# SERVICE AND PROCESSING OF CLAIMS

Plaintiff or Claimant: BMO Hannis Bank
Date: 1015 17 2017 CV 0115 20
In-person
Process Server
Claimant
Other
☐ By mail
☐ By email
By fax Received by: Substitute
<ul> <li>➢ Hand deliver to: Ann Marie □ or Janel □</li> <li>➢ Forwarded to Attorney's Office by Ann Marie or Janel □</li> <li>➢ Response from Attorney's Office □</li> </ul>
Common Council Agenda: Yes No No

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FILED
09-29-2017
John Barrett
Clerk of Circuit Court
2017CV011520
Honorable Stephanle
Rothstein 25

Branch 25

#### STATE OF WISCONSIN: CIRCUIT COURT: MILWAUKEE COUNTY

BMO HARRIS BANK N.A., 111 W. Monroe St., Chicago, IL 60603,

Plaintiff.

V.

J.K. LAU INVESTMENTS, LLC, 7828 W. Becher St., West Allis, WI 53219,

J K. LAU PROPERTIES, LLC 7828 W. Becher St., West Allis, WI 53219,

JEFFREY K. LAU, 7828 W. Becher St., West Allis, WI 53219,

JANE DOE, unknown spouse of Jeffery K. Lau., 7828 w. Becher St., West Allis, WI 83219,

VEOLIA ES SOLID WASTE MIDWEST INC., One Honey Creek Corporate Center 125 S. 84<sup>th</sup> St., Suite 200, Milwaukee, WI 53214,

CITY OF WEST ALLIS, 7525 W Greenfield Ave., Room 232, West Allis, WI 53214,

EDWARD H. WOLF AND SONS, INC. f/k/a HOPSON OIL COMPANY
Colette K. Troeller, Registered Agent
414 Kettle Moraine Dr. S
Slinger, WI 53086,

Case Code: 30301, 30404

Amount in controversy is greater than \$10,000.00

Date of Service
Served upon:

[ ] Personal Service [ ] Substitute personal survice [ ] Corporate Service [ ] Posting

RECEIVED

OCT 5 2017

CITY OF WEST ALLIS

SOCIETY INSURANCE, A MUTUAL COMPANY William Bunzel, Registered Agent 150 Camelot Dr., Fond du Lac, WI 54936,

PORTFOLIO RECOVERY ASSOCIATES Corporation Service Company, Registered Agent Bank of America Center, 16th Floor 1111 East Main Street Richmond, VA 23219,

FROEDTERT MEMORIAL LUTHERAN HOSPITAL INC. General Counsel C/O Froedtert Health 9200 W. Wisconsin Avenue Milwaukee, WI 53226,

#### Defendants

#### **SUMMONS**

#### 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 twenty (20) days, or forty-five (45) days for the State of Wisconsin, an officer or agency of the State, or sixty (60) days for the United States of America, an officer or agency thereof, of receiving this Summons and the Complaint you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes. The Court may reject or disregard any 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 Clerk of Circuit Court Civil Division 901 N 9th St., Room 104

Milwaukee, WI 53233

And to plaintiffs' attorneys, whose addresses are:

Carlson Dash, LLC

Attn: Kurt M. Carlson and/or Bryce R. Cox

10411 Corporate Dr.

Suite 100

Pleasant Prairie, WI 53158

You may have an attorney help or represent you.

If you do not provide an Answer within twenty (20) days, 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 anything that is or may be incorrect in the Complaint. A judgment may be

enforced as provided by the 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 29<sup>th</sup> day of September, 2017.

CARLSON DASH, LLC

Attorneys for BMO Harris Bank N.A.

By: /s/ Kurt M. Carlson

Kurt M. Carlson

Bar No. 1087495

Bryce R. Cox

Bar No. 1087881

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FILED 09-29-2017 John Barrett Clerk of Circuit Court 2017CV011520 Honorable Stephanie Rothstein-25

Branch 25

#### STATE OF WISCONSIN: CIRCUIT COURT: MILWAUKEE COUNTY

BMO HARRIS BANK N.A., 111 W. Monroe St., Chicago, IL 60603,

Plaintiff,

v.

J.K. LAU INVESTMENTS, LLC, 7828 W. Becher St., West Allis, WI 53219,

J K. LAU PROPERTIES, LLC 7828 W. Becher St., West Allis, WI 53219,

JEFFREY K. LAU, 7828 W. Becher St., West Allis, WI 53219,

JANE DOE, unknown spouse of Jeffery K. Lau., 7828 w. Becher St., West Allis, WI 83219,

VEOLIA ES SOLID WASTE MIDWEST INC., One Honey Creek Corporate Center 125 S. 84<sup>th</sup> St., Suite 200, Milwaukee, WI 53214,

CITY OF WEST ALLIS, 7525 W Greenfield Ave., Room 232, West Allis, WI 53214,

EDWARD H. WOLF AND SONS, INC. f/k/a HOPSON OIL COMPANY Colette K. Troeller, Registered Agent 414 Kettle Moraine Dr. S Slinger, WI 53086,

Case Code: 30301, 30404

Amount in controversy is greater than \$10,000.00

SOCIETY INSURANCE, A MUTUAL COMPANY William Bunzel, Registered Agent 150 Camelot Dr., Fond du Lac, WI 54936,

RECEIVED

OCT 5 2017

CITY OF WEST ALLIS

CITY CLERK

PORTFOLIO RECOVERY ASSOCIATES Corporation Service Company, Registered Agent Bank of America Center, 16th Floor 1111 East Main Street Richmond, VA 23219,

FROEDTERT MEMORIAL LUTHERAN HOSPITAL INC. General Counsel C/O Froedtert Health 9200 W. Wisconsin Avenue Milwaukee, WI 53226,

Defendants.

#### **COMPLAINT**

Plaintiff, BMO Harris Bank N.A., by and through its attorneys, Carlson Dash, LLC, as and for its Complaint against the Defendants, hereby alleges and shows to the Court as follows:

#### **PARTIES**

- 1. Plaintiff BMO Harris Bank, N.A. ("BMO" and/or the "Bank"), is a national financial institution with offices located at 111 W. Monroe St, Chicago, Illinois 60603.
- 2. Upon information and belief, Defendant J.K. Lau Investments, LLC ("Lau Investments") is a domestic limited liability company with a registered agent of service listed as Jeffrey K. Lau, located at 7828 W. Becher St., West Allis, WI 53219, and a principal office located at 7828 W. Becher St., West Allis, WI 53219.
- 3. Upon information and belief, Defendant J.K. Lau Properties, LLC ("Lau Properties") is a domestic limited liability company with a registered agent of service listed as Jeffrey K. Lau, located at 7828 W. Becher St., West Allis, WI 53219, and a principal office located at 7828 W. Becher St., West Allis, WI 53219.

- 4. Upon information and belief, Defendant Jeffrey K. Lau ("Lau") is an adult resident of the State of Wisconsin.
- 5. Upon information and belief, Defendant Jane Doe, unknown spouse of Jeffrey K. Lau. is an adult resident of the State of Wisconsin.
- 6. Upon information and belief, Defendant Veolia ES Solid Waste Midwest, Inc., is a domestic corporation established pursuant to the laws of Wisconsin, with a registered agent of service listed as CT Corporation System, located at 8025 Excelsior Dr., Suite 200, Madison, WI 53717, and a principal place of business listed as One Honey Creek Corporate Center, 125 S. 84th St., Suite 200, Milwaukee, WI 53214. Said Defendant may have or may claim to have an interest in real property involved in this dispute by the following:

Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on April 1, 2013, Case No. 12SC3600, in favor of Veolia ES Solid Waste Midwest Inc, PO Box 456, Muskego, WI 53150, creditor, vs. 57 Bar LLC, 5632 W Burnham St, West Allis, WI 53219-1519, debtor.

- 7. Upon information and relief, Defendant City of West Allis is a corporate, governmental body and a political subdivision of the State of Wisconsin, established pursuant to the laws of Wisconsin. Said Defendant may have or may claim to have an interest in real property involved in this dispute by the following:
  - (a) Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on June 16, 2016, Case No. 16TJ848, in favor of City of West Allis, 7525 W Greenfield Ave, West Allis, WI 53214, creditor, vs. J K Lau Investments LLC, 7828 W Becher St, c/o Jeffrey K Lau, Reg Agent, West Allis, WI 53219, debtor.
  - (b) Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on December 15, 2016, Case No. 16SC23696, in favor of City of West Allis, 7525 W Greenfield Ave, West Allis, WI 53214, creditor, vs. JK Lau Investments LLC, 7828 West Becher Street, West Allis, WI 53219, debtor.

8. Upon information and belief, Defendant Edward H. Wolf and Sons, Inc. f/k/a Hopson Oil Company, is a domestic corporation established pursuant to the laws of Wisconsin, whose registered agent for service listed as Colette K. Troeller, located at 414 Kettle Moraine Dr. S., Slinger, WI 53086, and whose principal place of business is located at 414 Kettle Moraine Dr. S., Slinger, WI 53086. Said Defendant may have or may claim to have an interest in real property involved in this dispute by the following:

Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on January 31, 2011, Case No. 11TJ117, in favor of Hopson Oil Company, 1225 White Rock Ave, Waukesha, WI 53187, creditor, vs. Jeffrey K. Lau, 7828 W Becher St, Milwaukee, WI 53219, debtor.

9. Upon information and belief, Defendant Society Insurance, is a domestic corporation established pursuant to the laws of Wisconsin, whose registered agent for service is listed as William Bunzel, located at 150 Camelot Drive, Fond du Lac, WI 54936, and whose principal place of business located at 150 Camelot Drive, Fond du Lac, WI 54936. Said Defendant may have or may claim to have an interest in real property involved in this dispute by the following:

Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on October 28 2011, Case No. 11SC26359, in favor of Society Insurance, 150 Camelot Drive, Fond du Lac, WI 54936, creditor, vs. Jeffrey Lau, 5632 West Burnham Avenue, West Allis, WI 53219, debtor

10. Upon information and belief, Defendant Portfolio Recovery Associates, L.L.C. is a foreign corporation established pursuant to the laws of Delaware, whose registered agent for service is listed as Corporation Service Company located at 1111 East Main St., 16<sup>th</sup> Floor, Richmond, VA 23219, and whose principal place of business is listed as 120 Corporate Blvd., Norfolk, VA 23502. Said Defendant may have or may claim to have an interest in real property involved in this dispute by the following:

Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on August 21, 2012, Case No. 12SC23137, in favor of Portfolio Recovery Associates, P O Box 12914, Norfolk, VA 23541, creditor, vs. Jeffrey K. Lau, 7828 W Becher St, West Allis, WI 53219, debtor.

11. Upon information and belief, Defendant Froedtert Memorial Lutheran Hospital, Inc., is a non-stock domestic corporation established pursuant to the laws of Wisconsin, whose registered agent for service is listed as General Counsel c/o Froedtert Health, located at 9200 W. Wisconsin Ave., Milwaukee, WI 53226, and whose principal place of business is listed as 9200 W. Wisconsin Ave., Milwaukee, WI 53226 Said Defendant may have or may claim to have an interest in real property involved in this dispute by the following:

Judgment docketed in the Circuit Court for Milwaukee County, Wisconsin, on August 14, 2014, Case No. 13CV11702, in favor of Froedtert Memorial Lutheran Hospital Inc, 9200 W Wisconsin Ave, Milwaukee, WI 53226, creditor, vs. Jeffrey Lau, 7828 W Becher St, West Allis, WI 53219, debtor.

#### JURISDICTION AND VENUE

- 12. Jurisdiction in the Wisconsin Circuit Court is proper pursuant to Wis. Stat. § 801.05(1) as to all Defendants.
- 13. Venue is proper in this Circuit pursuant to Wis. Stat. § 801.50(2), because the facts and circumstances giving rise to the claims asserted herein, including the physical location of real property at issue, arose in Milwaukee County, Wisconsin.

# FIRST CAUSE OF ACTION Money Judgment - Breach of Promissory Note

- 14. The allegations set forth in all preceding paragraphs are realleged and incorporated by reference, as if fully restated.
- 15. On or around October 16, 2014, Lau Investments, for good and valuable consideration, executed and delivered to BMO's predecessor in interest, M&I Marshall & Ilsley Bank, a promissory note in the original principal amount of \$222,410.18 (as may have been

amended, restated, changed, or extended from time to time, including but not limited to that promissory note dated July 27, 2007, the "Lau Investments Note"). A true and accurate copy of Lau Investments Note is attached hereto as **Group Exhibit A**.

- 16. Lau Investments failed to pay the amounts owing under the Lau Investments Note as the came due, and is in default.
- 17. As a result of said default, pursuant to the terms and conditions of the Lau Investments Note, BMO declared the entire unpaid principal balance, including all accrued unpaid interest and other permitted costs, fees, and charges, immediately due and payable.
- 18. Despite BMO's demand for all sums due and owing under the terms of the Lau Investments Note, Lau Investments has failed, refused, and/or neglected to pay said obligations.
- 19. As of July 11, 2017, according to the terms and conditions of the Lau Investments Note, there is due and owing to BMO the following:

Principal	\$133,447.14
Interest	\$14,561.53
Bank Fees	\$130.00
Legal Fees**	\$3,037.69
Late Charges	\$813.92
Total*	\$151,990.28

<sup>\*</sup>With interest accruing at the rate of \$20.3877575 per day, together with attorneys' fees and costs incurred enforcing the Promissory Note; further, said amount may not be inclusive of all fees due and owing under the terms of the Lau Investments Note.

- 20. BMO is the lawful owner and holder of the Lau Investments Note and attendant loan documents, and no proceedings have been had at law or otherwise for recovery of the sums secured by said Note except the present action.
  - 21. The Lau Investments Note and attendant loan documents expressly permit BMO

<sup>\*\*</sup>Legal fees may or may not be an accurate accounting as of July 11, 2017 as a result of time differentials in invoicing.

to recover all attorneys' fees, costs, and expenses, including expenses for bankruptcy proceedings, appeals proceedings, and other court costs.

22. BMO has fulfilled all of its requirements and conditions under the Lau Investments Note and attendant loan documents.

#### **SECOND CAUSE OF ACTION**

#### Foreclosure of Mortgage - Breach of Lau Investments Mortgage

- 23. The allegations set forth in all the above paragraphs are realleged and incorporated by this reference as if fully restated here.
- 24. On or about July 27, 2007, for good and valuable consideration, including but not necessarily limited to further incentive for BMO's predecessor in interest, M&I Marshall & Ilsley Bank, to extend credit and/or loans to Lau Investments and/or Lau, Lau Investments and Lau Properties executed and delivered to BMO's predecessor a mortgage (the "Lau Investments Mortgage") to real property commonly known as 5632 W. Burnham St., West Allis, WI 53219 (the "Lau Investments Property").
- 25. The Lau Investments Mortgage was duly recorded in the Office of the Milwaukee County Register of Deeds on October 2, 2007 as Document No. 09502388. A true and correct copy of which is attached hereto and marked as **Exhibit B**.
  - 26. The Lau Investments Property is known and legally described as follows:

Lot 8 in Block 2 in McGeoch Farm Subdivision No 1, being part of the Northwest ¼ and Southwest ¼ of Section 2, in Township 6 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin.

Parcel ID (for identification only): 455-0031-001

27. The right, title and interest of claim of each of the Defendants in the Lau Investments Property is subject and subordinate to BMO's right, title and interest in the Lau Investments Property.

- 28. The Lau Investments Property is commercial property and not the homestead of any Defendant, is twenty acres or less in area, and is so situated that a sale as a whole would be beneficial to the parties hereto.
- 29. BMO is the lawful owner and holder of the Lau Investments Mortgage and attendant loan documents, and no proceedings have been had at law or otherwise for recovery of the sums secured by said Mortgage except the present action, and no part thereof has been paid or collected except as set forth herein.
- 30. BMO has elected to reserve its right to seek a deficiency judgment pursuant to Wis. Stat. § 846.103(1), and is therefore entitled to sell the Lau Investments Property upon the expiration of six months from the date when judgment is entered. If the Lau Investments Property is vacant and abandoned, BMO, pursuant to Wis. Stat. § 846.102, is entitled to sell the Lau Investments Property upon the expiration of five (5) weeks from the date when judgment is entered.
- 31. BMO has fulfilled all conditions it had with respect to the Lau Investments Mortgage, the Lau Investments Note, and all related loan documents.

# THIRD CAUSE OF ACTION Replevin – Breach of Commercial Security Agreement

- 32. The allegations set forth in all the above paragraphs are realleged and incorporated by this reference as if fully restated here.
- 33. On or about July 27, 2007, for good and valuable consideration, including but not necessarily limited to further incentive for BMO's predecessor in interest, M&I Marshall & Ilsley Bank, to extend credit and or loans to Lau Investments and/or Lau, Lau Investments executed and delivered to BMO's predecessor in interest a security agreement ("Security Agreement") pledging certain assets owned by Lau Investments as security and collateral for the

Lau Investments Note ("Collateral"). A true and accurate copy of the Security Agreement is attached hereto as **Exhibit C**, and incorporated herein by reference.

