

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

FILED
10-27-2020

John Barlett
Clerk of Circuit Court

2020CV004216
SUMMONS

Honorable Kevin E.

Martens 27

Court File No. 2020CV004216
Branch 27

Case Class Code: 30404

Mortgage Foreclosure

Anchor Loans, LP
5230 Las Virgenes Rd #105
Calabasas CA 91302

Plaintiff,

vs.

THM Holdings LLC
c/o Heidi Wachowiak
19745 Brenner Court
Brookfield, WI 53045

THM Holdings LLC
3928-3928A East Squire Avenue
Cudahy, WI 53005

Heidi Wachowiak, Individually and as Trustee of the KNB Irrevocable Trust
19745 Brenner Court
Brookfield, WI 53045

1920 WWL Acquisition LLC
c/o Timothy Riesch
1601 East Racine Avenue, Suite 200
Waukesha, WI 53186

Borda Enterprises LLC
c/o David Borda
1720 South 72nd Street
West Allis, WI 53214

David Borda
1720 South 72nd Street
West Allis, WI 53214

Jennifer Borda
1720 South 72nd Street
West Allis, WI 53214

Capital One Bank (USA), N.A.
100 Shockoe Slip, 2nd Floor
Richmond, VA 23219

City of Milwaukee
200 East Wells Street
Milwaukee, WI 53202

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

11-5-20
10:55 PM
[Signature]

CITY OF WEST ALLIS
5 NOV '20 PM 12:56

Wisconsin Electric Power Company
c/o Corporate Creations Network, Inc.
4650 West Spencer Street
Appleton, WI 54914

Wisconsin Gas, LLC
c/o Corporate Creations Network, Inc.
4650 West Spencer Street
Appleton, WI 54914

United States of America
c/o United States Attorney for the Eastern District of Wisconsin
517 East Wisconsin Avenue
Milwaukee, WI 53202

United States of America
950 Pennsylvania Avenue, N.W.
Washington, DC 20530

Unknown Beneficiaries of the KNB Irrevocable Trust
19745 Brenner Court
Brookfield, WI 53045

Unknown Successor Trustee of the KNB Irrevocable Trust
19745 Brenner Court
Brookfield, WI 53045

MTK Investments, LLC
c/o Heidi Wachowiak
19745 Brenner Court
Brookfield, WI 53045

KNB Irrevocable Trust
17145 West Bluemound Road
Suite 157J
Brookfield, WI 53005

KNB Irrevocable Trust
19745 Brenner Court
Brookfield, WI 53045

Unknown Tenants
3928-3928A East Squire Avenue
Cudahy, WI 53110

Defendant(s).

SUMMONS

THE STATE OF WISCONSIN, TO EACH DEFENDANT NAMED ABOVE:

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

Within twenty (20) days of receiving this summons, or within forty five (45) days if the defendant is the State of Wisconsin, or within sixty (60) days if the defendant is the United States of America, you must respond with a written

answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The Court may reject or disregard an answer that does not follow the statutes. The answer must be sent or delivered to the court, whose address is:

Waukesha County Circuit Court
515 W Moreland Blvd
Waukesha, WI 53188

and to the plaintiffs' attorney whose address is:

THE WIRBICKI LAW GROUP LLC
33 W. Monroe St.
Suite 1540
Chicago, IL 60603

You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) day, or within forty five (45) days if the defendant is the State of Wisconsin, or within sixty (60) days if the defendant is the United States of America, the court may grant judgment against you for an 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: October 27, 2020

Respectfully submitted,

Anchor Loans, LP

By /s/ Cory J. Harris, Bar No. 1103868
One of Plaintiff's Attorneys

Christopher J. Irk (Bar No. 1101191)
Cory J. Harris (Bar No. 1103868)
The Wirbicki Law Group LLC
Attorney for Plaintiff
33 W. Monroe St., Suite 1540
Chicago, IL 60603
Phone: 855-891-6777
WN20-0018
pleadings.wi@wirbickilaw.com

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE

Anchor Loans, LP vs. THM Holdings LLC et al

**Electronic Filing
Notice**

Case No. 2020CV004216

Class Code: Foreclosure of Mortgage

FILED

10-27-2020

John Barrett

Clerk of Circuit Court

2020CV004216

Honorable Kevin E.

Martens-27

Branch 27

JENNIFER BORDA
1720 SOUTH 72ND STREET
MILWAUKEE WI 53214

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You may also register as an electronic party by following the instructions found at <http://efiling.wicourts.gov/> and may withdraw as an electronic party at any time. There is a \$20.00 fee to register as an electronic party.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: f27f33

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Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 414-278-4120.

Milwaukee County Circuit Court
Date: October 27, 2020

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

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Branch 27

WISCONSIN ELECTRIC POWER COMPANY
4650 WEST SPENCER STREET
APPLETON WI 54914

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HEIDI WACHOWIAK
19745 BRENNER COURT
BROOKFIELD WI 53045

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MTK INVESTMENTS, LLC
19745 BRENNER COURT
BROOKFIELD WI 53045

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CITY OF MILWAUKEE
200 EAST WELLS STREET
MILWAUKEE WI 53202

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WISCONSIN GAS, LLC
4650 WEST SPENCER STREET
APPLETON WI 54914

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KNB IRREVOCABLE TRUST
SUITE 157J
17145 WEST BLUEMOUND ROAD
BROOKFIELD WI 53005

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Clerk of Circuit Court

2020CV004216

Honorable Kevin E.

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Branch 27

UNKNOWN TENANTS
3928-3928A EAST SQUIRE AVENUE
CUDAHY WI 53110

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UNKNOWN SUCCESSOR TRUSTEE OF THE KNB IRREVOCABLE T...
19745 BRENNER COURT
BROOKFIELD WI 53045

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DAVID BORDA
1720 SOUTH 72ND STREET
MILWAUKEE WI 53214

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UNITED STATES OF AMERICA
517 EAST WISCONSIN AVENUE
MILWAUKEE WI 53202

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1920 WWL ACQUISITION LLC
SUITE 200
1601 EAST RACINE AVENUE
WAUKESHA WI 53186

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Date: October 27, 2020

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

Anchor Loans, LP vs. THM Holdings LLC et al

**Electronic Filing
Notice**Case No. 2020CV004216
Class Code: Foreclosure of Mortgage**FILED**

10-27-2020

John Barrett

Clerk of Circuit Court

2020CV004216

Honorable Kevin E.

Martens-27

Branch 27

UNKNOWN BENEFICIARIES OF THE KNB IRREVOCABLE TRUST
19745 BRENNER COURT
BROOKFIELD WI 53045

Case number 2020CV004216 was electronically filed with/converted by the Milwaukee County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

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If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: f27f33

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 414-278-4120.

Milwaukee County Circuit Court
Date: October 27, 2020

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CITY OF WEST ALLIS
7525 WEST GREENFIELD AVENUE
MILWAUKEE WI 53214

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CAPITAL ONE BANK (USA), N.A.
2ND FLOOR
100 SHOCKOE SLIP
RICHMOND VA 23219

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BORDA ENTERPRISES LLC
1720 SOUTH 72ND STREET
MILWAUKEE WI 53214

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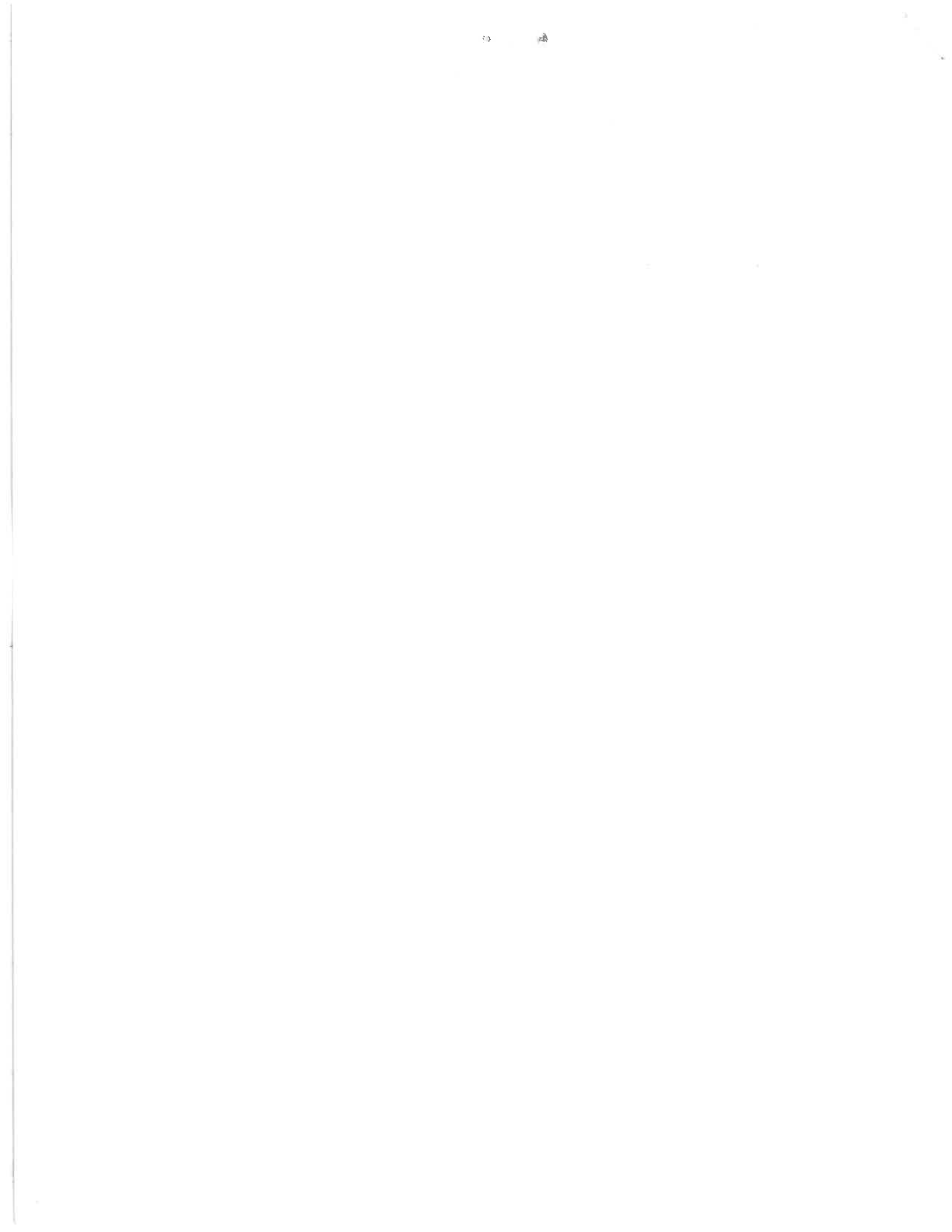
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If you have questions regarding this notice, please contact the Clerk of Circuit Court at 414-278-4120.

Milwaukee County Circuit Court
Date: October 27, 2020



Foreclosure Mediation Request Form

Within 20 days from the date you received the foreclosure Summons, complete this Request Form and return it to the Foreclosure Mediation Program Administration by:



Mail: P.O. Box 633, Milwaukee, WI 53201
Email: apply@mediatewisconsin.com
Fax: (414) 939-8803
Contact us with any questions at:
Phone: (414) 939-8800 or **Toll Free:** (877) 721-6262

Name of all Homeowner(s) (who has title):	
Name of all Borrower(s) (who signed the loan):	
Full property address (Street/City/State/ZIP):	
Name of County where this home is located:	
Mailing address (if different):	
Number of units you own at property location:	
Email address:	
We prefer to use e-mail as our main way to contact you. Is that acceptable? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Cell Phone:	Alternate Phone:
Best phone to reach you during the day? <input type="checkbox"/> Cell <input type="checkbox"/> Alternate	
Name of Lender/Plaintiff in your case:	
Name of Servicer (you make your mortgage payment to them):	
Case Number (located on your Summons): 20 CV	
Date you received the Summons and Complaint:	
Is this property your primary residence? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Do you own the property? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Did you sign the Mortgage Note? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Have you started a bankruptcy that is still ongoing? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, BK Case Number:	
Does an attorney represent you for your foreclosure? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, name & email address:	
Have you met with a housing counselor? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, with whom have you met?	
If English is not your primary language, will you bring an interpreter to the mediation? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Have you received a prior loan modification for this property? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Continued on page 2

Rev. 9/1/2018

What is your annual household income?

Female Head of Household? Yes No

What is the number of people living in your household?

What is your Race? African American/Black American Indian/Alaskan Native Asian Native Hawaiian / Pacific Islander White

What is your Ethnicity? Hispanic or Latino Not Hispanic or Latino

How did you hear about the Foreclosure Mediation Program?

- Colored forms attached to summons (pink, yellow or green)
- Take Root Milwaukee Hotline
- Website (which one):
- Housing Counselor (Name):
- Other (please explain):

Authorization for Research and Evaluation. The Metro Milwaukee Foreclosure Mediation Program & the Wisconsin Foreclosure Mediation Network are administered by Metro Milwaukee Mediation Services, Inc. (MMMS). The Program will share your contact or financial information only with program partners, such as your HUD certified housing counselor, your attorney, or your lender's representatives. We also compile anonymous aggregate case file or results information for evaluating our services, gathering valuable research information, designing future programs and engaging in academic research, analysis and publication.

I consent to the use of my information for these purposes. I also authorize my servicer to disclose all information and supply any documents that relate to the loan which is described in this Request to the Mediation Program through the Program-designated online Portal.

I also certify that I am the owner and mortgagor of the property that is subject to this foreclosure action.

Property Owner's Signature

Date

Property Owner's Signature

Date

PLEASE NOTE: You are not "in mediation" until you have completed all three steps below. Once you have fully completed all three steps, you will be considered "in mediation."

Step 1:

Within 20 days from the date you were served with the foreclosure summons and complaint, complete the attached Request form and return it to the Foreclosure Mediation Program Administration:

Mail: P.O. Box 633, Milwaukee, WI 53201
Email: apply@mediatewisconsin.com
Fax: (414) 939-8803

Contact us with questions at:
Phone: (414) 939-8800 / **Toll Free:** (877) 721-6262

If you are deemed eligible for mediation, you will receive the name of your housing counselor or documents specialist within two (2) business days.

Step 2:

Call and meet with your assigned housing counselor or documents specialist and to put together a complete financial package.

Promptly collect and deliver to them all of the items they request. This step is critical.

This should be done within two (2) weeks or sooner.

Step 3:

Pay the Program fee of **\$100 (for Milwaukee County properties only)**, or

\$200 (for properties in Ashland, Dane, Dodge, Marathon, Portage, Sauk, Waukesha & Wood Counties, or any other county MMMS administers)

by check, money order to MMMS or to make a credit/debit card payment call (414) 939-8800 or call toll free at (877) 721-6262.

Please contact us to discuss installment payments, if needed.

Foreclosure Mediation Program

Notice of Availability of Mediation

What is the foreclosure mediation program?

Your county's Foreclosure Mediation Program (the Program) is administered by Metro Milwaukee Mediation Services, Inc. (MMMS) and is part of the Wisconsin Foreclosure Mediation Network (WFMN). This Program has the support of your County Circuit Court.

The Program is available to assist homeowners facing a mortgage foreclosure action filed in County Circuit Court. Mediation is a confidential and voluntary process where you and the lender seeking to foreclose on your home may discuss ways to resolve your foreclosure case, including reinstatement of the loan and possible modification of the loan terms.

The Program is available to parties to a first or second mortgage foreclosure action involving a one-to-four family residential property. You need not reside in the property, but you may not own more than four other rental properties. In addition, the action must be pending in County Circuit Court. Vacation properties or "seasonal homes" are not eligible, nor are homes under bankruptcy protection.

How does the homeowner request foreclosure mediation?

Along with this notice, you have received the Mediation Request Form. This form is also available through your local Clerk of Circuit Courts website and at <http://MediateWisconsin.com>. You should complete and send your request form to the program within 20 days of receiving the summons, but if that date has passed, you can still make a late request, as mediation might still be a possibility.

Within two business days of receiving the Mediation Request Form, the Program Administrator will refer a housing counseling agency or documents specialist to you via mail or email. Your second step is to contact your housing counselor or documents specialist to set up a meeting for compiling a complete loan modification application. Once complete, the housing counselor or documents specialist sends the loan modification application directly to the Program Administrator. Your third step is to pay the Program fee by mailing your check or money order to MMMS at P.O. Box 633, Milwaukee, WI 53201 or by calling our office at 414-939-8800 or toll-free at 877-721-6262 with your credit card payment.

After you have completed all three mediation request steps, the Program Administrator will notify your lender to request their participation, seeking a response within 10 business days. Your Lender's non-refundable mediation fee of \$300 is due at the time of their consent.

Is participation in mediation required?

Participation is voluntary for the homeowner/borrower and lender. Sometimes, lenders will choose not to participate in mediation, particularly when prior refinances/modifications didn't work out.

