

STATE OF WISCONSIN**CIRCUIT COURT****MILWAUKEE**

RENOVO CAPITAL, LLC vs. RBG2370, LLC et al

**Electronic Filing
Notice**

Case No. 2025CV005315

Class Code: Foreclosure of Mortgage

FILED

06-20-2025

Anna Maria Hodges

Clerk of Circuit Court

2025CV005315

Honorable Thomas J.

McAdams-07

Branch 7

CITY OF WEST ALLIS
7525 WEST GREENFIELD AVENUE
WEST ALLIS WI 53214

7-3-25
12:55 PM

Case number 2025CV005315 was electronically filed with/converted by the Milwaukee County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at <http://efiling.wicourts.gov/> and may withdraw as an electronic party at any time. There is a fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: dbc9c5

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 414-278-4140.

Milwaukee County Circuit Court
Date: June 23, 2025

FILED

06-20-2025

Anna Maria Hodges

Clerk of Circuit Court

2025CV005315

Honorable Thomas J.

McAdams-07

Branch 7

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

RENOVO CAPITAL, LLC
407 Lake St. E, Suite 201
Wayzata, MN 55391

Plaintiff

SUMMONS

Case No:

VS

Case Code: 30404

RBG2370, LLC
c/o Helen I Chou
1950 S. 7th ST Rear
Milwaukee, WI 53204

BEST REI FUNDING, LLC
c/o SJC Holdings, LLC, Registered Agent
1794 Allouez Ave. Suite C258
Green Bay, WI 54311

CITY OF WEST ALLIS
7525 West Greenfield Avenue
West Allis, WI 53214

ZXC, LLC
c/o WALTER THOMAS, Registered Agent
1950 S. 7TH
MILWAUKEE, WI 53204

Defendants

THE STATE OF WISCONSIN, TO EACH DEFENDANT NAMED ABOVE:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is served upon you, states the nature and basis of the legal action.

Within twenty (20) days of receiving this summons, or within forty five (45) days if the defendant is the State of Wisconsin, or within sixty (60) days if the defendant is the United States of America, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The Court may reject or disregard an answer that does not follow the statutes. The answer must be sent or delivered to the court, whose address is:

Milwaukee County Clerk of Circuit Court
901 N. 9th Street, Room 104
Milwaukee, WI 53233

and to the plaintiff's attorney whose address is:

Phillip A. Norman, P.C.
17035 W. Wisconsin Avenue Suite 150
Brookfield, WI 53005

You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days, or within forty five (45) days if the defendant is the State of Wisconsin, or within sixty (60) days if the defendant is the United States of America, the court may grant judgment against you for an award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 20th day of June, 2025

/s/ Kelly M. Smith

Attorney Kelly M. Smith

State Bar No. 1067970

kelly.smith@normanattorney.com

Attorney Thomas C. Dill

State Bar No. 1018514

thomas.dill@normanattorney.com

Attorney Krysta L. Kerr

State Bar No. 1090070

krysta.kerr@normanattorney.com

Phillip A. Norman, P.C.

17035 W. Wisconsin Avenue, Suite 150

Brookfield, WI 53005

262-314-6564

25-00567

FILED

06-20-2025

Anna Maria Hodges

Clerk of Circuit Court

2025CV005315

~~Honorable Thomas J.~~

McAdams-07

Branch 7

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

RENOVO CAPITAL, LLC
407 Lake St. E, Suite 201
Wayzata, MN 55391

Plaintiff

COMPLAINT

Case No:

vs

Case Code: 30404

RBG2370, LLC
c/o Helen I Chou
1950 S. 7th ST Rear
Milwaukee, WI 53204

BEST REI FUNDING, LLC
c/o SJC Holdings, LLC, Registered Agent
1794 Allouez Ave. Suite C258
Green Bay, WI 54311

CITY OF WEST ALLIS
7525 West Greenfield Avenue
West Allis, WI 53214

ZXC, LLC
c/o WALTER THOMAS, Registered Agent
1950 S. 7TH
MILWAUKEE, WI 53204

Defendants

THE STATE OF WISCONSIN, TO EACH DEFENDANT NAMED ABOVE:

Now Comes the above named plaintiff, by its attorneys, Phillip A. Norman, P.C., as and for a complaint against the defendants, alleges and shows to the Court as follows:

1. That Renovo Capital, LLC is the plaintiff in this action and is a foreign corporation with offices located at 407 Lake St. E, Suite 201, Wayzata, MN 55391. That Renovo Capital, LLC is the current mortgagee of record and is entitled to enforce the note.
2. That RBG2370, LLC shall herein after be referred to as "Mortgagor". Upon information and belief, Helen I Chou, located at 1950 S. 7th ST Rear Milwaukee, WI 53204, is the current registered agent for RBG2370, LLC. That RBG2370, LLC is a party to this action by virtue of a mortgage dated March 22, 2022 and recorded on March 24, 2022 as document number 11230370 in the amount of

- \$84,000.00.
3. That BEST REI FUNDING, LLC c/o SJC Holdings, LLC is a party to this action by virtue of a junior mortgage between RBG2370, LLC c/o Helen I Chou, mortgagor, and BEST REI FUNDING, LLC c/o SJC Holdings, LLC, mortgagee, dated March 22, 2023 and recorded March 24, 2023 as document number 11230372 in the amount of \$21,000.00.
 4. That the CITY OF WEST ALLIS is a party to this action by virtue of a judgment entered against RBG2370, LLC in case number 24 TJ 276 docketed April 23, 2024 in the amount of \$5,005.00.
 5. That CITY OF WEST ALLIS is a party to this action by virtue of a judgment entered against ZXC, LLC in case number 25 TJ 149 docketed March 3, 2025 in the amount of \$5,005.00.
 6. That ZXC, LLC is a party to this action by virtue of a Quit Claim deed dated February 4, 2024 and recorded on February 12, 2024 as document number 11399300 between RBG2370, LLC, grantor, and ZXC, LLC, grantee.
 7. On or about March 22, 2022 for value received, mortgagor executed and delivered to the original lender, Renovo Capital, LLC, a note in writing dated that date and thereby promised to pay interest on the principal balance of \$84,000.00 payable in accordance with the terms and provisions of said Note. A copy of said Note is attached as Exhibit "A".
 8. That to secure the note referred to in the preceding paragraph, the mortgagor duly executed a mortgage to Renovo Capital, LLC which mortgage was recorded March 24, 2022 as document number 11230370. A copy of said mortgage is attached to this complaint as Exhibit "B".
 9. The mortgagor failed to comply with the terms of the note and mortgage by failing to pay the single payment due as required. Mortgagor owes for the September 22, 2022 and owes a principal balance of \$92,634.21 accruing interest at the current rate of 15.00000 percent per annum. Because of late charges and other charges that may vary from day to day, the total amount due to the plaintiff is not calculated herein.
 10. The plaintiff has declared the note and mortgage immediately due and payable by reason of the default of the mortgagor in the payments required by the note and has directed foreclosure proceedings be instituted against these defendants.
 11. The property consists of a single family known as 1312 S. 61st Street, West Allis, WI 53214. The property does not constitute the homestead of the mortgagor and has not been abandoned by the mortgagor. The legal description of the property is as follows:

LOT EIGHTEEN (18), IN BLOCK EIGHT (8), IN RE -SUBDIVISION OF SOLDIERS HOME HEIGHTS CO'S SUBDIVISION, IN THE SOUTHEAST ONE -QUARTER (1/4) OF SECTION THIRTY-FOUR (34), IN TOWNSHIP SEVEN (7) NORTH, RANGE TWENTY-ONE (21) EAST, IN THE CITY OF WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN.

12. That the plaintiff has elected to proceed with foreclosure pursuant to Section 846.103 of the Wisconsin Statutes with a six (6) months period of redemption, that the premises covered by the mortgage are twenty acres or less in area, and that plaintiff hereby elects to preserve its right to judgment for any deficiency which may remain due the plaintiff after the sale of the mortgaged premises.

