

FILED
07-13-2021
John Barrett
Clerk of Circuit Court
2021CV004101
Honorable William S.
Pocan-26
Branch 26

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

TVC Mortgage Trust 2020-RTL1 by U.S. Bank
Trust National Association, not in its individual
capacity but solely as Owner Trustee
314 S. Franklin Street
Titusville, PA 16354

Plaintiff,

v.

MTK Investments, LLC
17145 W. Bluemound Road, Suite 157J
Brookfield, WI 53005

Jacob Schuyler
516 Fulton Street
Waukesha, WI 53186

Seth E. Dizard
8019 Warren Avenue
Milwaukee, WI 53213

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

Defendants.

SUMMONS

Foreclosure Of Mortgage: 30404
The Amount Claimed Exceeds \$10,000.00

THE STATE OF WISCONSIN,

To each person named above as a defendant:

WEST ALLIS ATTORNEY
22 JUL 21 PM 2:32

gm
7/22

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

Within 20 days, or within 45 days if you are the State of Wisconsin or an insurance company, or within 60 days if you are the United States of America, after receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, which address is Milwaukee County Courthouse 901 N 9th Street, Milwaukee, WI 53233, and to Codilis, Moody & Circelli, P.C., plaintiff's attorneys, whose address is 15W030 North Frontage Road, Suite 200, Burr Ridge, IL 60527. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days, or within 45 days if the defendant is the State of Wisconsin or an insurance company, or within 60 days if the defendant is the United States of America, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future and may also be enforced by garnishment or seizure of property.

Dated: July 2, 2021.

Codilis, Moody & Circelli, P.C.
Attorneys for Plaintiff
Electronically signed by
Shawn R. Hillmann
WI State Bar No. 1037005
Emily Thoms
WI State Bar No. 1075844
Matthew Comella
WI State Bar No. 1096303
Codi C. Gratz
WI State Bar No. 1086257

Codilis, Moody & Circelli, P.C.
15W030 North Frontage Road, Suite 200
Burr Ridge, IL 60527
(414) 775-7700
pleadings@il.cslegal.com
50-21-00308
NOTE: This law firm is a debt collector.

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

TVC Mortgage Trust 2020-RTL2 by U.S. Bank Trust NA,
Trustee vs. MTK Investments, LLC et al

**Electronic Filing
Notice**

Case No. 2021CV004101

Class Code: Foreclosure of Mortgage

FILED

07-13-2021

John Barrett

Clerk of Circuit Court

2021CV004101

Honorable William S.

Pocan-26

Branch 26

CITY OF WEST ALLIS
7525 W. GREENFIELD AVENUE
MILWAUKEE WI 53214

Case number 2021CV004101 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.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

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. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

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: 70ea1a

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: July 13, 2021

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? <input type="checkbox"/> Yes <input type="checkbox"/> No
What is the number of people living in your household?	
What is your Race? <input type="checkbox"/> African American/Black <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian / Pacific Islander <input type="checkbox"/> White	
What is your Ethnicity? <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	
How did you hear about the Foreclosure Mediation Program? <input type="checkbox"/> Colored forms attached to summons (pink, yellow or green) <input type="checkbox"/> Take Root Milwaukee Hotline <input type="checkbox"/> Website (which one): <input type="checkbox"/> Housing Counselor (Name): <input type="checkbox"/> Other (please explain):	
<p>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.</p> <p>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.</p> <p>I also certify that I am the owner and mortgagor of the property that is subject to this foreclosure action.</p>	
_____ 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."		
<p>Step 1:</p> <p>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:</p> <p>Mail: P.O. Box 633, Milwaukee, WI 53201 Email: apply@mediatewisconsin.com Fax: (414) 939-8803</p> <p>Contact us with questions at: Phone: (414) 939-8800 / Toll Free: (877) 721-6262</p> <p><i>If you are deemed eligible for mediation, you will receive the name of your housing counselor or documents specialist within two (2) business days.</i></p>	<p>Step 2:</p> <p>Call and meet with your assigned housing counselor or documents specialist and to put together a complete financial package.</p> <p>Promptly collect and deliver to them all of the items they request. This step is critical.</p> <p>This should be done within two (2) weeks or sooner.</p>	<p>Step 3:</p> <p>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)</p> <p>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.</p> <p>Please contact us to discuss installment payments, if needed.</p>

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.

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Plaintiff,

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17145 W. Bluemound Road, Suite 157J
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Jacob Schuyler
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Waukesha, WI 53186

Seth E. Dizard
8019 Warren Avenue
Milwaukee, WI 53213

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

Defendants.

COMPLAINT

Foreclosure Of Mortgage: 30404
The Amount Claimed Exceeds \$10,000.00

Now comes the plaintiff, by its attorneys, and alleges:

1. Plaintiff is a Trust and is engaged in the lending business with offices at the address stated in the captions of these pleadings. The mortgage loan account that is the subject of this action is serviced by BSI Financial Services, Inc.

2. MTK Investments, LLC (“Mortgagor”) is a Limited Liability Company with a last-known address as stated in the captions of these pleadings.

3. Jacob Schuyler (“Guarantor”) is an adult whose last-known address is the address stated in the captions of these pleadings.

First Cause of Action

4. Repeats and realleges each and every averment contained in paragraphs one (1) through three (3) above.

5. A representative for Mortgagor executed and delivered a Commercial Interest-Only Balloon Promissory Note (“Note”) and Mortgage to the originating lender for the consideration expressed therein, copies being attached as Exhibits.

