

828544

BY THIS DEED, Rueben F. Uttke

Grantee conveys and warrants to Johnnie Stephan

for a valuable consideration

the following described real estate in La Crosse County, State of Wisconsin:

RECORDED

APR 19 1973

AT 11:10 A.M.

EVERETTE S. RUDGE

REGISTERED DEEDS

RETURN TO

Tax Key #

This is homestead property.

Part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 8, Township 15 North, Range 7 West, also known as all that part of Lots 8, 9, and 10 in Block 18 lying Southerly of South Avenue, of E.D. Clinton and Blackwell's Addition to the City of La Crosse (now vacated).

TRANSFER

9.00
FEE

Exception to warranties: None

Executed at La Crosse, Wisconsin, this 13 day of April, 1973.

SIGNED AND SEALED IN PRESENCE OF

Rueben F. Uttke (SEAL)
Rueben F. Uttke

Richard C. Thompson
Richard C. Thompson

Jensen M. Jensen
Jensen M. Jensen

Signatures of Rueben F. Uttke

authenticated this 13 day of April, 1973.

Richard C. Thompson
Richard C. Thompson

Title: Member State Bar of Wisconsin or Other Party

Authorized under Sec. 706.06 viz.

STATE OF WISCONSIN

County. ss.

Personally came before me, this day of 1973, the above named

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

This instrument was drafted by

Edwards, Hafner, McDonald & Becker, Ltd.

Notary Public County, Wis.

The use of witnesses is optional.

My Commission (Expires) (Is)

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

WARRANTY DEED-STATE BAR OF WISCONSIN, FORM NO. 2 - 1971

H.C. Mink Company

VCL 638 PAGE 566

DEC 11 1979

RECORDED

AT 11:00 A. M.
CHARLES R WHALEY, JR.
REGISTER OF DEEDS
La Crosse County, Wis

This Deed, made between Duane F. Kromke and
Jennie L. Kromke, his wife

Grantors

and Johnnie's Bar and Restaurant of
La Crosse, Inc.

Grantee,

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

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

Part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 8,
Township 15 North, Range 7 West, also known as all that
part of Lots 8, 9 and 10 in Block 18 lying southerly of
South Avenue, of E. D. Clinton and Blackwell's Addition
to the City of La Crosse (now vacated)

FEE

77.25 (2)

EXEMPT

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

Together with all and singular the hereditaments and appurtenances thereunto belonging;
And Duane F. and Jennie L. Kromke

warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except

and will warrant and defend the same.

Dated this 3rd day of December, 1979.

Duane F. Kromke (SEAL)

Duane F. Kromke

Jennie L. Kromke (SEAL)

Jennie L. Kromke

AUTHENTICATION

Signatures authenticated this 3rd day of
December, 1979.

W. S. Meyer

TITLE: MEMBER STATE BAR OF WISCONSIN

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

THIS INSTRUMENT WAS DRAFTED BY

Robert C. Skemp

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

ACKNOWLEDGMENT

STATE OF WISCONSIN

ss.

County.

Personally came before me, this day of
the above named

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

Notary Public County, Wis.
My Commission is permanent. (If not, state expiration
date: 1979)

576125

989959

VOL 784 PAGE 939

FEB 26 1987

RECORDED
AT 11:05 A M
DORIS L. PICHIA
REGISTER OF DEEDS.
La Crosse County, WIRETURN TO Kathleen C. Mann
P.O. Box 2623
La Crosse, WI 54602-2623

Tax Parcel No:

That part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 8
Township 15 North, Range 7 West, also known as all
that part of Lots 4, 5, and 7 in Block
18 of E. D. Clinton & Blackwells Addition to the
City of La Crosse (now vacated) lying Southwesterly
of the Southwesterly line of South Avenue, EXCEPT the
West 78 feet of said Lot 7,

Part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 8 Township 15
North of Range 7 West, also known as all that part of Lots 8, 9, and 10
in Block 18 lying Southerly of South Avenue, of E. D. Clinton & Blackwell's
Addition to the City of La Crosse, (now vacated). All in City of La Crosse,
La Crosse County, Wisconsin.

FEE
\$71.25 (18)
EXEMPT

This is not homestead property.
(is) (is not) 9-8

Dated this day of February, 19 87.

(SEAL)

Maxine M. Dayton

(SEAL)

Maxine M. Dayton

(SEAL)

(SEAL)

AUTHENTICATION

Signature(s) of Maxine M. Dayton

authenticated this day of February, 19 87

Kathleen C. Mann

TITLE: MEMBER STATE BAR OF WISCONSIN

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

THIS INSTRUMENT WAS DRAFTED BY

Kathleen C. Mann

P.O. Box 2623

La Crosse, Wisconsin 54602-2623

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

ACKNOWLEDGMENT

STATE OF WISCONSIN

ss.