13. That the other defendants, if any, may have or claim to have an interest in the premises set forth in this complaint, but that all such interests are subordinate to plaintiff's mortgage and plaintiff's claim made herein.

WHEREFORE, plaintiff demands judgment:

For the foreclosure and sale of the mortgaged premises in accordance with Section 846.103 of the Wisconsin Statutes which calls for a six (6) months period of redemption;

For amounts due the plaintiff for principal, interest, late charges, taxes, insurance, costs, disbursements and attorney fees be adjudged and determined;

That the defendants and all persons claiming under them be barred and foreclosed from all right, claim, lien, title and equity of redemption in or to said premises, except by the right to redeem the same before sale as provided by law;

That the interests of other defendants be adjudged subordinate to plaintiff's mortgage;

That the mortgagor or persons occupying the premises be enjoined and restrained from committing waste during the pendency of the action; and

That plaintiff have such other and further relief as may be just and equitable.

Dated this 20th day of June, 2025

/s/ Kelly M. Smith

Attorney Kelly M. Smith

State Bar No. **1067970**

kelly.smith@normanattorney.com

Attorney Thomas C. Dill

State Bar No. **1018514**

thomas.dill@normanattorney.com

Attorney Krysta L. Kerr

State Bar No. **1090070**

krysta.kerr@normanattorney.com

Phillip A. Norman, P.C.

17035 W. Wisconsin Avenue, Suite 150

Brookfield, WI 53005

262-314-6564

25-00567

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SECURED COMMERCIAL FIXED RATE PROMISSORY NOTE:*This document replaces and supersedes all previous versions.*

Prepared For: Best REI Funding, LLC

Return Address: Best REI Funding, LLC, 1794 E. Allouez Ave. #258, Green Bay, WI 54311

Closings@BestREIFunding.com - (888) 341-2282

FOR VALUE RECEIVED, the undersigned RGB2370, LLC ("Borrower"), jointly and severally, of 1950 S 7TH ST REAR, Milwaukee, WI, 53204, promises to pay to the order of Renovo Capital, LLC ("Holder"), whether one or more, of 407 Lake St E #201, Wayzata, MN 55391, its successors and/or assigns, as their interest may appear, the principal ("Principal") sum of EIGHTY FOUR THOUSAND DOLLARS (\$84,000.00) in legal tender of the United States, together with all origination points, origination fees and other origination and funding costs and all accrued interest on the unpaid balance from the date of this promissory note ("Note") until this Note is paid in full. If any payment is not paid when due or if payment made does not cover all the costs and interest accrued through the date of payment, all remaining interest accrued, but unpaid, shall be added to the balance and shall accrue interest at the Note rate. Non-default interest shall be computed, compounded, and accrued daily on any unpaid balance (in addition to any origination points, origination fees and/or other origination costs charged by the Holder), based on a three hundred sixty (360) day year, at the rate of 15.00% ("Base Rate") per annum. If Note is paid in full on or before the due date, the base interest rate shall be reduced to 13.00% ("Discounted Rate").

Borrower acknowledges and further agrees that interest shall accrue on the entire Balance of this Note, including any amounts set aside or held in a Construction Escrow, from origination (signature date of Borrower below) through the date that the Note is paid in full.

REPAYMENT: Borrower shall make a single payment on September 22, 2022 ("Maturity Date"), plus all accrued interest and any other costs incurred owed by Borrower to Holder from the origination date forward.

Payments shall be made to Holder at the above stated address or such other location as Holder shall designate by written notice to Borrower.

PREPAYMENT: Borrower shall have the right to prepay the principal balance in whole or in part at any time, but the Holder shall charge a fee equal to three additional months interest on the principal amount being prepaid. Charges will apply on a voluntary or involuntary prepayment. Any prepayment shall be applied to the entire balance due and shall not extend or delay the due dates or change the amount of the remaining payments until the unpaid balance of principal and interest is paid in full.

FAILURE TO MAKE REQUIRED PAYMENTS: Borrower shall be considered to be in default, without notice to the Borrower, of the terms and conditions of this Note if the entire balance of Principal, accrued interest, unpaid origination points, origination fees or other origination costs is not paid, in full, on or before the maturity date of this Note (or if any installment payment due is not made on or before the date it is due), the entire balance including all accrued interest, unpaid origination points, origination fees or other costs incurred shall immediately become due and may be collected forthwith, time being of the essence of this contract. Default under any other obligation of Borrower, or Borrowers, jointly and severally, to Note Holder, shall be considered a default under this Note also. Upon Default, interest shall be computed, compounded, and accrued daily on any unpaid balance (in addition to any origination points, origination fees and/or other origination costs charged by the Holder), based on a three hundred sixty (360) day year, at the rate of 24.00% per annum, until this Note is paid in full. In addition, upon default, Borrower(s) shall pay a late fee equal to 5.000% of the unpaid balance due. Borrower will continue to be assessed a monthly late



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fee equal to 5.000% of the unpaid balance due until the default is cured or the Note is paid in full. Any and all late fees assessed shall be added to the unpaid balance due. Borrower shall pay all costs and expenses of collection, including reasonable attorney fees, and enforcement of any security for the Note, unless expressly prohibited by law.

Even if the Holder does not require Borrower to pay in full immediately at any time Borrower is in default, the Holder may still require Borrower to do so at any time Borrower is in default or continues to be in default.

Borrower agrees to pay an NSF (Non-Sufficient Funds) fee of EIGHTY-FIVE DOLLARS (\$85.00) for any check returned unpaid for any reason.

OTHER DEFAULTS: Notwithstanding any cure periods described below, the Borrower will immediately notify the Holder in writing when the Borrower obtains knowledge of the occurrence of any default specified below. Regardless of whether the Borrower has given the required notice, the occurrence of one or more of the following will constitute default

- a. **NONPERFORMANCE:** The Borrower or any guarantor of Borrower's Obligations to the Holder ("Guarantor") shall fail to perform or observe any agreement, term, provision, condition, or covenant required to be performed or observed by the Borrower or any Guarantor hereunder, the Mortgage or under any other Loan Document or other agreement with or in favor of the Holder.
- b. **MISREPRESENTATION:** (1) Should any financial information or documentation, statement, certificate, representation or warranty given to the Holder by the Borrower or any Guarantor (or any of their representatives) in connection with applying for this loan, entering into this Note or the other Loan Documents and/or any borrowing thereunder, or required to be furnished under the terms thereof, shall be determined to be untrue, materially false, inaccurate or misleading in any material respect (as determined by the Holder in the exercise of its judgment) as of the time when given. (2) Holder is a commercial lender and is not providing this loan for personal or family use. The Borrower, nor their spouse, family, relatives, or friends shall occupy the land or property subject to a Mortgage securing this Note, as a dwelling, homestead, or personal residence, without a properly executed lease from Borrower that has been consented to and approved by Holder in writing.
- c. **DEFAULT ON OTHER OBLIGATIONS:** The Borrower or any Guarantor shall be in default under the terms of any loan agreement, promissory note, lease, conditional sale contract or other agreement, document or instrument evidencing, governing or securing any indebtedness owing by the Borrower or any Guarantor to the Holder or any indebtedness in excess of \$5,000.00 owing by the Borrower to any third party, and the period of grace, if any, to cure said default shall have passed.
- d. **JUDGMENTS:** Any judgment shall be obtained against the Borrower or any Guarantor which, together with all other outstanding unsatisfied judgments against the Borrower (or such Guarantor), shall exceed the sum of \$5,000.00 and shall remain unvacated, unbonded or unstayed for a period of thirty (30) days following the date of entry thereof.
- e. **INABILITY TO PERFORM; BANKRUPTCY/INSOLVENCY:** (i) The Borrower or any Guarantor shall die or cease to exist; or (ii) any Guarantor shall attempt to revoke any guaranty of the Obligations described herein, or any guaranty becomes unenforceable in whole or in part for any reason; or (iii) any bankruptcy, insolvency or receivership proceedings, or an assignment for the benefit of creditors, shall be commenced under any Federal or State law by or against the Borrower or any Guarantor; or (iv) the Borrower or any Guarantor shall become the subject of any out-of-court settlement with its creditors; or (v) the Borrower or any Guarantor is unable or admits in writing its inability to pay its debts as they mature; or (vi) if the Borrower is a limited liability company, any member thereof shall withdraw or otherwise become disassociated from the Borrower.

