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SEP 23 2015

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY CITY OF WEST ALLIS

15CV007689

NORTH MILWAUKEE STATE BANK  
5630 West Fond du Lac Avenue  
Milwaukee, Wisconsin 53216,

Plaintiff,

Case No. \_\_\_\_\_

-vs-

SUMMONS  
30404 Foreclosure of Mortgage

FIRST PROPERTY DEVELOPMENT, LLC  
c/o Elijah Mohammed Rashaed  
743 North 25th Street  
Milwaukee, Wisconsin 53233,

ELIJAH MOHAMMED RASHAED  
3306 West Highland Blvd.  
Milwaukee, Wisconsin 53208,

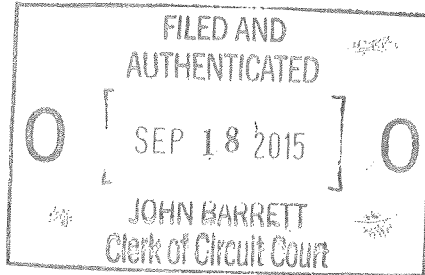
SECOND PROPERTY DEVELOPMENT, LLC  
c/o Elijah Mohammed Rashaed  
743 North 25<sup>th</sup> Street  
Milwaukee, Wisconsin 53233,

MELENA S. TORRENCE  
5311 North 45<sup>th</sup> Street  
Milwaukee, Wisconsin 53218,

CITY OF MILWAUKEE  
200 East Wells Street  
Milwaukee, Wisconsin 53202,

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

Defendants.



HON. JOHN J. ... CIVIL F ... BR. 41

9/14/15		9/23/15	
SERVED UPON & ADDRESS		SERVED UPON & ADDRESS	
<input type="checkbox"/> PERSONAL	<input type="checkbox"/> SUBSTITUTE	<input type="checkbox"/> POSTED	<input type="checkbox"/> CORPORATE

THE STATE OF WISCONSIN TO EACH PERSON NAMED ABOVE AS A DEFENDANT:

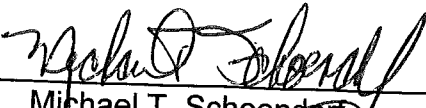
YOU ARE HEREBY NOTIFIED that the plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this summons, you must respond with a written answer (except that the State of Wisconsin has forty-five (45) days and the United States of America has sixty (60) days within which to answer or otherwise plead herein), as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The Court may reject or disregard an answer that does not follow the requirements of the Statutes. The answer must be sent or delivered to the Court, whose address is Milwaukee County Courthouse, 901 North 9th Street, Milwaukee, Wisconsin 53233, and to Walden & Schuster, S.C. by Attorney Michael T. Schoendorf, plaintiff's attorney, whose address is 707 West Moreland Blvd., Suite 9, Waukesha, Wisconsin 53188. You may have an attorney help or represent you.

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

Dated this 17<sup>th</sup> day of September, 2015.

WALDEN & SCHUSTER, S.C.  
Attorneys for the Plaintiff

By   
Michael T. Schoendorf  
State Bar No. 1011856  
707 West Moreland Blvd., Suite 9  
Waukesha, WI 53188  
Telephone: (262) 547-5517  
Facsimile: (262) 547-7517  
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STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

15CV007689

NORTH MILWAUKEE STATE BANK  
5630 West Fond du Lac Avenue  
Milwaukee, Wisconsin 53216,

Plaintiff,

-vs-

Case No. \_\_\_\_\_

COMPLAINT  
30404 Foreclosure of Mortgage

FIRST PROPERTY DEVELOPMENT, LLC  
c/o Elijah Mohammed Rashaed  
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ELIJAH MOHAMMED RASHAED  
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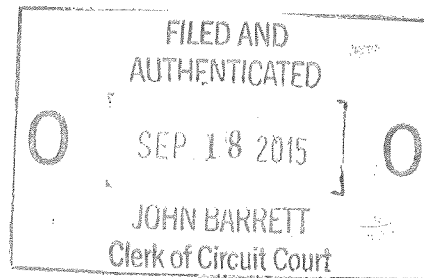
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MELENA S. TORRENCE  
5311 North 45<sup>th</sup> Street  
Milwaukee, Wisconsin 53218,

CITY OF MILWAUKEE  
200 East Wells Street  
Milwaukee, Wisconsin 53202,

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

Defendants.



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NOW COMES the Plaintiff, North Milwaukee State Bank, through its attorneys, Walden & Schuster, S.C., by Attorney Michael T. Schoendorf, and complains of the Defendants as follows:

1. The Plaintiff is a Wisconsin state bank duly organized and existing pursuant to the laws of the State of Wisconsin, with its principal office located at 5630 West Fond Du Lac Avenue, Milwaukee, Wisconsin 53216.

2. Upon information and belief, the Defendant, First Property Development, LLC, is a Wisconsin limited liability company with the registered agent listed as Elijah Mohammed Rashaed with an address of 743 North 25<sup>th</sup> Street, Milwaukee, Wisconsin 53233.

3. Upon information and belief, the Defendant, Elijah Mohammed Rashaed is an adult resident of the State of Wisconsin residing at 743 North 25<sup>th</sup> Street, Milwaukee, Wisconsin 53233.

4. Upon information and belief, the Defendant, Second Property Development, LLC, is a Wisconsin limited liability company with the registered agent listed as Elijah Mohammed Rashaed with an address of 743 North 25<sup>th</sup> Street, Milwaukee, Wisconsin 53233.

5. Upon information and belief, the Defendant, Melena S. Torrence is an adult resident of the State of Wisconsin, residing at 5311 North 45<sup>th</sup> Street, Milwaukee, Wisconsin 53218.

6. Upon information and belief, the Defendant, City of Milwaukee, is a Wisconsin municipality located at 200 East Wells Street, Milwaukee, Wisconsin 53202.

7. Upon information and belief, the Defendant, City of West Allis, is a Wisconsin municipality located 7525 West Greenfield Avenue, West Allis, Wisconsin 53214.

8. The Defendant, First Property Development, LLC, hereinafter referred to as the Mortgagor, duly executed and delivered to North Milwaukee State Bank for consideration expressed therein, a Promissory Note on the 30th day of July, 2013, known as Exhibit "A", attached hereto and by reference incorporated into this Complaint

9. The Mortgagor for consideration as expressed therein, duly executed and delivered to North Milwaukee State Bank to secure said Note a Mortgage on the 30th day of July, 2013, known as Exhibit "B" attached hereto and by reference incorporated into this Complaint; that said Mortgage was duly recorded on the 9th day of December, 2013, in the Milwaukee County Register of Deeds Office, known as Document No. 10319138.

10. The Defendant, First Property Development, LLC, duly executed and delivered to North Milwaukee State Bank an Assignment of Leases and Rents dated July 30, 2013. Said Assignment of Leases and Rents was duly recorded with the Milwaukee County Register of Deeds on December 9, 2013 as Document No. 10319139. A copy of said Assignment of Leases and Rents is attached hereto as Exhibit "C".

11. The Mortgagor and Second Property Development, LLC for consideration as expressed therein, duly executed and delivered to North Milwaukee State Bank to secure said Note a Mortgage on the 8th day of May, 2009, known as Exhibit "D" attached hereto and by reference incorporated into this Complaint; that said Mortgage was duly recorded on the 2nd day of June, 2009, in the Milwaukee County Register of Deeds Office, known as Document No. 09746372.

12. The Defendants, First Property Development, LLC and Second Property Development, LLC, duly executed and delivered to North Milwaukee State Bank an Assignment of Leases and Rents dated May 8, 2009. Said Assignment of Leases and Rents was duly recorded with the Milwaukee County Register of Deeds on June 2, 2009 as Document No. 09746373. A copy of said Assignment of Leases and Rents is attached hereto as Exhibit "E".

13. The Defendant, First Property Development, LLC, duly executed and delivered to North Milwaukee State Bank a Commercial Security Agreement dated July 30, 2013, known as Exhibit "F", attached hereto and by reference incorporated into this Complaint.

14. The Defendant, Elijah Mohammed Rashaed a/k/a Elijah R. Rashaed executed and delivered to Plaintiff a Guaranty on July 30, 2013 whereby for good and value consideration, Elijah Mohammed Rashaed absolutely and unconditionally guaranteed and promised to pay Plaintiff or its order, the indebtedness of First Property Development, LLC owed to Plaintiff. A copy of said Guaranty is attached hereto as Exhibit "G".

15. The Defendants, First Property Development, LLC and Elijah Mohammed Rashaed are in default in the aforementioned Promissory Note and Mortgages known as Exhibit "A", Exhibit "B" and Exhibit "D" by failing to tender to the Plaintiff the following final payment of principal and interest due on July 30, 2014.

16. By reason of such default, Plaintiff has declared the entire Promissory Note known as Exhibit "A" to be wholly due and payable as provided therein, and there is now due the Plaintiff from the Defendants, exclusive of any outstanding taxes,

attorneys' fees, advances or costs of litigation, the total sum of Four Hundred Ninety-Two Thousand Seven Hundred Twenty-Three Dollars and Thirty-Four Cents (\$492,723.34) as of September 17, 2015.

17. According to the terms of the above Mortgages known as Exhibit "B", and Exhibit "D", the Plaintiff has a mortgage interest in the properties, more particularly described as:

Parcel 1:

The North 1/2 of Lot 21 and the South 30 feet of the North 60 feet of Lots 17, 18, 19 and 20, Block 5, in Cold Spring Heights, in the Southwest 1/4 and the Northwest 1/4 of Section 24, Township 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

Property Address: 1626-1628 North 38<sup>th</sup> Street  
Tax Key No. 366-0407-100-8

Parcel 2:

Lot 9, Block 8, in the Amended Plat of Juneau Heights No. 2, being a subdivision of a part of the Southeast 1/4 of Section 11, Township 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

Property Address: 4620 W. Hale Place  
Tax Key No.: 288-0164-3

Parcel 3:

Lot 15, Block 3, in Badger State Park, being a subdivision of a part of the East 1/2 of the Northwest 1/4 of Section 18, in Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

Property Address: 3016-3018 North 23rd Street  
Tax Key No.: 310-0155-7

Parcel 4:

Lot 16, Block 4, in Meehan and Somers Subdivision, in the Northwest 1/4 of Section 19, in Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.



Property Address: 2402 West Garfield Avenue  
Tax Key No.: 350-2089-100-7

Parcel 5:

Lot 17, Block 2, in Continuation of Zingen & Braun's Norville Subdivision, being a subdivision of a part of the Northeast 1/4 of Section 1, in Township 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

Property Address: 4412 North 30th Street  
Tax Key No.: 230-0031-X

Parcel 6:

Lot 36 and the South 1/2 of Lot 37, Block 23, in North Milwaukee Townsite Company's Addition No. 2, in the Northeast 1/4 of Section 1, in Township 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

Property Address: 4741 North 34th Street  
Tax Key No.: 230-0368-2

Parcel 7:

That part of Lot 28, Block 1, in Assessment Subdivision No. 19, being a part of the Northwest 1/4 of Section 19, in Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Southwest corner of Lot 28; thence North along the West line of Lot 26, 101.15 feet to a point; thence Northeasterly 82.51 feet to a point in the East line of Lot 28; thence South along the East line of Lot 28, 101.92 feet to the Southeast corner of Lot 28; thence Westerly along the South line of Lot 28, 82.50 feet to the place of beginning.

Property Address: 2330 West Vine Street  
Tax Key No.: 350-0333-X

18. The Defendant, Second Property Development, LLC, may claim an ownership interest in the subject properties known as Parcel 3 and Parcel 4. Said interest of Second Property Development, LLC, if any, is subordinate to Plaintiff's mortgage interest.

19. The Defendant, Melena S. Torrence, may claim an interest in the subject properties due to a Judgment docketed on February 23, 2012 as Case No. 2009SC042179 in the Milwaukee County Circuit Court in the amount of \$2,070.00. Said interest of Melena S. Torrence, if any, is subordinate to Plaintiff's mortgage interest.

20. The Defendant, City of Milwaukee, may claim an interest in the subject property due to Judgments docketed in the Milwaukee County Circuit Court. See Exhibit "H" for a listing of all said Judgments. Said interest of City of Milwaukee, if any, is subordinate to Plaintiff's mortgage interest.

21. The Defendant, City of West Allis, may claim an interest in the subject property due to judgments docketed in the Milwaukee County Circuit Court. See Exhibit "H" for a listing of all said Judgments. Said interest of City of West Allis, if any, is subordinate to Plaintiff's mortgage interest.

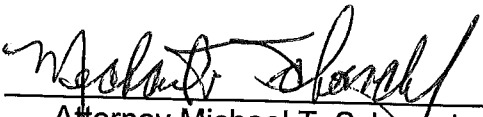
22. The Plaintiff has elected to proceed to foreclosure pursuant to Section 846.103(1) of the Wisconsin Statutes, that the premises covered by the Mortgage is twenty acres or less in area, and is non-homestead property and pursuant to said section, Plaintiff may apply to the Court for a deficiency judgment which may remain due the Plaintiff after sale of the mortgaged premises, against First Property Development, LLC and Elijah Mohammed Rashaed, jointly and severally.

23. The Plaintiff is entitled to a judgment of foreclosure under Section 846.103(1) of the Wisconsin Statutes, in the sum of Four Hundred Ninety-Two Thousand Seven Hundred Twenty-Three Dollars and Thirty-Four Cents (\$492,723.34) together with interest, protective advances, costs of litigation and reasonable attorney fees.

WHEREFORE, Plaintiff demands judgment of foreclosure and sale of the subject properties as provided by law; that amounts due the Plaintiff for principal, interest, taxes, costs, disbursements and attorney fees be adjudged and determined as well as the amount of unpaid tax liens against the subject properties; that all of said Defendants and all persons claiming under them may be barred and foreclosed of all right, claim, lien and equity of redemption in said subject property, except the right to redeem the same before sale as provided by Section 846.103(1) of the Wisconsin Statutes; that the said subject properties may be adjudged to be sold, unless redeemed within the time and in the manner provided by law, and that the said tax liens be paid; that the Plaintiff be paid the amount due on said notes and mortgages with interest to the time of such payment, and the costs and disbursements of this action, together with a reasonable sum as attorney fees, with interest on the same as allowed by law from the date of judgment out of the proceeds of such sale so far as the monies arising from such sale and properly applicable thereto will pay the same, and that Plaintiff may have judgment and execution for any deficiency remaining unpaid after applying the proceeds of said sale thereon as prescribed by law against the said Defendants who are personally liable for the payment of the debt secured by said mortgage; that the Defendants herein be enjoined from committing waste on said premises or doing any other act that may impair the value of the same at any time between the date of said judgment and the date of the sale of said premises; that a receiver for collection of the rents and profits from said properties be appointed by order of the Court to apply the same to the Plaintiff's demand; that the Plaintiff may have such other and further judgment, order or relief as is provided by law in such cases and as may be just and equitable.

Dated this 17<sup>th</sup> day of September, 2015.

WALDEN & SCHUSTER, S.C.  
Attorneys for Plaintiff

By   
Attorney Michael T. Schoendorf  
State Bar No. 1011856  
707 West Moreland Blvd. Ste. 9  
Waukesha, Wisconsin 53188  
Telephone: (262) 547-5517  
Facsimile: (262) 547-7517  
E-mail: mschoendorf@waldenlaw.net

<b>LOAN NUMBER</b> 3867901	<b>LOAN NAME</b> FIRST PROPERTY DEVELOPMENT, LLC	<b>ACCT. NUMBER</b>	<b>NOTE DATE</b> 07/30/13	<b>INITIALS</b> 65
<b>NOTE AMOUNT</b> \$474,420.33	<b>INDEX (w/Margin)</b> Not Applicable	<b>RATE</b> 6.000%	<b>MATURITY DATE</b> 07/30/14	<b>LOAN PURPOSE</b> Commercial
<b>Creditor Use Only</b>				

**PROMISSORY NOTE**  
(Commercial - Single Advance)  
**RENEWAL NOTE**

**DATE AND PARTIES.** The date of this Promissory Note (Note) is July 30, 2013. The parties and their addresses are:

**LENDER:**

**NORTH MILWAUKEE STATE BANK**  
5630 West Fond Du Lac Ave  
Milwaukee, WI 53216  
Telephone: (414) 466-2344

**BORROWER:**

**FIRST PROPERTY DEVELOPMENT, LLC**  
a Wisconsin Limited Liability Company  
PO BOX 080466  
MILWAUKEE, WI 53208

**1. DEFINITIONS.** As used in this Note, the terms have the following meanings:

- A. Pronouns.** The pronouns "I," "me," and "my" refer to each Borrower signing this Note, individually and together with their heirs, successors and assigns, and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this Note. "You" and "Your" refer to the Lender, any participants or syndicators, successors and assigns, or any person or company that acquires an interest in the Loan.
- B. Note.** Note refers to this document, and any extensions, renewals, modifications and substitutions of this Note.
- C. Loan.** Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Note.
- D. Loan Documents.** Loan Documents refer to all the documents executed as a part of or in connection with the Loan.
- E. Property.** Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.
- F. Percent.** Rates and rate change limitations are expressed as annualized percentages.
- G. Dollar Amounts.** All dollar amounts will be payable in lawful money of the United States of America.

**2. RENEWAL.** This Note is a renewal of the following described note:

Note Date	Note Number	Note Amount
March 20, 2009	# 3867901	\$500,000.00

I have requested that the note listed in the table above be renewed. The remaining balance of the note listed in the table above is \$474,420.33.

**3. PROMISE TO PAY.** For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, the principal sum of \$474,420.33 (Principal) plus interest from July 30, 2013 on the unpaid Principal balance until this Note matures or this obligation is accelerated.

**4. INTEREST.** Interest will accrue on the unpaid Principal balance of this Note at the rate of 6.000 percent (Interest Rate).

**A. Post-Maturity Interest.** After maturity or acceleration, interest will accrue on the unpaid Principal balance of this Note at the Interest Rate in effect from time to time, until paid in full.

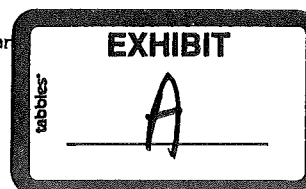
**B. Maximum Interest Amount.** Any amount assessed or collected as interest under the terms of this Note will be limited to the maximum lawful amount of interest allowed by state or federal law, whichever is greater. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.

**C. Accrual.** Interest accrues using an Actual/360 days counting method.

FIRST PROPERTY DEVELOPMENT, LLC  
Wisconsin Promissory Note

WI/4XXXTRINA000000000685019101013N

Wolters Kluwer Financial



Systems™

**5. ADDITIONAL CHARGES.** As additions, consideration, I agree to pay, or have paid, these additional fees and charges.

**A. Nonrefundable Fees and Charges.** The following fees are earned when collected and will not be refunded if I prepay this Note before the scheduled maturity date.

**Processing Fee.** A(n) Processing Fee fee of \$300.00 payable from separate funds on or before today's date.

**Recording - Releases.** A(n) Recording - Releases fee of \$35.00 payable from separate funds on or before today's date.

**Recording - Mortgage.** A(n) Recording - Mortgage fee of \$35.00 payable from separate funds on or before today's date.

**Non-RE Filing.** A(n) Non-RE Filing fee of \$10.00 payable from separate funds on or before today's date.

**Flood Certification.** A(n) Flood Certification fee of \$108.00 payable from separate funds on or before today's date.

**Appraisal.** A(n) Appraisal fee of \$1,000.00 payable from separate funds on or before today's date.

**Abstract or Title Search.** A(n) Abstract or Title Search fee of \$1,000.00 payable from separate funds on or before today's date.

**6. REMEDIAL CHARGES.** In addition to interest or other finance charges, I agree that I will pay these additional fees based on my method and pattern of payment. Additional remedial charges may be described elsewhere in this Note.

**A. Late Charge.** If a payment is more than 10 days late, I will be charged 5.000 percent of the Amount of Payment. I will pay this late charge promptly but only once for each late payment.

