

# SUBORDINATION REQUEST FORM REDEVELOPMENT AUTHORITY OF SHEBOYGAN development@sheboyganwi.gov

This form is designed to provide the information necessary for responding to a request for the subordination of a City of Sheboygan/Redevelopment Authority mortgage. Please fill out the form completely. Incomplete forms will be returned. Additional information may be required. The Redevelopment Authority is in sole discretion to agree to subordinate the mortgage.

Name of Borrower(s): MTL Property Management, LLC
Current Address: 1020 Michigan Ave, Sheboy gan, WI 53081
Appraised Value:
City Assessed Value: # 324,200 (4 parcels total)
LENDER INFORMATION
Lending Institution (to which Redevelopment Authority would subordinate):  Cleveland State Bank
Lender Contact Name: Branden Boeiner Phone: 920 - 646 - 314
Address to return subordination: POBOX 548 Fax:
EIKh-A Like WI 53000
Reason for Request (Check all that apply):
Simple refinance – refinance for lower interest rate only (no debt consolidation, no cash out)
Refinance an existing mortgage to obtain a comparable interest rate and extended payment terms.
Borrow money to make additional improvements to the property.  List the improvements and their estimated costs (Provide written contractor estimates)

Type of Improvement		Estimated Cost	Estimated Cost				
		<del>.</del>					
				-			
<del></del> _	an existing mortgag		to halt foreclosur	e proceedings	by a bank or to halt		
tax deed pr	oceedings by the c	ounty.					
Financing Summar	w	22					
i mancing dammar	,		0.1.1	f. 1	Comment		
_			Original	Interest	Current		
Existing	Mortgager		Amount	Rate	Balance		
1 <sup>st</sup> Mortgage			(\$ 475,000		\$ 415,854.10		
2 <sup>nd</sup> Mortgage	City of	Sheboygan	\$ 100,000	2.33%	\$ 44,890.83		
3 <sup>rd</sup> Mortgage	Higher	National Ban		5.00%	\$ 16,797.30		
4 <sup>th</sup> Mortgage		Tabala	\$   <b>\$</b>		\$		
		Totals:	Þ		7		
				Interest	Monthly		
Proposed	Mortgager		Amount	Rate	Pmt		
1st Mortgage	Cleveland	State Bank	\$ 530,000	4,5070	\$ 3,403		
2 <sup>nd</sup> Mortgage		Sheboygan	\$ 44, 890,83	2.33%	\$ 935		
3 <sup>rd</sup> Mortgage		13	\$		\$		
4 <sup>th</sup> Mortgage			\$	<u>.                                       </u>	\$		
		Totals:	\$		\$		
Terms of New Mor	tgage Loan:						
Amount of Loan:	\$ 530,000	<u> </u>	Term (in years	s): <u>20</u>	years_		
Interest Rate:	4.50%		Variable or Fix	ked: fixe	years  d for 5 years		
Provide a title com		letter comple	eted within 30 day	s of the reque	st for		
subordination.	intinent or report		,				
Borrower's Statem	ent						
am the borrower	of the above prope	rty. The infor	mation supplied at	ove is true an	d accurate. The		
new loan funds will	l be used for the pu	irpose stated l	nerein. Document	has to be sign	ed by property		
					ty owners' financial		
information.	n M. L.	1. 1.					
Mmull C	1 ways 7	16/32					
Borrower	Date	е	Borrower		Date		

# **Property Evaluation**

1020 Michigan Ave, Sheboygan, WI, 53081

Prepared for Cleveland State Bank—Tuesday, February 22, 2022



Prepared by Daniel Menzer of Home Seekers Realty Group

Authentische

Daniel Menzer

3/1/2022 4:04:44 PM CST

03/01/2022

# **COMMENTS**

Visual Exterior Inspection of property done 2/16/2022 --- MARKET VALUE: \$600,000 --- 2021 TAX ASSESSMENT: \$257,600

