FILED
05-27-2026
Sheboygan County
Clerk of Circuit Court
2026CV000369
Honorable George A Limbeck
Branch 5

STATE OF WISCONSIN CIRCUIT COURT: SHEBOYGAN COUNTY

Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as owner trustee for Verus Securitization Trust 2024-7
55 Beattie Pl
Greenville, SC 29603,

Plaintiff,

vs.

Bruyette Enterprises North LLC
c/o Registered Agent Alexander Bruyette
618 Erie Ave.
Sheboygan, WI 53081,

Alexander Bruyette
618 Erie Ave.
Sheboygan, WI 53081,

City of Sheboygan
c/o City Clerk
828 Center Ave
Sheboygan, WI 53081,

6/4/26
3:31
government
Mirta Debruin

Unknown Tenants, if any, of
1621 Mehrtens Ave.
Sheboygan, WI 53081,

Defendants.

File No.

WI260053

SUMMONS

Foreclosure of Mortgage: 30404

() Personal
() Posted
() Substitute
() Corporate

Process Server: ____________________
Date: ______________ Time. __________
Address of Service: ____________________
____
Person
Served: __________ ______________

THE STATE OF WISCONSIN, To each person named above as a Defendant:

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 twenty (20) days of receiving this Summons if you are an individual, forty-five (45) days of receiving this Summons if you are the State of Wisconsin or an insurance company, or sixty (60) days if you are the United States or an instrumentality thereof, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, whose address is 615 N 6th St., Sheboygan, WI 53081-4692, and to Janelle G. Ewing, Plaintiff's attorney, whose main office address is 925 E 4th St., Waterloo, IA 50703. You may have an attorney help or represent you.

If you do not provide a proper answer within the time period as stated above, 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: May 26, 2026

THE SAYER LAW GROUP, P.C
Plaintiff's Attorney

By: ____/s/ Janelle G. Ewing_____
Janelle G. Ewing, Esq.
Wisconsin State Bar No.: 1120973
C. Anthony Crnic, Esq.
Wisconsin State Bar No.: 1090507
The Sayer Law Group, P.C.
c/o 925 E 4th St.
Waterloo, IA 50703
Phone: 319-234-2530
Fax: 319-232-6341
E-Mail: generalupdates@sayerlaw.com

THE SAYER LAW GROUP, P.C. IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN A CHAPTER 7 BANKRUPTCY CASE, THIS COMMUNICATION SHOULD NOT BE CONSTRUED AS AN ATTEMPT TO HOLD YOU PERSONALLY LIABLE FOR THE DEBT.

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Sheboygan County
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STATE OF WISCONSIN CIRCUIT COURT: SHEBOYGAN COUNTY

Wilmington Savings Fund Society,
FSB, not in its individual capacity but
solely as owner trustee for Verus
Securitization Trust 2024-7
55 Beattie Pl
Greenville, SC 29603,

Plaintiff,

vs.

Bruyette Enterprises North LLC
c/o Registered Agent Alexander
Bruyette
618 Erie Ave.
Sheboygan, WI 53081,

Alexander Bruyette
618 Erie Ave.
Sheboygan, WI 53081,

City of Sheboygan
c/o City Clerk
828 Center Ave
Sheboygan, WI 53081,

Unknown Tenants, if any, of
1621 Mehrtens Ave.
Sheboygan, WI 53081,

Defendants.

File No.

WI260053

COMPLAINT

Foreclosure of Mortgage: 30404

The Plaintiff, by its attorney, The Sayer Law Group, P.C., pleads as follows:

1. Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as owner trustee for Verus Securitization Trust 2024-7 (Plaintiff) is duly authorized to transact business herein and to bring this action. Plaintiff has its principal place of business in the State of South Carolina.

2. Defendant(s) Bruyette Enterprises North LLC, a Wisconsin limited liability company by Alexander Bruyette, managing member. Said Defendant(s) reside in the County of Sheboygan, State of Wisconsin.

3. Bruyette Enterprises North LLC, a Wisconsin limited liability company by Alexander Bruyette, managing member (Borrower) incurred an obligation to Plaintiff or Plaintiff's predecessor-in-interest by executing and delivering a promissory note (Note), a true copy of which is attached as Exhibit A, and is incorporated by reference.

4. Plaintiff is the current holder of the Note.

5. Borrower defaulted under the terms of the Note by failing to timely make payments. Thus, Plaintiff, at its option as provided in the Note, declared the total amount immediately due and payable. The principal balance due Plaintiff as of April 13, 2026 is $129,503.34 together with interest from that date.

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

7. The Note is secured by the terms of a mortgage signed by Bruyette Enterprises North LLC, a Wisconsin limited liability company by Alexander Bruyette, managing member (Mortgagor) and duly recorded in the Register of Deeds office for Sheboygan County (Mortgage), on June 27, 2024 as 2165406. A true copy of which is attached as Exhibit B and is incorporated by reference.

8. The Mortgage grants Plaintiff a lien against the premises as described in the Mortgage (Mortgaged Premises).

9. Alexander Bruyette is also joined as a Defendant due to the following apparent interest in the Mortgaged Premises (type of interest -- identifier): Guarantor for Bruyette Enterprises North LLC, a Wisconsin limited liability company.

10. City of Sheboygan is also joined as a Defendant due to the following apparent interest in the Mortgaged Premises (type of interest -- identifier): Judgments -- Cases: 026TJ000054, 2026TJ000019, 2026TJ000018, 2026TJ000017, 2026TJ000016, 2026TJ000015, 2026TJ000014, 2026TJ000013, 2026TJ000012, 2026TJ000011, 2026TJ000010, 2026TJ000009.

11. Unknown Tenants, if any, of 1621 Mehrtens Ave. Sheboygan, WI 53081 is also joined as a Defendant due to the following apparent interest in the Mortgaged Premises (type of interest -- identifier): Possible Leasehold Interest -- 1621 Mehrtens Ave, Sheboygan, WI 53081.

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

13. Plaintiff has satisfied all of the conditions precedent to foreclosure as required by the Note and Mortgage or applicable law. A true copy of a notice of right to cure sent to the Borrower(s) is attached as Exhibit C and is incorporated by reference.

14. The Mortgaged Premises consists of a lot with a single family residence thereon located at 1621 Mehrtens Ave., Sheboygan, WI 53081, which is upon information and belief homestead

property, and which cannot be sold in part or parcel without injury to the rights of the parties thereto.

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

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

17. Plaintiff waives any deficiency Judgment against any Defendant and the Mortgage Premises are twenty (20) acres or less in area. As a result, Plaintiff elects foreclosure with a three (3) month or shorter redemption period, pursuant to Sections 846.101 or 846.102 of the Wisconsin Statutes, in accordance with proof.

WHEREFORE, the Plaintiff demands:

Judgment of foreclosure and sale of the Mortgaged Premises with the Plaintiff expressly waiving its right to obtain a deficiency Judgment against any Defendant in this action;

That the Court determine the amounts due the Plaintiff from the Borrower for principal, interest, taxes, insurance, costs of suit and attorney's fees be determined;

That the Defendants and all persons claiming under them be barred and foreclosed of all claim, right and equity of redemption of the Mortgaged Premises, except the right to redeem the same before sale as provided by law;

That the Judgment provide that all right, title and interest which the Defendants and all persons claiming under them have in the Mortgaged Premises be declared to be subsequent, subordinate, and subject to the Mortgage of the Plaintiff;

That the Judgment provide that the Mortgaged Premises be sold for payment of the amount due to the Plaintiff, together with interest, reasonable attorney fees and costs, costs of sale and any advances made for the benefit and preservation of the premises until confirmation of sale;

That the Judgment provide that the proceeds realized from the sale of the Mortgaged Premises be applied to discharge the debt, advances, fees and costs adjudged to be due to the Plaintiff;

That the surplus, if any, be paid into the Court to abide the further order of this Court;

That the Defendants and all persons with claims under them be enjoined from committing waste or otherwise doing any act that may impair the value of the Mortgaged Premises from the date of Judgment until sale and confirmation;

That upon application to the Court by Plaintiff, a receiver be appointed with power to collect rent and profits arising out of the Mortgaged Premises during the pendency of this action until the sale; and, That the Plaintiff has such other further Judgment, order, or relief as may be considered just and equitable.

COUNT II – BREACH OF GUARANTY

1. The factual allegations of Paragraphs 1 through 17 of Count I of this Complaint are incorporated by reference as though fully set forth herein.

2. On 06/27/2024, Alexander Bruyette ("Guarantor) signed and delivered to Hometown Equity Mortgage, LLC the Commercial Guaranty ("Guaranty") attached hereto as Exhibit E.

3. Pursuant to the Guaranty, Guarantor represented and warranted that Guarantor derived direct financial benefit from the loan evidenced by the Note from Bruyette Enterprises North LLC, in favor of Hometown Equity Mortgage, LLC, attached as Exhibit A.

4. Guarantor unconditionally and absolutely guaranteed prompt payment and performance of said Note, from Bruyette Enterprises North LLC in favor of Hometown Equity Mortgage, LLC, all monies coming due under the Note and the Mortgage and loan documents (attached as Exhibits A, B and C) from Bruyette Enterprises North LLC in favor of Hometown Equity Mortgage, LLC and all documents granted to secure the Note.

5. Guarantor further covenanted that upon any default of Borrower, the holder of the Note could immediately enforce the Guaranty against Guarantor. Guarantor further covenanted to pay all costs without limitation, including attorneys' fees incurred or expended by the holder of the Note in collection or attempted collection under the Guaranty, enforcing the security interest or participation in any proceeding involving Guarantor under the Federal Bankruptcy Code.

6. The Guaranty is continuing and is binding upon Guarantor until the complete satisfaction set forth of all of the loan documents more fully described in Count I of this Complaint.

7. Plaintiff has performed as covenanted.

8. As of the filing of the instant Complaint, the monies due under all loan documents referenced herein remain unsatisfied after the January 1, 2026 default in payments by Borrower.

9. Guarantor has failed to pay the debt due under the Note and loan documents as covenanted.

10. Plaintiff has been damaged as a result of Guarantor's failure to perform.

REQUEST FOR RELIEF

Plaintiff requests:

(i) A personal judgment against Guarantor in an amount to be established through evidence acceptable to the Court;

(ii) A judgment for attorney's fees, costs, and expenses; and

(iii) Such other and further relief as this Court deems just.

Dated: May 26, 2026

THE SAYER LAW GROUP, P.C
Plaintiff's Attorney

By: __/s/ Janelle G. Ewing____
Janelle G. Ewing, Esq.
Wisconsin State Bar No.: 1120973
C. Anthony Crnic, Esq.
Wisconsin State Bar No.: 1090507
The Sayer Law Group, P.C.
c/o 925 E 4th St.
Waterloo, IA 50703
Phone: 319-234-2530
Fax: 319-232-6341
E-Mail: generalupdates@sayerlaw.com

FILED
05-27-2026
Sheboygan County
Clerk of Circuit Court
2026CV000369
Honorable George A Limbeck
Branch 5

Exhibit A

PROMISSORY NOTE
(Wisconsin)

US $130,500.00 **June 27, 2024**

[redacted]

FOR VALUE RECEIVED, the undersigned, **BRUYETTE ENTERPRISES NORTH LLC, a Wisconsin limited liability company** (together with such party's or parties' successors and permitted assigns, "**Borrower**"), jointly and severally (if more than one) promises to pay to the order of **HOMETOWN EQUITY MORTGAGE, LLC, a Missouri limited liability company**, the principal sum of **ONE HUNDRED THIRTY THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (US $130,500.00)**, with interest on the unpaid principal balance, as hereinafter provided.

A. Defined Terms. Capitalized terms used but not defined in this Note shall have the meanings given to such terms in the Loan Agreement and/or the Mortgage. In addition to defined terms found elsewhere in this Note, as used in this Note, the following definitions shall apply:

Business Day: Any day other than a Saturday, a Sunday or any other day on which Lender or the national banking associations are not open for business.

Default Rate: The rate of **twenty percent (20.00%)** per annum. However, at no time will the Default Rate exceed the Maximum Interest Rate.

Disbursement Date: The date of the initial disbursement of Loan proceeds hereunder.

First Payment Due Date: August 1, 2024.

Fixed Interest Rate: The annual interest rate of **10.25 percent (10.25%).**

Indebtedness: Indebtedness shall have the meaning set forth in section A of the Loan Agreement.

Lender: The holder(s) from time to time of this Note.

Loan: The loan evidenced by this Note.

Loan Agreement: That certain Loan Agreement dated as of the date of this Note by and between Borrower and Lender, as such agreement may be amended from time to time.