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- f. **ADVERSE CHANGE; INSECURITY:** (i) There is a material adverse change in the business, mortgaged properties, financial condition or affairs of the Borrower or any Guarantor, or in any collateral securing the Obligations; or (ii) the Holder deems itself insecure; or (iii) Borrower has not made or progressed in the construction or remodeling of the mortgaged property to the satisfaction of the Holder, in the Holder's sole discretion.

TERMINATION OF LOANS; ADDITIONAL HOLDER RIGHTS: Upon the occurrence of any event of default, the Holder may at any time (notwithstanding any notice requirements or grace/cure periods under this or other agreements between the Borrower and the Holder) (i) immediately terminate its obligation, if any, to make additional loans to the Borrower; (ii) Setoff; and/or (iii) take such other steps to protect or preserve the Holder's interest in any collateral, including without limitation, notifying Borrower's account debtors to make payments directly to the Holder, advancing funds to protect any collateral and insuring collateral at the Borrower's expense; all without demand or notice of any kind, all of which are hereby waived.

ACCELERATION OF OBLIGATIONS: Upon the occurrence of any event of default under this Note, the Mortgage or other loan documents, Holder may at any time, declare the unpaid principal balance of any Obligations, together with the interest accrued thereon and other amounts accrued hereunder and under the other Loan Documents, to be immediately due and payable; and the unpaid balance will thereupon be due and payable, all without presentation, demand, protest or further notice of any kind, all of which are hereby waived, and not withstanding anything to the contrary contained herein or in any of the other Loan Documents.

LOAN CHARGES: If it is determined that any interest or other loan fee which is required by this agreement exceeds the maximum limit allowed by law, then (i) any such charges shall be reduced to the maximum permitted limit; (ii) any sums Borrower has already paid that exceeded the maximum limit will be refunded to Borrower. At the sole discretion of the Holder, Holder may choose to either reduce the amount owed under this Note or may refund the amount overpaid by direct payment to Borrower. If a refund reduces the Balance, the refund will be treated as a partial repayment.

EXTENSIONS, EXTENSION FEES AND INTEREST THEREON: At its sole discretion, the holder may grant a renewal, extension or otherwise modify the terms of this Note or any instrument securing this Note without affecting the liability of Borrower or any guarantor of this Note. Any renewal, extension or modification shall not be granted until all accrued interest, origination points and origination fees along with any other unpaid costs not yet paid shall be made to holder. Borrower shall pay a fee equal to 1.00% of the unpaid balance for a one-month extension (Principal plus any accrued interest, unpaid origination points, origination fees or other origination costs). Thereafter, Borrower will continue to pay an extension fee equal to 1.00% of the unpaid balance for each one-month an extension is granted. Any renewal, extension or modification that is offered must be done in writing and signed by both parties to be valid. Any renewal, extension or modification that is granted shall not exceed a period of 3 months.

HOLDER TRANSFERABILITY: The Holder may board or register this Note to a servicing agent. The Holder or anyone who takes this Note by sale, assignment or transfer and which is entitled to receive payments under this Note is called the "Holder".

BORROWER TRANSFERABILITY: Transfer of the Property or a Beneficial Interest in the Borrower: If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and Borrower is not a natural person) without Holders' prior written consent, Holder may, at its sole discretion, declare that a default has occurred and require immediate payment in full of all sums owing under this Note. However, this option shall not be exercised by Holder if such an exercise is prohibited by federal law as of the date of this Security Instrument.

THIS NOTE IS SECURED BY A LIEN ON THE FOLLOWING REAL PROPERTY:

See Attached Exhibit "A" which description is incorporated by reference herein.

WIP 3/23/22

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WAIVERS: Borrower and any other person who has obligations under this Note, whether principal, surety, guarantor, endorser or other party, severally waives and renounces the rights of presentment and notice of dishonor for himself and family, any and all homestead and exemption rights either of us, or the family of either of us, may have under or by virtue of the laws of the State of Wisconsin, or any other State, or the United States, as against this debt or any renewal or extension thereof, and further waives demand, protest, presentment, notice of demand, notice of dishonor and nonpayment. "Presentment" means the right to require the Holder to demand payment of the amounts due. "Notice of Dishonor" means the right to require the Holder to give notice to other persons that amounts due have not been paid. In the event that the parties engage in litigation to resolve any dispute regarding this Note or the transactions giving rise to this Note, to the extent permitted by law, Borrower and Holder hereby jointly and severally waive any and all right to trial by jury in any action or proceeding relating to any of the loan documents, the obligations thereunder, any collateral securing the obligations, or any transaction arising there from or connected thereto. Borrower and Holder each represent to the other that this waiver is knowingly, willingly, and voluntarily given. Borrower acknowledges that is has been given adequate time to read, review and understand this Note.

NOTICES: Any notice required to be given shall be given to the place stated below unless the party has given written notice of another place for giving of notice. Any notice given by mail shall be deemed given three (3) business days after deposit of the notice into the United States Mail with first class postage affixed thereto. Any notice given by facsimile or electronic transmission shall be deemed received on the following business day. Any notice given by any other method that requires a deliver confirmation shall be deemed given on the date of the confirmed delivery. Confirmation of delivery shall be deemed sufficient; no confirmation of receipt shall be required.

OBLIGATIONS OF MULTIPLE INDIVIDUAL OBLIGORS: If more than one person signs this Note, each signer is fully and personally obligated to keep all promises made in the Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do those things. Any person who takes over these obligations, including the obligations of the guarantor, surety or endorser of this Note, is also obligated to keep all the promises made in this Note. The Holder may enforce its rights under this Note against any person individually or against all signers together. This means that any one signer may be required to pay all the amounts due under this Note.

UNIFORM SECURED NOTE: This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protection given to the Holder under the Note, a Mortgage ("Security Instrument") dated the same date as this Note, protects the Holder from possible losses which might result if Borrower does not keep promises which Borrower makes in this Note. That Security Instrument describes how and unpayoff requester what conditions Borrower may be required to make immediate payment in full of all amounts Borrower owes under this Note.

MODIFICATION(S): This Note may NOT be modified, altered, amended, extended or changed without the express written agreement of both the Holder and each of the persons signing this Note.

PAYOFF REQUESTS: Payoff can be requested by contacting Best REI Funding at (888) 341-2282. The first payoff computation will be provided at no charge. Additional payoff computations will be made for a charge of One Hundred Dollars (\$100.00) per computation and such fee will be added to the balance.

MARITAL PROPERTY STATEMENT: Any individual Borrower or Guarantor who is married, represents the obligation evidenced by this Instrument was incurred in the interest of Mortgagor's marriage or family.

PURPOSE OF LOAN: Borrower individually and on behalf of any Guarantor warrants the proceeds of this loan will be used exclusively for investment or business purposes in which Borrower expects to make a significant profit and will not be used for personal, household or consumer purposes. The investment or business intent and purpose of this loan is hereby confirmed by the Borrower and understood by the Holder.

INVALIDITY: In the event that any provision or portion of this instrument is held to be invalid or unenforceable by a Court of competent jurisdiction, this shall not impair or preclude the enforcement of the remainder of the instrument.

hio 3/23/22

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COMPLIANCE WITH LAWS: The Borrower has complied with all laws applicable to its business and its properties, and has all permits, licenses and approvals required by such laws, copies of which have been provided to the Holder.

RESTRICTION ON INDEBTEDNESS: The Borrower shall not create, incur, assume or have outstanding any indebtedness for borrowed money (including capitalized leases) except (i) any indebtedness owing to the Holder and its affiliates, and (ii) any other indebtedness outstanding on the date hereof, and accurately shown on the Borrower's financial statements delivered to the Holder prior to the date hereof, provided that such other indebtedness will not be increased.

