



DOCUMENT NO.

REAL ESTATE MORTGAGE SUBORDINATION AGREEMENT

In consideration of Lender's granting any extension of credit or other financial accommodation to Dale D. Berg a/k/a d/b/a Dale B. Berg f/k/a Jeaneri, Ltd. ("Mortgagor", whether one or more), to Mortgagor and another, or to another guaranteed or indorsed by Mortgagor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Mortgagee ("Mortgagee") hereby subordinates to Citizens State Bank of La Crosse ("Lender") in the manner and to the extent described in this Agreement all interests, rights and title in the property described in paragraph 1 together with all privileges, hereditaments, easements, and appurtenances, all rents, leases, issues, and profits, all claims, awards and payments made as a result of the exercise of the right of eminent domain, and all existing and future improvements and fixtures, if any (the "Property") under a mortgage from Mortgagor to Mortgagee dated January 16, 2018, and recorded in the office of the Register of Deeds of La Crosse County, Wisconsin, on February 26, 2018, as Document No. 1706744, in _____ ("Mortgagee's Mortgage").

(VOLUME, PAGE, ETC.)

1. Description of Property. The legal description of the Property is as follows:

(See attached)

** The ownership of the property changed since Mortgagee's Mortgage. In the interest of clarification, the Mortgagor on Lender's Mortgage referenced in section 2, above is Dale D. Berg a/k/a Dale B. Berg, a single person.

☒ if checked here, the description continues or appears on reverse side or attached sheet.

2. Superior Obligations. Mortgagee's right, title and interest in the Property as against any person other than Lender or Lender's assignees is expressly reserved and not affected by this Agreement. As between Mortgagee and Lender, the priorities granted Lender by this Agreement are limited to and shall not exceed the obligations checked below ("Obligations"), provided the same are in fact secured by a properly recorded mortgage on the Property from Mortgagor to Lender ("Lender's Mortgage"):

☒ (a) The following note(s):

Note #1 dated May 31, 2024, in the sum of \$ 1,893,000.00, plus interest, _____
 from Dale D. Berg (Name of Maker) to Lender;
 Note #2 dated _____, in the sum of \$ _____, plus interest, _____
 from _____ (Name of Maker) to Lender;

and any renewals, extensions or modifications thereof, but not increases in principal amount.

☐ (b) The sum of _____, plus interest.

☐ (c) All Present and future credit extended by Lender to Mortgagor, to Mortgagor and another, or to another guaranteed or indorsed by Mortgagor.

3. Priority. Mortgagee agrees that the lien of Lender's Mortgage shall be prior to the lien of Mortgagee's Mortgage described above to the extent and with the effect described in paragraph 4 on the reverse side.

Mortgagee agrees to the Additional Provisions on the reverse side.

Signed and Sealed 6/4/2024

[Signature] (SEAL)
 City of La Crosse, WI _____
 By: [Signature] (SEAL)
Mayor (Title)
Mitch Reynolds

By: _____ (SEAL)
 _____ (Title)

AUTHENTICATION
 Signatures of _____
 authenticated this _____ day of _____

Title: Member State Bar of Wisconsin or _____
 authorized under Sec. 706.06, Wis. Stats.

This instrument was drafted by
 Attorney Phillip James Addis

*Type or print name
 signed above.



DocId:8485762

Tx:4172074

1820901

LACROSSE COUNTY
 REGISTER OF DEEDS
 ROBIN L. KADRMAS

RECORDED ON
 06/05/2024 12:58 PM
 PAGE COUNT: 3
 EXEMPT #:

RECORDING FEE 30.00

Recording Area

Name and Return Address
 City of La Crosse
 Department of Planning, Development and Assessment
 Andrea Trane, Director
 400 La Crosse Street
 La Crosse, WI 54601

17-20023-30; 17-20033-10; 17-20023-40; 17-20033-20

Parcel Identifier No

**OR ACKNOWLEDGEMENT**

STATE OF WISCONSIN

County of La Crosse

} ss.

This instrument was acknowledged before me on 6-4-2024
 by Linzi J. Washtock and Mayor Mitch Reynolds
 (Name(s) of person(s))

as _____
 (Type of authority, e.g., officer, trustee, etc., if any)

of Attorney Phillip James Addis
 (Name of party on whose behalf instrument was executed, if any)

Linzi J. Washtock
 Notary Public, Wisconsin
 My Commission (Expires) (Is) 12/04/2027

ADDITIONAL PROVISIONS

4. **Division of Proceeds.** To the extent Mortgagee is entitled to them by virtue of Mortgagee's Mortgage, all claims, awards and payments made as a result of the exercise of the right of eminent domain against the Property, or any part, all rents, income or profits of the Property, all compensation received for the taking of the Property, or any part, by condemnation proceedings, all compensation received as damages for injury to the Property, or any part, all proceeds from insurance on improvements to the Property, and all net proceeds arising from a foreclosure against the Property or a deed given in lieu of foreclosure ("Payments"), shall, as between Mortgagee and Lender, be paid, distributed or otherwise dealt with in the manner and to the extent required by the terms and conditions of Lender's Mortgage, notwithstanding terms and conditions to the contrary contained in Mortgagee's Mortgage, until the Obligations are paid in full or Lender's Mortgage is satisfied. If any Payments are received by Mortgagee before the Obligations are paid in full or Lender's Mortgage is satisfied, Mortgagee shall deliver the Payments to Lender for application to the Obligations, indorsed or assigned, if necessary, to effect transfer to Lender. Payments made or received after satisfaction of Lender's Mortgage or payment in full of the Obligations shall be paid, distributed or otherwise dealt with as though this Agreement did not exist.

