

Knight | Barry
TITLE GROUP
Integrity. Experience. Innovation.

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:1/7/20 12:44 pm
Last Revised on:1/7/20 12:44 pm
Printed on:1/7/20 12:44 pm

Applicant Information

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

Sales Representative:Craig Haskins

Property Information

(Note: values below are from the tax roll)

Effective Date: 12/16/2019 at 8:00 am

Owner(s) of record:Lincoln Manor Redevelopment, LLC, a Wisconsin limited liability company

Property address:5803 16th Street, Mt Pleasant, WI 53406 (Note: Please see included tax bill for mailing address.)

Legal description: See "Exhibit A" attached

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

Mortgages / Leases / Land Contracts / UCC

Mortgage, Security Agreement and Fixture Financing Statement from Lincoln Manor Redevelopment, LLC, a Wisconsin limited liability company to U.S. Bank National Association in the amount of \$2,400,000.00 dated December 15, 2005 and recorded December 22, 2005, as Document No. 2065048.

Assignment of Rents from Lincoln Manor Redevelopment, LLC, a Wisconsin limited liability company to U.S. Bank National Association recorded December 22, 2005 as Document No. 2065049.

Mortgage from Lincoln Manor Redevelopment, LLC to Lincoln Manor of Racine Wisconsin, Inc. in the amount of \$2,205,000.00 dated November 30, 2015 and recorded December 22, 2005 as Document No. 2065051.

The mortgage described as Document No. 2065051 has been assigned and is currently held of record by Lincoln Lutheran of Racine, Wisconsin, Inc..

Easements / Restrictions & Other Encumbrances

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

Wisconsin Electric Power Company and Wisconsin Telephone Company Easement and other matters contained in the instrument recorded January 26, 1970 in Volume 1042, Page 313 as Document No. 864028. Along with Conveyance of Rights in Land by Public Utility, recorded February 17, 1975, in Volume 1254, Page 39, as Document No. 951892. Also Along with Conveyance of Rights in Land by Public Utility, recorded March 25, 1975, in Volume 1257, Page 454, as Document No. 953398.

Easement and other matters contained in the instrument recorded June 21, 1971 in Volume 1092, Page 553 as Document No. 884303.

Easement Agreement and other matters contained in the instrument recorded July 5, 1973 in Volume 1187, Page 61 as Document No. 923921.

Land Use Agreement and other matters contained in the instrument recorded December 21, 2007 as Document No. 2158251.

Lis Pendens and Order and other matters contained in the instrument recorded February 18, 2015 as Document No. 2400605.



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Resolution 3-98 Dissolving the Mt 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 \$58,660.85, and all prior years are paid.

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

Other Matters

None

Footnotes

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

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

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

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



EXHIBIT A

Part of the Southwest $\frac{1}{4}$ of Section 13, Township 3 North, Range 22 East, in the Village of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Commence at the Southwest corner of the said Southwest $\frac{1}{4}$; running thence South $89^{\circ} 08' 18''$ East, 590.67 feet on the South line of said Southwest $\frac{1}{4}$ to the point of beginning of this description; running thence North $00^{\circ} 51' 42''$ East, 294.45 feet to a point on the South line of 16th Street; thence South $89^{\circ} 08' 18''$ East, 484.01 feet to a point of curvature of a curve of Northeasterly convexity whose radius is 545.00 feet and whose chord bears South $73^{\circ} 08' 46''$ East 300.30 feet; thence Southeasterly 304.24 feet on the arc of said curve and the Southerly line of 16th Street to a point of reverse curvature of a curve of Southwesterly convexity whose radius is 556.91 feet and whose chord bears South $73^{\circ} 08' 46''$ East, 306.87 feet; thence Southeasterly 310.89 feet on the arc of the said curve and the Southerly line of 16th street to its point of tangency; thence South $89^{\circ} 08' 18''$ East, 113.93 feet to the point of the center line of State Trunk Highway 31; thence South $15^{\circ} 15' 26''$ West, 103.48 feet on said center line; thence South $11^{\circ} 55' 25''$ West, 27.45 feet on said center line to a point on the South line of said Southwest $\frac{1}{4}$; thence North $89^{\circ} 08' 18''$ West, 1150.62 feet on the South line of said Southwest $\frac{1}{4}$ to the point of beginning of this description, RESERVING THEREFROM the Easterly 70 feet in width for public highway purposes, EXCEPTING THEREFROM that part conveyed by Warranty Deed recorded in Volume 2063, Page 35, as Document No. 1336251.

For informational purposes only

Property Address: 5803 16th Street, Mt Pleasant, WI 53406

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





1079359

2018 Property Record | Racine County, WI

Assessed values not finalized until after Board of Review
Property information is valid as of 11/12/2019 2:29:01 PM

Owner Address

LINCOLN MANOR REDEVELOPMENT LL,
515 S CAPITAL OF TEXAS HWY
SUITE 100
AUSTIN, TX 78746

Owner

LINCOLN MANOR REDEVELOPMENT LL

Property Information

Parcel ID: 151-032213151000
Document # 2067999
Tax Districts:
UNIFIED SCHOOL DISTRICT

Property Description

For a complete legal description, see recorded document.

PT SW1/4 COM SW COR E590 TO POB N294 TO S LN
16TH ST E 484 SE304 SE310 E113 TO CL HY 31 SE103
SW27 W1150 TO POB EXC R/W EXC V2063P035 EXC
V2163P219 PT TO 008032213151010 IN 91 FOR 92
ROLL PT TO 008032213151000 IN 92 FOR 93 ROLL
TOTAL ACRES 5.31

Municipality: 151-VILLAGE OF MT PLEASANT

Property Address: 5803 16TH ST

Tax Information[Print Tax Bill](#)

<u>Installment</u>	<u>Amount</u>
<u>First:</u>	30,435.85
<u>Second:</u>	28,225.00
<u>Third:</u>	0.00
<u>Total Tax Due:</u>	58,660.85
<u>Base Tax:</u>	56,521.84
<u>Special Assessment:</u>	2,209.00
<u>Lottery Credit:</u>	0.00
<u>First Dollar Credit:</u>	69.99
<u>Amount Paid:</u> (View payment history info below)	58,660.85
<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	5.31	\$510,000	\$2,313,600	\$2,823,600
	5.31	\$510,000	\$2,313,600	\$2,823,600

Assessment Ratio: 0.9856968380

Fair Market Value: 2864600.00

Special Assessment Detail

<u>Code</u>	<u>Description</u>	<u>Amount</u>
21	21 - FIRE/AMBULANCE	62.50
21	21 - FIRE/AMBULANCE	62.50
21	21 - FIRE/AMBULANCE	62.50
21	21 - FIRE/AMBULANCE	62.50
21	21 - FIRE/AMBULANCE	62.50
21	21 - FIRE/AMBULANCE	62.50
21	21 - FIRE/AMBULANCE	62.50
21	21 - FIRE/AMBULANCE	62.50
21	21 - FIRE/AMBULANCE	62.50
21	21 - FIRE/AMBULANCE	62.50
24	24 - STORM WATER UTILITY FEE	1584.00
		<hr/> 2209.00

*No data found for Delinquent Tax Summary in 2018

2018 Property Record | Racine County, WI

*Assessed values not finalized until after Board of Review
Property information is valid as of 11/12/2019 2:29:01 PM*

Payment History					
<u>Date</u>	<u>Receipt</u>	<u>Amount</u>	<u>Interest</u>	<u>Penalty</u>	<u>Total</u>
12/31/2018	147919	30435.85	0.00	0.00	30435.85
6/17/2019	170394	28225.00	0.00	0.00	28225.00

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



Racine County

Owner (s):

LINCOLN MANOR REDEVELOPMENT LL

Location:

Section, Sect. 13, T3N, R22E

Mailing Address:

LINCOLN MANOR REDEVELOPMENT LL**515 S CAPITAL OF TEXAS HWY****SUITE 100****AUSTIN, TX 78746-0000**

School District:

4620 - UNIFIED SCHOOL DISTRICT

Request Mailing Address Change

Tax Parcel ID Number:

Tax District:

Status:

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

Alternate Tax Parcel Number: Acres:

5.3100

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

**PT SW1/4 COM SW COR E590 TO POB N294 TO S LN 16TH ST E 484 SE304 SE310 E113 TO CL HY 31 SE103
SW27 W1150 TO POB EXC R/W EXC V2063P035 EXC V2163P219 PT TO 008032213151010 IN 91 FOR 92 ROLL
PT TO 008032213151000 IN 92 FOR 93 ROLL **TOTAL ACRES** 5.31**

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

5803 16TH ST 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	\$58,660.85	\$58,660.85	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$59,176.55	\$59,176.55	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$52,720.72	\$52,720.72	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$52,740.13	\$52,740.13	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$49,902.44	\$49,902.44	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$51,467.09	\$51,467.09	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$52,313.38	\$52,313.38	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$48,764.58	\$48,764.58	\$0.00	\$0.00	\$0.00	\$0.00
2010	\$38,616.98	\$38,616.98	\$0.00	\$0.00	\$0.00	\$0.00
2009	\$42,456.93	\$42,456.93	\$0.00	\$0.00	\$0.00	\$0.00
2008	\$38,623.32	\$38,623.32	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$0.00

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

0001042

DOC # 2062377

Recorded

DEC. 05, 2005 AT 03:42:00PM

State Bar of Wisconsin Form 1 - 2003

WARRANTY DEED

Document Number

Document Name

THIS DEED, made between Lincoln Manor of Racine, Wisconsin, Inc., a/k/a Lincoln Manor of Racine, Inc., a Wisconsin Corporation ("Grantor," whether one or more), and Lincoln Manor Redevelopment, LLC, a Wisconsin limited liability company, ("Grantee," whether one or more).

Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Racine County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

See legal description attached hereto as Exhibit A and incorporated herein.

James A. Ladwig

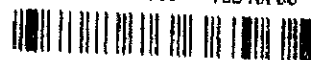
JAMES A. LADWIG

RACINE COUNTY

REGISTER OF DEEDS

Fee Amount: \$15.00

Transfer Fee: \$6840.00



Recording Area

Name and Return Address

Justin F. Oeth, Esq.

Reinhart Boerner Van Deuren s.c.

1000 North Water Street, Suite 2100

Milwaukee, WI 53202

51-151-03-22-13-151-000

Parcel Identification Number (PIN)

This is not homestead property.

(is) (is not)

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except: municipal and zoning ordinances and agreements entered under them, recorded easements, recorded building and use restrictions and covenants, general taxes levied in the year of closing and those permitted exceptions attached hereto as Exhibit B and incorporated herein.

Dated November 30, 2005

(SEAL) BY Daniel R. Risch, CEO (SEAL)

(SEAL) _____ (SEAL)

AUTHENTICATION

Signature(s) _____

authenticated on _____

* _____

TITLE: MEMBER STATE BAR OF WISCONSIN

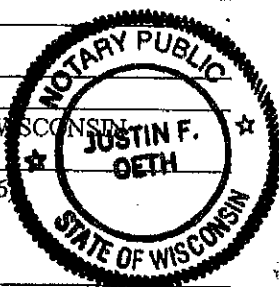
(If not, _____)

authorized by Wis. Stat. § 706.06

THIS INSTRUMENT DRAFTED BY:

Justin F. Oeth, Esq.

Reinhart Boerner Van Deuren s.c.



ACKNOWLEDGMENT

STATE OF WISCONSIN

) ss.

Milwaukee

COUNTY)

Personally came before me on November 30, 2005,
the above-named Daniel R. Risch

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

Justin F. Oeth
* Justin F. Oeth

Notary Public, State of Wisconsin

My Commission (is permanent) (expires _____)

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

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

WARRANTY DEED

STATE BAR OF WISCONSIN

FORM No. 1-2003

*Type name below signatures.

Reinhart, Boerner 1000 North Water St, Ste, Milwaukee WI 53202
Merlene DeZur

Phone: 4142988280 Fax: 4142988097
Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035 www.zipform.com

Lincoln Manor

356.5418

Grantor: Lincoln Manor of Racine, Wisconsin, Inc., a/k/a Lincoln Manor of Racine, Inc.,
a Wisconsin Corporation
Grantee: Lincoln Manor Redevelopment, LLC, a Wisconsin limited liability company

EXHIBIT A
To Warranty Deed

Legal Description

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

Commence at the Southwest corner of the said Southwest 1/4; running thence South 89° 08' 18" East 590.67 feet on the South line of said Southwest 1/4 to the point of beginning of this description; running thence North 00° 51' 42" East 294.45 feet to a point on the South line of 16th Street; thence South 89° 08' 18" East 484.01 feet to a point of curvature of a curve of Northeasterly convexity whose radius is 545.00 feet and whose chord bears South 73° 08' 46" East 300.30 feet; thence Southeasterly 304.24 feet on the arc of said curve and the Southerly line of 16th Street to a point of reverse curvature of a curve of Southwesterly convexity whose radius is 556.91 feet and whose chord bears South 73° 08' 46" East 306.87 feet; thence Southeasterly 310.89 feet on the arc of said curve and the Southerly line of 16th Street to its point of tangency; thence South 89° 08' 18" East 113.93 feet to a point on the centerline of State Trunk Highway 31; thence South 15° 15' 26" West 103.48 feet on said centerline; thence South 11° 55' 25" West 27.45 feet on said centerline to a point on the South line of said Southwest 1/4; thence North 89° 08' 18" West 1150.62 feet on the South line of said Southwest 1/4 to the point of beginning of this description.
RESERVING THEREFROM the Easterly 70 feet in width for public highway purposes.

EXCEPTING THEREFROM that part conveyed by Warranty Deed recorded in Volume 2063 of Records, on Page 35, as Document No. 1336251.

For informational purposes only:

Parcel identification number: 51-151-03-22-13-151-000

Street address: 5801 16th Street

Grantor: Lincoln Manor of Racine, Wisconsin, Inc., a/k/a Lincoln Manor of Racine, Inc.,
a Wisconsin corporation
Grantee: Lincoln Manor Development, LLC, a Wisconsin limited liability company

EXHIBIT B
To Warranty Deed

Permitted Exceptions

1. Rights of tenants in possession including any rights to tenants fixtures owned by such tenants located on the demised premises and any liens on such tenants fixtures, and all parties having a lien on or claiming by, through or under the lessee.
2. Easement recorded in Volume 1092, Page 553, recorded as Document No. 884303.
3. Utility Easement granted to Wisconsin Electric Power Company and Wisconsin Telephone Company recorded in Volume 1042, Page 313, as Document No. 864028.
4. Utility Easement granted to Wisconsin Natural Gas Company recorded in Volume 1049, Page 324.
5. Easement Agreement recorded in Volume 1187, Page 61, as Document No. 923921.
6. Public or private rights, if any, in such portion of the subject premises as may be presently used, laid out or dedicated in any manner whatsoever, for road purposes.
7. Easements for sewer and water as shown in Subordination recorded in Volume 1525, Page 182.
8. Department of Housing and Urban Development Use Agreement - Lincoln Manor of Racine.

DOCUMENT NO.

0000435
AFFIDAVIT OF CORRECTION

THIS FORM IS INTENDED TO CORRECT SCRIVENER'S ERRORS.

THIS FORM SHOULD NOT BE USED FOR THE FOLLOWING PURPOSES WITHOUT THE NOTARIZED SIGNATURES OF THE GRANTOR/GRANTEE*

- Altering boundary lines
- Altering title/ownership
- Adding property
- Deleting property

AFFIANT, hereby swears or affirms that the attached document recorded on the 5th day of December, 2005 (year) in volume _____, page _____, as document no. 2062377 and was recorded in the Register of Deeds of Racine County, State of WI, contained the following error (if more space is needed, please attach an addendum):

The municipality in which the property is located is the Village of Mt. Pleasant rather than the Town of Mt. Pleasant as was previously contained in the legal description.

DOC # 2067999

Recorded

JAN. 13, 2006 AT 03:52:42PM

James A. Ladwig

JAMES A LADWIG

RACINE COUNTY

REGISTER OF DEEDS

Fee Amount: \$19.00



RECORDING AREA

NAME AND RETURN ADDRESS

Justin F. Oeth, Esq.

Reinhart Boerner Van Deuren s.c.

1000 North Water Street, Suite 2100

Milwaukee, WI 53202

Pin: 51-151-03-22-12-151-000

The correction is as follows (if more space is needed, please attach an addendum):

The corrected legal description is attached hereto as Exhibit A and incorporated herein.

A complete original or copy of the original document should be attached.

Dated this 12th day of January, 2006.

Justin F. Oeth
Affiant's Signature (type name below)

* Justin F. Oeth

Grantee's Signature (type name below)

*

Grantor's Signature (type name below)

*

Grantee's Signature (type name below)

*

Grantor's Signature (type name below)

*

STATE OF WisconsinCOUNTY OF Milwaukee

))SS.

Subscribed and sworn to (or affirmed) before me this 12th day of January, 2006

Merlene S. DeZur
Merlene S. DeZur (type name below)

Notary Public, State of

My Commission (expires) (is): October 7, 2007

Justin F. Oeth, Esq.

Drafted by: Reinhart Boerner Van Deuren s.c.

*Grantor/Grantee as described in Wisconsin State Statutes 706.01(6) WRDA/WRPLA version VI - 10/06/2000

Information Professionals Co., Fond du Lac, WI
800-655-2021

0000436

EXHIBIT A
Affidavit of Correction

Corrected Legal Description

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

Commence at the Southwest corner of the said Southwest 1/4; running thence South 89° 08' 18" East 590.67 feet on the South line of said Southwest 1/4 to the point of beginning of this description; running thence North 00° 51' 42" East 294.45 feet to a point on the South line of 16th Street; thence South 89° 08' 18" East 484.01 feet to a point of curvature of a curve of Northeasterly convexity whose radius is 545.00 feet and whose chord bears South 73° 08' 46" East 300.30 feet; thence Southeasterly 304.24 feet on the arc of said curve and the Southerly line of 16th Street to a point of reverse curvature of a curve of Southwesterly convexity whose radius is 556.91 feet and whose chord bears South 73° 08' 46" East 306.87 feet; thence Southeasterly 310.89 feet on the arc of said curve and the Southerly line of 16th Street to its point of tangency; thence South 89° 08' 18" East 113.93 feet to a point on the centerline of State Trunk Highway 31; thence South 15° 15' 26" West 103.48 feet on said centerline; thence South 11° 55' 25" West 27.45 feet on said centerline to a point on the South line of said Southwest 1/4; thence North 89° 08' 18" West 1150.62 feet on the South line of said Southwest 1/4 to the point of beginning of this description.

RESERVING THEREFROM the Easterly 70 feet in width for public highway purposes.

EXCEPTING THEREFROM that part conveyed by Warranty Deed recorded in Volume 2063 of Records, on Page 35, as Document No. 1336251.

For informational purposes only:

Parcel identification number: 51-151-03-22-13-151-000

Street address: 5801 16th Street

00004370001042

State Bar of Wisconsin Form 1 - 2003

WARRANTY DEED

Document Number

Document Name

THIS DEED, made between Lincoln Manor of Racine, Wisconsin, Inc., a/k/a Lincoln Manor of Racine, Inc., a Wisconsin Corporation ("Grantor," whether one or more), and Lincoln Manor Redevelopment, LLC, a Wisconsin limited liability company, ("Grantee," whether one or more).

Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Racine County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

See legal description attached hereto as Exhibit A and incorporated herein.

DOC # 2062377

Recorded

DEC. 05, 2005 AT 03:42:00PM

James A. Ladwig

JAMES A. LADWIG

RACINE COUNTY

REGISTER OF DEEDS

Fee Amount: \$15.00

Transfer Fee: \$6840.00

Recording Area

Name and Return Address

Justin F. Oeth, Esq.

Reinhart Boerner Van Deuren s.c.

1000 North Water Street, Suite 2100

Milwaukee, WI 53202

51-151-03-22-13-151-000

Parcel Identification Number (PIN)

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

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except: municipal and zoning ordinances and agreements entered under them, recorded easements, recorded building and use restrictions and covenants, general taxes levied in the year of closing and those permitted exceptions attached hereto as Exhibit B and incorporated herein.

Dated November 30, 2005

(SEAL) BY Daniel R. Risch, CEO (SEAL)
* _____

(SEAL) _____ (SEAL)
* _____

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____
authenticated on _____

STATE OF WISCONSIN

Milwaukee

COUNTY

ss.

Personally came before me on November 30, 2005,
the above-named Daniel R. Risch

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

Justin F. Oeth
* Justin F. Oeth

Notary Public, State of Wisconsin

My Commission (is permanent) (expires _____)

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

THIS INSTRUMENT DRAFTED BY:

Justin F. Oeth, Esq.

Reinhart Boerner Van Deuren s.c.

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

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
WARRANTY DEED STATE BAR OF WISCONSIN

FORM No. 1-2003

*Type name below signatures.

356 548

0000438 ~~0001043~~

Grantor: Lincoln Manor of Racine, Wisconsin, Inc., a/k/a Lincoln Manor of Racine, Inc.,
a Wisconsin Corporation
Grantee: Lincoln Manor Redevelopment, LLC, a Wisconsin limited liability company

EXHIBIT A
To Warranty Deed

Legal Description

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

Commence at the Southwest corner of the said Southwest 1/4; running thence South 89° 08' 18" East 590.67 feet on the South line of said Southwest 1/4 to the point of beginning of this description; running thence North 00° 51' 42" East 294.45 feet to a point on the South line of 16th Street; thence South 89° 08' 18" East 484.01 feet to a point of curvature of a curve of Northeasterly convexity whose radius is 545.00 feet and whose chord bears South 73° 08' 46" East 300.30 feet; thence Southeasterly 304.24 feet on the arc of said curve and the Southerly line of 16th Street to a point of reverse curvature of a curve of Southwesterly convexity whose radius is 556.91 feet and whose chord bears South 73° 08' 46" East 306.87 feet; thence Southeasterly 310.89 feet on the arc of said curve and the Southerly line of 16th Street to its point of tangency; thence South 89° 08' 18" East 113.93 feet to a point on the centerline of State Trunk Highway 31; thence South 15° 15' 26" West 103.48 feet on said centerline; thence South 11° 55' 25" West 27.45 feet on said centerline to a point on the South line of said Southwest 1/4; thence North 89° 08' 18" West 1150.62 feet on the South line of said Southwest 1/4 to the point of beginning of this description.
RESERVING THEREFROM the Easterly 70 feet in width for public highway purposes.

EXCEPTING THEREFROM that part conveyed by Warranty Deed recorded in Volume 2063 of Records, on Page 35, as Document No. 1336251.

For informational purposes only:

Parcel identification number: 51-151-03-22-13-151-000
Street address: 5801 16th Street

7000439

~~1044~~

Grantor: Lincoln Manor of Racine, Wisconsin, Inc., a/k/a Lincoln Manor of Racine, Inc.,
a Wisconsin corporation
Grantee: Lincoln Manor Development, LLC, a Wisconsin limited liability company

EXHIBIT B
To Warranty Deed

Permitted Exceptions

1. Rights of tenants in possession including any rights to tenants fixtures owned by such tenants located on the demised premises and any liens on such tenants fixtures, and all parties having a lien on or claiming by, through or under the lessee.
2. Easement recorded in Volume 1092, Page 553, recorded as Document No. 884303.
3. Utility Easement granted to Wisconsin Electric Power Company and Wisconsin Telephone Company recorded in Volume 1042, Page 313, as Document No. 864028.
4. Utility Easement granted to Wisconsin Natural Gas Company recorded in Volume 1049, Page 324.
5. Easement Agreement recorded in Volume 1187, Page 61, as Document No. 923921.
6. Public or private rights, if any, in such portion of the subject premises as may be presently used, laid out or dedicated in any manner whatsoever, for road purposes.
7. Easements for sewer and water as shown in Subordination recorded in Volume 1525, Page 182.
8. Department of Housing and Urban Development Use Agreement - Lincoln Manor of Racine.

DOCUMENT NO.

WARRANTY DEED
FORM 858

THIS SPACE RESERVED FOR RECORDING DATA

THIS INDENTURE, Made this 28th day of October, A.D. 1971
between Lincoln Lutheran Home of Racine, Wisconsin, Inc.

a Corporation duly organized and existing under and by virtue of the laws of the
State of Wisconsin, located at Racine, Wisconsin
Wisconsin, party of the first part, and Lincoln Manor of Racine,
Wisconsin, Inc.

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

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

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

That part of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, in the
Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Commence
at the Southwest corner of the said Southwest 1/4; run thence S 89° 08' 18" E 590.67
feet on the South line of said Southwest 1/4 to the point of beginning of this description;
run thence N 00° 51' 42" E 294.45 feet to a point on the South line of 16th Street; thence
S 89° 08' 18" E 484.01 feet to a point of curvature of a curve of Northeasterly convexity
whose radius is 545.00 feet and whose chord bears S 73° 08' 46" E 300.30 feet; thence
Southeasterly 304.24 feet on the arc of said curve and the Southerly line of 16th Street
to a point of reverse curvature of a curve of Southwesterly convexity whose radius is
556.91 feet and whose chord bears S 73° 08' 46" E 306.87 feet; thence Southeasterly

(description continued on reverse side)

Together with all and singular the hereditaments and appurtenances thereto belonging or in any wise appertaining;
either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.
To Have and to Hold the said premises as above described with the hereditaments and appurtenances, unto the said
party of the second part, and to its successors and assigns FOREVER.

And the said Lincoln Lutheran Home of Racine, Wisconsin, Inc.
party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the said party of the
second part, its successors and assigns, that at the time of the ensembling and delivery of these presents it is well seized of
the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee
simple, and that the same are free and clear from all incumbrances whatever.

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

In Witness Whereof, the said Lincoln Lutheran Home of Racine, Wisconsin, Inc.
party of the first part, has caused these presents to be signed by _____, its Secretary, at Racine
President, and countersigned by _____, A.D.
Wisconsin, and its corporate seal to be hereunto affixed, this 28th day of October,
1971.

SIGNED AND SEALED IN PRESENCE OF

Richard Jensen
Richard Jensen

Jerome A. Miller
Jerome A. Miller
State of Wisconsin,

Racine County,

Personally came before me, this 28th day of October, A.D. 1971
Dexter D. Black President, and Frank Vorpahl Secretary

of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me
known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instru-
ment as such officers as the deed of said Corporation, by its authority.

THIS INSTRUMENT WAS DRAFTED BY

Robert G. Riegelman
Attorney at Law.

Lincoln Lutheran Home of Racine
Wisconsin, Inc.

Dexter D. Black
Dexter D. Black

COUNTERSIGNED:

Frank Vorpahl
Frank Vorpahl

Robert G. Riegelman
Notary Public, Racine County, Wis.

My commission (EXPIRES) (is) permanent

(Section 39.31 (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. Section 39.31 similarly requires that the name of the person who, or govern-
mental agency which, drafted such instrument, shall be printed, typewritten, stamped or written thereon in a legible manner.)

WARRANTY DEED Form 858
Wisconsin Legal Blank Company

Ref

893461

1114-381

Doc. 8, 1971

(continued from reverse side)

310.89 feet on the arc of said curve and the Southerly line of 16th Street to its point of tangency; thence S 89° 08' 18" E 113.93 feet to a point on the centerline of State Trunk Highway 31; thence S 15° 15' 26" W 103.48 feet on said centerline; thence S 11° 55' 25" W 27.45 feet on said centerline to a point on the South line of said Southwest 1/4; thence N 89° 08' 18" W 1150.62 feet on the South line of said Southwest 1/4 to the point of beginning of this description.

Containing 8.25 acres more or less.

Reserving therefrom the Easterly 70 feet in width for public highway purposes.

This Conveyance is not subject to a real estate transfer fee pursuant to the provisions of Section 77.25 (9) of the Wisconsin Statutes.

No. 893461

TO

Warranty Deed

This instrument should be immediately placed on file to avoid trouble and litigation.

Register's Office
Racine County, Wis.

Received for Record
22 SEP 1971
10:00 P.M. and recorded in Volume 1114
of RECORDS on page 382

Stanley J. Bialoski
Register of Deeds

3.00

Return to

WISCONSIN LEGAL BLANK COMPANY
MILWAUKEE, WISCONSIN

DOCUMENT NO.

STATE BAR OF WISCONSIN FORM 1--1982
WARRANTY DEED

THIS SPACE RESERVED FOR RECORDING DATA

1336251

This Deed, made between Lincoln Manor of Racine, Wisconsin, Inc., a Wisconsin not for profit corporation, a/k/a Lincoln Manor of Racine, Inc., Grantor, and Mt. Pleasant Evangelical Lutheran Church, a Wisconsin not for profit corporation, Grantee,

Register's Office } ss
Racine County, Wis.

Received for Record 16th day of April A.D. 1991 at 8:43 o'clock A.M. and recorded in Volume 2063 of Records on page 35

Sharon M. Schuttin
Register of Deeds

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

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

New Parcel: 008-03-22-13-151-010

From 17.00.01-008-03-13-151-010

Tax Parcel No:

That part of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Commence at a standard Racine County monument marking the Southwest corner of the said Southwest 1/4; run thence S 89° 08' 18" E 1391.28 feet on the south line of the Southwest 1/4 to the point of beginning of this description; continue thence S 89° 08' 18" E 278.68 feet to a point on the West line of S.T.H. "31"; thence N 11° 55' 25" E 43.17 feet on said West line; thence N 15° 15' 26" E 87.25 feet on said West line to a point on the South line of 16th Street; thence N 89° 08' 18" W 41.66 feet on the South line of said 16th Street to a point of curvature of a curve of Southwesterly convexity whose radius is 556.92 feet and whose chord bears N 78° 15' 58" W 210.09 feet; thence Northwesterly 210.36 feet on the arc of said curve and the Southerly line of 16th Street; thence S20° 52' 30" W 177.52 feet to the point of beginning. Subject to the rights of the public in and to S.T.H. "31", also subject to an easement for ingress and egress over the Westerly 33' in width of the above described lands.

Wisconsin Real Estate Transfer Tax \$ 189.04

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

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

And, grantor warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except Municipal and zoning ordinances, recorded easements for public utilities, recorded building and use restrictions.

and with warrant and defend the same.

Dated this 18th day of May, 1991
LINCOLN MANOR OF RACINE, WISCONSIN, INC.

(SEAL) BY: [Signature] (SEAL)

W. H. Riegelman, President

(SEAL) [Signature] (SEAL)

Jayne A. Stoffens, Secretary

AUTHENTICATION

Signature(s) [Signature]

authenticated this 18th day of May, 1991

Robert G. Riegelman

TITLE: MEMBER STATE BAR OF WISCONSIN

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

THIS INSTRUMENT WAS DRAFTED BY

Robert G. Riegelman

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

ACKNOWLEDGMENT

STATE OF WISCONSIN

County, } ss.

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.....

EXC

1336251

2063-35

April 16, 1991

VOL. 1244 PAGE 478

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

OK
948311

This award of damages is made pursuant to a relocation order of the State of Wisconsin Department of Transportation, Division of Highways, dated AUGUST 28 1974, and filed in the office of the County Clerk of Racine County, for the improvement of State Trunk Highway 31 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: Lincoln Lutheran Home of Racine, Wisconsin, Inc.

The interest acquired by this award is for

See attached Page 2 for Legal Description.

1244-478

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on See Page 2 is

The State 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

Eight hundred and no/100

Dollars (\$ 800.00), for the acquisition of said parcel of real estate and/or interests therein as hereinbefore set forth.

RECEIVED FOR RECORD

STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

DAY OF _____
A.D. 1974 AT _____
O'CLOCK _____ M. AND RECORDED IN VOL. _____
OF _____ PAGE _____

B. E. Behrman
Highway Commission Secretary

Pursuant to authority granted by motion duly made,
seconded, and adopted on OCT 28 1974
Date

REGISTER OF DEEDS
COUNTY _____

This instrument was drafted by the State of Wisconsin
Department of Transportation, Division of Highways.

Project 2390-1-21

Parcel No. 27

NOV. 11, 1974

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

That part of Section 13, Township 3 North, Range 22 East described in Volume 1033 of Racine County Records on Page 537, lying between the following described reference line of S.T.H. 31, a line 60.00 feet westerly of, as measured normal to, and parallel with said reference line and lying north of the north right of way line of 16th Street.

Said reference line begins at a point 916.98 feet North 89° 08' 17" West and 49.49 feet South 11° 55' 02" West of the southeast corner of the southwest one-quarter of said Section 13, as measured along and from the south line of said southwest one-quarter; said point being a point of curve (from said point the long chord bears North 13° 36' 21" East 225.10 feet and the radius bears South 78° 04' 58" East 3819.72 feet); thence north-easterly along the arc of a 1° 30' curve to the right 225.13 feet; thence North 15° 17' 40" East 1653.57 feet.

This parcel contains 0.08 Acre, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

Also a Limited Highway Easement for the right to construct cut and/or fill slopes, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Racine County, State of Wisconsin, described as: a strip of land 10 feet in width lying westerly of and adjacent to the above described parcel.

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

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on DEC 31 1974. However, at the sole discretion of the State of Wisconsin, said parcel and/or interests therein may be reasonably occupied after the date of acquisition by utility companies for the purpose of adjusting their facilities to accommodate the proposed highway construction.

Register's Office } 948311
Racine County, Wis. } SS.
Received for Record 11-21 day of
November A.D. 1974
at 11:00 A.M. and recorded in Volume
of Records on page 478-479

Stanley J. Bialicki
Register of Deeds

3.00

Vol 1244 PAGE 479

DOCUMENT NO.

868727

QUIT CLAIM DEED
STATE OF WISCONSIN—FORM 11
THIS SPACE RESERVED FOR RECORDING DATARegister's Office
Racine County, Wis.

Received for Record 8th day of

June A.D. 1970 at 3:47

o'clock P. M. and recorded in Volume 1053

of 100.00 on page 537.

Stanley F. Bialecki

2:00 Register of Deeds

RETURN TO

HEPT, COATES

THIS INDENTURE, Made this 6th day of June
A. D. 1970, between Mabel Sewellpart Y of the first part, and
Lincoln Lutheran Home of Racine, Wisconsin, Inc.,
a corporation

part Y of the second part.

Witnesseth, That the said part Y of the first part, for and in consideration
of the sum of One (\$1.00) Dollar and other good and
valuable consideration.Dollars, to her In hand paid by the said part Y of the second part, the receipt whereof is hereby
confessed and acknowledged, in E. given, granted, bargained, sold, remised, released, and quit-claimed, and by these presents E. gives,
grant, bargain, sell, remise, release and quit-claim unto the said part Y of the second part, and to its successors and assigns forever, the
following described real estate, situated in the County of Racine and State of Wisconsin, to-wit:

That part of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, bounded as follows: Commence at the Southwest corner of the said Southwest 1/4; run thence South 89°08'18" East 1741.29 feet on the South line of said Southwest 1/4 to a point in the center line of State Trunk Highway 31; thence North 11°55'25" East 27.45 feet on said center line; thence North 15°15'16" East 332.96 feet on said center line; thence North 89°08'18" West 1845.80 feet parallel with the South line of said Southwest 1/4 to a point in the West line of said Southwest 1/4; thence South 1°50'09" East on said West line 349.84 feet to the place of beginning. Said land being in the Town of Mt. Pleasant, Racine County, Wisconsin.

Said real estate is also known as the South 15 acres of that part of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, which lies West of the Highway running Northerly and Southerly through said Section. Said land being in the Town of Mt. Pleasant, Racine County, Wisconsin.

Fee Exempt 77.25 #3

* This is a corrective deed. This deed is given to correct a deed between the same parties dated October 30, 1967 and recorded January 25, 1968 in Volume 972 of records page 376, document number 834011, Racine County records, which deed contained an error in designation of the grantee and further given to more accurately describe the real estate conveyed by said deed. This transaction is exempt under Section 77.25 (3).

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

In Witness Whereof, the said part Y of the first part has E. hereunto set her hand and seal this 6th day of June A. D. 1970.

SIGNED AND SEALED IN PRESENCE OF

Donald A. Butchart

Jean Witt

STATE OF WISCONSIN,

Racine

County,

6th

day of

June

A. D. 1970

Personally came before me, the
the above named Mabel Sewell

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



This instrument created by

Robert R. Hanzl

Donald A. Butchart

Notary Public Racine County, Wis.

