SECOND MORTGAGE

86606811

THIS MORTGAGE made this 16th day of December, 1986, by and between HOFFMAN NORTHWEST, a Wisconsin limited partnership, with its principal office located at 7535 North Redwood Road, Milwaukee, Wisconsin 53209, hereinafter called the Mortgagor, and FIRST WISCONSIN NATIONAL BANK OF MILWAUKEE, a National Bank, with its principal place of business at 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, hereinafter called the Mortgagee.

WITNESSETH: That, in consideration of the sum of Six Hundred Fifty-five Thousand and No/100ths Dollars (\$655,000.00) paid by Mortgagee to Mortgagor, the receipt of which sum is hereby acknowledged, the Mortgagor does by these presents grant, bargain, sall, convey, and mortgage unto the Mortgagee, its successors and ensigns, in fee simple, forever, the following described real estate situated for the Village of Hoffman Estates, County of Cook, State of Illinois, to-wit:

Lot 1 in Hoffman Porthwest Subdivision, being a subdivision of part of the Southwest Quarter of Section 6, Township 41 North, Range 10, East of the Third Principal Meridian, according to the plat thereof, recorded as Document No. 27422589.

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TOGETHER with all right, title and interest, if any, of Mortgagor, in and to the land lying within any street or roadway adjoining the above described real estate; and all right, title and interest, if any, of Mortgagor in and to any strips and gores adjoining the above described real estate or any part thereof:

TOGETHER with all buildings, structures, and improvements now or hereafter erected thereon; and, also, all furniture, furnishings fixtures, machinery, apparatus, equipment, and articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon or affixed to the said premises, or any part thereof, and used or usable in connection with any present or future operation of said premises, and now owned or hereafter acquired by Mortgagor, including, but without limitation of the generality of the foregoing, all heating, lighting, incinerating, refrigorating, ventilating, air-conditioning, air-cooling, lifting, fire extinguishing, plumbing, cleaning, communications, and power equipment and apparacus all gas, water, and electrical equipment; and all elevators, escalators, switchboards, engines, motors, tanks, pumps, screens, storm doors, scorm windows, shades, awnings, floor coverings, carpeting, draperies, televieren sots, telephone system, ranges, stoves, refrigerators, dishwashers, washers, dryers, wall beds, cabinets, partitions, conduits, ducts and compressors; &c being understood and agreed that all such furniture, furnishings, fixtures, muchinery, apparatus, equipment, and articles of personal property are a part of the said real estate and are declared to be a portion of the security for the indebtedness secured hereby (whether in single units or centrally controlled, and whether physically attached to said real estate or not); it being the intention of Mortgagor that this Mortgage shall also operate as a security agreement under the Uniform Commercial Code, and that certain financing statement filed on October 1, 1985 with the Office of the Recorder for Deeds for Cook County, Illinois as Document No. 85 U 30476 and that certain financing statement filed on October 1, 1985 with the Office of the Secretary of State of Illinois as Document No. 2051196 shall also constitute notice of this security agreement as well an notice of the security agreement contained in the Prior Mortgage hereinafter referred to.

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TO HAVE AND TO HOLD the above granted and mortgaged premises with the privileges and appurtenances thereunto belonging, and all rents, issues and profits therefrom, unto Mortgagee, its successors and assigns, forever, for the uses and purposes herein expressed. Mortgagor covenants that at and until the execution and delivery of this mortgage, Mortgagor is well soized of the above described premises, in fee simple, and has good right and full power to grant, bargain, sell, convey, and mortgage the same in the manner and form written; and that the same are free from all liens and encumbrances whatsoever, excepting only the lien of general taxes not due and payable and water main easement over, upon and under the West 20 feet of the Southwest One-quarter (SW 1) of Section 6 as described and shown by Document No. 26888375 and parking sign, retaining wall and roadway essements set out in Document Nos. 86-227006 and 86-227007, and first mortgage in favor of First Wisconsin National Bank of Milwaukee in the original amount of \$2,600,000.00 and recorded on October 1, 1985 as Document No. 85-212919, hereinafter called the Prior Novezige; and that Mortgagor does warrant and will defend the said premises with the privileges and appurtenances thereunto belonging to Mortgagee, its auclessors and assigns, forever, against all lawful claims and demands whatsoover