- 34. The Bank perfected its security interest in the Collateral by filing a UCC financing statement with the Wisconsin Secretary of State. True and correct copies, which are attached hereto, of the UCC financing statement, amendment to the UCC financing statement and related to continuation statement, marked as **Group Exhibit D**, and are incorporated herein by reference.
- 35. The Wisconsin Uniform Commercial Code, including, but not limited to Wis. Stat. § 409.619, provides that after a default a secured party may take possession of collateral.
- 36. Accordingly, by virtue of Lau Investments' failure to make payments due under the Lau Investments Note and other defaults, BMO became entitled to immediate possession of the Collateral but Lau Investments has failed, neglected, and/or refused to turn over possession of the Collateral.
- 37. BMO is the lawful owner and holder of the Commercial Security Agreement and all related loan documents and, upon information and belief, the Collateral has not been taken for any tax, assessment, or fine levied by virtue of any law of this state against the property of Lau Investments, nor has the Collateral been seized under any lawful process or been subjected to such lawful process, nor is it held by virtue of any order of replevin against Lau Investments.
- 38. The Bank also claims the value of any Collateral not delivered to BMO or an officer under the order for replevin entered by the Court.

# FOURTH CAUSE OF ACTION Money Judgment – Breach of Commercial Guaranty

39. The allegations set forth in all the above paragraphs are realleged and incorporated by this reference as if fully restated here.

- 40. On or about July 27, 2007, for good and valuable consideration, including but not necessarily limited to further incentive for BMO's predecessor in interest, M&I Marshall & Ilsley Bank, to extend credit and or loans to Lau Investments, Lau executed a commercial guaranty whereby he unconditionally guaranteed all amounts due under the Lau Investments Note, including, attorneys' fees, costs and expenses of collection (the "Lau Guaranty"). A true and correct copy of the Lau Guaranty is attached hereto, marked as **Exhibit E**, and incorporated herein by reference.
- 41. BMO is the lawful owner and holder of the Lau Guaranty and all related loan documents.
  - 42. Lau Investments defaulted under the terms of the Lau Investments Note.
- 43. Despite demand by the Bank, Lau has failed and continues to fail to pay the amounts due under the Lau Investments Note and the Lau Guaranty.
- 44. As a result of the foregoing, Lau is liable to the Bank for the amounts owed under Lau Investments Note and the Lau Guaranty, including but not limited to, principal, interest, attorneys' fees, and court costs.
- 45. As of May 23, 2017, the amount of \$149,492.77 is due and owing under the Lau Investments Note, as set forth above, for which Lau is liable for under the Lau Guaranty and related loan documents. Additional interest, costs and fees, including attorneys' fees, continue to accrue as set forth under the Lau Investments Note, Lau Guaranty, and related loan documents.

# FIFTH CAUSE OF ACTION Money Judgment - Breach of Lau Note

- 46. The allegations set forth in all preceding paragraphs are realleged and incorporated by reference, as if fully restated.
  - 47. On or around June 17, 2005, Lau, for good and valuable consideration, executed

and delivered to BMO's predecessor in interest, M&I Marshall & Ilsley Bank, a Promissory Note in the original principal amount of \$168,350.00 (as may have been amended, restated, changed, or extended from time to time, the "Lau Note"). A true and accurate copy of the Lau Note is attached hereto as **Group Exhibit F**.

- 48. Lau failed to pay the amounts as they come due under the Lau Note and is in default.
- 49. As a result of said default, pursuant to the terms and conditions of the Lau Note, BMO declared the entire unpaid principal balance, including all accrued unpaid interest and other permitted costs, fees, and charges, immediately due and payable.
- 50. Despite BMO's demand for all sums due and owing under the terms of the Lau Note, the Lau has failed, refused, and/or neglected to pay said obligations.
- 51. As of July 11, 2017, according to the terms and conditions of the Lau Note, there is due and owing to BMO the following:

Principal	\$131,023.39
Interest	\$6,966.07
Bank Fees	\$130.00
Late Charges	\$565.90
Total*	\$138 685 36

<sup>\*</sup>With interest accruing at the rate of \$20.0174623 per day, together with attorneys' fees and costs incurred enforcing the Lau Note; further, said amount may not be inclusive of all fees due and owing under the terms of the Lau Note.

- 52. BMO is the lawful owner and holder of the Lau Note, and no proceedings have been had at law or otherwise for recovery of the sums secured by said Note except the present action.
- 53. The Lau Note and attendant loan documents expressly permit BMO to recover all attorneys' fees, costs, and expenses, including expenses for bankruptcy proceedings, appeals

proceedings, and other court costs.

54. BMO has fulfilled all of its requirements and conditions under the Lau Note and attendant loan documents.

# SIXTH CAUSE OF ACTION Foreclosure of Mortgage – Breach of the 2923 Lau Mortgage

- 55. The allegations set forth in all the above paragraphs are realleged and incorporated by this reference as if fully restated here.
- 56. On or about June 17, 2005, for good and valuable consideration, including but not necessarily limited to further incentive for BMO's predecessor in interest, M&I Marshall & Ilsley Bank, to extend credit and/or loans to Lau and/or Lau Investments, Lau executed and delivered to BMO's predecessor a mortgage ("2923 Lau Mortgage") to real property commonly known as 7828 W. Becher St., West Allis, WI 53219 ("Lau Property").
- 57. The 2923 Lau Mortgage was duly recorded in the Office of the Milwaukee County Register of Deeds on July 21, 2005 as Document No. 09052923. A true and correct copy of which is attached hereto and marked as **Exhibit G**.
  - 58. The Lau Property is known and legally described as follows:

Lot Twelve (12), in Block Three (3), in Conklin Park Subdivision, a part of the Southeast One-quarter (1/4) of Section Four (4), Township Six (6) North, Range Twenty-one (21) East, in the City of West Allis, Milwaukee, Wisconsin.

Parcel ID (for identification only): 477-0173-000

- 59. The right, title and interest of claim of each of the defendants in the Lau Property is subject and subordinate to BMO's right, title and interest in the Lau Property.
- 60. The Lau Property, according to the 2923 Lau Mortgage, is commercial property and not the homestead of any Defendant, is twenty acres or less in area, and is so situated that sale as a whole would be beneficial to the parties hereto.

- 61. BMO is the lawful owner and holder of the 2923 Lau Mortgage and no proceedings have been had at law or otherwise for recovery of the sums secured by said Mortgage except the present action and that no part thereof has been paid or collected except as set forth herein.
- 62. BMO has elected reserve its right to seek a deficiency judgment pursuant to Wis. Stat. § 846.103(1) and is therefore entitled to sell the Lau Property upon the expiration of six months from the date when judgment is entered. If the Lau Property is vacant and abandoned, BMO, pursuant to Wis. Stat. § 846.102, is entitled to sell the Lau Property upon the expiration of five (5) weeks from the date when judgment is entered.
- 63. BMO has fulfilled all conditions it had with respect to the 2923 Lau Mortgage, Lau Note, and all related loan documents.

#### <u>SEVENTH CAUSE OF ACTION</u> Foreclosure of Mortgage – Breach of the 6921 Lau Mortgage

- 64. The allegations set forth in all the above paragraphs are realleged and incorporated by this reference as if fully restated here.
- 65. On or about July 27, 2007, for good and valuable consideration, including but not necessarily limited to further incentive for BMO's predecessor in interest, M&I Marshall & Ilsley Bank, to extend credit and/or loans to Lau and/or Lau Investments, Lau executed and delivered to BMO's predecessor a mortgage ("6921 Lau Mortgage") to real property commonly known as 7828 W. Becher St., West Allis, WI 53219 ("Lau Property").
- 66. The 6921 Lau Mortgage was duly recorded in the Office of the Milwaukee County Register of Deeds on August 30, 2007 as Document No. 09486921. A true and correct copy of which is attached hereto and marked as **Exhibit H**.
  - 67. The Lau Property is known and legally described as follows:

Lot Twelve (12), in Block Three (3), in Conklin Park Subdivision, a part of the Southeast One-quarter (1/4) of Section Four (4), Township Six (6) North, Range Twenty-one (21) East, in the City of West Allis, Milwaukee, Wisconsin.

Parcel ID (for identification only): 477-0173-000

- 68. The right, title and interest of claim of each of the defendants in the Lau Property is subject and subordinate to BMO's right, title and interest in the Lau Property.
- 69. The Lau Property, according to the 6921 Lau Mortgage, is commercial property and not the homestead of any Defendant, is twenty acres or less in area, and is so situated that sale as a whole would be beneficial to the parties hereto.
- 70. BMO is the lawful owner and holder of the 6921 Lau Mortgage and no proceedings have been had at law or otherwise for recovery of the sums secured by said Mortgage except the present action and that no part thereof has been paid or collected except as set forth herein.
- 71. BMO has elected reserve its right to seek a deficiency judgment pursuant to Wis. Stat. § 846.103(1) and is therefore entitled to sell the Lau Property upon the expiration of six months from the date when judgment is entered. If the Lau Property is vacant and abandoned, BMO, pursuant to Wis. Stat. § 846.102, is entitled to sell the Lau Property upon the expiration of five (5) weeks from the date when judgment is entered.
- 72. BMO has fulfilled all conditions it had with respect to the 6921 Lau Mortgage, Lau Note, and the related loan documents.

#### PRAYER FOR RELIEF

WHEREFORE, BMO demands judgment against the Defendants as follows:

A. A money judgment against Lau Investments for the amounts owning under the

Lau Investments Note including all applicable interest, costs, fees, and attorneys' fees and costs;

- B. A judgment of foreclosure and sale be entered against all defendants pursuant to the Lau Investments Mortgage and in accordance with Wis. Stat. § 846.103(1) and/or Wis. Stat. § 846.102;
- C. A judgment of replevin against Lau Investments, for the immediate turnover of all the Collateral;
- D. A money judgment against Lau for the amounts owing under the Lau Investments

  Note and the Lau Note, including all applicable interest, costs, fees, and attorneys' fees and
  costs;
- E. A judgment of foreclosure and sale be entered against all defendants pursuant to the 2923 Lau Mortgage and in accordance with Wis. Stat. § 846.103(1) and/or Wis. Stat. § 846.102.
- F. A judgment of foreclosure and sale be entered against all defendants pursuant to the 6921 Lau Mortgage and in accordance with Wis. Stat. § 846.103(1) and/or Wis. Stat. § 846.102.
- G. A judgment finding that all defendants, including all persons claiming under them, be barred and foreclosed from all right, claim, lien, title, and equity of redemption in or to the Lau Investments Property and the Lau Property (collectively, the "Subject Property"), except as provided by law;
- H. A judgment finding that all defendants or persons in possession or otherwise occupying the Subject Property be enjoined and restrained from committing waste during the pendency of the action;
- I. A judgment finding that BMO may take all necessary steps to secure, protect, and/or winterize the Subject Property until such time as this matter is concluded; and

- J. BMO seeks permission, pursuant to Wis. Stat. § 846.09, to amend its pleadings to add any other parties it determines necessary during these proceedings; and
  - K. Any and all other relief that the Court deems just, appropriate, and equitable.

Dated this 29<sup>th</sup> day of September, 2017.

CARLSON DASH, LLC Attorneys for BMO Harris Bank, N.A.

By: /s/ Kurt M. Carlson

Kurt M. Carlson WI Bar No. 1087495 Martin W. Wasserman State Bar No. 1098789 Bryce R. Cox WI Bar No. 1087881

Carlson Dash, LLC 10411 Corporate Dr., Suite 100

Pleasant Prairie, WI 53158

Tel: 262-857-1600 Fax: 262-857-1619

kcarlson@carlsondash.com mwasserman@carlsondash.com

bcox@carlsondash.com

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GROUP EXHIBIT A

\*XAM280955101620140000002472690040762668

BMO (A) Harris Bank

John Barrett
Clerk of Circuit Court
2017CV011520
Honorable Stephanie
Rothstein-25
Branch 25

#### PROMISSORY NOTE

Principal Loan Date Maturity Loan No Call ( Coli Account Officer Initials \$222,410.18 10-16-2014 10-27-2019 01E1 / 9780 9BQ

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item Any item above containing "\*\*\*" has been omitted due to text length limitations

Borrower:

J.K. Lau Investments, LLC 7828 W. Becher St. West Allis, WI 53219-1146 Lender:

BMO Harris Bank N.A. 111 W Monroe Street Chicago, IL 60603-4095

Principal Amount: \$222,410.18

Date of Note: October 16, 2014

PROMISE TO PAY. J.K. Lau investments, LLC ("Borrower") promises to pay to BMO Harris Bank N.A. ("Lender"), or order, in lawful money of the United States of America, the principal amount of Two Hundred Twenty-two Thousand Four Hundred Ten & 18/100 Dollars (\$222,410.18), together with interest on the unpaid principal balance from October 27, 2014, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 5.500%, 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 59 regular payments of \$2,034.86 each and one irregular last payment estimated at \$155,375.52. Borrower's first payment is due November 27, 2014, and all subsequent payments are due on the same day of each month after that Borrower's final payment will be due on October 27, 2019, 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 amounts (whether for principal, interest, fees, charges or otherwise) then due; provided that any prepayments or partial payments, and any payments during the existence of any Event of Default, shall be applied in such order and manner as the Lender shall determine. 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.

PREPAYMENT. Sorrower agrees that all ioan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to returnd upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty 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 Sorrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal belance 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 Sorrower 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: BMO Harris Bank N.A., Attr. Loan Accounting, 1200 Warrenville Rd., 2nd Floor Naperville, IL 60563.

LATE CHARGE. If a payment is 10 days or more lists, forecover will be charged 5.000% of the regularly scheduled payment or \$15.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by 5.000 percentage points. 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 Lerder and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any losn, extension of cradit, 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 Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garrishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good tailth dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender montes or a surety bond for the creditor or forfeiture proceeding in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guaranter. Any of the preceding events occurs with respect to any Guaranter of any of the indebtedness or any Guaranter dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness ovidenced 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. Lander in good faith believes itself insecure.

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

AMENOMENTS AND/OR MODIFICATIONS. No amendment or waiver of any provision of this Note, nor consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be in writing and signed by the Lender. The Lender may amend this Note by written notice to the Borrower without the need to obtain the prior approval of the Borrower. Any such air end nent to this Note shall be effective thirty (30) days after notice of such amendment is sent to the Borrower.

ATTORNEYS' FEES EXPENSES. Lander may hire or pay someone else to help or lect this Note if Borrower dies not pay. Romower 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 low-suit, including attorneys' fees, expenses for bankruptcy proceedings (Including afforts 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 baseby 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 Blacks without regard to its conflicts of law previsions. This Note has been accepted by Lander in the State of Blacks.

CHCICS OF VENUE. If there is a lawsuit. Borrower agrees upon London's request to submit to the jurisdiction of the courts of Cook County, State of Illinoid.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lander reserves a right of setoff in all Borrower's accounts with Lendar (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 IPA or Keegh accounts, or any trust accounts for which satoff would be prohibited by applicable law. To charge or setoff all aums owing on the indebtedness against any and at such accounts, and let Lender's option, to administratively freeze all such accounts to allow lender to protect Lender's charge and setoff rights provided in this paragraph.

ANNUAL REVIEW. The Sorrower agrees to furnish such information respecting the business, assets, and financial condition of the Borrower as Lender may reasonably request from time to time. The Borrower shall furnish such information as soon as possible, but in any event within thirty (30) days after request. Based upon this information Lender will conduct an arrow of your term loan. Borrower also agrees that Lender may obtain a credit bursau report on the Borrower and the Guarantor in order to evaluate the Borrower's eligibility for a loan. The Borrower and Source and Guarantor and their obligations under this filete with Borrower's references, other businesses (including affiliates of the Lender), or any Guarantor, and gredit reporting spendies and may confirm any information provided by the Borrower.

RETURNED PAYMENT FEE. If the Borrower makes a payment that is returned unpute for any reason, the Borrower shall be charged a returned payment fee of \$25,00. At its option, the Lender may assess this fee the first time the payment is not honorad, even if it is paid upon rescondesion.

INFORMATION REGARDING PAYMENTS. If any payment on this Note becomes due on a Safurday, for a day which is a legal holiday for banks in the State of Times, such payment shall be made on the next sank business day and any such extension shall be included in computing interest housen.

ADDITIONAL TERMS AND CONDITIONS. See Business Loan Agreement dated Outober 16, 2014 between Borrower and Lender, as the same may be serended, modified, or restated from time to time.

PRIOR NOTE. This Promissory Note is issued in substitution and replacement for, but not in nevation or discharge of, the Promissory Note detection of July 27, 2014 in the principal emount of \$224,040.24. Irom Borrower to Lender, together with all renewals of, extensions of, modifications of and conscilinations for the Promissory Note.

