FINANCE AND PERSONNEL COMMITTEE MEETING AGENDA

July 13, 2026 at 6:00 PM

Council Chambers, 828 Center Avenue, Sheboygan, WI

Notice that the Finance and Personnel Committee will meet at 6:00 p.m. or immediately following the Public Works Committee meeting.

This meeting may be viewed LIVE on:
Charter Spectrum Channel 990, AT&T U-Verse Channel 99
and: www.wscssheboygan.com/vod.

It is possible that a quorum (or a reverse quorum) of the Sheboygan Common Council or any other City committees/boards/commissions may be in attendance, thus requiring a notice pursuant to State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553,494 N.W.2d 408 (1993).

Persons with disabilities who need accommodations to attend this meeting should contact the Finance Department at 920-459-3311. Persons other than council members who wish to participate remotely shall provide notice to the Finance Department at 920-459-3311 by 12:00 p.m. on meeting day to be called upon during the meeting. All Committee members may attend the meeting remotely.

OPENING OF MEETING

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Minutes**
   Finance and Personnel Committee Meeting held on June 22, 2026
5. **Public Comment**
   Limit of three minutes per person with comments limited to items on this agenda.

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. Report 17-26-27 by City Clerk submitting a Summons and Complaint in the matter of Wilmington Savings Fund Society vs. Bruyette Enterprises North LLC et. al. HOLD
7. Report 18-26-27 by City Clerk submitting a Summons and Complaint in the matter of UMB Bank vs. Bruyette Enterprises North, LLC et al. HOLD
8. Res. No. 49-26-27 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to engage Ehlers & Associates to prepare and present supplemental

information for the Joint Review Board in conjunction with the Tax Increment District annual reports.

9. Res. No. 50-26-27 by Alderpersons Mitchell and Perrella authorizing the Finance Director to make all necessary accounting entries in the City’s General Ledger to close the existing Park Impact Fee Fund and transfer its remaining balance to the newly established Park Impact Fee Fund.

TENTATIVE DATE OF NEXT REGULAR MEETING

10. Tentative Next Meeting Date - July 27, 2026

ADJOURN MEETING

11. Motion to Adjourn

In compliance with Wisconsin's Open Meetings Law, this agenda was posted in the following locations more than 24 hours prior to the time of the meeting:

City Hall • Mead Public Library
Sheboygan County Administration Building • City's website

CITY OF SHEBOYGAN
REPORT 17-26-27

BY CITY CLERK.

JULY 13, 2026.

Submitting a Summons and Complaint in the matter of Wilmington Savings Fund Society vs. Bruyette Enterprises North LLC et. al.

Item 6.

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

STATE OF WISCONSIN CIRCUIT COURT: SHEBOYGAN COUNTY

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

Plaintiff,

vs.

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

Alexander Bruyette
618 Erie Ave.
Sheboygan, WI 53081,

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

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

Defendants.

File No.

WI260053

SUMMONS

Foreclosure of Mortgage: 30404

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

Process Server:__________
Date:________ Time:________
Address of Service:__________

Person
Served:________ ________

6/4/26
3:31
Government
Nicole DeBruin

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

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

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

If you do not provide a proper answer within the time period as stated above, the Court may grant Judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A Judgment may be enforced as provided by law. A Judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated: May 26, 2026

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

By: ____/s/ Janelle G. Ewing_____

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

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

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

STATE OF WISCONSIN CIRCUIT COURT: SHEBOYGAN COUNTY

Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as owner trustee for Verus Securitization Trust 2024-7 55 Beattie Pl Greenville, SC 29603,	File No. WI260053 **COMPLAINT** Foreclosure of Mortgage: 30404

Plaintiff,

vs.

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

Alexander Bruyette
618 Erie Ave.
Sheboygan, WI 53081,

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

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

Defendants.

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

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

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

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

4. Plaintiff is the current holder of the Note.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREFORE, the Plaintiff demands:

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

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

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

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

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

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

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

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

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

COUNT II – BREACH OF GUARANTY

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

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

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

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

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

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

7. Plaintiff has performed as covenanted.

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

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

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

REQUEST FOR RELIEF

Plaintiff requests:

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

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

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

Dated: May 26, 2026

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

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

Exhibit A

PROMISSORY NOTE
(Wisconsin)

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

[redacted]

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

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

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

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

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

First Payment Due Date: August 1, 2024.

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

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

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

Loan: The loan evidenced by this Note.

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

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

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

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

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

Prepayment Premium End Date: July 1, 2025.

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

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

B. Address for Payment; Manner of Payment.

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

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

C. Payments.

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

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

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

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

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

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

[redacted]

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

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

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

G. **Late Charge.**

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

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

H. **Default Rate.**

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

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

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

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

J. Voluntary and Involuntary Prepayments.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

S. Notices; Written Modifications.

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

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

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

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

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

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

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

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

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

SIGNATURE(S) ON FOLLOWING PAGE(S)

BORROWER:

BRUYETTE ENTERPRISES NORTH LLC,
a Wisconsin limited liability company

By: ______________________________
ALEXANDER BRUYETTE,
Managing Member

(SEAL)

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

PAY TO THE ORDER OF ______________________________, WITHOUT RECOURSE.

Dated as of ____________________, 20___.

HOMETOWN EQUITY MORTGAGE, LLC,
a Missouri limited liability company

By: ______________________
Name: ______________________
Title: ______________________

(SEAL)

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

PAY TO THE ORDER OF ______________________________, WITHOUT RECOURSE

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

HOMETOWN EQUITY MORTGAGE, LLC,
a Missouri limited liability company

By
Name
Title

(SEAL)

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

Exhibit B

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

MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

(Wisconsin)

Document Number

Document Title

Recording Area

Name and Return Address

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

59281624000

Parcel Identification Number

This Instrument was drafted by:
HOMETOWN EQUITY MORTGAGE, LLC
25531 Commercentre Drive, #250
Lake Forest, CA 92630
Attn: Beto Soto

[redacted]

MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

(WISCONSIN)

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

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

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

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

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

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

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

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

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

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

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

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

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

"Hazardous Materials Laws" means all federal, state, and local laws, ordinances and regulations and standards, rules, policies and other governmental requirements, administrative rulings and court judgments and decrees in effect now or in the future and including all amendments, that relate to Hazardous Materials or the protection of human health or the environment and apply to Borrower or to the Mortgaged Property. Hazardous Materials Laws include, but are not limited to, the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, *et seq.*, as amended by the Superfund Amendments Reauthorization Act of 1986, the Materials Transportation Act, 49 U.S.C. Section 1801 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.*, the Toxic Substance Control Act, 15 U.S.C. Section 2601, *et seq.*, the Clean Water Act, 33 U.S.C. Section 1251, *et seq.*, the Emergency Planning and Community Right-to-Know Act of 1986, as amended, the Solid Waste Disposal Act, as amended, the Clean Air Act, as amended, the Safe Drinking Water Act, as amended, the Occupational Safety and Health Act, as amended, and the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, and their state analogs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G. PROTECTION OF LENDER'S SECURITY.

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

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

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

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

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

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

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

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

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

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

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

M. GOVERNING LAW; CONSENT TO JURISDICTION AND VENUE.

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

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

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

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

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

Q. RELATIONSHIP OF PARTIES; NO THIRD PARTY BENEFICIARY.

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

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

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

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

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

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

V. ACCELERATION; REMEDIES.

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

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

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

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

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

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

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

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

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

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

DD. MERS PROVISIONS.

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

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

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

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

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

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

ATTACHED EXHIBIT. The following Exhibit is attached to this Instrument:

Exhibit "A" Description of the Land

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

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

SIGNATURE(S) ON FOLLOWING PAGE(S)

BORROWER:

BRUYETTE ENTERPRISES NORTH LLC,
a Wisconsin limited liability company

By: ______________________
ALEXANDER BRUYETTE,
Managing Member

(SEAL)

State of Wisconsin)
) ss.
County of Manitowoc)

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

☐ personally known to me - OR –

☒ proved to me on the basis of satisfactory evidence

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

WITNESS my hand and official seal.

TAMMY P. FISCHER
NOTARY PUBLIC
STATE OF WISCONSIN

Tammy P Fischer

Signature of Notary Public
Tammy P. Fischer

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

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

Place Notary Seal and/or Any Stamp Above

Wisconsin Mortgage
[redacted]

EXHIBIT "A"
DESCRIPTION OF THE LAND

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

see legal description attached

APN: 59281624000

PROPERTY ADDRESS: 1621 MEHRTENS AVE, SHEBOYGAN, WI 53081

LEGAL DESCRIPTION

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

Tax Parcel No. 59281624000

1

[redacted]

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

Exhibit C

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

ASSIGNMENT OF MORTGAGE

WHEN RECORDED MAIL TO: **FIRST AMERICAN MORTGAGE SOLUTIONS**
1795 INTERNATIONAL WAY, IDAHO FALLS, ID 83402
PIN NO. **59281624000**

WISCONSIN
COUNTY OF SHEBOYGAN
[redacted]

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

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned has caused this Instrument to be executed on MAR 2 5 2026.

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

JANALYNNE HEDDEN, VICE PRESIDENT

STATE OF **SOUTH CAROLINA** COUNTY OF **GREENVILLE**) ss.

On MAR 2 5 2026, before me, Jennifer Korn, personally appeared **JANALYNNE HEDDEN** known to me to be the **VICE PRESIDENT** of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS MORTGAGEE, AS NOMINEE FOR HOMETOWN EQUITY MORTGAGE, LLC, ITS SUCCESSORS AND ASSIGNS** the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Jennifer Korn (COMM. EXP. JUN 1 3 2029)
NOTARY PUBLIC

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

[redacted]

Page 1 of 1

[redacted]

Item 6.

Exhibit D

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

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

Alexander Bruyette
618 Erie Ave.
Sheboygan, WI 53081

FIRST-CLASS

[redacted]

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

SAYER
LAW GROUP, PC

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

February 25, 2026

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

NOTICE OF RIGHT TO CURE DEFAULT

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

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

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

Dear Borrower:

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

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

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

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

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

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

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

PAYMENT MUST BE IN THE FORM OF CERTIFIED FUNDS.

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

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

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

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

Sincerely,

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

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

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

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

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

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

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

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FOR RESIDENTS OF MN: (For hospital collections only): You can renew the debt and start the time for filing of a lawsuit against you to collect the debt if you do any of the following: make a payment of the debt; sign a paper in which you admit that you owe the debt or in which you make a new promise to pay; sign a paper in which you give up ("waive") your right to stop the debt collector from suing you in court to collect the debt.

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

SAYER
LAW GROUP, PC

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

February 25, 2026

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

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SAYER
LAW GROUP, PC

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

February 25, 2026

Alexander Bruyette
618 Erie Ave.
Sheboygan, WI 53081

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Exhibit E

GUARANTY

(Wisconsin)

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

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

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

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

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

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

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

   (a) The entire Indebtedness;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE(S) ON FOLLOWING PAGE(S)

GUARANTOR:

_________________________ (SEAL)
ALEXANDER BRUYETTE

CITY OF SHEBOYGAN
REPORT 18-26-27

BY CITY CLERK.

JULY 13, 2026.

Submitting a Summons and Complaint in the matter of UMB Bank vs. Bruyette Enterprises North, LLC et al.

Item 7.

FILED
06-18-2026
Sheboygan County
Clerk of Circuit Court
2026CV000412
Honorable Samantha R. Bastil
Branch 1

STATE OF WISCONSIN CIRCUIT COURT: SHEBOYGAN COUNTY

UMB Bank, National Association, Not In Its Individual Capacity But Solely As Owner Trustee For Verus Securitization Trust 2024-6 55 Beatie PL. Greenville, SC29603-0826, Plaintiff, vs. Bruyette Enterprises North, LLC 303 Wisconsin Ave., Sheboygan, WI 53081, City of Sheboygan 303 Wisconsin Ave., Sheboygan, WI 53081, Unknown Tenants, if any, of 303 Wisconsin Ave. Sheboygan, WI 53081, Defendants.	File No. WI260063 **SUMMONS** Foreclosure of Mortgage: 30404

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

Process Server: ____________________
Date: ______________ Time: ______________
Address of Service: ____________________

Person
Served: ____________________

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

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

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

If you do not provide a proper answer within the time period as stated above, the Court may grant Judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A Judgment may be enforced as provided by law. A Judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated: June 17, 2026

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

By: __/s/ Janelle G. Ewing______

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

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

Item 7.