Maturity Date: The earlier of (i) **July 1, 2054**, and (ii) the date on which the unpaid principal balance of this Note becomes due and payable by acceleration or otherwise pursuant to the Loan Documents or the exercise by Lender of any right or remedy under any Loan Document.

Maximum Interest Rate: The rate of interest that results in the maximum amount of interest allowed by applicable law.

Mortgage: That certain Mortgage, Assignment of Rents and Security Agreement dated as of the date of this Note, executed by Borrower to or for the benefit of Mortgage Electronic Registration Systems, Inc., as nominee, in an administrative capacity only, for Lender and its successors and assigns and securing this Note, which Mortgage encumbers certain real property commonly known as **1621 Mehrtens Ave, Sheboygan, WI 53081.**

Payment Due Date: The First Payment Due Date and any subsequent date on which a monthly installment of interest or principal and interest is due and payable pursuant to section C below.

Prepayment Premium End Date: July 1, 2025.

Prepayment Premium Period: The period during which, if a prepayment of principal occurs, a prepayment premium will be payable by Borrower to Lender. The Prepayment Premium Period is the period from the Disbursement Date to and excluding the Prepayment Premium End Date.

Property Jurisdiction: The jurisdiction in which the Land is located.

B. Address for Payment; Manner of Payment.

B.1. All payments due under this Note shall be payable at **25531 COMMERCENTRE DRIVE, #250, LAKE FOREST, CA 92630, ATTN: POST-CLOSING DEPARTMENT**, or such other place as may be designated by written notice to Borrower from or on behalf of Lender.

B.2. By a separate document as required by Lender, Borrower shall authorize Lender to deduct all monthly installments of interest and/or principal, and any other Indebtedness, due under this Note, from Borrower's U.S. domiciled checking or operating account by means of Automated Clearing House (ACH) automatic debit transfers. Borrower shall do the following: (i) maintain an Automatic Clearing House (ACH) election for automatic payment of its monthly installment of interest and/or principal, and any other Indebtedness, under the Note, from a checking or operating account domiciled in the United States, (ii) maintain sufficient funds to cover the full payment, at the time the ACH payment is made to Lender, in the account designated for ACH payment, and (iii) not terminate the ACH election such that monthly installment payments, and other Indebtedness, under this Note are not automatically withdrawn. Any failure to comply with the provisions of this section B.2 shall constitute an Event of Default under the Loan, regardless of whether any amount is currently due to Lender.

C. Payments.

C.1. Interest will accrue on the outstanding principal balance of this Note at the Fixed Interest Rate, subject to the provisions of section H below.

C.2. Interest under this Note shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

C.3. Unless disbursement of principal is made by Lender to Borrower on the first day of a calendar month, interest for the period beginning on the Disbursement Date and ending on and including the last day of such calendar month shall be payable by Borrower on or before the Disbursement Date. If the Disbursement Date is on the first day of a calendar month, then no payment will be due from Borrower until the First Payment Due Date. The Payment Due Date for the first monthly installment payment under section C.4 below of interest only or principal and interest, as applicable, will be the First Payment Due Date set forth in section A above. Except as provided in this section C.3 and in section J, accrued interest will be payable in arrears.

C.4. Beginning on the First Payment Due Date, and continuing until and including the monthly installment due on the Maturity Date, principal and accrued interest shall be payable by Borrower in consecutive monthly installments due and payable on the first day of each calendar month. The amount of the monthly installment of principal and interest payable pursuant to this section C.4 shall be **ONE THOUSAND ONE HUNDRED SIXTY-NINE AND 41/100 DOLLARS (U.S. $1,169.41)**.

C.5. All remaining Indebtedness, including all principal and interest, shall be due and payable by Borrower on the Maturity Date. All payments under this Note shall be made in immediately available U.S. funds. Any regularly scheduled monthly installment of principal and interest that is received by Lender before the date it is due shall, at Lender's option and discretion, be deemed to have been received on the due date solely for the purpose of calculating interest due. Any accrued interest remaining past due for thirty (30) days or more, at Lender's discretion, may be added to and become part of the unpaid principal balance of this Note and any reference to "accrued interest" shall refer to accrued interest which has not become part of the unpaid principal balance. Any amount added to principal pursuant to the Loan Documents shall bear interest at the applicable rate or rates specified in this Note and shall be payable with such interest upon demand by Lender and absent such demand, as provided in this Note for the payment of principal and interest. In the event any check given by Borrower to Lender as a payment on this Note is dishonored, or in the event there are insufficient funds in Borrower's designated account to cover any preauthorized monthly debit from Borrower's checking account, then, without limiting any other charges or remedies, Borrower shall pay to Lender a processing fee of **$15.00** (but not more than the maximum amount allowed by law) for each such event.

D. Application of Payments. Each monthly payment will be applied first to pay in full interest then due and owing, then, at Lender's sole discretion, to outstanding fees and costs, and finally the balance of each said monthly payment paid by Borrower will be credited to principal. Notwithstanding the foregoing, if at any time Lender receives, from Borrower or otherwise, any amount applicable to the Indebtedness which is less than all amounts due and payable at such time, Lender may apply the amount received to amounts then due and payable in any manner and in any

[redacted]

order determined by Lender, in Lender's discretion. Borrower agrees that neither Lender's acceptance of a payment from Borrower in an amount that is less than all amounts then due and payable nor Lender's application of such payment shall constitute or be deemed to constitute either a waiver of the unpaid amounts, a refinance, or an accord and satisfaction.

E. **Security.** The Indebtedness is secured by, among other things, the Mortgage and reference is made to the Mortgage for other rights of Lender as to collateral for the Indebtedness.

F. **Acceleration.** If an Event of Default has occurred, the entire unpaid principal balance, any accrued interest, the prepayment premium payable under section J below, and all other amounts payable under this Note and any other Loan Document shall at once become due and payable, at the option of Lender, without any prior notice to Borrower (except if notice is required by applicable law, then after such notice). Lender may exercise this option to accelerate regardless of any prior forbearance. For purposes of exercising such option, Lender shall calculate the prepayment premium as if prepayment occurred on the date of acceleration.

G. **Late Charge.**

G.1. If any installment of interest or principal and interest or other amount payable under this Note, the Loan Agreement, the Mortgage or any other Loan Document is not received in full by Lender within **fifteen (15)** days after the installment or other amount is due (unless applicable law requires a longer period of time before a late charge may be imposed, in which event such longer period shall be substituted), Borrower shall pay to Lender, immediately and without demand by Lender, a late charge equal to **five percent (5%)** of such installment or other amount due (unless applicable law requires a lesser amount be charged, in which event such lesser amount shall be substituted).

G.2. Borrower acknowledges that its failure to make timely payments will cause Lender to incur additional expenses in servicing and processing the Loan and that it is extremely difficult and impractical to determine those additional expenses. Borrower agrees that the late charge payable pursuant to this section G represents a fair and reasonable estimate, taking into account all circumstances existing on the date of this Note, of the additional expenses Lender will incur by reason of such late payment. The late charge is payable in addition to, and not in lieu of, any interest payable at the Default Rate pursuant to section H below.

H. **Default Rate.**

H.1. So long as (a) any monthly installment payment under this Note remains past due for **thirty (30)** days or more or (b) any other Event of Default has occurred which, if it is amenable to cure, has not been timely cured, then notwithstanding anything in section C above to the contrary, interest under this Note shall accrue at the Default Rate on the unpaid principal balance from the earlier to occur of the Payment Due Date of the first unpaid monthly installment payment under this Note or the date of the occurrence of such other Event of Default, as applicable.

H.2. From and after the Maturity Date, the unpaid principal balance and all accrued interest shall continue to bear interest at the Default Rate until and including the date on which the entire principal balance is paid in full.

H.3. Borrower acknowledges that (a) its failure to make timely payments will cause Lender to incur additional expenses in servicing and processing the Loan, (b) during the time that any monthly installment under this Note is delinquent for **thirty (30)** days or more, Lender will incur additional costs and expenses arising from its loss of the use of the money due and from the adverse impact on Lender's ability to meet its other obligations and to take advantage of other investment opportunities; and (c) it is extremely difficult and impractical to determine those additional costs and expenses. Borrower also acknowledges that, during the time that any monthly installment under this Note is delinquent for **thirty (30)** days or more or any other Event of Default has occurred which, if it is amenable to cure, has not been timely cured, Lender's risk of nonpayment of this Note will be materially increased and Lender is entitled to be compensated for such increased risk. Borrower agrees that the increase in the rate of interest payable under this Note to the Default Rate represents a fair and reasonable estimate, taking into account all circumstances existing on the date of this Note, of the additional costs and expenses Lender will incur by reason of Borrower's delinquent payment and the additional compensation Lender is entitled to receive for the increased risks of nonpayment associated with a delinquent loan. During any period that the Default Rate is in effect the additional interest accruing over and above the Fixed Interest Rate shall be immediately due and payable in addition to the regularly scheduled principal and interest payments.

[redacted]

I. Full Recourse Personal Liability. Borrower shall have full recourse personal liability under this Note, the Loan Agreement, the Mortgage and all other Loan Documents for the repayment of the Indebtedness and for the performance of any and all other obligations of Borrower under this Note, the Loan Agreement, the Mortgage and all other Loan Documents.

J. Voluntary and Involuntary Prepayments.

J.1. Any receipt by Lender of principal due under this Note prior to the Maturity Date, other than principal required to be paid in monthly installments pursuant to section C above, constitutes a prepayment of principal under this Note. Without limiting the foregoing, any application by Lender, prior to the Maturity Date, of any proceeds of collateral or other security to the repayment of any portion of the unpaid principal balance of this Note constitutes a prepayment under this Note.

J.2. Borrower may voluntarily prepay all of the unpaid principal balance of this Note on a Payment Due Date so long as Borrower designates the date for such prepayment in a notice from Borrower to Lender given at least thirty (30) days prior to the date of such prepayment. If a Payment Due Date (as defined in section A above) falls on a day which is not a Business Day, then with respect to payments made under this section J only, the term "Payment Due Date" shall mean the Business Day immediately preceding the scheduled Payment Due Date.

J.3. Notwithstanding section J.2 above, Borrower may voluntarily prepay all of the unpaid principal balance of this Note on a Business Day other than a Payment Due Date if Borrower provides Lender with the notice set forth in section J.2 above and meets the other requirements set forth in this section J.3. Borrower acknowledges that Lender has agreed that Borrower may prepay principal on a Business Day other than a Payment Due Date only because Lender shall deem any prepayment received by Lender on any day other than a Payment Due Date to have been received on the Payment Due Date immediately following such prepayment and Borrower shall be responsible for all interest that would have been due if the prepayment had actually been made on the Payment Due Date immediately following such prepayment.

J.4. Borrower may voluntarily prepay less than all of the unpaid principal balance of this Note (a "Partial Prepayment") at any time. Upon delivery of the Partial Prepayment, a prepayment premium calculated pursuant to section J.5 below, based on the amount being prepaid, shall be due and payable to Lender upon demand. In order to voluntarily prepay all or any part of the principal of this Note, Borrower must also pay to Lender, together with the amount of principal being prepaid, (a) all accrued and unpaid interest due under this Note, plus (b) all other sums due to Lender at the time of such prepayment, plus (c) any prepayment premium calculated pursuant to section J.5 below, to the extent such prepayment premium does not exceed the Maximum Interest Rate.

J.5. Except as provided in section J.6 below, a prepayment premium shall be due and payable by Borrower in connection with any prepayment of principal under this Note during the Prepayment Premium Period. The prepayment premium shall be five percent (5%) of the amount of principal being prepaid for any prepayments occurring during the Prepayment Premium Period.

J.6. Notwithstanding any other provision of this section J, no prepayment premium shall be payable with respect to (a) any prepayment made after the expiration of the Prepayment Premium Period or (b) any prepayment occurring as a result of the application of any insurance proceeds or condemnation award under the Loan Agreement.

J.7. Unless Lender agrees otherwise in writing, a permitted or required prepayment of less than the unpaid principal balance of this Note shall not extend or postpone the due date of any subsequent monthly installments or change the amount of such installments.

J.8. Borrower recognizes that any prepayment of any of the unpaid principal balance of this Note, whether voluntary or involuntary or resulting from an Event of Default by Borrower, will result in Lender's incurring loss, including reinvestment loss, additional expense and frustration or impairment of Lender's ability to meet its commitments to third parties. Borrower agrees to pay to Lender upon demand damages for the detriment caused by any prepayment and agrees that it is extremely difficult and impractical to ascertain the extent of such damages. Borrower therefore acknowledges and agrees that the formula for calculating prepayment premiums set forth in this Note represents a reasonable estimate of the damages Lender will incur because of a prepayment. Borrower further acknowledges that any prepayment premium provisions of this Note are a material part of the consideration

[redacted]

for the Loan, and that the terms of this Note are in other respects more favorable to Borrower as a result of Borrower's voluntary agreement to the prepayment premium provisions.