My Commission Expires (is) permanent

868727

1053.537

June 8, 1970

pb 890016

ORDER ACCEPTING DEED AND LAYING OUT OF TOWN ROAD

WHEREAS LINCOLN LUTHERAN HOME OF RACINE, INC., a Wisconsin corporation, has dedicated to the TOWN OF MT. PLEASANT property hereinafter described for highway purposes; and

WHEREAS it is deemed necessary that a Town highway be laid out and maintained over said property;

NOW, THEREFORE, IT IS ORDERED that the Town of Mt. Pleasant, Racine County, Wisconsin, does hereby accept the dedication of the property hereinafter described for highway purposes, and does hereby order that a Town highway be laid out, improved and maintained over said property, subject, however, to the prior condition that said dedicator will have at its own expense constructed said public highway in accordance with the provisions of Chapter 12 of the Code of General Ordinances of said Town of Mt. Pleasant, and that said public highway shall not be opened for travel thereon until said construction shall have been completed and approved in accordance with said Chapter 12, all in accordance with the Statutes in such case made and provided, said property being described as follows:

That part of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Commence at the Southwest corner of Southwest 1/4 of Section 13; run thence N 01°50'09"W 234.32 feet on the West line of said Southwest 1/4 to the point of beginning of this description; continue thence N 01°50'09"W 111.93 feet on said West line of Southwest 1/4 to a point of curvature of a curve of Northwesterly convexity whose radius is 2164.12 feet and whose chord bears N 77°42'29"E 15.76 feet; thence Northeasterly on the arc of said curve 15.76 feet to a point on the North line of lands owned by Lincoln Lutheran Home of Racine Inc.; S 89°08'18"E 1338.35 feet on said North line to a point on a curve of Northeasterly convexity whose radius is 655.00 feet and whose chord bears S 61°19'20"E 95.23 feet; thence Southeasterly 95.31 feet on the arc of said curve to a point of reverse curvature of a curve of Southwesterly convexity whose radius is 545.00 feet and whose chord bears S 73°08'46"E 300.30 feet; thence Southeasterly 304.24 feet on the arc of said curve to its point of tangency; thence S 89°08'18"E 86.38 feet to a point on the centerline of State Trunk Highway 31; thence S 15°15'16"W 191.29 feet on said centerline;

thence N 89°08'18"W 72.27 feet to a point of curvature of a curve of Southwesterly convexity whose radius is 655.00 feet and whose chord bears N 72°31'49"W 347.36 feet; thence Northwesterly 351.57 feet on the arc of said curve to a point of reverse curvature of a curve of Northeasterly convexity whose radius is 545.00 feet and whose chord bears N 73°08'46"W; thence Northwesterly 304.24 feet on the arc of said curve to its point of tangency; thence N 89°08'18"W 590.83 feet to a point of curvature of a curve of Northwesterly convexity whose radius is 2054.12 feet and whose chord bears S 84°10'50"W 477.97 feet; thence Southwesterly 479.05 feet on the arc of said curve to its point of tangency; thence S 77°29'58"W 20.72 feet to the point of beginning of this description.
Containing 3.257 acres.

Dated this 6th day of October

, A.D. 1969.

Henry Rohner
HENRY ROHNER, Chairman

Robert F. White
ROBERT F. WHITE, Supervisor

Robert L. Lamparek
ROBERT L. LAMPAREK, Supervisor

TOWN BOARD

Attest:

Karmit C. Hansen
Karmit C. Hansen, Town Clerk

Filed this 6th day of October, A.D. 1969.

DEDICATION DEED

LINCOLN LUTHERAN HOME OF RACINE, INC., a Wisconsin corporation, in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, hereby dedicates to the TOWN OF MT. PLEASANT, County of Racine and State of Wisconsin, a municipal corporation, the following described premises:

That part of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Commence at the Southwest corner of Southwest 1/4 of Section 13; run thence N 01°50'09"W 234.32 feet on the West line of said Southwest 1/4 to the point of beginning of this description; continue thence N 01°50'09"W 111.93 feet on said West line of Southwest 1/4 to a point of curvature of a curve of Northwesterly convexity whose radius is 2164.12 feet and whose chord bears N 77°42'29"E 15.76 feet; thence Northeasterly on the arc of said curve 15.76 feet to a point on the North line of lands owned by Lincoln Lutheran Home of Racine, Inc.; thence S 89°08'18"E 1338.35 feet on said North line to a point on a curve of Northeasterly convexity whose radius is 655.00 feet and whose chord bears S 61°19'20"E 95.23 feet; thence Southeasterly 95.31 feet on the arc of said curve to a point of reverse curvature of a curve of Southwesterly convexity whose radius is 545.00 feet and whose chord bears S 73°08'46"E 300.30 feet; thence Southeasterly 304.24 feet on the arc of said curve to its point of tangency; thence S 89°08'18"E 86.38 feet to a point on the centerline of State Trunk Highway 31; thence S 15°15'16"W 131.29 feet on said centerline; thence N 89°08'18"W 72.27 feet to a point of curvature of a curve of Southwesterly convexity whose radius is 655.00 feet and whose chord bears N 72°31'49"W 347.36 feet; thence Northwesterly 351.57 feet on the arc of said curve to a point of reverse curvature of a curve of Northeasterly convexity whose radius is 545.00 feet and whose chord bears N 73°08'46"W; thence Northwesterly 304.24 feet on the arc of said curve to its point of tangency; thence N 89°08'18"W 590.83 feet to a point of curvature of a curve of Northwesterly convexity whose radius is 2054.12 feet and whose chord bears S 84°10'50"W 477.97 feet; thence Southwesterly 479.95 feet on the arc of said curve to its point of tangency; thence S 77°29'58"W 20.72 feet to the point of beginning of this description.
Containing 3.257 acres.

for the purpose of a public highway, and it does hereby for the same consideration release said Town from all damages by reason of the laying out and opening of said described public highway.

And the said LINCOLN LUTHERAN HOME OF RACINE, INC., a Wisconsin corporation, for itself and for its heirs, successors and assigns, hereby covenants, grants, bargains and agrees to and with the said Town of Mt. Pleasant, its successors and assigns, that it will (1) at its own expense, construct said public highway in accordance with the provisions of Chapter 12 of the Code of General Ordinances of the Town of Mt. Pleasant, and that (2) no parcel of land abutting upon such public highway will be sold until such public highway has been constructed and approved as provided in said Chapter 12.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 30th day of September, A.D. 1969.

LINCOLN LUTHERAN HOME OF RACINE, INC.,
a Wisconsin corporation

By: Richard Jensen

Attest: William McKenzie

In the Presence of:

Charles Lee

890016

Register's Office
Racine County, Wis.

Received for Record 1st day of October A.D. 1970 at 11 o'clock P. M. and recorded in Volume 1106 of Records on page 157-160

State of Wisconsin)

Racine County)

SS. Stanley J. Bialicki
Registrar of Deeds

Personally came before me this 30 day of September, A.D. 1969, the above named Richard Jensen and William McKenzie, to me known to be the

officers who executed the foregoing instrument and acknowledged the same.

This instrument drafted by

William E. Dye, Atty.

Marion MacKenzie
Notary public, Racine County, Wis.
My commission: 8-23-70

pb

992175

1357-437

Jan. 13, 1977

ORDER ACCEPTING DEED AND LAYING OUT OF TOWN ROAD

WHEREAS LINCOLN LUTHERAN HOME OF RACINE, WISCONSIN, INC., a Wisconsin corporation, and MT. PLEASANT LUTHERAN CHURCH, formerly known as Mt. Pleasant Evangelical Lutheran Church, and Racine County National Bank as Mortgagee, have dedicated to the TOWN OF MT. PLEASANT property hereinafter described for highway purposes; and

WHEREAS it is deemed necessary that a town highway be laid out and maintained over said property;

NOW, THEREFORE, IT IS ORDERED: That the Town of Mt. Pleasant, Racine County, Wisconsin, does hereby accept the dedication of the property hereinafter described for highway purposes, and does hereby order that a town highway be laid out, improved and maintained over said property, such subject, however, to the prior condition that said dedicators will have at their own expense constructed said public highway in accordance with the provisions of Chapter 12 of the Code of General Ordinances of said Town of Mt. Pleasant, and that said public highway shall not be opened for travel thereon until said construction shall have been completed and approved in accordance with said Chapter 12 all in accordance with the statutes in such case made and provided, said property being described as follows:

Description of lands to be dedicated for public highway purposes, located in the Northwest 1/4 of Section 24, Town 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin, as follows:

Commence at a standard Racine County monument, marking the Northwest corner of said Section 24; thence South 89°08'18" East along the North line of said Section 24, 1214.21 feet to a 3/4 inch iron pipe stake; thence South 00°51'42" West, 247.40 feet to the point of beginning; thence continue South 00°51'42" West, 66.00 feet; thence South 89°08'18" East, 404.69 feet to the West right-of-way line of State Trunk Highway "31"; thence North 11°55'25" East, along the West right-of-way line of State Trunk Highway "31", 67.24 feet; thence North 89°08'18" West, 417.57 feet to the point of beginning.

Said parcel contains 0.62 acres of land more or less.

992175

Register's Office
Racine County, Wis. } SE
Received for Record 13 day of January A.D. 1977 at 8:24
Clock 11 and recorded in Volume 1357
on page 237-440
Stanley J. Bialecki

Dated this 10th day of January

A.D. 1977

Vol. 1357 Page 438

George A. VanHaverbeke
GEORGE A. VANHAVERBEKE, Chairman

Melvin R. Harsche
MELVIN R. HARSCH, Supervisor

Mary Carrington
MARY CARRINGTON, Supervisor

Donald B. Anderson
DONALD B. ANDERSON, Supervisor

Robert T. White
ROBERT T. WHITE, Supervisor

TOWN BOARD

Attest:

Kermit C. Hansen
KERMIT C. HANSEN, Town Clerk



Filed this 10th day of January

A.D. 1977

DEDICATION DEED

LINCOLN LUTHERAN HOME OF RACINE, WISCONSIN, INC., a Wisconsin corporation, herein called "the Grantor Home" and MT. PLEASANT LUTHERAN CHURCH, formerly known as Mt. Pleasant Evangelical Lutheran Church, herein called "the Grantor Church"; in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, hereby dedicate to the TOWN OF MT. PLEASANT, County of Racine and State of Wisconsin, a municipal corporation, the following described premises:

Description of lands to be dedicated for public highway purposes, located in the Northwest 1/4 of Section 24, Town 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin, as follows:

Commence at a standard Racine County monument, marking the Northwest corner of said Section 24; thence South 89°08'18" East along the North line of said Section 24, 1214.21 feet to a 3/4 inch iron pipe stake; thence south 00°51'42" West, 247.40 feet to the point of beginning; thence continue south 00°51'42" West, 66.00 feet; thence South 89°08'18" East, 404.69 feet to the West right-of-way line of State Trunk Highway "31"; thence North 31°55'25" East; along the West right-of-way line of State Trunk Highway "31", 67.24 feet; thence North 89°08'18" West, 417.57 feet to the point of beginning.

Said parcel contains 0.62 acres of land more or less,

for the purpose of a public highway, and we do hereby for the same consideration release said Town from all damages by reason of the laying out and opening of said described public highway.

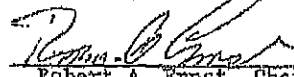
And the Grantor Home and the Grantor Church for themselves and their successors and assigns hereby covenant, grant, bargain and agree to and with the said Town of Mt. Pleasant, its successors and assigns, that they will (1) at their own expense, construct said public highway in accordance with the provisions of Chapter 12 of the Code of

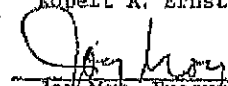
General Ordinances of the Town of Mt. Pleasant, and that (2) no parcel of land abutting upon such public highway will be sold until such public highway has been constructed and approved as provided in said Chapter 12.

RACINE COUNTY NATIONAL BANK, a banking corporation
and Mortgagee of the above described premises also joins in this
Dedication Deed.


IN WITNESS WHEREOF, we have hereunto set our hands
and seals this 8th day of December A.D. 1976.

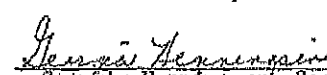
LINCOLN LUTHERAN HOME OF RACINE,
WISCONSIN, INC.


Robert A. Ernst, Chairman

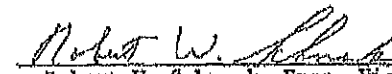

Joy Moy, Executive Director

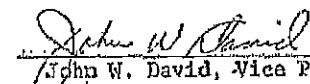
MT. PLEASANT LUTHERAN CHURCH


Robert A. Ernst, President


Georgia Henningsen, Secretary

RACINE COUNTY NATIONAL BANK


Robert W. Schmack, Exec. Vice President


John W. David, Vice President

Signatures of Robert A. Ernst, and Joy Moy, Chairman and Executive
Director, respectively, of Lincoln Lutheran Home of Racine, Wis-
consin, Inc.; and Robert A. Ernst and Georgia Henningsen, President
and Secretary, respectively, of Mt. Pleasant Lutheran Church; and
Robert W. Schmack and John W. David, Executive Vice President
and Vice President, respectively, of Racine County National
Bank, authenticated this 8th day of December, 1976.


Charles M. Constantine
Member State Bar of Wisconsin

This instrument was drafted by
William E. Dye
Attorney at Law

1380885

DEDICATION DEED

P/O R/S:
Dye
#35

LINCOLN LUTHERAN OF RACINE WISCONSIN, INC. in consideration of One Dollar (\$1.00) and other good and valuable in hand paid, the receipt of which is hereby acknowledged, hereby dedicates to the TOWN OF MT. PLEASANT, County of Racine and State of Wisconsin, a municipal corporation, the following described premises:

Lincoln Lutheran of Racine Wisconsin, Inc.
Parcel No. 03-22-13-151-000

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

Commence at the Southwest corner of said Southwest 1/4 of Section 13; thence N01° 50' 09"W 349.84 feet along the West line of said Section 13; thence S89° 08' 18"E 1353.86 feet, parallel to the South line of said Section 13, to the North line of the 16th Street right-of-way and a point on a curve of Northeasterly convexity whose radius is 655.00 feet and whose chord bears S61° 19' 21"E 95.23 feet; thence Easterly along the arc of said curve and the Northerly line of 16th Street, 95.31 feet to the point of beginning of this description and to a point of reverse curvature of a curve of Southwesterly convexity whose radius is 545.00 feet and whose chord bears S73° 08' 46"E 300.30 feet; thence Southeasterly 304.24 feet along the arc of said curve and the Northerly line of 16th Street; thence S89° 08' 18"E 22.13 feet to the West line of S.T.H. "31"; thence N15° 17' 40"E 15.34 feet along the West line of S.T.H. "31"; thence N89° 08' 18"W 77.89 feet to a point on a curve of Southwesterly convexity whose radius is 446.92 feet and whose chord bears N73° 08' 45"W 246.26 feet; thence Westerly along the arc of said curve 249.49 feet to the point of beginning. (See Exhibit "A")

for the purpose of a public right of way.

100 Exempt 77.21 #2R

REGISTER'S OFFICE
RACINE COUNTY, WI) SS
RECORDED

'92 JUN 25 P1:29

VOL 2163 PAGE 219-221
REGISTER
OF DEEDS

VOL 2163 PAGE 219

IN WITNESS WHEREOF, LINCOLN LUTHERAN OF RACINE WISCONSIN, INC. does hereby execute this document by its proper officers, such act being duly authorized as the corporate act of the Grantor, this 5th day of June, 1992.

LINCOLN LUTHERAN OF RACINE WISCONSIN, INC.

By: [Signature]
Robert G. Riegelman, President

Attest:

[Signature]
William F. Rayne, Secretary

STATE OF WISCONSIN)
 SS.
RACINE COUNTY)

Personally came before me this 5th day of June, 1992, the above named Robert G. Riegelman, President, and the above-named William F. Rayne, Secretary of Lincoln Lutheran of Racine Wisconsin, Inc., to me known to be the officers who executed the foregoing instrument and acknowledging same.

[Signature]
Notary Public, Racine County, Wisconsin.
Dorothy A. Stocks
My commission is/expires: 1/1/95.

This instrument drafted by
William E. Dye,
Attorney at Law.

VOL **2163** PAGE **220**

Exhibit No. 68

I.D.O. 449 Racine - MO 51-5019
FORM 895-3-1000-3-68-508P, U.G.

FOR AND IN CONSIDERATION of the sum of One and No/100 Dollars (\$1.00)

to it paid, the receipt whereof is hereby acknowledged, LINCOLN LUTHERAN HOME OF
RACINE, INC., a corporation,

grantor, does hereby give and grant to

WISCONSIN ELECTRIC POWER COMPANY, and
their successors and assigns, the right, permission and authority to construct, install, operate, main-
tain and replace conduit and cables underground and ~~over~~ ^{on} ~~the~~ ^{the} premises for the purpose of transmitting
electrical energy for light, heat, power and signals, or for such other purpose as electric current is now or
and for telephone service,

may hereafter be used upon, in and under, the south six (6) feet of its premises in the
Southwest one-quarter (SW¹/₄) of Section Thirteen (13), Township Three (3) North, Range
Twenty-two (22), East, Town of Mount Pleasant, Racine County, Wisconsin; said premises
being more particularly described in that certain Warranty Deed recorded in this office
of the Register of Deeds for Racine County in Volume 972 of Deeds on Page 376 as Document
No. 834011; also the right to construct, install, operate, maintain and replace an
electric pad-mounted transformer enclosure together with a concrete slab, transformer,
secondary power and communication pedestal and other necessary and usual appurtenant
equipment, all for the aforesaid purposes, in the above described premises area.

Also the foregoing shall be as shown on the map or maps attached hereto marked Exhibit A and under
purchase.

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

IN WITNESS WHEREOF, the said LINCOLN LUTHERAN HOME OF RACINE, INC.

has caused these presents to be signed
by its President and countersigned by its Secretary
and its corporate seal hereunto affixed this 5th day of December, 1969

In Presence of:

Dexter D. Black
Dexter D. Black

LINCOLN LUTHERAN HOME OF RACINE, INC.
By *Richard Jensen*
Richard Jensen

COUNTERSIGNED:

By *William McKinzie*
William McKinzie

Denise Bowman
Denise Bowman

STATE OF WISCONSIN } ss.
Racine County }

Personally came before me this 5th day of December, 1969,

Richard Jensen President

and William McKinzie

Secretary, of the above named corporation, to me known to be the persons
who executed the foregoing instrument and to me known to be such President and
Secretary of said corporation, and acknowledged

that they executed this foregoing instrument as such officers, as the deed of said
corporation, by its authority.

11/11/69	11/11/69
11/11/69	11/11/69
11/11/69	11/11/69
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11/11/69	11/11/69
11/11/69	11/11/69
11/11/69	11/11/69
11/11/69	11/11/69

Dexter D. Black
Dexter D. Black
Notary Public, Racine County, Wis.

My commission expires permanent

This instrument was drafted by W. C. Partridge on behalf of Wisconsin Electric Power Company.

Vol 1042 Page 313

64028

1042-313

Jan. 26, 1970

151-010
151-000
150-000

Doc. No. 864028

LINCOLN LUTHERAN HOME OF RACINE,
INC.

vs. 1042 PAGE 314

TO
WISCONSIN ELECTRIC
POWER COMPANY and
WISCONSIN TELEPHONE COMPANY

EASEMENT

Underground rights in and under premises
in the S½ of Sec. 13-2-22, Town of Mount
Pleasant, Racine County, Wisconsin.

Register's Office
Racine County, Wis. 188.

Received for Record 26th day of
January A.D., 1920 at 11:03
o'clock A.M. and recorded in Volume 1042
of Records on page 313-314

Stanley F. Bialecki
Register of Deeds

2-20
I.D.O. 38-- 149--Racine
Chg./Accl. WO 51-5019



Return to O. F. KOSKE
Real Estate Dept., 221 W. Michigan St.
MILWAUKEE, WIS. 53201

DOCUMENT NO.

334011

972 PAGE 376

THIS INDENTURE, Made this 23rd day of May, 1967, between Mabel Sewell of Racine, Wisconsin,

part y of the first part and Lincoln Lutheran Home of Racine, Inc.

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

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

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

All that certain piece or parcel of land situate in the Town of Mount Pleasant, County of Racine, State of Wisconsin, known and described as the South 15/40 of the South 40 acres of that part of the Southwest 1/4 of Section 13, Township 3 North, of Range 22 East, that lies West of the highway running Northerly and Southerly through said Section 13, comprising 15 acres more or less.

Together with all and singular the hereditaments and appurtenances thereto belonging or in any way appertaining and all the estate, right, title, interest, claim or demand whatsoever, of the said party 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 party of the second part, and to its successors and assigns FOREVER.

And the said Mabel Sewell

for herself, her heirs, executors and administrators, do give, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the executing and delivery of these presents she is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, except general real estate taxes for the year 1967; special assessments assessed after May 24, 1967; and restrictions imposed by public authority upon use and occupancy.

and that the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, she will forever WARRANT AND DEFEND. In Witness Whereof, the said party y of the first part has hereunto set her hand and seal this 23rd day of May, 1967.

SIGNED AND SEALED IN PRESENCE OF

Donald A. Butchart

Jean Witt

Jean Witt

STATE OF WISCONSIN, Racine County, ss.

Personally came before me, this 23rd day of May, 1967, the above named Mabel Sewell

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



This instrument drafted by

Donald A. Butchart

Notary Public, Racine County, Wis.

My Commission Expires (to) permanent

(Section 52.51 (1) of the Wisconsin Statutes provides that instruments to be recorded shall have attached and

WARRANTY DEED - To Corporations
STATE OF WISCONSIN - FORM 4
THIS SPACE RESERVED FOR RECORDING DATA
Register's Office
Racine County, Wis. } ss.

Received for Record 2:54 PM of May 23, 1967, A.D., 1967 at 2:54 PM and recorded in Volume 196 of Racine County, Wis. on page 376

Stanley J. Bielacki
Register of Deeds

RETURN TO 200

DEXTER D. BLACK

334011

972-376

Jan 25, 1968

951892

1254-39

Feb. 17, 1975

R.O. 660-49

State of Wisconsin Department of Transportation

CONVEYANCE OF RIGHTS IN LAND BY PUBLIC UTILITY

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of
One and 00/100 Dollars (\$1.00)

and other good and valuable considerations
acknowledged hereby to be in full payment of the rights hereby conveyed, and all damages, including the
relocation or other alteration of certain transmission lines and supporting structures, except as here-
inafter further provided,

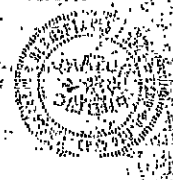
WISCONSIN TELEPHONE COMPANY

grantee, does hereby grant unto the State of Wisconsin, grantee, an easement, and the right to cross,
traverse, or otherwise occupy with a public highway certain lands upon or over which the grantor,
other than through the occupancy of a public highway or street, holds prior rights by virtue of title,
easement, license, or other legal device.

The said lands are situated within the Town of Mount Pleasant

Madison County, Wisconsin, and are shown on the map filed by the grantee with the
County Highway Committee and the County Clerk of the said county as required by Section 34.59 (1),
Wisconsin Statutes, and are described as follows, to wit:

All those portions of the lands subject to the following Grantor's easements for
communication lines in the SE 1/4 - SW 1/4 of Section 15, Township 3 North, Range
22 East, and the NE 1/4 - NW 1/4 of Section 24, Township 3 North, Range 22 East,
which are contained within the new highway right of way as shown on the Plat of
Right of Way Required for Project 2390-1-21 dated September 3, 1974, the Racine
South County Line - S.T.N. 32 Road (S.T.N. 11 to S.T.N. 20 Section), S.T.N. 31,
Racine County, State of Wisconsin; said easements being recorded in the Register's
Office in and for Racine County in Volume 479 of Deeds on Page 667 as Document
Number 539375, Volume 1042 of Records on Pages 311, 312 and 313 as Document Numbers
854427 and 864028, and Volume 479 of Deeds on Page 671 as Document Number 539377.



This grant is made for the purposes of constructing, operating, and maintaining a public highway
and appurtenant facilities on, over, under, or across the said lands.

The grantor reserves to itself the right to cross, traverse, or otherwise occupy those lands with
the present and future overhead or underground transmission lines and appurtenant facilities, and with
supporting structures in a manner not inconsistent with the purposes of this grant, and in a manner as will
not interfere with normal highway maintenance and operation, provided, however, that the costs of any
relocation or alteration of the said transmission lines, appurtenant facilities, or supporting structures
when required by the grantor to accommodate expanded or additional highway facilities on or across
the said lands, will be paid by the grantee, and provided further that the costs of such relocation or altera-
tion, or of the installation of new or additional facilities when deemed the instance of and for the pur-
poses of the grantor, will be defrayed by the grantors.

DOCUMENT DRAFTED BY
WISCONSIN TELEPHONE COMPANY
Project 2390-1-21 By Joan Dalton, Attorney

Vol. 1254 - PAGE 39
Paid No. 118

This grant shall be binding on the grantor, his heirs and their successors or assigns.

WITNESS the hand and seal of the grantor this 24 day of October, 1974.

In Presence of

Kathleen S. Weiland
Kathleen S. Weiland

By William J. Haase
William J. Haase
(Title) Chief Engineer

By Authorized pursuant to Order of the
Wis. Stat.
(Title)

State of Wisconsin
Milwaukee County } SS.

On this 24 day of October, A.D. 1974, before me, the undersigned, personally appeared William J. Haase

-and-

to me personally known, who being by me duly sworn, did say that they are respectively the

President and Chief Engineer of Wisconsin Telephone Company

a Wisconsin Corporation, and that the seal affixed to the foregoing 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 said William J. Haase and Kathleen S. Weiland severally acknowledged said instrument to be the free act and deed of said Corporation.

My commission expires March 7, 1976.

951892

TO
STATE OF WISCONSIN

Conveyance of Rights
in Land by Public Utility

Register of Deeds Office
Keweenaw County, Wis.

Received for record 10/24/74

A.D. 1974 at 8:34

and recorded in Vol. 100

of Records on page 304

300 Stanley F. Beckwith

Register of Deeds

DEPT. OF TRANS.

P.O. Box 649

310 S. WEST AVE.

WANTERSA, WIS.

This grant shall be binding on the grantor, grantee, and their successors or assigns.

WITNESS the hand and seal of the grantor this 17th day of January, 1975.

In Presence of

Judy Rosmanish

Dorothy Rosmanish

Cynthia Shurba

Cynthia Shurba

WISCONSIN ELECTRIC POWER COMPANY

By Sol Burstein
(Title) Executive Vice President

By H. L. Warbanek
(Title) Secretary

State of Wisconsin

Waukesha County, SS

On this 17th day of January, A.D. 1975, before me, the undersigned, personally appeared Sol Burstein

and H. L. Warbanek

to me personally known, who being by me duly sworn, did say that they are respectively Executive Vice President and Secretary of WISCONSIN ELECTRIC POWER COMPANY

that the seal affixed to the foregoing instrument is the corporate seal of said Corporation; that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors;

and said Sol Burstein and H. L. Warbanek severally acknowledged said instrument to be the free act and deed of said Corporation.

My commission expires Nov. 9, 1975.

Thomas R. Hamilton Notary Public

Waukesha County

553398

To

STATE OF WISCONSIN

Conveyance of Rights
in Land by Public Utility

Register of Deeds Office

Racine County, Wisc. SS

Received for record 25th March

A.D., 1975, at 8:23 o'clock

A.M., and recorded in Vol. 1252

of Records on Page 454-455

3:00 Waukesha, Wis.

Register of Deeds

WIS. DEPT. TRANS.

P.O. Box 649

WAUKESHA, WISC.

53186

THIS INDENTURE made this 19th day of May, A.D. 1971, between Lincoln Lutheran Home of Racine, Inc.,

part Y of the first part, and TOWN OF MT. PLEASANT, Racine County, Wisconsin, a municipal corporation, duly organized and existing under and by virtue of the laws of the State of Wisconsin, party of the second part;

WITNESSETH:

That for and in consideration of the sum of \$1.00 and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, the party of the first part have this day bargained and sold and by these presents do bargain, sell, convey, transfer and deliver unto the party of the second part, its successors and assigns forever, a permanent easement and right of way and a temporary easement during the period of construction, including the perpetual right to enter upon the real estate hereinafter described at any time that it may see fit, and construct, maintain, use and repair underground pipe lines and mains for the purpose of conveying sewage across, through and under the real estate hereinafter described, together with the right to excavate and refill ditches and/or trenches for the location of said pipe lines and mains, and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction, use and maintenance of said pipe lines and mains.

The real estate affected by the grant of this permanent easement and right of way is located in the Town of Mt. Pleasant, County of Racine, and State of Wisconsin, and is more particularly described as follows:

Description of lands for utility easements located in the Southwest 1/4 of Section 13, Town 3 North, Range 22 East, Racine County, Wisconsin, as follows:

A twenty (20) foot easement the centerline of which is described as commencing at the Southwest corner of the Southwest 1/4 of Section 13, T3N R22E, run thence S89°-08'-18"E, 590.67 feet along the South line of said Section 13 to a point; run thence N00°-51'-42"E, 294.45 feet to a point on the South line of 16th Street; run thence S89°-08'-18"E, 10 feet along the South line of 16th Street to the point of beginning; run thence S00°-51'-42"W, 153 feet to a point; run thence S89°-08'-18"E, 685 feet to a point; run thence S60°-48'-18"E, 110 feet to the point of ending of this description.

The real estate affected by the grant of this temporary easement covers such land adjacent to the above described permanent easement and right of way as may be required during the period of construction.

TO HAVE AND TO HOLD said permanent easement and right of way unto the party of the second part and unto its successors and assigns forever.

Parties of the first part for themselves and their heirs, executors, administrators, successors and assigns, do hereby covenant with the party of the second part, its successors and assigns forever, that it is lawfully seized and possessed of the real estate above described and that it has good and lawful right to convey it or any part thereof and that it is free from all encumbrances, except as follows:

and that they will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

884303

1092.553

June 21, 1971

VOL 1092 PAGE 554

As a part of the consideration for this grant, the parties of the first part for themselves and their heirs, executors, administrators, successors and assigns, do hereby release any and all claims for damage from whatsoever cause incidental to the exercise of the rights herein granted.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals on the day hereabove written.

LINCOLN LUTHERAN HOME OF RACINE, INC.

Dexter Black
Dexter Black, President

Carl Thöley
Carl Thöley, Treasurer

Frank Vorpahl
Frank Vorpahl, Secretary

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Signed and Sealed in the
Presence of:

Marilyn K. LeRette
Marilyn K. LeRette
Frances O. Erick
Frances O. Erick

State of Wisconsin)
Racine County) SS.

Personally came before me this 19th day of May
A.D. 1971, the above named Dexter Black, President, Carl Thöley, Treasurer,
and Frank Vorpahl, Secretary of Lincoln Lutheran Home of Racine, Inc.,
to me known to be the person who executed the foregoing instrument and
acknowledged the same.

Frances O. Erick
Notary Public, Racine County, Wisconsin
Frances O. Erick
My Commission expires: Sept. 9, 1973

This instrument drafted by
William E. Dye, Attorney at Law.

884303

Register's Office }
Racine County, Wis. } SS.
Received for Record 21st day of
June A.D. 19 71 at 8:19
o'clock A.M. and recorded in Volume 1092
of Records on page 553-554

Stanley F. Bialecki
Register of Deeds

3.00

923921

1187-61

July 5, 1973

EASEMENT AGREEMENT

This Agreement made this 5th day of July, 1973 by and between Lincoln Manor of Racine, Wisconsin, Inc., a Wisconsin corporation hereinafter referred to as "Manor", Lincoln Lutheran Home of Racine, Inc., a Wisconsin corporation hereinafter referred to as "Home", and Mt. Pleasant Evangelical Lutheran Church, a Wisconsin religious society hereinafter referred to as "Church",

WITNESSETH:

WHEREAS, Manor is the owner of the following described real estate, to-wit:

That part of the South West One-quarter (1/4) of Section Thirteen (13); Township Three (3) North, Range Twenty-two (22) East, bounded as follows: Commence at the South West corner of the said South West 1/4; run thence South 89° 08' 18" East 390.67 feet on the south line of said South West 1/4 to the point of beginning of this description; run thence North 00° 51' 42" East 294.45 feet to a point on the south line of 16th Street; thence South 89° 08' 18" East 484.01 feet to a point of curvature of a curve of Northeasterly convexity whose radius is 548.00 feet and whose chord bears South 73° 08' 46" East 300.30 feet; thence Southeasterly 304.24 feet on the arc of said curve and the southerly line of 16th Street to a point of reverse curvature of a curve of southwesterly convexity whose radius is 556.01 feet and whose chord bears South 73° 08' 46" East 306.87 feet; thence Southeasterly 310.89 feet on the arc of said curve and the southerly line of 16th Street to its point of tangency; thence South 89° 08' 18" East 113.93 feet to a point on the centerline of State Highway Trunk 31; thence South 15° 15' 26" West 103.48 feet on said centerline; thence South 11° 55' 25" West 27.45 feet on said centerline to a point on the south line of said South West 1/4; thence North 89° 08' 18" West 1150.62 feet on the south line of said South West 1/4 to the point of beginning of this description, said land being in the Town of Mt. Pleasant, County of Racine, State of Wisconsin.

hereinafter referred to as the Manor Parcel, and

1187-61

923921
Registar's Office
Racine County, Wis.
Recorded
544
6.0, 1973
1187
Rec'd
on Page 61-67
\$5.00

WHEREAS, Home is the owner of the following described real estate, to-wit: .

VOL 1187 PAGE 62

The North 1/2 of that part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East, bounded as follows: Begin at the Northwest corner of said Northwest 1/4; run thence South 17 chains 63-1/2 links; thence East 22 chains 11 links to the center of the highway known as the United States Road; thence Northeasterly in the center of said road to the North line of said Section 24; thence West along the North line of said Section to the place of beginning. Said land being in the Town of Mt. Pleasant, Racine County, Wisconsin. Excepting therefrom the Church parcel hereinafter described.

also,

All that certain piece or parcel of land situate in the Town of Mt. Pleasant, County of Racine, State of Wisconsin, known and described as the South 15/40 of the South 40 acres of that part of the Southwest 1/4 of Section 13, Township 3 North, of Range 22 East, that lies West of the highway running Northerly and Southerly through said Section 13, comprising 15 acres more or less. Excepting therefrom the Manor parcel above described.

which property is hereinafter referred to as the Home parcel, and

WHEREAS, Church has this day purchased from Home and is the owner of the following described real estate, to-wit:

That part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Begin at a 3/4 inch diameter iron pipe stake on the North line of said Section 24 at a point S89° 08' 18"E 1214.21 feet from a standard Racine County monument marking the Northwest corner of said Section; run thence S89° 08' 18" E 493.46 feet to a 3/4 inch diameter iron pipe stake; continue thence S89° 08' 18"E 23.62 feet to the centerline of Wisconsin State Trunk Highway 51; run thence S 11° 55' 26"W 285.71 feet on the centerline of said highway; thence N89° 08' 18"W 33.62 feet to a 3/4 inch diameter iron pipe stake; continue thence N89° 08' 18" W 433.64 feet to a 3/4 inch diameter iron pipe stake; thence N00° 51' 42"E 280.40 feet to the point of beginning. Containing 3.00 acres exclusive of highway right of way.

hereinafter referred to as the Church parcel, and

WHEREAS, by virtue of the provisions of Paragraph 4 A, B, and C of that certain Agreement of Purchase and Sale between Home and Church dated October 24, 1972, it was agreed that Church would be granted certain easement rights over the Manor Parcel, and

WHEREAS, the parties desire to reduce said easement agreement to a separate written document.

NOW THEREFORE, in consideration of the premises and the sum of \$3,250.00 in hand paid by Home to Manor, it is agreed by and between the parties hereto, as follows:

FIRST. Manor hereby grants to Church a perpetual, non-exclusive easement for ingress and egress over that portion of the Manor Parcel described as follows, 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 a point on the southline of said Section 13 located S89° 08' 18" W 1391.28 feet from a standard Racine County monument marking the Southwest corner of said Section; run thence N20° 52' 30" E 177.52 feet to a point on a curve of Southwesterly convexity whose radius is 858.92 feet and whose chord bears S68° 05' 30" E; thence southeasterly 83.01 feet on the arc of said curve and the Southerly line of 16th Street; thence S20° 52' 30" E 165.48 feet; thence N89° 08' 18" W 25.12 feet to the point of beginning.

SECOND. Church shall, at its sole expense, construct and maintain in good condition a road within the easement area which shall connect the Church Parcel and 16th Street and shall be located as close to the Westerly boundary of the easement as feasible after due consideration to the location and use of buildings to be constructed on the "Church Parcel". The remaining portion of the easement should be properly landscaped and maintained by Church.

THIRD.

VEL 1187 PAGE 64

Church shall construct said road with curb and gutter and surface same with blacktop, and the construction of said road shall be fully completed within one year after completion of a church building upon the Church Parcel or this easement shall become null and void and of no further force and effect.

FOURTH.

The easement herein granted is non-exclusive and said easement and the road to be constructed thereon shall be for the mutual benefit of and may be used by all employees, agents, residents, visitors to and frequenters of the Church, Home and Manor parcels as a means of ingress and egress between 16th Street and the parcels adjacent to and abutting the easement, but such rights shall not give employees, agents, residents, visitors to and frequenters of the Home and Manor parcels any right to enter upon or across the Church Parcel itself. To facilitate this provision, Home and Manor shall have the right to make such curb cuts as they deem necessary for reasonable access to their properties.

