Leon E. Sheehan (1960-2010) James Naugler G. Jeffrey George* David F. Stickler Joseph J. Skemp, Jr. * Kara M. Burgos § Matthew R. Cromheecke* Justin W. Peterson* Nathan P. Skemp* Sarah E. Korte*

* also licensed in Minnesota § Court Commissioner



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201 Main Street, Suite 700 Post Office Box 786 La Crosse, WI 54602-0786 Telephone (608) 784-8310 Facsimile (608) 782-6611 www.msm-law.com

> Financial/HR Manager Jessica D. Hall

> > Paralegals
> > Tiffany Bolduan
> > Libby Hauser
> > Brittany Dahl

March 5, 2018

Via Email: mattys@cityoflacrosse.org

Attorney Stephen F. Matty City Attorney City Hall 400 La Crosse Street La Crosse, WI 54601

Re: Amended and Restated Development Agreement for the Development of Parcel 5 of Redevelopment Authority Project North and West of City Hall by River Architects ("Development Agreement")

Dear Stephen:

Val Schute has advised me that at its meeting on December 18, 2017, the Board of Public Works found that River Architects was in compliance with both valuation and job requirements pursuant to the terms of the above described Development Agreement. It is my understanding that as a result of the determination of the Board of Public Works, the Development Agreement is now deemed terminated by the City.

First and foremost, I would like to thank you for your assistance in the handling of this matter.

I am enclosing for your review the following documents:

- 1. Termination Agreement.
- 2. A copy of the Title Commitment provided by Knight Barry relative to the real estate which is the subject of this matter, and located at 740 Seventh Street North, La Crosse, Wisconsin.
- 3. Satisfaction of Mortgage form.
- 4. A copy of the original Promissory Note running from River Holdings of La Crosse, LLC to the City of La Crosse, and in the original principal amount of \$175,000.
- 5. Three Release of Assignment forms.

As you will note from a review of the Title Commitment, it has several exceptions in it which relate the Development Agreement with the City of La Crosse, and various security instruments in place in favor of the City of La Crosse, relative to the loan from the City to River Holdings. In order to clear up the title to the real estate in question the following steps/documents will need to be executed:

- 1. The enclosed Termination Agreement sets forth the status of this matter, the fact that River Architects/River Holdings has fully complied with the terms of the Development Agreement with the City, and specifies additional documentation that will be needed not only to terminate the Development Agreement, but also to terminate the security instruments now held by the City of La Crosse. While the Board of Public Works has made the findings that River Architects has complied with both valuation and job requirements under the Development Agreement, it is my understanding that there will be one more review by the City in August of this year. Assuming that River Architects/River Holdings remain in compliance at that time, I would ask that the Termination Agreement and the other documents attached hereto, be executed by the City. I have diaryed this matter for the 1st of August of this year, and I plan on contacting you at that time.
- 2. The Satisfaction of Mortgage form enclosed satisfies the current Mortgage that the City has against the River Holdings parcel.
- 3. I request that a representative of the City write on the margin of the enclosed Promissory Note that it has been "PAID IN FULL", and that representative should then sign on behalf of the City and insert the date of the signature. This document would then be returned to River Architects.
- 4. The City currently has a Collateral Assignment, against certain life insurance policies on the lives of Val Schute and Mike Swinghammer. Since the City has been paid in full, we are asking that the City sign each of these Release of Assignment forms, so that they can be submitted to Northwestern Mutual Life Insurance Company, thereby terminating the Collateral Assignments.

Please contact me should you have any questions about the contents of this letter or the documents enclosed.

Respectfully,

MOEN SHEEHAN MEYER, LTD. Davis F. Stochler

David F. Stickler

Email: dstickler@msm-law.com

DFS/cm Enclosure

cc: Val Schute (w/out encl) (via e-mail)

TERMINATION AGREEMENT

This TERMINATION AGREEMENT ("Agreement") is entered into by and among the City of La Crosse, a municipal corporation ("City")"; Redevelopment Authority of the City of La Crosse, Wisconsin, a statutory authority authorized by the laws of the State of Wisconsin ("Authority"); River Architects, Inc., a Wisconsin corporation ("River Architects"), River Holdings of La Crosse, LLC, a Wisconsin limited liability company ("River Holdings"); Valentine J. Schute ("Schute") and Michael W. Swinghamer ("Swinghamer").