RESTRICTION ON LIENS: The Borrower will not create, incur, assume or permit to exist any mortgage, pledge, encumbrance or other lien or levy upon or security interest in any of the Borrower's property now owned or hereafter acquired, except (i) taxes and assessments which are either not delinquent or which are being contested in good faith with adequate reserves provided; (ii) easements, restrictions and minor title irregularities which do not, as a practical matter, have an adverse effect upon the ownership and use of the affected property; (iii) liens in favor of the Holder and its affiliates; and (iv) other liens disclosed in writing to the Holder prior to the date hereof.

RESTRICTION ON CONTINGENT LIABILITIES: The Borrower will not guarantee or become a surety or otherwise contingently liable for any obligations of others, except pursuant to the deposit and collection of checks and similar matters in the ordinary course of business.

INSURANCE: The Borrower will maintain adequate property and casualty insurance to such extent as required in the Mortgage securing this Note, with such insurers as is usual and customary for businesses operating similar properties, and as is satisfactory to the Holder, including insurance for fire and other risks insured against by extended coverage, public liability insurance and workers' compensation insurance; and will designate the Holder as mortgagee and loss payee with a "Lender's Loss Payable" endorsement on any casualty policies and take such other action as the Holder may reasonably request to ensure that the Holder will receive (subject to no other interests) the insurance proceeds on the Holder's collateral.

DELAY; CUMULATIVE REMEDIES: No delay on the part of the Holder in exercising any right, power or privilege hereunder or under any of the other Loan Documents will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege hereunder preclude other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein specified are cumulative and are not exclusive of any rights or remedies which the Holder would otherwise have.

SUCCESSORS: The rights, options, powers and remedies granted in this Agreement and the other Loan Documents shall be binding upon the Borrower and the Holder and their respective successors and assigns, and shall inure to the benefit of the Borrower and the Holder and the successors and assigns of the Holder, including without limitation any purchaser of any or all of the rights and obligations of the Holder under the Note and the other Loan Documents. The Borrower may not assign its rights or obligations under this Agreement or any other Loan Documents without the prior written consent of the Holder.

INDEMNIFICATION: Except for harm arising from the Holder's willful misconduct, the Borrower hereby indemnifies and agrees to defend and hold the Holder harmless from any and all losses, costs, damages, claims and expenses of any kind suffered by or asserted against the Holder relating to claims by third parties arising out of the financing provided under the Loan Documents or related to any collateral (including, without limitation, the Borrower's failure to perform its obligations relating to Environmental Matters described in Section 2.5 above). This indemnification and hold harmless provision will survive the termination of the Loan Documents and the satisfaction of the Obligations due the Holder.

**BEST REI FUNDING**

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NOTICE OF CLAIMS AGAINST HOLDER: LIMITATION OF CERTAIN DAMAGES: In order to allow the Holder to mitigate any damages to the Borrower from the Holder's alleged breach of its duties under the Loan Documents or any other duty, if any, to the Borrower, the Borrower agrees to give the Holder immediate written notice of any claim or defense it has against the Holder, whether in tort or contract, relating to any action or inaction by the Holder under the Loan Documents, or the transactions related thereto, or of any defense to payment of the Obligations for any reason. The requirement of providing timely notice to the Holder represents the parties' agreed-to standard of performance regarding claims against the Holder. Notwithstanding any claim that the Borrower may have against the Holder, and regardless of any notice the Borrower may have given the Holder, the Holder will not be liable to the Borrower for consequential and/or special damages arising therefrom, except those damages arising from the Holder's willful misconduct.

COPIES; ENTIRE AGREEMENT MODIFICATION: The Borrower hereby acknowledges the receipt of a copy of this Note and all other Loan Documents. This Note is a "transferable record" as defined in applicable law relating to electronic transactions. Therefore, the holder of this Note may, on behalf of Borrower, create a microfilm or optical disk or other electronic image of this Note that is an authoritative copy as defined in such law. The holder of this Note may store the authoritative copy of such Note in its electronic form and then destroy the paper original as part of the holder's normal business practices. The holder, on its own behalf, may control and transfer such authoritative copy as permitted by such law.

Signature Section:

RGB2370, LLC, Helen I Chou, As Member

Borrower Name & Title/Role

Signature

3/22/22

Date

Helen I Chou, As Individual

Borrower Name & Title/Role

Signature

3/22/22

Date

Initials | Date

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Exhibit "A"

The Land referred to herein is situated in the County of Milwaukee, State of Wisconsin, and is described as follows:

Legal Description: Lot Eighteen (18), in Block Eight (8), in Re-Subdivision of Soldiers Home Heights Co's Subdivision, in the Southeast One-quarter (1/4) of Section Thirty-four (34), in Township Seven (7) North, Range Twenty-one (21) East, in the City of West Allis, Milwaukee County, Wisconsin.

Parcel ID [REDACTED]

Common Address: 1312 S. 61st, West Allis, WI 53214

(Handwritten signature/initials) 3/21/21


BEST REI FUNDING
**COMMERCIAL MORTGAGE SECURITY
AGREEMENT AND FIXTURE FILING**
This document replaces and supersedes all previous versions.

Prepared For: Best REI Funding, LLC

 Return Address: Best REI Funding, LLC
 1794 E. Allouez Ave. #258
 Green Bay, WI 54311

Closings@BestREIFunding.com
 (888) 341-2282

Parcel Identification ID (PIN)

DOC # 11230370

RECORDED

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 2022/03/21 @ 02:30 PM
 ISRAEL RAMON

REGISTER OF DEEDS

Milwaukee County, WI

AMOUNT: 30.00

TRANSFER FEE:

FEE EXEMPT #:

 ***This document has been
 electronically recorded and
 returned to the submitter.***

THIS MORTGAGE, SECURITY AGREEMENT, AND FIXTURE FILING (this "Mortgage"), dated as of March 22, 2022, is entered into by RGB2370, LLC ("Mortgagor"), jointly and severally, of 1950 S 7TH ST REAR, Milwaukee, WI, 53204 in favor of Renovo Capital, LLC ("Lender"), whether one or more, of 407 Lake St E #201, Wayzata, MN 55391, its successors and/or assigns as their interest may appear.

WHEREAS, Mortgagor has executed in favor of Lender a Note in the original principal amount of EIGHTY FOUR THOUSAND DOLLARS (\$84,000.00), (together, and as it may be amended, restated or otherwise modified from time to time, the "Note"); and

WHEREAS, this Mortgage in the amount of EIGHTY FOUR THOUSAND DOLLARS (\$84,000.00) secures (a) the obligations of Mortgagor under the Note, as well as all other obligations of Mortgagor to Lender, and (b) all other obligations (as set forth in the Note).

NOW, THEREFORE, the parties hereto agree as follows:

1. **MORTGAGE:** To secure the Obligations (as defined hereinafter), Mortgagor mortgages, conveys and warrants to Lender, and grants to Lender a FIRST PRIORITY security interest in the following real and personal property (collectively, the "Property"):

- a. all right, title and interest of the Mortgagor in and to the tract of land located in Milwaukee County, Wisconsin described as follows (hereto the "Land"):

LEGAL DESCRIPTION: See Attached Exhibit "A" which description is incorporated by reference herein.

HOMESTEAD: This IS NOT homestead property.

PURCHASE MONEY: This IS a purchase money mortgage.

