

**MODIFICATION OF
LEASEHOLD MORTGAGE**

This Modification of Leasehold Mortgage
(“**Modification**”) is made and entered into by the parties
set forth below as of the date set forth below:

MORTGAGOR:

LINO RISTORANTE ITALIANO, LLC
A Wisconsin Limited Liability Company
422 South Pier Drive
Sheboygan, WI 53081

LENDER:

U.S. BANK NATIONAL ASSOCIATION
Collateral Department
P.O. Box 3487
Oshkosh, WI 54903-3487

RETURN TO:

U.S. Lender National Association
Collateral Department
P.O. Box 3487
Oshkosh, WI 54903-3487

59281322029

Parcel Identification Numbers

LANDLORD:

REDEVELOPMENT AUTHORITY OF THE CITY OF SHEBOYGAN
A State of Wisconsin Domestic Government Unit
828 Center Avenue
Sheboygan, WI 53081

RECITALS:

A. Mortgagor, Lender and Landlord have entered into a Leasehold Mortgage dated February 22, 2017 which was recorded with the Sheboygan County Register of Deeds on February 24, 2017 as Document No. 2035418 (the “**Leasehold Mortgage**”) related to the leasehold interest in the Real Property described as follows:

The West seventy-eight and seventeen one-hundredths (78.17’) feet of Lot 5, South Pier Plat in the City of Sheboygan, Sheboygan County, Wisconsin, reserving an easement for utility purposes along, under and through the North six (6’) feet thereof.

B. On even date herewith Mortgagor and Lender are entering into an amendment renewing and extending the term of the Specific Debt described as a promissory note or other agreement, No. 647922713, dated February 22, 2017, in the original loan amount of Four Hundred Twelve Thousand Five Hundred Dollars (\$412,500.00), and related to such renewal, Mortgagor, Lender and Landlord desire to

modify and amend the Leasehold Mortgage as set forth herein.

NOW THEREFORE, Mortgagor, Lender and Landlord hereby modify the Leasehold Mortgage as follows:

1. Section 4(A) of the Leasehold Mortgage is amended to read as follows:

“A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements (the “Specific Debts”): A promissory note or other agreement, No. 6479227713, dated February 22, 2017, from Mortgagor to Lender, with a loan amount of Four Hundred Twelve Thousand Five Hundred Dollars (\$412,500.00) as renewed and extended by that certain Amendment to Note dated on even date with this Modification.”

2. Section 4(C) of the Leasehold Mortgage is hereby deleted in its entirety.

3. **CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Leasehold Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. The Leasehold Mortgage, as modified by this Modification, continues to secure the Lender’s security interest in the Mortgagor’s leasehold estate in and to the Real Property. Consent by Lender to this Modification does not waive Lender’s right to require strict performance of the Leasehold Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the Specific Debts or any of the loan documents related thereto. It is the intention of Lender to retain as liable all parties to the Leasehold Mortgage and all parties, makers and endorser to the Specific Debts or any of the related loan documents, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification.

(Signature Pages Follows)

IN WITNESS WHEREOF, the undersigned have executed this Modification effective as of March 30, 2022.

MORTGAGOR:
LINO RISTORANTE ITALIANO, LLC

By: _____
Pasquale L. Autiero, Member

By: _____
Therese M. Janssen, Member

STATE OF WISCONSIN :
: SS.
COUNTY OF SHEBOYGAN :

Personally came before me this _____ day of March, 2022, the above-named Pasquale L. Autiero and Therese M. Janssen, Members of Lino Ristorante Italiano, LLC, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____(Print Name)
Notary Public, State of Wisconsin
My Commission: _____

LENDER:
U.S. BANK NATIONAL ASSOCIATION

By: _____
Christopher T. Varah, Assistant Vice President

STATE OF WISCONSIN :
: SS.
COUNTY OF SHEBOYGAN :

Personally came before me this _____ day of March, 2022, the above-named Christopher T. Varah, Assistant Vice President of U.S. Bank National Association, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____(Print Name)
Notary Public, State of Wisconsin
My Commission: _____

LANDLORD:
REDEVELOPMENT AUTHORITY OF THE
CITY OF SHEBOYGAN

By: _____
Roberta Filicky-Penski, Chairperson

By: _____
Chad Pelishek, Executive Director

STATE OF WISCONSIN :
: SS.
COUNTY OF SHEBOYGAN :

Personally came before me this ____ day of March, 2022, the above-named Roberta Filicky-Penski and Chad Pelishek, Chairperson and Executive Director of Redevelopment Authority of the City of Sheboygan, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____(Print Name)
Notary Public, State of Wisconsin
My Commission: _____

This instrument was drafted by Attorney Michael R. Demerath, of Hager, Dewick & Zuengler, S.C., on behalf of U.S. Lender National Association.