

**AMENDED & RESTATED MORTGAGE**

THIS INDENTURE OF MORTGAGE, amended and restated this \_\_\_\_\_, 2024 is between Jeaneri, Ltd., with its address at 121 4th St S, La Crosse, Wisconsin 54601 and Dale D. Berg, an unmarried individual (hereafter together called "MORTGAGOR"), and the City of La Crosse, Wisconsin, a municipal corporation of the State of Wisconsin, having its principal office at City Hall, 400 La Crosse Street, La Crosse, Wisconsin 54601 (hereinafter called MORTGAGEE"):

WITNESSETH THAT, the said Mortgagor hereby amends, restates, and replaces each of those mortgages previously given to the City of La Crosse, a Wisconsin municipal corporation located in La Crosse, Wisconsin, mortgaging real estate in La Crosse County, Wisconsin described as set forth below. The mortgages being amended and restated into a single document are dated January 16, 2018 and recorded on February 26, 2018 as Documents No. 1706744, 1706745, and 1706746 in the Register of Deeds Office of La Crosse County, Wisconsin (the "MORTGAGE").

Return to  
City Planning Department  
400 La Crosse St.  
La Crosse, WI 54601

Parcel No.: 17-20023-35

**SEE ATTACHED FOR LEGAL DESCRIPTION**

Property Addresses: 119, 121, 123, 125, 127 4th Street South, La Crosse  
Tax Parcel No.: 17-20023-35

Mortgagor for itself, successors, and assigns, does covenant with said Mortgagee, its successors, and assigns, as follows:

That Mortgagor is lawfully seized of said premises and has good right to sell and convey the same; the same is free from all encumbrances, except a certain first mortgage lien in the principal amount not to exceed \$1,893,000 in favor of Citizens Bank of La Crosse and a certain second mortgage lien in the original principal amount of \$600,000 in favor of the City of La Crosse, which loan from the Upper Floor Renovation program shall be used solely for improvements to above real estate.

Mortgagor will warrant and defend the title to same against all lawful claims not hereinbefore expressly excepted.

PROVIDED, NEVERTHELESS, if the said Mortgagor, its permitted successors, and assigns shall pay to the Mortgagee all sums of principal and interest due and payable pursuant to each of the certain Promissory Note #1, Promissory Note #2, and Promissory Note #3 more fully described as follows, and comply with all terms of the Development agreement also more fully described as follows:

**Promissory Note #1, as modified by Change in terms Agreement of even date herewith in the principal amount of Two Hundred Thousand Dollars (\$200,000) with interest thereon at two percent (2%) per annum, amortized over 15 years, with interest only payments for year 1, and as scheduled therein, due and payable in full, as provided for in the Promissory Note #2, and not later than ten (10) years from the date payments commence.**

**Promissory Note #2, as modified by Change in terms Agreement of even date herewith in the principal amount of Two Hundred Thousand Dollars (\$200,000) with interest thereon at two percent (2%) per annum, amortized over 15 years, with interest only payments for year 1, and as scheduled therein, due and payable in full, as provided for in the Promissory Note #2, and not later than ten (10) years from the date payments commence.**

**Promissory Note #3, as modified by Change in terms Agreement of even date herewith in the principal amount of Two Hundred Thousand Dollars (\$200,000) with interest thereon at two percent (2%) per annum, amortized over 15 years, with interest only payments for year 1, and as scheduled therein, due and payable in full, as provided for in the Promissory Note #2, and not later than ten (10) years from the date payments commence.**

**Upper Floor Renovation Program Loan and Development Agreement 119-127 4th Street dated January 16, 2018 regarding the loan of**

principal amount of Six Hundred Thousand Dollars (\$600,000) with interest thereon towards and regarding the renovation of the cost of second floor renovations at 119-127 4th Street South, La Crosse, WI, and any obligations remaining thereof.

Mortgagor agrees also pay all sums advanced by Mortgagee in protecting the lien of this Mortgage, in payment of taxes on said premises, insurance premiums covering the buildings thereon, principal or interest on any prior liens, expenses, and reasonable attorneys' fees as herein provided for and keep and perform all covenants and agreements herein contained, then this second mortgage shall be null and void and it shall be released by Mortgagee.

