

**CITY OF SHEBOYGAN  
R. O. 32-23-24**

**BY CITY CLERK.**

**AUGUST 7, 2023.**

Submitting a Summons and Complaint in the matter of Wisconsin Bank & Trust v.  
Judith A. Meyer et al.

FILED  
06-15-2023  
Sheboygan County  
Clerk of Circuit Court  
2023CV000328  
Honorable Daniel J  
Borowski  
Branch 5

STATE OF WISCONSIN

CIRCUIT COURT  
BRANCH \_\_\_\_\_

SHEBOYGAN COUNTY

WISCONSIN BANK & TRUST  
A Division of HTLF Bank  
655 S Taylor Dr  
Sheboygan, WI 53081,

Case No. 23 CV \_\_\_\_\_  
#30404 - Foreclosure

Plaintiff,

v.

JUDITH A. MEYER  
d/b/a Meyer's Lakeview Pub  
2925 Lakeshore Dr  
Sheboygan, WI 53081-6829,

CITY OF SHEBOYGAN  
Department of City Development  
828 Center Av., Suite 208  
Sheboygan, WI 53081-5014,

WISCONSIN DEPARTMENT OF REVENUE  
c/o Office of General Counsel  
P.O. Box 8907  
Madison, WI 53708-8907,

Defendants.

**SUMMONS**

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.**

**As to defendant, Wisconsin Department of Revenue, within forty-five (45) days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the Complaint. As to all remaining defendants, within twenty (20) days of receiving this summons, 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 reject or 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 North 6<sup>th</sup> Street, Sheboygan, Wisconsin 53081, and plaintiff's attorney, whose mailing address is P.O. Box 186, Little Chute, Wisconsin 54140-0186. You may have an attorney help or represent you.**

**If you do not provide a proper answer within the time period allowed, 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.**

***[This space is intentionally left blank; signature to follow.]***

Dated this 15th day of June, 2023.

**VAN LIESHOUT LAW OFFICE**

**Attorney for Plaintiff**

A handwritten signature in black ink, appearing to read 'D. Van Lieshout', written over a horizontal line.

**David J. Van Lieshout**

**State Bar No. 1012641**

P.O. Box 186  
Little Chute, WI 54140-0186  
(920) 788-0800  
davevl@littlechutelaw.com

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STATE OF WISCONSIN

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WISCONSIN DEPARTMENT OF REVENUE  
c/o Office of General Counsel  
P.O. Box 8907  
Madison, WI 53708-8907,

Defendants.

**COMPLAINT**

COMES NOW the Plaintiff by and through its attorneys, Van Lieshout Law Office, and  
as and for a cause of action in the above-entitled matter, alleges and shows:

1. Plaintiff, **WISCONSIN BANK & TRUST**, (hereinafter "Plaintiff") is a division of HTLF Bank and the successor in interest by merger to the rights of Community Bank & Trust, a Wisconsin banking corporation which executed the documents subject to this action.

2. Upon information and belief, **JUDITH A. MEYER** d/b/a Meyer's Lakeview Pub, is an adult resident of Sheboygan County, Wisconsin.

3. Upon and information and belief, **CITY OF SHEBOYGAN**, Department of City Development, is a municipal corporation located in Sheboygan County, Wisconsin and authorized and existing under the laws of the State of Wisconsin.

4. That upon information and belief, the **WISCONSIN DEPARTMENT OF REVENUE** is a state agency of the State of Wisconsin located in Madison, Wisconsin, with offices located throughout the State of Wisconsin.

5. That venue is proper in Sheboygan County, Wisconsin because the property subject to this action is located in said county.

6. On or about June 17, 2013, Defendant, Judith A. Meyer, (hereinafter referred to as "Defendant Meyer") executed a Promissory Note in the original amount of \$82,130.40 (hereinafter the "Note"). The Note was due and payable according to its terms. A true and accurate copy of the Promissory Note is attached hereto as **EXHIBIT A**, as redacted.

7. The Note attached hereto as **EXHIBIT A** is a renewal of previous Notes entered into by Defendant Meyer in favor of Community Bank & Trust, a bank which merged into Wisconsin Bank & Trust after the date of **EXHIBIT A**.

8. That on or about June 24, 2005, Defendant Meyer secured the obligations that it owed to Community Bank & Trust as set forth on the Note under the terms of a Mortgage on the property located at 2925 Lakeshore Dr and 550 Wilson Ave in Sheboygan, Wisconsin

(hereinafter "Property"). The Mortgage was recorded with the Register of Deeds for Sheboygan County, Wisconsin on June 27, 2005 as Document No. 1769004 (hereinafter "Mortgage"). A true and accurate copy of the Mortgage is attached hereto as **EXHIBIT B**.

9. That on or about April 14, 2000, Defendant Meyer executed a General Business Security Agreement (hereinafter the "GBSA") in the form and content attached hereto as **EXHIBIT C**, whereby Defendant Meyer granted Community Bank & Trust a security interest and all personal property owned by her used in connection with her tavern in Sheboygan, Wisconsin, in favor of Community Bank & Trust the predecessor bank to the Plaintiff (hereinafter referred to as "Collateral"). A true and accurate copy of the GBSA is attached hereto as **EXHIBIT C**, as redacted.

10. That on or about May 2, 1997, Community Bank & Trust, the predecessor to Wisconsin Bank & Trust, perfected its security interest in the Collateral of Defendant Meyer by the filing of a UCC-1 financing statement with the Department of Financial Institutions as File No. 07501668357. A true and accurate copy of that financing statement is attached hereto as **EXHIBIT D**. This financing statement has been amended and continued in accordance with Wisconsin law and is presently valid and represents a first security interest in Collateral of Defendant Meyer.

### **BREACH OF CONTRACT**

11. Plaintiff restates by reference paragraphs 1-10 as if set forth in their entirety.
12. That Defendant Meyer has violated the terms of the Note attached hereto as **EXHIBIT A** by failing to make payments in accordance with its terms.

13. That prior to the institution of this action, Defendant Meyer was given a Notice of Default & Acceleration by the Plaintiff by letter dated April 24, 2023 in the form and content attached hereto as **EXHIBIT E**. That as a result of the Notice of Default & Acceleration, all sums due and owing the Plaintiff under the Note are now due. The amounts set forth on **EXHIBIT E** does not include, but the Plaintiff is entitled to recover all costs of collection, including but not limited to reasonable attorney fees, appraisal fees, recording fees and such other expenses as are necessary to enforce the rights of the Plaintiff under the Note and the Mortgage in this matter.

14. That as of June 8, 2023, there is an amount due and owing from Defendant Meyer inclusive of principal, interest and late charges and less escrow in the amount of \$35,258.90. A copy of a Payoff Statement, as redacted, setting forth the detail is attached hereto as **EXHIBIT F**.

**CLAIM NO. 1**  
**FORECLOSURE**

15. Plaintiff restates by reference Paragraphs 1-14 as if set forth in their entirety.

16. That, upon information and belief, each of Defendant Meyer and one of her sons resides on the Property subject to the Mortgage attached hereto as **EXHIBIT B**. In addition, the Property is used for the operation of a business.

17. That the Property subject to the Mortgage is less than 20 acres in size and is not a farm.

18. That upon information and belief, the Property is one parcel and cannot be divided without injury to the parties.

19. That the City of Sheboygan, Department of Development, may claim an interest in the Property as a result of the Mortgage granted to it by Defendant Meyer in the original amount of \$16,000.00 dated August 11, 1995 and recorded on August 14, 1995 as Document No. 1452354. Said mortgage granted to the City of Sheboygan, Department of Development is subordinate to the Mortgage of Community Bank & Trust referenced as **EXHIBIT B** in this matter under the terms of a Subordination Agreement recorded on June 27, 2005 as Document No. 1769003.