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 cenefit of Lencer and its successors and assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the real of the Note. Lendon hay delay or forgotenforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or andoresis this Note, to the extent allowed by lew, waive presentment, dentand for payment, and notes of dishoror. Upon any change in the forms of this Note, and unless otherwise expressly stated in writing, he party who signs this Note, whether as maker, guarantee, accommodation maker or endorser, shall be released from liability. All such parties agree that, Lencer may rank or extend presented and to any english of time) this loan or release any party or guarantee or collaterar; or impair, fail to realize upon or perfect Lender's security interest in the collaterar; 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 need by this loan without the consent of or notice to anyone. All such parties also agree that Lender this Note are joint and several.

ILLINOIS INSURANCE NOTICE. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lander, Lender may purchase insurance at Borrower's expense to protect Lender's interests in the collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that purchases insurance for the collateral. Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the pascenent of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to obtain on Borrower's total cutstanding belance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on Borrower's own.

Loan Nos

#### PROMISSORY NOTE (Continued)



Page 3

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNBERSTOOD 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.

J.K. LAUTINVESTMENTS, LLC

Jeffrey K. Lau Member of J.K. Lau Investments

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#### PROMISSORY NOTE

Principal \$275,000.00	Loen Date 07-27-2007	Meturity 07-27-2010	Loan No	Call / Coll E100 / CO	Account	Officer 21220	Initials
Hafarensas in 18	e shaded area are	for Lender's use only	v and do out lood th	o applicable of this	document in sec. 15	Ironar manusis	<b>\$41</b> : \$154

Borrower:

J.K. Lau Investments, LLC

7828 W Becher St West Allis, WI 53219 Lender:

M&I Marshall & Ilslay Sank

West Alls

7000 W Greenfield Ave West All.s. Wi 53214

Principal Amount: \$275,000.00

Interest Rate: 8.150%

Date of Note: July 27, 2007

PROMISE TO PAY. J.K. Lau Investments. LLC ("Borrower") promises to pay to Mill Marabell & Raley Benk ("Leader"), or order, in lawful money of the United States of America, the principal amount of Two Hundred Seventy-live Thousand & 00/100 Dollars (\$275,000,00), together with interest at the rate of 8 150% per annum on the unpaid principal balance from July 27, 2007, 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 35 regular payments of \$2,346.99 each and one irregular last payment entimated at \$258,887.19 Borrower's first payment is due August 27, 2007, and all subsequent payments are due on the same day of each month after that. Burrower's final payment will be due on July 27, 2010, and all subsequent payments are due on the same day of each month after that. Burrower's final payment will be due on July 27, 2010, and will be for all principal and all socred interest not yet paid. Payments include principal and interest universes agreed or required by applicable law, payments will be applied to appricable to principal, late charges, and escrew. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal halance, multiplied by the actual number of days the principal halance is outstanding Berrower will pay Londer at Lander's address shown above or at such other place as Lender may designate in writing

PREPAYMENT. Someway agrees that all bein fees and other prepaid immose charges are earned fully as of the date of the lean and will not be subject to return approve any payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the taregoing. Borrower may pay without penalty 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 decrinice to make payments under the payment schedule. Bother, early payments will reduce the principal habance due and may result in Borrower's making fower payments. Borrower agrees not to send Lender payments marked "payment, Lender reay accept it without losting any of Lender's rights under ross Nota, and Borrower will remain obligated to pay any further amount owed to Lender. All writish commitmations 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. M& Marshail & Baley Bank, P.O. 3114 Milwankae, WI 53201-3114.

LATE CHARGE. If a payment is 10 days or more late. Borrower will be cludged 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 by 3 000 percentage points. However, in no event will the interest rate exceed the maximum interest rate invitations 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 Nute

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

Default in Pavor of Third Parties. Surrower or any Granton defaults under any loan, extension of credit, security egreement, purchase or sales agreement, or any other agreement, in Tavor of any other creditor or person that may meterally affect any of Borrower's property or Borrower's anisty to recey this Note or perform Burrower's colligations 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 ochalf under the Note or the related documents, at false or inisleading in any meternal respect, orther new or at the time made or turnished or benchies talse or misleading at any time thereafter.

Death or incolvency. The dissolution of Burrower (regardless of whether election to continue is shade), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the doubt of any member, the insolvency of Corrower, the appointment of a receiver for any part of Borrower's property, any exaggreem for the banafit of creditors, any type of creditor storked), or the commencement of any processing under any pankruptcy or insolvency laws by or against Borrower.

Creditor or Forfesture Proceedings. Commencement of foreclosure or forfesture proceedings, whether by judicial proceeding, self-folip, representation for any other method, by any creditor of Serrower or by any governmental agency against any collected seconing the loan. This includes a gameshment of any of Borrower's accounts, including appoint accounts, with Lender. However, this Event of Default shell not apply if there is a good light alogoust by Borrower as to the validity or reasonableness of the clean which is the basis of the creditor or forfesture proceeding and if Borrower gives Lender written notice of the creditor or forfesture proceeding, in an amount determined by Londer, in its sole discretion, as being an adequate faceive or bond for the discretion, as being an adequate

# PROMISSORY NOTE (Continued)

Loan Not

Page 2

Events Attenting Guarantor. Any of the preceding events occurs with respect to any Sagrentor of any of the indebtamess or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or habitity those, any guaranty of the indebtedness evidenced by this Note. In the event of a death, Lunder, at its option, may, but shall not be required to, period the Guaranter's estate to assume unconcreptably the obligations at single-rich guaranty in a manner satisfactory to Lender, and, in doing so, our any Event of Dafquit

Adverse Change. A material adverse change occurs in Borrower's financial candition, or Londor believes the prospect of payment or parformance of this Note is impaired.

Insocurity. Lender in good faith believes itself insecure

LENDER'S RIGHTS. Upon default, Lander may declare the entire unpoid principal balance under this Note and all accrued unpaid interest anniveduately due, and their Sorrower will pay that annuant.

ATTORNEYS' FEES, EXPENSES. Lender may here 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 fegal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to auditor to a latter sums provided by law. Borrower also will pay any court costs, in addition to a liother sums provided by law.

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

GOVERNING LAW. This Note will be governed by federal law applicable to Londor and, to the extent not preempted by federal law, the taws 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.

CHOICE OF VENUE. If there is a lawsest, Bestower agrees upon London's request to submit to the guisdiction of the courts of Milwaukee County, State of Wisconsin

DISHONORED (TEM FEE. Borrower will pay a fee to Lender of \$15.00 if Borrower makes a payment on Borrower's loan and the check or presuphorized 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 decrewer's accounts with Lender (whether checking, savings, or some other accounts. Thes includes all accounts Borrower holds parity with someone also and all accounts Borrower new apen in the future. However, this does not include any IRA or Keigh accounts, or any trust accounts for which setoff would be provided by law. Borrower authorizes Lander, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtodness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender's object.

ISDA. Obligations and Indectedness includes, without I,m tation all obligations, indebtedness and liabilities arising pursuant to or in connection with any interest rate awap transaction, basis swap, forward rate transaction, interest rate option or any similar transaction between the Borrower and Lender

SUCCESSOR INTERESTS. The terms of this Note shall be sinding upon Barrower, and upon Sorrower's hoirs, personal representatives, successors and assigns, and shall make to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. This Note benefits Lender and its successors and awages, and binds Bottower and Bottower's heirs, successors, assigns, and representatives. If any part of this Note cannot be enforced, this fact will not diffect the rest of the Note. Lender may delay or furgo enforcing any of its rights or remodes under this Note without losing them. Bottower and any other person who aigns, 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 unloss otherwise expressly stated as writing, no party who agos this Note, whether as maker, guaranter, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend depended by law, the collatural, 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. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone the modification is made. The obligations under this Note are juint 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

JK LAU HENESTMENTAL LLC

Jeffrey K. Lau Member of J.K. Lau Investments, LLC



### DOC.# 09502388

REGISTER'S OFFICE | SS Milwaukee County, WI|

RECORDED 10/02/2007 10:59AM

JOHN LA FAVE
REGISTER OF DEEDS
AMOUNT: 29.00

**MORTGAGE** 

**DOCUMENT NUMBER** 

RETURN ADDRESS.
M&i Marshall & Ilsley Bank
Collateral Department
401 N Executive Drive
Brookfield, WI 53005

PARCEL I D NUMBER 455-0031-001



limited liability company, whose address is 7828 W Becher St, West Allis, WI 53219 and J K Lau Investments, LLC, a Wisconsin limited liability company, whose address is 7828 W Becher St, West Allis, WI 53219 (referred to below as "Grantor") and M&I Marshall & IIsley Bank, whose address is 7000 W Greenfield Ave, West Allis, WI 53214 (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

Lot 8 in Block 2 in McGeoch Farm Subdivision No 1, being part of the Northwest 1/4 and Southwest 1/4 of Section 2, in Township 6 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin

The Real Property or its address is commonly known as 5632 W Burnham St, West Allis, WI 53219 The Real Property tax identification number is 455-0031-001.

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

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.

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

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

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

Page 2

exercise of a power of sale

GRANTOR'S REPRESENTATIONS AND WARRANTIES Grantor warrants that (a) this Mortgage is executed at Borrower's request and not at the request of Lender, (b) Grantor has the full power, right, and authority, acting alone, to enter into this Mortgage and to hypothecate the Property, (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor, (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition, and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower)

PAYMENT AND PERFORMANCE Except as otherwise provided in this Mortgage, Borrower and Grantor shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage

POSSESSION AND MAINTENANCE OF THE PROPERTY Borrower and Grantor agree that Borrower's and 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 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 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 land 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

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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 that could accrue as a result of a foreclosure or sale under the lien—in any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property—Grantor shall name Lender as an additional obligee under any 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 mortgagee clause in favor of Lender. Grantor shall also produce and maintain comprehensive general liability insurance in such doverage 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 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

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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 Borrower'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 Borrower which Borrower 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 Borrower

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 Rents 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 not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed 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

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Further Assurances At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, 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 destrable in order to effectuate, complete, perfect, continue, or preserve (1). Borrower's and 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 Borrower and Grantor pay all the Indebtedness, including without limitation all future advances, when due, and Grantor 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.

Payment Default Borrower 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 Borrower or 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 Borrower or Grantor

Default in Favor of Third Parties Should Borrower or any 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 Borrower's or any Grantor's property or Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Mortgage or any related document

Faise Statements Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or 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 Borrower's or Grantor's existence as a going business or the death of any member, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good feith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding, 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 Borrower or Grantor under the terms of any other agreement between Borrower or 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 Borrower or 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 In the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default

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 which 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

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Collect Rents Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness In furtherance of this right, Lender 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 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, Borrower and Grantor hereby waive 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 this 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 Borrower 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's any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

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ISDA Obligations and Indebtedness includes, without limitation all obligations, indebtedness and liabilities arising pursuant to or in connection with any interest rate swap transaction, basis swap, forward rate transaction, interest rate option or any similar transaction between the Borrower and Lender

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 of 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

Choice of Venue—If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Milwaukee County, State of Wisconsin

Joint and Several Liability—All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Mortgage—Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Mortgage

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.

Severability If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this 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 J K Lau Investments, 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 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 1801, 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 J.K. Lau Properties, LLC, and J.K. Lau Investments, LLC

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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 the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage

Lender The word "Lender" means M&I Marshall & lisley 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 July 27, 2007, in the original principal amount of \$275,000 00 from Borrower 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

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

GRANTOR

GRANTOR
J K LAU PROPERTIES, LLC
ву ЛА
Jeffrey K Lau, Member of J K Lau Properties, LLC
J K LAU INVESTIMENTS, LLC
By GIVE
Jeffray K Lau, Member of J K Lau Investments, LLC
/

This Mortgage prepared by X	50e	BURN	S	-	)
Name of Signer	Joe Burns, Loan [	Documentation	Specialist		

Doc Yr: 2007 Doc # 09502388 Page #8 of 10

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Complete eithe	r Authentication Secti	on or Acknowledgment S	ection	
Signature(s) of J.K. Lau Properties, LLC, and	AUTHENTIC JK Lau Investme		this	day of
Title Member State Bar of Wisconsis or				
authorized under Section 706 06, Wis Stats				
		NY ACKNOWLED	GMENT	
COUNTY OF MENNIFOS		SS		
On this	K Lau Properties, LL age and acknowledge ts articles of organiza	.C, and known to me to a d the Mortgage to be the tion or its operating agree	e free and voluntary act and deco ement, for the uses and purposes	nt of the d of the stherein
By range fill said		Residing at		
Notaty Public-in and for the State of Wiscows	lai	My commission expires	11/04/08	<del></del>

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LIMITED LIABIL	LITY COMPANY ACKNOWLEDGMENT
STATE OF WISCOUSER	)
A.	) SS
COUNTY OF MARKET	)
limited liability company that executed the Wortgage	and acknowledged the Mortgage to be the free and voluntary act and deed of the
mentioned and on oath states that he or she is auth	articles of organization or its operating agreement, for the uses and purposes therein horized to execute this Mortgage and in fact executed the Mortgage on behalf of the





## COMMERCIAL SECURITY AGREEMENT

Principal \$275,000.00	Loan Date 07-27-2007	Maturity 07-27-2010	Loso No	Cell / Cell E100 / CO	Account	Officer 21220	Initials
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item  Any item above containing "***" has been omitted due to text length limitations							

Grantor:

J.K. Lau Investments, LLC 7828 W Becher St

West Allis, WI 53219

Lender:

M&J Marshall & Itsley Bank

West Allis

7000 W Greenfield Ave West Alhs, WI 53214

THIS COMMERCIAL SECURITY AGREEMENT dated July 27, 2007, is made and executed between J.K. Lau Investments, LLC ("Grantor") and M&I Marshall & Ilsley Bank ("Lender")

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and whether located, in which Grantor is giving to berider a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement.

All invantory, equipment, accounts (including but not limited to all health-care-insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles), all oil, gas and other minerals before extraction, all oil, gas, other minerals and accounts constituting as-extracted collateral, all fixtures, all timber to be cut, all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property, all insurance relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media, and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property, and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located

- (A) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described herein, whether added now or later
- (B) All products and produce of any of the property described in this Collateral section
- (C) All accounts, general intangibles, instruments, rents, mornes, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section
- (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement 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 uniquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guaranter, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

FUTURE ADVANCES In addition to the Note, this Agreement secures all future advances made by Lender to Grantor regardless of whether the advances are made a) pursuant to a commitment or b) for the same purposes

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Londer (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor 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 Grantor 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.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that

Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the

### Loan No:

# COMMERCIAL SECURITY AGREEMENT (Continued)

Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for gassession by Lender. This is a continuing Security Agreement and will continue in effect even though after any part of the Indebtedness is paid in full and even though for a period of time Grantor may not be indebted to Lender.

Notices to Lender. Grantor will promptly notify I order in writing at Lancer's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name, (2) change in Grantor's assumed business name(s), (3) change in the management or in the members or managers of the kinned liability company Grantor. (4) change in the authorized signer(s), (5) change in Grantor's principal office address, (5) change in Grantor's state of organization, (7) conversion of Grantor to a new or different type of business entity, or (6) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take offect until after Lender has recovered netice.

No Violation. The execution and delivery of this Agreement w.E not violate any law or agreement governing Grantor or to which Grantor is a party, and its membership agreement does not prohibit any term or condition of this Agreement.

Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intengibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, in genuine, and tituly gemplies with all explicable laws and regulations contenting from, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have auditority and capacity to contract and are in fact obligated as they appear to be on the Collateral. At the time any account becomes subject to a security interest in favor of Lander, the account shall be a good and valid account representing an inclinanted, bone find indibitious mourred by the account debtor, for merchandise held subject to delivery instructions or previously shipped or delivered pursuant to a contract of sale, or for services previously performed by Granter with or for the account debtor. So long as this Agreement remains in effect, Granter shall not, without Londer's prior written consent, compromise, settle, adjust, or extend payment under or with regard to any such Accounts. There shall be no satoffs or counterclaims against any of the Collateral accept those discussed to Lender in writing

Location of the Collateral. Except in the ordinary course of Grouter's business. Grantor agrees to keep the Collateral (or to the extent the Collateral consists of intengible property such as accounts or general intengibles, the records conderning the Collateral) at Grantor's address shown above or at such other locations as are acceptable to London. Upon Lendon's request, Grantor will deliver to Lendon in form satisfactory to Lendon's schedule of real properties and Collateral locations relating to Granton's operations, including without factation the following. (1) all real property Granton owns (1) all real property Granton owns, onts, leases, or uses, and (4) all other properties where Collateral is or may be located.

Removal of the Collateral Except in the ordinary course of Granton's business, including the sales of inventory, Granton shall not remove the Collateral from its existing location without London's prior written consent. To the extent that the Collateral consents of volucies, or other titled property, Granton shall not take or permit any action which would require application for contributes of title for the vehicles cutside the State of Wiccomm, without London's prior written consent. Granton shall, whenever requested, advise Lender of the exact location of the Collateral.