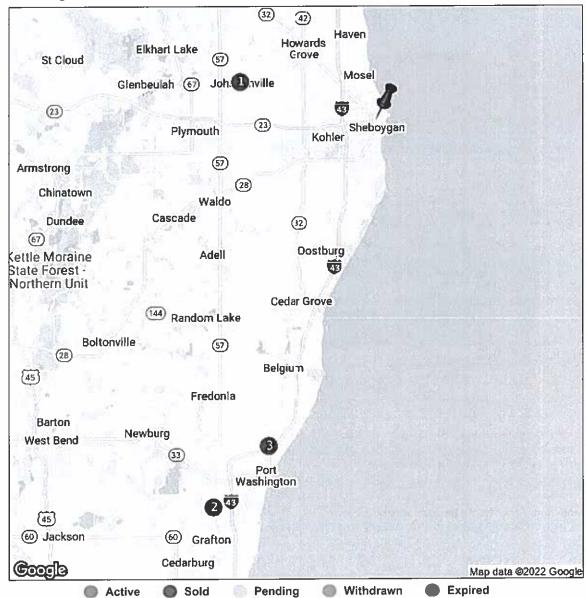
All information in this evaluation was obtained through the MLS - Multiple Listing Service, Sheboygan County Land and Taxes Records, and City of Sheboygan Assessment Data. The information takes into account local market conditions and similar recently sold and expired properties in the target market.

Exterior Inspection of roof, siding and windows are in good condition, The comparison properties are all within Sheboygan, Manitowoc, and Ozaukee County

Local real estate market conditions for commercial properties are currently average in Sheboygan County for 2022. There are currently 46 properties that are on the market and 17 of those have accepted offers, for a sale rate 37% of all commercial listings.

LEGAL DESCRIPTION: Original Plat The E 1/2 Of Lot 9 & The W 40' Of Lot 10 Block 46

# **Map of Subject And Comparable Properties**



	Address	MLS#	Status	Distance from Subject
Subject	1020 Michigan Ave , Sheboygan WI 53081			
1	W4302 County Road JM , Sheboygan Falls WI 53085	1698757	Sold	10.08m
2	2126 Valley Ct -2138, Grafton WI 53024	1738931	Sold	30.32m
3	3850 County Road KW , Port Washington WI 53074	1758003	Sold	24.78m

# **Subject**



Address	1020 Michigan Ave , Sheboygan, WI 53081
Type Commercial	Retail; Wholesale; Office(s), Warehouse; Recreation; Professional Service; Other
County	Sheboygan
Est. Total Sq. Ft.	12500.00
# of Stories	Assert Landschaff and Landschaff Landschaff Landschaff Landschaff Landschaff Landschaff Landschaff Landschaff
Proximity to HWY	0-1 Miles
Est. Acreage	0.52
Taxes	10085.90
Tax Year	2020
Est. Year Built	1989

# **Comparable Properties**



1698757



1738931





1758003

	1020 Michigan Ave Sheboygan WI 53081	W4302 County Road Ji Sheboygan Falls WI	VI	2126 Valley Ct -2138 Grafton Wl		3850 County Road K Port Washington W	
Distance From Subject		10	.08	30	0.32		24.78
List Price		\$519,0	000	\$480,	000	\$649	9,900
Original List Price		\$519,0	000	\$480,	000	\$649	9,900
Sold Price		\$560,0	000	\$505,	000	\$620	0,000
Status		S	old		Sold		Sold
Status Date		01/03/20	)22	10/13/2	021	10/07/	/2021
Days on Market			170		75		12
Cumulative Days on Market		3:	114		75		12
Adjustment			+/-	`-	+/-		+/-
Type Commercial	Retail; Wholesale; Office(s); Warehouse; Recreation; Professional Service; Other	Special Purpose; Other		Office(s); Warehouse		Manufacturing	
County	Sheboygan	Sheboygan		Ozaukee		Ozaukee	
Est. Total Sq. Ft.	12,500	14,118		11,850		9,000	
# of Stories	2	2		1		1	
Proximity to HWY	0-1 Miles	1-3 Miles		3-5 Miles		0-1 Miles	
Est. Acreage	0.52	6.3		1.24		0.95	
Taxes	10,085.9	8,010.1		3,451.59		3,677.68	
Tax Year	2020	2020		2020		2020	
Est. Year Built	1989	1939		1972		1990	
Adjusted Price		\$560,0	000	\$505,	000	\$620	0,000



