

Stock No. 11142

W.S.A. 429 (12/6/16)

Wisconsin Barbers Association 2016



RECORDED
03/05/2018 9:54 AM

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

FEE EXEMPT #:

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

DOCUMENT NO.

SECOND

REAL ESTATE MORTGAGE

(Use For Consumer or Business Transactions)

Zim-Mar Properties, LLC

("Mortgagor," whether one or more), whose address is 510 West Kilbourn Ave., 2nd Floor, Milwaukee, WI 53202

mortgages, conveys, assigns, grants a security interest in and warrants to The City of Franklin ("Lender") whose address is 9229 West Loomis Road, Franklin, WI 53132

In consideration of the sum of Eight Million Seven Hundred Eighty Three Thousand Five Hundred and no/100 Dollars (\$ 8,783,600), loaned or to be loaned to and advanced for the benefit of Mortgagor

("Borrower," whether one or more) by Lender, evidenced by the Development Agreement dated February 19, 2018 (the "Development Agreement"), the real estate described below, together with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all claims, awards and payments made as a result of the exercise of the right of eminent domain, all existing and future improvements and all goods that are or are to become fixtures attached to or related to the real estate described below (all called the "Property") to secure the Obligations described in paragraph 5, including, but not limited to, repayment of the sum stated above plus certain other debts, obligations and liabilities arising out of past, present and future credit granted by Lender. SINCE THIS MORTGAGE SECURES ALL OBLIGATIONS DESCRIBED IN PARAGRAPH 5, IT IS ACKNOWLEDGED AND AGREED THAT THIS MORTGAGE MAY SECURE OBLIGATIONS FROM TIME TO TIME IN A DOLLAR AMOUNT GREATER THAN THE DOLLAR AMOUNT STATED ABOVE.

If checked here, and not in limitation of paragraph 5, this Mortgage is also given to secure all sums advanced and re-advanced to Borrower by Lender from time to time under the revolving credit agreement between Borrower and Lender described above.

1. Description of Property. (This Property is not the homestead of Mortgagor.)

See legal description attached as Exhibit A.

Recording Area

Name and Return Address

Douglas S. Buck
Quarles & Brady LLP
33 E. Main Street, Suite 900
Madison, WI 53703

754-9988-001, 754-9988-002

755-9995-002, 755-9995-001, 755-9996-000

Parcel Identifier No.

If checked here, description continues or appears on attached sheet(s).

If checked here, this Mortgage is a construction mortgage.

If checked here, Condominium Rider is attached.

2. This Mortgage warrants title to the Property, excepting only restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due and the mortgages and the agreement for cross-collateral to National Exchange Bank and Trust and American Bank which is now known as National Exchange Bank and Trust (collectively, "National Exchange"), as is further provided in the attached Exhibit B.

3. Escrow Interest will not be paid on escrowed funds if an escrow is required under paragraph 8(e)

4. Additional Provisions. This Mortgage includes the additional provisions on pages 2 and 3, which are made a part of this Mortgage.

LOAN ORIGINATOR'S NAME

LOAN ORIGINATOR ORGANIZATION'S NAME

LOAN ORIGINATOR'S NMLSR ID NO.

LOAN ORIGINATOR ORGANIZATION'S NMLSR ID NO.

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Stock No. 11142

W.B.A. 428 (12/8/16)

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FIPCO

ORIGINAL DOCUMENT
RECORDED ELECTRONICALLY

Date: 3/5/18

Doc. No. 10756660

Knight-Barry Title Group
www.knightbarry.com

DOCUMENT NO.

SECOND

REAL ESTATE MORTGAGE
(Use For Consumer or Business Transactions)

Zim-Mar Properties, LLC

("Mortgagor", whether one or more), whose address is 510 West Kilbourn Ave., 2nd Floor,
Milwaukee, WI 53202

mortgages, conveys, assigns, grants a security interest in and warrants to _____
The City of Franklin ("Lender")
whose address is 9229 West Loomis Road, Franklin, WI 53132

in consideration of the sum of Eight Million Seven Hundred Eighty Three Thousand Five
Hundred and no/100 Dollars
(\$ 8,783,500), loaned or to be loaned to and advanced for the
benefit of Mortgagor