FIFTH.

The Church may install and maintain to the extent necessary for its use and enjoyment of the Church Parcel, sewer and water laterals and mains beneath the 33 foot easement hereinabove described, which sewer and water laterals and mains will connect the Church Parcel to public sewer and water services in 16th Street.

SIXTH.

The Church may enter upon the Manor Parcel to make and maintain connections between the Church Parcel and any sewer, water, gas, electric, telephone and cable T. V. services installed over, upon and beneath the Lincoln Manor Parcel, provided, however, that upon completion of such connections, the Church shall restore the Manor Parcel to the condition it was prior to entry thereon, and the making of such connections.

SEVENTH.

Church agrees that it will indemnify and save harmless Manor, Home and their respective successors and assigns from all claims, damages and liabilities arising from and in connection with any failure on its part to maintain the road and easement in as reasonably-safe a condition as the nature thereof shall reasonably permit, or its failure to comply with any other requirements of this grant.

EIGHTH.

In the event Church shall fail to maintain said road or easement as herein required, for a period of ninety (90) days after written notice of such failure, the Home or Manor shall have the option to make such repairs at the expense of Church or to close said road and easement for use until such time as such maintenance shall be performed.

NINTH.

This Easement Agreement is in fulfillment of and therefore supersedes the provisions of Paragraphs 4, A., B., and C. of the Agreement of Purchase and Sale dated October 24, 1972 between Home as Seller and Church as Buyer. Except as herein modified said Agreement of Purchase and Sale shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

LINCOLN MANOR OF RACINE, WISCONSIN, INC.

By Richard Jensen
Richard Jensen, Vice-President

Attest:

Duane Kramer Secretary

LINCOLN LUTHERAN HOME OF
RACINE, WISCONSIN, INC.

MT. PLEASANT EVANGELICAL
LUTHERAN CHURCH, L. C. A.

FYDL 1187 PAGE 66

By Robert A. Ernst, Vice President

Robert A. Ernst, President

Attest:

L. Frank Vorpahl, Secretary

Laverne Sorenson, Secretary

Signatures of Richard Jensen and

and

Duane Kramer

President and Secretary respectively

of Lincoln Manor of Racine, Wisconsin, Inc., authenticated this 4th day

of July, 1973.

Robert G. Riegelman

Member of State Bar of Wisconsin

Signatures of Robert A. Ernst and L. Frank Vorpahl, President and
Secretary respectively of Lincoln Lutheran Home of Racine, Wisconsin, Inc.

authenticated this 5th day of July, 1973.

Robert G. Riegelman

Member of State Bar of Wisconsin

Signatures of Robert A. Ernst and

and

Laverne Sorenson

President and Secretary respectively.

of Mt. Pleasant Evangelical Lutheran Church, L. C. A., authenticated
this 5th day of July, 1978.

Robert G. Riegelman
Member State Bar of Wisconsin

A. L. Grootemaat & Sons, Inc., being owner of the first mortgage
covering this property hereinabove described as the Manor Parcel, which
mortgage is dated November 1, 1971 and was recorded in the office of the
Register of Deeds for Racine County, Wisconsin on November 2, 1971 in
Volume 1110 of Records at page 178 as Document No. 891889 hereby
consents to the execution of the above Easement Agreement by Lincoln
Manor of Racine, Wisconsin, Inc. and further hereby subordinates its
mortgagee's interest in said Manor Parcel to the easement and agreement
providing, however, A. L. Grootemaat & Sons, Inc.
therein contained, / does not subordinate its mortgagee's interest in
said Manor Parcel to the provisions of the sixth
paragraph of the agreement.
IN WITNESS WHEREOF, the said corporation has caused these
presents to be duly executed this 3rd day of July, 1978.

A. L. GROOTEMAAT & SONS, INC.

By R. C. Eschweiler
R. C. Eschweiler, Vice President

Attest David G. Krill
David G. Krill, Assistant Secretary

Personally came before me this 3rd day of July,

1978 the above named R. C. Eschweiler and David G. Krill

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

Charles Heshlowski
Notary Public, Racine County, Wisconsin
My Commission expires 8/22/76

VC 1187 PAGE 67

This instrument was drafted by: Robert G. Riegelman

DOCUMENT # 2400605
RACINE COUNTY REGISTER OF DEEDS
February 18, 2015 9:55 AM

Document Number

LIS PENDENS
Title of Document

[Handwritten signature]

TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00
Pages: 2



Recording Area

Name and Return Address
Christopher J. Murray, Esq.
Beck, Chaet, Bamberger & Polsky, S.C.
Two Plaza East, Suite 1085
330 East Kilbourn Avenue
Milwaukee, WI 53202

20-9

51-151-03-22-13-151-000
Parcel Identification Number (PIN)

STATE OF WISCONSIN

CIRCUIT COURT

RACINE COUNTY

In re:

LINCOLN LUTHERAN OF RACINE,
WISCONSIN, INC.,

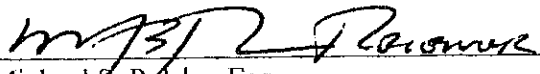
Case No. 14CV2012

Assignor.

LIS PENDENS

NOTICE IS HEREBY GIVEN that an action has been commenced and is pending in the above-named Court. The object of said action is to protect the rights of the creditors of the Assignor, including certain rights of such creditors in real estate located in Racine County. The Circuit Court in said action has issued an Order Appointing Receiver (the "Order") naming Michael S. Polsky, Esq., as Wis. Stats. Chapter 128 Receiver for certain real estate, including the real estate located in Racine County and described in more detail on the legal description attached hereto and incorporated herein by reference as Exhibit A (the "Subject Real Estate"). A copy of the Order is attached hereto and incorporated herein by reference as Exhibit B. The Order affects the title to the Subject Real Estate and enjoins the Defendant in said action from transferring, encumbering or otherwise disposing of the Subject Real Estate.


Dated this 16th day of February, 2015.

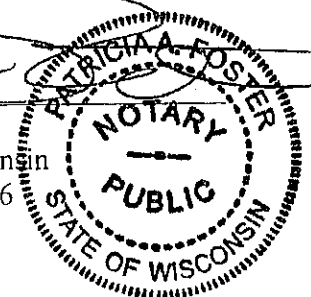

Michael S. Polsky, Esq.
Wis. Stats. Chapter 128 Receiver for Lincoln
Lutheran of Racine, Wisconsin, Inc.
State Bar No. 1016921

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me on February 16th, 2015 the above named Michael S. Polsky, Esq., as Wis. Stats. Chapter 128 Receiver for Lincoln Lutheran of Racine, Wisconsin, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.


Patricia A. Foster
Notary Public, State of Wisconsin
Commission Expires: 11/13/16



This Document Drafted By:

Michael S. Polsky, Esq.
BECK, CHAET, BAMBERGER & POLSKY, S.C.
Two Plaza East, Suite 1085
330 East Kilbourn Avenue
Milwaukee, WI 53202
(414) 390-5935
(414) 273-7786
mpolsky@bcblaw.net

EXHIBIT A

LEGAL DESCRIPTION

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

Commence at the Southwest corner of the said Southwest 1/4; running thence South 89° 08' 18" East 590.67 feet on the South line of said Southwest 1/4 to the point of beginning of this description; running thence North 00° 51' 42" East 294.45 feet to a point on the South line of 16th Street; thence South 89° 08' 18" East 484.01 feet to a point of curvature of a curve of Northeasterly convexity whose radius is 545.00 feet and whose chord bears South 73° 08' 46" East 300.30 feet; thence Southeasterly 304.24 feet on the arc of said curve and the Southerly line of 16th Street to a point of reverse curvature of a curve of Southwesterly convexity whose radius is 556.91 feet and whose chord bears South 73° 08' 46" East 306.87 feet; thence Southeasterly 310.89 feet on the arc of said curve and the Southerly line of 16th Street to its point of tangency; thence South 89° 08' 18" East 113.93 feet to a point on the centerline of State Trunk Highway 31; thence South 15° 15' 26" West 103.48 feet on said centerline; thence South 11° 55' 25" West 27.45 feet on said centerline to a point on the South line of said Southwest 1/4; thence North 89° 08' 18" West 1150.62 feet on the South line of said Southwest 1/4 to the point of beginning of this description.

RESERVING THEREFROM the Easterly 70 feet in width for public highway purposes.

EXCEPTING THEREFROM that part conveyed by Warranty Deed recorded in Volume 2063 of Records, on Page 35, as Document No. 1336251.

Tax Key No: 51-151-03-22-13-151-000

Address: 5803 16th Street

EXHIBIT B

ORDER

{see attached}

STATE OF WISCONSIN

CIRCUIT COURT

RACINE COUNTY

JOHNSON BANK,

Plaintiff,

v.

LINCOLN LUTHERAN OF RACINE,
WISCONSIN, INC.,

Defendant.

FILED

DEC 30 2014

CLERK OF CIRCUIT COURT
RACINE COUNTY

Case No. 14-CV-2012

Other Debtor Actions – 30304

**ORDER APPOINTING RECEIVER, ENJOINING CREDITORS FROM
PROCEEDINGS AGAINST ASSIGNOR, AND GRANTING OTHER RELIEF**

Upon Plaintiff Johnson Bank's Complaint and Motion for Appointment of a Wis. Stats. Chapter 128 Receiver, and the subsequent agreement of the parties to file with this Court an Assignment for the Benefit of Creditors (the "Assignment"), which was made and duly executed by the duly authorized representatives of Lincoln Lutheran of Racine, Wisconsin, Inc. (the "Assignor"), the Assignment having demonstrated that Assignor is "insolvent" within the meaning of Wis. Stat. §§ 128.08 and 128.001, and Michael S. Polsky, Esq. having filed in this case his acceptance of said Assignment in accordance with Wis. Stat. § 128.05:

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. That the Assignment is incorporated into this Order and made a part hereof, and in the event of any inconsistency between this Order and the Assignment, the Assignment shall control.
2. That Michael S. Polsky, Esq., Two Plaza East, 330 East Kilbourn Avenue, Suite 1085, Milwaukee, Wisconsin 53202 (the "Receiver"), is hereby appointed as Receiver of Assignor, whose principal place of business is located in Racine, Wisconsin, the Receiver having all of the

usual powers vested in him pursuant to Chapter 128 of the Wisconsin Statutes, and the laws applicable thereto. The Receiver is hereby appointed as an officer of the Court and shall have immunity from personal liability as is afforded such officers under Wisconsin law, including, but not limited to immunity from personal liability for acts or omissions undertaken as Receiver within the scope of his authority as set forth herein or as otherwise defined by law or by statute. In addition, the Receiver may not be sued without the prior permission of this Court.

3. That the Receiver shall obtain a surety bond in the sum of \$10,000 and the Receiver is further directed to file said surety bond with the Court.

4. The Receiver shall give notice of the Assignment to all known creditors of Assignor, by mail, and by publication as a Class III Notice under Chapter 985 of the Wisconsin Statutes, in Racine County, and shall further give notice to the following government agencies: Internal Revenue Service, Wisconsin Department of Revenue, Wisconsin Department of Workforce Development, and the local municipalities in which Assignor operates retail stores. Said notice shall direct all creditors to file their claims within three (3) months of the date of the notice with this Court to the attention of the Clerk of Circuit Court, Racine County Courthouse, 730 Wisconsin Avenue, Racine, Wisconsin 53403. That all creditors not filing their claims within said time shall be precluded and barred from participating in any dividend payable to creditors.

5. That Assignor, its agents, directors, officers, shareholders and employees, are hereby enjoined and restrained from transferring, encumbering or otherwise disposing of any assets of Assignor.

6. That all creditors of Assignor are hereby enjoined and restrained from: (a) commencing any action or prosecuting any other action now pending other than in these proceedings;

(b) enforcing against Assignor or its property any judgment; and (c) taking any action to collect or recover a claim against Assignor.

7. That within ten (10) days of this Order Assignor shall file a verified list of the assets and liabilities of Assignor and shall turn over all books and records of Assignor to the Receiver.

8. That the Receiver is hereby authorized, but not obligated to, employ an accountant to prepare any necessary tax returns, subject to the prior consent of Johnson Bank.

9. That the Receiver is hereby authorized to sell any and all property of the Assignor free and clear of all liens, with all liens attaching to the proceeds of sale in the order of their priority, through public or private proceedings, in a commercially reasonable manner, subject to the prior consent of Johnson Bank and the approval of the Court.

10. That the Receiver is hereby authorized and directed to use Assignor's existing depository as a depository of all funds which may come into the possession of the Receiver in the liquidation of the assets of Assignor.

11. The Receiver is also authorized to assume plan sponsor responsibility for the Assignor's Profit Sharing and/or 401(k) Plan as successor to the Assignor, if applicable.

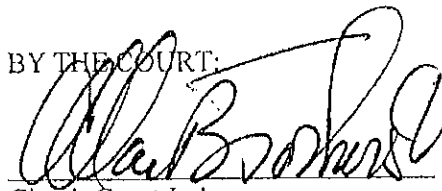
12. The Receiver is also authorized to assume fiduciary responsibility for Assignor's Employee Benefit and 401(k) Plans (collectively, the "Plans"), if any, and its assets; this authority includes, but is not limited to, the authority to terminate the fiduciary status of previous fiduciaries; to direct third party administrator and/or other related service providers; to direct the payment of expenses associated with final administration and termination of the Plans; to direct distributions to participants from the Plans' assets; to terminate the Plans, and to take such other and further actions as the Receiver in his discretion deems advisable under the circumstances.

13. The Receiver shall not, by the exercise of his authority under this Order, be deemed to possess or control, nor hold title to, the subsurface of the property which is the subject of this action, nor any hazardous waste or hazardous substance. The terms "hazardous waste" and/or "hazardous substance" means those substances which are regulated by or form the basis of liability under the federal, state or local environmental laws, including, without limitation, asbestos, polychlorinated biphenyls ("PCBs"), and radioactive substances, or any other material or substance which has in the past or could in the future constitute a health, safety or environmental hazard to any person or property.

14. That the Receiver may apply for such other and further relief as is appropriate under the circumstances.

Dated this 30th day of December, 2014.

BY THE COURT:

A handwritten signature in black ink, appearing to read "Allan B. Torhorst", written over a horizontal line.

Circuit Court Judge

ALLAN B. TORHORST

Racine County Case Number 2014CV002012 Johnson Bank vs. Lincoln Lutheran of Racine, Wisconsin, Inc.

Case summary

Filing date 12-19-2014	Case type Civil	Case status Closed - Electronic filing
Class code description Other-Debt Action	Responsible official Gasiorkiewicz, Eugene A.	Branch ID 2

Party summary

Party type	Party name	Party status
Plaintiff	Johnson Bank	
Defendant	Lincoln Lutheran of Racine, Wisconsin, Inc.	
Receiver	Polsky, Michael S	
Other	Dominicans at Siena on the Lake Inc.	
Other	Racine Real Estate LLC	
Other	Gary D. Ashman	
Other	Richard M. Jacobson	
Other	SCDC, LLC	
Other	United Way of Racine County	
Other	United States of America Dept of Housing & Urban Development	
Other	Adame, Joann	
Other	Getche-Lammert, Jennifer	
Other	Hayden, Grace	
Other	Patterson, Marion	
Other	Putz, Michelle	
Other	Seeger, Carolyn	
Other	Musson, Carl	
Other	Sienna on the Lake, INC	

Parties

Plaintiff: Johnson Bank

Date of birth	Sex	Race
----------------------	------------	-------------

Address (last updated 12-22-2014)
555 Main Street, Racine, WI 53403

Attorneys

Attorney name	Guardian ad litem	Entered
Dicastri, Frank W.	No	12-22-2014

Defendant: Lincoln Lutheran of Racine, Wisconsin, Inc.

Date of birth	Sex	Race
---------------	-----	------

Address (last updated 12-22-2014)

2000 Domanik Drive, Racine, WI 53404

Attorneys

Attorney name	Guardian ad litem	Entered
Metz, Mark Lane	No	12-05-2017

Receiver: Polsky, Michael S

Date of birth	Sex	Race
---------------	-----	------

Address (last updated 12-30-2014)

330 E Kilbourn Ave Ste 1085, Two Plaza East, Milwaukee, WI 53202

Attorneys

Attorney name	Guardian ad litem	Entered
Murray, CJ	No	12-30-2014
Polsky, Michael S.	No	05-05-2017
Stanley, Lauren C	No	03-23-2018

Other: Dominicans at Siena on the Lake Inc.

Date of birth	Sex	Race
---------------	-----	------

Address**Attorneys**

Attorney name	Guardian ad litem	Entered
Pyzyk, Robert George	No	01-30-2015

Other: Racine Real Estate LLC**Date of birth****Sex****Race****Address****Attorneys****Attorney name****Guardian ad litem****Entered**

Allen, Shannon A.

No

03-27-2015

Other: Gary D. Ashman**Date of birth****Sex****Race****Address (last updated 03-31-2015)**

150 N Wacker Drive, Ste 3000, Ashman & Stein, Chicago, IL 60606

Other: Richard M. Jacobson**Date of birth****Sex****Race****Address (last updated 03-31-2015)**

150 N Wacker Drive, Ste 3000, Ashman & Stein, Chicago, IL 60606

Other: SCDC, LLC**Date of birth****Sex****Race****Address****Attorneys****Attorney name****Guardian ad litem****Entered**

Schreiber, John R.

No

05-05-2015

Other: United Way of Racine County**Date of birth****Sex****Race****Address****Attorneys****Attorney name****Guardian ad litem****Entered**

Mason, Rebecca Kathryn

No

05-25-2016

Other: United States of America Dept of Housing & Urban Development**Date of birth****Sex****Race****Address****Attorneys****Attorney name****Guardian ad litem****Entered**

Knepel, Susan M.

No

07-06-2016

Other: Adame, Joann**Date of birth****Sex****Race****Address****Attorneys****Attorney name****Guardian ad litem****Entered**

Lucey, Paul Alan

No

09-28-2016

Metz, Mark Lane

No

12-05-2017

Other: Getche-Lammert, Jennifer**Date of birth****Sex****Race****Address****Attorneys****Attorney name****Guardian ad litem****Entered**

Lucey, Paul Alan

No

09-28-2016

Metz, Mark Lane

No

12-05-2017

Other: Hayden, Grace**Date of birth****Sex****Race****Address****Attorneys****Attorney name****Guardian ad litem****Entered**

Lucey, Paul Alan

No

09-28-2016

Metz, Mark Lane

No

12-05-2017

Other: Patterson, Marion**Date of birth****Sex****Race****Address****Attorneys****Attorney name****Guardian ad litem****Entered**

Lucey, Paul Alan

No

09-28-2016

Metz, Mark Lane

No

12-05-2017

Other: Putz, Michelle**Date of birth****Sex****Race****Address****Attorneys****Attorney name****Guardian ad litem****Entered**

Lucey, Paul Alan

No

09-30-2016

Metz, Mark Lane

No

12-05-2017

Other: Seeger, Carolyn**Date of birth****Sex****Race****Address****Attorneys****Attorney name****Guardian ad litem****Entered**

Lucey, Paul Alan

No

09-28-2016

Metz, Mark Lane

No

12-05-2017

Other: Musson, Carl**Date of birth****Sex****Race****Address (last updated 09-20-2017)**

3900 N Main Street, Racine, WI 53402

Attorneys**Attorney name****Guardian ad litem****Entered**

Becker, John A

No

10-04-2017

Devine, Thomas M

No

09-06-2018

Other: Sienna on the Lake, INC**Date of birth****Sex****Race****Address****Attorneys****Attorney name**

Schreiber, Christopher John

Guardian ad litem

No

Entered

11-12-2019

Court record

Date	Event	Court official	Court reporter	Amount
11-15-2019	Other	Gasiorkiewicz, Eugene A.		
11-15-2019	Order	Gasiorkiewicz, Eugene A.		
Additional text:				
ORDER APPROVING RECEIVERS MOTION TO ABANDON				
11-14-2019	Order	Gasiorkiewicz, Eugene A.		
Additional text:				
ORDER APPROVING FINAL ACCOUNT, FINAL FEES AND EXPENSES, FINAL DISTRIBUTION TO CREDITORS, DESTRUCTION OF RECORDS RATIFYING THE ACTS OF THE RECEIVER AND DISCHARGING THE RECEIVER				
11-13-2019	Hearing	Gasiorkiewicz, Eugene A.	Walfort, Ellen	
Additional text:				
01:30 PM Reporter Ellen Walfort. Attorney Michael S. Polsky in court for Receiver Michael S Polsky. Attorney Anne Cohen in court for Other Carl Musson. Attorney Polsky's statements BTC: court approves all the actions, approves fees, and approves abandoning plots				
11-12-2019	Proposed Order			
Additional text:				
Order Approving Final Account				
11-12-2019	Proposed Order			
Additional text:				
Order Approving Receiver's Motion to Abandon				
11-12-2019	Notice of Appearance			
11-12-2019	eFiled Document Fee Paid			\$20.00

Date	Event	Court official	Court reporter	Amount
	Additional text: Adjustment Number: 19A 705779, Payable Number: 398471, Receipt Number: 19R 004409F, Amount: \$20.00			
10-22-2019	Motion			
	Additional text: Motion to Abandon			
10-17-2019	Notice			
	Additional text: Notice of Final Hearing			
10-17-2019	Certificate of service			
10-17-2019	Other papers			
	Additional text: Receiver's Final Account			
10-10-2019	Return of unclaimed/undelivered mail service			
	Additional text: Return to sender: attempted - not known, unable to forward. Notice of hearing for Richard M. Jacobson			
10-02-2019	Letters/correspondence			
	Additional text: Letter to Judge Gasiorkiewicz re 11-13 hearing			
09-25-2019	Notice of hearing			
	Additional text: Hearing on November 13, 2019 at 01:30 pm.			
11-29-2018	Order	Gasiorkiewicz, Eugene A.		
	Additional text: Approving the interim application by the receiver and counsel for the receiver for payment of fees and expenses			
11-29-2018	Order	Gasiorkiewicz, Eugene A.		
	Additional text: Approving the application of Michael, Best, and Friedrich, LLP for fees and expenses			
11-29-2018	Hearing	Gasiorkiewicz, Eugene A.	Johnson, Leslie	

Date	Event	Court official	Court reporter	Amount
	Additional text: Court Reporter Leslie Johnson. Receiver Attorney Michael S Polsky in court. No objections have been filed BTC: Judgement for fees have been granted for attorney Polsky and Best.			
11-29-2018	Proposed Order			
11-29-2018	Proposed Order			
	Additional text: Order Approving Interim Fee Application			
10-23-2018	Other papers			
	Additional text: Receiver's Status Report as of October 19, 2018			
10-23-2018	Certificate of service			
10-23-2018	Other papers			
	Additional text: Application of Michael Best & Friedrich LLP for Payment of Interim Fees and Expenses			
10-23-2018	Other papers			
	Additional text: Interim Application by the Receiver and Counsel for the Receiver for Payment of Fees and Expenses			
10-23-2018	Notice of hearing			
10-02-2018	Received documents			
	Additional text: Copy of letter from Atty Peltz to Atty Devine with insurance policies			
09-14-2018	Order	Gasiorkiewicz, Eugene A.		
	Additional text: Order for Production of Insurance Policy; Receiver to provide the Residents of the Atrium all insurance policies that provided liability to Lincoln Lutheran of Racine Inc during its existence.			
09-06-2018	Proposed Order			
	Additional text: for Production of Insurance Policy			
09-06-2018	Motion			
	Additional text: for Production of Insurance Policy, filed by the residents of the Atrium			
09-06-2018	Received documents			

Date	Event	Court official	Court reporter	Amount
	Additional text: Cover letter from Atty Cohen with proposed Order regarding production of insurance policies.			
09-06-2018	eFiled Document Fee Paid			\$20.00
	Additional text: Adjustment Number: 18A 556638, Payable Number: 367594, Receipt Number: 18R 014488E, Amount: \$20.00			
09-06-2018	Notice of retainer			
	Additional text: Thomas Devine for Carl Musson, creditor			
03-27-2018	Order	Gasiorkiewicz, Eugene A.		
	Additional text: Order Approving Receiver's Motion for Authority to Pay Wage Claims			
03-26-2018	Hearing	Gasiorkiewicz, Eugene A.	Johnson, Leslie	
	Additional text: Court Reporter Leslie Johnson. Attorney Lauren C Stanley in court for Receiver Michael S Polsky. on Motion for Authority to pay Wage Claims. Per Atty Stanley, no objections received to today's motion, proper notice has been given to parties. No enough to pay entirety of claims, but will pay pro rata. No objection from Atrium board. BTC: Motion granted. Order to be signed electronically.			
03-26-2018	Proposed Order			
	Additional text: Approving Receiver's Motion for Authority to Pay Wage Claims			
03-23-2018	Notice of retainer			
	Additional text: Lauren Stanley for Michael Polsky as receiver			
03-08-2018	Certificate of service			
03-08-2018	Motion			
	Additional text: Receiver's Motion for Authority to Pay Wage Claims			
03-08-2018	Notice of hearing			
01-12-2018	Received documents			
	Additional text: Letter from Atty Metz regarding previous pay-out of 457 Plan funds			
01-12-2018	Letters/correspondence			

Date	Event	Court official	Court reporter	Amount
	Additional text:			
	Letter from Atty Peltz clarifying previous payout of 457 Plan funds			
01-10-2018	Order	Gasiorkiewicz, Eugene A.		
	Additional text:			
	Approving Stipulation Between the Receiver and the Participants of the Lincoln Lutheran of Racine, Wisconsin Inc Eligible 457 Plan.			
01-10-2018	Motion hearing	Gasiorkiewicz, Eugene A.	Johnson, Leslie	
	Additional text:			
	Court Reporter Leslie Johnson. Attorney Mark Lane Metz in court for Defendant Lincoln Lutheran of Racine, Wisconsin, Inc., Other Joann Adame, Other Jennifer Getche-Lammert, Other Grace Hayden, Other Marion Patterson, Other Michelle Putz, and Other Carolyn Seeger. Attorney Joseph Peltz for CJ Murray in court for Receiver Michael S Polsky. Stipulation filed this morning. Per Atty Metz, notice of today's hearing was provided to creditors. Per Atty Peltz, stipulation entered into to avoid certain risks , and after extensive negotiation. Per Atty Metz, the amount this settlement would effect the other creditors is minimal. Notice was given to creditors to object. Per Atty Peltz, previous settlement not taken into account. BTC: Court approves settlement. Order to be signed electronically.			
01-10-2018	Proposed Order			
01-10-2018	Stipulation			
	Additional text:			
	Stipulation Between the Receiver and the Participants of the Lincoln Lutheran of Racine, Wisconsin, Eligible 457 Plan			
01-10-2018	Received documents			
	Additional text:			
	Cover letter with stip			
12-28-2017	Certificate of service			
12-28-2017	Notice of motion, motion			
	Additional text:			
	on Motion of Deferred Compensation Plan Participants for Turnover of Proceeds of their Plan Accounts			
12-19-2017	Response/reply			
	Additional text:			
	December 21st hearing to be rescheduled to allow creditors to be notified.			
12-19-2017	Letters/correspondence			

Date	Event	Court official	Court reporter	Amount
	Additional text: Letter from Atty Metz regarding giving creditors notice of the hearing.			
12-18-2017	Received documents			
	Additional text: Letter from Atty Peltz with opposition documents.			
12-18-2017	Brief			
	Additional text: Receiver's Brief in Opposition to Motion of Deferred Compensation Plan Participants for Turnover of Proceeds of their Plan Accounts			
12-18-2017	Affidavit			
	Additional text: Affidavit of Michael S. Polsky, Esp.			
12-06-2017	Electronic Notice Update			
12-06-2017	Electronic Notice Update			
12-05-2017	Affidavit			
	Additional text: Affidavit of Mark Metz Regarding Exhibits to Brief			
12-05-2017	Exhibit			
	Additional text: Exhibit 6 to Brief in Support of Motion of Deferred Compensation Plan Participants for Turnover of Proceeds of their Plan Accounts - Notice of Receiver's Motion and Receiver's Motion for Declaratory Relief that Empower Retirement is required to Disburse Funds in a Certain Retirement Plan in Accordance with its Duties and Third-Party Administrator of that Plan			
12-05-2017	Exhibit			
	Additional text: Exhibit 5 to Brief in Support of Motion of Deferred Compensation Plan Participants for Turnover of Proceeds of their Plan Accounts - Chronology of Provision Barring Polsky from Asserting Claims vs. LLOR Employees			
12-05-2017	Exhibit			
	Additional text: Exhibit 4 to Brief in Support of Motion of Deferred Compensation Plan Participants for Turnover of Proceeds of their Plan Accounts - Notice of Receiver's Motion and Receiver's Motion for Empower Retirement to Turn over Funds			
12-05-2017	Exhibit			

Date	Event	Court official	Court reporter	Amount
	Additional text: Exhibit 3 to Brief in Support of Motion of Deferred Compensation Plan Participants for Turnover of Proceeds of their Plan Accounts - M. Metz e-mail to Frank DiCastrì dated 12-22-14			
12-05-2017	Exhibit			
	Additional text: Exhibit 2 to Brief in Support of Motion of Deferred Compensation Plan Participants for Turnover of Proceeds of their Plan Accounts - Order Appointing Receiver, Enjoining Creditors from Proceedings Against Assignor, and Granting Other Relief			
12-05-2017	Exhibit			
	Additional text: Exhibit 1 to Brief in Support of Motion of Deferred Compensation Plan Participants for Turnover of Proceeds of their Plan Accounts - Assignment for the Benefit of Creditors			
12-05-2017	Brief in support of motion			
	Additional text: of deferred compensation plan participants for turnover of proceeds of their plan accounts			
12-05-2017	Notice of motion			
	Additional text: and Notice of Hearnig on Motion of Deferred Compensation Plan Participants for Turnover of Proceeds of their plan accounts			
12-05-2017	Motion			
	Additional text: Motion of Deferred Compensation Plan Participants for Turnover of Proceeds of their Plan Accounts			
12-05-2017	Electronic Notice Update			
12-05-2017	Electronic Notice Update			
12-05-2017	eFiled Document Fee Paid			\$20.00
	Additional text: Adjustment Number: 17A 599235, Payable Number: 348646, Receipt Number: 17R 016958E, Amount: \$20.00			
12-05-2017	Notice of retainer			
	Additional text: Mark Metz for Joann Adame, Jennifer Getche-Lammert, Grace Hayden, Nicholas Patterson, Michelle Putz and Carolyn Seeger			
12-05-2017	Amended			

Date	Event	Court official	Court reporter	Amount
	Additional text: Amended Notice of Appearance and Request for Copies of Paper; Paul Lucey and Mark Metz for Joann Adame, Jennifer Getche-Lammert, Grace Hayden, Nicholas Patterson, Michelle Putz and Carolyn Seeger			
10-30-2017	Proof of claim			
	Additional text: from Helen Veenstra - \$284,110.00			
10-20-2017	Proof of claim			
	Additional text: Laurence T. Freer, Jr. - \$90,100.00			
10-12-2017	Order	Gasiorkiewicz, Eugene A.		
	Additional text: from 10-4-17 hearing. Claims of residents received and any additional claims must be filed by 5:00 p.m. October 29, 2017. Lincoln Lutheran does not object to the timeliness of the claims, but reserves the right to object to their validity.			
10-12-2017	Received documents			
	Additional text: Letter from Atty Murray indicating he has no objection to Atty Becker's proposed order.			
10-09-2017	Proof of claim			
	Additional text: from Marian Bloch - \$68,200.00			
10-04-2017	Hearing	Gasiorkiewicz, Eugene A.	Giebel, Katie	
	Additional text: Court Reporter: Katie Giebel. Attorney John A Becker in court for Other Carl Musson. Attorney Michael S. Polsky in court for Receiver Michael S Polsky. Court scheduled this hearing in response to Mr. Musson's letter of September 20, 2017. Per Atty Murray, Lincoln Lutheran was only the manager of the Atrium and that has been transferred to Marquardt Management. The residents of the Atrium were not listed as creditors in this case. The receiver does not object to the claims being filed late, but will object to the validity of those claims. Per Atty Becker, most claims have been filed already, there may be a few additional ones. BTC: time extended for claims to be filed. Additional claims must be filed within 30 days, by 5:00 p.m. Atty Becker to prepare the order from today.			
09-21-2017	Proof of claim			

Date	Event	Court official	Court reporter	Amount
	Additional text: from Frances Scott - \$99,110.00			
09-21-2017	Notice of hearing Additional text: Hearing on October 4, 2017 at 03:30 pm.			
09-20-2017	Proof of claim Additional text: from Wilma Wiser - \$223,950.00			
09-20-2017	Proof of claim Additional text: from Karen Boerger - \$99,111.00			
09-20-2017	Proof of claim Additional text: from Josephine Brooks - \$90,100.00			
09-20-2017	Proof of claim Additional text: from Joanne Ramaker - \$138,540.00			
09-20-2017	Proof of claim Additional text: from Grace Nelson - \$85,225.00			
09-20-2017	Proof of claim Additional text: from Patricia Meier - \$92,645.00			
09-20-2017	Proof of claim Additional text: from Rev Frederick & Fewel Marks - \$146,130.95			
09-20-2017	Proof of claim Additional text: from Helen Eckheart - \$112,495.00			
09-20-2017	Proof of claim Additional text: from Susan Prouty - \$111,455.00			

Date	Event	Court official	Court reporter	Amount
09-20-2017	Proof of claim Additional text: from Ray (deceased) & Louise Katt - \$60,960.00			
09-20-2017	Proof of claim Additional text: from Helen Taylor - \$75,020.00			
09-20-2017	Proof of claim Additional text: from Earl Christianson - \$112,789.51			
09-20-2017	Proof of claim Additional text: from Dorothy Kohl - \$112,302.00			
09-20-2017	Proof of claim Additional text: from Marilyn Casanova - \$111,455.00			
09-20-2017	Proof of claim Additional text: from Janice Teichert/Louis Teichert Turst - \$138,500.00			
09-20-2017	Proof of claim Additional text: from Carleton Musson - \$84,365.00			
09-20-2017	Proof of claim Additional text: from Audrey Fox - \$90,100.00			
09-20-2017	Proof of claim Additional text: from Ethel Hader - \$90,100.10			
09-20-2017	Proof of claim Additional text: from Warren and Ellen Larsen - \$71,000.00			
09-20-2017	Proof of claim			

Date	Event	Court official	Court reporter	Amount
	Additional text: from Edward and Louise Langlieb Trust - \$99,110.00			
09-20-2017	Proof of claim Additional text: from Jackie Williamson - \$111,500.00.			
09-20-2017	Proof of claim Additional text: from Patricia Teernstra - \$66,550.00			
09-20-2017	Proof of claim Additional text: from Evelyn Odell - \$67,355.00			
09-20-2017	Proof of claim Additional text: from David Nelson - \$154,000.00			
09-20-2017	Proof of claim Additional text: from Dr. Melvin & Linda Miritz - \$114,141.54			
09-20-2017	Proof of claim Additional text: from the Estate of Ruth H. Paine/Prudence White, trustee - \$161,040.00			
09-20-2017	Proof of claim Additional text: from Johanna Sander - \$84,365			
09-20-2017	Proof of claim Additional text: from Wilma Milovancevic - \$84,365.00			
09-20-2017	Proof of claim Additional text: from Richard Gotzman (deceased) & Elsie Gotzman - \$110,302.00			
09-20-2017	Proof of claim Additional text: from Judith Glowinski - \$40,875.00			

Date	Event	Court official	Court reporter	Amount
09-20-2017	Proof of claim Additional text: Marilyn Baham - \$57,223.33			
09-20-2017	Proof of claim Additional text: Jane Odders - \$150,985.00			
09-20-2017	Proof of claim Additional text: from Thomas & Henryetta Eser - \$145,209.25			
09-20-2017	Proof of claim Additional text: from Lucille Ciaramita - \$104,065.00			
09-20-2017	Proof of claim Additional text: from Anne Tredwell - \$138,500.00			
09-20-2017	Proof of claim Additional text: from Julianne & John Rowland - \$125,566.00			
09-20-2017	Letters/correspondence Additional text: Letter from Carl Musson, Chairperson of the Receivership Committee at the Atrium regarding their residents now filing Proof of Claims in this case.			
06-26-2017	Order Additional text: Order Approving Receiver's Motion for Turnover of Funds held by Great-West Trust Company LLC	Gasiorkiewicz, Eugene A.		
06-23-2017	Received documents Additional text: Letter and propsed order from Atty Lucey			
06-09-2017	Order	Gasiorkiewicz, Eugene A.		