K. **Costs and Expenses.** To the fullest extent allowed by applicable law, Borrower shall pay: (i) all expenses and costs, including Attorneys' Fees and Costs incurred by Lender or any Loan Servicer as a result of any default under this Note or in connection with efforts to collect any amount due under this Note, or to enforce the provisions of any of the other Loan Documents (whether or not any lawsuit or other proceeding is instituted), including those incurred in post-judgment collection efforts and in any bankruptcy proceeding (including any action for relief from the automatic stay of any bankruptcy proceeding) or judicial or non-judicial foreclosure proceeding; and (ii) all expenses and costs, including Attorneys' Fees and Costs, incurred by Lender or any Loan Servicer in connection with the servicing of the Loan, including, without limitation, responding to requests from Borrower, and expenses and costs incurred in connection with potential defaults or other legal questions regarding the Loan.

L. **Forbearance.** Any forbearance by Lender in exercising any right or remedy under this Note, the Loan Agreement, the Mortgage, or any other Loan Document or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of that or any other right or remedy. The acceptance by Lender of any payment after the due date of such payment, or in an amount which is less than the required payment, shall not be a waiver of Lender's right to require prompt payment when due of all other payments or to exercise any right or remedy with respect to any failure to make prompt payment. Enforcement by Lender of any security for Borrower's obligations under this Note shall not constitute an election by Lender of remedies so as to preclude the exercise of any other right or remedy available to Lender.

M. **Waivers.** Borrower and all endorsers and guarantors of this Note and all other third-party obligors waive presentment, demand, notice of dishonor, protest, notice of acceleration, notice of intent to demand or accelerate payment or maturity, presentment for payment, notice of nonpayment, grace, and diligence in collecting the Indebtedness.

N. **Loan Charges.** Neither this Note nor any of the other Loan Documents shall be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate greater than the Maximum Interest Rate. If any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower in connection with the Loan is interpreted so that any interest or other charge provided for in any Loan Document, whether considered separately or together with other charges provided for in any other Loan Document, violates that law, and Borrower is entitled to the benefit of that law, that interest or charge is hereby reduced to the extent necessary to eliminate that violation. The amounts, if any, previously paid to Lender in excess of the permitted amounts shall be applied by Lender to reduce the unpaid principal balance of this Note. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower has been violated, all Indebtedness that constitutes interest, as well as all other charges made in connection with the Indebtedness that constitute interest, shall be deemed to be allocated and spread ratably over the stated term of this Note. Unless otherwise required by applicable law, such allocation and spreading shall be effected in such a manner that the rate of interest so computed is uniform throughout the stated term of this Note.

O. **Purpose of Indebtedness.** Borrower states that the proceeds of this Note will be used solely for business, commercial investment, or similar purposes, and that no portion of it will be used for agricultural, personal, family, or household purposes.

P. **Counting of Days.** Except where otherwise specifically provided, any reference in this Note to a period of "days" means calendar days, not Business Days.

Q. **Governing Law.** This Note shall be governed by the laws of the Property Jurisdiction.

R. **Construction.** The captions and headings of the Sections of this Note are for convenience only and shall be disregarded in construing this Note. Any reference in this Note to an "Exhibit" or a "Section" shall, unless otherwise explicitly provided, be construed as referring, respectively, to an Exhibit attached to this Note or to a Section of this Note. All Exhibits attached to or referred to in this Note are incorporated by reference in this Note. Any reference in this Note to a statute or regulation shall be construed as referring to that statute or regulation as amended from time to time. Use of the singular in this Note includes the plural and use of the plural includes the singular. As used

In this Note, the term "including" means "including, but not limited to" and the term "includes" means "includes without limitation." The use of one gender includes the other gender, as the context may require. Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document in this Note shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth in this Note or any other Loan Document), and (ii) any reference in this Note to any Person shall be construed to include such Person's successors and permitted assigns.

S. Notices; Written Modifications.

S.1. All notices, demands and other communications required or permitted to be given pursuant to this Note shall be given in accordance with section H.3 of the Loan Agreement.

S.2. Any modification or amendment to this Note shall be ineffective unless in writing signed by the party sought to be charged with such modification or amendment.

S.3. Lender shall have the right to assign this Note and the other Loan Documents; Borrower, however, may not assign or otherwise transfer any of its rights or obligations hereunder or under any of the other Loan Documents without the prior written consent of Lender.

T. Consent to Jurisdiction and Venue. Borrower agrees that any controversy arising under or in relation to this Note may be litigated in the Property Jurisdiction. The state and federal courts and authorities with jurisdiction in the Property Jurisdiction shall have non-exclusive jurisdiction over all controversies that shall arise under or in relation to this Note. Borrower irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue or defense to venue to which it might be entitled by virtue of domicile, habitual residence, inconvenient forum or otherwise. However, nothing in this Note is intended to limit any right that Lender may have to bring any suit, action or proceeding relating to matters arising under this Note in any court of any other jurisdiction.

U. Counterparts. This Note may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one Note.

V. Document Imaging. Lender shall be entitled, in its sole discretion, to image or make copies of all or any selection of the agreements, instruments, documents, items and records governing, arising from or relating to any of Borrower's loans, including, without limitation, this Note and the other Loan Documents, and Lender may destroy or archive the paper originals. Borrower waives (1) any right to insist or require that Lender produce paper originals, (2) agrees that such images shall be accorded the same force and effect as the paper originals, (3) agrees that Lender is entitled to use such images in lieu of destroyed or archived originals for any purpose, including as admissible evidence in any demand, presentment or other proceedings, and (4) further agrees that any executed facsimile (faxed), scanned, or other imaged copy of this Note or any other Loan Document shall be deemed to be of the same force and effect as the original manually executed document.

W. No Material Adverse Effect. If Lender determines, in its sole and absolute discretion, that a Material Adverse Effect has occurred, which has not been cured, Lender may take any and all enforcement actions afforded to it in the Loan Documents, including, but not limited to, pausing or stopping any future advancements afforded to Borrower in any of its Loan Documents (if applicable) or any other remedies afforded to Lender in section F.2 of the Loan Agreement.

X. WAIVER OF TRIAL BY JURY. BORROWER AND LENDER EACH (A) AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS NOTE OR THE RELATIONSHIP BETWEEN THE PARTIES AS LENDER AND BORROWER THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

[redacted]

In consideration of Lender's agreement to lend Borrower the principal amount set forth above, Borrower has signed and delivered this Note under seal (where applicable) or has caused this Note to be signed and delivered by its duly authorized representative under seal (where applicable). Where applicable law so provides or allows, Borrower intends that this Note shall be deemed to be signed and delivered as a sealed instrument.

SIGNATURE(S) ON FOLLOWING PAGE(S)

[redacted]

BORROWER:

BRUYETTE ENTERPRISES NORTH LLC,
a Wisconsin limited liability company

By: ______________________________
ALEXANDER BRUYETTE,
Managing Member

(SEAL)

Allonge to $130,500.00 Promissory Note dated June 27, 2024
executed by **BRUYETTE ENTERPRISES NORTH LLC, a Wisconsin limited liability company**, as Borrower,
in favor of **HOMETOWN EQUITY MORTGAGE, LLC, a Missouri limited liability** company, as Lender, which is secured by the Mortgage which encumbers certain real property commonly known as **1621 Mehrtens Ave, Sheboygan, WI 53081**

PAY TO THE ORDER OF ____, WITHOUT RECOURSE.

Dated as of ____________________, 20___.

HOMETOWN EQUITY MORTGAGE, LLC,
a Missouri limited liability company

By: ____________________________
Name: ____________________________
Title: ____________________________

(SEAL)

Allonge to $130,500 00 Promissory Note dated June 27, 2024
executed by **BRUYETTE ENTERPRISES NORTH LLC, a Wisconsin limited liability company**, as Borrower, in favor of **HOMETOWN EQUITY MORTGAGE, LLC, a Missouri limited liability company**, as Lender, which is secured by the Mortgage which encumbers certain real property commonly known as **1621 Mehrtens Ave, Sheboygan, WI 53081**

PAY TO THE ORDER OF ______________________________, WITHOUT RECOURSE

Dated as of June 28 **, 20**24

HOMETOWN EQUITY MORTGAGE, LLC,
a Missouri limited liability company

By
Name
Title

(SEAL)

FILED
05-27-2026
Sheboygan County
Clerk of Circuit Court
2026CV000369
Honorable George A
Limbeck
Branch 5

Exhibit B

2165406
SHEBOYGAN COUNTY, WI
RECORDED ON
06/27/2024 12:09 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: [redacted]
TRANSFER FEE:
EXEMPTION #
Cashier ID: 8
PAGES: 18
Electronically Recorded.
Returned to Submitter.

MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

(Wisconsin)

Document Number

Document Title

Recording Area

Name and Return Address

HOMETOWN EQUITY MORTGAGE, LLC
25531 Commercentre Drive, #250
Lake Forest, CA 92630
Attn: Beto Soto

59281624000

Parcel Identification Number

This Instrument was drafted by:

HOMETOWN EQUITY MORTGAGE, LLC
25531 Commercentre Drive, #250
Lake Forest, CA 92630
Attn: Beto Soto

[redacted]

MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

(WISCONSIN)

I. THIS MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (this "**Instrument**") is dated as of June 27, 2024, and is given by **BRUYETTE ENTERPRISES NORTH LLC**, a Wisconsin limited liability company, whose address is 1209 N. 28th St., Sheboygan, WI 53081, as mortgagor ("**Borrower**"), in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**, a Delaware corporation, and whose mailing address is MERS, P.O. Box 2026, Flint, MI 48501-2026, tel [redacted] as mortgagee ("**Mortgagee**" or "**MERS**"). **BRUYETTE ENTERPRISES NORTH LLC**'s organizational identification number is B109786.

II. Borrower is indebted to **HOMETOWN EQUITY MORTGAGE, LLC**, a Missouri limited liability company, whose address is 25531 Commercentre Drive, #250, Lake Forest, CA 92630, Attn: Post-Closing Department ("**Lender**") in the principal amount of **ONE HUNDRED THIRTY THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (US $130,500.00)**, as evidenced by Borrower's Promissory Note payable to Lender, dated as of the date of this Instrument, and maturing on the earlier of (i) July 1, 2054, and (ii) the date on which the unpaid principal balance of the Note becomes due and payable by acceleration or otherwise pursuant to the Loan Documents or the exercise by Lender of any right or remedy under any Loan Document (the "**Maturity Date**").

III. TO SECURE TO LENDER the repayment of the Indebtedness, and all renewals, extensions and modifications of the Indebtedness, and the performance of the covenants and agreements of Borrower contained in the Loan Documents, Borrower mortgages, warrants, grants, conveys and assigns to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the Mortgaged Property, including the Land located in Sheboygan County, State of Wisconsin and described in Exhibit "A" attached to this Instrument.

IV. Borrower states that Borrower is lawfully seized of the Mortgaged Property and has the right, power and authority to grant, convey and assign the Mortgaged Property, and that the Mortgaged Property is unencumbered except as shown on the Schedule of Title Exceptions. Borrower covenants that Borrower will warrant and defend generally the title to the Mortgaged Property against all claims and demands, subject to any easements and restrictions listed in the Schedule of Title Exceptions. Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including but not limited to, the right to foreclose and sell the Mortgaged Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Instrument.

Covenants. In consideration of the mutual promises set forth in this Instrument, Borrower and Lender, covenant and agree as follows:

A. **DEFINITIONS.** The following terms, when used in this Instrument (including when used in the above recitals), shall have the following meanings, and any capitalized term not specifically defined in this Instrument shall have the meaning ascribed to that term in the Loan Agreement:

"**Assignment**" means, collectively, the provisions of sections C and D of this Instrument relating to the assignment of rents and leases affecting the Mortgaged Property.

"Attorneys' Fees and Costs" means (a) fees and out-of-pocket costs of Lender's and Loan Servicer's attorneys, as applicable (whether or not any lawsuit or other proceeding is instituted), including costs of Lender's and Loan Servicer's allocable costs of in-house counsel, support staff costs, costs of preparing for litigation, computerized research, telephone and facsimile transmission expenses, mileage, deposition costs, postage, duplicating, process service, videotaping and similar costs and expenses; (b) costs and fees of expert witnesses, including appraisers; and (c) investigatory fees. As used in this Instrument and in the Note, "Attorneys' Fees and Costs" shall include those awarded by an appellate court.