**B. Returned Check Charge.** I agree to pay a fee not to exceed \$32.00 for each check, negotiable order of withdrawal or draft I issue in connection with the Loan that is returned because it has been dishonored.

**C. Stop Payment Fee.** A(n) Stop Payment Fee equal to \$31.00.

**7. GOVERNING AGREEMENT.** This Note is further governed by the Commercial Loan Agreement executed between you and me as a part of this Loan, as modified, amended or supplemented. The Commercial Loan Agreement states the terms and conditions of this Note, including the terms and conditions under which the maturity of this Note may be accelerated. When I sign this Note, I represent to you that I have reviewed and am in compliance with the terms contained in the Commercial Loan Agreement.

**8. PAYMENT.** I agree to pay this Note in 12 payments. This Note is amortized over 264 payments, I will make 11 payments of \$3,265.44 beginning on August 30, 2013, and on the 30th day of each month thereafter. A single "balloon payment" of the entire unpaid balance of Principal and interest will be due July 30, 2014.

Payments will be rounded up to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

Each payment I make on this Note will be applied first to interest that is due, then to principal that is due, then to escrow that is due, then to late charges that are due, and finally to any charges that I owe other than principal and interest. If you and I agree to a different application of payments, we will describe our agreement on this Note. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

**9. PREPAYMENT.** I may prepay this Loan in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

**10. LOAN PURPOSE.** The purpose of this Loan is Renewal of Note Dated 3/20/2009.

**11. SECURITY.** The Loan is secured by previously executed, separate security instruments, including the following: 4620 W HALE PL., MILWAUKEE WI

4741 N 34TH ST., MILWAUKEE WI

2330 W VINE ST., MILWAUKEE WI

4412 N 30TH ST., MILWAUKEE WI

3016-3018 N 23rd Street, Milwaukee WI

2402 W Garfield Avenue, Milwaukee WI

**12. DUE ON SALE OR ENCUMBRANCE.** You may, at your option, declare the entire balance of this Note to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.

**13. WAIVERS AND CONSENT.** To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

**A. Additional Waivers By Borrower.** In addition, I, and any party to this Note and Loan, to the extent permitted by law, consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to this Note.

(1) You may renew or extend payments on this Note, regardless of the number of such renewals or extensions.

(2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.

(3) You may release, substitute or impair any Property securing this Note.

(4) You, or any institution participating in this Note, may invoke your right of set-off.

(5) You may enter into any sales, repurchases or participations of this Note to any person in any amounts and I waive notice of such sales, repurchases or participations.

(6) I agree that any of us signing this Note as a Borrower is authorized to modify the terms of this Note or any instrument securing, guarantying or relating to this Note.

(7) I agree that you may inform any party who guarantees this Loan of any Loan accommodations, renewals, extensions, modifications, substitutions or future advances.

**B. No Waiver By Lender.** Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in this Note, or any other Loan Document, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

**14. COMMISSIONS.** I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that I buy through you or your affiliate.

**15. APPLICABLE LAW.** This Note is governed by the laws of Wisconsin, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

**16. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS.** My obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on the Loan, or any number of us together, to collect the Loan. Extending the Loan or new obligations under the Loan, will not affect my duty under the Loan and I will still be obligated to pay the Loan. This Note shall inure to the benefit of and be enforceable by you and your successors and assigns and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.

**17. AMENDMENT, INTEGRATION AND SEVERABILITY.** This Note may not be amended or modified by oral agreement. No amendment or modification of this Note is effective unless made in writing and executed by you and me. This Note and the other Loan Documents are the complete and final expression of the agreement. If any provision of this Note is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable. No present or future agreement securing any other debt I owe you will secure the payment of this Loan if, with respect to this loan, you fail to fulfill any necessary requirements or limitations of Sections 19(a), 32 or 35 of Regulation Z or if, as a result, this Loan would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

**18. INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Note.

**19. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence.

**20. CREDIT INFORMATION.** I agree to supply you with whatever information you reasonably request. You will make requests for this information without undue frequency, and will give me reasonable time in which to supply the information.

**21. ERRORS AND OMISSIONS.** I agree, if requested by you, to fully cooperate in the correction, if necessary, in the reasonable discretion of you of any and all loan closing documents so that all documents accurately describe the loan between you and me. I agree to assume all costs including by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to reasonably comply with your requests within thirty (30) days.

**22. SIGNATURES.** By signing under seal, I agree to the terms contained in this Note. I also acknowledge receipt of a copy of this Note.

**BORROWER:**

FIRST PROPERTY DEVELOPMENT, LLC

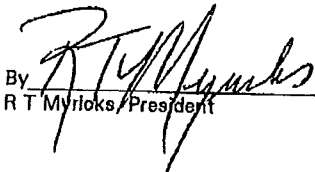


BY \_\_\_\_\_  
ELIJAH M. RASHAED, President

Date 10-10-13 (Seal)

**LENDER:**

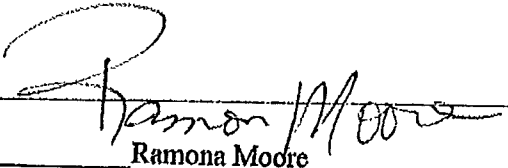
North Milwaukee State Bank



BY \_\_\_\_\_  
R T Myrieks, President

Date 10/10/13 (Seal)

Lender's Signature: \_\_\_\_\_

  
Ramona Moore

Date: 10/23/14  
10/23/14

*All documentation and/or reports required in loan file at the point of legal request are the sole responsibility of Lenders.*

**LOAN OPERATIONS USAGE:**

Received in Loan Opts: By \_\_\_\_\_

Date: \_\_\_\_\_ (stamp)



# 3867901

DOC.# 10319138

RECORDED  
12/09/2013 09:06AM

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

Return Address: Loan Department, North Milwaukee State Bank, 5630 W  
Fond Du Lac Avenue, Milwaukee, WI 53216

FEE EXEMPT #: 0  
0

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

Parcel Number: 401-0954-7, 247-0556-1, 468-1408-4, 366-0407-100-8

ELECTRONICALLY	
ID	County
Date	Time
simplifile www.simplifile.com 800.460.5657	

**MORTGAGE**

Space Above This Line For Recording Data

**DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is July 30, 2013. The parties and their addresses are:

**MORTGAGOR:**

FIRST PROPERTY DEVELOPMENT, LLC  
A Wisconsin Limited Liability Company  
PO BOX 080486  
MILWAUKEE, WI 53208

**LENDER:**

NORTH MILWAUKEE STATE BANK  
Organized and existing under the laws of Wisconsin  
5630 West Fond Du Lac Ave  
Milwaukee, WI 53216

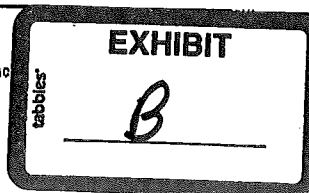
**1. CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor does hereby grant, bargain, convey and mortgage to Lender, the following described property:

See Attached

The property is located in Milwaukee County at 519 N. 28th, 4160 N. Elmhurst Rd, 1963 S. 7th Street, 1626-1628 N. 38th Street, MILWAUKEE, Wisconsin .

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). The term Property also includes, but is not limited to, any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established. This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

**2. SECURED DEBTS.** The term "Secured Debts" includes and this Security Instrument will secure each of the following:



**A. Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 3867901, dated July 30, 2013, from Mortgagor to Lender, with a loan amount of \$474,420.33 and maturing on July 30, 2014.

**B. Sums Advanced.** All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

**3. PAYMENTS.** Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

**4. WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

**5. PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

**A.** To make all payments when due and to perform or comply with all covenants.

**B.** To promptly deliver to Lender any notices that Mortgagor receives from the holder.

**C.** Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

**6. CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

**7. DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.

**8. TRANSFER OF AN INTEREST IN THE MORTGAGOR.** If Mortgagor is an entity other than a natural person (such as a corporation, partnership, limited liability company or other organization), Lender may demand immediate payment if:

**A.** A beneficial interest in Mortgagor is sold or transferred.

**B.** There is a change in either the identity or number of members of a partnership or similar entity.

**C.** There is a change in ownership of more than 25 percent of the voting stock of a corporation, partnership, limited liability company or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

**9. WARRANTIES AND REPRESENTATIONS.** Mortgagor makes to Lender the following warranties and representations which will continue as long as this Security Instrument is in effect:

**A. Power.** Mortgagor is duly organized, and validly existing and in good standing in all jurisdictions in which Mortgagor operates. Mortgagor has the power and authority to enter into this transaction and to carry on Mortgagor's business or activity as it is now being conducted and, as applicable, is qualified to do so in each jurisdiction in which Mortgagor operates.

**B. Authority.** The execution, delivery and performance of this Security Instrument and the obligation evidenced by this Security Instrument are within Mortgagor's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which Mortgagor is a party or to which Mortgagor is or any of Mortgagor's property is subject.

**C. Name and Place of Business.** Other than previously disclosed in writing to Lender, Mortgagor has not changed Mortgagor's name or principal place of business within the last 10 years and has not used any other trade or

fictional name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve Mortgagor's existing name, trade names and franchises.

**10. PROPERTY CONDITION, ALTERATIONS, INSPECTION, VALUATION AND APPRAISAL.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time and frequency for the purpose of inspecting, valuating, or appraising the Property. Lender will give Mortgagor notice at the time of or before an on-site inspection, valuation, or appraisal for on-going due diligence or otherwise specifying a reasonable purpose. Any inspection, valuation or appraisal of the Property will be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection, valuation or appraisal for its own purpose, except as otherwise provided by law.

**11. AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

**12. DEFAULT.** Mortgagor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

**A. Payments.** Mortgagor fails to make a payment in full when due.

**B. Insolvency or Bankruptcy.** The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Mortgagor, Borrower, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.

**C. Business Termination.** Mortgagor merges, dissolves, reorganizes, ends its business or existence, or a partner or majority owner dies or is declared legally incompetent.

**D. Failure to Perform.** Mortgagor fails to perform any condition or to keep any promise or covenant of this Security Instrument.

**E. Other Documents.** A default occurs under the terms of any other document relating to the Secured Debts.

**F. Other Agreements.** Mortgagor is in default on any other debt or agreement Mortgagor has with Lender.

**G. Misrepresentation.** Mortgagor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

**H. Judgment.** Mortgagor fails to satisfy or appeal any judgment against Mortgagor.

**I. Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

**J. Name Change.** Mortgagor changes Mortgagor's name or assumes an additional name without notifying Lender before making such a change.

**K. Property Transfer.** Mortgagor transfers all or a substantial part of Mortgagor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

**L. Property Value.** Lender determines in good faith that the value of the Property has declined or is impaired.

**M. Material Change.** Without first notifying Lender, there is a material change in Mortgagor's business, including ownership, management, and financial conditions.

**N. Insecurity.** Lender determines in good faith that a material adverse change has occurred in Mortgagor's financial condition from the conditions set forth in Mortgagor's most recent financial statement before the date of this Security Instrument or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

**13. REMEDIES.** On or after the occurrence of an Event of Default, Lender may use any and all remedies Lender has under state or federal law or in any document relating to the Secured Debts. Any amounts advanced on Mortgagor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Mortgagor's default.

Subject to any right to cure, required time schedules or any other notice rights Mortgagor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of an Event of Default or anytime thereafter.

All remedies are distinct, cumulative and not exclusive, and Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

**14. REDEMPTION.** The period of redemption is anytime before the foreclosure sale.

**15. COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after the occurrence of an Event of Default, to the extent permitted by law, Mortgagor agrees to pay all expenses of collection, enforcement, valuation, appraisal or protection of Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Mortgagor agrees to pay expenses for Lender to inspect, value, appraise and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Mortgagor.

**16. FORECLOSURE WITHOUT DEFICIENCY.** If this Property is a 1-4 family residence that is owner-occupied at the beginning of a foreclosure action, a farm, a church or a tax-exempt nonprofit charitable organization, then Mortgagor agrees to the provisions of Wis. Stat. § 846.101, as amended, permitting Lender to waive its right to a judgment for a deficiency on real estate of 20 acres or less, and to hold a sale of the Property six months after the foreclosure judgment is entered. If this Property is not a 1-4 family residence that is owner-occupied at the beginning of a foreclosure action, a farm, a church or a tax-exempt nonprofit charitable organization, then Mortgagor agrees to the provisions of Wis. Stat. § 846.103, as amended, permitting Lender to waive its right to a judgment for a deficiency, and to hold a sale of the Property three months after a foreclosure judgment is entered. Regardless of terms to the contrary, if Mortgagor abandons the Property, then the sale of the Property shall be after two months from the date a foreclosure judgment is entered.

**17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state of Wisconsin and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to

the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.
- D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.
- F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
- G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
- H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.
- I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
- J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.
- K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Security Instrument.
- L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

**18. CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other

means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

**19. INSURANCE.** Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Mortgagor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals shall include a standard "mortgage clause" (or "lender loss payable clause") endorsement that names Lender as "mortgagee" and "loss payee". If required by Lender, all insurance policies and renewals will also include an "additional insured" endorsement that names Lender as an "additional insured". If required by Lender, Mortgagor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing).

Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Mortgagor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Mortgagor will pay for the insurance on Lender's demand. Lender may demand that Mortgagor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include coverages not originally required of Mortgagor, may be written by a company other than one Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor purchased the insurance. Mortgagor acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

**20. ESCROW FOR TAXES AND INSURANCE.** Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

**21. WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.

**22. FIXTURE FILING.** Mortgagor gives to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.

**23. PERSONAL PROPERTY.** Mortgagor gives to Lender a security interest in all personal property located on or connected with the Property, including all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property (all of which shall also be included in the term Property). The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.

**24. APPLICABLE LAW.** This Security Instrument is governed by the laws of Wisconsin, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

**25. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS.** Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor individually or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated

under this Security Instrument for the remaining Property. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.

**26. AMENDMENT, INTEGRATION AND SEVERABILITY.** This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Mortgagor and Lender. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

**27. INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

**28. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Mortgagor will be deemed to be notice to all Mortgagors. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

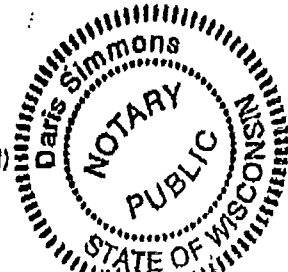
**SIGNATURES.** By signing under seal, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument.

**MORTGAGOR:**

FIRST PROPERTY DEVELOPMENT, LLC


By  \_\_\_\_\_  
ELIJAH M. RASHAED, President

Date 10-10-13 (Seal)

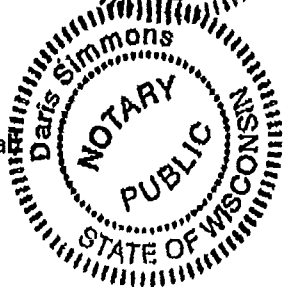


**LENDER:**

North Milwaukee State Bank

By  \_\_\_\_\_  
R T Myricks, President

Date 10-10-13 (Seal)







See Attached

In Re: Lot Ten (10) in Block Five (5) In PALMER AND CO'S ADDITION, a Subdivision of a part of the Southeast One-quarter (1/4) of Section Twenty-five (25), in Township Seven (7) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin.  
Address: 519 North 28th Street Tax Key No: 401-0954-7

In Re: Lot Thirty-one (31) in Block Three (3) in ELMHURST, being a Subdivision of a part of the Southeast One-quarter (1/4) of the Southwest One-quarter (1/4) of Section One (1), in Township Seven (7) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, State of Wisconsin.  
Address: 4160 North Elmhurst Road Tax Key No: 247-0556-1

In Re: Lot Twenty-six (26) in Block Six (6) in THIRD CONTINUATION OF WOOTACH'S SUBDIVISION, being a part of the Southwest One-quarter (1/4) of Section Five (5), in Township Six (6) North, Range Twenty-two (22) East, in the City of Milwaukee, Milwaukee County, Wisconsin.  
Address: 1963 South 7th Street Tax Key No: 468-1406-4

In Re: The North One-half (1/2) of Lot Twenty-one (21) and the South Thirty (30) feet of the North Sixty (60) feet of Lots Seventeen (17), Eighteen (18), Nineteen (19) and Twenty (20) in Block Five (5) in COLD SPRING HEIGHTS, in the Southwest One-quarter (1/4) and the Northwest One-quarter (1/4) of Section Twenty-four (24), in Township Seven (7) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin.  
Address: 1626-1628 North 38th Street Tax Key No: 366-0407-100-8

3867901

DOC.# 10319139

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REGISTER OF DEEDS  
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Parcel Number: 401-0954-7, 247-0556-1, 468-1406-4, 368-0407-100-8

RECORDED	ONICALLY
ID 407-100-8	City _____
Date _____	Time _____
simplifile www.simplifile.com 800.460.5657	

### ASSIGNMENT OF LEASES AND RENTS

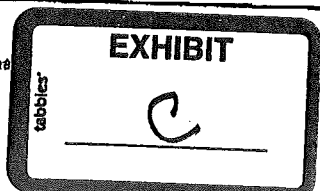
Space Above This Line For Recording Data

DATE AND PARTIES. The date of this Assignment of Leases and Rents (Assignment) is July 30, 2013. The parties and their addresses are:

**ASSIGNOR:**  
**FIRST PROPERTY DEVELOPMENT, LLC**  
 A Wisconsin Limited Liability Company  
 PO BOX 080466  
 MILWAUKEE, WI 53208

**LENDER:**  
**NORTH MILWAUKEE STATE BANK**  
 Organized and existing under the laws of Wisconsin  
 5630 West Fond Du Lac Ave  
 Milwaukee, WI 53216

- 1. SECURED DEBTS.** The term "Secured Debts" includes and this Assignment will secure each of the following:
  - A. Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 3867901, dated July 30, 2013, from Assignor to Lender, with a loan amount of \$474,420.33 and maturing on July 30, 2014.
  - B. Sums Advanced.** All sums advanced and expenses incurred by Lender under the terms of this Assignment.
- 2. ASSIGNMENT OF LEASES AND RENTS.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Assignor's performance under this Assignment, Assignor does hereby assign, grant, bargain, convey and mortgage to Lender as additional security all the right, title and interest in the following (Property).
  - A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacements (Leases).**
  - B. Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Assignor may have regarding the Property (Rents).**
  - C. The term Property as used in this Assignment shall include the following described real property:**



519 N. 28th Street, Milwaukee WI Taxkey #401-0954-7  
4160 N. Elmhurst Road, Milwaukee, WI Taxkey #247-0556-1  
1963 S. 7th Street, Milwaukee, WI Taxkey #468-1406-4  
1626-1628 N. 38th Street, Milwaukee, WI Taxkey #366-0407-100-8

The property is located in Milwaukee County at 519 N. 28th, 4160 N. Elmhurst Rd, 1963 S. 7th Street, 1626-1628 N. 38th Street, Milwaukee, Wisconsin .

In the event any Item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

**3. PAYMENTS.** Assignor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Assignment.

**4. COLLECTION OF RENTS.** Assignor may collect, receive, enjoy and use the Rents so long as Assignor is not in default. Assignor will not collect in advance any Rents due in future lease periods, unless Assignor first obtains Lender's written consent.

Upon default, Assignor will receive any Rents in trust for Lender and Assignor will not commingle the Rents with any other funds. When Lender so directs, Assignor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting, valuating, appraising and preserving the Property, and other necessary expenses.

Assignor agrees that this Assignment is immediately effective between Assignor and Lender and effective as to third parties on the recording of this Assignment.

**5. COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after the occurrence of an Event of Default, to the extent permitted by law, Assignor agrees to pay all expenses of collection, enforcement, valuation, appraisal or protection of Lender's rights and remedies under this Assignment or any other document relating to the Secured Debts. Assignor agrees to pay expenses for Lender to inspect, value, appraise and preserve the Property and for any recordation costs of releasing the Property from this Assignment. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Assignor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Assignor.

**6. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state of Wisconsin and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Assignor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

B. Except as previously disclosed and acknowledged in writing to Lender, Assignor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

C. Assignor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of

any Environmental Law concerning the Property. In such an event, Assignor will take all necessary remedial action in accordance with Environmental Law.