RECITALS

- A. The City and the Authority executed a Redevelopment Plan for the project north and west of City Hall, which Redevelopment Plan was recorded in Volume 670 of Records, at Page 453, as Document No. 923413. Said Redevelopment Plan was thereafter subject to several amendments.
- B. On March 18, 2004, the Redevelopment Authority executed a Quit Claim Deed in favor of First Federal Capital Bank, which Deed was recorded on March 24, 2004, as Document No. 1388595 (the "First Federal Deed"). Said Deed specifies that the conveyance is subject to a certain contract for conveyance and purchase of vacant land also known as Parcel 5.
- C. On February 9, 2007, the Redevelopment Authority, City, River Architects, Schute and Swinghamer executed the Amended and Restated Development Agreement for the development of Parcel 5 of Redevelopment Project North and West of City Hall, which Agreement was recorded on July 3, 2007 as Document No. 1479510, in the Office of the Register of Deeds for La Crosse County, Wisconsin.
- D. On May 1, 2009 the City of La Crosse provided to River Holdings a Quit Claim Deed pursuant to which the City transferred all of its ownership interest in and to the following described real estate:
 - Lot 1 of Certified Survey Map recorded as Document No.: 1129105, in Volume 6, Page 104 of the County of La Crosse Records.
- E. On May 1, 2009, River Holdings executed a Promissory Note in the original principal amount of \$175,000.00, made payable to City of La Crosse. Said Promissory Note has been paid in full.
- F. On May 1, 2009, River Holdings executed a real estate mortgage in favor of City, which mortgage was recorded on May 7, 2009 as Document No. 1525653, which document was recorded in the Office of the Register of Deeds for La Crosse County, Wisconsin. The Mortgage was executed to secure the payment by River Holdings of the Promissory Note described herein.
- G. There is currently in force a Collateral Assignment of certain life insurance policies owned by Schute and Swinghamer, in favor of City. The purpose of said Collateral Assignment was to secure the payment by River Holdings of the Promissory Note described above.

NOW, THEREFORE, for valuable consideration and in further consideration of the mutual terms and agreements set forth herein, the parties agree as follows:

- 1. City and Redevelopment Authority hereby state that the Redevelopment Plan referenced herein for the project north and west of City Hall, and any and all amendments thereto, are terminated and none of the parties thereto have any obligations of any nature owing to any of the other parties thereto.
- 2. City and Redevelopment Authority hereby state that the Amended and Restated Development Agreement for the Development of Parcel 5, and any and all amendments thereto, are terminated in full and none of the parties thereto have any obligations of any nature owing to any of the other parties thereto. City and Redevelopment Authority hereby terminate any revisionary right held by either of said entities and further state that the personal guaranties of Schute and Swinghamer are terminated, in full.
- 3. Neither the City nor the Redevelopment Authority have any further rights pursuant to the Quit Claim Deed that is described in Paragraph B of the Recitals herein, and the parties hereto acknowledge and agree that Parcel 5 has been sold to River Holdings.
- 4. The City shall return to River Holdings, within 30 days from the date of this Agreement, the Promissory Note described at Paragraph D of the Recitals, marked "Paid in Full" with the signature of a duly authorized official of the City of La Crosse.
- 5. The City and the Redevelopment Authority will prepare, execute and provide to River Holdings a Satisfaction of Mortgage form, pursuant to the terms of which the Mortgage described in Paragraph E of the Recitals is satisfied in full.
- 6. The City will prepare, execute and provide a Termination of Collateral Assignment form, pursuant to which the City and/or Redevelopment Authority terminate any and all collateral assignments that may run in their favor as to any life insurance policies owned by Schute and Swinghamer.
- 7. This Agreement and any and all documents related thereto, shall be binding upon the parties hereto and their respective heirs, successors and assigns.
 - 8. This Agreement shall be governed by the laws of the State of Wisconsin.
- 9. Each party has the authority to sign on behalf of the respective entity. The representatives of the City of La Crosse and the Redevelopment Authority of the City of La Crosse who are executing this Agreement hereby represent and warrant that they have full power, authority and right to execute this Agreement and said representatives warrant, jointly and severally, that the execution and delivery of this Agreement has been duly authorized, and the execution of this Agreement by such representatives is sufficient and legally binding on each party hereto without the joinder or approval of any other party.