FURTHERMORE, THE MORTGAGOR, for itself, its successors, and assigns does hereby covenant and agree with the Mortgagee, its successors, and assigns as follows:

1. **Fixtures.** This mortgage includes all fixtures, and if a Chattel Security Agreement is executed herewith, it will constitute a fixture filing and cover goods, including but not limited to those items specified in such Chattel Security Agreement which are now or hereafter installed and/or affixed to the described real estate.
2. **Rents and Leases.** Mortgagor hereby pledges all the rents, profits and income which shall arise or be had therefrom, thereby releasing and waiving all right to retain possession of said premises after any default in any payment of the obligation referred to herein, or breach of any of the covenants or agreements in the documents which this mortgage secures.
3. **Amended and Restated.** This amended mortgage is given to secure an indebtedness arising from the Mortgage, which has been amended by agreement executed herewith to encompass the additional debtor Mortgagor, combine underlying promissory notes, add reference to that certain development agreement, and update the legal description of the real estate. This mortgage also secures all renewals and/or extensions of such note as amended. All the terms and conditions of the note(s) as amended and any additional agreement(s) secured hereby are incorporated herein and made part hereof with the same force and effect as though fully set forth herein, including, but not limited to, duty to warrant title, insure fully, keep in repair and free from liens, and make payments for taxes and insurance monthly, pay higher interest rates on notice and defaults, the rights of the Mortgagee to accelerate the maturity date, and to commence an action at law or in equity because of said defaults.
4. **Due on Sale.** In the event that the mortgaged premises or any part thereof are sold, conveyed, or transferred, or in the event that either legal or equitable title, in any manner whatsoever, shall vest in any person other than the Mortgagor for any reason whatsoever, the entire indebtedness pursuant to this mortgage and the note that it secures shall become due and payable forthwith, without further notice, unless the Mortgagee consents to such transfer. If this mortgage is executed by a partnership, any change of general partners shall be deemed a transfer of title as referred to in this paragraph.
5. **Taxes and Assessments.** The Mortgagor agrees to pay all taxes and special levies and a reasonable sum of money as and all reasonable attorneys' fees in case of foreclosure hereof, bankruptcy or other litigation with respect to the loan and paid by the Mortgagee, shall be added to the indebtedness and secured by this mortgage. In the event of the improper performance of any of the conditions contained in the note or mortgage, the Mortgagee may commence proceedings to foreclose the mortgage. Mortgagor shall pay, before they become delinquent, all taxes and assessments and other charges now due or that may hereafter be levied or assessed against the property described above.
6. **Purpose.** The purpose of this document is to restate the original mortgage, to add Dale D. Berg as the mortgagor, combine three promissory notes and mortgages into this amended document, reference the Development Agreement, and to update the real estate description and the payment schedule to account for the accrued interest and missed payments on the indebtedness of the Mortgagors to the Mortgagee.
7. **This mortgage also secures all debts, liabilities, and obligations of the Mortgagor to Mortgagee heretofore, now, or hereafter made, incurred, or created, whether voluntary or involuntary, and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, under any interest rate swap, cap, collar, or development agreement entered into thereunder, all as amended, modified, supplemented or amended from time to time.**
8. **Insurance.** Mortgagor shall keep the improvements on the property insured against loss or damage occasioned by fire, extended coverage perils, and such other hazards as Mortgagee may require, through insurers approved by the Mortgagee, in an amount not less than the unpaid balance of the Note due Mortgagee, and shall pay the premiums when due. The policies shall contain the standard mortgage clause in favor of the Mortgagee and, unless Mortgagee otherwise agrees in writing, the original of all policies covering the property shall be deposited with the Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. All proceeds from such insurance shall be applied, at Mortgagee's option, to the installments of the Note in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the improvements on the property.
9. **Condition and Repair.** To keep the property in good and tenantable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures.
10. **Liens.** To keep the property free from liens and encumbrances superior to the lien of this mortgage except for the lien of Citizen's State Bank of La Crosse.
11. **Prior Mortgages.** To perform all of the Mortgagor's obligations and duties under any mortgage or security agreement with a lien which has priority over this Mortgage and any failure to do so shall constitute a default under this Mortgage.
12. **Waste.** Not to commit waste or permit waste to be committed upon the property.
13. **Conveyance.** Not to sell, assign, mortgage, convey, or otherwise transfer any legal or equitable interest in all or part of the property, by deed, land contract, option, or in any other way, or to permit the same to occur without the written consent of the Mortgagee unless the indebtedness secured by this Mortgage is first paid in full. Upon any such sale, conveyance, or transfer, the entire

indebtedness shall become due and payable.