FILED
06-18-2026
Sheboygan County
Clerk of Circuit Court
2026CV000412
Honorable Samantha R. Bastil
Branch 1

STATE OF WISCONSIN CIRCUIT COURT: SHEBOYGAN COUNTY

UMB Bank, National Association, Not In Its Individual Capacity But Solely As Owner Trustee For Verus Securitization Trust 2024-6 55 Beatie PL. Greenville, SC29603-0826, Plaintiff, vs. Bruyette Enterprises North, LLC 303 Wisconsin Ave., Sheboygan, WI 53081, City of Sheboygan 303 Wisconsin Ave., Sheboygan, WI 53081, Unknown Tenas, if any, of 303 Wisconsin Ave. Sheboygan, WI 53081, Defendants.	File No. WI260063 **COMPLAINT** Foreclosure of Mortgage: 30404

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

1. UMB Bank, National Association, not in its individual capacity but solely as owner trustee for Verus Securitization Trust 2024-6 (Plaintiff) is duly authorized to transact business herein and to bring this action. Plaintiff has its principal place of business in the State of South Carolina.

2. Defendant(s) Bruyette Enterprises North LLC by Alexander William Bruyette, authorized member. Said Defendant(s) reside in the County of Sheboygan, State of Wisconsin.

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

4. Plaintiff is the current holder of the Note.

5. Borrower defaulted under the terms of the Note by failing to timely make payments. Thus, Plaintiff, at its option as provided in the Note, declared the total amount immediately due and payable. The principal balance due Plaintiff as of May 26, 2026 is $115,369.37 together with interest from that date.

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

7. The Note is secured by the terms of a mortgage signed by Bruyette Enterprises North LLC by Alexander William Bruyette, authorized member (Mortgagor) and duly recorded in the Register of Deeds office for Sheboygan County (Mortgage), on March 20, 2024 as Document# 2161747 which was then corrected by Correction Instrument dated 4/16/2024 recorded as Document# 2162779 on 4/19/2024. A true copy of which is attached as Exhibit B and is incorporated by reference.

8.The Mortgage is now held by Plaintiff by virtue of an assignment of mortgage (AOM), a true copy of said AOM, and any prior recorded AOMs in the chain of title are attached as Exhibit C and are incorporated by reference.

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

10. City of Sheboygan is also joined as a Defendant due to the following apparent interest in the Mortgaged Premises (type of interest -- identifier): A) Judgment Liens -- Case No. 2026TJ000009, 2026TJ000010, 2026TJ000011, 2026TJ000012, 2026TJ000013, 2026TJ000014, 2026TJ000015, 2026TJ000016, 2026TJ000017, 2026TJ000018, 2026TJ000019, and 2026TJ000054.

11. Unknown Tenants, if any, of 303 Wisconsin Ave., Sheboygan, WI 53081 is also joined as a Defendant due to the following apparent interest in the Mortgaged Premises (type of interest -- identifier): A) Possible Leasehold Interest -- 303 Wisconsin Ave., Sheboygan, WI 53081.

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

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

14. The Mortgaged Premises consists of a lot with a single family residence thereon located at 303 Wisconsin Ave., Sheboygan, WI 53081, which is upon information and belief homestead property, and which cannot be sold in part or parcel without injury to the rights of the parties thereto.

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

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

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

WHEREFORE, the Plaintiff demands:

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

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

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

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

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

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

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

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

That upon application to the Court by Plaintiff, a receiver be appointed with power to collect rent and profits arising out of the Mortgaged Premises during the pendency of this action until the sale; and,

That the Plaintiff has such other further Judgment, order, or relief as may be considered just and equitable.

Dated: June 17, 2026

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

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

Item 7.

EXHIBIT A

FILED
06-18-2026
Sheboygan County
[redacted]urt
2026CV000412
Honorable Samantha R. Bastil
Branch 1

NOTE

March 19, 2024
[Note Date]

Miami Lakes,
[City]

Florida
[State]

303 Wisconsin Ave, Sheboygan, WI 53081
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan in the amount of U.S. **$116,675.00** (the "Principal") that I have received from **MCM Holdings Inc., an S Corporation**

(the "Lender"), I promise to pay the Principal, plus interest, to the order of the Lender. I will make all payments under this Note in U.S. currency in the form of cash, check, money order, or other payment method accepted by Lender.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid Principal until the full amount of the Principal has been paid. I will pay interest at a yearly rate of **9.500 %.**

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

Solely for the purpose of computing interest, a Monthly Payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month. This amount is called my "Monthly Payment."

I will make my Monthly Payment on the **1st** day of each month beginning on **May 1, 2024.** I will make these payments every month until I have paid all of the Principal and interest and any other charges described below that I may owe under this Note. Each Monthly Payment will be applied to interest before the Principal. If, on **April 1, 2054,** I still owe amounts under this Note, I will pay those amounts on that date, which is called the "Maturity Date."

I will make my Monthly Payments at **14100 Palmetto Frontage Road**
Miami Lakes, FL 33016

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My Monthly Payment will be in the amount of U.S. **$981.07.** This payment amount does not include any property taxes, insurance, or other charges that I may be required to pay each month.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "Prepayment." When I make a Prepayment, I will notify the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the Monthly Payments then due under this Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my Monthly Payment unless the Note Holder agrees in writing to those changes.

[redacted]

[redacted]

[redacted]

5. **LOAN CHARGES**

If applicable law sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. **BORROWER'S FAILURE TO PAY AS REQUIRED**

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any Monthly Payment by the end of **15** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.000 %** of my overdue Monthly Payment. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each Monthly Payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of unpaid Principal, all the interest that I owe on that amount, and other charges due under this Note (the "Default Balance"). That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

If I am in default and the Note Holder does not require me to pay the Default Balance immediately as described above, the Note Holder will still have the right to do so if I continue to be in default or if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay the Default Balance immediately as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees and costs.

7. **GIVING OF NOTICES**

(A) Notice to Borrower

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it, or by mailing it by first class mail, to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address. I will promptly notify the Note Holder of any change to my physical address and of any change to my mailing address. Unless applicable law requires otherwise, notice may instead be sent by e-mail or other electronic communication if agreed to by me and the Note Holder in writing and if I have provided the Note Holder with my current e-mail address or other electronic address. If I have agreed with the Note Holder that notice may be given by e-mail or other electronic communication, I will promptly notify the Note Holder of any changes to my e-mail address or other electronic address.

(B) Notice to Note Holder

Any notice that I must give to the Note Holder under this Note will be delivered by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. **OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety, or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety, or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. **WAIVERS**

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

Item 7.

[redacted]

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Mortgage Deed, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument also describes how and under what conditions I may be required to make immediate payment of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, Lender will not exercise this option if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender will give Borrower notice of acceleration. The notice will provide a period of not less than 30 days from the date the notice is given in accordance with Section 16 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to, or upon, the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower and will be entitled to collect all expenses incurred in pursuing such remedies, including, but not limited to: (a) reasonable attorneys' fees and costs; (b) property inspection and valuation fees; and (c) other fees incurred to protect Lender's Interest in the Property and/or rights under this Security Instrument.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

BRUYETTE ENTERPRISES NORTH LLC

______________________________ (Seal)

BY ALEXANDER WILLIAM BRUYETTE - AUTHORIZED MEMBER

[Sign Original Only]

Lender: MCM Holdings Inc.
[redacted]
Broker: Halo Mortgage LLC
[redacted]
Loan Originator: Joey Shimkonis
[redacted]

[redacted]

[redacted]

PREPAYMENT RIDER

THIS PREPAYMENT RIDER is made **3/19/2024** and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to **MCM Holdings Inc.** (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

303 Wisconsin Ave

Sheboygan, WI 53081

[Property Address]

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

Borrower may prepay the Note in part or in full prior to the Maturity Date provided that Borrower:

(a)shall provide Lender with written notice of (i) Borrower's intention to prepay the Note in full by requesting a payoff letter or (ii) Borrower's making of a partial prepayment and the amount thereof; and

(b)commencing on the date hereof and continuing until **3/19/2026** (the "Prepayment Term"), Borrower shall pay a prepayment premium to Lender simultaneously with the prepayment calculated on the amount prepaid as follows:

The prepayment charge shall be equal to **FIVE (5%) PERCENT** of the amount prepaid. The prepayment charge shall be assessed if the Note is paid due to sale or refinance of the Property.

Notwithstanding the above, a prepayment premium will not be assessed to Borrower:
(a)as to payments from either casualty loss insurance proceeds or a condemnation award applicable to the Property, or
(b)if a full prepayment is made during the ninety (90) day period immediately preceding the Maturity Date.

Any prepayment of principal resulting from an acceleration of the Note following the occurrence of a default will incur a prepayment charge.

No prepayment charge will be assessed for any prepayment made after the Prepayment Term.

The Note Holder will apply all prepayments to reduce the amount of principal that Borrower owes under the Note. However, the Note Holder may apply Borrower's prepayment to the accrued and unpaid interest on the prepayment amount, before applying Borrower's prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no change in the due dates of Borrower's monthly payments unless the Note Holder agrees in writing to those changes.

The Note Holder's failure to collect a prepayment charge at the time a prepayment is required shall not be deemed a waiver of such charge and any such charge calculated in accordance with this Rider shall be payable on demand.

All other provisions of the Security Instrument are unchanged by this Rider and remain in full force and effect.

[redacted]

NOTICE TO BORROWER

Do not sign this Addendum before you read it. This Addendum provides for the payment of a prepayment charge if you wish to repay the loan prior to the date provided for repayment in the Note.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

BRUYETTE ENTERPRISES NORTH LLC

_______________________________________ (Seal)
BY ALEXANDER WILLIAM BRUYETTE - AUTHORIZED MEMBER

[redacted]

ALLONGE TO NOTE

[redacted]

LOAN AMOUNT **$116,675.00**

PROPERTY ADDRESS **303 Wisconsin Ave**
Sheboygan, WI 53081

ALLONGE TO NOTE DATED **March 19, 2024**

IN FAVOR OF **MCM Holdings Inc., an S Corporation**

AND EXECUTED BY **Alexander William Bruyette**

PAY TO THE ORDER OF

WITHOUT RECOURSE **MCM Holdings Inc., an S Corporation**

BY ______________________

TITLE **Heather Camus**
Vice-President

[redacted]
ICE Mortgage Technology, Inc

[redacted]

[redacted]

Item 7.

EXHIBIT B

FILED
06-18-2026
Sheboygan County
Clerk of Circuit Court
2026CV000412
Samantha R.
Branch 3

State Bar of Wisconsin Form 00-2011
CORRECTION INSTRUMENT
Under Wis. Stat. § 706.085

Document Number | Document Name

2162779
SHEBOYGAN COUNTY WI
RECORDED ON
04/19/2024 02:29 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
[redacted]
TRANSFER FEE:
EXEMPTION #
Cashier ID: 7
PAGES: 19
Electronically Recorded.
Returned to Submitter.
Recording Area

Name and Return Address
NEW Title Services, Inc.
2830 E John Street
Appleton, WI 54915

59281112740
Parcel Identification Number (PIN)

Undersigned hereby states that a certain document ("conveyance") titled as Mortgage (type of document), and executed between Bruyelle Enterprises North LLC, Grantor, and MCM Holdings Inc., Grantee, was recorded in Sheboygan County, Wisconsin, on March 20, 2024, in volume NA, page NA, as document number 2161747, and contained the following error:

The Prepayment Rider states the lender as Visionary Lenders (see line 3)

Undersigned makes this Correction Instrument for the purpose of correcting the conveyance as follows:

The Prepayment Rider should state the lender as MCM Holdings Inc. (see attached Exhibit A)

The basis for Undersigned's personal knowledge is (check one):

- [ ] Undersigned is the Grantor/Grantee of the property described in the conveyance.
- [x] Undersigned is the drafter of the conveyance that is the subject of the Correction Instrument
- [ ] Undersigned is the settlement agent in the transaction that is the subject of this Correction Instrument
- [ ] Other (Explain):

A copy of the conveyance (in part or whole) [x] is [ ] is not attached to this Correction Instrument (if a copy of the conveyance is not attached, attach the legal description).

Undersigned has sent notice of the execution and recording of this Correction Instrument by 1st class mail to all parties to the transaction that was the subject of the conveyance at their last known addresses. MCM Holdings Inc

Dated 4/16/24.

(SEAL)
* Heather Camus

AUTHENTICATION

Signature of Heather Camus

authenticated on ______.

* ______

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, ______
authorized by Wis. Stat. §706.06)

THIS INSTRUMENT DRAFTED BY:
Tammy Fischer on behalf of NEW Title Services, Inc.
NEW-24-11314

ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss
MIAMI DADE COUNTY)

Personally came before me on April 16, 2024 the above-named HEATHER CAMUS to me known to be the person who executed the foregoing instrument and acknowledged the same.

* BRYAN CACEDA
Notary Public, State of
My Commission (is permanent) (expires:)

BRYAN CACEDA
Notary Public
State of Florida
Comm# HH506098
Expires 3/20/2028

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

CORRECTION INSTRUMENT STATE BAR OF WISCONSIN FORM NO. 00-2011
* Type name below signatures.