County.

Personally came before me this day of
....., 19..... the above namedto 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.....)

Stock No. 11142 1016480

Prepared and intended for use by commercial banks in transactions governed by Wisconsin Law.

VOL 832 PAGE 406 603366

REAL ESTATE MORTGAGE

(May use for (1) business purpose loan, (2) loan to an organization, (3) loan exceeding \$25,000 or (4) loan of \$25,000 or less if not governed by the Wisconsin Consumer Act.)

INOVIN Corporation, Johnnie's Bar & Restaurant of La Crosse, Inc., and Charlotte Stephan Bell

whether one or more mortgages, conveys and warrants to Duane F. Kromke and Jenny L. Kromke Herlitzke ("Mortgagor",

In consideration of the sum of One Hundred Sixty-one Thousand Eight Hundred Sixty-three and No/100 Dollars (\$ 161,863.00),

loaned or to be loaned to mortgagor

evidenced by Borrower's note(s) dated December 3, 1979 ("Borrower", whether one or more),

the real estate described below, together with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all 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").

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

Tax Key #

Part of the NW 1/4 of the SE 1/4 of Section 8, Township 15 North, Range 7 West, also known as all that part of Lots 8, 9 and 10 in Block 18 lying Southerly of South Avenue of E. O. Clinton & Blackwall's Addition to the City of La Crosse (now vacated), all in the City of La Crosse, La Crosse County, Wisconsin.

☐ If checked here, description is continued on reverse side or attached sheet.

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

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

3. Escrow. Interest N/A be paid on escrowed funds required under paragraph 8(a) on the reverse side.

4. Additional Provisions. Mortgagor shall observe and comply with the Additional Provisions on the reverse side, which are incorporated herein, and shall not permit an event of default to occur.

The undersigned acknowledges receipt of an exact copy of this Mortgage.

Signed and Sealed this 14th day of October, 1988.

SEE REVERSE SIDE FOR ADDITIONAL PROVISIONS

Charlotte Stephan Bell (SEAL)
(NAME OF CORPORATION OR INOVIN Corporation)

By: Charlotte Stephan Bell, (SEAL)
(PRESIDENT)

Attest: (SEAL)
(SECRETARY OR)

(Witnesses not required)

Charlotte Stephan Bell
JOHNNIE'S BAR & RESTAURANT OF (SEAL)
LA CROSSE, INC.

BY: Charlotte Stephan Bell (SEAL)
Charlotte Stephan Bell (SEAL)
Charlotte Stephan Bell

AUTHENTICATION

OR

ACKNOWLEDGMENT

Signatures of

authenticated this day of 19

Member State Bar of Wisconsin or authorized under Sec. 706.06, Wis. Stats.

This instrument was drafted by Roger L. Imes

*Type or print name signed above.

STATE OF WISCONSIN
La Crosse County } ss.
Personally came before me, this 17 day of Nov, 1988
the above named Charlotte Stephan Bell as
(NAMES OF INDIVIDUALS AND THEIR SPOUSAL
President of INOVIN Corporation, as
RELATIONSHIP, IF ANY, OF OFFICER AND TITLE)
stockholder of Johnnie's Bar & Restaurant
of LaCrosse, Inc., and individually
to me known to be the person who executed the foregoing
instrument and acknowledged the facts.
Notary Public J. La Crosse County, Wis.
My Commission Expires 1/1/91

NOV 15 1988

RECORDED
AT 2:15 P. M.
DORIS L. PICHA
REGISTER OF DEEDS
La Crosse County, WI

RETURN TO

ADDITIONAL PROVISIONS

5. **Mortgage As Security.** This Mortgage secures prompt payment to Lender of (a) the sum stated in the first paragraph of this Mortgage, plus interest and charges, according to the terms of a promissory note(s) of Borrower to Lender identified on the reverse side; and any extensions, renewals or modifications of such promissory note(s), and (b) any additional sums which are in the future loaned by Lender to any Mortgageor, to any Mortgageor and another or to another guaranteed or endorsed by any Mortgageor and agreed in documents evidencing the transaction to be secured by this Mortgage, plus interest and charges, (all called the "Note"). This Mortgage does not secure credit the granting of which is subject to the Wisconsin Consumer Act. This Mortgage also secures the performance of all covenants, conditions and agreements contained in this Mortgage, and to the extent not prohibited by law costs and expenses of collection or enforcement. If the Note is paid according to its terms, and all other payments are made and all other terms, conditions, covenants, and agreements contained in this Mortgage and the Note are performed then this Mortgage ceases and is void.

6. **Taxes.** To the extent not paid to Lender under 58(a), Mortgagor shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, or against Lender upon this Mortgage or the Note or other debt secured by this Mortgage, or upon Lender's interest in the Property, and deliver to Lender receipts showing timely payment.

