

STATE OF WISCONSIN                      CIRCUIT COURT                      MILWAUKEE COUNTY

GREENWICH INVESTORS XLIX TRUST 2015-1  
c/o Wilmington Trust, National Association,  
Registered Agent  
Rodney Square North 1100  
North Market Street  
Wilmington, DE 19890,

15CV010443

**RECEIVED**  
**DEC 29 2015**  
CITY OF WEST ALLIS  
CITY CLERK

Plaintiff,

v.

CRAWDADDY'S, LLC  
c/o Jonathan Klug, registered agent  
8914 W. Greenfield Avenue  
West Allis, WI 53214,

Case No.  
Case Code: 30404

and

CITY OF WEST ALLIS  
7525 W. Greenfield Avenue  
West Allis, WI 53217,

**HON. TIMOTHY DUGAN, BR. 10**  
**CIVIL M**

Defendants.

FILED AND  
AUTHENTICATED  
[ DEC 23 2015 ]  
JOHN BARRETT  
Clerk of Circuit Court

**SUMMONS**

THE STATE OF WISCONSIN

To each person named above as a defendant:

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

Within 20 (twenty) days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is 901 North Ninth Street, Milwaukee, Wisconsin 53233 and to Russell S. Long, plaintiff's attorney, whose address is 111 East Kilbourn Avenue, Suite 1400, Milwaukee, Wisconsin 53202-6613. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 (twenty) 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 to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated at Milwaukee, Wisconsin, this 23<sup>rd</sup> day of December, 2015.

**DAVIS & KUELTHAU, S.C.**  
**Attorneys for Plaintiff,**  
**GREENWICH INVESTORS XLIX**  
**TRUST 2015-1**

By: Russell S Long  
Russell S. Long  
State Bar No. 1008602

P.O. Address:

111 East Kilbourn Ave., Suite 1400  
Milwaukee, WI 53202-6613  
(414) 276-0200

Direct contact information:

Russell S. Long                      414.225.1456 direct dial  
   414.278.3656 direct fax  
   [rlong@dkattorneys.com](mailto:rlong@dkattorneys.com)

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

~~15CV010443~~

GREENWICH INVESTORS XLIX TRUST 2015-1  
c/o Wilmington Trust, National Association,  
Registered Agent  
Rodney Square North 1100  
North Market Street  
Wilmington, DE 19890,

Plaintiff,

v.

Case No.

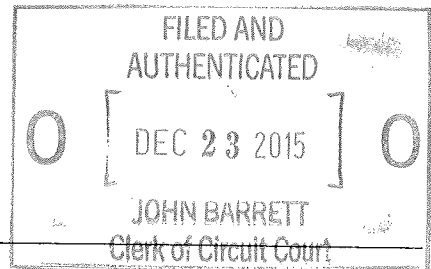
CRAWDADDY'S, LLC  
c/o Jonathan Klug, registered agent  
8914 W. Greenfield Avenue  
West Allis, WI 53214,

Case Code: 30404

and

CITY OF WEST ALLIS  
7525 W. Greenfield Avenue  
West Allis, WI 53217,

Defendants.



**COMPLAINT**

Plaintiff, Greenwich Investors XLIX Trust 2015-1 ("Greenwich Investors"), by its attorneys, Davis & Kuelthau, s.c., as and for its Complaint against the defendants alleges the following:

**PARTIES**

1. Greenwich Investors is a Delaware statutory trust filed on July 17, 2015. Its registered agent is Wilmington Trust, National Association, Rodney Square North 1100, North Market Street, Wilmington, DE 19890.

2. Defendant Crawdaddy's, LLC ("Crawdaddy's") is a Wisconsin limited liability company whose registered agent is Jonathan M. Klug with a last known address of 8914 W. Greenfield Avenue, West Allis, Wisconsin 53214.

3. Defendant City of West Allis is a body politic with a principal place of business located at 7525 W. Greenfield Avenue, West Allis, Wisconsin 53214. It is named as a defendant by virtue of a judgment docketed on August 25, 2015.

### **COUNT I – FORECLOSURE OF MORTGAGE**

4. On or about February 20, 2009, Crawdaddy's, for good and valuable consideration, executed and delivered to the Bank its mortgage note (the "Note") evidencing an indebtedness from him to the Bank in the original principal amount of \$530,000.00. A true and correct copy of the Note is attached hereto as Exhibit A.

5. On September 17, 2010, Maritime Savings Bank ("Maritime") was closed by its supervising institution and the Federal Deposit Insurance Corporation ("FDIC") was appointed its receiver.

6. On or about August 10, 2011, the FDIC, as receiver for Maritime, executed and delivered an omnibus assignment that made the Note payable to CRE (the "First Allonge"). A true and correct copy of the First Allonge is attached as Exhibit B and is incorporated herein by reference.

7. On or about August 26, 2015, CRE executed and delivered an allonge that made the Note payable to Greenwich Investors (the "Second Allonge"). A true and correct copy of the Second Allonge is attached as Exhibit C and is incorporated herein by reference.

8. The Note matured in accordance with its terms on March 1, 2012. Despite due demand for payment, Crawdaddy's has refused and failed to pay the same.

9. There is now due and owing to the Bank on the indebtedness evidenced by the Note as of February 16, 2015 the principal amount of \$537,276.18, plus interest of \$170,888.13, together with all costs of collection, including reasonable attorneys' fees of the Bank.

10. In order to secure payment of the obligations to the Bank on the Note as set forth above, Crawdaddy's executed, acknowledged and delivered to the Bank a mortgage dated February 20, 2009. A true and correct copy of the mortgage is attached hereto as Exhibit D and is incorporated herein by reference.

11. The mortgage was duly recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on March 26, 2009 as Document No. 09716376.

12. On or about September 28, 2011, the FDIC, as receiver for Maritime, executed and delivered to CRE an assignment of real estate mortgage, which assigned the Mortgage to CRE (the "First Assignment of Mortgage"). A true and correct copy of the First Assignment of Mortgage is attached as Exhibit E.

13. The First Assignment of Mortgage was duly recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on October 4, 2011 as Document No. 10039102.

14. On or about August 17, 2015, CRE executed and delivered to Greenwich Investors an assignment of real estate mortgage, which assigned the mortgage to Greenwich Investors (the "Second Assignment of Mortgage"). A true and correct copy of the Second Assignment of Mortgage is attached hereto as Exhibit F.

15. The Second Assignment of Mortgage was duly recorded in the Office for the Register of Deeds of Milwaukee County, Wisconsin on September 2, 2015 as Document No. 10495576.

16. Greenwich Investors is the lawful owner and holder of the mortgage and no proceedings have been had at law or otherwise for the recovery of the sum secured by the Mortgage, or any part thereof.

17. Crawdaddy's has failed to comply with the terms of the mortgage by failing to pay its obligations under the Note when and as due and by failing to pay real estate taxes.

18. The legal description of the mortgaged premises is as follows:

The West 20 feet of Lot 4, and the East 25 feet of Lot 5, in Block 1, in First Continuation of Soldier's Home Heights Subdivision, of a part of the Southeast ¼ of Section 34, Township 7 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

Also, the West 5 feet of Lot 5, all of Lot 6 and the East 1.78 feet of Lot 7, Block 1, in First Continuation of Soldier's Home Heights Subdivision, of part of the Southeast ¼ of Section 34, Township 7 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

Tax Key No.: 439-0144-001

Address: 6414-6422 W. Greenfield Avenue, West Allis, WI 53214

19. The right, title, and interest of claim of each of the defendants in the mortgaged premises is subject and subordinate to the Bank's right, title and interest under the Mortgage attached hereto as Exhibit D.

20. The Bank has elected to waive its right to a deficiency judgment against Crawdaddy's and is therefore entitled to sell the mortgage premises upon the expiration of three (3) months from the date when judgment is entered.

#### **COUNT II – APPOINTMENT OF RECEIVER**

21. In the event of a foreclosure action, Crawdaddy's agreed to the appointment of a receiver in Section 3.7 of the Mortgage attached hereto as Exhibit D. A receiver is necessary to maintain the property and prevent waste during the pendency of this action.