While entry into the Foreclosure Mediation Program is voluntary for both parties, by consenting, the parties agree to abide by the process set forth in the court's local rules.

If the Lender declines the invitation to mediate, the Program Administrator will refund all but \$50 of your mediation application fee. The \$50 is non-refundable and used to off-set program administrative costs. If the Lender agrees to mediate, the entire fee is non-refundable.

How can the Housing Counselor help?

To increase the chance of success at mediation, you are matched with a housing counselor or documents specialist in your area. Housing Counselors are specially trained and certified to go over financial information with you, and to discuss programs that may be available to avoid foreclosure. Documents Specialists are specially trained to help you compile the forms and documentation necessary to submit a complete financial documents package to your mortgage servicer. If you do not take this step, the mediation cannot proceed.

What does mediation cost?

There is no cost to request mediation or to work with a housing counselor/documents specialist. You and your lender must each pay a non-refundable Program fee before the case can be scheduled for mediation. The homeowner fee for cases involving Milwaukee County properties is \$100 and for all other counties administered by MMMS, the fee is \$200. The Lender fee for all cases administered by MMMS is \$300. To make your payment you may mail a check or money order to MMMS, P.O. Box 633, Milwaukee, WI 53201. You may also pay with credit or debit card by phone at 414-939-8800 or toll-free at 877-721-6262.

Does the foreclosure stop during the mediation process?

Even after applying for mediation, you are required to comply with all mandatory deadlines set by the court, including the time to answer the Complaint. Please read the Summons and Complaint *carefully* and make sure you understand your rights and the time-period for filing an Answer or Responsive Pleading. If you do not file an Answer or Responsive Pleading, the court may grant judgment against you and you may lose your right to object to anything that you disagree with in the Complaint.

Do you need a lawyer to participate in the mediation program?

While everyone is always strongly encouraged to consult with an attorney, you are not required to be represented by an attorney.

You may contact the statewide Lawyer Referral and Information Service at (800) 362-9082 to obtain the names of attorneys who may be able to assist you. You may also try the following legal aid organizations based on geographic area: Wisconsin Judicare at (715) 842-1681; Legal Aid Society of Milwaukee at (414) 727-5300, and Legal Action of Wisconsin at (800) 236-1127. Income restrictions may apply.

If you are working with a lawyer, please notify the Program Administrator of their name and contact information.

Who must attend the mediation session?

The mediation session must be attended in person by all homeowners who signed the note. All attorneys must also attend in person or by video conference, if available. The loan servicer will attend by telephone. Either party may have other support persons such as attorneys, loan officers and tax advisers attend or available by phone.

Where can I find additional foreclosure resources?

More information on resources for homeowners facing foreclosure is available at www.MediateWisconsin.com.

The Foreclosure Mediation Program

Process Description

A. Goal. The Foreclosure Mediation Program (the Program) is administered by Metro Milwaukee Mediation Services (MMMS) and is patterned after the Wisconsin Foreclosure Mediation Network (WFMN) Model. The goal of the Program is to assist parties in determining, within a reasonable timeframe, whether foreclosure can be avoided by an alternate mutually agreeable arrangement, such as a loan modification or repayment plan, or to allow for a graceful exit from the property. The Program seeks to achieve this goal by structuring the collection and exchange of information to prepare the parties for their mediation session. The neutral and impartial mediator then guides and summarizes the communications so that parties gain a complete and clear understanding of any options that may exist, or the reasons retention options are not available.

B. Eligibility. The Program is available to parties to a first or second mortgage foreclosure action involving a one-to-four family residential property. The homeowner need not reside in the property, but they may not own more than four other rental properties. This is consistent with the eligibility criteria established by the U.S. Treasury's Making Homes Affordable loan modification program. In addition, the action must be pending in a participating county. Vacation properties or "seasonal homes" are not eligible, nor are homes subject to bankruptcy protection.

C. Request/Consent Process:

1. Mediation Request Form. To initiate the mediation process, either party may make a request. The homeowner's request must utilize the "Mediation Request Form." Within two business days of receiving the Request Form, the Program Administrator will refer a housing counseling agency/documents specialist to the homeowner by mail or email. The homeowner's second step is to contact the housing counselor/documents specialist to set up a meeting for compiling a complete financial package. Once complete, the housing counselor/documents specialist sends the package directly to the Program Administrator. The homeowner's third step is to pay the application fee by check (\$100

for Milwaukee County/\$200 for all other counties administered by MMMS), money order or credit/debit card payment.

If the homeowner does not complete all three steps within 60 days from receipt of the Mediation Request Form, in the absence of extenuating circumstances, the application will be deemed inactive.

2. Lender's Consent. After the homeowner has completed all three application steps, the Program Administrator will notify Lender's counsel and request Lender's participation, seeking a response within 10 business days. Lender's non-refundable fee of \$300 is due at the time of consent. If no response is received within 30 days, the Program Administrator will notify the Court that Lender has not responded and will close the mediation.

D. Mediation Preparation/Document Exchange:

1. On-line Portal. By consenting, Lender agrees to utilize an Administrator-selected secure internet-based portal to:

- a. Post the lender required loan modification application forms and requirements,
- b. Receive the homeowner's loan modification package documents and
- c. Exchange messages about any outstanding documents or information.

2. Initial Submission of Loan Modification Request Packet ("Financial Package"). Within 2 business days of lender's consent, the Program Administrator will send the homeowner's financial package to the lender, either through the Portal or lender's counsel.

3. Notice of Deficient Package and (Lender's Confidential Loan Data Sheet). Within 5 business days after receipt of homeowner's initial submission of information, Lender shall:

- a. Notify the Program Administrator of any known deficiencies, including any missing information or documentation required for the loan modification application to be complete.

4. Supplemental Submission. Within 10 days from the date of the Lender's notification of deficiencies in the financial package, homeowner shall submit supplemental information or documents. This deadline may be extended for compelling circumstances beyond the homeowner's control.

5. Notice of Commencement of Review Period. When no outstanding Lender requests for information or documents remain, the Program Administrator will send a Notice to the Court advising that:

- a. The Homeowner has delivered to Lender, via Program Administrator, a completed application for a loan modification;
- b. Lender is reviewing the application for alternatives to foreclosure; and
- c. The next scheduled mediation activity.

E. Mediation Session

1. Assignment of Mediator. At the time of the Initial Submission, the Program Administrator will assign a trained neutral and impartial mediator, who will utilize the facilitative style of mediation, refraining from directing or advising the parties, and will abide by the Uniform Model Standards of Mediator Conduct.

2. Attendance by Parties with Authority. By consenting, Lender agrees to designate a representative with knowledge of all of the Lender's loss mitigation programs either with full authority to make a determination on the homeowner's request or access to persons having such authority. Such representative may appear via video or teleconference. All attorneys will appear in person or via videoconference (if such accommodations are available). Absent prior arrangements, all mortgagors and the mediator must be present at the mediation session. If subsequent mediation sessions are scheduled, all appearance may be by teleconference.

3. Confidentiality and Privilege. All communications made by the parties, attorneys and other participants at or in connection with the mediation shall be privileged and not reported, recorded or placed into evidence, or

made known to the Court or construed for any purposes to be an admission. The Mediator will keep confidential all statements made during the mediation session and will report to the Court only the results of the mediation or the procedural status of the mediation case.

4. Scope of Subject Matter. The mediation session may include negotiation of a modification of the homeowner's loan, whether by new payment terms, reduction or forgiveness in principal, interest, escrow shortage or advanced costs, surrender or sale of the mortgaged property or otherwise. Disputes of the amount due, application of payments, or other claims are within the scope of mediation only if both parties expressly make such election.

5. Close of Mediation. The Mediator shall cause the mediation process to conclude when:

- a. The homeowner has withdrawn from the mediation process,
- b. The Lender has reached a determination about the Homeowner's eligibility for a loan modification and the Homeowner has been afforded an opportunity to discuss the determination during a mediation session, or
- c. The Homeowner has failed, after 10 business days, to supply information or documents identified as outstanding by the Lender and the Lender has requested that mediation be closed.

The Program Administrator shall send to the Court a Final Mediation Report no later than 10 days after the conclusion of the mediation.

**Foreclosure Mediation Program
Administration
P.O. Box 633
Milwaukee, WI 53201**

**(414) 939-8800 (phone)
(877) 721-6262 (toll free)
(414) 939-8803 (fax)**

apply@mediatewisconsin.com
www.mediatewisconsin.com

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

Anchor Loans, LP
5230 Las Virgenes Rd #105
Calabasas CA 91302

**SECOND AMENDED
COMPLAINT**

Plaintiff,

Court File No. 2020CV004216

vs.

Case Class Code: 30404

Mortgage Foreclosure

THM Holdings LLC
c/o Heidi Wachowiak
19745 Brenner Court
Brookfield, WI 53045

THM Holdings LLC
3928-3928A East Squire Avenue
Cudahy, WI 53005

Heidi Wachowiak, Individually and as Trustee of the KNB Irrevocable Trust
19745 Brenner Court
Brookfield, WI 53045

1920 WWL Acquisition LLC
c/o Timothy Riesch
1601 East Racine Avenue, Suite 200
Waukesha, WI 53186

Borda Enterprises LLC
c/o David Borda
1720 South 72nd Street
West Allis, WI 53214

David Borda
1720 South 72nd Street
West Allis, WI 53214

Jennifer Borda
1720 South 72nd Street
West Allis, WI 53214

Capital One Bank (USA), N.A.
100 Shockoe Slip, 2nd Floor
Richmond, VA 23219

City of Milwaukee
200 East Wells Street
Milwaukee, WI 53202

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

Wisconsin Electric Power Company
c/o Corporate Creations Network, Inc.
4650 West Spencer Street
Appleton, WI 54914

Wisconsin Gas, LLC
c/o Corporate Creations Network, Inc.
4650 West Spencer Street
Appleton, WI 54914

United States of America
c/o United States Attorney for the Eastern District of Wisconsin
517 East Wisconsin Avenue
Milwaukee, WI 53202

United States of America
950 Pennsylvania Avenue, N.W.
Washington, DC 20530

Unknown Beneficiaries of the KNB Irrevocable Trust
19745 Brenner Court
Brookfield, WI 53045

Unknown Successor Trustee of the KNB Irrevocable Trust
19745 Brenner Court
Brookfield, WI 53045

MTK Investments, LLC
c/o Heidi Wachowiak
19745 Brenner Court
Brookfield, WI 53045

KNB Irrevocable Trust
17145 West Bluemound Road
Suite 157J
Brookfield, WI 53005

KNB Irrevocable Trust
19745 Brenner Court
Brookfield, WI 53045

Unknown Tenants
3928-3928A East Squire Avenue
Cudahy, WI 53110

Defendant(s).

SECOND AMENDED COMPLAINT TO FORECLOSE MORTGAGE AND OTHER RELIEF

The Plaintiff, by its attorney, The Wirbicki Law Group LLC, pleads as follows:

COUNT I – FORECLOSURE OF MORTGAGE

1. The plaintiff is the current owner and holder of a certain note and recorded mortgage on real estate

located in this county, a true copy of the mortgage, assignments of mortgage (if any) and note are attached to this complaint as Exhibit A and incorporated by reference.

2. That THM Holdings LLC, is a Limited Liability Company, who upon information and belief, has a principal office at 12970 West Bluemond Road, Suite 103, Elm Grove, WI 53122-2607 and shall hereinafter be referred to as "mortgagor(s)."

3. That Unknown Tenants is a party to this action by virtue of any leasehold interest this person may have in the subject property.

4. On or about May 2, 2018, for value mortgagor(s) executed and delivered a note in writing dated that date and thereby promised to pay interest on the principal balance of \$150,000.00 payable in accordance with the terms and provisions of said note. That note is currently owned and held by the plaintiff.

5. That to secure the note referred to in the preceding paragraph, the mortgagor(s) duly executed a mortgage dated May 2, 2018, which mortgage was recorded on May 9, 2018 as document number 10775086. The Mortgage was assigned from Anchor Loans, LP to Anchor Assets V, LLC through an Assignment of Mortgage recorded on May 25, 2018 as Document No. 10779828 in the office of the Recorder of Milwaukee County, Wisconsin. Subsequently, the Mortgage was assigned to Anchor Assets XII, LLC through an Assignment of Mortgage recorded on January 29, 2019 as Document No. 10844276 in the office of the Recorder of Milwaukee County, Wisconsin. Subsequently, the Mortgage was assigned to Plaintiff through an Assignment of Mortgage recorded on April 29, 2020 as Document No. 10973410 in the office of the Recorder of Milwaukee County, Wisconsin.

6. The Mortgage grants Plaintiff a lien against the premises as described in the Mortgage (the property).

7. Defendant United States of America, by virtue of a Federal Tax Lien in the amount of \$31,008.19 against Heidi Wachowiak, dated April 12, 2018, and recorded April 24, 2018, in the office of the Register of Deeds of Waukesha County, Wisconsin, as Document No. 4335636.

8. Defendant United States of America, by virtue of a Federal Tax Lien in the amount of \$63,014.48 against Heidi Wachowiak, dated September 17, 2018, and recorded September 17, 2018, in the office of the Register of Deeds of Waukesha County, Wisconsin, as Document No. 4361231.

9. Defendant United States of America, by virtue of a Federal Tax Lien in the amount of \$94,142.67 against WTS Homes LLC, Alter Ego of Heidi Wachowiak, dated September 19, 2018, and recorded September 19, 2018, in the office of the Register of Deeds of Waukesha County, Wisconsin, as Document No. 4361744.

10. Defendant United States of America, by virtue of a Federal Tax Lien in the amount of \$94,142.67 against M&N Asset Management LLC, Alter Ego of Heidi Wachowiak, dated September 19, 2018, and recorded September 19, 2018, in the office of the Register of Deeds of Waukesha County, Wisconsin, as Document No. 4361745.

11. Defendant United States of America, by virtue of a Federal Tax Lien in the amount of \$94,142.67 against BFD Homes LLC, Alter Ego of Heidi Wachowiak, dated September 19, 2018, and recorded September 19, 2018, in the office of the Register of Deeds of Waukesha County, Wisconsin, as Document No. 4361746.

12. Defendant United States of America, by virtue of a Federal Tax Lien in the amount of \$94,142.67 against FLP Homes LLC, Alter Ego of Heidi Wachowiak, dated September 19, 2018, and recorded September 19,

2018, in the office of the Register of Deeds of Waukesha County, Wisconsin, as Document No. 4361747.

13. Defendant United States of America, by virtue of a Federal Tax Lien in the amount of \$94,082.67 against Heidi Wachowiak, dated May 16, 2018, and recorded May 30, 2018, in the office of the Register of Deeds of Milwaukee County, Wisconsin, as Document No. 10780572.

14. Defendant United States of America, by virtue of a Federal Tax Lien in the amount of \$63,014.48 against Heidi Wachowiak, dated September 14, 2018, and recorded September 17, 2018, in the office of the Register of Deeds of Milwaukee County, Wisconsin, as Document No. 10812168.

15. Defendant United States of America, by virtue of a Federal Tax Lien in the amount of \$94,142.67 against WTS Homes, LLC, Alter Ego of Heidi Wachowiak, dated September 20, 2018, and recorded September 21, 2018, in the office of the Register of Deeds of Milwaukee County, Wisconsin, as Document No. 10813620.

16. KNB Irrevocable Trust is joined as a defendant is joined as a defendant individually. Defendant KNB Irrevocable Trust has also been named by virtue of any and all other claims and/or interest it may have or that may become lien(s) against the Property.

17. Heidi Wachowiak, as Trustee of the KNB Irrevocable Trust is joined as a defendant. Defendant Heidi Wachowiak, as Trustee of the KNB Irrevocable Trust has also been named by virtue of any and all other claims and/or interest he/she may have or that may become lien(s) against the Property.

18. Unknown Beneficiaries of the KNB Irrevocable Trust is joined as a defendant individually. Defendant Unknown Beneficiaries of the KNB Irrevocable Trust has also been named by virtue of any and all other claims and/or interest he/she may have or that may become lien(s) against the Property.

19. Unknown Successor Trustee of the KNB Irrevocable Trust is joined as a defendant individually. Defendant Unknown Successor Trustee of the KNB Irrevocable Trust has also been named by virtue of any and all other claims and/or interest he/she may have or that may become lien(s) against the Property.

20. MTK Investments, LLC is joined as the current owner of the Property. Defendant MTK Investments, LLC has also been named by virtue of any and all other claims and/or interest he/she may have or that may become lien(s) against the Property.

21. Capital One Bank (USA), N.A. is joined as a defendant, pursuant to a judgment entered on August 20, 2010 in the amount of \$1,860.38 in case number 2010SC016801 in Waukesha County, Wisconsin.

22. City of Milwaukee is joined as a defendant, pursuant to a judgment entered on June 14, 2018 in the amount of \$690.00 in case number 2018TJ000693 in Milwaukee County, Wisconsin.

