



February 1, 2022

Michelle Rothschild  
National Properties LLC  
9242 W. National Ave. Suite 100  
West Allis, WI 53227

Dear Ms Rothschild:

Pursuant to your application and information provided by you regarding the remodeling of a commercial building located at 9242 W. National Ave., the Common Council of the City of West Allis ("City") hereby agrees to make a loan to you, in accordance with the the following specific terms and conditions:

1. Borrower. The Borrower shall be Michelle Rothschild, owner of National Properties LLC or as assigned and property owner of 9242 W. National Ave., West Allis, WI 53227.
2. Guarantors. Michelle Rothschild
3. Project. Loan proceeds are to be used for the construction costs to remodel the commercial building located at 9242 W. National Ave., West Allis, WI 53227.
4. Loan Amount. The loan amount shall not exceed Fifty Thousand Dollars (\$50,000) comprised of the following:
  - A. \$50,000 Forgivable Loan under the National Avenue Economic Development Instore Program Funding source – TIF #11. Disbursement of the aggregate principal will be at loan closing with proper paid invoices or purchase orders. The loan will be evidenced by a note payable by the Borrower to the City. The loan will have monthly interest payments with a pro-rated portion of principal forgiven at anniversary of the loan Note.
5. Interest Rate. (To be computed on basis of 360-day year.) The interest rate shall be the prime rate as published by Bloomberg.com at time of closing. Today, the interest rate is three and one-quarter percent (3.25%) per annum. In the event of default, all unpaid principal and interest shall bear interest at the rate of eighteen percent (18.0 %) per annum until paid.
6. Term. The term of this loan shall be 5years.
7. Payments. Payments will be as follows:
  - Interest only payments on the InStore Program Note during term of the loan.

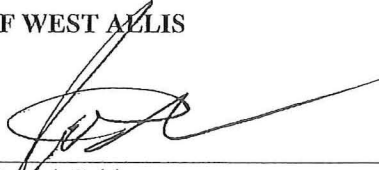
8. Late Charge. A late charge not to exceed one percent (1%) on each dollar of each payment, which is more than ten (10) days in arrears may be collected provided that no such charge shall exceed the maximum amount which may be charged according to law.
9. Security. As security for the loan, the Borrower will deliver to the City:
  - A. A second position Mortgage on the real estate of 9242 W. National Ave., West Allis, WI 53227
  - B. An Unlimited Personal Guarantee from Michelle Rothschild
10. Loan Processing Fee. A non-refundable fee of Five Hundred Dollars (\$500.00) to be paid upon acceptance and delivery of this Commitment. The fee is compensation to the City for making the loan and shall be fully and completely earned upon acceptance of this Commitment by the Borrower.
11. Maturity Date. This loan shall mature in February 20, 2027.
12. Closing Date. The loan shall close on or before February 20, 2022.
13. Prepayment Privilege. The loan may be prepaid, in whole or in part, at any time without penalty or restriction.
14. Duns Number. Borrower must provide a Duns number as proof of application by closing and provide a federal identification number to the City.
15. General Conditions. All of the terms and conditions contained in the attached "General Conditions" (Attachment A) for economic development loans.
16. Acceptance. Except as provided in the General Conditions, this Commitment shall be deemed binding upon the City if the City receives an unqualified acceptance by the Borrower of the terms and provisions contained herein, evidenced by the Borrower properly executing this document below and delivering it to the office of the undersigned on or before February 20, 2022, along with the non-refundable loan processing fee and the written guarantee of the loan by Michelle Rothschild. If not so accepted, the City shall have no further obligation hereunder.

17. Upon the annual financial review of the business, a portion of InStore Note will be forgiven or in default repaid, as prorated below:

- Year 0-1: 100% of eligible loan funds
- Year 1-2: 80% of eligible loan funds
- Year 2-3: 60% of eligible loan funds
- Year 3-4: 40% of eligible loan funds
- Year 4-5: 20% of eligible loan funds

**CITY OF WEST ALLIS**

By: \_\_\_\_\_

  
Patrick Schloss  
Economic Development

**ACCEPTANCE**

The foregoing Commitment, as well as the terms and conditions referred to therein, are hereby accepted.

**National Properties LLC**

Date: \_\_\_\_\_

2-3-22

By: \_\_\_\_\_

  
Michelle Rothschild, Owner

Received Acceptance and Loan Processing Fee:

By: \_\_\_\_\_

  
Shaun Mueller, Development Project Manager  
Economic Development

Date: \_\_\_\_\_

2-7-22

## LOAN AGREEMENT

**THIS AGREEMENT** is made and entered into this 18<sup>th</sup> day of February 2022, by and between Michelle Rothschild as member of National Properties LLC, a Wisconsin Limited Liability Company (hereinafter the "Borrower"), having its principal offices at 2320 W. Graylog Ln. New Berlin, WI 53151 and the City of West Allis, a municipal corporation, organized and existing under the laws of the State of Wisconsin (hereinafter "City"). The City and the Borrower are each referred to herein as a party or together as "Parties."

**WHEREAS**, the City has implemented a National Avenue Corridor Economic Development Loan Program, of which for this project the source of funds is through Tax Increment Finance District #11; and,

**WHEREAS**, the Borrower desires to use the loan proceeds for the remodeling of a commercial building (hereinafter "Project") located at 9242 W. National Ave, West Allis, WI 53214 (hereinafter "Property") owned by National Properties, LLC; and,

**WHEREAS**, the Borrower has made application for economic development assistance in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) from the City for the remodeling of a commercial space located at 9242 W. National Ave. ("Loan"); at the Property and,

**WHEREAS**, the City is willing to make the Loans and the Borrower willing to accept the Loan in accordance with the following terms and conditions.