6. The Mortgage was recorded in the office of the Register of Deeds on 07/22/2019 as Document Number 10890340 and has been assigned to Plaintiff as evidenced by that Assignment attached as an Exhibit.

7. Plaintiff is owed the sum of \$244,374.82, as of 06/08/2021 plus any amount as allowed by the Note and Mortgage additionally paid by the Plaintiff and accrued interest to the date of entry of any judgment.

8. The property has a common address of 3927 S. 41st Street, Milwaukee, WI 53221 and is further described in the Mortgage document as recorded.

9. The Mortgagor defaulted on the Note and Mortgage by failing to make payment when due.

10. The loan is mature.

11. The Mortgagor defaulted by failing to comply with the terms of the Note and Mortgage.

12. Plaintiff is the holder of the Note and Mortgage, together with all rights thereunder.

13. Plaintiff has fulfilled all conditions precedent under the Note and Mortgage and has declared the unpaid balance immediately payable.

14. The mortgaged property is a one- to 4-family residence on real estate of 20 acres or less that was **not owner occupied** at the commencement of the foreclosure action; said premises cannot be sold in parcels without injury to the interests of the parties.

15. The party or parties listed below may claim an interest in the property that is the subject of this action, and any such interest, whether identified or otherwise, is junior and subject to the plaintiff's mortgage:

Seth E. Dizard, by virtue of a Mortgage executed by MTK Investments LLC, dated 04/08/2018, and recorded/registered on 11/15/2019 in the office of the Recorder/Registrar of Deeds of Milwaukee County, Wisconsin, as Document No. 10927080, to secure a note in the principal sum of \$15,000.00.

City of West Allis, by virtue of a Judgment docketed in the Circuit Court for Milwaukee County on 09/09/2020 as Case No. 2020TJ000431, in favor of City of West Allis vs. MTK Investments LLC, 19745 Brenner Court, Brookfield, WI 53045, in the amount of \$5,010.00.

16. Plaintiff maintains its lien on, and all rights to, any amounts realized due to any taking, forfeiture, insurance loss or any similar miscellaneous proceeds, per the terms of the Mortgage or applicable loan documents.

Second Cause of Action

17. Repeats and realleges each and every averment contained in paragraphs one (1) through sixteen (16) above.

18. Guarantor executed a continuing Personal Guaranty dated 05/22/2019 guarantying payment of all obligations due under the Note and Mortgage, a copy being attached as an Exhibit.

19. The Guaranty is immediately enforceable against Guarantor upon any default of the Mortgagor.

20. The Mortgagor defaulted on the Note and Mortgage as further described in paragraphs nine (9) through eleven (11) above.

WHEREFORE, the Plaintiff demands judgment as follows:

(1) For the foreclosure and sale of the mortgaged premises in accordance with Wis. Stat. § 846.103(1), together with the entry of a judgment for any resulting deficiency upon confirmation of sheriff's sale, pursuant to Cause of Action One;

(2) For the entry of a judgment for the amounts due on the Commercial Interest-Only Balloon Promissory Note against Jacob Schuyler as Guarantor, pursuant to Cause of Action Two;

(3) If each Mortgagor or their assigns should abandon the property, for the foreclosure and sale of the mortgaged premises in accordance with Wis. Stat. § 846.102;

(4) Any Mortgagor, or any person occupying the premises, be enjoined and restrained from committing waste during the pendency of the action;

(5) Any other relief as may be just and equitable to the plaintiff.

Dated: July 2, 2021.

Codilis, Moody & Circelli, P.C.
Attorneys for Plaintiff
Electronically signed by
Shawn R. Hillmann
WI State Bar No. 1037005
Emily E. Thoms
WI State Bar No. 1075844
Matthew Comella
WI State Bar No. 1096303
Codi C. Gratz
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pleadings@il.cslegal.com
50-21-00308

NOTE: This law firm is a debt collector.

**COMMERCIAL INTEREST-ONLY
BALLOON PROMISSORY NOTE
(this "Note")**

THIS NOTE IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE NOTE AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE NOTE AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS NOTE WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS NOTE AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW NOTE EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

May 22, 2019

Date

\$224,900.00

3927 S 41st Street, Milwaukee, WI 53221

Property Address

On the date set forth above (the "Effective Date"), for value received, **MTK Investments, LLC through its manager Jacob Schulyer**, a Wisconsin limited liability company having an address at 19745 Brenner Court, Brookfield, WI 53045 ("Borrowers") unconditionally promise to pay to the order of **TVC Funding II, LLC**, a Delaware limited liability company, its successors and/or assigns ("Lender") as provided for in that certain mortgage, deed of trust or security instrument dated the 22nd day of May 2019, between Borrowers and Lender (the "Agreement"), (i) the maximum principal amount of Two Hundred Twenty-Four Thousand Nine Hundred Dollars (\$224,900.00) (the "Loan") and (ii) interest on the full maximum principal amount from the date of this Note until maturity at a rate of interest equal to Nine Percent (9.000%) unless stated otherwise. The maximum principal amount of the Loan from the Effective Date to the Maturity Date shall bear interest at a Nine Percent (9.000%) per annum until paid or as otherwise stated. All payments of both principal and interest shall be payable to Lender at 7101 Wisconsin Avenue, Suite 1012, Bethesda, MD 20814, or such other place as Lender may designate in writing. The Lender or anyone who subsequently takes this Note or any portion of this Note by assignment or any other transfer is called a "Note Holder" and any assignment or transfer to a Note Holder may be evidenced by a note or may be noteless, at the election of Lender. Upon written notice from Lender, Borrower shall promptly (and in any event within three (3) business days after any such request) execute and deliver to Lender any such documents as Borrower and/or Lender may require to confirm such assignment or other transfer, evidence the indebtedness, and/or to otherwise effectuate such assignment or other transfer including, without limitation, original replacement notes in form and substance satisfactory to Lender and payable to the order of Lender and/or a Note Holder in an aggregate principal amount equal to the stated principal amount of the Loan.