23. Borda Enterprises LLC is joined as a defendant, pursuant to a judgment entered on March 14, 2018 in the amount of \$1,037.51 in case number 2018CL000037 in Milwaukee County, Wisconsin.

24. Wisconsin Electric Power Company and Wisconsin Gas, LLC is joined as a defendant, pursuant to a judgment entered on February 11, 2019 in the amount of \$69,064.79 in case number 2018CV007054 in Milwaukee County, Wisconsin.

25. David Borda and Jennifer Borda is joined as a defendant, pursuant to a judgment entered on March 5, 2019 in the amount of \$2,611.00 in case number 2018SC034741 in Milwaukee County, Wisconsin.

26. City of Milwaukee is joined as a defendant, pursuant to a judgment entered on April 25, 2019 in the

amount of \$2,640.00 in case number 2019TJ000504 in Milwaukee County, Wisconsin.

27. Borda Enterprises, LLC, David Borda and Jennifer Borda is joined as a defendant, pursuant to a judgment entered on March 8, 2018 in the amount of \$1,170.00 in case number 2018CL000033 in Waukesha County, Wisconsin.

28. 1920 WWL Acquisition LLC is joined as a defendant, pursuant to a judgment entered on June 3, 2020 in the amount of \$24,074.67 in case number 2019CV003304 in Milwaukee County, Wisconsin.

29. City of West Allis is joined as a defendant, pursuant to a judgment entered on September 9, 2020 in the amount of \$5,010.00 in case number 2020TJ000431 in Milwaukee County, Wisconsin.

30. These Defendants' liens, if any, are junior, subordinate, and subject to the Plaintiff's lien on the Mortgaged Premises.

31. The mortgagor has failed to make payments when due and the subject loan has been accelerated. The current unpaid principal balance is \$150,000.00, plus accrued interest, court costs, title costs and plaintiff's attorney fees. The per diem rate of interest on this loan is \$70.83. The subject loan matured January 1, 2020 and is in default for non-payment of the principal balance owed on January 1, 2020, plus interest and other charges pursuant to the subject mortgage and note.

32. Defendant, THM Holdings LLC, also defaulted on the terms of the Mortgage, pursuant to paragraph 1.07 set forth therein, when it transferred the subject Property to the former owner, KNB Irrevocable Trust, and current owner, MTK Investments LLC, without the prior written consent of Plaintiff.

33. The plaintiff has declared the note and mortgage immediately due and payable by reason of the default of the mortgagor(s) in the payments required by the note and has directed foreclosure proceedings be instituted against these defendants.

34. The property is known as 3928-3928A East Squire Avenue, Cudahy, WI 53110. The legal description of the property is described on attached Mortgage Exhibit A.

35. Plaintiff is also allowed to recover fees and costs incurred in servicing the loan including those of collection and foreclosure, including reasonable attorney's fees.

36. Plaintiff has satisfied all of the conditions precedent to foreclosure as required by the Note and Mortgage or applicable law.

37. The Mortgaged Premises consists of a lot with a single family residence, which upon information and belief is homestead property and has not been abandoned, and which cannot be sold in part or parcel without injury to the rights of the parties thereto.

38. Upon application of Plaintiff, a receiver should be appointed as provided in the terms of the Mortgage.

39. No proceedings have been had at law or otherwise for the recovery of the sums due under the Note and secured by the Mortgage, except the present action.

40. Plaintiff requests a personal judgment for a deficiency that may remain due the Plaintiff after sale of the mortgaged premises against every party who is personally liable for the debt secured by the mortgage pursuant to Section 846.04 of the Wisconsin Statutes.

41. Defendants waived their right to redemption pursuant to paragraph 3.04 of the subject mortgage. As

such, Plaintiff elects for a waiver of redemption as authorized by the Mortgage.

42. Names of defendants claimed to be liable for deficiency, if any: THM Holdings LLC.

WHEREFORE, Plaintiff requests the following relief:

- (a) Judgment of foreclosure and sale of the Mortgaged Premises;
- (b) That the Court determine the amounts due the Plaintiff from the Borrowers for principal, interest, taxes, insurance, costs of suit and attorney's fees be determined;
- (c) That the defendants and all persons claiming under them be barred and foreclosed of all claim, right and equity of redemption of the Mortgaged Premises, except the right to redeem the same before sale as provided by law;
- (d) That the judgment provide that all right, title and interest which the defendants and all persons claiming under them have in the Mortgaged Premises be declared to be subsequent, subordinate, and subject to the Mortgage of the Plaintiff;
- (e) That the judgment provide that the Mortgaged Premises be sold for payment of the amount due to the Plaintiff, together with interest, reasonable attorney fees and costs, costs of sale and any advances made for the benefit and preservation of the premises until confirmation of sale;
- (f) That the judgment provide that the proceeds realized from the sale of the Mortgaged Premises be applied to discharge the debt, advances, fees and costs adjudged to be due to the Plaintiff;
- (g) That the surplus, if any, be paid into the Court to abide the further order of this Court;
- (h) That the defendants and all persons with claims under them be enjoined from committing waste or otherwise doing any act that may impair the value of the Mortgaged Premises from the date of judgment until sale and confirmation;
- (i) That upon application to the Court by Plaintiff, a receiver be appointed with power to collect rent and profits arising out of the Mortgaged Premises during the pendency of this action until the sale; and,
- (j) A personal judgment for any deficiency remaining after applying the proceeds of sale to the amount due pursuant to Section 846.04 of the Wisconsin Statutes, if sought; and
- (k) A waiver of redemption as authorized by the Mortgage; and
- (l) That the Plaintiff has such other further judgment, order, or relief as may be considered just and equitable.

COUNT II - ACTION OF GUARANTY

1. Plaintiff repeats and realleges its allegations of Paragraphs 1 through 42 of Count I as and for its allegations of Count II.
2. On May 2, 2018, for valuable consideration, Defendant, Heidi Wachowiak executed her Personal Guaranty attached as Exhibit B of this Complaint whereby she unconditionally guaranteed to Plaintiff the Full and prompt payment of all principal, interest, late charges, reasonable attorney's fees and all other sums payable by Defendant, THM Holdings LLC under the Note attached as Exhibit A of this Complaint.
3. Defendant, THM Holdings LLC has defaulted on the Note as of January 1, 2020.
4. By reason thereof, Defendant, Heidi Wachowiak has become liable under the Guaranty for all sums due Plaintiff.

WHEREFORE, Plaintiff prays for Judgment against Defendant, Heidi Wachowiak in the principal sum of \$150,000.00, plus accrued interest, court costs, reasonable attorney's fees, and all additional sums due under the Note, and for such additional relief as this Court deems just.

Dated: October 27, 2020

Respectfully submitted,

Anchor Loans, LP

By /s/ Cory J. Harris, Bar No. 1103868
One of Plaintiff's Attorneys

Christopher J. Irk (Bar No. 1101191)
Cory J. Harris (Bar No. 1103868)
The Wirbicki Law Group LLC
Attorney for Plaintiff
33 W. Monroe St., Suite 1540
Chicago, IL 60603
Phone: 855-891-6777
WN20-0018
pleadings.wi@wirbickilaw.com

Exhibit A

NOTE SECURED BY MORTGAGE

Loan Number: [REDACTED]

Date: Wednesday, May 02, 2018

Calabasas, California

3928-3928A East Squire Avenue, Cudahy, WI 53005

Property Address

1. BORROWER'S PROMISE TO PAY

In return for a loan that the undersigned has received, Borrower promises to pay U.S. \$150,000.00, or so much thereof as shall have been advanced, (this amount will be called "principal"), plus interest, to the order of ANCHOR LOANS, LP, a Delaware Limited Partnership, as to an undivided 100.000% interest equal to \$150,000.00 (who will be called "Lender"). Borrower understands that the Lender may transfer this Note in whole or in part. The Lender or anyone else who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder(s)."

2. INTEREST

Borrower will pay interest at a yearly rate as described in paragraph 3 below. Interest shall be calculated based upon a 360 day year and, when less than one month's period, charged for the actual number of days elapsed.

Interest commences on May 03, 2018 and, if paragraph 3 reflects more than one interest rate during the loan term, the rate will change on the date which is one (1) calendar month before each Payment Start Date.

Interest will be charged on unpaid principal until the full amount of principal has been paid.

Borrower also agrees to pay interest at the rate described in paragraph 3 below on the prepaid finance charges which are a part of the principal amount disbursed at the close of escrow of this loan.

3. PAYMENTS

Borrower payments are Interest Only Fully Amortized Other

Borrower will make its payments on the first day of each month as follows:

Number of Payments	Payment Start Dates	Interest Rates	Payment Amounts
10	Starting July 01, 2018	11.000%	\$1,375.00
1	Starting May 01, 2019	11.000%	\$151,420.83

Borrower will make these payments until Borrower has paid all of the principal and interest and any other charges that Borrower may owe under this Note. If on May 01, 2019 (the "Due Date") Borrower still owes amounts under this Note (balloon balance), Borrower will pay all those amounts, in full, on that date.

Borrower will make payments payable to Anchor Loans, LP, 5230 Las Virgenes Road, Suite 105, Calabasas, CA 91302 ("Servicing Agent"), or at a different place, if Borrower is notified by the Note Holder or the Agent for the Note Holder.

All payments made by the maker of this Note shall be applied first to any charges and expenses other than interest (including, without limitation, late charges and fees), then to accrued unpaid interest and then to principal. Note Holder shall have the right to apply any payment to the repayment of amounts advanced by the Note Holder for protective advances, expenses, or Impounds. The Note Holder shall have the right to apply payments, as described in the foregoing sentence, in its sole discretion and without regard for any specific payment designation made by any party delivering payment to the Note Holder on Borrower's behalf.

4. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) **Late Charge for Overdue Payments.** If Note Holder fails to receive any payments of interest or principal within ten (10) days after the date the same is due and payable, a late charge to compensate Note Holder for damages Note Holder will suffer as a result shall be immediately due and payable. Borrower acknowledges and agrees that a default in making the payments agreed to be paid when due will result in Note Holder's incurring additional expenses in servicing the loan, including, but not limited to sending out notices of delinquency, computing interest, and segregating the delinquent sums from not delinquent sums on all accounting, loan and data processing records, in loss to Note Holder of the use of the money due, and in frustration to Note Holder in meeting its other financial commitments. Borrower acknowledges and agrees that if for any reason Borrower fails to pay any amounts due under this Note so that Note Holder fails to receive such payments within ten (10) days after the same are due and payable, Note Holder shall be entitled to damages for the detriment caused thereby, but that it is extremely difficult and impractical to ascertain the extent of such damages. Borrower therefore agrees that a sum equal to 10.00% of each payment that becomes delinquent ten (10) days after its due date is a reasonable estimate of the fair average compensation for the loss and damages Note Holder will suffer, that such amount shall be presumed to be the amount of damages sustained by Note Holder in such case, and that Borrower agrees to pay Note Holder this sum on demand.

In the event a balloon payment is delinquent more than 15 days after the date it is due, Borrower agrees to pay a late charge in an amount equal to the maximum late charge that could have been assessed with respect to the largest single monthly installment previously due, other than the balloon payment, multiplied by the sum of one plus the number of months occurring since the late payment charge began to accrue.

(B) **Payment of Note Holder's Costs and Expenses.** If the Note Holder has required Borrower to pay immediately in full as described above, the Note Holder will have the right to be paid back for all its costs and expenses to the extent not prohibited by applicable law. Those expenses include, for example and without limitation, reasonable attorney's fees and costs. A default upon any interest of any Note Holder shall be a default upon all interests.

(C) **Default.** Borrower hereby agrees that upon the occurrence of a default under this Note, or under any other obligation secured by a lien on the property covered by the Mortgage (whether junior or senior to the Mortgage), Note Holder shall be entitled to receive and Borrower agrees to pay interest on the entire unpaid principal balance at a rate equal to the interest rate specified above plus six percent (6%) (the "Default Rate"). The Default Rate shall be computed from the occurrence of the default until the earlier of the date upon which the default is cured or the date upon which this Note is paid in full.

5. BORROWER'S PAYMENTS BEFORE THEY ARE DUE - PREPAYMENT PREMIUM

Borrower has the right to make payments of principal at any time before they are due, which is known as "prepayment." If Borrower pays all or part of the loan principal before it is due, whether such payment is made voluntarily or involuntarily, Borrower agrees to pay a prepayment premium computed as follows: **NONE**.

6. BORROWER'S WAIVERS

Borrower waives its rights to require the Note Holder to do certain things. Those things are: (a) to demand payment of amounts due (known as "presentment"); (b) to give notice that amounts due have not been paid (known as "notice of dishonor"); (c) to obtain an official certification of nonpayment (known as "protest"). Anyone else who agrees to keep the promises made in this Note, or who agrees to make payments to the Note Holder if Borrower fails to keep its promises under this Note, or who signs this Note to transfer it to someone else, also waives these rights. These persons are known as "guarantors, sureties and endorsers."

7. RESPONSIBILITIES OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each of them is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety, or endorser of this Note is also obligated to do these things. Any person, who takes over these obligations, including the obligations of the guarantor, surety, or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of them together. This means that anyone of the Borrower, guarantors, sureties or endorsers may be required to pay all of the amounts owed under this Note.

8. CROSS-DEFAULT

A default under this Note shall be a default under any other promissory note from the maker of this Note to the Note Holder, and/or under any other agreement between the maker of this Note to the Note Holder, and a default under any other promissory note from the maker of this Note to the Note Holder, and/or under any other agreement between the maker of this Note to the Note Holder, shall be a default under this Note.

9. THIS NOTE IS SECURED BY A MORTGAGE

This Note is secured by a Mortgage, Security Agreement and Fixture Filing Statement ("Mortgage") dated the same date of this Note.

The Mortgage contains a provision that gives the Note Holder the right to accelerate this Note and declare all sums owed hereunder to be immediately due and payable upon the occurrence of certain events, as follows:

"Lender's Right to Require the Loan to be Paid off Immediately. If without Lender's prior written consent the Property encumbered by this Mortgage or any portion thereof or any interest therein is sold, conveyed, mortgaged, transferred, encumbered (including, but not limited to, land sale leaseback, installment sale contract, lease-option leaseback, contract for deed or conditional sales contract financing), hypothecated, assigned, leased in its entirety for a term of greater than two (2) years or transferred, if the Mortgagor shall be voluntarily or involuntarily divested of title to the Property, or any portion thereof or any interest therein, in any manner, or if more than 25% of the stock, limited partnership interests, managing or non-managing membership interests or any other direct or indirect legal or beneficial ownership interests (as the case may be) of Borrower or any partner, member, shareholder or any other direct or indirect legal or beneficial owner of Borrower shall be sold, conveyed, mortgaged, transferred, hypothecated, assigned or encumbered (each of such foregoing events shall be referred to herein as a "Transfer"), the whole sum of outstanding principal and all accrued and unpaid interest under the Note secured hereby shall, at the option of Lender and without notice, become immediately due and payable. Lender's option hereunder may be exercised at any time after any such Transfer event, and the acceptance by Lender of one or more installments of principal or interest under the Note from any person thereafter shall not constitute a waiver of Lender's option. Consent to one such Transfer shall not be deemed to be waiver of the right to require such consent to future successive Transfers. Notwithstanding the foregoing, if this Mortgage is a lien on residential property containing one to four units, then, the term "Transfer" shall not include a further encumbrance of the Property by a lien that is junior to this Mortgage upon the death of a joint tenant."

10. EXTENSION

If Borrower is in full compliance with the terms of this Note, and no default exists under this Note or the Mortgage, Borrower may request an extension of the Due Date for a period of three (3) months which Note Holder may, at its sole and absolute discretion, grant or deny. If Borrower wants an extension, Borrower understands Borrower is required to deliver a written request for an extension to Note Holder's servicing agent no less than 7 days before the Due Date. If Note Holder grants the extension, Borrower must pay an extension fee of one percent (1%) of the outstanding balance of the loan payable to Anchor Loans. The extension fee is due and payable on the date which is one week before the Due Date.

If Borrower fails to request an extension or fail to pay the extension fee in a timely manner, Borrower understands the Note Holder may, in its sole and absolute discretion, extend the Due Date for three (3) months and if it does so, an extension fee of 1.10% of the outstanding principal balance of this Note will be added to the principal balance of this Note and will accrue interest at the interest rate described above.

An extension of the Due Date shall not be deemed a waiver of any right of Note Holder pursuant to this Note or any other documents executed in connection with this Note.

11. MAXIMUM RATE

Neither this Note nor any of the other loan documents executed in connection herewith (collectively, "Loan Documents") shall be construed to require the payment or permit the collection of any interest or any late payment charge in excess of the maximum rate permitted by law. If any such excess interest or late payment charge is provided for under this Note or any of the other Loan Documents or if this Note or any of the other Loan Documents shall be adjudicated to provide for such excess, Borrower shall not be obligated to pay such excess notwithstanding any other provision of this Note or the other Loan Documents. If Note Holder shall collect amounts which are deemed to constitute interest and which would increase the effective interest rate to a rate in excess of the maximum rate permitted by law, all such amounts deemed to constitute interest in excess of the maximum legal rate shall, upon such determination, at the option of Note Holder, be returned to Borrower or credited against the outstanding principal balance of this Note.