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual representations, warranties, assurances, covenants and agreements hereinafter set forth, the parties agree as follows:

1. The City shall loan to the Borrower the following:
  - A. A loan from Tax Increment Finance District #11 in the maximum sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) pursuant to the terms and conditions of a Promissory Note and Amortization Schedule, hereby incorporated within, in the form attached hereto as **Exhibit "A"** (hereinafter the "Note A"); and,
  - B. For the loan, the Borrower must deliver to the City:
    - (2) A second position mortgage on the real estate of 9242 W. National Ave., West Allis, WI 53227, attached hereto as **Exhibit "B"**; and,
    - (3) An unlimited Personal Guarantee from Michelle Rothschild, attached hereto as **Exhibit "C"**; and,

C. All documents listed above are collectively referred to along with the Loan Agreement as the "Loan Documents."

2. The proceeds of the Loan will be disbursed by the City to Borrower upon closing of the loan with proper documentation at closing (i.e. invoices, evidence of payment, receipts, etc.).

3. As security for the Loan, the Borrower shall deliver to the City at closing:

A. A second position mortgage on the real estate of 9242 W. National Ave., West Allis, WI 53227, attached hereto as **Exhibit "B"** and hereby incorporated within.

B. An unlimited Personal Guarantee from Michelle Rothschild in an amount equal to the outstanding balance due on the loan, attached hereto as **Exhibit "C"** and hereby incorporated within.

4. In order to induce the City to enter into this Agreement, the Borrower shall make the following representations, assurances, covenants and certifications:

5. The Project would not be undertaken unless the public funding provided by the Loan becomes available, as the Borrower can maximally raise only a portion of the debt and equity funds required to complete the Project.

6. This Agreement, the Notes and other Loan Documents are legal, valid, binding upon and enforceable against the Borrower, in accordance with their terms, except as such terms may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditor's rights generally and except as may be limited by general principles of equity.

7. The Borrower will comply with all of the terms and conditions contained in the Federal Requirements for Economic Development Loans in **Exhibit "F"** and **Exhibit "G"** attached hereto and incorporated within to this Agreement.

8. During the term of the Loan:

A. The Borrower will file when due or obtain valid extensions for all federal and state income and other tax returns which are required to be filed and will pay all taxes shown on said returns and on all assessments received by them

to the extent that such taxes shall have become due. The Borrower has no knowledge of any liabilities, which may be asserted against them, upon audit of their federal or state tax returns.

B. Except as disclosed by the Borrower to the City in writing prior to the date hereof, there is no action, suit, proceeding or investigation before any court, public board or body pending or threatened against the Borrower or any of their property, which, if adversely determined, would have a material adverse effect upon the business, properties or financial condition of the Borrower.

C. The Borrower shall execute and deliver to the City such financing statements and other documents as may be required to create, perfect, preserve and maintain any security interest now or in the future granted to the City by the Borrower.

D. The Borrower shall preserve and maintain its business as presently conducted or contemplated, per the Loan Agreement and Loan Application to the City and all of its rights, privileges and franchises necessary or desirable in the normal conduct of said business, and conduct its business in an orderly, efficient and regular manner, keep its property useful or necessary to the operation of its business in good working order and condition, and from time to time make all needed repairs, renewals and replacements thereto, so that the efficiency of the Borrower's property shall be usefully preserved, and will comply with all applicable laws and regulations governing the conduct of the Borrower's business and the terms of any indenture, contract or other instrument to which the Borrower may be a party or under which it or its property may be bound, if noncompliance will have a material adverse effect upon its financial condition, except where contested in good faith and by proper proceedings.

E. The Borrower shall pay to the City, upon demand, all reasonable charges, personal property taxes, real estate taxes, water utility bills, and special assessments, charges or fines, and expenses of every kind or description, including, but not limited to, actual and reasonable attorney's fees and expenses of litigation and any and all expenses incurred by the City in seeking relief from the automatic stay or any other bankruptcy proceedings, and other expenses (of the type customarily charged by the City) incurred or expended by the City in connection with or in any way related to the City's relationship with the Borrower, with respect to the transactions contemplated by this Agreement or any other Loan Document, whether hereunder or otherwise.

F. The Borrower as applicable, shall immediately notify the City in

writing of the occurrence of any failure by it to observe or perform any covenant or agreement contained in any Loan Document or any other default hereunder or under any other Loan Document.

G. During the term of the Loan, the City shall be listed as Additional Insured for the General Liability and the City shall also be listed as the Lender's Loss payee for the business property.

9. All statements contained in any certificate, instrument or document delivered by or on behalf of any of the Parties pursuant to this Agreement and the transactions contemplated hereby shall be deemed representations and warranties by the respective Parties hereunder unless otherwise expressly provided herein. The representations, assurances and covenants contained in this Agreement shall survive the closing and continue in full force and effect for the duration of the Loan. No examination or investigation by or on behalf of the City shall have the effect of estopping the City from asserting breach or failure of any such representation or warranty or constitute or operate as a waiver of any such representation or assurance in whole or in part.

10. The Loan shall be closed with the City of West Allis, Department of Development, located at 7525 W. Greenfield Ave., West Allis, WI, at a mutually agreeable time within thirty (30) days of the date of execution of this Agreement. The City's obligation to fund the Loan is conditioned upon the Borrower, as applicable, providing the City, prior to the date of closing:

A. Any preconditions for closing set forth in **Exhibit "H"** attached hereto and incorporated within to this Agreement; the Loan Commitment Letter dated February 1, 2022 and accepted by the Borrower on February 3, 2022.