D. Except as previously disclosed and acknowledged in writing to Lender, Assignor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Assignor or any tenant of any Environmental Law. Assignor will immediately notify Lender in writing as soon as Assignor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Except as previously disclosed and acknowledged in writing to Lender, Assignor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.

F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

G. Assignor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Assignor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Assignor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Assignor agrees, at Assignor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Assignor's obligations under this section at Assignor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Assignor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Assignment and in return Assignor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Assignment.

L. Notwithstanding any of the language contained in this Assignment to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Assignment regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

**7. CONDEMNATION.** Assignor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Assignor authorizes Lender to intervene in Assignor's name in any of the above described actions or claims. Assignor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Assignment. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

**8. APPOINTMENT OF A RECEIVER.** On or after an Assignor's default, Assignor agrees to Lender making an application to the court for an appointment of a receiver for the benefit of Lender to take possession of the Property and the Leases, with the power to receive, collect and apply the Rents. Any Rents collected will be applied as the court authorizes to pay taxes, to provide insurance, to make repairs and to pay costs or any other expenses relating to the Property, the Leases and Rents, and any remaining sums shall be applied to the Secured Debts. Assignor agrees that this appointment of a receiver may be without giving bond, without reference to the then-existing value of the Property, and without regard to the insolvency of any person liable for any of the Secured Debts.

**9. DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 691), as applicable.

**10. TRANSFER OF AN INTEREST IN THE ASSIGNOR.** If Assignor is an entity other than a natural person (such as a corporation, partnership, limited liability company or other organization), Lender may demand immediate payment if:

A. A beneficial interest in Assignor is sold or transferred.

B. There is a change in either the identity or number of members of a partnership or similar entity.

C. There is a change in ownership of more than 25 percent of the voting stock of a corporation, partnership, limited liability company or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Assignment.

**11. WARRANTIES AND REPRESENTATIONS.** Assignor makes to Lender the following warranties and representations which will continue as long as this Assignment is in effect:

A. **Power.** Assignor is duly organized, and validly existing and in good standing in all jurisdictions in which Assignor operates. Assignor has the power and authority to enter into this transaction and to carry on Assignor's business or activity as it is now being conducted and, as applicable, is qualified to do so in each jurisdiction in which Assignor operates.

B. **Authority.** The execution, delivery and performance of this Assignment and the obligation evidenced by this Assignment are within Assignor's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which Assignor is a party or to which Assignor is or any of Assignor's property is subject.

C. **Name and Place of Business.** Other than previously disclosed in writing to Lender, Assignor has not changed Assignor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name. Without Lender's prior written consent, Assignor does not and will not use any other name and will preserve Assignor's existing name, trade names and franchises.

D. **Title.** Assignor has good title to the Leases, Rents and Property and the right to assign, grant, bargain, convey and mortgage to Lender as additional security the Leases and Rents, and no other person has any right in the Leases and Rents.

E. **Recordation.** Assignor has recorded the Leases as required by law or as otherwise prudent for the type and use of the Property.

F. **Default.** No default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Assignor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Assignor or any party to the Lease defaults or fails to observe any applicable law, Assignor will promptly notify Lender.

G. **Lease Modification.** Assignor has not sublet, modified, extended, canceled, or otherwise altered the Leases, or accepted the surrender of the Property covered by the Leases (unless the Leases so require).

H. **Encumbrance.** Assignor has not assigned, compromised, subordinated or encumbered the Leases and Rents.

**12. COVENANTS.** Assignor agrees to the following covenants:

A. **Rent Abatement and Insurance.** When any Lease provides for an abatement of Rents due to fire, flood or other casualty, Assignor will insure against this risk of loss with a policy satisfactory to Lender. Assignor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

B. **Copies of Leases.** Assignor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed.

**C. Right To Rents.** Immediately after the execution of this Assignment, Assignor will notify all current and future tenants and others obligated under the Leases of Lender's rights to the Leases and Rents, and will request that they immediately pay all future Rents directly to Lender when Assignor or Lender asks them to do so.

**D. Accounting.** When Lender requests, Assignor will provide to Lender an accounting of Rents, prepared in a form acceptable to Lender, subject to generally accepted accounting principles and certified by Assignor or Assignor's accountant to be current, accurate and complete as of the date requested by Lender.

**E. Lease Modification.** Assignor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's written consent.

**F. Encumbrance.** Assignor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent.

**G. Future Leases.** Assignor will not enter into any future Leases without prior written consent from Lender. Assignor will execute and deliver such further assurances and assignments as to these future Leases as Lender requires from time to time.

**H. Personal Property.** Assignor will not sell or remove any personal property on the Property, unless Assignor replaces this personal property with like kind for the same or better value.

**I. Prosecution and Defense of Claims.** Assignor will appear in and prosecute its claims or defend its title to the Leases and Rents against any claims that would impair Assignor's interest under this Assignment and, on Lender's request, Assignor will also appear in any action or proceeding on behalf of Lender. Assignor agrees to assign to Lender, as requested by Lender, any right, claims or defenses which Assignor may have against parties who supply labor or materials to improve or maintain the leaseholds subject to the Leases and/or the Property.

**J. Liability and Indemnification.** Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses or damages due to Lender's gross negligence or intentional torts. Otherwise, Assignor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

**K. Leasehold Estate.** Assignor will not cause or permit the leasehold estate under the Leases to merge with Assignor's reversionary interest, and agrees that the Leases shall remain in full force and effect regardless of any merger of the Assignor's interests and of any merger of the interests of Assignor and any party obligated under the Leases.

**L. Insolvency.** Lender will be the creditor of each tenant and of anyone else obligated under the Leases who is subject to an assignment for the benefit of creditors, an insolvency, a dissolution or a receivership proceeding, or a bankruptcy.

**13. DEFAULT.** Assignor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

**A. Payments.** Assignor fails to make a payment in full when due.

**B. Insolvency or Bankruptcy.** The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Assignor, Borrower, or any co-signer, endorser, surety or guarantor of this Assignment or any other obligations Borrower has with Lender.

**C. Business Termination.** Assignor merges, dissolves, reorganizes, ends its business or existence, or a partner or majority owner dies or is declared legally incompetent.

**D. Failure to Perform.** Assignor fails to perform any condition or to keep any promise or covenant of this Assignment.

**E. Other Documents.** A default occurs under the terms of any other document relating to the Secured Debts.

**F. Other Agreements.** Assignor is in default on any other debt or agreement Assignor has with Lender.

**G. Misrepresentation.** Assignor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

**H. Judgment.** Assignor fails to satisfy or appeal any judgment against Assignor.

**I. Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

**J. Name Change.** Assignor changes Assignor's name or assumes an additional name without notifying Lender before making such a change.

**K. Property Transfer.** Assignor transfers all or a substantial part of Assignor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

**L. Property Value.** Lender determines in good faith that the value of the Property has declined or is impaired.

**M. Material Change.** Without first notifying Lender, there is a material change in Assignor's business, including ownership, management, and financial conditions.

**N. Insecurity.** Lender determines in good faith that a material adverse change has occurred in Assignor's financial condition from the conditions set forth in Assignor's most recent financial statement before the date of this Assignment or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

**14. REMEDIES.** After Assignor defaults, Lender may at Lender's option do any one or more of the following.

**A. Acceleration.** Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due.

**B. Additional Security.** Lender may demand additional security or additional parties to be obligated to pay the Secured Debts.

**C. Sources.** Lender may use any and all remedies Lender has under Wisconsin or federal law or in any document relating to the Secured Debts.

**D. Insurance Benefits.** Lender may make a claim for any and all insurance benefits or refunds that may be available on Assignor's default.

**E. Payments Made On Assignor's Behalf.** Amounts advanced on Assignor's behalf will be immediately due and may be added to the Secured Debts.

**F. Rents.** Lender may terminate Assignor's right to collect Rents and directly collect and retain Rents in Lender's name without taking possession of the Property and to demand, collect, receive, and sue for the Rents, giving proper receipts and releases. In addition, after deducting all reasonable expenses of collection from any collected and retained Rents, Lender may apply the balance as provided for by the Secured Debts.

**G. Entry.** Lender may seek the appointment of a receiver to exercise the following powers and duties: to enter, take possession, manage and operate all or any part of the Property; make, modify, enforce or cancel or accept the surrender of any Leases; obtain or evict any tenants or licensees; increase or reduce Rents; decorate, clean and make repairs or do any other act or incur any other cost Lender deems proper to protect the Property as fully as Assignor could do. Any funds collected from the operation of the Property may be applied in such order as Lender may deem proper, including, but not limited to, payment of the following: operating expenses, management, brokerage, attorneys' and accountants' fees, the Secured Debts, and toward the maintenance of reserves for repair or replacement. Lender may take such action without regard to the adequacy of the security, with or without any action or proceeding, through any person or agent, or receiver to be appointed by a court, and irrespective of Assignor's possession.

The collection and application of the Rents or the entry upon and taking possession of the Property as set out in this section shall not cure or waive any notice of default under the Secured Debts, this Assignment, or invalidate any act pursuant to such notice. The enforcement of such remedy by Lender, once exercised, shall continue for so long as Lender shall elect, notwithstanding that such collection and application of Rents may have cured the original default.

**H. Waiver.** Except as otherwise required by law, by choosing any one or more of these remedies Lender does not give up any other remedy. Lender does not waive a default if Lender chooses not to use a remedy. By electing not to use any remedy, Lender does not waive Lender's right to later consider the event a default and to use any remedies if the default continues or occurs again.

**15. TERM.** This Assignment will remain in full force and effect until the Secured Debts are paid or otherwise discharged and Lender is no longer obligated to advance funds under any loan or credit agreement which is a part of

the Secured Debts. If any or all payments of the Secured Debts are subsequently invalidated, declared void or voidable, or set aside and are required to be repaid to a trustee, custodian, receiver or any other party under any bankruptcy act or other state or federal law, then the Secured Debts will be revived and will continue in full force and effect as if this payment had not been made.

**16. WAIVERS.** Except to the extent prohibited by law, Assignor waives all appraisal and homestead exemption rights relating to the Property.

**17. FIXTURE FILING.** Assignor gives to Lender a security interest in all goods that Assignor owns now or in the future and that are or will become fixtures related to the Property.

**18. PERSONAL PROPERTY.** Assignor gives to Lender a security interest in all personal property located on or connected with the Property, including all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Assignor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property (all of which shall also be included in the term Property). The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.

**19. APPLICABLE LAW.** This Assignment is governed by the laws of Wisconsin, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

**20. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS.** Each Assignor's obligations under this Assignment are independent of the obligations of any other Assignor. Lender may sue each Assignor individually or together with any other Assignor. Lender may release any part of the Property and Assignor will still be obligated under this Assignment for the remaining Property. Assignor agrees that Lender and any party to this Assignment may extend, modify or make any change in the terms of this Assignment or any evidence of debt without Assignor's consent. Such a change will not release Assignor from the terms of this Assignment. Lender may assign all or part of Lender's rights under this Assignment without Assignor's consent. If Lender assigns this Assignment, all of Assignor's covenants, agreements, representations and warranties contained in this Assignment will benefit Lender's successors and assigns. The duties of this Assignment will bind the successors and assigns of Assignor.

**21. AMENDMENT, INTEGRATION AND SEVERABILITY.** This Assignment may not be amended or modified by oral agreement. No amendment or modification of this Assignment is effective unless made in writing and executed by Assignor and Lender. This Assignment and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Assignment is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

**22. INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Assignment.

**23. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Assignor will be deemed to be notice to all Assignors. Assignor will inform Lender in writing of any change in Assignor's name, address or other application information. Assignor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Assignor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Assignment. Assignor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Assignor's obligations under this Assignment and to confirm Lender's lien status on any Property, and Assignor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

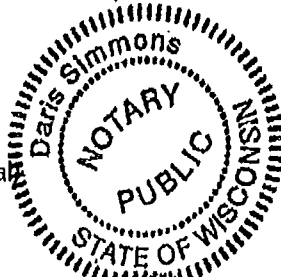


**SIGNATURES.** By signing under seal, Assignor agrees to the terms and covenants contained in this Assignment. Assignor also acknowledges receipt of a copy of this Assignment.

**ASSIGNOR:**

FIRST PROPERTY DEVELOPMENT, LLC

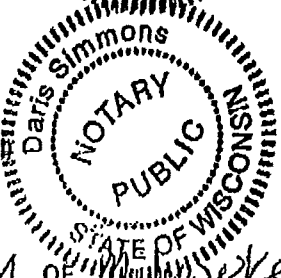
By  (Seal) \_\_\_\_\_  
ELIJAH M. RASHAED, President



**LENDER:**

North Milwaukee State Bank

By  (Seal) \_\_\_\_\_  
R T Myricks, President

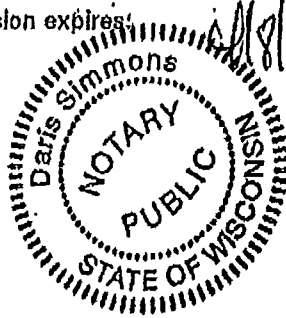


**ACKNOWLEDGMENT.**

State OF WI, County OF Milwaukee ss.  
This instrument was acknowledged before me this 10th day of October, 2013 by  
ELIJAH M. RASHAED as President of FIRST PROPERTY DEVELOPMENT, LLC.

My commission expires: 11/8/13

  
(Notary Public)

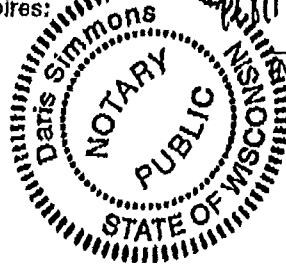


(Lender Acknowledgment)

State of WI, County of Milwaukee ss.

This instrument was acknowledged before me this 10th day of October, 2013 by R T Myricks as President of North Milwaukee State Bank

My commission expires:

*[Signature]*  
Notary Public  


This instrument was drafted by Loan Operations, North Milwaukee State Bank, 5630 W Fond Du Lac Avenue, Milwaukee, WI 53216

See Attached

In Re: Lot Ten (10) in Block Five (5) in PALMER AND CO'S ADDITION, a Subdivision of a part of the Southeast One-quarter (1/4) of Section Twenty-five (25), in Township Seven (7) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin.  
Address: 519 North 28th Street Tax Key No: 401-0954-7

In Re: Lot Thirty-one (31) in Block Three (3) in ELMHURST, being a Subdivision of a part of the Southeast One-quarter (1/4) of the Southwest One-quarter (1/4) of Section One (1), in Township Seven (7) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, State of Wisconsin.  
Address: 4160 North Elmhurst Road Tax Key No: 247-0556-1

In Re: Lot Twenty-six (26) in Block Six (6) in THIRD CONTINUATION OF WOOTACH'S SUBDIVISION, being a part of the Southwest One-quarter (1/4) of Section Five (5), in Township Six (6) North, Range Twenty-two (22) East, in the City of Milwaukee, Milwaukee County, Wisconsin.  
Address: 1863 South 7th Street Tax Key No: 468-1406-4

In Re: The North One-half (1/2) of Lot Twenty-one (21) and the South Thirty (30) feet of the North Sixty (60) feet of Lots Seventeen (17), Eighteen (18), Nineteen (19) and Twenty (20) in Block Five (5) in COLD SPRING HEIGHTS, in the Southwest One-quarter (1/4) and the Northwest One-quarter (1/4) of Section Twenty-four (24), in Township Seven (7) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin.  
Address: 1626-1628 North 38th Street Tax Key No: 366-0407-100-8

10



DOC.# 09746372

When recorded return to (name, address):  
NORTH MILWAUKEE STATE BANK  
8200 W BROWN DEER RD SUITE 100  
MILWAUKEE WI 53223

REGISTER'S OFFICE 1 SS  
Milwaukee County, WI  
RECORDED 06/02/2009 01:54PM  
JOHN LA FAVE  
REGISTER OF DEEDS  
AMOUNT: 29.00  
FEE EXEMPT 77.25 #: 0

Parcel Number  
SEE ATTACHED

**MORTGAGE**  
(With Future Advance Clause)

Construction Mortgage. This is a Construction Mortgage which secures an obligation incurred for the construction of an improvement on the Property, which may include the Property's acquisition cost. This obligation provides for future advances made for the completion of the contemplated improvement on the mortgaged Property.

\_\_\_\_\_ State of Wisconsin \_\_\_\_\_ Space Above This Line For Recording Date \_\_\_\_\_

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is 05 08 2009  
The parties and their addresses are:

**MORTGAGOR**  
FIRST PROPERTY DEVELOPMENT, LLC AND SECOND PROPERTY DEVELOPMENT, LLC  
PO BOX 080488  
MILWAUKEE, WI 53208

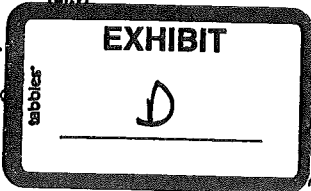
If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

**LENDER.**  
NORTH MILWAUKEE STATE BANK  
8200 W BROWN DEER RD  
MILWAUKEE, WI 53223

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property.  
SEE ATTACHED

The property is located in MILWAUKEE at SEE ATTACHED  
(County) \_\_\_\_\_  
\_\_\_\_\_  
(Address) MILWAUKEE \_\_\_\_\_, Wisconsin \_\_\_\_\_  
(City) \_\_\_\_\_ (Zip Code) \_\_\_\_\_

WISCONSIN - AGRICULTURAL/COMMERCIAL REAL ESTATE SECURITY INSTRUMENT  
(NOT FOR FNMA, FHLMC, FHA OR VA USE, AND NOT FOR CONSUMER PURPOSES)  
© 1994, 2001 Wolters Kluwer Financial Services - Bankers Systems™ Form AGCO-RESI-WI 4/25/2009



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Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 500,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)*

\$500,000.00 @ 6.5%

B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Security Instrument whether or not this Security Instrument is specifically referenced, and whether or not such future advances or future obligations are incurred for any purpose that was related or unrelated to the purpose of the evidence of debt. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.

C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

8. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.

(page 2 of 8)

**10. TRANSFER OF AN INTEREST IN THE MORTGAGOR.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if:

- A. A beneficial interest in Mortgagor is sold or transferred.
- B. There is a change in either the identity or number of members of a partnership or similar entity.
- C. There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

**11. ENTITY WARRANTIES AND REPRESENTATIONS.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Mortgagor makes to Lender the following warranties and representations which shall continue as long as the Secured Debt remains outstanding

- A. Mortgagor is duly organized and validly existing in Mortgagor's state of incorporation or organization. Mortgagor is in good standing in all states in which Mortgagor transacts business. Mortgagor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Mortgagor operates.
- B. The execution, delivery and performance of this Security Instrument by Mortgagor and the obligations evidenced by the Secured Debt are within the power of Mortgagor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
- C. Other than previously disclosed in writing to Lender, Mortgagor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.

**12. PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor shall not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

**13. AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

**14. ASSIGNMENT OF LEASES AND RENTS.** Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (Property).

- A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to, any extensions, renewals, modifications or replacements (Leases).
- B. Rents, issues and profits, including but not limited to, security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Upon default, Mortgagor will receive any Rents in trust for Lender

and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment.

As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance.

Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

**15. LEASEHOLDS; CONDOMINIUMS, PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium, time-share estate, or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium, time-share estate, or planned unit development.

**16. DEFAULT.** Mortgagor will be in default if any of the following occur

- A. Any party obligated on the Secured Debt fails to make payment when due,
- B. A breach of any term or covenant in this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt,
- C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Mortgagor or any person or entity obligated on the Secured Debt;
- D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Mortgagor or any other person or entity obligated on the Secured Debt,
- E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired,
- F. A material adverse change in Mortgagor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt, or
- G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

**17. REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

**18. REDEMPTION.** The period of redemption is anytime before the foreclosure sale.

**19. FORECLOSURE WITHOUT DEFICIENCY.** If this Property is a 1-4 family residence that is owner-occupied at the beginning of a foreclosure action, a farm, a church, or a tax-exempt nonprofit charitable organization, then Mortgagor agrees to the provisions of Wis. Stat. Ann. § 846.101, as amended, permitting Lender to waive its right to a judgment for a deficiency on real estate of 20 acres or less, and to hold a sale of the Property six months after the foreclosure judgment is entered. If this Property is not a 1-4 family residence that is owner-occupied at the beginning of a foreclosure action, a farm, a church, or a tax-exempt nonprofit charitable organization, then Mortgagor agrees to the provisions of Wis. Stat. Ann. § 846.103, as amended, permitting Lender to waive its right to a judgment for a deficiency, and to hold a sale of the Property three months after a foreclosure judgment is entered. Regardless of terms to the contrary, if Mortgagor abandons the Property, then the sale of the Property shall be after two months from the date a foreclosure judgment is entered.