The officers of River Architects and the members of River Holdings who are executing and attesting to this Agreement hereby represent and warrant that they have full power, authority

and right to execute this Agreement, and said officers or members represent and warrant, jointly and severally, that the execution and delivery of this Agreement has been duly authorized by the directors of River Architects and the members of River Holdings and the execution of this Agreement by such officers/members is sufficient and legally binding on each party hereto without the joinder or approval of any other party.

10. This Agreement may be executed be deemed an original, but all of which together.	nted in one or more counterparts, each of which shall her shall constitute one instrument.
Dated this day of February, 2018.	
	CITY OF LA CROSSE
	By:
	REDEVELOPMENT AUTHORITY OF THE CITY OF LA CROSSE, WISCONSIN
	By:
	RIVER ARCHITECTS, INC.
	By:
	RIVER HOLDINGS OF LA CROSSE, LLC
	By:
	Valentine J. Schute ("Schute")
	Michael W. Swinghamer

SCHEDULE A - ALTA TITLE INSURANCE LOAN POLICY (Version 6/17/2006)



The Title Company LLC 500 2nd St. S. Suite 102 La Crosse, WI 54601 608-791-2000

Fax: 608-791-2015

Refer inquiries to:Jessica Morrison (jessica@knightbarry.com)

Office File Number	Policy Number	Date of Policy	Amount of Insurance
779201	M-9302-004711131	July 22, 2015 at10:47 am	\$1,004,541.72

1. Name of Insured

Altra Federal Credit Union its successors and/or assigns

- 2. The estate or interest in the Land that is encumbered by the Insured Mortgage is: Fee Simple
- 3. Title is vested in:

River Holdings of La Crosse, LLC a Wisconsin limited liability company

The Insured Mortgage, and its assignments, if any, are described as follows:

Mortgage from River Holdings of La Crosse, LLC, a Wisconsin limited liability company to Altra Federal Credit Union in the amount of \$1,004,541.72 dated July 17, 2015 and recorded on July 22, 2015 as Document No. 1660298.

5. The Land referred to in this policy is described as follows:

Lot 1 of Certified Survey Map filed February 8, 1995 in Volume 6 of Certified Survey Maps, page 104-104A, as Document No. 1129105, said Certified Survey Map being part of Lots 4, 5, 6, 7, 8, and 9 in Block 5 of T. Burns, H.S. Durand, S.T. Smith & R.M. Rublee's Addition to the City of La Crosse, in part of the West 1/2 of the NW 1/4 of the SW 1/4 and in Government Lot 3 of Section 32, Township 16 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin

FOR INFORMATIONAL PURPOSES ONLY:

Property Address: 740 7th St N, La Crosse, WI 54601

Tax Key Number: 17-20163-130 and 17-20163-131



SCHEDULE B - EXCEPTIONS FROM COVERAGE (Version 6/17/2006)



The Title Company LLC 500 2nd St. S. Suite 102 La Crosse, WI 54601 608-791-2000 Fax: 608-791-2015

Refer inquiries to:Jessica Morrison (jessica@knightbarry.com)

Office File Number	Policy Number	Date of Policy	Amount of Insurance
779201	M-9302-004711131	July 22, 2015 at10:47 am	\$1,004,541.72

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

- Liens, hook-up charges or fees, deferred charges, reserve capacity assessments, impact fees, or other charges or fees due payable on the development or improvement of the Land, whether assessed or charged before or after the date of the policy.
- Any encroachments, encumbrance, violation, variation, or adverse circumstance affecting Title that would be disclosed by an accurate and complete land survey of the Land.
- 3. Easements or claims of easements not shown by the public records.
- Any claim of adverse possession or prescriptive easement.
- 5. General Taxes for the year 2015, none now due and payable as of the date of policy.
- 6. Easements, if any, of the public or any utility, municipality or person, as provided in Section 66.1005 of the Wisconsin Statutes, for the continued use and right of entrance, maintenance, construction and repair of underground or overground structures, improvements, or services in that portion of the Land which were formerly part of an alley and/or street and which are now vacated.