7. Insurance. Mortgagor shall keep the improvements on the Property insured against direct loss or damage occasioned by fire, 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 Note or the full replacement value, whichever is less, and shall pay the premiums when due. The policies shall contain the standard mortgage clause in favor of Lender and, unless Lender otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Lender. Mortgagor shall promptly give notice of loss to Insurance companies and Lender. All proceeds from such insurance shall be applied, at Lender's option, to the installments of the Note in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the improvements on the Property. In the event of foreclosure of this Mortgage or other transfer of title to the Property, in extinguishment of the Indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance then in force shall pass to the purchaser or grantee.

8. Mortgagor's Covenants. Mortgagor covenants:

(a) To pay all real estate taxes & insurance premiums when due.

such additional amounts are necessary to pay these items in full when due, and/or shall apply these amounts against the taxes, assessments and

(b) **Condition and Repair.** To keep the Property in good and tenantable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures;

(c) Liens. To keep the Property free from liens and encumbrances superior to the lien of this Mortgage and not disclosed on the reverse side;

(d) **Prior Mortgages.** To perform all of Mortgagor's obligations and duties under any mortgage or security agreement with a lien which has priority over this Mortgage and any obligation to pay secured by such a mortgage or security agreement;

(e) Waste. Not to commit waste or permit waste to be committed upon the Property;

(f) **Conveyance.** Not to sell, assign, lease, mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Property, or permit the same to occur without the prior written consent of Lender and, without notice to Mortgagor, Lender may deal with any transferee as to his interest in the same manner as with Mortgagor, without in any way discharging the liability of Mortgagor hereunder or upon the Note hereby secured;

(g) **Alteration or Removal.** Not to remove, demolish or materially alter any part of the Property, without Lender's prior written consent, except Mortgagor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility;

(h) **Condemnation.** To pay to Lender all compensation received for the taking of the Property, or any part, by condemnation proceedings (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 installments of the Note in the inverse order of their maturities (without penalty for prepayment);

(j) **Ordinances; Inspection.** To comply with all laws, ordinances and regulations affecting the Property. Lender and its authorized representatives may enter the Property at reasonable times to inspect it and, at Lender's option, repair or restore it; and

(j) Subrogation. That the Lender is hereby subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the Note.

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 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 Note 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 failure to make a payment under the Note when due and such default continues for a period of ten days, (b) Mortgagor fails timely to observe or perform any of Mortgagor's covenants contained in this Mortgage, (c) any representation or warranty made in this Mortgage or otherwise to induce Lender to extend credit to Mortgagor is false in any material respect when made, or (d) Mortgagor or a surety for the Note dies, ceases to exist or becomes insolvent or the subject of bankruptcy or other insolvency proceedings, the Note will, at the option of Lender and without notice, which is hereby waived, be payable immediately, and Lender may collect the same in a suit at law or by foreclosure of this Mortgage by action or advertisement 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. **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 Note, 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.

14. **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 sec. 846.101, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one to four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or a tax exempt charitable organization, Mortgagor agrees to the provisions of sec. 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.

15. **Expenses.** To the extent not prohibited by law, Mortgagor shall pay all reasonable costs and expenses, including without limitation, attorneys' fees and expenses of obtaining title evidence, incurred by Lender in foreclosing this Mortgage.

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

17. **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.

STATE OF WISCONSIN

CIRCUIT COURT

LA CROSSE COUNTY

DUANE F. KROMKE
N2833 SMITH VALLEY ROAD
LA CROSSE WI 54601

JENNY L. KROMKE HERLITZKE
217 MAPLE LANE
STODDARD, WI 54658,

Plaintiffs,

NOTICE OF LIS PENDENS

Case No. _____

vs.

INOVIN CORPORATION
2630 SOUTH AVENUE
LA CROSSE, WI 54601

JOHNNIE'S BAR & RESTAURANT OF
LA CROSSE, INC.
2630 SOUTH AVENUE
LA CROSSE, WI 54601

CHARLOTTE STEPHAN BELL
2630 SOUTH AVENUE
LA CROSSE, WI 54601,

STATE OF WISCONSIN DEPARTMENT OF REVENUE
125 SOUTH WEBSTER STREET
P.O. BOX 8933
MADISON, WI 53708,

Defendants.

NOTICE IS HEREBY GIVEN that an action has been commenced and is pending in the above-named Court, upon a complaint of the above-named plaintiff against the above-named defendants; that the object of said action is to foreclose a mortgage bearing date of October 14, 1988, executed by Charlotte Stephan Bell as president of INOVIN Corporation, Johnnie's Bar & Restaurant of La Crosse, Inc., by Charlotte Stephan Bell, and Charlotte Stephan Bell, individually, to Duane F. Kromke and Jenny L. Kromke

Herlitzke. Said mortgage was recorded in the office of the Register of Deeds for La Crosse County, Wisconsin, on the 15th day of November, 1988, at 2:15 o'clock p.m. in Volume 832 of Records, page 406, as Document No. 1016480.