- b. all buildings, structures, and other improvements now or hereafter located, constructed, erected, installed, affixed, placed and/or maintained in or upon the Land (collectively, the "Improvements");
- c. all rights of way or use, easements, tenements, hereditaments and appurtenances now or hereafter belonging or pertaining to the Land or the Improvements;





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- d. all equipment, machinery, fixtures, apparatus, installations and other items of tangible personal property, including all components thereof (collectively, the "Equipment and Fixtures");
 - e. all accounts, contract rights, chattel paper, instruments, inventory, investment property, deposit accounts, general intangibles, files, records, drawings, plans and specifications, accounts receivable and accounts payable ledgers, leases of personal property, and warranties and guaranties of leases of the Property;
 - f. all right, title and interest of the Mortgagor in and to all present and future leases and any and all rents, income, issues, profits, revenues, royalties and benefits (collectively, the "Rent") which are now due or owing or may hereafter become due or owing by reason of any lease or otherwise;
 - g. all right, title, estate and interest, including the right of use or occupancy, which the Mortgagor may now have or hereafter acquire, in, to and under (i) the Land, (ii) the land or real estate of others adjoining or adjacent to the Land, and (iii) the streets or public places, and the land occupied thereby, adjoining or adjacent to the Land;
 - h. all of the Mortgagor's right, title and interest in and to (i) all insurance proceeds paid or payable for damage done to the Property and (ii) all awards or damages heretofore or hereafter made to or for the account of the Mortgagor for the permanent or temporary taking by eminent domain or similar proceedings of, or injury to, all or any part of the Property or any interest therein, including, without limitation, any right of access thereto existing on the date hereof, as the result of or in lieu of or in anticipation of the exercise of the right of condemnation or a change in grade affecting the Property or any part thereof;
 - i. all additions and accessions to, all spare and repair parts, special tools, equipment and replacement for, and all proceeds and products of the foregoing; and
 - j. all contracts between Mortgagor and any architects, engineers, contractors, and material suppliers pertaining to the design and construction of Improvements; and all plans, specifications, drawings, and design documents therefor.
2. **TITLE:** Mortgagor warrants title to the Property, excepting only the exceptions to coverage in any title insurance policy accepted in writing by Lender insuring Lender's interest in the Property.
 3. **MORTGAGE AS SECURITY:** This Mortgage secures prompt payment to Lender of (a) all amounts owing and other obligations of Mortgagor under the following documents (the "Note"): this Mortgage, the Notes, and all documents evidencing, securing or relating to the foregoing or the obligations evidenced thereby or any other obligation of Mortgagor to Lender, (b) all other additional obligations which are or may be in the future owing to Lender by Mortgagor, Mortgagor and another, or another guaranteed or endorsed by Mortgagor, (c) all obligations as set forth in the Loan Documents, (d) all interest and other charges, and (e) costs and expenses of collection or enforcement (all of the obligations in the foregoing sections (a) to (e) are herein called the "Obligations"). This Mortgage also secures, and "Obligations" includes the performance of all covenants, conditions and agreements contained in the Loan Documents.
 4. **SATISFACTION:** Lender will satisfy this Mortgage upon request by Mortgagor if (a) the Obligations have been paid in full, (b) any commitment to make future advances secured by this Mortgage has been terminated, and (c) 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.



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5. **SECURITY AGREEMENT; FIXTURE FILING:** This Mortgage shall create a security interest in, and the Mortgagor hereby grants to the Lender a security interest in, the Property in favor of the Lender and shall constitute a Security Agreement under the Uniform Commercial Code with respect to all of the Property, and the Lender shall be entitled to all of the rights of a secured party. This Mortgage is a financing statement covering the Equipment and Fixtures, and it is intended that as to those goods and the proceeds thereof, this Mortgage shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records for Milwaukee County, Wisconsin. It is expressly agreed that if upon an Event of Default the Lender shall proceed to dispose of any portion of the Property in accordance with the provisions of the Uniform Commercial Code, ten (10) days' notice by the Lender to the Mortgagor shall be deemed to be reasonable notice under any provision of the Uniform Commercial Code requiring such notice; provided, however, that the Lender may, at its option, dispose of the Property in accordance with the Lender's rights and remedies in respect to the real estate pursuant to the provisions of this Mortgage in lieu of proceeding under the Uniform Commercial Code. The Mortgagor will, from time to time and as often as requested by the Lender, execute and deliver to the Lender such financing statements, renewal affidavits, continuation statements, inventories or other similar documents as the Lender may reasonably request to perfect the security interest created hereby, and Mortgagor authorizes Lender to make such filings. No failure or omission of the Lender to request any financing statement, renewal affidavit, continuation statement, inventory, or the like, and no failure or omission of the Mortgagor to execute or deliver any thereof, will impair the effectiveness of or priority of the security interest created by this Mortgage. The Mortgagor will pay all costs of filing and/or recording of this Mortgage and any financing statements, continuation or termination statements with respect thereto, and any affidavits or other instruments executed, or to be executed, to perfect, renew, continue or maintain the lien and security interest created hereby. The Mortgagor hereby appoints the Lender, or any officer of the Lender, as the agent and attorney-in-fact of the Mortgagor to do, at the Lender's option and the Mortgagor's expense, all acts and things reasonably necessary to perfect, and continue perfected, the lien and security interest created hereby. In the event of foreclosure sale of personal property in which the Lender holds a security interest granted herein, whether such sale be held by the Lender or otherwise, such sale may be of the whole of such property or any portion thereof and may be held together with or separately from any foreclosure sale of the real property securing said indebtedness. Such personal property need not be present at the place of sale.
6. **TAXES; ESCROW:** Mortgagor may be required to pay Lender sufficient funds, at such time as Lender designates, to pay when due the estimated annual real estate taxes and assessments on the property and such other items as agreed in the Loan Documents that may be included in the escrow, which, in the discretion of the Lender may include insurance, as provided for in paragraph 7 below and as required in the Loan Agreement, together with such additional advances undertaken by the Lender on behalf of the mortgagor to protect the Lender's security.
7. **INSURANCE:** Mortgagor shall obtain and maintain while any Obligations are outstanding:
 - a. Broad Form (all risk, including Builder's Risk) casualty insurance in the amount of the replacement cost of the Property without coinsurance,
 - b. Machinery insurance, which coverage shall include air conditioning, all without coinsurance, equal to the full replacement value thereof,
 - c. Public liability coverage against claims for death or injury to person or damage to property in a minimum amount of not less than \$1,000,000.00.
 - d. Rent loss or business interruption coverage in a minimum amount of not less than the anticipated rentals for a minimum of one year.
 - e. Lender may require Flood hazard coverage if the Land is located in a federally identified flood hazard area Flood hazard coverage will not be required pursuant to this Mortgage as the Property is not located in a federally identified flood hazard area.

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Mortgagor shall pay all insurance premiums when due. The policies shall be with companies and in a form acceptable to Lender and shall contain the standard mortgage clause and lender's loss payable clause in favor of Lender and any special endorsements as may be required by the Lender and/or the terms of the leases assigned as security. Unless Lender otherwise agrees in writing, the original, or a "true and certified" copy, of all hazard insurance policies covering the Property shall be deposited with Lender. Mortgagor shall deliver to Lender certificates evidencing liability insurance. Mortgagor shall promptly give notice of any loss in excess of \$5,000.00 to insurance companies and Lender. Lender may settle the claim for such loss with the insurance company. All proceeds from such insurance shall be applied, at Lender's option, to the installments of the Obligations in the inverse order of their maturities 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. **CONDEMNATION:** In the event that any proceeding or action is commenced for the taking of the Property, or any part thereof or interest therein, for public or quasi-public use under the power of eminent domain, condemnation or otherwise, or if the same is taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner, or should Mortgagor receive any notice or other information regarding such proceeding, action, taking or damage (including, without limitation, a proposal to purchase the Property or some portion thereof in lieu of condemnation), Mortgagor shall give prompt written notice thereof to Lender. So long as there shall not have occurred an Event of Default that is continuing, Mortgagor may, with the written consent of Lender, which consent shall not be unreasonably withheld or delayed, make any compromise or settlement in connection with such taking or damage; provided, however, that after the occurrence and during the continuance of an Event of Default, Lender is hereby authorized and empowered by Mortgagor to act as attorney-in-fact for Mortgagor to investigate and negotiate with the condemn or concerning the proposed taking, to commence, appear in and prosecute in its own name any such action or proceeding and to make any compromise or settlement in connection with such taking or damage without the consent of Mortgagor. All compensation, awards, damages, rights of action and proceeds awarded to Mortgagor by reason of any such taking or damage (the "Condemnation Proceeds") are hereby assigned to Lender, and Mortgagor agrees to execute such further assignments of the Condemnation Proceeds as Lender may require. All Condemnation Proceeds shall be applied, at Lender's option, to the installments of the Obligations in the inverse order of their maturities or to the restoration of the Improvements on the Property.