20. That the Wisconsin Department of Revenue may claim an interest in the Property subject to the Mortgage of the Plaintiff by a reason of a number of tax warrants which have been issued against Defendant Meyer. Those tax warrants are listed on a title insurance commitment received by the Plaintiff from First American Title and summarized on a document from the title company identified as Exceptions to the title of the Property, a true and accurate copy is attached hereto as **EXHIBIT G**.

21. All of the tax warrants of the Wisconsin Department of Revenue are subordinate to the interest of the Plaintiff and the Property subject to a Mortgage attached hereto as **EXHIBIT B**.

22. That in the event any person other than Defendant Meyer resides on the Property, including her son, that the possession of that person shall be terminated by the Order of Judgment of Foreclosure.

23. That the Mortgage provides that the Plaintiff may waive deficiency and the Plaintiff so elects to do so.

**REPLEVIN**

24. The Plaintiff restates by reference paragraphs 1-23 above.

25. That the Plaintiff has a first security interest in all the Collateral of Defendant Meyer as a result of the General Business Security Agreement attached hereto as **EXHIBIT C** and perfected under the terms of the UCC financing statement as amended and continued referenced in **EXHIBIT D** in this Complaint.

26. That the security interest in the Collateral of the Plaintiff is superior to any claim of any other party to the Collateral.

27. That no item of the Collateral is subject to attachment.

28. That upon information and belief, all of the Collateral is in the possession or control of Defendant Meyer.

**WHEREFORE**, the Plaintiff seeks judgment against the Defendant as follows:

- A. For a determination of the amount due from Defendant Meyer to the Plaintiff under the terms of the Note as well as all costs of collection as provided for in the Note and Mortgage and as set forth in the Complaint;
- B. For a judgment of foreclosure **WITHOUT DEFICIENCY** as it relates to the Property set forth on the Mortgage attached to the Complaint as Exhibit B. That a sheriff's sale shall be held within **six months** after the date of judgment in this matter;
- C. For an Order determining that the interest of the City of Sheboygan, Department of Development and the State of Wisconsin, Department of Revenue are deemed subordinate to the interest of the Plaintiff in connection with the Property;
- D. For an Order of Replevin and a Writ of Replevin for all of the Collateral subject to the General Business Security Agreement as perfected described in the Complaint;
- E. For an order from the Court that Defendant Meyer be required to identify and catalog all Collateral subject to the security interest of the Plaintiff upon the entry of judgment of replevin in this matter so that the same may be sold in a commercially reasonable manner and the amount due applied to the debt owed by Defendant Meyer to the Plaintiff;
- F. For an Order terminating the rights of any party in possession of any part of the Property as of the date of the Judgment entered in this matter;

- G. For the reasonable attorney's fees incurred by the Plaintiff in connection with this matter as well as its costs and fees;
- H. For such other and further relief as justice requires.

Dated this 15th day of June, 2023.

VAN LIESHOUT LAW OFFICE  
Attorneys for Plaintiff



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David J. Van Lieshout  
State Bar No. 1012641

P.O. Box 186  
Little Chute, WI 54140-0186  
(920) 788-0800  
davevl@littlechutelaw.com

**COMMERCIAL PROMISSORY NOTE**

Community Bank & Trust  
604 N 8th Street  
Sheboygan, Wisconsin 53081  
(920)459-4444  
www.communitybankandtrust.com

LOAN NUMBER	NOTE DATE	PRINCIPAL AMOUNT	LOAN TERM	MATURITY DATE
19650	June 17, 2013	\$82,130.40	60 months	June 17, 2018
LOAN PURPOSE: Payoff loan 3322 and debt consolidation				

**BORROWER INFORMATION**

Judith A Meyer d/b/a MEYER'S LAKEVIEW PUB  
2925 Lakeshore Drive  
Sheboygan, WI 53081

**NOTE.** This Commercial Promissory Note will be referred to in this document as the "Note."

**LENDER.** "Lender" means Community Bank & Trust whose address is 604 N 8th Street, Sheboygan, Wisconsin 53081, its successors and assigns.

**BORROWER.** "Borrower" means each person or legal entity who signs this Note.

**PROMISE TO PAY.** For value received, receipt of which is hereby acknowledged, on or before the Maturity Date, the Borrower promises to pay the principal amount of Eighty-two Thousand One Hundred Thirty and 48/100 Dollars (\$82,130.40) and all interest outstanding principal balance and any other charges, including service charges, to the order of Lender at its office at the address noted above or at such other place as Lender may designate in writing. The Borrower will make all payments in lawful money of the United States of America.

**PAYMENT SCHEDULE.** This loan will be paid according to the following schedule: 59 consecutive payments of principal and interest beginning on July 17, 2013 and continuing on the same day of each month thereafter. The payment will be in the amount of \$719.53. One final balloon payment shall be due on the Maturity Date in an amount equal to the then unpaid principal and accrued and unpaid interest. All payments received by the Lender from the Borrower for application to this Note may be applied to the Borrower's obligations under this Note in such order as determined by the Lender.

**INTEREST RATE AND SCHEDULED PAYMENT CHANGES.** The initial variable interest rate on this Note will be 6.500% per annum. This interest rate may change on June 18, 2013, and every day thereafter. Each date on which the interest rate may change is called the "Change Date." Beginning with the first Change Date, Lender will calculate the new interest rate based on Community Bank & Trust Prime Rate (Rate determined by management of Community Bank & Trust as its prime lending rate) in effect on the Change Date (the "Index") plus 2.000 percentage points (the "Margin"). If the Index is not available at that time, Lender will choose a new Index which is based on comparable information. The Index is used solely to establish a base from which the actual rate of interest payable under this Note will be calculated, and is not a reference to any actual rate of interest charged by any lender to any particular borrower.

Nothing contained herein shall be construed as to require the Borrower to pay interest at a greater rate than the maximum allowed by law. If, however, from any circumstances, Borrower pays interest at a greater rate than the maximum allowed by law, the obligation to be fulfilled will be reduced to an amount computed at the highest rate of interest permissible under applicable law and if, for any reason whatsoever, Lender ever receives interest in an amount which would be deemed unlawful under applicable law, such interest shall be automatically applied to amounts owed, in Lender's sole discretion, or as otherwise allowed by applicable law. A change in the interest rates may result in a change in your payment amount. Interest on this Note is calculated on a Actual/360 day basis. The unpaid balance of this loan after Maturity, whether by acceleration or otherwise, shall be subject to a post-maturity rate of interest equal to four (4) percentage points over existing rate on maturity date.

**LATE PAYMENT CHARGE.** If any required payment is more than 10 days late, then at Lender's option, Lender will assess a late payment charge of 5% of the amount past due.

**PREPAYMENT PENALTY.** This Note may be prepaid, in full or in part, at any time, without penalty.

**SECURITY TO NOTE.** Security (the "Collateral") for this Note is granted pursuant, but not necessarily limited, to the following security document(s) (and to the extent permitted by law, any further security instruments or collateral, as Lender may elect to list in an addendum, if any, attached hereto and made a part hereof by reference):

- Security Instrument (Mortgage/Deed of Trust/Security Deed) - 550 Wilson Avenue and 2925 Lakeshore Drive Sheboygan WI 53081 in the amount of \$65,000.00, dated June 14, 2005.
- Security Instrument (Mortgage/Deed of Trust/Security Deed) - 550 Wilson Avenue and 2925 Lakeshore Drive Sheboygan WI 53081 dated June 17, 2013.