- 14. **Alteration or Removal.** Not to remove, demolish or materially alter any part of the property without Mortgagee's prior written consent, except Mortgagor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility.
- 15. **Condemnation.** To pay to Mortgagee all compensation received for taking of the property, or any part, by condemnation proceedings (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the property, or any part. The compensation shall be applied in such manner as Mortgagee determines to rebuilding of the property or to installments of the Note in the inverse order of their maturities (without penalty for prepayment).
- 16. **Ordinances; Inspections.** To comply with all laws, ordinances, and regulations affecting the property. Mortgagee and its authorized representatives may enter the property at reasonable times to inspect it and, at Mortgagee's option, repair or restore it.
- 17. **Authority of Mortgagee to Perform for Mortgagor.** If Mortgagor fails to perform any of Mortgagor's duties set forth in this Mortgage, Mortgagee may perform the duties or cause them to be performed, including paying any amount so required, and the cost shall be due on demand and secured by this Mortgage, bearing interest at a rate not in excess of the maximum rate permitted by law from the date of expenditure by Mortgagee to the date of payment by Mortgagor.
- 18. **Default; Acceleration; Remedies.** If, a) there is a failure to make a payment under the Note when due and such default continues for a period of ten (10) days, b) Mortgagor fails timely to observe or perform any of the Mortgagor's covenants contained in this Mortgage, Promissory Note #1, or Loan and Development Agreement; c) any representation or warranty made in this Mortgage or otherwise to induce Mortgagee to extend credit to Mortgagor is false in any material respect when made, or d) Mortgagor for the Note dies, ceases to exist or becomes insolvent or the subject of bankruptcy or other insolvency proceedings, the Note will, at the option of the Mortgagee be payable immediately, and Mortgagee may collect the same in a suit at law or by foreclosure of this Mortgage by action or advertisement or by the exercise of any other remedy available at law or equity.
- 19. **Waiver.** Mortgagee may waive any default without waving any subsequent or prior default by Mortgagor.
- 20. **Power of Sale.** In the event of foreclosure, Mortgagee may sell the property at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statute.
- 21. **Receiver.** Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Mortgagee under it, without regard to the adequacy or inadequacy of the property as security for the Note, the court may appoint a receiver of the property without bond, and may empower the receiver to take possession of the property and collect the rents and profits of the property, and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents and profits, when so collected, to be held and applied as the court may direct.
- 22. **Expenses.** To the extent not prohibited by law, Mortgagor shall pay all reasonable costs and expenses, including without limitation, attorneys' fees and expenses of obtaining title evidence, incurred by Mortgagee in foreclosing this Mortgage.
- 23. **Severability.** Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision.

IN TESTIMONY WHEREOF, the said Mortgagor has caused these presents to be executed in its name the day and year first above written.

By: JEANERI, LTD.

By: DALE D. BERG

\_\_\_\_\_  
Dale D. Berg, Member

\_\_\_\_\_  
Dale D. Berg, individually

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF LA CROSSE     )

Personally came before me, this \_\_\_\_\_, 2024 the above named representative of Jeaneri, Ltd., and Dale D. Berg, to me known to be the persons who executed the foregoing as their own free act and deed.

\_\_\_\_\_  
Notary Public, La Crosse County, Wisconsin

My commission expires \_\_\_\_\_

## LEGAL DESCRIPTION

**Property Address: 119-127 4th Street South, La Crosse**

**Tax Parcel No.: 17-20023-035**

Lot 1 of La Crosse County Certified Survey Map recorded on 03/29/2018 in Volume 17 of Certified Survey Maps, page 100 as Document No. 1708034, being part of Lots 4 and 5 of Block 34 of the Town of La Crosse Addition, now City of La Crosse, being part of the SE 1/4 of the SE 1/4 of Section 31, Township 16 North, Range 7 West, and Part of Lot 1 of Block 13 of C & F.J. Dunn, H.L. Dousman & Peter Cameron's Addition to the Town of La Crosse, Now City of La Crosse, being part of the NE 1/4 of the NE 1/4 of Section 6, Township 15 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin.

