

Knight Barry Title Advantage LLC
2036 Kohler Memorial Dr
Sheboygan, WI 53081
(920)459-0733
Fax: (920)459-0734

Completed on: 05/11/2022 01:14 PM
Last Revised on: 05/11/22 01:14 PM
Printed on: 05/11/2022 01:14 PM
Title Contact: Kristy Beaudette (kristy@knightbarry.com)
Closing Contact: Josh Schaefer (josh@knightbarry.com)

COMMITMENT DATE May 5, 2022 at 12:00 AM

1. POLICY TO BE ISSUED

ALTA OWNERS POLICY (07/01/21)

Proposed Amount of Insurance: \$325,000.00
(the purchase price)

Proposed Insured: IUE-CWA Local 800
(the buyer)

**2. TITLE TO THE FEE SIMPLE ESTATE
OR INTEREST IN THE LAND IS AT THE
COMMITMENT DATE VESTED IN**
(the owner)

Wells Fargo Bank Wisconsin, National Association

**3. THE LAND IS DESCRIBED AS
FOLLOWS**
(the legal description)

All of Lot 10, and parts of Lots 2, 3, and 11, Block 8 of the Original Plat of the City of Sheboygan Falls, Sheboygan County, Wisconsin, described as follows: Commencing at the Southeast corner of said Lot 10, thence North 20 degrees 00 minutes 00 seconds West, along the Westerly line of Buffalo Street, 102.76 feet, thence South 69 degrees 27 minutes 40 seconds West, 239.23 feet to the Westerly line of said Block 8, thence South 19 degrees 53 minutes 14 seconds East along said Westerly line, 74.26 feet to the Northerly line of Monroe Street (S.T.H. "28), thence North 82 degrees 40 minutes 40 seconds East along said Northerly line, 122.35 feet, thence North 69 degrees 41 minutes 30 seconds East along said Northerly line, 120.00 feet to the point of beginning.

*For informational purposes only:
Property Address: 806 Monroe St, Sheboygan Falls, WI 53085
Tax Key Number: 59282900710*

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All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Warranty Deed or Special Warranty Deed from Wells Fargo Bank Wisconsin, National Association to IUE-CWA Local 800.

FURTHER the Company must be supplied with the Wisconsin Electronic Real Estate Transfer Return as required by Section 77.22, Wis. Stats.

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Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date, as set forth on the Commitment for Title Insurance, and the Date of Policy, as set forth on the Policy.
2. Special assessments, special taxes or special charges, if any, payable with the taxes levied or to be levied for the current and subsequent years.
3. Liens, hook-up charges or fees, deferred charges, reserve capacity assessments, impact fees, or other charges or fees and due payable on the development or improvement of the Land, whether assessed or charged before or after the Date of the Policy.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Rights or claims of parties in possession not shown by the Public Records.
6. Any encroachments, encumbrance, violation, variation, or adverse circumstance affecting Title that would be disclosed by an accurate and complete land survey of the Land.
7. Easements or claims of easements not shown by the Public Records.
8. Any claim of adverse possession or prescriptive easement.
9. General Taxes for the year 2022 and subsequent years, not yet due or payable. In the event that the transaction to be insured under this Commitment occurs in December of 2022 or later, then please contact the Company for an update as to the status of taxes. Failure to do so will result in the following appearing as an exception on the final title insurance policy to be issued pursuant to this Commitment: "General Taxes for the year 2022 and subsequent years."