Item 7.

MORTGAGE

2161747
SHEBOYGAN COUNTY, WI
RECORDED ON
03/20/2024 02:55 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
[redacted]
TRANSFER FEE:
EXEMPTION #
Cashier ID: 9
PAGES: 17
Electronically Recorded.
Returned to Submitter.

DOCUMENT NUMBER:
When recorded, return to:
MCM Holdings Inc.
Closing Department
14100 Palmetto Frontage Road
Miami Lakes, FL 33016

[redacted]
PARCEL IDENTIFIER NUMBER: 59281112740

[Space Above This Line For Recording Data]

[redacted]

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined under the caption TRANSFER OF RIGHTS IN THE PROPERTY and in Sections 3, 4, 10, 11, 12, 16, 19, 24, and 25. Certain rules regarding the usage of words used in this document are also provided in Section 17.

Parties

(A) "Borrower" is Briyette Enterprises North LLC, a Wisconsin Limited Liability Company

currently residing at 618 Erie Avenue, Sheboygan, WI 53081.

Borrower is the mortgagor under this Security Instrument.
(B) "Lender" is MCM Holdings Inc..

Lender is an S Corporation, organized and existing under the laws of Florida. Lender's address is 14100 Palmetto Frontage Road, Miami Lakes, FL 33016.
The term "Lender" includes any successors and assigns of Lender.
(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

Documents

(D) "Note" means the promissory note dated March 19, 2024, and signed by each Borrower who is legally obligated for the debt under that promissory note, that is in either (i) paper form, using Borrower's written pen and ink signature, or (ii) electronic form, using Borrower's adopted Electronic Signature in accordance with the UETA or E-SIGN, as applicable. The Note evidences the legal obligation of each Borrower who signed the Note to pay Lender ONE HUNDRED SIXTEEN THOUSAND SIX HUNDRED SEVENTY FIVE AND NO/100** Dollars (U.S. $116,675.00) plus interest. Each Borrower who signed the Note has promised to pay this debt in regular monthly payments and to pay the debt in full not later than April 1, 2054.

Item 7.

[redacted]

(E) "Riders" means all Riders to this Security Instrument that are signed by Borrower. All such Riders are incorporated into and deemed to be a part of this Security Instrument. The following Riders are to be signed by Borrower [check box as applicable]:

- ☐ Adjustable Rate Rider
- ☒ 1-4 Family Rider
- ☒ Other(s) [specify] Prepayment Rider
- ☐ Condominium Rider
- ☐ Planned Unit Development Rider
- ☐ Second Home Rider
- ☐ V.A. Rider

(F) "Security Instrument" means this document, which is dated March 10, 2024, together with all Riders to this document.

Additional Definitions

(G) "Applicable Law" means all controlling applicable federal, state, and local statutes, regulations, ordinances, and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(H) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments, and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association, or similar organization.
(I) "Default" means: (i) the failure to pay any Periodic Payment or any other amount secured by this Security Instrument on the date it is due; (ii) a breach of any representation, warranty, covenant, obligation, or agreement in this Security Instrument; (iii) any materially false, misleading, or inaccurate information or statement to Lender provided by Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent, or failure to provide Lender with material information in connection with the Loan, as described in Section 8; or (iv) any action or proceeding described in Section 12(e).
(J) "Electronic Fund Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone or other electronic device capable of communicating with such financial institution, wire transfers, and automated clearinghouse transfers.
(K) "Electronic Signature" means an "Electronic Signature" as defined in the UETA or E-SIGN, as applicable.
(L) "E-SIGN" means the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 *et seq.*), as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.
(M) "Escrow Items" means: (i) taxes and assessments and other items that can attain priority over this Security Instrument as a lien or encumbrance on the Property; (ii) leasehold payments or ground rents on the Property, if any; (iii) premiums for any and all insurance required by Lender under Section 5; (iv) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 11; and (v) Community Association Dues, Fees, and Assessments if Lender requires that they be escrowed beginning at Loan closing or at any time during the Loan term.
(N) "Loan" means the debt obligation evidenced by the Note, plus interest, any prepayment charges, costs, expenses, and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(O) "Loan Servicer" means the entity that has the contractual right to receive Borrower's Periodic Payments and any other payments made by Borrower, and administers the Loan on behalf of Lender. Loan Servicer does not include a sub-servicer, which is an entity that may service the Loan on behalf of the Loan Servicer.
(P) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(Q) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or Default on, the Loan.
(R) "Partial Payment" means any payment by Borrower, other than a voluntary prepayment permitted under the Note, which is less than a full outstanding Periodic Payment.
(S) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3.
(T) "Property" means the property described below under the heading "TRANSFER OF RIGHTS IN THE PROPERTY."
(U) "Rents" means all amounts received by or due Borrower in connection with the lease, use, and/or occupancy of the Property by a party other than Borrower.
(V) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 *et seq.*) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter. When used in this Security Instrument, "RESPA" refers to all requirements and restrictions that would apply to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(W) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.
(X) "UETA" means the Uniform Electronic Transactions Act, as enacted by the jurisdiction in which the Property is located, as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

Item 7.

[redacted]

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions, and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant, and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the COUNTY of Sheboygan:

The Land referred to herein below is situated in the County of Sheboygan, State of Wisconsin, and is described as follows:
The North 21 feet of the East 37 feet of the West 152 feet of Lot Fifteen (15) and the East 37 feet of the West 152 feet of Lots Sixteen (16) and Seventeen (17), according to the recorded Plat of Ellis Addition to the City of Sheboygan, Sheboygan County, Wisconsin.
PIN# 59281112740

which currently has the address of 303 Wisconsin Ave, Sheboygan [Street] [City]

Wisconsin 53081 [Zip Code] ("Property Address"):

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all easements, appurtenances, royalties, mineral rights, oil or gas rights or profits, water rights, and fixtures now or subsequently a part of the property. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER REPRESENTS, WARRANTS, COVENANTS, AND AGREES that: (i) Borrower lawfully owns and possesses the Property conveyed in this Security Instrument in fee simple or lawfully has the right to use and occupy the Property under a leasehold estate; (ii) Borrower has the right to mortgage, grant, and convey the Property or Borrower's leasehold interest in the Property; and (iii) the Property is unencumbered, and not subject to any other ownership interest in the Property, except for encumbrances and ownership interests of record. Borrower warrants generally the title to the Property and covenants and agrees to defend the title to the Property against all claims and demands, subject to any encumbrances and ownership interests of record as of Loan closing.

THIS SECURITY INSTRUMENT combines uniform covenants for national use with limited variations and non-uniform covenants that reflect specific Wisconsin state requirements to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower will pay each Periodic Payment when due. Borrower will also pay any prepayment charges and late charges due under the Note, and any other amounts due under this Security Instrument. Payments due under the Note and this Security Instrument must be made in U.S. currency. If any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check, or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity; or (d) Electronic Fund Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 16. Lender may accept or return any Partial Payments in its sole discretion pursuant to Section 2.

Any offset or claim that Borrower may have now or in the future against Lender will not relieve Borrower from making the full amount of all payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Acceptance and Application of Payments or Proceeds.**

(a) **Acceptance and Application of Partial Payments.** Lender may accept and either apply or hold in suspense Partial Payments in its sole discretion in accordance with this Section 2. Lender is not obligated to accept any Partial Payments or to apply any Partial Payments at the time such payments are accepted, and also is not obligated to pay interest

[redacted]

[redacted]

on such unapplied funds. Lender may hold such unapplied funds until Borrower makes payment sufficient to cover a full Periodic Payment, at which time the amount of the full Periodic Payment will be applied to the Loan. If Borrower does not make such a payment within a reasonable period of time, Lender will either apply such funds in accordance with this Section 2 or return them to Borrower. If not applied earlier, Partial Payments will be credited against the total amount due under the Loan in calculating the amount due in connection with any foreclosure proceeding, payoff request, loan modification, or reinstatement. Lender may accept any payment insufficient to bring the Loan current without waiver of any rights under this Security Instrument or prejudice to its rights to refuse such payments in the future.

(b) Order of Application of Partial Payments and Periodic Payments. Except as otherwise described in this Section 2, if Lender applies a payment, such payment will be applied to each Periodic Payment in the order in which it became due, beginning with the oldest outstanding Periodic Payment, as follows: first to interest and then to principal due under the Note, and finally to Escrow Items. If all outstanding Periodic Payments then due are paid in full, any payment amounts remaining may be applied to late charges and to any amounts then due under this Security Instrument. If all sums then due under the Note and this Security Instrument are paid in full, any remaining payment amount may be applied, in Lender's sole discretion, to a future Periodic Payment or to reduce the principal balance of the Note.

If Lender receives a payment from Borrower in the amount of one or more Periodic Payments and the amount of any late charge due for a delinquent Periodic Payment, the payment may be applied to the delinquent payment and the late charge.

When applying payments, Lender will apply such payments in accordance with Applicable Law.

(c) Voluntary Prepayments. Voluntary prepayments will be applied as described in the Note.

(d) No Change to Payment Schedule. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note will not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items.

(a) Escrow Requirement; Escrow Items. Borrower must pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum of money to provide for payment of amounts due for all Escrow Items (the "Funds"). The amount of the Funds required to be paid each month may change during the term of the Loan. Borrower must promptly furnish to Lender all notices or invoices of amounts to be paid under this Section 3.

(b) Payment of Funds; Waiver. Borrower must pay Lender the Funds for Escrow Items unless Lender waives this obligation in writing. Lender may waive this obligation for any Escrow Item at any time. In the event of such waiver, Borrower must pay directly, when and where payable, the amounts due for any Escrow Items subject to the waiver. If Lender has waived the requirement to pay Lender the Funds for any or all Escrow Items, Lender may require Borrower to provide proof of direct payment of those items within such time period as Lender may require. Borrower's obligation to make such timely payments and to provide proof of payment is deemed to be a covenant and agreement of Borrower under this Security Instrument. If Borrower is obligated to pay Escrow Items directly pursuant to a waiver, and Borrower fails to pay timely the amount due for an Escrow Item, Lender may exercise its rights under Section 9 to pay such amount and Borrower will be obligated to repay to Lender any such amount in accordance with Section 9.

Lender may withdraw the waiver as to any or all Escrow Items at any time by giving a notice in accordance with Section 16; upon such withdrawal, Borrower must pay to Lender all Funds for such Escrow Items, and in such amounts, that are then required under this Section 3.

(c) Amount of Funds; Application of Funds. Lender may, at any time, collect and hold Funds in an amount up to, but not in excess of, the maximum amount a lender can require under RESPA. Lender will estimate the amount of Funds due in accordance with Applicable Law.

The Funds will be held in an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender will apply the Funds to pay the Escrow Items no later than the time specified under RESPA and other Applicable Law. Lender may not charge Borrower for: (i) holding and applying the Funds; (ii) annually analyzing the escrow account; or (iii) verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on the Funds, Lender will not be required to pay Borrower any interest or earnings on the Funds. Lender will give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

(d) Surplus; Shortage and Deficiency of Funds. In accordance with RESPA, if there is a surplus of Funds held in escrow, Lender will account to Borrower for such surplus. If Borrower's Periodic Payment is delinquent by more than 30 days, Lender may retain the surplus in the escrow account for the payment of the Escrow Items. If there is a shortage or deficiency of Funds held in escrow, Lender will notify Borrower and Borrower will pay to Lender the amount necessary to make up the shortage or deficiency in accordance with RESPA.

Upon payment in full of all sums secured by this Security Instrument, Lender will promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower must pay (a) all taxes, assessments, charges, fines, and impositions attributable to the Property which have priority or may attain priority over this Security Instrument, (b) leasehold payments or ground rents on the Property, if any, and (c) Community Association Dues, Fees, and Assessments, if any. If any of these items are Escrow Items, Borrower will pay them in the manner provided in Section 3.

Borrower must promptly discharge any lien that has priority or may attain priority over this Security Instrument unless Borrower: (aa) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing under such agreement; (bb) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which Lender determines, in its sole discretion, operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (cc) secures from the holder of the lien an agreement satisfactory to Lender that subordinates the lien to this Security Instrument (collectively, the "Required Actions"). If Lender determines that any part of the Property is subject to a lien that has priority or may attain priority over this Security Instrument and Borrower has not taken any of the Required Actions in regard to such lien, Lender may give Borrower a notice identifying the lien. Within 10 days after the date on which that notice is given, Borrower must satisfy the lien or take one or more of the Required Actions.