**20. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

**21. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance, and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.
- D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property, or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.
- F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
- G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
- H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property, (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.
- I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
- J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.
- K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain, and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Security Instrument without prejudice to any of Lender's rights under this Security Instrument.
- L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived

**22. CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor

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authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

**23. INSURANCE.** Mortgagor agrees to maintain insurance as follows:

A. Mortgagor shall keep the Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

B. Mortgagor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.

C. Mortgagor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.

**24. ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

**25. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

**26. JOINT AND INDIVIDUAL LIABILITY, CO-SIGNERS, SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.

**27. APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

**28. NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

**29. WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.

**30. U.C.C. PROVISIONS.** If checked, the following are applicable to, but do not limit, this Security Instrument:

**Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.

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- Crops; Timber; Minerals; Rents, Issues and Profits.** Mortgagor grants to Lender a security interest in all crops, timber and minerals located on the Property as well as all rents, issues and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").
- Personal Property.** Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property, including all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property (all of which shall also be included in the term "Property"). The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.
- Filing As Financing Statement.** Mortgagor agrees and acknowledges that this Security Instrument also suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.

**31. OTHER TERMS.** If checked, the following are applicable to this Security Instrument

- Line of Credit.** The Secured Debt includes a revolving line of credit provision.
- Agricultural Property.** Mortgagor covenants and warrants that the Property will be used principally for agricultural or farming purposes and that Mortgagor is an individual or entity allowed to own agricultural land as specified by law.
- Separate Assignment.** The Mortgagor has executed or will execute a separate assignment of leases and rents. If the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersede this Security Instrument's "Assignment of Leases and Rents" section.
- Additional Terms.**

**SIGNATURES:** By signing under seal below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Entry Name: FIRST PROPERTY DEVELOPMENT, LLC AND SECOND PROPERTY DEVELOPMENT, LLC

 _____ (Signature) <b>ELWAN MOHAMMAD RASHAED, MANAGING MEMBER</b> (Date)	[Seal]	_____ (Signature) (Date)	[Seal]
_____ (Signature) (Date)	[Seal]	_____ (Signature) (Date)	[Seal]

**ACKNOWLEDGMENT.**

(Individual) STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ ) ss.  
This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

(Business or Entity Acknowledgment) STATE OF WISCONSIN, COUNTY OF \_\_\_\_\_ ) ss.  
This instrument was acknowledged before me this BTH day of MAY, 2009  
by ELIJAH MOHAMMAD RASHAED, MANAGING MEMBER

\_\_\_\_\_  
of FIRST PROPERTY DEVELOPMENT, LLC AND SECOND PROPERTY DEVELOPMENT, LLC (Name of Business or Entity)  
a WISCONSIN LIMITED LIABILITY COMPANY on behalf of the business or entity.  
My commission expires: 1-3-2010



*Theresa M. Maicher*  
\_\_\_\_\_  
(Notary Public)

This instrument was drafted by TERESA BARLEY (name),

**Parcel 1:**

Lot 24, in Block 5, in Bonny Park, in the Southwest 1/4 of Section 12, in Township 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin

**Parcel 2:**

Lot 9, in Block 8 in the Amended Plat of Juneau Heights No. 2, being a Subdivision of a part of the Southeast 1/4 of Section 11, Township 7 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

**Parcel 3:**

Lot 8, Block 2, Hampton Manor No. 2, being a part of the Northwest 1/4 of Section 2, Township 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

**Parcel 4:**

Lot 36 and the South 1/2 of Lot 37, in Block 23, in North Milwaukee Townsite Company's Addition No. 2, in the Northeast 1/4 of Section 1, in Township 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin

**Parcel 5:**

The following part of Lot 3, in Partition of the South 1/2 of the Northwest 1/4 of Section 1, Township 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded as follows: Commencing at a point in the West line of said Lot 3, 440 feet South of the intersection of said West line of said lot with the South line of West Glendale Avenue, formerly Adams Avenue, thence South on the West line of said Lot 3, 40 feet to a point, thence East parallel to the South line of West Glendale Avenue, formerly Adams Avenue 157.5 feet to a point, thence North parallel to the West line of said Lot 3, 40 feet to a point; thence West 157.5 feet to the place of beginning. The West 30 feet of said premises to be excepted for street purposes and the East 7-1/2 feet thereof for alley purposes.

**Parcel 6:**

Lot 16 and the East 1/2 of Lot 17, in Block 4, in Meehan and Somers' Subdivision in the Northwest 1/4 of Section 19, in Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

**Parcel 7:**

That part of Lot 28, in Block 1, in Assessment Subdivision No. 19, being a part of the Northwest 1/4 of Section 19, in Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Southwest corner of Lot 26; thence North along the West line of Lot 26, 101.15 feet to a point; thence Northeasterly 82.51 feet to a point in the East line of Lot 28; thence South along the East line of Lot 28, 101.92 feet to the Southeast corner of Lot 28; thence Westerly along the South line of Lot 28, 82.50 feet to the place of beginning.

**Parcel 8:**

Lot 17, in Block 2, in Continuation of Zingen & Braun's Norville Subdivision, being a Subdivision of a part of the Northeast 1/4 of Section 1, in Township 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

**Parcel 9:**

Lot 15, in Block 3, in Badger State Park, being a Subdivision of a part of the East 1/2 of the Northwest 1/4 of Section 18, in Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

**Parcel 10:**

Lot 10, Block 4, in Lynde's Addition No. 2, in the Southwest 1/4 of Section 19, in Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

**For Informational Purposes Only:**

**Tax Key No.:** 287-0068-4  
**Address:** 3200-3202 North 42nd Street, Milwaukee, WI  
**(Parcel No. 1)**

**Tax Key No.:** 288-0164-3  
**Address:** 4620 West Hale Place, Milwaukee, WI ✓  
**(Parcel No. 2)**

**Tax Key No.:** 227-0529-1  
**Address:** 4463 North 58th Street, Milwaukee, WI  
**(Parcel No. 3)**

**Tax Key No.:** 230-0368-2  
**Address:** 4741 North 34th Street, Milwaukee, WI  
**(Parcel No. 4)**

**Tax Key No.:** 229-9870-4  
**Address:** 4520 North 41st Street, Milwaukee, WI  
**(Parcel No. 5)**

**Tax Key No.:** 350-2089-100-7  
**Address:** 2402 West Garfield Avenue, Milwaukee, WI  
**(Parcel No. 6)**

**Tax Key No.:** 350-0333-X  
**Address:** 2330 West Vine Street, Milwaukee, WI  
**(Parcel No. 7)**

**Tax Key No.:** 230-0031-X  
**Address:** 4412 North 30th Street, Milwaukee, WI  
**(Parcel No. 8)**

**Tax Key No.:** 310-0155-7  
**Address:** 3016-3018 North 23rd Street, Milwaukee, WI ✓  
**(Parcel No. 9)**

**Tax Key No.:** 364-1312-9  
**Address:** 1334-1336 North 22nd Street, Milwaukee, WI  
**(Parcel No. 10)**

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DOC.# 09746373

When recorded return to (name, address):  
NORTH MILWAUKEE STATE BANK  
8200 W BROWN DEER RD SUITE 100  
MILWAUKEE WI 53223

REGISTER'S OFFICE | SS  
Milwaukee County, WI

RECORDED 06/02/2009 01:54PM

Parcel Number:  
SEE ATTACHED

JOHN LA FAVE  
REGISTER OF DEEDS  
AMOUNT: 29.00  
FEE EXEMPT 77.25 #: 0

### ASSIGNMENT OF LEASES AND RENTS

(With Future Advance Clause)

- This Assignment of Leases and Rents which secures an obligation incurred for the construction of an improvement on the Property, which may include the Property's acquisition cost. This obligation provides for future advances made for the completion of the contemplated improvement on the assigned Property.

\_\_\_\_\_ State of Wisconsin \_\_\_\_\_ Space Above This Line For Recording Data \_\_\_\_\_

- 1. DATE AND PARTIES.** The date of this Assignment of Leases and Rents (Assignment) is 05 08 2009. The parties and their addresses are

**ASSIGNOR:** FIRST PROPERTY DEVELOPMENT, LLC AND SECOND PROPERTY DEVELOPMENT, LLC  
PO BOX 080468  
MILWAUKEE, WI 53208

- Refer to the Addendum that is attached and incorporated herein for additional Assignors.

**LENDER:** NORTH MILWAUKEE STATE BANK  
8200 W BROWN DEER RD  
MILWAUKEE, WI 53223

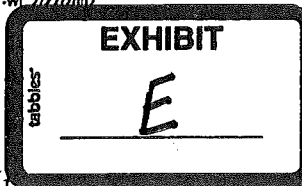
- 2. ASSIGNMENT OF LEASES AND RENTS.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Assignor's performance under this Assignment, Assignor irrevocably assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (all referred to as Property).

A Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (all referred to as Leases).

B. Rents, issues and profits (all referred to as Rents), including but not limited to security deposits, minimum rent, percentage rent, additional rent, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, loss of rents insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Assignor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property.

C. The term Property as used in this Assignment shall include the following described real property.

SEE ATTACHED



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The Property is located in MILWAUKEE County at  
SEE ATTACHED, MILWAUKEE, WI (Address,  
City, State, ZIP Code).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Assignment at any one time will not exceed \$ 500,000.00. This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Assignment to protect Lender's security and to perform any of the covenants contained in this Assignment. Nothing in this Assignment, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing.

4. **SECURED DEBTS.** This Assignment will secure the following Secured Debts:

A.  **Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications and replacements. (Include items such as borrower's names, note amounts, interest rates, maturity dates, etc.)

One or more of the debts secured by this Assignment contains a future advance provision.

B.  **All Debts.** All present and future debts from Assignor and \_\_\_\_\_

to Lender, even if this Assignment is not specifically referenced or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Assignment, each agrees that it will secure debts incurred either individually or with others who may not sign this Assignment. Nothing in this Assignment constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide notice of the right of rescission, Lender waives any subsequent security interest in the Assignor's principal dwelling that is created by this Assignment. This Assignment will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Assignment will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

C. **Sums Advanced.** All sums advanced and expenses incurred by Lender under the terms of this Assignment.

5. **PAYMENTS.** Assignor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Assignment.

6. **COLLECTION OF RENTS.** Assignor may collect, receive, enjoy and use the Rents so long as Assignor is not in default. Assignor will not collect in advance any Rents due in future lease periods, unless Assignor first obtains Lender's written consent. Upon default, Assignor will receive any Rents in trust for Lender and Assignor will not commingle the Rents with any other funds. When Lender so directs, Assignor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Assignor agrees that this Assignment is immediately effective between Assignor and Lender and effective as to third parties on the recording of this Assignment.

7. **WARRANTIES AND REPRESENTATIONS.** To induce Lender to enter into the Loan, Assignor makes these representations and warranties for as long as this Assignment is in effect.

A. **Power.** Assignor is duly organized, validly existing and in good standing under the laws in the jurisdiction where Assignor was organized and is duly qualified, validly existing and in good standing in all jurisdictions in which Assignor operates or Assignor owns or leases property. Assignor has the power and authority to enter into this transaction and to carry on Assignor's business or activity as now conducted.

B. **Authority.** The execution, delivery and performance of this Assignment and the obligation evidenced by this Assignment: are within Assignor's duly authorized powers, has received all necessary governmental approval; will not violate any provision of law or order of court or governmental agency, and will not

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violate any agreement to which Assignor is a party or to which Assignor is or any of Assignor's property is subject.

- C. **Name and Place of Business.** Other than previously disclosed in writing to Lender, Assignor has not changed Assignor's name or principal place of business within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Assignor does not and will not use any other name and will preserve Assignor's existing name, trade names and franchises.
  - D. **Ownership or Lease of Property.** Assignor owns or leases all property that Assignor needs to conduct Assignor's business and activities. All of Assignor's property is free and clear of all liens, security interests, encumbrances and other adverse claims and interests, except those Lender previously agreed to in writing.
  - E. **Compliance with Laws.** Assignor is not violating any laws, regulations, rules, orders, judgments or decrees applicable to Assignor or Assignor's property, except for those that Assignor is challenging in good faith through proper proceedings after providing adequate reserves to fully pay the claim and its challenge should Assignor lose.
  - F. **Title.** Assignor has good title to the Leases, Rents and Property and the right to assign, grant, bargain, convey and mortgage to Lender as additional security the Leases and Rents, and no other person has any right in the Leases and Rents.
  - G. **Recordation.** Assignor has recorded the Leases as required by law or as otherwise prudent for the type and use of the Property.
  - H. **Default.** No default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Assignor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Assignor or any party to the Lease defaults or fails to observe any applicable law, Assignor will promptly notify Lender.
  - I. **Lease Modification.** Assignor has not sublet, modified, extended, canceled, or otherwise altered the Leases, or accepted the surrender of the Property covered by the Leases (unless the Leases so required).
  - J. **Encumbrance.** Assignor has not assigned, compromised, subordinated or encumbered the Leases and Rents.
8. **COVENANTS.** Assignor agrees to the following covenants
- A. **Rent Abatement and Insurance.** When any Lease provides for an abatement of Rents due to fire, flood or other casualty, Assignor will insure against this risk of loss with a policy satisfactory to Lender. Assignor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.
  - B. **Copies of Leases.** Assignor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed.
  - C. **Right to Rents.** Immediately after the execution of this Assignment, Assignor will notify all current and future tenants and others obligated under the Leases of Lender's right to the Leases and Rents, and will request that they immediately pay all future Rents directly to Lender when Assignor or Lender asks them to do so.
  - D. **Accounting.** When Lender requests, Assignor will provide to Lender an accounting of Rents, prepared in a form acceptable to Lender, subject to generally accepted accounting principles and certified by Assignor or Assignor's accountant to be current, accurate and complete as of the date requested by Lender.
  - E. **Lease Modification.** Assignor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so required) without Lender's written consent.
  - F. **Encumbrance.** Assignor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent.
  - G. **Future Leases.** Assignor will not enter into any future Leases without prior written consent from Lender. Assignor will execute and deliver such further assurances and assignments as to these future Leases as Lender requires from time to time.
  - H. **Personal Property.** Assignor will not sell or remove any personal property on the Property, unless Assignor replaces this personal property with like kind for the same or better value.
  - I. **Prosecution and Defense of Claims.** Assignor will appear in and prosecute its claims or defend its title to the Leases and Rents against any claims that would impair Assignor's interest under this Assignment and, on Lender's request, Assignor will also appear in any action or proceeding on behalf of Lender. Assignor agrees to assign to Lender, as requested by Lender, any right, claims or defenses which Assignor may have against parties who supply labor or materials to improve or maintain the leaseholds subject to the Leases and/or the Property.
  - J. **Liability and Indemnification.** Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses or damages due to Lender's gross negligence or intentional torts to the extent permitted

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by law. Otherwise, Assignor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

K. **Leasehold Estate.** Assignor will not cause or permit the leasehold estate under the Leases to merge with Assignor's reversionary interest, and agrees that the Leases shall remain in full force and effect regardless of any merger of the Assignor's interests and of any merger of the interests of Assignor and any party obligated under the Leases.

L. **Insolvency.** Lender will be the creditor of each tenant and of anyone else obligated under the Leases who is subject to an assignment for the benefit of creditors, an insolvency, a dissolution or a receivership proceeding, or a bankruptcy.

9. **TRANSFER OF AN INTEREST IN THE ASSIGNOR.** If Assignor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if

A. A beneficial interest in Assignor is sold or transferred.

B. There is a change in either the identity or number of members of a partnership or similar entity.

C. There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Assignment.

10. **DEFAULT.** Assignor will be in default if any of the following occur with regard to the Secured Debts that are secured by this Assignment

A. **Payments.** Assignor fails to make a payment in full when due.

B. **Insolvency or Bankruptcy.** Assignor makes an assignment for the benefit of creditors or becomes insolvent, either because Assignor's liabilities exceed Assignor's assets or Assignor is unable to pay Assignor's debts as they become due, or Assignor petitions for protection under federal, state or local bankruptcy, insolvency or debtor relief laws, or is the subject of a petition or action under such laws and fails to have the petition or action dismissed within a reasonable period of time not to exceed 60 days.

C. **Death or Incompetency.** If Assignor is an individual, Assignor dies or is declared legally incompetent.

D. **Business Termination.** If Assignor is not an individual, Assignor merges, dissolves, reorganizes or ends its business or existence, or a partner or majority owner dies or is declared legally incompetent.

E. **Failure to Perform.** Assignor fails to perform any condition or to keep any promise or covenant of this Assignment, any other document evidencing or pertaining to the Loan, or any other debt or agreement Assignor has with Lender.

F. **Misrepresentation.** Assignor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

G. **Property Transfer.** Assignor transfers all or a substantial part of Assignor's money or property.

H. **Property Value.** The value of the Property declines or is impaired.

I. **Name Change.** Assignor changes Assignor's name or assumes an additional name without notifying Lender before making such a change.

J. **Material Change.** Without first notifying Lender, there is a material change in Assignor's business, including ownership, management, and financial conditions.

K. **Insecurity.** Lender reasonably believes that Lender is insecure.

11. **REMEDIES.** After Assignor defaults, and after Lender gives any legally required notice and opportunity to cure the default, Lender may at Lender's option do any one or more of the following

A. **Acceleration.** Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due.

B. **Additional Security.** Lender may demand additional security or additional parties to be obligated to pay the Secured Debts.

C. **Sources.** Lender may use any and all remedies Lender has under the state law where the Property is located or federal law or in any instrument evidencing or pertaining to the Secured Debts.

D. **Insurance Benefits.** Lender may make a claim for any and all insurance benefits or refunds that may be available on Assignor's default.

E. **Payments Made On Assignor's Behalf.** Amounts advanced on Assignor's behalf will be immediately due and may be added to the Secured Debts.

F. **Rents.** Lender may terminate Assignor's right to collect Rents and directly collect and retain Rents in Lender's name without taking possession of the Property and to demand, collect, receive, and sue for the Rents, giving proper receipts and releases. In addition, after deducting all reasonable expenses of collection from any collected and retained Rents, Lender may apply the balance as provided for by the Secured Debts.

G. **Entry.** Lender may enter, take possession, manage and operate all or any part of the Property; make, modify, enforce or cancel or accept the surrender of any Leases, obtain or evict any tenants and licensees, increase or reduce Rents, decorate, clean and make repairs or do any other act or incur any other cost

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Lender deems proper to protect the Property as fully as Assignor could do. Any funds collected from the operation of the Property may be applied in such order as Lender may deem proper, including, but not limited to, payment of the following operating expenses, management, brokerage, attorneys' and accountants' fees, the Secured Debts, and toward the maintenance of reserves for repair or replacement. Lender may take such action without regard to the adequacy of the security, with or without any action or proceeding, through any person or agent, or receiver to be appointed by a court, and irrespective of Assignor's possession. The collection and application of the Rents or the entry upon and taking possession of the Property as set out in this section shall not cure or waive any notice of default under the Secured Debts, this Assignment, or invalidate any act pursuant to such notice. The enforcement of such remedy by Lender, once exercised, shall continue for so long as Lender shall elect, notwithstanding that such collection and application of Rents may have cured the original default.