**RIGHT OF SET-OFF.** To the extent permitted by law, Borrower agrees that Lender has the right to set-off any amount due and payable under this Note, whether matured or unmatured, against any amount owing by Borrower to Lender including any or all of Borrower's accounts with Lender. This shall include all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. Such right of set-off may be exercised by Lender against Borrower or against any assignee for the benefit of creditors, receiver, or execution, judgment or attachment creditor of Borrower, or against anyone else claiming through or against Borrower or such assignee for the benefit of creditors, receiver, or execution, judgment or attachment creditor, notwithstanding the fact that such right of set-off has not been exercised by Lender prior to the making, filing or issuance or service upon Lender of, or of notice of, assignment for the benefit of creditors, appointment or application for the appointment of a receiver, or issuance of execution, subpoena or order or warrant. Lender will not be liable for the dishonor of any check when the dishonor occurs because Lender set-off a debt against Borrower's account. Borrower agrees to hold Lender harmless from any claim arising as a result of Lender exercising Lender's right to set-off.

**DISHONORED ITEM FEE.** If Borrower makes a payment on the loan with a check or preauthorized charge which is later dishonored, a fee in the amount of \$35.88 will be charged.

**RELATED DOCUMENTS.** The words "Related Documents" mean all promissory notes, security agreements, mortgages, deeds of trust, business loan agreements, construction loan agreements, resolutions, guarantees, environmental agreements, subordination agreements, assignments and any other documents or agreements executed in connection with this Note whether now or hereafter existing. The Related Documents are hereby made a part of this Note by reference thereto, with the same force and effect as if fully set forth herein.

**DEFAULT.** Upon the occurrence of any one of the following events (each, an "Event of Default" or "default" or "event of default"), Lender's obligations, if any, to make any advances will, at Lender's option, immediately terminate and Lender, at its option, may declare all indebtedness of Borrower to Lender under this Note immediately due and payable without further notice of any kind notwithstanding anything to the contrary in this Note or any other agreement: (a) Borrower's failure to make any payment on time or in the amount due; (b) any default by Borrower under the terms of this Note or any other Related Documents executed in connection with this Note; (c) any default by Borrower under the terms of any Related Documents in favor of Lender; (d) the death, dissolution, or termination of existence of Borrower or any guarantor; (e) Borrower is not paying Borrower's debts as such debts become due; (f) the commencement of any proceeding under bankruptcy or insolvency laws by or

against Borrower or any guarantor or the appointment of a receiver; (g) any default under the terms of any other indebtedness of Borrower to any other creditor; (h) any writ of attachment, garnishment, execution, tax lien or similar instrument is issued against any collateral securing the loan, if any, or any of Borrower's property or any judgment is entered against Borrower or any guarantor; (i) any part of Borrower's business is sold to or merged with any other business, individual, or entity; (j) any representation or warranty made by Borrower to Lender in any of the Related Documents or any financial statement delivered to Lender proves to have been false in any material respect as of the time when made or given; (k) if any guarantor, or any other party to any Related Documents in favor of Lender entered into or delivered in connection with this Note terminates, attempts to terminate or defaults under any such Related Documents; (l) Lender has deemed itself insecure or there has been a material adverse change of condition of the financial prospects of Borrower or any collateral securing the obligations owing to Lender by Borrower. Upon the occurrence of an event of default, Lender may pursue any remedy available under any Related Document, at law or in equity.

**GENERAL WAIVERS.** To the extent permitted by law, the Borrower severally waives any required notice of presentment, demand, acceleration, intent to accelerate, protest and any other notice and defense due to extensions of time or other indulgence by Lender or to any substitution or release of collateral. No failure or delay on the part of Lender, and no course of dealing between Borrower and Lender, shall operate as a waiver of such power or right, nor shall any single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any other power or right.

**JOINT AND SEVERAL LIABILITY.** If permitted by law, each Borrower executing this Note is jointly and severally bound.

**SEVERABILITY.** If a court of competent jurisdiction determines any term or provision of this Note is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of this Note without invalidating the remainder of either the affected provision or this Note.

**SURVIVAL.** The rights and privileges of the Lender hereunder shall inure to the benefit of its successors and assigns, and this Note shall be binding on all heirs, executors, administrators, assigns and successors of Borrower.

**ASSIGNABILITY.** Lender may assign, pledge or otherwise transfer this Note or any of its rights and powers under this Note without notice, with all or any of the obligations owing to Lender by Borrower, and in such event the assignee shall have the same rights as if originally named herein in place of Lender. Borrower may not assign this Note or any benefit accruing to it hereunder without the express written consent of the Lender.

**ORAL AGREEMENTS DISCLAIMER.** This Note represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

**GOVERNING LAW.** This Note is governed by the laws of the state of Wisconsin except to the extent that federal law controls. Borrower agrees that, at Lender's option, venue for any legal action initiated to collect amount owed under this Note shall be in the county where Lender maintains its principal office in Wisconsin, the county where any Borrower resides, or the county where this Note was executed.

**HEADING AND GENDER.** The headings preceding text in this Note are for general convenience in identifying subject matter, but have no limiting impact on the text which follows any particular heading. All words used in this Note shall be construed to be of such gender or number as the circumstances require.

**ATTORNEYS' FEES AND OTHER COSTS.** If legal proceedings are instituted to enforce the terms of this Note, Borrower agrees to pay all costs of the Lender in connection therewith, including reasonable attorneys' fees, to the extent permitted by law.

**ADDITIONAL PROVISIONS.** Section indicated as "ATTORNEYS' FEES AND COSTS" contained herein is hereby deleted and replaced as follows: Borrower agrees, whether or not the transaction hereby contemplated shall be consummated, to pay and hold the Lender harmless against liability for the payment of all out-of-pocket expenses (including reasonable attorney fees) arising in connection with (i) the preparation of this Agreement or the documents and instruments related to this Agreement and (ii) the administration of, and the enforcement or protection of the Lender's rights, under this Agreement and the documents and instruments related to this Agreement.

**Addition to "INTEREST RATE AND SCHEDULED PAYMENT CHANGES" section**  
 Upon notification of an event of default under this agreement or any other agreement related to this loan, lender reserves the right to enforce the stated default rate and/or impose a default fee for each stated occurrence of default in the amount of \$560 or 20 basis points on all amounts due, per occurrence, whichever is greater.

Upon the occurrence of any default, borrower/debtor assigns and sets over to secured party/lender any and all rights that it has in any license or permit utilized in the operation of its business, including, but not limited to, its liquor license. Without limiting any rights granted herein to secured party/lender, borrower/debtor appoints any officer of secured party/lender as its attorney-in-fact to execute any and all agreements, extensions or documents of any kind to protect any and all rights of secured party/lender in and to the permits or licenses referred to herein.

**WAIVER OF JURY TRIAL.** All parties to this Note hereby knowingly and voluntarily waive, to the fullest extent permitted by law, any right to trial by jury of any dispute, whether in contract, tort, or otherwise, arising out of, in connection with, related to, or incidental to the relationship established between them in this Note or any other instrument, document or agreement executed or delivered in connection with this Note or the related transactions.

By signing this Note, Borrower acknowledges reading, understanding, and agreeing to all its provisions and receipt hereof.

Judith A Meyer d/b/a MEYER'S LAKEVIEW PUB

*Judith A Meyer*  
 By: Judith A Meyer      Date  
 Its: Sole Proprietor

1769004

SHEBOYGAN COUNTY, WI  
RECORDED ON

06/27/2005 09:23AM

DARLENE J. NAVIS  
REGISTER OF DEEDS

RECORDING FEE: 25.00  
TRANSFER FEE:

STAFF ID 6  
TRANS # 63911

# OF PAGES: 8

When recorded return to (name, address):

COMMUNITY BANK & TRUST  
604 N 8TH STREET  
SHEBOYGAN, WI 53081  
7000058322

Parcel Number: 59281-310060

# MORTGAGE

(With Future Advance Clause)

Construction Mortgage. This is a Construction Mortgage which secures an obligation incurred for the construction of an improvement on the Property, which may include the Property's acquisition cost. This obligation provides for future advances made for the completion of the contemplated improvement on the mortgaged Property.

