

FILED

06-28-2022

George L. Christenson

Clerk of Circuit Court

2022CV004054

Honorable Kristy Yang-47

Branch 47

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

TRI CITY NATIONAL BANK  
6400 South 27<sup>th</sup> Street  
Oak Creek, WI 53154

Case No.

Plaintiff,

vs.

SUMMONS

DL & TY PROPERTIES LLC  
c/o Donovan Lee, Reg. Agent  
2572 S. 76<sup>th</sup> Street  
West Allis, WI 53219

CITY OF WEST ALLIS  
c/o City Clerk  
7525 W. Greenfield Avenue  
West Allis, WI 53214

JOHN DOE TENANT  
2572 S. 76<sup>th</sup> Street  
West Allis, WI 53219

ARCHANA LEE  
7662 W. Lake Pointe Drive  
Franklin, WI 53132

Defendants.

Foreclosure of Mortgage -  
30404

THE STATE OF WISCONSIN

To each person named above as defendant:

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

Within 20 days of receiving this summons, you must respond with a written answer (with the exception of defendant United States of America which has 60 days and the State of

Wisconsin which has 45 days) 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 requirements of the statutes. The answer must be sent or delivered to the court whose address is: Milwaukee County Courthouse, 901 N. Ninth Street, Milwaukee, Wisconsin 53233, and to Attorney Robert J. Riegelman, plaintiff's attorney, whose address is 6400 S. 27<sup>th</sup> Street, Oak Creek, Wisconsin 53154. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days (60 days as to defendant United States of America and 45 days as to defendant State of Wisconsin), the court may grant judgment against you for the 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 at Oak Creek, Wisconsin, this 28<sup>th</sup> day of June, 2022.

By: Electronically Signed  
Robert J. Riegelman  
State Bar No. 1027946  
Attorney for Plaintiff

P. O. ADDRESS:

6400 S. 27<sup>th</sup> Street  
Oak Creek, WI 53154

(414) 761-1610

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CIRCUIT COURT

MILWAUKEE COUNTY

TRI CITY NATIONAL BANK  
6400 South 27<sup>th</sup> Street  
Oak Creek, WI 53154

Case No.

Plaintiff,

COMPLAINT

vs.

DL & TY PROPERTIES LLC  
c/o Donovan Lee, Reg. Agent  
2572 S. 76<sup>th</sup> Street  
West Allis, WI 53219

CITY OF WEST ALLIS  
c/o City Clerk  
7525 W. Greenfield Avenue  
West Allis, WI 53214

JOHN DOE TENANT  
2572 S. 76<sup>th</sup> Street  
West Allis, WI 53219

ARCHANA LEE  
7662 W. Lake Pointe Drive  
Franklin, WI 53132

Defendants.

Foreclosure of Mortgage -  
30404

Now comes the plaintiff, by its attorney, Robert J. Riegelman, and for its claim for relief against the defendants, alleges as follows:

FIRST: Plaintiff, Tri City National Bank, is a national banking association, with its principal office located at 6400 South 27<sup>th</sup> Street, Oak Creek, Wisconsin.

SECOND: Defendant, DL & TY Properties LLC, upon information and belief, is a Wisconsin limited liability company maintaining an office and place of business at 2572

S. 76<sup>th</sup> Street, West Allis, Wisconsin and whose registered agent is Donovan Lee.

THIRD: Defendant, City of West Allis, upon information and belief, is municipal corporation created under the laws of the State of Wisconsin and maintains an office and place of business at 7525 W. Greenfield Avenue, West Allis, Wisconsin.

FOURTH: Defendant, John Doe Tenant, upon information and belief, is the fictitious name of the unknown tenant/occupant of 2572 S. 76<sup>th</sup> Street, West Allis, Wisconsin.

FIFTH: Defendant, Archana Lee, upon information and belief, is an adult resident of the State of Wisconsin residing at 7662 W. Lake Pointe Drive, Franklin, Wisconsin.

SIXTH: On May 15, 2021, for value received, defendant, DL & TY Properties LLC, by Donovan W. Lee and Tony H. Yong, its members, executed and delivered to Tri City National Bank its Promissory Note in writing May 15, 2021, and promised to pay to the plaintiff the sum of \$93,713.66 in accordance with the terms and provisions of the said Note, an accurate copy of which is attached hereto as "Exhibit A", and made a part of this Complaint by reference. Said Note renewed, but did not satisfy or discharge, previous notes between the parties.