5. **Protective Advances.** If Mortgagor fails to perform any of Mortgagor's duties set forth in Mortgagee's Mortgage or in Lender's Mortgage, and if Mortgagee or Lender performs such duties or causes them to be performed, including paying any amount so required ("Protective Advances"), the Protective Advances shall be added to the Obligations if paid by Lender or, if paid by Mortgagee with the consent of Lender and secured by Mortgagee's Mortgage, given the priority accorded such advances under the Mortgagee's Mortgage as though this Agreement did not exist.

6. **Modification of Lender's Mortgage.** The Mortgagee agrees that, subject to the provisions of paragraph 2, the Lender shall have the right to modify, amend and change any and all of the terms of the Lender's Mortgage and the indebtedness secured by Lender's Mortgage without any obligation to notify, or to obtain the consent of, Mortgagee and without in any way affecting any of the rights, priorities or interests of Lender set forth in this Agreement.

7. **Successors and Assigns.** This Agreement benefits Lender, its successors and assigns, and binds Mortgagee and its heirs, personal representatives, successors and assigns, and is not intended to benefit any other person or entity.

LEGAL DESCRIPTION

The Land referred to in this subordination is situated in the County of La Crosse, State of Wisconsin and is described as follows:

Lot 1 of La Crosse County Certified Survey Map filed on March 29, 2018, in Volume 17 of Certified Survey Maps, page 100, as Document No. 1708034, being located on part of Lots 4 and 5 in Block 34 of Town of La Crosse and on part of Lot 1 in Block 13 of C. & F.J. Dunn, H.L. Dousman and Peter Cameron's Addition to the Town of La Crosse, now In the City of La Crosse, La Crosse County, Wisconsin.

ADDITIONAL PROVISIONS

4. **Division of Proceeds.** To the extent Mortgagee is entitled to them by virtue of Mortgagee's Mortgage, all claims, awards and payments made as a result of the exercise of the right of eminent domain against the Property, or any part, all rents, income or profits of the Property, all compensation received for the taking of the Property, or any part, by condemnation proceedings, all compensation received as damages for injury to the Property, or any part, all proceeds from insurance on improvements to the Property, and all net proceeds arising from a foreclosure against the Property or a deed given in lieu of foreclosure ("Payments"), shall, as between Mortgagee and Lender, be paid, distributed or otherwise dealt with in the manner and to the extent required by the terms and conditions of Lender's Mortgage, notwithstanding terms and conditions to the contrary contained in Mortgagee's Mortgage, until the Obligations are paid in full or Lender's Mortgage is satisfied. If any Payments are received by Mortgagee before the Obligations are paid in full or Lender's Mortgage is satisfied, Mortgagee shall deliver the Payments to Lender for application to the Obligations, indorsed or assigned, if necessary, to effect transfer to Lender. Payments made or received after satisfaction of Lender's Mortgage or payment in full of the Obligations shall be paid, distributed or otherwise dealt with as though this Agreement did not exist.

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(VOLUME, PAGE, ETC.)

1. Description of Property. The legal description of the Property is as follows:

(See attached)

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3. Priority. Mortgagee agrees that the lien of Lender's Mortgage shall be prior to the lien of Mortgagee's Mortgage described above to the extent and with the effect described in paragraph 4 on the reverse side.

Mortgagee agrees to the Additional Provisions on the reverse side.

Signed and Sealed 6/4/2024
(Date)

(SEAL)
City of La Crosse, WI
(Type of Organization)

By: _____
(SEAL)

Mayor
(Title)
Mitch Reynolds

By: _____
(SEAL)

(Title)

AUTHENTICATION
Signatures of _____

authenticated this _____ day of _____

Title: Member State Bar of Wisconsin or _____
authorized under Sec. 706.06, Wis. Stats.

This instrument was drafted by
Attorney Phillip James Addis

*Type or print name
signed above.



DocId:8485764

Tx:4172074

1820903

LACROSSE COUNTY
REGISTER OF DEEDS
ROBIN L. KADRMAS

RECORDED ON
06/05/2024 12:58 PM
PAGE COUNT: 3
EXEMPT #:

RECORDING FEE 30.00

Recording Area

Name and Return Address
City of La Crosse
Department of Planning, Development and Assessment
Andrea Trane, Director
400 La Crosse Street
La Crosse, WI 54601

17-20023-30; 17-20033-10; 17-20023-40; 17-20033-20

Parcel Identifier No

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN

County of La Crosse

} ss.

This instrument was acknowledged before me on 6/4/2024by Linzi J. Washtock (Name(s) of person(s))

as

(Type of authority, e.g., officer, trustee, etc., if any)

of Attorney Phillip James Addis

(Name of party on whose behalf instrument was executed, if any)

Linzi J. Washtock

Notary Public, Wisconsin

My Commission (Expires) (Is) 12/4/2027

ADDITIONAL PROVISIONS

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