THE RESIDENCE SERVICE ----

- Covenants, conditions and restrictions in Redevelopment Plan for Project North and West of City Hall, recorded 12/08/1981 in Volume 670 of Records, page 453, Document No. 923413, which was amended by instrument recorded 09/05/1984 in Volume 722 of Records, page 37, Document No. 954539, which was again amended by an instrument recorded 05/17/1990 in Volume 868 of Records, page 605, Document No. 1036976, which was again amended by an instrument recorded 12/17/1990 in Volume 883 of Records, page 412, Document No. 1045635 and again amended by instrument recorded 02/22/1991 in Volume 886 of Records, page 931, Document No. 1047730, again amended by an instrument recorded 03/17/1994 in Volume 1039 of Records, page 877, Document No. 1112651, and again amended by instrument recorded 07/26/1994 in Volume 1057 of Records, page 140, Document No. 1120436, again amended by instrument recorded 09/14/1994 in Volume 1062 of Records, page 773, Document No. 1122930 and again amended by an instrument recorded 09/14/1994 in Volume 1062 of Records, page 777, Document No. 1122931.
- Covenants, conditions and restrictions contained in deed Restriction recorded 02/28/2006, Document No. 1443451.
- Easement and other matters contained in the instrument recorded July 2, 1998 Volume 1250 of Records, page 646 as Document No. 1201418
 - Governants, conditions and restrictions contained in Quit Claim Deed recorded 03/24/2004, Document No. 1388595.
 - Covenants, conditions, and restrictions contained in Amended and Restated Development Agreement for the Development of Parcel 5 of Redevelopment Project North and West of City Hall by River Architects recorded 07/03/2007, Document No. 1479510, which was amended by instrument recorded 09/23/2009, Document No. 1535840.

Underwritten by Stewart Title Guaranty Company, P.O. Box 2029, Houston, TX 77252-2029





The Title Company LLC 500 2nd St. S. Suite 102 La Crosse, WI 54601 608-791-2000

Fax: 608-791-2015

Refer inquiries to: Jessica Morrison (jessica@knightbarry.com)

Office File Number	Policy Number	Date of Policy	Amount of Insurance
779201	M-9302-004711131	July 22, 2015 at10:47 am	\$1,004,541.72

- 12. Mortgage from River Holdings of La Crosse, LLC to City of La Crosse in the amount of \$175,000.00 dated May 1, 2009 and recorded May 7, 2009 as Document No. 1525653.
- 13. Consequences, if any, due to the fact that the Articles of Organization and the Operating Agreement of River Holdings of La Crosse, LLC were not provided to us.

Footnotes to Schedule B

In addition to the matters described in Schedule B above, the Interest in the Land described in Schedule A is subject to the following matters; but the Company insures that these matters are subordinate to the lien of the insured mortgage:

Assignment of Rents executed by River Holdings of La Crosse, LLC to Altra Federal Credit Union dated July 17, 2015 and recorded July 22, 2015 as Document No. 1660299.