SEVENTH: The payment of the indebtedness due plaintiff evidenced by the Note (Exhibit A) was secured by a Real Estate Mortgage dated May 15, 2012 executed by the defendant, DL & TY Properties LLC, by Donovan W. Lee and Tony H. Yong, its members, and delivered to the plaintiff (hereafter called "Mortgage") by which the said defendant granted to Tri City National Bank a mortgage upon certain real estate located in Milwaukee County, Wisconsin fully described as follows:

That part of Lot One (1) in Block Four (4) in ASSESSOR'S PLAT NO. 274, being a part of the Northeast 1/4 of Section Nine (9) and part of the Northwest 1/4 of Section Ten (10) and Lots Eleven (11), Twelve (12) and a part of Lot Ten (10) Stones Subdivision, Township Six (6) North, Range Twenty-one (21) East, in the City of West Allis, Milwaukee County, State of Wisconsin, which is bounded and described as follows:



Commencing at a point 686.87 feet North of and 45 feet East (measured at right angles to the West line of said 1/4 Section) of the Southwest corner of said 1/4 Section, said point being the Northeast corner of South 76th Street and West Beloit Road; thence North and parallel with the West line of said 1/4 Section, 124.75 feet to a point; thence East 78.15 feet to a point; thence South 37° 48' 00" East 50.67 feet to a point in the Northwestern line of West Beloit Road; thence South 52° 12' 00" West on and along the Northwestern line of West Beloit Road 138.20 feet to the point of beginning.

Less and except the following described parcel:

That part of Lot One (1) in Block Four (4) in ASSESSOR'S PLAT NO. 274, being a part of the Northeast One-quarter (1/4) of Section Nine (9) and a part of the Northwest One-quarter (1/4) of Section Ten (10) and Lots Eleven (11), Twelve (12) and a part of Lot Ten (10) Stones Subdivision, Township Six (6) North, Range Twenty-one (21) East, in the City of West Allis, Milwaukee County, Wisconsin, bounded and described as follows, to-wit: Commencing at a point 659.03 feet North of the South line and 45 feet East of the West line of said 1/4 Section; thence running North 53° 18' 30" East on and along a line which is 33 feet Northwesternly of and parallel to the centerline of West Beloit Road, 155.26 feet to a point; thence North 36° 41' 30" West and at right angles to said centerline of West Beloit Road, 22 feet to a point; thence South 53° 18' 30" West on and along a line which is 55 feet Northwesternly of and parallel to the centerline of West Beloit Road, 93.20 feet to a point; thence North 62° 47' 50" West, 39.56 feet to a point which is 45 feet East of the centerline of South 76th Street; thence South 1° 11' 30" West on and along a line which is 45 feet East of the centerline of South 76th Street, 72.84 feet to the place of beginning.

Property Address: 2572 South 76th Street

Tax Key Number: 488-0512-002

An accurate copy of said Mortgage is attached hereto, marked "Exhibit B", and made a part of this Complaint by reference.

EIGHTH:

The Mortgage was duly recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on May 21, 2012 as Document No. 10118975.

NINTH:

The defendant, DL & TY Properties LLC, has failed to comply with the terms and conditions of the Note by failing and neglecting to make the monthly installment payments due on the 15<sup>th</sup> day of March, 2022 and each subsequent month. On May 2, 2022, the

plaintiff sent to said defendant a notice of right to cure default; said defendant failed to timely cure the default and the plaintiff accelerated the entire indebtedness to be due.

TENTH: As of June 28, 2022, there was due and owing on the Note to the plaintiff the principal balance of \$83,536.46, accrued and unpaid interest of \$1,547.41, late charges of \$302.52, other fees of \$72.00, and escrow in the credit amount of \$1,333.39, amounting in all to the total sum of \$84,125.00.

ELEVENTH: No other proceedings have been had at law or otherwise for the recovery of the sums secured by the Note and Mortgage, nor to foreclose upon the subject properties referred to in this Complaint. Plaintiff is still the lawful owner and holder of the Note and Mortgage.