H. **Waiver.** Except as otherwise required by law, by choosing any one or more of these remedies you do not give up any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

**12. APPOINTMENT OF A RECEIVER.** On or after an Assignor's default, Assignor agrees to Lender making an application to the court for an appointment of a receiver for the benefit of Lender to take possession of the Property and the Leases, with the power to receive, collect and apply the Rents. Any Rents collected will be applied as the court authorizes to pay taxes, to provide insurance, to make repairs and to pay costs or any other expenses relating to the Property, the Leases and Rents, and any remaining sums shall be applied to the Secured Debts. Assignor agrees that this appointment of a receiver may be without giving bond, without reference to the then-existing value of the Property, and without regard to the insolvency of any person liable for any of the Secured Debts.

**13. COLLECTION EXPENSES AND ATTORNEYS' FEES.** To the extent permitted by law, Assignor agrees to pay all expenses of collection, enforcement or protection of Lender's rights and remedies under this Assignment. Unless the applicable law that governs this Assignment is North Dakota, expenses include, but are not limited to, reasonable attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. These expenses will bear interest from the date of payment until paid in full at the contract interest rate then in effect for the Loan. To the extent permitted by the United States Bankruptcy Code, Assignor agrees to pay the reasonable attorneys' fees Lender incurs to collect this Assignment as awarded by any court exercising jurisdiction under the Bankruptcy Code.

**14. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substances" under any Environmental Law.

Assignor represents, warrants and agrees that

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Except as previously disclosed and acknowledged in writing to Lender, Assignor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Assignor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Assignor will take all necessary remedial action in accordance with Environmental Law.
- D. Except as previously disclosed and acknowledged in writing to Lender, Assignor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Assignor or any tenant of any Environmental Law. Assignor will immediately notify Lender in writing as soon as Assignor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

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- E. Except as previously disclosed and acknowledged in writing to Lender, Assignor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.
  - F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
  - G. Assignor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
  - H. Assignor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property, (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Assignor and any tenant are in compliance with applicable Environmental Law.
  - I. Upon Lender's request and at any time, Assignor agrees, at Assignor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
  - J. Lender has the right, but not the obligation, to perform any of Assignor's obligations under this section at Assignor's expense.
  - K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Assignor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses to the extent permitted by law, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Assignment and in return Assignor will provide Lender with collateral of at least equal value to the Property secured by this Assignment without prejudice to any of Lender's rights under this Assignment.
  - L. Notwithstanding any of the language contained in this Assignment to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Assignment regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.
15. **TERM.** This Assignment will remain in full force and effect until the Secured Debts are paid or otherwise discharged and Lender is no longer obligated to advance funds under any loan or credit agreement which is a part of the Secured Debts. If any or all payments of the Secured Debts are subsequently invalidated, declared void or voidable, or set aside and are required to be repaid to a trustee, custodian, receiver or any other party under any bankruptcy act or other state or federal law, then the Secured Debts will be revived and will continue in full force and effect as if this payment had not been made.
16. **CO-SIGNERS.** If Assignor signs this Assignment but does not sign the Secured Debts, Assignor does so only to assign Assignor's interest in the Property to secure payment of the Secured Debts and Assignor does not agree to be personally liable on the Secured Debts. If this Assignment secures a guaranty between Lender and Assignor, Assignor agrees to waive any rights that may prevent Lender from bringing any action or claim against Assignor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws.
17. **WAIVERS.** Except to the extent prohibited by law, Assignor waives all appraisal and homestead exemption rights relating to the Property.
18. **OTHER TERMS.** If checked, the following are applicable to this Assignment:
- Line of Credit.** The Secured Debts include a revolving line of credit provision. Although the Secured Debts may be reduced to a zero balance, this Assignment will remain in effect until Lender has terminated all commitments for future advances.
  - Additional Terms.**

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19. **APPLICABLE LAW.** This Assignment is governed by the laws of Wisconsin, except to the extent otherwise required by the laws of the jurisdiction where the Property is located, and the United States of America.
20. **JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS.** Each Assignor's obligations under this Assignment are independent of the obligations of any other Assignor. Lender may sue each Assignor individually or together with any other Assignor. Lender may release any part of the Property and Assignor will still be obligated under this Assignment for the remaining Property. The duties and benefits of this Assignment will bind and benefit the successors and assigns of Lender and Assignor.
21. **AMENDMENT, INTEGRATION AND SEVERABILITY.** This Assignment may not be amended or modified by oral agreement. No amendment or modification of this Assignment is effective unless made in writing and executed by Assignor and Lender. This Assignment is the complete and final expression of the agreement. If any provision of this Assignment is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.
22. **INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Assignment.
23. **NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail and by registered or certified mail, return receipt requested, to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one party will be deemed to be notice to all parties. Assignor will inform Lender in writing of any change in Assignor's name, address or other application information. Assignor will provide Lender any financial statements or information Lender requests. All financial statements and information Assignor gives Lender will be correct and complete. Assignor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Assignor's obligations under this Assignment and to confirm Lender's lien status on any Property. Time is of the essence.

24. **FOR WISCONSIN RESIDENTS ONLY:** The Secured Debts are incurred in the interest of the Assignor's marriage or family.

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
 (Signature) (Date) (Signature) (Date)

25. **SIGNATURES.** By signing under seal, Assignor agrees to the terms and covenants contained in this Assignment. Assignor also acknowledges receipt of a copy of this Assignment.

**FIRST PROPERTY DEVELOPMENT, LLC AND SECOND PROPERTY DEVELOPMENT, LLC**

(Enter Name)



(Signature) E. J. MOHAMMAD RASHAED, MANAGING MEMBER (Seal)


(Signature) \_\_\_\_\_ (Seal)

**ACKNOWLEDGMENT:**

(Individual) STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ } ss.  
This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_  
My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

(Business or Entity Acknowledgment) STATE OF WISCONSIN \_\_\_\_\_, COUNTY OF \_\_\_\_\_ } ss.  
This instrument was acknowledged before me this 8TH day of MAY, 2009  
by ELIJAH MOHAMMAD RASHAED, MANAGING MEMBER  
\_\_\_\_\_  
of FIRST PROPERTY DEVELOPMENT, LLC AND SECOND PROPERTY DEVELOPMENT, LLC (Title(s))  
a WISCONSIN LIMITED LIABILITY COMPANY (Name of Business or Entity)  
on behalf  
of the business or entity.  
My commission expires: 1-3-2010

  
(Notary Public)

This instrument was drafted by (name, address): TERESA BARLEY  
\_\_\_\_\_

**Parcel 1:**

Lot 24, in Block 5, in Bonny Park, in the Southwest 1/4 of Section 12, in Township 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

**Parcel 2:**

Lot 9, in Block 8 in the Amended Plat of Juneau Heights No. 2, being a Subdivision of a part of the Southeast 1/4 of Section 11, Township 7 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

**Parcel 3:**

Lot 8, Block 2, Hampton Manor No. 2, being a part of the Northwest 1/4 of Section 2, Township 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin

**Parcel 4.**

Lot 36 and the South 1/2 of Lot 37, in Block 23, in North Milwaukee Townsite Company's Addition No. 2, in the Northeast 1/4 of Section 1, in Township 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

**Parcel 5:**

The following part of Lot 3, in Partition of the South 1/2 of the Northwest 1/4 of Section 1, Township 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded as follows: Commencing at a point in the West line of said Lot 3, 440 feet South of the intersection of said West line of said lot with the South line of West Glendale Avenue, formerly Adams Avenue, thence South on the West line of said Lot 3, 40 feet to a point, thence East parallel to the South line of West Glendale Avenue, formerly Adams Avenue 157.5 feet to a point, thence North parallel to the West line of said Lot 3, 40 feet to a point; thence West 157.5 feet to the place of beginning. The West 30 feet of said premises to be excepted for street purposes and the East 7-1/2 feet thereof for alley purposes.

**Parcel 6:**

Lot 16 and the East 1/2 of Lot 17, in Block 4, in Meehan and Somers' Subdivision in the Northwest 1/4 of Section 19, in Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

**Parcel 7:**

That part of Lot 28, in Block 1, in Assessment Subdivision No 19, being a part of the Northwest 1/4 of Section 19, in Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Southwest corner of Lot 26; thence North along the West line of Lot 26, 101.15 feet to a point, thence Northeasterly 82.51 feet to a point in the East line of Lot 28; thence South along the East line of Lot 28, 101.92 feet to the Southeast corner of Lot 28, thence Westerly along the South line of Lot 28, 82.50 feet to the place of beginning.

**Parcel 8:**

Lot 17, in Block 2, in Continuation of Zingen & Braun's Norville Subdivision, being a Subdivision of a part of the Northeast 1/4 of Section 1, in Township 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

**Parcel 9.**

Lot 15, in Block 3, in Badger State Park, being a Subdivision of a part of the East 1/2 of the Northwest 1/4 of Section 18, in Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

**Parcel 10:**

Lot 10, Block 4, in Lynde's Addition No. 2, in the Southwest 1/4 of Section 19, in Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

**For Informational Purposes Only:**

**Tax Key No.:** 287-0068-4  
**Address:** 3200-3202 North 42nd Street, Milwaukee, WI  
(Parcel No. 1)

**Tax Key No.:** 288-0164-3  
**Address:** 4620 West Hale Place, Milwaukee, WI  
(Parcel No. 2)

**Tax Key No.:** 227-0529-1  
**Address:** 4463 North 58th Street, Milwaukee, WI  
(Parcel No. 3)

**Tax Key No.:** 230-0368-2  
**Address:** 4741 North 34th Street, Milwaukee, WI  
(Parcel No. 4)

**Tax Key No.:** 229-9870-4  
**Address:** 4520 North 41st Street, Milwaukee, WI  
(Parcel No. 5)

**Tax Key No.:** 350-2089-100-7  
**Address:** 2402 West Garfield Avenue, Milwaukee, WI  
(Parcel No. 6)

**Tax Key No.:** 350-0333-X  
**Address:** 2330 West Vine Street, Milwaukee, WI  
(Parcel No. 7)

**Tax Key No.:** 230-0031-X  
**Address:** 4412 North 30th Street, Milwaukee, WI  
(Parcel No. 8)

**Tax Key No.:** 310-0155-7  
**Address:** 3016-3018 North 23rd Street, Milwaukee, WI  
(Parcel No. 9)

**Tax Key No.:** 364-1312-9  
**Address:** 1334-1336 North 22nd Street, Milwaukee, WI  
(Parcel No. 10)

<b>LOAN NUMBER</b>	<b>LOAN NAME</b>	<b>ACCT. NUMBER</b>	<b>AGREEMENT DATE</b>	<b>INITIALS</b>
3867901	FIRST PROPERTY DEVELOPMENT, LLC		07/30/13	65
<b>NOTE AMOUNT</b>	<b>INDEX (w/Margin)</b>	<b>RATE</b>	<b>MATURITY DATE</b>	<b>LOAN PURPOSE</b>
\$474,420.33	Not Applicable	6.000%	07/30/14	Commercial
Creditor Use Only				

## COMMERCIAL LOAN AGREEMENT

Single Advance Loan

**DATE AND PARTIES.** The date of this Commercial Loan Agreement (Agreement) is July 30, 2013. The parties and their addresses are as follows:

**LENDER:**

NORTH MILWAUKEE STATE BANK  
5630 West Fond Du Lac Ave  
Milwaukee, WI 53216

**BORROWER:**

FIRST PROPERTY DEVELOPMENT, LLC  
a Wisconsin Limited Liability Company  
PO BOX 080466  
MILWAUKEE, WI 53208

**1. DEFINITIONS.** For the purposes of this Agreement, the following terms have the following meanings.

**A. Accounting Terms.** In this Agreement, any accounting terms that are not specifically defined will have their customary meanings under generally accepted accounting principles.

**B. Insiders.** Insiders include those defined as insiders by the United States Bankruptcy Code, as amended; or to the extent left undefined, include without limitation any officer, employee, stockholder or member, director, partner, or any immediate family member of any of the foregoing, or any person or entity which, directly or indirectly, controls, is controlled by or is under common control with me.

**C. Loan.** The Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.

**D. Loan Documents.** Loan Documents refer to all the documents executed as a part of or in connection with the Loan.

**E. Pronouns.** The pronouns "I", "me" and "my" refer to every Borrower signing this Agreement, individually and together with their heirs, successors and assigns, and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this Agreement. "You" and "your" refers to the Loan's lender, any participants or syndicators, successors and assigns, or any person or company that acquires an interest in the Loan.

**F. Property.** Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.

**2. SINGLE ADVANCE.** In accordance with the terms of this Agreement and other Loan Documents, you will provide me with a term note in the amount of \$474,420.33 (Principal). I will receive the funds from this Loan in one advance. No additional advances are contemplated, except those made to protect and preserve your interests as provided in this Agreement or other Loan Documents.

**3. MATURITY DATE.** I agree to fully repay the Loan by July 30, 2014.

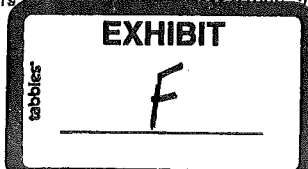
**4. WARRANTIES AND REPRESENTATIONS.** I make to you the following warranties and representations which will continue as long as this Loan is in effect, except when this Agreement provides otherwise.

**A. Power.** I am duly organized, and validly existing and in good standing in all jurisdictions in which I operate. I have the power and authority to enter into this transaction and to carry on my business or activity as it is now being conducted and, as applicable, am qualified to do so in each jurisdiction in which I operate.

**B. Authority.** The execution, delivery and performance of this Loan and the obligation evidenced by the Note are within my powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which I am a party or to which I am or any of my property is subject.

**C. Name and Place of Business.** Other than previously disclosed in writing to you I have not changed my name or principal place of business within the last 10 years and have not used any other trade or fictitious name. Without your prior written consent, I do not and will not use any other name and will preserve my existing name, trade names and franchises.

**D. Hazardous Substances.** Except as I previously disclosed in writing and you acknowledge in writing, no Hazardous Substance, underground tanks, private dumps or open wells are currently located at, on, in, under or about the Property.





**E. Use of Property.** After diligent inquiry, I do not know or have reason to know that any Hazardous Substance has been discharged, leached or disposed of, in violation of any Environmental Law, from the property onto, over or into any other property, or from any other property onto, over or into the property.

**F. Environmental Laws.** I have no knowledge or reason to believe that there is any pending or threatened investigation, claim, judgment or order, violation, lien, or other notice under any Environmental Law that concerns me or the property. The property and any activities on the property are in full compliance with all Environmental Law.

**G. Loan Purpose.** The purpose of this Loan is Renewal of Note Dated 3/20/2009.

**H. No Other Liens.** I own or lease all property that I need to conduct my business and activities. I have good and marketable title to all property that I own or lease. All of my Property is free and clear of all liens, security interests, encumbrances and other adverse claims and interests, except those to you or those you consent to in writing.

**I. Compliance With Laws.** I am not violating any laws, regulations, rules, orders, judgments or decrees applicable to me or my property, except for those which I am challenging in good faith through proper proceedings after providing adequate reserves to fully pay the claim and its challenge should I lose.

**J. Legal Dispute.** There are no pending or threatened lawsuits, arbitrations or other proceedings against me or my property that singly or together may materially and adversely affect my property, operations, financial condition, or business.

**K. Adverse Agreements.** I am not a party to, nor am I bound by, any agreement that is now or is likely to become materially adverse to my business, Property or operations.

**L. Other Claims.** There are no outstanding claims or rights that would conflict with the execution, delivery or performance by me of the terms and conditions of this Agreement or the other Loan Documents. No outstanding claims or rights exist that may result in a lien on the Property, the Property's proceeds and the proceeds of proceeds, except liens that were disclosed to and agreed to by you in writing.

**M. Solvency.** I am able to pay my debts as they mature, my assets exceed my liabilities and I have sufficient capital for my current and planned business and other activities. I will not become insolvent by the execution or performance of this Loan.

**5. FINANCIAL STATEMENTS.** I will prepare and maintain my financial records using consistently applied generally accepted accounting principles then in effect. I will provide you with financial information in a form that you accept and under the following terms.

**A. Certification.** I represent and warrant that any financial statements that I provide you fairly represents my financial condition for the stated periods, is current, complete, true and accurate in all material respects, includes all of my direct or contingent liabilities and there has been no material adverse change in my financial condition, operations or business since the date the financial information was prepared.

**B. Frequency.** In addition to the financial statements provided to you prior to closing, I will provide you with current financial statements on an annual basis, or as otherwise requested by you, until I have performed all of my obligations under the Loan and you terminate the Loan in writing.

**C. Rent Roll and Vacancy Analysis Report.** I will provide you with an annual report concerning my rental real estate property, listing for each month: my current tenants, the square footage each tenant rented, the rent each paid and each lease's expiration date as well as the square footage that remained vacant.

**D. SEC Reports.** I will provide you with true and correct copies of all reports, notices or statements that I provide to the Securities and Exchange Commission, any securities exchange or my stockholders, owners, or the holders of any material indebtedness as soon as available or at least within days after issuance.

**E. Requested Information.** I will provide you with any other information about my operations, financial affairs and condition within days after your request.

**6. COVENANTS.** Until the Loan and all related debts, liabilities and obligations are paid and discharged, I will comply with the following terms, unless you waive compliance in writing.

**A. Participation.** I consent to you participating or syndacating the Loan and sharing any information that you decide is necessary about me and the Loan with the other participants or syndicators.

**B. Inspection.** Following your written request, I will immediately pay for all one-time and recurring out-of-pocket costs that are related to the inspection of my records, business or Property that secures the Loan. Upon reasonable notice, I will permit you or your agents to enter any of my premises and any location where my Property is located during regular business hours to do the following.

(1) You may inspect, audit, check, review and obtain copies from my books, records, journals, orders, receipts, and any correspondence and other business related data.

(2) You may discuss my affairs, finances and business with any one who provides you with evidence that they are a creditor of mine, the sufficiency of which will be subject to your sole discretion.

(3) You may inspect my Property, audit for the use and disposition of the Property's proceeds and proceeds of proceeds; or do whatever you decide is necessary to preserve and protect the Property and your interest in the Property.

After prior notice to me, you may discuss my financial condition and business operations with my independent accountants, if any, or my chief financial officer and I may be present during these discussions. As long as the Loan is outstanding, I will direct all of my accountants and auditors to permit you to examine my records in their possession and to make copies of these records. You will use your best efforts to maintain the confidentiality of the information you or your agents obtain, except you may provide your regulator, if any, with required information about my financial condition, operation and business or that of my parent, subsidiaries or affiliates.

**C. Business Requirements.** I will preserve and maintain my present existence and good standing in the jurisdiction where I am organized and all of my rights, privileges and franchises. I will do all that is needed or required to continue my business or activities as presently conducted, by obtaining licenses, permits and bonds everywhere I engage in business or activities or own, lease or locate my property. I

will obtain your prior written consent before I cease my business or before I engage in any new line of business that is materially different from my present business.

**D. Compliance with Laws.** I will not violate any laws, regulations, rules, orders, judgments or decrees applicable to me or my Property, except for those which I challenge in good faith through proper proceedings after providing adequate reserves to fully pay the claim and its appeal should I lose. Laws include without limitation the Federal Fair Labor Standards Act requirements for producing goods, the federal Employee Retirement Income Security Act of 1974's requirements for the establishment, funding and management of qualified deferred compensation plans for employees, health and safety laws, environmental laws, tax laws, licensing and permit laws. On your request, I will provide you with written evidence that I have fully and timely paid my taxes, assessments and other governmental charges levied or imposed on me, my income or profits and my property. Taxes include without limitation sales taxes, use taxes, personal property taxes, documentary stamp taxes, recordation taxes, franchise taxes, income taxes, withholding taxes, FICA taxes and unemployment taxes. I will adequately provide for the payment of these taxes, assessments and other charges that have accrued but are not yet due and payable.

**E. New Organizations.** I will obtain your written consent before organizing, merging into, or consolidating with an entity; acquiring all or substantially all the assets of another; materially changing the legal structure, management, ownership or financial condition; or effecting or entering into a domestication, conversion or interest exchange.

**F. Dealings with Insiders.** I will not purchase, acquire or lease any property or services from, or sell, provide or lease any property or services to, or permit any outstanding loans or credit extensions to, or otherwise deal with, any insiders except as required under contracts existing at the time I applied for the Loan and approved by you or as this Agreement otherwise permits. I will not change or breach these contracts existing at Loan application so as to cause an acceleration of or an increase in any payments due.