State of Wisconsin \_\_\_\_\_ Space Above This Line For Recording Data \_\_\_\_\_

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is Jun 24, 2005 and the parties, their addresses and tax identification numbers, if required, are as follows:

**MORTGAGOR:**

JUDITH A MEYER, A SINGLE PERSON  
2925 LAKESHORE DR  
Sheboygan, WI 53081

If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

**LENDER:**

COMMUNITY BANK & TRUST  
604 N 8TH STREET SHEBOYGAN, WI 53081

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

THE SOUTH FIVE (5) FEET OF THE WEST ONE HUNDRED TWENTY-FIVE (125.00) FEET OF LOT SIXTEEN (16) AND THE WEST ONE HUNDRED TWENTY-FIVE (125.00) FEET OF SEVENTEEN (17), EIGHTEEN (18), NINETEEN (19) AND TWENTY (20), BLOCK FIVE (5), LAKE VIEW PARK SUBDIVISION TO THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, ACCORDING TO THE RECORDED PLAT THEREOF. (THIS IS HOMESTEAD PROPERTY)

The property is located in Sheboygan at 2925 LAKESHORE DR & 550  
(County)

WILSON AVE, Sheboygan, Wisconsin 53081  
(Address) (City) (Zip Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 65,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
- A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)*
- A Promissory Note dated 06/24/2005
- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Security Instrument whether or not this Security Instrument is specifically referenced, and whether or not such future advances or future obligations are incurred for any purpose that was related or unrelated to the purpose of the evidence of debt. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
- C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
8. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.



and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment.

As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance.

Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

**15. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium, time-share estate, or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium, time-share estate, or planned unit development.

**16. DEFAULT.** Mortgagor will be in default if any of the following occur:

- A. Any party obligated on the Secured Debt fails to make payment when due;
- B. A breach of any term or covenant in this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt;
- C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Mortgagor or any person or entity obligated on the Secured Debt;
- D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Mortgagor or any other person or entity obligated on the Secured Debt;
- E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;
- F. A material adverse change in Mortgagor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
- G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

**17. REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

**18. REDEMPTION.** The period of redemption is anytime before the foreclosure sale.

**19. FORECLOSURE WITHOUT DEFICIENCY.** If this Property is a 1-4 family residence that is owner-occupied at the beginning of a foreclosure action, a farm, a church, or a tax-exempt nonprofit charitable organization, then Mortgagor agrees to the provisions of Wis. Stat. Ann. § 846.101, as amended, permitting Lender to waive its right to a judgment for a deficiency on real estate of 20 acres or less, and to hold a sale of the Property six months after the foreclosure judgment is entered. If this Property is not a 1-4 family residence that is owner-occupied at the beginning of a foreclosure action, a farm, a church, or a tax-exempt nonprofit charitable organization, then Mortgagor agrees to the provisions of Wis. Stat. Ann. § 846.103, as amended, permitting Lender to waive its right to a judgment for a deficiency, and to hold a sale of the Property three months after a foreclosure judgment is entered. Regardless of terms to the contrary, if Mortgagor abandons the Property, then the sale of the Property shall be after two months from the date a foreclosure judgment is entered.

- 20. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.
- 21. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.
- Mortgagor represents, warrants and agrees that:
- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
  - B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
  - C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.
  - D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
  - E. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.
  - F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
  - G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
  - H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.
  - I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
  - J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.
  - K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Security Instrument without prejudice to any of Lender's rights under this Security Instrument.
  - L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.
- 22. CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor

authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

**23. INSURANCE.** Mortgagor agrees to maintain insurance as follows:

- A. Mortgagor shall keep the Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

- B. Mortgagor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.
- C. Mortgagor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.

**24. ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

**25. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

**26. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.

**27. APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

**28. NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

**29. WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.

**30. U.C.C. PROVISIONS.** If checked, the following are applicable to, but do not limit, this Security Instrument:

- Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.

**Crops; Timber; Minerals; Rents, Issues and Profits.** Mortgagor grants to Lender a security interest in all crops, timber and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").

**Personal Property.** Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property, including all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property (all of which shall also be included in the term "Property"). The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.

**Filing As Financing Statement.** Mortgagor agrees and acknowledges that this Security Instrument also suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.

**31. OTHER TERMS.** If checked, the following are applicable to this Security Instrument:

**Line of Credit.** The Secured Debt includes a revolving line of credit provision.

**Agricultural Property.** Mortgagor covenants and warrants that the Property will be used principally for agricultural or farming purposes and that Mortgagor is an individual or entity allowed to own agricultural land as specified by law.

**Separate Assignment.** The Mortgagor has executed or will execute a separate assignment of leases and rents. If the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersede this Security Instrument's "Assignment of Leases and Rents" section.

**Additional Terms.**

**FOR WISCONSIN RESIDENTS ONLY:**

The Secured Debt is incurred in the interest of undersigned Mortgagors' marriages or families.

\_\_\_\_\_  
 (Signature) (Date) [Seal] \_\_\_\_\_ (Signature) (Date) [Seal]

**SIGNATURES:** By signing under seal below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Entity Name: \_\_\_\_\_

Entity Name: \_\_\_\_\_

*Judith A Meyer*  
 (Signature) **JUDITH A MEYER** (Date) *6/24/23* [Seal]

\_\_\_\_\_  
 (Signature) (Date) [Seal]

\_\_\_\_\_  
 (Signature) (Date) [Seal]

\_\_\_\_\_  
 (Signature) (Date) [Seal]

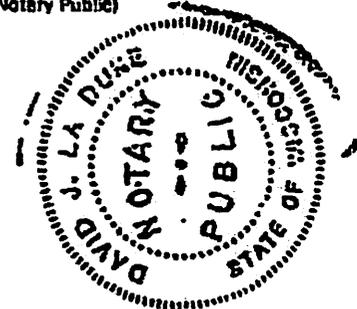
**ACKNOWLEDGMENT:**

(Individual) STATE OF Wisconsin, COUNTY OF Sheboygan } ss.  
 This instrument was acknowledged before me this 24th day of June 2005  
 by JUDITH A MEYER  
 My commission expires: 03/22/2009

*David J. La Duke*  
 \_\_\_\_\_

(Notary Public)

DAVID J LA DUKE



(Business or Entity Acknowledgment) STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ } ss.  
 This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
 by \_\_\_\_\_ (Title(s))  
 of \_\_\_\_\_ (Name of Business or Entity)  
 a \_\_\_\_\_ on behalf of the business or entity.  
 My commission expires:

\_\_\_\_\_  
 (Notary Public)

This instrument was drafted by SYLVIA PEREZ (name).

W. E. A. 4471 (8/88) F11159 Wisconsin Bankers Association 1998

GENERAL BUSINESS SECURITY AGREEMENT

1. SECURITY INTEREST

Dated APRIL 14, 2000

The undersigned ("Debtor", whether one or more) grants COMMUNITY BANK & TRUST ("Lender") a security interest in all equipment, fixtures, inventory (including all goods held for sale, lease or demonstration or to be furnished under contracts of service, goods leased to others, trade-ins and repossessions, raw materials, work in process and materials or supplies used or consumed in Debtor's business), documents relating to inventory, general intangibles, accounts, contract rights, chattel paper, instruments and investment property now owned or hereafter acquired by Debtor (or by Debtor with spouse), and all additions and accessions to, all spare and repair parts, special tools, equipment and replacements for, all returned or repossessed goods the title of which gave rise to, and all proceeds and products of the foregoing ("Collateral"), wherever located, to secure all debts, obligations and liabilities of any Debtor to Lender arising out of credit previously granted, credit contemporaneously granted and credit granted in the future by Lender to any Debtor, to any Debtor and another, or to another guaranteed or indemnified by any Debtor ("Obligations").