B. Any and all valid termination statements, releases or subordination agreements the City may require to guaranty that the security for the Loan has the priority positions called for by this Agreement.

C. All Loan Documents which the City shall deem necessary or required relative to the completion of the Loan, including the Notes, a second position Mortgage, and an Unlimited Personal Guaranty and such other financial statements as are required for the perfection thereof. Policies shall provide evidence of coverage acceptable to the City that includes fire and hazards coverage for all real property and equipment pertaining to this loan, liability coverage for the business, etc. Evidence of insurance shall be provided by a Certificate of Insurance listing the City of

insurance shall be provided by a Certificate of Insurance listing the City of West Allis and its officers (elected and appointed), employees, agents and volunteers as additional insured on the insurance policies. The Borrower's, as applicable, evidence of insurance must insure the City for the replacement value of equipment and also for general liability per the terms of Borrower's, as applicable, policy during the term of the loan. If insurance is not maintained during the term of the loan, the lack of insurance is an event of default on the loan. The Borrower agrees to submit all documents as requested by the City Attorney. The insurance coverage must be in a form approved by the City Attorney.

D. Confidential financial statements from the Borrower which were incorporated into the Project file.

E. The Borrower shall provide the Federal I.D. number for Borrower's corporation to the City.

F. Intentionally left blank.

G. In the event the Borrower is unable to satisfy the conditions of this section, the City's obligation to fund the Loan shall terminate and be of no further force or effect.

11. In the event of a nonpayment by the Borrower of any sum of money at the time or times when the payment shall become due; or the failure to observe or perform any of the covenants or agreements by the Borrower to be kept and performed under the Loan Documents; or the breach of any representation, warranty or assurance made in the Loan Documents by Borrower or in any document furnished under the terms of any Loan Document; then, in such case, the whole amount of principal due on the Note(s) shall, at the option of the City, become immediately due and payable without any notice whatsoever, which is hereby waived, and the same, together with all sums of money which may be or have been paid by the City in connection therewith, plus interest thereon at the rate aforesaid, shall thereupon be collectible in a suit of law, in the same manner as if the whole of said principal sum had been made payable at the time when any such default shall occur; and, the Borrower covenants and agrees that it will pay to the City all expenses incurred therein, and in addition to the taxable costs in such suit, a reasonable sum of money as attorneys' fees, to be included with the expenses above mentioned in the judgment or decree.

12. Each of the Parties to this Agreement is entitled to all remedies in the event of default or breach provided at law or in equity. Any forbearance by the City in



exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

13. Any notices or other communications required or permitted hereunder shall be in writing and shall be sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, addressed as follows:

If to the Borrower: Michelle Rothschild  
National Properties LLC, Suite 100  
9242 W. National Ave.  
West Allis, WI 53227

If to the City: City of West Allis  
Department of Development  
7525 West Greenfield Avenue  
West Allis, Wisconsin 53214  
Attn: Economic Development, Executive Director

All such notices or other communications, if mailed, shall be deemed given three (3) days after having been post marked.

14. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, heirs and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder or of the Loan Documents shall be assigned without the prior written consent of the other Parties.


15. This Agreement and the performance of transactions contemplated hereby shall be governed by, construed and enforced under and in accordance with the laws of the State of Wisconsin.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed as of the date, month and year first above written.

**Signatures on Following Pages**

**CITY OF WEST ALLIS (“City”)**

**National Properties LLC (“Borrower”)**

By:   
Patrick Schloss, Executive Director  
Economic Development

By:   
Michelle Rothschild, Member

Attest:   
Jason Kaczmarek  
Finance Director

**“Exhibit A to Loan Agreement”**

\$50,000.00

West Allis, Wisconsin  
February 10<sup>th</sup>, 2022

**NOTE**

**FOR VALUE RECEIVED**, the undersigned Michelle Rothschild as member of National Properties LLC, a Wisconsin Limited Liability Company (hereinafter the “Borrower”), promise to pay to the order of the City of West Allis, a municipal corporation (“City” or “Holder”), the sum of Fifty Thousand and no/100 Dollars (\$50,000.00), together with interest which shall be the rate of three and one quarter percent (3.25%) per annum.

The Note will require monthly interest payments on the amount of outstanding principal, due and payable on or before the first day of each month, commencing the first month following closing with an anticipated completion date in February of 2027.

The Note includes a forgiveness proration of 20% that is calculated by multiplying the outstanding principal balance. The portion of principal forgiveness is conducted at the anniversary of the Loan Agreement per the following schedule:

<b>Months</b>	<b>Percentage</b>	<b>Amount Forgiven</b>	<b>Balance</b>
12 month anniversary -	20%	\$10,000	\$40,000
24 month anniversary -	20%	\$10,000	\$30,000
36 month anniversary -	20%	\$10,000	\$20,000
48 month anniversary -	20%	\$10,000	\$10,000
60 month anniversary -	20%	\$10,000	\$0

In the event that the Loan enters default for any reason under this Loan Agreement or this Note, the forgiveness proration of the Loan or Note is eliminated and the remaining amount of principal is due payable along with any interest and penalties per the conditions of the Loan Agreement.