"Borrower" means all Persons identified as "Borrower" in Recital I of this Instrument, together with their successors and permitted assigns.

"Collateral Agreement" has the definition given such term in the Loan Agreement.

"Fixtures" means all property owned by Borrower which is so attached to the Land or the Improvements as to constitute a fixture under applicable law, including: machinery, equipment, engines, boilers, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring and conduits used in connection with radio, television, security, fire prevention, or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; and exercise equipment.

"Governmental Authority" means the government of the United States, any state or other political subdivision thereof, and any Person exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to such government, in each case that has or acquires jurisdiction over the Mortgaged Property or the use, operation or improvement of the Mortgaged Property or over Borrower.

"Hazardous Materials" means petroleum and petroleum products and compounds containing them, including gasoline, diesel fuel and oil; explosives; flammable materials; radioactive materials; polychlorinated biphenyls and compounds containing them; lead and lead-based paint; asbestos or asbestos-containing materials in any form that is or could become friable; underground or above-ground storage tanks, whether empty or containing any substance; any substance the presence of which on the Mortgaged Property is prohibited by any Governmental Authority; any substance that requires special handling; and any other material or substance now or in the future defined as a "hazardous substance," "hazardous material," "hazardous waste," "toxic substance," "toxic pollutant," "contaminant," or "pollutant" within the meaning of any Hazardous Materials Law.

"Hazardous Materials Laws" means all federal, state, and local laws, ordinances and regulations and standards, rules, policies and other governmental requirements, administrative rulings and court judgments and decrees in effect now or in the future and including all amendments, that relate to Hazardous Materials or the protection of human health or the environment and apply to Borrower or to the Mortgaged Property. Hazardous Materials Laws include, but are not limited to, the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, *et seq.*, as amended by the Superfund Amendments Reauthorization Act of 1986, the 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.*, the Toxic Substance Control Act, 15 U.S.C. Section 2601, *et seq.*, the Clean Water Act, 33 U.S.C. Section 1251, *et seq.*, the Emergency Planning and Community Right-to-Know Act of 1986, as amended, the Solid Waste Disposal Act, as amended, the Clean Air Act, as amended, the Safe Drinking Water Act, as amended, the Occupational Safety and Health Act, as amended, and the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, and their state analogs.

"Improvements" means the buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the Land, including any future replacements and additions.

"Indebtedness" means the principal of, interest on, and all other amounts due at any time under, the Note, the Loan Agreement, this Instrument or any other Loan Document, including prepayment premiums, late charges, default interest, and advances to protect the security of this Instrument under section G of this Instrument or any other applicable provision of the Loan Agreement, this Instrument or any other Loan Document or as permitted by law.

"Land" means the land described in Exhibit "A".

"Leases" means all present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Mortgaged Property, or any portion of the Mortgaged Property, and all modifications, extensions or renewals.

"Lender" means the Person or Persons identified as "Lender" in Recital II of this Instrument, or any subsequent holder of the Note.

"Loan" means the loan evidenced by the Note and secured by this Instrument.

"Loan Agreement" means the Loan Agreement executed by Borrower and Lender and dated as of the date of this Instrument, as such agreement may be amended from time to time.

"Loan Documents" means the Note, this Instrument, the Assignment, the Loan Agreement, all guaranties, all indemnity agreements, all Collateral Agreements, O&M Plans, and any other documents now or in the future executed by Borrower, any Guarantor or any other Person in connection with the Loan, as such documents may be amended from time to time.

"Loan Servicer" means the Person or Persons that from time to time is designated by Lender to collect payments and deposits and receive notices under the Note, this Instrument and any other Loan Document, and otherwise to service the Loan for the benefit of Lender. Unless otherwise specified in section B of the Note, or unless Borrower receives notice to the contrary, the Loan Servicer means the Person or Persons identified as "Lender" in Recital II of this Instrument.

"MERS" means the entity identified as "Mortgagee" or "MERS" in page one of this Instrument. MERS acts as nominee in the county land records for the Lender as more particularly set forth in the Section of this Instrument entitled "MERS PROVISIONS".

"Mortgaged Property" means all of Borrower's present and future right, title and interest in and to all of the following: (1) the Land; (2) the Improvements; (3) the Fixtures; (4) the Personalty; (5) all current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated; (6) all proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, whether or not Borrower obtained the insurance pursuant to Lender's requirement; (7) all awards, payments and other compensation made or to be made by any Governmental Authority with respect to the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof; (8) all contracts, options and other agreements for the sale of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property entered into by Borrower now or in the future, including cash or securities deposited to secure performance by parties of their obligations; (9) all proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds; (10) all Rents and Leases; (11) all earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Mortgaged Property, and all undisbursed proceeds of the Loan; (12) all funds on deposit pursuant to any separate agreement between Borrower and Lender (including, without limitation, all Imposition Deposits) for the purpose of establishing replacement reserves for the Mortgaged Property, to fund any water and sewer charges, premiums for fire or other hazard insurance, rent loss insurance or other insurance required by Lender, taxes, assessments, vault rentals, or other charges or expenses required by Lender to protect the Mortgaged Property, establishing a fund to assure the completion of repairs or improvements specified in that agreement, or assuring reduction of the outstanding principal balance of the Indebtedness if the occupancy of or income from the Mortgaged Property does not increase to a level specified in that agreement, or any other agreement or agreements between Borrower and Lender which provide for the establishment of any other fund, reserve or account; (13) all refunds or rebates of Impositions by any Governmental Authority or insurance company (other than refunds applicable to periods before the real property tax year in which this Instrument is dated); (14) all tenant security deposits which have not been forfeited by any tenant under any Lease and any bond or other security in lieu of such deposits; and (15) all names under or by which any of the above Mortgaged Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Mortgaged Property.

"Mortgaged Property UCC Collateral" means any of the Mortgaged Property which, under applicable law, may be subjected to a security interest under the Uniform Commercial Code, whether such Mortgaged Property is owned now or acquired in the future, and all products and cash and non-cash proceeds thereof.

"Note" means the Promissory Note described in Recital II of this Instrument, including all schedules, riders, allonges and addenda, as such Promissory Note may be amended from time to time.

"Person" means any natural person, sole proprietorship, corporation, general partnership, limited partnership, limited liability company, limited liability partnership, limited liability limited partnership, joint venture, association, joint stock company, bank, trust, estate, unincorporated organization, any Governmental Authority, endowment fund or any other form of entity.

"Personalty" means all: (1) accounts (including deposit accounts); (2) equipment and inventory owned by Borrower which are used now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, including furniture, furnishings, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software); (3) other tangible personal property (other than Fixtures) which are used now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements; (4) any operating agreements relating to the Land or the Improvements; (5) any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements; (6) all other intangible property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental permits relating to any activities on the Land or the Improvements and including subsidy or similar payments received from any sources, including a Governmental Authority; and (7) any rights of Borrower in or under letters of credit.

"Property Jurisdiction" means the jurisdiction in which the Land is located.

[redacted]

"Rents" means all rents, revenues and other income of the Land or the Improvements, whether now due, past due, or to become due, and deposits forfeited by tenants.

"Schedule of Title Exceptions" means title exceptions approved by Lender and shown in the schedule of exceptions to coverage in the title policy issued to Lender contemporaneously with the recordation of this Instrument and insuring Lender's interest in the Mortgaged Property.

"Taxes" means all taxes, assessments, vault rentals and other charges, if any, general, special or otherwise, including all assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, will become a lien, on the Land or the Improvements.

"Uniform Commercial Code" or "UCC" means the Uniform Commercial Code as in effect in the Property Jurisdiction; *provided* that, to the extent perfection or the effect of perfection or non-perfection or the priority of any security interest in any collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the Property Jurisdiction, "Uniform Commercial Code" or "UCC" means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

B. **UNIFORM COMMERCIAL CODE SECURITY AGREEMENT.** This Instrument is also a security agreement under the Uniform Commercial Code for the Mortgaged Property UCC Collateral, and Borrower, as debtor, hereby grants to MERS and/or Lender, as secured party, a security interest in the Mortgaged Property UCC Collateral. Borrower hereby authorizes Lender to prepare and file financing statements, continuation statements and financing statement amendments in such form as Lender may require to perfect or continue the perfection of this security interest and Borrower agrees, if Lender so requests, to execute and deliver to Lender such financing statements, continuation statements and amendments. Without limiting the generality of the foregoing, Borrower authorizes Lender to file any financing statement that describes the collateral as "all assets" of Borrower, or words to similar effect. Borrower shall pay all filing costs and all costs and expenses of any record searches for financing statements and/or amendments that Lender may require. Without the prior written consent of Lender, Borrower shall not create or permit to exist any other lien or security interest in any of the Mortgaged Property UCC Collateral. Unless Borrower gives notice to Lender within 30 days after the occurrence of any of the following, and executes and delivers to Lender modifications or supplements of this Instrument (and any financing statement which may be filed in connection with this Instrument) as Lender may require, Borrower shall not (a) change its name, identity, structure or jurisdiction of organization; (b) change the location of its place of business (or chief executive office if more than one place of business); or (c) add to or change any location at which any of the Mortgaged Property UCC Collateral is stored, held or located. If an Event of Default has occurred which, if it is amenable to cure, has not been timely cured, Lender shall have the remedies of a secured party under the Uniform Commercial Code, in addition to all remedies provided by this Instrument or existing under applicable law. In exercising any remedies, Lender may exercise its remedies against the Mortgaged Property UCC Collateral separately or together, and in any order, without in any way affecting the availability of Lender's other remedies. This Instrument constitutes a financing statement with respect to any part of the Mortgaged Property that is or may become a Fixture, if permitted by applicable law.

C. **ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.**

C.1. As part of the consideration for the Indebtedness, Borrower absolutely and unconditionally assigns and transfers to Lender all Rents. It is the intention of Borrower to establish a present, absolute and irrevocable transfer and assignment to Lender of all Rents and to authorize and empower Lender to collect and receive all Rents without the necessity of further action on the part of Borrower. Promptly upon request by Lender, Borrower agrees to execute and deliver such further assignments as Lender may from time to time require. Borrower and Lender intend this assignment of Rents to be immediately effective and to constitute an absolute present assignment and not an assignment for additional security only. For purposes of giving effect to this absolute assignment of Rents, and for no other purpose, Rents shall not be deemed to be a part of the "Mortgaged Property" as that term is defined in section A above. However, if this present, absolute and unconditional assignment of Rents is not enforceable by its terms under the laws of the Property Jurisdiction, then the Rents shall be included as a part of the Mortgaged Property and it is the intention of Borrower that in this circumstance this Instrument create and perfect a lien on Rents in favor of MERS and/or Lender, which lien shall be effective as of the date of this Instrument.

C.2. After the occurrence of an Event of Default, Borrower authorizes Lender to collect, sue for and compromise Rents and directs each tenant of the Mortgaged Property to pay all Rents to, or as directed by, Lender. However, until the occurrence of an Event of Default, Lender hereby grants to Borrower a revocable license to collect and receive all Rents, to hold all Rents in trust for the benefit of Lender and to apply all Rents to pay the installments of interest and principal then due and payable under the Note and the other amounts then due and payable under the other Loan Documents, including Imposition Deposits, and to pay the current costs and expenses of managing, operating and maintaining the Mortgaged Property, including utilities, Taxes and Insurance premiums (to the extent not included in Imposition Deposits), tenant improvements and other capital expenditures. So long as no Event of Default has occurred which, if it is amenable to cure, has not been timely cured, the Rents remaining after application pursuant to the preceding sentence may be retained by Borrower free and clear of, and released from, Lender's rights with respect to Rents under this Instrument. From and after the occurrence of an Event of Default, and without the necessity of Lender entering upon and taking and maintaining control of the Mortgaged Property directly, or by a receiver, Borrower's license to collect Rents shall automatically terminate and Lender shall without notice be entitled to all Rents as they become due and payable, including Rents then due and unpaid. Borrower shall pay to Lender upon demand all Rents to which Lender is entitled. At any time on or after the date of Lender's demand for Rents, Lender may give, and Borrower hereby irrevocably authorizes Lender to give, notice to all tenants of the Mortgaged Property instructing them to pay all Rents to Lender, no tenant shall be obligated to inquire further as to the occurrence or continuance of an Event of Default, and no tenant shall be obligated to pay to Borrower any amounts which are actually paid to Lender in response to such a notice. Any such notice by Lender shall be delivered to each tenant personally, by mail or by delivering such demand to each rental unit. Borrower shall not interfere with and shall cooperate with Lender's collection of such Rents. Lender shall be permitted to apply all Rents received in any manner Lender deems appropriate.