[redacted]

5. Property Insurance.

(a) **Insurance Requirement; Coverages.** Borrower must keep the improvements now existing or subsequently erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes, winds, and floods, for which Lender requires insurance. Borrower must maintain the types of insurance Lender requires in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan, and may exceed any minimum coverage required by Applicable Law. Borrower may choose the insurance carrier providing the insurance, subject to Lender's right to disapprove Borrower's choice, which right will not be exercised unreasonably.

(b) **Failure to Maintain Insurance.** If Lender has a reasonable basis to believe that Borrower has failed to maintain any of the required insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and at Borrower's expense. Unless required by Applicable Law, Lender is under no obligation to advance premiums for, or to seek to reinstate, any prior lapsed coverage obtained by Borrower. Lender is under no obligation to purchase any particular type or amount of coverage and may select the provider of such insurance in its sole discretion. Before purchasing such coverage, Lender will notify Borrower if required to do so under Applicable Law. Any such coverage will insure Lender, but might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard, or liability and might provide greater or lesser coverage than was previously in effect, but not exceeding the coverage required under Section 5(a). Borrower acknowledges that the cost of the insurance coverage so obtained may significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender for costs associated with reinstating Borrower's insurance policy or with placing new insurance under this Section 5 will become additional debt of Borrower secured by this Security Instrument. These amounts will bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

(c) **Insurance Policies.** All insurance policies required by Lender and renewals of such policies: (i) will be subject to Lender's right to disapprove such policies; (ii) must include a standard mortgage clause; and (iii) must name Lender as mortgagee and/or as an additional loss payee. Lender will have the right to hold the policies and renewal certificates. If Lender requires, Borrower will promptly give to Lender proof of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy must include a standard mortgage clause and must name Lender as mortgagee and/or as an additional loss payee.

(d) **Proof of Loss; Application of Proceeds.** In the event of loss, Borrower must give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Any insurance proceeds, whether or not the underlying insurance was required by Lender, will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and determines that Lender's security will not be lessened by such restoration or repair.

If the Property is to be repaired or restored, Lender will disburse from the insurance proceeds any initial amounts that are necessary to begin the repair or restoration, subject to any restrictions applicable to Lender. During the subsequent repair and restoration period, Lender will have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Lender will not be required to pay Borrower any interest or earnings on such insurance proceeds unless Lender and Borrower agree in writing or Applicable Law requires otherwise. Fees for public adjusters, or other third parties, retained by Borrower will not be paid out of the insurance proceeds and will be the sole obligation of Borrower.

If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the insurance proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

(e) **Insurance Settlements; Assignment of Proceeds.** If Borrower abandons the Property, Lender may file, negotiate, and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 26 or otherwise, Borrower is unconditionally assigning to Lender (i) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note and this Security Instrument, and (ii) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, to the extent that such rights are applicable to the coverage of the Property. If Lender files, negotiates, or settles a claim, Borrower agrees that any insurance proceeds may be made payable directly to Lender without the need to include Borrower as an additional loss payee. Lender may use the insurance proceeds either to repair or restore the Property (as provided in Section 5(d)) or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower must occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and must continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent will not be unreasonably withheld, or unless extenuating circumstances exist that are beyond Borrower's control.

7. Preservation, Maintenance, and Protection of the Property; Inspections. Borrower will not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower must maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless Lender determines pursuant to Section 5 that repair or restoration is not economically feasible, Borrower will promptly repair the Property if damaged to avoid further deterioration or damage.

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If insurance or condemnation proceeds are paid to Lender in connection with damage to, or the taking of, the Property, Borrower will be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower remains obligated to complete such repair or restoration.

Lender may make reasonable entries upon and inspections of the Property. If Lender has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender will give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower will be in Default if, during the Loan application process, Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan, including, but not limited to, overstating Borrower's income or assets, understating or failing to provide documentation of Borrower's debt obligations and liabilities, and misrepresenting Borrower's occupancy or intended occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.**

(a) **Protection of Lender's Interest.** If: (i) Borrower fails to perform the covenants and agreements contained in this Security Instrument; (ii) there is a legal proceeding or government order that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien that has priority or may attain priority over this Security Instrument, or to enforce laws or regulations); or (iii) Lender reasonably believes that Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and/or rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions may include, but are not limited to: (I) paying any sums secured by a lien that has priority or may attain priority over this Security Instrument; (II) appearing in court; and (III) paying: (A) reasonable attorneys' fees and costs; (B) property inspection and valuation fees; and (C) other fees incurred for the purpose of protecting Lender's interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, exterior and interior inspections of the Property, entering the Property to make repairs, changing locks, replacing or boarding up doors and windows, draining water from pipes, eliminating building or other code violations or dangerous conditions, and having utilities turned on or off. Although Lender may take action under this Section 9, Lender is not required to do so and is not under any duty or obligation to do so. Lender will not be liable for not taking any or all actions authorized under this Section 9.

(b) **Avoiding Foreclosure; Mitigating Losses.** If Borrower is in Default, Lender may work with Borrower to avoid foreclosure and/or mitigate Lender's potential losses, but is not obligated to do so unless required by Applicable Law. Lender may take reasonable actions to evaluate Borrower for available alternatives to foreclosure, including, but not limited to, obtaining credit reports, title reports, title insurance, property valuations, subordination agreements, and third-party approvals. Borrower authorizes and consents to these actions. Any costs associated with such loss mitigation activities may be paid by Lender and recovered from Borrower as described below in Section 9(c), unless prohibited by Applicable Law.

(c) **Additional Amounts Secured.** Any amounts disbursed by Lender under this Section 9 will become additional debt of Borrower secured by this Security Instrument. These amounts may bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

(d) **Leasehold Terms.** If this Security Instrument is on a leasehold, Borrower will comply with all the provisions of the lease. Borrower will not surrender the leasehold estate and interests conveyed or terminate or cancel the ground lease. Borrower will not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title will not merge unless Lender agrees to the merger in writing.

10. **Assignment of Rents.**

(a) **Assignment of Rents.** If the Property is leased to, used by, or occupied by a third party ("Tenant"), Borrower is unconditionally assigning and transferring to Lender any Rents, regardless of to whom the Rents are payable. Borrower authorizes Lender to collect the Rents, and agrees that each Tenant will pay the Rents to Lender. However, Borrower will receive the Rents until (i) Lender has given Borrower notice of Default pursuant to Section 26, and (ii) Lender has given notice to the Tenant that the Rents are to be paid to Lender. This Section 10 constitutes an absolute assignment and not an assignment for additional security only.

(b) **Notice of Default.** If Lender gives notice of Default to Borrower: (i) all Rents received by Borrower must be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender will be entitled to collect and receive all of the Rents; (iii) Borrower agrees to instruct each Tenant that Tenant is to pay all Rents due and unpaid to Lender upon Lender's written demand to the Tenant; (iv) Borrower will ensure that each Tenant pays all Rents due to Lender and will take whatever action is necessary to collect such Rents if not paid to Lender; (v) unless Applicable Law provides otherwise, all Rents collected by Lender will be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, reasonable attorneys' fees and costs, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments, and other charges on the Property, and then to any other sums secured by this Security Instrument; (vi) Lender, or any judicially appointed receiver, will be liable to account for only those Rents actually received; and (vii) Lender will be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

(c) **Funds Paid by Lender.** If the Rents are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds paid by Lender for such purposes will become indebtedness of Borrower to Lender secured by this Security Instrument pursuant to Section 9.

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(d) Limitation on Collection of Rents. Borrower may not collect any of the Rents more than one month in advance of the time when the Rents become due, except for security or similar deposits.

(e) No Other Assignment of Rents. Borrower represents, warrants, covenants, and agrees that Borrower has not signed any prior assignment of the Rents, will not make any further assignment of the Rents, and has not performed, and will not perform, any act that could prevent Lender from exercising its rights under this Security Instrument.

(f) Control and Maintenance of the Property. Unless required by Applicable Law, Lender, or a receiver appointed under Applicable Law, is not obligated to enter upon, take control of, or maintain the Property before or after giving notice of Default to Borrower. However, Lender, or a receiver appointed under Applicable Law, may do so at any time when Borrower is in Default, subject to Applicable Law.

(g) Additional Provisions. Any application of the Rents will not cure or waive any Default or invalidate any other right or remedy of Lender. This Section 10 does not relieve Borrower of Borrower's obligations under Section 6.

This Section 10 will terminate when all the sums secured by this Security Instrument are paid in full.

11. Mortgage Insurance.

(a) Payment of Premiums; Substitution of Policy; Loss Reserve; Protection of Lender. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower will pay the premiums required to maintain the Mortgage Insurance in effect. If Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, and (i) the Mortgage Insurance coverage required by Lender ceases for any reason to be available from the mortgage insurer that previously provided such insurance, or (ii) Lender determines in its sole discretion that such mortgage insurer is no longer eligible to provide the Mortgage Insurance coverage required by Lender, Borrower will pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender.

If substantially equivalent Mortgage Insurance coverage is not available, Borrower will continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use, and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve will be non-refundable, even when the Loan is paid in full, and Lender will not be required to pay Borrower any interest or earnings on such loss reserve.

Lender will no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance.

If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower will pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 11 affects Borrower's obligation to pay interest at the Note rate.

(b) Mortgage Insurance Agreements. Mortgage Insurance reimburses Lender for certain losses Lender may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance policy or coverage.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. Any such agreements will not: (i) affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan; (ii) increase the amount Borrower will owe for Mortgage Insurance; (iii) entitle Borrower to any refund; or (iv) affect the rights Borrower has, if any, with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 (12 U.S.C. § 4901 *et seq.*), as it may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter ("HPA"). These rights under the HPA may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

12. Assignment and Application of Miscellaneous Proceeds; Forfeiture.

(a) Assignment of Miscellaneous Proceeds. Borrower is unconditionally assigning the right to receive all Miscellaneous Proceeds to Lender and agrees that such amounts will be paid to Lender.

(b) Application of Miscellaneous Proceeds upon Damage to Property. If the Property is damaged, any Miscellaneous Proceeds will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and Lender's security will not be lessened by such restoration or repair. During such repair and restoration period, Lender will have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration

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or repair, the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

(c) **Application of Miscellaneous Proceeds upon Condemnation, Destruction, or Loss in Value of the Property.** In the event of a total taking, destruction, or loss in value of the Property, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property (each, a "Partial Devaluation") where the fair market value of the Property immediately before the Partial Devaluation is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the Partial Devaluation, a percentage of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument unless Borrower and Lender otherwise agree in writing. The amount of the Miscellaneous Proceeds that will be so applied is determined by multiplying the total amount of the Miscellaneous Proceeds by a percentage calculated by taking (i) the total amount of the sums secured immediately before the Partial Devaluation, and dividing it by (ii) the fair market value of the Property immediately before the Partial Devaluation. Any balance of the Miscellaneous Proceeds will be paid to Borrower.

In the event of a Partial Devaluation where the fair market value of the Property immediately before the Partial Devaluation is less than the amount of the sums secured immediately before the Partial Devaluation, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not the sums are then due, unless Borrower and Lender otherwise agree in writing.

(d) **Settlement of Claims.** Lender is authorized to collect and apply the Miscellaneous Proceeds either to the sums secured by this Security Instrument, whether or not then due, or to restoration or repair of the Property, if Borrower (i) abandons the Property, or (ii) fails to respond to Lender within 30 days after the date Lender notifies Borrower that the Opposing Party (as defined in the next sentence) offers to settle a claim for damages. "Opposing Party" means the third party that owes Borrower the Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to the Miscellaneous Proceeds.

(e) **Proceeding Affecting Lender's Interest in the Property.** Borrower will be in Default if any action or proceeding begins, whether civil or criminal, that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a Default and, if acceleration has occurred, reinstate as provided in Section 20, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower is unconditionally assigning to Lender the proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property, which proceeds will be paid to Lender. All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order that Partial Payments are applied in Section 2(b).

13. **Borrower Not Released; Forbearance by Lender Not a Waiver.** Borrower or any Successor in Interest of Borrower will not be released from liability under this Security Instrument if Lender extends the time for payment or modifies the amortization of the sums secured by this Security Instrument. Lender will not be required to commence proceedings against any Successor in Interest of Borrower, or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument, by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities, or Successors in Interest of Borrower or in amounts less than the amount then due, will not be a waiver of, or preclude the exercise of, any right or remedy by Lender.

