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. \*\* 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 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, as Document No. 1706744 on February 26, 2018

(VOLUME, PAGE, ETC.)

\*\* The ownership of the property changed since Mortgagee's Mortgage. In the interest of

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

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

Tx:4172074

1820901

LACROSSE COUNTY

REGISTER OF DEEDS ROBIN L. KADRMAS

RECORDED ON

06/05/2024 12:58 PM

PAGE COUNT: 3

30.00

EXEMPT #:

RECORDING FEE

City of La Crosse
Department of Planning, Development and Assessment

Recording Area

Name and Return Address

Andrea Trane, Director

400 La Crosse Street

La Crosse, WI 54601

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.  $\ensuremath{\checkmark}$  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

("Mortgagee's Mortgage").

("Lender's Mortgage"): (a) The following note(s): , plus interest, , in the sum of \$ 1,893,000.00 Note #1 dated May 31, 2024 from Dale D. Berg (Name of Maker) to Lender; Note #2 dated \_\_ plus interest. (Name of Maker) to Lender; from and any renewals, extensions or modifications thereof, but not increases in principal amount. , 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 Addition Signed and Sealed (SEAL) (SEAL) City b (SEAL) Mayor (SEAL) Ву: (Title)

Signatures of		
thenticated 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

ACKNOWLEDGEMENT I STATE OF WISCONSIN

County of La Crosse

acknowledged before me on 6-4-202.4 Mayor Mitch Reynolds

. Washtock

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

of Attorney Phillip James Addis behalf instrument was executed, if any)

Linzi J. Washtock My Commission (Expires) (Is)

#### **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 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 Mortgage'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.
- Mortgage or payment in rull or the Obligations shall be paid, distributed or otherwise dealt with as modgrid this Agreement of not exist.

  5. Protective Advances. If Mortgager 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.
- such advances under the mortgage as mortgage as though this Agreement out 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.

W.B.A.	429 6/99
77	Wisconsin Bankers Association 1999



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 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 Recording Area of the right of eminent domain, and all existing and future improvements and fixtures, if any (the Name and Return Address "Property") under a mortgage from Mortgagor to Mortgagee dated January 16, 2018 \_\_\_\_\_, and City of La Crosse
Department of Planning, Development and Assessment

County, Wisconsin, recorded in the office of the Register of Deeds of La Crosse , as Document No. 1706746 on February 26, 2018 ("Mortgagee's Mortgage"), (VOLUME PAGE, ETC.)

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

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

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

\*\* The ownership of the property changed since Mortgagee's Mortgage. In the interest of

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 obligations checked below ("Obligations"), provided the same are in fact secu ("Lender's Mortgage"):

(a) The following note(s):	. Her bounds departed on	L. Const.
Note #1 dated May 31, 2024, in the sum of \$ 1.893,000,00		, plus interest,
from Dale D. Berg	(Name of Maker) to Lend	
	, in the sum of \$	, plus interest,
from	(Name of Maker) to Lenc	der;
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 exte	ended by Lender to Mortgagor, to Mortgagor and another, or to	o another guaranteed or indorsed by Mortgagor.
3 Priority, Mortgagee agrees that the li	ien of Lender's Mortgage shall be prior to the lien of Mortgage	e's Mortgage described above to the extent and with the
effect described in paragraph 4 on the revers		
Mortgagee agrees to the Additional Pro- Signed and Sealed		
$1 \wedge 4$	(SEAL)	(SEAL,
City of La Crosse, W	cation1	4
ву:	(SEAL)	SEA
Mayo		SIN.
Mitch Reynold	<u> </u>	5 NC
By Mitch Reynold	S (SEAL)	(SEAL

AUTHENTICATION Signatures of authenticated this \_\_\_\_\_day of \_\_

(Title)