WHEREFORE, plaintiff Greenwich Investors XLIX Trust 2015-1 demands judgment as follows:

1. Pursuant to Count I for judgment of foreclosure and sale of the mortgaged premises as provided by law; that the amounts due plaintiff on the Note for principal, interest, late charges, taxes, insurance and other charges and costs, disbursements and attorneys' fees due under the mortgage be adjudged and determined as well as the amount of any unpaid tax liens upon the premises and for a determination that any right, title or interest of the defendants in the mortgaged premises is subject and subordinate to the right, title and interest of plaintiff.

2. Pursuant to Count II for the immediate appointment of a receiver for the mortgaged premises.

3. For its costs and disbursements, together with reasonable attorneys' fees incurred in this action.

4. For such other and further relief as the court may deem just and proper.

Dated at Milwaukee, Wisconsin, this 23<sup>rd</sup> day of December, 2015.

**DAVIS & KUELTHAU, S.C.**  
**Attorneys for Plaintiff,**  
**Greenwich Investors XLIX**  
**Trust 2015-1**

By: Russell S Long  
Russell S. Long  
State Bar No. 1008602

P.O. Address:

111 East Kilbourn Ave., Suite 1400  
Milwaukee, WI 53202-6613  
(414) 276-0200

Direct contact information:

Russell S. Long

414.225.1456 direct dial  
414.278.3656 direct fax  
[rlong@dkattorneys.com](mailto:rlong@dkattorneys.com)



## MORTGAGE NOTE

Loan Number: 20-60900298  
\$530,000.00

West Allis, Wisconsin  
February 20, 2009

FOR VALUE RECEIVED, CRAWDADDY'S, LLC, a Wisconsin limited liability company (the "Borrower"), promises to pay to the order of MARITIME SAVINGS BANK (the "Lender"), at its main office at 10427 West Lincoln Avenue, West Allis, Wisconsin 53227, or at such other place as the holder hereof may from time to time in writing designate, in lawful money of the United States of America, the principal sum of Five Hundred Thirty Thousand Dollars (\$530,000.00) (the "Loan"), together with interest on the unpaid principal balance pursuant to the terms and conditions set forth in this Note.

Interest Rate and Payments. Interest on the unpaid principal balance hereof from time to time outstanding shall accrue from the date the Loan is funded and shall be at a fixed rate as provided below. Borrower's payments under this Note shall be determined in accordance herewith.

- (a) The fixed interest rate shall be seven percent (7.00%) per annum. Interest shall be calculated on the basis of a 360 day year, on the actual number of days elapsed, and on the unpaid principal balance from time to time outstanding.
- (b) The loan shall be for a term of thirty six (36) months, with amortization based on twenty (20) years.
- (c) During the term of the Loan, payments of principal and interest shall be payable monthly commencing on April 1, 2009 and on the first day of each month thereafter. All unpaid principal and interest shall be due and payable on March 1, 2012 (the "Maturity Date").

Loan Agreement. This Note and the Mortgage (as hereinafter defined) shall be subject to all terms and conditions set forth in a certain Loan Agreement between the Borrower and the Lender of even date herewith (the "Loan Agreement") and all documents referenced in the Loan Agreement, each of which are incorporated by reference herein.

Security Documents. This Note is secured by a first mortgage (the "Mortgage") and security agreement (the "Security Agreement") of even date herewith on real estate and improvements thereon located in Milwaukee County, Wisconsin, a Guaranty Agreement, an Assignment of Rents and Leases, and other related documents evidencing or securing the Borrower's indebtedness to the Lender as set forth in the Loan Agreement, the terms of which are incorporated herein by reference (collectively, the "Security Documents").

**EXHIBIT A**

Late Charge. In the event that any monthly payment of principal and interest or any part thereof remains unpaid fifteen (15) days after its due date, such late payment shall be subject to a late payment fee of five percent (5%) of the unpaid installment.

Default. The entire principal balance of the Note together with accrued interest, and the costs and attorneys' fees incurred by the Lender in collecting or enforcing payment thereof shall become due and payable at the option of the Lender, after failure of the Borrower to pay any sum hereunder due and upon the expiration of any applicable grace period specified in this Note, the Mortgage or in the Loan Agreement or upon the occurrence of any event of default as set forth in the Mortgage, the Security Documents or the Loan Agreement, (collectively, an "Event of Default") without further notice, which notice is hereby waived by the Borrower.

Default Interest. While any Event of Default exists, the principal amount outstanding under this Note shall bear interest at a rate equivalent to five percent (5%) per annum in excess of the Interest Rate set forth above.

Application of Payments. All payments shall be applied first to late charges or other premiums, if any are then due, then to interest and then to principal.

Prepayment. Prepayment of all or a part of this Note shall be permitted at any time; however, there will be a one hundred and eighty (180) day-interest prepayment penalty. This penalty shall decrease by twenty percent (20%) during each full year in which the Loan remains with Lender or the Lender's successors or assigns in the event the loan is assigned or transferred by the Lender.

Waivers. The Borrower and all guarantors and endorsers, for themselves, their legal representatives, successors and assigns, hereby severally waive presentment for payment, protest and demand, notice of protest, dishonor or nonpayment and to the fullest extent permitted by law, all other notices or demands in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this Note.

Cost of Collection. The Borrower agrees to pay all costs of collection, including reasonable attorneys' fees and all fees and expenses incurred by Lender, in endeavoring to protect, enforce and realize upon this Note, the Mortgage or the Security Documents.

Applicable Law; Miscellaneous. This Note shall be 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 and all guarantors and endorsers, the Lender may, without notice, renew or extend the time for payment, accept partial payments, release or impair any security for the payment of this Note agree not to sue any party liable on it, or otherwise modify the terms of payment of any part or the whole of the indebtedness evidenced by this Note, without altering or diminishing the liability of the undersigned or guarantors. Waiver of any default shall not constitute a waiver of any other or subsequent default.

Assignment by Lender. This Note shall be freely transferable and assignable by the Lender, subject to the terms of the Loan Agreement, and may not be modified (except as otherwise

expressly permitted herein) or discharged except pursuant to an agreement in writing executed by the Borrower and the Lender.


Consent to Jurisdiction; Waiver of Jury Trial. The Borrower, to the extent that it may lawfully do so, hereby consents to the jurisdiction of the courts of the State of Wisconsin and federal courts for the Eastern District of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of the Borrower's obligations under this Note, and expressly waives any and all objections the Borrower may have as to venue in any of such courts. TO THE EXTENT PERMITTED BY LAW AND TO THE EXTENT THAT THE BORROWER MAY BE ENTITLED TO TRIAL BY JURY, THE BORROWER WAIVES TRIAL BY JURY IN ANY ACTION BROUGHT ON OR WITH RESPECT TO THIS NOTE, THE MORTGAGE OR THE SECURITY DOCUMENTS.

Executed as of the day and year first above written.

BORROWER:

CRAWDADDY'S, LLC,  
a Wisconsin limited liability company

By:

  
John Vukelic, Member

## OMNIBUS ASSIGNMENT

The FEDERAL DEPOSIT INSURANCE CORPORATION (acting in any capacity, the "FDIC") IN ITS CAPACITY AS RECEIVER FOR MARITIME SAVINGS BANK, at 1601 Bryan Street, Dallas, Texas 75201 (hereinafter referred to as "Assignor" or "Grantor"), for value received, does by these presents, grant, bargain, sell, assign, transfer and set over "*as-is*", "*where-is*", *without recourse, covenant, representation or warranty* of any kind or nature, express or implied to **CRE VENTURE 2011-1, LLC**, a Delaware limited liability company, its successors and assigns, at 2450 Broadway, 6th Floor, Santa Monica, California 90404, all right, title and interest in and to the loan documents (the "Loan Documents") associated with that certain loan made by MARITIME SAVINGS BANK to CRAWDADDY'S, LLC, a Wisconsin limited liability company dated February 20, 2009 in the amount of \$530,000.00, as same may have been modified or amended (the "Loan").