State Bar of Wisconsin Form 29-2003 SATISFACTION OF MORTGAGE

Document Number

Document Name

City of La Connec 117		II
The undersigned certifies that City of La Crosse, Wi	sconsin	
is the present owner of a Mortgage executed by River Hole	dings of La Crosse, LLC	
to City of La Crosse, Wisconsin		
to secure payment of \$ 175,000.00 , dated 1	May 1, 2009	
· · · · · · · · · · · · · · · · · · ·	e of the Register of Deeds	Recording Area
for La Crosse County, Wisconsin, in		
of Records, at (Images) (Pages), as Documer	nt No. 1525653	Name and Return Address
and further certifies that the undersigned has a right to satisfies the above-described Mortgage on the following de-		Attorney David F. Stickler Moen Sheehan Meyer, Ltd.
in said county ("Property") (if more space is needed, please		201 Main Street, Suite 700
m said county (Troporty) (if more space is needed, prease	attaon addonading.	La Crosse, WI 54601
Lot 1 of Certified Survey Map recorded as Document No.	1129105, Volume 6, Page	
104 of County of La Crosse Records, La Crosse County, W	isconsin.	17-20163-130; 17-201163-131
		Parcel Identification Number (PIN)
Dated		
Dated(SE	AL)	(SEAI
*(SE	*	(SEAI
*(SE	*	CKNOWLEDGMENT
* AUTHENTICATION Signature(s)	* AC STATE OF WISCONS	CKNOWLEDGMENT HN)) ss.
* AUTHENTICATION Signature(s) authenticated on	* AC STATE OF WISCONS LA CROSSE	CKNOWLEDGMENT SIN) ss. COUNTY)
* AUTHENTICATION Signature(s) authenticated on	* STATE OF WISCONS LA CROSSE Personally came before	CKNOWLEDGMENT SIN) ss. COUNTY e me on
* AUTHENTICATION Signature(s) authenticated on * TITLE: MEMBER STATE BAR OF WISCONSIN (If not,	* STATE OF WISCONS LA CROSSE Personally came before	CKNOWLEDGMENT SIN) ss. COUNTY)
* AUTHENTICATION Signature(s) authenticated on * TITLE: MEMBER STATE BAR OF WISCONSIN	* AC STATE OF WISCONS LA CROSSE Personally came before the above-named to me known to be the	CKNOWLEDGMENT SIN Since the person(s) who executed the foregoing
* AUTHENTICATION Signature(s) authenticated on * TITLE: MEMBER STATE BAR OF WISCONSIN (If not, authorized by Wis. Stat. § 706.06)	* AC STATE OF WISCONS LA CROSSE Personally came before the above-named	CKNOWLEDGMENT SIN Since the person(s) who executed the foregoing
* AUTHENTICATION Signature(s) authenticated on * TITLE: MEMBER STATE BAR OF WISCONSIN (If not, authorized by Wis. Stat. § 706.06) THIS INSTRUMENT DRAFTED BY:	* AC STATE OF WISCONS LA CROSSE Personally came before the above-named to me known to be the	CKNOWLEDGMENT SIN Since the person(s) who executed the foregoing
* AUTHENTICATION Signature(s) authenticated on * TITLE: MEMBER STATE BAR OF WISCONSIN (If not, authorized by Wis. Stat. § 706.06)	* STATE OF WISCONS LA CROSSE Personally came before the above-named to me known to be the instrument and acknown *	CKNOWLEDGMENT SIN Since the same on the person(s) who executed the foregoing ledged the same.
* AUTHENTICATION Signature(s) authenticated on * TITLE: MEMBER STATE BAR OF WISCONSIN (If not, authorized by Wis. Stat. § 706.06) THIS INSTRUMENT DRAFTED BY:	* AC STATE OF WISCONS LA CROSSE Personally came before the above-named to me known to be the instrument and acknown.	CKNOWLEDGMENT SIN Since person(s) who executed the foregoing ledged the same. Wisconsin

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

SATISFACTION OF MORTGAGE © 2003 STATE BAR OF WISCONSIN FORM NO. 29-2003

Note: Only one mortgage may be described in this document.

^{*} Type name below signatures.

FIXED RATE PROMISSORY NOTE

OBLIGOR	top top the top to the	TAX PARCEL IDENTIFICATION NUMBERS
River Holdings of La C	rosse, LLC NOTE EFFECTIVE DATE	17-20163-130 & 17-20163-131 MATURITY DATE
\$175,000,00	May 1, 2009	May 1, 2024

FOR VALUE RECEIVED, River Holdings of La Crosse, LLC ("Maker") promises to pay to order of the City of La Crosse, Wisconsin, a municipal corporation of the State of Wisconsin, with offices at City Hall, 400 La Crosse Street, La Crosse, Wisconsin 54601 ("Payee"), the principal sum of One Hundred Seventy-Five Thousand Dollars (\$175,000.00), plus interest on the outstanding principal balance accruing from the date hereof at a fixed annual interest rate of 5.3999%. Principal and interest shall be payable in equal monthly installments in the amount of \$1,420.62. The first such principal and interest payment shall be due on or before June 1, 2009, with succeeding payments to be made on the July 1, 2009 and the first day of each month thereafter; provided, however, that the entire balance of principal and interest shall be due and payable, in full, on or before May 1, 2024. Any payment made for a partial month shall be prorated.