12. GENERAL PROVISIONS

Borrower acknowledges and agrees that time is of the essence with respect to obligations under this Note. A determination that any provision of this Note is unenforceable or invalid shall not affect the enforceability or validity of any other provision and the determination that the application of any provision of this Note to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances. This Note may not be amended except in a writing specifically intended for such purpose and executed by the party against whom enforcement of the amendment is sought. Captions and headings in this Note are for convenience only and shall be disregarded in construing it. The words "include" and "including" shall be interpreted as if followed by the words "without limitation." This Note, and its validity, enforcement and interpretation, shall be governed by South Carolina law (without regard to any conflict of laws principles) and applicable United States federal law.

13. COUNTERPARTS

This Agreement and the signature pages hereto may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement.

14. FINAL EXPRESSION/NO ORAL AGREEMENTS

READ THIS DOCUMENT CAREFULLY. THIS NOTE REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

15. GOVERNING LAW

This Note shall be governed by, and construed in accordance with, the laws of the State of Wisconsin, without reference to conflicts of laws principles thereof.

16. PURPOSE OF LOAN

Borrower represents and warrants that the proceeds of this Note are to be used solely for business and commercial purposes and not at all for any personal, family, household or other noncommercial or farming or agricultural purposes. Borrower acknowledges that Lender is making this loan to Borrower in reliance upon the above representation by Borrower. The above representation by Borrower will survive the closing of this loan and repayment of amounts due to Lender hereunder.

THY HOLDINGS, LLC, a Wisconsin Limited Liability Company



Borrower / By Heidi Wachowiak, Manager

(seal)

5-2-18

Date

DOC # 10775086

<p>Document No.</p>	<p>COMMERCIAL MORTGAGE, ASSIGNMENT OF LEASES & RENTS, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT</p> <p>Document Title</p>	<p>RECORDED 05/09/2018 01:05 PM</p> <p>JOHN LA FAVE REGISTER OF DEEDS Milwaukee County, WI AMOUNT: 30.00 TRANSFER FEE: FEE EXEMPT #1</p> <p>***This document has been electronically recorded and returned to the submitter.***</p> <p><i>Recording Area (do not write above this line)</i></p> <p>NAME AND RETURN ADDRESS Anchor Loans, LP 5230 Las Virgenes Road, Suite 105 Calabasas, CA 91302</p> <p><u>632-6010-000</u> Tax Key No.</p>
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Borrower: **THM HOLDINGS, LLC**
 Loan Amount: **\$150,000.00**
 Date: **May 2, 2018**

Loan No. [REDACTED]

KNOW ALL MEN BY THESE PRESENTS that THM HOLDINGS, LLC, a Wisconsin Limited Liability Company having an office at 71745 W. Bluemound Rd #157J, Brookfield WI 53005 ("Mortgagor"), for the consideration of \$150,000.00 and other good and valuable consideration, received to its full satisfaction from ANCHOR LOANS, LP, a Delaware Limited Partnership having its principal place of business at 5230 Las Virgenes Road, Suite 105, Calabasas, CA 91302 ("Mortgagee") does hereby give, grant, bargain, sell, and confirm unto the said Mortgagee, its successors and assigns forever, the following:

(A) All right, title and interest in and to those premises more commonly known as 3926-3928A East Squire Avenue, Cudahy, WI 53005 which is more particularly described in SCHEDULE A (the "Premises") which is attached hereto and made a part hereof;

(B) TOGETHER WITH (1) all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Premises, and (2) all building materials, supplies and other property stored at or delivered to the Premises or any other location for incorporation into the improvements located or to be located on the Premises, and all fixtures, machinery, appliances, equipment, furniture and personal property of every nature whatsoever now or hereafter owned by Mortgagor and located in or on, or attached to, and used or intended to be used in connection with, or with the operation of, or the occupancy of, the Premises, buildings, structures or other improvements, or in connection with any construction being conducted or which may be conducted thereon, and owned by Mortgagor, and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing, and all of the right, title and interest of Mortgagor in and to such personal property which, to the fullest extent permitted by law, shall be conclusively deemed fixtures and a part of the real property encumbered hereby (the "Improvements");

(C) TOGETHER WITH (1) all estate, right, title and interest of Mortgagor, of whatever character, whether now owned or hereafter acquired, in and to (a) all streets, roads and public places, open or proposed, in front of or adjoining the Premises, and the land lying in the bed of such streets, roads and public places; and (b) all other sidewalks, alleys, ways, passages, strips and gores of land adjoining or used or intended to be used in connection with any of the property described in paragraphs (A) and (B) hereof, or any part thereof; and (2) all water courses, water rights, easements, rights-of-way and rights of use or passage, public or private, and all estates, interest, benefits, powers, rights (including, without limitation, any and all lateral support, drainage, slope, sewer, water, air, mineral, oil, gas and subsurface rights), privileges, licenses, profits, rents, royalties, tenements, hereditaments, reversions and subreversions, remainders and subremainders and appurtenances whatsoever in any way belonging, relating or appertaining to any of the property described in paragraphs (A) and (B) hereof, or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor; and

[Signature]
 Mortgagee (M)
 Page 1 of 18

(D) TOGETHER WITH (a) all estate, right, title and interest of Mortgagor of, in and to all judgments, insurance proceeds, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the property described in paragraphs (A), (B) and (C) hereof or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the property described in paragraphs (A), (B) or (C) hereof or any part thereof, or to any rights appurtenant thereto, and all proceeds of any sales or other dispositions of the property described in paragraphs (A), (B) or (C) hereof, or any part thereof; and Mortgagee is hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquittances therefor; and (if it so elects) to apply the same, after deducting therefrom any expenses incurred by Mortgagee in the collection and handling thereof, toward the payment of the indebtedness and other sums secured hereby, notwithstanding the fact that the amount owing thereon may not then be due and payable; and (b) all contract rights, general intangibles, governmental permits, licenses and approvals, actions and rights in action, including without limitation all rights to insurance proceeds and unearned premiums, arising from or relating to the property described in paragraphs (A), (B) and (C) above; and (c) all proceeds, products, replacements additions, substitutions, renewals and accessions of and to the property described in paragraphs (A), (B) and (C).

All of the property described in paragraphs (A), (B), (C) and (D) above, and each item of property therein described, is herein referred to as the "Mortgaged Property".

TO HAVE AND TO HOLD the above granted and bargained Premises, with the appurtenances thereof, unto it, the said Mortgagee, its successors and assigns forever, to it and their own proper use and behoof. And also, the said Mortgagor does for itself, its successors and assigns, covenant with the said Mortgagee, its successors and assigns, that at and until the ensembling of these presents, they are well seized of the Premises as a good indefeasible estate in FEE SIMPLE; and have good right to bargain and sell the same in manner and form as is above written; and that the same is free and clear of all encumbrances whatsoever.

AND FURTHERMORE, Mortgagor does by these presents bind itself, its legal representatives and its successors and assigns forever to WARRANT AND DEFEND the above granted and bargained Mortgaged Property to Mortgagee, its successors and assigns, against all claims and demands whatsoever.

THE CONDITION OF THIS COMMERCIAL MORTGAGE, ASSIGNMENT OF LEASES & RENTS, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT (THE "MORTGAGE") IS SUCH THAT:

WHEREAS, Mortgagor is indebted to Mortgagee by virtue of a commercial loan transaction (the "Loan") in the sum of One Hundred Fifty Thousand Dollars as evidenced by that certain Promissory Note in the principal amount of \$150,000.00 (as same may be amended, restated, or modified from time to time, the "Note") dated May 2, 2018 executed by Mortgagor and delivered to Mortgagee, with all amounts remaining unpaid thereon being finally due and payable on May 1, 2019 of even date herewith;

WHEREAS, the terms and repayment of such obligations of the Mortgagor are set forth in the Note;

WHEREAS, to secure payment and performance of any and all indebtedness and obligations of Mortgagor to Mortgagee, including (without limitation) the indebtedness represented by the Note, the Mortgagor is hereby executing this Mortgage in favor of the Mortgagee;

WHEREAS, Mortgagor represents and warrants that it has full power and authority to execute and deliver the Note, this Mortgage, and all other documents, agreements and instruments required of it by Mortgagee in connection with the making of the Loan (the Note, this Mortgage, and all such other documents, agreements and instruments executed and delivered by Mortgagor in connection with the Loan being sometimes collectively referred to here in as the "Loan Documents").

NOW, THEREFORE, Mortgagor hereby covenants and agrees with Mortgagee as follows:

ARTICLE ONE: COVENANTS OF MORTGAGOR

Handwritten Signature
 MORTGAGEE
 Mortgage (M)
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1.01. Performance of Loan Documents. Mortgagor shall cause to be performed, observed and complied with all provisions hereof, of the Note and each of the Loan Documents, and will promptly pay to Mortgagee the principal, with interest thereon, and all other sums required to be paid by Mortgagor under the Note and pursuant to the provisions of this Mortgage and of the Loan Documents when payment shall become due (the entire principal amount of the Note, all accrued interest thereon and all obligations and indebtedness thereunder and hereunder and under all of the Loan Documents described being referred to herein as the "Indebtedness").

1.02. General Representations, Covenants and Warranties. Mortgagor represents and covenants that (a) Mortgagor is now able to meet its debts as they mature, the fair market value of its assets exceeds its liabilities and no bankruptcy or insolvency case or proceeding is pending or contemplated by or against Mortgagor; (b) all reports, statements and other data furnished by Mortgagor to Mortgagee in connection with the Loan are true, correct and complete in all material respects and do not omit to state any fact or circumstance necessary to make the statements contained therein not misleading; (c) this Mortgage, the Note and all other Loan Documents are legal, valid and binding obligations of Mortgagor enforceable in accordance with their respective terms and the execution and delivery thereof do not contravene any contract or agreement to which Mortgagor is a party or by which Mortgagor may be bound and do not contravene any law, order, decree, rule or regulation to which Mortgagor is subject; (d) there are no actions, suits or proceedings pending, or to the knowledge of Mortgagor threatened, against or affecting Mortgagor or any part of the Mortgaged Property; (e) all costs arising from construction of any improvements and the purchase of all equipment located on the Mortgaged Property which have been incurred prior to the date of this Mortgage have been paid; (f) the Mortgaged Property has frontage on, and direct access for, ingress and egress to the street(s) described in any survey submitted to Mortgagee; (g) electric, sewer, water facilities and any other necessary utilities are, or will be, available in sufficient capacity to service the Mortgaged Property satisfactorily during the term of the Note, and any easements necessary to the furnishing of such utility service by Mortgagor have been or will be obtained and duly recorded (evidence satisfactory to Mortgagee that all utility services required for the use, occupancy and operations of the Mortgaged Property shall be provided to Mortgagee immediately upon Mortgagee's request); (h) there has not been, is not presently and will not in the future be any activity conducted by Mortgagor or any tenant at or upon any part of the Mortgaged Property that has given or will give rise to the imposition of a lien on any part of the Mortgaged Property; (i) Mortgagor is not in default under the terms of any instrument evidencing or securing any indebtedness of Mortgagor, and there has occurred no event which would, if uncured or uncorrected, constitute a default under any such instrument with the giving of notice, or the passage of time or both; and (j) Mortgagee has legal capacity to enter into the Loan and to execute and deliver the Loan Documents, and the Loan Documents have been duly and properly executed on behalf of Mortgagee.

1.03. Compliance with Laws; Permits; Notice. Mortgagor covenants and warrants that the Mortgaged Property presently complies with and shall continue to comply with all applicable restrictive covenants, applicable zoning, wetlands and subdivision ordinances and building codes, all applicable health and environmental laws and regulations and all other applicable laws, statutes, rules, ordinances, codes and regulations, and Mortgagor has not received any notice that the Mortgaged Property is not in compliance with any such laws, statutes, rules, ordinances, codes and regulations. If Mortgagor receives notice from any federal, state or other governmental body that it is not in compliance with any such laws, statutes, rules, ordinances, codes and regulations, Mortgagor shall provide Mortgagee with a copy of such notice promptly. Mortgagor agrees to comply with all federal, state and municipal local laws, statutes, rules, ordinances, codes and regulations in connection with the construction and development of the Mortgaged Property. Mortgagor has obtained all licenses, permits, authorizations, consents and approvals necessary for the construction and development of the Mortgaged Property and all such licenses, permits, authorizations, consents and approvals are in full force and effect and all appeal periods have expired. Unless required by applicable law or unless Mortgagee has otherwise agreed in writing, Mortgagor shall not allow changes in the nature of the occupancy for which the Premises were intended at the time this Mortgage was executed. Mortgagor shall not initiate or acquiesce in a change in the zoning classification of the Mortgaged Property without Mortgagee's prior written consent. Mortgagor warrants and represents that its use, and the use by any of its tenants, of the Mortgaged Property is in accordance and compliance with the terms and conditions of any and all rules, regulations, and laws that may be applicable to the Mortgaged Property, including, without limitation, all federal, state and local laws, ordinances, rules and regulations regarding hazardous and toxic materials and that Mortgagor shall maintain and continue such compliance and shall require and ensure its tenants' compliance with the same. Mortgagor shall maintain or shall cause their agent to maintain in its possession, available for the inspection of the Mortgagee, and shall deliver to the Mortgagee, upon three (3) business days

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request, evidence of compliance with all such requirements. Mortgagor hereby indemnifies and holds Mortgagee free of and harmless from and against any and all claims, demands, damages or liabilities that Mortgagee may incur with regard thereto.

1.04 Taxes and Other Charges.

1.04.1 Impositions. Subject to the provisions of this Section 1.04, Mortgagor shall pay, at least five (5) days before the date due, all real estate taxes, personal property taxes, assessments, water and sewer rates and charges, license fees, all charges which may be imposed for the use of vaults, chutes, areas and other space beyond the lot line and abutting the public sidewalks in front of or adjoining the Premises, and all other governmental levies and charges (collectively, the "Impositions"), of every kind and nature whatsoever, general and special, ordinary and extraordinary, foreseen and unforeseen, which shall be assessed, levied, confirmed, imposed or become a lien upon or against the Mortgaged Property or any part thereof, or which shall become payable with respect thereto. Mortgagor shall deliver to Mortgagee, within twenty (20) days after the due date of each payment in connection with the Impositions or any assessment for local improvements ("Assessment"), the original or a true photostatic copy of the official receipt evidencing such payment or other proof of payment satisfactory to Mortgagee.

1.04.2 Insurance.

(a) Mortgagor shall keep all buildings erected on or to be erected on the Mortgaged Property insured against loss by fire and such other hazards as the Mortgagee may require and Mortgagor shall obtain and maintain insurance with respect to other insurable risks and coverage relating to the Mortgaged Property including, without limitation, fire, builder's risk, worker's compensation, physical damages, loss of rentals or business interruption, earthquake (if applicable), and liability insurance, all such insurance to be in such sums and upon such terms and conditions as Mortgagee reasonably may require, with loss proceeds by the terms of such policies made payable to the Mortgagee as its interest may appear. Mortgagor covenants that all insurance premiums shall be paid not later than fifteen (15) days prior to the date on which such policy could be canceled for non-payment. If, to Mortgagor's knowledge, any portion of the Mortgaged Property is in an area identified by any federal governmental authority as having special flood hazards, and flood insurance is available, a flood insurance policy meeting the current guidelines of the Federal Insurance Administration is in effect with a generally acceptable insurance carrier, in an amount representing coverage not less than the least of (1) the outstanding principal balance of the Loan; (2) the full insurable value of the Mortgaged Property, and (3) the maximum amount of insurance available under the Flood Disaster Protection Act of 1973, as amended. All such insurance policies (collectively, the "hazard insurance policy") shall contain a standard mortgagee clause naming the Mortgagee and its successors and assigns as beneficiary, and may not be reduced, terminated, or canceled without thirty (30) days' prior written notice to the Mortgagee.

(b) Such insurance companies shall be duly qualified as such under the laws of the states in which the Mortgaged Property is located, duly authorized and licensed in such states to transact the applicable insurance business and to write the insurance provided, and companies whose claims paying ability is rated in the two highest rating categories by A.M. Best with respect to hazard and flood insurance. Such insurance shall be in amounts not less than the greater of: (i) the outstanding principal balance of the Loan, or (ii) the amount necessary to avoid the operation of any co-insurance provisions with respect to the Premises.