Date	Event	Court official	Court reporter	Amount
	Additional text: Order Approving the First Interim Application by the Receiver and Counsel for the Receiver for Payment of Fees and Expenses			
06-09-2017	Motion hearing	Gasiorkiewicz, Eugene A.	Schmaling, Jennifer L	
	Additional text: Attorney Michael S. Polsky in court for Receiver Michael S Polsky. Attorney Paul Alan Lucey in court for Other Joann Adame, Other Jennifer Getche-Lammert, Other Grace Hayden, Other Marion Patterson, Other Michelle Putz, and Other Carolyn Seeger. Rachel Blise appears on behalf of Great Trust. Johnson Bank has been paid in full and is no longer a party to this action Parties have been discussing solution and have come to agreement. A motion to all participants and creditors will be necessary. BTC: money to be transferred over to one location to trustee. Modification to be made to the order and e-filed. Approval of interim fees has been filed and signed.			
06-08-2017	Proposed Order			
	Additional text: Proposed - Order Approving the First Interim Application by the Receiver and Counsel for the Receiver for Payment of Fees and Expenses			
06-08-2017	Proposed Order			
	Additional text: Proposed - Order Approving Receivers Motion for Empower Retirement to Turn Over Funds. Denied by the Court.			
06-07-2017	Response/reply			
	Additional text: via fax, Great West Trust Company LLC's Response to Receiver's Motion to Turn Over Funds			
06-07-2017	Letters/correspondence			
	Additional text: via fax, from Foley & Lardner, w/r			
05-05-2017	Other papers			
	Additional text: Interim Application by the Receiver and Counsel for the Receiver for Payment of Fees and Expenses			
05-05-2017	Certificate of service			
05-05-2017	Notice of hearing			
05-05-2017	Electronic Notice Update			
05-05-2017	Notice of Appearance			

Date	Event	Court official	Court reporter	Amount
	Additional text: Chapter 128 Receiver for Lincoln Lutheran of Racine, Wisconsin Inc			
04-18-2017	Affidavit			
	Additional text: Affidavit of Paul Lucey in Support of Receiver's Motion to turn over funds			
04-18-2017	Notice of motion, motion			
	Additional text: for Empower Retirement to Turn Over Funds			
11-30-2016	Mandatory Efiling Case Conversion			
09-30-2016	Letters/correspondence			
	Additional text: Letter from Atty Carrig indicating the Dominicans at Siena on the Lake have reached an agreement with the receiver and are withdrawing their objection to the entry of order approving business records procedures.			
09-28-2016	Notice of Appearance			
	Additional text: and Request for Copies of Paper; Paul Lucey for Joann Adame, Jennifer Getche-Lammert, Grace Hayden, Marion Patterson, Michelle Putz and Carolyn Seeger			
09-06-2016	Affidavit			
	Additional text: (fax) Affidavit of Facsimile			
09-06-2016	Other papers			
	Additional text: (fax) Objection to Entry of Order Approving Business Records Procedures; filed by Dominicans at Siena on the Lake Inc.			
08-25-2016	Certificate of service			
08-25-2016	Notice			
	Additional text: Notice of Entry of Order Approving Business Records Procedures and of the Right to Object			
08-19-2016	Order	Gasiorkiewicz, Eugene A.		
	Additional text: Order Approving Business Records Procedures			
08-18-2016	Motion			

Date	Event	Court official	Court reporter	Amount
	Additional text:			
	Receiver's Motion to Approve Business Records Procedures			
08-01-2016	Judicial transfer	Gasiorkiewicz, Eugene A.		
07-20-2016	Order	Mueller, Emily S.		
	Additional text:			
	Order approving the sale of certain assets of Lincoln Lutheran of Racine, Wisconsin, free and clear of certain liens, claims and encumbrances and for authority to disburse the sale proceeds.			
07-08-2016	Motion hearing	Mueller, Emily S.	Anderson, Robin	
	Additional text:			
	Court Reporter: Robin Anderson. Attorney Frank W. Dicastri in court for Plaintiff Johnson Bank. Attorney CJ Murray in court for Receiver Michael S. Polsky. Attorney Susan M. Knepel in court for Other United States of America Dept of Housing & Urban Development. On Plaintiff's Motion to Sell Certain Assets of Lincoln Lutheran. Per Atty Murray, agreement as to consent to USA agreement to any sale, other matters still in dispute. Receiver retained brokerage to assist (Kyle Shoemaker). Good Samaritan has offer. Rene Nylander as purchaser, Good Samaritan, confirms offer to purchase and status with other agencies. Atty DeCastri indicated property has been operating successfully. Kyle Shoemaker - DSAT - owner/broker of Affordable Housing Investment. Testified regarding marketing efforts for Lincoln Villas. No cross. Per Atty DeCastri the sale would most likely satisfy what is owed to Johnson Bank. Per Atty Murray, they are perfecting language in order regarding HUD's approval as to this sale. Per Atty Knepel, HUD guarantees current mortgage on the property and is 1st on this property. She feels parties can come to agreement as to language for sale. At issue is how proceeds are going to be disbursed. FHA encumbered assets issue. Per Atty DeCastri, first mortgage has been assigned to new company. Liens will stay on the property. HUD cannot demand that the mortgage be paid off, isn't a creditor. Per Atty Knepel, HUD mortgage also covers other assets (accounts receivable). Per Atty DeCastri, Johnson Bank has interest in all Lincoln Lutheran assets. Break from 10:02 to 11:00 for Atty Knepel to contact HUD. Per Atty Knepel, HUD agrees to proceeds being paid to Johnson Bank. New first mortgage holder (Walker & Dunlop) agrees to sale. Any improper disbursement would be enforced under regulatory agreement. BTC: Sale approved free and clear subject to Walker & Dunlop mortgage and rights of HUD and WHEDA. Atty Murray to prepare the order and submit under the 5-day rule or with agreement as to form of all parties.			
07-06-2016	Other papers			
	Additional text:			
	(fax) Objection to Receiver's Motion to Sell Certain Assets of Lincoln Lutheran Free and Clear of all liens, claims and encumbrances and for authority to disburse the sale proceeds; filed by the United States of America, Department of Housing and Urban Development.			
06-13-2016	Certificate of service			
06-13-2016	Motion			

Date	Event	Court official	Court reporter	Amount
	Additional text:			
	Receiver's motion to sell certain assets of Lincoln Lutheran of Racine, Wisconsin, Inc, free and clear of all liens, claims, and encumbrances and for authority to disburse the sale proceeds			
06-13-2016	Notice of hearing			
05-25-2016	Order	Mueller, Emily S.		
	Additional text:			
	Order Approving Sale of Real Estate Located at 2000 Domanik Drive, Free and Clear of all Liens, Claims and Encumbrances and Authorizing the Disbursement of Sale Proceeds			
05-25-2016	Notice of Appearance			
	Additional text:			
	Rebecca Mason for United Way of Racine County			
05-25-2016	Other papers	Mueller, Emily S.	Anderson, Robin	
	Additional text:			
	Report of Sale			
05-25-2016	Motion hearing	Mueller, Emily S.	Anderson, Robin	
	Additional text:			
	Court Reporter: Robin Anderson. Attorney Frank W. Dicastri in court for Plaintiff Johnson Bank. Attorney CJ Murray in court for Receiver Michael S Polsky. Atty Rebecca Mason for United Way, with director. Mark Gregory, real estate broker, and Kevin Tetzlaff, purchaser of property also in court. on Motion to Sell Dominic Drive Real Estate. Per Atty Murray, notice of hearing was sent to interested parties and no objections received. 2000 Dominic Drive property. Currently United Way of Racine County is the only tenant in the building. Building is a drain on the receivership. Auction held 5-23-16. Johnson Bank consents to the sale. 90 days to remove equipment/books/records. United Way may continue as tenant until lease thru March 31, 2019; they may keep their furniture. Mr. Tetzlaff confirms the offer. Atty Dicastri indicated Johnson Bank consents to the sale. Mark Gregory - DSAT - real estate agent for First Weber who had attempted to sell the property. Property is located in a flood plain, isn't highly visible, rent is inadequate, second floor is specifically for senior/medical care. Property taxes are unknown (Lincoln Lutheran was tax exempt). Costs of maintaining/rehabbing was too much for investors. BTC: Sale approved. Order signed.			
05-23-2016	Letters/correspondence			
	Additional text:			
	(fax) Letter from Atty Murray withdrawing the motion for declaratory relief which was scheduled to be heard on 5-25-16.			
05-09-2016	Certificate of service			
05-09-2016	Notice of motion, motion			

Date	Event	Court official	Court reporter	Amount
	Additional text: Notice of receiver's motion and receiver's motion for declaratory relief that empower retirement is required to disburse funds in a certain retirement plan in accordance with its duties as third-party administrator of that plan.			
04-25-2016	Certificate of service			
04-25-2016	Other papers			
	Additional text: Auction Terms and Procedures			
04-25-2016	Motion			
	Additional text: Receiver's motion to sell real estate located at 2000 Domanik Drive, Racine, Wisconsin, free and clear of all liens, claims and encumbrances and for authority to disburse the sale proceeds			
04-25-2016	Notice of hearing			
	Additional text: for 5-25-16 hearing			
04-21-2016	Proof of claim			
	Additional text: from CliftonLarsonAllen LLP - \$39,151.66			
02-09-2016	Stipulation and Order	Mueller, Emily S.		
	Additional text: between the Receiver, Johnson Bank, and Racine Real Estate LLC. Escrow funds to be disbursed per stipulation, hearing dates to be removed from the calendar, each party to bear its own costs.			
01-20-2016	Order	Mueller, Emily S.		
	Additional text: Order to Assign the Claim of the Estate of James Richard Gill; claim filed by the estate is assigned to Kathleen Mansell as Personal Representative and sole beneficiary of the estate.			
01-20-2016	Petition			
	Additional text: Petition to Assign the Claim of the Estate of James Richard Gill			
11-23-2015	Order	Mueller, Emily S.		
	Additional text: Order Approving the Sale of Real Estate Located at 1748 South Green Bay Road, Mount Pleasant, Wisconsin, Free and Clear of all Liens, Claims, and Encumbrances and Authorizing the Disbursement of Sale Proceeds.			

Date	Event	Court official	Court reporter	Amount
11-23-2015	Motion hearing	Mueller, Emily S.	Anderson, Robin	
	Additional text: Court Reporter: Robin Anderson. Attorney Frank W. DiCatri in court for Plaintiff Johnson Bank. Attorneys CJ Murray & Caitlin Herbert in court for Receiver Michael S Polsky. On Receiver's Motion to Sell Real Estate. Per Atty Murray, all creditors/parties were notified of today's hearing, no objection received. They are requesting to sell a parcel of vacant land to the neighboring church. Bank consents to sale. Larry Berger, treasurer, and David Eschelbarger, pastor of the church, confirmed agreement, no contingencies, approximately 10 acres. Atty Murray calls Mark Gregory, DSAT - realtor from 1st Weber who had the property listed. He feels the purchase price is reasonable. Mt. Pleasant regulations on property if sold. Per Atty DeCatri, bank has been involved in the sale and has no objection. Receiver also investigated the possibility of the current owners of the Villas being interested in this property. BTC: Sale approved. Order signed.			
11-13-2015	Received documents			
11-13-2015	Other papers			
	Additional text: Copy of letter from CT to Atty Polsky indicating Gudeone Mutual Insurance is not listed in their records.			
11-12-2015	Certificate of service			
11-12-2015	Motion			
	Additional text: Receiver's Motion to Sell Real Estate Located at 1748 South Green Bay Road, Mount Pleasant, Wisconsin, Free and Clear of all Liens, Claims and Encumbrances and for Authority to Disburse the Sale Proceeds			
11-12-2015	Notice of hearing			
10-19-2015	Stipulation and Order	Mueller, Emily S.		
	Additional text: Stipulation between the Receiver, Johnson Bank, SCDC LLC, NAHF Lincoln Manor GP Inc and Westlake Housing LP, Regarding the Sale of the Lincoln Manor Project.			
10-19-2015	Motion hearing	Mueller, Emily S.	Anderson, Robin	
	Additional text: Court Reporter: Robin Anderson. Receiver Michael S Polsky in court. Attorney Frank W. DiCatri in court for Plaintiff Johnson Bank. Attorney John R. Schreiber in court for Other SCDC, LLC. Stipulation reached between Lincoln Lutheran and SCDC. Per Atty Polesky, 3rd party was going to purchase assets but potential buyer requested a reduced purchase price and agreement was terminated. Resolution with SCDC, stipulation filed. Per Atty DeCatri, bank supports this settlement. Per Atty Schreiber - agreement is best for all parties. BTC: Stipulation approved. Order signed.			
10-15-2015	Stipulation and Order	Mueller, Emily S.		

Date	Event	Court official	Court reporter	Amount
	Additional text: Between the Reciever, Rinehart Scaffidi & Mathews and Howard Solochek & Weber SC. Howard Solochek & Weber accepts the employment as special counsel in this matter on the same contingent fee basis as described in the Application of August 24, 2015.			
10-09-2015	Change of address notification for Polsky, Michael S			
	Additional text: ADDRESS INFO for Michael S Polsky Current: 330 E Kilbourn Ave Ste 1085, Two Plaza East, Milwaukee, WI 53202 United States (Effective: 12-30-2014) Prior: 330 E Kolbourn Ave Ste 1085, Two Plaza East, Milwaukee, WI 53202 United States			
10-09-2015	Certificate of service			
10-09-2015	Motion			
	Additional text: SEIU Healthcare Wisconsin Motion to Withdraw Proof of Claims			
10-09-2015	Letters/correspondence			
	Additional text: (fax) Letter from Atty Schreiber regarding receiver's request for order to require mediation.			
10-07-2015	Proof of claim			
	Additional text: from Kranz Inc - \$5,174.12			
10-06-2015	Letters/correspondence			
	Additional text: Letter from Atty Murray requesting that mediation before the 10-19-15 hearing be ordered.			
10-05-2015	Proof of claim			
	Additional text: from Dawn Vlach - \$1,098.00			
09-23-2015	Proof of claim			
	Additional text: from Community Care Inc - \$1,458.00			
09-22-2015	Notes			
	Additional text: Copies of Decision to Attys Polsky, Murray DiCastrì and Schreiber.			
09-21-2015	Decision	Mueller, Emily S.		

Date	Event	Court official	Court reporter	Amount
	Additional text: Decision on Preliminary Injunction			
09-16-2015	Other papers			
	Additional text: Creditor's Motion to Withdraw of Proof of Claim; National Labor Relations Board, Subregion 30 withdraws their Proof of Claim which was filed with the court on April 8, 2015.			
09-14-2015	Letters/correspondence			
	Additional text: Letter from Atty Schreiber objecting to any transfer of rights of the Lincoln Manor Redevelopment LLC Operating Agreement and requesting that a hearing be scheduled.			
09-10-2015	Certificate of service			
08-27-2015	Motion			
	Additional text: Receiver's Motion to Sell Certain Assets of Lincoln Lutheran of Racine Free and Clear of all Liens, Claims and Encumbrances and for Authority to Disburse the Sale Proceeds.			
08-27-2015	Notice of hearing			
08-24-2015	Order	Mueller, Emily S.		
	Additional text: Order Authorizing the Receiver to Employ Rinehart, Scaffidi & Mathews as Special Counsel			
08-24-2015	Other papers			
	Additional text: Application of the Receiver to Employ Rinehart, Scaffidi & Mathews as Special Counsel			
08-24-2015	Other papers			
	Additional text: Application of the Receiver to Employ Rinehart, Scaffidi & Mathews as Special Counsel			
08-18-2015	Notice of hearing			
	Additional text: Court trial at 06-21-2016 08:30 am			
07-27-2015	Proof of claim			
	Additional text: Kathleen Mansell, personal representative of the estate of James Gill - \$1,577.09.			
07-10-2015	Brief			

Date	Event	Court official	Court reporter	Amount
	Additional text: Joint Surreply Brief of Receiver and Johnson Bank in Support of Motion for Preliminary Injunction against SCDC LLC, NAHF Lincoln Manor GP Inc, and Westlake Housing LP.			
07-10-2015	Affidavit of mailing			
07-10-2015	Other papers			
	Additional text: Index of Non-Wisconsin Decisional Authority			
07-10-2015	Brief			
	Additional text: SCDC LLC's Supplemental Brief Supporting Termination of Temporary Restraining Order and Denial of Further Injunctive Relief			
07-01-2015	Proof of claim			
	Additional text: AMENDED - From InCheck Inc. \$753.95			
06-29-2015	Affidavit			
	Additional text: Affidavit of Patricia Foster			
06-29-2015	Certificate of service			
06-29-2015	Notice			
	Additional text: Notice of the Entry of Order Approving Settlement and of the Right to Object			
06-22-2015	Transcript			
	Additional text: Transcript of Evidentiary Hearing of 6-9-15 filed.			
06-19-2015	Scheduling order	Mueller, Emily S.		
	Additional text: from 4-29-15 scheduling conference. Racine Real Estate may amend their motion by 6-10-15; receiver to respond by 6-22-15. Receiver's deadline to bring claims against Racine Real Estate is 6-22-15. Discovery to be completed by 3-15-16. Expert witnesses to be disclosed by 12-11-15 and 2-11-16. Court trial to begin 4-19-16 for 3 days. Mediation to be completed by 4-1-16.			
06-12-2015	Other papers			
	Additional text: Joint Objection and Statement of Claim of Receiver and Johnson Bank in Response to AMended Motion of Creditor Racine Real Estate for Release of Escrow Funds.			
06-12-2015	Other papers			

Date	Event	Court official	Court reporter	Amount
	Additional text: Receiver's Status Report as of June 9, 2015.			
06-12-2015	Order	Mueller, Emily S.		
	Additional text: Order Approving Settlement Agreement with Siena on the Lake Inc, Dominicans at Siena on the Lake Inc and Johnson Bank.			
06-12-2015	Motion hearing	Mueller, Emily S.	Anderson, Robin	
	Additional text: Court Reporter: Robin Anderson. Receiver Michael S Polsky in court. Attorney Lindsey Greenwald in court for Plaintiff Johnson Bank. Attorney Robert George Pyzyk in court for Other Dominicans at Siena on the Lake Inc.. Attorney Christopher Schreiber in court for Siena on the Lake Inc. on Motion to Approve Settlement (with Siena on the Lake, Dominicans at Siena on the Lake and Johnson Bank). Per Atty Polsky, Lincoln Lutheran holds a 50% membership in the Siena on the Lake project. Thru extensive negoations they have resolved Lincoln Lutheran's interest. LL will transfer their interest for a specified dollar amount, said amount to forwarded to Johnson Bank. Lincoln Luther an the Dominicans at Siena on the Lake will sign full mutual releases. Settlement is needed for the Siena on the Lake project to continue. An appraisal was done for the partially completed project. There is an issue with obtaining licensing for special beds. The Dominicans will have 100% ownership. Siena on the Lake's claim will remain with the receiver's right to object. Per Atty Schreiber, damages issue. 1) for failure of Lincoln Lutheran to deliver the beds and 2) other recoverable damages. No action by Lincoln Lutheran to prejudice Siena on the Lake's attempt to obtain the beds. Receiver keeps his right to object to the claim of Siena on the Lake. Time issue. Per Atty Pyzyk, extensive negotiations were held. Time is imperative. They will be looking for another partner after Lincoln Luthern no longer holds any interest in the project. Per Atty Greenwald, Johnson Bank supports the settlement. All parties prefer that the entire Settlement Agreement not be made part of the record. Per Atty Polsky, creditors will have the opportunity to object to the settlement. BTC: Settlement approved. Order signed. Dominicans now the entire owner of Siena on the Lake. Unsecured claims remain with right to object. No rights have been relinquished.			
06-09-2015	Hearing	Mueller, Emily S.	Anderson, Robin	

Date	Event	Court official	Court reporter	Amount
	Additional text: Court Reporter: Robin Anderson. Transcript filed 6-22-15. Receiver Michael S Polsky in court. Attorney Frank W. DiCatri in court for Plaintiff Johnson Bank. Attorney John R. Schreiber in court for Other SCDC, LLC. Other SCDC, LLC by Brian Brandstetter in court. Hearing on TRO/SCDC. Parties attempted to settle, but no agreement could be reached. Atty Polsky calls JoAnn Adame - DSAT - Current Executive Director of Affordable Housing and Services at Lincoln Lutheran who oversees management of Lincoln Manor. Day-to-day operations have not been affected since Lincoln Lutheran went into receivership. No complaints have been received from residents, no HUD or WIDA violations. All residents and services have been upheld since receivership. She feels any change would be detrimental. Cross by Atty Schreiber. Re-direct by Atty Polsky. Atty Polsky calls Kyle Shoemaker - DSAT - broker who buys and sells affordable housing property. He completed a proposal and market plan for Lincoln Manor. He feels if Lincoln Lutheran lost the ability to manage Lincoln Manor the assets would be less valuable. Lincoln Manor is currently in good condition, no showing of deferred maintenance or neglect. They have already received bids and now time for the seller (receiver) to choose. Value of Lincoln Manor assets would be greater if sold together with Lincoln Villas. Cross by Atty Schreiber. Re-direct by Atty Polsky. Re-cross by Atty Schreiber. Receiver rests. Break from 3:45 to 4:00. Atty Schreiber calls Brian Brandstetter - DSAT - Attorney, Assistant General Counsel for Wentwood Capitol Advisors. Under defaulted operating agreement, they feel they have the right to remove the managing member and take over managing the property. Tax credits may be in jeopardy. Cross by Atty Polsky. Closing statement by Atty DiCatri. Closing statement by Atty Schreiber. BTC: No change in the order at this time. Simultaneous sur-reply briefs to be submitted by Friday, July 10th. Court will contact the attorneys to schedule further proceedings (by phone approved). If some event triggers the need for a hearing, a new hearing will be scheduled.			
06-08-2015	Stipulation Additional text: Stipulation between the Receiver, Johnson Bank and SCDC LLC.			
06-08-2015	Motion Additional text: Receiver's Motion to Approve Settlement Agreement with Sienna on the Lake Inc, Dominicans at Siena on the Lake Inc, and Johnson Bank			
06-03-2015	Brief Additional text: SCDC, LLC's Reply Brief Supporting Termination of Temporary Restraining Order and Denial of Further Injunctive Relief			
06-03-2015	Brief Additional text: Joint Response Brief of Receiver and Johnson Bank in Support of Motion for Preliminary Injunction against SCDC LLC, NAHF Lincoln Manor GP Inc, and Westlake Housing LP.			
06-03-2015	Affidavit of mailing			

Date	Event	Court official	Court reporter	Amount
06-01-2015	Motion			
	Additional text:			
	AMENDED Motion of Creditor Racine Real Estate LLC for Release of Escrow Funds			
06-01-2015	Notice			
	Additional text:			
	Notice of Filing and Certificate of Service			
06-01-2015	Other papers			
	Additional text:			
	Exhibit 4 to Racine Real Estate's Amended Motion for Release of Escrow Funds; with Notice of Filing and Certificate of Service (fax)			
05-22-2015	Affidavit			
	Additional text:			
	Affidavit of Brian Brandstetter			
05-22-2015	Brief			
	Additional text:			
	SCDC LLC's Brief in Support of Termination of Temporary Restraining Order and Denial of Further Injunctive Relief			
05-22-2015	Brief			
	Additional text:			
	Joint Brief of Receiver and Johnson Bank in Support of Motion for Preliminary Injunction against SCDC LLC, NAHF Lincoln Manor GP INC, and Westlake Housing LP.			
05-22-2015	Affidavit of mailing			
05-20-2015	Proof of claim			
	Additional text:			
	from Incheck Inc - \$248.00			
05-08-2015	Scheduling order	Mueller, Emily S.		
	Additional text:			
	for briefs regarding preliminary injunction with SCDC LLC, NAHF Lincoln Manor GP Inc, and Westlake Housing LP.			
05-07-2015	Telephone scheduling conference	Flancher, Faye M.	Slaght, Jane	

Date	Event	Court official	Court reporter	Amount
	Additional text: Court Reporter: Robin Anderson. Attorney Frank W. DiCatri appeared by phone means for Plaintiff Johnson Bank. Receiver Michael S Polsky appeared by phone means with Attorney CJ Murray. Attorney John R. Schreiber and Brian Brondstetter in court for Other SCDC, LLC. Parties have agreed on briefing schedule: Initial briefs by 5-22-15, responses by 6-3-15, on receiver's motion for preliminary injunction. Evidentiary hearing needed. Hearing date set for June 9th, attorneys to stipulate as to facts not in dispute. Atty Schreiber requests that the receiver be prohibited from executing any sales agreements/purchase agreements until this matter is taken care of. Per Atty Polsky, there was no objection when he requested to list. The receiver can proceed to market, but cannot sell without the approval of the court and Atty Schreiber's client's rights are properly preserved. BTC: Copy of listing contract to be provided to Atty Schreiber. Court has to approve any action and notice will be given. Listing agent to be aware of this action. Hearing scheduled for June 9, 2015 at 01:30 pm.			
05-06-2015	Proof of claim			
	Additional text: from US Bank NA dba US Bank Equipment Finance - \$17,699.81			
05-06-2015	Temporary restraining order	Mueller, Emily S.		
	Additional text: against ACDC LLC, NAHF Lincoln Manor GP Inc, and Westlake Housing LP.			
05-05-2015	Hearing	Mueller, Emily S.	Anderson, Robin	

Date	Event	Court official	Court reporter	Amount
	Additional text: Court Reporter: Robin Anderson. Receiver Michael S Polsky appeared by phone means with Attorney CJ Murray. Attorney Frank W. DiCastri appeared by phone means for Plaintiff Johnson Bank. Attorney John R. Schreiber appeared by phone means with Brian Brondstetter for Other SCDC, LLC. on receiver's (emergency) Motion for a Temporary Injunction against SCDC LLC. SCDC is attempting to terminate/substitute the current management of Lincoln Manor. Per Atty Schreiber, LLOR is not a party to the operating agreement. Per Atty Polsky, separate management agreement in effect. His current management has been displaced. No notice was provided to him as receiver. New managing member terminated the property management agreement and the current management. He would like the opportunity to brief the issue and to maintain the status quo until a hearing can be held. Per Atty Schreiber, no injunction necessary in a receivership. There are tax issues at stake. They would like to control their own economic interests. Receiver can still sell any assets. US Bank has issued a default. Per Atty DiCastri, LLOR value will be diminished. Property is being offered as a package. No objections have been voiced until now. Per Atty Polsky, hostile take-over which diminishes property value, he feels order has been violated. Per Atty Schreiber, SCDC not a creditor in this matter. Tax credits may be lost and \$2M at stake. BTC: TRO issued prohibiting the termination of Lincoln Lutheran as property manager for Lincoln Manor. Restraining Order prohibiting the substitution of another party as managing member of LLMR until ownership interests are sorted out. Atty Polsky to prepare the TRO. Parties to discuss the situation now that oral ruling is made and briefing schedule to be held on Thursday at 1:30 a.m., may appear by Court Call. Any additional info for the court to be furnished by Thursday morning. Telephone scheduling conference scheduled for May 7, 2015 at 01:30 pm.			
05-05-2015	Letters/correspondence			
	Additional text: (fax) from Atty Schreiber with copy of notice of removal.			
05-04-2015	Letters/correspondence			
	Additional text: (fax) Letter and Termination of Property Management Agreement from Atty Murray.			
05-04-2015	Motion			
	Additional text: (fax) Receiver's Motion for a Temporary Injunction against SCDC LLC.			
04-29-2015	Received documents			
04-29-2015	Telephone scheduling conference	Mueller, Emily S.	Anderson, Robin	

Date	Event	Court official	Court reporter	Amount
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Additional text:

Court Reporter: Robin Anderson. Receiver Michael S Polsky appeared by phone means. Other Gary D. Ashman appeared by phone means for Racine Real Estate. Attorney Frank W. DiCatri appeared by phone means for Plaintiff Johnson Bank. Atty Jacob Manian appeared by phone means for Racine Real Estate LLC. Judge discloses that she has accounts at Johnson Bank. No objection by any attorney. Per Atty Ashman, schedule was a stipulation by all parties and to account for all factors, including those which may not occur. They didn't want to have to come back in and request more time. Per Atty DiCatri, the bank shares the court's concern with the proposed scheduling order and doesn't feel it should take that long to get this accomplished. Per Atty Polsky, experts may be necessary regarding damages and their opinion regarding dealing with skilled care facilities. Per Atty Ashman, if no summary judgment motions, time can be taken out of proposed schedule. Per Atty DiCatri, he does not anticipate a summary judgment motion, Attys Polsky and Ashman don't either. BTC: #1 -5 of proposed scheduling order are okay. Discovery closed by 3-15-16. ARD/mediation required by 4-1-16. 2-3 day COURT trial scheduled to begin 4-19-16. If they wish, parties may furnish trial brief/memorandum by 4-14-16. Atty Polsky to prepare new order. Regarding defective notice that was filed yesterday: BTC: Atty Polsky to send any objections he receives to the court and schedule hearing. Any objection to file timely waived. Court trial scheduled for April 19, 2016 at 08:30 am.

04-29-2015	Letters/correspondence			
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Additional text:

Letter and proposed scheduling order from Atty Polsky (fax)

04-27-2015	Certificate of service			
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04-27-2015	Notice			
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Additional text:

Notice of the Entry of Order and the Right to Object; any objections to the order must be filed on or before 5-4-15.

04-24-2015	Certificate of service			
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Additional text:

(fax)

04-24-2015	Other papers			
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Additional text:

(fax) Amendment to SEIU Healthcare Wisconsin Proof of Claim Regarding PTO

04-23-2015	Proof of claim			
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Additional text:

from Express Elevator LLC - \$300.00 (Lincoln Villas - South)

04-23-2015	Proof of claim			
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Date	Event	Court official	Court reporter	Amount
	Additional text: from Express Elevator LLC - \$1,024.00 (Lincoln Lutheran Central)			
04-17-2015	Proof of claim			
	Additional text: from Nassco Inc - \$1,000.46			
04-17-2015	Order	Mueller, Emily S.		
	Additional text: Order Authorizing Receiver to Enter into Exclusive Listing Contract.			
04-17-2015	Motion hearing	Mueller, Emily S.	Anderson, Robin	
	Additional text: Court Reporter: Robin Anderson. Receiver Michael S Polsky in court. Attorney Frank W. DiCastrì in court for Plaintiff Johnson Bank (Scott Kelly). Attorney Shannon A. Allen in court for Other Racine Real Estate LLC. Atty Gary D. Ashman in court for Racine Real Estate. On Racine Real Estate's Motion to Release Escrow Funds. Money is being held as a sale did not occur. Argument by Atty Ashman. Breach of contract. Receiver does not have title to the assets. Title company not taking position on the matter. Facility has been sold to a third party. No affidavits provided. Argument by Atty Polsky. Racine Real Estate is a creditor. Would like a scheduling order set regarding the title question. Order of 12-30-14 and Assignment noted. Receiver has been focused on the sale of the property, and taking care of all residents involved. One day evidentiary hearing requested. Per Atty DiCastrì. Even though it was a large endeavor, the sale was done in three months. BTC: Title company isn't going to release any funds without either an agreement from the parties or an order of the court. Both parties agree to court determining the matter. Schedule, hearing date and any other orders at issue. Parties can stipulate to timing. Atty Ashman requests leave to file any amendments. No objection by Atty Polesky. BTC: Parties to determine how long a hearing will be necessary, how long it will take to prepare, what orders are needed. Stipulated scheduling order if appropriate. Phone scheduling conference set, attys may appear by court call if not disputed and only court dates needed. If any stip, to provide it to the court by noon on 4-28-15. May contact the clerk for any other court dates. Order Authorizing Receiver to Enter into Exclusive Listing Contract signed today, Atty Polsky to also provide a notice with copies that they have right to object in bold.			
04-17-2015	Notice of hearing			
	Additional text: Telephone scheduling conference on April 29, 2015 at 10:00 am.			
04-16-2015	Motion			
	Additional text: Receiver's Motion for Authority to Enter into Exclusive Listing Contract			
04-13-2015	Proof of claim			

Date	Event	Court official	Court reporter	Amount
	Additional text: from the Journal Times - \$3,174.07			
04-13-2015	Response/reply Additional text: (fax) Reply to Receiver's Objection Regarding Racine Real Estate LLC's Motion to Release Escrow Funds.			
04-10-2015	Proof of claim Additional text: from Darlene Davies - \$422.18			
04-10-2015	Proof of claim Additional text: from Wheaton Franciscan Medical Group - \$3,000.00.			
04-10-2015	Other papers Additional text: Receiver's Objection to Racine Real Estate LLC'S Motion to Release Escrow Funds			
04-10-2015	Proof of claim Additional text: from Siena on the Lake Inc - \$4,650,000.00, plus			
04-10-2015	Proof of claim Additional text: from Linda Sheppard - \$611.88			
04-10-2015	Proof of claim Additional text: from Grisel Nunez - \$9,250.00			
04-09-2015	Proof of claim Additional text: from Sodexo Operations LLC - \$742,725.42			
04-09-2015	Proof of claim Additional text: from Cerner Corp - \$2,752.75			
04-09-2015	Proof of claim			

Date	Event	Court official	Court reporter	Amount
	Additional text: from Koenen's LLC - \$72,724.49			
04-08-2015	Proof of claim Additional text: from SEIU Healthcare Wisconsin - for employees' Paid Time Off			
04-08-2015	Proof of claim Additional text: from SEIU Healthcare Wisconsin - \$34,711.50. (fax)			
04-08-2015	Proof of claim Additional text: from National Labor Relations Board, Subregion 30 - approx \$35,000.00.			
04-08-2015	Proof of claim Additional text: from Kyle Keeker - \$16,211.72			
04-08-2015	Proof of claim Additional text: from Marion Patterson - \$12,985.80			
04-08-2015	Proof of claim Additional text: from Cynthia David (thru Atty Grundberg) - \$16,535.02 (duplicate)			
04-07-2015	Proof of claim Additional text: from Simplex Grinnell - \$10,030.80			
04-07-2015	Proof of claim Additional text: from Cynthia David - \$16,535.02			
04-06-2015	Proof of claim Additional text: from Reinhart Boerner VanDeuren SC - \$273,567.90			
04-06-2015	Proof of claim Additional text: from Alexander Ostrov - \$3,744.29			

Date	Event	Court official	Court reporter	Amount
04-06-2015	Proof of claim Additional text: from Debra Stich - \$5,693.04			
04-02-2015	Proof of claim Additional text: from Cisco Capital - DelageLanden Services - \$27,788.42			
04-02-2015	Proof of claim Additional text: from Dominicans at Siena on the Lake Inc.- contingent and unliquidated			
04-01-2015	Proof of claim Additional text: from Racine Real Estate LLC - \$300,000.00			
04-01-2015	Proof of claim Additional text: from Carmichael & Associates - \$244.00			
04-01-2015	Proof of claim Additional text: from Gail Phillips - \$1,530.61			
04-01-2015	Proof of claim Additional text: from Dorothy Mann - \$776.76			
03-31-2015	Order Additional text: allowing Richard Jacobson to participate in this action on behalf of Racine Real Estate LLC.	Mueller, Emily S.		
03-31-2015	Order Additional text: allowing Gary Ashman to participate in this action on behalf of Racine Real Estate LLC.	Mueller, Emily S.		
03-30-2015	Proof of claim Additional text: from Fitzsimmons Hospital Service - \$11,113.45			
03-30-2015	Proof of claim			

Date	Event	Court official	Court reporter	Amount
	Additional text: from Wisconsin Electric - \$29,351.49			
03-30-2015	Proof of claim Additional text: Infosolt Group - \$7,700.00			
03-27-2015	Proof of claim Additional text: from Aimee Potter - \$10,523.86			
03-27-2015	Affidavit Additional text: Affidavit of Shannon A. Allen			
03-27-2015	Brief in support of motion Additional text: of Creditor, Racine Real Estate LLC to Release Escrow Funds; with certificate of service			
03-27-2015	Notice of motion, motion Additional text: of Creditor, Racine Real Estate LLC, to Release Escrow Funds; with certificate of service			
03-27-2015	Notice of Appearance Additional text: Shannon Allen for Racine Real Estate			
03-27-2015	Petition Additional text: Petition for Admission of Richard M. Jacobson, Pro Hac Vice			
03-27-2015	Petition Additional text: Petition for Admission of Gary D. Ashman, Pro Hac Vice			
03-27-2015	Proof of claim Additional text: from Dennis Boll - \$1,044.63			
03-26-2015	Proof of claim Additional text: from Aramark - \$23,468.97			

Date	Event	Court official	Court reporter	Amount
03-25-2015	Proof of claim Additional text: from Piranha Paper Shredding LLC			
03-24-2015	Proof of claim Additional text: from Diane Zacharis - 84 PTO hours.			
03-23-2015	Proof of claim Additional text: from Wendy Mau - \$6,521.1612			
03-23-2015	Proof of claim Additional text: from Impact Networking LLC - \$4,617.15			
03-20-2015	Proof of claim Additional text: from Patricia Labucki - AMENDED to \$1,903.39. Letter from Ms. Labucki			
03-20-2015	Proof of claim Additional text: from Patricia Labucki - \$699.45			
03-16-2015	Proof of claim Additional text: from Ruth Plocinski - \$8,294.69			
03-13-2015	Proof of claim Additional text: from RehabCare Group - \$514,816.89			
03-11-2015	Proof of claim Additional text: from City of Racine - \$3,644.49			
03-09-2015	Proof of claim Additional text: from Great Lakes Roofing Corporation - \$2,485.05			
03-09-2015	Proof of claim			