2. DEBTOR'S WARRANTIES

- Debtor warrants that while any of the Obligations are unpaid: (a) Ownership. Debtor owns (or with spouse owns) the Collateral free of all encumbrances and security interests (except Lender's security interest). (b) Sale of goods or services rendered. Each account and chattel paper constituting Collateral as of this date arose from the performance of services by Debtor or from a bona fide sale or lease of goods, which have been delivered or shipped to the account debtor and for which Debtor has genuine invoices, shipping documents or receipts. (c) Enforceability. Each account, contract right and chattel paper constituting Collateral as of this date is genuine and enforceable against the account debtor according to its terms, it and the transaction out of which it arose comply with all applicable laws and regulations. (d) Due date. There has been no default as of this date according to the terms of any Collateral and no step has been taken to foreclose the security interest it evidences or otherwise enforce its payment. (e) Financial condition of account debtor. As of this date Debtor has no notice or knowledge of anything which might impair the credit standing of any account debtor. (f) Valid Organization. If a corporation, limited liability company or partnership, Debtor is duly organized, validly existing and in good standing under the laws of the state of organization and is authorized to do business in Wisconsin. (g) Other agreements. Debtor is not in default under any agreement for the payment of money. (h) Authority to contract. The execution and delivery of this Agreement and any instruments evidencing Obligations will not violate or constitute a breach of Debtor's articles of incorporation or organization, by-laws, partnership agreement, operating agreement or any other agreement or restriction to which Debtor is a party or is subject. (i) Accuracy of Information. All information, certificates or statements given to Lender pursuant to this Agreement shall be true and complete when given. (j) Addresses. The address of the Debtor's residence, or if a corporation, limited liability company or partnership, the address of Debtor's place of business, or if Debtor has more than one place of business, then the address of Debtor's chief executive office, is shown opposite Debtor's signature. The address where the Collateral will be kept, if different from that appearing opposite Debtor's signature, is n/a

Such locations shall not be changed without prior written consent of Lender, but the parties intend that the Collateral, wherever located, is covered by this Agreement.

- (k) Change of name or address. Debtor shall immediately advise Lender in writing of any change in name or address. (l) Environmental laws. (i) No substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about any real estate now or at any time owned or occupied by Debtor ("Property") during the period of Debtor's ownership or use of the Property in a form, quantity or manner which it known to be present on, under, in or about the Property would require clean-up, removal or some other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"). (ii) Debtor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property, (iii) without limiting the generality of the foregoing, Debtor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components (PCBs) or underground storage tanks, (iv) there are no conditions existing currently or likely to exist during the term of this Agreement which would subject Debtor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claim relating to any Hazardous Substance, (v) Debtor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any such substance, and (vi) Debtor in the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws. Debtor shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorneys' fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of, or based upon (1) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any such substance to or from the Property, (2) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from Property, or (3) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Debtor shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance described above, on, in, under or about the Property. (m) Fixtures. If any of the Collateral is affixed to real estate, the legal description of the real estate set forth in each UCC Financing Statement signed by Debtor is true and correct.

3. SHIPPERS

Shippers authorized to draw drafts on Lender under section 7(c) are: n/a

4. PERSONS BOUND AND OTHER PROVISIONS

The obligations hereunder of all Debtors are joint and several. This Agreement benefits Lender, its successors and assigns, and binds Debtor(s) and their respective heirs, personal representatives, successors and assigns. THIS AGREEMENT INCLUDES ADDITIONAL PROVISIONS ON REVERSE SIDE.

COPY

(SEAL)
(TYPE OF ORGANIZATION)
JUSTIN A MEYER, Individually & Sole Proprietor of MEYER'S (ANEVIEV PUB) (SEAL)
Address: 550 WILSON AVENUE (SEE SECTION 20) (SEAL)
SHERBOYGAN WI 53081 (SEAL)
(County) SHERBOYGAN (SEAL)

**ADDITIONAL PROVISIONS**  
**5. SALE AND COLLECTIONS**

(a) **Sale of inventory.** So long as no default exists under any of the Obligations or this Agreement, Debtor may (a) sell inventory in the ordinary course of Debtor's business for cash or on terms customary in the trade, at prices not less than any minimum sale price shown on instruments evidencing Obligations and describing inventory, or (b) lease inventory on terms customary in the trade.

(b) **Verification and notification.** Lender may verify Collateral in any manner, and Debtor shall assist Lender in so doing. Upon default Lender may at any time and Debtor shall, upon request of Lender, notify the account debtors to make payment directly to Lender and Lender may enforce collection of, settle, compromise, extend or renew the indebtedness of such account debtors. Until account debtors are so notified, Debtor as agent of Lender, shall make collections on the Collateral. Lender may at any time notify the balance of any Collateral of Lender's security interest.

(c) **Deposit with Lender.** At any time Lender may require that all proceeds of Collateral received by Debtor shall be held by Debtor upon an express trust for Lender, shall not be commingled with any other funds or property of Debtor and shall be turned over to Lender in precisely the form received (but endorsed by Debtor if necessary for collection) not later than the business day following the day of their receipt. All proceeds of Collateral received by Lender directly or from Debtor shall be applied against the Obligations in such order and at such times as Lender shall determine.

**6. DEBTOR'S COVENANTS**

(a) **Maintenance of Collateral.** Debtor shall maintain the Collateral in good condition and repair and not permit its value to be impaired; keep it free from all liens, encumbrances and security interests (other than Lender's security interest); defend it against all claims and legal proceedings by persons other than Lender; pay and discharge when due all taxes, license fees, levies and other charges upon it; not sell, lease or otherwise dispose of it or permit it to become a fixture or an accession to other goods, except for sales or leases of inventory as provided in this Agreement; not permit it to be used in violation of any applicable law, regulation or policy of insurance; and, as to Collateral consisting of instruments and chattel paper, preserve rights in it against prior parties. Loss of or damage to the Collateral shall not release Debtor from any of the Obligations.

(b) **Insurance.** Debtor shall keep the Collateral and Lender's interest in it insured under policies with such provisions, for such amounts and by such insurers as shall be satisfactory to Lender from time to time, and shall furnish evidence of such insurance satisfactory to Lender. Subject to Lender's satisfaction, Debtor is free to select the insurance agent or insurer through which the insurance is obtained. Debtor assigns (and directs any insurer to pay) to Lender the proceeds of all such insurance and any premium refund, and authorizes Lender to endorse in the name of Debtor any instruments for such proceeds or refunds and, at the option of Lender, to apply such proceeds and refunds to any unpaid balance of the Obligations, whether or not due, and/or to restoration of the Collateral, retaining any excess to Debtor. Lender is authorized, in the name of Debtor or otherwise, to make, adjust and/or settle claims under any credit insurance financed by Lender or any insurance on the Collateral, or cancel the same after the occurrence of an event of default.

(c) **Maintenance of security interest.** Debtor shall pay all expenses and upon request, take any action reasonably deemed advisable by Lender to preserve the Collateral or to establish, determine priority of, perfect, continue perfected, terminate and/or enforce Lender's interest in it or rights under this Agreement.

(d) **Taxes and other charges.** Debtor shall pay and discharge all lawful taxes, assessments and government charges upon Debtor or against its properties prior to the date on which penalties attach, unless and to the extent only that such taxes, assessments and charges are contested in good faith and by appropriate proceedings by Debtor.