Transactions Involving Collateral Except for inventory sold or accounts collected in the unbrary course of Granter's business, or as otherwise provides for in this Agreement, Granter shall not soll, offer to sek, or exherwise transfer or dispose of the Collateral. While Granter is not in default under this Agreement, Granter may sell inventory, but only in the ordinary course of its business and only to brivers wite qualify as a buyer in the ordinary course of business. A sole in the ordinary course of Granter's business those not include a transfer in partial or total satisfaction of a debt or any bulk sule. Granter shall not pledge, mortgage, procedure of officewas permit the Collateral to be subject to any liver, assumely interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lander. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in that for Lander and shall not be committed with any other funds, proceed however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Granter shall immediately neliver any such proceeds in Lender.

Title Granter represents and warrants to Lender that Granter holds good and marketable title to the Collateral, free and clear of at the sand and umbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which render has specifically consented Grenter shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

Repairs and Maintenance. Granter agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times white this Agreement remains in effect. Granter further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filled against the Collateral.

Inspection of Collateral. Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral whorever togeted

Taxes, Assessments and Liens. Granter will pay when due all taxes, assessments and fiens upon the Collatoral, its use or operation, upon this Agraement, upon any promissory note or notes evidencing the Indebtedness, or upon any of the other Related Documents. Granter may withhold any such payment or may a cot to contest any lien if Granter is not jeopardized in Liender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Granter shall deposit with Lender sach, a sufficient derporate sently bond or other security satisfactory in Lender in an arroand adoquate to provide for the discharge of the lien plus any interest; costs, attorneys' focs or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Granter shall defend itself and cender and shall satisfy any final adverse judgment before enforcement against the Collateral. Granter shall name Lender as an additional obligate under any surety hand furnished in the contest proceedings. Granter further agrees to furnish Lender with evidence that such taxes, pagesaments, and governmental and other charges have been paid in fell and in a timely manner. Granter may withhold any such payment or may elect to contest the obligation to day and so long as funder's interest in the Collateral is not jeopardized.

Compliance with Governmental Requirements. Granter shall comply premptly with all laws, ordinances, rules and regulations of all governmental authorities, new or hereafter in effect, applicable to the dwngriship, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue crossion of highly-crodible land or relating to the conversion of wetlands for the production of an agricultural product or comments. Granter may contest in good farth any such law, ordinance or regulation and withheld compliance during any proceeding, including uppropriate appeals, so long as Lender's interest in the Collateral, in Londer's opinion, is not propertied.

Hazardous Substances Granter represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, maid in violetion of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release in threatened release of any Hazardous Substance. The representations and warrantes contained beginning

### Loan No.

# COMMERCIAL SECURITY AGREEMENT (Continued)

based on Grantor's due diligence in investigating the Collateral 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 elegano or other costs under any Environmental Laws, and (2) agrees to indemnity, defend, and hold harmless Lender against any and all claims and losses resulting from a prouch of this provision of this Agreement. This obligation to indemnify and defend shall survive the payment of the Indebtedness and the satisfaction of this Agreement.

Maintenance of Casualty Insurance. Granter shall produce and maintain all tasks insurance, including without limitation fire, their and liability coverage registrer with cuch other insurance as Lender may require with respect to the Collateral, in form, amounts, openings and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Granter, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including appulations that coverages will not be concelled or diminished without at least thirty [30] days' prior written notice to Lender and not including any disclaimer of the incurrer's liability for failure to give such a notice. Soon insurance policy also shall include an endorsement providing that universage in favor of Lender with not be impaired in any way by any act, omission or default of Granter or any other person. In connect on with ell policies devening assets in which Lender holds or is offered a security interest. Granter will provide Lender with such loss payable or other endorsements as Lender may require. If Granter is any time fails to obtain or maintain any insurance as required under this Agraement, Lender may that will cover only Lender's interest in the Collatera.

Application of Insurance Proceeds. Granton shall promptly notify Lender of any loss or damage to the Colleteral, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Granton fails to do so within hitsen (15) days of the casualty. All proposeds of any insurance on the Colleteral, inclining accrued princends thereon, shall be held by Lander as part of the Colleteral. If Lender consents to repair or replacement of the damaged or destroyed Colleteral, Lender shall, upon satisfactory proof of expenditure, pay or remitures Granton from the proceeds for the removable cost of repair or restoration. If Lender december to remain or standard returns a sufficient amount of the proceeds to pay all of the indebtedness, and shall pay the balance to Granton. Any proceeds which have not been disbursed within six (6) months after their receipt and which Granton has not committed to the repair or restoration of the Colleteral shall be used to prepay the indebtedness.

Insurance Reserves. Lender may require Grantor to maintain with Londor reserves for phymicial of insurance promitions, which reserves shall be greated by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before payment is due, the reserve funds are insufficient. Grantor shall open demand pay any deficiency to Lender. The reserve funds shall be hold by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the easyment of premiums shall remain Grantor's sole responsibility.

Insurance Reports. Grantor, upon request of Lender, shall turnish to Lander reports on each existing policy of insurance showing such information as Londor may reasonably request including the following. (1) the name of the insurer, (2) the risks insured, (3) the property insured. (5) the then current value on the basis of which insurance has been obtained and the magner of determining that value, and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender Inovever hat more often than amountly) have an independent appraisor satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

Financing Statements: Granter authorizes Lender to file a UCC financing statement, or elternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Granter additionally agrees to sign ab office documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. This includes making sum Lender is shown as the first and only security interest he der on the fifth operang the Property. Granter will pay all filing force, trilo transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to say such fees and costs. Crenter mayodably appoints Lender to exacute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement. If Granter changes Granter's name or address, or the name or address of any person granting a security interest under this Agraement changes, Granter will promptly notify the Lender of such changes.

GRANTOR'S RIGHT TO POSSESSION AND TO COLLECT ACCOUNTS. Until default and except as otherwise provided below with respect to accounts, Grantur may have possession of the tangible personal property and beneficial use of all the Colleteral and may use it in any lawful manner not inconsentent with this Agreement or the Related Documents, provided that Grantor's night to possession and beneficial use shall not upply to any Colleteral where possession of the Colleteral by Lender is required by law to perfect Londer's security interest in such Colleteral Until etherwise notified by Lender, Grantor may calcelled any of the Colleteral consisting of secounts. At any time and even though he Event of Default, bender any exercise its inglits to called the accounts and to notify account debtors to make payments directly to Lender for application to the Indebtedness. If Lender at any time has possession of any Colleteral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Colleteral if Lender takes such action for that purpose as Grantor shall request or as Lander, in Lander's sole deporation, shall does appropriate under the circumstances, but failure to hence any request by Grantor shall not of itself be decimed to be a tarture to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Colleteral against prior parties, nor to profect, preserve or maintain any security interest given to secure the indebtedness.

LENDER'S EXPENDITURES If any action or proceeding is commenced that would materially affect Lender's interest in the Cullateral or afford to grouply with any provision of the Agreement or any Related Documents, including but not limited to Grantor's faiture to discharge or pay under this Agreement or any Related Documents, Lender documents, including but not limited to Grantor's behalf may four shall not be obligated to) take any schon that Lender deems appropriate, including but not knitted to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time laying or placed on the Collateral and paying all usess for insuring, maintaining and preserving the Collateral. All such expenditures incurred or baid by Londor for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Londor to the date of repayment by Grantor. All such expenses will become a paid of the indebtedness and, at Londor's option, will (A) be payable on domand. (B) be added to the balance of the Note and be apportioned among ond be payable with any installment payments to become due during either 11 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 Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be actified upon Default.

DEFAULT. Each of the following shall constitute on Event of Default under this Agreement

Payment Default. Grantor fails to make any payment when don under the indebtedness.

Other Defaults Granton fails to comply with or to perform any other term, obligation, coverage or condition contained in this Agreement 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 Borrower or any Granter default under they loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in layor of any other creater or person that may materially effect any of Granter's property or Granter's or any Granter's active to repay the Inceptedness or perform their respective obligations under this Agreement or any of the Related Documents

Faise Statements—Any wairanty, representation or statement made or furnished to Lander by Grantor or on Granter's behalf under this Agreement or the Related Documents is false or misleading at any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Detective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and officer (including failure of any collateral document to create a valid and perforced security interest or liter) at any time and for any reason.

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

Creditor or Forteiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding self-independences are any other method, by any creditor of Granter or by any governmental agency against any collateral seconing the Indefredness. This includes a parinshment of any of Granter's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Granter as to the vehicity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and deposits with Lender method of a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole dispute.

Evants Affacting Guarantor Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or Guarantor des or becomes incompetent or revokes or disputes the validity of, or habitry under, any Guaranty of the indebtedness

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

Insecurity. Lender in good faith believes itself insecura-

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Dafault occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the Wespersin Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies.

Accelerate indebtedness. Lendar may declare the entire indebtedness, acknowing any prepayment penalty which Granter would be required to pay, immediately due and payable, without notice of any kind to Granter.

Assumble Collateral Lender may require Granter to deliver to Lender all or any portion of the Collateral and any end all certificates of tide and other documents relating to the Collateral Lender may require Grantor to assemble the Collateral and make it available to bender at a place to be designated by Londer. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession. Granter agrees Lander may take such other goods, provided that Lender makes reasonable effects to return them to Grantor after repossession.

Sell the Collateral. London shall have holl power to sell, leage, transfor, or otherwise deal with the Collateral or proceeds thereof in Lander's own name or that of Grantor. London may sell the Collateral at public auction or private sale. Unless the Collateral threatism to decimy speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reusenable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event at Default copurs, enters into and authenticates an agreement was virigithet person's right to notification of sale. The requirements of responsible notice shall be sent if such noticing given all least ten if 0) days before the time of this sale or deposition. All expenses relating to the disposition of the Collateral including without limitation the expenses of reticking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the helicibility and or the Collateral with a Agreement and shall be payable or demand, with interest at the Note rate from date of expenditure until repaid

Appoint Receiver—Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and proserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the Bents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the indeptedness or as the count may direct. The receiver may serve without conditif permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the appointment of the Collateral exceeds the indebtedness by a substantial extraint. Employment by Lender shall not disquality a person from serving as a receiver.

Collect Reversors. Apply Accounts. Lender, orthoritself or through a receiver, may collect the payments, rents, income, and inserting the Collectual. Lender may at any time in Lender's discretion transfer any Collectual intro Lender's own nacto or that of Lender's namines and receiver the payments, rents, income, and revenues therefrom and hold the came as sociarly for the indebtedness or apply it to payment of the indebtedness in such order of preference as Londor may determine inserting as the Collecture policies, insurance policies, instruments, chartel paper, choices in action, or similar property, Lender may, demand, collecturecast for settle, compromise, adjust, site for, fered use, or realize on the Collectual as Lender may determine, whether or not hospiteoness or Collectual is then due. For these purposes, Lender may, an behalf of and in the name of Grantor, receive, open and dispuse of major addressed to Grantor, change any address to which mail and payments are to be sent, and endorse notice, change, during money understanded to the, insurances and items partaining to payment, shipment, or storage of any Collectual. To facilitate collectual, Lendor may noutly account debtors and obligors on any Collectual to make payments directly to Lender.

Obtain Deficiency. If Londor chooses to sell any or all of the Callateral, Lunder may obtain a judgment against Grantor for any deficiency remaining on the inclubtedness due to Lender after application or all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be hable for a deficiency even if the transaction described in this subsection is a sale of accounts or chartel paper.

Other Rights and Remedies. Lender shall have as the rights and remedies of a secured executor under the provisions of the Uniterm Commercial Code, as may be smended from time to time. In addition, beader shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

Election of Remedies. Except as most be probabled by applicable law, all of Lander's rights and remedies, whether andered by their

#### Loan No:

# COMMERCIAL SECURITY AGREEMENT (Continued)

Agreement, the Related Doduments, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remody shall not exclude pursue of any other remody, and an election to make expenditures or to take extrantoperform an obligation of Crenter under this Agreement, after Granter's failure to perform, shall not affect Lender's ngirt to decise a default and exercise its remarked.

ISDA Obligations and indebtedness includes, without limitation all onligations, indebtedness and liabilities arising pursuant to or in connection with any interest rate uplies away transaction, between the Borrower and Lendar

MISCELLANEOUS PROVISIONS. The following miscellaneous grow sions are a part of this Agreement

Amendments. This Agreement, together with any Related Decuments, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement 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.

Attorneys' Fous, Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender silegal expenses, incurred in connection with the enforcement of this Agreement. Lender may here or pay someone disc to help enforce this Agreement, and Grantor shall pay the costs and expenses of suck enforcement. Costs and expenses include Lender's attorneys' fees and logal expenses whether or not there is a lawsuit, including attorneys' fees and logal expenses for bankruptcy proceedings finicipated to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment coffection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court

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

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

Choice of Venue. If there is a lawsuit. Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Milwaukee County, State of Wisconsin

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and tigned by Lender. No dainy 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 Agreement 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 Agreement. No prior waiver by Lender, nor any ocurse of dealing between Lender and Grantor's obligations as to any fotune transactions. Whenever the upneent of Lender is required under this Agreement, the granting of such consent by Lender is 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.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be affective when ectually recorded by telefacionine (unless otherwise required by law), when deposited with a nationally recognized overnight country, 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 Agreement. Any party may change its address for notices under this Agreement by giving forms 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, law notice given by Lender to any Grantor's deemed to be notice given to all Grantors.

Power of Attorney. Granter bereby appoints Lender as Granter's irrevecable attorney in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the secondly interest printed in this Agreement or to demand terminations of library of other second parties. Lender may at any time, and without further sutherization from Granter, file a carbon, photographic or other reproduction of driving statement or of this Agreement for use as a financing statement. Granter will reimborse Lander for all expenses for the perfection of the perfection of Lander's security interest in the Collateral.

Severability if a pourt of competent jurisdiction finds any provision of this Agreement to be diegal, invalid, or unenforceable as to any circumstance, that finding shall not make the effending provision allegal, invalid, or unantorceable 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 composited, it shall be considered deleted from this Agreement. Unless otherwise required by law, the diagolary, invalidity, or uner forceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns Subject to any impations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and more to the benefit of the parties, their successors and assigns of ownership of the Collareral becomes vested in a pairson other than Grantor, Leader, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indobtedness by way of forbedrance or extension without releasing Grantor from the obligations of this Agreement or liability under the indobtedness.

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

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

DEFINITIONS—The following capitalized words and terms shall have the following meanings when used in this Agreement—Unless specifically stated to the contrary, all references to shall amounts shall mean amounts in lawful money of the United States of America—Words and terms used in the singular shall include the plant, and the plant shall include the angular, as the context may require—Words and terms not otherwise defined in this Agreement shall have the meanings armbuted to such terms in the Uniform Commercia—Code.

Agreement. The word "Agreement in Communical Security Agreement, as this Communical Security Agreement may be unreaded or machined from time to time, together with all exhausts and schedules attached to this Commercial Security Agreement from time to time.

Burrower. The word "Burrower" means J K. Lau investments, LLC and includes all co-signers and co-makers signing the Note and all their successes and assigns

Collateral. The world "Collateral" means all of Grantor's right, tale and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Default: The word "Default" means the Default set forth in this Agraement in the section triled "Default"

Loan No.

# COMMERCIAL SECURITY AGREEMENT (Continued)

Page 6

Environmental laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human licelith or the environment, including without limitetion the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 is S.C. Section 96Q1, et seq. ("CSRCLA"), the Superfund Amendmenta and Reauthorization Act of 1986. Pub. 1. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1901, et seq., the Resource Conservation and Resource 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 size events of default set forth in this Agreement in the default section of this Agreement.

Grantor The word "Grentor" means J.K. Lau Investments, LLC

Guaranter. The word "Guaranter" means any guaranter, surety, or accommodation party of any or all of the Indebtedness

Sugranty. The word "Gueranty" means the guaranty from Gueranter to Lender, including without limitative a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" meen materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pase is present or potential hazard to buman health or the environment when improperly used, prested, stored, disposed of generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very prosess some and include without finitation 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, getteloum and petroleum by-products or any traution thereof and asbestos.

indebtadiless. The word "indebtedness" means the indebtedage evidenced by the Note or Related Documents, including all atmosphesic and interest together with all other indebtedness and costs and expenses for which Granter is responsible under this Agreement or order any of the Related Documents. Specifically, without limitation, indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Agreement.

Lendar. The Word "Lender" means Mai Marshall & ils by Bank, its successors and assigns

Note. The world "Note" means the Note executed by J.K. Lau Investments, LLC in the principal amount of \$275,000 CC dated July 27, 2007, regarder with all renewals of, extensions of, modifications of, refinancings of, consulidations of, and substitutions for the note or credit agreement.