The Note is issued pursuant to that certain Loan Agreement of even date herewith between the Borrower, Michelle Rothschild as member of National Properties LLC, a Wisconsin Limited Liability Company (hereinafter the “Borrower”) and the City (the “Loan Agreement”) and the Note referred to therein. Payment of this Note may be accelerated in accordance with the Loan Agreement and other Loan Documents. The Borrower agrees to pay all costs of collection, including reasonable attorney’s fees and all fees and expenses incurred in endeavoring to protect, enforce and realize upon any of City’s rights under the Loan Agreement and Loan Documents including enforcement of repayment under the Guaranty and repayment of all amounts due under the Note. Borrower, for itself, its successors and assigns, hereby expressly waives presentment

for payment, notice of dishonor, presentment, and notice of protest, protest and all diligence of collection.

All payments shall be made in lawful currency of the United States of America, to the City Treasurer of the City, 7525 West Greenfield Avenue, West Allis, Wisconsin 53214, or such other place of payment as the holder of this Note may designate in writing.

As liquidated damages for the additional expenses incurred by the Holder of this Note, because of the failure of the Borrower to make prompt payment, the Holder may collect a late charge not to exceed one percent (1%) per month on each dollar of each payment on this Note which is more than ten (10) days in arrears; provided, that no such charge shall exceed the maximum amount which may be charged according to law.

If any installment of principal or interest is not paid when it becomes due, or if default occurs in the performance or compliance with the covenants and conditions of any instrument securing the indebtedness evidenced by this Note, including the Loan Documents, or in the Loan Agreement pursuant to which this Note is given, the Holder may, at its option, to be exercised at any time thereafter, declare the entire unpaid balance of principal and accrued interest immediately due and payable, without notice or demand, both notice and demand being hereby expressly waived. The Holder's failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. Thereafter, in lieu of late charges and any other interest provided for in this Note, all unpaid principal and interest shall bear interest at the rate of eighteen percent (18.0%) per annum until paid.

This Note is secured by a second position mortgage on the real estate of 9242 W. National Ave., West Allis, WI 53227 and an Unlimited Personal Guarantee from Michelle Rothschild. This Note may be prepaid, in full or in part, without penalty.

This Note is executed in and is governed by the laws of the State of Wisconsin. Invalidity of any provision shall not affect the validity of any other provision. Without affecting the liability of the Borrower or any guarantor or enforcer, the Holder may, without notice, renew or extend the time for payment, accept partial payments, release or impair any collateral security for the payment of this Note or agree to sue any party liable on it. Waiver of any default shall not constitute a waiver of any other or subsequent default.