Commitment No. 220263101405

### CHAMPAIGN, ILLINOIS

# **COMMITMENT FOR TITLE INSURANCE**

American Land Title Commitment for Title Insurance-adopted August 1, 2016

### NOTICE

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST ATTORNEYS' TITLE GUARANTY FUND, INC., (ATG®) INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY ATG TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO ATG, WERE PERFORMED SOLELY FOR THE BENEFIT OF ATG, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

ATG'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. ATG HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### **COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Attorneys' Title Guaranty Fund, Inc., (ATG) commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when ATG has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and ATG's liability and obligation end.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions, Schedule A; Schedule B, Part I—Requirements, Schedule B, Part II—Exceptions; and a counter-signature by ATG or its issuing agent that may be in electronic form].

#### COMMITMENT CONDITIONS

### 1. **DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by ATG pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and ATG's liability and obligation end.
- ATG's liability and obligation is limited by and this Commitment is not valid without:
  - (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I-Requirements;
  - (f) Schedule B, Part II-Exceptions; and
  - (g) a counter-signature by ATG or its issuing agent that may be in electronic form.

### 4. ATG'S RIGHT TO AMEND

ATG may amend this Commitment at any time. If ATG amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of ATG is limited by Commitment Condition 5. ATG shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) ATG's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between ATG's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I-Requirements;
  - (ii) eliminate, with ATG's written consent, any Schedule B, Part II-Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) ATG shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify ATG about it in writing.

- (c) ATG will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) ATG's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) ATG shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall ATG be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I–Requirements have been met to the satisfaction of ATG.
- (g) In any event, ATG's liability is limited by the terms and provisions of the Policy.

### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II–Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by ATG.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and ATG's only liability will be under the Policy.

### 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is ATG's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not ATG's agent for the purpose of providing closing or settlement services.

### 8. PRO-FORMA POLICY

ATG may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that ATG may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

# 9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either ATG or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at www.alta.org/arbitration.

# ATTORNEYS' TITLE GUARANTY FUND, INC. ATG® COMMITMENT FORM -- SCHEDULE A

		Data for reference only:	
	nmitment No.: ing Agent:	220263101405 Richard J. Wirtz Law Offic	na II C
	ing Agent. ing Office's	Richard J. Willz Law Offic	S LLC
A	ALTA® Registry ID:	1138249	
Pro	perty Address:	1020 Michigan Avenue Sheboygan, WI 53081	
ΑT	G licenses:	Illinois: TU.0000002	Wisconsin: 000-51560
1.	Commitment Date:	March 21, 2022 at 8:00 am	·
2.	Policy or policies to b	e issued:	
	a. 2006 ALTA	Owner's Policy	
	Proposed Inst	ured:	
	Proposed Pol		
	b. X 2006 ALTA 1	•	
	Proposed Inst	•	FATE BANK, its successors and/or assigns
	Toposou mo	u. v.	2.2.1.1,
	Proposed Pol	licy Amount: \$530,000.0	00
3.	The estate or interest i	in the Land described or refe	rred to in this Commitment: is a Fee Simple
4.	The Title is, at the Con	mmitment Date, vested in:	
	MTL Property	Management, LLC, a Wisco	onsin limited liability company
5.	The Land is described	l as follows:	
		Feet of Lot 10, Block 46, of the recorded plat thereof.	he Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin,

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A, Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by ATG or its issuing agent that may be in electronic form.