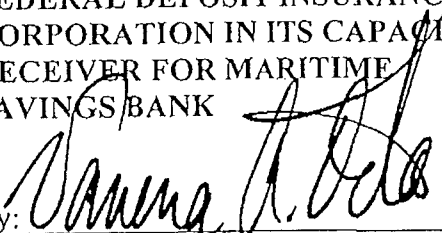
TO HAVE AND TO HOLD THE SAME UNTO SAID CRE VENTURE 2011-1, LLC, ITS SUCCESSORS AND ASSIGNS.

THIS ASSIGNMENT IS MADE WITHOUT RECOURSE, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, BY THE FDIC IN ITS CAPACITY AS RECEIVER FOR MARITIME SAVINGS BANK OR IN ITS CORPORATE CAPACITY. THE LOAN DOCUMENTS ARE CONVEYED "AS IS" AND "WITH ALL FAULTS," WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING AS TO COLLECTABILITY, ENFORCEABILITY, VALUE OF COLLATERAL, ABILITY OF ANY OBLIGOR TO REPAY, CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, BY ANY PERSON, INCLUDING THE FDIC OR ITS OFFICERS EMPLOYEES, AGENTS OR CONTRACTORS.

Dated as of the 10th day of August, 2011.

ASSIGNOR:

FEDERAL DEPOSIT INSURANCE  
CORPORATION IN ITS CAPACITY AS  
RECEIVER FOR MARITIME  
SAVINGS BANK

By:   
Name: Vanessa A. Orta  
Title: Attorney-in-Fact

CRE VENTURE 2011-1, LLC  
AMO No: 3052.516  
Loan No: 2060900298  
Colony No: 6295  
Midland Servicing No: 030286743

**EXHIBIT B**

4900408

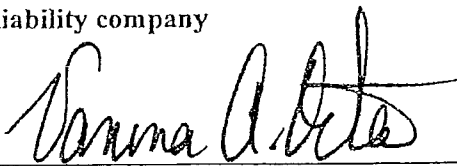
ALLONGE

ALLONGE to that certain Mortgage Note dated as of February 20, 2009 in the original principal amount of \$530,000.00, executed by CRAWDADDY'S, LLC, a Wisconsin limited liability company, payable to the order of MARITIME SAVINGS BANK.

Pay to the order of GREENWICH INVESTORS XLIX TRUST 2015-1.

Dated this 20<sup>th</sup> day of August, 2015

CRE VENTURE 2011-1, LLC, a Delaware limited liability company

By: 

Name: Vanessa A. Orta  
Title: Attorney-in-Fact



1/17

MORTGAGE



\* 0 9 7 1 6 3 7 6 \*

DOC.# 09716376

Document Number

Document Title

REGISTER'S OFFICE | SS  
Milwaukee County, WI

RECORDED 03/26/2009 08:39AM

JOHN LA FAVE  
REGISTER OF DEEDS  
AMOUNT: 43.00  
FEE EXEMPT 77.25 #: 0

Recording Area

Name and Return Address

Maritime Savings Bank  
10427 West Lincoln Avenue  
West Allis, WI 53227

Tax Key No 439-0144-001



## MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (hereinafter "Mortgage") is made as of this 20<sup>th</sup> day of February, 2009, by CRAWDADDY'S, LLC, a Wisconsin limited liability company, (the "Mortgagor") having an address of 6414 W. Greenfield Avenue, West Allis, Wisconsin 53227 to MARITIME SAVINGS BANK (hereinafter, the "Mortgagee") having an address of 10427 West Lincoln Avenue, West Allis, Wisconsin 53227.

### RECITALS

1. This Mortgage shall be subject to all terms and conditions set forth in a certain Loan Agreement between the Mortgagor and the Mortgagee dated on even date herewith (the "Loan Agreement") and all documents referenced in the Loan Agreement, each of which are incorporated by reference herein.

2. The term "Obligations" is used herein in its most comprehensive sense and includes, without limitation, (i) all of the debts, notes, guarantees, obligations and liabilities of Mortgagor, either individually or jointly, to Mortgagee, of whatever nature or amount, whether for principal or interest (and any extensions, renewals or modifications thereof), arising out of credit or other financial accommodations previously granted, contemporaneously granted or granted in the future by Mortgagee to Mortgagor, however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, (ii) the performance of all covenants, conditions and agreements contained in this Mortgage, in the Note (as defined below), in the Loan Agreement or in the Collateral Documents, as defined herein; and (iii) to the extent not prohibited by law, all costs and expenses of collection or enforcement of the Obligations

3. This Mortgage and any and all other instruments, notes, documents and agreements, heretofore or hereafter entered into by Mortgagor to or with Mortgagee, or by any guarantor of the Obligations, evidencing, governing or providing security for any of the Obligations are hereinafter referred to collectively as the "Collateral Documents" (and sometimes singularly as a "Collateral Document").

4. The term "Event of Default" shall have the meaning defined in the Loan Agreement. Any other term capitalized but not specifically defined in this Mortgage which is defined in the Loan Agreement shall have the meaning for purposes of this Mortgage as it has for purposes of the Loan Agreement.

### GRANTING CLAUSE

In order to secure (i) the payment of Five Hundred Thirty Thousand Dollars (\$530,000.00) evidenced by a Note (the "Note") dated of even date herewith payable to Mortgagee and executed by Mortgagor, and any extensions, renewals, modifications or refinancings thereof, (ii) the payment of any other sums advanced hereunder, under the Loan Agreement, or under the Collateral Documents; (iii) all other obligations of Mortgagor to Mortgagee of whatever nature, and (iv) the performance and observance by Mortgagor of each

and every term, covenant, agreement and condition contained herein, in the Loan Agreement, and in the Collateral Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Mortgagor, Mortgagor by these presents does hereby mortgage, convey, pledge, warrant and grant unto Mortgagee, its successors and assigns, all and singular the following-described properties (hereinafter collectively referred to as the "Premises"):

A. All those certain tracts, pieces and parcels of land located in Milwaukee County and described in Exhibit A attached hereto and hereby made a part hereof (the "Land"),

B. All structures, improvements, buildings and any additions and alterations thereto or replacements thereof, now or hereafter erected upon the Land (all of the foregoing being collectively referred to as the "Improvements"), and in addition, all of Mortgagor's right, title and interest in and to all equipment, apparatus, furnishings, furniture, machinery, fixtures of every kind and nature whatsoever (the "Personal Property") now or hereafter located in and about said Improvements, including without limitation all fixtures, fittings appliances, apparatus, equipment, machinery, furnishings and articles of personal property now or hereafter attached or affixed to, placed upon or used in any way in connection with the use, enjoyment, operation or occupancy of the Improvements, all of which property mentioned in this paragraph shall be deemed part of the realty mortgaged hereby and not severable wholly or in part without material injury to the freehold. Notwithstanding the agreement herein above expressed that certain articles of property form a part of the realty covered by this Mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute goods.(as said term is used in the Uniform Commercial Code as enacted in the State of Wisconsin), this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in Mortgagee as a secured party and Mortgagor as debtor, all in accordance with said Uniform Commercial Code, as more particularly set forth in Article I below,

C. All of Mortgagor's estate, of whatever nature, in and to all of the easements, rights, privileges, appurtenances, air rights and development rights now or hereafter belonging or in any way appertaining to the Land (the "Appurtenant Rights") and all of the estate, right, title, interest, claim or demand whatsoever, either in law or in equity, in possession or expectancy of Mortgagor therein and in the streets and ways, open or proposed, adjacent thereto, and in and to all strips and gores, vaults, alleyways, sidewalks and passages used in connection with the Land;

D. All working capital and other similar accounts (including without limitation reserves for the replacement of Personal Property), and all inventory accounts, accounts receivable, deposit accounts, contract rights, general intangibles, chattel paper, instruments, documents, notes, drafts, letters of credit and insurance policies arising from or related to the Land (collectively, the "Accounts") and including all replacements and substitutions for, or additions to, all products and proceeds of any of the foregoing;



E All of Mortgagor's interest in all agreements, contracts, certificates, instruments and other documents, now or hereafter entered into, pertaining to the operation or management of the Land and Improvements and all right, title and interest of Mortgagor, therein;

F All unearned premiums accrued or to accrue under all insurance policies for the Land, Improvements and Personal Property obtained by Mortgagor, all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, proceeds of insurance and condemnation awards, and all rights of Mortgagor to refunds of real estate taxes and assessments (the "Proceeds");

G All of Mortgagor's right, title and interest in and to all trade leases, subleases, lettings, licenses and other occupancy agreements, and guarantees thereof, for the Land and Improvements or any part thereof (collectively, "Leases" and, individually, a "Lease"), including any cash or other security deposited thereunder, and the rents, issues, profits, revenue, royalties (collectively the "Rents") payable under the Leases;

H All of the books, computer software, records and files of or relating to the Land, Improvements or Personal Property now or hereafter maintained by Mortgagor or for its account;

I All awards and claims for damages made and to be made for the taking by eminent domain of the whole or any part of the Land, Improvements or Personal Property, all of which awards Mortgagor hereby assigns to Mortgagee; and

J All licenses, permits, and warranties attributable or allocable to all or any portion of the Land, Improvements or Personal Property, both real and personal.