The principal of this Note and all accrued and unpaid interest is payable on, or before, June 1, 2020 (the "Maturity Date"). Additionally, interest-only monthly payments on the full maximum principal in the amount of One Thousand Six Hundred Eighty-Six Dollars and 75/100 cents (\$1,686.75) shall be

made monthly, in arrears, starting on July 1, 2019 and on or before the 1st day of each succeeding month until the Maturity Date or until the Note is satisfied in full including accrued interest and any other fees assessable (the "Monthly Interest Payment"). Payments of both principal and interest are to be made in lawful money of the United States of America in immediately available funds.

PREPAYMENT. In the event of prepayment, in whole or in part, prior to the Maturity Date a prepayment penalty rate may apply as stated in the prepayment rider attached hereto as Exhibit "A". Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: TVC Funding II, LLC, 7101 Wisconsin Avenue, Suite 1012, Bethesda, MD 20814.

LATE CHARGE. If the Lender has not received the full amount of any Monthly Interest Payment by the end of fifteen (15) calendar days after the date it is due, Borrower will pay a late charge to the Lender and be considered in default. The amount of the late charge will be 5% of the overdue payment. Borrower will pay this late charge promptly but only once on each late payment.

INTEREST AFTER DEFAULT. After the occurrence of an Event of Default as defined below (subject to any applicable cure or grace periods, if any), and at the option of the Lender, the legal rate of interest shall increase to eighteen percent (18%) or the highest rate allowed under applicable law per annum, whichever is less (the "Default Rate"). Such Default Rate shall be curable at the Lender's sole discretion provided the Event of Default has been cured. The Default Rate shall continue to accrue after judgment until the Note is paid in full if allowed under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any Monthly Interest Payment or any other payment when due under this Note, including but not limited to, to the payment in full of the outstanding principal due under this Note and all accrued and unpaid interest and fees due on the Maturity Date.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the Related Documents as defined in the Agreement aforementioned or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, or a trustee or receiver is appointed for Borrower or for all or a substantial portion of the assets of Borrower, or Borrower makes a general assignment for the benefit of Borrower's creditors, or Borrower files for bankruptcy, or an involuntary bankruptcy petition is filed against Borrower and such involuntary petition remains undismissed for sixty (60) days.

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

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Change In Ownership or Transfer. Any change in ownership of twenty-five percent (25%) or more of Borrower. Borrower sells, leases, or otherwise disposes of all or substantially all of its property, assets, or business, or if Borrower ceases any of its business operations, dissolves, or commences reorganization. If all or any part of the Collateral as defined below or any interest in the Collateral is sold or transferred.

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

Cure Provisions. If any default, other than a default in Monthly Interest Payment or any other payment due, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon an Event of Default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest, together with all other applicable fees, costs and charges, if any, immediately due and payable, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Subject to any limits under applicable law, upon default, Borrower agrees to pay Lender's reasonable attorneys' fees and all of Lender's other collection expenses, whether or not there is a lawsuit, including without limitation legal expenses for bankruptcy proceedings. Borrower further agrees to pay these attorneys' fees and expenses even if incurred after the date of any judgment Lender may obtain and agrees that the obligation will survive the entry of, and not be merged into, any judgment.

JURY WAIVER. LENDER AND BORROWER EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH LENDER OR BORROWER MAY BE PARTIES, ARISING OUT OF, OR IN ANY WAY PERTAINING TO, THIS NOTE. IT IS AGREED THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS. THIS WAIVER IS KNOWINGLY,

WILLINGLY AND VOLUNTARILY MADE BY LENDER AND BORROWER, AND LENDER AND BORROWER EACH HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. BORROWER FURTHER REPRESENTS THAT BORROWER HAS BEEN REPRESENTED IN THE SIGNING OF THIS NOTE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF BORROWER'S OWN FREE WILL, AND THAT BORROWER HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

GOVERNING LAW. This Note will be governed by, and construed in accordance with, the laws of the State of Maryland without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Maryland.