(e) **Records and statements.** Debtor shall furnish to Lender financial statements at least annually and such other financial information respecting Debtor at such times and in such form as Lender may request. Debtor shall keep accurate and complete records respecting the Collateral in such form as Lender may approve. At such times as Lender may require, Debtor shall furnish to Lender a statement certified by Debtor and in such form and containing such information as may be prescribed by Lender, showing the current status and value of the Collateral.

(f) **Inspection of Collateral.** At reasonable times Lender may examine the Collateral and Debtor's records pertaining to it, wherever located, and make copies of records. Debtor shall assist Lender in so doing.

(g) **Service charge.** In addition to the required payments under the Obligations and this Agreement, Debtor shall pay Lender's then current service charges for servicing and auditing in connection with this Agreement.

(h) **Chattel paper.** Lender may require that chattel paper constituting Collateral shall be on forms approved by Lender. Debtor shall promptly mark all chattel paper constituting Collateral, and all copies, to indicate conspicuously the Lender's interest and, upon request, deliver them to Lender.

(i) **United States contracts.** If any accounts or contract rights constituting Collateral arose out of contracts with the United States or any of its departments, agencies or instrumentalities, Debtor will notify Lender and execute writings required by Lender in order that all money due or to become due under such contracts shall be assigned to Lender and proper notice of the assignment given under the Federal Assignment of Claims Act.

(j) **Modifications.** Without the prior written consent of Lender, Debtor shall not alter, modify, extend, renew or cancel any accounts or chattel paper constituting Collateral or any Collateral constituting part of the Debtor's borrowing base.

(k) **Retains and repossessions.** Debtor shall promptly notify Lender of the return to or repossession by Debtor of goods underlying any Collateral and Debtor shall hold and dispose of them only as Lender directs.

**7. RIGHTS OF LENDER**

(a) **Authority to perform for Debtor.** Upon the occurrence of an event of default or if Debtor fails to perform any of Debtor's duties set forth in this Agreement or in any evidence of or document relating to the Obligations, Lender is authorized, in Debtor's name or otherwise, to take any such action including without limitation signing Debtor's name or paying any amount so required, and the cost shall be one of the Obligations secured by this Agreement and shall be payable by Debtor upon demand with interest from the date of payment by Lender at the highest rate stated in any evidence of any Obligation but not in excess of the maximum rate permitted by law.

(b) **Charging Debtor's credit balance.** Unless a lien would be prohibited by law or would render a nonexempt account taxable, Debtor grants Lender, as further security for the Obligations, a security interest and lien in any deposit account Debtor may at any time have with Lender and other money now or hereafter owed Debtor by Lender and, in addition, agrees that Lender may, at any time after the occurrence of an event of default, without prior notice or demand, set-off all or any part of the unpaid balance of the Obligations against any deposit balances or other money now or hereafter owed Debtor by Lender.

(c) **Power of attorney.** Debtor irrevocably appoints any officer of Lender as Debtor's attorney, with power after an event of default to receive, open and dispose of all mail addressed to Debtor; to notify the Post Office authorities to change the address for delivery of all mail addressed to Debtor to such address as Lender may designate; and to endorse the name of Debtor upon any instruments which may come into Lender's possession. Debtor agrees that Obligations may be created by drafts drawn on Lender by shippers of inventory named in section 3. Debtor authorizes Lender to honor any such draft accompanied by invoices aggregating the amount of the draft and describing inventory to be shipped to Debtor and to pay any such invoices not accompanied by drafts. Debtor appoints any employee of Lender as Debtor's attorney, with full power to sign Debtor's name on any instrument evidencing an Obligation, or any renewals or extensions, or the amount of such drafts honored by Lender and such instruments may be payable at fixed times or on demand, shall bear interest at the rate from time to time fixed by Lender and Debtor agrees, upon request of Lender, to execute any such instruments. This power of attorney to execute instruments may be revoked by Debtor only by written notice to Lender and no such revocation shall affect any instruments executed prior to the receipt by Lender of such notice. All acts of such attorney are ratified and approved and such attorney is not liable for any act or omission or for any error of judgment or mistake of fact or law.

(d) **Non-liability of Lender.** Lender has no duty to determine the validity of any invoice, the authority of any shipper named in section 3 to ship goods to Debtor or compliance with any order of Debtor. Lender has no duty to protect, insure, collect or realize upon the Collateral or preserve rights in it against prior parties. Debtor releases Lender from any liability for any act or omission relating to the Obligations, the Collateral or this Agreement, except Lender's willful misconduct.

**8. DEFAULT**

Upon the occurrence of one or more of the following events of default:

**Nonperformance.** Debtor fails to pay when due any of the Obligations or to perform, or rectify breach of, any warranty or other undertaking by Debtor in this Agreement or in any evidence of or document relating to the Obligations;

**Inability to Perform.** Debtor, Debtor's spouse or a surety for any of the Obligations dies, ceases to exist, becomes insolvent or the subject of bankruptcy or insolvency proceedings;

**Misrepresentation.** Any representation made to induce Lender to extend credit to Debtor, under this Agreement or otherwise, is false in any material respect when made; or

**Insecurity.** Any other event which causes Lender in good faith to deem itself insecure;

all of the Obligations shall, at the option of Lender and without notice or demand, become immediately payable; and Lender shall have all rights and remedies for default provided by the Wisconsin Uniform Commercial Code, as well as any other applicable law and any evidence of or document relating to any Obligation. With respect to such rights and remedies:

(a) **Repossession.** Lender may take possession of Collateral without notice or hearing, which Debtor waives;

(b) **Assembling collateral.** Lender may require Debtor to assemble the Collateral and to make it available to Lender at any convenient place designated by Lender;

(c) **Notice of disposition.** Written notice, when required by law, sent to any address of Debtor in this Agreement at least 10 calendar days (counting the day of sending) before the date of a proposed disposition of the Collateral is reasonable notice;

(d) **Expenses and application of proceeds.** Debtor shall reimburse Lender for any expense incurred by Lender in protecting or enforcing its rights under this Agreement before and after judgment, including, without limitation, reasonable attorneys' fees and legal expenses of taking possession, holding, preparing for disposition and disposing of Collateral. After deduction of such expenses, Lender may apply the proceeds of disposition to the Obligations in such order and amounts as it elects; and

(e) **Waiver.** Lender may permit Debtor to remedy any default without waiving the default so remedied, and Lender may waive any default without waiving any other subsequent or prior default by Debtor.

**9. INTERPRETATION**

The validity, construction and enforcement of this Agreement are governed by the internal laws of Wisconsin. All terms not otherwise defined have the meanings assigned to them by the Wisconsin Uniform Commercial Code. Invalidity of any provision of this Agreement shall not affect the validity of any

This UCC-1 FINANCING STATEMENT is presented for filing pursuant to the Wisconsin Uniform Commercial Code.