National Properties LLC

Date: 2-9-22  
By: Michelle Rothschild  
Michelle Rothschild, Member

## PAYMENT SCHEDULE

E.D. Loan Maturity Calculator						
	Rate (l)	Term	Constant		Annual	Monthly
	3.25%	60			(\$1,904.50)	\$0.00
	Loan Amount					
	\$ 50,000					
	Payment		Debt Service	Interest	Principal	Balance
3/1/2022	1	\$ 50,000.00		\$ 135.42	\$ -	\$ 50,000.00
4/1/2022	2	\$ 50,000.00	\$ 0.00	\$ 135.42	\$ 0.00	\$ 50,000.00
5/1/2022	3	\$ 50,000.00	\$ 0.00	\$ 135.42	\$ 0.00	\$ 50,000.00
6/1/2022	4	\$ 50,000.00	\$ 0.00	\$ 135.42	\$ 0.00	\$ 50,000.00
7/1/2022	5	\$ 50,000.00	\$ 0.00	\$ 135.42	\$ 0.00	\$ 50,000.00
8/1/2022	6	\$ 50,000.00	\$ 0.00	\$ 135.42	\$ 0.00	\$ 50,000.00
9/1/2022	7	\$ 50,000.00	\$ 0.00	\$ 135.42	\$ 0.00	\$ 50,000.00
10/1/2022	8	\$ 50,000.00	\$ 0.00	\$ 135.42	\$ 0.00	\$ 50,000.00
11/1/2022	9	\$ 50,000.00	\$ 0.00	\$ 135.42	\$ 0.00	\$ 50,000.00
12/1/2022	10	\$ 50,000.00	\$ 0.00	\$ 135.42	\$ 0.00	\$ 50,000.00
1/1/2023	11	\$ 50,000.00	\$ 0.00	\$ 135.42	\$ 0.00	\$ 50,000.00
2/1/2023	12	\$ 50,000.00	\$ 10,000.00	\$ 135.42	\$ 0.00	\$ 40,000.00
<b>LOAN REDUCTION - 20%</b>						
3/1/2023	13	\$ 40,000.00	\$ 0.00	\$ 108.33	\$ 0.00	\$ 40,000.00
4/1/2023	14	\$ 40,000.00	\$ 0.00	\$ 108.33	\$ 0.00	\$ 40,000.00
5/1/2023	15	\$ 40,000.00	\$ 0.00	\$ 108.33	\$ 0.00	\$ 40,000.00
6/1/2023	16	\$ 40,000.00	\$ 0.00	\$ 108.33	\$ 0.00	\$ 40,000.00
7/1/2023	17	\$ 40,000.00	\$ 0.00	\$ 108.33	\$ 0.00	\$ 40,000.00
8/1/2023	18	\$ 40,000.00	\$ 0.00	\$ 108.33	\$ 0.00	\$ 40,000.00
9/1/2023	19	\$ 40,000.00	\$ 0.00	\$ 108.33	\$ 0.00	\$ 40,000.00
10/1/2023	20	\$ 40,000.00	\$ 0.00	\$ 108.33	\$ 0.00	\$ 40,000.00
11/1/2023	21	\$ 40,000.00	\$ 0.00	\$ 108.33	\$ 0.00	\$ 40,000.00
12/1/2023	22	\$ 40,000.00	\$ 0.00	\$ 108.33	\$ 0.00	\$ 40,000.00
1/1/2024	23	\$ 40,000.00	\$ 0.00	\$ 108.33	\$ 0.00	\$ 40,000.00
2/1/2024	24	\$ 40,000.00	\$ 10,000.00	\$ 108.33	\$ 0.00	\$ 30,000.00
<b>LOAN REDUCTION - 20%</b>						
3/1/2024	25	\$ 30,000.00	\$ 0.00	\$ 81.25	\$ 0.00	\$ 30,000.00
4/1/2024	26	\$ 30,000.00	\$ 0.00	\$ 81.25	\$ 0.00	\$ 30,000.00
5/1/2024	27	\$ 30,000.00	\$ 0.00	\$ 81.25	\$ 0.00	\$ 30,000.00
6/1/2024	28	\$ 30,000.00	\$ 0.00	\$ 81.25	\$ 0.00	\$ 30,000.00
7/1/2024	29	\$ 30,000.00	\$ 0.00	\$ 81.25	\$ 0.00	\$ 30,000.00
8/1/2024	30	\$ 30,000.00	\$ 0.00	\$ 81.25	\$ 0.00	\$ 30,000.00
9/1/2024	31	\$ 30,000.00	\$ 0.00	\$ 81.25	\$ 0.00	\$ 30,000.00
10/1/2024	32	\$ 30,000.00	\$ 0.00	\$ 81.25	\$ 0.00	\$ 30,000.00
11/1/2024	33	\$ 30,000.00	\$ 0.00	\$ 81.25	\$ 0.00	\$ 30,000.00
12/1/2024	34	\$ 30,000.00	\$ 0.00	\$ 81.25	\$ 0.00	\$ 30,000.00
1/1/2025	35	\$ 30,000.00	\$ 0.00	\$ 81.25	\$ 0.00	\$ 30,000.00
2/1/2025	36	\$ 30,000.00	\$ 10,000.00	\$ 81.25	\$ 0.00	\$ 20,000.00
<b>LOAN REDUCTION - 20%</b>						
3/1/2025	37	\$ 20,000.00	\$ 0.00	\$ 54.17	\$ 0.00	\$ 20,000.00
4/1/2025	38	\$ 20,000.00	\$ 0.00	\$ 54.17	\$ 0.00	\$ 20,000.00
5/1/2025	39	\$ 20,000.00	\$ 0.00	\$ 54.17	\$ 0.00	\$ 20,000.00
6/1/2025	40	\$ 20,000.00	\$ 0.00	\$ 54.17	\$ 0.00	\$ 20,000.00
7/1/2025	41	\$ 20,000.00	\$ 0.00	\$ 54.17	\$ 0.00	\$ 20,000.00
8/1/2025	42	\$ 20,000.00	\$ 0.00	\$ 54.17	\$ 0.00	\$ 20,000.00
9/1/2025	43	\$ 20,000.00	\$ 0.00	\$ 54.17	\$ 0.00	\$ 20,000.00
10/1/2025	44	\$ 20,000.00	\$ 0.00	\$ 54.17	\$ 0.00	\$ 20,000.00
11/1/2025	45	\$ 20,000.00	\$ 0.00	\$ 54.17	\$ 0.00	\$ 20,000.00
12/1/2025	46	\$ 20,000.00	\$ 0.00	\$ 54.17	\$ 0.00	\$ 20,000.00
1/1/2026	47	\$ 20,000.00	\$ 0.00	\$ 54.17	\$ 0.00	\$ 20,000.00
2/1/2026	48	\$ 20,000.00	\$ 10,000.00	\$ 54.17	\$ 0.00	\$ 10,000.00
<b>LOAN REDUCTION - 20%</b>						
3/1/2026	49	\$ 10,000.00	\$ 0.00	\$ 27.08	\$ 0.00	\$ 10,000.00
4/1/2026	50	\$ 10,000.00	\$ 0.00	\$ 27.08	\$ 0.00	\$ 10,000.00
5/1/2026	51	\$ 10,000.00	\$ 0.00	\$ 27.08	\$ 0.00	\$ 10,000.00
6/1/2026	52	\$ 10,000.00	\$ 0.00	\$ 27.08	\$ 0.00	\$ 10,000.00
7/1/2026	53	\$ 10,000.00	\$ 0.00	\$ 27.08	\$ 0.00	\$ 10,000.00
8/1/2026	54	\$ 10,000.00	\$ 0.00	\$ 27.08	\$ 0.00	\$ 10,000.00
9/1/2026	55	\$ 10,000.00	\$ 0.00	\$ 27.08	\$ 0.00	\$ 10,000.00
10/1/2026	56	\$ 10,000.00	\$ 0.00	\$ 27.08	\$ 0.00	\$ 10,000.00
11/1/2026	57	\$ 10,000.00	\$ 0.00	\$ 27.08	\$ 0.00	\$ 10,000.00
12/1/2026	58	\$ 10,000.00	\$ 0.00	\$ 27.08	\$ 0.00	\$ 10,000.00
1/1/2027	59	\$ 10,000.00	\$ 0.00	\$ 27.08	\$ 0.00	\$ 10,000.00
2/1/2027	60	\$ 10,000.00	\$ 10,000.00	\$ 27.08	\$ 0.00	\$ -
				\$ 4,875.00		

**EXHIBIT B MORTGAGE**

**Document Number**                      **Document Title**

**KNOW ALL MEN** that National Properties LLC, herein jointly called the "Mortgagor", hereby mortgages, conveys and warrants to the CITY OF WEST ALLIS, a municipal corporation, organized and existing under the laws of Wisconsin, whose address is 7525 West Greenfield Avenue, West Allis, Wisconsin, herein called the "Mortgagee", in consideration of the sum of Fifty Thousand Dollars (\$50,00000) and other good and valuable consideration, the receipt of which is hereby acknowledged, the real estate, together with the buildings and improvements now located or hereafter erected thereon, located in the County of Milwaukee, State of Wisconsin, and more particularly described as follows:

**Legal Description**

LOT 19, BLOCK 1, IN MCGEOCH HIGHLANDS, BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 6 NORTH, RANGE 21 EAST, IN THE CITY OF WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN.