Property. The word "Property" means all of Grantor's right, trile and interest in and to all the Property as described in the "Callateral Description" section of this Agreement

Related Documents. The words "Robated Documents" mean all promissory notes, credit agreements, lean agreements, coveragmental agreements, quarantees, security agreements, mortgages, acceds of trest, security deces, collateral mortgages, and all other instruments, ourcoments and documents, whether now or hereafter existing, executed in connection with the Incohodoocs.

GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED JULY 27, 2007

GRANTOR

JK. LAU INVESTMENTS LLC

Jaffrey F. Lat. Member of J.K. Lat Investments.

LLC

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Honorable Stephanie
Rothstein-25

NAME & PHONE OF CONTACT Giseila Melendez UCCDIRECT SERVICES sosack@uccdirect.com (800)331-3282

UCC FINANCING STATEMENT

SEND ACKNOWLEDGMENT TO: Gisella Melendez UCCDIRECT SERVICES sosack@uccdirect.com

Filing # - 070011194723 Filed - 8/9/2007 9:06:34 AM Wisconsin Department of Financial Institutions

Debtor's Exact Full Legal Name Organization's Name J.K. Lau Investments, LLC Individua a Last Name First Name Middle Name Sulfix Mating Address City Postal Code State Country 7828 W Becher St West Allis WI 53219 UNITED STATES Type Of Organization Jurisdiction of Organization Organizational ID#, if any Limited Liability Company Wisconsin WIL043127

Secured Party's Name (or name of Total Assignee or Assignor S/P) Organization's Name M&I Marshall & Ilsley Bank OR Individual's Last Name First Name Middle Name Soffix Maging Address: City Postal Code State Country 7000 W Greenfield Ave West Allis WI 53214 UNITED STATES

#### This financing statement covers the following collateral:

All inventory, equipment, accounts (including but not limited to all health-care-insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all oil, gas and other minerals before extraction; all oil, gas, other minerals and accounts constituting as-extracted collateral; all fixtures; all timber to be cut; all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property.

#### **Alternative Designation:**

Not Applicable

Financing Statement Relates To:

Not Applicable

Optional Filer Reference Data:

WI-0-

UCC Filling

5302017

Miscellaneous:

Not filled in.

Debtor Type:

Not Applicable

Form Type:

UCC Financing Statement

5630 2017

### UCC FINANCING STATEMENT AMENDMENT



NAME 6 PHONE OF CONTACT Giselia Melancez UCLDIRECT SERVICES Sosack@uccdirect.com (SG0)331-3282

SEND ACKNOWLEDGMENT TO: Gisalla Melender UCCDIRECT SERVICES seack@uccdirect.com

Filed - 5/31/2012 1:23:37 PM Wisconsin Department of Financial Institutions

INITIAL FINANCING STATEMENT FILE # 070011194723

Statement Type

CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party softwarding this Continuation Statement is continued for the additional period provided by applicable law.

NAME OF SECURED PARTY OF RECORD ACTHORIZING THIS AMENDMENT.

QR	ORGANIZATION'S NAME MSJ Marshall & Jisley Bank			
	INDIVIDUAL'S LAST NAME	FIRST NAME	MIDOLE NAME	SUFFER

OPTIONAL FILER REFERENCE DATA

WI-C-

5/30/3017 UCC Filling

### UCC FINANCING STATEMENT AMENDMENT



NAME & PHONE OF CONTACT Gisella Melendez UCCDIRECT SERVICES sosack@uccdirect.com (800)331-3282

SEND ACKNOWLEDGMENT TO: Gisella Melendaz UCCDIRECT SERVICES 30Sack@ucid:rect.com

INITIAL FINANCING STATEMENT FILE #

Filing # - 120007366729 Filsd - 5/31/2012 1:31:30 PM Wisconsin Department of Financial Institutions

CURRENT RECORD INFORMATION:						
SECURED PARTY'S NAME MSI Marshall & Daley Bank						
CHANGED RECORD INFORMATION:						
DRGANIZATION'S NAME DR OMO HARRIS BANK, N.A.						
INDIVIDUALIS LAST NAME		FIRST NA	ME	MIDDLE NAM	le ,	SUFFIX
MAILING ADDRESS 111 WEST MONRCE STREET	CITY CHICAD		STATE L	POSTAL CODE 60603	COUNTR	
AUTHORIZING PARTY						
ORGANIZATION'S NAME M&I Marshall & Heley Bonk						

OPTIONAL BILES REFERENCE DATA

W3-0-

5 300 017

#### UCC FINANCING STATEMENT AMENDMENT



NAME & PIONE OF CONTACT
Gisella Malendaz
CT Lien Sciutions
CLS-CTLS\_Giendale\_Customer\_Service@wellerskluwer.com
(800)331-3382
SEND ACKNOWLEOGMENT TO:

Gische Molondez

Gische Molondez

CT Den Solutions

CLS CTLS Glendale\_Customer\_Service@walterskluwer.com

Filiac # - 170002573621 Filed = 2/28/2017 9:50:11 AM Wisconsin Department of Financial Institutions

INITIAL FINANCING STATCMENT FILE #

070011194723 Statement Type

CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT

ORGANIZATION'S NAME BMC HARRIS BANK, N.A.			
INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(s)/INITIAL(s)	SUFFIX

OPTIGNAL FILER REFERENCE DATA

Winfer





### COMMERCIAL GUARANTY

Principal Loan Date Loan No Account Maturity Officer Cell / Coll Initials 21220 E100 / CO References in the shaded area are for Lender's use only end do not limit the applicability of this dollars on Any item above containing "\*\*\*" has been smitted due to text length limitations ular loan or item

Borrower: J.K. Lau Investments, LLC

7828 W Becher St

West Allis, WI 53219

Lender: M&I Marshall & listey Bank

West Alba

7000 W Greenfield Ave West Allis, WI 53214

Guarantor: Jeffrey K Lau

7828 W Becher St West Allis, WI 53219

CONTINUING GUARANTEE OF PAYMENT AND PERFORMANCE. For good and valuable consideration, Guaranter absolutely and unconditionally guarantees full and punctual payment and satisfaction of the Indobtedness of Borrower to Lender, and the performance and discharge of all Betrower's obligations under the Note and the Related Documents. This is a guaranty of payment and performance and not of collection, so Lender can enforce this Guaranty against Guarantor even when Lender has not exhausted Lender's remedias against anyone else obligated to pay the indebtedness or against any collateral securing the Indebtedness, this Guaranty or any other guaranty of the indebtedness. Guarantor will make any payments to Lender or its order, on demand, in legal tender of the United States of America, in same-day funds, without set-off or deduction or counterclaim, and will otherwise perform Sorrower's obligations under the Note and Related Documents. Under this Guarenty, Guarantor's liability is unlimited and Guarantor's obligations are continuing

INDEBTEDNESS. The word "indebtedness" as used in this Guaranty means all of the principal amount outstanding from time to time and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, attorneys" fees, arising from any and all dabits, liabilities and obligations of every nature or form, now existing or hereafter arising or adquired, that Borrower individually or collectively or interchangeably with others, owes or will owe funder. "Indebtedness" includes, without limitation, loans, edyances, debts, everdraft indebtedness, credit card indebtedness, lease obligations, liabilities and obligations under any interest rate protection agreements or foreign currency exchange agreements or commodity price protection agreements, other obligations, and liabilities of Surrower, and any present or future judgments against Borrower, future advances, loans or transactions that renew, extend, modify, refinance, consolidate or substitute these debts, liabilities and obligations whether voluntarily or involuntarily incurred, due or to become due by their terms or acceleration, absolute or contingent, inquidated or unliquidated, determined or undetermined, drept or indirect, primary or secondary in nature or arising from a guaranty or surety, secured or unsecured, joint or several or joint and several, evidenced by a negotiable or non-negotiable instrument or writing, originated by Lender or another or others, barred or unenforceable against Gorrower for any reason whatsoever, for any transportions that may be yordeble for any reason (such as infancy, insanity, ultra vires or otherwise), and originated then reduced or extinguished and then afterwards increased or remstated

If Lander presently holds one or more guaranties, or hereafter receives additional guaranties from Guaranter, Lander's rights under all guaranties shall be cumulative. This Guaranty shall not funless specifically provided below to the contrary) affect or invalidate any such other guaranties. Guarantor's hability will be Guarantor's aggregate liability under the ferms of this Guaranty and any such other unterminated guaranties

CONTINUING GUARANTY THIS IS A "CONTINUING GUARANTY" UNDER WHICH GUARANTOR AGREES TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT, PERFORMANCE AND SATISFACTION OF THE INDEBTEDNESS OF BORROWER TO LENDER, NOW EXISTING OR HEREAFTER ARISING OR ACQUIRED, ON AN OPEN AND CONTINUING BASIS. ACCORDINGLY, ANY PAYMENTS MADE ON THE INDESTEDNESS WILL NOT DISCHARGE OR DIMINISH GUARANTOR'S OBLIGATIONS AND LIABILITY UNDER THIS GUARANTY FOR ANY REMAINING AND SUCCEEDING INDEBTEDNESS EVEN WHEN ALL OR PART OF THE OUTSTANDING INDEBTEDNESS MAY BE A ZERO BALANCE FROM TIME TO TIME

DURATION OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guaranter or to Borrower, and will continue in full force until all the Indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Lander, by certified mail, at Lender's address listed above or such other place as Lender may designate in writing Written revocation of this Guaranty will apply only to new Indebtedness created after actual receipt by Lander of Guarantor's written revocation. For this purpose and without limitation, the term "new Indebtedness" does not include the Indebtedness which at the time of notice of revocation is contingent, unliquidated, undetermined or not due and which later becomes absolute, liquidated, determined or due. For this purpose and without limitation, "new indebtedness" does not include as or part of the indebtedness that is incurred by Borrower prior to revocation; incurred under a commitment that became binding before revocation; any renewels, extensions, substitutions, and modifications of This Guaranty shell bind Guarantor's estate as to the Indebtedness created both before and after Guarantor's death or incapacity, regardless of Lender's actual notice of Guarantor's death. Subject to the foregoing, Suarantor's executor or administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor might have terminated it and with the same effect Refease of any other guarantor or termination of any other guaranty of the Indebtedness shall not affect the liability of Guarantor under this Guaranty A revocation Lender receives from any one or more Guarantors shall not affect the hability of any remaining Guarantors under this Guaranty It is anticipated that fluctuations may occur in the aggregate amount of the Indebtedness covered by this Guaranty, and Guarantor specifically acknowledges and agrees that reductions in the amount of the Indebtedness, even to zero dollars (\$0.00), shall not constitute a termination of this Guaranty. This Guaranty is binding upon Guarantor and Guarantor's heirs, successors and assigns so long as any of the Indebtedness remains unpaid and even though the Indebtedness may from time to time be zero dollars (\$0.00).

GUARANTOR'S AUTHORIZATION TO LENDER. Guarantor authorizes Lender, either before or lafter any revocation hereof, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time: (A) prior to revocation as set forth above, to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower, (B) to alter, compromise, renew, extend, occelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, moluding increases and decreases of the rate of interest on the Indebtedness, extensions may be repeated and may be for longer than the original loan term, (C) to take and hold security for the payment of this Guaranty or the indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with

Guaranty in whose or in part

or without the sopetation of new collaboral, (D) to release, substitute, agree not to see, or deal with any one or more of Berrower's serieties, choises, or other quaranters on any terms or in any manner bender may choise. (E) to determine how, when and what application of payments and credits shell be made on the indebtedness. (F) to apply such security and direct the order or manner of sele thereof, including without limitation, any non-udicial sale permitted by the terms of the controlling security agreement or deed of frost, as Lender in its discretion may determine. (G) to sell, transfer, assign or grant participations in all or any part of the indebtedness, and (H) to assign or transfer this

GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty, (B), this Guaranty is executed at Corrower's request and not at the request of Lender. (C) Guaranter has full power, right and authority to enter into this Guaranty, (D) the previsions of this Guaranty do not conflict with or result in a default under any agreement or ether instrument binding upon Guarantur and do not result in a violation of any law, regulation, court decree of order applicable to Guarantor, (E) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, enguinher, hypothecate, transfer, or otherwise dispose of all or editionally all of Guarantor's assets, or any interest therein; (F) upon Lender's request, Guarantor will provide to Lender financial and credit information in form appearable to Lender, and all such tinancial information which currently has been, and all future financial information will be provided to Lander is and will be true and correct in all material respects and fairly present Guarantor's financial condition as of the dates the financial information is provided. [6] he material adverse change has occurred in Guaranter's financial condition since the date of the most region. financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition. THI ne litigation, clum, investigation, administrative proceeding or similar action finding those for unped taxes) against Guarantor is pending or threatened. (I) Lander has made no representation to Guarantor as to the creditivorthiness of Borrower, and 🕡 Guarantor has established adequate means of obtaining from Borrower on a continuing pagis information regarding Borrowur's financial condition. Guaranter agrees to keep acequately informed from such means of any facts, events, or circumstances which mught in any way affect Guarantor's risks under this Guaranty, and Guaranter further agrees that, absent a request for information. Legaler shall have no obligation to disclose to Guarante- any information or documents acquired by Lender in the course of its relationship with Borrower

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor warres any right to require leader (A) to commute lending mensy or to extend other credit to Borrower. (B) to make any presentment, protest, demand, or notice of any kind, including notice of any neropayment of the indebtedness or of any neropayment related to any colleteral, or notice of any autors or nerocution in the part of Borrower, Lender, any surety, endersor, or other guarantor in connection with the indebtedness or in connection with the creation of new or additional loans or obligations, (C) to resort for paviness or to proceed directly or at once against any person, including Borrower or any other guarantor. (D) to proceed directly against or exhaust any colleteral hird by Lender from Borrower, any other guarantor or any other person. (E) to give notice of the terms, time, and place of any nubbs or provide sale of personal property security held by Lender from Borrower or to acceptly with any other applicable provisions of the Uniform Commercial Code, (R) to pursue any other remedy within Lender's power, or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guaranter also waives any and all lights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights of defenses arising by reason of (A) any "one action" or "anti-deficiency" law or any office law which may prevent Londor from banging any action, including a claim for defenency, against Guaranter, before or after Lender's commencement or completion of any fareclasure action, entire publicably or by exercise of any payors. (B) any election of remedies by Lender which descrives or otherwise adversely affects (Guaranter subrugation rights or Guaranter's rights to proceed against Sorrower for reimbursement, including without himbation, any loss of taglits Guaranter may suffer by reason of any law limiting, guallying, or discharging the indebtedness. (C) any dissolity or other actions of Burrower, of any other quaranter, or of any other person, in by reason of the bessation of Borrower's heighty from any pause whetherer, other than payment in held in legal tander, of the indebtedness. (D) any right to claim decharge of the indebtedness on the base of ongosified impairment of any cellisteral for the indebtedness. (E) any statute of limitations, if at any time any action or suit brought by Lender against Guaranter is commenced, there is curstianding indebtadness which is not barred by any applicable statute of limitations, or (F) any distinct the indebtedness of law or in equity other than adult payment and person under any federal cristate bankruptcy in the amount of that gayment to Sorrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of decisies, the indebtedness shalt or considered unpaid for the purpose of the antonement of this Guaranty.

Gustantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Gustanty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whather such claim, demand or right may be ascerted by the Borrower, the Gustantee, or both

GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS. Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the originations, the waivers are reasonable with not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shell be obliqued only to the extent permitted by law or public policy.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lander reserves a dight of setoif in all Guaranter's accounts with Lander (whether checking, savings, or some other account). This includes all accounts Guaranter holds jointly with someone else and all accounts Guaranter may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoif would be prohibited by law. Guaranter audicinces Lender, to the extent permitted by applicable law, to hold these funds if there is a default, and Lender may apply the funds in these accounts to pay what Guaranter owes under the terms of this Guaranty.

SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR. Guaranter agrees that the Indebtedness, whether now existing or hereafter created, shall be superior to any claim that Guaranter may now have or hereafter acquire against Borrower, whether or not Borrower becomes inscituon. Guaranter hereby expressly subordinates any claim Guaranter may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the moint of insolvency and consequent liquidation of the passets of Borrower applicable to the purpose, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guaranter shall be paid to Lender and shall be first applied by Lender for the Indebtedness. Guaranter does hereby assign to Lender and Guaranter shall be offective oray for the purpose of assisting to Lender full day moint in legal tender of the indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts, or designment affective oray for the duaranter shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guaranter agrees, and Lender is hereby authorized, in the name of Guaranter, from time to time to flu financing statements and continuation statements under this Guaranty.

MISCELLANEOUS PROVISIONS. The following miscellaneous previsions are a part of this Guaranty.