Date	Event	Court official	Court reporter	Amount
	Additional text: from Econoprint of Racine - \$102.72			
03-09-2015	Proof of claim			
	Additional text: from Pathway Health Services - \$2,289.33			
03-06-2015	Proof of claim			
	Additional text: from Omnicare Inc - \$22,143.68			
03-06-2015	Proof of claim			
	Additional text: from United Mechanical Inc - \$14,064.27			
03-05-2015	Proof of claim			
	Additional text: from HD Supply - \$375.09			
03-04-2015	Proof of claim			
	Additional text: from HD Supply Facilities Maintenance - \$273.03			
03-04-2015	Proof of claim			
	Additional text: from HD Supply Facilities Maintenance - \$215.63			
03-04-2015	Proof of claim			
	Additional text: from HD Supply Facilities Maintenance			
03-02-2015	Proof of claim			
	Additional text: from Mobility Works - \$100.98			
03-02-2015	Proof of claim			
	Additional text: from Quality Catering for Kids Inc - \$6505.35			
03-02-2015	Proof of claim			
	Additional text: from LEAF Capital Funding LLC - \$4,470.82			

Date	Event	Court official	Court reporter	Amount
03-02-2015	Proof of claim Additional text: from LEAF Capital Funding LLC - \$2717.03			
03-02-2015	Proof of claim Additional text: from LEAF Capital Funding LLC - \$2,411.68			
02-25-2015	Proof of claim Additional text: from Omnicare Inc - \$27,014.09			
02-25-2015	Other papers Additional text: Receiver's Report of Sale			
02-25-2015	Order Additional text: Order Approving the Sale of Certain Assets of Lincoln Lutheran of Racine Wisconsin Inc Free and Clear of all Liens, Claims and Encumbrances and for Authority to Disburse the Sale Proceeds.	Mueller, Emily S.		
02-25-2015	Motion hearing Additional text: Court Reporter: Robin Anderson. Receiver Michael S Polsky in court with attorney CJ Murray. Attorney Frank W. DiCatri in court for Plaintiff Johnson Bank. Denis Bartell appeared for Villa Health Care. Supporting representatives from bank, receiver, and buyer present. Receiver's Report of Sale filed and reviewed by the court. No objection to sale filed or present in court today. Per Atty Polsky, there were unacceptable bids for most lots, only sale of Lincoln Village property to be approved today. \$2.85 million for Lot 1. Villa Group to purchase Lincoln Village, 71 residents currently. Villa Group is independent third party. Since this is a licensed care facility, appropriate state licenses must be transferred so as of 3-1-15 Villa Group to take over management. Sale price is less than what is owed to Johnson Bank, however Johnson Bank consents to the sale. Per Atty Castri, Johnson Bank consents to this sale. Atty Bartel confirms the negotiations and they will bargain in good faith with the union. Per Atty Polsky, sale is in the best interest of Lincoln Lutheran and the community. Operations will continue and employees to remain. BTC: Bid and Sale approved. Order signed. No further scheduling needed at this time. They are working with other agencies to facilitate disposing of remaining matters.	Mueller, Emily S.	Anderson, Robin	
02-23-2015	Proof of claim Additional text: from Krueger Communications Inc - \$18,205.50			
02-19-2015	Other papers			

Date	Event	Court official	Court reporter	Amount
	Additional text: Auction Terms and Procedures			
02-19-2015	Letters/correspondence			
	Additional text: from Atty Polsky w/Auction Terms and Procedures			
02-17-2015	Proof of claim			
	Additional text: from E. Victoria Becker by power of attorney, Jon Becker - \$22,095.29.			
02-13-2015	Exhibit			
	Additional text: Exhibits A - E to go with Joint Response of Receiver and Johnson Bank to the Dominicans' Objection to the Order Authorizing Receiver to Borrow Funds and to Grand Additional Liens and Security Interest.			
02-13-2015	Letters/correspondence			
	Additional text: (fax) Letter from Atty Polsky indicating matter has been resolved and 2-16-15 hearing can be cancelled.			
02-10-2015	Proof of publication			
02-10-2015	Proof of claim			
	Additional text: from Carolyn Seeger - \$16,130.59.			
02-09-2015	Response/reply			
	Additional text: Joint Response of Receiver and Johnson Bank to the Dominicans' Objection to the Order Authorizing Receiver to Borrow Funds and to Grant Additional Liens and Security Interests			
02-09-2015	Notice of hearing			
02-09-2015	Proof of claim			
	Additional text: from Gulf South Medical Supply Inc - \$49,780.32			
02-09-2015	Proof of claim			
	Additional text: from Direct Supply Inc - \$4,048.27			
02-03-2015	Proof of claim			

Date	Event	Court official	Court reporter	Amount
	Additional text: from Stanley Healthcare - \$619.29			
02-02-2015	Proof of claim			
	Additional text: from Photographic Design Ltd. - \$157.65			
01-30-2015	Other papers			
	Additional text: Objection to Receiver's Motion for Entry of an Order Authorizing Receiver to Borrow Funds and to Grant Additional Liens and Security Interest.			
01-29-2015	Proof of claim			
	Additional text: from Karl H Schnabel Co - \$977.01			
01-29-2015	Proof of claim			
	Additional text: from Kranz Inc - \$4614.49			
01-28-2015	Proof of claim			
	Additional text: from Inland Power Group - \$2104.00			
01-28-2015	Proof of claim			
	Additional text: from Everbank Commercial Finance - \$8,570.63			
01-27-2015	Proof of claim			
	Additional text: Ford Motor Credit Co - \$1004.88			
01-26-2015	Certificate of service			
01-26-2015	Other papers			
	Additional text: Auction Terms and Procedures			
01-26-2015	Motion			
	Additional text: Receiver's Motion to Sell Certain Assets of Lincoln Lutheran of Racine Free and Clear of All Liens, Claims and Encumbrances and for Authority to Disburse the Sale Proceeds			
01-26-2015	Notice of hearing			

Date	Event	Court official	Court reporter	Amount
	Additional text: of 2-25-15 hearing			
01-26-2015	Proof of claim Additional text: from Leasing Services LLC - \$6,088.00			
01-26-2015	Proof of claim Additional text: from North Shore Business Technology - \$4,321.38 (no Proof of Claim form provided, only copies of statements)			
01-20-2015	Proof of claim Additional text: from ALCO Sales & Service - \$630.80			
01-20-2015	Proof of claim Additional text: from Label Tape Systems - \$229.90			
01-20-2015	Proof of claim Additional text: from NTT Data Long Term Care Solutions - \$4,265.87			
01-16-2015	Other papers Additional text: Bond of Receiver			
01-15-2015	Certificate of service			
01-15-2015	Notice Additional text: Notice of the Entry of Financing Order and of the Right to Object			
01-15-2015	Notice Additional text: Notice of Receivership, Bar Date for Filing Claims, and Injunction			
12-30-2014	Affidavit of service Additional text: Michele Putz, 12/22/14 Scott Kelly affidavit, motion for temp injunction, motion for appointment of receiver, motion to shorten time for hearing, Michael Polsky affidavit, summons, complaint with exhibits			

Date	Event	Court official	Court reporter	Amount
12-30-2014	Certificate of service Additional text: 12/29/14 - copy of Assignment for the Benifit of Creditors			
12-30-2014	Letters/correspondence Additional text: from Whyte Hirschboeck Dudek with original Certificate of Service for the Assignment for the Benifit of Creditors			
12-30-2014	Other papers Additional text: fax of affidavit			
12-30-2014	Motion Additional text: Motion for Entry of an Order Authorizing Receiver to Borrow Funds & to Grant Additional Liens & Security Interests filed.			
12-30-2014	Motion Additional text: Motion for Case Management Order & to Employ Professionals			
12-30-2014	Motion Additional text: Motion to Amend Case Caption			
12-30-2014	Order Additional text: Order Authorizing Receiver to Borrow Funds & to Grant Additional Liens & Security Interests signed & filed.	Torhorst, Allan B.		
12-30-2014	Order Additional text: Order Establishing Case Management Procedures & Authorizing the Employment of Professionals by the Receiver	Torhorst, Allan B.		
12-30-2014	Order Additional text: Order Amending Case Caption (involuntary to voluntary)	Torhorst, Allan B.		
12-30-2014	Order appointing receiver	Torhorst, Allan B.		

Date	Event	Court official	Court reporter	Amount
	Additional text: Order appointing Receiver with Assignment for Benefit of Creditors incorporated			
12-30-2014	Motion hearing	Torhorst, Allan B.	Techert, Maggie	
	Additional text: Court Reporter: Maggie Techert. Frank DiCatri on behalf of the plaintiff & Robert MacDonald, VP of the Bank also present. LLH: Mark Metz appeared for the respondent, Lincoln Lutheran of Racine, Inc. Atty CJ Murray appeared for the nominated receiver, Michael Polsky. Atty Chris Schreiber appeared on behalf of Dominicans @ Sienna on the Lake. Parties have reached an agreement, recited by Mr. DiCatri. Mr. Murray for the receiver: Motion to Amend Case Caption, Motion for Case Management Order & to Employ Professionals, Motion for Entry of an Order Authorizing Receiver to Borrow Funds & to Grant Additional Liens & Security Interests filed. BTC: Order appointing Receiver with Assignment for Benefit of Creditors signed & filed. Order Amending Case Caption signed & filed. Order Establishing Case Management Procedures & Authorizing the Employment of Professionals by the Receiver signed & filed. Order Authorizing Receiver to Borrow Funds & to Grant Additional Liens & Security Interests signed & filed.			
12-29-2014	Letters/correspondence			
	Additional text: dated 12/29 from Whyte Hirschboeck Dudek with Assignment for the Benefit of Creditors			
12-26-2014	Exhibit			
	Additional text: Exhibit A to Affidavit of Michael Polsky			
12-23-2014	Letters/correspondence			
	Additional text: dated 12/22 from atty DiCatri with cert of service			
12-23-2014	Certificate of service			
	Additional text: 12/20/14 by e-mail to atty Mark Metz			
12-22-2014	Order	Mueller, Emily S.		
	Additional text: Order Shortening Time for Hearing on Appointment of Receiver			
12-22-2014	Affidavit			
	Additional text: Affidavit of Scott Kelly in Support of Complaint, Motion for Temporary Injunction, and Motion for Appointment of Receiver			
12-22-2014	Affidavit			

Date	Event	Court official	Court reporter	Amount
	Additional text: Affidavit of Michael S. Polsky Esq.			
12-22-2014	Motion			
	Additional text: Plaintiff's Motion to Shorten Time for Hearing for Appointment of a Wis Stats Chapter 128 Receiver			
12-22-2014	Motion			
	Additional text: Plaintiff's Motion for Appointment of a Wis Stats Chapter 128 Receiver			
12-19-2014	Proposed Order			
	Additional text: appointing receiver, enjoining creditors			
12-19-2014	Notice of motion			
12-19-2014	Summons and complaint			

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



1035

Return to Name and Address Below

Juliet Edmonds
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

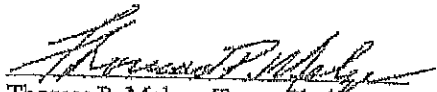
BE IT FURTHER RESOLVED that pursuant to Section 66.068 of the Wisconsin Statutes, the Mt. Pleasant Storm Water Utility District Commission is hereby created and shall be responsible for management and administration of the Utility District, subject to any approval, reporting or other requirements or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

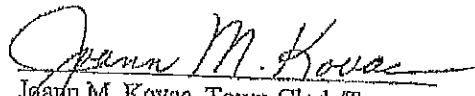
BE IT FURTHER RESOLVED that the Mt. Pleasant Storm Water Utility District Commission shall consist of three (3) Commissioners duly appointed by the Town Board. The initial Commissioners shall serve until their successors are appointed by the Town Board.

Dated this 26th day of January, 1998

Approved:

Attest:


Thomas P. Melzer, Town Chair


Jean M. Kovac, Town Clerk/Treasurer

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

PLEASE TAKE NOTICE:

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

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

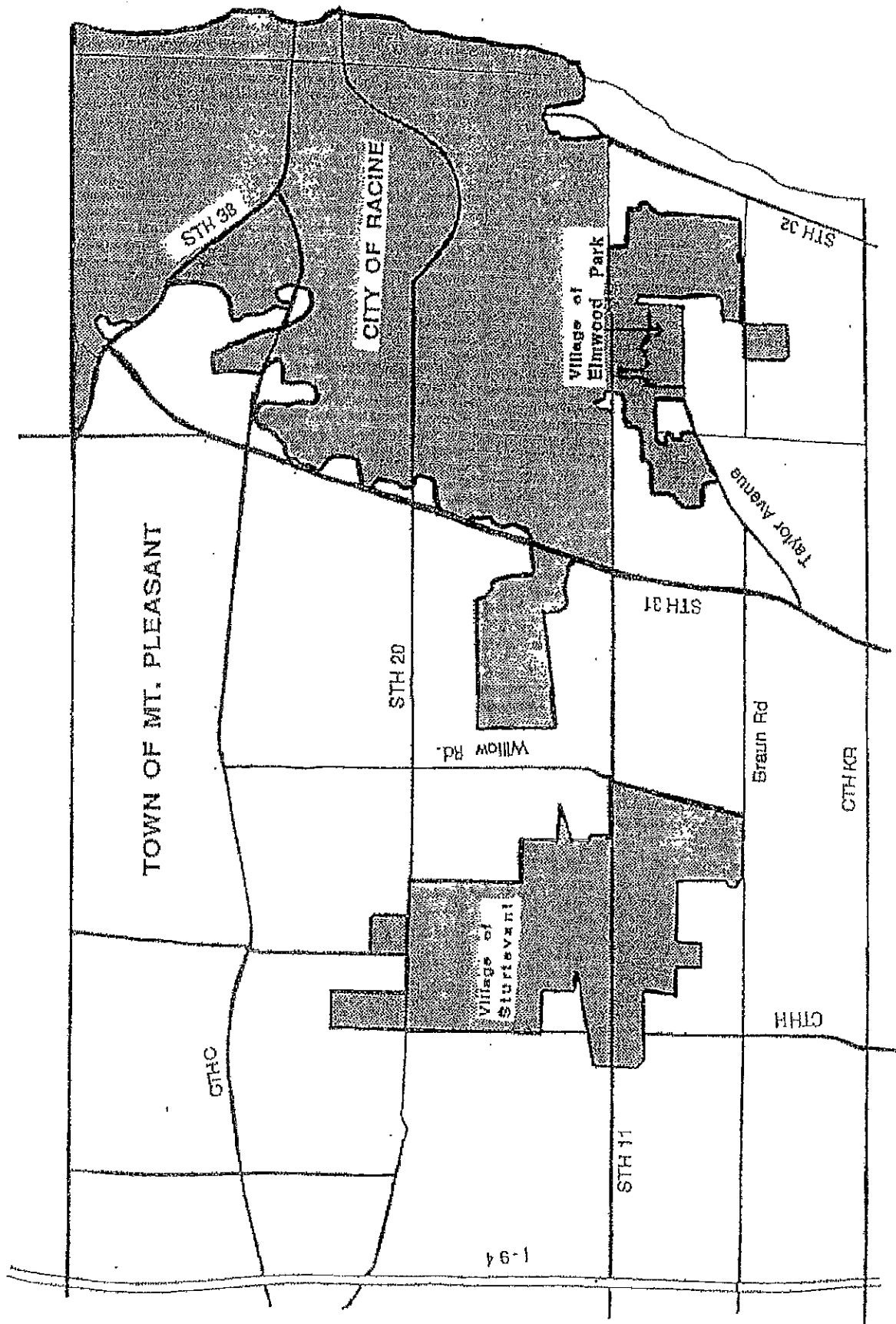
At such hearing all interested persons may be present and offer objections, criticisms or suggestions to the necessity of the proposed utility district and dissolution of the Mt. Pleasant Storm Water Drainage District No. 1 as outlined, and to question whether their property will be benefited by the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

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

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

DESCRIPTION

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



3741 151032213087000	3742 151032213088000	3743 151032213089000	3744 151032213090000	3745 151032213091000
3746 151032213092000	3747 151032213093000	3748 151032213094000	3749 151032213095000	3750 151032213096000
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3886 151032213232000	3887 151032213233000	3888 151032213234000	3889 151032213235000	3890 151032213236000
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DOC # 2158251
Recorded
DEC. 21, 2007 AT 04:25PM

James A. Ladwig

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$25.00



Document Number

Land Use Restriction
Agreement for
Low-Income Housing
Tax Credit

Document Title

25

Recording Area

Name and Return Address

Legal Services
Wisconsin Housing and Economic
Development Authority
P.O. Box 1728
Madison, WI 53701-1728

Parcel Identification Number (PIN)
151 03-22-13-151-000

This Instrument was drafted by:

Nelson D. Flynn
General Counsel
Wisconsin Housing and Economic Development Authority
201 West Washington Avenue, Suite 700
P.O. Box 1728
Madison, Wisconsin 53701-1728

LAND USE RESTRICTION AGREEMENT FOR LOW-INCOME HOUSING TAX CREDIT

THIS LAND USE RESTRICTION AGREEMENT FOR LOW-INCOME HOUSING TAX CREDIT (the "**Agreement**") is made and entered into as of December 12, 2007, between Lincoln Manor Redevelopment, LLC, a Wisconsin limited liability company, whose address is 1000 Domanik Drive, Racine, WI 53404 (the "**Owner**"), and WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT AUTHORITY, a Wisconsin public body corporate and politic, whose address is 201 West Washington Avenue, Suite 700, P.O. Box 1728, Madison, Wisconsin 53701-1728, ("**WHEDA**").

RECITALS:

The Owner is or shall be the owner of a one hundred twenty (120)-unit rental housing development (consisting of 113 tax credit units and 7 market rate units). The development is located on lands in the Village of Mount Pleasant, County of Racine, State of Wisconsin, more particularly described in Exhibit A hereto, known as Lincoln Manor (LIHC #05-5009, Building Identification Numbers (BIN) WI05-009-01, WI05-009-02, WI05-009-03, WI05-009-04, WI05-009-05, WI05-009-06 and WI05-009-07) (the "**Project**"); and

The Project consists of the following buildings:

Building 1:	5817 16 th Street, Mount Pleasant, WI 53406	BIN WI05-009-01;
Building 2:	5801 16 th Street, Mount Pleasant, WI 53406	BIN WI05-009-02;
Building 3:	5813 16 th Street, Mount Pleasant, WI 53406	BIN WI05-009-03;
Building 4:	5811 16 th Street, Mount Pleasant, WI 53406	BIN WI05-009-04;
Building 5:	5809 16 th Street, Mount Pleasant, WI 53406	BIN WI05-009-05;
Building 6:	5807 16 th Street, Mount Pleasant, WI 53406	BIN WI05-009-06; and
Building 7:	5805 16 th Street, Mount Pleasant, WI 53406	BIN WI05-009-07;

WHEDA has been designated by the Governor of the State of Wisconsin as the housing tax credit agency for the state of Wisconsin for the allocation of low-income housing tax credits; and

The Owner has applied to WHEDA for an allocation of low-income housing tax credits to the Project; and

The Owner and the Project must continuously comply with Section 42 and other applicable sections of the Internal Revenue Code of 1986, as amended (the "**Code**") and the Treasury Regulations thereunder (the "**Treasury Regulations**"); and

Compliance by Owner and the Project with Code Section 42 is in large part within the control of the Owner; and

WHEDA is unwilling to allocate low-income housing tax credits to the Project unless the Owner shall, by entering into this Agreement, consent to be regulated by WHEDA in order that WHEDA may enforce the occupancy restrictions and other covenants, terms and conditions of this Agreement in accordance with the Code and the regulations promulgated thereunder; and

The Owner has represented to WHEDA in the Owner's Low-Income Housing Tax Credit Application (the "**Application**") that Owner shall maintain under Code Section 42(c)(1)(B) an "**applicable fraction**" of no less than the percentage listed in the following table, under Code Section 42(c)(1)(B) (the "**Target Fraction**") throughout the total of the "compliance period" for the Project under Code Section 42(l)(1) (the "**Compliance Period**") and the "extended use period", as described in Section 3 of this Agreement.

Building 1:	95.83%;
Building 2 and Building 7:	100.00%;
Building 3, Building 5 and Building 6:	91.67%; and
Building 4:	83.33%.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and of other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Owner and WHEDA agree as follows:

1. **Definitions.** All words and phrases used in this Agreement, defined in the Code or the regulations promulgated thereunder, and not defined herein, shall have the meanings assigned to such words and phrases by the Code or such regulations.

2. **Representations, Covenants and Warranties of the Owner.** Owner makes the following representations and warranties to induce WHEDA to enter into this Agreement and further represents, warrants and covenants that:

(a) The Owner has the full legal right, power and authority to execute and deliver this Agreement and to perform all the undertakings of the Owner hereunder.

(b) The Owner has good and marketable title to the Project.

(c) The Project constitutes and will constitute residential rental property, as defined in Code Section 42 and the regulations promulgated thereunder, the rental units of which will be rented or available for rental on a continuous basis to members of the general public. The Project consists of one or more proximate buildings or structures containing one or more similarly constructed accommodations containing separate and complete facilities for living, sleeping, eating, cooking and sanitation which are to be used on other than a transient basis and facilities which are functionally related and subordinate to such accommodations. No actions will be taken by the Owner which will in any way impair the use of the Project therefor.

(d) The Owner will not knowingly take or permit to be taken any action, which would have the effect, directly or indirectly, of causing the Project to be in noncompliance with Code Section 42 and the regulations promulgated thereunder.

(e) The Owner shall comply with all federal and state fair housing laws as now or hereafter in effect and shall not discriminate upon any basis prohibited by law in the lease, use or occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project.

(f) The Owner shall not:

- (i) demolish any part of this Project or substantially subtract from any real or personal property of the Project;
- (ii) permit the use of any residential rental unit for any purpose other than rental housing during the term of this Agreement; or
- (iii) refuse to lease a unit to a holder of a voucher or certificate of eligibility under Section 8 of the United States Housing Act of 1937 because of the status of the prospective tenant as such a holder.

(g) The Owner warrants that it has not and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

(h) If the Owner becomes aware of any situation, event or condition, which would result in noncompliance of the Project or the Owner with Code Section 42 or the regulations thereunder, the Owner shall promptly give written notice thereof to WHEDA.

(i) All units of the Project occupied by Qualifying Tenants shall be of comparable quality to other units in the Project.

(j) Owner covenants that it shall, at all times during the term of restrictions described in Section 3, maintain the Target Fraction for each building in the Project.

(k) Owner warrants that the Project complies in all respects with Code Section 42 and the regulations promulgated thereunder and covenants that the Project shall continue, during the term of this Agreement, to

comply in all respects with such Section and regulations. Owner warrants that all information heretofore supplied by Owner to WHEDA in connection with Owner's Application is true and correct in all respects. The Owner's Application and accompanying attachments are incorporated herein by reference and made a part hereof.

(l) The tax identification number of Owner is 20-3503259.

(m) The acquisition phase of the Project was placed in service (as defined in Code Section 42) on November 30, 2005, and the rehabilitation phase of the Project was placed in service on December 31, 2006.

(n) The Owner covenants that it shall not dispose to any person any portion of any building in the Project unless all of such building is disposed of to such person.

(o) The Owner covenants that in accordance with Code Section 42(h)(6)(E)(ii), during the "**extended use period**" for the Project (as defined in Code Section 42(h)(6)(D) and (E)), and continuing until the close of the 3-year period following termination of such "extended use period," it shall not (i) evict or terminate the tenancy (other than for good cause) of an existing tenant of any low-income unit; or (ii) increase the gross rent of any such existing tenant above the amount otherwise permitted under Code Section 42.

(p) The Owner covenants and agrees that the Owner shall pay all reasonable monitoring fees established by WHEDA from time to time pursuant to WHEDA's responsibility for monitoring compliance with this Agreement and the Code.

3. Term of Restrictions.

(a) The term of the restrictions imposed by this Agreement shall:

(i) commence upon the first day of the first taxable year of the Compliance Period for any building in the Project; and

(ii) except to the extent provided in Section 3b below, end on the 30th anniversary of the commencement date established under Section 3(a)(i) above for all buildings in the Project. This 30-year term is comprised of the Compliance Period and an "**extended use period**" described in Code Section 42(h)(6)(D)(ii)(I) and is a "more stringent requirement" under Code Section 42(h)(6)(E)(i)(II).

(b) Notwithstanding the provisions of Section 3(a), this Agreement and the restrictions hereunder shall cease to apply upon the date the Project is acquired by foreclosure (or instrument in lieu of foreclosure) unless WHEDA or the Secretary of the Treasury determines that such acquisition is part of an arrangement with Owner a purpose of which is to terminate the restrictions imposed by this Agreement.

(c) The requirement in Section 2(n) above may be terminated following the close of the Compliance Period, in the discretion of WHEDA, if units in the Project are to be sold to low-income tenants pursuant to a lease-purchase or similar program approved by WHEDA in connection with the Application.

4. Occupancy Restrictions. The Owner represents, warrants and covenants that:

(a) Pursuant to the Code, units in the Project shall be occupied (or treated as occupied as provided herein) by individuals or families whose income is the percent or less of area median gross income (including adjustments for family size) (collectively, the "**Qualifying Tenant**"), as follows: six (6) units @ 40%; forty-five (45) units @ 50%; and sixty-two (62) units @ 60%. Said units (the "**Low-Income Units**") shall be rent restricted as provided in Subsection 4.e. hereof. Any unit occupied by an individual or family who is a Qualifying Tenant at the commencement of occupancy shall continue to be treated as if occupied by a Qualifying Tenant if such unit continues to be rent restricted; provided that should such Qualifying Tenant's income subsequently exceed 140% of the applicable income limit, such tenant shall no longer be a Qualifying Tenant, if after such determination of income, but prior to the next determination, any residential unit of comparable or smaller size is rented to a tenant who is not a Qualifying Tenant.

(b) As a condition to occupancy, each person who is intended to be a Qualifying Tenant shall be required to sign and deliver to the Owner an Income Certification in a form acceptable to WHEDA, which form may change from time to time (the "Income Certification"). In addition, such person shall be required to provide whatever other information, documents or certifications are deemed necessary by WHEDA to substantiate the Income Certification.

(c) The form of lease to be utilized by the Owner in renting any units in the Project to any person who is intended to be a Qualifying Tenant shall provide for termination of the lease and consent by such person to immediate eviction for failure to qualify as a Qualifying Tenant as a result of any material misrepresentation made by such person with respect to the Income Certification or the failure by such tenant to execute an Income Certification.

(d) Income Certifications will be maintained and accessible to WHEDA with respect to each Qualifying Tenant who resides in a Project unit, and the Owner will, promptly upon request, file a copy thereof with WHEDA.

(e) All low-income units shall be "rent restricted" units within the meaning of Code Section 42(g)(2), and shall satisfy the requirements of Code Section 42(i)(3).

5. Enforcement.

(a) The Owner shall permit, during normal business hours and upon reasonable notice, any duly authorized representative of WHEDA to inspect any books and records of the Owner regarding the Project and with respect to the incomes of Qualifying Tenants which pertain to compliance with the provisions of this Agreement and Code Section 42, and the regulations promulgated thereunder.

(b) Owner shall submit any other information, documents or certifications requested by WHEDA which WHEDA shall deem reasonably necessary to substantiate the Owner's continuing compliance with the provisions of this Agreement and Code Section 42, and the regulations promulgated thereunder, or reasonably necessary to assist WHEDA in carrying out its responsibilities as a "housing credit agency" under Code Section 42 or the regulations promulgated thereunder or pursuant to any agreement between WHEDA and the United States Department of the Treasury with respect thereto.

(c) The Owner covenants that it will not knowingly take or permit any action that would result in a violation of this Agreement or of the requirements of the Code or the regulations promulgated thereunder. Moreover, Owner covenants to take any lawful action (including amendment of this Agreement as may be necessary, in the opinion of WHEDA) to cause the Project to comply with the Code and the regulations promulgated thereunder.

(d) If any violation of this Agreement or the Code by Owner is not corrected to the satisfaction of WHEDA within the period of time specified by WHEDA, which shall be at least thirty (30) days after the date notice of default to the Owner is mailed, or within such further time as WHEDA determines is necessary to correct the violation, but in any case not to exceed any limitations set by the Code or the regulations promulgated thereunder, then WHEDA shall have the right, without further notice, to declare a default under this Agreement, in which case WHEDA shall have the right to apply to any court, state or federal, for specific performance of this Agreement or an injunction against any violation of this Agreement or any other remedies at law or in equity or any such other action as shall be necessary or desirable so as to correct noncompliance with this Agreement. Owner hereby acknowledges that WHEDA and the other beneficiaries of this Agreement hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder.

(e) Owner hereby agrees that the representations and covenants set forth herein may be relied upon by WHEDA. WHEDA may conclusively rely upon statements, certificates and other information provided by the Owner and the Qualifying Tenants, and upon audits of the books and records of the Owner or the Project.

(f) In addition to the rights granted hereunder to WHEDA to enforce the terms of this Agreement, all Qualified Persons shall have the right to enforce the following provisions of this Agreement in any Wisconsin court: (i) the Owner's covenant in Section 2(j); and (ii) the Owner's covenant in Section 2(o). For purposes of this paragraph, a Qualified Person shall include any individual whose annual income for purposes of Code Section 42(g) would permit such individual to occupy a low-income unit in the Project, whether such individual is a past, present or prospective occupant of a unit in the Project.

(g) To the extent that any provision of this Agreement conflicts with or is more or less restrictive than any provision of the Code or the regulations promulgated thereunder that applies to the Project, the more restrictive provision shall control.

6. **Covenants Run With the Land; Successors Bound.** This Agreement shall be recorded in the real property records of the county where the Project is located. This Agreement shall run with the land and bind the Owner and its successors and assigns and all subsequent owners of the Project and all holders of any other interest therein.

7. **Interpretation.** Any terms not defined in this Agreement shall have the same meaning as terms defined in Code Section 42 and the regulations promulgated thereunder. As used in this Agreement, references to "**the Code and the regulations promulgated thereunder**" shall refer to the Code, all regulations, revenue rulings, revenue procedures and interpretative opinions or rulings promulgated or issued thereunder, now in effect or as the same may be in the future amended, promulgated or issued from time to time.

8. **Amendment.** This Agreement may be amended only in writing as mutually agreed by Owner and WHEDA. Notwithstanding the foregoing, all provisions of Code Section 42(h)(6), as amended from time to time, which must be included in this Agreement in order to cause this Agreement to be an "**extended low-income housing commitment**" under Code Section 42, are and shall be expressly incorporated herein by this reference. Any such provision shall be enforceable, in state court or otherwise, only by those persons who must have the right to enforce such provision in order to cause this Agreement to be an "**extended low-income housing commitment**" under Code Section 42.

9. **Severability.** The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof. All provisions of this Agreement shall be construed wherever possible in a manner that does not conflict with the Code. To the extent any such conflict exists, the Code shall prevail.

10. **Notices.** All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing.

To WHEDA: ATTENTION: General Counsel
 Wisconsin Housing and Economic
 Development Authority
 201 West Washington Avenue, Suite 700
 P.O. Box 1728
 Madison, Wisconsin 53701-1728

To the Owner: ATTENTION: Jerry Apple, CFO
 Lincoln Manor Redevelopment, LLC
 2000 Domanik Drive
 Racine, WI 53404

WHEDA, and the Owner, may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. If the address of the Owner has changed from that given above or subsequently designated under the previous sentence, WHEDA may conclusively presume that the address of the Owner for purposes of this Section 10 is the address to which property tax bills for the Project are delivered.

11. **Governing Law.** This Agreement shall be governed by the laws of the state of Wisconsin and, where applicable, the laws of the United States of America.

12. **Project Noncompliance.** If the Owner or the Project fails to comply with this Agreement or with the Code, and the regulations promulgated thereunder beyond any applicable cure period, WHEDA may, in addition to all of the remedies provided under this Agreement or by law or in equity, request the Internal Revenue Service to find the Project ineligible for low-income housing tax credits and to immediately commence recapture of the tax credits heretofore allocated to the Project.

13. **Release.** Owner hereby releases WHEDA from any claim, loss, demand or judgment arising out of the allocation of low-income housing tax credits to the Project, the recapture of such credits under the Code, the decertification of the Project, or the exercise in good faith by WHEDA of any rights or remedies granted to WHEDA under this Agreement. Specifically, the Owner acknowledges and agrees that it is Owner's sole responsibility to ensure that this Agreement constitutes an "extended low-income housing commitment" under Code Section 42(h)(6)(B).

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective duly authorized representatives, as of the day and year first written above.

LINCOLN MANOR REDEVELOPMENT, LLC

By: LMR Managing Member, LLC,
Managing Member

By: Lincoln Lutheran of Racine, Wisconsin, Inc.
Manager

By: [Signature] CFO
Jerry Apple, Chief Financial Officer

WISCONSIN HOUSING AND ECONOMIC
DEVELOPMENT AUTHORITY

By: [Signature]
Nelson D. Flynn, General Counsel

ACKNOWLEDGMENTS

STATE OF WISCONSIN)
COUNTY OF RACINE) ss

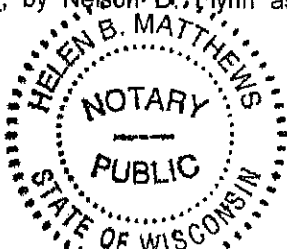
This Land Use Restriction Agreement for Low-Income Housing Tax Credit was acknowledged before me on December 17, 2007, by Jerry Apple, Manager of Lincoln Lutheran of Racine, Wisconsin, Inc.



[Signature]
Notary Public, State of Wisconsin
My Commission expires: 6-28-09

STATE OF WISCONSIN)
COUNTY OF DANE) ss

This Land Use Restriction Agreement for Low-Income Housing Tax Credit was acknowledged before me on 12/18, 2007, by Nelson D. Flynn as General Counsel of the Wisconsin Housing and Economic Development Authority.



[Signature]
Helen B. Matthews
Notary Public, State of Wisconsin
My Commission expires: August 2, 2009

EXHIBIT A

Legal Description

Part of the Southwest $\frac{1}{4}$ of Section 13, Town 3 North, Range 22 East, in the Village of Mt. Pleasant, Racine County, State of Wisconsin, bounded and described as follows: Commence at the Southwest corner of the said Southwest $\frac{1}{4}$; running thence South 89 degrees 08 minutes 18 seconds East 690.67 feet on the South line of said Southwest $\frac{1}{4}$ to the point of beginning of this description; running thence North 00 degrees 51 minutes 42 seconds East 294.45 feet to a point on the South line of 16th Street; thence South 89 degrees 08 minutes 18 seconds East 484.01 feet to a point of curvature of a curve of Northeasterly convexity whose radius is 545.00 feet and whose chord bears South 73 degrees 08 minutes 46 seconds East 300.30 feet; thence Southeasterly 304.24 feet on the arc of said curve and the Southerly line of 16th Street to a point of reverse curvature of a curve of Southwesterly convexity whose radius is 556.91 feet and whose chord bears South 73 degrees 08 minutes 46 seconds East 306.87 feet; thence Southeasterly 310.89 feet on the arc of said curve and the Southerly line of 16th Street to its point of tangency; thence South 89 degrees 08 minutes 18 seconds East 113.93 feet to a point on the centerline of State Trunk Highway 31; thence South 15 degrees 15 minutes 26 seconds West 103.48 feet on said centerline; thence South 11 degrees 55 minutes 25 seconds West 27.45 feet on said centerline to a point on the South line of said Southwest $\frac{1}{4}$; thence North 89 degrees 08 minutes 18 seconds West 1150.62 feet on the South line of said Southwest $\frac{1}{4}$ to the point of beginning of this description.

RESERVING THEREFROM the Easterly 70 feet in width for public highway purposes.

ESCEPTING THEREFROM that part conveyed by Warranty Deed recorded in Volume 2063 of Records, on Page 35, as Document No. 1336251.