("Borrower," whether one or more) by Lender, evidenced by the
Development Agreement dated February 19, 2018 (the "Development Agreement"), the real
estate described below, together with all privileges, hereditaments, easements
and appurtenances, all rents, leases, issues and profits, all claims, awards and payments
made as a result of the exercise of the right of eminent domain, all existing and future
improvements and all goods that are or are to become fixtures attached to or
related to the real estate described below (all called the "Property") to secure
the Obligations described in paragraph 5, including, but not limited to, repayment of the
sum stated above plus certain other debts, obligations and liabilities arising out of past, present
and future credit granted by Lender. **SINCE THIS MORTGAGE SECURES ALL
OBLIGATIONS DESCRIBED IN PARAGRAPH 5, IT IS ACKNOWLEDGED AND AGREED
THAT THIS MORTGAGE MAY SECURE OBLIGATIONS FROM TIME TO TIME IN
A DOLLAR AMOUNT GREATER THAN THE DOLLAR AMOUNT STATED ABOVE.**

If checked here, and not in limitation of paragraph 5, this Mortgage is also given to secure
all sums advanced and re-advanced to Borrower by Lender from time to time under the
revolving credit agreement between Borrower and Lender described above.

1. Description of Property. (This Property is not the homestead of Mortgagor.)
(is) (is not)

See legal description attached as Exhibit A.

Recording Area

Name and Return Address

Douglas S. Buck
Quarles & Brady LLP
33 E. Main Street, Suite 900
Madison, WI 53703

754-9988-001, 754-9988-002

755-9995-002, 755-9995-001, 755-9996-000

Parcel Identifier No.

If checked here, description continues or appears on attached sheet(s).

If checked here, this Mortgage is a construction mortgage.

If checked here, Condominium Rider is attached.

2. Title. Mortgagor warrants title to the Property, excepting only restrictions and easements of record, municipal and zoning ordinances, current taxes and
assessments not yet due and the mortgages and the agreement for cross-collateral to National Exchange Bank and Trust and American Bank which is now known
as National Exchange Bank and Trust (collectively, "National Exchange"), as is further provided in the attached Exhibit B.

3. Escrow Interest will not be paid on escrowed funds if an escrow is required under paragraph 8(a).
(will) (will not)

4. Additional Provisions. This Mortgage includes the additional provisions on pages 2 and 3, which are made a part of this Mortgage.

LOAN ORIGINATOR'S NAME _____

LOAN ORIGINATOR ORGANIZATION'S NAME _____

LOAN ORIGINATOR'S NMLSR ID NO. _____

LOAN ORIGINATOR ORGANIZATION'S NMLSR ID NO. _____

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The Development Agreement

5. **Mortgage as Security.** This Mortgage secures prompt payment to Lender of (a) the sum stated in the first paragraph of this Mortgage, plus interest and charges, according to the terms of the promissory note(s) or agreement(s) of Borrower to Lender identified in the first paragraph of this Mortgage, and any extensions, renewals, modifications of such promissory note(s) or agreement(s), plus (b) to the extent not prohibited by the Wisconsin Consumer Act, if applicable, all other debts, obligations and liabilities arising out of credit previously granted, credit contemporaneously granted and credit granted in the future primarily for personal, family or household purposes by Lender to any Mortgagor, to any Mortgagor and another or to another guaranteed or endorsed by any Mortgagor and agreed in documents evidencing the transaction to be secured by this Mortgage, plus all interest and charges, plus (c) all other debts, obligations and liabilities arising out of credit previously granted, credit contemporaneously granted and credit granted in the future other than primarily for personal, family or household purposes by Lender to any Mortgagor, any Mortgagor and another or to another guaranteed or endorsed by any Mortgagor, plus all interest and charges, plus (d) to the extent not prohibited by the Wisconsin Consumer Act or Chapter 428, Wisconsin Statutes, if applicable, all costs and expenses of collection or enforcement (all called the "Obligations"). This Mortgage also secures the performance of all covenants, conditions and agreements contained in this Mortgage. Unless otherwise required by law, Lender will satisfy this Mortgage upon request by Mortgagor if (a) the Obligations have been paid according to their terms, (b) any commitment to make future advances secured by this Mortgage has terminated, (c) Lender has terminated any line of credit under which advances are to be secured by this Mortgage, and (d) all other payments required under this Mortgage and the Obligations and all other terms, conditions, covenants, and agreements contained in this Mortgage and the documents evidencing the Obligations have been paid and performed.