9. **MORTGAGOR'S 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 in a timely manner. Without limitation of the foregoing, Mortgagor shall:
- complete promptly and in a good and workmanlike manner any Improvements that may be now or hereafter constructed on the Premises and promptly repair and restore in like manner any portion of the Improvements that may be damaged or destroyed thereon from any cause whatsoever;
 - limitation, all licensing and permitting requirements now or hereafter affecting the Property or any part thereof or Mortgagor's use thereof or business thereon or requiring any alterations or improvements to the Property;
 - cause the abutting grounds, sidewalks, parking and landscaped areas to be maintained in good and neat order and repair;
 - not commit, suffer or permit any act to be done in or upon the Property in violation of any law, ordinance or regulation;
 - not, unless otherwise required by applicable law or unless Lender otherwise consents in writing, allow material changes in the use of the Property from that which is contemplated by Mortgagor and Lender at the time of execution of this Mortgage; and

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Initials | Date



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vi. not initiate or acquiesce to a change in the zoning classification of the Land without Lender's prior consent.

Upon request of Lender, from time to time, Mortgagor shall provide evidence of its compliance with the provisions of this Section 9(a), as well as other terms, conditions, and provisions hereof, in form and substance reasonably acceptable to Lender.

- b. **LIENS:** To keep the Property free from liens and encumbrances not described in Section 2 hereof;
- c. **OTHER MORTGAGES:** To perform all of Mortgagor's obligations and duties under any mortgage or security agreement on the Property and any obligation to pay secured by any such 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, 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. Any sale, assignment or other transfer of any legal or equitable interest in Mortgagor shall be a sale of the property for purposes of this Section 9(e). Without notice to Mortgagor, Lender may deal with any transferee as to such transferee's interest in the same manner as with Mortgagor, without in any way discharging the liability of Mortgagor under this Mortgage or the Obligations;
- f. **INSPECTION:** Lender and its representatives may enter the Property at reasonable times to inspect it and, at Lender's option, secure, repair or restore the property as Lender deems necessary to preserve and protect its collateral and upon a default of the Note or this Mortgage, or abandonment of the property, Lender and its representatives may inspect, secure, repair and restore the property as Lender deems necessary to preserve and protect its collateral at any time and without notice to Mortgagor; Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this section, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this section. Any amounts disbursed by Lender under this section shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.
- g. **SUBROGATION:** That the Lender is subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the Notes; and
- h. **LEASES:** Except as otherwise agreed by the Lender in writing, Mortgagor shall comply with all of the terms and conditions of the leases of the Property and take all action necessary to keep all leases of the Property in full force and effect.
- i. **PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY: INSPECTIONS:** Mortgagor shall not destroy, damage, or impair the Property, allow the Property to deteriorate or commit waste on the Property. Mortgagor shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined that repair or restoration is not economically feasible, Mortgagor shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Mortgagor shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Mortgagor is not relieved of Mortgagor's obligation for the completion of such repair or restoration.

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10. **ENVIRONMENTAL LAWS:** Mortgagor represents, warrants and covenants to Lender: (a) that during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which, if known to be present on, under, in or about the Property would require cleanup, removal or some other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) that Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) that, without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components (PCBs) or underground storage tanks; (d) that there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claim relating to any Hazardous Substance; (e) that Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) that Mortgagor in the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws in all material respects. Mortgagor shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorneys' fees and expenses), liability and damages whatsoever directly or indirectly resulting from, arising out of, or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.
11. **AUTHORITY OF LENDER TO PERFORM FOR MORTGAGOR:** If Mortgagor fails to make any payment or to do any act as and in the manner provided in any of the Loan Documents, or abandons the property, and if such failure continues for ten (10) days after written notice thereof to Mortgagor (or such shorter period as may be appropriate in an emergency), Lender, without obligation so to do, without releasing Mortgagor from any obligation, and without notice to or demand upon Mortgagor, may make or do the same in such manner and to such extent as it may deem necessary to protect the security hereof. In connection therewith (without limiting its general and other powers, whether conferred herein, in another Loan Document or by law), Lender shall have and is hereby given the right, but not the obligation: (a) to enter upon and take possession of the Property; (b) to make additions, alterations, repairs and improvements to the Property that it may reasonably consider necessary or proper to keep the Property in good condition and repair, or to complete renovations or improvements on and to the property to make habitable and marketable for sale, as Lender deems reasonable and appropriate, in its own discretion; (c) to appear and participate in any action or proceeding affecting or that may affect the security hereof or the rights or powers of Lender; (d) to pay, purchase, contest or compromise any encumbrance, claim, charge, lien or debt that in the judgment of Lender may adversely affect or appear to affect adversely the security of this Mortgage or to be prior or superior hereto; (e) Mortgagor shall, immediately upon demand therefor by Lender, pay to Lender an amount equal to all costs and expenses incurred by Lender in connection with the exercise by Lender of the foregoing rights including, without limitation, costs of evidence of title, court costs, appraisals, surveys and receiver's, trustee's and reasonable attorney's fees, together with interest thereon from the date of such expenditures at the highest rate applicable to the Note after default; (f) in exercising such powers, to pay necessary expenses, including employment of counsel or other necessary or desirable consultants; and (g) if borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Mortgagor's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might nor might not protect Mortgagor, Mortgagor's equity in the property, or the contents of the property, against any risk, hazard or liability

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and might provide greater or lesser coverage than was previously in effect. Mortgagor acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Mortgagor could have obtained. Any amounts disbursed by Lender under this section shall become additional debt of Mortgagor secured by this Mortgage. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon Notice from Lender to Mortgagor requesting payment. All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal notices. If Mortgagor obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee;

12. **DEFAULT; ACCELERATION; REMEDIES:** If (a) there is a default under any Obligation secured by this Mortgage, including but not limited to any payment or performance obligation under the Loan Documents, or (b) Mortgagor fails timely to observe or perform any of the Mortgagor's covenants or duties contained in the Loan Documents (in any such event, an "Event of Default"), then, at the option of Lender each Obligation will become immediately payable. If Lender exercises its option to accelerate, the unpaid principal and interest owed on the Obligations, 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.
13. **WAIVER:** Lender may waive any default without waiving any other subsequent or prior default by Mortgagor.
14. **POWER OF SALE:** In the event of foreclosure, Lender may sell the Property at public sale and execute and deliver to the purchaser's deeds of conveyance pursuant to statute.
15. **RECEIVER:** Upon the commencement or during the pendency of an action to foreclose this Mortgage, or to enforce any other remedies of Lender under it, without regard to the adequacy or inadequacy of the Property as security for the Obligations, Mortgagor agrees that the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.
16. **FORECLOSURE WITHOUT DEFICIENCY JUDGMENT:** Mortgagor agrees to the provisions of § 846.101 and § 846.103, Wis. State., 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 residential real estate six months after a foreclosure judgment is entered, and to hold the foreclosure sale of commercial real estate three months after a foreclosure judgment is entered.
17. **EXPENSES:** To the extent not prohibited by law, Mortgagor shall pay all reasonable costs and expenses before and after judgment, including without limitation, attorneys' fees and expenses of obtaining title evidence, incurred by Lender in protecting or enforcing its rights under this Mortgage.