(c) All such policies shall provide for a minimum of thirty (30) days prior written cancellation notice to Mortgagee. Mortgagee, upon its request to Mortgagor, shall have the custody of all such policies and all other policies which may be procured insuring said Mortgaged Property, the same to be delivered to Mortgagee at its office and all renewal policies to be delivered and premiums paid to Mortgagee at its office at least twenty (20) days before the expiration of the old policies; and Mortgagor agrees that upon failure to maintain the insurance as above stipulated or to deliver said renewal policies as aforesaid, or to pay the premiums therefor, Mortgagee may, without obligation to do so, procure such insurance and pay the premiums therefor and all sums so expended shall immediately be paid by Mortgagor and unless so paid, shall be deemed part of the debt secured hereby and shall bear interest at the rate set forth in the Note, and thereupon the entire principal sum unpaid, including

such sums as have been paid for premiums of insurance as aforesaid, and any and all other sums which shall be payable hereunder shall become due and payable forthwith at the option of Mortgagee, anything herein contained to the contrary notwithstanding, in case of loss and payment by any insurance company, the amount of insurance money received shall be applied either to the indebtedness secured hereby, or in rebuilding and restoring the damaged property, as Mortgagee may elect.

(d) Mortgagor has not engaged in and shall not engage in any act or omission which would impair the coverage of any such policy, the benefits of the endorsement provided for herein, or the validity and binding effect of either including, without limitation, no unlawful fee, commission, kickback, or other unlawful compensation or value of any kind has been or will be received, retained, or realized by any attorney, firm, or other person, and no such unlawful items have been received, retained, or realized by Mortgagor.

(e) No action, inaction, or event has occurred and no state of facts exists or has existed that has resulted or will result in the exclusion from, denial of, or defense to coverage under any applicable special hazard insurance policy or bankruptcy bond, irrespective of the cause of such failure of coverage.

1.04.3 Deposits for Impositions and Insurance. Notwithstanding anything to the contrary contained in any of the Loan Documents, upon demand by Mortgagee, after failure by Mortgagor to pay any of the amounts specified in Sections 1.04.1 or 1.04.2, Mortgagor shall deposit with Mortgagee on the first day of each month an amount equal to one twelfth (1/12th) of the sum of: (i) the aggregate annual payments for the Impositions; (ii) the annual insurance premiums on the policies of insurance required to be obtained and kept in force by Mortgagor under this Mortgage; and (iii) all other periodic charges (other than interest and principal under the Note) arising out of the ownership of the Mortgaged Property or any portion thereof which are or with notice or the passage of time or both will become a lien against the Mortgaged Property or any part thereof ((i), (ii), and (iii), collectively, the "Annual Payments"). Such sums will not bear interest and are subject to adjustment or additional payments in order to assure Mortgagee that it will have the full amount of any payment on hand at least one (1) month prior to its due date. Mortgagee shall hold said sums in escrow to pay said Annual Payments in the manner and to the extent permitted by law when the same become due and payable. Notwithstanding anything herein to the contrary, however, such deposits shall not be, nor be deemed to be, trust funds but may be commingled with the general funds of Mortgagee. If the total payments made by Mortgagor to Mortgagee, on account of said Annual Payments up to the time when the same become due and payable, shall exceed the amount of payment for said Annual Payments actually made by Mortgagee, such excess shall be credited by Mortgagee against the next payment or payments due from Mortgagor to Mortgagee on account of said Annual Payments. If, however, said payments made by Mortgagor shall not be sufficient to pay said Annual Payments when the same become due and payable, Mortgagor agrees to promptly pay to Mortgagee the amount necessary to make up any deficiency. In case of default in the performance of any of the agreements or provisions contained in the Note, Mortgagee may, at its option, at any time after such default, apply the balance remaining of the sums accumulated, as a credit against the principal or interest of the mortgage indebtedness, or both.

1.04.4 Late Charge. Mortgagee may collect a "late charge" of ten percent (10%) on any payment or installment due or required to be paid pursuant to the terms of this Mortgage or the Note which is not paid within ten (10) days of when the same is required to be paid to cover the extra expenses involved in handling such delinquent payment.

1.04.5 Proof of Payment. Upon request of Mortgagee, Mortgagor shall deliver to Mortgagee, within twenty (20) days after the due date of any payment required in this Section 1.04, proof of payment satisfactory to Mortgagee.

1.05 Condemnation. Mortgagee shall be entitled to all compensation awards, damages, claims, rights of action and proceeds of, or on account of, any damage or taking through condemnation, eminent domain or the like, and Mortgagee is hereby authorized, at its option, to commence, appear in and prosecute in its own or Mortgagor's name any action or proceeding relating to any such condemnation, taking or the like and to settle or compromise any claim in connection therewith.

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1.06 Care of Mortgaged Property; Demolition and Alteration. Mortgagor shall maintain the Mortgaged Property in good condition and repair, shall not commit or suffer any waste of the Mortgaged Property, and shall comply with or cause to be complied with, all statutes, laws, rules, ordinances and requirements of any governmental authority relating to the Mortgaged Property; and Mortgagor shall promptly repair, restore, replace or rebuild, any part of the Mortgaged Property now or hereafter subject to the lien of this Mortgage which may be damaged or destroyed by any casualty whatsoever or which may be affected by any proceeding of the character referred to in Section 1.05. Mortgagor shall complete and pay for, within a reasonable time, any structure in the process of construction on the Mortgaged Property at any time during the term of the Loan; and Mortgagor shall not initiate, join in, or consent to any change in any private restrictive covenants, or private restrictions, limiting or defining the uses which may be made of the Mortgaged Property or any part thereof, without the written consent of Mortgagee. Mortgagor agrees that no building or other property now or hereafter covered by the lien of this Mortgage shall be removed, demolished, or materially altered, without the prior written consent of Mortgagee, except that Mortgagor shall have the right, without such consent, to remove and dispose of, free from the lien of this Mortgage, such equipment as from time to time may become worn out or obsolete, provided that simultaneously with or prior to such removal any such equipment shall be replaced with other equipment of value at least equal to that of the replaced equipment and free from any title retention or security agreement or other encumbrance, and by such removal and replacement Mortgagor shall be deemed to have subjected such equipment to the lien of this Mortgage.

1.07 Transfer and Encumbrance of Mortgaged Property.

(a) Mortgagor shall not sell, convey, transfer, suffer any type of change in title or ownership, lease, assign or further encumber any interest in any part of the Mortgaged Property, without the prior written consent of Mortgagee. Any such sale, conveyance, transfer, pledge, lease, assignment or encumbrance made without Mortgagee's prior written consent shall be null and void and shall constitute a default hereunder. Mortgagor shall not, without the prior written consent of Mortgagee, permit any further assignment of the rents, royalties, issues, revenues, income, profits or other benefits from the Mortgaged Property, or any part thereof, and any such assignment without the prior written consent of Mortgagee shall be null and void and shall constitute a default hereunder. Mortgagor agrees that in the event the ownership of the Mortgaged Property or any part thereof is permitted by Mortgagee to be vested in a person other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal in any way with such successor or successors in interest with reference to this Mortgage and the Note and other sums hereby secured without in any way violating or discharging Mortgagor's liability hereunder or upon the Note and other sums hereby secured. No sale of the Mortgaged Property and no forbearance to any person with respect to this Mortgage and no extension to any person of the time for payment of the Note and other sums hereby secured given by Mortgagee shall operate to release, discharge, modify, change or affect the original liability of Mortgagor either in whole or in part.

(b) If Mortgagor shall sell, convey, assign or transfer all or any part of the Mortgaged Property or any interest therein or any beneficial interest in Mortgagor without Mortgagee's prior written consent, Mortgagee may, at Mortgagee's option, without demand, presentment, protest, notice of protest, notice of intent to accelerate, notice of acceleration or other notice, or any other action, all of which are hereby waived by Mortgagor and all other parties obligated in any manner on the Indebtedness, declare the Indebtedness to be immediately due and payable, which option may be exercised at any time following such sale, conveyance, assignment, lease or transfer, and upon such declaration the entire unpaid balance of the Indebtedness shall be immediately due and payable.

(c) Mortgagor shall keep the Mortgaged Property free from mechanics' liens, judgment liens, materialmen's liens and encumbrances. If any prohibited lien or encumbrance is filed against the Mortgaged Property, Mortgagor shall cause the same to be removed and discharged of record within thirty (30) days after the date of filing thereof.

(d) Mortgagor shall obtain, upon request by Mortgagee, from all persons hereafter having or acquiring any interest in or encumbrance on the Mortgaged Property or the said equipment or accessions, a writing duly acknowledged, and stating the nature and extent of such interest or encumbrance and that the same is subordinate to this Mortgage and no offsets or defenses exist in favor thereof against this Mortgage or the Note hereby secured, and deliver such writing to Mortgagee.

1.08 Further Assurances. At any time and from time to time upon Mortgagee's request, Mortgagor shall make, execute and deliver, or cause to be made, executed and delivered, to Mortgagee and, where appropriate, shall cause to be recorded or filed, and from time to time thereafter to be re-recorded and refiled, at such time and in such

offices and places as shall be deemed desirable by Mortgagee, any and all such further mortgages, instruments of further assurance, certificates and such other documents as Mortgagee may consider necessary or desirable in order to effectuate, complete or perfect, or to continue and preserve, the obligations of Mortgagor under the Note and this Mortgage, the lien of this Mortgage as a lien upon all of the Mortgaged Property, and unto all and every person or persons deriving any estate, right, title or interest under this Mortgage. Upon any failure by Mortgagor to do so, Mortgagee may make, execute, record, file, re-record or refile any and all such mortgages, instruments, certificates and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee the agent and attorney-in-fact of Mortgagor to do so.

1.09 Uniform Commercial Code Security Agreement and Fixture Filing. This Mortgage is intended to be a security agreement and fixture filing which is to be filed for record in the real estate records pursuant to the Uniform Commercial Code in effect from time to time in the State of Wisconsin for any of the goods specified above in this Mortgage as part of the Mortgaged Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code and Mortgagor hereby agrees to execute and deliver any additional financing statements covering said goods from time to time and in such form as Mortgagee may require to perfect a security interest with respect to said goods. Mortgagor shall pay all costs of filing such financing statements and renewals and releases thereof and shall pay all reasonable costs and expenses of any record searches for financing statements which Mortgagee may reasonably require. Without the prior written consent of Mortgagee, Mortgagor shall not create or suffer to be created, pursuant to the Uniform Commercial Code, any other security interest in said goods, including replacements and additions thereto. Upon Mortgagor's breach of any covenant or agreement of Mortgagor contained in this Mortgage, including the covenants to pay when due all sums secured by this Mortgage, Mortgagee shall have the remedies of a secured party under the Uniform Commercial Code and, at Mortgagee's option, may also invoke the remedies permitted by applicable law as to such goods.

AS IT IS RELATED HERETO:

Debtor Is: **THM HOLDINGS, LLC, 71745 W. Blumound Rd #157J, Brookfield WI 53005**

Secured Party Is: **Anchor Loans, LP, 5230 Las Virgenes Road, Suite 105 Calabasas, CA 91302**

Mortgagor represents, covenants, and warrants as follows as of the date hereof: Mortgagor's full, correct, and exact legal name is set forth immediately above in this Section 1.09. Mortgagor is an organization of the type and is incorporated in, organized, or formed under the laws of the state specified in the introductory paragraph to this Mortgage. In the event of any change in name or identity of Mortgagor, Mortgagor hereby authorizes Mortgagee to file such Uniform Commercial Code forms as are necessary to maintain the priority of Mortgagee's lien upon the Mortgaged Property which may be deemed personal property or fixtures, including future replacement thereof, which serves as collateral under this Mortgage.

1.10 Lease Covenants. Each and every covenant on the part of Mortgagor contained in any assignment of lessor's interest in leases or any assignment of rents, royalties, issues, revenues, profits, income or other benefits made collateral hereto is made an obligation of Mortgagor hereunder as if fully set forth herein.

1.11 After-Acquired Property. To the extent permitted by and subject to applicable law, the lien of this Mortgage will automatically attach, without further act, to all after-acquired property located in, on, or attached to, or used, or intended to be used, in connection with, or with the renovation of, the Mortgaged Property or any part thereof, provided, however, that, upon request of Mortgagee, Mortgagor shall execute and deliver such instruments or instruments as shall reasonably be requested by Mortgagee to confirm such lien, and Mortgagor hereby appoints Mortgagee its attorney-in-fact to execute all such instruments, which power is coupled with an interest and is irrevocable.

1.12 Expenses. Unless otherwise agreed in writing, Mortgagor will pay when due and payable all appraisal fees, recording fees, taxes, brokerage fees and commissions, abstract fees, title policy fees, escrow fees, attorneys' fees, court costs, fees of inspecting architect(s) and engineer(s) and all other costs and expenses of every character which have been incurred or which may hereafter be incurred by Mortgagee in connection with: (a) the preparation and execution of the Loan Documents; (b) the funding of the Loan; (c) in the event an Event of Default occurs hereunder

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or under the Note or any of the Loan Documents, all costs, fees and expenses, including, without limitation, all reasonable attorneys' fees in connection with the enforcement under the Note or foreclosure under this Mortgage, preparation for enforcement of this Mortgage or any other Loan Documents, whether or not suit or other action is actually commenced or undertaken; (o) enforcement of this Mortgage or any other Loan Documents; (e) court or administrative proceedings of any kind to which Mortgagee may be a party, either as plaintiff or defendant, by reason of the Note, the Mortgage or any other Loan Documents; (f) preparation for and actions taken in connection with Mortgagee's taking possession of the Mortgaged Property; (g) negotiations with Mortgagor, its beneficiary, or any of its agents in connection with the existence or cure of any Event of Default or default; (h) any proposed refinancing by Mortgagor or any other person or entity of the debt secured hereby; (i) the transfer of the Mortgage Property in lieu of foreclosure; (j) inspection of the Mortgaged Property pursuant to Section 1.15; and (k) the approval by Mortgagee of actions taken or proposed to be taken by Mortgagor, its beneficiary, or other person or entity which approval is required by the terms of this Mortgage or any other of the Loan Documents. Mortgagor will, upon demand by Mortgagee, reimburse Mortgagee or any takeout lender for all such expenses which have been incurred or which shall be incurred by either of them; and will indemnify and hold harmless Mortgagee from and against, and reimburse it for, the same and for all claims, demands, liabilities, losses, damages, judgments, penalties, costs and expenses (including, without limitation, attorneys' fees) which may be imposed upon, asserted against, or incurred or paid by it by reason of, on account of or in connection with any bodily injury or death or property damage occurring in or upon or in the vicinity of the Mortgaged Property through any cause whatsoever or asserted against it on account of any act performed or omitted to be performed hereunder or on account of any transaction arising out of or in any way connected with the Mortgaged Property, or with this Mortgage or the Indebtedness.

1.13 Mortgagee's Performance of Defaults. If Mortgagor defaults in the payment of any tax, Assessment, encumbrance or other Imposition, in its obligation to furnish insurance hereunder, or in the performance or observance of any other covenant, condition, agreement or term in this Mortgage, the Note or in any of the Loan Documents, Mortgagee may, without obligation to do so, to preserve its interest in the Mortgaged Property, perform or observe the same, and all payments made (whether such payments are regular or accelerated payments) and costs and expenses incurred or paid by Mortgagee in connection therewith shall become due and payable immediately. The amounts so incurred or paid by Mortgagee, together with interest thereon at the default rate, as provided in the Note, from the date incurred until paid by Mortgagor, shall be added to the Indebtedness and secured by the lien of this Mortgage to the extent permitted by law. Mortgagee is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition, agreement or term, without thereby becoming liable to Mortgagor or any person in possession holding under Mortgagor.

1.14 Financial Statements, Books, and Records. Mortgagor will furnish to Mortgagee, within thirty (30) days after a request therefor, a detailed statement in writing, covering the period of time specified in such request, showing all income derived from the operation of the Mortgaged Property, and all disbursements made in connection therewith, and containing a list of the names of all tenants and occupants of the Mortgaged Property, the portion or portions of the Mortgaged Property occupied by each such tenant and occupant, the rent and other charges payable under the terms of their leases or other agreements and the period covered by such leases or other agreements.

1.15 Inspection. Mortgagee, and any persons authorized by Mortgagee, shall have the right, at Mortgagee's option, to enter and inspect the Premises during the fourth (4th) month and at all other reasonable times during the term of the Loan. Mortgagor shall pay any professional fees and expenses, which may be incurred by Mortgagee in connection with such inspection.

1.16 Loan to Value Covenant. If at any one or more time(s) during the term of the Note the then aggregate outstanding and committed principal amount of the Note, plus accrued interest and fees thereon, plus all amounts outstanding under any debts secured by prior liens on the Mortgaged Property, is greater than eighty percent (80%) of the value of the Mortgaged Property, as determined by Mortgagee based upon Mortgagee's review of any appraisal and such other factors as Mortgagee may deem appropriate, then Mortgagor shall within thirty (30) days following a request by Mortgagee, prepay the Note by an amount sufficient to cause the then outstanding principal amount of the Note, plus accrued interest and fees thereon, to be reduced to an amount equal to or less than eighty percent (80%) of the value of the Mortgaged Property. The inability of Mortgagor to reduce the principal balance of


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the Note within thirty (30) days following request by Mortgagee shall be, at Mortgagee's option, an Event of Default, hereunder.