THIS MORTGAGE IS GIVEN TO SECURE: (a) Payment of the indebtedness evidenced by the certain promissor, note of even date herewith, made and delivered by Mortgagor and its beneficiery to Mortgagos, in the principal sum of the aforementioned consideration payable with interest at the rate and in the manner provided therein; (b) I exment by Mortgagor to Mortgagos as herein provided of all sums expended or advanced by Mortgagos pursuant to any term or provision of this mortgage; (c) Performance of each and every one of the covenants, and conditions, and agreements contained in this mortgage and the note secured hereby; and (d) Any extensions, renewals or modifications of any such note or notes on any terms what cover.

AND, MORTGAGOR HEREBY COVENANTS AND ACREES THAT:

- 1. Mortgagor will pay the principal of and interest on the indebtedness evidenced by the said note, and any other indebtedness secured hereby, as evidenced by any other agreement at the times and in the manner therein provided.
- Mortgagor will pay all taxes, assessments, and other similar charges levied upon the said premises before the same become delinquent, and will promptly deliver to Mortgages receipts of the proper officers, therefor. In default thereof, Mortgages may pay such taxes, assessments, and other similar charges, including any penalties or interest thereon (of which payment, amount and validity thereof, the receipt of the paper officer shall be conclusive evidence) and any amount so paid by Mortgages shall become immediately due and payable by Mortgagor with interest at the default rate specified in the note secured by this mortgage and payment thereof shall be secured by this mortgage.
- 3. In the event of the passage, after the date of this mortgage, of any statute or ordinance deducting from the value of real property for purposes of taxation, any lien thereon, or changing in any way the lave now in force for the taxation of mortgages or debts secured thereby, for state or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage or the interest of Mortgages hereunder, Mortgagor shall pay such tax or other sums due as a result thereof; provided that if such statute or ordinance expressly prohibits Mortgagor from making such payment, then the whole of the principal sum secured by this mortgage, with interest and charges, if any, thereon, at the option of Mortgages, shall become immediately due, payable and collectible without notice or demand.
- 4. Mortgagor will procure, deliver to and maintain for the benefit of Mortgagee during the continuance of this mortgage and until the same is fully satisfied and released, a policy or policies of insurance insuring the buildings and improvements now existing or hereafter erected on the said premises against loss or damage by fire, lightning, windstorm, hail,

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explosion, riot, civil commotion, aircraft, vehicles, smoke, and such other hazards, casualties, and contingencies as Mortgagee may designate, including, but without limitation, rent loss, business interruption, sprinkler leakage, boiler risks and war risks (as, when and to the extent insurance against war risks is obtainable). All policies of insurance required hereunder shall be in such form, companies, and amounts as may be acceptable to Mortgagee, and shall contain a mortgage clause acceptable to Mortgagee, with loss payable to Mortgagee. Mortgagor will promptly pay when due any premiums on any policy or policies of insurance required hereunder, and will deliver to Mortgagee renewals of such policy or policies at least ten (10) days prior to the expiration date(s) thereof; the said policies and renewals to be marked "paid" by the issuing company or agent. Upon Mortgagor's failure to comply with the requirements of this paragraph, Mortgagee may, in its discretion, effect any insurance required hereunder and pay the premiums due therefor, and any amounts so paid by Mortgagee shall become immediately due and payable by Mortgogor with interest at the default rate specified in the note secured herely and payment thereof shall be secured by this mortgage.

In the event of any loss or damage, Mortgagor will give immediate notice thereof to Mortgagoe, and Mortgagee may thereupon make proof of such loss or damage, if the same is not promptly made by Mortgagor. All proceeds of insurance, in the event of such loss or damage, shall be payable to Mortgagee, and any affected insurance company is authorized and directed to make payment thereof directly to Mortgagee. Mortgagee is authorized and empowered to settle, addust, or compromise any claims for loss, damage, or destruction under any policy or policies of insurance. All such insurance proceeds may, at the sole discretion of Mortgagee, be applied, in whole or in part, to the restoration, repair, or replacement, or rebuilding of the premises, or (provided Mortgagee deems such restoration, repair, raplacement or rebuilding not to be economically feasible) be retained and applied, in whole or in part, to and in reduction of any indebtedness securel hereby (whether or not then due and payable). The delivery to Mortgagee of any policy or policies of insurance hereunder, or renewals thereof, shall constitute an assignment to Mortgagee of all unearned premiums thereof as further security for the payment of the indebtedness secured hereby. In the event of any foreclosura action or ther transfer of title to the property covered hereby in extinguishment of the debt secured breaky all right, titls, and interest of Mortgagor in and to any policy or policies of insurance then in force shall pass to the Purchaser or Grantua.