6. **Taxes.** To the extent not paid to Lender under paragraph 8(a), Mortgagor shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, against Lender upon this Mortgage or the Obligations or other debt secured by this Mortgage, or upon Lender's interest in the Property, and deliver to Lender receipts showing timely payment.

7. **Insurance.** Mortgagor shall keep the improvements on the Property insured against direct loss or damage occasioned by fire, flood, extended coverage perils and such other hazards as Lender may require, through insurers reasonably satisfactory to Lender, in amounts, without co-insurance, not less than the unpaid balance of the Obligations or the full replacement value, whichever is less, and shall pay the premiums when due. The policies shall contain the standard mortgagee and lender loss payee clauses in favor of Lender, shall insure Lender notwithstanding any defenses of the insurer against Mortgagor and, unless Lender otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Lender. Subject to Lender's satisfaction, Mortgagor is free to select the insurance agent or insurer through which insurance is obtained. Mortgagor shall promptly give notice of loss to insurance companies and Lender. All proceeds from such insurance shall be applied, at Lender's option, to the installments of the Obligations in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the improvements on the Property, and Lender may require that such proceeds of insurance be deposited with it for these purposes. In the event of foreclosure of this Mortgage or other transfer of title to the Property, in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance then in force shall pass to the purchaser or grantee. If Mortgagor fails to keep any required insurance on the Property, Lender may purchase such insurance for Mortgagor, such insurance may be acquired by Lender solely to protect the interest of Lender (it will not cover Mortgagor's equity in the Property), and Mortgagor's obligation to repay Lender shall be in accordance with paragraph 10.

8. **Mortgagor's Covenants.** Mortgagor covenants:

- (a) **Escrow.** If an escrow is required by Lender, to pay Lender sufficient funds, at such times as Lender designates, to pay when due (1) the estimated annual real estate taxes and assessments on the Property, (2) all property and hazard insurance premiums, (3) flood insurance premiums, if any, (4) if payments owed under the Obligations are guaranteed by mortgage guaranty insurance, the premiums necessary to pay for such insurance, and (5) other items agreed to be included in the escrow. Lender may, at any time, collect and hold such escrow funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Mortgagor's escrow account under the federal Real Estate Settlement Procedures Act of 1974, as amended from time to time. If applicable, Lender may estimate the amount of escrow funds due on the basis of current data and reasonable estimates of future expenditures of future escrow account funds or as otherwise required by applicable law. Lender shall apply the escrowed funds against taxes, assessments and insurance premiums when due or as otherwise required by law. Escrowed funds may be commingled with Lender's general funds. If the escrowed funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Mortgagor for the excess escrowed funds in a manner determined by Lender or as otherwise required by applicable law. If the escrowed funds held by Lender at any time are not sufficient to pay the escrow account items when due, Lender may notify Mortgagor in writing, and Mortgagor shall pay to Lender the amount necessary to make up the deficiency in a manner determined by Lender or as otherwise required by applicable law;
- (b) **Condition and Repair.** To keep the Property in good and tenable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures;
- (c) **Liens.** To keep the Property free from liens and encumbrances superior to the lien of this Mortgage and not described in paragraph 2;
- (d) **Other Mortgages.** To perform all of Mortgagor's obligations and duties under any other mortgage or security agreement on the Property and any obligation to pay secured by such a mortgage or security agreement;
- (e) **Waste.** Not to commit waste or permit waste to be committed upon the Property or abandon the Property;
- (f) **Conveyance.** Not to sell, assign, lease, mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Property, or permit the same to occur without the prior written consent of Lender and, without notice to Mortgagor, Lender may deal with any transferee as to its interest in the same manner as with Mortgagor, without in any way discharging the liability of Mortgagor under this Mortgage or the Obligations;
- (g) **Alteration or Removal.** Not to remove, demolish or materially alter any part of the Property, without Lender's prior written consent, except Mortgagor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility;
- (h) **Condemnation.** To pay to Lender all compensation received for the taking of the Property, or any part, by condemnation proceeding (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Lender determines to rebuilding of the Property or to the Obligations in the inverse order of their maturities (without penalty for prepayment);
- (i) **Inspection.** Lender and its authorized representatives may enter the Property at reasonable times to inspect it, and at Lender's option to repair or restore the Property and to conduct environmental assessments and audits of the Property;
- (j) **Laws.** To comply with all laws, ordinances and regulations affecting the Property;
- (k) **Subrogation.** That Lender is subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the note(s) or agreement(s) identified in the first paragraph of this Mortgage; and
- (l) **Leases.** To pay and perform all obligations and covenants under and pursuant to the terms of each lease of all or any part of the Property required of Mortgagor, and to not cancel, accept a surrender of, modify, consent to an assignment of the lessee's interest under, or make any other assignment or other disposition of, any lease of all or any part of the Property or any interest of Mortgagor in the lease and to not collect or accept any payment of rent more than one month before it is due and payable.