CONFESSED JUDGMENT. UPON THE OCCURRENCE OF A DEFAULT, BORROWER HEREBY AUTHORIZES ANY ATTORNEY DESIGNATED BY LENDER OR ANY CLERK OF ANY COURT OF RECORD TO APPEAR FOR BORROWER IN ANY COURT OF RECORD AND CONFESS JUDGMENT WITHOUT PRIOR HEARING AGAINST BORROWER IN FAVOR OF LENDER FOR, AND IN THE AMOUNT OF, THE UNPAID BALANCE OF THE PRINCIPAL AMOUNT OF THIS NOTE, ALL INTEREST ACCRUED AND UNPAID THEREON, ALL OTHER AMOUNTS PAYABLE BY BORROWER TO LENDER UNDER THE TERMS OF THIS NOTE OR ANY OTHER AGREEMENT, DOCUMENTS, INSTRUMENT EVIDENCING, SECURING OR GUARANTYING THE OBLIGATIONS EVIDENCED BY THIS NOTE, COSTS OF SUIT, AND ALL REASONABLE ATTORNEYS' FEES ACTUALLY INCURRED BY LENDER IN CONNECTION WITH ENFORCING ANY OF THE RIGHTS OR REMEDIES HEREUNDER. IT IS THE EXPRESS INTENT OF THE PARTIES HERETO THAT EVEN AFTER ONE OR MORE CONFESSED JUDGMENTS ARE ENTERED PURSUANT TO THIS NOTE THAT LENDER SHALL RETAIN THE RIGHT TO COLLECT AND CONFESS JUDGMENT FOR: ATTORNEYS' FEES, EXPENSES AND COSTS ACTUALLY INCURRED IN CONNECTION WITH THE COLLECTION OF THIS NOTE; ATTORNEYS FEES, EXPENSES AND COSTS ACTUALLY INCURRED TO DEFEND ITSELF FROM ANY CLAIMS ARISING IN CONNECTION WITH THIS NOTE OR THE RELATED DOCUMENTS; ATTORNEYS' FEES, EXPENSES AND COSTS ACTUALLY INCURRED IN PROTECTING LENDER'S COLLATERAL AND INTERESTS (COLLECTIVELY THE "POST JUDGMENT COSTS"). IT IS ALSO THE EXPRESS INTENT OF THE PARTIES HERETO THAT LENDER'S ABILITY AND RIGHT TO COLLECT FROM AND CONFESS JUDGMENT AGAINST BORROWER FOR ALL AMOUNTS DUE HEREUNDER, INCLUDING, WITHOUT LIMITATION, POST JUDGMENT COSTS, SHALL NOT MERGE INTO ANY JUDGMENT OR JUDGMENTS ENTERED IN FAVOR OF LENDER, BUT SHALL SURVIVE THE ENTRY OF ANY JUDGMENT OR JUDGMENTS IN FAVOR OF LENDER. FURTHERMORE, IT IS THE EXPRESS INTENT OF THE PARTIES HERETO THAT LENDER'S ABILITY AND RIGHT TO COLLECT FROM AND CONFESS JUDGMENT AGAINST BORROWER SHALL CONTINUE UNDIMINISHED UNTIL LENDER HAS RECEIVED PAYMENT IN FULL OF ALL AMOUNTS DUE HEREUNDER, INCLUDING, WITHOUT LIMITATION, ALL POST JUDGMENT COSTS.

Borrower hereby releases, to the extent permitted by applicable law, all errors and all rights of exemption, appeal, stay of execution, inquisition, and other rights to which Borrower may otherwise be entitled under the laws of the United States or of any state or possession of the United States now in force and which may hereafter be enacted. The authority and power to appear for and enter judgment against Borrower shall not be exhausted by one or more exercises thereof or by any imperfect exercise thereof and shall not be extinguished by any judgment entered pursuant thereto. Such authority may be exercised on one or more occasions or from time to time in the same or different

jurisdictions as often as Lender shall deem necessary or desirable, for all of which this Note shall be a sufficient warrant.

LIEN/SET OFF. Borrower hereby gives the Note Holder hereof a lien and right of set off for all of Borrower's liabilities to the Note Holder hereof or Lender upon and against all deposits, credits, and other property of Borrower now or hereafter in the possession or control of the Note Holder hereof, or in transit to it, excepting however, funds held in trust by Borrower.

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 Note and repayment of amounts due to Lender hereunder.

COLLATERAL. Borrower acknowledges this Note is secured by among other things the following collateral described in the security instrument listed herein: a Mortgage, Deed of Trust or Security Instrument to Lender on real property located in Milwaukee County, State of Wisconsin ("Collateral"). The Real Property or its address is commonly known as **3927 S 41st Street, Milwaukee, WI 53221.**

LINE OF CREDIT. This Note and its related construction loan agreement evidence a straight line of credit. Once the total amount of principal has been advanced, Borrower is not entitled to further loan advances. The following person or persons are authorized, except as provided in this paragraph, to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of such authority: **Jacob Schulyer.** Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs.

CONSENT TO JURISDICTION. Borrower irrevocably submits to the jurisdiction of any state or federal court sitting in the State of Maryland over any suit, action, or proceeding arising out of or relating to this Note. Borrower irrevocably waives, to the fullest extent permitted by law, any objection that Borrower may now or hereafter have to the laying of venue of any such suit, action, or proceeding brought in any such court and any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum. Final judgment in any such suit, action, or proceeding brought in any such court shall be conclusive and binding upon Borrower and may be enforced in any court in which Borrower is subject to jurisdiction by a suit upon such judgment provided that service of process is effected upon Borrower as provided in this Note or as otherwise permitted by applicable law.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any term, clause, or provision hereof shall be adjudged to be invalid or unenforceable by a court of appropriate jurisdiction, the validity and enforceability of the remainder shall not be affected thereby and each such term, clause, or provision shall be valid and enforceable to the fullest extent permitted by law. Borrower does not agree or intend to pay, and Lender does not agree or intend to contract for, charge, collect, take, reserve or receive (collectively referred to herein as "charge or collect"), any amount in the nature of interest or in the nature of a fee for this Note, which

would in any way or event (including demand, prepayment, or acceleration) cause Lender to charge or collect more for this Note than the maximum Lender would be permitted to charge or collect by federal law or the law of the State of Maryland (as applicable). Any such excess interest or unauthorized fee shall, instead of anything stated to the contrary, be applied first to reduce the principal balance of this Note, and when the principal has been paid in full, be refunded to Borrower. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability.