TWELFTH: The subject premises commonly known as 2572 S. 76<sup>th</sup> Street, West Allis, Wisconsin consists of a commercial facility. The record title to said premises is in the defendant DL & TY Properties LLC. The subject premises does not constitute the homestead of the defendant mortgagor.

THIRTEENTH: That the defendant, City of West Allis, may claim some interest or lien in and to the property arising out of a transcript of judgment entered on October 31, 2016 and docketed on November 2, 2016 against DL & TY Properties LLC in the amount of \$1,010.00 in Case No. 16-TJ-1734. The interest or lien of said defendant, City of West Allis, is subsequent and subordinate to the plaintiff's mortgage.

FOURTEENTH: That the defendant, John Doe Tenant, may claim some interest or lien in and to the property arising out of its tenancy or occupancy of the same. The interest or lien of said defendant, John Doe Tenant, is subsequent and subordinate to the plaintiff's mortgage.

FIFTEENTH: That the defendant, Archana Lee, may claim some interest or

lien in and to the property arising out a Lis Pendens dated November 17, 2021 and recorded on November 24, 2021 as Document No. 11190638. The interest or lien of said defendant, Archana Lee, is subsequent and subordinate to the plaintiff's mortgage.

SIXTEENTH: That the plaintiff, pursuant to the provisions for election by Mortgagee under Section 846.103, Wis. Stats., and pursuant to the provisions for election contained in the Mortgage, does expressly elect to accept said provisions for the sale of the mortgaged premises after the expiration of three (3) months from the date of entry of judgment and does further elect, stipulate and agree to waive judgment for any deficiency which may remain due plaintiff after the sale of the mortgaged premises against the said defendant, DL & TY Properties LLC, and that the said defendant may remain in possession of the mortgaged premises and be entitled to the rents, issue and profits therefrom to the date of confirmation of sale by the court unless the said defendant abandon the mortgage premises.

WHEREFORE, in accordance with the above Claim for Relief, plaintiff respectfully requests judgment as follows against all of the defendants, and against all other persons who may claim an interest in and to the subject premises subject to the filing of the Lis Pendens, for foreclosure of the premises, and that all of the defendant and all persons whose claims came into existence subsequent to the filing of the Lis Pendens, be barred and foreclosed of all right, claim, lien and equity of redemption in the premises, except the right to redeem the same as provided by law; that the premises be adjudged to be sold unless redeemed within the time and manner provided by law, and that the plaintiff be paid the amount due on the indebtedness evidenced by the Note together with interest from the time of such payment through the confirmation of sale, together with Court costs, disbursements, and reasonable attorneys fees, as the Court may order, out of the proceeds of the sale so far as the monies arising from the sale will pay the same; that the liens and claims of all defendant

be determined and adjudged to be subordinate and subsequent to the interest and claim of the plaintiff to the premises; and, that the defendants and all persons claiming under them be enjoined from committing waste or doing any act that may impair the value of the premises; and, in the event there is a sale of said premises aforesaid, the defendant, and all persons claiming under them, be barred and foreclosed of all right, title and equity of redemption in the premises so sold; and, for such other and further relief as may be just and equitable.

Dated at Oak Creek, Wisconsin, this 28<sup>th</sup> day of June, 2022.

By: Electronically Signed  
Robert J. Riegelman  
State Bar No. 1027946  
Attorney for Plaintiff