Parcel # 151 03-22-13-151-000

0501163

MORTGAGE, SECURITY
AGREEMENT AND
Fixture Financing Statement
Document Title

Document Number

DOC # 2065048

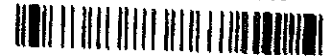
Recorded

DEC. 22, 2005 AT 05:41:00PM

James A. Ladwig

JAMES A. LADWIG
RACINE COUNTY
REGISTER OF DEEDS

Fee Amount: \$83.00



Recording Area

Name and Return Address

BRIGGS AND MORGAN, P. A.
2200 105 CENTER
80 South 8th Street
Minneapolis, MN 55402-2157
Attn: Frederick P. May Jr, Esq

83

51-151-03-22-13-151-000

Parcel Identification Number (PIN)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT-DO NOT REMOVE

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 2/96

0001164

Document Number	Document Title
This Mortgage is a "construction mortgage" under Section 409.313(1)(a), Wisconsin Statutes	
Recording Area	
Name and Return Address	
Briggs and Morgan, P.A. 2200 IDS Center 80 South 8 th Street Minneapolis, MN 55402-2157 Attention: Frederick P. Angst, Esq.	
51-151-03-22-13-151-000	
Parcel Identification Number (PIN)	

THIS MORTGAGE, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT (this "Mortgage") is made as of the 15th day of December, 2005, by LINCOLN MANOR REDEVELOPMENT, LLC, a Wisconsin limited liability company, having its principal place of business at c/o LMR Managing Member, LLC, 2000 Domanik Drive, Racine, Wisconsin 53402, as mortgagor ("Borrower"), to U.S. BANK NATIONAL ASSOCIATION, 1 South Pinckney Street, Mail Station: MK-WI-2008, Madison, Wisconsin 53703 ("Lender").

RECITALS:

Borrower is the owner of the fee interest in the real property described on attached Exhibit A.

Borrower by its promissory note of even date herewith given to Lender in the original principal amount of \$2,400,000 is indebted to Lender in the principal sum of \$2,400,000 in lawful money of the United States of America (said promissory note together with all extensions, renewals, modifications, substitutions and amendments thereof shall collectively be referred to as the "Note"), with interest from the date thereof at the rates set forth in the Note, principal and interest to be payable in accordance with the terms and conditions provided in the Note.

Borrower desires to secure the payment of the Debt (defined in Article 2) and the performance of all of its obligations under the Note and the Other Obligations (defined in Article 2).

ARTICLE 1 - GRANTS OF SECURITY

Section 1.1 Property Mortgaged. Borrower does hereby irrevocably mortgage, grant, bargain, pledge, assign, warrant, transfer and convey to Lender, and grant a security interest to Lender in, the following property, rights, interests and estates now owned, or hereafter acquired by Borrower (collectively, the "Property");

(a) Land. The real property described in Exhibit A attached hereto and made a part hereof (the "Land");

(b) Additional Land. Intentionally deleted;

(c) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "Improvements");

(d) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, courtesy and rights of courtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Borrower of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(e) Fixtures and Personal Property. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "Personal Property"), and the right, title and interest of Borrower in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "Uniform Commercial Code"),

superior in lien to the lien of this Mortgage, and all proceeds and products of all of the above;

(f) Leases and Rents. All leases, subleases and other agreements affecting the use, enjoyment or occupancy of the Land and/or the Improvements heretofore or hereafter entered into and all extensions, amendments and modifications thereto (the "Leases"), whether before or after the filing by or against Borrower of any petition for relief under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, conservatorship or other relief with respect to debts or debtors ("Creditors Rights Laws"), and all right, title and interest of Borrower, its successors and assigns therein and thereunder, including, without limitation, any guaranties of the lessees' obligations thereunder, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Creditors Rights Laws (the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(g) Insurance Proceeds. All proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

(h) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including, but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(i) Tax Certiorari. All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(j) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

(k) Rights. The right, in the name and on behalf of Borrower, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Lender in the Property;

(l) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any

part thereof and all right, title and interest of Borrower therein and thereunder, including, without limitation, the right, upon the occurrence and during the continuance of an Event of Default (defined in Article 10), to receive and collect any sums payable to Borrower thereunder but expressly excluding from the foregoing description all agreements, certificates and other documents related to the low income housing tax credit allocation to the Borrower by the Wisconsin Housing and Economic Development Authority;

(m) Intangibles. All trade names, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property; and

(n) Other Rights. Any and all other rights of Borrower in and to the items set forth in Subsections (a) through (m) above.

Section 1.2 Assignment of Leases and Rents. Borrower hereby absolutely and unconditionally assigns to Lender Borrower's right, title and interest in and to all current and future Leases and Rents; it being intended by Borrower that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Nevertheless, subject to the terms of this Section 1.2 and Section 3.8, Lender grants to Borrower a revocable license to collect and receive the Rents. Borrower shall hold a portion of the Rents sufficient to discharge all current sums due on the Debt, for use in the payment of such sums.

Section 1.3 Security Agreement. This Mortgage is both a real property mortgage and a "security agreement" within the meaning of the Uniform Commercial Code. The Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Borrower in the Property. By executing and delivering this Mortgage, Borrower hereby grants to Lender, as security for the Obligations (defined in Section 2.3), a security interest in the Personal Property to the fullest extent that the Personal Property may be subject to a security interest under the Uniform Commercial Code.

Section 1.4 Pledge of Monies Held. Borrower hereby pledges to Lender any and all monies now or hereafter held by Lender, including, without limitation, any sums, Net Proceeds (defined in Section 3.7) and condemnation awards or payments described in Section 3.6, as additional security for the Obligations until expended or applied as provided in this Mortgage.

CONDITIONS TO GRANT

TO HAVE AND TO HOLD the above granted and described Property to the use and benefit of Lender, and the successors and assigns of Lender, forever;

PROVIDED, HOWEVER, these presents are upon the express condition that, if Borrower shall well and truly pay to Lender the Debt at the time and in the manner provided in the Note and this Mortgage, shall perform the Other Obligations as set forth in this Mortgage and shall abide by and comply with each and every covenant and condition set forth herein and in the Note, these presents and the estate hereby granted shall cease, terminate and be void.

ARTICLE 2 - DEBT AND OBLIGATIONS SECURED

Section 2.1 Debt. This Mortgage and the grants, assignments and transfers made in Article 1 are given for the purpose of securing the payment of the following, in such order of priority as Lender may determine in its sole discretion (the "Debt");

- (a) the indebtedness evidenced by the Note;
- (b) interest, prepayment premiums and other sums, as provided in the Note, the Loan Agreement (defined in Section 3.2), this Mortgage or the Other Security Documents (defined in Section 3.2);
- (c) intentionally deleted;
- (d) all other monies agreed or provided to be paid by Borrower in the Note, the Loan Agreement, this Mortgage or the Other Security Documents;
- (e) all reasonable sums advanced pursuant to this Mortgage to protect and preserve the Property and the lien and the security interest created hereby; and
- (f) all reasonable sums advanced and costs and expenses incurred by Lender in connection with the Debt or any part thereof, any renewal, extension, or change of or substitution for the Debt or any part thereof, or the acquisition or perfection of the security therefor, whether made or incurred at the request of Borrower or Lender.

Section 2.2 Other Obligations. This Mortgage and the grants, assignments and transfers made in Article 1 are also given for the purpose of securing the performance of the following (the "Other Obligations");

- (a) all other obligations of Borrower contained herein;
- (b) each obligation of Borrower contained in the Note, the Loan Agreement and the Other Security Documents; and
- (c) each obligation of Borrower contained in any renewal, extension, amendment, modification, consolidation, change of, or substitution or replacement for, all or any part of the Note, the Loan Agreement, this Mortgage or the Other Security Documents.

Section 2.3 Debt and Other Obligations. Borrower's obligations for the payment of the Debt and the performance of the Other Obligations shall be referred to collectively as the "Obligations."

Section 2.4 Payments. Unless payments are made in the required amount in immediately available funds at the place where the Note is payable, remittances in payment of all or any part of the Debt shall not, regardless of any receipt or credit issued therefor, constitute payment until the required amount is actually received by Lender in funds immediately available at the place where the Note is payable (or any other place as Lender, in Lender's sole discretion,

may have established by delivery of written notice thereof to Borrower) and shall be made and accepted subject to the condition that any check or draft may be handled for collection in accordance with the practice of the collecting bank or banks; provided, however, Lender shall not be required to accept payment for any Obligation in cash. Acceptance by Lender of any payment in an amount less than the amount then due shall be deemed an acceptance on account only, and the failure to pay the entire amount then due shall be and continue to be an Event of Default.

ARTICLE 3 - BORROWER COVENANTS

Borrower covenants and agrees that:

Section 3.1 Payment of Debt. Borrower will pay the Debt at the time and in the manner provided in the Note, the Loan Agreement, this Mortgage and the Other Security Documents.

Section 3.2 Incorporation by Reference. All the covenants, conditions and agreements contained in (a) the Note, (b) the Loan Agreement of even date herewith by and between the Borrower and the Lender (the "Loan Agreement"), and (c) all and any of the documents other than the Note, the Loan Agreement or this Mortgage now or hereafter executed by Borrower and/or others and by or in favor of Lender, which wholly or partially secure or guaranty payment of the Note or are otherwise executed and delivered in connection with the Loan (the "Other Security Documents") are hereby made a part of this Mortgage to the same extent and with the same force as if fully set forth herein.

Section 3.3 Insurance.

(a) Borrower shall obtain and maintain, or cause to be maintained, insurance for Borrower and the Property providing at least the following coverages:

(i) Building Alteration Coverage. At all times during which structural construction, repairs or alterations are being made with respect to the Improvements (A) owner's contingent or protective liability insurance covering claims not covered by or under the terms or provisions of the below mentioned commercial general liability insurance policy; and (B) the insurance provided for in Subsection 3.3(a)(ii) written in a so-called builder's risk completed value form (1) on a non-reporting basis, (2) against all risks insured against pursuant to Subsection 3.3(a)(ii), and (3) with an agreed amount endorsement waiving co-insurance provisions;

(ii) Property Insurance. Insurance with respect to the Improvements and Personal Property insuring against any peril now or hereafter included within the classification "Special Perils" in amounts at all times sufficient to prevent Lender from becoming a co-insurer within the terms of the applicable policies and under applicable insurance law, but in any event such insurance shall be maintained in an amount which, after application of deductible, shall be equal to the full insurable value of the Improvements and Personal Property, the term "full insurable value" to mean the actual replacement cost of the Improvements and

Personal Property (without taking into account any depreciation, and exclusive of excavations, footings and foundations, landscaping and paving) determined annually by an insurer, a recognized independent insurance broker or an independent appraiser selected and paid by Borrower and in no event less than the coverage required pursuant to the terms of any Lease;

(iii) Liability Insurance. Commercial general liability insurance on the so-called "occurrence" form, including bodily injury, death and property damage liability, insurance against any and all claims, including all legal liability to the extent insurable and imposed upon Lender and all court costs and attorneys' fees and expenses, arising out of or connected with the possession, use, leasing, operation, maintenance or condition of the Property in such amounts as are generally available at commercially reasonable premiums and are generally required by institutional lenders for properties comparable to the Property but in any event for a limit per occurrence of at least \$1,000,000 and an annual aggregate of at least \$2,000,000;

(iv) Workers' Compensation Insurance. Statutory workers' compensation insurance covering any contractor providing work or services on or about the Property;

(v) Business Interruption. At the request of Lender, business interruption and/or loss of "rental income" insurance in an amount sufficient to avoid any co-insurance penalty and to provide proceeds which will cover a period of not less than twelve (12) months from the date of casualty or loss, the term "rental income" to mean the sum of (A) the total then ascertainable Rents payable under the Leases and (B) the total ascertainable amount of all other amounts to be received by Borrower from third parties which are the legal obligation of the tenants, reduced to the extent such amounts would not be received because of operating expenses not incurred during a period of non-occupancy of that portion of the Property then not being occupied;

(vi) Flood Insurance. If required by Subsections 5.2(h) and 7.5, flood insurance in an amount at least equal to the lesser of (A) the principal balance of the Note, or (B) the maximum limit of coverage available for the Property under the National Flood Insurance Act of 1968, The Flood Disaster Protection Act of 1973 and the National Flood Insurance Reform Act of 1994, as each may be amended (the "Flood Insurance Acts"); and

(vii) Other Insurance. Such other insurance with respect to the Property against loss or damage of the kinds from time to time customarily insured against and in such amounts as required by institutional lenders for properties comparable to the Property.

(b) All insurance provided for in Subsection 3.3(a) shall be obtained under valid and enforceable policies (the "Policies" or in the singular, the "Policy"), and shall be issued by either the insurers who insure the Improvements on the date of this

Mortgage or one or more other domestic primary insurer(s) having (i) a claims paying ability rating by one or more credit rating agencies approved by Lender (a "Rating Agency") of not less than one rating category below the highest rating at any time assigned to the Securities (defined below), but in no event a rating less than investment grade by such Rating Agency and (ii) a general policy rating of A or better and a financial class of A:VII or better by A.M. Best Company, Inc. (or if a rating of A.M. Best Company Inc. is no longer available, a similar rating from a similar or successor service) (each such insurer shall be referred to below as a "Qualified Insurer"). All insurers providing insurance required by this Mortgage shall be authorized and admitted to issue insurance in the state in which the Property is located. The Policy referred to in Subsection 3.3(a)(iii) above shall name Lender as an additional insured and the Policies referred to in Subsection 3.3(a)(i), (ii), and (v), and as applicable (vi), above shall provide that all proceeds be payable to Lender as set forth in Section 3.7 hereof. The Policies referred to in Subsections 3.3(a)(i), (ii), (vi) and (vii) shall also contain: (i) a standard "non-contributory mortgagee" endorsement or its equivalent relating, *inter alia*, to recovery by Lender notwithstanding the negligent or willful acts or omission of Borrower; (ii) to the extent available at commercially reasonable rates, a waiver of subrogation endorsement as to Lender; and (iii) an endorsement providing for a deductible per loss of an amount not more than that which is customarily maintained by prudent owners of similar properties in the general vicinity of the Property, but in no event in excess of \$5,000. The Policy referred to in Subsection 3.3(a)(ii) above shall provide coverage for contingent liability from Operation of Building Laws, Demolition Costs and Increased Cost of Construction Endorsements, together with an "Ordinance or Law Coverage" or "Enforcement" endorsement. All Policies shall contain (i) a provision that such Policies shall not be denied renewal, materially changed (other than to increase the coverage provided), canceled or terminated, nor shall they expire, without at least thirty (30) days' prior written notice to Lender in each instance; and (ii) include effective waivers by the insurer of all claims for applicable premiums ("Insurance Premiums") against any mortgagee, loss payees, additional insureds and named insureds (other than Borrower). Certificates of insurance with respect to all renewal and replacement Policies shall be delivered to Lender not less than twenty (20) days prior to the expiration date of any of the Policies required to be maintained hereunder which certificates shall bear notations evidencing payment of Insurance Premiums. Originals or certificates of such replacement Policies shall be delivered to Lender promptly after Borrower's receipt thereof but in any case within thirty (30) days after the effective date thereof. If Borrower fails to maintain and deliver to Lender the original Policies or certificates of insurance required by this Mortgage, upon ten (10) days' prior notice to Borrower, Lender may procure such insurance at Borrower's sole cost and expense.

(c) Borrower shall comply with all insurance requirements and shall not bring or keep or permit to be brought or kept any article upon any of the Property or cause or permit any condition to exist thereon which would be prohibited by an insurance requirement, or would invalidate the insurance coverage required hereunder to be maintained by Borrower on or with respect to any part of the Property pursuant to this Section 3.3.

(d) In the event of a foreclosure of the Mortgage or other transfer of title to the Property in extinguishment in whole or in part of the Debt, all right, title and interest of Borrower in and to the Policies then in force concerning the Property and all proceeds payable thereunder shall thereupon vest in Lender or the purchaser at such foreclosure or other transferee in the event of such other transfer of title.

Section 3.4 Payment of Taxes, Etc.

(a) Borrower shall promptly pay prior to the same become delinquent all taxes, assessments, water rates, sewer rents and other governmental impositions, including, without limitation, vault charges and license fees for the use of vaults, chutes and similar areas adjoining the Land, now or hereafter levied or assessed or imposed against the Property or any part thereof (the "Taxes"), all ground rents, maintenance charges and similar charges, now or hereafter levied or assessed or imposed against the Property or any part thereof (the "Other Charges"), and all charges for utility services provided to the Property as same become due and payable. Borrower will deliver to Lender, promptly upon Lender's request, evidence satisfactory to Lender that the Taxes, Other Charges and utility service charges have been so paid or are not then delinquent. Borrower shall not suffer and shall promptly cause to be paid and discharged any lien or charge whatsoever which may be or become a lien or charge against the Property. Except to the extent sums sufficient to pay all Taxes and Other Charges have been deposited with Lender in accordance with the terms of this Mortgage, Borrower shall furnish to Lender paid receipts for the payment of the Taxes and Other Charges prior to the date the same shall become delinquent.

(b) After prior written notice to Lender, Borrower, at its own expense, may contest by appropriate legal proceeding, promptly initiated and conducted in good faith and with due diligence, the amount or validity or application in whole or in part of any of the Taxes, provided that (i) no Event of Default has occurred and is continuing under the Note, the Loan Agreement, this Mortgage or any of the Other Security Documents, (ii) Borrower is not otherwise prohibited from doing so under the provisions of any other mortgage, deed of trust or deed to secure debt affecting the Property, (iii) such proceeding shall suspend the collection of the Taxes from Borrower and from the Property or Borrower shall have paid all of the Taxes under protest, (iv) such proceeding shall not be prohibited under and shall be conducted in accordance with the provisions of any other instrument to which Borrower is subject and shall not constitute a default thereunder, (v) neither the Property nor any part thereof or interest therein will be in danger of being sold, forfeited, terminated, cancelled or lost and (vi) Borrower shall have deposited with Lender adequate reserves for the payment of the Taxes, together with all interest and penalties thereon, unless Borrower has paid all of the Taxes under protest, or Borrower shall have furnished the security as may be required in the proceeding, or as may be reasonably requested by Lender to insure the payment of any contested Taxes, together with all interest and penalties thereon.

Section 3.5 Escrow Fund. If requested by Lender, Borrower shall pay to Lender on the tenth day of each calendar month one twelfth of an amount which would be sufficient to pay the Taxes (other than ordinary water and sewer charges and without duplication

of amounts for which Borrower is required to escrow with Lender pursuant to any other mortgage or other Loan Document) payable, or estimated by Lender to be payable, during the next ensuing twelve (12) months (the amounts above shall be called the "Escrow Fund"). Borrower agrees to notify Lender immediately of any changes to the amounts, schedules and instructions for payment of any Taxes of which it has or obtains knowledge and authorizes Lender or its agent to obtain the bills for Taxes directly from the appropriate taxing authority. The Escrow Fund and the payments of interest or principal or both, payable pursuant to the Note shall be added together and shall be paid as an aggregate sum by Borrower to Lender. Provided no Event of Default exists, Lender shall pay over periodically to the Borrower so much of the Escrow Fund as is required to be used by the Borrower to pay the Taxes as they become due on their respective due dates as required by Section 3.4. If the amount of the Escrow Fund shall exceed the amounts due for Taxes pursuant to Section 3.4, Lender shall, in its discretion, return any excess to Borrower or credit such excess against future payments to be made to the Escrow Fund. In allocating such excess, Lender may deal with the person shown on the records of Lender to be the owner of the Property. If the Escrow Fund is not sufficient to pay the Taxes, Borrower shall promptly pay to Lender, upon demand, an amount which Lender shall reasonably estimate as sufficient to make up the deficiency. The Escrow Fund shall not constitute a trust fund and may be commingled with other monies held by Lender. Unless otherwise required by applicable state or federal law, interest on the Escrow Fund shall be accrued at the Lender's-offered saving account rate.

Section 3.6 Condemnation. Borrower shall promptly give Lender notice of the actual or threatened commencement of any condemnation or eminent domain proceeding and shall deliver to Lender copies of any and all papers served in connection with such proceedings. Notwithstanding any taking by any public or quasi-public authority through eminent domain or otherwise (including, but not limited to any transfer made in lieu of or in anticipation of the exercise of such taking), Borrower shall continue to pay the Debt at the time and in the manner provided for its payment in the Note and in this Mortgage and the Debt shall not be reduced until any award or payment therefor shall have been actually received and applied by Lender, after the deduction of expenses of collection, to the reduction or discharge of the Debt. Lender shall not be limited to the interest paid on the award by the condemning authority but shall be entitled to receive out of the award interest at the rate or rates provided in the Note. Borrower shall cause the award or payment made in any condemnation or eminent domain proceeding, which is payable to Borrower, to be paid directly to Lender. Subject to Section 3.7, including the circumstances under which Net Proceeds shall be made available to Borrower for the Restoration, Lender may apply any award or payment to the reduction or discharge of the Debt whether or not then due and payable. If the Property is sold, through foreclosure or otherwise, prior to the receipt by Lender of the award or payment, Lender shall have the right, whether or not a deficiency judgment on the Note (to the extent permitted in the Note or herein) shall have been sought, recovered or denied, to receive the award or payment, or a portion thereof sufficient to pay the Debt.

Section 3.7 Restoration After Casualty/Condemnation. In the event of a casualty or a taking by eminent domain, the following provisions shall apply in connection with the Restoration (defined below) of the Property:

(a) If the Property shall be damaged or destroyed, in whole or in part, by fire or other casualty, or if the Property or any portion thereof is taken in any condemnation or eminent domain proceeding, Borrower shall give prompt notice of such damage or taking to Lender and shall promptly commence and diligently prosecute the completion of the repair and restoration of the Property as nearly as possible to the condition the Property was in immediately prior to such fire or other casualty or taking, with such alterations as may be approved by Lender (the "Restoration").

(b) The term "Net Proceeds" for purposes of this Section 3.7 shall mean: (i) the net amount of all insurance proceeds under the Policies carried pursuant to Subsections 3.3(a)(i), (ii), (v), (vi), and (vii) of this Mortgage as a result of such damage or destruction, after deduction of Lender's reasonable costs and expenses (including, but not limited to reasonable counsel fees), if any, in collecting the same, or (ii) the net amount of all awards and payments received by Lender with respect to a taking referenced in Section 3.6 of this Mortgage, after deduction of Lender's reasonable costs and expenses (including, but not limited to reasonable counsel fees), if any, in collecting the same, whichever the case may be. If (i) the Net Proceeds do not exceed \$100,000 (the "Net Proceeds Availability Threshold"); (ii) the costs of completing the Restoration as reasonably estimated by Borrower shall be less than or equal to the Net Proceeds; (iii) no Event of Default shall have occurred and be continuing under the Note, the Loan Agreement, this Mortgage or any of the Other Security Documents; (iv) the Property and the use thereof after the Restoration will be in compliance with, and permitted under, all applicable zoning laws, ordinances, rules and regulations (including, without limitation, laws relating to legal nonconforming structures or uses and all applicable Environmental Laws (defined in Section 12.1); (v) (A) intentionally omitted; or (B) if the Net Proceeds are condemnation awards, the Borrower certifies to the Lender that the remaining Land following the condemnation is adequate to construct an equal number of residential units as existed immediately prior to the condemnation and is adequate to generate low income housing tax credits under Section 42 of the Internal Revenue Code, as amended, at least equal to those available for the Property immediately prior to the condemnation; and (vi) Lender shall be satisfied that any operating deficits, including all scheduled payments of principal and interest under the Note which will be incurred with respect to the Property as a result of the occurrence of any such fire or other casualty or taking, whichever the case may be, will be covered out of (1) the Net Proceeds, or (2) other funds of Borrower, then the Net Proceeds will be disbursed directly to Borrower.

(c) If the Net Proceeds are greater than the Net Proceeds Availability Threshold, such Net Proceeds shall be forthwith paid to Lender to be held by a nationally recognized title insurance company selected by the Borrower and acceptable to the Lender ("Title Company") in a segregated account to be made available to Borrower for the Restoration in accordance with the provisions of this Subsection 3.7(c). The Net Proceeds held by the Title Company pursuant to Subsection 3.7(c) shall be made available to Borrower in one or more draws for payment or reimbursement of Borrower's expenses in connection with the Restoration, subject to the following conditions:

(i) no Event of Default shall have occurred and be continuing under the Note, the Loan Agreement, this Mortgage or any of the Other Security Documents;

(ii) Lender shall, within a reasonable period of time prior to a request for an initial disbursement, be furnished with an estimate of the cost of the Restoration accompanied by an independent architect's opinion based on due professional investigation as to such costs and appropriate plans and specifications for the Restoration, such plans and specifications and cost estimates to be subject to Lender's approval, not to be unreasonably withheld or delayed;

(iii) the Net Proceeds, together with any cash or cash equivalent deposited by Borrower with Lender, are sufficient to cover the cost of the Restoration as such costs are certified by the independent architect;

(iv) intentionally deleted;

(v) (A) intentionally deleted; or (B) in the event that the Net Proceeds are commendation awards, the Borrower certifies to the Lender that the remaining Land following the condemnation is adequate to construct an equal number of residential units as existed immediately prior to the condemnation and is adequate to generate low income housing tax credits under Section 42 of the Internal Revenue Code, as amended, at least equal to those available for the Project immediately prior to the condemnation;

(vi) Lender shall be satisfied that any operating deficits, including all scheduled payments of principal and interest under the Note which will be incurred with respect to the Property as a result of the occurrence of any such fire or other casualty or taking, whichever the case may be, will be covered out of (1) the Net Proceeds, or (2) other funds of Borrower;

(vii) Lender shall be satisfied that, upon the completion of the Restoration, the net cash flow of the Property will be restored to a level sufficient to cover all carrying costs and operating expenses of the Property, including, without limitation, debt service on the Note and all required replacement reserves;

(viii) the Restoration can reasonably be completed on or before the earliest to occur of (A) six (6) months prior to the Maturity Date (defined in the Note), and (B) such time as may be required under applicable zoning law, ordinance, rule or regulation in order to repair and restore the Property to as nearly as possible the condition it was in immediately prior to such fire or other casualty or to such taking, as applicable; and

(ix) the Property and the use thereof after the Restoration will be in compliance with, and permitted under, all applicable zoning laws, ordinances, rules and regulations (including, without limitation, laws relating to legal nonconforming structures or uses and all applicable Environmental Laws (as defined in Environmental Indemnity (as defined in Section 13.4 below))).

(d) The Net Proceeds together with any earnings thereon held by the Title Company until disbursed in accordance with the provisions of this Section 3.7 shall constitute additional security for the Obligations. The Net Proceeds other than the Net Proceeds paid under the Policy described in Subsection 3.3(a)(iv) shall be disbursed by the Title Company to, or as directed by, Borrower, in an amount equal to the costs actually incurred from time to time for work in place as part of the Restoration less customary retainage from time to time during the course of the Restoration, not more frequently than once per month, upon receipt of evidence satisfactory to Lender that (A) all materials installed and work and labor performed (except to the extent that they are to be paid for out of the requested disbursement) in connection with the Restoration have been paid for in full, and (B) there exist no notices of pendency, stop orders, mechanic's or materialman's liens or notices of intention to file the same, or any other liens or encumbrances of any nature whatsoever on the Property arising out of the Restoration which have not either been fully bonded and discharged of record or in the alternative fully insured to the satisfaction of Lender by the title company insuring the lien of this Mortgage. The Net Proceeds paid under the Policy described in Subsection 3.3(a)(iv) shall be disbursed by Lender to pay for debt service under the loan evidenced by the Note, to pay other expenses incurred by Borrower in connection with the ownership and operation of the Property, and the remainder thereof, to, or as directed by, Borrower to pay for the cost of the Restoration in accordance with this Section 3.7(d). Final payment shall be made after submission to Lender of all licenses, permits, certificates of occupancy and other required approvals of governmental authorization having jurisdiction and Casualty Consultant's (defined below) certification that the Restoration has been fully completed.

(e) Lender shall have the use of the plans and specifications and all permits, licenses and approvals required or obtained in connection with the Restoration. The identity of the contractors, subcontractors and materialmen engaged in the Restoration, as well as the contracts under which they have been engaged, shall be subject to prior review and acceptance by Lender and an independent consulting engineer selected by Lender (the "Casualty Consultant"), such acceptance not to be unreasonably withheld or delayed. All reasonable costs and expenses incurred by Lender in connection with making the Net Proceeds available for the Restoration including, without limitation, reasonable counsel fees and disbursements and the Casualty Consultant's fees, shall be paid by Borrower.

(f) If at any time the Net Proceeds together with any earnings thereon or the undisbursed balance thereof shall not, in the reasonable opinion of Lender, be sufficient to pay in full the balance of the costs which are estimated by the Casualty Consultant to be incurred in connection with the completion of the Restoration, Borrower shall deposit the deficiency in immediately available funds (the "Net Proceeds Deficiency") with the Title Company before any further disbursement of the Net Proceeds shall be made. The Net Proceeds Deficiency deposited with the Title Company together with any earnings thereon shall be held by the Title Company and shall be disbursed for costs actually incurred in connection with the Restoration on the same conditions applicable to the disbursement of the Net Proceeds, and until so disbursed pursuant to this Section 3.7 shall constitute additional security for the Obligations.

(g) Except upon the occurrence and continuance of an Event of Default, Borrower shall settle any insurance claims with respect to the Net Proceeds which in the aggregate are less than the Net Proceeds Availability Threshold. Lender shall have the right to participate in and reasonably approve any settlement for insurance claims with respect to the Net Proceeds which in the aggregate are greater than the Net Proceeds Availability Threshold. If an Event of Default shall have occurred and be continuing, Borrower hereby irrevocably empowers Lender, in the name of Borrower as its true and lawful attorney-in-fact, to file and prosecute such claim and to collect and to make receipt for any such payment. If the Net Proceeds are received by Borrower, such Net Proceeds shall, until the completion of the related work, be held in trust for Lender and shall be segregated from other funds of Borrower to be used to pay for the cost of the Restoration in accordance with the terms hereof.

(h) The excess, if any, of the Net Proceeds and the remaining balance, if any, of the Net Proceeds Deficiency deposited with Lender after (i) the Casualty Consultant certifies to Lender that the Restoration has been completed in accordance with the provisions of this Section 3.7, and (ii) the receipt by Lender of evidence satisfactory to Lender that all costs incurred in connection with the Restoration have been paid in full and all required permits, licenses, certificates of occupancy and other required approvals of governmental authorities having jurisdiction have been issued, shall be remitted by Lender to Borrower, provided no Event of Default shall have occurred and shall be continuing under the Note, this Mortgage or any of the Other Security Documents.

(i) All Net Proceeds not required (i) to be made available for the Restoration or (ii) to be returned to Borrower as excess Net Proceeds pursuant to Subsection 3.7(h) shall be retained and applied by Lender toward the payment of the Debt whether or not then due and payable in such order, priority and proportions as Lender in its discretion shall deem proper or, at the discretion of Lender, the same shall be paid, either in whole or in part, to Borrower. If Lender shall receive and retain Net Proceeds, the lien of this Mortgage shall be reduced only by the amount received and retained by Lender and actually applied by Lender in reduction of the Debt.

Section 3.8 Leases and Rents. A form of Lease has been submitted to, and approved by, the Lender. All proposed Leases shall be in the form approved by the Lender. Borrower (i) shall observe and perform all the obligations imposed upon the lessor under the Leases and shall not do or permit to be done anything to impair the value of any of the Leases as security for the Debt; (ii) upon request, shall promptly send copies to Lender of all notices of default which Borrower shall send or receive thereunder; (iii) shall enforce all of the material terms, covenants and conditions contained in the Leases upon the part of the tenant thereunder to be observed or performed; (iv) shall not collect any of the Rents more than one (1) month in advance (except security deposits shall not be deemed Rents collected in advance) except that the Borrower may collect in advance any monthly pro rated Rents resulting from a tenant under a Lease commencing occupancy on other than the first day of any month and that the Borrower may collect Rents more than one(1) month in advance for not more than three units in the Property; and (v) shall not execute any other assignment of the lessor's interest in any of the Leases or the Rents.

Section 3.9 Maintenance and Use of Property. Borrower shall cause the Property to be maintained in a good and safe condition and repair. The Improvements and the Personal Property shall not be removed, demolished or materially altered (except for normal replacement of the Personal Property) without the consent of Lender. Borrower shall promptly repair, replace or rebuild any part of the Property which may be destroyed by any casualty, or become damaged, worn or dilapidated or which may be affected by any proceeding of the character referred to in Section 3.6 and shall complete and pay for any structure at any time in the process of construction or repair on the Land provided that with respect to any restoration referred to in Section 3.7 the Net Proceeds are made available for such restoration. Borrower shall not initiate, join in, acquiesce in, or consent to any change in any private restrictive covenant, zoning law or other public or private restriction, limiting or defining the uses which may be made of the Property or any part thereof. If under applicable zoning provisions the use of all or any portion of the Property is or shall become a nonconforming use, Borrower will not cause or permit the nonconforming use to be discontinued or the nonconforming Improvement to be abandoned without the express written consent of Lender.

Section 3.10 Waste. Borrower shall not commit or suffer any waste of the Property or make any change in the use of the Property which will in any way materially increase the risk of fire or other hazard arising out of the operation of the Property, or take any action that might invalidate or give cause for cancellation of any Policy, or do or permit to be done thereon anything that may in any way impair the value of the Property or the security of this Mortgage. Borrower will not, without the prior written consent of Lender, permit any drilling or exploration for or extraction, removal, or production of any minerals from the surface or the subsurface of the Land, regardless of the depth thereof or the method of mining or extraction thereof.

Section 3.11 Compliance With Laws.

(a) Borrower shall promptly comply with all existing and future federal, state and local laws, orders, ordinances, governmental rules and regulations or court orders affecting the Property, or the use thereof, including any Accessibility Regulation and any Environmental Regulation (as defined in the Environmental Indemnity) ("Applicable Laws").

(b) Borrower shall from time to time, upon Lender's request, provide Lender with evidence reasonably satisfactory to Lender that the Property complies with all Applicable Laws or is exempt from compliance with Applicable Laws.

(c) Notwithstanding any provisions set forth herein or in any document regarding Lender's approval of alterations of the Property, Borrower shall not alter the Property in any manner which would materially increase Borrower's responsibilities for compliance with Applicable Laws without the prior written approval of Lender. Lender's approval of the plans, specifications, or working drawings for alterations of the Property shall create no responsibility or liability on behalf of Lender for their completeness, design, sufficiency or their compliance with Applicable Laws. The foregoing shall apply to tenant improvements constructed by Borrower or by any of its tenants. Lender may

condition any such approval upon receipt of a certificate of compliance with Applicable Laws from an independent architect, engineer, or other person acceptable to Lender.

(d) Borrower shall give prompt notice to Lender of the receipt by Borrower of any notice related to a violation of any Applicable Laws and of the commencement of any proceedings or investigations which relate to compliance with Applicable Laws.

(e) After prior written notice to Lender, Borrower, at its own expense, may contest by appropriate legal proceeding, promptly initiated and conducted in good faith and with due diligence, the Applicable Laws affecting the Property, provided that (i) no Event of Default has occurred and is continuing under the Note, this Mortgage or any of the Other Security Documents; (ii) Borrower is not otherwise prohibited from doing so under the provisions of any other mortgage, deed of trust or deed to secure debt affecting the Property; (iii) such proceeding shall not be prohibited under and shall be conducted in accordance with the provisions of any other instrument to which Borrower or the Property is subject and shall not constitute a default thereunder; (iv) neither the Property, any part thereof or interest therein, any of the tenants or occupants thereof, nor Borrower shall be affected in any material adverse way as a result of such proceeding; (v) if Borrower will not comply with Applicable Laws while Borrower is contesting, then non-compliance with the Applicable Laws during such period shall not impose civil or criminal liability on Borrower or Lender; and (vi) Borrower shall have furnished to Lender all other items reasonably requested by Lender.

Section 3.12 Payment for Labor and Materials. Borrower will promptly pay when due all bills and costs for labor, materials, and specifically fabricated materials incurred in connection with the Property and never permit to exist in respect of the Property or any part thereof any lien or security interest, even though inferior to the liens and the security interests hereof, and in any event never permit to be created or exist in respect of the Property or any part thereof any other or additional lien or security interest other than the liens or security interests hereof, except for the Permitted Encumbrances (defined below) and for liens contested and diligently pursued by the Borrower in good faith.

Section 3.13 Performance of Other Agreements. Borrower shall observe and perform each and every material term to be observed or performed by Borrower pursuant to the terms of any agreement or recorded instrument affecting or pertaining to the Property, or given by Borrower to Lender for the purpose of further securing an Obligation and any amendments, modifications or changes thereto.

Section 3.14 Management. The Property shall be managed by either (a) the Borrower or an entity affiliated with Borrower approved by Lender for so long as Borrower or said affiliated entity is managing the Property in a first class manner; or (b) a professional property management company approved by Lender. Management by an affiliated entity or a professional property management company shall be pursuant to a written agreement approved by Lender. A form of written management agreement has been submitted to, and approved by Lender. In no event shall any manager be removed or replaced or the terms of any management agreement modified or amended without the prior written consent of Lender. Lender hereby approves Lincoln Lutheran of Racine, Wisconsin, Inc. as the property manager.

ARTICLE 4 - SPECIAL COVENANTS

Borrower covenants and agrees that:

Section 4.1 Property Use. The Property shall be used as a low to moderate income multifamily housing development.