C.3. Borrower states that Borrower has not executed any prior assignment of Rents (other than an assignment of Rents securing indebtedness that will be paid off and discharged with the proceeds of the Loan), that Borrower has not performed, and Borrower covenants and agrees that it will not perform, any acts and has not executed, and shall not execute, any instrument which would prevent Lender from exercising its rights under this section C, and that at the time of execution of this Instrument there has been no anticipation or prepayment of any Rents for more than two (2) months prior to the due dates of such Rents. Borrower shall not collect or accept payment of any Rents more than two (2) months prior to the due dates of such Rents.

D. ASSIGNMENT OF LEASES; LEASES AFFECTING THE MORTGAGED PROPERTY.

D.1. As part of the consideration for the Indebtedness, Borrower absolutely and unconditionally assigns and transfers to Lender all of Borrower's right, title and interest in, to and under the Leases, including Borrower's right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease. It is the intention of Borrower to establish a present, absolute and irrevocable transfer and assignment to Lender of all of Borrower's right, title and interest in, to and under the Leases. Borrower and Lender intend this assignment of the Leases to be immediately effective and to constitute an absolute present assignment and not an assignment for additional security only. For purposes of giving effect to this absolute assignment of the Leases, and for no other purpose, the Leases shall not be deemed to be a part of the "Mortgaged Property" as that term is defined in section A above.

[redacted]

However, if this present, absolute and unconditional assignment of the Leases is not enforceable by its terms under the laws of the Property Jurisdiction, then the Leases shall be included as a part of the Mortgaged Property and it is the intention of Borrower that in this circumstance this Instrument create and perfect a lien on the Leases in favor of MERS and/or Lender, which lien shall be effective as of the date of this Instrument.

D.2. Until Lender gives notice to Borrower of Lender's exercise of its rights under this section D, Borrower shall have all rights, power and authority granted to Borrower under any Lease (except as otherwise limited by this section D or any other provision of this Instrument), including the right, power and authority to modify the terms of any Lease or extend or terminate any Lease. Upon the occurrence of an Event of Default, the permission given to Borrower pursuant to the preceding sentence to exercise all rights, power and authority under Leases shall automatically terminate. Borrower shall comply with and observe Borrower's obligations under all Leases, including Borrower's obligations pertaining to the maintenance and disposition of tenant security deposits.

D.3. Borrower acknowledges and agrees that the exercise by Lender, either directly or by a receiver, of any of the rights conferred under this section D shall not be construed to make Lender a mortgagee-in-possession of the Mortgaged Property so long as Lender has not itself entered into actual possession of the Land and the Improvements. The acceptance by Lender of the assignment of the Leases pursuant to section D.1 above shall not at any time or in any event obligate Lender to take any action under this Instrument or to expend any money or to incur any expenses. Lender shall not be liable in any way for any injury or damage to person or property sustained by any Person in or about the Mortgaged Property. Prior to Lender's actual entry into and taking possession of the Mortgaged Property, Lender shall not (a) be obligated to perform any of the terms, covenants and conditions contained in any Lease (or otherwise have any obligation with respect to any Lease); (b) be obligated to appear in or defend any action or proceeding relating to the Lease or the Mortgaged Property; or (c) be responsible for the operation, control, care, management or repair of the Mortgaged Property or any portion of the Mortgaged Property. The execution of this Instrument by Borrower shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Mortgaged Property is and shall be that of Borrower, prior to such actual entry and taking of possession.

D.4. Upon delivery of notice by Lender to Borrower of Lender's exercise of Lender's rights under this section D at any time after the occurrence of an Event of Default, and without the necessity of Lender entering upon and taking and maintaining control of the Mortgaged Property directly, by a receiver, or by any other manner or proceeding permitted by the laws of the Property Jurisdiction, Lender immediately shall have all rights, powers and authority granted to Borrower under any Lease, including the right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease.

D.5. Borrower shall, promptly upon Lender's request, deliver to Lender an executed copy of each Lease then in effect. All Leases shall be on forms approved by Lender, shall be for initial terms of at least six (6) months and not more than two (2) years, and shall not include options to purchase.

D.6. Borrower shall not receive or accept Rent under any Lease for more than two (2) months in advance.

E. PAYMENT OF INDEBTEDNESS; PERFORMANCE UNDER LOAN DOCUMENTS; PREPAYMENT PREMIUM. Borrower shall pay the Indebtedness when due in accordance with the terms of the Note and the other Loan Documents and shall perform, observe and comply with all other provisions of the Note and the other Loan Documents. Borrower shall pay a prepayment premium in connection with certain prepayments of the Indebtedness, including a payment made after Lender's exercise of any right of acceleration of the Indebtedness, as provided in the Note.

F. APPLICATION OF PAYMENTS. If at any time Lender receives, from Borrower or otherwise, any amount applicable to the Indebtedness which is less than all amounts due and payable at such time, then Lender may apply that payment to amounts then due and payable in any manner and in any order determined by Lender, in Lender's discretion. Neither Lender's acceptance of an amount which is less than all amounts then due and payable nor Lender's application of such payment in the manner authorized shall constitute or be deemed to constitute either a waiver of the unpaid amounts or an accord and satisfaction. Notwithstanding the application of any such amount to the Indebtedness, Borrower's obligations under this Instrument and the Note shall remain unchanged.

G. PROTECTION OF LENDER'S SECURITY.

G.1. If Borrower fails to perform any of its obligations under this Instrument or any other Loan Document, or if any action or proceeding is commenced which purports to affect the Mortgaged Property, MERS and/or Lender's security or MERS and/or Lender's rights under this Instrument, including eminent domain, insolvency, code enforcement, civil or criminal forfeiture, enforcement of Hazardous Materials Laws, fraudulent conveyance or reorganizations or proceedings involving a bankrupt or decedent, then Lender at Lender's option may make such appearances, disburse such sums and take such actions as Lender reasonably deems necessary to perform such obligations of Borrower and to protect Lender's interest, including (a) payment of fees and out-of-pocket expenses of attorneys, accountants, inspectors and consultants, (b) entry upon the Mortgaged Property to make repairs or secure the Mortgaged Property, (c) procurement of the insurance required by section D.2 of the Loan Agreement (as outlined in section G.3 below), (d) payment of amounts which Borrower has failed to pay under sections D.1 and D.6 of the Loan Agreement, and (e) advances made by Lender to pay, satisfy or discharge any obligation of Borrower for the payment of money that is secured by a pre-existing mortgage, deed of trust or other lien encumbering the Mortgaged Property (a "Prior Lien").

G.2. Any amounts disbursed by Lender under this section G, or under any other provision of this instrument that treats such disbursement as being made under this section G, shall be added to, and become part of, the principal component of the Indebtedness, shall be immediately due and payable and shall bear interest from the date of disbursement until paid at the "Default Rate", as defined in the Note.

G.3. Force Place Insurance Provision: In the event that (1) Borrower fails to procure and/or maintain all required insurance coverage(s) as set forth in sections D.1, D.2 and/or D.6 of the Loan Agreement, and/or (2) Borrower fails to pay the required insurance premiums for such required insurance coverage(s) at least thirty (30) days in advance of the date when such payments are due to be paid in compliance with the Loan Agreement, then (i) Lender may, but is not obligated to, procure such required insurance coverage(s), and (ii) Borrower shall pay to Lender during the term hereof, upon receipt of an invoice therefor, the premiums for any such required insurance coverage(s) obtained by Lender pursuant to this section.

(a) Lender is hereby authorized by Borrower to secure such required insurance coverage as provided in the preceding provisions of this section (1) without providing prior notice to Borrower, any contractor, or any other party, and (2) solely for the purpose of protecting Lender's interests in the Mortgaged Property and shall not be obligated to protect the interests of Borrower and/or any other party Borrower also agrees to re-pay to Lender any and all amounts for such required insurance coverage(s) within 10 days of Borrower receiving an invoice for such charges from Lender. Borrower's failure to make such re-payment for any required insurance coverage(s) procured by Lender shall constitute an Event of Default at Lender's sole discretion.

(b) In addition, if any claim, event, or loss occurs during the policy period which will or may decrease the aggregate amount of any insurance coverage(s) available under any required policy(ies), then Borrower immediately shall secure additional coverage sufficient to provide total aggregate limits at least equal to the amount(s) set forth in sections D.1, D.2 and/or D.6 of the Loan Agreement on a going forward basis. Borrower represents and warrants that Borrower shall not commit any physical, intentional waste on the Mortgaged Property or intentionally take any actions that will invalidate any required insurance coverage(s) to be obtained and maintained on the Mortgaged Property pursuant to the Loan Documents.

G.4. Nothing in this section G shall require Lender to incur any expense or take any action.

H. EVENTS OF DEFAULT. An Event of Default under the Loan Agreement shall constitute an Event of Default under this Instrument.

I. REMEDIES CUMULATIVE. Each right and remedy provided in this Instrument is distinct from all other rights or remedies under this Instrument or any other Loan Document or afforded by applicable law, and each shall be cumulative and may be exercised concurrently, independently, or successively, in any order. Lender's exercise of any particular right or remedy will not in any way prevent Lender from exercising any other right or remedy available to Lender. Lender may exercise any such remedies from time to time and as often as Lender chooses.

J. WAIVER OF STATUTE OF LIMITATIONS, OFFSETS, AND COUNTERCLAIMS. Borrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Instrument or to any action brought to enforce any Loan Document. Borrower hereby waives the right to assert a counterclaim, other than a compulsory counterclaim, in any action or proceeding brought against it by Lender or otherwise to offset any obligations to make the payments required by the Loan Documents. No failure by Lender to perform any of its obligations under this Instrument will be a valid defense to, or result in any offset against, any payments that Borrower is obligated to make under any of the Loan Documents.

K. WAIVER OF MARSHALING. Notwithstanding the existence of any other security interests in the Mortgaged Property held by Lender or by any other party, Lender shall have the right to determine the order in which any or all of the Mortgaged Property shall be subjected to the remedies provided in this Instrument, the Note, any other Loan Document or applicable law. Lender shall have the right to determine the order in which any or all portions of the Indebtedness are satisfied from the proceeds realized upon the exercise of such remedies. Borrower and any party who now or in the future acquires a security interest in the Mortgaged Property and who has actual or constructive notice of this Instrument waives any and all right to require the marshaling of assets or to require that any of the Mortgaged Property be sold in the inverse order of alienation or that any of the Mortgaged Property be sold in parcels or as an entirety in connection with the exercise of any of the remedies permitted by applicable law or provided in this Instrument.

L. FURTHER ASSURANCES. Borrower shall execute, acknowledge, and deliver, at its sole cost and expense, all further acts, deeds, conveyances, assignments, estoppel certificates, financing statements, transfers and assurances as Lender may require from time to time in order to better assure, grant, and convey to Lender the rights intended to be granted, now or in the future, to Lender under this Instrument and the Loan Documents.

M. GOVERNING LAW; CONSENT TO JURISDICTION AND VENUE.

M.1. This Instrument, and any Loan Document which does not itself expressly identify the law that is to apply to it, shall be governed by the laws of the Property Jurisdiction.

M.2. Borrower agrees that any controversy arising under or in relation to the Note, this Instrument, or any other Loan Document may be litigated in the Property Jurisdiction. The state and federal courts and authorities with jurisdiction in the Property Jurisdiction shall have non-exclusive jurisdiction over all controversies which shall arise under or in relation to the Note, any security for the Indebtedness, or any other Loan Document. Borrower irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue or defense to venue to which it might be entitled by virtue of domicile, habitual residence, inconvenient forum or otherwise.

N. NOTICE. Except as otherwise specified by the laws of the Property Jurisdiction, all notices, demands and other communications required or permitted to be given pursuant to this Instrument shall be given in accordance with section H.3 of the Loan Agreement.

O. SUCCESSORS AND ASSIGNS BOUND. This Instrument shall bind, and the rights granted by this Instrument shall inure to, the respective successors and permitted assigns of Lender and Borrower. However, a Transfer not permitted by section E.1 of the Loan Agreement shall constitute an Event of Default.

P. JOINT AND SEVERAL LIABILITY. If more than one Person signs this Instrument as Borrower, the obligations of such Persons under this Instrument, the Note and other Loan Documents shall be joint and several.