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

10. **Authority of Lender to Perform for Mortgagor.** If Mortgagor fails to perform any of Mortgagor's duties set forth in this Mortgage, including, without limitation, preserving and insuring the Property, not committing waste or abandoning the Property, keeping the Property free of liens or encumbrances other than those approved by Lender, keeping the Property in good and tenable condition and repair, and complying with all laws, ordinances and regulations affecting the Property, Lender may after giving Mortgagor any notice and opportunity to perform which are required by law, perform the covenants or duties or cause them to be performed, or take such other action as may be necessary to protect Lender's interest in the Property and to secure and repair the Property. Unless prohibited by the Wisconsin Consumer Act, if applicable, such actions may include, without limitation, assessing the value of the Property, paying liens that become superior to this Mortgage and making any other payments required, signing Mortgagor's name, engaging an attorney, appearing in court and paying reasonable attorneys' fees, and entering the Property to make repairs, change locks, replace and board up doors and windows, drain water from pipes, eliminate building code violations and dangerous conditions and maintain appropriate utilities to the Property. Any such amounts expended by Lender shall be due on demand and secured by this Mortgage, bearing interest at the highest rate stated in any document evidencing an Obligation, but not in excess of the maximum rate permitted by law, from the date of expenditure by Lender to the date of payment by Mortgagor.

11. **Default; Acceleration; Remedies.** If (a) there is a default under any Obligation secured by this Mortgage, or (b) Mortgagor fails timely to observe or perform any of Mortgagor's covenants or duties contained in this Mortgage, then, at the option of Lender each Obligation will become immediately due and payable unless notice to Mortgagor or Borrower and an opportunity to cure are required by § 425.105, Wis. Stats., if applicable, or the document evidencing the Obligation and, in that event, the Obligation will become due and payable if the default is not cured as provided in that statute or the document evidencing the Obligation as otherwise provided by law. If Lender exercises its option to accelerate, the unpaid principal and interest owed on the Obligation, together with all sums paid by Lender as authorized or required under this Mortgage or any Obligation, shall be collectible in a suit at law or by foreclosure of this Mortgage by action, or both, or by the exercise of any other remedy available at law or equity.

12. **Waiver and Consent.** Lender may waive any default without waiving any other subsequent or prior default by Mortgagor. Unless prohibited by the Wisconsin Consumer Act, if applicable, each Mortgagor who is not also a Borrower expressly consents to and waives notice of the following without affecting the liability of any such Mortgagor: (a) the creation of any present or future Obligations, default under any Obligations, proceedings to collect from any Borrower or anyone else, (b) any surrender, release, impairment, sale or other disposition of any security or collateral for the Obligations, (c) any release or agreement not to sue any guarantor or surety of the Obligations, (d) any failure to perfect Lender's security interest in or realize upon any security or collateral for the Obligations, (e) any failure to realize

upon any of the Obligations or to proceed against any Borrower or any guarantor or surety, (f) any renewal or extension of the time of payment, (g) any determination of the allocation and application of payments and credits and acceptance of partial payments, (h) any application of proceeds of disposition of any collateral for the Obligations to any obligation of any Borrower secured by such collateral in such order and amounts as it elects, (i) any determination of what, if anything, may at time be done with reference to any security or collateral, and (j) any settlement or compromise of the amount due or owing or claimed to be due or owing from Borrower, guarantor or surety.