ARTICLE 5 - REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants to Lender that:

Section 5.1 Warranty of Title. Borrower has good title to the Property and has the right to mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey the same and that Borrower possesses an unencumbered fee simple absolute estate in the Land and the Improvements and that it owns the Property free and clear of all liens, encumbrances and charges whatsoever except for those exceptions shown on Exhibit B attached to this Mortgage (the "Permitted Encumbrances"). Borrower shall forever warrant, defend and preserve the title and the validity and priority of the lien of this Mortgage and shall forever warrant and defend the same to Lender against the claims of all persons whomsoever.

Section 5.2 Status of Property.

(a) Subject to any matters disclosed to Lender in the "Environmental Report" (as defined in the Loan Agreement) or the "Capital Needs Analysis" (as defined in the Loan Agreement), Borrower has (or will prior to the granting of occupancy of any apartment unit of the Property) obtained all necessary certificates, licenses and other approvals, governmental and otherwise, necessary for the operation of the Property and the conduct of its business and all required zoning, building code, land use, environmental and other similar permits or approvals, all of which are in full force and effect as of the date hereof and not subject to revocation, suspension, forfeiture or modification.

(b) Subject to any matters disclosed to Lender in the "Environmental Report" (as defined in the Loan Agreement) or the "Capital Needs Analysis" (as defined in the Loan Agreement), the Property and the present and contemplated use and occupancy thereof are in full compliance (or will prior to the granting of occupancy of any apartment unit of the Property) with all applicable zoning ordinances, building codes, land use laws, Accessibility Regulation, Environmental Regulation and other similar laws (other than with respect to parking, which is a legal, non-conforming use).

(c) The Property is served by all utilities required for the current or contemplated use thereof. All utility service is provided by public utilities and the Property has accepted or is equipped to accept such utility service.

(d) All public roads and streets necessary for service of and access to the Property for the current or contemplated use thereof have been completed, are serviceable and all-weather and are physically and legally open for use by the public.

- (e) The Property is served by public water and sewer systems.
- (f) The Property is free from damage caused by fire or other casualty.
- (g) All liquid and solid waste disposal, septic and sewer systems located on the Property are in a good and safe condition and repair and in compliance with all Applicable Laws.
- (h) No portion of the Improvements is located in an area identified by the Federal Emergency Management Agency or any successor thereto as an area having special flood hazards pursuant to the Flood Insurance Acts or, if any portion of the Improvements is located within such area, Borrower has obtained and will maintain the insurance prescribed in Section 3.3(a)(vi).
- (i) All the Improvements lie within the boundaries of the Land except as shown on the ALTA survey submitted to the Lender contemporaneously herewith.

Section 5.3 No Foreign Person. Borrower is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended and the related Treasury Department regulations.

Section 5.4 Separate Tax Lot. The Property is assessed for real estate tax purposes as one or more wholly independent tax lot or lots, separate from any adjoining land or improvements not constituting a part of such lot or lots, and no other land or improvements is assessed and taxed together with the Property or any portion thereof.

Section 5.5 Leases. (a) Borrower is the sole owner of the entire lessor's interest in the Leases; (b) the Leases are valid and enforceable and in full force and effect; (c) no party under any Lease is in default; (d) all Rents due have been paid in full; (e) none of the Rents reserved in the Leases have been assigned or otherwise pledged or hypothecated; (f) none of the Rents have been collected except as permitted by Section 3.8(iv) hereof; (g) there exist no offsets or defenses to the payment of any portion of the Rents and Borrower has no monetary obligation to any tenant under any Lease; (h) Borrower has received no notice from any tenant challenging the validity or enforceability of any Lease; (i) there are no agreements with the tenants under the Leases other than expressly set forth in each Lease; (j) intentionally deleted; (k) no Lease contains an option to purchase, right of first refusal to purchase, right of first refusal to relet, or any other similar provision; (l) no person or entity has any possessory interest in, or right to occupy, the Property except under and pursuant to a Lease; (m) each Lease is subordinate to this Mortgage, either pursuant to its terms or a recordable subordination agreement; (n) no Lease has the benefit of a non-disturbance agreement that would be considered unacceptable to prudent institutional lenders; (o) all security deposits relating to the Leases have been collected by Borrower; and (p) no brokerage commissions or finders fees are due and payable regarding any Lease.

Section 5.6 Illegal Activity. No portion of the Property has been or will be purchased, improved, equipped or furnished with proceeds of any illegal activity and to the best of Borrower's knowledge, there are no illegal activities or activities relating to controlled substances at the Property.

Section 5.7 Permitted Encumbrances. None of the Permitted Encumbrances, individually or in the aggregate, materially interfere with the benefits of the security intended to be provided by the Mortgage, the Note, the Loan Agreement and the Other Security Documents, materially and adversely affect the restricted value of the Property, impair the use or the operation of the Property or impair Borrower's ability to pay its obligations in a timely manner.

ARTICLE 6 - OBLIGATIONS AND RELIANCE

Section 6.1 Relationship of Borrower and Lender. The relationship between Borrower and Lender is solely that of debtor and creditor, and Lender has no fiduciary or other special relationship with Borrower, and no term or condition of any of the Note, the Loan Agreement, this Mortgage and the Other Security Documents shall be construed so as to deem the relationship between Borrower and Lender to be other than that of debtor and creditor.

Section 6.2 No Reliance on Lender. The Managers of the General Partner of Borrower are experienced in the ownership and operation of properties similar to the Property, and Borrower and Lender are relying solely upon such expertise in connection with the ownership and operation of the Property. Borrower is not relying on Lender's expertise, business acumen or advice in connection with the Property.

Section 6.3 No Lender Obligations. Notwithstanding any provision hereof to the contrary, Lender is not undertaking the performance of (i) any obligations under the Leases; or (ii) any obligations with respect to such agreements, contracts, certificates, instruments, franchises, permits, trademarks, licenses and other documents. By accepting or approving anything required to be observed, performed or fulfilled or to be given to Lender pursuant to this Mortgage, the Note, the Loan Agreement or the Other Security Documents, including without limitation, any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey, appraisal, or insurance policy, Lender shall not be deemed to have warranted, consented to, or affirmed the sufficiency, the legality or effectiveness of same, and such acceptance or approval thereof shall not constitute any warranty or affirmation with respect thereto by Lender.

Section 6.4 Reliance. Borrower recognizes and acknowledges that in accepting the Note, the Loan Agreement, this Mortgage and the Other Security Documents, Lender is expressly and primarily relying on the truth and accuracy of the warranties and representations set forth in Article 5 and Article 12 without any obligation to investigate the Property and notwithstanding any investigation of the Property by Lender; that such reliance existed on the part of Lender prior to the date hereof; that the warranties and representations are a material inducement to Lender in accepting the Note, the Loan Agreement, this Mortgage and the Other Security Documents; and that Lender would not be willing to make the Loan and accept this security instrument in the absence of the warranties and representations as set forth in Article 5 and Article 12.

ARTICLE 7 - FURTHER ASSURANCES

Section 7.1 Recording of Mortgage, etc. Borrower forthwith upon the execution and delivery of this Mortgage and thereafter, from time to time, will cause this

Mortgage and any of the Other Security Documents creating a lien or security interest or evidencing the lien hereof upon the Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect and perfect the lien or security interest hereof upon, and the interest of Lender in, the Property. Borrower will pay all taxes, filing, registration or recording fees, and all expenses incident to the preparation, execution, acknowledgment and/or recording of the Note, the Loan Agreement, this Mortgage, the Other Security Documents, any note or mortgage supplemental hereto, any Mortgage with respect to the Property and any instrument of further assurance, and any modification or amendment of the foregoing documents, and all federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Property or any instrument of further assurance, and any modification or amendment of the foregoing documents, except where prohibited by law so to do.

Section 7.2 Further Acts, etc. Borrower will, at the cost of Borrower, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, reasonably require, for the better assuring, conveying, assigning, transferring, and confirming unto Lender the Property and rights hereby mortgaged, granted, bargained, sold, conveyed, confirmed, pledged, assigned, warranted and transferred or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Mortgage or for filing, registering or recording this Mortgage, or for complying with all applicable state or federal law. Borrower, on demand, will execute and deliver and hereby authorizes Lender, following twenty (20) days' notice to Borrower, to execute in the name of Borrower or without the signature of Borrower to the extent Lender may lawfully do so, one or more financing statements, chattel mortgages or other instruments, to evidence or perfect more effectively the security interest of Lender in the Property. Borrower grants to Lender an irrevocable power of attorney coupled with an interest exercisable following an Event of Default for the purpose of exercising and perfecting any and all rights and remedies available to Lender pursuant to this Section 7.2.

Section 7.3 Changes in Tax, Debt Credit and Documentary Stamp Laws.

(a) If any law is enacted or adopted or amended after the date of this Mortgage which deducts the Debt from the value of the Property for the purpose of taxation or which imposes a tax, either directly or indirectly, on the Debt or Lender's interest in the Property, Borrower will pay the tax, with interest and penalties thereon, if any. If Lender is advised by counsel chosen by it that the payment of tax by Borrower would be unlawful or taxable to Lender or unenforceable or provide the basis for a defense of usury, then Lender shall have the option, exercisable by written notice of not less than ninety (90) days, to declare the Debt immediately due and payable.

(b) If at any time the United States of America, any State thereof or any subdivision of any such State shall require revenue or other stamps to be affixed to the Note, the Loan Agreement, this Mortgage, or any of the Other Security Documents or

impose any other tax or charge on the same, Borrower will pay for the same, with interest and penalties thereon, if any.

Section 7.4 Estoppel Certificates. After request by Lender, Borrower, within twenty (20) days, shall furnish Lender or any proposed assignee with a statement, duly acknowledged and certified, setting forth (i) the original principal amount of the Note, (ii) the unpaid principal amount of the Note, (iii) the rate of interest of the Note, (iv) the terms of payment and maturity date of the Note, (v) the date installments of interest and/or principal were last paid, (vi) that, except as provided in such statement, there are no defaults or events which with the passage of time or the giving of notice or both, would constitute an event of default under the Note or the Mortgage, (vii) that the Note and this Mortgage are valid, legal and binding obligations and have not been modified or if modified, giving particulars of such modification, (viii) whether any offsets or defenses exist against the obligations secured hereby and, if any are alleged to exist, a detailed description thereof, (ix) that all Leases are in full force and effect and (provided the Property is not a residential multifamily property) have not been modified (or if modified, setting forth all modifications), (x) the date to which the Rents thereunder have been paid pursuant to the Leases, (xi) whether or not, to the best knowledge of Borrower, any of the lessees under the Leases are in default under the Leases, and, if any of the lessees are in default, setting forth the specific nature of all such defaults, (xii) the amount of security deposits held by Borrower under each Lease and that such amounts are consistent with the amounts required under each Lease, and (xiii) as to any other matters reasonably requested by Lender and reasonably related to the Leases, the obligations secured hereby, the Property or this Mortgage.

Section 7.5 Flood Insurance. After Lender's request, Borrower shall deliver evidence satisfactory to Lender that no portion of the Improvements is situated in a federally designated "special flood hazard area" or, if it is, that Borrower has obtained insurance meeting the requirements of Section 3.3(a)(vi).

ARTICLE 8 - DUE ON SALE/ENCUMBRANCE

Section 8.1 Transfer Definitions. For purposes of this Article 8, a "Restricted Party" shall mean the Borrower or any direct or indirect legal or beneficial owner of the Borrower; and a "Sale or Pledge" shall mean a voluntary or involuntary sale, conveyance, transfer or pledge of a legal or beneficial interest.

Section 8.2 No Sale/Encumbrance. Borrower shall not sell, convey, mortgage, grant, bargain, encumber, pledge, assign, grant options with respect to, or otherwise transfer or dispose of (directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, and whether or not for consideration or of record) the Property or any part thereof or any legal or beneficial interest therein other than residential leases entered into in the ordinary course of Borrower's business (collectively a "Transfer"), without the prior written consent of Lender. For purposes hereof, a Transfer shall include, but not be limited to, (A) an installment sales agreement wherein Borrower agrees to sell the Property or any part thereof for a price to be paid in installments; (B) an agreement by Borrower leasing all or a substantial part of the Property for other than actual occupancy by a space tenant thereunder or a sale, assignment or other transfer of, or the grant of a security interest in, Borrower's right, title and interest in and to any Leases or any Rents; (C) if a Restricted Party is a corporation, any merger, consolidation or Sale or Pledge

of such corporation's stock or the creation or issuance of new stock in one or a series of transactions, by which such corporation's stock shall be vested in a party or parties who are not now shareholders; (D) if a Restricted Party is a limited or general partnership or joint venture, any merger or consolidation or the change, removal, resignation or addition of a general partner or the Sale or Pledge of the partnership interest of any general partner or any profits or proceeds relating to such partnership interest, or the Sale or Pledge of limited partnership interests or the creation or issuance of new limited partnership interests in one or a series of transactions, by which such limited partnership interests shall be vested in a party or parties who are not now limited partners; (E) if a Restricted Party is a limited liability company, any merger or consolidation or the change, removal, resignation or addition of a managing member or non-member manager (or if no managing member, any member) or the Sale or Pledge of the membership interest of a managing member (or if no managing member, any member) or any profits or proceeds relating to such membership interest, or the Sale or Pledge of non-managing membership interests or the creation or issuance of new non-managing membership interests in one or a series of transactions, by which such non-managing membership interests shall be vested in a party or parties who are not now non-managing members; or (F) if a Restricted Party is a trust or nominee trust, any merger, consolidation or the Sale or Pledge of the legal or beneficial interest in a Restricted Party or the creation or issuance of new legal or beneficial interests in one or a series of transactions, by which such beneficial or legal interests shall be vested in a party or parties who are not now legal or beneficial owners.

Notwithstanding the foregoing, the ownership interest of the Investor Member of the Borrower shall be freely assignable to any affiliate of Red Capital Markets, Inc. and any such assignment shall not be deemed to violate the foregoing provision and shall not require the consent of the Lender. In addition, the removal of the Managing Member of Borrower pursuant to Borrower's Amended and Restated Operating Agreement, dated November 30, 2005, shall not constitute an Event of Default hereunder, but installation of a substitute Managing Member shall require Lender's written consent which consent may not be unreasonably withheld, delayed or conditioned.

Additionally, any required consent to the sale of the Property or any other interest in the Borrower shall not be unreasonably withheld, delayed or conditioned by Lender. However, such consent may be conditioned upon the receipt of such documents and instruments as may be reasonably required by Lender to assure transferees agreement to be bound by all of the Loan Documents and upon the payment of all costs of review, including reasonable attorneys fees, associated by the proposed sale or assignment and any title policy endorsements requested by the Lender.

ARTICLE 9 - PREPAYMENT

Section 9.1 Prepayment Before Event of Default. The Debt may not be prepaid in whole or in part except in strict accordance with the express terms and conditions of the Note or this Mortgage.

ARTICLE 10 - DEFAULT

Section 10.1 Events of Default. The occurrence of an Event of Default, as defined in the Loan Agreement, shall constitute an "Event of Default" hereunder.

ARTICLE 11 - RIGHTS AND REMEDIES

Section 11.1 Remedies. Upon the occurrence of any Event of Default, Borrower agrees that Lender may take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Borrower in and to the Property, including, but not limited to the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Lender may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Lender, **subject to the provisions contained in Article 8 of the Loan Agreement relating to the non-recourse nature of the Note, this Mortgage, the Loan Agreement and certain of the Other Security Documents:**

- (a) declare the entire unpaid Debt to be immediately due and payable;
- (b) institute proceedings, judicial or otherwise, for the complete foreclosure of this Mortgage under any applicable state or federal law in which case the Property or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;
- (c) with or without entry, to the extent permitted and pursuant to the procedures provided by applicable state or federal law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Debt then due and payable, subject to the continuing lien and security interest of this Mortgage for the balance of the Debt not then due, unimpaired and without loss of priority;
- (d) sell for cash or upon credit the Property or any part thereof and all estate, claim, demand, right, title and interest of Borrower therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, in one or more parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law;
- (e) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the Note, the Loan Agreement or in the Other Security Documents;
- (f) recover judgment on the Note either before, during or after any proceedings for the enforcement of the Loan Agreement, this Mortgage or the Other Security Documents;
- (g) apply for the appointment of a receiver, trustee, liquidator or conservator of the Property, without notice and without regard for the adequacy of the security for the Debt and without regard for the solvency of Borrower, any guarantor, indemnitor or of any person, firm or other entity liable for the payment of the Debt;

(h) subject to any applicable state or federal law, the license granted to Borrower under Section 1.2 shall automatically be revoked and Lender may enter into or upon the Property, either personally or by its agents, nominees or attorneys and dispossess Borrower and its agents and servants therefrom, without liability for trespass, damages or otherwise and exclude Borrower and its agents or servants wholly therefrom, and take possession of all rent rolls, leases (including the form lease) and amendments and exhibits, subleases (including the form sublease) and amendments and exhibits and rental and license agreements with the tenants, subtenants and licensees in possession of the Property or any part or parts thereof; tenants', subtenants' and licensees' money deposits or other property (including, without limitation, any letter of credit) given to secure tenants', subtenants' and licensees' obligations under leases, subleases or licenses, together with a list of the foregoing; all lists pertaining to current rent and license fee arrears; any and all architects' plans and specifications, licenses and permits, documents, books, records, accounts, surveys and property which relate to the management, leasing, operation, occupancy, ownership, insurance, maintenance, or service of or construction upon the Property and Borrower agrees to surrender possession thereof and of the Property to Lender upon demand, and thereupon Lender may (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Property and conduct the business thereat; (ii) complete any construction on the Property in such manner and form as Lender deems advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Property; (iv) exercise all rights and powers of Borrower with respect to the Property, whether in the name of Borrower or otherwise, including without limitation, the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents of the Property and every part thereof; (v) either require Borrower (A) to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be occupied by Borrower, or (B) to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise; and (vi) apply the receipts from the Property to the payment of the Debt, in such order, priority and proportions as Lender shall deem appropriate in its sole discretion after deducting therefrom all expenses (including reasonable attorneys' fees) incurred in connection with the aforesaid operations and all amounts necessary to pay the Taxes, Other Charges, Insurance Premiums and other expenses in connection with the Property, as well as just and reasonable compensation for the services of Lender, its counsel, agents and employees;

(i) exercise any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing: (i) the right to take possession of the Personal Property or any part thereof, and to take such other measures as Lender may deem necessary for the care, protection and preservation of the Personal Property, and (ii) request Borrower at its expense to assemble the Personal Property and make it available to Lender at a convenient place acceptable to Lender. Any notice of sale, disposition or other intended action by Lender with respect to the Personal Property sent to Borrower in accordance with the provisions hereof at least ten (10) days prior to such action, shall constitute commercially reasonable notice to Borrower;

(j) apply any sums then deposited in the Escrow Fund and any other sums held in escrow or otherwise by Lender in accordance with the terms of the Loan Agreement, this Mortgage or any Other Security Document to the payment of the following items in any order in its sole discretion: (i) Taxes and Other Charges; (ii) Insurance Premiums; (iii) interest on the unpaid principal balance of the Note; (iv) amortization of the unpaid principal balance of the Note; and (v) all other sums payable pursuant to the Note, the Loan Agreement, this Mortgage and the Other Security Documents, including, without limitation, advances made by Lender pursuant to the terms of this Mortgage;

(k) surrender the Policies maintained pursuant to Article 3, collect the unearned Insurance Premiums and apply such sums as a credit on the Debt in such priority and proportion as Lender in its discretion shall deem proper, and in connection therewith, Borrower hereby appoints Lender as agent and attorney-in-fact (which is coupled with an interest and is therefore irrevocable) for Borrower to collect such unearned Insurance Premiums;

(l) pursue such other remedies as Lender may have under applicable state or federal law.

In the event of a sale, by foreclosure, power of sale, or otherwise, of less than all of the Property, this Mortgage shall continue as a lien and security interest on the remaining portion of the Property unimpaired and without loss of priority.

Section 11.2 Application of Proceeds. The purchase money, proceeds and avails of any disposition of the Property, or any part thereof, or any other sums collected by Lender pursuant to the Note, the Loan Agreement, this Mortgage or the Other Security Documents, may be applied by Lender to the payment of the Debt in such priority and proportions as Lender in its discretion shall deem proper, subject to the order of any court having jurisdiction over any foreclosure proceeds.

Section 11.3 Right to Cure Defaults. Upon the occurrence of any Event of Default or if Borrower fails to make any payment or to do any act as herein provided, Lender may, but without any obligation to do so and without notice to or demand on Borrower and without releasing Borrower from any obligation hereunder, make or do the same in such manner and to such extent as Lender may deem reasonably necessary to protect the security hereof. Lender is authorized to enter upon the Property for such purposes, or appear in, defend, or bring any action or proceeding to protect its interest in the Property or to foreclose this Mortgage or collect the Debt. The cost and expense of any cure hereunder (including reasonable attorneys' fees to the extent permitted by law), with interest as provided in this Section 11.3, shall constitute a portion of the Debt and shall be due and payable to Lender upon demand. All such costs and expenses incurred by Lender in remedying such Event of Default or such failed payment or act or in appearing in, defending, or bringing any such action or proceeding shall bear interest at the Default Rate (defined in the Loan Agreement), for the period after notice from Lender that such cost or expense was incurred to the date of payment to Lender. All such costs and expenses incurred by Lender together with interest thereon calculated at the Default Rate shall be deemed to constitute a portion of the Debt and be secured by this Mortgage and the

Other Security Documents and shall be immediately due and payable upon demand by Lender therefor.

Section 11.4 Actions and Proceedings. Lender has the right to appear in and defend any action or proceeding brought with respect to the Property, and after the occurrence and during the continuance of an Event of Default, to bring any action or proceeding, in the name and on behalf of Borrower, which Lender, in its discretion, decides should be brought to protect its interest in the Property.

Section 11.5 Recovery of Sums Required to be Paid. Lender shall have the right from time to time to take action to recover any sum or sums which constitute a part of the Debt as the same become due, without regard to whether or not the balance of the Debt shall be due, and without prejudice to the right of Lender thereafter to bring an action of foreclosure, or any other action, for a default or defaults by Borrower existing at the time such earlier action was commenced.

Section 11.6 Examination of Books and Records. Lender, its agents, accountants and attorneys shall have the right upon prior written notice to Borrower (unless an Event of Default exists, in which case no notice shall be required), to examine and audit, during reasonable business hours, the records, books, management and other papers of Borrower and its affiliates which pertain to their financial condition or the income, expenses and operation of the Property, at the Property or at any office regularly maintained by Borrower, its affiliates where the books and records are located. Lender and its agents shall have the right upon notice to make copies and extracts from the foregoing records and other papers.

Section 11.7 Other Rights, etc.

(a) The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Mortgage. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (i) the failure of Lender to comply with any request of Borrower to take any action to foreclose this Mortgage or otherwise enforce any of the provisions hereof or of the Note, the Loan Agreement or the Other Security Documents, (ii) the release, regardless of consideration, of the whole or any part of the Property, or of any person liable for the Debt or any portion thereof, or (iii) any agreement or stipulation by Lender extending the time of payment, changing the rate of interest, or otherwise modifying or supplementing the terms of the Note, the Loan Agreement, this Mortgage or the Other Security Documents.

(b) It is agreed that the risk of loss or damage to the Property is on Borrower, and Lender shall have no liability whatsoever for decline in value of the Property, for failure to maintain the Policies, or for failure to determine whether insurance in force is adequate as to the amount of risks insured. Possession by Lender shall not be deemed an election of judicial relief, if any such possession is requested or obtained, with respect to any Property or collateral not in Lender's possession.

(c) Lender may resort for the payment of the Debt to any other security held by Lender in such order and manner as Lender, in its discretion, may elect. Lender may

take action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to foreclose this Mortgage. The rights of Lender under this Mortgage shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision. Lender shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every right and remedy now or hereafter afforded at law or in equity.

Section 11.8 Right to Release Any Portion of the Property. Lender may release any portion of the Property for such consideration as Lender may require without, as to the remainder of the Property, in any way impairing or affecting the lien or priority of this Mortgage, or improving the position of any subordinate lienholder with respect thereto, except to the extent that the obligations hereunder shall have been reduced by the actual monetary consideration, if any, received by Lender for such release, and may accept by assignment, pledge or otherwise any other property in place thereof as Lender may require without being accountable for so doing to any other lienholder. This Mortgage shall continue as a lien and security interest in the remaining portion of the Property.

Section 11.9 Violation of Laws. If the Property is not in compliance with Applicable Laws, Lender may impose additional reasonable requirements upon Borrower in connection herewith including, without limitation, monetary reserves or financial equivalents.

Section 11.10 Right of Entry. Lender and its agents shall have the right to enter and inspect the Property at all reasonable times upon reasonable notice.

Section 11.11 Subrogation. If any or all of the proceeds of the Note have been used to extinguish, extend or renew any indebtedness heretofore existing against the Property, then, to the extent of the funds so used, Lender shall be subrogated to all of the rights, claims, liens, titles, and interests existing against the Property heretofore held by, or in favor of, the holder of such indebtedness and such former rights, claims, liens, titles, and interests, if any, are not waived but rather are continued in full force and effect in favor of Lender and are merged with the lien and security interest created herein as cumulative security for the repayment of the Debt, the performance and discharge of Borrower's obligations hereunder, under the Note, the Loan Agreement and the Other Security Documents and the performance and discharge of the Other Obligations.

Section 11.12 Right of Investor Member to Cure. The Investor Member, as defined in the Loan Agreement, shall have the right, but not the obligation, to cure on behalf of the Borrower any Default or Event of Default, as defined in the Loan Agreement, existing under this Mortgage in the same manner and during the same time periods as would otherwise be available to the Borrower and the Lender agrees to accept from the Investor Member any such cures to the same extent as if tendered by the Borrower directly.

ARTICLE 12 - ENVIRONMENTAL HAZARDS

Section 12.1 Environmental Representations and Warranties. The representations and warranties made by the Borrower in the Environmental Indemnity (as defined in Section 13.4 below) are incorporated herein by reference.

Section 12.2 Environmental Covenants. The covenants and agreements of the Borrower set forth in the Environmental Indemnity (as defined in Section 13.4 below) are incorporated herein by reference.

Section 12.3 Lender's Rights. Lender and any other person or entity designated by Lender, including but not limited to any representative of a governmental entity, and any environmental consultant, and any receiver appointed by any court of competent jurisdiction, shall have the right, but not the obligation, to enter upon the Property at all reasonable times upon reasonable notice to assess any and all aspects of the environmental condition of the Property and its use, including but not limited to conducting any environmental assessment or audit (the scope of which shall be determined in Lender's sole discretion) and taking samples of soil, groundwater or other water, air, or building materials, and conducting other invasive testing. Borrower shall cooperate with and provide access to Lender and any such person or entity designated by Lender. If requested by the Borrower, the Lender shall provide the Borrower with copies of any reports prepared for the Lender with respect to such assessments.

ARTICLE 13 - INDEMNIFICATION

Section 13.1 General Indemnification. Borrower shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties from and against any and all Losses (defined below) imposed upon or incurred by or asserted against any Indemnified Parties and directly or indirectly arising out of or in any way relating to any one or more of the following (a) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (b) any use, nonuse or condition in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (c) performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof; (d) any failure of the Property to be in compliance with any Applicable Laws; (e) any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in any Lease; or (f) the payment of any commission, charge or brokerage fee to anyone which may be payable in connection with the funding of the Loan evidenced by the Note and secured by this Mortgage, provided however, that the indemnification contained in this Section 13.1 shall not apply to Losses caused by, or resulting from the negligence or willful misconduct of the Indemnified Parties. Any amounts payable to Lender by reason of the application of this Section 13.1 shall become immediately due and payable and shall bear interest at the Default Rate from the date loss or damage is sustained by Lender until paid. The term "Losses" shall mean any and all claims, suits, liabilities (including, without limitation, strict liabilities), actions, proceedings, obligations, debts, damages, losses, costs, expenses, fines, penalties, charges, fees, judgments, awards, amounts paid in settlement of

whatever kind or nature (including but not limited to attorneys' fees and other costs of defense). The term "Indemnified Parties" shall mean (a) Lender, (b) any prior owner or holder of the Note, (c) any servicer or prior servicer of the Loan, (d) any Investor (defined below) or any prior Investor in any Participations (defined below) or Securities, (e) any trustees, custodians or other fiduciaries who hold or who have held a full or partial interest in the Loan for the benefit of any Investor or other third party, (f) any receiver or other fiduciary appointed in a foreclosure or other Creditors Rights Laws proceeding, (g) any officers, directors, shareholders, partners, members, employees, agents, servants, representatives, contractors, subcontractors, affiliates or subsidiaries of any and all of the foregoing, and (h) the heirs, legal representatives, successors and assigns of any and all of the foregoing (including, without limitation, any successors by merger, consolidation or acquisition of all or a substantial portion of the Indemnified Parties' assets and business), in all cases whether during the term of the Loan or as part of or following a foreclosure of the Loan.

Section 13.2 Mortgage and/or Intangible Tax. Borrower shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties from and against any and all Losses imposed upon or incurred by or asserted against any Indemnified Parties and directly or indirectly arising out of or in any way relating to any tax on the making and/or recording of the Loan Agreement, this Mortgage, the Note, or any of the Other Security Documents.

Section 13.3 Duty to Defend; Attorneys' Fees and Other Fees and Expenses. Upon written request by any Indemnified Party, Borrower shall defend such Indemnified Party (if requested by any Indemnified Party, in the name of the Indemnified Party) by attorneys and other professionals approved by the Indemnified Parties. Notwithstanding the foregoing, any Indemnified Parties may, in their sole discretion, engage their own attorneys and other professionals to defend or assist them, and, at the option of Indemnified Parties, their attorneys shall control the resolution of any claim or proceeding. Upon demand, Borrower shall pay or, in the sole discretion of the Indemnified Parties, reimburse, the Indemnified Parties for the payment of reasonable fees and disbursements of attorneys, engineers, environmental consultants, laboratories and other professionals in connection therewith. Notwithstanding the provisions of this Section 13.3 to the contrary, the Borrower shall have no obligation to reimburse the Lender for attorneys' fees to the extent such fees are incurred as a direct result of a claim brought by the Lender against the Borrower with respect to which a final, non-appealable judgment in favor of the Borrower is entered by a court of competent jurisdiction.

Section 13.4 Environmental Indemnity. Simultaneously with this Mortgage, Borrower and other persons or entities defined therein have executed and delivered that certain Environmental and ADA Indemnification Agreement dated the date hereof (collectively, the "Indemnitors") to Lender (the "Environmental Indemnity").

ARTICLE 14 - WAIVERS

Section 14.1 Waiver of Counterclaim. Borrower hereby waives the right to assert a counterclaim, other than a mandatory or compulsory counterclaim, in any action or proceeding brought against it by Lender arising out of or in any way connected with this Mortgage, the Note, any of the Other Security Documents, or the Obligations.

Section 14.2 Marshalling and Other Matters. Borrower hereby waives, to the extent permitted by law, the benefit of all appraisal, valuation, stay, extension, reinstatement and redemption laws now or hereafter in force and all rights of marshalling in the event of any sale hereunder of the Property or any part thereof or any interest therein. Further, Borrower hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on behalf of Borrower, and on behalf of each and every person acquiring any interest in or title to the Property subsequent to the date of this Mortgage and on behalf of all persons to the extent permitted by applicable state or federal law.

Section 14.3 Waiver of Notice. Borrower shall not be entitled to any notices of any nature whatsoever from Lender except (a) with respect to matters for which this Mortgage or the other Loan Documents specifically and expressly provides for the giving of notice by Lender to Borrower and (b) with respect to matters for which Lender is required by applicable state or federal law to give notice, and Borrower hereby expressly waives the right to receive any notice from Lender with respect to any matter for which this Mortgage does not specifically and expressly provide for the giving of notice by Lender to Borrower.

Section 14.4 Waiver of Statute of Limitations. Borrower hereby expressly waives and releases to the fullest extent permitted by law, the pleading of any statute of limitations as a defense to payment of the Debt or performance of its Other Obligations.

Section 14.5 Sole Discretion of Lender. Wherever pursuant to this Mortgage (a) Lender exercises any right given to it to approve or disapprove, (b) any arrangement or term is to be satisfactory to Lender, or (c) any other decision or determination is to be made by Lender, the decision to approve or disapprove all decisions that arrangements or terms are satisfactory or not satisfactory, and all other decisions and determinations made by Lender, shall be in the sole discretion of Lender, except as may be otherwise expressly and specifically provided herein.

Section 14.6 Waiver of Trial by Jury. BORROWER AND LENDER, BY ACCEPTANCE OF THIS MORTGAGE, HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THE LOAN, THE APPLICATION FOR THE LOAN, THE NOTE, THIS MORTGAGE OR THE OTHER SECURITY DOCUMENTS OR ANY ACTS OR OMISSIONS OF LENDER OR BORROWER.

Section 14.7 Waiver of Foreclosure Defense. Borrower hereby waives any defense Borrower might assert or have by reason of Lender's failure to make any tenant or lessee of the Property a party defendant in any foreclosure proceeding or action instituted by Lender.

ARTICLE 15 - NOTICES

Section 15.1 Notices. All notices or other written communications hereunder shall be deemed to have been properly given if given in accordance with the provisions of the Loan Agreement.

ARTICLE 16 - CHOICE OF LAW

Section 16.1 Choice of Law. This Mortgage and any determination of deficiency judgments shall be governed, construed, applied and enforced in accordance with the laws of the state in which the Property is located and applicable federal law.

Section 16.2 Provisions Subject to Law. All rights, powers and remedies provided in this Mortgage may be exercised only to the extent that the exercise thereof does not violate any applicable state or federal law and are intended to be limited to the extent necessary so that they will not render this Mortgage invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable state or federal law.

ARTICLE 17 - SECONDARY MARKET

Intentionally deleted.

ARTICLE 18 - COSTS

Section 18.1 Performance at Borrower's Expense. Borrower acknowledges and confirms that Lender shall impose certain administrative processing and/or commitment fees in connection with (a) the extension, renewal, modification, amendment and termination of the Loan, (b) the release or substitution of collateral therefor, (c) obtaining certain consents, waivers and approvals with respect to the Property, or (d) the review of any Lease or proposed Lease or the preparation or review of any subordination, non-disturbance agreement (the occurrence of any of the above shall be called an "Event"). Borrower further acknowledges and confirms that it shall be responsible for the payment of all reasonable costs of reappraisal of the Property or any part thereof, whether required by law, regulation, or any governmental or quasi-governmental authority, or required by Lender pursuant to any of the Loan Documents. Borrower hereby acknowledges and agrees to pay, immediately, with or without demand, all such fees (as the same may be increased or decreased from time to time), and any additional fees of a similar type or nature which may be imposed by Lender from time to time, upon the occurrence of any Event or otherwise. Wherever it is provided for herein that Borrower pay any costs and expenses, such costs and expenses shall be reasonable and shall include, but not be limited to, all reasonable counsel fees of Lender.

Section 18.2 Counsel fees for Enforcement. (a) Borrower shall pay all reasonable counsel fees incurred by Lender in connection with (i) the preparation of the Note, this Mortgage and the Other Security Documents; and (ii) the items set forth in Section 18.1 above, and (b) Borrower shall pay to Lender on demand any and all expenses, including reasonable legal fees incurred or paid by Lender in protecting its interest in the Property or in collecting any amount payable under the Note, this Mortgage or the Other Security Documents, or in enforcing its rights hereunder with respect to the Property, whether or not any legal proceeding is commenced hereunder or thereunder, together with interest thereon at the rate of interest then applicable to the Note from the date paid or incurred by Lender until such expenses are paid by Borrower.

ARTICLE 19 - DEFINITIONS

Section 19.1 General Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Mortgage may be used interchangeably in singular or plural form and the word "Borrower" shall mean "each Borrower and any subsequent owner or owners of the Property or any part thereof or any interest therein," the word "Lender" shall mean "Lender and any subsequent holder of the Note," the word "Note" shall mean "the Note and any other evidence of indebtedness secured by this Mortgage," the word "person" shall include an individual, corporation, limited liability company, partnership, trust, unincorporated association, government, governmental authority, and any other entity, the word "Property" shall include any portion of the Property and any interest therein, and the phrases "counsel fees" shall include any and all attorneys', paralegal and law clerk fees and disbursements, including, but not limited to fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder, whether with respect to retained firms, the reimbursement for the expenses of in-house staff or otherwise.

Section 19.2 Headings, etc. The headings and captions of various Articles and Sections of this Mortgage are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

ARTICLE 20 - MISCELLANEOUS PROVISIONS

Section 20.1 No Oral Change. This Mortgage, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 20.2 Liability. If Borrower consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several. This Mortgage shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns forever.