P. O. ADDRESS:

6400 S. 27<sup>th</sup> Street  
Oak Creek, WI 53154

(414) 761-1610



**NOTICE REQUIRED BY THE  
FAIR DEBT COLLECTION PRACTICES ACT (the Act),  
15 U.S.C. Section 1692 as Amended**

1. Robert J. Riegelman is the creditor's attorney and is attempting to collect a debt for the creditor. Any information any debtor provides to Attorney Robert J. Riegelman will be used for that purpose.
2. The amount of the debt is stated in Paragraph Tenth of the Complaint attached hereto.
3. The plaintiff as named in the attached Summons and Complaint is the creditor to whom the debt is owed.
4. The debt described in the Complaint attached hereto and evidenced by the copy of the mortgage note attached hereto will be assumed to be valid by Attorney Robert J. Riegelman unless any named debtor, within thirty days after the receipt of this notice, disputes, in writing, the validity of the debt or some portion thereof.
5. If any named debtor notifies Attorney Robert J. Riegelman in writing within thirty days of the receipt of this notice that the debt or any portion thereof is disputed, Attorney Robert J. Riegelman will obtain a verification of the debt and a copy of the verification will be mailed to said debtor by Attorney Robert J. Riegelman.
6. If the creditor named as plaintiff in the attached Summons and Complaint is not the original creditor, and if any named debtor makes a written request to Attorney Robert J. Riegelman within the thirty days from the receipt of this notice, the name and address of the original creditor will be mailed to said debtor by Attorney Robert J. Riegelman.
7. Written requests should be addressed to Attorney Robert J. Riegelman, 6400 S. 27<sup>th</sup> Street, Oak Creek, Wisconsin 53154.

## PROMISSORY NOTE

LED  
6/28-2022

George L. Christenson

Clerk of Circuit Court

2022CV004054

Honorable Kristy Yang-47

Branch 47

Borrower: DL & TY Properties LLC  
2572 S 76TH ST  
WEST ALLIS, WI 53219-2476

Lender: Tri City National Bank  
Oklahoma  
7626 West Oklahoma Avenue  
Milwaukee, WI 53219

Principal Amount: \$93,713.66

Date of Note: May 15, 2021

**PROMISE TO PAY.** DL & TY Properties LLC ("Borrower") promises to pay to Tri City National Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Ninety-three Thousand Seven Hundred Thirteen & 66/100 Dollars (\$93,713.66), together with interest on the unpaid principal balance from May 15, 2021, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 5.000%, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

**PAYMENT.** Borrower will pay this loan in 36 regular payments of \$1,612.66 each and one irregular last payment estimated at \$61,921.70. Borrower's first payment is due June 15, 2021, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on May 15, 2024, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied to escrow; then any accrued unpaid interest; then to principal; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**INTEREST CALCULATION METHOD.** Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in this Note.

**PREPAYMENT PENALTY.** Upon prepayment of this Note, Lender is entitled to the following prepayment penalty: This note may be prepaid in whole or in part at any time. If prepayments exceed 20% of the loan balance during any twelve month period, such prepayments shall be subject to and accompanied by a prepayment fee equal to 3% of the amount prepaid during the loan's first year with annual decreases of 1% to the prepayment fee. This fee shall be charged without exception. Except for the foregoing, Borrower may pay all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Tri City National Bank, Loan Services, 10000 West Greenfield Avenue Suite 100 West Allis, WI 53214.

**LATE CHARGE.** If a payment is not made on or before the 15th day after its due date, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to 18.000%. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

**DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Note:

**Payment Default.** Borrower fails to make any payment when due under this Note.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Death or Insolvency.** The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

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

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

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

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

**LENDER'S RIGHTS.** Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

**ATTORNEYS' FEES; EXPENSES.** Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

**JURY WAIVER.** Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

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

**DISHONORED ITEM FEE.** Borrower will pay a fee to Lender of \$15.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**COLLATERAL.** Borrower acknowledges this Note is secured by a first Mortgage and an Assignment of Rents on property located at 2672 South

Exhibit A



**PROMISSORY NOTE  
(Continued)**

Loan No: 733853-1

Page 2

76th Street, West Allis, Wisconsin and Commercial Security Agreements covering all assets.

**SECURITY INTEREST.** This Note is secured by all existing and future security agreements, assignments, and mortgages from any Borrower to Lender, from any Guarantor of this Note to Lender, and from any other person providing collateral security for Borrower's obligations to Lender under this Note (each a "Security Agreement" and collectively the "Security Agreements") and payment of the loan may be accelerated according to any of them.