All payments under this Promissory Note shall be applied first to the payment of interest then due, and the balance, if any, to principal. Interest will be calculated on the outstanding principal balance on the basis of a 365-day year to the date of receipt of Payee.

All payments of principal and interest due hereunder shall be paid to Payee at 400 La Crosse Street, La Crosse, Wisconsin 54601, or to such other person or at such other address as Payee may, from time-to-time, direct. If any payment of principal or interest, under this Promissory Note, is payable on a day other than a day on which the City is open for business, such payment shall be deemed to be due on the next succeeding business day, and such extension of time shall, in such case, be included in the computation of interest hereunder.

This Note may be pre-paid, in full or in part, without penalty. Any partial prepayment shall be applied to such future installments as the Payce elects.

If (a) there is a default (i) in payment of the principal and/or interest due hereunder, and if such default is not cured within ten (10) days after its occurrence, or (ii) in the performance of any of the terms, conditions or provisions contained herein, or in any document executed and/or delivered by Maker in connection herewith, and if such default is not cured within fifteen (15) days after notice to Maker, or (b) the Maker hereof should make an assignment for the benefit of creditors, become insolvent, or be adjudged a bankrupt, or a receiver, trustee, custodian, liquidator or like officer be appointed to take custody, control or possession of any property of Maker, or (c) Maker shall default under

any other contract or agreement with Payee, which default shall continue beyond any cure period specified in any such contract or agreement, then the entire principal balance, plus accrued interest, shall, at the option of Payee, mature and be immediately due and payable, with interest after acceleration at the annual rate of 8.3999%. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at a later time or upon the occurrence of any subsequent event of default.

If any payment required under this Promissory Note is not paid within ten (10) days after such payment is due, then, at the option of Payee, Maker shall pay a late charge equal to five percent (5%) of the amount of such payment.

Maker waives and renounces presentment, protest, demand and notice of dishonor and any and all lack of diligence or delay in collection or endorsement hereof, and expressly consents to any extension of time, release of any party liable for this obligation, release of any security which may have been or which may hereafter be granted in connection herewith, or any other indulgence or forbearance which may be made without notice to Maker and without in any affecting the liability of Maker.

Nothing contained herein, nor any transaction related hereto, shall be construed or shall so operate either presently or prospectively (a) to require the payment of interest at a rate greater than is now lawful, but shall require payment of interest only to the extent of such lawful rate, or (b) to require the payment or the doing of any act contrary to law; but, if any clause or provision herein contained shall otherwise so operate to invalidate this Note and/or the transaction related hereto, in whole or in part, then such clause(s) and provision(s) only shall be held for naught as though not contained herein, and the remainder of this Note shall remain operative and in full force and effect.

Maker agrees that, if, and as often as this Note is placed in the hands of an attorney for collection, or to defend or enforce any of the Payee's rights hereunder, whether or not litigation is commenced, the undersigned shall pay to Payee the actual, reasonable attorney's fees incurred by Payee, together with all court costs and other expenses incurred or paid by Payee in connection therewith.

All of the covenants contained herein are joint and several, and shall also bind, and the benefits hereof, shall also inure to the respective heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders. The rights and remedies of Payee, as provided in this Note or any document securing this Note, shall be cumulative and concurrent, and may be pursued singularly, successively or together against Maker, at the discretion of Payee.

This Note shall be construed in accordance with the laws of the State of Wisconsin.

This Note shall be secured by a collateral assignment of life insurance proceeds from either of the following: (i) separate life insurance policies on the life of Valentine J.