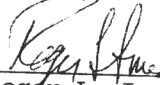
That the action affects title to real estate located in La Crosse County, Wisconsin, described in said mortgage as follows:

Part of the NW 1/4 of the SE 1/4 of Section 8, Township 15 North, Range 7 West, also known as all that part of Lots 8, 9 and 10 in Block 18 lying Southerly of South Avenue of E. O. Clinton & Blackwall's Addition to the City of La Crosse (now vacated), all in the City of La Crosse, La Crosse County, Wisconsin.

Dated this 13 day of April, 1989.

HALE, SKEMP, HANSON & SKEMP

By


Roger L. Imes
Attorneys for Plaintiff
515 State Bank Building
P. O. Box 1927
LaCrosse, WI 54602-1927
(608) 784-3540

1021338 197

Aluane & Kromke
etal

VS

Inovis Corp.
etal

832-406 /
NW 1/4 8 1/5-7
(Lot 8 & 9 & 10)
Bk 18 Clinton
& Blackwells)

Lis Penders

OFFICE OF REGISTER OF DEEDS
LA CROSSE COUNTY, WIS.
RECEIVED AND FILED

APR 14 1989

DORIS LI FICHA
REGISTER

9:30 Am 6⁰⁰

Duane F. Kromke

1035779

Jenny L. Kromke Herlitzke

VGL 866 PAGE 567

Plaintiff

vs.

Inovin Corporation

Johnnie's Bar & restaurant of

La Crosse, Inc., et al.

Defendant

APR 18 1990

RECORDED
AT 11:30 AM
DORIS L. PICH
REGISTER OF DEEDS
La Crosse County, WISTATE OF WISCONSIN }
COUNTY OF LA CROSSE } ss.

I, Jack Frost Clerk of the Circuit Court for the
County and State aforesaid, do hereby certify that I have compared the
foregoing copy with the original Sheriff's Report of Sale

entered in the action therein entitled, that it is a correct transcript there-
from and the whole thereof as the same remains on record in my office.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the

Seal of said Court, this 11th day of April, A. D., 1990

Clerk

Deputy.

STATE OF WISCONSIN CIRCUIT COURT LA CROSSE COUNTY

DUANE F. KROMKE
N2833 SMITH VALLEY ROAD
LA CROSSE, WI 54601

SHERIFF'S REPORT OF SALE

JENNY L. KROMKE HERLITZKE
217 MAPLE LANE
STODDARD, WI 54658,

CASE NO. 89-CV-282
CALENDAR NO. JP-596

Plaintiffs,

vs.

INOVIN CORPORATION
2630 SOUTH AVENUE
LA CROSSE, WI 54601

La Crosse County Wis
FILED

APR 11 1990

JOHNNIE'S BAR & RESTAURANT OF
LA CROSSE, INC.
2630 SOUTH AVENUE
LA CROSSE, WI 54601

JOHN A. FROST
CLERK OF COURTS

CHARLOTTE STEPHAN BELL
2630 SOUTH AVENUE
LA CROSSE, WI 54601

STATE OF WISCONSIN DEPARTMENT OF REVENUE
125 SOUTH WEBSTER STREET
P. O. BOX 8933
MADISON, WI 53708,

Defendants.

To the Court:

By virtue of and pursuant to a judgment of foreclosure and sale, rendered in the above entitled action dated the 6th day of February, 1990, by which it among other things ordered and adjudged, that the mortgaged premises described in the complaint in this action, as herein set forth below:

Part of the Northwest quarter of the Southeast quarter of Section 8, Township 15 North, Range 7 West, also known as all that parts of Lot 8, 9 and 10 in Block 18 lying Southerly of South Avenue and E. O. Clinton and Blackwall's Addition to the City of La Crosse (now

vacated) all in the City of La Crosse, La Crosse County, Wisconsin.

or so much thereof as might be sufficient to raise the amount due to the plaintiff for principal, interest and costs, and which might be sold separately without material injury to the parties interested, should be sold at public auction in the City of La Crosse, La Crosse County, Wisconsin; by or under the undersigned sheriff of La Crosse County, Wisconsin; that the undersigned give public notice of the time and place of such sale, as required by law; that either or any of the parties to this action might purchase at such sale; that the undersigned make and execute to the purchaser or purchasers at said sale a deed of the premises so sold, setting forth such tract or parcel of land or lots so sold, and the sum paid therefor; said deed to be forthwith delivered by the undersigned to the Clerk of the Court, as provided by law; and that the undersigned immediately after said sale deposit the moneys, if there be any paid on such sale, with the Clerk of this Court, as provided by law; that the undersigned make a report of such sale and file it with the clerk of this court within the time required by law; that if the proceeds of such sale be insufficient to pay the amount so reported due the plaintiff with interest and costs as aforesaid, the undersigned specify the amount of such deficiency, if any, in his report of sale;