To have and to hold all of the Premises hereby conveyed and assigned or intended or entitled so to be, unto Mortgagee, its successors and assigns, forever

Mortgagor hereby represents and warrants to and covenants with Mortgagee, its successors and assigns that:

1. Mortgagor is lawfully seized of the estate hereby conveyed and has good and clear record and marketable title to the Premises and will warrant and defend title to the same and the Premises are free and clear of all liens, charges and encumbrances whatsoever, except the Permitted Liens;

2. Mortgagor has the full right and authority to execute and deliver to Mortgagee this Mortgage;

3. The lien created by this Mortgage is and will be kept a valid first priority lien and security interest upon the Premises and Mortgagor will warrant and defend the same to Mortgagee, its successors and assigns against any and all claims and demands whatever; and

4. This is not homestead property.

Notwithstanding anything to the contrary in this Mortgage and provided always and upon the express condition that if the Mortgagor shall pay the Mortgagee, its successors and assigns, the principal, together with accrued interest, additional premiums, fees or charges or such amount equivalent to all of the sums due and owing under the Note, the Loan Agreement and the other Obligations shall be paid and discharged in accordance with the terms and conditions therein contained, and if all other agreements and obligations of Mortgagor under the Loan Agreement, this Mortgage, or the Collateral Documents shall be discharged in accordance with the terms and conditions therein and herein expressed, then these presents shall be void, and otherwise this Mortgage shall remain in full force and effect

## ARTICLE I

### SECURITY AGREEMENT

Section 1.1 Grant of Security Interest. Without limiting any of the other provisions of this Mortgage, Mortgagor, as Debtor (referred to in this Article I as "Debtor," whether one or more), expressly grants unto Mortgagee, as Secured Party (referred to in this Article I as "Secured Party, whether one or more), a security interest in all the Premises (including both those now and those hereafter existing) to the full extent that any portion of the Premises may be subject to the Uniform Commercial Code as enacted in the State of Wisconsin (hereinafter referred to as the "Uniform Commercial Code").

Section 1.2 Covenants of Debtor Debtor covenants and agrees with Secured Party that:

A. In addition to any other remedies granted in this Mortgage to Secured Party (including specifically, but not limited to, the right to proceed against the Premises in accordance with the rights and remedies in respect of the Premises which are real property pursuant to the Uniform Commercial Code), Secured Party may, should an Event of Default occur, proceed under the Uniform Commercial Code as to all or any part of the personal property (tangible or intangible) and fixtures included in the Premises (such portion of the Premises being referred to in this Article I as the "Collateral"), and shall have and may exercise with respect to the Collateral all the rights, remedies, and powers of a secured party under the Uniform Commercial Code, including without limitation the right and power to sell, at one or more public or private sales, or otherwise dispose of, lease, or utilize the Collateral and any part or parts thereof in any manner authorized or permitted under the Uniform Commercial Code after default by a debtor. Without limiting the foregoing, Secured Party shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale and sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in Debtor, whether on Land or elsewhere Debtor further agrees to allow Secured Party to use or occupy the Premises, without charge, for the purpose of perfecting any of Secured Party's remedies in respect of the Collateral. The net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all actual expenses of every kind incurred therein or incidental to the care, safekeeping or otherwise of any or all of the Collateral or in any way relating to the rights of Secured Party hereunder, including all attorneys' charges,

disbursements and reasonable fees, shall be received by Secured Party and credited against the payment in whole or in part of the indebtedness secured hereby. To the extent permitted by applicable law, Debtor waives all claims, damages, and demands against Secured Party arising out of the repossession, retention or sale of the Collateral, except for claims, damages and demands due to the gross negligence or willful misconduct of Secured Party in dealing with such Collateral. Mortgagor agrees that Secured Party need not give more than ten (10) days' notice of the time and place or any public sale or of the time at which a private sale will take place and that such notice is reasonable notification of such matters and that such 10 days' notice is commercially reasonable.

B. Debtor hereby authorizes Secured Party to file financing and continuation statements with respect to the Collateral.

C. Debtor hereby represents and warrants that no financing statement (other than financing statements showing Secured Party as the sole secured party, or with respect to liens or encumbrances, if any, expressly permitted by this Mortgage covering any of the Collateral or any proceeds thereof) is on file in any public office except pursuant hereto; and Debtor will at its own cost and expense, upon demand, furnish to Secured Party such other information and will execute and deliver to Secured Party such financing statements and other documents in form reasonably satisfactory to Secured Party and will do all such acts as Secured Party may at any time or from time to time reasonably request or as may be necessary or reasonably appropriate to establish and maintain a perfected security interest in the Collateral as security for the Secured Obligations, subject to no other liens or encumbrances, other than liens or encumbrances benefiting Secured Party and no other party and to liens and encumbrances (if any) expressly permitted by this Mortgage; and Debtor will pay the actual expense of filing or recording such financing statements or other documents, and this instrument, in all public offices wherever filing or recording is reasonably deemed by Secured Party to be desirable.

D. To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover all rents, royalties, issues and profits, and all accounts, deposit accounts, inventory accounts, accounts receivable and other revenues of the Premises.

E. Certain of the Collateral is or will become "fixtures" (as that term is defined in the Uniform Commercial Code) on the Land and Improvements, and this Mortgage upon being filed for record in the real estate records of Milwaukee County shall operate also as a financing statement and fixture filing upon such of the Collateral which is or may become fixtures.

F. Any copy of this Mortgage which is signed by Debtor or any carbon, photographic or other reproduction of this Mortgage may also serve as a financing statement under the Uniform Commercial Code by Debtor, whose address is set forth herein above, in favor of Secured Party, whose address is set forth herein above.

ARTICLE II

COVENANTS OF MORTGAGOR

MORTGAGOR HAS COVENANTED AND AGREED AND DOES HEREBY COVENANT AND AGREE WITH MORTGAGEE, ITS SUCCESSORS AND ASSIGNS AS FOLLOWS:

Section 2.1 Covenants. So long as the Mortgagee has any obligation to extend credit pursuant to the Loan Agreement or any of the Obligations remain outstanding and unpaid, Mortgagor agrees:

A Payment. To pay promptly as and when the same respectively become due, so that no Event of Default occurs, whether by lapse of time or by declaration or otherwise, the Obligations, including the principal of and all accrued interest and other sums due under the terms of the Loan Agreement and the Note.

B. Compliance With Agreements. To perform, or cause to be performed, all covenants, conditions, obligations and provisions under the Note, the Loan Agreement and the Collateral Documents, so that no Event of Default occurs.

C Taxes To pay and discharge, or cause to be paid and discharged, from time to time when the same shall become due, all taxes, assessments and governmental charges of every character imposed upon the Premises, this Mortgage and the obligations or the interest of the Mortgagee in the Premises as required under the Loan Agreement. Mortgagor shall be required to escrow funds for real estate taxes and assessments with Mortgagee.