Tax Key No. 479-0601-000

Address: 9242 W. National Ave. West Allis, WI 53227

Herein called the "Property", together with all the hereditaments, privileges and appurtenances to the same belonging, and all the rents, issues and profits, which may arise or be had therefrom, and the fixtures and other appurtenant interests.

The Property is non-homestead property.

This Mortgage is given to secure payment of indebtedness evidenced by the Promissory Note dated February 10<sup>th</sup>, 2022 in the aggregate principal amount of Fifty Thousand Dollars and no/100 Dollars (\$50,000.00), and any extensions, renewals or modifications thereof, or substitutes or replacements therefore (hereinafter "The Promissory Note"), interest due and payable thereon, payment of such further sums as Mortgagee hereafter may loan to Mortgagor when evidenced by another Note or Notes, reciting such security, and also to secure the performance of all covenants and agreements contained herein.

Mortgagor hereby covenants that they are the owner of the Property.

So long as all or any part of the principal and/or interest on "The Promissory Note" and any additional indebtedness or obligation arising out of the Mortgage, or any instrument of the Mortgagor' collateral hereto, remains outstanding and unpaid, the Mortgagor covenants with Mortgagee that:

1. The Mortgagor shall promptly pay when due the principal and the interest on the indebtedness evidenced by the Note and any other Notes secured by this Mortgage.
2. The interests of the Mortgagor and of the Mortgagee in the Property shall be assessed for taxation and taxed together, without separate valuation, and the Mortgagor shall pay, or cause to be paid, before they become delinquent, all taxes and assessments now or hereafter assessed or levied against the Property and shall deliver to the Mortgagee or the Mortgagee's representative on demand, receipts showing due payment thereof.
3. The Property shall be insured against loss or damage by fire or other casualty included within the term "extended coverage", and such other hazards as Mortgagee may require and in such reasonable amounts and for such periods as Mortgagee may require, provided that Mortgagee shall not require an amount of coverage which exceeds the lesser of (i) the amount of coverage to pay the sum secured by this Mortgage and all superior liens encumbering the Property, or (ii) the maximum amount permitted by the insurer. All insurance policies and renewals therefore shall be through insurers approved by Mortgagee, such approval shall not be unreasonably withheld, and shall be in a form acceptable to the Mortgagee and shall include a standard mortgage clause in

This space is reserved for recording data

Return to

City Attorney  
City of West Allis  
7525 West Greenfield Avenue  
West Allis, WI 53214

Parcel Identification Number/Tax Key Number

479-0601-000

favor of and in a form acceptable to the Mortgagee. The Mortgagee shall have the right to hold the policies and renewals thereof, and the Mortgagor shall promptly furnish to the Mortgagee all renewal notices and all receipts of said premiums. In the event of loss, the Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee shall make proof of loss if not promptly made by Mortgagor.

4. If the Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects the Mortgagee's interest in the property, including, but not limited to, eminent domain, insolvency, code enforcement, arrangements or proceedings involving a decedent, or the filing of a petition or entry of an order for relief under the federal bankruptcy code, or the appointment of a custodian, trustee or receiver, then the Mortgagee, at the Mortgagee's option, upon notice to the Mortgagor, may make such appearances, disburse such sums and take such action as is necessary to protect the Mortgagee's interest, including, but not limited to, disbursement of reasonable attorneys' fees, and entry upon the Property to make repairs. Mortgagee shall pay cost of any damage to the Property caused by such entry. Any amounts disbursed by the Mortgagee pursuant to this paragraph, with interest thereon, shall become additional indebtedness of the Mortgagor secured by this Mortgage. Unless the Mortgagor and the Mortgagee agree to other terms of payment, such amounts shall be payable upon notice from the Mortgagee to the Mortgagor requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on the outstanding principal under the Note, unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph shall require the Mortgagee to incur any expense or take any action hereunder.

4.5 The Mortgage is a second mortgage lien on the Property in favor of City of West Allis, but only to the present outstanding balance of such mortgage. A default on the first mortgage, subject to such notice and right to cure as may be applicable thereto, is an event of default under this mortgage. Mortgagor shall immediately provide written notice of default received from the first or second Mortgagee. Mortgagee reserves the right to satisfy a default under the second mortgage and add the payment or cost incurred to the balance due on this mortgage.

5. Mortgagor represents and warrants to Mortgagee:

(a) That no substances or materials, have been, are or will be stored, deposited, treated, recycled or disposed of on, under or at the Property, which substances or materials, if known to be present on, at or under the Property, would require clean-up, removal or some other remedial action under any federal, state or local laws, regulations, ordinances, codes or rules relating to the discharge of air pollutants, water pollutants or processed waste water or otherwise relating to hazardous or toxic substances or materials ("Environmental Law"); and,

(b) That there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to damages, penalties, injunctive relief or clean-up costs under any Environmental Law; and,

(c) That Mortgagor is not subject to any judgment, decree, order or citation relating to or arising out of any Environmental Law. Mortgagor shall indemnify and hold harmless Mortgagee from all losses, costs (including reasonable attorneys' fees and legal expenses), liability and damage whatsoever incurred by Mortgagee by reason of any violation of this paragraph or any Environmental Law involving the Property, or by reason of the imposition of any governmental lien for the recovery of environmental clean-up costs expended by reason of such violation.