NOW THEREFORE, I, the undersigned, respectfully certify and report that in conformity with said judgment and the law in such case made and provided, I gave notice of the time and place of sale, as follows, to-wit:

I advertised said mortgage premises to be sold by me at public auction to the highest bidder, at the front steps at the La Crosse County Courthouse in the City of La Crosse, in said county at the hour of 10:00 o'clock A. M. on the 28th day of March, 1990; and that previous to said date of sale I caused notice thereof, containing a brief but intelligible description of said mortgaged premises, to be publicly advertised for six weeks successively, as follows, to-wit: by causing a copy of such notice to be printed and published at least once in every week during the six weeks immediately preceding said sale in the La Crosse County La Crosse Tribune, a daily newspaper printed and published in said county of La Crosse, the first publication being on the 17th day of February, 1990, a printed copy of which notice is attached to the printer's affidavit of publication previously filed with the court, a copy of which is hereunto annexed; that I fastened up like printed notices in three public places in the City of La Crosse in said county where the land is situated, at least three weeks before said sale and a copy of said affidavit of posting is likewise attached to this report;

And I do further report, that at 10:00 o'clock in the forenoon of the 28th day of March, 1990, the day on which the said premises were to be sold pursuant to aforesaid notice thereof, I attended at the time and place as aforesaid, fixed by said notice for said sale, and offered said premises for sale at public auction to the highest bidder, and said premises were then and there struck off and sold as follows, to-wit: To Duane F. Kromke and Jenny L. Kromke Herlitzke, for One Hundred and Thirty Thousand (\$130,000) Dollars, being the highest bidder therefor, and that being the highest sum bidden for the same.


And I do further certify and report that pursuant to law, I have duly executed, acknowledged and delivered to the clerk of the court the usual and lawful deed of conveyance of said premises, to be delivered to said purchaser as provided by law, and have paid over or disposed of the purchase money or proceeds of said sale as follows, to-wit:

As the purchaser of said premises is the judgment creditor in the above entitled action, pursuant to Wisconsin Statutes, I have accepted its receipt for the sum of One Hundred and Thirty Thousand (\$130,000) Dollars, the amount of said bid, said purchaser having paid to me the costs of sale pursuant to the annexed schedule.

I further certify, that the premises so sold and conveyed as aforesaid, were described in said judgment and the deed of conveyance so executed by me as aforesaid as per the aforesaid description.

And I further certify and report that the moneys arising from said sale were and are insufficient to pay the whole amount adjudged to be due to said plaintiff together with the interests and costs, and that plaintiff has advised that they seek no deficiency judgment against defendants.

Dated this 11th day of April, 1990.


Karl Halverson, Sheriff of
La Crosse County, Wisconsin

RECEIPT

Received of Duane F. Kromke and Jenny L. Kromke Herlitzke,
the sum of One Hundred Thirty Thousand (\$130,000) Dollars in the
form of a bid in that amount to apply as payment toward that
obligation which is the subject matter of a foreclosure action
entitled:

Duane F. Kromke and Jenny L. Kromke Herlitzke,
Plaintiffs,


vs.

Case No. 89-CV-282

Inovin Corporation, et al.,

Defendants.

Dated this 11th day of April, 1990.


Karl Halverson, Sheriff of
La Crosse County, Wisconsin

STATE OF WISCONSIN CIRCUIT COURT LA CROSSE COUNTY

DUANE F. KROMKE
N2833 SMITH VALLEY ROAD
LA CROSSE, WI 54601

SHERIFF'S DEED

JENNY L. KROMKE HERLITZKE
217 MAPLE LANE
STODDARD, WI 54658,

CASE NO. 89-CV-282
CALENDAR NO. JP-596

Plaintiffs,

vs.

APR 18 1990

INOVIN CORPORATION
2630 SOUTH AVENUE
LA CROSSE, WI 54601

RECORDED
AT 11:30 A M
DORIS L. PICHA
REGISTER OF DEEDS
La Crosse County, WI

JOHNNIE'S BAR & RESTAURANT OF
LA CROSSE, INC.
2630 SOUTH AVENUE
LA CROSSE, WI 54601

FEE
77.25 (14)
EXEMPT

CHARLOTTE STEPHAN BELL
2630 SOUTH AVENUE
LA CROSSE, WI 54601

STATE OF WISCONSIN DEPARTMENT OF REVENUE
125 SOUTH WEBSTER STREET
P. O. BOX 8933
MADISON, WI 53708,

Defendants.