APPLICABLE LENDING LAW. This Note is being made under the terms and provisions of Subtitle 10 of Title 12 of the Maryland Commercial Law Article.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS NOTE.

THIS NOTE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS NOTE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

MTK Investments, LLC

 (SEAL)

Name: Jacob Schulyer

Title: Manager

[Sign Original Only]

EXHIBIT "A"
NOTE PREPAYMENT RIDER

Borrower(s): MTK Investments, LLC through its manager Jacob Schulyer

Property Address: 3927 S 41st Street, Milwaukee, WI 53221

This Prepayment Rider (the "Prepayment Rider") is made this 22nd day of May 2019, and is incorporated into and shall be deemed to amend and supplement the Note of the same date given by the undersigned borrower ("Borrower(s)") to secure repayment in favor of TVC Funding II, LLC ("Lender").

ADDITIONAL COVENANTS, In addition to the covenants and agreements made in the Note, Borrower and Lender further covenant and agree as follows:

B. PREPAYMENT CHARGE

The note provides for the payment of prepayment charge as follows:

BORROWERS RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

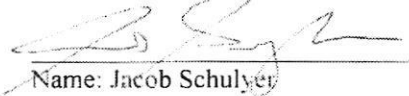
The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount under the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

A Prepayment may carry a charge, which will be calculated in accordance with the following schedule:

- **A minimum of three (3) month's interest payments must be collected on the original Note amount if the Note is prepaid on or before 90 days from the closing date. A full prepayment on or before 90 days since the closing date will require a prepayment charge of three (3) month's interest minus any month(s)' interest payment previously made. Interest paid on the closing settlement statement does not qualify towards the prepayment penalty.**

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Prepayment Rider.

MTK Investments, LLC



(SEAL)

Name: Jacob Schulyer

Title: Manager


Note Allonge

Statement of Purpose: This Note Allonge is attached to and made a part of the Note, for the purpose of Noteholder Endorsement to evidence a transfer of interest.

Loan #: [REDACTED]
Note Date: 5/22/2019
Borrower(s): MTK Investments LLC
Property Address: 3927 S 41st Street, Milwaukee, WI 53221
Original Lender: TVC Funding II, LLC
Loan Amount: \$224,900.00

Pay to the Order of:

Without Recourse
TVC Funding II, LLC

By: 
Name: Daniel B. Means
Title: Senior Vice President

DOC # 10890340

**RECORDED
07/22/2019 06:12 AM**

**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.*****

Document Number:

**WHEN RECORDED MAIL TO:
TVC Funding II, LLC
7101 Wisconsin Avenue, Suite 1012
Bethesda, MD 20814**

**SEND TAX NOTICES TO:
TVC Funding II, LLC
7101 Wisconsin Avenue, Suite 1012
Bethesda, MD 20814**

PURCHASE MONEY CONSTRUCTION MORTGAGE

PARCEL I.D. Number: 5758949003.

MAXIMUM LIEN. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed the note amount of \$224,900.00.

THIS MORTGAGE dated May 22, 2019, is made and executed between MTK Investments, LLC through its manager Jacob Schulyer, whose address is 19745 Brenner Court, Brookfield, WI 53045 (referred to below as "Grantor") and TVC Funding II, LLC, whose address is 7101 Wisconsin Avenue, Suite 1012, Bethesda, MD 20814

Toll Free Number 844-675-1900 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; privileges, hereditaments, easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Milwaukee County, State of Wisconsin:

**SEE EXHIBIT "A" ATTACHED
HERETO AND MADE A PART HEREOF**

The Real Property or its address is commonly known as 3927 S 41st Street, Milwaukee, WI 53221.

The Real Property tax identification number is: 5758949003.

This property is not the Grantor's homestead.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

Page 1 of 17

Doc Yr: 2019 Doc# 10890340 Page# 1 of 23

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF GRANTOR'S OBLIGATIONS UNDER THAT CERTAIN CONSTRUCTION LOAN AGREEMENT BETWEEN GRANTOR AND LENDER OF EVEN DATE HEREWITH. ANY EVENT OF DEFAULT UNDER THE CONSTRUCTION LOAN AGREEMENT, OR ANY OF THE RELATED DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Granter shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Granter's obligations under this Mortgage.