13. **Assignment of Rents and Leases.** Mortgagor conveys, assigns and transfers to Lender, as additional security for the Obligations, all leases of all or any part of the Property, whether oral or written, now or hereafter entered into by Mortgagor, together with any and all extensions and renewals of any leases, and all rents which become or remain due or are paid under any agreement or lease for the use or occupancy of any part or all of the Property. Until the occurrence of an event of default under this Mortgage or any Obligation, Mortgagor has a license to collect the rents, issues and profits (the "Rents") from the Property. To the extent not prohibited by the Wisconsin Consumer Act, if applicable, upon or at any time after the occurrence of such an event of default and the expiration of any applicable cure period described in paragraph 11, and lapse of any applicable grace, notice or cure period provided in any document evidencing such Obligation, the license granted Mortgagor to collect the Rents shall automatically and immediately terminate and Mortgagor shall hold all Rents (whether paid before or after an event of default) in trust for the use and benefit of Lender, and Lender may, at its option, without any further notice, either in person or by agent, with or without taking possession of or entering the Property, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, collect all of the Rents payable under the leases. All such payments shall be applied in such manner as Lender determines to payments required under this Mortgage and the Obligations. To the extent not prohibited by the Wisconsin Consumer Act, if applicable, this assignment shall be enforceable and Lender shall be entitled to take any action to enforce the assignment (including notice to the tenants to pay directly to Lender or the commencement of a foreclosure action) without seeking or obtaining the appointment of a receiver or possession of the Property. Any entering upon and taking possession of the Property, any collection of Rents, and any application of Rents as allowed by this Mortgage shall not cure or waive any default or waive, modify or affect notice of default under this Mortgage or invalidate any act done pursuant to such notice, and not in any way operate to prevent Lender from pursuing any other remedy which it now or hereafter may have under the terms or conditions of this Mortgage, any document evidencing any Obligation or any other instrument securing the Obligations.

14. **Power of Sale.** In the event of foreclosure, Lender may sell the Property at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statute. In the event of a foreclosure in which the court determines that the Property is abandoned under §846.102, Wis. Stats., and as the same may be amended or renumbered from time to time, Lender may sell the Property at public sale in accordance with that statute.

15. **Receiver.** Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Lender under it, without regard to the adequacy or inadequacy of the Property as security for the Obligations, Mortgagor agrees that the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.

16. **Foreclosure Without Deficiency Judgment.** If the Property is a one-family to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt non-profit charitable organization, Mortgagor agrees to the provisions of §846.101 Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less three months after a foreclosure judgment is entered. If the Property is other than a one-family to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt non-profit charitable organization, Mortgagor agrees to the provisions of §846.103, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

17. **Expenses.** To the extent not prohibited by the Wisconsin Consumer Act or Chapter 428, Wisconsin Statutes, if applicable, Mortgagor shall pay all reasonable costs and expenses before and after judgment, including without limitation, attorneys' fees, appraisal fees, fees and expenses for environmental assessments, inspections and audits, and fees and expenses for obtaining title evidence incurred by Lender in protecting or enforcing its rights under this Mortgage.

18. **Successors and Assigns.** The obligations of all Mortgagors are joint and several. This Mortgage benefits Lender, its successors and assigns, and binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns.

19. **Interpretation.** The validity, construction and enforcement of this Mortgage are governed by the internal laws of Wisconsin except to the extent such laws are preempted by federal law. All references in this Mortgage to sections of the Wisconsin Statutes are to those sections as they may be renumbered from time to time. The invalidity of any provision of this Mortgage will not affect the validity of any other provision.

20. **Entire Agreement.** This Mortgage is intended by Lender and Mortgagor as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Mortgage. To the extent not prohibited by the Wisconsin Consumer Act, if applicable, this Mortgage may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of Lender and Mortgagor. There are no oral agreements among Lender and Mortgagor. This Mortgage may not be supplemented or modified except in writing signed by Lender and Mortgagor.