This Indenture, made the 11th day of April, 1990,
between Karl Halverson, Sheriff of the County of La Crosse, State
of Wisconsin, party of the first part, and Duane F. Kromke and
Jenny L. Kromke Herlitzke, party of the second part,

Witnesseth, that whereas, at a Term of the Circuit Court,
held in and for the County of La Crosse, State of Wisconsin, at
the Court House in La Crosse in said County, on the 6th day of
February, 1990, it was among other things ordered and adjudged by
the said court, in a certain action then pending in said court,

between the above entitled parties as plaintiffs and defendants.

That all and singular the mortgaged premises mentioned in the complaint in said action, and in said judgment described or so much thereof as might be sufficient to raise the amount due to the plaintiff for principal, interest and costs in said action and which might not be sold separately without material injury to the parties interested, be sold at public auction by or under the direction of the sheriff of the County of La Crosse, at any time after one year from the date of said judgment, unless, previous to such sale said premises and said judgment shall be redeemed in the manner provided by law, that the said sale be made in the County of La Crosse where the premises are situated;

That the said sheriff gave public notice of the time and place of such sale, in the manner provided by law, that any of the parties in said action might purchase at such sale; that the said sheriff upon compliance by the purchaser with the terms of such sale, execute and deliver to the Clerk of Court, a deed to the purchaser of such premises, so sold, setting forth each tract or parcel so sold and the sum paid therefor; that the Clerk of Court, upon compliance of the party of the second part, with all of the requirements of section 846.17, Wis.Stats., as amended, deliver to the purchasers, said deed.

AND WHEREAS, the said sheriff, in pursuance of the said judgment of the said court, did on the 28th day of March, 1990, sell at public auction, at the front steps of the La Crosse County Courthouse in the City of La Crosse, La Crosse County,

Wisconsin, at the hour of 10:00 o'clock A. M., of that day all of the premises in said judgment, due notice of the time and place of such sale being first given, agreeable to the said judgment at which sale the premises hereinafter described were struck off to the said party of the second part for the sum of One Hundred Thirty Thousand (\$130,000) Dollars, said party of the second part being the highest and best bidder therefor, and that being the highest sum bid for the same;

Now, this indenture witnesseth, that the said sheriff, by virtue of the said judgment, and of the statute in such case made and provided, and in consideration of the said sum of money, so bid as aforesaid, being first duly paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened and conveyed, and by these presents does grant, bargain, sell, alien and convey unto the said party of the second part, and to their successors, heirs and assigns forever all of the following described land situated in the County of La Crosse in the State of Wisconsin, to-wit:

Part of the Northwest quarter of the Southeast Quarter of Section 8, Township 15 North, Range 7 West, also known as all that parts of Lots 8, 9 and 10 in Block 18 lying Southerly of South Avenue, in E. D. Clinton and Blackwell's Addition to the City of La Crosse (now vacated) all in the City of La Crosse, La Crosse County, Wisconsin.

To have and to hold all and singular the premises above mentioned and described, and hereby conveyed or intended so to be unto the said party of the second part their successors, heirs and assigns, to its only proper use, benefit and behold, forever.

In Witness Whereof, the said party of the first part, Karl

Halverson, Sheriff as aforesaid, hath hereunto set his hand and seal the day and year first above written. Signed, Sealed and Delivered in the Presence of

Witness

Karl Halverson
Karl Halverson, Sheriff of
La Crosse County

Witness

STATE OF WISCONSIN)
) SS.
COUNTY OF LA CROSSE)

Personally came before me this 11 day of April, 1990, the above named Karl Halverson, as Sheriff of La Crosse County, Wisconsin, to me known to be the person and officer described in, and who executed the above conveyance, as such officer, and acknowledged the same.

Karl Halverson
Notary Public, La Crosse
County, Wisconsin
My commission expires April 11, 1991

This instrument was drafted by:
Attorney Roger L. Imes
Hale, Skemp, Hanson & Skemp
505 King Street, Suite 300
La Crosse, WI 54601
(608)784-3540

AFFIDAVIT

MARILYN J. WILLE, being first duly sworn on oath, hereby deposes and says the following:

That the affiant is currently employed as a Title Examiner at The Title Company, La Crosse, Wisconsin. That as such, said affiant has personal knowledge of the foreclosure action of which the attached Order Confirming Sale is a part. That said Order is erroneous in that it does not contain a legal description of the property affected. The legal description of said property should be as follows:

Part of the NW 1/4 of the SE 1/4 of Section 8, Township 15 North, Range 7 West, also known as all that part of Lots 8, 9 and 10 in Block 18 lying Southerly of South Avenue, in E.D. Clinton & Blackwell's Addition to the City of La Crosse (now vacated), all in the City of La Crosse, La Crosse County, Wisconsin.

Further affiant sayeth not.