Promptly following payment of any taxes, assessments and governmental impositions upon the Premises, Mortgagor shall deliver to Mortgagee a copy of the bill therefor showing payment thereof. If Mortgagor shall neglect or refuse to pay and discharge all such taxes, assessments and governmental charges as provided above so that an Event of Default occurs, then Mortgagee may at its election pay any or all such taxes, assessments and governmental charges and be thereby subrogated to all rights with respect thereto of the state, county, city and all political or governmental subdivisions in which the subject properties are located. If at any time after the date hereof a statute or ordinance is passed which results in a tax or assessment levied against Mortgagee due to the existence of this Mortgage or debts secured hereby, Mortgagee may after giving Mortgagor ten (10) days' prior written notice, at this motion, declare the entire principal balance of the indebtedness secured hereby, together with all accrued, but unpaid, interest thereon, and all other sums due under the Loan Agreement to be, and the same shall thereupon become, immediately due and payable, without notice (notice being hereby waived), unless Mortgagor shall pay Mortgagee, within fifteen (15) days after Mortgagee's prior ten (10)-day written notice, such tax or assessment as is necessary to offset the effect of such statute or ordinance.

D. Waste; Maintenance. To abstain from and not suffer the commission of waste on the Premises and to maintain, preserve and keep the Premises and all parts thereof in

good repair, working order and condition and make all needful and proper repairs, renewals and replacements thereto as and when the same become reasonably necessary so as at all times to maintain the usefulness thereof.

Mortgagor shall promptly notify Mortgagee, in writing, of the occurrence of any loss or damage to the Premises exceeding Twenty Five Thousand Dollars (\$25,000 00). Mortgagor shall not materially alter the buildings, improvements or fixtures now or hereafter upon the Land comprising the Premises, or remove any of the same therefrom, or permit any tenant or other person to do so without the prior written consent of Mortgagee which shall not be unreasonably withheld provided the same is not prohibited under the Loan Agreement. Nonpayment of any taxes, assessments or other governmental charges levied or assessed upon the Premises, or the nonpayment of any insurance premium upon any insurance policy covering the Premises, or any part thereof, shall constitute waste.

E. Compliance with Laws To prevent any portion of the Premises to be used for any unlawful purpose or for any purpose other than that for which the same is now being used or intended to be used. Mortgagor shall comply promptly in all material respects with all laws, statutes, ordinances, regulations, rules and orders of all public authorities having jurisdiction of, and with all covenants, agreements and restrictions relating to, the Premises or the use, occupancy or maintenance thereof

F. Liens. To keep the Premises free from all mortgages, liens and encumbrances other than those set forth in Legend Title Corporation, Commitment Number 09-00219 effective January 19, 2009, which remain on the mark-up of title subsequent to closing and which appear on the final policy of title insurance issued based on said commitment (such items set forth in said title commitment shall be referred to as the "Permitted Liens").

G. Leases To at all times do or cause to be done all things reasonably necessary to preserve and keep in full force and effect all existing leases, if any, affecting the Premises and to perform and fulfill all obligations imposed upon the Mortgagor as lessor pursuant to such leases, and not to, without the prior written consent of Mortgagee which shall not be unreasonably withheld or delayed, agree to cancel or terminate any such lease

H. Dispositions. Not to sell, assign, lease, transfer, mortgage or pledge, or attempt to sell, assign, lease, transfer, mortgage or pledge the Mortgagor's interest, or any part thereof, in the Premises or in any other property securing the payment of the indebtedness above described, except as permitted under the Loan Agreement.

I. Descriptions. From time to time, upon the request of the Mortgagee, to give the Mortgagee a complete description in writing of all real property acquired by it after the date hereof or in which it shall acquire any interest.

J. Insurance Maintain and provide Mortgagee with evidence of full replacement cost insurance fully insuring the Premises with a loss payee endorsement in the Mortgagee's favor and to fully compensate Mortgagor for its inability to use the Premises during any reconstruction. Mortgagor shall also provide the Mortgagee with evidence of such other

insurance coverage reasonably required by the Mortgagee (including insurance required under the Loan Agreement and Collateral Documents) in amounts and coverages acceptable to the Mortgagee. All insurers shall be subject to the Mortgagee's reasonable approval. Each insurance policy shall be prepaid for a period of one year from the funding of the Loan and shall provide that the coverage under the policy may not be materially changed, canceled or terminated without at least thirty (30) days prior written notice to the Mortgagee. All insurance policies required hereunder shall name Mortgagee as a loss payee with a standard mortgage clause as required by the Loan Agreement. The Mortgagee may, in its discretion, require additional or special coverage, including without limitation, public liability and worker's compensation coverage.

K. Further Instruments. From time to time, upon the request of the Mortgagee, to promptly make, execute, acknowledge and deliver to the Mortgagee further deeds, mortgages, pledges or assignments of all real property acquired by the Mortgagor after the date hereof (all in form satisfactory to the Mortgagee) and pay all expenses incident thereto.

Section 2.2 Adjustment of Insurance Losses; Application of Proceeds In case of loss or damage by fire or other casualty to the Premises, Mortgagee (or after entry of decree of foreclosure, purchaser at the sale or the decree creditor, as the case may be) shall have the sole right and discretion to settle and adjust any claim under insurance policies which insure against such risks, provided that, if an Event of Default shall not have occurred and be continuing, Mortgagor shall have the right to agree and settle with the insurance company or companies on losses, in the aggregate, of less than Twenty Five Thousand Dollars (\$25,000.00) and to apply the insurance proceeds, in Mortgagor's sole discretion, to the payment of the Obligations or repair or restoration of the Premises. Mortgagee shall give written notice within a reasonable time to Mortgagor of any such adjustment or compromise made by Mortgagee. The power granted hereby shall be deemed to be coupled with an interest and to be irrevocable. Mortgagee is authorized to collect and receipt for any such insurance proceeds other than those which Mortgagor is permitted hereby to settle and compromise. The insurance proceeds collected by Mortgagee may, at the option of Mortgagee, be either (i) applied in payment, reduction or satisfaction of the Obligations whether due or not, or (ii) held by Mortgagee and used to reimburse Mortgagor for the cost of the rebuilding or restoration of the buildings and improvements on the Premises, provided, however, that if an Event of Default has not occurred, or if it has occurred and has been cured, and in the reasonable judgment of Mortgagee restoration or repair is economically feasible, then such proceeds shall be applied toward the cost of such restoration or repair. If Mortgagee elects to allow Mortgagor to use such proceeds to restore or rebuild the Premises, Mortgagor shall promptly and expeditiously rebuild or restore the buildings and improvements so as to be of at least equal value and substantially the same character as prior to such damage or destruction. If the proceeds are to be used to reimburse Mortgagor for the cost of rebuilding or restoration, such proceeds shall be made available, from time to time, upon Mortgagee being furnished with satisfactory evidence of the estimated cost of completion thereof and with such architects' certificates, waivers of liens, contractor's sworn statements and other evidence of cost and of payment as Mortgagee may require and approve. Mortgagee shall also be furnished with all plans and specifications for such rebuilding or restoration as the Mortgagee may require and approve. At all time the undisbursed balance of said proceeds remaining in

Mortgagee's possession shall be at least sufficient to pay for the cost of completion of the work free and clear of liens.

Section 2.3 Condemnation. If all or any part of the Premises is damaged, taken or acquired, either temporarily or permanently, in any condemnation proceeding, by exercise of the right of eminent domain, by sale in lieu of condemnation or eminent domain, or by the alteration of the grade of any street affecting the said Premises and if the amount of any award or other payment for such taking or damages made in consideration thereof exceeds Twenty Five Thousand Dollars (\$25,000.00), then such award or other payment, to the extent of the full amount of the then remaining unpaid Obligations, is hereby assigned to Mortgagee, which is empowered to collect and receive the same and to give proper receipts therefor in the name of Mortgagor, and the same shall be paid forthwith to Mortgagee and shall be applied to the payment of the Obligations in such order of priority as Mortgagee determines in its sole discretion or (at Mortgagee's option) to the restoration of the Premises, provided, however, that if an Event of Default has not occurred and is continuing and in the reasonable judgment of Mortgagee restoration or repair is economically feasible, then such payments shall be applied toward the costs of such restoration or repair. The power granted hereby shall be deemed to be coupled with an interest and to be irrevocable.