Amendments. This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the metters set forth in this Guaranty. No alteration of or amendment to this Guaranty shall be effective unless given in wiring and

signed by the party or parties sought to be charged or bound by the alteration or amendment

Atterneys' Fees, Expenses. Guaranter agrees to pay upon demand all of London's costs and expenses, including London's atterneys' feed and tendon's logic expenses, including in connection with the entercoment of this Guaranty. London may here or pay semiconic else to help entered this Guaranty, and Guaranter shall pay the costs and expenses of such entercoment. Costs and expenses include Lendon's atterneys' leas and legal expenses whether or not there is a lewsurf, including atterneys' fees and legal expenses for bankruptay proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any antenpated post-judgment collection services. Guaranter also shall pay all court costs and such additional legs as may be directed by the court.

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

Severning Law. This Guaranty 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.

Charge of Venue if there is a lawsuit, Guaranter agrees upon Lender's request to submit to the jurisdiction of the courts of Milwaukee County, State of Wisconsin

Integration. Guaranter further agrees that Guaranter has read and fully uncerstands the terms of this Guaranter; Guaranter has had the coportion by to be advised by Guaranter's atterney with respect to this Guaranty, the Guaranty fully reflects Guaranter's intentions and parolevidence is not required to interpret the terms of this Guaranty. Guaranter indominion and holds Londer harmless from all losses, claims, damages, and nosts finching lender's attorneys' (see) suffered or incurred by Londer as a result of any breach by Guaranter of the warranties, representations and hypogeneous of the perograph

interpretation. In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be described to have been used in the plura, where the context and construction so require, and where there is more than one Borrower named in this Guaranty or when this Guaranty is exacuted by more than one Guarantor, the words "Borrower" and "Guarantor" respectively shall mean all and any one or more of them. The words "Guarantor," "Borrower," and "Londer" include the heirs, successors, assigns, and mansfereds of each of them. If a court finds that any provision of this Guaranty is not value or should not be enforced, that fact by itself will not mean that the rest of this Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Guaranty aven if a provision of this Guaranty may be found to be invalid or unanforceable. If any one or more of Gerrower or Guarantor to corporations, partnerships, limited liquidity companies, or similar entities, it is not necessary for Lender to inquire into the powers of Borrower or Guarantor or of the officers, directors, partners, managers, or other agents along or purporting to act on the belief, and any indebtedness made or created in reliance upon the professor exercise of such powers shall be guaranteed under the Guaranty.

Notices. Any notice required to be given under this Guaranty shall be given in writing, and, except for revocation notices by Guarantor, shall be effective when untually delivered, when actually received by talefactimile (unless otherwise required by law), when deposited with a nationally recognized overnight course, or, if mailed, when deposited in the United States mail, as sinct class, certified or registered mail pastage propered, directed to the addresses shown near the beginning of this Guaranty. All revocation notices by Guaranter shall be in writing and shall be effective upon delivery to Lender as provided in the section of this Guaranty entitled "DURATION OF GUARANTY." Any party may change its address for notices under this Guaranty by giving forms written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Guaranter agrees to keep Lender informed at all times of Guaranter's current address. Unless utherwise provided or required by law, if there is more than one Guaranter, any notice given by Lender to any Guaranter is deemed to be notice given by Lender.

No Waiver by Lender - Lender shall not be deemed to have waived any rights under this Guaranty unloss such wasvar 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 Guaranty shall not projudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, not any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and on all cases such consent may be granted or withheld as the side discretion of Lender.

Successors and Assigns Subject to any limitations stated in this Guaranty on transfer of Guarantor's interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors and assigns

Waive Jury. Lender and Guaranter hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Guaranter against the other

ISDA Obligations and Indebtodness includes, without limitation all obligations, indebtedness and liabilities arising pursuant to or in connection with any interest rate option of any armiter transaction, basic awar, forward rate transaction, interest rate option of any armiter transaction between the Borrower and Londer

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

Borrower. The word "Borrower" means J.K. Lau Investments, LLC and includes all co-signers and do makers signing the Note and all their successors and assigns.

Gubrantor. The word "Gubrantor" missins everyone signing this Guaranty, including without smiration Jeffrey K. Lau, and in each sass, any signer's successors and assigns.

Guaranty The word "Guaranty" means this quaranty from Guaranter to Lender

Indebtedness. The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Guaranty.

Lender. The word "Lender" means M&I Marshall & lisby Bank, its successors and assigns

Note. The word. Note: second and includes without limitation all of Borrower's promissory notes and/or credit agreements evidencing Bourower's logic obligations in fever of Lender, together with all renewals of, extensions of, modifications of, refinancings of, combibilitions of and substitutions for promissory notes or credit agreements.

Related Documents. The words. "Related Documents" shown all promissory notes, predict agreements, oso agreements, coveremental agreements, quarantes, security agreements, mortgages, deeds of trust, security deeds, sofateral mortgages, and all other instruments.

Loan No:

# COMMERCIAL GUARANTY (Continued)

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agreements and documents, whether now or hereafter existing, executed in connection with the Indabtedness

EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY" NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED JULY 27, 2007.

GUARANTOR

Jeffred K Lau

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### PROMISSORY NOTE

 Principal
 Loan Date
 Maturity
 Loan No.
 Carl / Call
 Account
 Officer Initials

 9168,350.00
 06-17-2005
 03-22-2010
 C110 / RA
 21:220
 21:220

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or frem.

Any frem above containing "" \* \* " has been omitted due to text length limitations."

Borrower: Jeffrey K.

Jeffrey K. Lau 3119 S 122 Apt 7 West Allis, WI 53227 Lender:

M&d Marshall & Reley Bank

West Allis

7000 W Greenfield Ave West Allis, WI 53214

Principal Amount: \$168,350.00

Interest Rate: 7.100%

Date of Note: June 17, 2005

PROMISE TO PAY. Jeffrey K. Lau ("Borrower") promises to pay to M& Marshall & Ilsley Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Hundred Sixty-eight Thousand Three Hundred Fifty & 00/100 Dollars (\$168,350,00), together with interest at the rate of 7.100% pay annum on the unpaid principal balance from June 22, 2005, until haid in full.

PAYMENT. Sorrower will pay this loan in 59 requier payments of \$2,211.84 each and one irregular last payment estimated at \$155,072.44. Borrower's first payment is due July 22, 2005, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on June 22, 2010, 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 accrued interest, credit life premiums, principal, late charges, and escrew. The annual interest rate for this Note is computed on a 365/360 hasis: that is, by applying the ratio of the annual 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. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

PREPAYMENT. Borrower may pay without penalty sill or a portion of the amount owed earlier than it is due. Barly 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", "writiout recourse", or similar language. If Borrower sends such a payment, Lender may accept it without lesting any of Lender's rights under this Note, and Borrower will remain abligated to pay any further, amount owed to Lender. As written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment to the amount owed or that is tendered with other conditions or imitations or as full satisfaction of a disputed amount must be mailed or delivered to: M&I Marshall & Islay Bank, P.O. 3114 Milwaukes, Wi. 53201-3114.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment.

INTEREST AFTER DEFAULT. Upon default, including failure to pay opon final maturity, Lender, at its option, may it permitted under applicable law, increase the interest rate on this Note 3.000 percentage points. The interest rate will not exceed the maximum rate permitted by 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, coverant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, coverant or condition contained in any other agreement between Lender and Serrower.

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.

Falsa 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 Insulvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a radelver 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 Forfeiture Proceedings. Commondement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency agency any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Londer. However, this Event of Defeut shall not apply if there is a good faith dispute by Borrower as to the velidity or researchbaness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Londer written notice of the creditor or forfeiture proceeding and deposits with Lender manies or a surety band for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or band for the discute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any quarenter, endorser, surety, or addominabation party of any of the indebtedness or any guarantor, endorser, surety, or addominabation party flies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

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

insecurity. Lender in good faith believes itself insecure.

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

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ATTORNEYS' FEES, EXPENSES. Lender may hire or pay someone also 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, Lunder's attemory's face and Lander's legal expanses, witerfair of not there is a lawsuit, including attorneys' fees, expenses for benkruptcy proceedings finduding afforts 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

JURY WAIVER. Lender and Somewer 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 Wisdonsin without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Wisdonsin.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lander's request to submit to the jurisdiction of the courts of Milwaukee County State of Wiscossin.

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 preautherized charge with which Burrower pays is later dishonored.

RIGHT OF SEFORF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Sorrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone elle and all accounts Borrower may appring 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 Lendor, to the extent connicted by applicable law, to charge or setoff all soms owing on the indebtedness against any and all spon accounts, and, at Lender's option, to administrativaly freeze all much accounts to allow Lindor in protect Lander's oflarge and setoff ghte provided to this paragraph.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's have, porsonal representatives, suppersons and assigns, and shall indee to the bundity of Lender and its successors and assigns.

GENERAL PROVISIONS. This Note benefits Lender and its successes and assigns, and binds Benevier and Borrower's heirs, successors, assigns, and representatives. Leader may delay or torgo enforcing any of it, ments or removies under this Note without losing them. Borgower and any other person who signs, guarantees or endorses this Noto, 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, guaranter, accommodation maker or encorsar, shall be released from liability. All such parties agree that Lencer may renew or extend irepestedly and for any length of time) this loan or release any purty or guerantor or pollateral; or impair, fell to realize upon or perfect Lengar'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 agone that Londer may modify this loan without the consent of he 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.

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



## DOC.# 09052923

### MORTGAGE

REGISTER'S OFFICE | S Milwaukee County, WI!

**DOCUMENT NUMBER:** 

RECORDED 07/21/2005 09:54AM

COMMERCIAL - LSG REGI

JOHN LA FAVE REGISTER OF DEEDS

AMOUNT: 25.00

RECORDATION REQUESTED BY:
M&d Marshall & listey Bank
Collateral Department

Collateral Department 401 N Executive Orive Brookfield, WI 53005

PARCEL I.D. NUMBER: 477-0173-000

THIS MORTGAGE dated June 17, 2005, is made and executed between Jeffrey K. Lau (referred to below as "Grantor") and M&I Marshall & Ilsley Bank, whose address is 7000 W Greenfield Ave, West Allis, WI 53214 (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, assements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights including stock in utilities with ditch of irrigation rights); and all other rights, coyalties, and profits relating to the real property. Including without limitation all minerals, all, gas, geothermal and similar matters, (the "Real Property") located in Milwaukee County, State of Wisconsin:

Lot 12, in Block 3, in Conklin Park Subdivision, a part of the Southeast 1/4 of Section 4, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

The Real Property or its address is commonly known as 7828 W Bechar Street, West Allis, WI 53219. The Real Property tax identification number is 477-0173-000

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage sequres 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, whather new axisting or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whather due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unfloudated whether Grantor may be liable individually or jointly with others, whether obligated as guaranter, surety, shoommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any starute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

This property is not the Granter's homestead.

Grantor presently assigns to Lender all of Grantor's right, title, and laterest 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.

FUTURE ADVANCES. In addition to the Note, this Mortgage secures all future advances and by Londer to Granter whether or not the advances are made pursuant to a commitment. This Mortgage secures, in addition to the amounts specified in the Note, future advances in an unlimited amount, together with all interest thereon, which future advances bender is obligated to make so long as Granter complies with all the terms and consistent of the Note or other loan agreement.

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 INDESTEDNESS AND IB) 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 onder this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Granter agrees that Granter'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 Progerty; (2) use, operate or manage the Property; and. (3) collect the Bents from the Property.

Duty to Maistain. Grantor shall maintain the Property in tenamable condition and promotly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Granter 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

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Hazardou: Substance by any pursun on, under, about or from the Property: 42). Grandor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by bender in writing. It is any breach or violation of any Environmental Laws, (b) any use, generative, manufacture, sterage, treatment, deposel, release or threatened release of any Place doub Substance on, under, specifier from the Property by any union owners or accountries the Property, or feel any actual or threatened attraction or claims of any kind by any person relating to such matters; and (3) Except as proviously disclosed to and acknowledged by Lender in writing. (a) heither Granter nor any tenant, constructor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, discose of or relines any Hazardors Substance on, under, about or from the Property; and (b) only such activity shall be conducted in compliance with all applicable federal, state, and total laws, regulations and ordinances including without finitation all Environmental Laws. Grantin sometimes conder and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lander may deem appropriate to determine compliance of the Frenanty with this section of the Mortgage. Any inspections or tests made by Lender shell be for Lender's purposes only and shall not be construed to create any responsibility or bability on the part of render to Scautor of to any other person. The representations and warranties contained herein are based on Cranton's due deligence in investigating the Property for Nazardous Bubstanges. Granton handly (1) releases and walves any future coalins against Lender for indicately or contribution in the event Grantor becomes hable for cleanup or other costs under any such laws; and 12) agrees to indemnify and hold harmless Londer against any indigit claims, losses, liabilities, datunges, penalties, and expenses which lander may directly or indirectly sustain or suffer resulting from a breach of this section of the Montgage or as a consequence of any use, generation, manufacture, storage, duprism, relieves or threatenad release sociative prior to Stanton's Switership of interest in the Emperty, whether or not the same was or should have been known to Granter. The provisions of this section of the Mortgage Including the chaigstion to indemnity, shall service the payment of the indebtedpess and the satisfaction and mounteyance of the lien of this Mortgage and shall not be attacked by terider's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit way missance nor control, permit, or softer any enriched of or waste on or to the Property or any currion of the Property. Without limiting the depending of the foregoing, Granter will not repreve, or grant to any other party the right to remove, any timber, minerals (reducing of and gost, coul, ctay, scona, soil, gravel or rock products without turber's prior written consent.

Removal of improvements. Grantor shall not demonsh or remove any improvements from the Real Property without Landar's prior winter consent. As a condition to the temoval of any improvements, Lendar may require Grantor to make arrangements satisfactory to Lendar 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 flows to attend to Lender's interests and to inspect the Real Property for purposes of Granton's compliance with the torms and conditions of this Morteage.

Compliance with Governmental Requirements. Granton shall promptly comply with all laves, prointeness, and requirements authorities applicable to the use or occupancy of the Property, including without implication, the Americane With Disabilities Act. Granton may contest in good faith any such law, undersor, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Granton has public bender in writing prior to doing so and or long so, in Lender's role opinion, Londer's interests in the Property are not proportioned. Lander may require Granton to post adequate security or a smelty hand, leason stily satisfactory to London, se protect London's interest.

Duty to Frotest. Grantos agrees actinor to chanden or leave shatteneed the Property. Grentor shall do all other acts, in addition to those each set forth chose in this section, which from the character and use of the Property are reasonably necessary to protect and processer the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sunts 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 light, title or interest in the Real Property; whether leval, beneficial or aguitable, whether voluntary or involuntary, whether by outright sale, deed, installment sale octract, land contract for deed, least-hold interest with a latest greater than three 13, years, lease-uption contract, or by sale, assignment, or transfer of any regalifical interest in at to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. Individual this option shall not be exercised by Lender if such exercise is probibled by federal law or by Waccosin law.

TAXES AND HENS. The following provisions rotating to the taxes and liens on the Property are purt of this Mortgage:

Payment. Granter shall pay when due (and in all events prior to definitionary) all taxes, payro't 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 of claims for work down on or for service rendered or material furnished to the Property. Granter chall maintain the Property (see of any hers making priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lunder, and except for the lies of laxes and assessments not due as further specified in the Aight 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 colligation to pay, so long as Londer's interest in the Property is not populatized. If a tion prises or is filled as a result of nonpayment. Grantor shall within fifteen (15) days after the tien arises or, if a fish is filled, within lifteen (15) days after Grantor has notice of the Ling, secure the discharge of the Ren, or if requested by Lender, deposit with Lender cash or a sufficient scriptorate surery bond or other society satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attendoys' fees, or other charges that could assert as a result of a foreclosure or sale under the lien. In any context, Grantor shall defend itself and Lender and shall satisfy any satisfy the frequency. Grantor shall name a ender at an additional oblight under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand jurish to lender satisfactory evidence of payment of the cases or senesments and shall extreme the appropriate governmental official to deliver to Lander of any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least lifteen (15) days before any work is commenced, any services are

furnished, or environted are supplied to the Property, if any regularise's lien, materiolized's lien, or other lien could be asserted on auctional of the work, services, or materials. Granto, will open request of London furnish to Lendan advance assurances sadisfactory to Lendan during main will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a past of this Mortgago:

Maintenance of Insurance. Urantor shall procure and mointain policies of the insurance with standard extended coverage endorserrents on a replacement basis for the ruli insurable value opvering all improvements on the Itaal Property in an amount sufficient to avoid additional of any personance clause, and with a standard mortgages clause in favor of Lander. Grantor shall also procure and maintain comprehensive general liability insurance in such deverage amounts as Lender may require may require may require and their insurance process. Accidionally, Grantor shall maintain such other insurance, including but not imited to hazard, business interruption and build leaveshable. Accidionally, Grantor shall deliver to tender contitionate of coverage from each insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to tender contitionate of coverage from within notice to Lender and not committing any discillance of the cancellad or diminished without a minimum of thirty (30) days. Our written notice to Lender and not committing any discillance of the insurer's liability for failthrough the give such harder. Each insurance policy also shall include an endersement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor of any other person. Should the Real Property is located in an area designated by the Digital of Insurance in available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard onto, for the full unpair princips, balance of the loan and any prior lens on the property securing the loan, up to the maximum guitcy limits set loads: the National Flood Insurance Property, or as otherwise required by Lender, and to munifor puch insurance for the form of the loan.