14. **Joint and Several Liability; Signatories; Successors and Assigns Bound.** Borrower's obligations and liability under this Security Instrument will be joint and several. However, any Borrower who signs this Security Instrument but does not sign the Note: (a) signs this Security Instrument to mortgage, grant, and convey such Borrower's interest in the Property under the terms of this Security Instrument; (b) signs this Security Instrument to waive any applicable inchoate rights such as dower and curtesy and any available homestead exemptions; (c) signs this Security Instrument to assign any Miscellaneous Proceeds, Rents, or other earnings from the Property to Lender; (d) is not personally obligated to pay the sums due under the Note or this Security Instrument; and (e) agrees that Lender and any other Borrower can agree to extend, modify, forbear, or make any accommodations with regard to the terms of the Note or this Security Instrument without such Borrower's consent and without affecting such Borrower's obligations under this Security Instrument.

Subject to the provisions of Section 19, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, will obtain all of Borrower's rights, obligations, and benefits under this Security Instrument. Borrower will not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing.

15. **Loan Charges.**

(a) **Tax and Flood Determination Fees.** Lender may require Borrower to pay (i) a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan, and (ii) either (A) a one-time charge for flood zone determination, certification, and tracking services, or (B) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur that reasonably might affect such determination or certification. Borrower will also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency, or any successor agency, at any time during the Loan term, in connection with any flood zone determinations.

(b) **Default Charges.** If permitted under Applicable Law, Lender may charge Borrower fees for services performed in connection with Borrower's Default to protect Lender's interest in the Property and rights under this Security Instrument, including: (i) reasonable attorneys' fees and costs; (ii) property inspection, valuation, mediation, and loss mitigation fees; and (iii) other related fees.

(c) **Permissibility of Fees.** In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower should not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

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(d) Savings Clause. If Applicable Law sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then (i) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). To the extent permitted by Applicable Law, Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

16. Notices; Borrower's Physical Address. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing.

(a) Notices to Borrower. Unless Applicable Law requires a different method, any written notice to Borrower in connection with this Security Instrument will be deemed to have been given to Borrower when (i) mailed by first class mail, or (ii) actually delivered to Borrower's Notice Address (as defined in Section 16(c) below) if sent by means other than first class mail or Electronic Communication (as defined in Section 16(b) below). Notice to any one Borrower will constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. If any notice to Borrower required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(b) Electronic Notice to Borrower. Unless another delivery method is required by Applicable Law, Lender may provide notice to Borrower by e-mail or other electronic communication ("Electronic Communication") if: (i) agreed to by Lender and Borrower in writing; (ii) Borrower has provided Lender with Borrower's e-mail or other electronic address ("Electronic Address"); (iii) Lender provides Borrower with the option to receive notices by first class mail or by other non-Electronic Communication instead of by Electronic Communication; and (iv) Lender otherwise complies with Applicable Law. Any notice to Borrower sent by Electronic Communication in connection with this Security Instrument will be deemed to have been given to Borrower when sent unless Lender becomes aware that such notice is not delivered. If Lender becomes aware that any notice sent by Electronic Communication is not delivered, Lender will resend such communication to Borrower by first class mail or by other non-Electronic Communication. Borrower may withdraw the agreement to receive Electronic Communications from Lender at any time by providing written notice to Lender of Borrower's withdrawal of such agreement.

(c) Borrower's Notice Address. The address to which Lender will send Borrower notice ("Notice Address") will be the Property Address unless Borrower has designated a different address by written notice to Lender. If Lender and Borrower have agreed that notice may be given by Electronic Communication, then Borrower may designate an Electronic Address as Notice Address. Borrower will promptly notify Lender of Borrower's change of Notice Address, including any changes to Borrower's Electronic Address if designated as Notice Address. If Lender specifies a procedure for reporting Borrower's change of Notice Address, then Borrower will report a change of Notice Address only through that specified procedure.

(d) Notices to Lender. Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated in this Security Instrument unless Lender has designated another address (including an Electronic Address) by notice to Borrower. Any notice in connection with this Security Instrument will be deemed to have been given to Lender only when actually received by Lender at Lender's designated address (which may include an Electronic Address). If any notice to Lender required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(e) Borrower's Physical Address. In addition to the designated Notice Address, Borrower will provide Lender with the address where Borrower physically resides, if different from the Property Address, and notify Lender whenever this address changes.

17. Governing Law; Severability; Rules of Construction. This Security Instrument is governed by federal law and the law of the State of Wisconsin. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. If any provision of this Security Instrument or the Note conflicts with Applicable Law (i) such conflict will not affect other provisions of this Security Instrument or the Note that can be given effect without the conflicting provision, and (ii) such conflicting provision, to the extent possible, will be considered modified to comply with Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence should not be construed as a prohibition against agreement by contract. Any action required under this Security Instrument to be made in accordance with Applicable Law is to be made in accordance with the Applicable Law in effect at the time the action is undertaken.

As used in this Security Instrument: (a) words in the singular will mean and include the plural and vice versa; (b) the word "may" gives sole discretion without any obligation to take any action; (c) any reference to "Section" in this document refers to Sections contained in this Security Instrument unless otherwise noted; and (d) the headings and captions are inserted for convenience of reference and do not define, limit, or describe the scope or intent of this Security Instrument or any particular Section, paragraph, or provision.

18. Borrower's Copy. One Borrower will be given one copy of the Note and of this Security Instrument.

19. Transfer of the Property or a Beneficial Interest in Borrower. For purposes of this Section 19 only, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract, or escrow agreement, the intent of which is the transfer of title by Borrower to a purchaser at a future date.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, Lender will not exercise this option if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender will give Borrower notice of acceleration. The notice will provide a period of not less than 30 days from the date the notice is given in accordance with Section 16 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to, or upon, the expiration of this

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period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower and will be entitled to collect all expenses incurred in pursuing such remedies, including, but not limited to: (a) reasonable attorneys' fees and costs; (b) property inspection and valuation fees; and (c) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.

20. Borrower's Right to Reinstate the Loan after Acceleration. If Borrower meets certain conditions, Borrower will have the right to reinstate the Loan and have enforcement of this Security Instrument discontinued at any time up to the later of (a) five days before any foreclosure sale of the Property, or (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate. This right to reinstate will not apply in the case of acceleration under Section 19.

To reinstate the Loan, Borrower must satisfy all of the following conditions: (aa) pay Lender all sums that then would be due under this Security Instrument and the Note as if no acceleration had occurred; (bb) cure any Default of any other covenants or agreements under this Security Instrument or the Note; (cc) pay all expenses incurred in enforcing this Security Instrument or the Note, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument or the Note; and (dd) take such action as Lender may reasonably require to assure that Lender's interest in the Property and/or rights under this Security Instrument or the Note, and Borrower's obligation to pay the sums secured by this Security Instrument or the Note, will continue unchanged.

Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (aaa) cash; (bbb) money order; (ccc) certified check, bank check, treasurer's check, or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity; or (ddd) Electronic Fund Transfer. Upon Borrower's reinstatement of the Loan, this Security Instrument and obligations secured by this Security Instrument will remain fully effective as if no acceleration had occurred.

21. Sale of Note. The Note or a partial interest in the Note, together with this Security Instrument, may be sold or otherwise transferred one or more times. Upon such a sale or other transfer, all of Lender's rights and obligations under this Security Instrument will convey to Lender's successors and assigns.

22. Loan Servicer. Lender may take any action permitted under this Security Instrument through the Loan Servicer or another authorized representative, such as a sub-servicer. Borrower understands that the Loan Servicer or other authorized representative of Lender has the right and authority to take any such action.

The Loan Servicer may change one or more times during the term of the Note. The Loan Servicer may or may not be the holder of the Note. The Loan Servicer has the right and authority to: (a) collect Periodic Payments and any other amounts due under the Note and this Security Instrument; (b) perform any other mortgage loan servicing obligations; and (c) exercise any rights under the Note, this Security Instrument, and Applicable Law on behalf of Lender. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made, and any other information RESPA requires in connection with a notice of transfer of servicing.

23. Notice of Grievance. Until Borrower or Lender has notified the other party (in accordance with Section 16) of an alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action, neither Borrower nor Lender may commence, join, or be joined to any judicial action (either as an individual litigant or a member of a class) that (a) arises from the other party's actions pursuant to this Security Instrument or the Note, or (b) alleges that the other party has breached any provision of this Security Instrument or the Note. If Applicable Law provides a time period that must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this Section 23. The notice of Default given to Borrower pursuant to Section 26(a) and the notice of acceleration given to Borrower pursuant to Section 19 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 23.

24. Hazardous Substances.

(a) Definitions. As used in this Section 24: (i) "Environmental Law" means any Applicable Laws where the Property is located that relate to health, safety, or environmental protection; (ii) "Hazardous Substances" include (A) those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law, and (B) the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, corrosive materials or agents, and radioactive materials; (iii) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (iv) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

(b) Restrictions on Use of Hazardous Substances. Borrower will not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower will not do, nor allow anyone else to do, anything affecting the Property that: (i) violates Environmental Law; (ii) creates an Environmental Condition; or (iii) due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects or could adversely affect the value of the Property. The preceding two sentences will not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

(c) Notices; Remedial Actions. Borrower will promptly give Lender written notice of: (i) any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge; (ii) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release, or threat of release of any Hazardous Substance; and (iii) any condition caused by the presence, use, or release of a Hazardous Substance that adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower will promptly take all necessary remedial actions in accordance with Environmental Law. Nothing in this Security Instrument will create any obligation on Lender for an Environmental Cleanup.

[redacted]

25. Electronic Note Signed with Borrower's Electronic Signature. If the Note evidencing the debt for this Loan is electronic, Borrower acknowledges and represents to Lender that Borrower: (a) expressly consented and intended to sign the electronic Note using an Electronic Signature adopted by Borrower ("Borrower's Electronic Signature") instead of signing a paper Note with Borrower's written pen and ink signature; (b) did not withdraw Borrower's express consent to sign the electronic Note using Borrower's Electronic Signature; (c) understood that by signing the electronic Note using Borrower's Electronic Signature, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms; and (d) signed the electronic Note with Borrower's Electronic Signature with the intent and understanding that by doing so, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

26. Acceleration; Remedies.

(a) Notice of Default. Lender will give a notice of Default to Borrower prior to acceleration following Borrower's Default, except that such notice of Default will not be sent when Lender exercises its right under Section 19 unless Applicable Law provides otherwise. The notice will specify, in addition to any other information required by Applicable Law: (i) the Default; (ii) the action required to cure the Default; (iii) a date, not less than 30 days (or as otherwise specified by Applicable Law) from the date the notice is given to Borrower, by which the Default must be cured; (iv) that failure to cure the Default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property; (v) Borrower's right to reinstate after acceleration; and (vi) Borrower's right to bring a court action to deny the existence of a Default or to assert any other defense of Borrower to acceleration and foreclosure.

(b) Acceleration; Power of Sale; Expenses. If the Default is not cured on or before the date specified in the notice, Lender may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender will be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 26, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.

(c) Notice of Sale; Sale of Property. If Lender invokes the power of sale, Lender will give a notice of sale, in the manner prescribed by Applicable Law, to Borrower and to the other required recipients. Lender will publish the notice of sale and the Property will be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale will be applied in the following order: (i) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (ii) to all sums secured by this Security Instrument; and (iii) any excess to the clerk of the circuit court of the county in which the sale is held.

27. Release. Upon payment of all sums secured by this Security Instrument, Lender will release this Security Instrument. Borrower will pay any recordation costs associated with such release. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

28. Accelerated Redemption Periods. If the property is a one- to-four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church, or owned by a tax exempt charitable organization, Borrower agrees to the provisions of Section 846.101 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less three months after a foreclosure judgment is entered. If the Property is other than a one-to-four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church, or a tax-exempt charitable organization, Borrower agrees to the provisions of Section 846.103 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

29. Attorneys' Fees. If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "reasonable attorneys' fees" means only those attorneys' fees allowed by that Chapter.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider signed by Borrower and recorded with it.

BRUYETTE ENTERPRISES NORTH LLC

3/19/25 (Seal)

BY ALEXANDER WILLIAM BRUYETTE - AUTHORIZED MEMBER DATE

[redacted]

State of WI
County of Manitowoc

This instrument was acknowledged before me on March 19, 2024 (date) by ALEXANDER WILLIAM BRUYETTE.

(Signed By) Courtney Sladky
Notary Public

My commission expires: 8726

COURTNEY SLADKY
NOTARY PUBLIC
STATE OF WISCONSIN

Lender: MCM Holdings Inc.
[redacted]
Broker: Halo Mortgage LLC
[redacted]
Loan Originator: Joey Shimkonis
[redacted]

THIS INSTRUMENT WAS DRAFTED BY:
CLOSING DEPARTMENT
MCM HOLDINGS INC.
14100 PALMETTO FRONTAGE ROAD
MIAMI LAKES, FL 33016
[redacted]

[redacted]

1-4 FAMILY RIDER

THIS 1-4 FAMILY RIDER is made this 19th day of March, 2024 and is incorporated into and amends and supplements the Mortgage, Mortgage Deed, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to MCM Holdings Inc., an S Corporation

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 303 Wisconsin Ave
Sheboygan, WI 53081

1-4 FAMILY COVENANTS. In addition to the representations, warranties, covenants, and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or later attached to the Property, to the extent they are fixtures, are added to the Property description, and will also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or later located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling, and attached floor coverings, all of which, including replacements and additions, will be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower will not seek, agree to, or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower will comply with all laws, ordinances, regulations, and requirements of any governmental body applicable to the Property.

C. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

D. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower will assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender will have the right to modify, extend, or terminate the existing leases and to execute

[redacted]

new leases, in Lender's sole discretion. As used in this paragraph D the word "lease" will mean "sublease" if the Security Instrument is on a leasehold.

E. **CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement related to the Property in which Lender has an interest will be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

BRUYETTE ENTERPRISES NORTH LLC

3/19/24 (Seal)

BY ALEXANDER WILLIAM BRUYETTE - AUTHORIZED MEMBER DATE

PREPAYMENT RIDER

THIS PREPAYMENT RIDER is made 3/19/2024 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to Visionary Lenders (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

303 Wisconsin Ave

Sheboygan, WI 53081

[Property Address]

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

Borrower may prepay the Note in part or in full prior to the Maturity Date provided that Borrower:

(a) shall provide Lender with written notice of (i) Borrower's intention to prepay the Note in full by requesting a payoff letter or (ii) Borrower's making of a partial prepayment and the amount thereof; and
(b) commencing on the date hereof and continuing until 3/19/2026 (the "Prepayment Term"), Borrower shall pay a prepayment premium to Lender simultaneously with the prepayment calculated on the amount prepaid as follows:

The prepayment charge shall be equal to **FIVE (5%) PERCENT** of the amount prepaid. The prepayment charge shall be assessed if the Note is paid due to sale or refinance of the Property.

Notwithstanding the above, a prepayment premium will not be assessed to Borrower:
(a) as to payments from either casualty loss insurance proceeds or a condemnation award applicable to the Property, or
(b) if a full prepayment is made during the ninety (90) day period immediately preceding the Maturity Date.

Any prepayment of principal resulting from an acceleration of the Note following the occurrence of a default will incur a prepayment charge.

No prepayment charge will be assessed for any prepayment made after the Prepayment Term.

The Note Holder will apply all prepayments to reduce the amount of principal that Borrower owes under the Note. However, the Note Holder may apply Borrower's prepayment to the accrued and unpaid interest on the prepayment amount, before applying Borrower's prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no change in the due dates of Borrower's monthly payments unless the Note Holder agrees in writing to those changes.

The Note Holder's failure to collect a prepayment charge at the time a prepayment is required shall not be deemed a waiver of such charge and any such charge calculated in accordance with this Rider shall be payable on demand.

All other provisions of the Security Instrument are unchanged by this Rider and remain in full force and effect.

NOTCE TO BORROWER

DO NOT SIGN THIS PREPAYMENT RIDER BEFORE YOU READ IT. THIS PREPAYMENT RIDER PROVIDES FOR THE PAYMENT OF A CHARGE IF YOU WISH TO REPAY THE LOAN PRIOR TO THE DATE PROVIDED FOR REPAYMENT.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Prepayment Rider.

Bruyette Enterprises North LLC, a Wisconsin Limited Liability Company

_______________________(Seal)
-Borrower

BY: ALEXANDER WILLIAM BRUYETTE
TITLE: AUTHORIZED MEMBER

LEGAL DESCRIPTION – EXHIBIT A

The North 21 feet of the East 37 feet of the West 152 feet of Lot Fifteen (15) and the East 37 feet of the West 152 feet of Lots Sixteen (16) and Seventeen (17), according to the recorded Plat of Ellis Addition to the City of Sheboygan, Sheboygan County, Wisconsin.

Tax Parcel No. 59281112740

[redacted]

PREPAYMENT RIDER

THIS PREPAYMENT RIDER is made 3/19/2024 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to MCM Holdings Inc. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

303 Wisconsin Ave

Sheboygan, WI 53081

[Property Address]

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

Borrower may prepay the Note in part or in full prior to the Maturity Date provided that Borrower:

(a)shall provide Lender with written notice of (i) Borrower's intention to prepay the Note in full by requesting a payoff letter or (ii) Borrower's making of a partial prepayment and the amount thereof; and

(b)commencing on the date hereof and continuing until 3/19/2026 (the "Prepayment Term"), Borrower shall pay a prepayment premium to Lender simultaneously with the prepayment calculated on the amount prepaid as follows:

The prepayment charge shall be equal to **FIVE (5%) PERCENT** of the amount prepaid. The prepayment charge shall be assessed if the Note is paid due to sale or refinance of the Property.

Notwithstanding the above, a prepayment premium will not be assessed to Borrower:
(a)as to payments from either casualty loss insurance proceeds or a condemnation award applicable to the Property, or
(b)if a full prepayment is made during the ninety (90) day period immediately preceding the Maturity Date.

Any prepayment of principal resulting from an acceleration of the Note following the occurrence of a default will incur a prepayment charge.

No prepayment charge will be assessed for any prepayment made after the Prepayment Term.

The Note Holder will apply all prepayments to reduce the amount of principal that Borrower owes under the Note. However, the Note Holder may apply Borrower's prepayment to the accrued and unpaid interest on the prepayment amount, before applying Borrower's prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no change in the due dates of Borrower's monthly payments unless the Note Holder agrees in writing to those changes.

The Note Holder's failure to collect a prepayment charge at the time a prepayment is required shall not be deemed a waiver of such charge and any such charge calculated in accordance with this Rider shall be payable on demand.

All other provisions of the Security Instrument are unchanged by this Rider and remain in full force and effect.

Item 7.

Exhibit C

FILED
06-18-2026
Sheboygan County
Clerk of Circuit Court
2026CV000412
Honorable Samantha R.
Branch 1

2194011
SHEBOYGAN COUNTY WI
RECORDED ON
05/07/2026 08:46 AM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: [redacted]
TRANSFER FEE:
EXEMPTION #
Cashier ID: 8
PAGES: 1
Electronically Recorded.
Returned to Submitter.

ASSIGNMENT OF MORTGAGE

WHEN RECORDED MAIL TO: FIRST AMERICAN MORTGAGE SOLUTIONS
1795 INTERNATIONAL WAY, IDAHO FALLS, ID 83402
[redacted]

WISCONSIN
COUNTY OF SHEBOYGAN
[redacted]

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

FOR GOOD AND VALUABLE CONSIDERATION, receipt thereof is hereby acknowledged, **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS MORTGAGEE, AS NOMINEE FOR MCM HOLDINGS INC., ITS SUCCESSORS AND ASSIGNS**, located at **P.O. BOX 2026, FLINT, MICHIGAN 48501-2026**, Assignor, does hereby grant, bargain, assign, transfer, convey, and set over without recourse, representation or warranty, expressed or implied unto **UMB BANK, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR VERUS SECURITIZATION TRUST 2024-6**, located at **2001 M STREET NW, STE 300, WASHINGTON, DC 20036**, Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to that certain Indenture of Mortgage described below.

Said Mortgage dated **MARCH 19, 2024**, executed by **BRUYETTE ENTERPRISES NORTH LLC, A WISCONSIN LIMITED LIABILITY COMPANY**, Mortgagor, to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS MORTGAGEE, AS NOMINEE FOR MCM HOLDINGS INC., ITS SUCCESSORS AND ASSIGNS**, Original Mortgagee, and duly recorded on **MARCH 20, 2024** A.D. as Document No. **2161747** in the record of Mortgages of the Register of Deeds Office, in and for the County of **SHEBOYGAN**, State of **WISCONSIN**.

LEGAL DESCRIPTION: **THE LAND REFFERED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHEBOYGAN, STATE OF WISCONSIN, AND IS DESCRIBED AS FOLLOWS: THE NORTH 21 FEET OF THE EAST 37 FEET OF THE WEST 152 FEET OF LOT FIFTEEN (15) AND THE EAST 37 FEET OF THE WEST 152 FEET OF LOTS SIXTEEN (16) AND SEVENTEEN (17), ACCORDING TO THE RECORDED PLAT OF ELLIS ADDITION TO THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.**

COMMONLY KNOWN AS: **303 WISCONSIN AVE, SHEBOYGAN, WI 53081**

TO HAVE AND TO HOLD the said Mortgage, and all right, title, and interest conveyed by said Mortgage, in and to the lands therein described, to the said Assignee, **UMB BANK, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR VERUS SECURITIZATION TRUST 2024-6**, its successors and assigns forever, subject only to the terms and conditions of the above described Mortgage. TOGETHER WITH all modifications, extensions, and renewals of said Mortgage.

IN WITNESS WHEREOF, the undersigned has caused this Instrument to be executed on MAY 0 1 2026.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS MORTGAGEE, AS NOMINEE FOR MCM HOLDINGS INC., ITS SUCCESSORS AND ASSIGNS

JANALYNNE HEDDEN, VICE PRESIDENT

STATE OF **SOUTH CAROLINA** COUNTY OF **GREENVILLE**) ss.

On MAY 0 1 2026, before me, Jennifer Korn personally appeared **JANALYNNE HEDDEN** known to me to be the **VICE PRESIDENT** of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS MORTGAGEE, AS NOMINEE FOR MCM HOLDINGS INC., ITS SUCCESSORS AND ASSIGNS** the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Jennifer Korn (COMM. EXP. JUN 1 3 2029)
NOTARY PUBLIC

JENNIFER KORN
Notary Public, State of South Carolina
My Commission Expires 06/13/2029

[redacted]

[redacted]

EXHIBIT D

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

FIRST-CLASS

US POSTAGE IMI PITNEY BOWES
ZIP 50703 $ 000.74⁰
02 7W
0008030251 MAR. 20. 2026

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

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

FIRST-CLASS

US POSTAGE IMI PITNEY BOWES
ZIP 50703 $ 000.74⁰
02 7W
0008030251 MAR. 20. 2026

Bruyette Enterprises North, LLC
1209 North 28th Street
Sheboygan, WI 53081

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

FIRST-CLASS

US POSTAGE PITNEY BOWES
ZIP 50703 $ 000.74⁰
02 7W
0008030251 MAR. 20. 2026

Alexander Bruyette
618 Erie Ave.
Sheboygan, WI 53081

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02 7W
0008030251 MAR. 20. 2026

Alexander Bruyette
1209 North 28th Street
Sheboygan, WI 53081

SAYER
LAW GROUP, PC

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

March 20, 2026

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

NOTICE OF RIGHT TO CURE DEFAULT

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

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

[redacted]

Property address:	303 Wisconsin Ave., Sheboygan, WI 53081
Name of current creditor/owner:	UMB Bank, National Association, not in its individual capacity but solely as owner trustee for Verus Securitization Trust 2024-6
Time and place of the creation of the debt:	3/19/2024, Sheboygan County, WI
Instrument securing debt:	Mortgage/Deed of Trust
Amount in default:	$4,181.84

Dear Borrower:

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

Below is an itemization of your default good through 04/03/2026, please send payments to Shellpoint Mortgage Servicing, P.O. Box 10826-0826, Greenville, SC 29603-0826.

Number of payments due:	3
Total Delinquent Payments:	$3,877.87
Late Charges:	$49.05
Escrow Required:	$254.92
Total Due	**$4,181.84**

THIS LETTER HEREBY DEMANDS THAT YOU PAY THE AMOUNT IN DEFAULT, AS STATED ABOVE, WITHIN 30 DAYS FROM THE DATE OF THIS LETTER— April 19, 2026(THE CURE DATE), PLUS ANY REGULAR PAYMENT, LATE CHARGES, OR FEES THAT MAY COME DUE DURING THE 30 DAY PERIOD.

This letter is further notice to you that UMB Bank, National Association, not in its individual capacity but solely as owner trustee for Verus Securitization Trust 2024-6 intends to enforce the provisions of the Note and Security Instrument. You must pay the amount within 30 days of the date of this letter. If this date is a Saturday, Sunday, or legal holiday, you will have until the next business day to cure the default. If you do not pay the full amount of the default by the Cure Date, UMB Bank, National Association, not in its individual capacity but solely as owner trustee for Verus Securitization Trust 2024-6 will accelerate the entire sum of principal and accrued but not unpaid interest on your loan and deem it immediately due and payable. UMB Bank, National Association, not in its individual capacity but solely as owner trustee for Verus Securitization Trust 2024-6 will also seek any and all remedies that it may have under the Note and Security Instrument, such as the foreclosure sale of the property described in the Property Address.

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

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

PAYMENT MUST BE IN THE FORM OF CERTIFIED FUNDS.