**FINANCIAL STATEMENTS.** Borrower agrees to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

**PRIOR NOTE.** This is a renewal of loan #733853-1 dated May 15, 2018.

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

**GENERAL PROVISIONS.** This Note benefits Lender and its successors and assigns, and binds Borrower and Borrower's heirs, successors, assigns, and representatives. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

**PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.**

**BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.**

**BORROWER:**

DL & TY PROPERTIES LLC

By:

Deborah W. Lee, Member of DL & TY Properties LLC

By:

Tony H. Young, Member of DL & TY Properties LLC



DOC.# 10118975

## MORTGAGE

RECORDED 05/21/2012 09:20AM

JOHN LA FAVE

REGISTER OF DEEDS

Milwaukee County, WI

AMOUNT: \$0.00

FEE EXEMPT 4:

DOCUMENT NUMBER:

## RETURN ADDRESS:

Tri City National Bank  
Loan Services  
10909 West Greenfield Avenue, Suite 100  
West Allis, WI 53214

PARCEL I.D. NUMBER: 488-0512-002-8

THIS MORTGAGE dated May 15, 2012, is made and executed between DL & Ty Properties, LLC a/k/a DL & TY Properties LLC (referred to below as "Grantor") and Tri City National Bank, whose address is 7525 West Oklahoma Avenue, Milwaukee, WI 53219 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; privileges, hereditaments, easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Milwaukee County, State of Wisconsin:

The Part of Lot One (1) in Block Four (4) in ASSESSOR'S PLAT NO. 274, being a part of the Northeast One-quarter (1/4) of Section Nine (9) and a part of the Northwest One-quarter (1/4) of Section Ten (10) and Lots Eleven (11), Twelve (12) and a part of Lot Ten (10) Stones Subdivision, Township Six (6) North, Range Twenty-one (21) East, in the City of West Allis, Milwaukee County, State of Wisconsin, which is bounded and described as follows: Commencing at a point 886.87 feet North of and 45 feet East (measured at right angles to the West line of said 1/4 Section) of the Southwest corner of said 1/4 Section, said point being the Northeast corner of South 76th Street and West Beloit Road; thence North and parallel with the West line of said 1/4 Section, 124.75 feet to a point; thence East 78.15 feet to a point; thence South 37° 48' 00" East 50.67 feet to a point in the Northwesterly line of West Beloit Road; thence South 52° 12' 00" West on and along the Northwesterly line of West Beloit Road 138.20 feet to the point of beginning.

Less and except the following described parcel:

That part of Lot One (1) in Block Four (4) in ASSESSOR'S PLAT NO. 274, being a part of the Northeast One-quarter (1/4) of Section Nine (9) and a part of the Northwest One-quarter (1/4) of Section Ten (10) and Lots Eleven (11), Twelve (12) and a part of Lot Ten (10) Stones Subdivision, Township Six (6) North, Range Twenty-one (21) East, in the City of West Allis, Milwaukee County, Wisconsin, bounded and described as follows, to-wit: Commencing at a point 659.03 feet North of the South line and 45 feet East of the West line of said 1/4 Section; thence running North 53° 18' 30" East on and along a line which is 33 feet Northwesterly of and parallel to the centerline of West Beloit Road, 155.26 feet to a point; thence North 36° 41' 30" West and at right angles to said centerline of West Beloit Road, 22 feet to a point; thence South 53° 18' 30" West on and along a line which is 55 feet Northwesterly of and parallel to the centerline of West Beloit Road, 93.20 feet to a point; thence North 62° 47' 50" West, 39.56 feet to a point which is 45 feet East of the centerline of South 76th Street; thence South 1° 11' 30" West on and along a line which is 45 feet East of the centerline of South 76th Street, 72.84 feet to the place of beginning.

## THIS IS A PURCHASE MONEY MORTGAGE

The Real Property or its address is commonly known as 2572 S 76th St, West Allis, WI 53219-2476. The Real Property tax identification number is 488-0512-002-8.

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

This property is not the Grantor's homestead.

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

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

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

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

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

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

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property. (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any

Exhibit B

71337-1



**MORTGAGE  
(Continued)**

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Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

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

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

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

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

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

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

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

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

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

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

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

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgages clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon



# MORTGAGE (Continued)

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satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value, and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

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

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority, acting alone, to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Subrogation.** Grantor covenants that Lender is subrogated to the lien of any mortgage or any other lien which is discharged, whether in whole or in part, by the proceeds of the Note.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Mortgage:

**Proceedings.** If any proceeding in condemnation is commenced, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation or if all or any part of the Property is sold in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award or sale be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award or sale shall mean the award or sale after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation or sale in lieu of condemnation.