### Formerly known as:

Property Address: 119-121 4th Street South, La Crosse

Tax Parcel No.: 17-20023-030 and 17-20033-010

*That part of Lot Four (4) in Block Thirty-four (34) of Original Plat of the Town of La Crosse, in the City of La Crosse, La Crosse County, Wisconsin, described as follows: Beginning at the Northwestern corner of said Lot 4; thence Southwesterly along the Northwestern line thereof 40.0 feet; thence Southeasterly, parallel with the Northeasterly line of said Lot 4 to the Township line between Townships 15 and 16, Range 7 West; thence Easterly along said Township line to its intersection with the Southeasterly line of said Lot 4, being the Westerly line of the alley; thence Northeasterly along said Southeasterly line to the Northeasterly corner of said Lot 4; thence Northwesterly along the Northeasterly line thereof to the point of beginning.*

*That part of the Northerly side of the Easterly end of Lot 1 in Block 13 of C. & F.J. Dunn, H. L. Dousman & Peter Cameron's Addition to the Town of La Crosse, in the City of La Crosse, La Crosse County, Wisconsin, as is sufficient to widen the Southeasterly end of Lot 4 in Block 34, of the Original Plat of the Town of La Crosse to the full width of 26.0 feet, so that said parcel of land shall in no part thereof be of less width Northerly and Southerly than 26.0 feet. Said parcel also being described as: All that part of Lot 1 in Block 13 of C. & F. J. Dunn, H. L. Dousman & Peter Cameron's Addition to the Town of La Crosse, in the City of La Crosse, lying Northeasterly of a line 26.0 feet Southwesterly of and parallel with the Northeasterly line of Lot 4 in Block 34 of the Original Plat of the Town of La Crosse.*

Property Address: 123-127 4th Street South, La Crosse

Tax Parcel No.: 17-20033-020 and 17-20023-040

*The South 20 feet of Lot 4 and all of Lot 5 in Block 34 of the Original Plat of the Town of La Crosse, in the City of La Crosse, La Crosse County, Wisconsin.*

*All that part of Lot One (1) in Block Thirteen (13) of C. and F. J. Dunn, H. L. Dousman and Peter Cameron's Addition to the Town, now City of La Crosse, La Crosse County, Wisconsin, lying North of the centerline of the North party wall of the Dittman Building numbered 129 South 4th Street in the City of La Crosse, which party wall is also the South wall of the Mader Building, No. 123-125 South 4th Street in La Crosse, which centerline of said party wall is described in Quit Claim Deed dated May 14, 1946, and recorded April 29, 1947, in 216 Deeds, page 350, Document No. 491229 as follows: Commencing at a point in the Westerly line of said Lot 1, 16.98 feet South of the Northwest corner of said Lot 1; thence East in a straight line to point in the East line of said Lot 1 which is 17.74 feet South of the Northeast corner of the said Lot 1: EXCEPTING therefrom all that part of the above described parcel lying Northeasterly of a line drawn 26 feet Southwesterly of and parallel with the Northeasterly line of Lot 4 in Block 34, Town of La Crosse.*

*Together with Partywall Agreements as set forth in Volume 57 of Deeds, page 320 and Volume 69 of Deeds, page 289.*

*Together with a perpetual easement for ingress, egress, and parking purposes together with all rights necessary of convenient for the full enjoyment or use of the easement over the following described premises: Part of Lot 4 in Block 34 of the Original Plat of the Village (now City) of La Crosse and part of Lot 1 in Block 13 of C. and F. J. Dunn, H. L. Dousman and Peter Cameron's Addition to the Town, now City of La Crosse, described as follows: Beginning at the Northeast corner of said Lot 4; thence North 63° 42' 10" West 20.22 feet, thence South 27° 16' 49" West 8.85 feet; thence North 63° 42' 10" West 8.47 feet; thence South 27° 16' 49" West 17.21 feet; thence North 63° 55' 13" West 30.93 feet; thence South 26° 57' 23" West 14.75 feet; thence South 63° 49' 10" West 5.21 feet; thence South 1° 03' 13" West 1.84 feet; thence South 89° 38' 04" East 3.25 feet; thence South 1° 03' 13" West 4 feet; thence North*

89° 38' 04" West 3.25 feet; thence South 1° 03' 13" West 9.94 feet; thence South 89° 38' 04" East 71.64 feet to a point on the East line of said Lot 1; thence North along the East line of said Lot 1, a distance of 17.48 feet to the Northeast corner thereof; thence North 26° 12' 42" East 12.33 feet to the point of beginning.