Schute, Jr. and Michael W. Swinghamer; or (ii) on life insurance proceeds owned by the Maker on the lives of Valentine J. Schute, Jr. and Michael W. Swinghamer, with the life insurance proceeds assigned from each such life insurance policy being sufficient to fully pay the entire principal balance and accrued interest, owing from time-to-time, upon the death of either Valentine J. Schute, Jr. or Michael W. Swinghamer. This Promissory Note is also secured by a second real estate mortgage on the improved real estate located at 740 7th Street North, La Crosse, Wisconsin.

Maker agrees that Payee has the right to sell, assign or grant participations, or any interest, in any or all of the principal and/or interest due hereunder, and that, in connection with this right, but without limiting its ability to make other disclosures to the full extent allowable, the Payee may disclose all documents and information which the City now or later has relating to the indebtedness herein. In the event of such a sale, assignment or participation, Payee shall notify Maker, in writing, of the name and address of the Assignee within no more than ten (10) days from the date of any such sale or assignment.

MAKER AND PAYEE EXPRESSLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE BETWEEN THEM OR AMONG THEM ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT.

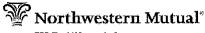
IN WITNESS WHEREOF, the undersigned Maker has executed this Promissory Note as of the date first written above.

River Holdings of La Crosse, LLC

sy: allmune . She

By: Michael W. Swinghamer Adember

(Being all of the Members of said Limited Liability Company)



720 East Wisconsin Avenue Milwaukee, WI 53202

POLICY NUMBER(S)

RELEASE OF ASSIGNMENT

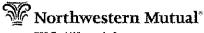
INSURED NAME (FOR JOINT LIFE INCLUDE BOTH INSURED NAMES)

Fax to: 414-625-1295

15764548	Valentine J Schute Jr	
ADD ADDITIONAL POLICY NUMBERS HERE (ATT	ACH A LIST IF NECESSARY)	
For value received, all rights, tirelinquished and released.	tle and interest of the undersigned in and to the above polic	cy(ies) are hereby
	•	
	SIGNATURE(S) OF ASSIGNEE(S)	
BANK/ENTITY ASSIGNEE	SIGNATIONE(S) OF ASSIGNEE(S)	
PRINT NAME OF BANK/ENTI	TY: The City of La Crosse	_
	SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE - OTHER THAN THE INSURI	DATE SIGNED (MM/DD/YYYY)
Note for Bank Assignee: If the nar the following information: <i>(PLEASE</i>	me of your bank has changed since the assignment was recorded on our <i>PRINT</i>)	records, please provide us with
NEW BANK NAME:		
CURRENT ADDRESS:		
CONTACT PERSON NAM	E AND PHONE NUMBER:	
PERSONAL ASSIGNEE(S)		
SIGNATURE	SIGNATURE	DATE SIGNED (MM/DD/YYYY)
,	3.077.00	DATE SIGNED (MAI)DD/1111)
SIGNATURE	SIGNATURE	
TRUST AS ASSIGNEE		
PRINT NAME OF TRUST:		
		DATE GLAVED HALL TO DE OA
SIGNATURE OF AUTHORIZED TR	RUSTEE SIGNATURE OF AUTHORIZED TRUSTEE	DATE SIGNED (MM/DD/YYYY)

The Northwestern Mutual Life Insurance Company *720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202* 414 271-1444 www.northwesternmutual.com

圖川 別公 ()也可能的 ()的这个人的意思,你是是我们的意思的一个人的,我们就是这个人的,我们也没有一个人的。



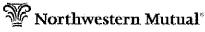
720 East Wisconsin Avenue Milwaukee, WI 53202