Section 20.3 Inapplicable Provisions. If any term, covenant or condition of the Note or this Mortgage is held to be invalid, illegal or unenforceable in any respect, the Note and this Mortgage shall be construed without such provision.

Section 20.4 Duplicate Originals; Counterparts. This Mortgage may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Mortgage may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Mortgage. The failure of any party hereto to execute this Mortgage, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

Section 20.5 Number and Gender. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

ARTICLE 21 - SPECIAL WISCONSIN PROVISIONS

Section 21.1 Inconsistencies. In the event of any inconsistencies between the terms and conditions of this Article 21 and the other provisions of this Mortgage, the terms and conditions of this Article 21 shall control and be binding.

Section 21.2 Fixture Filing. This instrument shall be deemed to be a Fixture Filing within the meaning of the Uniform Commercial Code, and for such purpose, the following information is given:

- | | | |
|-----|---|---|
| (a) | Name and address
of Debtor: | Lincoln Manor Redevelopment, LLC

c/o LMR Managing Member, LLC
2000 Domanik Drive
Racine, Wisconsin 53402
State Entity No.: L 037482 |
| (b) | Name and address of
Secured Party: | U.S. Bank National Association
1 South Pinckney Street
Mail Station: MK-WI-2008
Madison, Wisconsin 53703 |
| (c) | Description of the types (or
items) of property covered
by this Fixture Filing: | The Personal Property as described
in Section 1.1 hereof. |
| (d) | Description of real estate
to which the collateral is
attached or upon which it
is or will be located: | See Exhibit A attached hereto. |

Some of the above-described collateral is or is to become fixtures upon the above-described real estate, and this Fixture Filing is to be filed for record in the public real estate records.

Section 21.3 Commercial Property. The Property is commercial property, and is not the homestead of any person.

Section 21.4 Mortgagee's Option Under Wis. Stat. Section 846.103(2). Borrower agrees that this Mortgage may be foreclosed by Lender, at its option, pursuant to the provisions of Section 846.103(2) of the Wisconsin Statutes of 1979-80 or any successor thereof.

2001197

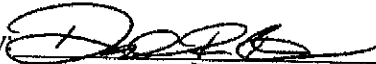
IN WITNESS WHEREOF, this Mortgage has been executed by Borrower the day and year first above written.

BORROWER

LINCOLN MANOR REDEVELOPMENT, LLC,
a Wisconsin limited liability company

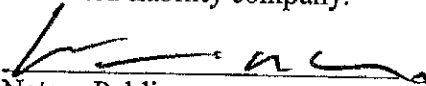
By: LMR MANAGING MEMBER, LLC,
a Wisconsin limited liability company
Its: Managing Member

By: LINCOLN LUTHERAN OF RACINE,
WISCONSIN, INC.
Its: Manager

By: 
Its: CEO

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

The foregoing instrument was acknowledged before me this 15th day of December, 2005, by Daniel A. Risch, the CEO of Lincoln Lutheran of Racine, Wisconsin, Inc., a Wisconsin corporation, the Manager of LMR Managing Member, LLC, the Managing Member of Lincoln Manor Redevelopment, LLC, a Wisconsin limited liability company, on behalf of said limited liability company.


Notary Public
William A. Cunningham,
My Commission is
perpetual

This instrument drafted by:

Frederick P Angst, Esq.
BRIGGS AND MORGAN, P.A.
2200 IDS Center
80 South Eighth Street
Minneapolis, MN 55402-2157

0001198

EXHIBIT A

Legal Description

Part of the Southwest 1/4 of Section 13, Town 3 North, Range 22 East, in the Village of Mt. Pleasant, Racine County, State of Wisconsin, bounded and described as follows: Commence at the Southwest corner of the said Southwest 1/4; running thence South 89° 08' 18" East 590.67 feet on the South line of said Southwest 1/4 to the point of beginning of this description; running thence North 00° 51' 42" East 294.45 feet to a point on the South line of 16th Street; thence South 89° 08' 18" East 484.01 feet to a point of curvature of a curve of Northeasterly convexity whose radius is 545.00 feet and whose chord bears South 73° 08' 46" East 300.30 feet; thence Southeasterly 304.24 feet on the arc of said curve and the Southerly line of 16th Street to a point of reverse curvature of a curve of Southwesterly convexity whose radius is 556.91 feet and whose chord bears South 73° 08' 46" East 306.87 feet; thence Southeasterly 310.89 feet on the arc of said curve and the Southerly line of 16th Street to its point of tangency; thence South 89° 08' 18" East 113.93 feet to a point on the centerline of State Trunk Highway 31; thence South 15° 15' 26" West 103.48 feet on said centerline; thence South 11° 55' 25" West 27.45 feet on said centerline to a point on the South line of said Southwest 1/4; thence North 89° 08' 18" West 1150.62 feet on the South line of said Southwest 1/4 to the point of beginning of this description.

RESERVING THEREFROM the Easterly 70 feet in width for public highway purposes.
EXCEPTING THEREFROM that part conveyed by Warranty Deed recorded in Volume 2063 of Records, on Page 35, as Document No. 1336251.

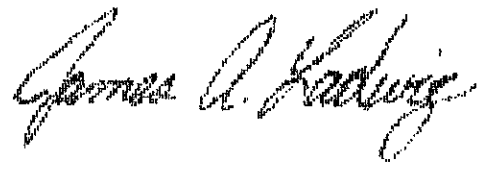

Tax Key No. 51-151-03-22-13-151-000

EXHIBIT B**Permitted Encumbrances**

1. The lien of real estate taxes not yet due and payable.
2. The lien of assessments not yet due and payable.
3. Rights of residential tenants as tenants only under unrecorded residential leases.
4. Mortgage, Security Agreement, and Fixture Financing Statement, dated December 15, 2005, executed by Lincoln Manor Redevelopment, LLC in favor of U.S. Bank National Association, to secure the original sum of \$2,400,000.00.
5. Land Use Restriction Agreement, by and between Lincoln Manor Redevelopment, LLC, and the Wisconsin Housing and Economic Development Authority, to be entered in to at a future date.
6. Mortgage, Security Agreement, and Fixture Financing Statement, dated December 15, 2005, executed by Lincoln Manor Redevelopment, LLC in favor of U.S. Bank National Association, to secure the original sum of \$2,299,549.00.
7. Agreement of Leases and Rents, dated December 15, 2005, executed by Lincoln Manor Redevelopment, LLC in favor of U.S. Bank National Association.
8. Utility Easement granted to Wisconsin Electric Power Company and Wisconsin Telephone Company recorded in Volume 1042, Page 313, as Document No. 864028.
9. Utility Easement granted to Wisconsin Natural Gas Company recorded in Volume 1049, Page 324.
10. Easements for sewer and water as shown in Subordination recorded in Volume 1525, Page 182.
11. Easement recorded in Volume 1092, Page 553, recorded as Document No. 884303.
12. Real Estate Mortgage, dated November 30, 2005, executed by Lincoln Manor Redevelopment, LLC in favor of Lincoln Manor of Racine, Wisconsin, Inc. to secure the original sum of \$2,205,000, as assigned to Lincoln Lutheran of Racine, Wisconsin, Inc. by Assignment dated December 15, 2005.
13. Encroachments as shown on survey made by American Survey Company dated November 28, 2005.
14. Department of Housing and Urban Development Use Agreement recorded as Document No. 2062376.

1200

DOC # 2065049
 Recorded
 DEC. 22, 2005 AT 05:41:00PM

Document Number	Assignment of Leases and Rents Document Title	<div data-bbox="1026 247 1507 415">  </div> <div data-bbox="1091 436 1409 613"> <p>JAMES A LADWIG RACINE COUNTY REGISTER OF DEEDS Fee Amount: \$31.00</p>  </div> <div data-bbox="987 793 1562 1110"> <p>Recording Area</p> <hr/> <p>Name and Return Address</p> <p>Briggs and Morgan, P.A. 2200 IDS Center 80 South 8th Street Minneapolis, MN 55402-2157 Attention: Frederick P. Angst, Esq.</p> </div>
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31

51-151-03-22-13-151-000
Parcel Identification Number (PIN)

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") made as of the 15th day of December, 2005, by LINCOLN MANOR REDEVELOPMENT, LLC, a Wisconsin limited liability company, having its principal place of business at c/o LMR Managing Member, LLC, 2000 Domanik Drive, Racine, Wisconsin 53402, as mortgagor ("Borrower"), to U.S. BANK NATIONAL ASSOCIATION, 1 South Pinckney Street, Mail Station: MK-WI-2008, Madison, Wisconsin 53703 ("Lender").

RECITALS:

A. Borrower by its promissory note of even date herewith given to Lender in the original principal amount of \$2,400,000 is indebted to Lender in the principal sum of \$2,400,000 in lawful money of the United States of America (together with all extensions, renewals, modifications, substitutions and amendments thereof, the "Note"), with interest from the date thereof at the rates set forth in the Note, principal and interest to be payable in accordance with the terms and conditions provided in the Note.

B. The Note is issued pursuant to a certain Loan Agreement of even date herewith by and between Borrower and Lender (the "Loan Agreement").

C. Borrower desires to secure the payment of the Debt (defined below) and the performance of all of its obligations under the Note and the Other Obligations as defined in Article 2 of the Mortgage (defined below).

CONSIDERATION:

This Assignment is made in consideration of that certain loan made by Lender to Borrower evidenced by the Note and secured by that certain mortgage, security agreement, and fixture financing statement or similar real estate security instrument given by Borrower to or for the benefit of Lender, dated the date hereof, in the principal sum of \$2,400,000.00, covering the Property and intended to be duly recorded (the "Mortgage"). The principal sum, interest and all other sums due and payable under the Note, the Mortgage, this Assignment, the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement) are collectively referred to as the "Debt". The documents other than this Assignment, the Note or the Mortgage now or hereafter executed by Borrower and/or others and by or in favor of Lender which wholly or partially secure or guarantee payment of the Debt are referred to herein as the "Other Security Documents".

ARTICLE 1 - ASSIGNMENT

Section 1.1 Property Assigned. Borrower hereby irrevocably, absolutely and unconditionally assigns and grants to Lender the right, title and interest of Borrower, in and to all of the following property, rights, interests and estates, whether now owned, or hereafter acquired (the "Assigned Property"):

(a) Leases and Other Agreements. All existing and future leases and all other agreements, whether or not in writing, affecting the use, enjoyment or occupancy of the Property or any portion thereof now or hereafter made, whether before or after the filing by or against Borrower of any petition for relief under 11 U.S.C. § 101 *et seq.*, as the same may be amended from time to time (the "Bankruptcy Code") together with any extension, renewal or replacement of the same (collectively the "Leases"); this Assignment of all such other present and future leases and present and future agreements being effective without further or supplemental assignment.

(b) Rents. All rents, additional rents, revenues, income, issues and profits (including all oil and gas or other mineral royalties and bonuses), deposits, accounts and other benefits arising from the Leases and renewals and replacements thereof or otherwise from the use, enjoyment and occupancy of the Property and any cash or security deposited in connection therewith, whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code (collectively, the "Rents").

(c) Bankruptcy Claims. All claims and rights (the "Bankruptcy Claims") to the payment of damages and other claims arising from any rejection by a lessee of any Lease under the Bankruptcy Code.

(d) Lease Guaranties. All claims and rights under any and all lease guaranties, letters of credit and any other credit support given to Borrower by any guarantor in connection with any of the Leases (individually, a "Lease Guarantor", and collectively, the "Lease Guarantors").

(e) Proceeds. All proceeds from any sale or other disposition of the Leases, the Rents, the Lease Guaranties and the Bankruptcy Claims.

(f) Other Rights. All rights, powers, privileges, options and other benefits of Borrower as lessor under the Leases and beneficiary under the Lease Guaranties, including without limitation the immediate and continuing right to make claim for, receive, collect and apply all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same to the payment of the Debt or the Other Obligations), and to do all other things which Borrower or any lessor is or may become entitled to do under the Leases or the Lease Guaranties.

(g) Entry. The right, at Lender's option, upon revocation of the license granted herein, to enter upon the Property in person, by agent or by court-appointed receiver, to collect the Rents and enforce the Leases.

(h) Power of Attorney. Borrower's irrevocable power of attorney, coupled with an interest, to take any and all of the actions set forth in Section 3.1 of this Assignment and any or all other actions designated by Lender for the proper management and preservation of the Property.

(i) Other Rights and Agreements. Any and all other rights of Borrower in and to the items set forth in subsections (a) through (h) above, and all amendments, modifications, replacements, renewals, extensions, supplements, restatements and substitutions thereof.

Section 1.2 Termination of Assignment. Upon payment in full of the Debt and the delivery and recording of a satisfaction or discharge of Mortgage duly executed by Lender, this Assignment shall become null and void and shall be of no further force and effect.

ARTICLE 2 - TERMS OF ASSIGNMENT

Section 2.1 Present Assignment and License Back. It is intended by Borrower that this Assignment constitute a present, irrevocable, absolute and unconditional assignment of the Assigned Property, and not an assignment for additional security only. Nevertheless, subject to the terms of this Assignment and the Mortgage, Lender grants to Borrower a license to collect and receive the Rents and other sums payable with respect to the Assigned Property, which license shall be revocable only upon the occurrence of an Event of Default, as defined in the Loan Agreement ("Event of Default") shall occur. Borrower shall hold the Rents and all sums received pursuant to any Assigned Property, or a portion thereof sufficient to discharge all current sums due on the Debt, in trust for the benefit of Lender for use in the payment of such sums.

Section 2.2 Notice to Lessees. Borrower hereby agrees to authorize and direct the lessees named in the Leases or any other or future lessees or occupants of the Property and all Lease Guarantors to pay over to Lender or to such other party as Lender directs all Rents and all sums due under any Lease Guaranties upon receipt from Lender of written notice to the effect that Lender is then the holder of the Mortgage and that an Event of Default exists, and to continue so to do until otherwise notified by Lender.

Section 2.3 Incorporation by Reference. All representations, warranties, covenants, conditions and agreements contained in the Mortgage as same may be modified, renewed, substituted or extended are hereby made a part of this Assignment to the same extent and with the same force as if fully set forth herein.

ARTICLE 3 - REMEDIES

The Lender shall have the right to proceed to protect and enforce its rights and remedies by one or more of the following remedies, subject to the provisions contained in Article VIII of the Loan Agreement relating to the non-recourse nature of the Note, the Mortgage, this Assignment, the Loan Agreement and the Other Security Documents upon the occurrence of certain conditions described in the Loan Agreement.

Section 3.1 Remedies of Lender.

(a) Upon or at any time after the occurrence of an Event of Default, the license granted to Borrower in Section 2.1 of this Assignment shall automatically be revoked, and Lender shall immediately be entitled to possession of all Rents and sums due and payable pursuant to any of the Assigned Property, whether or not Lender enters upon or takes control of the Property. In addition, upon or at any time after an Event of Default, without waiving such Event of Default, to the extent permitted by law, without notice and without regard to the adequacy of the security for the Debt, with or without bringing any action or proceeding, either in person or by agent, nominee or attorney, or a receiver appointed by a court, Lender, at its option, may dispossess Borrower and its agents and servants from the Property, and exclude Borrower and its agents or servants wholly therefrom and take possession of the Property and all books, records and accounts relating thereto without liability for trespass, damages or otherwise. Thereafter, Lender may have, hold, manage, lease and operate the Property on such terms and for such period of time as Lender may deem proper and either with or without taking possession of the Property in its own name, demand, sue for or otherwise collect and receive all Rents and other sums payable pursuant to any of the Assigned Property, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Lender. Lender may apply the Rents and sums received pursuant to any of the Assigned Property to the payment of the following in such order and proportion as Lender in its sole discretion may determine: (i) all expenses of managing and securing the Property, including, without limitation, the salaries, fees and wages of a managing agent and such other employees or agents as Lender may deem necessary or desirable; (ii) all expenses of operating and maintaining the Property, including, without limitation, all utility charges, Taxes, and Other Charges (as such terms are defined in the Mortgage) and any other liens, charges and expenses which Lender may deem necessary or desirable; (iii) the cost of all alterations, renovations, repairs or replacements; (iv) all expenses

incident to taking and retaining possession of the Property; and (v) the Debt, together with all costs and reasonable attorneys' fees.

(b) In addition, upon the occurrence of an Event of Default, Lender, at its option, may (i) complete any construction on the Property in such manner and form as Lender deems advisable; (ii) exercise all rights and powers of Borrower, including, without limitation, the right to make, negotiate, execute, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents from the Property and all sums payable under the Assigned Property; (iii) either require Borrower to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupancy of such part of the Property as may be in possession of Borrower or (iv) require Borrower to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise.

Section 3.2 Other Remedies. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the power and rights granted to Lender hereunder shall be deemed to be a waiver by Lender of its rights and remedies under the Note, the Mortgage, the Loan Agreement or the Other Security Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms thereof. The right of Lender to collect the Debt and to enforce any other security therefor held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Borrower hereby absolutely, unconditionally and irrevocably waives any and all rights to assert any setoff, counterclaim or crossclaim of any nature whatsoever with respect to the obligations of Borrower under this Assignment, the Note, the Mortgage, the Loan Agreement, any of the Other Security Documents or otherwise with respect to the loan secured hereby in any action or proceeding brought by Lender to collect same, or any portion thereof, or to enforce and realize upon the lien and security interest created by this Assignment, the Note, the Mortgage, the Loan Agreement or any of the Other Security Documents (provided, however, that the foregoing shall not be deemed a waiver of Borrower's right to assert any compulsory counterclaim if such counterclaim is compelled under local law or rule of procedure, nor shall the foregoing be deemed a waiver of Borrower's right to assert any claim which would constitute a defense, setoff, counterclaim or crossclaim of any nature whatsoever against Lender in any separate action or proceeding).

Section 3.3 Other Security. Lender may take or release other security for the payment of the Debt, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the reduction or satisfaction of the Debt without prejudice to any of its rights under this Assignment.

Section 3.4 Non-Waiver. The exercise by Lender of the license granted it in Section 2.1 of this Assignment and the collection of the Rents and other sums payable pursuant to the Assigned Property and the application thereof as herein provided shall not be considered a waiver of any default by Borrower under the Note, the Mortgage, the Leases, this Assignment, the Loan Agreement or the Other Security Documents. The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (a) the failure of Lender to comply with any request of Borrower or any other party to take any

action to enforce any of the provisions hereof or of the Mortgage, the Note, the Loan Agreement or any of the Other Security Documents, (b) the release regardless of consideration, of the whole or any part of the Property, or (c) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Note, the Mortgage, the Loan Agreement or the Other Security Documents. Lender may resort for the payment of the Debt to any other security held by Lender in such order and manner as Lender, in its discretion, may elect. Lender may take any action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to enforce its rights under this Assignment. The rights of Lender under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

Section 3.5 Bankruptcy.

(a) Upon or at any time after the occurrence of an Event of Default, Lender shall have the right to proceed in its own name or in the name of Borrower in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Borrower, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.

(b) If there shall be filed by or against Borrower a petition under the Bankruptcy Code, and Borrower, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Borrower shall give Lender not less than ten (10) days' prior notice of the date on which Borrower shall apply to the bankruptcy court for authority to reject the Lease. Lender shall have the right, but not the obligation, to serve upon Borrower within such ten-day period a notice stating that (i) Lender demands that Borrower assume and assign the Lease to Lender pursuant to Section 365 of the Bankruptcy Code and (ii) Lender covenants to cure or provide adequate assurance of future performance under the Lease. If Lender serves upon Borrower the notice described in the preceding sentence, Borrower shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Lender of the covenant provided for in clause (ii) of the preceding sentence.

Section 3.6 Right of Investor Member to Cure Defaults. The Investor Member, as defined in the Loan Agreement, shall have the right, but not the obligation, to cure on behalf of the Borrower any Event of Default existing hereunder in the same manner and during the same time periods as would otherwise be available to the Borrower and the Lender agrees to accept from the Investor Member any such cures to the same extent as if tendered by the Borrower directly.

ARTICLE 4 - NO LIABILITY, FURTHER ASSURANCES

Section 4.1 No Liability of Lender. This Assignment shall not be construed to bind Lender to the performance of any of the covenants, conditions or provisions contained in any Lease or Lease Guaranty or otherwise impose any obligation upon Lender. Lender shall not be

liable for any loss sustained by Borrower resulting from Lender's failure to let the Property after a Default or from any other act or omission of Lender in managing the Property after a Default unless such loss is caused by the gross negligence, willful misconduct or bad faith of Lender. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or any Lease Guaranties or under or by reason of this Assignment and Borrower shall, and hereby agrees, to indemnify Lender for, and to hold Lender harmless from, any and all liability, loss or damage which may or might be incurred under the Assigned Property or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Lender by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases or any Lease Guaranties, unless such loss, liability or damages is caused by the gross negligence, willful misconduct or bad faith of Lender. Should Lender incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured by this Assignment and by the Mortgage and the Other Security Documents and Borrower shall reimburse Lender therefor immediately upon demand and upon the failure of Borrower so to do Lender may, at its option, declare all sums secured by this Assignment and by the Mortgage and the Other Security Documents immediately due and payable. This Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases or any Lease Guaranties; nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other parties, or for any dangerous or defective condition of the Property, including without limitation the presence of any Hazardous Substances (as defined in the Environmental Indemnity described in the Loan Agreement), or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger, unless such loss, liability or damages is caused by the gross negligence, willful misconduct or bad faith of Lender.

Section 4.2 No Mortgagee in Possession. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Lender. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.

Section 4.3 Further Assurances. Borrower will, at the cost of Borrower, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts, conveyances, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, reasonably require for the better assuring, conveying, assigning, transferring and confirming unto Lender the property and rights hereby assigned or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Assignment or for filing, registering or recording this Assignment and, on demand, will execute and deliver and hereby authorizes Lender to execute in the name of Borrower to the extent Lender may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien and security interest hereof in and upon the Leases.

ARTICLE 5 - DEFINITIONS

Section 5.1 Certain Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, each capitalized and undefined term used herein shall have the meaning assigned to it in the Loan Agreement. In addition, the word "Borrower" shall mean "each Borrower and any subsequent owner or owners of the Property or any part thereof or interest therein," the word "Lender" shall mean "Lender and any subsequent holder of the Note," the word "Note" shall mean "the Note and any other evidence of indebtedness secured by the Mortgage," the word "person" shall include an individual, corporation, partnership, limited liability company, trust, unincorporated association, government, governmental authority, and any other entity, the word "Property" shall include any portion of the Property and any interest therein, the phrases "attorneys' fees" and "counsel fees" shall include any and all attorneys', paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder, and the word "Debt" shall mean the principal balance of the Note with interest thereon as provided in the Note and the Mortgage and all other sums due pursuant to the Note, the Mortgage, this Assignment and the Other Security Documents; whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

ARTICLE 6 - APPLICABLE LAW

Section 6.1 Choice of Law. This Assignment shall be governed, construed, applied and enforced in accordance with the laws of the state in which the Property is located.

Section 6.2 Provisions Subject to Applicable Law. All rights, powers and remedies provided in this Assignment may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Assignment invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable laws.

ARTICLE 7 - MISCELLANEOUS PROVISIONS

Section 7.1 Conflict of Terms. In case of any conflict between the terms of this Assignment and the terms of the Mortgage, the terms of the Mortgage shall prevail.

Section 7.2 No Oral Change. This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 7.3 Authority. Borrower represents and warrants that it has full power and authority to execute and deliver this Assignment and the execution and delivery of this Assignment has been duly authorized and does not conflict with or constitute a default under any law, judicial order or other agreement affecting Borrower or the Property.

Section 7.4 Duplicate Originals; Counterparts. This Assignment may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original. This Assignment may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Assignment. The failure of any party hereto to execute this Assignment, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

Section 7.5 Notices. All notices required or permitted hereunder shall be given as provided in the Loan Agreement.

Section 7.6 WAIVER OF TRIAL BY JURY. BORROWER HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THE LOAN EVIDENCED BY THE NOTE, THE APPLICATION FOR THE LOAN EVIDENCED BY THE NOTE, THIS ASSIGNMENT, THE NOTE, THE MORTGAGE OR THE OTHER SECURITY DOCUMENTS OR ANY ACTS OR OMISSIONS OF LENDER, ITS OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH.

Section 7.7 Liability. If Borrower consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several. This Assignment shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns forever.

Section 7.8 Headings, etc. The headings and captions of various paragraphs of this Assignment are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 7.9 Number and Gender. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 7.10 Sole Discretion of Lender. Wherever pursuant to this Assignment (a) Lender exercises any right given to it to approve or disapprove, (b) any arrangement or term is to be satisfactory to Lender, or (c) any other decision or determination is to be made by Lender, the decision of Lender to approve or disapprove, all decisions that arrangements or terms are satisfactory or not satisfactory and all other decisions and determinations made by Lender, shall be in the sole discretion of Lender, except as may be otherwise expressly and specifically provided herein.

Section 7.11 Costs and Expenses of Borrower. Wherever pursuant to this Assignment it is provided that Borrower pay any costs and expenses, such costs and expenses shall include, but not be limited to, legal fees and disbursements of Lender, whether with respect to retained firms, the reimbursement of the expenses for in-house staff or otherwise.

0001209

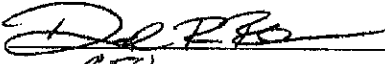
THIS ASSIGNMENT, together with the covenants and warranties therein contained, shall inure to the benefit of Lender and any subsequent holder of the Mortgage and shall be binding upon Borrower, its heirs, executors, administrators, successors and assigns and any subsequent owner of the Property.

IN WITNESS WHEREOF, Borrower has executed this instrument as of the day and year first above written.

LINCOLN MANOR REDEVELOPMENT, LLC,
a Wisconsin limited liability company


By: LMR MANAGING MEMBER, LLC,
a Wisconsin limited liability company
Its: Managing Member

By: LINCOLN LUTHERAN OF RACINE,
WISCONSIN, INC.
Its: Manager

By: 
Its: CEO

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

The foregoing instrument was acknowledged before me this 15th day of December, 2005, by Daniel A. Pisch the CEO of Lincoln Lutheran of Racine, Wisconsin, Inc., a Wisconsin corporation, the Manager of LMR Managing Member, LLC, the Managing Member of Lincoln Manor Redevelopment, LLC, a Wisconsin limited liability company, on behalf of said limited liability company.


Notary Public

Drafted By:

Frederick P Angst, Esq.
BRIGGS AND MORGAN, P.A.
2200 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402-2157

*My commission
is current.*

001210

EXHIBIT A

Legal Description

Part of the Southwest 1/4 of Section 13, Town 3 North, Range 22 East, in the Village of Mt. Pleasant, Racine County, State of Wisconsin, bounded and described as follows: Commence at the Southwest corner of the said Southwest 1/4; running thence South 89° 08' 18" East 590.67 feet on the South line of said Southwest 1/4 to the point of beginning of this description; running thence North 00° 51' 42" East 294.45 feet to a point on the South line of 16th Street; thence South 89° 08' 18" East 484.01 feet to a point of curvature of a curve of Northeasterly convexity whose radius is 545.00 feet and whose chord bears South 73° 08' 46" East 300.30 feet; thence Southeasterly 304.24 feet on the arc of said curve and the Southerly line of 16th Street to a point of reverse curvature of a curve of Southwesterly convexity whose radius is 556.91 feet and whose chord bears South 73° 08' 46" East 306.87 feet; thence Southeasterly 310.89 feet on the arc of said curve and the Southerly line of 16th Street to its point of tangency; thence South 89° 08' 18" East 113.93 feet to a point on the centerline of State Trunk Highway 31; thence South 15° 15' 26" West 103.48 feet on said centerline; thence South 11° 55' 25" West 27.45 feet on said centerline to a point on the South line of said Southwest 1/4; thence North 89° 08' 18" West 1150.62 feet on the South line of said Southwest 1/4 to the point of beginning of this description.
RESERVING THEREFROM the Easterly 70 feet in width for public highway purposes.
EXCEPTING THEREFROM that part conveyed by Warranty Deed recorded in Volume 2063 of Records, on Page 35, as Document No. 1336251.

Tax Key No. 51-151-03-22-13-151-000

DOCUMENT NO.

REAL ESTATE MORTGAGE
(For Consumer or Business Mortgage Transactions)

Lincoln Manor Redevelopment, LLC

("Mortgagor",

whether one or more) mortgages, conveys, assigns, grants a security interest in and warrants to Lincoln Manor of Racine, Wisconsin, Inc.

("Lender")

in consideration of the sum of Two Million Two Hundred Five Thousand and no/100

Dollars

(\$2,205,000), loaned or to be loaned to Lincoln Manor Redevelopment, LLC

("Borrower," whether one or more),

evidenced by Borrower's note(s) or agreement dated of even date herewith

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 4 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.)
(is) (is not)

See Exhibit A attached hereto.

☒ 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 mortgages to U.S. Bank National Association.

3. 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 November 30, 2005

LINCOLN MANOR REDEVELOPMENT, LLC (SEAL)

a Wisconsin limited liability company
(Type of Organization)

By: LMR MANAGING MEMBER, LLC, Managing Member (SEAL) (SEAL)

By: LINCOLN LUTHERAN OF RACINE, WISCONSIN, INC. (SEAL) (SEAL)
Manager

By: [Signature] (SEAL) (SEAL)

By: Daniel R. Risch, CEO (SEAL) (SEAL)

STATE OF WISCONSIN
COUNTY OF

This instrument was acknowledged before me on November 30, 2005
by Daniel R. Risch

(Name(s) of person(s))

as Chief Executive Officer

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

of Lincoln Lutheran of Racine, Wisconsin, Inc.

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

* William R. Cummings

Notary Public, Wisconsin

My Commission (Expires) (Is) permanently

This instrument was drafted by William R. Cummings, Esq.

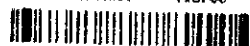
James A. Ladwig

JAMES A. LADWIG

RACINE COUNTY

REGISTER OF DEEDS

Fee Amount: \$15.00



Recording Area

Name and Return Address

William R. Cummings, Esq.
Reinhart Boerner Van Deuren s.c.
1000 North Water Street
Milwaukee, WI 53202

51-151-03-22-13-151-000
Parcel Identifier No.

ADDITIONAL PROVISIONS

4. **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) all interest and charges, and (c) 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.

5. **Taxes.** 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.

6. **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 mortgagee and loss payee clauses in favor of Lender. 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 may be applied 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 the 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.

7. Mortgagor's Covenants. Mortgagor covenants:

- (a) **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;
- (b) **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;
- (c) **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;
- (d) **Waste.** Not to commit waste or permit waste to be committed upon the Property;
- (e) **Conveyance.** Not to sell, assign, lease (other than in the ordinary course of business), 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;
- (f) **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;
- (g) **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);
- (h) **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;
- (i) **Ordinances.** To comply with all laws, ordinances and regulations affecting the Property; and
- (j) **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.

8. **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 is 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"); and (b) 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 or 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.

9. **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.

10. **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.

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

12. **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.

13. **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.

14. **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.

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

16. **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.

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

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

19. **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.

0001249

EXHIBIT A

Legal Description

Part of the Southwest 1/4 of Section 13, Town 3 North, Range 22 East, in the Village of Mt. Pleasant, Racine County, State of Wisconsin, bounded and described as follows: Commence at the Southwest corner of the said Southwest 1/4; running thence South 89° 08' 18" East 590.67 feet on the South line of said Southwest 1/4 to the point of beginning of this description; running thence North 00° 51' 42" East 294.45 feet to a point on the South line of 16th Street; thence South 89° 08' 18" East 484.01 feet to a point of curvature of a curve of Northeasterly convexity whose radius is 545.00 feet and whose chord bears South 73° 08' 46" East 300.30 feet; thence Southeasterly 304.24 feet on the arc of said curve and the Southerly line of 16th Street to a point of reverse curvature of a curve of Southwesterly convexity whose radius is 556.91 feet and whose chord bears South 73° 08' 46" East 306.87 feet; thence Southeasterly 310.89 feet on the arc of said curve and the Southerly line of 16th Street to its point of tangency; thence South 89° 08' 18" East 113.93 feet to a point on the centerline of State Trunk Highway 31; thence South 15° 15' 26" West 103.48 feet on said centerline; thence South 11° 55' 25" West 27.45 feet on said centerline to a point on the South line of said Southwest 1/4; thence North 89° 08' 18" West 1150.62 feet on the South line of said Southwest 1/4 to the point of beginning of this description.
RESERVING THEREFROM the Easterly 70 feet in width for public highway purposes.
EXCEPTING THEREFROM that part conveyed by Warranty Deed recorded in Volume 2063 of Records, on Page 35, as Document No. 1336251.

Tax Key No. 51-151-03-22-13-151-000

101250

DOC # 2065052

Recorded

DEC. 22, 2005 AT 05:41:00PM

State Bar of Wisconsin Form 30 - 2003
ASSIGNMENT OF MORTGAGE

Document Number

Document Name

The undersigned ("Assignor," whether one or more), for a valuable consideration, assigns to Lincoln Lutheran of Racine, Wisconsin, Inc.

the Mortgage dated November 30, 2005, executed by Lincoln Manor Redevelopment, LLC

to Lincoln Manor of Racine, Wisconsin, Inc.
on real estate in Racine County, Wisconsin ("Property"),
together with the note or other obligation it secures, which Mortgage was recorded
in the Office of the Register of Deeds of said County, in (Reel) (Vol.)
of Records, at (Images) (Pages) _____, as Document No. 2065051

The Property which is subject to this Assignment is described as:

See Exhibit A attached hereto.

James A. Ladwig

JAMES A. LADWIG

RACINE COUNTY

REGISTER OF DEEDS

Fee Amount: \$13.00



Recording Area

Name and Return Address

William R. Cummings, Esq.

Reinhart Boerner Van Deuren s.c.

1000 North Water Street, Suite 2100

Milwaukee, WI 53202

13

CHOOSE EITHER OR BOTH OF THE FOLLOWING OPTIONS, AS APPLICABLE; ONLY THOSE OPTIONS CHOSEN SHALL APPLY:

51-151-03-22-13-151-000

Parcel Identification Number (PIN)

This is not homestead property.

(~~is~~) (is not)

- ☒ A. This Assignment is made without recourse.
- ☒ B. Assignor warrants that there is now owing an unpaid balance on the note or other obligation secured by the mortgage, as principal, a sum of not less than \$ 1,155,700.00, and also interest 6.75%, and that Assignor is the owner of the note secured by the Mortgage and has good right to assign it.

Dated December 15, 2005

ASSIGNOR: LINCOLN MANOR OF RACINE, WISCONSIN, INC.

BY: [Signature] (SEAL) _____ (SEAL)
* Daniel R. Risch, CEO *

* _____ (SEAL) _____ (SEAL)
* _____ *

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____

authenticated on _____

* _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____)

authorized by Wis. Stat. §706.06)

THIS INSTRUMENT DRAFTED BY:

Justin F. Oeth, Esq.

Reinhart Boerner Van Deuren s.c.

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

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

ASSIGNMENT OF MORTGAGE

STATE BAR OF WISCONSIN

FORM NO. 30-2003

*Type name below signatures.

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

Personally came before me on _____,
the above-named _____

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

* _____

Notary Public, State of Wisconsin

My Commission (is permanent) (expires: _____)

0001251

EXHIBIT A

Legal Description

Part of the Southwest 1/4 of Section 13, Town 3 North, Range 22 East, in the Village of Mt. Pleasant, Racine County, State of Wisconsin, bounded and described as follows: Commence at the Southwest corner of the said Southwest 1/4; running thence South 89° 08' 18" East 590.67 feet on the South line of said Southwest 1/4 to the point of beginning of this description; running thence North 00° 51' 42" East 294.45 feet to a point on the South line of 16th Street; thence South 89° 08' 18" East 484.01 feet to a point of curvature of a curve of Northeasterly convexity whose radius is 545.00 feet and whose chord bears South 73° 08' 46" East 300.30 feet; thence Southeasterly 304.24 feet on the arc of said curve and the Southerly line of 16th Street to a point of reverse curvature of a curve of Southwesterly convexity whose radius is 556.91 feet and whose chord bears South 73° 08' 46" East 306.87 feet; thence Southeasterly 310.89 feet on the arc of said curve and the Southerly line of 16th Street to its point of tangency; thence South 89° 08' 18" East 113.93 feet to a point on the centerline of State Trunk Highway 31; thence South 15° 15' 26" West 103.48 feet on said centerline; thence South 11° 55' 25" West 27.45 feet on said centerline to a point on the South line of said Southwest 1/4; thence North 89° 08' 18" West 1150.62 feet on the South line of said Southwest 1/4 to the point of beginning of this description.
RESERVING THEREFROM the Easterly 70 feet in width for public highway purposes.
EXCEPTING THEREFROM that part conveyed by Warranty Deed recorded in Volume 2063 of Records, on Page 35, as Document No. 1336251.

Tax Key No. 51-151-03-22-13-151-000