Q. RELATIONSHIP OF PARTIES; NO THIRD PARTY BENEFICIARY.

Q.1. The relationship between Lender and Borrower shall be solely that of creditor and debtor, respectively, and nothing contained in this Instrument shall create any other relationship between Lender and Borrower.

Q.2. No creditor of any party to this Instrument and no other Person shall be a third party beneficiary of this Instrument or any other Loan Document. Without limiting the generality of the preceding sentence, (a) any arrangement (a "Servicing Arrangement") between Lender and any Loan Servicer for loss sharing or interim advancement of funds shall constitute a contractual obligation of such Loan Servicer that is independent of the obligation of Borrower for the payment of the Indebtedness, (b) Borrower shall not be a third party beneficiary of any Servicing Arrangement, and (c) no payment by the Loan Servicer under any Servicing Arrangement will reduce the amount of the Indebtedness.

R. SEVERABILITY; ENTIRE AGREEMENT; AMENDMENTS. The parties intend that the provisions of this Instrument and all other Loan Documents shall be legally severable. If any term or provision of this Instrument, or any other Loan Document, to any extent; be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Instrument or of such other Loan Document shall not be affected thereby, and each term and provision shall be valid and be enforceable to the fullest extent permitted by law. This Instrument contains the entire agreement among the parties as to the rights granted and the obligations assumed in this Instrument. This Instrument may not be amended or modified except by a writing signed by the party against whom enforcement is sought.

S. CONSTRUCTION. The captions and headings of the Sections of this Instrument are for convenience only and shall be disregarded in construing this Instrument. Any reference in this Instrument to an "Exhibit" or a "Section" shall, unless otherwise explicitly provided, be construed as referring, respectively, to an Exhibit attached to this Instrument or to a Section of this Instrument. All Exhibits attached to or referred to in this Instrument are incorporated by reference into this Instrument. Any reference in this Instrument to a statute or regulation shall be construed as referring to that statute or regulation as amended from time to time. Use of the singular in this Instrument includes the plural and use of the plural includes the singular. As used in this Instrument, the term "including" means "including, but not limited to" and the term "includes" means "includes without limitation." The use of one gender includes the other gender, as the context may require. Unless the context requires otherwise, (1) any definition of or reference to any agreement, instrument or other document in this Instrument shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth in this Instrument or any other Loan Document), and (2) any reference in this Instrument to any Person shall be construed to include such Person's successors and permitted assigns.

T. SUBROGATION. If, and to the extent that, the proceeds of the Loan, or subsequent advances under section G above, are used to pay, satisfy or discharge a Prior Lien, such Loan proceeds or advances shall be deemed to have been advanced by Lender at Borrower's request, and Lender shall automatically, and without further action on its part, be subrogated to the rights, including lien priority, of the owner or holder of the obligation secured by the Prior Lien, whether or not the Prior Lien is released.

U. BUSINESS PURPOSE. Borrower acknowledges and agrees that the Loan is for business purposes and not for personal, family or household purposes.

V. ACCELERATION; REMEDIES.

V.1. At any time during the existence of an Event of Default, Lender, at Lender's option, may declare the Indebtedness to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law or provided in this Instrument, the Loan Agreement or any other Loan Document. Borrower acknowledges that the power of sale granted in this Instrument may be exercised by Lender without prior judicial hearing. Borrower has the right to bring an action to assert the nonexistence of an Event of Default or any other defense of Borrower to acceleration and sale. Lender shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including Attorneys' Fees and Costs, and costs of documentary evidence, abstracts and title reports.

V.2. If Lender invokes the power of sale, Lender shall give notice of sale in the manner provided by the laws of Wisconsin to Borrower and to such other Persons as the laws of Wisconsin prescribe, and shall sell the Mortgaged Property according to the laws of Wisconsin. Lender may sell the Mortgaged Property in one or more parcels and in such order as Lender may determine. Lender may postpone sale of all or any part of the Mortgaged Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Mortgaged Property at any sale.

V.3. Lender shall deliver to the purchaser Lender's deed conveying the Mortgaged Property so sold without any covenant or warranty, express or implied. The recitals in Lender's deed shall be prima facie evidence of the truth of the statements made in the deed. The proceeds of the sale shall be applied in the following order: (a) to all costs and expenses of the sale, including Attorneys' Fees and Costs and costs of title evidence; (b) to the Indebtedness in such order as Lender, in Lender's discretion, directs; and (c) the excess, if any, to the clerk of the Circuit Court of the county in which the sale is held.

W. FIXTURE FILING. This Instrument is also a fixture filing under the Uniform Commercial Code of Wisconsin.

X. RELEASE. Upon payment of the Indebtedness, Lender shall release this Instrument. Borrower shall pay Lender's reasonable costs incurred in releasing this Instrument.

Y. WAIVER OF HOMESTEAD. If applicable, Borrower hereby releases, relinquishes and waives, to the fullest extent allowed by law, all rights and benefits, if any, under and by virtue of homestead exemption laws.

Z. ACCELERATED REDEMPTION PERIODS. Borrower hereby agrees to the provisions of Section 846.103 of Wisconsin Statutes (or any successor provision thereto) permitting Lender to elect a shortened redemption period on the conditions specified therein in the event of a foreclosure of this Instrument.

AA. INTERPRETATION. It is the intention of Borrower and Lender that if any provision of this Instrument or any other Loan Document is capable of two (2) constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid. Borrower acknowledges that Lender has attempted in good faith to assure that this Instrument, the Note and all other Loan Documents are in compliance with applicable laws of the Property Jurisdiction and federal laws. Nevertheless, in the event that any provision of this Instrument, the Note or any other Loan Document is not in compliance with any such laws, then the non-complying provision shall be deemed to be deleted or modified to the extent necessary to assure legal compliance. Similarly, in the event any language or disclosure required by applicable laws of the Property Jurisdiction is not contained in the Loan Documents, then the Loan Documents shall be deemed to have been supplemented to add such language or disclosure, or, at Lender's option, Lender may provide such additional language or disclosure. In either event, such legal requirement shall thereby be satisfied and such noncompliance shall be deemed to have been cured for all purposes. Within ten (10) days after written request by Lender, Borrower agrees to execute such documentation as Lender may require to cure any legal compliance issues or deficiencies in the Loan Documents.

BB. FUTURE ADVANCES. In addition to the Indebtedness, this Instrument shall (to the extent allowed by applicable law) also secure payment of the principal, interest and other charges due on all other future loans or advances made by Lender to Borrower (or any successor in interest to Borrower as the owner of all or any part of the Mortgaged Property) when the promissory note evidencing such loan or advance specifically states that it is secured by this Instrument ("Future Advances"), including all extensions, renewals and modifications of any such Future Advances.

CC. EXECUTION IN COUNTERPARTS. This Instrument may be executed in multiple counterparts, and the separate signature pages and notary acknowledgments may then be combined into a single original document for recordation.

DD. MERS PROVISIONS.

DD.1. NOMINEE OF CAPACITY OF MERS. MERS serves as mortgagee of record and secured party solely as nominee, in an administrative capacity, for Lender and its successors and assigns and only holds legal title to the interests granted, assigned, and transferred herein. All payments or deposits with respect to the Indebtedness shall be made to Lender, all advances under the Loan Documents shall be made by Lender, and all consents, approvals, or other determinations required or permitted of Lender herein shall be made by Lender. MERS shall at all times comply with the instructions of Lender and its successors and assigns. If necessary to comply with law or custom, MERS (for the benefit of Lender and its successors and assigns) may be directed by Lender to exercise any or all of those interests, including without limitation, the right to foreclose and sell the Mortgaged Property, and take any action required of Lender, including without limitation, a release, discharge or reconveyance of this Instrument. Subject to the foregoing, all references herein to "Lender" shall include Lender and its successors and assigns.

DD.2. RELATIONSHIP. The relationship of Borrower and Lender under this Instrument and the other Loan Documents is, and shall at all times remain, solely that of borrower and lender (the role of MERS hereunder being solely that of nominee as set forth in subsection (a) above and not that of a lender); and Mortgagee neither undertakes nor assumes any responsibility or duty to Borrower or to any third party with respect to the Mortgaged Property. Notwithstanding any other provisions of this Instrument and the other Loan Documents: (i) Mortgagee is not, and shall not be construed to be, a partner, joint venturer, member, alter ego, manager, controlling person or other business associate or participant of any kind of Borrower, and Mortgagee does not intend to ever assume such status; and (ii) Mortgagee shall not be deemed responsible for or a participant in any acts, omissions or decisions of Borrower.

DD.3. NO LIABILITY. Mortgagee shall not be directly or indirectly liable or responsible for any loss, claim, cause of action, liability, Indebtedness, damage or injury of any kind or character to any person or property arising from any construction on, or occupancy or use of the Mortgaged Property, whether caused by or arising from: (i) any defect in any building, structure, grading, fill, landscaping or other improvements thereon or in any on-site or off-site improvement or other facility therein or thereon; (ii) any act or omission of Borrower or any of Borrower's agents, employees, independent contractors, licensees or invitees; (iii) any accident in or on the Mortgaged Property or any fire, flood or other casualty or hazard thereon; (iv) the failure of Borrower or any of Borrower's licensees, employees, invitees, agents, independent contractors or other representatives to maintain the Mortgaged Property in a safe condition; or (v) any nuisance made or suffered on any part of the Mortgaged Property.

EE. NON-OWNER OCCUPIED PROPERTY. Throughout the term of the Loan, Borrower shall not occupy any portion of the Mortgaged Property in any manner. If Borrower is an entity other than a natural person, any persons with a direct or indirect ownership interest in Borrower shall not occupy any portion of the Mortgaged Property in any manner throughout the term of the Loan.

FF. DOCUMENT IMAGING. Lender shall be entitled, in its sole discretion, to image or make copies of all or any selection of the agreements, instruments, documents, items and records governing, arising from or relating to any of Borrower's loans, including, without limitation, this instrument and the other Loan Documents, and Lender may destroy or archive the paper originals. Borrower waives (1) any right to insist or require that Lender produce paper originals, (2) agrees that such images shall be accorded the same force and effect as the paper originals, (3) agrees that Lender is entitled to use such images in lieu of destroyed or archived originals for any purpose, including as admissible evidence in any demand, presentment or other proceedings, and (4) further agrees that any executed facsimile (faxed), scanned, or other imaged copy of this instrument or any other Loan Document shall be deemed to be of the same force and effect as the original manually executed document.

GG. WAIVER OF TRIAL BY JURY. BORROWER, MERS AND LENDER EACH (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS INSTRUMENT OR THE RELATIONSHIP BETWEEN THE PARTIES AS BORROWER, MERS AND LENDER THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

ATTACHED EXHIBIT. The following Exhibit is attached to this Instrument:
Exhibit "A" Description of the Land

THIS MORTGAGE SECURES A FIXED RATE PROMISSORY NOTE. THIS MORTGAGE IS A FIRST MORTGAGE. NO FURTHER ENCUMBRANCES MAY BE RECORDED AGAINST THE MORTGAGED PROPERTY WITHOUT THE PRIOR WRITTEN CONSENT OF LENDER. FAILURE TO COMPLY WITH THIS PROVISION SHALL CONSTITUTE AN EVENT OF DEFAULT AND AT LENDER'S OPTION THE LOAN SHALL IMMEDIATELY BECOME DUE AND PAYABLE. CONSENT TO ONE FURTHER ENCUMBRANCE SHALL NOT BE DEEMED TO BE A WAIVER OF THE RIGHT TO REQUIRE SUCH CONSENT TO FUTURE OR SUCCESSIVE ENCUMBRANCES.

IN WITNESS WHEREOF, Borrower has signed and delivered this Instrument under seal (where applicable) or has caused this Instrument to be signed and delivered by its duly authorized representative under seal (where applicable). Where applicable law so provides or allows, Borrower intends that this Instrument shall be deemed to be signed and delivered as a sealed instrument.

SIGNATURE(S) ON FOLLOWING PAGE(S)

BORROWER:

BRUYETTE ENTERPRISES NORTH LLC,
a Wisconsin limited liability company

By: ______________________
ALEXANDER BRUYETTE,
Managing Member

(SEAL)

State of Wisconsin)
County of Manitowoc) ss.
)

On June 27, 2024, before me, Tammy P Fischer, Notary Public, personally appeared ALEXANDER BRUYETTE,

☐ personally known to me - OR -

☒ proved to me on the basis of satisfactory evidence

to be the person(s) who executed the within instrument as Managing Member on behalf of BRUYETTE ENTERPRISES NORTH LLC, a Wisconsin limited liability company, the limited liability company therein named, and acknowledged to me that the limited liability company executed the same for the purposes therein stated.