Richard J. Wirtz Law Office LLC 1215 Eastern Avenue, P.O. Box 349 Plymouth, WI 53073-0349 (920) 893-8421

2631 Member No.

ignature of Member or Authorized Signatory

ATG FORM 1001-16 © ATG (REV, 4/18) Commitment No.: 220263101405 Date Printed: March 29, 2022 Prepared by ATG REsource®

FOR USE IN: ALL STATES Page 1 of 1

# ATTORNEYS' TITLE GUARANTY FUND. INC.

# ATG® COMMITMENT FORM -- SCHEDULE B

Commitment No.: 220263101405

Commitment Date: March 21, 2022 at 8:00 am State Issued: WI

File Name:

# PART I Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify ATG® in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. ATG may then make additional Requirements or Exceptions.
- Pay the agreed amount for the estate or interest to be insured. 2.
- 3. Pay the premiums, fees, and charges for the Policy.
- 4. Documents satisfactory to ATG that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- The following additional requirements must be satisfied at or prior to the closing:
  - The borrower and seller must bring a valid government issued photo ID bearing their signature to the closing.
  - Each seller must provide a valid forwarding address and social security number to be submitted to the IRS for 1099 purposes.
  - Payoff letters must be current and not subject to additional terms. We reserve the right to verify payoff figures prior to disbursement. Any additional funds required to satisfy a lien in full must be deposited by the parties involved immediately.
  - All funds brought to closing must be in the form of wire transfer, certified check, or cashier's check.
- If the Property is Commercial and Extended Coverage over the five General Exceptions is requested, ATG should be furnished with the following:
  - A current ALTA/ASCM or Illinois Land Title Survey Certified to Attorneys' Title Guaranty Fund, Inc.;
  - A Properly executed ALTA Statement;

Matters disclosed by the above documentation will be shown specifically on Schedule B.

NOTE: There will be an additional charge for this coverage.

- 7. If you are a lender, your ATG Closing Protection Letter will be valid only if you receive it in one of the following two ways:
  - (1) as an email from the domain "@atgf.com," or
  - (2) as a fax from fax number 312.372.9509 or 217.403.7401.
- 8. In order to issue the Covenants, Conditions, and Restrictions Loan Endorsement (ALTA 9.3-06) on the final mortgage policy, ATG must be provided with a current survey of the property (not older than six months from the date of this commitment) for nonresidential property, or an Affidavit in Lieu of Survey (ATG Form 3001) for residential property, and evidence of the current use of the property.
- The following additional requirements must be satisfied:
  - a. MORTGAGE from MTL Property Management, LLC, a Wisconsin limited liability company to CLEVELAND STATE

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice, the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part i—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by ATG or its issuing agent that may be in electronic form.

Richard J. Wirtz Law Office LLC 1215 Eastern Avenue, P.O. Box 349 Plymouth, WI 53073-0349 (920) 893-8421

2631

Member No.

Signature of Member or Authorized

ATG FORM 1002-16 © ATG (REV. 3/18)

Commitment No.: 220263101405 Date Printed: March 29, 2022

Prepared by ATG REsource®

FOR USE IN: ALL STATES Page 1 of 3

#### BANK in the amount of \$530,000.00

Note: The proposed mortgage should either designate the subject property as non-homestead, identify the mortgagor as unmarried or be joined in by mortgagor's spouse. In Buy/Sell transactions, if all of the net proceeds of the proposed mortgage are to be disbursed to the seller of the subject premises as part of the purchase price and said mortgage recites on the face thereof that it is a Purchase Money Mortgage the above requirement may be disregarded.

- b. Satisfaction of Mortgage dated March 30, 2016, and recorded April 5, 2016, as Document No. 2018546, executed by MTL Property Management, LLC, a Wisconsin limited liability company, and given to Hiawatha National Bank, to secure a note in the amount of \$475,000.00, and such other sums as provided therein.
- c. Satisfaction of Assignment of Rents dated March 30, 2016, and recorded April 5, 2016, as Document No. 2018547, executed by MTL Property Management, LLC, a Wisconsin limited liability company, and given to Hiawatha National Bank, to secure a note in the amount of \$475,000.00, and such other sums as provided therein.
- d. Satisfaction of Mortgage dated April 5, 2016, and recorded April 11, 2016, as Document No. 2018821, executed by MTL Property Management, LLC, a Wisconsin limited liability company, and given to Redevelopment Authority of the City of Sheboygan, Wisconsin, to secure a note in the amount of \$100,000.00, and such other sums as provided therein.
- e. Satisfaction of Mortgage dated September 22, 2016, and recorded September 29, 2016, as Document No. 2027942, executed by MTL Property Management, LLC, a Wisconsin limited liability company, and given to Hiawatha National Bank, to secure a note in the amount of \$25,000.00, and such other sums as provided therein.

# PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of ATG:

### Standard Exceptions

- 1. Rights or claims of parties in possession not shown by the Public Records.
- 2. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land.
- 3. Easements, or claims of easements, not shown by the Public Records.
- 4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records; and
- Taxes or special assessments that are not shown as existing liens by the Public Records.

# **Special Exceptions**

- Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the Commitment Date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- Any Loan Policy issued pursuant to this Commitment will be subject to the following exceptions (a) and (b), in the absence of the production of the data and other matters contained in the ATG ALTA Statement form or an equivalent form:

- Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records;
- b. Consequences of the failure of the lender to pay out properly the whole or any part of the loan secured by the mortgage described in Schedule A, as affecting: (i) the validity of the lien of said mortgage; and (ii) the priority of the lien over any other right, claim, lien, or encumbrance that has or may become superior to the lien of said mortgage before the disbursement of the entire proceeds of the loan.
- 3. Any Owner's Policy issued pursuant to this Commitment will be subject to the following exception:

The property address listed on Schedule A is provided solely for informational purposes, without warranty as to accuracy or completeness, and is not hereby insured and is not included in the Land as defined in Condition 1.

The lien of taxes assessed for the year 2022 and thereafter:

First installment 2021 taxes in the amount of \$3,344.91 is PAID.

Second installment 2021 taxes in the amount of \$3,344.91 is NOT YET DUE AND PAYABLE.

Taxes for the year 2022 are not yet due and payable.

Tax Key No. 59281 200760

- Rights of the public, State of Wisconsin, and the municipality in and to that part of the premises in question taken, used, or dedicated for roads or highways.
- 6. Covenants, conditions, restrictions, easements, servitudes, reservations of minerals or mineral rights, if any, affecting title to the Land, which: (i) appear in or are referenced in the Public Land Records, or (ii) appear in, are shown on, or are referenced in any recorded Plat or Certified Survey Map.
- 7. Public or private rights, if any, in such portion of the subject premises as may be presently used, laid out, or dedicated in any manner whatsoever, for street, highway and/or alley purposes.
- 8. Storm, sewer, drainage and sanitary district assessments, if any.
- Driveway Restoration Agreement recorded in Volume 1904 of Records on Pages 481/3, as Document No. 1616948.
- 10. Ordinance (granting right to encroach into Michigan Avenue right of way) recorded as Document No. 1731040.
- 11. The failure to satisfy any item shown in Schedule B Section 1 hereof which is required in said Schedule to be provided, satisfied, released, terminated, dismissed, subordinated, disposed of and/or paid.
- 12. A Special Assessment Letter has been ordered for the insured parcels from the City of Sheboygan by ATG. This Commitment and any issued Policy will be subject to such additional matters as the Letter discloses.

End of Schedule B

# ATTORNEYS' TITLE GUARANTY FUND, INC.

### and Affiliated Companies

## PRIVACY POLICY NOTICE

This Notice sets forth the privacy policies and practices of Attorneys' Title Guaranty Fund, Inc. (ATG®) and its affiliated companies, ATG Trust Company, NLT Title, and The Judicial Sales Corporation. This Notice identifies the sources of nonpublic, personal information we collect regarding our customers, and specifies what measures we take to secure that information.

The words "you" and "your" mean all of our consumer customers who have a business relationship with us, such as:

- Insureds under ATG title insurance policies;
- Parties to real estate transactions;
- Persons with a trust account; and
- Borrowers who have a loan account or who have applied for a loan.

"We," "our," and "us" mean ATG and its affiliated companies listed above.

"Nonpublic personal information" means information about you that we collect in connection with providing a financial product or service to you. Non-public personal information does not include information that is available from public sources, such as telephone directories or government records.

An "affiliate" is a company we own or control, a company that owns or controls us, or a company that is owned or controlled by the same company that owns or controls us. Ownership does not mean complete ownership, but means owning a sufficient share to have control.

A "nonaffiliated third party" is a company that is not an affiliate of ours.