Section 2.4 Environmental Laws Mortgagor represents and warrants to Mortgagee (a) that during the period of Mortgagor's ownership or use of the Premises no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Premises in a form, quantity or manner which if known to be present on, under, in or about the Premises would require clean-up, removal or some other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"), (b) that Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Premises by any prior owner or person using the Premises, (c) that, without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Premises contains asbestos, polychlorinated biphenyl components (PCBs) or underground storage tanks, (d) that there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claim relating to any Hazardous Substance, (e) that Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance, and (f) that Mortgagor in the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Mortgagee, its directors, offices, employees and agents from all loss, cost (including reasonable attorney's fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of, or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Premises, or the transportation of any Hazardous Substance to or from the Premises, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Mortgagee in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Premises.

Section 2.5 Self-Help by Mortgagee. If Mortgagor shall fail to perform its obligations hereunder, then Mortgagee may (but shall not be obligated to), upon 10 days' prior written notice to Mortgagor and without waiving or releasing Mortgagor from any such obligation, remedy such default for the account of Mortgagor. Mortgagor agrees to repay, upon demand by Mortgagee, all sums advanced by Mortgagee to remedy such defaults, together with interest at the rate at which interest accrues on amounts due under the Construction Mortgage Note after default. All such sums, together with interest as aforesaid, shall become additional indebtedness secured by this Mortgage. No such payment by Mortgagee shall be deemed to relieve Mortgagor of an Event of Default hereunder.

### ARTICLE III

#### EVENTS OF DEFAULT, REMEDIES

Section 3.1 Events of Default, Acceleration. Upon the occurrence of an Event of Default, then and in such case, Mortgagee shall have all of the rights and remedies for default provided by this Mortgage, the Loan Agreement and the Collateral Documents, including the right to declare the then outstanding principal sums owing under the Construction Mortgage Note and any other Obligations, to be forthwith due and payable, and, upon such declaration, the principal, together with interest accrued thereon, shall become due and payable forthwith to the Mortgagee. In addition, Mortgagee may proceed to protect and enforce its rights by foreclosure proceedings as against all or any part of the Premises, or by other suit in equity, action by law or other appropriate proceedings.

Section 3.2 Sale by Mortgagee. Upon the occurrence of an Event of Default, then Mortgagee, in its discretion, may, with or without entry, personally or by attorney, sell all or any part of the Premises at such place or places and in such other manner as may now or hereafter be authorized by law. Notice of any sale by Mortgagee pursuant to the provisions hereof shall state the time and place when and where the same is to be made and shall contain a brief general description of the property to be sold and shall be sufficiently given if given in a manner provided by law. Upon completion of any sale or sales as specified above, Mortgagee shall transfer and deliver, or cause to be transferred and delivered, to the accepted purchaser or purchasers the property so sold and, to the extent permitted by law, Mortgagee is hereby irrevocably appointed the true and lawful attorney-in-fact of Mortgagor, in its name and stead, to make all necessary transfers of property thus sold and, for that purpose, Mortgagee may execute and deliver, for and in the name of Mortgagor, all necessary instruments of assignment and transfer, Mortgagor hereby ratifying and confirming all that its said attorney-in-fact shall lawfully do by virtue hereof. The power granted hereby shall be deemed to be coupled with an interest and to be irrevocable.

Section 3.3 Payment of Indebtedness and Other Costs and Expenses. In any case in which Mortgagee has the right to sell the Premises or to institute foreclosure proceedings, Mortgagor agrees to pay to the Mortgagee the whole amount then due and payable with respect to the Obligations. Mortgagor hereby agrees that if Mortgagee commences any proceeding to foreclose this Mortgage or any other suit in equity, action at law or other appropriate proceeding to enforce its rights with respect to the Obligations, or is made a party to any suit or proceeding



by reason of the interest of the Mortgagee in the Premises, then Mortgagor shall pay to Mortgagee all reasonable costs and expenses (including attorneys' fees and costs of obtaining evidence of title) paid or incurred by Mortgagee in connection therewith, which costs and expenses shall be Obligations secured hereby.

Section 3.4 Purchase by Mortgagee. In the case of any sale of the Premises pursuant to any judgment or decree of any court or at public auction or otherwise in connection with the enforcement of any of the terms of this Mortgage, Mortgagee, its successors or assigns may become the purchaser, and for the purpose of making settlement for or payment of the purchase price, shall be entitled to deliver over and use the Obligations in order that there may be credited as paid on the purchase price the sum then due under the Obligations.

Section 3.5 Redemption Period In the event that foreclosure proceedings are commenced, Mortgagor consents and agrees that upon the election of Mortgagee, the provisions of Sections 846.101 and 846.103, Wis Stats, and any successor or supplementary statutes thereto shall apply to the foreclosure of this Mortgage, permitting Mortgagee, upon waiving the right to judgment for any deficiency, to hold the foreclosure sale of the Premises at such time as set forth therein. Nothing herein contained shall be deemed a present waiver of Mortgagee's right to seek a deficiency judgment against Mortgagor.

Section 3.6 Possession by Mortgagee. Upon the happening of an Event of Default, then and in every such case Mortgagee, either itself or by its agents or attorneys, may, in the discretion of Mortgagee, enter upon and take possession of the Premises, or any part or parts thereof, and may exclude Mortgagor and its agents and servants wholly therefrom, and having and holding the same, Mortgagee may use, operate, manage and control the Premises or any part thereof, and conduct the business thereof, either personally or by superintendents, managers, agents, employees and attorneys, and from time to time by purchase, repair or construction may maintain and restore and may insure and keep insured the buildings, structures, improvements, fixtures and other property, real and personal, comprising the Premises. After paying the expenses of operating the Premises, Mortgagee shall apply the monies arising therefrom to the Obligations.

Section 3.7 Receiver At any time after the occurrence of an Event of Default, Mortgagee shall be entitled, as a matter of right, upon five (5) days' prior written notice and demand and without giving bond to Mortgagor or anyone claiming through or under Mortgagor, and without regard to the solvency or insolvency of Mortgagor or any person liable for an Obligations or to the value of the Premises or the occupancy thereof as a homestead, to have a receiver appointed of all or any part of the Premises and of the earnings, income, rents, issues and profits thereof, for such period or periods of time, including during any foreclosure proceedings, before and after any judgment of foreclosure, and during the full statutory period of redemption, if any, and with such powers as the court making such appointment shall confer, including application of such earnings, income, rents, issues and profits to the indebtedness secured hereby, and Mortgagor does hereby irrevocably consent to such appointment

Section 3.8 Abandonment of Proceedings. In case Mortgagee shall have proceeded to enforce any right under this Mortgage by foreclosure, sale, entry or otherwise, and such

proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to Mortgagee, then and in every such case, Mortgagor and Mortgagee shall be restored to their former positions and rights hereunder with respect to the Premises subject to the lien hereof.

Section 3.9 Application of Proceeds The proceeds of any sale or sale of the Premises or any part thereof pursuant to this Article II shall be applied in the following order:

A To payment of reasonable expenses incurred by Mortgagee in connection with such sale and the foreclosure proceedings, including, but not limited to, court costs, reasonable attorneys' fees and expenses, appraisers' fees, experts' fees and the cost of title searches, abstracts, title insurance policies and surveys, and the cost of taking, holding, advertising and preparing for sale and selling the Premises;

B To the payment of interest accrued and unpaid on the Obligations, including the Note, to and including the date of such application in such order of priority as Mortgagee determines in its sole discretion;

C To the payment of the principal amount of the Obligations, including the Note, in such order of priority as Mortgagee determines in its sole discretion; and

D The balance (if any) of such proceeds shall be paid to Mortgagor or as a court of competent jurisdiction may direct.

#### ARTICLE IV

#### MISCELLANEOUS

Section 4.1 Mortgage as Security. This Mortgage shall continue to be a lien on the Premises while any Obligations of Mortgagor to Mortgagee remain unpaid regardless of when such Obligations arose, until such time as the Mortgage is released or satisfied of record. Since this Mortgage secures all Obligations of Mortgagor to Mortgagee, the parties agree that this Mortgage may secure Obligations in a greater dollar amount than the amount stated in this Mortgage.