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

This instrument was drafted by Attorney Phillip James Addis



# 1820902

LACROSSE COUNTY REGISTER OF DEEDS ROBIN L. KADRMAS

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

RECORDING FEE

Andrea Trane, Director

400 La Crosse Street

La Crosse, WI 54601

30.00

3,000.00	, plus interest,
ame of Maker) to Lender;	
	, plus interest,
lame of Maker) to Lender;	
s in principal amount	
olus interest.	
gagor and another, or to another guare to the lien of Mortgagee's Mortgage de	escribed above to the extent and with the
	(SEAL
	SEAL (SEAL
STATE OF WISCONSIN  County of La Crosse	EDGEMENT ss.
This instrument was acknowledged by Linzi J. Was larger	before me on $(9-4-2024)$ 1-tock Mayor Mit a) of person(s))  3. officer, trustee, etc., (any)

#### **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 Mortgagee. Mortgage, notwithstanding terms and conditions to the contrary contained in Mortgage; which is the contrary contained in Mortgage and the Obligations are paid in full or Lender's Mortgage is satisfied, if any Payments are received by Mortgage before the Obligations are paid in full or Lender's Mortgage is satisfied, Mortgage 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's Mortgage or in Lender's Mortgage. or Lender performs such dulies 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 is mortgage as mortgage 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, Mortgage 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.

W.B.A.	429 6/99
	SWindown Battlers Assircition 1909

Tx:4172074

1820903

LACROSSE COUNTY REGISTER OF DEEDS ROBIN L. KADRMAS

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

30.00

DOCUMENT NO.

#### REAL ESTATE MORTGAGE SUBORDINATION AGREEMENT

In consideration of Lender's granting any extension of credit or other financial accommodation to	REGISTER OF DEE
Dale D Berg a/k/a d/b/a Dale B Berg f/k/a Jeaneri, Ltd. ** ("Mortgagor",	ROBIN L. KADRMA
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	RECORDED ON
acknowledged, the undersigned Mortgagee ("Mortgagee") hereby subordinates to	06/05/2024 12:58
Citizens State Bank of La Crosse("Lender")	PAGE COUNT: 3
n the manner and to the extent described in this Agreement all interests, rights and title in the property	EXEMPT #:
described in paragraph 1 together with all privileges, hereditaments, easements, and appurtenances,	RECORDING FEE
all rents, leases, issues, and profits, all claims, awards and payments made as a result of the exercise	Recording Area
of the right of eminent demain, and all existing and future improvements and fixtures, if any (the L	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

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.

(VOLUME, PAGE, ETC.)

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 \$ <u>1,893,000.00</u>		, plus interest,
from Dale D. Berg	(Name of N	Maker) to Lender;	
	in the sum of \$		, plus interest,
from			
and any renewals, extensions or modifications	ations thereof, but not increases in princ	cipal amount.	
(b) The sum of	, plus inter	rest.	
(c) All Present and future credit extended by	Lender to Mortgagor, to Mortgagor and	d another, or to another gua-	ranteed or indorsed by Mortgagor.
3. Priority. Mortgagee agrees that the lien of Le			
effect described in paragraph 4 on the reverse side.			
Mortgagee agrees to the Additional Provisions of	n the reverse side.		
Signed and Sealed 6/4/20	24		
(Dale			
$\wedge$ $\wedge$ $\wedge$	(SEAL)		(SEAL)
INTA	45259250		- NEXT IPWIN
City of Aa Crosse WI	•		
(Type of O-ganization)			
Bury	(SEAL)		12.00
10	(dent)		11/40
Mayor			11,27
(Title)			- 1 N 2
Mitch Reyno	de		`\Z
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By:	(SEAL)		
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(Title)			23:

**AUTHENTICATION** Signatures of authenticated this\_

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

**ACKNOWLEDGEMENT** 

STATE OF WISCONSIN

County of La Crosse

Washtock

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

of Attorney Phillip James Addis

Notary Public, Wisconsin

My Commission (Expires) (Is)

#### **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 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 to payment in full of the Obligations shall be paid, distributed or otherwise dealt with as though this Agreement did not exist.
- 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 Mortgage'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 to the Obligations if the Mortgage's Mortgage as though this Agreement did not exist.
- such advances under the Mortgagee's Mortgage as though this Agreement did not exist.

  6. Modification of Lender's Mortgage. The Mortgage 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.
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