1.17 **Assignment of Leases and Rents.** Mortgagor hereby grants, transfers, sets over and assigns to Mortgagee, all of the Mortgagor's right, title and interest in and to all leases affecting the Mortgaged Property (the "Leases") and agrees, with respect to each of the Leases that:

(a) **Performance.** The Mortgagor will fulfill or perform each and every material condition and covenant of the Leases to be fulfilled or performed by it; give prompt notice to the Mortgagee of any notice of default by the Mortgagor under any of the Leases received by the Mortgagor together with a complete copy of any such notice; at the sole cost and expense of the Mortgagor, enforce, short of termination of any of the Leases, the performance or observance of each and every material covenant and condition of the Leases by the other party to be performed or observed; not modify or alter the terms of any of the Leases; not terminate the term of any of the Leases nor accept a surrender thereof unless required to do so by the terms of the Leases; not anticipate the rents or profits thereunder for more than 30 days prior to accrual; not waive or release the other party from any material obligation or condition by the other party to be performed; not consent to any assignment of the other party's interest in any of the Leases which will relieve the other party named therein of liability for the payment and the performance of the terms and covenants of any of the Leases; keep the Leases in full force and effect irrespective of any merger of the interests of the parties thereto; and if the Leases provide for the abatement of rent or payments during repair of the leased property or premises by reason of fire or other casualty, to furnish to the Mortgagee rental insurance in amount, form and written by companies satisfactory to the Mortgagee. The Mortgagor will not assign, transfer or pledge any Leases or any interest in the Leases to any other party other than the Mortgagee.

(b) **Fall Assignment.** The rights assigned hereunder include, following the occurrence and during the continuance of an Event of Default, all of the Mortgagor's right and power to modify the Leases, or to terminate the term, or to accept a surrender thereof, or to waive, or release the other party or parties to the Leases from the performance or observance by the other party of any obligation or condition thereof, or to anticipate rents, profits or payments thereunder for more than 30 days prior to accrual.

(c) **Mortgagor's Defense of Leases.** At the Mortgagor's sole cost and expense, the Mortgagor will appear in and defend any action growing out of or in any manner connected with the Leases or the obligations or liabilities of it under the Leases, the other party or any guarantor thereunder.

(d) **Default.** After the occurrence and during the continuance of any Event of Default the Mortgagee, without in any way waiving any default, may, at its option, execute and deliver, by depositing in the United States mail, postage prepaid, certified mail addressed to Mortgagor declaring that by reason of the occurrence of a default the Mortgagee thereby declares that constructive possession of any of the premises granted to the Mortgagor pursuant to the Leases is thereupon vested in the Mortgagee and that all of the legal and equitable interests of the Mortgagor in the Leases and the rents, issues and profits of the Leases is thereupon vested in the Mortgagee (the "Notice"). The Notice shall not be deemed ineffective or deficient by reason of the fact that it may contain any matter or matters in addition to the foregoing or by reason of the fact that no specific event of default is set forth therein. The Notice shall be in effect three days after its deposit in the United States mail or upon receipt, whichever is earlier. After the giving of the Notice, the Mortgagee, at its option, without notice, and without regard to the adequacy of security for the indebtedness hereby secured and without releasing the Mortgagor from any obligation therein, either in person or by agent, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, may enter upon, take possession of and operate any or all of the premises or property or exercise any rights granted to the Mortgagor pursuant to the Leases; make, enforce, modify and accept the surrender of each of the Leases; fix or modify rents, profits or payments; perform any other obligations of the Mortgagor under the Leases; do any act that the Mortgagee failed to do as provided for herein or in any of the Leases and do any act which the Mortgagee deems proper to protect the security hereof or the rights and powers of the Mortgagee hereunder until all indebtedness secured hereby is paid in full, and either with or without taking possession any or all of the premises or property granted to the Mortgagor pursuant to the Leases, and in its own name or in the name of the Mortgagor sue for or otherwise collect and receive all rents, issues and profits including those past due and unpaid and in exercising any such powers paying necessary costs and expenses, employing counsel and incurring

and paying reasonable attorneys' fees. The Mortgagor agrees to pay, immediately upon demand, all sums expended by the Mortgagee under the authority hereof, together with interest thereon at the rate of interest set forth in the Loan Documents and the same shall be added to said indebtedness and shall be secured hereby and by the Loan Documents. Any income received from the Leases by the Mortgagor, less costs and expenses of operation and collection, including reasonable attorneys' fees, shall be applied upon any indebtedness secured hereby in such order as the Mortgagee may determine, and the excess of the amount necessary to meet all obligations of the Mortgagor hereunder and to pay all indebtedness due, including any accelerated indebtedness, and secured by the Loan Documents shall be paid to the Mortgagor. The entering upon and taking possession of the premises or property, the collection of such rents, issues and profits and the application thereof as aforesaid shall not cure or waive any default or waive, modify or affect any notice of default under the Note, the Loan Agreement or the Loan Documents or invalidate any act done pursuant to such notice.

(e) Full Force and Effect. The Leases are in full force and effect and unmodified; the Mortgagor has not heretofore assigned or pledged the same or any interest therein; no default thereunder exists on the part of the Mortgagor or on the part of the other parties to the Leases; no rental thereunder has been paid for more than 30 days in advance of the date due; and the obligation of the other parties to the Leases to pay rent thereunder has not been and will not be in any way waived, released, reduced or otherwise discharged or compromised by the Mortgagor.

(f) No Obligation to Perform. The Mortgagee shall not be obligated to perform or discharge any obligation under the Leases by reason of this assignment, and the Mortgagor hereby agrees to indemnify the Mortgagee against and hold it harmless from any and all liability, loss or damage, including attorney's fees, which it may or might incur under the Leases or under or by reason of this assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms of the Leases. Should the Mortgagee incur any such liability, loss or damage under the Leases or under or by reason of this assignment, or in defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, together with interest thereon at the rate of interest stated in the Note, shall be secured hereby and by the Loan Documents, and the Mortgagor shall reimburse the Mortgagee therefor immediately upon demand.

(g) Mortgagor Consent. The Mortgagor hereby consents to and irrevocably authorizes and directs the other parties under the Leases, and any successors to the interests of said other parties, upon notice from the Mortgagee to pay to the Mortgagee the rents and other amounts due or to become due under the Leases. The other parties shall have the right to rely upon this notice from the Mortgagee and shall pay such rents and other amounts to the Mortgagee without any obligation or right to determine the actual existence of the right of the Mortgagee to receive such rents and other amounts, notwithstanding any notice from or claim of the Mortgagor to the contrary. The Mortgagor shall have no right or claim against said other parties for any such rents and other amounts so paid by said other parties to the Mortgagee. The Mortgagor hereby agrees that, at the request of the Mortgagee, the Mortgagor will furnish each other party under any of the Leases with a true and complete copy of this Mortgage and obtain for the Mortgagee an acknowledgment from such other party that such other party has received a copy of this Mortgage.

(h) Mortgagor License. Unless and until the occurrence of an Event of Default shall occur and is continuing, Mortgagor shall have the revocable right and license to collect, use and enjoy the rents, issues, profits and any other sums payable under and by virtue of any of the Leases and other rights under the Leases, but only as the same become due under the provisions of such Leases, to enforce the covenants of each of the Leases and to enter into modifications of the Leases in the ordinary course of business.

ARTICLE TWO: DEFAULTS

2.01 Event of Default. The term "Event of Default" or "default" wherever used in this Mortgage, shall mean any one or more of the following events: (a) failure by Mortgagor to pay any installment of principal and/or interest under any promissory note, credit obligation or other indebtedness of Mortgagor to Mortgagee, including (without limitation) the Note, within after the same becomes due and payable; (b) failure by Mortgagor to observe or perform, or upon any default in, any other covenants, agreements or provisions herein, in the Note, or in any of the

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Loan Documents; (e) failure by Mortgagor to pay any imposition, Assessment, other utility charges, or lien against the Mortgaged Property; (d) failure by Mortgagor to keep in force the insurance required in this Mortgage; (e) failure by Mortgagor to either deliver the policies of insurance described in this Mortgage or to pay the premiums for such insurance as provided herein; (f) failure by Mortgagor to pay any installment, which may not then be due or delinquent, of any Assessment for local improvements for which an official bill has been issued by the appropriate authorities and which may now or hereafter affect the Mortgaged Property, and may be or become payable in installments; (g) the actual or threatened waste, removal or demolition of, or material alteration to, any part of the Mortgaged Property, except as permitted herein; (h) the vesting of title, or any sale, conveyance, transfer, leasing, assignment or further encumbrance in any manner whatsoever of any interest in the Mortgaged Property, or any part thereof, in or to anyone other than the present owner, or any change in title or ownership of the Mortgaged Property, or any part thereof, without the prior written consent of Mortgagee; (i) all or a material portion of the Mortgaged Property being taken through condemnation, eminent domain, or any other taking such that Mortgagee has reason to believe that the remaining portion of the Mortgaged Property is insufficient to satisfy the outstanding balance of the Note, or the value of the Mortgaged Property being impaired by condemnation, eminent domain or any other taking, (which term when used herein shall include, but not be limited to, any damage or taking by any governmental authority or any other authority authorized by the laws of any state or the United States of America to so damage or take, and any transfer by private sale in lieu thereof), either temporarily for a period in excess of thirty (30) days, or permanently; (j) the merger or dissolution of Mortgagor or the death of any guarantor of the Note ("Guarantor"); (k) any representation or warranty of Mortgagor or Guarantor made herein or in any such guaranty or in any certificate, report, financial statement, or other instrument furnished in connection with the making of the Note, the Mortgage, or any such guaranty, shall prove false or misleading in any material respect; (l) Maker makes or takes any action to make a general assignment for the benefit of its creditors or becomes insolvent or has a receiver, custodian, trustee in Bankruptcy, or conservator appointed for it or for substantially all or any of its assets; (m) Mortgagor files, or becomes the subject of, a petition in bankruptcy, or upon the commencement of any proceeding or action under any bankruptcy laws, insolvency laws, relief of debtors laws, or any other similar law affecting Mortgagor, provided however, that Mortgagor shall have sixty (60) days from the filing of any involuntary petition in bankruptcy to have the same discharged and dismissed; (n) the Mortgaged Property becomes subject to (1) any tax lien which is superior to the lien of the Mortgage, other than a lien for local real estate taxes and assessments not due and payable or (2) any mechanic's, materialman's, or other lien which is, or is asserted to be, superior to the lien of the Mortgage and such lien shall remain undischarged for thirty (30) days; (o) Mortgagor fails to promptly cure any violations of laws or ordinances affecting or which may be interpreted to affect the Mortgaged Property; (p) in the event of any material adverse change in the financial condition of Mortgagor; or (q) any of the aforementioned events occur with respect to any Guarantor; (r) any of the aforementioned events occur with respect to any other loan agreement between Mortgagor and Lender, such that a default by Mortgagor in connection with any other loan made to Mortgagor by Lender is a default by Mortgagor in connection with this loan, and vice-versa ("Cross-Default"), and in the event of any such default, Lender may accelerate and declare all outstanding loans due.

ARTICLE THREE: REMEDIES

In the event that an Event of Default or default shall have occurred, the remedies available to Mortgagee include, but are not limited to, any and all rights and remedies available hereunder, any and all rights and remedies available at law, in equity, or by statute. Without limiting the foregoing, the rights and remedies available to Mortgagee shall include, but not be limited to, any one or more of the following:

3.01 Acceleration of Maturity. If an Event of Default shall have occurred, Mortgagee may, at its option, declare without demand or notice all of the outstanding indebtedness to be due and payable immediately, and upon such declaration such indebtedness shall immediately become and be due and payable without demand or notice.

3.02 Mortgagee's Right to Enter and Take Possession. If an Event of Default shall have occurred, Mortgagor, upon demand on Mortgagee, shall forthwith surrender to Mortgagee the actual possession of the Mortgaged Property and Mortgagee itself, or by such officers or agents as it may appoint, may enter and take possession of the Mortgaged Property, collect and receive the rents and income therefrom, and to apply so much of said rents and income as may be required in the necessary expenses of running said Premises, including reasonable attorneys' fees, management agents' fees, and if the Mortgagee manages the Premises with its own employees, an amount equal to the customary management agents' fees charged for similar property in the area where the

Premises are located, and to apply the balance of said rents and income to the payment of the amounts due upon said Note, or in payment of taxes assessed against the Premises, or both. And for this purpose, and in case of such default, the Mortgagor hereby assigns, transfers and sets over to the Mortgagee the rents and income accruing from said Premises. Nothing contained in the foregoing provisions shall impair or affect any right or remedy which the Mortgagee might now or hereafter have, were it not for such provisions, but the rights herein given shall be in addition to any others which the Mortgagee may have hereunder.

3.03 Receiver. If an Event of Default shall have occurred, Mortgagee, to the extent permitted by law and without regard to the value or occupancy of the security, shall be entitled to apply for and obtain the appointment of a receiver of the Mortgaged Property along with all rents and profit therefrom without notice, and shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the value of the Mortgaged Property as security for the amounts due Mortgagee, or the solvency of any person or limited liability company liable for the payment of such amounts. Any receiver appointed for the Mortgaged Property shall be entitled to market and sell the property, free and clear of liens and encumbrances, subject to judicial approval. No bond shall be required for any receiver appointed at the election of Mortgagee.

3.04 Waiver of Appraisal, Valuation, Stay, Exemption, and Redemption Laws, etc.; Marshaling. Mortgagor agrees to the full extent permitted by law that after an Event of Default neither Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisal, valuation, stay, exemption, moratorium, or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, and Mortgagor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, any and all right to have the assets comprising the Mortgaged Property marshaled upon any foreclosure hereof.

3.05 Suits to Protect the Property. Mortgagee shall have the power and authority to institute and maintain any suits and proceedings as Mortgagee may deem advisable in order to (a) prevent any impairment of the Mortgaged Property, (b) foreclose this Mortgage, (c) preserve and protect its interest in the Mortgaged Property, and (d) to restrain the enforcement of, or compliance with, any legislation or other governmental enactment, rule, or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order might impair the security hereunder or be prejudicial to Mortgagee's interest.

3.06 Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial case or proceeding affecting Mortgagor, its creditors or its property, Mortgagee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have its claims allowed in such case or proceeding for the entire indebtedness at the date of the institution of such case or proceeding, and for any additional amounts which may become due and payable by Mortgagor after such date.

3.07 Application of Monies by Mortgagee. After the occurrence of an Event of Default, any monies collected or received by Mortgagee shall be applied in such priority as Mortgagee may determine in its sole and absolute discretion, to such matters including, but not limited to, the payment of compensation, expenses and disbursements of the agents, attorneys and other representatives of Mortgagee, to deposits for Impositions and Insurance and insurance premiums due, to the cost of insurance, Impositions, Assessments, and other charges and to the payment of the indebtedness (as defined herein) or any other indebtedness of Mortgagor to Mortgagee.

3.08 No Waiver. Notwithstanding any course of dealing or course of performance, neither failure nor delay on the part of Mortgagee to exercise any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

3.09 No Waiver of One Default to Affect Another. No waiver of any Event of Default hereunder shall extend to or affect any subsequent or any other Event of Default then existing, or impair any rights, powers or remedies consequent thereon. If Mortgagee (a) grants forbearance or an extension of time for the payment of any of the indebtedness; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted in the Note, this Mortgage or any other of the Loan Documents; (d) releases any part of the Mortgaged

Property from the lien of this Mortgage or any other of the Loan Documents or releases any party liable for the payment of the Note; (e) consents to the filing of any map, plat or replat of the Premises; (f) consents to the granting of any easement on the Premises; or (g) makes or consents to any agreement changing the terms of this Mortgage or subordinating the lien or any charge hereof, no such act or omission shall release, discharge, modify, change or affect the original liability under this Mortgage or otherwise of Mortgagor, or any subsequent purchaser of the Mortgaged Property or any part thereof or any maker, co-signer, endorser, surety or guarantor. No such act or omission shall preclude Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in case of any Event of Default then existing or of any subsequent Event of Default nor, except as otherwise expressly provided in an instrument or instruments executed by Mortgagee, shall the lien of this Mortgage be altered thereby.

3.10 Remedies Cumulative. No right, power or remedy conferred upon or reserved to Mortgagee by the Note, this Mortgage or any other of the Loan Documents is exclusive of any other right, power and remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Note or any other of the Loan Documents, or now or hereafter existing at law, in equity or by statute.

3.11 Interest after Event of Default; Default Rate. If an Event of Default shall have occurred, all sums outstanding and unpaid under the Note and this Mortgage shall, at Mortgagee's option, bear interest at the default rate set forth in the Note.

ARTICLE FOUR: MISCELLANEOUS PROVISIONS

4.01 Heirs, Successors and Assigns Included in Parties. Whenever one of the parties hereto is named or referred to herein, the heirs, successors and assigns of such party shall be included and all covenants and agreements contained in this Mortgage, by or on behalf of Mortgagor or Mortgagee shall bind and inure to the benefit of their respective heirs, successors and assigns, whether so expressed or not.