UMB Bank, National Association, not in its individual capacity but solely as owner trustee for Verus Securitization Trust 2024-6 may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

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

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

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

Sincerely,

The Sayer Law Group, P.C., attorney for
UMB Bank, National Association, not in its individual capacity but solely as owner trustee for Verus Securitization Trust 2024-6

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FOR RESIDENTS OF CA: The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.

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

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SAYER LAW GROUP, PC

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

March 20, 2026

Bruyette Enterprises North, LLC
1209 North 28th Street
Sheboygan, WI 53081

NOTICE OF RIGHT TO CURE DEFAULT

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[redacted]

Property address:	303 Wisconsin Ave., Sheboygan, WI 53081
Name of current creditor/owner:	UMB Bank, National Association, not in its individual capacity but solely as owner trustee for Verus Securitization Trust 2024-6
Time and place of the creation of the debt:	3/19/2024, Sheboygan County, WI
Instrument securing debt:	Mortgage/Deed of Trust
Amount in default:	$4,181.84

Dear Borrower:

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

Below is an itemization of your default good through 04/03/2026, please send payments to Shellpoint Mortgage Servicing, P.O. Box 10826-0826, Greenville, SC 29603-0826.

Number of payments due:	3
Total Delinquent Payments:	$3,877.87
Late Charges:	$49.05
Escrow Required:	$254.92
Total Due	**$4,181.84**

THIS LETTER HEREBY DEMANDS THAT YOU PAY THE AMOUNT IN DEFAULT, AS STATED ABOVE, WITHIN 30 DAYS FROM THE DATE OF THIS LETTER— April 19, 2026(THE CURE DATE), PLUS ANY REGULAR PAYMENT, LATE CHARGES, OR FEES THAT MAY COME DUE DURING THE 30 DAY PERIOD.

Item 7.

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

PAYMENT MUST BE IN THE FORM OF CERTIFIED FUNDS.

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

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

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SAYER
LAW GROUP, PC

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

March 20, 2026

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Sheboygan, WI 53081

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EXHIBIT E

GUARANTY

Loan Number: VIS2402696

WHEREAS, the undersigned, **Alexander Bruyette** (and together with)
(called "Guarantor" and collectively called "Guarantors"), are substantially financially or otherwise interested in **303 Wisconsin Ave, Sheboygan, WI 53081** (the "Property"), and **Bruyette Enterprises North LLC, a Wisconsin Limited Liability Company** (herein called "Borrower"), the maker of the Borrower's Note in the principal amount of **116,675.00** payable to **MCM Holdings, Inc.** (the "Lender") and its successors and assigns (herein called the "Note"), and it will be of substantial economic benefit to the Guarantors, and each of them, for the Borrower to execute and deliver the Note and borrow the principal sum evidenced thereby and secured by the Mortgage, Deed of Trust or Security Deed therein described (herein called the "Security Instrument"). The Note and the Security Instrument, together with all riders thereto, are collectively referred to herein as the "Loan Documents"

WHEREAS, as a condition to making the Note to Borrower, Lender requires that Guarantor execute this Guaranty.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, and for other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, and in order to induce any person or persons who may be and become the holder of the Note to accept the same, the Guarantors, and each of them, hereby jointly and severally agree as follows:

1. The Guarantors, and each of them, hereby jointly and severally, unconditionally, absolutely and irrevocably guarantee, for the benefit of each and every present and future holder or holders of the Note (all herein called the "Obligees"), the full and prompt payment and performance when due, whether at maturity or earlier, by reason of acceleration or otherwise, and at all times thereafter of:

    a. the principal of, interest on, and all other amounts due at any time under the Note or any other Loan Document, including prepayment penalties, late payment charges, interest charge at the default rate (if applicable), and accrued interest as provided in the Loan Documents, advances, costs and expenses to perform the obligations of Borrower or to protect the Property or the security of the Security Instrument;
    b. the payment and performance of all other obligations (including indemnity obligations) of Borrower under the Loan Documents;
    c. all expenses and costs, including reasonable attorneys' fees and expenses, fees and out-of-pocket expenses of expert witnesses and costs of investigation, incurred by Lender as a result of any Event of Default under the Loan Documents or in connection with efforts to collect any amount due under the Loan Documents, or to enforce the provisions of the Loan Documents, including those incurred in post-judgment collection efforts and in any bankruptcy or insolvency proceeding or any judicial or non-judicial foreclosure proceeding or other exercise by lender of its rights and remedies under any Loan Document (a "Foreclosure Event"), including any action for relief from the automatic stay of any bankruptcy proceeding or Foreclosure Event, to the extent permitted by law; and
    d. all costs and expenses, including reasonable fees and out-of-pocket expenses of attorneys and expert witnesses, incurred by Obligee in enforcing its rights under the Guaranty (1a., 1b., 1c. and 1d. collectively are herein defined as "Indebtedness Hereby Guaranteed").

2. This Guaranty shall be a continuing guaranty, shall be binding upon the Guarantors, and each of them, jointly and severally, and upon their respective heirs, administrators, successors, legal representatives and assigns, and shall remain in full force and effect, and shall not be discharged, impaired or affected by (i) the existence or continuance of any obligation on the part of the Borrower on or with respect to the Indebtedness Hereby Guaranteed, or any obligation under the Note, the Security Instrument or any other Loan Document, or under this Guaranty (collectively, the "Obligations"); (ii) the power or authority (or any lack thereof) of the Borrower to issue the Note or to execute, acknowledge or deliver the Note or the Security Instrument or any other Loan Document; (iii) the validity or invalidity of the Note or the Security Instrument or any other Loan Document; (iv) any defense whatsoever that the Borrower may or might

[redacted]

have to the payment of the Indebtedness Hereby Guaranteed or to the performance or observance of any of the terms, provisions, covenants and agreements contained in the Note or the Security Instrument or other Loan Document; (v) any limitation or exculpation of liability on the part of the Borrower; (vi) the existence or continuance of the Borrower as a legal entity; (vii) the transfer by the Borrower of all or any part of the Premises referred to in the Security Instrument (herein called the "Premises") to any other corporation, person or entity; (viii) any sale, pledge, surrender, indulgence, alteration, substitution, exchange, change in, increase in, extension, modification or other disposition of any of the Indebtedness Hereby Guaranteed or Obligations, all of which the Obligees are hereby expressly authorized to make from time to time without notice to the Guarantors or any of them, or to anyone; (ix) the acceptance by the Obligees, or any of them, of any security for, or other guarantees upon, all or any part of the Indebtedness Hereby Guaranteed or Obligations; (x) any failure, neglect or omission on the part of the Obligees, or any of them, to realize or protect any of the Indebtedness Hereby Guaranteed or any collateral or security therefor, or to exercise any lien upon or right or appropriation of any moneys, credits or property of the Borrower toward the liquidation of the Indebtedness Hereby Guaranteed or any application of payments or credits thereon; (xi) any right, claim or offset which Guarantors may have against Borrower; or (xii) any defense (other than the payment of the Indebtedness Hereby Guaranteed and performance of the Obligations in accordance with its terms) that the Guarantors, or any of them, may or might have to their respective undertakings, liabilities and obligations hereunder, each and every such defense being hereby waived by the Guarantors and each of them; it being understood and agreed that this Guaranty, and the undertakings, liabilities and obligations of the Guarantors, and each of them, hereunder, shall not be affected, discharged, impaired or varied by act, omission or circumstance whatsoever (whether or not specifically enumerated above) except the due and punctual payment of the Indebtedness Hereby Guaranteed and performance of the Obligations, and then only to the extent thereof. The Obligees shall have the exclusive right to determine how, when and what application of payments and credits, if any, shall be made on the Indebtedness Hereby Guaranteed or the Obligations, or any part thereof; and in order to hold the Guarantors, or any of them, liable hereunder, there shall be no obligation on the part of any Obligee, or anyone, at any time, to proceed against the Borrower, its properties or estates, or to proceed against any other Guarantor, or to resort to any collateral, security, property, liens or other rights or remedies whatsoever. The death of any Guarantor shall not terminate this Guaranty as to any surviving Guarantor, and shall not terminate this Guaranty as to the estate of the deceased Guarantor.

3. The Obligees, or any of them, shall have the right to enforce this Guaranty against any Guarantor for and to the full amount of the Indebtedness Hereby Guaranteed, with or without enforcing or attempting to enforce this Guaranty against any other Guarantor or any security for the obligation of any of them, and whether or not proceedings or steps are pending or have been taken or have been concluded to enforce or otherwise realize upon the obligation or security of the Borrower or any other Guarantor; and the payment of any amount or amounts by any Guarantor, pursuant to his obligation hereunder, shall not in any way entitle such Guarantor, either at law, in equity or otherwise, to any right, title or interest (whether by way of subrogation or otherwise) in and to any of the Indebtedness Hereby Guaranteed, or any principal or interest payments theretofore, then and thereafter at any time made by the Borrower on the Indebtedness Hereby Guaranteed, or made by anyone on behalf of the Borrower, or in and to any security therefor, unless and until the full amount of the Indebtedness Hereby Guaranteed has been fully paid.

4. No release or discharge of any Guarantor shall release or discharge any other Guarantor unless and until all of the Indebtedness Hereby Guaranteed shall have been fully paid and discharged and all Obligations shall have been fully performed; and the failure or refusal of any Guarantor named herein to execute this Guaranty shall not release, affect or reduce the liability of any other Guarantor.

5. No act of commission or omission of any kind, or any time, on the part of any Obligee, in respect to any matter whatsoever, shall in any way affect or impair this Guaranty; and time is of the essence hereof.

6. All diligence in collection or prosecution, and all presentment, demand, protest and/or notice, as to any of the Guarantors, of dishonor and of default and of non-payment and of the creation and existence of any and all of the Indebtedness Hereby Guaranteed or of performance or non-performance of any Obligation, and of any security and collateral therefor, and of the acceptance of this Guaranty, and of any and all extensions of credit and indulgence hereunder, are expressly waived by the Guarantors, and each of them.

[redacted]

7. Any Obligee may, without any notice whatsoever to anyone, sell, assign or transfer all or any part of the Indebtedness Hereby Guaranteed, or grant participations in the Indebtedness Hereby Guaranteed, and in any and every such event, each and every immediate and successive assignee, transferee, holder of or participant in all or any part of the Indebtedness Hereby Guaranteed shall have the right to enforce this Guaranty by suit or otherwise, for the benefit of such assignee, transferee, holder or participant, as fully as if such assignee, transferee, holder or participant were herein by name specifically given such rights, powers and benefits.

8. This Guaranty, and each and every part hereof, shall be binding upon the Guarantors, and each of them, jointly and severally, and upon the heirs, administrators, legal representatives, successors and assigns of each of the Guarantors, and shall inure to the pro rata benefit of each and every future holder of the Note or any interest in the Indebtedness Hereby Guaranteed.

9. The delivery of the Note for value to any person shall, without more, constitute conclusive evidence of the acceptance hereof, and of the reliance hereon by each and every from time to time holder of the Note or any interest in the Indebtedness Hereby Guaranteed.

10. Guarantor acknowledges and agrees that Obligee is authorized to obtain a credit report (if applicable) on Guarantor at any time

11. As used herein, the masculine gender shall include the feminine, and the singular case shall include the plural and the plural the singular, wherever the same may be applicable.

12. The obligation and liability of each Guarantor shall for all purposes be a joint and several obligation and liability for all of the Indebtedness Hereby Guaranteed.

13. Notwithstanding any modification, discharge or extension of the Indebtedness Hereby Guaranteed or any amendment, modification, stay or cure of the Obligees' rights under the Note, Security Instrument or other Loan Document which may occur in any bankruptcy or reorganization case or proceeding affecting the Borrower, whether permanent or temporary, and whether or not assented to by the Obligees, the Guarantors hereby agree that they shall be obligated hereunder to pay the Indebtedness Hereby Guaranteed and discharge the other Obligations in accordance with the terms of the Note, Security Instrument and other Loan Documents and the terms of this Guaranty as in effect on the date hereof.

14. Each Guarantor understands and acknowledge that by virtue of this Guaranty such Guarantor has specifically assumed any and all risks of a bankruptcy or reorganization case or proceeding affecting the Borrower; and, as an example and not by way of limitation, a subsequent modification of the Note, Security Instrument or other Loan Documents in any reorganization case concerning the Borrower shall not affect the obligation of such Guarantors to pay the Note and all other Indebtedness Hereby Guaranteed and to perform and observe all obligations in accordance with the original terms thereof.