In addition to the above, Mortgagor covenants and agree, that during the continuance of this mortgage and until the same is fully satisfied and released Mortgagor will produce and maintain a policy or policies of comprehensive public liability insurance. Upon request of Mortgage, Mortgagor shall furnish Mortgagee with evidence of such coverage is in acceptable to Mortgagee. If building construction or remodeling of land development is presently contemplated for the mortgaged premises, haid liability insurance shall include, but not be limited to, owner's protective liability coverage.

5. Mortgagor will maintain the premises in good condition and repair and will not commit or suffer any waste thereof, reasonable wear and tear excepted. Mortgagor will comply with, or cause to be complied with, all statutes, ordinances, regulations, or requirements of any governmental authority relating to the premises, and will promptly repair, restore, replace, or rebuild any part of the premises now or hereafter subject to the lien of this mortgage which may be damaged or destroyed by any casualty or as the result of any condemnation proceeding or exercise of the right of eminent domain, or by an alteration of the grade of any street affecting the premises as hereinafter referred, provided all insurance and condemnation proceeds are made available for such purposes. None of the buildings, structures, or improvements now or hereafter erected or located on the above described premises shall be removed, demolished, or substantially or structurally altered in any respect without the prior written consent of Mortgagos. Mortgagos, and

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any person authorized by Mortgagee, shall have the right to enter upon and inspect the premises at all reasonable times. Mortgager will pay promptly when due all charges for utilities or services, including but not limited to, electricity, gas, sewer and water, and upon failure so to pay, Mortgagee may, at its option, make such payment or payments, and any amounts so paid by Mortgagee shall become immediately due and payable and shall be secured by the lien of this mortgage with interest at the default rate specified in the note secured hereby.

- Mortgagor will not create, permit or suffer to be created any charge, 6. lien or encumbrance or lease upon the premises, or any part thereof, excepting the lien hereof, and the lien of general and special taxes duly levied and assessed, and subordinate mortgage and security agreement from Mortgagor in favor of First Service Corporation of Wisconsin in the original sum of Seven Hundred Twenty-Five Thousand and No/100ths Dollars (\$725,500,00) recorded on October 11, 1984, as Document No. 27290628 and shall not voluntarily transfer (including any attempted sale, transfer or conveyance by means of an installment sales contract or articles of agreement for leed) or lease the mortgaged premises, or any interest in or part thereof, without the prior written consent of Mortgagee. The creation of any such charge, lien or encumbrance or lease or transfer or acknowledgment, whether voluntary, involuntary or by operation of law, without the prior written consent of Mortgagee, shall, at Mortgagee's option, constitute a default under the terms of this instrument, with full right to accelerate the maturity of the indebtedness secured hereby, unless the creation of any such charge, lien, encumbrance, lease, or transfer is not a permissible event of default under federal law. Mortgagee may, without notice to the Mortgagor, deal with any successor owner in the same manner as of the Mortgagor, without in any way discharging the liability of the Mortgagor hereunder or upon the debt hereby secured.
- If all or any part of the premises are damaged, taken, or acquired, 7. either temporarily or permanently, in in condemnation proceeding, or by exercise of the right of eminent domain, or by the alteration of the grade of any street affecting the said promises, the amount of any award or other payment for such taking or damages ande in consideration thereof, to the extent of the full amount of the then remaining unpaid indebtedness secured hereby, is hereby assigned to Mortgagee, who is empowered to collect and receive the same and to give proper receipts therefor in the name of Mortgagor, and the same shall be paid forthwith to Mortgaged. Any award or payment so received by Nortgagee may, at the option of Mortgagee, be retained and applied, in whose of in part, to the indebtedness secured hereby (whether or not then due and payable), in such manner as Mortgagee may determine (provided Mortgagee deems alteration, restoration or rebuilding not to be economically feasible), or released, in whole or in part, to Mortgagor for the purpose of altering, restoring, or rebuilding any part of the premises watch may have been altered, damaged, or destroyed as the result of such ceking, alteration, or proceeding, but Mortgagee shall not be obligated to see to the application of any amounts so released.
- 8. If Mortgagee shall incur or expend any sums, including reasonable attorney's fees, whether in connection with any action or proceeding or not, by reason of this mortgage or to sustain the lien of this mortgage or its priority, or to protect or enforce any of Mortgagee's rights hereunder, or to recover any indebtedness hereby secured, all such sums shall become immediately due and payable by Mortgagor with interest thereon at the default rate specified in the note secured hereby. All such sums, with interest, shall be secured by this mortgage and be a lien on the premises prior to any right, title, interest, or claim, in, to, or upon the premises attaching or accruing subsequent to the lien of this mortgage.
- Mortgagor will not assign, in whole or in part, the rents, income, or profits arising from the premises, or any lease thereof, without the prior written consent of Mortgagee, or in any other manner impair the