Dated this 19th day of April, 1990.

Marilyn J. Wille
Marilyn J. Wille

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF LA CROSSE)

Personally came before me this 19th day of April, 1990, the above named Marilyn J. Wille, to me known to be the person who executed the forgoing instrument and acknowledge the same.

* James T. Gull

Notary Public
La Crosse County, Wisconsin
My Commission is permanent.



Duane F. Kromke

Jenny L. Kromke Herlitzke

Plaintiff

VOL 866 PAGE 626

vs.

Inovin Corporation

Johnnie's Bar & Restaurant of

La Crosse, Inc., et al.

Defendant

STATE OF WISCONSIN }
COUNTY OF LA CROSSE } ss.

I Jack Frost Clerk of the Circuit Court for the
County and State aforesaid, do hereby certify that I have compared the
foregoing copy with the original Order Confirming Sale

entered in the action therein entitled, that it is a correct transcript there-
from and the whole thereof as the same remains on record in my office.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the

Seal of said Court, this 11th day of April, A. D., 1990

Jack Frost Clerk.
Deputy.

STATE OF WISCONSIN

CIRCUIT COURT

LA CROSSE COUNTY

DUANE F. KROMKE
N2833 SMITH VALLEY ROAD
LA CROSSE, WI 54601

ORDER CONFIRMING SALE

JENNY L. KROMKE HERLITZKE
217 MAPLE LANE
STODDARD, WI 54658,

CASE NO. 89-CV-282
CALENDAR NO. JP-596

Plaintiffs,

vs.

INOVIN CORPORATION
2630 SOUTH AVENUE
LA CROSSE, WI 54601

JOHNNIE'S BAR & RESTAURANT OF
LA CROSSE, INC.
2630 SOUTH AVENUE
LA CROSSE, WI 54601

CHARLOTTE STEPHAN BELL
2630 SOUTH AVENUE
LA CROSSE, WI 54601

STATE OF WISCONSIN DEPARTMENT OF REVENUE
125 SOUTH WEBSTER STREET
P. O. BOX 8933
MADISON, WI 53708,

Defendants.

La Crosse County Wis
FILED

APR 11 1990

JOHN A. FROST
CLERK OF COURTS

On reading and filing the report of Karl Halverson, Sheriff of La Crosse County, Wisconsin, appointed under the judgment entered in the above entitled action to make sale of the premises described in the complaint herein, which said report bears date of April 11, 1990, and it appearing by due proof that due notice of the motion to confirm said report and sale herein has been given to all parties owning an equity of redemption in said premises and to all parties who have appeared in this action; and it appearing that the said sheriff in making said sale has in all

1032814


things complied with the judgment heretofore entered in this case, and the statutes in such were insufficient to pay the whole amount adjudged to said plaintiff together with interest and costs, and the plaintiff waives any deficiency.

Now, therefore, on motion of Roger L. Imes, attorney for the plaintiff, if is ordered:

1. That the sale of the mortgaged premises involved in the above entitled action to the plaintiff for the sum of One Hundred Thirty Thousand (\$130,000) Dollars, and the Sheriff's Report of such sale as filed herein, be and the same are hereby in all things approved and confirmed.
2. That upon the entry and filing of this order with the Clerk of the Circuit Court for La Crosse County, Wisconsin, the said clerk shall thereupon deliver to the plaintiff, or the plaintiff's attorney, the sheriff's deed to the premises involved in this action, which said deed was filed with her by the Sheriff of said county.
3. It is further ordered and adjudged that the plaintiff waives any deficiency judgment.

Dated this 11th day of April, 1990.

By the Court:


John J. Perlich
Circuit Court Judge - Branch 4

1044139

Vol 880⁷⁴¹ 876

Jenny L. Kromke Herlitzke

NOV 5 1990

RECORDED

AT 2:10^{PM} M

DORIS L. PICH

REGISTER OF DEEDS

La Crosse County, WI

RETURN TO

conveys and warrants to Duane F. Kromke

the following described real estate in _____ County,
State of Wisconsin:

Tax Parcel No: 17-50028-110

Part of the Northwest Quarter of the Southeast
Quarter of Section 8, Township 15 North, Range 7
West, also known as all that part of Lot 8, 9 and 10,
Block 18, lying southerly of South Avenue of E.O. Clinton
and Blackwell's Addition to the City of La Crosse (now
vacated) all in the City of La Crosse, La Crosse County,
Wisconsin.

FEE
77.25 (8)
EXEMPT

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

Exception to warranties:

Dated this 24 day of April, 1990

Jennie L. Kromke Herlitzke (SEAL)
Jenny L. Kromke Herlitzke

(SEAL)

(SEAL)

(SEAL)

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) Jennie L. Kromke Herlitzke STATE OF WISCONSIN
Jenny L. Kromke Herlitzke

ss.

authenticated this 24 day of April, 1990

_____ County.

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

* Roger L. Imes

TITLE: MEMBER STATE BAR OF WISCONSIN

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

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

THIS INSTRUMENT WAS DRAFTED BY
Roger L. Imes

La Crosse, WI 54602-1927

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

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

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

DOCUMENT NO.