CONSTRUCTION MORTGAGE. This Mortgage is a "construction mortgage" for the purposes of Sections 9-334 and 2A-309 of the Uniform Commercial Code, as those sections have been adopted by the State of Wisconsin.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Granter agrees that Granter's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Granter may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Granter shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance with Environmental Laws. Granter represents and warrants to Lender that: (1) During the period of Granter's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Granter has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Granter nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Granter authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Granter's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's

purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

CONSTRUCTION LOAN. Some or all the proceeds of the loan described in this Mortgage are to be used to construct, erect or repair buildings or improvements on the Real Property. Lender has agreed to pay the proceeds of the loan over to Grantor in installments as the work progresses. The time and amount of each advancement is to be at the sole discretion and upon the estimate of Lender, when all of the work on the Real Property has been completed to Lender's satisfaction. Lender shall then pay over to Grantor any balance necessary to complete the full loan of \$224,900.00. Grantor agrees to complete the erection or repair of the buildings or improvements to the satisfaction of Lender within a reasonable time from the date of this Mortgage or at the latest on or before the maturity date of the

Note.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property or this Mortgage and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

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

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of fifteen (15) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as

a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

LENDER'S EXPENDITURES. If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; or (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note. The Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

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

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority, acting alone, to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender

under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Subrogation. Grantor covenants that Lender is subrogated to the lien of any mortgage or any other lien which is discharged, whether in whole or in part, by the proceeds of the Note.

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

Survival of Promises. All promises, agreements, and statements Grantor has made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Grantor's Indebtedness is paid in full.

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

Proceedings. If any proceeding in condemnation is commenced, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation or if all or any part of the Property is sold in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award or sale be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award or sale shall mean the award or sale after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation or sale in lieu of condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from

payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

PARTIAL RELEASES. Lender shall execute partial releases of the lien of this Mortgage upon the following conditions: N/A.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. At Lender's option, Grantor will be in default under this Mortgage if any of the following happen:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Break Other Promises. Grantor breaks any promise made to Lender or fails to perform promptly at the time and strictly in the manner provided in this Mortgage or in any agreement related to this Mortgage.

False Statements. Any representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of any Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Taking of the Property. Any creditor or governmental agency tries to take any of the Property or any other of Grantor's property in which Lender has a lien. This includes taking of, garnishing of or levying on Grantor's accounts with Lender. However, if Grantor disputes in good faith whether the claim on which the taking of the Property is based is valid or reasonable, and if Grantor gives Lender written notice of the claim and furnishes Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

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

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Secondary Financing. The Borrower's failure to obtain the written consent of the Lender to obtain any secondary or subsequent financing or loan(s) securing a lien against the Real Property and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Right to Cure. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness or as the

court may direct. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by non-judicial sale.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Foreclosure without Deficiency Judgment. Grantor agrees to the provisions of Wis. Stats. Section 846.101 (as the same may be amended or renumbered from time to time) if the Real Property is twenty (20) acres or less, and is either (1) a 1-4 family residence that is owner-occupied at the initiation of a foreclosure proceeding, (2) a church, (3) a farm, or (4) is owned by a tax exempt charitable organization. Pursuant to Wis. Stats. Section 846.101, Lender, upon waiving the right to judgment for any deficiency, may conduct a foreclosure sale of the Real Property three (3) months after a foreclosure judgment is entered. If the Real Property is a type other than that described in Wis. Stats. Section 846.101 (1), then Grantor agrees to the provisions of Wis. Stats. Section 846.103 (as the same may be amended or renumbered from time to time) permitting Lender, upon waiving the right to judgment for any deficiency, to conduct a foreclosure sale of the Real Property three (3) months after a foreclosure judgment is entered.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales, and to execute and deliver to the purchasers of the Property deeds of conveyance pursuant to law. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender will give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least fifteen (15) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

TRANSEFERABILITY.

- (a) Notwithstanding anything to the contrary in this Mortgage, (i) there shall be no limitation or restriction on Lender's ability to assign, pledge or otherwise transfer the Indebtedness or other Obligations, and (ii) Lender may at any time assign all or a portion of the Indebtedness and other Obligations to one or more Persons (each a "Transferee") without providing notice to Borrower or obtaining Borrower's consent. Following any such assignment, (y) the Transferee thereunder shall be a party hereto and, have the same rights, benefits and obligations as a Lender hereunder, and (z) the assigning Lender shall be relieved of its obligations hereunder with respect to the assigned portion of Indebtedness and other Obligations. Borrower hereby acknowledges and agrees that any such assignment will give rise to a direct Obligations of Borrower to the Transferee and that the Transferee shall be considered to be a "Lender" hereunder. Each Transferee shall have all of the rights, obligations and benefits with respect to the Indebtedness, Obligations, Note, collateral and/or Related Documents held by it as fully as if the original holder thereof. Agent (as hereinafter defined) may disclose to any Transferee all information, reports, financial statements, certificates and documents obtained under any provision of any Related Document.
- (b) Any assignment pursuant to subsection (a) above or any other provision of this Mortgage may be evidenced by a note or may be noteless, at the election of Lender. Upon written notice from Lender, Borrower shall promptly (and in any event within three (3) business days after any such request) execute and deliver to Agent any such documents as Borrower and/or Lender may require to confirm such assignment, evidence the Indebtedness, and/or to otherwise effectuate such assignment including, without limitation, original replacement notes in form and substance satisfactory to Agent and payable to the order of Lender and/or a Transferee in an aggregate principal amount equal to the stated principal amount of the Note.
- (c) Lender shall act as initial administrative noteholder for itself and any Transferee (together with any successor administrative noteholder, the "Agent"). Borrower acknowledges that Agent shall have the sole and exclusive authority to execute and perform this Mortgage and each Related Document on behalf of the Lenders, subject to the terms of any co-lending

agreement. Borrower may rely conclusively on the actions of Agent to bind the Lenders, notwithstanding that the particular action in question may, pursuant to this Agreement or any co-lending agreement be subject to the consent or direction of some or all of the Lenders. Lender may resign or be replaced as Agent in accordance with the term of any co-lending agreement and upon such removal or resignation, a successor Agent shall be appointed in accordance with the terms of any co-lending agreement. Upon such appointment, such successor Agent shall have the sole and exclusive authority to execute and perform this Mortgage and each Related Document on behalf of itself, as Agent for itself and the Lenders, subject to the terms of any co-lending agreement.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any person may change his or her address for notices under this Mortgage by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

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

Governing Law. With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Mortgage will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Wisconsin. In all other respects, this Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Maryland without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Mortgage is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Mortgage has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Maryland.