Application of Proceeds. Gramor shall gramptly notify Lenger of any loss or damage to the Property. Lender may make proof of loss if Grantor tolls to do so within filteen (15) duvis of the descubly. Whather or not Lender's security is impaired, Lender may, at Lender's election, raceive and retain the proceeds of any insurance and apply the proceeds to the indehnethate, paymost of any lien affecting the Property, or the restoration and repair of the Property or the restoration and repair. Grantor shall repair of replace the damaged or cestioged improvements in a manner satisfactory to Londer. Lender shall, upon estisfactory proof of such expanditure, pay or reimburse Crantor from the proceeds for the responsible cost of required materials and in default under this Martgage. Any proceeds which have not been distanced within 180 days after their invalue 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 tools to pay accruent interest, and the recommender of any shall be applied to the principal talency of the Branton's interests may appear.

EENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect. Lendar's interest in the Property or it Granter fails to comply with any provision of this Mortgage or any Related Documents, including but not irroted to Granter's failure to discharge or pay when due any amounts Granter is required to discharge or pay under this Mortgage or any Related Bocomonts, Londor on Granter's patient may that stain not be obligated to take any action that Lendar deams appropriate, including but not limited to discharging or having all these, librar, security interests, encurronantees 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 expanditures incurred or paid by Lendar for such purposes will then that interest as the rate charged under the hote from the date incurred or paid by Lendar to the date of repayment by Granter. All such expansion will become a part of the indebtedness and, at Lendar's option, will (A) be payable on damand; (B) be added to the balance of the Note and by apportioned among each to payable with say installment hayments to decime due during either (1) the term of any applicable is unless policy; or (2) the remaining term of the Note, or (C) be treated as a hallogn payment which will be due and payable remedies to which Lendar may be antitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a past of this Mongaga:

Title. Granter warrants that: (a) Granter holds good and marketable title of racept to the Property is fee simple, free and clear of all liefts and encomprances other than these set forth in the Beal Property description or an any title insurance policy. File report, we hard title appropriate includes of, and occapitation, Lander in composition with this Montgage, and (b) Granter has the full right, power, and surface around to execute and deliver this Montgage to Lander.

Defense of Title. Subject to the exception in the paragraph above, Genetor warrants and will loraver defend the paperty against the lawful claims of all persons. In the event any arbition or proceeding is commenced that greatures Greatures below the interest of Lender under this Mortgege. Creator shall be isomethin at Greature's expense. Creator may be the normal 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 Greator will deliver, or cause to be delivered, to Lender south instruments as Lender may request from time to permit such participation.

Subrogation. Granter coverants that Lender is subrogated to the lien of any montgage or any other han which is discharged, whether in whole or in part, by the proceeds of the Note.

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

Survival of Representations and Warranties. All representations, werearnes, and agree pents made by Cranter in this Mortgage shall survive the execution and delivery of this Mortgage, shall be considering in hatties, and shall remain in full force are effect until such time as Granter's Indebtadoers shall be paid in full.

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

Proceedings. If any proceeding is condemnation is commenced, Grantor shall promptly hodity lender in writing, and Grantor shall principly take such stops to may be occasionly to be added the action and obtain the award. Grantor may be the controls party in such proceeding, but Lunder shall be entitled to participate in the proceeding and to be represented in the proceeding by coursel of its own.

choice, and Granton will deliver or cause to be delivered to leader such instruments and documentation is may be requested by tender from time to time to parent such participation.

Application of Net Proceeds. If all or any part of the Property is condensed by eminent domain proceedings or by any proceeding or numbers in lice of condemnation or fall or any part of the Property is said in less of condemnation. Lenses may at its election require that all or any purpose of the net proceeds of the award or rate be applied to the indebtodness or the repair or restoration of the Property. The not proceeds of the award or sale shall mean the award or sale after payment of this responsible costs, expenses, and attentions face instance by Lender in connection with the concentration or sale in large of condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORIFIES. The tollowing provisions relating to governmental taxes, logs and charges are a port of this Microsoft.

Current Taxes. Fees and Charges. Upon request by Lender, Granton shall execute such Comments in addition to this Mortgage and take whatever extended to the requested by Lender to perfect and continue Lender's lien on the Real Property. Granton shall reinhouse Lander for all texas, as departised below, topother with all execuses incurred in recording, perfecting or cost being this Mortgage including without brutation all taxes, test documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this seption papies: (1) a specific tox upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage. (2) a specific tex on Greater which Granter is authorized or required to deduce from payments on the Indebtedness secured by this type of Mortgage; (2) is tax on this type of Mortgage chargeable against the Lender of the Note: end (4) a specific tax on all or any portion of the Indebtedness or or payments of principal and interest made by Grunter.

Subsequent Taxes. If any tax to which this section applies is chucked subsequent to the date of this Morigage, this event shall have the same effect as an Event of Default, and Lender may exercise any or of of its available remotice for an Eyent of Default as provided below unless Grantor either. (1) pays the tax before it becomes delinquies, in: (2) contests the tax is previded oblum in the Taxes and Liune socion and deposits with Lender cash or 8 cufficient corporate surety bond to 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 Mortgages.

Security Agreement. This instrument shall constitute a Security Agreement to the record day of the Property constitutes fixtures, and London shall have all of the rights of a security under the Uniter in Communical Gode as generally from time to time.

Socially interest. Upon regilest by Leader, Grantor shall take whatever action is requested by Leader to perfect and continuo Leader's electricy interest in the Reins and Porsonal Property. Is addition to recording this Mortgage in the real property records, Leader may, at any time and without feether authorization from Grantor, rile executed counterparts, depice or reproductions of this Mortgage is a increasing statement. Grantor shall reinforce challenge the Leader for all expenses arounded in perfecting or continuous faculty interest. Upon default, Grantor shall not remove, sever or default the Personal Property from the Property. Upon default, Grantor shall ask assemble any Personal Property not affixed to the Property in a manner and at a place trasonably convenient to Grantor and Leader and make its available to Leader within three (2) days after receipt of recisen demand from Leader to the extent permitted by applicable law.

Addresses. The mailing addresses of Crustor (debtor) and Lander Isocared party) from which information concerning the security interest granted by the Mertgage may be obtained leach 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 attended in fact are a part of this Morrgage:

further Assurances. At any time, and from time to time upon request of tender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be blod, reported, reflect, or relegance, as the case may be, at such times and it such offices and places as Lender may deem appropriate, any and all such mortgages, deeps of bust, equing doods, such to agreements, financing statements, declaration statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to affectuate, complete, perfect, continue, or precious ITI. Grantor's objections carrier the Note, this Mortgage, and the Related Documents, and (2). The liens and security interests created by this Mortgage as first and drop feets on the Property, whether new owners or terualities adjusted by Granton. Unless prohibities of two tenders to the contrary in writing, Granton shall combined using a former shall combined under the page page.

Atterney in-East. 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 dumbaces, Grantor horeby invested appoints Lender as Grantor's efforces-in-fact for the purpose of making, executing, following, following, and doing all other things as may be necessary or desirable. In Lender's sole opinion, to accomplish the making referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness, including without limitation all tuture advances, whan due, and otherwise performs all the obligations imposed upon Grunter under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any linancing statement on the evidencing center's security interest in the forum and the Fersions 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 oping a shall constitute an Event of Default andie this Morropaya:

Payment Default. Granter fails to make any payment when one under the indebtedness.

Detailt on Other Payments. Faiture of Granter within the time required by this Mortgage to make any payment for taxes or interence, or any other payment necessary to prevent filing of or to offset discharge of any lian.

Other Defaults. Grantor halfs to comply with or to perform any other term, obligation, coverant or condition contained in this Mortgage as is any of the Related Decements or to comply with or to perform any term, obligation, coverant or condition contained in

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any cires ugreement between Lender and Granter.

Default in Fuvor of Third Parties. Should Creater default under any item, extension of precit, security agreement, porchase or sales agreement, or any other agreement, in lever of any other projectly or person that may materially affect any of Granton's projectly or Creater Studies to repay the indebtedness or Granton's ability to person or obligations under this Montgage or any related decimans.

False Statements. Any warranty, representation or statement made or turnished to Lender by Granter or on Granter's behalf proof this Mettgage or the Related Documents is felse or muleading in any material respect, either now or at the time made or furnished or becomes take or inisleading of any time thereester.

Defective Cullateralization. This Mortgage or any of the Related Documents coases to be in full force and effect impliciting failure of any collected occurrent to create a valid and perfected security interest or lish) at any tens and for any reason.

Death or bysivency. The death of Grantor, the inscitancy of Grantor, the appointment of a receiver for any part of Grantor's property, any sestigament for the comment of creators, say type of creditor workens, or the commencement of any proceeding under any bankruptcy or inscivency laws by or opainst Grantor.

Creditor or Forfaiture Proceedings. Commencement of foreclosure or forfaiture proceedings, whather by judicial proceeding, self-heig, repassession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indeptedness. This includes a garnishment of say 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 validay or reasonableness of the creditor is the passes of the creditor or forfaiture proceeding and deposits with Lender monies or a surery bond for the creditor or further monies or a surery bond for the creditor or further monies or a surery bond for the creditor or further proceeding, in an amount determined by Lender, in its sole dispute, as denoting an adequate reserve or finial for the dispute.

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

Events Affecting Guaranter. Any of the precoding events endure with respect to any guaranter, endorser, surety, or accommodation burly of any of the indebtedness or any guaranter, endorser, durety, or accommodation party dies or becomes incompagent, or reviews or disputes the validity of, or fidelially under, any Guaranty in the indebtedness. In the event of a seath, London, at its option, but shall not be required to, primit the guaranter's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lendar, and, in during so, cure any Event of Default.

Adversa Change. A meterial adverse phange ofours in Granton's financial condition, or Lender believes the prospect of payment or performance of the independences in important.

his equality. Lender in good faith behaves itself insulting

BIOHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lander's option, may exercise any one or more of the following rights and remedies, is addition to any other rights or remedies provided by lew-

Accelerate indebtedness. Lender shall have the right at its option without natice to Grantor to deplate the antive indestedness immediately due and poyable, including any propayment possity which Grantor would be required to pay.

UCC Recordies. With respect to all or any pert of the Pursural Property, Central shall have all the rights and remotive of a secured party under the Uniform Commercial Code.

Cultant Rents. Londor shall have the right, without notice to Grentor, to take possession of the Property and collect the Rents, including unbounts part dort and unpaid, and apply the net process, over end above Lander's costs, against the indiptedness. 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 Lander, if the Parts are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attentity in fact to endorse unbount tenants are collected by Lender, then name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lander in response to Lander's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lander may exercise its rights ender this subparagraph either in person, by egent, or through a recover.

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 property the Property to operate the Property proceding foreclosure or sale, and to collect the Sents from the Property and apply the proposed, over and above the cost of the receivership, against the interference or as the count may direct. The receiver may serve without bone if committed by law. Lender's right to the appointment of a receiver ghall exist whether it not the apparent value of the Property exceeds the Indobledness by a substantial amount. Employment by Lender shall not disquality a person from setving as a receiver.

Judicial Forenlasure. I entier may obtain a judicial decree forenlasing Grantor's Interest in all or any part of the Property.

Nonjudicial Safe. If permitted by applicable law, Lender may foreclose Granter'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 Indeptedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Forestosure without Deficiency Judgment. Granter agrees to the provisions of Wile State, Section 846.103 (as the same may poamended or renumbered from time to time if the Real Property is twenty (20) acres on less, and is either (1) a 1.4 family residence that is owner-accupited at the Instatron of a forestowner proceeding, (2) a chante, (3) is farm, or (4) is owned by a tax exempt charitable organization. Pursuam to Wis. State, Section 846.101, London under waiving the right to judgment for any delicency, may conduct a forestosure sale of the Real Property as (6) months after a forestosure judgment is entered. If the Real Property is type orner than that described in Wis. State, Section 846.101(1), then Counter agrees to the provisions of Wis. State, Section 846.103 (as the same may be amended or renombered from time to tomp) permitting Lemier, wast waiving the right to judgment for any delicional, to conduct a forest-value sale of the Seat Property tures (3) months after a forest-value judgment is entered.

Tenancy at Sufferance. If Grantou remains in possession of the Property after the Property is said as provided above or finited otherwise becomes entitled to possession of the Property upon including Granton, Granton shall become a tunant at sufferance of Lendon or the purchaser of the Property and shall at Lendon's option, either (1) pay a reasonable routal for the use of the Property, or (2) yearst the Property immediately upon the demand of Lendon.

Other Remedies. Lender shall have all other nonts and remembe provided in this Mortgage of the Note or available at law as in equity.

Sale of the Property. To the extent parmitted by applicable law, Granton helpby warre, any old at right to have the Property marshalled. In exercising its rights and remedies. Lander shall be had to self all or any part of the Property together or separately, in one sale or by separate sales, and to execute and define to the purchasers of the Property deeds of conveyance cursuant to law. Lender shall be entitled to bid at any public sale or all or any portion of the Property.

Notice of Sale. Lander shall give Granter 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 Heal Property.

Election of Remedies. Election by Lender to pursue any remody shall not excited person of any other temody, and an election to make expenditures or to take action to perform an abagation of Granter under this Multipage, after Granter's faiture to perform, shall not affect cender a right to declare a default and exercise its remodies. Nothing under this Mortgage or otherwise shall be communed so as to line as restrict the rights and remodels available to Londer following on Event or Default, or in any way to hand or restrict the rights and shallow of Londer to proceed directly against Cractor and/or against any other co-maker, guarantor, surery 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 entorce any of the terms of this Mortgage. Lender shall be notified to remove such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court antion is involved, all reasonable expenses Lender indure that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall necome a part of the indebtadness payable on demand and shell bear interest at the Note rate from the date of the expenditude until repaid. Expenses covered by this paragraph include, without limitation, nowever subject to any limits ender applicable law, Lender's attenders' fine and Lender's level expenses whether or not that is a lavesoit, including atterneys fees and expenses for bankruptov encountings final date of readily or whether any accompanies injunction), appeals, and any automated post-judgment conception services, the cost of searching records, obtaining like regards including fercitorure reports! Surveyors' reports, and appraisal toes and the maureage, to the extent permitted by applicable law. Grantor also will bey any court costs, in addition to all other sums provided by low.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be effective when actually culvered, when actually received by telefacalmile funless otherwise required by (aw), when deposited with a nationally received overright course, or it mated, when deposited in the United States mail, as this class certified or registered mail dostage prepaid, directed to the addresses shown and the beginning of this Mortgage. All profess of notices of foreclosure from the height of any lion which has princitly even this Mortgage shell be sent to Lender's address, as shown main the beginning of this Mortgage. Any perfy 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 shange the party's address. For notice gurposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless ethicises of Grantor agrees to the single feet of Grantor agrees to be notice given by Lender to any Grantor is deemed to be notice given to different by lew, if their is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to different as

MISCELLANZOUS PROVISIONS. The following miscellaneous provisions are a part of this Microgage:

Amondments. This Mortgage, logisther with any Related Documents, constitution the entire understanding and agreement of the portion as to div matters set for their this Mortgage. No alteration of or amendment to this Mortgage shall be affective prices given in writing and signed by the party or parties sought to be charged or bound by the alteration or amondment.

Anneal Reports. If the Property is used for purposes other than Granton's merchants, Granton shall human to tunder, once thought, a certified statement of not operating income received from the Property during Granton's previous fiscal year in such form and described shall require. That operating income is shall mean all cash receipts from the Property less all cash expenditures made in someotical with the operation of the Property.

Caption Headings. Caption headings in this Martgage are for operanded purposes only and are not to be insed to interpret or define the provisions of this Montgage.

Governing Law. This Mertgage will be governed by federal law applicable to Londor and, to the extent not precipited by federal law, the laws of the State of Wisconsin without regard to its condition of law provisions. This Mortgage has been assepted by Lender in the State of Wisconsin.

Choice of Venue. If there is a lewsont, Grantor agrees upon Londor's request to submit to the jurisdiction of the courts of Mikrobokov County, Stare of Wisconsin.

No Waiver by Leader. Lander shall not be deemed to have waiver any rights under this Martgage unless such waiver is given in writing and slighed by Leader. No delay or pression on the part of Leader in exercising any right shall oberate as a waiver of such right or any other right. A waiver by Leader of a provision of this Mortgage shall not prejudice or constitute a waiver of Leader, her any other provision of this Mortgage. No prior waiver by Leader, her any order provision of this Mortgage. No prior waiver by Leader, her any follower transfer thanks and Grantor, while constitute a waiver of any of Leader's rights or of any of Grantor's obligations are any follower transfer from the Constitute of Lighdon is required under this Mortgage, the granting of such constitute continuing constitute of Lighdon is required under this Mortgage, the granting of such constitute continuing constitute to solve deposit instances where such consent is required and in all pages such consent may be granted or withhold in the acter discretion of Leader.