#### MORTGAGOR AND MORTGAGEE FURTHER COVENANT AND AGREE THAT:

1. In the event of a non-payment of any sum of money at the time or times when the payment shall become due or the failure to perform any of the covenants or conditions by Mortgagor to be kept and performed, then, in such case, or in either case, the whole amount of principal due on the Promissory Note shall at the option of the Mortgagee, become and be immediately due and payable without any notice to said Mortgagor (notice being hereby waived), and the same, together with all sums of money which may be or have been paid by Mortgagee for or on account of insurance, taxes, assessments and/or other disbursements made by Mortgagee, pursuant to the terms of the Mortgage plus interest thereon at the rate aforesaid, and shall thereupon be

collectible in a suit of law, or by foreclosure of this Mortgage, in the same manner as if the whole of said principal sum had been made payable at the time when any such default shall occur; and the judgment or decree in the suit brought to foreclose the same shall embrace, with said principal debt and interest, all the sums so paid, with interest at the rate aforesaid; and, it shall be lawful in such case, or in either case, for Mortgagee to grant, sell and convey the Property with the appurtenances thereto belonging, at public sale, and on such sale to make and execute to the purchaser or purchasers, good and sufficient deeds of conveyance in the law, pursuant to the statute in such case made and provided; and, in case suit shall be brought for the foreclosure of this Mortgage, Mortgagor covenant and agree that they will pay to Mortgagee all expenses incurred therein, and in addition to the taxable costs in such suit, a reasonable sum of money as attorney's fees to be included with the expenses above mentioned, in the judgment or decree.

2. Any extension of time for payment or modification of amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of the original Mortgagor and Mortgagor's successors in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest.

3. Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage.

4. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

5. Mortgagor agrees to the provisions of Section 846.101 and/or 846.103(2) of the Wisconsin Statutes, as may apply to the Property and as may be amended, permitting Mortgagee in the event of foreclosure to waive the right to judgment for deficiency and to hold the foreclosure sale within the time provided in such applicable Section.

6. Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless the indebtedness secured by this Mortgage is first paid in full. The entire indebtedness under the Note shall become due and payable in full, at the option of Mortgagee without notice, upon any transfer, sale or conveyance made in violation of this paragraph.

7. Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from all liens and encumbrances except as otherwise provided herein, and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness, which may be or becomes secured at any time by a Mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

8. Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, to collect the rents, issues and profits of the Property, during the pendency of such an action, and such rents, issues and profits when so collected, shall be held and applied as the court shall direct.

9. Mortgagor hereby transfers and assigns absolutely to Mortgagee as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control, following any default under this Mortgage or the Note secured hereby and delivery of notice of exercise of this assignment by Mortgagee to tenant or other user(s) of the Property. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.



10. The covenants and agreements herein contained shall bind and the rights hereunder shall inure to the respective successors and assigns of Mortgagee and Mortgagor. All covenants and agreements of Mortgagor shall be joint and several.

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage this \_\_\_\_ day of February, 2022.

**National Properties LLC ("Borrower")**

By:   
Michelle Rothschild, Member


State of Wisconsin )  
                                  ) ss  
Milwaukee County )

Personally came before me this 10 day of February 2022, Michelle Rothschild, Member of National Properties LLC who executed the foregoing instrument and acknowledged the same.

Witness my hand and official seal.



Notary Public, State of Wisconsin

Signature:   
Printed Name: Gale M Jender  
My Commission Expires: 10/8/24

This instrument was drafted by and upon recording should be returned to:

Shaun Mueller, Development Coordinator  
Economic Development Dept.  
City of West Allis  
7525 West Greenfield Avenue  
West Allis, WI 53214

**“Exhibit C to Loan Agreement”**

**UNLIMITED PERSONAL GUARANTY**

This Guaranty by the undersigned persons (referred to herein as "Guarantor") is for the benefit and security of the loan issued by the City of West Allis ("City").

WHEREAS National Properties LLC, a Wisconsin Limited Liability Company, (hereinafter the “Borrower”), have requested the assistance in the form of a loan in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) from the City, the proceeds of which will be used for the remodel of the building ("Loan"), located at 9242 W. National Ave., West Allis, WI 53227, West Allis, (hereinafter the "Project"); and,

WHEREAS, the City is willing to make the Loan on the terms and conditions set forth in the Loan Agreement dated February 10, 2022 (hereinafter the "Loan Agreement"), and to accept the Borrower's Promissory Note (hereinafter the "Note"), but requires, as a condition of making the Loan, that the Guarantor execute this Guaranty as security for the payment of the Borrower's obligation under the Notes in case of default; and,

WHEREAS, the Guarantors are the members of the Borrower, and will derive substantial benefits from the conduct of the Borrower's business and operations; and, by reason of the relationship with the Borrower, has agreed to execute this Guaranty; and,

WHEREAS, it is in the interests of both the Borrower and the Guarantor that the Borrower obtain the Loan.

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby agrees as follows:

1. So long as any indebtedness of the Borrower to the City is outstanding, the Guarantor represents and warrants as follows:

A. This Guaranty is legal, valid, binding upon and enforceable against the Guarantor in accordance with its terms, except as it may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights and except as may be limited by general principles of equity. The Guarantor will file, when due, all federal and state income and other tax returns, which are required to be filed, and will pay all taxes shown on said returns and on all assessments received by him to the extent that such taxes shall have become due. The Guarantor has no knowledge of any liabilities, which may be asserted against them upon audit of his federal or state tax returns for any period that remains subject to audit.