WITNESS my hand and official seal.

Tammy P Fischer

Signature of Notary Public
Tammy P. Fischer

Title and Other Required Information (Printed Name of Notary, Residence, etc.)

[My commission expires: 10-30-24 .]

TAMMY P. FISCHER
NOTARY PUBLIC
STATE OF WISCONSIN

Place Notary Seal and/or Any Stamp Above

Wisconsin Mortgage
[redacted]

EXHIBIT "A"
DESCRIPTION OF THE LAND

THE LAND REFERRED TO HEREIN IS SITUATED IN SHEBOYGAN COUNTY, STATE OF WISCONSIN, AND IS DESCRIBED AS FOLLOWS:

see legal description attached

APN: 59281624000

PROPERTY ADDRESS: 1621 MEHRTENS AVE, SHEBOYGAN, WI 53081

LEGAL DESCRIPTION

Lot Two (2) of Block One (1) of O.C. Neumeister's Subdivision No. 2, to the City of Sheboygan, Sheboygan County, Wisconsin.

Tax Parcel No. 59281624000

1

[redacted]

FILED
05-27-2026
Sheboygan County
Clerk of Circuit Court
2026CV000369
Honorable George A Limbeck
Branch 5

Exhibit C

2192214
SHEBOYGAN COUNTY, WI
RECORDED ON
03/30/2026 08:35 AM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: [redacted]
TRANSFER FEE:
EXEMPTION #
Cashier ID: 8
PAGES: 1
Electronically Recorded.
Returned to Submitter.

ASSIGNMENT OF MORTGAGE

WHEN RECORDED MAIL TO: FIRST AMERICAN MORTGAGE SOLUTIONS
1795 INTERNATIONAL WAY, IDAHO FALLS, ID 83402
PIN NO. 59281624000
WISCONSIN
COUNTY OF SHEBOYGAN
[redacted]

DRAFTED BY: JANALYNNE HEDDEN, NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING
[redacted]

FOR GOOD AND VALUABLE CONSIDERATION, receipt thereof is hereby acknowledged, **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS MORTGAGEE, AS NOMINEE FOR HOMETOWN EQUITY MORTGAGE, LLC, ITS SUCCESSORS AND ASSIGNS**, located at **P.O. BOX 2026, FLINT, MICHIGAN 48501-2026**, Assignor, does hereby grant, bargain, assign, transfer, convey, and set over without recourse, representation or warranty, expressed or implied unto **WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR VERUS SECURITIZATION TRUST 2024-7**, located at **2001 M STREET NW, STE 300, WASHINGTON, DC 20036**, Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to that certain Indenture of Mortgage described below.

Said Mortgage dated **JUNE 27, 2024**, executed by **BRUYETTE ENTERPRISES NORTH LLC, A WISCONSIN LIMITED LIABILITY COMPANY**, Mortgagor, to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS MORTGAGEE, AS NOMINEE FOR HOMETOWN EQUITY MORTGAGE, LLC, ITS SUCCESSORS AND ASSIGNS**, Original Mortgagee, and duly recorded on **JUNE 27, 2024** A.D. as Document No. **2165406** in the record of Mortgages of the Register of Deeds Office, in and for the County of **SHEBOYGAN**, State of **WISCONSIN**.

LEGAL DESCRIPTION: THE LAND REFERRED TO HEREIN IS SITUATED IN SHEBOYGAN COUNTY, STATE OF WISCONSIN, AND IS DESCRIBED AS FOLLOWS: LOT TWO (2) OF BLOCK ONE (1) OF O.C. NEUMEISTER'S SUBDIVISLON NO. 2, TO THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

COMMONLY KNOWN AS: **1621 MEHRTENS AVE, SHEBOYGAN, WI 53081**

TO HAVE AND TO HOLD the said Mortgage, and all right, title, and interest conveyed by said Mortgage, in and to the lands therein described, to the said Assignee, **WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR VERUS SECURITIZATION TRUST 2024-7**, its successors and assigns forever, subject only to the terms and conditions of the above described Mortgage.

IN WITNESS WHEREOF, the undersigned has caused this Instrument to be executed on MAR 25 2026.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS MORTGAGEE, AS NOMINEE FOR HOMETOWN EQUITY MORTGAGE, LLC, ITS SUCCESSORS AND ASSIGNS

JANALYNNE HEDDEN, VICE PRESIDENT

STATE OF **SOUTH CAROLINA** COUNTY OF **GREENVILLE**) ss.
On MAR 25 2026, before me, Jennifer Korn, personally appeared **JANALYNNE HEDDEN** known to me to be the **VICE PRESIDENT** of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS MORTGAGEE, AS NOMINEE FOR HOMETOWN EQUITY MORTGAGE, LLC, ITS SUCCESSORS AND ASSIGNS** the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Jennifer Korn (COMM. EXP. JUN 13 2029)
NOTARY PUBLIC

JENNIFER KORN
MY COMMISSION EXPIRES 06/13/2029
NOTARY PUBLIC
SOUTH CAROLINA

[redacted]

[redacted]

Exhibit D

SAYER
LAW GROUP, PC
25 E. 4th Street
Waterloo, IA 50703
www.sayerlaw.com

Alexander Bruyette
618 Erie Ave.
Sheboygan, WI 53081

FIRST-CLASS

[redacted]

US POSTAGE PITNEY BOWES
ZIP 50703 $ 000.74⁰
02 7W
[redacted]
FEB 25 2026

SAYER
LAW GROUP, PC

925 E. 4th Street, Waterloo, IA 50703 | p[redacted] sayerlaw.com

February 25, 2026

Bruyette Enterprises North, LLC
618 Erie Ave.
Sheboygan, WI 53081

NOTICE OF RIGHT TO CURE DEFAULT

This is an attempt to collect a debt by a debt collector. Any information obtained will be used for that purpose.

IF YOU WERE A BORROWER OF THIS LOAN PRIOR TO FILING CHAPTER 7 BANKRUPTCY IN WHICH YOU RECEIVED A DISCHARGE, AND IF THIS LOAN WAS NOT REAFFIRMED IN THE BANKRUPTCY CASE, LENDER IS EXERCISING ITS IN REM RIGHTS AS ALLOWED UNDER APPLICABLE LAW AND IS NOT ATTEMPTING ANY ACT TO COLLECT, RECOVER, OR OFFSET THE DISCHARGED DEBT AS YOUR PERSONAL LIABILITY.

Loan no.:	[redacted]
Property address:	1621 Mehrtens Ave., Sheboygan, WI 53081
Name of current creditor/owner:	Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as owner trustee for Verus Securitization Trust 2024-7
Time and place of the creation of the debt:	06/27/2024, Sheboygan County, WI
Instrument securing debt:	Mortgage/Deed of Trust
Amount in default:	$18,420.57

Dear Borrower:

This letter is formal notice to you that you are in default under the terms of the documents creating your loan described above (documents include the Note, Security Agreement such as a Deed of Trust or Mortgage, etc.) Your loan is in default because you have not made the required payments when they came due.

Below is an itemization of your default, please send payments to Shellpoint Mortgage Servicing, P.O. Box 10826-0826, Greenville, SC 29603-0826.

Number of payments due:	3
Total Delinquent Payments:	$10,687.80
Default Interest Due:	$4,775.67
Late Charges:	$350.82
NSF Fee Balance:	$30.00
Other Fees Balance:	$60.00
Escrow Advances:	$2,516.28
Total Due	**$18,420.57**

THIS LETTER HEREBY DEMANDS THAT YOU PAY THE AMOUNT IN DEFAULT, AS STATED ABOVE, WITHIN 15 DAYS FROM THE DATE OF THIS LETTER— March 12, 2026(THE CURE DATE), PLUS ANY REGULAR PAYMENT, LATE CHARGES, OR FEES THAT MAY COME DUE DURING THE 15 DAY PERIOD.

This letter is further notice to you that Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as owner trustee for Verus Securitization Trust 2024-7 intends to enforce the provisions of the Note and Security Instrument. You must pay the amount within 15 days of the date of this letter. If this date is a Saturday, Sunday, or legal holiday, you will have until the next business day to cure the default. If you do not pay the full amount of the default by the Cure Date, Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as owner trustee for Verus Securitization Trust 2024-7 will accelerate the entire sum of principal and accrued but not unpaid interest on your loan and deem it immediately due and payable. Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as owner trustee for Verus Securitization Trust 2024-7 will also seek any and all remedies that it may have under the Note and Security Instrument, such as the foreclosure sale of the property described in the Property Address.

You may be obligated to pay reasonable costs of collection, including, but not limited to, court costs, attorney fees.

You may have the right to reinstate the loan after acceleration or sale pursuant to your Security Instrument or governing State law. You also have the right to bring a court action to assert the nonexistence of a default or any other defense to acceleration that you may have.

PAYMENT MUST BE IN THE FORM OF CERTIFIED FUNDS.

Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as owner trustee for Verus Securitization Trust 2024-7 may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

If you are currently including optional insurance payments such as accidental death or disability with your mortgage payment, you must contact your insurance company to confirm the status of your policy. Your policy may have been cancelled as a result of this default. You are responsible to reinstate your policy directly with the insurance company that has your insurance.

You are encouraged to call Shellpoint Mortgage Servicing to discuss the default on your loan at [redacted]
You may contact Shellpoint Mortgage Servicing in writing at the following address: Shellpoint Mortgage Servicing, P.O. Box 10826-0826, Greenville, SC 29603-0826.

This notice does not affect your ability to apply for or be evaluated for a foreclosure prevention option or any pending loss mitigation option that may have been extended.

Sincerely,

The Sayer Law Group, P.C., attorney for
Wilmington Savings Fund Society, FSB, not in its
individual capacity but solely as owner trustee for Verus
Securitization Trust 2024-7

If you have had your debt discharged in bankruptcy and you did not reaffirm your loan in your bankruptcy case, Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as owner trustee for Verus Securitization Trust 2024-7 will only exercise its right as against the property and is not attempting to assess or collect the debt from you personally.

FOR RESIDENTS OF CA: The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at [redacted] or www.ftc.gov.

(For CA medical collections only): Nonprofit credit counseling services may be available in the area.

FOR RESIDENTS OF CO: FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE WWW.COAG.GOV/CAR.

A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

The Sayer Law Group, P.C.: 925 E. 4th St., Waterloo, IA 50703, [redacted]

If you are interested in loss mitigation, please contact the COLORADO HOPE HOTLINE at [redacted] or Shellpoint Mortgage Servicing at [redacted] "Pursuant to section 6-1-1107, C.R.S., it is illegal for any person acting as a foreclosure consultant to charge an up-front fee or deposit to the borrower for services related to the foreclosure."

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FOR RESIDENTS OF TX: Assert and protect your rights as a member of the armed forces of the United States. If you or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.

SAYER LAW GROUP, PC

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February 25, 2026

Bruyette Enterprises North, LLC
1209 N. 28th St.
Sheboygan, WI 53081

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Exhibit E

FILED
05-27-2026
Sheboygan County
Clerk of Circuit Court
2026CV000369
Honorable George A Limbeck
Branch 5

GUARANTY

(Wisconsin)

This GUARANTY ("Guaranty") is entered into as of **June 27, 2024**, by **ALEXANDER BRUYETTE** ("Guarantor"), for the benefit of **HOMETOWN EQUITY MORTGAGE, LLC, a Missouri limited liability company, and/or any subsequent** holder of the Note (the "Lender").

BRUYETTE ENTERPRISES NORTH LLC, a Wisconsin limited liability company ("Borrower"), has requested that Lender make a loan to Borrower in the amount of **ONE HUNDRED THIRTY THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (US $130,500.00)** (the "Loan"). The Loan will be evidenced by a Promissory Note from Borrower to Lender dated as of the date of this Guaranty (the "Note") and governed by that certain Loan Agreement entered into between Borrower and Lender dated as of the date of this Guaranty (the "Loan Agreement"). The Note will be secured by that certain Mortgage, Assignment of Rents and Security Agreement of even date herewith (hereinafter referred to as the "Mortgage"), encumbering the real property described in the Mortgage (the "Mortgaged Property").

As a condition to making the Loan to Borrower, Lender requires that Guarantor execute this Guaranty.

Guarantor has a direct or indirect ownership or other financial interest in Borrower and/or will otherwise derive a material benefit from the making of the Loan.

In order to induce Lender to make the Loan to Borrower, and in consideration thereof, Guarantor agrees as follows:

1. Any capitalized terms used but not defined in this Guaranty shall have the meanings assigned to them in the Loan Agreement.