security of this mortgage for the payment of the indebtedness secured hereby.

10. Mortgagor will observe and perform all covenants, conditions, and agreements contained in any management agreement, lease or leases now or hereafter affecting the premises, or any portion thereof, on the part of Mortgagor to be observed and performed. If Mortgagor shall default in the performance of any of the terms, covenants, conditions, or obligations imposed upon Mortgagor by any such management agreement, lease or leases, which default would give the manager, lassee or leases the right to terminate or cancel the said management agreement, lease or leases or make monetary advances and offset the same against future payments, then, at the option of Mortgagee, the whole of the indebtedness secured by this mortgage, including all advances and payments by Mortgagee hereunder, shall become immediately due, payable and collectable by foreclosure, or otherwise, without notice or demand. Mortgagor will not prepay any management fees nor accept any prepayment of rent or installments of rent for more than one month in advance, without the vrior written consent of Mortgagee.

Mortgagor, upon request, from time to time, will furnish to Mortgagee a statement in such reasonable detail as Mortgagee may request, certified by Mortgagor, of all management agreements and all leases relating to the premises; and, on demard, Mortgagor will furnish to Mortgagee executed counterparts of any aid all such agreements and leases.

- With respect to the said premises and the operations thereof, Mortgagor will keep or cause to be kept proper books of record and account in accordance with generally accorted (or cash basis) accounting principles consistently applied. Mortgage shall have the right to examine the said books of record and account at such reasonable times and intervals as Mortgagee may elect. Mortgagor will furnish to the Mortgagee, within ninety (90) days after the end of each liscal year (or calendar year, if appropriate) of Mortgagor, a statement of income and surplus of Mortgagor for such year, in reasonable detail and stating in comparative form the figures as of the end of and for the previous year, and also statements of income and expense relating to operations of the premises, certified by Mortgagor and by an independent certified public accountant acceptable to Mortgagee. Mortgagor will also cause Mortgagor to furnish to the Mortgagee monthly operating statements for the operation of the premises, certified by Mortgagor in such forms as may be acceptable to Mortgagee. In addition, Mortgagor will furnish to Mortgagee such interim financial statements, as Mortgagee may request, certified by Mortgagor in such form as may be acceptable to Mortgagee.
- In the event that Mortgagee (a) Grants any extension of till for forbearance with respect to the payment of any indebtedness secured by this mortgage; (b) Takes other or additional security for the parment thereof; (c) Waives or fails to exercise any right granted herein in under any note secured hereby; (d) Grants any release, with or without consideration, of the whole or any part of the security held for the payment of the indebtedness secured hereby or the release of any person liable for payment of said indebtedness; (e) Amends or modifies in any respect with the consent of Mortgagor any of the terms and provisions hereof or of the note secured hereby (including substitution of another note); then and in any such event, such act or omission to act shall not release Mortgagor, or any co-makers, sureties, or guarantors of this mortgage or of the note secured hereby, under any covenant of this mortgage or of the said note, nor preclude Mortgagee from exercising any right, power, or privilege herein granted or intended to be granted in the event of any other default then made or any subsequent default and without in any wise impairing or affecting the lien or priority of this mortgage.
- 13. Mortgagor will not make, suffer, or permit, without the written consent of the Mortgagee first had and obtained, (a) Any use of the premises for any purpose other than that for which the same are now used or intended