21. **Other Provisions.** (If none are stated below, there are no other provisions.) The Mortgagor grants this Mortgage to secure the obligations of its affiliate, BPC Master Developer, LLC under The Development Agreement.

*Development Agreement

The undersigned agrees to the terms of this Mortgage and acknowledges receipt of an exact copy of this Mortgage.

NOTICE TO CUSTOMER IN A TRANSACTION GOVERNED BY THE WISCONSIN CONSUMER ACT

(a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON ALL THREE PAGES, EVEN IF OTHERWISE ADVISED.

(b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.

(c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.

(d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

Signed and Sealed February 17, 2018 (Date) 2/17/18

Michael Zimmerman (SEAL)

ZIM-MAR PROPERTIES, LLC
(Type of Organization)

a Wisconsin limited liability company
(State of Organization)

By: Michael Zimmerman
Michael Zimmerman, Manager
(Title)

Greg Marsso
Greg Marsso, Manager
(Title)

_____(SEAL)

_____(SEAL)

_____(SEAL)

AUTHENTICATION OR ACKNOWLEDGMENT

Signatures of Michael Zimmerman and Greg Marsso, as Managers of Zim-Mar Properties, LLC

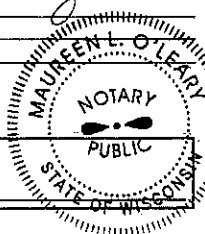
authenticated this 17 day of February

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

This instrument was drafted by _____

STATE OF WISCONSIN
County of Milwaukee } ss.
This instrument was acknowledged before me on 2/17/18
by Michael Zimmerman and Greg Marsso
(Name(s) of person(s))
as Managers
(Type of authority, e.g., officer, trustee, etc., if any)
of Zim-Mar Properties, LLC
(Name of party on behalf of whom instrument was executed, if any)

Maureen L. O'Leary
Notary Public, Wisconsin
My Commission Expires (ts) 3 permanent



Type or print name signed above: _____ Real Estate Mortgage
Page 3 of 3

EXHIBIT A

Parcel 1:

A tract of land in the Northwest 1/4 of Section 9, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows: commence at the North 1/4 of said Section; thence South 0 deg. 14'24" East, along the East line of said 1/4 Section, 75.00 feet to the point of beginning; thence South 88 deg. 31'36" West for a distance of 660.75 feet, along the South line of West Rawson Avenue to a point; thence South 0 deg. 16'24" East for a distance of 749.00 feet to a point; thence North 88 deg. 31'36" East for a distance of 660.20 feet to a point; thence North 0 deg. 13'52" West for a distance of 749.01 feet to the point of beginning.

Parcel 2:

A tract of land in the Northwest 1/4 of Section 9, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows: commencing at the North 1/4 corner of said Section thence South 00 deg. 14'24" East, along the East line of said 1/4 Section, 823.83 feet to the point of beginning; thence South 88 deg. 31'36" West for a distance of 660.20 feet to a point; thence South 0 deg. 16'24" East for a distance of 1474.75 feet to the North line of relocated State Highway 36; thence North 30 deg. 15'50" East for a distance of 977.50 feet, along said North line to a point of curve; thence along a curve to the right having a radius of 3919.72 feet and an arc length of 295.77 feet, being subtended by a chord of North 33 deg. 12'0" East for a distance of 295.70 feet, along said North line to a point on a curve; thence North 0 deg. 13'52" West for a distance of 400.00 feet to the point of beginning.

Parcel 3: That part of the West 1/2 of the Northeast 1/4 of Section 9, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, which is bounded and described as follows: Commencing at the Northwest corner of said 1/4 Section; thence South 00° 08' 17" West along the West line of said 1/4 Section, 75.01 feet to a point in the South line of West Rawson Avenue which is the Point of Beginning of the land to be described; thence North 89° 08' 18" East along the South line of said West Rawson Avenue, 458.24 feet to a point on the West line of West Loomis Road (State Trunk Highway 36); thence South 00° 51' 42" East along the West line of said Loomis Road, 437.54 feet to a point; thence North 87° 34' 40" West, 466.17 feet to a point in the West line of said 1/4 Section; thence North 00° 08' 17" East along the West line of said 1/4 Section, 410.90 feet to the point of beginning.