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

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

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

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

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

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

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

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

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

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will move, execute and deliver, or will cause



# MORTGAGE (Continued)

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to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refilled, or re-recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue or preserve: (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

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

**FULL PERFORMANCE.** If Grantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

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

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

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

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

**Default in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

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

**Death or Insolvency.** The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

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

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

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

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

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

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

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

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

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

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

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

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

**Foreclosure without Deficiency Judgment.** Grantor agrees to the provisions of Wis. Stats. Section 846.101 (as the same may be amended or renumbered from time to time) if the Real Property is twenty (20) acres or less, and is either (1) a 1-4 family residence that is owner-occupied at the initiation of a foreclosure proceeding, (2) a church, (3) a farm, or (4) is owned by a tax exempt charitable organization. Pursuant to Wis. Stats. Section 846.101, Lender, upon waiving the right to judgment for any deficiency, may conduct a foreclosure sale of the Real Property six (6) months after a foreclosure judgment is entered. If the Real Property is a type other than that described in Wis. Stats. Section 846.101(1), then Grantor agrees to the provisions of Wis. Stats. Section 846.103 (as



# MORTGAGE (Continued)

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the same may be amended or renumbered from time to time) permitting Lender, upon waiving the right to judgment for any deficiency, to conduct a foreclosure sale of the Real Property three (3) months after a foreclosure judgment is entered.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales, and to execute and deliver to the purchasers of the Property deeds of conveyance pursuant to law. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least fifteen (15) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under the Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the indebtedness.

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

**NOTICES.** Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage.

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

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

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

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

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

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

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

**Successors and Assigns.** Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

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

**Borrower.** The word "Borrower" means DL & TY Properties LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

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

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment including without limitation the Comprehensive Environmental



# MORTGAGE (Continued)

Page 6

Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"); the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"); the Hazardous Materials Transportation Act, 49 U.S.C. Section 1601, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means DL & TY Properties LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

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

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

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and, to the extent not prohibited by law, any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

Lender. The word "Lender" means Tri City National Bank, its successors and assigns.

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

Note. The word "Note" means the promissory note dated May 15, 2012, in the original principal amount of \$191,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property, and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

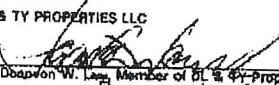
Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now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

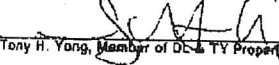
Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

DL & TY PROPERTIES LLC

By:   
Deacon W. Lee, Member of DL & TY Properties LLC

By:   
Tony H. Yong, Member of DL & TY Properties LLC

This Mortgage was drafted by: Chris Stanulewicz for Tri City National Bank

Complete either Authentication Section or Acknowledgment Section

## AUTHENTICATION

Signature(s) of DL & TY Properties LLC authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

MORTGAGE  
(Continued)


Page 7

## LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF WisconsinCOUNTY OF Milwaukee)  
) SS  
)

On this 15 day of May, 20 12, before me, the undersigned Notary Public, personally appeared Donovan W. Lee, Member of DL & TY Properties LLC and Tony H. Yong, Member of DL & TY Properties LLC, and known to me to be members or designated agents of the limited liability company that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Mortgage and is authorized to execute the Mortgage on behalf of the limited liability company.

By

  
Adam J. Mueller  
(Type or Print Name)Residing at 7525 W. Oklahoma Ave  
Milwaukee, WI 53219Notary Public in and for the State of WisconsinMy commission expires 6/14/2015

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

Tri City National Bank vs. DL &amp; TY Properties LLC et al

**Electronic Filing  
Notice**

Case No. 2022CV004054

Class Code: Foreclosure of Mortgage

FILED

06-28-2022

George L. Christenson

Clerk of Circuit Court

2022CV004054

Honorable Kristy Yang-47

Branch 47

DL & TY PROPERTIES LLC  
2572 S. 76TH STREET  
WEST ALLIS WI 53219

Case number 2022CV004054 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 \$20.00 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: 8f22c6**

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 414-278-4120.

Milwaukee County Circuit Court  
Date: June 28, 2022



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

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JOHN DOE TENANT  
2572 S. 76TH STREET  
WEST ALLIS WI 53219

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

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Branch 47

ARCHANA LEE  
7662 W. LAKE POINTE DRIVE  
FRANKLIN WI 53132

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