B. Office use only. (Initial Filing Date, Time, Number, etc.)

1. Debtor (Legal Name of Entity Or Last Name If An Individual) Meyer, Judith A. d/b/a MEYER'S LAKEVIEW PUB

1A. Mailing Address 550 Wilson Avenue

1B. City, State, Zip Code Sheboygan, WI 53081

2. Additional Debtor (If Any) (Legal Name of Entity Or Last Name If An Individual)

2A. Mailing Address

2B. City, State, Zip Code

3. Additional Debtor (If Any) (Legal Name of Entity Or Last Name If An Individual)

3A. Mailing Address

3B. City, State, Zip Code

4. Secured Party Name COMMUNITY BANK

Mailing Address 655 S. TAYLOR DRIVE

City, State, Zip Code SHEBOYGAN, WI 53081

5. File With [X] Secretary of State [ ] Reg. of Deeds n/a County

6. No. of Additional Sheets Presented: 0. Attaching additional pages requires non-standard fee.

7. This Financing Statement covers the following types (or items) of Collateral and (7A) if the collateral is crops, the land on which the crops are growing or to be grown;

All equipment, fixtures, inventory including all goods held for sale, lease or demonstration or to be furnished under contracts of service, goods leased to others, trade-ins and repossessions, raw materials, work in process and materials or supplies used and consumed in Debtor's business, document relating to inventory, general intangibles, accounts, contract rights. Chattel paper and instruments, now owned or hereafter acquired by Debtor (or Debtor with spouse) and all additions and accessions to all spare and repair parts, special tools, equipment and replacements for all returned or repossessed goods the sale of which gave rise to, and all proceeds and products of the foregoing collateral, wherever located to secure all debts, obligations and liabilities of any Debtor to any Debtor and another guaranteed or indorsed by any Debtor (obligations).

7B. Proceeds of collateral are covered unless checked [ ]

7C. Products of collateral are covered unless checked [ ]

7D. If checked here [ ] the term "Debtor" refers to a "Lessor", the term "Secured Party" refers to a "Lessor" and this filing is made only for informational purposes to provide notice of a personal property lease of the following:

11. "Continuing Business Relationship" under 5.409.404(1)(C) Wis. Stats. exists if checked [X]

12. NAME OF DEBTOR (IF ENTITY)

By: SIGNATURE

SIGNATURE OF INDIVIDUAL DEBTOR Judith A. Meyer

SIGNATURE OF INDIVIDUAL DEBTOR

SIGNATURE OF INDIVIDUAL DEBTOR

SIGNATURE OF INDIVIDUAL DEBTOR

14. RETURN COPIES TO:

Name Community Bank

Address 655 S Taylor Drive

City, State Sheboygan WI 53081

And Zip Code

Vertical stamp: 2023 JUN 15 10 00 AM

9. 1337 SUBMITTER ACCOUNT NUMBER

(For use only with Secretary of State - frozen assigned number, if any).

10. Assignee Of Secured Party (If any)

Name

Mailing Address

City

State, Zip Code

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above and requests the filing officer to terminate its interest of record.

By: SIGNATURE OF SECURED PARTY OR ASSIGNEE OR ITS AGENT - TITLE

Thomas Brickley

TYPE/PRINT NAME OF SECURED PARTY OF RECORD

By: SIGNATURE OF SECURED PARTY OF RECORD OR ITS AGENT. NOT VALID UNTIL SIGNED

DATED: 6/15/2023

15. CONTACT PERSON

Thomas Brickley

614-459-4444

PHONE NUMBER

EVLUIDIT

**B S L B V** BARRICK, SWITZER, LONG, BALSLEY & VAN EVERA, LLP  
ATTORNEYS AT LAW SINCE 19388833 STALTER DRIVE • ROCKFORD, ILLINOIS 61108  
815-962-8811 • FAX 815-962-0887  
www.bslbv.comAdam S. Long  
along@bslbv.com**NOTICE OF DEFAULT & ACCELERATION****Via Certified Mail, Return Receipt Requested**

April 24, 2023

Judith A. Meyer d/b/a Meyer's Lakeview Pub  
2925 Lakeshore Drive  
Sheboygan, WI 53081**RE: Wisconsin Bank & Trust  
Mortgage Loan No. 1650  
Real Estate Security Agreement dated June 17, 2013  
Promissory Note dated June 17, 2018  
Notice of Default**

Dear Ms. Meyer:

Please be advised that my law firm and I represent Wisconsin Bank &amp; Trust ("Lender") with respect to the above.

**This letter constitutes formal notice by Lender to you that you are in default under the terms of the documents creating and securing your Loan described above, including the Promissory Note dated June 17, 2018 ("Note"), Real Estate Security Agreement dated June 17, 2013 ("Security Agreement"), and Mortgage Loan No. 1650 ("Mortgage") (collectively, the "Security Instruments"). You are in default for failing to make installment payments to Lender in the monthly amounts of \$887.34 due on March 17, 2023 and \$991.00 due on April 17, 2023, along with corresponding late fees pursuant to the terms of the Security Instruments.**

Specifically, you are in default pursuant to the following provisions of the Security Instruments:

**EXHIBIT E**

- **Mortgage: Section 16 A: "Mortgagor will be in default if any of the following occur: Any party obligated on the Secured Debt fails to make payment when due"; and**
- **Note: "Each of the following shall constitute an event of default...under this Note: Payment Default. Borrower fails to make any payment when due under this Note."**

Please be further advised that, pursuant to rights expressly granted to the Lender in each of the Security Instruments, the Lender may accelerate the debt owed to it if you are in default and the Lender has elected to do so. **This letter shall accordingly constitute formal notice of acceleration of any and all amounts owed under the Security Instruments to Lender as set forth more fully below.** The acceptance by Lender of any sum in payment or partial payment after the balance has been accelerated shall not constitute a waiver, implied or otherwise, of Lender's right to require complete cure of the default.

The amount presently due, as of 4/20/23, to Lender is itemized as follows:

<b>Principal Amount</b>	<b>\$37,459.01</b>
<b>Interest Due</b>	<b>\$0.00</b>
<b>Late Charges Due</b>	<b>\$107.40</b>
<b>Escrow Balance</b>	<b>\$1,625.01 (Credit)</b>
<b>Payoff Interest per diem</b>	<b>10.405280 %</b>
<b>Unapplied Funds</b>	<b>\$0.00</b>
<b>Unpaid Loan Fees</b>	<b>\$0.00</b>
<b>Total of Other Rebates</b>	<b>\$0.00</b>
<b><u>Balance Due to Lender through 4/20/23</u></b>	<b><u>\$35,941.40</u></b>

To cure the default, please remit immediate payment in the amount of **\$1,985.74** (March payment, plus April payment, plus late charges due) to Lender at the following address in accordance with the terms of the Note:

**Wisconsin Bank & Trust  
Sheboygan Downtown  
604 North 8<sup>th</sup> Street  
Sheboygan, WI 53081-4503**

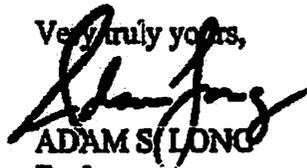
Pursuant to the terms of the Note, upon default, the interest rate on any amounts due and owing shall be increased to 15 % per annum based on a year of 360 days. Additionally, each of the Security Instruments provides that Lender is entitled to recover reasonable attorneys' fees and costs of enforcement from you, even if suit is not filed. It is in your best interest to immediately resolve the amounts due and owing on this account in order to avoid further accumulation of interest, fees, and charges. If payment is not received in full within thirty (30) days, Lender will have no choice but to institute foreclosure proceedings against you and the property.

The acceptance by Lender of any sum in payment or partial payment after the balance has been accelerated shall not constitute a waiver, implied or otherwise, of Lender's right to require complete cure of the default, nor shall it relieve you from making all other payments as they become due.

Please be further advised that Lender has previously tendered notice to you of its intent not to renew your Loan via written correspondence dated January 20, 2023. A copy of that correspondence is enclosed herein for your reference. The Lender reiterates this position to you via this notice.

Please contact my office if you have any questions. Thank you.