Parcel 4: That part of the West 1/2 of the North East 1/4 of Section 9, in Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee and State of Wisconsin, which is bounded and described as follows: Commencing at a point in the West line of said 1/4 Section, which is 485.91 feet South 00° 08' 17" West of the North West corner of said 1/4 Section; continuing thence South 00° 08' 17" West along the West line of said 1/4 Section, 213.45 feet to a point; thence South 53° 19' 45" East, 325.57 feet to a point in the Northwesterly line of Old Loomis Road; thence North 36° 40' 15" East along the Northwesterly line of said Old Loomis Road, 235.81 feet to a point of curve; thence Northeasterly 212.96 feet along the arc of a curve, whose center lies to the West, whose radius is 325.10 feet and whose chord bears North 17° 54' 17" East, 209.17 feet to a point; thence North 87° 34' 40" West, 466.17 feet to the point of commencement.

Parcel 5: That part of the Northeast 1/4 of Section 9, in Township 5 North, Range 21 East, in the Town of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at a point on the West line of the Northeast 1/4 of Section 9 aforesaid with the center line of West Loomis Road, thence Northeasterly along the center line of West Loomis Road, 490 feet to a point; thence Northwesterly at right angles to the center line of West Loomis Road 357.74 feet to a point in the West line of the Northeast 1/4 of Section 9 aforesaid; and thence South along the West line of the Northeast 1/4 of Section 9 aforesaid



EXHIBIT A

606.69 feet to the place of commencement.

For informational purposes only

Property Address: Situated on West Old Loomis Road, Franklin, WI 53132

Tax Key No.: 754-9988-001 (Parcel 1), 754-9988-002 (Parcel 2), 755-9995-002 (Parcel 3), 755-9995-001 (Parcel 4), 755-9996-000 (Parcel 5)



Exhibit B

1. This subordinate mortgage ("Subordinate Mortgage") is junior to the following mortgages and agreement for cross-collateral from Zim-Mar Properties, LLC to National Exchange:
 - a. The mortgage dated January 8, 2015 and recorded January 9, 2015 as Document No. 10425683 with the Milwaukee County Register of Deeds, State of Wisconsin ("Mortgage 1"), regarding Parcel Identification No. 754-9988-002 (as further described in said Mortgage 1).
 - b. The mortgage dated January 8, 2015 and recorded January 9, 2015 as Document No. 10425684 with the Milwaukee County Register of Deeds, State of Wisconsin ("Mortgage 2"), regarding Parcel Identification No. 754-9988-001 (as further described in said Mortgage 2).
 - c. The mortgage dated September 6, 2016 and recorded September 20, 2016 as Document No. 10604668 with the Milwaukee County Register of Deeds, State of Wisconsin ("Mortgage 3"), regarding Parcel Identification No. 755-9995-001 (as further described in said Mortgage 3).
 - d. The mortgage dated September 6, 2016 and recorded September 20, 2016 as Document No. 10604669 with the Milwaukee County Register of Deeds, State of Wisconsin ("Mortgage 4"), regarding Parcel Identification Nos. 754-9988-001 and 754-9988-002 (as further described in said Mortgage 4).
 - e. The mortgage dated October 20, 2016 and recorded October 21, 2016 as Document No. 10615750, with the Milwaukee County Register of Deeds, State of Wisconsin ("Mortgage 5"), regarding Parcel Identification No. 755-9996-000 (as further described in said Mortgage 5).
 - f. The mortgage dated October 20, 2016 and recorded October 21, 2016 as Document No. 10615751 with the Milwaukee County Register of Deeds, State of Wisconsin ("Mortgage 6"), regarding Parcel Identification Nos. 754-9988-001 and 754-9988-002 (as further described in said Mortgage 6).
 - g. The mortgage dated February 14, 2018 and recorded February 19, 2018 as Document No. 10753255 with the Milwaukee County Register of Deeds, State of Wisconsin ("Mortgage 7"), regarding Parcel Identification No. 755-9995-002 (as further described in said Mortgage 7).
 - h. The agreement for cross-collateral dated February 14, 2018 and recorded February 19, 2018 as Document No. 10753256 with the Milwaukee County Register of Deeds, State of Wisconsin ("Agreement for Cross-Collateral")(hereinafter Mortgage 1, Mortgage 2, Mortgage 3, Mortgage 4, Mortgage 5, Mortgage 6, Mortgage 7 and the Agreement for Cross-Collateral shall be collectively referred to as the "Prior Mortgages").
2. This Subordinate Mortgage is subordinate not only to the existing balances due under the Prior Mortgages, but also as to any future advances made thereunder.
3. That the Prior Mortgages shall be collectively considered the "first mortgage" in relation to the references to the "first mortgage" in Article 1.F. in the Development Agreement.
4. The parties hereto agree and acknowledge that National Exchange shall not have any obligation under the Development Agreement, the Memorandum of Development Agreement dated February 19, 2018 and recorded February 23, 2018 as Document No.