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10. Taxes for the year 2021 in the amount of \$11,917.86 are being paid on a payment plan. The balance due is \$5,565.55 . All installments that are due have been paid and there are no delinquent balances.
11. Storm, sewer, drainage, water utility and/or sanitary district assessments, if any.
12. Public or private rights, if any, in such portion of the Land as may be presently used, laid out, or dedicated in any manner whatsoever, for street, highway and/or alley purposes.
13. Covenants, conditions, restrictions, and other matters contained in the instrument recorded September 6, 1957 in Vol. 379 of Deeds, page 147 as Document No. [687540](#).
14. Agreement and other matters contained in the instrument recorded September 6, 1957 in Vol. 7 of Contracts, page 270 as Document No. [687542](#).
15. Agreement for Partial Release of Easements and Restrictions and other matters contained in the instrument recorded February 7, 1984 in Vol. 952 of Records, page 887 as Document No. [1098364](#).
16. Easement and other matters contained in the instrument recorded May 13, 2002 in Vol. 1989, page 923 as Document No. [1636559](#).
17. Temporary Construction Easement and other matters contained in the instrument recorded April 14, 2014 as Document No. [1984779](#).
18. Mortgage, Security Agreement, and Financing Statement from Wisconsin Associates Limited Partnership, a Massachusetts limited partnership to Valley Federal Savings and Loan Association in the amount of \$12,900,000.00 dated February 10, 1984 and recorded February 15, 1984 in Vol. 953 of Records, page 366 as Document No. [1098667](#). Said mortgage includes additional lands not described in Schedule A.

The mortgage described above as Document No. 1098667 was assigned of record to Norwest Corporation by instruments recorded November 20, 1992 in Vol. 1247 of Records, page 536 as Document No. [1357853](#), in Vol. 1247 of Records, page 546 as Document No. [1357854](#), and in Vol. 1247 of Records, page 556 as Document No. [1357855](#).

The mortgage described above as Document No. 1098667 was amended by an instrument recorded June 4, 1998 in Vol. 1581, page 121 as Document No. [1507833](#).
19. Collateral Assignment of Leases, Subleases, Attornment Agreements, Rents, Profits and Other Agreements from Wisconsin Associates Limited Partnership, a Massachusetts limited partnership to Valley Federal Savings and Loan Association recorded February 15, 1984 in Vol. 953 of Records, page 398 as Document No. [1098668](#). Said assignment includes additional lands not described in Schedule A.

This page is only a part of the 2021 ALTA Commitment for Title Insurance underwritten by First American Title Insurance Company. This Commitment is not valid without the Notice, the Commitment to Issue Policy and the Commitment Conditions (located at <https://www.knightbarry.com/cover/fa/21>); Schedule A; Schedule B, Part 1 Requirements; and Schedule B, Part 2 Exceptions. *All italicized words in this Commitment are for informational purposes only and for the convenience of the reader and are not part of the ALTA Commitment form.*

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The collateral assignment of leases described above as Document No. 1098668 was assigned of record to Norwest Corporation by instruments recorded November 20, 1992 in Vol. 1247 of Records, page 536 as Document No. [1357853](#), in Vol. 1247 of Records, page 546 as Document No. [1357854](#), and in Vol. 1247 of Records, page 556 as Document No. [1357855](#).

The collateral assignment of leases described above as Document No. 1098668 was amended by an instrument recorded June 4, 1998 in Vol. 1581, page 121 as Document No. [1507833](#).

20. Second Mortgage, Security Agreement, and Financing Statement from Wisconsin Associates Limited Partnership, a Massachusetts limited partnership to Citizens Bancorporation, a Wisconsin corporation in the amount of \$3,685,986.00 dated February 10, 1984 and recorded February 15, 1984 in Vol. 953 of Records, page 413 as Document No. [1098669](#). Said mortgage includes additional lands not described in Schedule A.

The mortgage described above as Document No. 1098669 was amended by an instrument recorded June 4, 1998 in Vol. 1581, page 139 as Document No. [1507834](#).

21. Second Collateral Assignment of Leases, Subleases, Attornment Agreements, Rents, Profits and Other Agreements from Wisconsin Associates Limited Partnership, a Massachusetts limited partnership to Citizens Bancorporation recorded February 15, 1984 in Vol. 953 of Records, page 461 as Document No. [1098670](#). Said assignment includes additional lands not described in Schedule A.

The collateral assignment of leases described above as Document No. 1098670 was amended by an instrument recorded June 4, 1998 in Vol. 1581, page 139 as Document No. [1507834](#).

22. Memorandum of Lease by and between Wisconsin Associates Limited Partnership, a Massachusetts limited partnership and Citizens Bancorporation, a Wisconsin corporation and other matters contained in the instrument dated February 10, 1984 and recorded February 15, 1984 in Vol. 953, of Records page 482 as Document No. [1098671](#). Said memorandum includes additional lands not described in Schedule A.