Very truly yours,



ADAM S. LONG  
Enclosure

**THE PURPOSE OF THIS LETTER IS TO COLLECT A DEBT.**  
**ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.**

**NOTICE PURSUANT TO THE  
FAIR DEBT COLLECTION  
PRACTICES ACT  
15 U.S.C. Section 1601 as Amended**

1. **The amount of the debt is stated in the correspondence attached hereto.**
2. **The party named in the attached correspondence is the creditor to whom the debt is owed or is the servicing agent for the creditor whom the debt is owed.**
3. **Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume the debt is valid.**
4. **If you notify this office within 30 days after receiving this notice, this office will obtain verification of the debt and mail you a copy of such verification.**
5. **If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.**
6. **Nothing in this notice should be construed as an agreement to extend or stay any time periods established by law with respect to the litigation which is the subject of the attached motion.**
7. **Written requests should be addressed to Barrick, Switzer, Long, Balsley & Van Evera, LLP c/o Adam S. Long, 6833 Stalter Drive, Rockford, Illinois 61108.**
8. **Please be advised that this is an attempt to collect a debt. Any information obtained will be used for that purpose.**

**PAYOFF STATEMENT**As Of: **Thursday, June 8, 2023**Property: **560 Wilson Ave & 2925 Lakeshore Dr. Sheboygan WI****LOAN**

Customer Name(s):	Judith A Meyer
Loan Number:	48850
Loan Date:	6/17/2013
Original Amount:	\$63,980.47
Interest Rate:	9.75%
Maturity Date:	6/17/2023
Principal Balance:	\$ 37,009.60
Interest Due:	\$ 84.83
Late Charges Due:	\$ 107.40
Escrow Credit/Shortage:	\$ (1,952.93)
Loan Fees:	\$ -
Prepayment Penalty:	\$ -
Other:	\$ -
Payoff:	\$ 35,258.90
Payoff per diem interest:	\$ 10.637455

**EXPENSES**

Appraisal Fees:	\$ -
Environmental Fees:	\$ -
Title Fees:	\$ -
Attorney Fees:	\$ -
Release - Recording Fees:	\$ -
UCC Termination Fees:	\$ -
Other:	\$ -

**SUBTOTALS**

Loan:	\$ 35,258.90
Credit Cards:	\$ -
Expenses:	\$ -

**GRAND TOTAL****\$ 35,258.90**

*Payoff figures are subject to change with any adjustments that may be made to the loan. (This includes, but are not limited to, payments, disbursements, late charges, escrow disbursements, dishonored payments or any required adjustments to the loan). Please contact our office to obtain an updated payoff statement if necessary. Payoff quotes are subject to final audit. The Bank reserves the right to return any payoff quotes, which are not sufficient, or to use any suspended funds to payoff the loan in full without prior written consent.*

*Payoff funds must be submitted in the form of a cashier's check, certified funds or wired funds.*

**\*\*If funds are sent after 2:00pm CST on date of payoff, include one additional per diem of interest**

**WIRING INSTRUCTIONS**

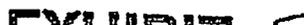
Bank Name: Wisconsin Bank & Trust  
 City and State: Denver CO  
 ABA Number:  
 Telephone: (800) 397-2000  
 Account Number:   
 Customer Name: Judith A Meyer  
 Attention:

**Dave Peck, VP**  
 Loan Officer, Title

630-258-8318  
 Phone

dpeck@htlf.com  
 Email

**Jessica Montgomery, Loan Support**



jmontgomery@htlf.com

 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI &amp; BII (Cont.)</b>	

Commitment No.: 2023-28999-14

Revision:

**SCHEDULE B, PART II****Exceptions (Continued)**

**FOR INFORMATIONAL PURPOSES:** Taxes for the year 2022 in the amount of \$3,291.06, and all previous years have been paid in full.

10. Mortgage from Judith A. Meyer, a single person to Community Bank & Trust, in the originally stated amount of \$65,000.00, dated June 24, 2005, recorded June 27, 2005, as Document No. 1769004 .  
NOTE: The Mortgage set forth above appears to secure a revolving line of credit. If the mortgage is to be paid off through the Company or other Settlement/Escrow Agent it is a requirement that current final pay-off figures closing the account must be obtained together with the necessary consents and/or directions from the borrower to the lender directing that said loan not be re-advanced, that the account be closed, and the mortgage be released of record.
11. Mortgage from Judith A. Meyer, Iris J. Sacher & Joseph J. Sacher to City of Sheboygan Department of City Development, in the originally stated amount of \$16,000.00, dated August 11, 1995, recorded August 14, 1995, as Document No. 1452354 .  
Said Mortgage was subordinated by a Subordination Agreement recorded on June 27, 2005, as Document No. 1769003 .
12. Real Estate Security Agreement from Judith A. Meyer to Community Bank & Trust, dated June 17, 2013 recorded June 24, 2013, in Volume n/a, Page n/a, Document No. 1970790 .  
NOTE The Mortgage set forth above appears to secure a revolving line of credit. If the mortgage is to be paid off through the Company or other Settlement/Escrow Agent it is a requirement that current final pay-off figures closing the account must be obtained together with the necessary consents and/or directions from the borrower to the lender directing that said loan not be re-advanced, that the account be closed, and the mortgage be released of record.
13. Judgment docketed in Circuit Court for Sheboygan County on March 31, 2023, Case No. 2023TW000068 , in favor of Department of Revenue creditor, vs. Judith Ann Meyer defendant, in the sum of \$1,285.35, no attorney listed.
14. Judgment docketed in Circuit Court for Sheboygan County on March 31, 2023, Case No. 2023TW000073 , in favor of Department of Revenue creditor, vs. Judith Ann Meyer defendant, in the sum of \$812.45, no attorney listed.

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

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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI &amp; BII (Cont.)</b>	

Commitment No.: 2023-28999-14

Revision:

**SCHEDULE B, PART II**

**Exceptions (Continued)**

15. Judgment docketed in Circuit Court for Sheboygan County on March 31, 2023, Case No. 2023TW000070 .pdf), in favor of Department of Revenue creditor, vs. Judith Ann Meyer defendant, in the sum of \$822.90, no attorney listed.
16. Judgment docketed in Circuit Court for Sheboygan County on March 31, 2023, Case No. 2023TW000069 , in favor of Department of Revenue creditor, vs. Judith Ann Meyer defendant, in the sum of \$1,406.47, no attorney listed.
17. Judgment docketed in Circuit Court for Sheboygan County on March 31, 2023, Case No. 2023TW000075 , in favor of Department of Revenue creditor, vs. Judith Ann Meyer defendant, in the sum of \$981.12, no attorney listed.
18. Judgment docketed in Circuit Court for Sheboygan County on March 31, 2023, Case No. 2023TW000071 , in favor of Department of Revenue creditor, vs. Judith Ann Meyer defendant, in the sum of \$882.56, no attorney listed.
19. Judgment docketed in Circuit Court for Sheboygan County on March 31, 2023, Case No. 2023TW000072 .pdf), in favor of Department of Revenue creditor, vs. Judith Ann Meyer defendant, in the sum of \$975.43, no attorney listed.
20. Judgment docketed in Circuit Court for Sheboygan County on March 31, 2023, Case No. 2023TW000074 .pdf), in favor of Department of Revenue creditor, vs. Judith Ann Meyer defendant, in the sum of \$619.71, no attorney listed.
21. Rights of the public in and to that portion of the insured premises lying within the limits of the public roads and/or right-of-ways.
22. Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.
23. Encroachment Agreement recorded January 17, 1994, in Volume 1325, Page 740/1, Document No. 1395438 .
24. Ordinance with Easement recorded July 28, 1967, in Volume 516, Page 513/4, Document No. 893464 .
25. Ordinance with Easement recorded December 23, 1966, in Volume 499, Page 38/9, Document No. 887312 .pdf).

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

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SERVED 07-23-23 AT 203 P.M.  
AT 828 CENTER AVE CITY OF SHEBOY  
ON CITY CLERK MEREDITH DEBRUIN  
BY DEP. J. A. BREEDUNG