Section 4.2 Relationship of Parties The relationship between Mortgagee and Mortgagor is solely that of a lender and borrower, and nothing contained herein in the Construction Mortgage Note, in the Loan Agreement, or in any of the Collateral Documents shall in any manner be construed as constituting Mortgagee a partner or joint venturer of Mortgagor or as creating any other relationship between Mortgagee and Mortgagor other than that of lender and borrower.

Section 4.3 Severability If any term, covenant or condition of the Loan Agreement, this Mortgage, the Note or any Collateral Document or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of the Loan Agreement, this Mortgage, the Note and the Collateral Documents and the application of such

term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each and every term, covenant and condition of the Loan Agreement, this Mortgage, the Note, and the Collateral Documents shall be valid and be enforced to the fullest extent permitted by applicable law.

Section 4.4 Subrogation. Mortgagee shall be subrogated to all liens, although released of record, which are paid out of the indebtedness secured by this Mortgage.

Section 4.5 Successors and Assigns. All of the covenants and conditions hereof shall run with the land, shall be binding upon all successors and assigns of Mortgagor, and shall inure to the benefit of the successors and assigns of Mortgagee.

Section 4.6 Waivers by Mortgagor To the fullest extent permitted by applicable law, Mortgagor, for itself, its successors and assigns, and each and every person with any interest in the Premises or any part thereof, whether now owned or hereafter acquired, hereby waives notice of maturity, demand, presentment for payment, diligence in collection, notice of nonpayment and protest, and any and all other notices (except to the specific extent provided otherwise in this Mortgage, the Note, the Loan Agreement and the Collateral Documents) and defenses whatsoever, with respect to any and all of the Obligations Mortgagor hereby consents and agrees to any extension of time, whether one or more, for the payment thereof and/or to any and all renewals thereof; and hereby consents and agrees that Mortgagee may release all or any part of the security for the payment thereof, and may release any party liable for the payment thereof without, in any event, affecting the terms or effect of this Mortgage or the Obligations or liabilities hereunder of Mortgagor, its successors or assigns or any person with any interest in the Premises or any part thereof, whether now owned or hereafter acquired.

Section 4.7 Applicable Law. This Mortgage shall, in all respects, be governed by the internal laws of the State of Wisconsin.

Section 4.8 Amendment. Neither this Mortgage nor any term, covenant or condition contained herein may be amended, modified or terminated except by an agreement in writing, signed by the party against whom enforcement of the amendment, modification or termination is sought.

Section 4.9 Transfer of Premises Upon any sale or transfer of all or any part of the Premises or any interest therein by operation of law or otherwise, without the prior written consent of Mortgagee, such an event shall constitute an Event of Default, and the Obligations relating to the Premises may, at the option of Mortgagee, be declared immediately due and payable in their entirety. No transfer of the Premises by Mortgagor, and no extension of time of payment or other indulgence after such transfer, shall operate to release or discharge Mortgagor, it being agreed that the liability of Mortgagor shall continue as principal until all Obligations are paid and performed in full, notwithstanding any transfer of the Premises, extension of time or other indulgence to the then owner or any other act which might constitute a discharge of a surety.

Section 4.10 Notices. Whenever in this Mortgage it shall be required or permitted that notice be given by one party to the other, such notice shall be given by certified or registered mail, or by overnight courier services, and any notice so sent shall be deemed to have been given on the date the same is deposited in the United States mail, postage prepaid, or the day after the same is departed with an overnight courier services, respectively. Notices shall be addressed to Mortgagee or Mortgagor, as the case may be, at the address set forth in the Loan Agreement.

Section 4.11 Rights Cumulative Each and every one of the rights, remedies and benefits provided to Mortgagee herein shall be cumulative and shall not be exclusive of any other of said rights, remedies or benefits or of any other rights, remedies or benefits allowed by law or in equity. Any waiver by Mortgagee of any default or an Event of Default shall not be effective unless in writing and signed by Mortgagee and, in any event, shall not constitute a waiver of any similar or other default or Event of Default.

Section 4.12 Estoppel Certificates Mortgagor, upon written request of Mortgagee, shall from time to time certify to Mortgagee or to any proposed assignee of this Mortgage, by an instrument in form satisfactory to Mortgagee, duly acknowledged, the amount then owing on the sums secured hereby and the date on which interest thereon has been paid and whether any offsets or defenses exist against payment thereof or performance of any obligation of Mortgagor under the Loan Agreement, this Mortgage, the Note or the Collateral Documents within fifteen (15) business days. Mortgagee and any proposed assignee of this Mortgage shall have the right to rely on any such certification

Section 4.13 Rights as to Transferees. In the event of the sale or transfer of all or any part of the Premises, by operation of law or otherwise, Mortgagee is authorized and empowered to deal with the transferee with reference to this Mortgage, the Premises, the Obligations and/or with reference to any of the terms or conditions contained herein, as fully and to the same extent as it might deal with Mortgagor and without in any way releasing or discharging any of Mortgagor's liabilities hereunder or under the Obligations, the Loan Agreement, the Note or the Collateral Documents

Section 4.14 Waiver of Marshaling. Mortgagor hereby waives for itself, its successors and assigns any equitable right available to it in respect of marshaling of assets and will not require Mortgagee, prior to exhausting its remedies against Mortgagor, to exhaust its remedies against any other debtor securing the Obligations of Mortgagor or Mortgagee.

Section 4.15 Continuing Lien. The lien created hereby shall terminate only upon the payment or performance by Mortgagor of all Obligations related to the Premises. Mortgagor agrees that to the extent either Mortgagor or any guarantor of the Obligations, if any, makes a payment or payments to Mortgagee, which payment or payments or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under the federal Bankruptcy Code or any other bankruptcy act or other federal or state law, common law or equitable cause, then, to the extent of such payment or repayment, the Obligations or part thereof intended to be satisfied shall be revived and continued in full force and effect as if said payment had not been made



EXHIBIT A

Parcel One:

The West 20 feet of Lot 4, and the East 25 feet of Lot 5, in Block 1, in First Continuation of Soldier's Home Heights Subdivision, of a part of the Southeast 1/4 of Section 34, Township 7 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin

Parcel Two:

The West 5 feet of Lot 5, all of Lot 6 and the East 1.78 feet of Lot 7, Block 1, in First Continuation of Soldier's Home Heights Subdivision, of part of the Southeast 1/4 of Section 34, Township 7 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin

DOC.# 10039102

RECORDED  
10/04/2011 02:28PM

JOHN LA FAVE  
REGISTER OF DEEDS  
Milwaukee County, WI  
AMOUNT: \$30.00

FEE EXEMPT #: 0  
0

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

THIS DOCUMENT PREPARED BY  
AND UPON RECORDATION, RETURN TO:  
Vanessa A. Orta, Esq.  
ANDERSON, MCCOY & ORTA, P.C.  
100 North Broadway, Suite 2600  
Oklahoma City, OK 73102  
Telephone: (888)236-0007

Milwaukee County, State of Wisconsin  
Tax Map No. or Tax Parcel Identification No.: 439-0144-001

### ASSIGNMENT OF REAL ESTATE MORTGAGE

On September 17, 2010, Maritime Savings Bank, (the "Failed Bank") was closed by its supervising institution, and the Federal Deposit Insurance Corporation (acting in any capacity, the "FDIC") was appointed as Receiver.

