

VOL 2149 PAGE 836