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18. INDEMNIFICATION; SUBROGATION; WAIVER OF OFFSET:

- a. If the title, interest, lien or encumbrance, as the case may be, of Mortgagor or Lender to the Property or any part thereof, or the security of this Mortgage, or the rights or powers of Lender hereunder, shall be attacked, either directly or indirectly, or if any legal proceedings are commenced involving Mortgagor or the Property, Mortgagor shall promptly give written notice thereof to Lender and, at Mortgagor's own expense, shall take all reasonable steps diligently to defend against any such attack or proceedings employing attorneys acceptable to Lender; and Lender may join in such legal proceedings or may independently commence legal proceedings in connection therewith as Lender may in its discretion deem advisable, and all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and legal expenses, incurred by Lender in connection therewith shall be a demand obligation owing by Mortgagor to Lender and shall bear interest at the highest rate applicable to the Notes after default from the date such demand is made. The liabilities of Mortgagor as set forth in this Section 19 shall survive the termination of this Mortgage.
 - b. Mortgagor waives any and all right to claim or recover against Lender, its officers, employees, agents and representatives, for loss of or damage to Mortgagor, the Lender, Mortgagor's other property or the property of others under Mortgagor's control from any cause insured against or required to be insured against by the provisions of this Mortgage.
 - c. All sums payable by Mortgagor pursuant to this Mortgage shall be paid without notice, demand, counter claim, set-off, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Mortgagor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the Property or any part thereof; (ii) any restriction or prevention of or interference by any third party with any use of the Property or any part thereof; (iii) any title defect or encumbrance or any eviction from the Land or any part thereof by title paramount or otherwise; (iv) any Lenderruptcy, bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Lender, or any action taken with respect to this Mortgage by any trustee or receiver of Lender, or by any court, in any such proceeding; (v) any claim that Mortgagor has or might have against Lender; (vi) any default or failure on the part of Lender to comply with any of the terms or conditions hereof or of any other agreement with Lender; or (vii) any other occurrence whatsoever, whether similar or dissimilar to the foregoing, whether or not Mortgagor shall have notice or knowledge of any of the foregoing.
19. **SEVERABILITY:** Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision.
 20. **SUCCESSORS AND ASSIGNS:** The obligations of all Mortgagors are joint and several. This Mortgage benefits Lender, its successors and assigns, and binds Mortgagor and its successors and assigns.
 21. **NOTICE:** All notices and communications provided for herein shall be sent as provided in the Loan Agreement.
 22. **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.

Signature Section on Next Page...

**BEST REI FUNDING**

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Signature Section:

RGB2370, LLC, Helen I Chou, As Member

Borrower Name & Title/Role

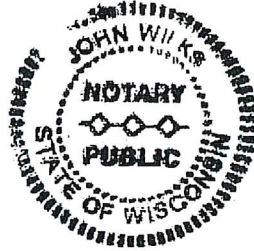
Signature

Date

ACKNOWLEDGEMENT:State of Wisconsin, County of WaukeshaPersonally came before me this 22 day of March, 2022
by the above named Helen I Chou known to be the person who executed the foregoing
instrument and acknowledge the same.My Commission expires: 2/2/2023

Notary Public, Wisconsin

This document drafted by:
Jeff Cichocki
1794 E. Allouez Ave. #258
Green Bay, WI 54311



**BEST REI FUNDING**

Document Version: 2022/03/21 @ 02:39 PM

Exhibit "A"

The Land referred to herein is situated in the County of Milwaukee, Wisconsin, and is described as follows:

Legal Description: Lot Eighteen (18), in Block Eight (8), in Re-Subdivision of Soldiers Home Heights Co's Subdivision, in the Southeast One-quarter (1/4) of Section Thirty-four (34), in Township Seven (7) North, Range Twenty-one (21) East, in the City of West Allis, Milwaukee County, Wisconsin.

Parcel ID: [REDACTED]

Common Address: 1312 S. 61st, West Allis, WI 53214


BEST REI FUNDING
ASSIGNMENT OF RENTS TO LENDER
This document replaces and supersedes all previous versions.

Prepared For: Best REI Funding, LLC

 Return Address: Best REI Funding, LLC
 1794 E. Allouez Ave. #258
 Green Bay, WI 54311

Closings@BestREIFunding.com
 (888) 341-2282

Parcel Identification ID (PIN):

DOC # 11230371

RECORDED

 Document Version: 03/24/2022 12:37 PM
 20220321 @ 12:39 PM
 ISRAEL RAMON

 REGISTER OF DEEDS
 Milwaukee County, WI

AMOUNT: 30.00

TRANSFER FEE:

FEE EXEMPT #:

 ***This document has been
 electronically recorded and
 returned to the submitter.***

THIS ASSIGNMENT of rents ("Assignment") dated March 22, 2022, by RGB2370, LLC ("Assignor"), jointly and severally, of 1950 S 7TH ST REAR, Milwaukee, WI, 53204 ("Borrower"), in favor of Best REI Funding, LLC ("Assignee"), whether one or more, of 1794 E. Allouez Ave. #258, Green Bay, WI 54311 ("Assignee"), and his/her/its successors and assigns under the circumstances summarized in the following recitals:

- A. Pursuant to a Promissory Note dated of even date herewith, by and between the Assignor and Assignee, the Assignee has extended to the Assignor a loan in the amount of TWENTY ONE THOUSAND DOLLARS (\$21,000.00), which note is secured by, among other things, a mortgage of even date herewith, executed by the Assignor in favor of the Assignee.
- B. The Assignor is requiring that this Assignment be executed and delivered by the Assignor to secure the obligations arising under the Note and Mortgage and is a condition of the loan.

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

See Attached Exhibit "A" which description is incorporated by reference herein.

NOW, THEREFORE, the Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby assigns to the Assignee all of its rights, title and interest to the Assignor in and to:

1. All leases, subleases, tenancies and other rental agreements, whether written or oral, now or hereafter existing with respect to the property described in Exhibit A attached hereto and incorporated herein by reference, together with any modifications, amendments, supplements, restatements, renewals or extensions thereof, or of any agreements and substitution thereof.
2. All rents, revenues, income, charges, profits, or money derived in other payments of every kind due and payable or to become due and payable to the Assignor by virtue of the leases, or otherwise due and payable or to become due and payable to the Assignor as a result of any use, possession, or occupancy of any portion or portions of the property.

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This Assignment is made for the purpose of securing:

1. All obligations of the Assignor under the Note.
2. All amounts advanced and costs incurred by the Assignee for the payment of any costs or fees associated with the acquisition of these properties or in connection with the preservation of these properties.

This Assignment is made on the following terms, covenants and conditions:

So long as there shall exist no event of default as defined in the Promissory Note or in any of the other loan documents, and so long as there shall exist no default by the Assignor in the performance of any obligation, the Assignor shall have the right to collect all rent arising under the leases, subleases, tenancies and other rental agreements, whether written or oral and from the use and occupancy of the property, and to retain use and enjoy the same except to those percentages of net rent that the Note requires the Assignor to pay to the Assignee for repayment of the loan and pay all additional interest.

Signature Section on Next Page...

**BEST REI FUNDING**

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Signature Section:

RGB2370, LLC, Helen I Chou, As Member

Borrower Name & Title/Role

Signature

Date

ACKNOWLEDGEMENT:State of Wisconsin, County of WaukeshaPersonally came before me this 22 day of March, 2022

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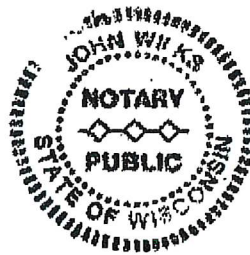
Notary Public, Wisconsin

John Wilks**This document drafted by:**

Jeff Cichoeld

1794 E. Allouez Ave. #258

Green Bay, WI 54311



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Parcel ID: [REDACTED]

Common Address: 1312 S. 61st, West Allis, WI 53214

hnc 3/21/22

If the Lender declines the invitation to mediate, the Program Administrator will refund all but \$50 of your mediation application fee. The \$50 is non-refundable and used to off-set program administrative costs. If the Lender agrees to mediate, the entire fee is non-refundable.

How can the Housing Counselor help?