23. Option Agreement and other matters contained in the instrument recorded February 15, 1984 in Vol. 953 of Records, page 492 as Document No. [1098672](#). Said agreement includes additional lands not described in Schedule A.

24. Memorandum of Sublease by and between Citizens Bancorporation, a Wisconsin corporation and Citizens Bank, a Wisconsin corporation and other matters contained in the instrument dated February 10, 1984 and recorded February 15, 1984 in Vol. 953 of Records, page 516 as Document No. [1098673](#). Said memorandum includes additional lands not described in Schedule A.

25. Subordination, Non-Disturbance and Attornment Agreement entered into by and between Valley Federal Savings and Loan Association and Citizens Bancorporation, a Wisconsin corporation dated February 10, 1984 and recorded February 15, 1984 as Document No. [1098675](#). Said agreement includes additional lands not described in Schedule A.

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26. Attornment Agreement executed by Wisconsin Associates Limited Partnership, a Massachusetts limited partnership to Citizens Bank, a Wisconsin corporation dated February 10, 1984 and recorded February 15, 1984 in Vol. 953 of Records, page 559 as Document No. [1098676](#). Said agreement includes additional lands not described in Schedule A.
27. Collateral Assignment of Rents and Subleases between Citizens Bancorporation, a Wisconsin corporation and Wisconsin Associates Limited Partnership, a Massachusetts limited partnership recorded February 15, 1984 in Vol. 953 of Records, page 571 as Document No. [1098677](#). Said assignment includes additional lands not described in Schedule A.
28. Inter-Creditor Agreement and other matters contained in the instrument recorded February 15, 1984 in Vol. 953 of Records, page 583 as Document No. [1098678](#). Said agreement includes additional lands not described in Schedule A.
29. Memorandum of Lease entered into by and between Wisconsin Associates Limited Partnership, a Massachusetts limited partnership and Norwest Corporation, a Delaware corporation and other matters contained in the instrument dated January 2, 1998 and recorded June 4, 1998 in Vol. 1581, image 107 as Document No. [1507832](#). Said memorandum includes additional lands not described in Schedule A.
30. Right title and interest of the City of Sheboygan Falls in the Land as set forth in the Warranty Deed recorded September 6, 1957 in Volume 379 of Deeds, page 147 as Document No. [687540](#) and in the Agreement recorded September 6, 1957, in Vol. 7 of Contracts, page 270 as Document No. [687542](#) stating in pertinent part: "Should the Buyer [The Citizens State Bank], its successors or assigns fail for a period of 10 years to use the 20 foot strip for driveway purposes, then said Parcel III shall revert back to the City of Sheboygan Falls or its assigns."

FOOTNOTES

THIS IS FOR INFORMATIONAL PURPOSES ONLY; NOTHING NOTED IN THIS SECTION WILL APPEAR ON THE POLICY.

a. Taxes for the year 2020 in the amount of \$15,013.22, and all prior years are paid.

b. A search of the tract index maintained by the Sheboygan County Register of Deeds office ('Register') for the 24 months prior to the Effective Date of this Commitment reveals no deeds conveying the Land recorded with the Register during the stated time period. The last document conveying the Land recorded with the Register was a deed to Wells Fargo Bank Wisconsin, National Association recorded on May 13, 2002 in Vol. 1989, page 923 as Document No. 1636559.

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SOURCE OF BUSINESS

Gottsacker Real Estate Co
819 New York Ave
Sheboygan, WI 53081
(920)458-4615

FILE #: 2144089

ISSUE DATE: May 11, 2022

PROPERTY: 806 Monroe St
Sheboygan Falls, WI 53085
Sheboygan County

| DESCRIPTION | SELLER CHARGE | BUYER CHARGE | AMOUNT |
|--|----------------------|--------------|--------------------|
| Owner's Policy (Coverage \$325,000.00) | 1,180.00 | 0.00 | 1,180.00 |
| Gap - 2006 | 150.00 | 0.00 | 150.00 |
| Special Assessment/Municipal Lien Search | 50.00 | 0.00 | 50.00 |
| | 1,380.00 | 0.00 | \$1,380.00 |
| | TOTAL AMOUNT: | | \$ 1,380.00 |