RELEASE OF ASSIGNMENT

Fax to: 414-625-1295

POLICY NUMBER(S) 15665580	INSURED NAME (FOR JOINT LIFE INCLUDI Michael W Swinghame	
ADD ADDITIONAL POLICY NUMBERS HERE (ATTACH A LIST IF NEC	CFSSARY)	
For value received, all rights, title and interelinquished and released.	erest of the undersigned in and to the above poli	cy(ies) are hereby
`		
La processor para paga ana ang kananga da na langan na Pengan Langa na analaga	SIGNATURE(S) OF ASSIGNEE(S)	
BANK/ENTITY ASSIGNEE	SIGNATURE(S) OF ASSIGNEE(S)	
Note for Bank Assignee: If the name of your ba	ity of La Crosse RE OF AUTHORIZED COMPANY REPRESENTATIVE - OTHER THAN THE INSURANT HAS changed since the assignment was recorded on our	,
the following information: (PLEASE PRINT) NEW BANK NAME:		
CURRENT ADDRESS:		
CONTACT PERSON NAME AND PHO	ONE NUMBER:	
PERSONAL ASSIGNEE(S)		
SIGNATURE	SIGNATURE	DATE SIGNED (MM/DD/YYYY)
SIGNATURE	SIGNATURE	
TRUST AS ASSIGNEE		
PRINT NAME OF TRUST:		
SIGNATURE OF AUTHORIZED TRUSTEE	SIGNATURE OF AUTHORIZED TRUSTEE	DATE SIGNED (MM/DD/YYYY)

The Northwestern Mutual Life Insurance Company *720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202* 414 271-1444 www.northwesternmutual.com



720 East Wisconsin Avenue Milwaukee, WI 53202

RELEASE OF ASSIGNMENT

Fax to: 414-625-1295

POLICY NUMBER(S) 18616035		Insured NAME (FOR JOINT LIFE INCLUDE BOTH Michael W Swinghamer	IINSURED NAMES)
ADD ADDITIONAL POLICY AND ADDITIONAL PROPERTY OF THE PROPERTY			
ADD ADDITIONAL POLICY NUMBERS HE	E (ATTACH A LIST IF NECESSARY)		
For value received, all righ relinquished and released	s, title and interest of the unde	ersigned in and to the above policy(ie	s) are hereby
	SIGNATURE(S) OF ASSIGNEE(S)	
BANK/ENTITY ASSIGNEE	<u> </u>		
	SIGNATURE(S NTITY: The City of La Cross		
	NTITY: The City of La Cross		DATE SIGNED (MM/DD/YYYY)
PRINT NAME OF BANK/E	NTITY: The City of La Crosse SIGNATURE OF AUTHORIZED COME e name of your bank has changed sine	e	, , ,
PRINT NAME OF BANK/E	NTITY: The City of La Crosso SIGNATURE OF AUTHORIZED COMI e name of your bank has changed sin- EASE PRINT)	PANY REPRESENTATIVE - OTHER THAN THE INSURED	, , ,
Note for Bank Assignee: If the following information: (Ph	NTITY: The City of La Crosso SIGNATURE OF AUTHORIZED COMI e name of your bank has changed sin- EASE PRINT)	e PANY REPRESENTATIVE - OTHER THAN THE INSURED ce the assignment was recorded on our recor	, , ,
Note for Bank Assignee: If the following information: (PENEW BANK NAME: CURRENT ADDRESS:	NTITY: The City of La Crosso SIGNATURE OF AUTHORIZED COMI e name of your bank has changed sin- EASE PRINT)	e PANY REPRESENTATIVE - OTHER THAN THE INSURED ce the assignment was recorded on our recor	, , ,
Note for Bank Assignee: If the following information: (PENEW BANK NAME: CURRENT ADDRESS:	NTITY: The City of La Crosso SIGNATURE OF AUTHORIZED COMI e name of your bank has changed sine EASE PRINT)	e PANY REPRESENTATIVE - OTHER THAN THE INSURED ce the assignment was recorded on our recor	, , ,
Note for Bank Assignee: If the following information: (PI NEW BANK NAME: CURRENT ADDRESS: CONTACT PERSON N	NTITY: The City of La Crosso SIGNATURE OF AUTHORIZED COMI e name of your bank has changed sine EASE PRINT)	e PANY REPRESENTATIVE - OTHER THAN THE INSURED ce the assignment was recorded on our recor	• • • • •

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SIGNATURE OF AUTHORIZED TRUSTEE

删用则是指的对象的技术分离的形势或使免疫性的特殊的变形。我们是否,那些现实和使用的多数更多数数型删削。

TRUST AS ASSIGNEE

PRINT NAME OF TRUST:

SIGNATURE OF AUTHORIZED TRUSTEE

DATE SIGNED (MM/DD/YYYY)