Agreement dated February 19, 2018 and recorded February 23, 2018 as Document No. 10754623 with the Milwaukee County Register of Deeds, State of Wisconsin, the Memorandum of Development Agreement dated February 19, 2018 and recorded February 23, 2018 as Document No. 10754624 with the Milwaukee County Register of Deeds, State of Wisconsin, or otherwise.

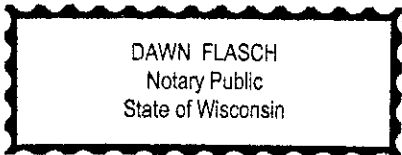
IN WITNESS WHEREOF, the parties, including Zim-Mar Properties, LLC, agree to the terms contained in this Subordinate Mortgage (including its Exhibits), however, BPC Master Developer, LLC and the City of Franklin, Wisconsin shall not be considered a "Mortgagor" (defined herein).

BPC Master Developer, LLC
By: BPC Master Developer Manager, Inc., its Manager
By: Michael E. Zimmerman
Michael E. Zimmerman, ~~Manager~~
Sole Shareholder

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this 2 day of MARCH, 2018, the above-named Michael E. Zimmerman, the Manager of BPC Master Developer, LLC, to me known to be the person who executed the foregoing on behalf of BPC Master Developer, LLC and by its authority.
Sole shareholder of BPC Master Developer Manager, Inc., the

Dawn Flasch
Notary Public, State of Wisconsin
My Commission Expires: 03/13/22



City of Franklin, Wisconsin
By: _____
Name: _____
Title: _____
By: _____
Name: _____
Title: _____
By: _____
Name: _____

10754623 with the Milwaukee County Register of Deeds, State of Wisconsin, the Memorandum of Development Agreement dated February 19, 2018 and recorded February 23, 2018 as Document No. 10754624 with the Milwaukee County Register of Deeds, State of Wisconsin, or otherwise.

IN WITNESS WHEREOF, the parties, including Zim-Mar Properties, LLC, agree to the terms contained in this Subordinate Mortgage (including its Exhibits), however, BPC Master Developer, LLC and the City of Franklin, Wisconsin shall not be considered a "Mortgagor" (defined herein).

~~BPC Master Developer, LLC~~

By: _____
Michael E. Zimmerman, Manager

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this ___ day of _____, 2018, the above-named Michael E. Zimmerman, the Manager of BPC Master Developer, LLC, to me known to be the person who executed the foregoing on behalf of BPC Master Developer, LLC and by its authority.

Notary Public, State of Wisconsin
My Commission Expires: _____

City of Franklin, Wisconsin

By: [Signature]
Name: STEPHEN R. OLSON
Title: MAYOR

By: [Signature]
Name: SANDRA L. WESOLOWSKI
Title: CITY CLERK

By: [Signature]
Name: PAUL A. ROTZENBERG
Title: DIR. OF FINANCE & TREASURER



STATE OF WISCONSIN)
)
COUNTY OF Milwaukee) ss.

Personally came before me this 28th day of February, 2018, the above-named Stephen R. Olson, Paul Rotzenberg and Sandra L. Wesolowski, Mayor, Director of Finance and Treasurer, and City Clerk, respectively, of the City of Franklin, Wisconsin, to me known to be the persons who executed the foregoing on behalf of the City of Franklin, Wisconsin and by its authority.

Shirley J. Roberts
Notary Public, State of Wisconsin
My Commission Expires: 3-27-2020