**G. Other Debts.** I will pay when due any and all other debts owed or guaranteed by me and will faithfully perform, or comply with all the conditions and obligations imposed on me concerning the debt or guaranty.

**H. Other Liabilities.** I will not incur, assume or permit any debt evidenced by notes, bonds or similar obligations, except: debt in existence on the date of this Agreement and fully disclosed to you; debt subordinated in payment to you on conditions and terms acceptable to you; accounts payable incurred in the ordinary course of my business and paid under customary trade terms or contested in good faith with reserves satisfactory to you.

**I. Notice to You.** I will promptly notify you of any material change in my financial condition, of the occurrence of a default under the terms of this Agreement or any other Loan Document, or a default by me under any agreement between me and any third party which materially and adversely affects my property, operations, financial condition or business.

**J. Certification of No Default.** On your request, my chief financial officer or my independent accountant will provide you with a written certification that to the best of their knowledge no event of default exists under the terms of this Agreement or the other Loan Documents, and that there exists no other action, condition or event which with the giving of notice or lapse of time or both would constitute a default. As requested, my chief financial officer or my independent accountant will also provide you with computations demonstrating compliance with any financial covenants and ratios contained in this Agreement. If an action, condition or event of default does exist, the certificate must accurately and fully disclose the extent and nature of this action, condition or event and state what must be done to correct it.

**K. Use of Loan Proceeds.** I will not permit the loan proceeds to be used to purchase, carry, reduce, or retire any loan originally incurred to purchase or carry any margin stock or otherwise cause the Loan to violate Federal Reserve Board Regulations U or X, or Section 8 of the Securities and Exchange Act of 1934 and its regulations, as amended.

**L. Dispose of No Assets.** Without your prior written consent or as the Loan Documents permit, I will not sell, lease, assign, transfer, dispose of or otherwise distribute all or substantially all of my assets to any person other than in the ordinary course of business for the assets' depreciated book value or more.

**M. No Other Liens.** I will not create, permit or suffer any lien or encumbrance upon any of my properties for or by anyone, other than you, except for: nonconsensual liens imposed by law arising out of the ordinary course of business on obligations that are not overdue or which I am contesting in good faith after making appropriate reserves; valid purchase money security interests on personal property; or any other liens specifically agreed to by you in writing.

**N. Guaranties.** I will not guaranty or become liable in any way as surety, endorser (other than as endorser of negotiable instruments in the ordinary course of business) or accommodation endorser or otherwise for the debt or obligations of any other person or entity, except to you or as you otherwise specifically agree in writing.

**O. No Default under Other Agreements.** I will not allow to occur, or to continue unremedied, any act, event or condition which constitutes a default, or which, with the passage of time or giving of notice, or both, would constitute a default under any agreement, document, instrument or undertaking to which I am a party or by which I may be bound.

**P. Legal Disputes.** I will promptly notify you in writing of any threatened or pending lawsuit, arbitration or other proceeding against me or any of my property, not identified in my financial statements, or that singly or together with other proceedings may materially and adversely affect my property, operations, financial condition or business. I will use my best efforts to bring about a favorable and speedy result of any of these lawsuits, arbitrations or other proceedings.

**Q. Other Notices.** I will immediately provide you with any information that may materially and adversely affect my ability to perform this Agreement and of its anticipated effect.

**R. No Change in Capital.** I will not release, redeem, retire, purchase or otherwise acquire, directly or indirectly, any of my capital stock or other equity security or partnership interest, or make any change in my capital structure, except to the extent required by any agreements signed prior to this Agreement and disclosed to you or with your prior written consent.

**S. Loan Obligations.** I will make full and timely payment of all principal and interest obligations, and comply with the other terms and agreements contained in this Agreement and in the other Loan Documents.

**T. Insurance.** I will obtain and maintain insurance with insurers, in amounts and coverages that are acceptable to you and customary with industry practice. This may include without limitation insurance policies for public liability, fire, hazard and extended risk, workers compensation, and, at your request, business interruption and/or rent loss insurance. At your request, I will deliver to you certified copies

of all of these insurance policies, binders or certificates. I will obtain and maintain a mortgagee clause (or lender loss payable clause) endorsement - naming you as the loss payee. If you require, I will also obtain an "additional insured" endorsement - naming you as an additional insured. I will immediately notify you of cancellation or termination of insurance. I will require all insurance policies to provide you with at least 10 days prior written notice to you of cancellation or modification. I consent to you using or disclosing information relative to any contract of insurance required by the Loan for the purpose of replacing this insurance. I also authorize my insurer and you to exchange all relevant information related to any contract of insurance required by any document executed as part of this Loan.

**U. Property Maintenance.** I will keep all tangible and intangible property that I consider necessary or useful in my business in good working condition by making all needed repairs, replacements and improvements and by making all rental, lease or other payments due on this property.

**V. Property Loss.** I will immediately notify you, and the insurance company when appropriate, of any material casualty, loss or depreciation to the Property or to my other property that affects my business.

**W. Accounts Receivable Collection.** I will collect and otherwise enforce all of my unpaid Accounts Receivable at my cost and expense, until you end my authority to do so, which you may do at any time to protect your best interests. I will not sell, assign or otherwise dispose of any Accounts Receivable without your written consent. I will not commingle the Accounts Receivable proceeds with any of my other property.

**X. Reserves.** You may set aside and reserve Loan proceeds for Loan interest, fees and expenses, taxes, and insurance. I grant you a security interest in the reserves.

No interest will accrue on any reserve Loan proceeds. Disbursement of reserves is disbursement of the Loan's proceeds. At my request, you will disburse the reserves for the purpose they were set aside for, as long as I am not in default under this Agreement. You may directly pay these reserved items, reimburse me for payments I made, or reduce the reserves and increase the Loan proceeds available for disbursement.

**Y. Additional Taxes.** I will pay all filing and recording costs and fees, including any recordation, documentary or transfer taxes or stamps, that are required to be paid with respect to this Loan and any Loan Documents.

**7. DEFAULT.** I will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

**A. Payments.** I fail to make a payment in full when due.

**B. Insolvency or Bankruptcy.** The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me or any co-signer, endorser, surety or guarantor of this Agreement or any other obligations I have with you.

**C. Business Termination.** I merge, dissolve, reorganize, and my business or existence, or a partner or majority owner dies or is declared legally incompetent.

**D. Failure to Perform.** I fail to perform any condition or to keep any promise or covenant of this Agreement.

**E. Other Documents.** A default occurs under the terms of any other Loan Document.

**F. Other Agreements.** I am in default on any other debt or agreement I have with you.

**G. Misrepresentation.** I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

**H. Judgment.** I fail to satisfy or appeal any judgment against me.

**I. Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

**J. Name Change.** I change my name or assume an additional name without notifying you before making such a change.

**K. Property Transfer.** I transfer all or a substantial part of my money or property.

**L. Property Value.** You determine in good faith that the value of the Property has declined or is impaired.

**M. Material Change.** Without first notifying you, there is a material change in my business, including ownership, management, and financial conditions.

**N. Insecurity.** You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Agreement or that the prospect for payment or performance of the Loan is impaired for any reason.

**8. REMEDIES.** After I default, you may at your option do any one or more of the following.

**A. Acceleration.** You may make all or any part of the amount owing by the terms of the Loan immediately due. If I am a debtor in a bankruptcy petition or in an application filed under section 5(a)(3) of the Securities Investor Protection Act, the Loan is automatically accelerated and immediately due and payable without notice or demand upon filing of the petition or application.

**B. Sources.** You may use any and all remedies you have under state or federal law or in any Loan Document.

**C. Insurance Benefits.** You may make a claim for any and all insurance benefits or refunds that may be available on my default.

**D. Payments Made On My Behalf.** Amounts advanced on my behalf will be immediately due and may be added to the balance owing under the terms of the Loan, and accrue interest at the highest post-maturity interest rate.

**E. Set-Off.** You may use the right of set-off. This means you may set-off any amount due and payable under the terms of the Loan against any right I have to receive money from you.

My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any

amount due and payable under the terms of the Loan" means the total amount to which you are entitled to demand payment under the terms of the Loan at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay the Loan, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

**F. Repossession.** You may repossess the Property so long as the repossession does not involve a breach of the peace. You may sell, lease or otherwise dispose of the Property as provided by law. You may apply what you receive from the disposition of the Property to your expenses, your attorneys' fees and legal expenses (where not prohibited by law), and any debt I owe you. If what you receive from the disposition of the Property does not satisfy the debt, I will be liable for the deficiency (where permitted by law). In some cases, you may keep the Property to satisfy the debt.

Where a notice is required, I agree that ten days prior written notice sent by first class mail to my address listed in this Agreement will be reasonable notice to me under the Wisconsin Uniform Commercial Code. If the Property is perishable or threatens to decline speedily in value, you may, without notice to me, dispose of any or all of the Property in a commercially reasonable manner at my expense following any commercially reasonable preparation or processing.

If any items not otherwise subject to this Agreement are contained in the Property when you take possession, you may hold these items for me at my risk and you will not be liable for taking possession of them.

**G. Waiver.** Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

**9. COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after the occurrence of an Event of Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Agreement or any other Loan Document. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Loan. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.

**10. APPLICABLE LAW.** This Agreement is governed by the laws of Wisconsin, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

**11. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS.** My obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on the Loan, or any number of us together, to collect the Loan. Extending the Loan or new obligations under the Loan, will not affect my duty under the Loan and I will still be obligated to pay the Loan. You may assign all or part of your rights or duties under this Agreement or the Loan Documents without my consent. If you assign this Agreement, all of my covenants, agreements, representations and warranties contained in this Agreement or the Loan Documents will benefit your successors and assigns. I may not assign this Agreement or any of my rights under it without your prior written consent. The duties of the Loan will bind my successors and assigns.

**12. AMENDMENT, INTEGRATION AND SEVERABILITY.** This Agreement may not be amended or modified by oral agreement. No amendment or modification of this Agreement is effective unless made in writing and executed by you and me. This Agreement and the other Loan Documents are the complete and final expression of the understanding between you and me. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

**13. INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Agreement.

**14. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any correct and complete financial statements or other information you request. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence.

**15. SIGNATURES.** By signing under seal, I agree to the terms contained in this Agreement. I also acknowledge receipt of a copy of this Agreement.

**BORROWER:**

FIRST PROPERTY DEVELOPMENT, LLC

By  \_\_\_\_\_ Date 10-10-13 (Seal)  
ELIJAH M. RASHAED, President

**LENDER:**

North Milwaukee State Bank

By  \_\_\_\_\_ Date 10/10/13 (Seal)  
R T Myricks, President

**GUARANTY**  
(Continuing Debt - Unlimited)

**DATE AND PARTIES.** The date of this Guaranty is July 30, 2013. The parties and their addresses are:

**LENDER:**

**NORTH MILWAUKEE STATE BANK**  
5630 West Fond Du Lac Ave  
Milwaukee, WI 53216  
Telephone: (414) 466-2344

**BORROWER:**

**FIRST PROPERTY DEVELOPMENT, LLC**  
a Wisconsin Limited Liability Company  
PO BOX 080466  
MILWAUKEE, WI 53208

**GUARANTOR:**

**ELIJAH R RASHAED**  
3306 W HIGHLAND BLVD  
MILWAUKEE, WI 53208

**1. DEFINITIONS.** As used in this Guaranty, the terms have the following meanings:

**A. Pronouns.** The pronouns "I", "me" and "my" refer to all persons or entities signing this Guaranty, individually and together. "You" and "your" refer to the Lender.

**B. Note.** "Note" refers to the document that evidences the Borrower's indebtedness, and any extensions, renewals, modifications and substitutions of the Note.

**C. Property.** "Property" means any property, real, personal or intangible, that secures performance of the obligations of the Note, Debt, or this Guaranty.

**2. SPECIFIC AND FUTURE DEBT GUARANTY.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce your forbearance with respect to any Debt, or to induce you to extend and/or maintain credit, or grant any other financial accommodation, I absolutely and unconditionally agree to all terms of and guaranty to you the payment and performance of each and every Debt, of every type, purpose and description that the Borrower either individually, among all or a portion of themselves, or with others, may now or at any time in the future owe you, including, but not limited to the following described Debt(s) including without limitation, all principal, accrued interest, attorneys' fees and collection costs, when allowed by law, that may become due from the Borrower to you in collecting and enforcing the Debt and all other agreements with respect to the Borrower.

A promissory note or other agreement, No. 3867901, dated July 30, 2013, from FIRST PROPERTY DEVELOPMENT, LLC (Borrower) to you, in the amount of \$474,420.33.

In addition, Debt refers to debts, liabilities, and obligations of the Borrower (including, but not limited to, amounts agreed to be paid under the terms of any notes or agreements securing the payment of any debt, loan, liability or obligation, overdrafts, letters of credit, guaranties, advances for taxes, insurance, repairs and storage, and all extensions, renewals, refinancings and modifications of these debts) whether now existing or created or incurred in the future, due or to become due, or absolute or contingent, including obligations and duties arising from the terms of all documents prepared or submitted for the transaction such as applications, security agreements, disclosures, and the Note.

You may, without notice, apply this Guaranty to such Debt of the Borrower as you may select from time to time.

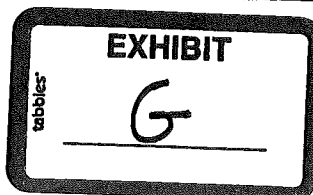
**3. EXTENSIONS.** I consent to all renewals, extensions, modifications and substitutions of the Debt which may be made by you upon such terms and conditions as you may see fit from time to time without further notice to me and without limitation as to the number of renewals, extensions, modifications or substitutions.

**A. Future Advances.** I waive notice of and consent to any and all future advances made to the Borrower by you.

**4. UNCONDITIONAL LIABILITY.** I am unconditionally liable under this Guaranty, regardless of whether or not you pursue any of your remedies against the Borrower, against any other maker, surety, guarantor or endorser of the Debt or against any Property. You may sue me alone, or anyone else who is obligated on this Guaranty, or any number of us together, to collect the Debt. My liability is not conditioned on the signing of this Guaranty by any other person and further is not subject to any condition not expressly set forth in this Guaranty or any instrument executed in connection with the Debt. My obligation to pay according to the terms of this Guaranty shall not be affected by the illegality, invalidity or unenforceability of any notes or agreements evidencing the Debt, the violation of any applicable usury laws, forgery, or any other circumstances which make the indebtedness unenforceable against the Borrower. I will remain obligated to pay on this Guaranty even if any other person who is obligated to pay the Debt, including the Borrower, has such obligation discharged in bankruptcy, foreclosure, or otherwise discharged by law.

**5. BANKRUPTCY.** If a bankruptcy petition should at any time be filed by or against the Borrower, the maturity of the Debt, so far as my liability is concerned, shall be accelerated and the Debt shall be immediately payable by me. I acknowledge and agree that this Guaranty, and

ELIJAH R RASHAED  
Wisconsin Guaranty  
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the Debt secured hereby, will remain in full force and effect at all times, notwithstanding any action or undertakings by, or against, you or against any Property, in connection with any obligation in any proceeding in the United States Bankruptcy Courts. Such action or undertaking includes, without limitation, valuation of Property, election of remedies or imposition of secured or unsecured claim status upon claims by you, pursuant to the United States Bankruptcy Code, as amended. In the event that any payment of principal or interest received and paid by you, other guarantor, borrower, surety, endorser or co-maker is deemed, by final order of a court of competent jurisdiction, to have been a voidable preference under the bankruptcy or insolvency laws of the United States or otherwise, then my obligation will remain as an obligation to you and will not be considered as having been extinguished.

**6. REVOCATION.** I agree that this is an absolute and unconditional Guaranty. I agree that this Guaranty will remain binding on me, whether or not there are any Debts outstanding, until you have actually received written notice of my revocation or written notice of my death or incompetence. Notice of revocation or notice of my death or incompetence will not affect my obligations under this Guaranty with respect to any Debts incurred by or for which you have made a commitment to Borrower before you actually receive such notice, and all renewals, extensions, refinancings, and modifications of such Debts. I agree that if any other person signing this Guaranty provides a notice of revocation to you, I will still be obligated under this Guaranty until I provide such a notice of revocation to you. If any other person signing this Guaranty dies or is declared incompetent, such fact will not affect my obligations under this Guaranty.

**7. PROPERTY.** I agree that any Property may be assigned, exchanged, released in whole or in part or substituted without notice to me and without defeating, discharging or diminishing my liability. My obligation is absolute and your failure to perfect any security interest or any act or omission by you which impairs the Property will not relieve me or my liability under this Guaranty. You are under no duty to preserve or protect any Property until you are in actual or constructive possession. For purposes of this paragraph, you will only be in "actual" possession when you have physical, immediate and exclusive control over the Property and have accepted such control in writing. Further, you will only be deemed to be in "constructive" possession when you have both the power and intent to exercise control over the Property.

**8. DEFAULT.** I will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

**A. Payments.** I fail to make a payment in full when due.

**B. Insolvency or Bankruptcy.** The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me, Borrower, or any co-signer, endorser, surety or guarantor of this Guaranty or any Debt.

**C. Death or Incompetency.** I die or am declared legally incompetent.

**D. Failure to Perform.** I fail to perform any condition or to keep any promise or covenant of this Guaranty.

**E. Other Documents.** A default occurs under the terms of any other document relating to the Debt.

**F. Other Agreements.** I am in default on any other debt or agreement I have with you.

**G. Misrepresentation.** I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

**H. Judgment.** I fail to satisfy or appeal any judgment against me.

**I. Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

**J. Name Change.** I change my name or assume an additional name without notifying you before making such a change.

**K. Property Transfer.** I transfer all or a substantial part of my money or property.

**L. Property Value.** You determine in good faith that the value of the Property has declined or is impaired.

**M. Insecurity.** You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Guaranty or that the prospect for payment or performance of the Debt is impaired for any reason.

**9. WAIVERS AND CONSENT.** To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

**A. Additional Waivers.** In addition, to the extent permitted by law, I consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to the Debt or this Guaranty.

(1) You may renew or extend payments on the Debt, regardless of the number of such renewals or extensions.

(2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.

(3) You may release, substitute or impair any Property.

(4) You, or any institution participating in the Debt, may invoke your right of set-off.

(5) You may enter into any sales, repurchases or participations of the Debt to any person in any amounts and I waive notice of such sales, repurchases or participations.

(6) I agree that the Borrower is authorized to modify the terms of the Debt or any instrument securing, guarantying or relating to the Debt.

(7) You may undertake a valuation of any Property in connection with any proceedings under the United States Bankruptcy Code concerning the Borrower or me, regardless of any such valuation, or actual amounts received by you arising from the sale of such Property.

(8) I agree to consent to any waiver granted the Borrower, and agree that any delay or lack of diligence in the enforcement of the Debt, or any failure to file a claim or otherwise protect any of the Debt, in no way affects or impairs my liability.

ELIJAH R RASHAED

Wisconsin Guaranty

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(9) I agree to waive reliance on any anti-deficiency statutes, through subrogation or otherwise, and such statutes in no way affect or impair my liability. In addition, until the obligations of the Borrower to Lender have been paid in full, I waive any right of subrogation, contribution, reimbursement, indemnification, exoneration, and any other right I may have to enforce any remedy which you now have or in the future may have against the Borrower or another guarantor or as to any Property.

Any Guarantor who is an "insider," as contemplated by the United States Bankruptcy Code, 11 U.S.C. 101, as amended, makes these waivers permanently. (An insider includes, among others, a director, officer, partner, or other person in control of the Borrower, a person or an entity that is a co-partner with the Borrower, an entity in which the Borrower is a general partner, director, officer or other person in control or a close relative of any of these other persons.) Any Guarantor who is not an insider makes these waivers until all Debt is fully repaid.

**B. No Waiver By Lender.** Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in the Debt instruments, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

**C. Waiver of Claims.** I waive all claims for loss or damage caused by your acts or omissions where you acted reasonably and in good faith.