4.02 Addresses for Notices, etc.

(a) Any notice, report, demand or other instrument authorized or required to be given or furnished under this Mortgage shall be in writing, signed by the party giving or making the same, and shall be sent by certified mail, return receipt requested, as follows:

MORTGAGOR:

Copy to: THM HOLDINGS, LLC, 71745 W. Bloomound Rd #157J, Brookfield WI 53003

MORTGAGEE:

Copy to: Anchor Loans, LP, 5230 Las Virgenes Road, Suite 105 Calabasas, CA 91302

(b) Either party may change the address to which any such notice, report, demand or other instrument is to be delivered or mailed, by furnishing written notice of such change to the other party, but no such notice of change shall be effective unless and until received by such other party.

4.03 Headings. The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for convenience of reference only, are not to be considered a part hereof and shall not limit or expand or otherwise affect any of the terms hereof.

4.04 Provisions Subject to Applicable Laws; Severability All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any law and are intended to be limited to the extent necessary so that they will not render this Mortgage invalid or unenforceable. In the event that any of the covenants, agreements, terms or provisions contained in the Note, or in this Mortgage or in any other Loan Documents shall be deemed invalid, illegal or unenforceable in any respect by a court with appropriate jurisdiction,

HTM
Mortgage (7/16)
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the validity of the remaining covenants, agreements, terms or provisions contained herein or in the Note or in any other Loan Documents shall be in no way affected, prejudiced or disturbed thereby.

4.05 Modification. This Mortgage, the Note, and all other indebtedness are subject to modification. Neither this Mortgage, nor any term hereof, may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge, or termination is sought.

4.06 Governing Law. THIS MORTGAGE IS MADE BY MORTGAGOR AND ACCEPTED BY MORTGAGEE IN THE STATE OF WISCONSIN. THIS MORTGAGE SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF WISCONSIN WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS.

4.07 Effects of Changes and Laws Regarding Taxation. In the event of an enactment of any law deducting from the value of the Mortgaged Property any mortgage lien thereon, or imposing upon Mortgagee the payment of any or part of the impositions, charges, or Assessments previously paid by Mortgagor pursuant to this Mortgage, or change in the law relating to the taxation of mortgages, debts secured by mortgages or Mortgagee's interest in the Mortgaged Property so as to impose new incidents of taxes on Mortgagee, then Mortgagee shall pay such impositions or Assessments or shall reimburse Mortgagee therefor; provided that, however, if in the opinion of counsel to Mortgagee such payment cannot lawfully be made by Mortgagor, then Mortgagee may, at Mortgagee's option, declare all of the sums secured by this Mortgage to be immediately due and payable without prior notice to Mortgagor, and Mortgagee may invoke any remedies permitted by applicable law.

4.08 Purpose of Loan. Mortgagor represents and warrants that the proceeds from this Loan are to be used solely for business and commercial purposes and not at all for any personal, family, household, or other noncommercial or farming or agricultural purposes. Mortgagor acknowledges that Mortgagee has made this Loan to Mortgagor in reliance upon the above representation. Said representation will survive the closing and repayment of the Loan.

4.09 Duplicate Originals. This Mortgage may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original.

4.10 Usury Laws. This Mortgage, the Note, and the other Loan Documents are subject to the express condition that at no time shall Mortgagor be obligated or required to pay interest on the debt at a rate which could subject the holder of the Note to either civil or criminal liability as a result of being in excess of the maximum interest rate permitted by applicable law. If, by the terms of this Mortgage, the Note, or any of the Loan Documents, Mortgagor is at any time required or obligated to pay interest on the debt at a rate in excess of such maximum rate, the rate of interest under the same shall be deemed to be immediately reduced to such maximum rate and the interest payable shall be computed at such maximum rate and all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of the principal balance of the Note.

4.11 Construction. This Mortgage and the Note shall be construed without regard to any presumption or other rule requiring construction against the party causing this Mortgage and the Note to be drafted.

4.12 Release of Mortgage. If all of Mortgagor's obligations under the Loan Documents are paid in full in accordance with the terms of the Loan Documents, no Default then exists hereunder and no Event of Default then exists under any other Loan Document, and if Mortgagor shall well and truly perform all of Mortgagor's covenants contained herein, then this conveyance shall become null and void and be released, and the Mortgaged Property shall be released to Mortgagor, at Mortgagor's request and expense.

4.13 Entire Agreement. This Mortgage, together with the other Loan Documents executed in connection herewith, constitutes the entire agreement and understanding among the parties relating to the subject matter hereof and supersedes all prior proposals, negotiations, agreements, and understandings relating to such subject matter. In entering into this Mortgage, Mortgagor acknowledges that it is not relying on any representation, warranty, covenant, promise, assurance, or other statement of any kind made by the Mortgagee or by any employee or agent of the Mortgagee.


Mortgage (M)
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4.14 State Specific Provisions.

Mortgagor hereby agrees to the provisions of Sections 846.101 and 846.103 of the Wisconsin Statutes, which provide for reduced periods of redemption in the event Mortgages expressly elects in its foreclosure complaint to waive judgment for any deficiency which may remain due to Mortgages after sale of the Mortgaged Property and consent that Mortgagor, unless the Mortgaged Property is abandoned, may remain in possession of the Mortgaged Property and be entitled to all rents, issues and profits therefrom through the date of confirmation of any sheriff's sale by the court.

NOW, THEREFORE, if the Note and any indebtedness secured by this Mortgage shall be well and truly paid according to their tenor and if all the terms, covenants, conditions, and agreements of the Mortgagor contained herein and in the Note and Loan Documents, shall be fully and faithfully performed, observed, and complied with, then this mortgage deed shall be void, but shall otherwise remain in full force and effect.

[No further text on this page; signatures appear on the following page]

10/27/20

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IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the 2nd day of May, 2018.

Signed, Sealed, and Delivered in the Presence of:

MORTGAGOR:

THM HOLDINGS, LLC, a Wisconsin Limited Liability Company


By: Heidi Ludewig, Manager

(Seal) 5-2-18
Date

Name:
Print Name: _____


Name:
Print Name: _____

STATE OF WI)
) ss.:
COUNTY OF Waukesha)

I certify that on May 2, 2018, Heidi Ludewig came before me in person and stated to my satisfaction that he/she:

(a) made the attached instrument; and

(b) was authorized to and did execute this instrument on behalf of and as member of Thm Holdings LLC, (the "Company"), the entity named in this instrument, as the free act and deed of the Company, by virtue of the authority granted by its bylaws and its board of directors / operating agreement and its members / partnership agreement and its partners.


NOTARY PUBLIC
My Comm. is per [unclear]



THM
Mortgage Loan
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**SCHEDULE A
PROPERTY DESCRIPTION**

LOT 16 IN BLOCK 30 IN ADDITION NO. 1 TO TOWNSITE OF CUDAHY, IN THE NORTHEAST 1/4 OF SECTION 26, IN TOWNSHIP 6 NORTH, RANGE 22 EAST, IN THE CITY OF CUDAHY, MILWAUKEE COUNTY, WISCONSIN.

Commonly known as: 3928-3928A East Squire Avenue, Cudahy, WI 53005
Pin No.: 632-0010-000

Derivation Clause: This is the property conveyed to Mortgagor by Deed of _____, dated _____, recorded in the Office of the Register of Deeds for Milwaukee, where it appears in Book _____, at Page _____.

[Handwritten Signature]
Mortgage (M)
Page 17 of 18

EXHIBIT A
COMMERCIAL PROMISSORY NOTE

[Signature]
Notarized Copy
Page 18 of 18

DOC # 10779828

RECORDED
05/25/2018 10:59 AM

10775086 Document No.	ASSIGNMENT OF MORTGAGE Document Title
--------------------------	---

JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
TRANSFER FEE:
FEE EXEMPT #:
This document has been electronically recorded and returned to the submitter.

Loan # [REDACTED]

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the undersigned, ANCHOR LOANS, LP ("Assignor"), hereby grants, assigns and transfers to Anchor Assets V, LLC a California Limited Liability Company ("Assignee"), as to an undivided 100.000% interest equal to \$150,000.00, ("Assignee"), all of its right, title and interest under that certain Mortgage dated May 2, 2018, executed by THM HOLDINGS, LLC, a Wisconsin Limited Liability Company, having an office at 71745 W. Bluemound Rd #157J, Brookfield WI 53005, as Mortgagor to ANCHOR LOANS, LP, A DELAWARE LIMITED PARTNERSHIP, having its principal place of business at 5230 Las Virgenes Road, Suite 105, Calabasas, CA 91302, as Mortgagee and recorded 5/9/2018 in the Official Records in the Register of Deed's Office of Milwaukee County, Wisconsin, describing land there as:

Recording Area (do not write above this line)

NAME AND RETURN ADDRESS

ANCHOR LOANS, LP
5230 LAS VIRGENES ROAD, STE. 105
CALABASAS, CA 91302

632-0010-000

Tax Key No.

LOT 16 IN BLOCK 30 IN ADDITION NO. 1 TO TOWNSITE OF CUDAHY, IN THE NORTHEAST 1/4 OF SECTION 26, IN TOWNSHIP 6 NORTH, RANGE 22 EAST, IN THE CITY OF CUDAHY, MILWAUKEE COUNTY, WISCONSIN.

Commonly known as: 3928-3928A East Squire Avenue, Cudahy, WI 53005
Pin No.: 632-0010-000

TOGETHER WITH the Note or other Obligation therein described, and the money due and to grow due thereon, with interest.

TO HAVE AND TO HOLD the same unto the said Assignee forever, subject only to all the provisions contained in said Mortgage and the Note or other Obligation. AND, the said Assignor hereby constitutes and appoints the Assignee as the Assignor's true and lawful attorney, irrevocable in law or in equity, in the Assignor's name, place and stead but at the Assignee's cost and expenses, to have, use and take all lawful ways and means for the recovery of all the said money and interest; and in case of payment, to discharge the same as fully as the Assignor might or could do if these presents were not made.

AND the Assignor covenants that there is now and owing on the said Mortgage and Note or other Obligation secured thereby the sum of \$150,000.00, principal with interest thereon, and that it is aware of no set-offs, counterclaims or defenses against the same, in law or equity, nor have there been any modifications or other changes in the original terms thereof, other than as stated herein.

In reference herein to any parties, use of any particular gender or the plural or singular name is intended to include the appropriate gender or number as the text of the within instrument may require.

The original principal amount due under the Note(s) is \$150,000.00.

IN WITNESS WHEREOF, the said Assignor has hereunto set its hand and seal or caused these presents to be signed by its proper officers and its seal, if any, to be hereto affixed this 23rd day of May, 2018.

ANCHOR LOANS, LP

Witness #1

J. Mousseau

By:

Brittany Goodchild

Brittany Goodchild, Capital Markets Manager

Witness #2:

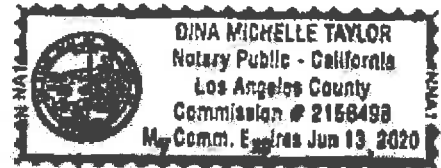
Kristin Cain

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On May 23rd 2018 before me, Dina Michelle Taylor, notary public personally appeared Brittany Goodchild who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(This area for official notary seal)



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal,

Dina Michelle Taylor

Notary Public commissioned for said County and State.

PREPARED BY:
ANCHOR LOANS, L.P.
5230 LAS VIRGENES ROAD, STE. 105
CALABASAS, CA 91302
By: Janice Mousseau

Derivation Clause: "This is the property conveyed to Mortgagor by Deed of Trust, dated 05/02/2018 and recorded in the Office of the Register of Deeds for Milwaukee on 05/09/2018, where it appears as Document # 10775086.

<p>10775086</p> <p>Document No.</p>	<p>ASSIGNMENT OF MORTGAGE</p> <p>Document Title</p>	<p>DOC # 10844276</p> <p>RECORDED 01/29/2019 06:12 AM</p> <p>JOHN LA FAVE REGISTER OF DEEDS Milwaukee County, WI AMOUNT: 30.00 TRANSFER FEE: FEE EXEMPT #:</p> <p>***This document has been electronically recorded and returned to the submitter.***</p> <p><u>Recording Area (do not write above this line)</u></p> <p>NAME AND RETURN ADDRESS</p> <p>ANCHOR LOANS, LP 5230 LAS VIRGENES ROAD, STE. 105 CALABASAS, CA 91302</p> <p>632-0010-000 Tax Key No.</p>
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Loan # [REDACTED]

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the undersigned, ANCHOR LOANS, LP ("Assignor"), hereby grants, assigns and transfers to Anchor Assets XH, LLC, a California Limited Liability Company ("Assignee"), as to an undivided 100.000% interest equal to \$150,000.00, ("Assignee") all of its right, title and interest under that certain Mortgage dated May 2, 2018, executed by THM HOLDINGS, LLC, a Wisconsin Limited Liability Company, as Mortgagor to ANCHOR LOANS, LP, A DELAWARE LIMITED PARTNERSHIP, as Mortgagee and recorded 5/9/2018 in the Official Records in the Register of Deed's Office of Milwaukee County, Wisconsin, describing land there as:

LOT 16 IN BLOCK 30 IN ADDITION NO. 1 TO TOWNSITE OF CUDAHY, IN THE NORTHEAST 1/4 OF SECTION 26, IN TOWNSHIP 6 NORTH, RANGE 22 EAST, IN THE CITY OF CUDAHY, MILWAUKEE COUNTY, WISCONSIN.

Commonly known as: 3928-3928A East Squire Avenue, Cudahy, WI 53005

Pin No.: 632-0010-000

TOGETHER WITH the Note or other Obligation therein described, and the money due and to grow due thereon, with interest.

TO HAVE AND TO HOLD the same unto the said Assignee forever, subject only to all the provisions contained in said Mortgage and the Note or other Obligation. AND, the said Assignor hereby constitutes and appoints the Assignee as the Assignor's true and lawful attorney, irrevocable in law or in equity, in the Assignor's name, place and stead but at the Assignee's cost and expenses, to have, use and take all lawful ways and means for the recovery of all the said money and interest; and in case of payment, to discharge the same as fully as the Assignor might or could do if these presents were not made.

AND the Assignor covenants that there is now and owing on the said Mortgage and Note or other Obligation secured thereby the sum of \$150,000.00, principal with interest thereon, and that it is aware of no set-offs, counterclaims or defenses against the same, in law or equity, nor have there been any modifications or other changes in the original terms thereof, other than as stated herein.

In reference herein to any parties, use of any particular gender or the plural or singular name is intended to include the appropriate gender or number as the text of the within instrument may require.

The original principal amount due under the Note(s) is \$150,000.00.

IN WITNESS WHEREOF, the said Assignor has hereunto set its hand and seal or caused these presents to be signed by its proper officers and its seal, if any, to be hereto affixed this 15th day of October, 2018.

Anchor Assets V, LLC,
a California Limited Liability Company

By: [Signature]
Brittany Goodchild, as Authorized
Representative of Lighthouse
Management, LLC, a California
Limited Liability Company and Manager
for Anchor Assets V, LLC

Witness #1: [Signature]
Witness #2: [Signature]

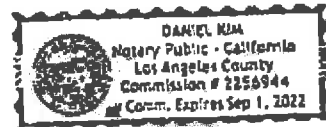
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On 10/15/18, before me, Daniel Kim, notary
public

personally appeared Brittany Goodchild
who proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

(This area for official notary seal)



I certify under PENALTY OF PERJURY under the laws of the State of
California that the foregoing paragraph is true and correct.

Witness my hand and official seal,

[Signature]
Notary Public commissioned for said County and State

PREPARED BY:
ANCHOR LOANS, L.P.
5230 LAS VIRGENES ROAD, STE. 105
CALABASAS, CA 91302

RECORDED

04/29/2020 12:34 PM

ISRAEL RAMON

REGISTER OF DEEDS

Milwaukee County, WI

AMOUNT: 30.00

TRANSFER FEE:

FEE EXEMPT #:

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

WHEN RECORDED MAIL TO:
ANCHOR LOANS, LP
5230 LAS VIRGENES ROAD, STE. 105
CALABASAS, CA 91302
818-867-2054 / 310-395-0010

ASSIGNMENT OF SECURITY INSTRUMENT

Ref AL: [REDACTED]

Property Address: 3928-3928A EAST SQUIRE AVENUE, CUDAHY, WI 53110

Parcel Number: 6320010000

For value received, ANCHOR ASSETS XII, LLC, a California Limited Liability Company ("Assignor"), having an address of 5230 Las Virgenes Road, Ste. 105, Calabasas, CA 91302, the undersigned holder, hereby grants, sells, assigns, conveys and transfers, without recourse to ANCHOR LOANS, LP, a Delaware Limited Partnership ("Assignee"), having an address of 5230 Las Virgenes Road, Ste. 105, Calabasas, CA 91302 all of its right, title and interest under that certain security instrument ("Security Instrument") dated May, 2, 2018, executed by THM HOLDINGS, LLC, a Wisconsin Limited Liability Company, to ANCHOR LOANS, LP, A DELAWARE LIMITED PARTNERSHIP, and given to secure payment of \$150,000.00, recorded as Instrument Number (10775086) on 09th of May, 2018 of official records in MILWAUKEE County, WI, describing land there as:

LOT 16 IN BLOCK 30 IN ADDITION NO. 1 TO TOWNSITE OF CUDAHY, IN THE NORTHEAST 1/4 OF SECTION 26, IN TOWNSHIP 6 NORTH, RANGE 22 EAST, IN THE CITY OF CUDAHY, MILWAUKEE COUNTY, WISCONSIN.