B. Except as disclosed by the Guarantor to the City, in writing, prior to the date hereof, there is no action, suit, proceeding or investigation before any court, public board or body pending or threatened against the Guarantor or the Borrower, or any of their properties, which, if adversely determined, would have a material adverse effect upon the business, properties or financial condition of the Guarantor.

C. The Guarantor acknowledges that the City has not made any representations or warranties with respect to, and agree that the City does not assume any responsibility to the Guarantor for and has no duty to provide information to the Guarantor regarding the collectability or enforceability of the Note or the financial condition of any Borrower. The Guarantor has independently determined the collectability and enforceability of the Note and, until the Note is paid in full, will independently and without reliance on the City continue to

make such determinations.

2. The Guarantor hereby absolutely and unconditionally guarantees to the City:

A. The payment of the principal of and interest on the Note, at the rate required pursuant thereto, when and as the same shall become due and payable, whether by maturity, acceleration, default or otherwise.

B. Payment, on demand by the City, of all legal or other costs, expenses and fees at any time paid or incurred by the City in endeavoring to collect all or part of the Note or to realize upon this Guaranty. (The amounts in clauses A. and B. being, collectively, hereinafter referred to as the "Obligations").

3. The Guarantor's Obligations hereunder shall be binding upon the Guarantor, his successors, heirs and permitted assigns. This Guaranty shall remain in full force and effect so long as any of the Obligations are outstanding, without any right of offset and irrespective of:

A. The genuineness, validity, regularity or enforceability of the Note or Loan Agreement or any of the terms thereof, the continuance of any Obligations on the part of the Borrower on either the Note or the Loan Agreement, or the power or authority or lack of power or authority of the Borrower or any other party to issue the Note or execute and deliver the Loan Agreement or to perform any of the Obligations thereunder.

B. Any failure or lack of diligence in connection or protection, failure in presentment or demand, protest, notice of protest, notice of default and of nonpayment, failure of notice of acceptance of this Guaranty, failure to give notice of failure of the Borrower to perform any covenant or agreement under the terms of the Notes or the Loan Agreement, or the failure to

resort for payment to the Borrower or to any other person or entity or to any rights or remedies of any type (the Guarantor hereby expressly waiving all of the foregoing).

C. The acceptance or release of any security or other guaranty, extension of the Note or Loan Agreement or amendments, modifications, consent or waivers with respect to the Note or Loan Agreement or any subordination of the Obligations to any other obligations of the Borrower (the Guarantor hereby expressly consenting to all of the foregoing).

D. Any defense whatsoever that the Borrower might have to the payment or to the performance or observance of any of the Obligations, other than full payment thereof.

E. Any legal or equitable principle of marshalling or other rule of law requiring a creditor to proceed against specific property, apply proceeds in a particular manner or otherwise exercise remedies so as to preserve the several estates of joint obligors or common debtors (the Guarantor hereby expressly waiving the benefit of all of the foregoing).


F. Any act or failure to act with regard to any of the Obligations or anything which might vary the risk of the Guarantor; provided that the specific enumeration of the above mentioned acts, failures or omissions shall not be deemed to exclude any other acts, failures or omissions, though not specifically mentioned above, it being the purpose and intent of this Guaranty that the Obligations of the Guarantor shall be absolute and unconditional and shall not be discharged, impaired or varied, except by the full payment of all Obligations, notwithstanding any act, omission or thing which might otherwise operate as a legal or equitable discharge or defense to the Guarantor. Without limiting any of the other terms or provisions hereof, it is understood and agreed that in order to hold the Guarantor liable hereunder, there shall be no

obligation on the part of the City to resort in any manner or form for payment to the Borrower or to any other person, firm or corporation, their properties or assets, or to any security, property or other rights or remedies whatsoever, and the City shall have the right to enforce this Guaranty irrespective of whether or not proceedings or steps are pending seeking resort to or realization upon from any of the foregoing. It is further understood that repeated and successive demands may be made and recoveries may be had hereunder as and when, from time to time, the Borrower shall default under the terms of the Note or Loan Agreement and that, notwithstanding recovery hereunder for or in respect of any given default or defaults, this Guaranty shall remain in full force and effect and shall apply to each and every subsequent default.

4. This Guaranty shall be a continuing guaranty so long as any of the Obligations remain unpaid, and may be enforced by the City or any subsequent holder of the Note or successor in interest under the Loan Agreement (the Guarantor hereby consents to any transfer of the Note and/or Loan Agreement without notice by the City). This Guaranty shall not be discharged or affected by the death or legal disability of the Guarantor.

5. This Guaranty shall be governed by and construed in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty, to take effect as of the 10 day of February 2022.

  
Michelle Rothschild

[Notary Signature to Follow]

State of Wisconsin)  
: ss

Milwaukee County)

Personally came before me this 10 day of February, 2022 the above-named Michelle Rothschild, to me known to be the people who executed the foregoing instrument and acknowledged same.

Witness my hand and official seal.



Notary Public, State of Wisconsin

Signature : Gale M Jender

Print Name: Gale M Jender

My Commission: 10-8-24

Acceptance:

This Guaranty is hereby accepted this \_\_\_\_\_ day of February, 2022, by the City of West Allis.

CITY OF WEST ALLIS ("City")

By: [Signature]

Patrick Schloss, Executive Director  
Economic Development

Attest: Jason Kaczmarek

Jason Kaczmarek  
Finance Director