Severability. If a court of competent jurisdiction finds any provision of this Martigage to be illegal, invalid, or unemforceable as to any circumstance, that finding shall not make the offending provision shall be considered modified to that it becomes legal, would and enforceable. If the effending provision chall be considered deleted from this Martigage. Unless etherwise required by text, the illegality, or unemforceability of any provision of this Martigage, after the legality, validity or enforceability of any provision of this Martigage.

Marger. There shoulde no merger or 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 consont of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Granter's interest, this Mortgage shall be bricking 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 Granter, conder, without notice to Cranter, may one with Broater's successors with reference to this Mortgage and the Indebtedness by way or forbourded or gridge or without releasing Granter from the obligations of this Mortgage or Pablity under the Indebtedness.

Time is of the Essence. Time is at the essence in the parformance of this Martyage.

DEFINITIONS. The following depitidized words and terms shall have the following meanings when used in this Mongage. Unless specifically stated to the contrary, all references to gollar amounts shall mean amounts in lawful money of the United States of Amorica. Words and terms used to 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 Murrgage shall have the meanings attributed to such terms in the Uniform Commercial Code.

Serrower. The word "Burrower" means Jeffrey K. Lau and includes all co-signors and co-makers displing the Nets'.

Default. The word "Default" means the Default set forth in this Mortgage in the spectral sited "Default".

Environmental Laws. The words "Environmental Laws" clean any end all state, rederal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Comprehensive, and Llability Aut of 1950, as amended, 42 U.S.C. Section 9501, at seq. (TCERCLA\*), the Superfund Amendments and Reanthorization Act of 1966, Pab. L. No. 93-499 ("SARA\*), the Hazardous Materials Transportation Act, 49 U.S.C. Section 8901, at seq., or other applicable state or ledger 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 Mortgoge in the events of default section of this Mortgoge.

Grantor. The viord "Grantor" means Jeffrey K. Lau.

Gearanty. The word "Gueranty" means the guaranty from gueranter, andersor, surety, or accommodation party to Lender, including without limitation a gueranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration of physical, phenical or infectious characteristics, may cause or post a present or potential hazard to human health or the environment when improperly used treated stored, disposed of, generated, manufactured, treasported or otherwise handled. The words "Hazardous Rubstances" 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 frection thereof and asbestics.

Improvements. The word "Improvements" induits of 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 looses and expenses payable under the Note or Related Documents, segether with all renewals of, extensions of modifications of consolidations of and subsultations for the Note or Related Documents and, to the extent not prohibited by law any amounts expended or advanced by Lendor to discharge Grantoris unbigations or exponess incurred by Lendor to enforce Grantor's obligations under this Mortgage, together with interest on such success provided in the Mortgage. Specifically, without limitation, Indebtedness includes the luture advances set forth in the Future. Advances prevision, together with all interest thereon and all arsounts that may be indirectly socured by the Cross-Colleterelization provision of this Mortgage.

Lender. The work "Unider" theses MRd Marshad & listoy Bank, its successors and assigns.

Murtgage. The word "Mustgage" rimans this Mortgage between Grantor and Lender.

Note. The word "Note means the promissory note dated June 17, 2008, in the original principal amount of \$168,350.00 from Granton 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 attached or affixed to the Real Property; together with all accessions, pairs, and additions to, all replecements of, and of substitutions for, any of such property; end together with all proceeds findlying without limitation all insurance processes and refunds of promises from any cale or other diagosition of the Property.

Property. The word: "Property" means ordinatively the Real Property and the Personal Property.

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

Related Documents. The words "Related Documents" mean all promissory jutes, cross agreements, lean agreements, environmental agreements, guaranties, security agreements, mortgages, deuds of trust, security depos, collateral inortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Loan	No:				

RANTOR;	DVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.
Jeffrey K. Gair	
This Monga	go propared by: X
	Name of Signer: Craig Butzinski, Loan Documentation Specialist
Complete eithar Auther	ntication Section or Acknowledgment Section
	AUTHENTICATION
gratmets) of Jeffrey K. Lau authenticated this	day of2B
the Member State Bar of Wisconsin or sharized under Serdion 706 Q8, Wis. State.	
STANDARDAN THE DISC. CAMENDERS A VICE AND MANY MANY MANY	
INDIVIDU	AL ACKNOWLEDGMENT
PATE OF Wiscorum	Į.
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DUNTY OF Milylander	E g
d who executed the Mongage, and acknowledged that t	associally appreced definey K. Lau, to me known to be the individual described the as abu signed the Muntgage as his or her tree and veluntary act and deed, h
e tises and purposes there in mentioned.	day of June 20 05.
# =	Residing at
Type or Print Marnel	
otary Public in and for the State of Winson, in	My commission expires. It at at



Policy No. 74107- 538983

## Policy of Title Insurance

American Land Title Association Loan Policy (10-17-92)

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, TICOR TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, sustained or incurred by the insured by reason of:

- 1. Title to the estate or interest described in Schedule A being vested other than as stated therein
- 2. Any defect in or lien or encumbrance on the
- Unmarketability of the title.
- 4. Lack of a right of access to and from the land;
- 5. The invalidity or unenforceability of the lien of the insured mortgage upon the title:
- 6. The priority of any lien or encumbrance ever the lien of the insured martgage:
- 7. Lack of priority of the lien of the insured mortgage over any statutory fien for services. labor or material:

- (a) saising from an improvement or work related to the land which is contracted for or commenced prior to Date of Policy; or
- (b) arising from an improvement or work related to the land which is contracted for or commerced subsequent to Date of Policy and which is financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance:
- 8. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule A, or the tailers of the assignment shown in Schedule. A to vest title to the insured mortgage in the named insured assignee free and clear of all liens

The Company will also pay the costs, attorneys' tees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

This policy shall not be valid or binding until countersigned below by an authorized signatory. of the Company.



Heritage Title Services, Inc.

(262) 785-9555

Fax (262) 785-0474

17450 W. North Avenue

Brookfield, W1 53045

Gv.

ATTEST

TICOR TITLE INSURANCE COMPANY

President

Secretary

Authorized Signatory

Reorder Form No. C8936- (Remixted 03/01)

ALTA Loan Policy (10-17-92)



## EXHIBIT H



DOC.# 09486921

REGISTER'S OFFICE | SS Milwaukee County, WI|

RECORDED 08/30/2007 02:44PM

JOHN LA FAVE REGISTER OF DEEDS

AMOUNT:

27.00

**MORTGAGE** 

DOCUMENT NUMBER:

RETURN ADDRESS: M&I Marshall & Ilsley Bank Collateral Department 401 N Executive Drive Brookfield, WI 53005

PARCEL I.D. NUMBER: 477-0173-00



THIS MORTGAGE dated July 27, 2007, is made and executed between Jeffrey K. Lau, a single person, whose address is 7828 W Becher St, West Allis, WI 53219 (referred to below as "Grantor") and M&I Marshall & Ilsley Bank, whose address is 7000 W Greenfield Ave, West Allis, WI 53214 (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:

LOT 12, IN BLOCK 3, IN CONKLIN PARK SUBDIVISION, A PART OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 6 NORTH, RANGE 21 EAST, IN THE CITY OF WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN.

The Real Property or its address is commonly known as 7828 W Becher Street, West Allis, WI 53219. The Real Property tax identification number is 477-0173-00.

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

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

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 THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS

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

GRANTOR'S REPRESENTATIONS AND WARRANTIES Grantor warrants that (a) this Mortgage is executed at Borrower's request and not at the request of Lender, (b) Grantor has the full power, right, and authority, acting alone, to enter into this Mortgage and to



Page 2

hypothecate the Property. (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Granter and do not result in a violation of any law, regulation, could decree or order applicable to Granter, (d) Granter has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition, and (e) Lender has made no representation to Granter about Borrower (including without limitation the creditworthiness of Borrower)

PAYMENT AND PERFORMANCE Except as otherwise provided in this Mortgage, Borrower and Grantor shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and 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 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 Londer 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 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 land 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

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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 the Existing Indebtedness referred to in this Mortgage or 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 ben 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 that could accrue as a result of a foreclosure or sale under the lien—In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property—Grantor shall name Lender as an additional obligee under any 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

Grantor shall procure and maintain policies of fire insurance with standard extended coverage Maintenance of Insurance 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 mortgagee 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 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.

Compliance with Existing Indebtedness During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness

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 comply with any obligation to maintain Existing Indebtedness in good standing as required below, or 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.

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### 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 the Existing Indebtedness section below 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 Borrower's Indebtedness shall be paid in full

EXISTING INDEBTEDNESS The following provisions concerning Existing Indebtedness are a part of this Mortgage

Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

**No Modification** Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender

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 fieu of condemnation or if all or any part of the Property is sold in fieu 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 fieu 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 Borrower which Borrower 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 Borrower

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 Rents 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 exceuted 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 not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any

Page 5

Personal Property not affixed 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 make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, 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) Borrower's and Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage 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 Borrower and Grantor pay all the Indebtedness, including without limitation all future advances, when due, and Grantor 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 Borrower 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 Borrower or 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 Borrower or Grantor

Default in Favor of Third Parties Should Borrower or any 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 Borrower's or any Grantor's property or Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Mortgage or any related document

False Statements Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or 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 Borrower's or Grantor's existence as a going business or the death of any member, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor

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

Existing Indebtedness. The payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the promissory note evidencing such indebtedness, or a default occurs under the instrument securing such indebtedness and is not cured during any applicable grace period in such instrument, or any suit or other action is commenced to foreclose any existing lien on the Property

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or 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 Borrower or 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 In

the event of a death. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default

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 which 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 Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness In furtherance of this right, Lender 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 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, Borrower and Grantor hereby waive 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 this 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 Borrower 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

Page 7

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.

ISDA Obligations and Indebtedness includes, without limitation all obligations, indebtedness and liabilities arising pursuant to or in connection with any interest rate swap transaction, basis swap, forward rate transaction, interest rate option or any similar transaction between the Borrower and Lender

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 of 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

Choice of Venue If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Milwaukee County, State of Wisconsin

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

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.

Severability 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 J K Lau Investments, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns

Page 8

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 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 1801, 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

Existing Indebtedness The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Mortgage

Grantor The word "Grantor" means Jeffrey K Lau

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 the future advances set forth in the future. Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

Lender The word "Lender" means M&I Marshall & IIsley 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 July 27, 2007, in the original principal amount of \$275,000.00 from Borrower 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.

Jeffrey K Lau

Page 9

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Title Member State Bar of Wisconsin or		
authorized under Section 706 06. Wis Stats		
INDIVIDUA	AL ACKNOWLEDGMENT	
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COUNTY OF MRANGES  On this day before me, the undersigned Notary Public, persond who executed the Mortgage, and acknowledged that he be uses and purposes therein mentioned	sonally appeared Jeffrey K Lau, to me e or she signed the Mortgage as his or	her free and voluntary act and deed,
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COUNTY OF Print Name	sonally appeared Jeffrey K Lau, to me e or she signed the Mortgage as his or day of Residing at	her free and voluntary act and deed,
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COUNTY OF Machine County Of Ma	sonally appeared Jeffrey K Lau, to me e or she signed the Mortgage as his or day of Residing at	her free and voluntary act and deed,

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### **NOTICE OF LIS PENDENS**

FILED
09-29-2017
John Barrett
Clerk of Circuit Court
2017CV011520
Honorable Stephanie
Rothstein-25
Branch 25

Document Number:

Return Address:
Carlson Dash LLC
10411 Corporate Drive
Suite 100
Pleasant Prairie, WI 53158

Tax Key Number: 477-0173-000

STATE OF WISCONSIN: CIRCUIT COURT: MILWAUKEE COUNTY

BMO HARRIS BANK N.A., 111 W. Monroe St., Chicago, IL 60603,

Plaintiff.

v.

J.K. LAU INVESTMENTS, LLC, 7828 W. Becher St., West Allis, WI 53219,

J K. LAU PROPERTIES, LLC 7828 W. Becher St., West Allis, WI 53219,

JEFFREY K. LAU, 7828 W. Becher St., West Allis, WI 53219,

JANE DOE, unknown spouse of Jeffery K. Lau., 7828 w. Becher St., West Allis, WI 83219,

VEOLIA ES SOLID WASTE MIDWEST INC., One Honey Creek Corporate Center 125 S. 84<sup>th</sup> St., Suite 200, Milwaukee, WI 53214,

CITY OF WEST ALLIS, 7525 W Greenfield Ave., Room 232, West Allis, WI 53214, Case Code: 30301, 30404

Amount in controversy is greater than \$10,000.00

EDWARD H. WOLF AND SONS, INC. f/k/a HOPSON OIL COMPANY Colette K. Troeller, Registered Agent 414 Kettle Moraine Dr. S Slinger, WI 53086,

SOCIETY INSURANCE, A MUTUAL COMPANY William Bunzel, Registered Agent 150 Camelot Dr., Fond du Lac. WI 54936.

PORTFOLIO RECOVERY ASSOCIATES Corporation Service Company, Registered Agent Bank of America Center, 16th Floor 1111 East Main Street Richmond, VA 23219,

FROEDTERT MEMORIAL LUTHERAN HOSPITAL INC. General Counsel C/O Froedtert Health 9200 W. Wisconsin Avenue Milwaukee, WI 53226,

Defendants.

#### NOTICE OF LIS PENDENS

NOTICE IS HEREBY GIVEN THAT AN ACTION HAS BEEN COMMENCED and is now pending upon the complaint of the Plaintiff above named against the Defendants above named, and the object of said action is foreclosure of mortgages. The mortgages were recorded in the office of the Register of Deeds for Milwaukee County on July 21, 2005, as Document No. 09052923, and on August 30, 2007, as Document No. 09486921. Said mortgages encumber the following described premises, lying and being in Milwaukee County, Wisconsin:

Lot Twelve (12), in Block Three (3), in Conklin Park Subdivision, a part of the Southeast One-quarter (1/4) of Section Four (4), Township Six (6) North, Range Twenty-one (21) East, in the City of West Allis, Milwaukee, Wisconsin.

For reference only, the above described property is commonly known as: 7828 W. Becher St., West Allis, WI 53219

Dated at Pleasant Prairie, Wisconsin, this 29th day of September, 2017.

# CARLSON DASH LLC Attorneys for Plaintiff

/s/ Bryce R. Cox

By: Kurt M. Carlson State Bar No. 1087495 Bryce R. Cox State Bar No. 1087881

Drafted By:
Bryce R. Cox
10411 Corporate Drive
Suite 100
Pleasant Prairie, WI 53158
262-857-1600

### **NOTICE OF LIS PENDENS**

FILED
09-29-2017
John Barrett
Clerk of Circuit Court
2017CV011520
Honorable Stephanie
Rothstein-25
Branch 25

**Document Number:** 

Return Address:
Carlson Dash LLC
10411 Corporate Drive
Suite 100
Pleasant Prairie, WI 53158

Tax Key Number: 455-0031-001

STATE OF WISCONSIN: CIRCUIT COURT: MILWAUKEE COUNTY

BMO HARRIS BANK N.A., 111 W. Monroe St., Chicago, IL 60603,

Plaintiff.

V.

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SOCIETY INSURANCE, A MUTUAL COMPANY William Bunzel, Registered Agent 150 Camelot Dr., Fond du Lac, WI 54936,

PORTFOLIO RECOVERY ASSOCIATES Corporation Service Company, Registered Agent Bank of America Center, 16th Floor 1111 East Main Street Richmond, VA 23219,

FROEDTERT MEMORIAL LUTHERAN HOSPITAL INC. General Counsel C/O Froedtert Health 9200 W. Wisconsin Avenue Milwaukee, WI 53226.

Defendants.

#### NOTICE OF LIS PENDENS

NOTICE IS HEREBY GIVEN THAT AN ACTION HAS BEEN COMMENCED and is now pending upon the complaint of the Plaintiff above named against the Defendants above named, and the object of said action is foreclosure of a mortgage. The mortgage is recorded in the office of the Register of Deeds for Milwaukee County on October 2, 2007, as Document No. 09502388. Said mortgage encumbers the following described premises, lying and being in Milwaukee County, Wisconsin:

Lot 8 in Block 2 in McGeoch Farm Subdivision No 1, being part of the Northwest ¼ and Southwest ¼ of Section 2, in Township 6 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin.

For reference only, the above described property is commonly known as: 5632 W. Burnham St., West Allis, WI 53219

Dated at Pleasant Prairie, Wisconsin, this 29th day of September, 2017.

# CARLSON DASH LLC Attorneys for Plaintiff

/s/ Bryce R. Cox

By: Kurt M. Carlson State Bar No. 1087495 Bryce R. Cox State Bar No. 1087881

Drafted By:
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