**10. REMEDIES.** After the Borrower or I default, you may at your option do any one or more of the following.

**A. Acceleration.** You may make all or any part of the amount owing by the terms of this Guaranty immediately due.

**B. Sources.** You may use any and all remedies you have under state or federal law or in any documents relating to the Debt.

**C. Insurance Benefits.** You may make a claim for any and all insurance benefits or refunds that may be available on default.

**D. Payments Made on the Borrower's Behalf.** Amounts advanced on the Borrower's behalf will be immediately due and may be added to the balance owing under the Debt.

**E. Attachment.** You may attach or garnish my wages or earnings on the Debt up to the amount permitted by law.

**F. Set-Off.** You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Guaranty against any right I have to receive money from you.

My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Guaranty" means the total amount to which you are entitled to demand payment under the terms of this Guaranty at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay the Debt, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

**G. Waiver.** Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

**11. COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after the occurrence of an Event of Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Guaranty or any other document relating to the Debt. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Debt guaranteed by this Guaranty. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.

**12. WARRANTIES AND REPRESENTATIONS.** I have the right and authority to enter into this Guaranty. The execution and delivery of this Guaranty will not violate any agreement governing me or to which I am a party.

In addition, I represent and warrant that this Guaranty was entered into at the request of the Borrower, and that I am satisfied regarding the Borrower's financial condition and existing indebtedness, authority to borrow and the use and intended use of all Debt proceeds. I further represent and warrant that I have not relied on any representations or omissions from you or any information provided by you respecting the Borrower, the Borrower's financial condition and existing indebtedness, the Borrower's authority to borrow or the Borrower's use and intended use of all Debt proceeds.

**13. RELIANCE.** I acknowledge that you are relying on this Guaranty in extending credit to the Borrower, and that I have signed this Guaranty to induce you to forbear from exercising your remedies against the Borrower, extend credit to the Borrower, maintain the Borrower's credit, or grant any other financial accommodation. I represent and warrant to you that I have a direct and substantial economic interest in the Borrower and expect to derive substantial benefits from the continued existence of the Debt guaranteed hereby, and from any loan and/or financial accommodations resulting in the creation of other Debt guaranteed hereby. I agree to rely exclusively on the right to revoke this Guaranty prospectively as to future transactions in the manner as previously described in this Guaranty if at any time, in my opinion, the benefits then being received by me in connection with this Guaranty are not sufficient to warrant the continuance of this Guaranty. You may rely conclusively on a continuing warranty that I continue to be benefited by this Guaranty and you will have no duty to inquire into or confirm the receipt of any such benefits, and this Guaranty will be effective and enforceable by you without regard to the receipt, nature or value of any such benefits.



**14. APPLICABLE LAW.** This Guaranty is governed by the laws of Wisconsin, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

**15. AMENDMENT, INTEGRATION AND SEVERABILITY.** This Guaranty may not be amended or modified by oral agreement. No amendment or modification of this Guaranty is effective unless made in writing and executed by you and me. This Guaranty is the complete and final expression of the agreement. If any provision of this Guaranty is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

**16. ASSIGNMENT.** If you assign any of the Debts, you may assign all or any part of this Guaranty without notice to me or my consent, and this Guaranty will inure to the benefit of your assignee to the extent of such assignment. You will continue to have the unimpaired right to enforce this Guaranty as to any of the Debts that are not assigned. This Guaranty shall inure to the benefit of and be enforceable by you and your successors and assigns and any other person to whom you may grant an interest in the Debts and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.

**17. INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Guaranty.

**18. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Guarantor will be deemed to be notice to all Guarantors. I will inform you in writing of any change in my name, address or other application information. I will provide you any correct and complete financial statements or other information you request. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Guaranty and to confirm your lien status on any Property. Time is of the essence.

**19. CREDIT INFORMATION.** I agree that from time to time you may obtain credit information about me from others, including other lenders and credit reporting agencies, and report to others (such as a credit reporting agency) your credit experience with me. I agree that you will not be liable for any claim arising from the use of information provided to you by others or for providing such information to others.

**20. SIGNATURES.** By signing under seal, I agree to the terms contained in this Guaranty. I also acknowledge receipt of a copy of this Guaranty.

**GUARANTOR:**



ELIJAH R RASHAED

Individually

Date 10-10-13 (Seal)

**LENDER:**

North Milwaukee State Bank



By R T Myricks  
R T Myricks, President

Date 10/10/13 (Seal)

## NOTICE AND CONSENT TO RENEWAL BY GUARANTOR

**DATE AND PARTIES.** The date of this Notice And Consent To Renewal By Guarantor (Notice) is July 30, 2013. The parties and their addresses are:

**LENDER:**

NORTH MILWAUKEE STATE BANK  
5830 West Fond Du Lac Ave  
Milwaukee, WI 53216  
Telephone: (414) 466-2344

**BORROWER:**

FIRST PROPERTY DEVELOPMENT, LLC  
PO BOX 080466  
MILWAUKEE, WI 53208

**GUARANTOR:**

ELIJAH R RASHAED  
3306 W HIGHLAND BLVD  
MILWAUKEE, WI 53208

**1. DEFINITIONS.** In this Notice, these terms have the following meanings:

- A. Pronouns.** The pronouns "I", "me" and "my" refer to all persons or entities signing this Notice, individually and together with their heirs, successors and assigns. "You" and "your" refer to the Lender, with its participants or syndicators, successors and assigns, or any person or company that acquires an interest in the Modification or Prior Obligation.
- B. Renewal.** Renewal refers to the Renewal Note dated July 30, 2013 and executed by you and the Borrower.
- C. Prior Obligation.** Prior Obligation refers to the Borrower's existing agreement to pay you money, dated March 20, 2009.
- D. Guaranty.** Guaranty refers to my previous agreement to absolutely and unconditionally promise to pay you and guarantee to you the full and prompt payment of the Prior Obligation.

**2. NOTICE TO GUARANTOR.** I acknowledge that the Borrower has requested a renewal of the Prior Obligation and that you have agreed to renew the Prior Obligation, subject to the terms and conditions contained in the Renewal.

**3. CONSENT BY GUARANTOR.** I unconditionally consent to such a renewal. I acknowledge that the terms and conditions of the Guaranty continue in full force and effect.

**SIGNATURES.** I agree to the terms contained in this Notice. I also acknowledge receipt of a copy of this Notice.

**GUARANTOR:**



Date 10-10-13

ELIJAH R RASHAED  
Individually

**TITLE INSURANCE COMMITMENT**  
BY  
**Chicago Title Insurance Company**

**SCHEDULE A**

Prepared by: **Merit Title, LLC**  
13700 W. Greenfield Avenue  
Brookfield, Wisconsin, 53005  
Phone: 414-257-0068  
Fax: 414-257-0928  
Closing Department Fax: 414-257-0924

1. Effective Date: **July 06, 2015 at 12:01AM**  
Issue Date: **July 27, 2015**

- |    |  |                    |
|----|--|--------------------|
| 2. | Policy (or Policies) to be issued:                                     | Policy Amount      |
|    | a. ALTA Owner's Policy (6-17-06):                                      | <b>\$15,000.00</b> |
|    | Proposed Insured: <b>Legally Qualified Purchaser at Sheriff's Sale</b> |                    |
|    | b. ALTA Loan Policy (6-17-06):   |                    |
|    | Proposed Insured:  |                    |
|    | c. ALTA Loan Policy (6-17-06):   |                    |

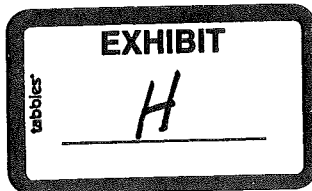
3. **Fee Simple** interest in the land described in this Commitment is owned, at the Commitment Date, by  
**First Property Development, LLC**

4. The land referred to in the Commitment is described as follows:  
**SEE ATTACHED EXHIBIT "A"**

By:

  
\_\_\_\_\_

Authorized Signatory  
Sharon Michalak



**EXHIBIT "A"**

**Parcel 1:**

Lot 31, Block 3, in Elmhurst, being a subdivision of part of the Southeast 1/4 of the Southwest 1/4 of Section 1, Township 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

For Informational Purposes Only:

Property Address: 4160 N. Elmhurst Road

Tax Key No.: 247-0556-1

**Parcel 2:**

Lot 10, Block 5, in Palmer and Co's Addition, a subdivision of a part of the Southeast 1/4 of Section 25, Township 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

For Informational Purposes Only:

Property Address: 519 North 28th Street

Tax Key No.: 401-0954-7

**Parcel 3:**

Lot 26, Block 6, Third Continuation of Wootsch's Subdivision, being a part of the Southwest 1/4 of Section 5, in Township 6 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

For Informational Purposes Only:

Property Address: 1963 South 7th Street

Tax Key No.: 468-1406-4

**Parcel 4:**

The North 1/2 of Lot 21 and the South 30 feet of the North 60 feet of Lots 17, 18, 19 and 20, Block 5, in Cold Spring Heights, in the Southwest 1/4 and the Northwest 1/4 of Section 24, Township 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

For Informational Purposes Only:

Property Address: 1626-1628 North 38th Street

Tax Key No.: 366-0407-100-8

**TITLE INSURANCE COMMITMENT**

BY

**Chicago Title Insurance Company**

**SCHEDULE B - SECTION I**

**REQUIREMENTS**

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
  1. An action should be commenced for the foreclosure of the Mortgage at Schedule B - Section 2, Item No. 15, naming as Party(s) Defendants the Owner(s) at Schedule A, Item No. 3 and spouse(s), if any; and any party in possession claiming any adverse interest, and any party acquiring any right title or interest after the effective date hereof and prior to the filing of the Lis Pendens; and the Creditor(s) at Schedule B - Section 2, Item No. 16 through 18. Said Action should proceed to Judgment, Sale and Confirmation.
  2. Sheriff's Deed from the Sheriff of Milwaukee County conveying fee simple title to the proposed insured set forth at Item 2(a) under Schedule A hereof.
  3. The amount of insurance shown at Item 2(a) of Schedule A hereof must be increased in an amount equivalent to the full value of the subject premises before the Policy will be issued. At such time, an additional charge will be made in conformity with established rates.
  4. Partial Satisfaction of the following mortgage:  
Mortgage in the original stated principal amount of \$213,750.00  
From (Mortgagor): First Property Development, LLC  
To (Mortgagee): Legacy Bank  
Dated: January 7, 2009  
Recorded: February 10, 2009  
Document No: 09697928 (Encumbers Parcels 1 and additional real estate)

Said mortgage is further secured by an Assignment of Rents by and between the parties dated January 7, 2009, and recorded on February 10, 2009, as Document No: 09697929. (Encumbers Parcels 1 and additional real estate)

Note: An action to foreclose the foregoing mortgage was commenced on June 26, 2014, Case No. 14CV5380, Lis Pendens recorded on July 3, 2014, as Document No. 10373631. Said action must be dismissed and the Lis Pendens released.

5. Partial Satisfaction of the following mortgage:  
Mortgage in the original stated principal amount of \$128,750.00  
From (Mortgagor): First Property, LLC  
To (Mortgagee): Legacy Bank  
Dated: February 18, 2009  
Recorded: February 27, 2009  
Document No: 09706373 (Encumbers Parcels 2 and additional real estate)

Said mortgage is further secured by an Assignment of Rents by and between the parties dated February 18, 2009, and recorded on February 27, 2009, as Document No: 09706374. (Encumbers Parcels 2 and additional real estate)

Note: An action to foreclose the foregoing mortgage was commenced on June 26, 2014, Case No. 14CV5380, Lis Pendens recorded on July 3, 2014, as Document No. 10373631. Said action must be dismissed and the Lis Pendens released.

6. Satisfaction of Circuit Judgment Case No. 12TJ1061, docketed on June 19, 2012, against First Property Development LLC, 743 N. 25th Street, Milwaukee, WI 53233-1821, and in favor of City of Milwaukee, 200 E. Wells Street, Milwaukee, WI 53202, in the amount of \$868.00. Grant Frederick Langley, Attorney.
7. Satisfaction of Circuit Judgment Case No. 11TJ1106, docketed on November 2, 2011, against First Property Development LLC, 743 N. 25th Street, Milwaukee, WI 53233-1821, and in favor of City of Milwaukee, 200 E. Wells Street, Milwaukee, WI 53202, in the amount of \$1,510.00. Grant Frederick Langley, Attorney.
8. Satisfaction of Circuit Judgment Case No. 11TJ495, docketed on June 10, 2011, against First Property Development LLC, 743 N. 25th Street, Milwaukee, WI 53233-1821, and in favor of City of Milwaukee, 200 E. Wells Street, Milwaukee, WI 53202, in the amount of \$2,010.00. Grant Frederick Langley, Attorney.
9. Satisfaction of Circuit Judgment Case No. 11TJ477, docketed on June 8, 2011, against first Property Development LLC, 743 N. 25th Street, Milwaukee, WI 53233-1821, and in favor of City of Milwaukee, 200 E. Wells Street, Milwaukee, WI 53202, in the amount of \$5,610.00. Grant Frederick Langley, Attorney.
10. Satisfaction of Circuit Judgment Case No. 11TJ440, docketed on May 24, 2011, against First Property Development LLC, 743 N. 25th Street, Milwaukee, WI 53233-1821, and in favor of City of Milwaukee, 200 E. Wells Street, Milwaukee, WI 53202, in the amount of \$710.00. Grant Frederick Langley, Attorney.
11. Satisfaction of Circuit Judgment Case No. 11TJ353, docketed on April 27, 2011, against First Property Development LLC, 743 N. 25th Street, Milwaukee, WI 53233-1821, and in favor of City of Milwaukee, 200 E. Wells Street, Milwaukee, WI 53202, in the amount of \$2,410.00. Grant Frederick Langley, Attorney.

12. Satisfaction of Circuit Judgment Case No. 11TJ202, docketed on February 28, 2011, against First Property Development LLC, 743 N. 25th Street, Milwaukee, WI 53233-1821, and in favor of City of Milwaukee, 200 E. Wells Street, Milwaukee, WI 53202, in the amount of \$1,210.00. Grant Frederick Langley, Attorney.
13. Satisfaction of Circuit Judgment Case No. 11TJ184, docketed on February 21, 2011, against First Property Development LLC, 743 N. 25th Street, Milwaukee, WI 53233-1821, and in favor of City of Milwaukee, 200 E. Wells Street, Milwaukee, WI 53202, in the amount of \$4,010.00. Grant Frederick Langley, Attorney.
14. Satisfaction of Circuit Judgment Case No. 11TJ108, docketed on January 26, 2011, against First Property Development LLC, 743 N. 25th Street, Milwaukee, WI 53233-1821, and in favor of City of Milwaukee, 200 E. Wells Street, Milwaukee, WI 53202, in the amount of \$3,260.00. Grant Frederick Langley, Attorney.
15. Satisfaction of Circuit Judgment Case No. 10TJ1238, docketed on November 24, 2010, against First Property Development LLC, 743 N. 25th Street, Milwaukee, WI 53233-1821, and in favor of City of Milwaukee, 200 E. Wells Street, Milwaukee, WI 53202, in the amount of \$390.00. Grant Frederick Langley, Attorney.
16. Satisfaction of Circuit Judgment Case No. 12SC21103, docketed on August 24, 2012, against First Property Development LLC, 743 N. 25th Street, Milwaukee, WI 53233, and in favor of City of Milwaukee, 200 E. Wells Street, Milwaukee, WI 53202, in the amount of \$7,581.05. Kevin Thomas White, Attorney.
17. A Cancellation of Stipulation must be filed in the Office of the Register of Deeds for Milwaukee County with regard to DILHR Stipulation recorded on November 26, 2008, as Document No: 09674813. (Stipulation No. S-126270). (Parcel 1)
18. Satisfaction of Circuit Judgment Case No. 05SC24244, docketed on August 30, 2005, against James Greer, 8600 W. Appleton Avenue, Milwaukee, WI 53225, and in favor of Payday Loan Store, 4750 North 76th Street, Milwaukee, WI 53218, in the amount of \$956.50.

Note: Said lien/judgment is from a prior owner. (Parcel 2)

19. Partial Satisfaction of the following mortgage:  
Mortgage in the original stated principal amount of \$4,887,000.00  
From (Mortgagor): First Property Development, LLC as to Parcels 1 through 11; Elra 2121, LLC, as to Parcels 12 through 14; Atlas of America Properties, LLC, as to Parcels 15 through 18; South Side Luxury Properties, LLC, as to Parcels 19 through 21 and Third Property Development, LLC, as to Parcels 22 through 38  
To (Mortgagee): Waterstone Bank SSB fka Wauwatosa Savings Bank  
Dated: May 31, 2011  
Recorded: June 21, 2011  
Document No: 10007285 (encumbers Parcel 3 and additional real estate)

- d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

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**TITLE INSURANCE COMMITMENT**

BY

**Chicago Title Insurance Company**

**SCHEDULE B - SECTION II**

**EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Special taxes or assessments, if any, payable with the taxes levied or to be levied for the current and subsequent years.
3. Liens, hook-up charges or fees, deferred charges, reserve capacity assessments, impact fees, or other charges or fees due and payable on the development or improvement of the land, whether assessed or charged before or after the Date of Policy.
4. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Rights or claims of parties in possession not shown by the Public Records.
6. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
7. Easements or claims of easements not shown by the Public Records.
8. Any claim of adverse possession or prescriptive easement.
9. General taxes for the year 2015 and subsequent years.
10. A Certificate of Compliance was recorded in the Register of Deeds Office of Milwaukee County on May 4, 2000, as Document No: 7904960. (Parcel 2)
11. A Certificate of Compliance was recorded in the Register of Deeds Office of Milwaukee County on September 19, 2003, as Reel/Volume: 5671, Image/Page: 3763, as Document No: 8628627. (Parcel 3)
12. A Certificate of Compliance was recorded in the Register of Deeds Office of Milwaukee County on September 16, 2005, as Document No: 9091175. (Parcel 4)
13. Delinquent 2014 real estate taxes. The 2014 tax amount was \$3,011.51 and they are delinquent in the amount of \$2,090.19 plus any interest and penalties; which includes \$2,726.26 for specials. (Parcel 3)
14. Delinquent 2014 real estate taxes. The 2014 tax amount was \$927.76 and they are delinquent in the amount of \$373.33 plus any interest and penalties; which includes \$100.00 for specials. (Parcel 4)

15. Mortgage in the original stated principal amount of \$474,420.33  
From (Mortgagor): First Property Development, LLC  
To (Mortgagee): North Milwaukee State Bank  
Dated: July 30, 2013  
Recorded: December 9, 2013  
Document No: 10319138

Said mortgage is further secured by an Assignment of Rents by and between the parties dated July 30, 2013, and recorded on December 9, 2013, as Document No: 10319139.

16. Circuit Judgment Case No. 15TJ150, docketed on January 20, 2015, against First Property Development LLC, 743 N. 25th Street, Milwaukee, WI 53233, and in favor of City of Milwaukee, 200 E. Wells Street, Milwaukee, WI 53202, in the amount of \$350.00. Grant Frederick Langley, Attorney.
17. Circuit Judgment Case No. 14TJ715, docketed on March 14, 2014, against First Property Development LLC, 743 N. 25th Street, Milwaukee, WI 53233, and in favor of City of Milwaukee, 200 E. Wells Street, Milwaukee, WI 53202, in the amount of \$290.00. Grant Frederick Langley, Attorney.
18. Circuit Judgment Case No. 13TJ2088, docketed on December 20, 2013, against First Property Development LLC, c/o Elijah Mohammad Rashaed, 743 N. 25th Street, Milwaukee, WI 53233-1821, and in favor of City of West Allis, 7525 W. Greenfield, Ave., West Allis, WI 53214, in the amount of \$1,010.00. Scott Edward Post, Attorney.