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply

with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

Severability. If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

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

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage:

Borrower. The word "Borrower" means **MTK Investments, LLC through its manager Jacob Schulyer** and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means **MTK Investments, LLC through its manager Jacob Schulyer**.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means TVC Funding II, LLC, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated May 22, 2019, in the original principal amount of \$224,900.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is June 1, 2020.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all issues and profits thereon and proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

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

Riders. Means all Riders to this Mortgage, Deed of Trust or Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider
<input type="checkbox"/> Second Home Rider	<input checked="" type="checkbox"/> Balloon Rider
<input type="checkbox"/> Planned Unit Development Rider	<input checked="" type="checkbox"/> Prepayment

x 1-4 Family Rider

☐ Biweekly Payment Rider

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

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

GRANTOR:
MTK Investments, LLC

By: 

Name: Jacob Schulyer
Title: Manager

This Mortgage was drafted by:

Atty Joseph W. Scherwenko

Complete either Authentication Section or Acknowledgment Section

Authentication

Signature(s) of _____

authenticated this _____ day of _____, 20____.

Title: Member State Bar of Wisconsin or authorized under section 706.06, Wis. Stats.

Page 15 of 17

Doc Yr: 2019 Doc# 10890340 Page# 15 of 23

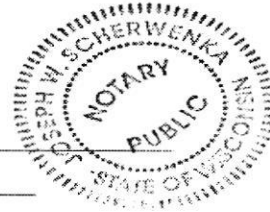
CORPORATE ACKNOWLEDGMENT

State of Wisconsin

County of Washington

On this 22nd day of May 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jacob Schulyer, to me known to be the Manager of MTK Investments, LLC, the limited liability company that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath state that Jacob Schulyer authorized to execute the said instrument and that the seal affixed is the seal of said limited liability company.

Witness my hand and seal the day and year first above written

By [Signature]Residing at Shorewood, WINotary Public in and for the State of WIMy commission expires as permanent

Page 16 of 17

Doc Yr: 2019 Doc# 10890340 Pages# 16 of 23

Exhibit A Legal Description

Page 17 of 17

Doc Yr: 2019 Doc# 10890340 Page# 17 of 23

EXHIBIT A**LEGAL DESCRIPTION**

PARCEL 2 OF CERTIFIED SURVEY MAP NO. 2992 RECORDED ON JANUARY 21, 1977, ON REEL 989, IMAGE 273 to 275, INCLUSIVE, AS DOCUMENT NO. 5070950, OF A PART OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 24, IN TOWNSHIP 6 NORTH, RANGE 21 EAST, IN THE CITY OF GREENFIELD, COUNTY OF MILWAUKEE, AND STATE OF WISCONSIN, EXCEPT THAT PORTION DESCRIBED IN DEED DOCUMENT NO. 5156258.

THIS IS A PURCHASE MONEY MORTGAGE

**1-4 FAMILY RIDER
(Assignment of Rents)**

Borrower(s): MTK Investments, LLC through its manager Jacob Schulyer

Property Address: 3927 S 41st Street, Milwaukee, WI 53221

THIS 1-4 FAMILY RIDER is made this 22nd day of May 2019, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to TVC Funding II, LLC (the "Lender") of the same date and covering the Property described in the Security Instrument and located at 3927 S 41st Street, Milwaukee, WI 53221.

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by the Security Instrument and all other Related Documents.

E. BORROWER'S OCCUPANCY. Borrower does not intend to occupy, establish, and use the Property as Borrower's principal residence. The property shall be used solely for business or commercial purposes.

F. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing

leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

G. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until an event of Default. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument. Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

H. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

MTK Investments, LLC

 (SEAL)
Name: Jacob Schulyer
Title: Manager

Doc Yr: 2019 Doc# 10890340 Page# 21 of 23

BALLOON RIDER

Borrower(s): MTK Investments, LLC through its manager Jacob Schulyer

Property Address: 3927 S 41st Street, Milwaukee, WI 53221

This BALLOON RIDER, is made this 22nd day of May 2019, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure the Borrower's Note (the "Note") to TVC Funding II, LLC (the "Lender") of the same date and covering the property described in the Security Instrument and located at 3927 S 41st Street, Milwaukee, WI 53221.


The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS: In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THAT IS DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THE LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Balloon Rider.