2. Guarantor hereby absolutely, unconditionally and irrevocably guarantees to Lender the full and prompt payment when due, whether at maturity or earlier, by reason of acceleration or otherwise, and at all times thereafter, and the full and prompt performance when due, of all of the following:

   (a) The entire Indebtedness;

   (b) All of Borrower's obligations under the Environmental Indemnity; and

   (c) All costs and expenses, including Attorneys' Fees and Costs and fees and out-of-pocket expenses of expert witnesses, incurred by Lender in enforcing its rights under this Guaranty.

3. The obligations of Guarantor under this Guaranty shall survive any foreclosure proceeding, any foreclosure sale, any delivery of any deed in lieu of foreclosure, and any release of record of the Mortgage, and, in addition, the obligations of Guarantor relating to Borrower's obligations under the Environmental Indemnity shall survive any repayment or discharge of the Indebtedness. This Guaranty is binding upon Guarantor and Guarantor's heirs, successors and permitted assigns so long as any of the Indebtedness or any of such surviving obligations remains unpaid.

4. Guarantor's obligations under this Guaranty constitute an unconditional guaranty of payment and not merely a guaranty of collection. This is a "continuing guaranty" under which Guarantor agrees to guarantee the full and punctual payment and performance of the Indebtedness to Lender on an open and continuing basis. Accordingly, any payments made on the Indebtedness will not discharge or diminish Guarantor's obligations and liability under this Guaranty for any remaining Indebtedness.

5. The obligations of Guarantor under this Guaranty shall be performed without demand by Lender and shall be unconditional irrespective of the genuineness, validity, regularity or enforceability of the Note, the Loan Agreement, the Mortgage, or any other Loan Document, and without regard to any other circumstance which might otherwise constitute a legal or equitable discharge of a surety or a guarantor. Guarantor hereby waives the benefit of all principles or provisions of law, statutory or otherwise, which are or might be in conflict with the terms of this Guaranty and agrees that Guarantor's obligations shall not be affected by any circumstances, whether or not referred to in this Guaranty, which might otherwise constitute a legal or equitable discharge of a surety or a

guarantor. Guarantor hereby waives the benefits of any right of discharge under any and all statutes or other laws relating to guarantors or sureties and any other rights of sureties and guarantors thereunder. Without limiting the generality of the foregoing, Guarantor hereby waives, to the fullest extent permitted by law, diligence in collecting the Indebtedness, presentment, demand for payment, protest, all notices with respect to the Note and this Guaranty which may be required by statute, rule of law or otherwise to preserve Lender's rights against Guarantor under this Guaranty, including, but not limited to, notice of acceptance, notice of any amendment of the Loan Documents, notice of the occurrence of any Potential Default or Event of Default, notice of intent to accelerate, notice of acceleration, notice of dishonor, notice of foreclosure, notice of protest, and notice of the incurring by Borrower of any obligation or indebtedness. Guarantor also waives, to the fullest extent permitted by law, all rights to require Lender to (a) proceed against Borrower or any other guarantor of Borrower's payment or performance with respect to the Indebtedness (an "Other Guarantor"), (b) if Borrower or any Other Guarantor is a partnership, proceed against any general partner of Borrower or the Other Guarantor, (c) proceed against or exhaust any collateral held by Lender to secure the repayment of the Indebtedness, or (d) pursue any other remedy it may now or hereafter have against Borrower, or, if Borrower is a partnership, any general partner of Borrower.

6. At any time or from time to time and any number of times, without notice to Guarantor and without affecting the liability of Guarantor, (a) the time for payment of the principal of or interest on the Indebtedness may be extended or the Indebtedness may be renewed in whole or in part; (b) the time for Borrower's performance of or compliance with any covenant or agreement contained in the Note, the Loan Agreement, the Mortgage or any other Loan Document, whether presently existing or hereinafter entered into, may be extended or such performance or compliance may be waived; (c) the maturity of the Indebtedness may be accelerated as provided in the Note, the Loan Agreement, the Mortgage or any other Loan Document; (d) the Note, the Loan Agreement, the Mortgage or any other Loan Document may be modified or amended by Lender and Borrower in any respect, including, but not limited to, an increase in the principal amount; (e) any security for the Indebtedness may be modified, exchanged, surrendered or otherwise dealt with or additional security may be pledged or mortgaged for the Indebtedness; and (f) all or any part of the Indebtedness or any participation therein may be sold, transferred or assigned by Lender or any loan participant.

7. Guarantor states that (a) no statements or agreements of any kind have been made to Guarantor that would limit or qualify in any way the terms of this Guaranty; (b) Guarantor has full power, right and authority to enter into this Guaranty; (c) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor; (d) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (e) no Material Adverse Effect has occurred since the date of the most recent financial statements provided to Lender, and no event has occurred which may materially adversely affect Guarantor's financial condition; (f) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid Taxes) against Guarantor is pending or, to the best of Guarantor's knowledge, threatened; (g) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; (h) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition and (i) all information in the application for the Loan submitted to Lender and in all financial statements, rent rolls, reports, certificates and other documents submitted to Lender is complete and accurate in all material respects. If any of the above statements of fact are inaccurate on the date of this Guaranty or become inaccurate prior to repayment of the Indebtedness, then (i) such inaccuracy shall be an Event of Default under the Loan and under this Guaranty, and (ii) without limiting any other remedies of Lender, Lender may bring a claim against Guarantor for misrepresentation, a claim for breach of warranty, or both.

8. If more than one Person executes this Guaranty, the obligations of those Persons under this Guaranty shall be joint and several. Lender, in its sole and absolute discretion, may (a) bring suit against Guarantor, or any one or more of the Persons constituting Guarantor, and any Other Guarantor, jointly and severally, or against any one or more of them; (b) compromise or settle with Guarantor, any one or more of the Persons constituting Guarantor, or any Other Guarantor, for such consideration as Lender may deem proper; (c) release one or more of the Persons constituting Guarantor, or any Other Guarantor, from liability; and (d) otherwise deal with Guarantor and any Other Guarantor, or any one or more of them, in any manner, and no such action shall impair the rights of Lender to collect

from Guarantor any amount guaranteed by Guarantor under this Guaranty. Nothing contained in this paragraph shall in any way affect or impair the rights or obligations of Guarantor with respect to any Other Guarantor.

9. Any indebtedness of Borrower held by Guarantor now or in the future is and shall be subordinated to the Indebtedness and any such Indebtedness of Borrower shall be collected, enforced and received by Guarantor, as trustee for Lender, but without reducing or affecting in any manner the liability of Guarantor under the other provisions of this Guaranty.

10. Guarantor shall have no right of, and hereby waives any claim for, contribution, subrogation or reimbursement against Borrower or any Equity Owner of Borrower by reason of any payment by Guarantor under this Guaranty, whether such right or claim arises at law or in equity or under any contract or statute, until the Indebtedness has been paid in full and there has expired the maximum possible period thereafter during which any payment made by Borrower to Lender with respect to the Indebtedness could be deemed a preference under the Bankruptcy Code.

11. All notices, demands and other communications ("notice") shall be given in accordance with section H.3 of the Loan Agreement. Any notices to Guarantor shall be addressed to Guarantor at the address of Borrower set forth in said section H.3 of the Loan Agreement.

12. If any payment by Borrower is held to constitute a preference under any applicable bankruptcy, insolvency, or similar laws, or if for any other reason Lender is required to refund any sums to Borrower, such refund shall not constitute a release of any liability of Guarantor under this Guaranty. It is the intention of Lender and Guarantor that Guarantor's obligations under this Guaranty shall not be discharged except by Guarantor's performance of such obligations and then only to the extent of such performance.

13. Guarantor shall deliver to Lender such financial statements information, schedules, documents, reports and tax returns of Guarantor as are required by section D.5 of the Loan Agreement (including, without limitation, all schedules, forms, attachments, W-2s and K-1s pertaining to each tax return). Each of the statements, information, schedules, documents, reports and tax returns required by this paragraph shall be provided to Lender within the time required by section D.5 of the Loan Agreement, shall be certified to be complete and accurate by Guarantor (or for an entity Guarantor, an individual having authority to bind Guarantor), and shall be in such form and contain such detail as Lender may reasonably require. Lender may at Lender's discretion require that any financial statements, schedules or reports be audited at Borrower's expense by independent certified public accountants acceptable to Lender. Guarantor acknowledges and agrees that (a) the reporting requirements of this paragraph apply to each Guarantor if more than one Guarantor is executing this Guaranty, and (b) that the failure of any Guarantor to provide the statements, information, schedules, documents, reports or tax returns required by this paragraph shall constitute an Event of Default. Guarantor acknowledges and agrees that Lender may from time to time (i) verify and re-verify any information contained in Borrower's application for the Loan, (ii) order additional credit reports from any credit reporting agency with respect to Borrower and Guarantor, and (iii) report Borrower's and Guarantor's name(s), account information and payment history to any credit reporting agency. Guarantor agrees to keep adequately informed of any facts, events or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that, absent a request for information, Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

14. Lender may assign its rights under this Guaranty in whole or in part and upon any such assignment, all the terms and provisions of this Guaranty shall inure to the benefit of such assignee to the extent so assigned. The terms used to designate any of the parties herein shall be deemed to include the heirs, legal representatives, successors and assigns of such parties; and the term "Lender" shall include, in addition to Lender, any lawful owner, holder or pledgee of the Note.

15. This Guaranty and the other Loan Documents represent the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements. There are no unwritten oral agreements between the parties. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Guaranty and the other Loan Documents. Guarantor acknowledges that it has received and reviewed copies of the Note, the Loan Agreement, the Mortgage and all other Loan Documents. Neither this Guaranty nor any of its provisions may be waived, modified, amended,

discharged, or terminated except by an agreement in writing signed by the party against which the enforcement of the waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in that agreement.

16. This Guaranty, and any Loan Document which does not itself expressly identify the law that is to apply to it, shall be governed by the laws of the jurisdiction in which the Mortgaged Property is located (the "Property Jurisdiction"). Guarantor agrees that any controversy arising under or in relation to this Guaranty may be litigated in the Property Jurisdiction. The state and federal courts and authorities with jurisdiction in the Property Jurisdiction shall have non-exclusive jurisdiction over all controversies which shall arise under or in relation to this Guaranty, the Note, the Loan Agreement, the Mortgage or any other Loan Document. Guarantor irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue or defense to venue to which it might be entitled by virtue of domicile, habitual residence, inconvenient forum or otherwise.

17. The invalidity or unenforceability of any provision of this Guaranty shall not affect the validity or enforceability of any other provision and all other provisions shall remain in full force and effect.

18. Except as otherwise provided in this Guaranty, each married individual who executes this Guaranty intends to bind both his or her separate estate and his or her marital community.

19. Lender shall be entitled, in its sole discretion, to image or make copies of all or any selection of the agreements, instruments, documents, items and records governing, arising from or relating to any of Borrower's loans, including, without limitation, this Guaranty and the other Loan Documents, and Lender may destroy or archive the paper originals. Guarantor (i) waives any right to insist or require that Lender produce paper originals, (ii) agrees that such images shall be accorded the same force and effect as the paper originals, (iii) agrees that Lender is entitled to use such images in lieu of destroyed or archived originals for any purpose, including as admissible evidence in any demand, presentment or other proceedings, and (iv) further agrees that any executed facsimile (faxed), scanned, or other imaged copy of this Guaranty or any other Loan Document shall be deemed to be of the same force and effect as the original manually executed document.

20. Upon revocation by written notice or actual notice of death, this Guaranty will continue in full force and effect as to all indebtedness contracted for or incurred before revocation, and as to them Lender will have the rights provided by this Guaranty as if no revocation had occurred. Any renewal, extension or increase in the rate of any such indebtedness, whether made before or after revocation, will constitute indebtedness contracted for or incurred before revocation.

21. GUARANTOR AND LENDER EACH (A) AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS GUARANTY OR THE RELATIONSHIP BETWEEN THE PARTIES AS GUARANTOR AND LENDER THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

22. This Guaranty may be executed in any number of counterparts each of which shall be deemed an original, but all such counterparts together shall constitute but one Guaranty.

Guarantor has signed and delivered this Guaranty under seal (where applicable) or has caused this Guaranty to be signed and delivered by its duly authorized representative under seal (where applicable). Where applicable law so provides or allows, Guarantor intends that this Guaranty shall be deemed to be signed and delivered as a sealed instrument.

SIGNATURE(S) ON FOLLOWING PAGE(S)

GUARANTOR:

________________________ (SEAL)
ALEXANDER BRUYETTE