#### THE INFORMATION WE COLLECT

We collect nonpublic, personal information about you from the following sources:

- Information we receive from you on title insurance applications or other forms associated with your transaction with us;
- Information from a consumer reporting agency;
- Miscellaneous information about your transaction that becomes part of our file on your transaction with us; and
- Information about your transactions with nonaffiliated third parties.

We do not disclose any nonpublic, personal information about you to anyone, except as authorized by law.

# THE CONFIDENTIALITY, SECURITY, AND INTEGRITY OF YOUR NONPUBLIC PERSONAL INFORMATION

We restrict access to nonpublic, personal information about you to only those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to protect your nonpublic personal information from unauthorized use.

# NONPUBLIC PERSONAL INFORMATION AND NONAFFILIATED THIRD PARTIES

You have entrusted us with important personal information about you, and we will not disclose your nonpublic, personal information to nonaffiliated third parties, except as permitted by law.

# NONPUBLIC PERSONAL INFORMATION AND FORMER CUSTOMERS

We do not disclose nonpublic, personal information about former customers, except as permitted by law.

# ATTORNEYS' TITLE GUARANTY FUND, INC.

# INVOICE FOR TITLE CHARGES

			A I G Membe	<u> </u>
TO CLEVELAND STATE BANK		1215 Eas	J. Wirtz Law Office L stern Avenue, P.O. Bo h, WI 53073-0349 20) 893-8421	
,			20) 893-6421 20) 892-6543	
		7 (2	20, 0,2 00 13	
Seller:				
Buyer: MTL Property Management, LLC, a Wisconsin limited liab	oility company			
File: 220263101405 Member No.: 2631	OMC No.	2202631	101405 Date: Mai	rch 29, 2022
Policy Amounts: Owner \$0.00	1 <sup>st</sup> Mortgage	\$530,00	0.00	
Member File:	2 <sup>nd</sup> Mortgage	\$0.00		
Property: 1020 Michigan Avenue Sheboygan, WI 53081				
CUSTOMARY SELLER'S CHARGES		ation and Charges	Other Charges	TOTAL
TITLE INSURANCE (OWNER'S POLICY)				\$0.00
2. SEARCH FEES			\$0.00	
3. STATE TRANSFER STAMPS	in the second		\$0.00	
4. COUNTY TRANSFER STAMPS			\$0.00	- 8
5. CITY TRANSFER STAMPS 6. RELEASE STATUS VERIFICATION FEE			\$0.00	
7. ESCROW/CLOSING FEE			\$0.00	=
8. OTHER: TOTAL FROM NEXT PAGE:	<del></del>		\$0.00	- 73
9. TOTAL – ITEMS 2 THROUGH 8			\$0.00	
			<u> </u>	\$0.00
TOTAL SELLER'S CHARGES				\$0.00
CUSTOMARY BUYER'S CHARGES	Examina Premium		Other Charges	TOTAL
TITLE INSURANCE (MORTGAGEE POLICY)				\$375.00
2. SEARCH FEES		10	\$0.00	
3. ENDORSEMENTS: LOCATION NOTE			\$0.00	
ENVIRONMENTAL PROTECTION			\$0.00	
ADJUSTABLE RATE MORTGAGE			\$0.00	
CONDOMINIUM  4. RECORDING FEES: DEED			\$0.00	
MORTGAGE			\$0.00	- 1
OTHER			\$0.00	
5. ESCROW/CLOSING FEE			\$0.00	
6. CITY TRANSFER TAX			\$0.00	
			\$0.00	
7. OTHER: TOTAL FROM NEXT PAGE:	T		\$0.00	
8. TOTAL – ITEMS 2 THROUGH 7	×		Ψ0.00	\$0.00
TOTAL BUYER'S CHARGES	. 1			
- VALLE VALUE VALU				\$375.00
TOTAL INVOICE CELLED ALL DE SYMPLE		<u> </u>		<del></del>
TOTAL INVOICE - SELLER'S AND BUYER'S CHARGE	S			\$375.00

\$375.00

# INVOICE FOR TITLE CHARGES Miscellaneous Charges

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Other Charges	TOTAL
-	Other Charges