15. Each Guarantor hereby agrees that if at any time all or any part of any payment theretofore applied by any of the Obligees to any Indebtedness Hereby Guaranteed is rescinded or returned by any of the Obligees for any reason whatsoever (including, without limitation, the insolvency, bankruptcy, liquidation or reorganization of any party), the Indebtedness Hereby Guaranteed shall, for the purposes of this Guaranty, be deemed to have continued in existence to the extent of such payment, notwithstanding such application by any of the Obligees, and this Guaranty shall continue to be effective or be reinstated, as the case may be, as to the Indebtedness Hereby Guaranteed, all as though such application by any of the Obligees had not been made.

16. Guarantors each hereby agree that this Guaranty shall be interpreted under and governed by the laws of the State of Delaware.

17. The Guarantors each hereby acknowledge and agree that for all purposes hereof all actions or proceedings in any way, manner or respect arising out of or relating to this Guaranty and the transactions

[redacted]

contemplated herein (herein generally called "Litigation"), shall be litigated only in courts having situs in the Applicable County or in Federal Court in the District in which the Applicable County is located. The Guarantors and each of them hereby consent and submit to the jurisdiction of any local or State court located within the Applicable County or any Federal Court in the District in which the Applicable County is located. The Guarantors and each of them hereby waive any right they or any of them may have to transfer or change the venue of any Litigation brought against Guarantors or any of them. The Guarantors and each of them hereby irrevocably waive the right to trial by jury with respect to any Litigation.

18. It shall be an Event of Default under this Guaranty and under the other Loan Documents in the event that: any Guarantor shall be dissolved, die or be adjudged legally incompetent and either (i) substitute collateral, or (ii) a replacement guarantor with sufficient creditworthiness to support the obligations, that is acceptable to Obligees in Obligees' sole discretion, is not found within sixty (60) days of said guarantor's dissolution, death or having been adjudged legally incompetent; or

19. This Guaranty may be executed in separate counterparts and such counterparts, taken together, shall constitute a fully executed and enforceable Guaranty.

20. If any one or more of the provisions or terms of this Guaranty shall be held invalid, pursuant to applicable state law or otherwise, then such provisions or terms shall be deemed severable from the remaining terms of this Guaranty and shall in no way affect the validity or enforceability of the other provisions of this Guaranty, and only the enforceable terms of this Guaranty shall survive.

21. Guarantor acknowledges, represents and warrants that:

    a. it understands the nature and structure of the transactions contemplated by this Guaranty and the other Loan Documents;
    b. it is familiar with the provisions of all of the documents and instruments relating to such transactions;
    c. it understands the risks inherent in such transactions, including the risk of loss of all or any part of the Property or of the assets of the Guarantor;
    d. it has had the opportunity to consult counsel;
    e. it has not relied on Lender or any Obligee for any guidance or expertise in analyzing the financial or other consequences of the transactions contemplated by this Guaranty or any other Loan Document or otherwise relieved on Lender or any Obligee in any manner in connection with interpreting, entering into or otherwise in connection with this Guaranty, any other Loan Document or any of the matters contemplated hereby or thereby.

IN WITNESS WHEREOF, the Guarantor(s) have signed and sealed this Guaranty as of the day and year first above written.

[SIGNATURE PAGE TO FOLLOW]

Alexander Bruyette

[redacted]

STATE OF WI Sheboygan County ss:
The foregoing instrument was acknowledged before me this 19 day of March, 2024

by **Bruyette Enterprises North LLC, a Wisconsin Limited Liability Company**

By:
Alexander Bruyette

Witness my hand and official seal.

(Seal)

COURTNEY SLADKY
NOTARY PUBLIC
STATE OF WISCONSIN

My Commission Expires: 8-7-26

Notary Public

[redacted]

CITY OF SHEBOYGAN
RESOLUTION 49-26-27

BY ALDERPERSONS MITCHELL AND PERRELLA.

JULY 13, 2026.

A RESOLUTION authorizing the appropriate City officials to engage Ehlers & Associates to prepare and present supplemental information for the Joint Review Board in conjunction with the Tax Increment District annual reports.

WHEREAS, the State of Wisconsin requires the Joint Review Board to review annual reports for each active Tax Increment District. The annual reports provide high-level information regarding the previous fiscal year and future financial projections; and

WHEREAS, City staff would like to present additional information to the Joint Review Board to more fully inform the public about the City's tax increment financing projects; and

WHEREAS, Ehlers is the City's current municipal financial advisor and is familiar with the Tax Increment Districts and projects; and

WHEREAS, the associated fee is an eligible TID expense.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to engage Ehlers & Associates to prepare and present supplemental information for the Joint Review Board in conjunction with the Tax Increment District annual reports.

BE IT FURTHER RESOLVED: That the City Administrator is encouraged to include the associated fee in the budget for each TID annually for Common Council consideration.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL
______________________________.

Presiding Officer	Attest
______________________________	______________________________
Ryan Sorenson, Mayor, City of Sheboygan	Meredith DeBruin, City Clerk, City of Sheboygan

Ehlers TIF Annual Reporting Services

SCOPE OF SERVICE

Client has requested that Ehlers & Associates assist Client in complying with its annual TID reporting and JRB meeting requirement under Wisconsin Statutes 66.1105(6m)(c)(intro) and 66.1105(4m)(f)1. ("Project"). Ehlers & Associates proposes and agrees to provide the following scope of services:

ANNUAL REPORT SUBMISSION

Annual reports must be filed electronically by Client not later than July 1 through the Department of Revenue's website with copies provided to each overlapping taxing entity. The information needed to complete the report will be found within Client's financial statements and supporting accounting records.

Scope: If requested, Ehlers & Associates will provide input to Client and Client's auditor with respect to required report entries.

Fee: **No charge for routine questions or review of report entries.**

Additional assistance may be subject to hourly charges. Client will be advised prior to incurring fees for this scope item if charges become necessary.

Preparation Of Supplemental Information For JRB

Given that the DOR annual report format provides limited information for a single fiscal year, Ehlers & Associates recommends preparation of supplemental information that will assist Client in more fully presenting the TID's current financial position, key activities, and anticipated future performance.

Scope:

1. Request from Client information necessary for preparation of summary page and updated TID cash flow.
2. Prepare supplemental information package to include:
   a. Cover and summary page.
   b. Current map of TID boundaries.
   c. Updated cash flow projection.
   d. Copy of Annual Report.

Fee: **$1,500 flat fee per TID.**

Flat fee applicable if Ehlers & Associates has available an existing cash flow model to update. If a cash flow model must be created, the additional time required for that task may be billed hourly. Client will be advised prior to incurring hourly fees for this scope item if charges become necessary. In the event Ehlers & Associates has already prepared an updated cash flow for the current year as part of other work for which it has been compensated, the fee charged may be reduced.

JRB Meeting Coordination

Following submission of the annual report with the Department of Revenue, the JRB must meet to review the annual report, and to review the performance and status of each district governed by the JRB.

Scope:

1. Obtain from Client preferred meeting dates and times and contact overlapping taxing jurisdictions to confirm availability and attendance.
2. Prepare required Class 1 meeting notice and transmit to Client's Official Newspaper for publication.
3. Prepare, and via electronic mail, provide Client and overlapping taxing jurisdictions with:
   a. Cover letter with meeting details and requirements.
   b. Agenda.
   c. Supplemental information package.
   d. Joint Review Board resolution.

Fee: $500 flat fee per meeting.

It is recommended that Client hold a single meeting for review of all active TIDs. (Separate meetings may be required in certain cases where more than one county, school district or technical college are involved).

JRB MEETING ATTENDANCE

Scope:

Attend Joint Review Board meeting to review cash flow projections and answer questions. Meeting attendance may be in person, or by conference call, as agreed to by Client. Ehlers & Associates can provide a call-in number for meetings to be held telephonically. If phone participation in meetings is permitted by Client's ordinance or policy, this may also be used to facilitate attendance by taxing jurisdiction representatives.

Fee: $500 Flat Fee per meeting.

It is recommended that Client hold a single meeting for review of all active TIDs. (Separate meetings may be required in certain cases where more than one county, school district or technical college are involved).

Fee Example

A Client with three active TIDs for which all services are requested would be charged $4,500 for preparation of the supplemental reports ($1,500 per TID), $500 for JRB meeting coordination and $500 for JRB meeting attendance for a total of $5,500. This assumes a single JRB meeting is held.

Hourly Charges

For any service requested by Client related to the Project that exceeds the Scope of Service defined in this Letter, Client will be charged on an hourly basis. Hourly charges will also apply as identified in the Scope of Services & Fee Compensation section of this Letter. Ehlers & Associates will bill Client at our then current hourly rates dependent upon the task/staff required to meet Client request. Prior to charging Client hourly fees, Ehlers & Associates will first advise Client of the anticipated charges and receive authorization to proceed. (Does not apply to hourly fees charged for travel if in person JRB meeting attendance is requested).

Payment For Services

Ehlers & Associates will invoice Client upon completion of the work. The invoice is due and payable upon receipt by Client.

Future Fee Changes

Prior to any fee adjustments, Client will be notified in writing of the revised fees and their effective date.

TID Eligible Expense

Fees charged by Ehlers & Associates for the services outlined in this Letter are a TID eligible expense.

Client Responsibility

For each TID that Ehlers & Associates is assisting with, Client agrees to:

- Provide Ehlers & Associates with the following information:
    - ✓ A copy of the TID Annual Report as filed with the Department of Revenue. (Client must also provide a copy directly to each overlapping taxing jurisdiction).

- ✓ A copy of the prior year's audited financial statements if available.
- ✓ A copy of the prior year's DOR Form PC-202 (Tax Increment Collection Worksheet).
- ✓ A current TID boundary map.
- ✓ Copies of documents related to TID debt or other TID liabilities which Client may have incurred, and which Ehlers & Associates does not have on file.

- Complete and return a questionnaire which we will provide you inquiring as to other information we may need to prepare an updated cash flow.
- Post the Annual JRB meeting agenda and provide notification as required by statute. (Ehlers & Associates will prepare and coordinate publication of the Class I Notice if this service is elected).
- Take and prepare minutes at the Annual JRB meeting.
- Provide any technology required for telephonic meeting participation by Ehlers & Associates or other parties if such participation is allowed by Client.
- Pay the following costs, which are not include within our Scope of Services:
  - ✓ Services rendered by Client's engineers, planners, surveyors, appraisers, assessors, attorneys, auditors and others that may be called on by Client to assist with preparing the annual report or related supplemental information.
  - ✓ Publication charge for the Notice of Joint Review Board meeting.

Acceptance

Client hereby accepts the terms set forth in this Written Municipal Advisor Client Disclosure and engages Ehlers & Associates to provide the services accepted below. This Letter shall be effective as of the date of its acceptance by Client and shall remain in effect for a period of one (1) year. This Letter shall thereafter renew automatically for successive one (1) year periods.

Notwithstanding the foregoing, this Letter may be terminated by either party upon sixty (60) days prior written notice. Client may change their scope of service elections or modify the list of TIDs for which services are being provided prior to commencement of each annual reporting cycle.

Scope of Service	Election of Services
Preparation of Supplemental Information for JRB	☐ Accept This Service ☐ Decline This Service
JRB Meeting Coordination	☐ Accept This Service ☐ Decline This Service
JRB Meeting Attendance	☐ Accept This Service ☐ Decline This Service

☐ Provide these services for all active TIDs.

-OR-

☐ Provide these services for the following TIDs only: ______________________

By: Title:

Name: Date:

CITY OF SHEBOYGAN
RESOLUTION 50-26-27

BY ALDERPERSONS MITCHELL AND PERRELLA.

JULY 13, 2026.

A RESOLUTION authorizing the Finance Director to make all necessary accounting entries in the City's General Ledger to close the existing Park Impact Fee Fund and transfer its remaining balance to the newly established Park Impact Fee Fund.

WHEREAS, the Park Impact Fee Fund was created in 2017 as a Special Revenue Fund to account for collected Park Impact Fees and eligible park improvements expenditures; and

WHEREAS, staff has determined that the account settings of the existing Park Impact Fee Fund were not configured appropriately within the City's financial software when implemented, resulting in an incorrect calculation of the fund's carryover balance each year; and

WHEREAS, establishing a new Park Impact Fee Fund (Fund 252) and transferring the existing balance will provide the appropriate account settings for the accurate reporting of Park Impact Fees.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to make all necessary accounting transactions in the City's General Ledger to close the existing Park Impact Fee Fund and transfer the balance to the newly created Park Impact Fee Fund.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to transfer the December 31, 2025, fund balance amounts via the following 2026 budget amendment:

INCREASE:

Park Impact Fee Fund – Interfund Transfer In
(Acct. No. 252-492000) $ 99,286.67

Park Impact Fee Fund – Interfund Transfer Out
(Acct. No. 251520-811100) $ 99,286.67

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL
________________________________.

Presiding Officer

____
Ryan Sorenson, Mayor, City of Sheboygan

Attest

____
Meredith DeBruin, City Clerk, City of Sheboygan