VOL 1312 PAGE 589

DEBORAH J. FLOCK
REGISTER OF DEEDS
LA CROSSE COUNTY

1225056

04-13-1999 2:20 PM

RECORDING FEE: 10.00
TRANSFER FEE: 54.00
PAGES: 1

RETURN ADDRESS: Attorney Roger L. Imes
P.O. Box 1927
La Crosse, WI 54602-1927

WARRANTY DEED

JOHNNIES BAR AND RESTAURANT OF LACROSSE, INC.
("GRANTOR") conveys and warrants to PAUL J. PRETASKY
AND JENNIFER M. PRETASKY, husband and wife as
survivorship marital property ("GRANTEES") the following
described real estate in La Crosse County, State of Wisconsin:

1147
This Space Reserved for Recording

17-50028-110

Parcel Identification Number

(B) (restaurant)

That part of the NW 1/4 of the SE 1/4 of Section 8 Township 15 North of Range 7 West, formerly known as Lot 7 EXCEPT the West 78 feet thereof, all of Lot 4 lying Southwesterly of South Avenue in Block 18 (now vacated) of E.D. Clinton & Blackwell's Addition to the City of La Crosse, La Crosse County, Wisconsin.

This is not homestead property.

Exception to warranties: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes levied in the year of closing.

Dated this 8 day of April, 1999.

Duane F. Kromke (SEAL)
Johnnies Bar
By: Duane F. Kromke

(SEAL)

Signature(s) of DUANE F. KROMKE authenticated this 8 day of April, 1999.

Roger L. Imes
Roger L. Imes
TITLE: MEMBER STATE BAR OF WISCONSIN

STATE OF WISCONSIN)
COUNTY OF LA CROSSE)

Personally came before me this 8th day of APRIL, 1999, the above named DUANE F. KROMKE,
to me known to be the person who executed the foregoing instrument and acknowledged the same.



Carol Deeks
Notary Public, State of Wisconsin
My Commission expires: 04-06-2003

THIS INSTRUMENT WAS DRAFTED BY
Attorney Roger L. Imes
505 King, Suite 300
La Crosse, WI 54601

DOCUMENT NO.

VOL 1312 PAGE 590

RETURN ADDRESS: Roger L. Imes
P.O. Box 1927
La Crosse, WI. 54602-1927

WARRANTY DEED

DUANE F. KROMKE ("GRANTOR") conveys and warrants to
PAUL J. PRETASKY AND JENNIFER M. PRETASKY, husband
and wife as survivorship marital property ("GRANTEES") the
following described real estate in La Crosse County, State of
Wisconsin:

DEBORAH J. FLOCK
REGISTER OF DEEDS
LA CROSSE COUNTY

1225057

04-13-1999 2:20 PM

RECORDING FEE: 10.00
TRANSFER FEE: 54.00
PAGES: 1

#47
This Space Reserved for Recording

17-50028-110

Parcel Identification Number

(A) (parking lot)

Part of the NW 1/4 of the SE 1/4 of Section 8 Township 15 North, Range 7 West, also known as all that part of Lots
8, 9 and 10 in Block 18 lying Southerly of South Avenue of E.D. Clinton & Blackwell's Addition to the City of La
Crosse (now vacated) all in the City of La Crosse, La Crosse County, Wisconsin.

This is not homestead property.

Exception to warranties: municipal and zoning ordinances and agreements entered under them, recorded
easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants,
and general taxes levied in the year of closing.

Dated this 8 day of April, 1999.

Duane F. Kromke (SEAL)
Duane F. Kromke

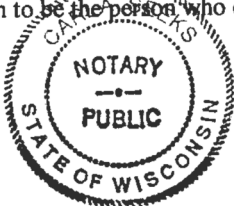
_____(SEAL)

Signature(s) of DUANE F. KROMKE authenticated this 8 day of April, 1999.

Roger L. Imes
Roger L. Imes
TITLE: MEMBER STATE BAR OF WISCONSIN

STATE OF WISCONSIN)
COUNTY OF LA CROSSE)

Personally came before me this 08 day of APRIL, 1999, the above named DUANE F. KROMKE,
to me known to be the person who executed the foregoing instrument and acknowledged the same.



Caren Sueb
Notary Public, State of Wisconsin
My Commission expires: 04-06-2003

THIS INSTRUMENT WAS DRAFTED BY
Attorney Roger L. Imes
505 King, Suite 300
La Crosse, WI 54601