FEDERAL DEPOSIT INSURANCE CORPORATION IN ITS CAPACITY AS RECEIVER FOR MARITIME SAVINGS BANK, at 550 17th Street, NW, Washington, D.C. 20429-0002 (hereinafter referred to as "Assignor"), for value received, does by these presents, grant, bargain, sell, assign, transfer and set over to CRE VENTURE 2011-I, LLC, a Delaware limited liability company, its successors and assigns, at 2450 Broadway, 6th Floor, Santa Monica, California 90404, (hereinafter referred to as "Assignee"), all right, title and interest in and to those documents listed immediately below, which relate to the property described on the attached Exhibit A:

CRE VENTURE 2011-I, LLC  
AMO No: 3052516  
Loan No: 2060900298  
Colony No: 6295  
Midland Servicing No: 030286743

Real Estate Mortgage and Security Agreement, dated February 20, 2009 (the "Mortgage"), executed by CRAWDADDY'S, LLC, a Wisconsin limited liability company (the "Grantor"), in the original principal sum of Five Hundred Thirty Thousand and 00/100 Dollars (\$530,000.00) securing a Note made payable to MARITIME SAVINGS BANK and which Mortgage was recorded on March 26, 2009, as Document Number 09716376 in the Real Estate Records of Milwaukee County, State of Wisconsin ("Real Estate Records").

TO HAVE AND TO HOLD THE SAME UNTO SAID CRE VENTURE 2011-1, LLC, ITS SUCCESSORS AND ASSIGNS:

THIS ASSIGNMENT IS MADE WITHOUT RECOURSE, AND WITHOUT REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, OR BY OPERATION OF LAW, OF ANY KIND OR NATURE WHATSOEVER, BY THE FDIC IN ITS CAPACITY AS RECEIVER FOR MARITIME SAVINGS BANK OR IN ITS CORPORATE CAPACITY. THE LOAN IS CONVEYED "AS IS" AND "WITH ALL FAULTS," WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING AS TO COLLECTABILITY, ENFORCEABILITY, VALUE OF COLLATERAL, ABILITY OF ANY OBLIGOR TO REPAY, CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS, IMPLIED OR BY OPERATION OF LAW, BY ANY PERSON, INCLUDING THE FDIC OR ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CRE VENTURE 2011-1, LLC  
AMO No: 3052.516  
Loan No: 2060900298  
Cohort No: 6295  
Midland Servicing No: 030286741



IN WITNESS WHEREOF, FEDERAL DEPOSIT INSURANCE CORPORATION IN ITS CAPACITY AS RECEIVER FOR MARITIME SAVINGS BANK has caused this instrument to be executed this 28th day of September, 2011, effective as of the 10th day of August, 2011.

ASSIGNOR:

FEDERAL DEPOSIT INSURANCE CORPORATION IN ITS CAPACITY AS RECEIVER FOR MARITIME SAVINGS BANK

By: *Vanessa A. Orta*  
Name: Vanessa A. Orta  
Title: Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF OKLAHOMA

)  
)  
)

SS:

COUNTY OF OKLAHOMA

On this 28th day of September, 2011, before me personally appeared Vanessa A. Orta, as Attorney-in-Fact for FEDERAL DEPOSIT INSURANCE CORPORATION IN ITS CAPACITY AS RECEIVER FOR MARITIME SAVINGS BANK, known to me or proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument, and she thereupon duly acknowledged to me that she executed the same to be her free act and deed.

WITNESS my hand and official seal.

*Heather Scrimshire*  
Name of Notary: Heather Scrimshire

My commission expires:



**EXHIBIT A**

**Parcel One:**

The West 20 feet of Lot 4, and the East 25 feet of Lot 5, in Block 1, in First Continuation of Soldier's Home Heights Subdivision, of a part of the Southeast 1/4 of Section 34, Township 7 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

**Parcel Two:**

The West 5 feet of Lot 5, all of Lot 6 and the East 1.78 feet of Lot 7, Block 1, in First Continuation of Soldier's Home Heights Subdivision, of part of the Southeast 1/4 of Section 34, Township 7 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

CRE VENTURE 2011-1, LLC  
AMO No: 3052.516  
Loan No: 2060900298  
Colony No: 6295  
Midland Servicing No: 030286743

DOC.# 10495576

RECORDED  
09/02/2015 11:11AM

JOHN LA FAVE  
REGISTER OF DEEDS  
Milwaukee County, WI  
AMOUNT: \$30.00

FEE EXEMPT #: 0  
0

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

ASSIGNMENT OF MORTGAGE AND  
SECURITY AGREEMENT

Document Number

Document Title

Recording Area

Name and Return Address

Anderson, McCoy & Orta, P.C.  
100 North Broadway, Suite 2600  
Oklahoma City, Oklahoma 73102  
Telephone: 888-236-0007

439-0144-001

Parcel Identification Number (PIN)

**THIS PAGE IS PART OF THIS LEGAL DOCUMENT - DO NOT REMOVE.**

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

**EXHIBIT F**

## ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT

As of the 28th day of August, 2015, CRE VENTURE 2011-1, LLC, a Delaware limited liability company, having an address at 2450 Broadway, 6th Floor, Santa Monica, CA 90404, ("Assignor"), as the holder of the instrument hereinafter described and for valuable consideration hereby endorses, assigns, sells, transfers and delivers to GREENWICH INVESTORS XLIX TRUST 2015-1, having an address at c/o WMD Asset Management, LLC, 6279 Dupont Station Court, Jacksonville, FL 32217, ("Assignee"), its successors, participants and assigns, without recourse or warranty, all right, title and interest of Assignor in and to that certain:

MORTGAGE AND SECURITY AGREEMENT made by CRAWDADDY'S, LLC, a Wisconsin limited liability company to MARITIME SAVINGS BANK dated as of February 20, 2009 and recorded on March 26, 2009, as Document Number 09716376 in the Recorder's Office of Milwaukee County, Wisconsin ("Recorder's Office") (as the same has heretofore been amended, modified, restated, supplemented, renewed or extended) ("Mortgage"), securing payment of note(s) and creating a lien on the property described in Exhibit A attached hereto and by this reference made a part hereof.

The Mortgage was assigned to Assignor, by assignment instrument(s) dated as of August 10, 2011 and recorded on October 4, 2011, as Document Number 10039102, in the Recorder's Office.

Together with any and all notes and obligations therein described, the debt and claims secured thereby and all sums of money due and to become due thereon, with interest provided for therein, and hereby irrevocably appoints Assignee hereunder its attorney to collect and receive such debt, and to foreclose, enforce and satisfy the foregoing the same as it might or could have done were these presents not executed, but at the cost and expense of Assignee.

Together with any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which Assignor hereunder possesses or to which Assignor is otherwise entitled as additional security for the payment of the notes and other obligations described herein.

This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE(S) ON THE FOLLOWING PAGE]

17<sup>th</sup> IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed this day of August, 2015.

CRE VENTURE 2011-1, LLC, a Delaware  
limited liability company

By: *Vanessa A. Orta*  
Name: Vanessa A. Orta  
Title: Attorney-in-Fact

ACKNOWLEDGEMENT

STATE OF OKLAHOMA

§  
§  
§

COUNTY OF OKLAHOMA

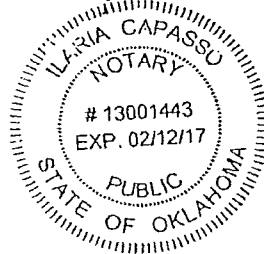
On this 17<sup>th</sup> day of August, 2015, before me personally appeared, Vanessa A. Orta, as Attorney-in-Fact of CRE VENTURE 2011-1, LLC, a Delaware limited liability company, who is personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument, and she thereupon duly acknowledged to me that she executed the same to be her free act and deed.

WITNESS my hand and official seal.

*Ilaria Capasso*

Name of Notary: Ilaria Capasso

My Commission Expires:



Reference: 3610.113  
Matter Name: Crawdaddys LLC  
Pool: Colony - CRE-1 3Q15

EXHIBIT A  
LEGAL DESCRIPTION

Parcel One:

The West 20 feet of Lot 4, and the East 25 feet of Lot 5, in Block 1, in First Continuation of Soldier's Home Heights Subdivision, of a part of the Southeast 1/4 of Section 34, Township 7 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

Parcel Two:

The West 5 feet of Lot 5, all of Lot 6 and the East 1.78 feet of Lot 7, Block 1, in First Continuation of Soldier's Home Heights Subdivision, of part of the Southeast 1/4 of Section 34, Township 7 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

**LESS AND EXCEPT ANY AND ALL PROPERTY PREVIOUSLY RELEASED OF RECORD**