To increase the chance of success at mediation, you are matched with a housing counselor or documents specialist in your area. Housing Counselors are specially trained and certified to go over financial information with you, and to discuss programs that may be available to avoid foreclosure. Documents Specialists are specially trained to help you compile the forms and documentation necessary to submit a complete financial documents package to your mortgage servicer. If you do not take this step, the mediation cannot proceed.

What does mediation cost?

There is no cost to request mediation or to work with a housing counselor/documents specialist. You and your lender must each pay a non-refundable Program fee before the case can be scheduled for mediation. The homeowner fee for cases involving Milwaukee County properties is \$100 and for all other counties administered by MMMS, the fee is \$200. The Lender fee for all cases administered by MMMS is \$300. To make your payment you may mail a check or money order to MMMS, P.O. Box 633, Milwaukee, WI 53201. You may also pay with credit or debit card by phone at 414-939-8800 or toll-free at 877-721-6262.

Does the foreclosure stop during the mediation process?

Even after applying for mediation, you are required to comply with all mandatory deadlines set by the court, including the time to answer the Complaint. Please read the Summons and Complaint *carefully* and make sure you understand your rights and the time-period for filing an Answer or Responsive Pleading. If you do not file an Answer or Responsive Pleading, the court may grant judgment against you and you may lose your right to object to anything that you disagree with in the Complaint.

Do you need a lawyer to participate in the mediation program?

While everyone is always strongly encouraged to consult with an attorney, you are not required to be represented by an attorney.

You may contact the statewide Lawyer Referral and Information Service at (800) 362-9082 to obtain the names of attorneys who may be able to assist you. You may also try the following legal aid organizations based on geographic area: Wisconsin Judicare at (715) 842-1681; Legal Aid Society of Milwaukee at (414) 727-5300, and Legal Action of Wisconsin at (800) 236-1127. Income restrictions may apply.

If you are working with a lawyer, please notify the Program Administrator of their name and contact information.

Who must attend the mediation session?

The mediation session must be attended in person by all homeowners who signed the note. All attorneys must also attend in person or by video conference, if available. The loan servicer will attend by telephone. Either party may have other support persons such as attorneys, loan officers and tax advisers attend or available by phone.

Where can I find additional foreclosure resources?

More information on resources for homeowners facing foreclosure is available at www.MediateWisconsin.com.

The Foreclosure Mediation Program

Process Description

A. Goal. The Foreclosure Mediation Program (the Program) is administered by Metro Milwaukee Mediation Services (MMMS) and is patterned after the Wisconsin Foreclosure Mediation Network (WFMN) Model. The goal of the Program is to assist parties in determining, within a reasonable timeframe, whether foreclosure can be avoided by an alternate mutually agreeable arrangement, such as a loan modification or repayment plan, or to allow for a graceful exit from the property. The Program seeks to achieve this goal by structuring the collection and exchange of information to prepare the parties for their mediation session. The neutral and impartial mediator then guides and summarizes the communications so that parties gain a complete and clear understanding of any options that may exist, or the reasons retention options are not available.

B. Eligibility. The Program is available to parties to a first or second mortgage foreclosure action involving a one-to-four family residential property. The homeowner need not reside in the property, but they may not own more than four other rental properties. This is consistent with the eligibility criteria established by the U.S. Treasury's Making Homes Affordable loan modification program. In addition, the action must be pending in a participating county. Vacation properties or "seasonal homes" are not eligible, nor are homes subject to bankruptcy protection.

C. Request/Consent Process:

1. Mediation Request Form. To initiate the mediation process, either party may make a request. The homeowner's request must utilize the "Mediation Request Form." Within two business days of receiving the Request Form, the Program Administrator will refer a housing counseling agency/documents specialist to the homeowner by mail or email. The homeowner's second step is to contact the housing counselor/documents specialist to set up a meeting for compiling a complete financial package. Once complete, the housing counselor/documents specialist sends the package directly to the Program Administrator. The homeowner's third step is to pay the application fee by check (\$100

for Milwaukee County/\$200 for all other counties administered by MMMS), money order or credit/debit card payment.

If the homeowner does not complete all three steps within 60 days from receipt of the Mediation Request Form, in the absence of extenuating circumstances, the application will be deemed inactive.

2. Lender's Consent. After the homeowner has completed all three application steps, the Program Administrator will notify Lender's counsel and request Lender's participation, seeking a response within 10 business days. Lender's non-refundable fee of \$300 is due at the time of consent. If no response is received within 30 days, the Program Administrator will notify the Court that Lender has not responded and will close the mediation.

D. Mediation Preparation/Document Exchange:

1. On-line Portal. By consenting, Lender agrees to utilize an Administrator-selected secure internet-based portal to:

- a. Post the lender required loan modification application forms and requirements,
- b. Receive the homeowner's loan modification package documents and
- c. Exchange messages about any outstanding documents or information.

2. Initial Submission of Loan Modification Request Packet ("Financial Package"). Within 2 business days of lender's consent, the Program Administrator will send the homeowner's financial package to the lender, either through the Portal or lender's counsel.

3. Notice of Deficient Package and (Lender's Confidential Loan Data Sheet). Within 5 business days after receipt of homeowner's initial submission of information, Lender shall:

- a. Notify the Program Administrator of any known deficiencies, including any missing information or documentation required for the loan modification application to be complete.

4. Supplemental Submission. Within 10 days from the date of the Lender's notification of deficiencies in the financial package, homeowner shall submit supplemental information or documents. This deadline may be extended for compelling circumstances beyond the homeowner's control.

5. Notice of Commencement of Review Period. When no outstanding Lender requests for information or documents remain, the Program Administrator will send a Notice to the Court advising that:

- a. The Homeowner has delivered to Lender, via Program Administrator, a completed application for a loan modification;
- b. Lender is reviewing the application for alternatives to foreclosure; and
- c. The next scheduled mediation activity.

E. Mediation Session

1. Assignment of Mediator. At the time of the Initial Submission, the Program Administrator will assign a trained neutral and impartial mediator, who will utilize the facilitative style of mediation, refraining from directing or advising the parties, and will abide by the Uniform Model Standards of Mediator Conduct.

2. Attendance by Parties with Authority. By consenting, Lender agrees to designate a representative with knowledge of all of the Lender's loss mitigation programs either with full authority to make a determination on the homeowner's request or access to persons having such authority. Such representative may appear via video or teleconference. All attorneys will appear in person or via videoconference (if such accommodations are available). Absent prior arrangements, all mortgagors and the mediator must be present at the mediation session. If subsequent mediation sessions are scheduled, all appearance may be by teleconference.

3. Confidentiality and Privilege. All communications made by the parties, attorneys and other participants at or in connection with the mediation shall be privileged and not reported, recorded or placed into evidence, or

made known to the Court or construed for any purposes to be an admission. The Mediator will keep confidential all statements made during the mediation session and will report to the Court only the results of the mediation or the procedural status of the mediation case.

4. Scope of Subject Matter. The mediation session may include negotiation of a modification of the homeowner's loan, whether by new payment terms, reduction or forgiveness in principal, interest, escrow shortage or advanced costs, surrender or sale of the mortgaged property or otherwise. Disputes of the amount due, application of payments, or other claims are within the scope of mediation only if both parties expressly make such election.

5. Close of Mediation. The Mediator shall cause the mediation process to conclude when:

- a. The homeowner has withdrawn from the mediation process,
- b. The Lender has reached a determination about the Homeowner's eligibility for a loan modification and the Homeowner has been afforded an opportunity to discuss the determination during a mediation session, or
- c. The Homeowner has failed, after 10 business days, to supply information or documents identified as outstanding by the Lender and the Lender has requested that mediation be closed.

The Program Administrator shall send to the Court a Final Mediation Report no later than 10 days after the conclusion of the mediation.

**Foreclosure Mediation Program
Administration
P.O. Box 633
Milwaukee, WI 53201**

**(414) 939-8800 (phone)
(877) 721-6262 (toll free)
(414) 939-8803 (fax)**

**apply@mediatewisconsin.com
www.mediatewisconsin.com**