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to be used; (b) Any alterations of the buildings, improvements, fixtures, furniture, furnishings, apparatus, machinery, and equipment now or hereafter erected or located upon the said premises; (c) Any purchase or conditional sale, lease or agreement under which title is reserved in the vendor of any such fixtures, apparatus, machinery, equipment, or personal property to be placed in or upon any of the buildings or improvements on the said premises. Mortgager will execute and deliver, from time to time, such further instruments as may be requested by Mortgagee to confirm the lien of this mortgage on any fixtures, furniture, furnishings, property, machinery, apparatus and equipment described herein.

- If default shall be made in any of the conditions or covenants herein, 14. or in said note contained, or in the security agreement given hereby in connection with this transaction as additional security, or other agreement given in connection with this transaction (it being hereby agreed thre on default in the payment of any tax or assessment or insurance premium, or any payment on account thereof, or in the payment of any cost of expense of litigation, the Mortgagee may pay the same and all sums so odvanced, with interest at the default rate set forth in the note secured haraby, shall immediately attach as a lien hereunder and be payable on demand), the whole of said principal sum and all the accrued interest thereon shall thereupon at the option of the said Mortgages and without notice to said Mortgagor (notice being hereby waived) become and be forthwith due and mable, and shall thereupon be collectible in a suit at law, or by fore losure of this mortgage, in the same manner as if the whole of said principal sum had been made payable at the time when any such default shall occur as aforesaid. Any failure to exercise said option shall not constitute a valver of the right to exercise the same at any other time. It is agreed that "default" shall embrace and include any action in bankruptcy, receive thip, or reorganization filed by or against Mortgagor or any guarantor of or party liable on the Note, or the occurrence of any judgment or proceeding entered or brought against Mortgagor by any person affecting the ald premises or to foreclose any lien thereon. The Mortgagor, in case of such default and the continuance thereof as aforesaid, does hereby authorize and fully empower the Mortgagee to foreclose the said premises according to the statute in such case made and provided, and out of the money arising from such sale to retain the principal and interest which shall then be due on the said note, all payments due hereunder, the expenses of such foreclosure sale, and a reasonable sum as attorney's fees, and pay the overplus, if any, to said Mortgagor. The Mortgagee shall also have an orgion to sell the premises in parcels or in one unit.
- 15. Waiver of Appraisement, Valuation, Redemption. The Mortgager does hereby waive, to the full extent it may lawfully do so, the benefit of all appraisement, valuation, exemption, stay, redemption, and extension statutes, laws or equities now or hereafter in force and all vigres of marshaling of assets in the event of any sale of the premises, any part thereof or any interest therein and any court having jurisdiction to foreclose the lien hereof may sell the premises in part or as an entirety.
- 16. Whenever used in this instrument, unless the context shall otherwise clearly require, the term "Mortgagor" shall include the legal representatives, successors and assigns, of Mortgagor, and all persons claiming by, through or under Mortgagor; the term "Mortgagee" shall include the legal representatives, successors and assigns of Mortgagee; the term "note" shall refer to the promissory note and any other note evidencing indebtedness hereby secured; the term "person" shall include, any individual, partnership, joint venture, corporation, trustee, or unincorporated association; the term "premises" shall include the real estate described herein, together with all buildings, structures, and improvements thereon, and all furniture, furnishings, fixtures, machinery, apparatus, equipment, and articles of personal property referred to herein, and any and all other right, property, or interests at any time subject to the lien of this mortgage; the singular shall

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include the plural, and the plural, the singular; the gender used shall include the other genders.