MTK Investments, LLC

 (SEAL)
Name: Jacob Schulyer
Title: Manager

PREPAYMENT RIDER

Borrower(s): MTK Investments, LLC through its manager Jacob Schulyer

Property Address: 3927 S 41st Street, Milwaukee, WI 53221

This Prepayment Rider (the "Prepayment Rider") is made this 22nd day of May 2019, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "security instrument") of the same date given by the undersigned borrower ("Borrower(s)") to secure repayment of the Borrower(s) promissory note (the "Note") in favor of TVC Funding II, LLC ("Lender"). The Security Instrument encumbers the Property more specifically described in the Security Instrument and located at 3927 S 41st Street, Milwaukee, WI 53221.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PREPAYMENT CHARGE

The note provides for the payment of prepayment charge as follows:

BORROWERS RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

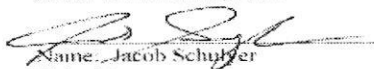
The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount under the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

A Prepayment may carry a charge, which will be calculated in accordance with the following schedule:

- **A minimum of three (3) month's interest payments must be collected on the original Note amount if the Note is prepaid on or before 90 days from the closing date. A full prepayment on or before 90 days since the closing date will require a prepayment charge of three (3) month's interest minus any month(s)' interest payment previously made. Interest paid on the closing settlement statement does not qualify towards the prepayment penalty.**

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Prepayment Rider.

MTK Investments, LLC

 (SEAL)
Name: Jacob Schulyer
Title: Manager

DOC # 10964002

RECORDED

03/26/2020 01:13 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.***

LICENSE
AMERICAN DATA
Prepared By and Return To:
Maged Farag,
Collateral Department
Meridian Asset Services, LLC
3201 34th Street South, Suite 310
St. Petersburg, FL 33711
(727) 497-4650

Space above for Recorder's use

Loan No: 3358255



11562213

ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, TVC FUNDING II, LLC, whose address is 7550 WISCONSIN AVE., 10TH FLOOR, BETHESDA, MD 20814, (ASSIGNOR), does hereby grant, assign and transfer to TVC MORTGAGE TRUST 2020-RTL1, BY U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE, whose address is 7550 WISCONSIN AVE., 10TH FLOOR, BETHESDA, MD 20814, (ASSIGNEE), its successors, transferees and assigns forever, all beneficial interest under that certain mortgage, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon.

Date of Mortgage: 5/22/2019

Original Loan Amount: \$224,900.00

Executed by (Borrower(s)): MTK INVESTMENTS, LLC

Original Lender: TVC FUNDING II, LLC

Filed of Record: In Mortgage Book/Liber/Volume N/A, Page N/A

Document/Instrument No: 10890340 in the Recording District of MILWAUKEE, WI, Recorded on 7/22/2019.

Legal Description: SEE EXHIBIT "A" ATTACHED

Property more commonly described as: 3927 S 41ST STREET, MILWAUKEE, WI 53221

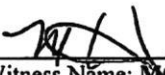
IN WITNESS WHEREOF, the undersigned by its duly elected officers and pursuant to proper authority of its board of directors has duly executed, sealed, acknowledged and delivered this assignment.

Date: 3/10/2020

TVC FUNDING II, LLC, BY MERIDIAN ASSET SERVICES, LLC, ITS ATTORNEY-IN-FACT


By: MATTHEW KRUEGER

Title: VICE PRESIDENT


Witness Name: MONICA HASTEY-
MCMAHON

3358255 TVC Securitization 11562213

LICENSED
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 **FLORIDA**
County of **PINELLAS**

On 3/10/2020, before me, **GERALD E. MURCH**, a Notary Public, personally appeared **MATTHEW KRUEGER, VICE PRESIDENT** of/for **MERIDIAN ASSET SERVICES, LLC, AS ATTORNEY-IN-FACT FOR TVC FUNDING II, LLC**, personally known to me, or 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. I certify under PENALTY OF PERJURY under the laws of the State of **FLORIDA** that the foregoing paragraph is true and correct. I further certify the foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization and that **MATTHEW KRUEGER**, signed, sealed, attested and delivered this document as a voluntary act in my presence.

Witness my hand and official seal.



(Notary Name): **GERALD E. MURCH**
My commission expires: **2/13/2022**



GERALD E MURCH
Commission # **GG 171364**
Expires **February 13, 2022**
Bonded Thru Budget Notary Services

3358255 TVC Securitization 11562213

EXHIBIT "A"

PARCEL 2 OF CERTIFIED SURVEY MAP NO. 2992 RECORDED ON JANUARY 21, 1977, ON REEL 989, IMAGE 273 to 275, INCLUSIVE, AS DOCUMENT NO. 5070950, OF A PART OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 24, IN TOWNSHIP 6 NORTH, RANGE 21 EAST, IN THE CITY OF GREENFIELD, COUNTY OF MILWAUKEE, AND STATE OF WISCONSIN, EXCEPT THAT PORTION DESCRIBED IN DEED DOCUMENT NO. 5156258.

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.

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? <input type="checkbox"/> Yes <input type="checkbox"/> No
What is the number of people living in your household?	
What is your Race? <input type="checkbox"/> African American/Black <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian / Pacific Islander <input type="checkbox"/> White	
What is your Ethnicity? <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	
How did you hear about the Foreclosure Mediation Program? <input type="checkbox"/> Colored forms attached to summons (pink, yellow or green) <input type="checkbox"/> Take Root Milwaukee Hotline <input type="checkbox"/> Website (which one): <input type="checkbox"/> Housing Counselor (Name): <input type="checkbox"/> Other (please explain):	
<p>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.</p> <p>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.</p> <p>I also certify that I am the owner and mortgagor of the property that is subject to this foreclosure action.</p>	
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.