Note: For Informational Purposes Only: Taxes for the year 2014 have been paid in the amount of \$2,633.78, which includes \$1,344.44 for specials. (Parcel 1)

Note: For Informational Purposes Only: Taxes for the year 2014 have been paid in the amount of \$3,199.02, which includes \$2,224.38 for specials. (Parcel 2)

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**TITLE INSURANCE COMMITMENT**

BY

**First American Title Insurance Company**

**SCHEDULE A**

Prepared by: **Merit Title, LLC**  
13700 W. Greenfield Avenue  
Brookfield, Wisconsin, 53005  
Phone: 414-257-0068  
Fax: 414-257-0928  
Closing Department Fax: 414-257-0924

1. Effective Date: **July 30, 2015 at 12:01AM**  
Issue Date: **August 18, 2015**

2. Policy (or Policies) to be issued: Policy Amount  
a. ALTA Owner's Policy (6-17-06): **\$15,000.00**

Proposed Insured: **Legally Qualified Purchaser at Sheriff's Sale**

b. ALTA Loan Policy (6-17-06):

Proposed Insured:

c. ALTA Loan Policy (6-17-06):

3. **Fee Simple** interest in the land described in this Commitment is owned, at the Commitment Date, by  
**First Property Development, LLC, as to Parcels 1, 4, 5 and 6 and Second Property Development, LLC,**  
**as to Parcels 2 and 3**

4. The land referred to in the Commitment is described as follows:

**SEE ATTACHED EXHIBIT "A"**

By:



Authorized Signatory  
Sharon Michalak

**EXHIBIT "A"**

Parcel 1:

Lot 9, Block 8, in the Amended Plat of Juneau Heights No. 2, being a subdivision of a part of the Southeast 1/4 of Section 11, Township 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

For Informational Purposes Only:

Property Address: 4620 W. Hale Place

Tax Key No.: 288-0164-3

Parcel 2:

Lot 15, Block 3, in Badger State Park, being a subdivision of a part of the East 1/2 of the Northwest 1/4 of Section 18, in Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

For Informational Purposes Only:

Property Address: 3016-3018 North 23rd Street

Tax Key No.: 310-0155-7

Parcel 3:

Lot 16, Block 4, in Meehan and Somers Subdivision, in the Northwest 1/4 of Section 19, in Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

For Informational Purposes Only:

Property Address: 2402 West Garfield Avenue

Tax Key No.: 350-2089-100-7

Parcel 4:

Lot 17, Block 2, in Continuation of Zingen & Braun's Norville Subdivision, being a subdivision of a part of the Northeast 1/4 of Section 1, in Township 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

For Informational Purposes Only:

Property Address: 4412 North 30th Street

Tax Key No.: 230-0031-X

Parcel 5:

Lot 36 and the South 1/2 of Lot 37, Block 23, in North Milwaukee Townsite Company's Addition No. 2, in the Northeast 1/4 of Section 1, in Township 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

For Informational Purposes Only:

Property Address: 4741 North 34th Street

Tax Key No.: 230-0368-2

**Parcel 6:**

That part of Lot 28, Block 1, in Assessment Subdivision No. 19, being a part of the Northwest 1/4 of Section 19, in Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Southwest corner of Lot 28; thence North along the West line of Lot 26, 101.15 feet to a point; thence Northeasterly 82.51 feet to a point in the East line of Lot 28; thence South along the East line of Lot 28, 101.92 feet to the Southeast corner of Lot 28; thence Westerly along the South line of Lot 28, 82.50 feet to the place of beginning.

**For Informational Purposes Only:**

Property Address: 2330 West Vine Street

Tax Key No.: 350-0333-X

**TITLE INSURANCE COMMITMENT**

BY

**First American Title Insurance Company**

**SCHEDULE B - SECTION I**

**REQUIREMENTS**

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
  1. An action should be commenced for the foreclosure of the Mortgage at Schedule B - Section 2, Item No. 25, naming as Party(s) Defendants the Owner(s) at Schedule A, Item No. 3 and spouse(s), if any; and any party in possession claiming any adverse interest, and any party acquiring any right title or interest after the effective date hereof and prior to the filing of the Lis Pendens; and the Creditor(s) at Schedule B - Section 2, Item No. 26 through 49. Said Action should proceed to Judgment, Sale and Confirmation.
  2. Sheriff's Deed from the Sheriff of Milwaukee County conveying fee simple title to the proposed insured set forth at Item 2(a) under Schedule A hereof.
  3. The amount of insurance shown at Item 2(a) of Schedule A hereof must be increased in an amount equivalent to the full value of the subject premises before the Policy will be issued. At such time, an additional charge will be made in conformity with established rates.
  4. Satisfaction of Judgement Docketed in United States District Court for the Eastern District of Wisconsin on May 16, 2000, as Document No. TL135957, Case No.: 00-CR-0056, in favor of the United States District Court Eastern District of Wisconsin, Plaintiff, vs. Robert Marcel Brown, in the sum of \$10,600.00. (Parcel 3)

Note: Said lien/judgment is from a prior owner.

5. Release of Unemployment Tax Warrant No. 03UC4000 filed by the Department of Workforce Development, against Robert L. Brown, 2763 North 50th Street, Milwaukee, WI 53210-2357, docketed on October 21, 2003 in the sum of \$240.00. (Parcel 3)

Note: Said lien/judgment is from a prior owner.

6. Satisfaction of Circuit Judgment Case No. 07SC38816, docketed on December 14, 2007, against Bobbie Brown, 4512 W. Martin Drive #5, Milwaukee, WI 53208, and in favor of Stewart Friend and Todd Lindblom, c/o Milwaukee Investment Realty Co Inc., 322 E. Michigan Street, Suite 300, Milwaukee, WI 53202, in the amount of \$1,510.32. John Paul Perla, Jr., Attorney. (Parcel 3)

Note: Said lien/judgment is from a prior owner.

7. Satisfaction of Circuit Judgment Case No. 05SC30452, docketed on October 19, 2005, against Robert J. Brown, et al, 414 E. Concordia Ave., Milwaukee, WI 53212, and in favor of Willie Mae Moore, 2321 N. 39th Street, Milwaukee, WI 53210, in the amount of \$685.50. (Parcel 3)

Note: Said lien/judgment is from a prior owner.

8. Satisfaction of Circuit Judgment Case No. 05SC31358, docketed on December 19, 2005, against Robbie F. Brown, 2464 N. 5th Street, Lwr Frnt, Milwaukee, WI 53212, and in favor of Wisconsin Electric Power Co., 231 W. Michigan Street, Rm A172, Milwaukee, WI 53203, in the amount of \$2,466.73. Terrence S. Cerni, Attorney. (Parcel 3)

Note: Said lien/judgment is from a prior owner.

9. Satisfaction of Circuit Judgment Case No. 05SC35834, docketed on December 7, 2005, against Robert Brown, 4909 N. 39th Street Apt. 5, Milwaukee, WI 53209, and in favor of Wisconsin Electric Power Co., 231 W. Michigan Street, RM A172, Milwaukee, WI 53203, in the amount of \$946.56. Terrence S. Cerni, Attorney. (Parcel 3)

Note: Said lien/judgment is from a prior owner.

10. Satisfaction of Circuit Judgment Case No. 06SC2450, docketed on April 11, 2006, against Robert Brown, 4747A N. 39th Street, Milwaukee, WI 53209, and in favor of American Family Mutual Ins. Co., 302 N. Walbridge Ave., Madison, WI 53783, in the amount of \$2,724.81. Thomas Darius Vaitys, Attorney. (Parcel 3)

Note: Said lien/judgment is from a prior owner.

- d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

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**TITLE INSURANCE COMMITMENT**

BY

**First American Title Insurance Company**

**SCHEDULE B - SECTION II**

**EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Special taxes or assessments, if any, payable with the taxes levied or to be levied for the current and subsequent years.
3. Liens, hook-up charges or fees, deferred charges, reserve capacity assessments, impact fees, or other charges or fees due and payable on the development or improvement of the land, whether assessed or charged before or after the Date of Policy.
4. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Rights or claims of parties in possession not shown by the Public Records.
6. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
7. Easements or claims of easements not shown by the Public Records.
8. Any claim of adverse possession or prescriptive easement.
9. General taxes for the year 2015 and subsequent years.
10. A Certificate of Compliance was recorded in the Register of Deeds Office of Milwaukee County on July 14, 1997, as Reel/Volume: 4094, Image/Page: 2095, as Document No: 7393019. (Parcel 1)
11. A Rental Unit Energy Efficiency Standards Stipulation was recorded on January 6, 2009, as Document No. 09685433. (Parcel 2)
12. A Rental Unit Energy Efficiency Standards Stipulation was recorded on April 20, 2009, as Document No. 09728133. (Parcel 3)
13. Covenants and restrictions as set forth in the deed dated October 23, 1979, and recorded on January 4, 1980, in Reel/Volume 1270, Image/Page(s) 848, as Document No. 5375675; but omitting any such covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, national origin, or any other federally protected class, unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons. (Parcel



3)

14. A Certificate of Compliance was recorded in the Register of Deeds Office of Milwaukee County on March 30, 2005, as Document No: 08983618. (Parcel 4)
15. A Certificate of Compliance was recorded in the Register of Deeds Office of Milwaukee County on April 15, 2005, as Document No. 08993820. (Parcel 5)
16. A Rental Unit Energy Efficiency Standards Stipulation was recorded on February 5, 2009, as Document No. 09696917. (Parcel 6)
17. Delinquent 2014 real estate taxes. The 2014 tax amount was \$974.64 and they are delinquent in the amount of \$439.61 plus any interest and penalties. (Parcel 1)
18. Delinquent 2013 real estate taxes. The 2013 taxes are delinquent in the amount of \$1,925.17 plus any interest and penalties. (Parcel 2)
19. The 2014 real estate taxes being paid on the installment plan. The 2014 tax amount was \$824.25, which includes \$101.40 in miscellaneous charges. Said installments are current as of the effective date set forth herein. (Parcel 2)
20. Delinquent 2013 real estate taxes. The 2013 taxes are delinquent in the amount of \$873.21 plus any interest and penalties. (Parcel 3)
21. Delinquent 2014 real estate taxes. The 2014 tax amount was \$799.91, which includes \$95.04 in miscellaneous charges. They are delinquent in the amount of \$365.43 plus any interest and penalties. (Parcel 3)
22. Delinquent 2014 real estate taxes. The 2014 tax amount was \$1,378.44 and they are delinquent in the amount of \$801.87 plus any interest and penalties; which includes \$736.50 for specials. (Parcel 4)
23. The 2014 real estate taxes being paid on the installment plan. The 2014 tax amount was \$1,290.50, which includes \$157.00 in miscellaneous charges. Said installments are current as of the effective date set forth herein. (Parcel 5)
24. Delinquent 2014 real estate taxes. The 2014 tax amount was \$2,073.42 and they are delinquent in the amount of \$995.46 plus any interest and penalties; which includes \$1,230.65 for specials. (Parcel 6)
25. Mortgage in the original stated principal amount of \$500,000.00  
From (Mortgagor): First Property Development, LLC and Second Property Development, LLC  
To (Mortgagee): North Milwaukee State Bank  
Dated: May 8, 2009  
Recorded: June 2, 2009  
Document No: 09746372 (Encumbers subject parcels and additional real estate)  
  
Said mortgage is further secured by an Assignment of Leases and Rents by and between the parties dated May 8, 2009, and recorded on June 2, 2009, as Document No: 09746373. (Encumbers subject parcels and additional real estate)
26. Circuit Judgment Case No. 11TJ103, docketed on January 25, 2011, against Second Property Development LLC, 743 N. 25th Street, Milwaukee, WI 53233, and in favor of City of Milwaukee, 200 E. Wells Street, Milwaukee,

- WI 53202, in the amount of \$470.00. Grant Frederick Langley, Attorney. (Parcels 2 and 3)
27. Circuit Judgment Case No. 11TJ109, docketed on January 26, 2011, against Second Property Development LLC, 743 N. 25th Street, Milwaukee, WI 53233, and in favor of City of Milwaukee, 200 E. Wells Street, Milwaukee, WI 53202, in the amount of \$1,010.00. Grant Frederick Langley, Attorney. (Parcels 2 and 3)
  28. Circuit Judgment Case No. 11TJ212, docketed on February 28, 2011, against Second Property Development LLC, 743 North 25th Street, Milwaukee, WI 53233, and in favor of City of Milwaukee, 200 E. Wells Street, Milwaukee, WI 53202, in the amount of \$5,710.00. Grant Frederick Langley, Attorney. (Parcels 2 and 3)
  29. Circuit Judgment Case No. 11TJ361, docketed on April 27, 2011, against Second Property Development LLC, 743 North 25th Street, Milwaukee, WI 53233, and in favor of City of Milwaukee, 200 E. Wells Street, Milwaukee, WI 53202, in the amount of \$1,110.00. Grant Frederick Langley, Attorney. (Parcels 2 and 3)
  30. Circuit Judgment Case No. 11TJ482, docketed on June 8, 2011, against Second Property Development LLC, 743 North 25th Street, Milwaukee, WI 53233, and in favor of City of Milwaukee, 200 E. Wells Street, Milwaukee, WI 53202, in the amount of \$3,710.00. Grant Frederick Langley, Attorney. (Parcels 2 and 3)
  31. Circuit Judgment Case No. 11TJ499, docketed on June 10, 2011, against Second Property Development LLC, 743 North 25th Street, Milwaukee, WI 53233, and in favor of City of Milwaukee, 200 E. Wells Street, Milwaukee, WI 53202, in the amount of \$1,010.00. Grant Frederick Langley, Attorney. (Parcels 2 and 3)
  32. Circuit Judgment Case No. 09SC42179, docketed on February 23, 2012, against Second Property Development, LLC, 3306 W. Highland Ave., Milwaukee, WI, and in favor of Cassan Kendrix and Melena S. Torrence, 9086 North 95th Street, Unit A, Milwaukee, WI, in the amount of \$2,075.00. (Parcels 2 and 3)
  33. Circuit Judgment Case No. 12TJ404, docketed on March 1, 2012, against Second Property Development, LLC, 743 North 25th Street, Milwaukee, WI 53233, and in favor of City of Milwaukee, 200 E. Wells Street, Milwaukee, WI 53202, in the amount of \$4,670.00. Grant Frederick Langley, Attorney. (Parcels 2 and 3)
  34. Circuit Judgment Case No. 14TJ233, docketed on January 24, 2014, against Second Property Development LLC, 743 North 25th Street, Milwaukee, WI 53233, and in favor of City of Milwaukee, 200 E. Wells Street, Milwaukee, WI 53202, in the amount of \$1,810.00. Grant Frederick Langley, Attorney. (Parcels 2 and 3)
  35. Circuit Judgment Case No. 14TJ882, docketed on April 14, 2014, against Second Property Development LLC, 743 North 25th Street, Milwaukee, WI 53233, and in favor of City of Milwaukee, 200 E. Wells Street, Milwaukee, WI 53202, in the amount of \$502.00. Grant Frederick Langley, Attorney. (Parcels 2 and 3)
  36. Circuit Judgment Case No. 15TJ150, docketed on January 20, 2015, against First Property Development LLC, 743 North 25th Street, Milwaukee, WI 53233, and in favor of City of Milwaukee, 200 E. Wells Street, Milwaukee, WI 53202, in the amount of \$350.00. Grant Frederick Langley, Attorney. (Parcels 1, 4, 5 and 6)
  37. Circuit Judgment Case No. 11TJ108, docketed on January 26, 2011, against First Property Development LLC, 743 North 25th Street, Milwaukee, WI 53233-1821, and in favor of City of Milwaukee, 200 E. Wells Street, Milwaukee, WI 53202, in the amount of \$3,260.00. Grant Frederick Langley, Attorney. (Parcels 1, 4, 5 and 6)
  38. Circuit Judgment Case No. 13TJ2088, docketed on December 20, 2013, against First Property Development LLC, c/o Elijah Mohammad Rashaed, 743 North 25th Street, Milwaukee, WI 53233-1821, and in favor of City of West Allis, 7525 W. Greenfield Ave., West Allis, WI 53214, in the amount of \$1,010.00. Scott Edward Post, Attorney. (Parcels 1, 4, 5 and 6)

39. Circuit Judgment Case No. 11TJ1061, docketed on June 19, 2012, against First Property Development LLC, 743 North 25th Street, Milwaukee, WI 53233-1821, and in favor of City of Milwaukee, 200 E. Wells Street, Milwaukee, WI 53202, in the amount of \$868.00. Grant Frederick Langley, Attorney. (Parcels 1, 4, 5 and 6)
40. Circuit Judgment Case No. 11TJ1106, docketed on November 2, 2011, against First Property Development LLC, 743 North 25th Street, Milwaukee, WI 53233-1821, and in favor of City of Milwaukee, 200 E. Wells Street, Milwaukee, WI 53202, in the amount of \$1,510.00. Grant Frederick Langley, Attorney. (Parcels 1, 4, 5 and 6)
41. Circuit Judgment Case No. 11TJ495, docketed on June 10, 2011, against First Property Development LLC, 743 North 25th Street, Milwaukee, WI 53233-1821, and in favor of City of Milwaukee, 200 E. Wells Street, Milwaukee, WI 53202, in the amount of \$2,010.00. Grant Frederick Langley, Attorney. (Parcels 1, 4, 5 and 6)
42. Circuit Judgment Case No. 11TJ477, docketed on June 8, 2011, against First Property Development LLC, 743 North 25th Street, Milwaukee, WI 53233-1821, and in favor of City of Milwaukee, 200 E. Wells Street, Milwaukee, WI 53202, in the amount of \$5,610.00. Grant Frederick Langley, Attorney. (Parcels 1, 4, 5 and 6)
43. Circuit Judgment Case No. 11TJ440, docketed on May 24, 2011, against First Property Development LLC, 743 North 25th Street, Milwaukee, WI 53233-1821, and in favor of City of Milwaukee, 200 E. Wells Street, Milwaukee, WI 53202, in the amount of \$710.00. Grant Frederick Langley, Attorney. (Parcels 1, 4, 5 and 6)
44. Circuit Judgment Case No. 11TJ353, docketed on April 27, 2011, against First Property Development LLC, 743 North 25th Street, Milwaukee, WI 53233-1821, and in favor of City of Milwaukee, 200 E. Wells Street, Milwaukee, WI 53202, in the amount of \$2,410.00. Grant Frederick Langley, Attorney. (Parcels 1, 4, 5 and 6)
45. Circuit Judgment Case No. 11TJ202, docketed on February 28, 2011, against First Property Development LLC, 743 North 25th Street, Milwaukee, WI 53233-1821, and in favor of City of Milwaukee, 200 E. Wells Street, Milwaukee, WI 53202, in the amount of \$1,210.00. Grant Frederick Langley, Attorney. (Parcels 1, 4, 5 and 6)
46. Circuit Judgment Case No. 11TJ184, docketed on February 21, 2011, against First Property Development LLC, 743 North 25th Street, Milwaukee, WI 53233-1821, and in favor of City of Milwaukee, 200 E. Wells Street, Milwaukee, WI 53202, in the amount of \$4,010.00. Grant Frederick Langley, Attorney. (Parcels 1, 4, 5 and 6)
47. Circuit Judgment Case No. 11TJ108, docketed on January 26, 2011, against First Property Development LLC, 743 North 25th Street, Milwaukee, WI 53233-1821, and in favor of City of Milwaukee, 200 E. Wells Street, Milwaukee, WI 53202, in the amount of \$3,260.00. Grant Frederick Langley, Attorney. (Parcels 1, 4, 5 and 6)
48. Circuit Judgment Case No. 10TJ1238, docketed on November 24, 2010, against First Property Development LLC, 743 North 25th Street, Milwaukee, WI 53233-1821, and in favor of City of Milwaukee, 200 E. Wells Street, Milwaukee, WI 53202, in the amount of \$390.00. Grant Frederick Langley, Attorney. (Parcels 1, 4, 5 and 6)
49. Circuit Judgment Case No. 12SC21103, docketed on August 24, 2012, against First Property Development LLC, 743 North 25th Street, Milwaukee WI 53233, and in favor of City of Milwaukee, 200 E. Wells Street, Milwaukee, WI 53202, in the amount of \$7,581.05. Kevin Thomas White, Attorney. (Parcels 1, 4, 5 and 6)

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