- All of the terms, covenants, conditions, and agreements herein set forth shall be binding upon and inure to the bonefit of the respective successors and assigns, of the parties hereto. In the event that any such provision of this Mortgage conflicts with applicable state or federal law, such conflict shall not affect the other provisions of this Mortgage which can be given effect without the conflicting provision, and to this and the provisions of this Mortgage are declared to be severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portions of said provision or any other provisions of this Mortgage. No delay on the part of Mortgagee or any holder of the note secured hereby, in exercising any right, power or privilese hereunder, or under said note, shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege lareunder, or under said note, preclude other or further exercise three of or the exercise of any other right, power or privilege. The rights and remedies herein specified are cumulative and are not exclusive of any rights or remedies which Mortgagee or the holder of the note would otherwise have.
- 18. Upon the commencement or during the pendency of any action to foreclose this Mortgage, the court in which such action is brought may appoint a receiver of the mortgaged premises, and may empower said receiver to collect the rents, issues and profits of said premises during the pendency of such foreclosure action, and until the confirmation of sale made under any judgment foreclosing this Mortgage, and may order such rents, issues and profits, when so collected, to be held and applied, as the court shall from time to time direct.
- 19. Mortgagee shall be subrogated for further security to the lien, although released of record, of any and all encumbrances, or construction or mechanic lien claims, paid out of the proceeds of the loan secured by this Mortgage or any advances made by Mortgagee hereunder.
- This Mortgage is subordinate to the lien of that certain above referred 20. to Prior Mortgage. Mortgager represents and worrants that no default has occurred or presently exists under said Prior Morigage or the note or any agreement secured thereby and that this mortgage shall not constitute a default thereunder; Mortgagor covenants and agraes to faithfully perform all obligations of said Prior Mortgage and the note or other agreement secured thereby; Mortgagor agrees that it will not enter into any amendment, extension or modification of said Prior Mortgige or the note or any other agreement secured thereby without the prior vitteen consent of Mortgagee; and Mortgagor further agrees to furnish Mortgages, promptly after receipt, copies of all notices of default or delinquency riceived by Mortgagor from the holder of said Prior Mortgage. Mortgagor further agrees that a default in any of the terms and conditions of said Prior Mortgage, or the note, or any other agreement secured thereby, or in the terms and provisions of this paragraph, shall at the option of Mortgrate constitute a default under this mortgage and the note secured by this mortgage. In the event of any such default in any of the terms and conditions of said Prior Mortgage or the note or any other agreement secured thereby, Mortgagee may in its discretion and at its sole option cure such default and any sums incurred or expended relative thereto by Mortgagee shall become immediately due and payable and shall be secured by the lien of this mortgage with interest at the default rate of interest provided for in the note which is secured by this mortgage.

Mortgagor further agrees that if default shall be made in any of the conditions or covenants herein or in the note secured hereby contained, the whole of the principal sum and all the accrued interest thereon secured by the said Prior Mortgage shall thereupon at the option of the holder of the Prior Mortgage become and be forthwith due and payable and collectable in the same manner as if the whole of said principal sum had

been made payable at the time when any such default shall occur as aforesaid.

PROVIDED, NEVERTHELESS, that if Mortgagor shall pay to Mortgagee the said sums of money described in the note secured hereby and the interest thereon, in the manner and at the times mentioned in said note, and any and all other sums which may become payable by Mortgagor hereunder, and shall fully keep and perform the terms, covenants, conditions, and agreements hereof by Mortgagor to be kept and performed, then this mortgage and the estate hereby granted shall cease, determine, and be void, and said mortgage shall thereupon be released by the Mortgages at the cost and expenses of Mortgagor (all claims for statutory penalties, in case of Mortgagee's failure to release, being hereby waived.)

IN WITNESS WHEREOF, the said Mortgagor has caused these presents to be duly executed and delivered the day and year first above written.

> HOFFMAN NORTHWEST, A Wisconsin limited partnership

900 PT Ox STATE OF WISCONSIN

COUNTY OF MILWAUKEE)

Personally came before me, this day of December, 1986, the above named David M. Lowe, to me known to be the general partner of Hoffman Northwest, a limited partnership and person who executed the foregoing instrument and acknowledged the same as such seneral partner and as the act of said partnership.

John J. Poohlman.

State of Wisconsin

My commission is parament.

This instrument was drafted by John J. Pochlmann on behalf of First Wisconsin National Bank of Milwaukee.

RETURN TO: John J. Poehlmann Law Department First Wisconsin National Bank of Milwaukee 777 East Wisconsin Avenue Milwaukee, Wisconsin 53202

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