TOGETHER WITH the Note(s) or other Obligation therein described, and the money due and to grow due thereon, with interest, and all rights accrued or to accrue under such Security Instrument.

TO HAVE AND TO HOLD the same unto the said Assignee, its successors and assigns, forever, subject only to all the provisions contained in said Security Instrument and the Note or other Obligation. AND, the said Assignor hereby constitutes and appoints the Assignee as the Assignor's true and lawful attorney, irrevocable in law or in equity, in the Assignor's name, place and stead but at the Assignee's cost and expenses, to have, use and take all lawful ways and means for the recovery of all the said money and interest; and in case of payment, to discharge the same as fully as the Assignor might or could do if these presents were not made.

AND the Assignor covenants that there is now and owing the said Note or other Obligation secured thereby, and there are no set-offs, counterclaims or defenses against the same, in law or equity, nor have there been any modifications or other changes in the original terms thereof, other than as stated herein.

In reference herein to any parties, use of any particular gender or the plural or singular name is intended to include the appropriate gender or number as the text of the within instrument may require.

ANCHOR ASSETS XII, LLC, a California Limited Liability Company

By: [Signature]

Brittany Cusack
Title: Authorized Representative of Lighthouse Management, LLC, a California Limited Liability Company and Manager for Anchor Assets XII, LLC

Witnessed By: [Signature]
Witness Name: Shawn Cusack
Title: Unofficial Witness

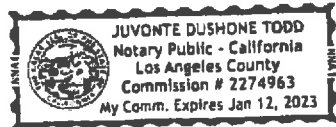
Witnessed By: [Signature]
Witness Name: Gina Cusack
Title: Unofficial Witness

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On 4.27.20, before me, Juvonte Dushone Todd, notary public personally appeared Brittany Cusack who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(This area for official notary seal)



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal,

[Signature]
Notary Public commissioned for said County and State

PREPARED BY:
ANCHOR LOANS, L.P.

Exhibit B

GUARANTY

Date: **Wednesday, May 2, 2018**
Loan: [REDACTED]
Debtor: **THM HOLDINGS, LLC**
Lender: **ANCHOR LOANS, LP, a Delaware Limited Partnership**
Property Address: **3928-3928A East Squire Avenue, Cudahy, WI 53110**
Principal Amount: **\$150,000.00**

This GUARANTY (the "Guaranty") is made by the undersigned ("Guarantor") in favor of ANCHOR LOANS, LP, a Delaware Limited Partnership ("Lender").

1. Guaranty of Payment. Guarantor acknowledges that the giving of this Guaranty is a material condition precedent to Lender's extending financial accommodations to THM HOLDINGS, LLC ("Borrower") and that Guarantor has derived or expects to derive material financial advantages or other benefits commensurate in value to the obligations and liabilities being undertaken by Guarantor under the terms of this Guaranty.

2. Indebtedness Guaranteed. In consideration of the foregoing, and for other valuable consideration, Guarantor unconditionally guarantees and promises to pay to Lender, on demand, in lawful money of the United States of America all indebtedness of Borrower to Lender. "Indebtedness" shall mean any and all debts, liabilities and obligations of Borrower (including without limitation the obligation to pay principal, interest, late charges, fees and other costs, losses, expenses and indemnities) arising under or related to any of the following: that certain Secured Promissory Note dated on or about the date hereof executed by Borrower to the order of Lender in the principal amount of Gross Loan 2 (the "Note"), any mortgage(s) or other security instruments securing the Note, any hazardous materials indemnity agreement or other environmental indemnity executed in connection therewith or contained in any such documents and any other documents or instruments evidencing, securing or related to the loan evidenced by the Note, each as amended, modified, supplemented or restated from time to time. This Guaranty may not be revoked. This is a continuing guaranty of payment and not a guaranty of collection. This Guaranty shall continue to be effective or be reinstated if at any time any payment of any Indebtedness is rescinded or must otherwise be returned to Lender upon the insolvency, bankruptcy or reorganization of Borrower, Guarantor or otherwise, all as though such payment had not been made.

3. Nature of Guarantor's Liability. Guarantor's obligations and liabilities under this Guaranty are independent of the Borrower's obligations and liabilities under any documents evidencing the Indebtedness ("Loan Documents"), and a separate action or actions may be brought and prosecuted against Guarantor whether an action is brought against Borrower or any other guarantor or Person, whether or not any foreclosure has been or is going to be initiated with respect to any security for the Indebtedness, or whether Borrower or any other guarantor or Person are joined in any such action or actions. Recovery realized from any other guarantor of the Indebtedness, or recovery from any source other than a direct payment by Guarantor, shall be first credited upon that portion of the Indebtedness which exceeds the maximum liability of Guarantor hereunder. As used in this Guaranty, "Person" means any individual or entity, and may include Lender where the construction so allows.

4. Guarantor's Authorization. Guarantor authorizes Lender, without notice, demand or consent of any kind, and without affecting Guarantor's liability under this Guaranty, from time to time, to (a) renew, alter, compromise, extend, accelerate or otherwise change any of the terms of the Indebtedness or any part thereof, including changing the rate of interest thereon or the time for payment thereof, (b) accept partial payments on the Indebtedness, (c) extend credit to Borrower on an unsecured basis or take security or other support for the obligations evidenced by this Guaranty or the Indebtedness, and exchange and enforce, waive or release any such security or other support or any part thereof, (d) accept new or additional documents, instruments or agreements relative to the Indebtedness, (e) apply any security or other support and direct the order or manner of sale or other disposition of such property as Lender, in its sole discretion, may determine, and (f) release or substitute any Person liable on the Indebtedness, any other guarantor of the Indebtedness, or any other Person providing support for the Indebtedness to Lender, this Guaranty, or any other guaranty. Guarantor waives all rights and defenses based on Lender's taking or failing to take none, some, any or all of the actions referred to in this section.

5. Waivers.

(a) Guarantor waives any and all rights and defenses arising by reason of:

(i) the absence, impairment or loss of any right of reimbursement, contribution or subrogation, or any other right or remedy of Guarantor against Borrower or any other guarantor or Person, or with respect to any security interest or other support for the Indebtedness,

(ii) any disability or other defense of Borrower, or the partial or complete cessation from any cause of the liability of Borrower for the Indebtedness for any reason other than payment in full and final satisfaction,

(iii) the application by Borrower of the proceeds of any Indebtedness for purposes other than the purposes represented by Borrower to Lender or Guarantor or intended or understood by Lender or Guarantor,

(iv) any act or omission by Lender which directly or indirectly results in or aids the discharge of Borrower or any of the Indebtedness by operation of law or otherwise,

(v) the statute of limitations in any action under this Guaranty or in any action for the collection of any Indebtedness,

(vi) the omission of any demand, presentment, protest or notice of any kind, including without limitation notice of the existence, creation, incurring, modification, substitution or renewal of any new or additional Indebtedness or of any action or non-action on the part of Borrower, Lender or any other Person in connection with any Indebtedness, or

(vii) any exchange, release, loss, damage, impairment or non-perfection of any security or support for the Indebtedness, or any release, amendment, waiver of or consent to depart from the terms of any security agreement, other support or any other guaranty, for all or any of the Indebtedness.

(b) Guarantor waives all rights to require Lender to (i) seek payment of the Indebtedness from Borrower, any other guarantor or Person, or from any collateral securing the Indebtedness, before enforcing Guarantor's obligations under this Guaranty, (ii) apply any payments from any source in any particular manner, including without limitation to apply any payments to any portion of the Indebtedness guaranteed by this Guaranty before applying them to anything else, (iii) give notice of the terms, time and place of any public or private sale of personal property security for the Indebtedness or comply with any other provisions of Section 9504 of the Uniform Commercial Code or its equivalent, from time to time in effect in the state governing such security interest, (iv) give notice of any judicial or nonjudicial sale or foreclosure of any real property security any portion of the Indebtedness, or (v) enforce any remedy which Lender now has or hereafter may have against Borrower, any other guarantor or Person. Guarantor also waives any benefit of, and any right to participate in or direct the application of, any now existing or hereafter acquired security or support for the Indebtedness.

(c) Guarantor acknowledges that Guarantor is entitled under various legal doctrines to reimbursement from Borrower to the extent Guarantor pays the Indebtedness. Nonetheless, Guarantor hereby waives any and all rights of reimbursement under any legal doctrine including without limitation subrogation, indemnity, contribution, or any other claim arising from the existence or performance of this Guaranty which Guarantor now or hereafter may have against Borrower or any Person, or their respective properties, directly or contingently liable for the Indebtedness, or any direct or contingent security for the Indebtedness. The preceding sentence shall remain in effect only until all of the Indebtedness has been paid in full, including without limitation any portion thereof which exceeds the liability of Guarantor under this Guaranty.

(d) Guarantor waives notice of acceptance of this Guaranty. Without limiting the generality of the waivers contained in this Guaranty, Guarantor waives all rights, defenses and other benefits under the following statutes, judicial decisions applying these statutes, and further waives all equivalent legal rules in any form in all applicable jurisdictions: Guarantor acknowledges that Lender is relying on all of the waivers contained throughout this Guaranty in creating and continuing the Indebtedness, and that these waivers are a material part of the consideration to Lender for creating and continuing the Indebtedness.

6. Mortgage on Real Property. Guarantor waives all rights and defenses that the Guarantor may have because the debtor's debt is secured by real property, if any. This means, among other things:

(a) The creditor may collect from the Guarantor without first foreclosing on any real or personal property collateral pledged by the debtor; and

(b) If the creditor forecloses on any real property collateral pledged by the debtor:

(i) The amount of the debt may be reduced only the by price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price.

(ii) The creditor may collect from the Guarantor even if the creditor, by foreclosing on the real property collateral, has destroyed any right the Guarantor may have to collect from the debtor.

This is an unconditional and irrevocable waiver of any rights and defenses the Guarantor may have because the debtor's debt is secured by real property.

Guarantor waives all rights and defenses arising out of an election of remedies by the creditor.

In this section, the word "creditor" means Lender, and the words "debtor" and "principal" mean Borrower or any person or entity directly or indirectly responsible in any manner for the performance of any of Borrower's obligations to Lender.

7. Diligent Inquiries. Guarantor assumes the responsibility for being and keeping informed of the financial condition of Borrower and of all other circumstances bearing upon the risk of nonpayment of the Indebtedness, and confirms that Lender shall have no duty to advise Guarantor of any information regarding such condition or any such circumstances whether or not materially adverse. Guarantor waives all rights and defenses based on Lender's failure to perform any such duty.

8. Married Persons. Guarantor agrees that full recourse for all obligations created under this Guaranty may be had against his or her separate and community property.

9. General Provisions.

9.1 Notices. All notices under this Guaranty shall be in writing and shall be deemed to have been properly given in accordance with the notice provisions of the Note, incorporated herein by reference, with the understanding that the address of Borrower and Guarantor are the same.

9.2 Binding Effect. This Guaranty shall be binding upon Guarantor, its permitted successors, representatives and assigns, and shall inure to the benefit of Lender and its successors and assigns; provided, Guarantor may not assign or transfer its obligations under this Guaranty without the prior written consent of Lender. Lender reserves the right to sell, assign or transfer its rights and powers under this Guaranty in whole or in part without notice to Guarantor. In that connection, Lender may disclose all documents and information which Lender now or hereafter may have relating to this Guaranty, Guarantor or Guarantor's operations or finances. Guarantor waives any duty of confidentiality Lender may have with respect to information concerning Guarantor and Guarantor's finances, as well as all rights and defenses based on Lender's failure to comply with any such duty, in the circumstances covered by the preceding two sentences.

9.3 No Waiver. Any waiver, consent or approval of any kind by Lender must be in writing and shall be effective only to the extent set forth in such writing. No failure or delay on the part of Lender in exercising any power, right or privilege under this Guaranty shall operate as a waiver thereof, and no single or partial exercise of any such power, right or privilege shall preclude any further exercise thereof, or the exercise of any other power, right or privilege.

9.4 **Rights Cumulative.** All rights and remedies existing under this Guaranty are cumulative to, and not exclusive of, any other rights or remedies under contract or applicable law.

9.5 **Unenforceable Provisions.** Any provision of this Guaranty which is prohibited or unenforceable in any jurisdiction shall be so only as to such jurisdiction and only to the extent of such prohibition or unenforceability, but all the remaining provisions of this Guaranty shall remain valid and enforceable.

9.6 **Governing Law.** This Guaranty is, and shall be deemed to be, a contract entered into under and pursuant to the laws of the State of Wisconsin and shall be in all respects governed, construed, applied and enforced in accordance with the laws of said state without regard to conflicts of laws considerations; and this Guaranty shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted; and no defense given or allowed by the laws of any other state of country shall be interposed in any action or proceeding hereon unless such defense is also given or allowed by the laws of the State of Wisconsin. The undersigned agrees to submit to personal jurisdiction in the State of Wisconsin in any action or proceeding arising out of this Guaranty and, in furtherance of such agreement, the undersigned hereby agrees and consents that without limiting other methods of obtaining jurisdiction, personal jurisdiction over the undersigned in any such action or proceeds may be obtained within or without the jurisdiction of any court located in Wisconsin and that any process or notice of motion of other application to any such court in connection with any such action or proceeding may be served upon the undersigned by registered mail to or by personal service at the last known address of the undersigned, whether such address be within or without the jurisdiction of any such court.

9.7 **Waivers.** The Guarantor hereby waives any claim, right or remedy which the Guarantor may now have or hereafter acquire against Borrower that arises hereunder and/or from the performance by the Guarantor hereunder, including, without limitation, any claim, remedy or right of subrogation, reimbursement, exoneration, contribution, indemnification or participation in any claim, right or remedy of Lender against Borrower or any security which Lender now has or hereafter acquires, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise. The foregoing waiver by the Guarantor shall terminate and be of no further force or effect at such time as the entire Debt has been fully and indefeasibly paid to and received by Lender

9.8 **Severability.** A determination that any portion of this Guaranty is unenforceable or invalid shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Guaranty to any circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other circumstances.

9.9 **Reimbursement.** Guarantor shall reimburse Lender for all costs and expenses, including without limitation reasonable attorneys' fees, expended or incurred by Lender in any arbitration, mediation, judicial reference, legal action or otherwise following Borrower's default in connection with the Indebtedness or Guarantor's default hereunder, including in connection with (a) the interpretation and enforcement of this Guaranty, including without limitation during any workout, attempted workout, and/or in connection with the rendering of legal advice as to Lender's rights, remedies and obligations under this Guaranty or any the Loan Documents, (b) collecting any sum which becomes due Lender under this Guaranty or any Loan Document, (c) any proceeding for declaratory relief, any counterclaim to any proceeding, or any appeal, or (d) the protection, preservation or enforcement of any rights or remedies of Lender. For the purposes of this section, attorneys' fees shall include, without limitation, fees incurred in connection with the following: (1) contempt proceedings; (2) discovery; (3) any motion, proceeding or other activity of any kind in connection with a bankruptcy proceeding or case arising out of or relating to any petition under Title 11 of the United State Code, as the same shall be in effect from time to time, or any similar law; (4) garnishment, levy, and debtor and third party examinations; and (5) post-judgment motions and proceedings of any kind, including without limitation any activity taken to collect or enforce any judgment.


9.10 **Multiple Borrower/Guarantor.** In all cases where there is more than one Borrower, or when this Guaranty is executed by more than one Guarantor, all words used herein in the singular shall be deemed to have been used in the plural where the context and construction so require; and when there is more than one Borrower named herein or when this Guaranty is executed by more than one Guarantor, the words "Borrower" and "Guarantor", respectively, mean all and any one or more of them.

9.11 **Joint and Several.** Should more than one Person sign this Guaranty as Guarantor, their obligations hereunder shall be joint and several.

Guarantor: Heidi Wachowiak
Signature:  (SEAL)

9.12 **Entire Agreement.** This Guaranty is intended by Guarantor and Lender as the final expression of Guarantor's obligations and liabilities to Lender described herein and supersedes all prior understandings or agreements concerning the subject matter hereof. This Guaranty may be amended only by a writing signed by Guarantor and Lender.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of May 2 2018

GUARANTOR(S):

Heidi Wachowiak

