

Oneida Tribe of Indians of Wisconsin

Post Office Box 365

Phone: 869-2214

Oneida, WI 54155



Oneidas bringing several hundred bags of corn to Washington's starving army in 1778. The Oneidas had consistently refused to aid them.



UGWA DEMOLUM YATEHE
Because of the help of this Oneida Chief in cementing a friendship between the six nations and the Colony of Pennsylvania, a new nation, the United States, was made possible.



RESOLUTION # 8-2-89-2

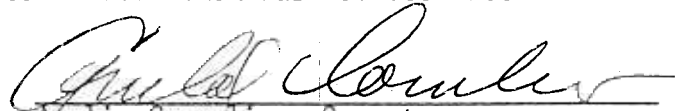
- WHEREAS, The Oneida Tribe of Indians of Wisconsin is a federally recognized Indian government and a treaty Tribe recognized by the laws of the United States; and,
- WHEREAS, The Oneida General Tribal Council is the governmental body of the Oneida Tribe of Indians of Wisconsin; and,
- WHEREAS, The Oneida Business Committee has been delegated the authority of Article IV, Section I of the Oneida Tribal Constitution by the Oneida General Tribal Council; and,
- WHEREAS, The Oneida Tribe of Indians of Wisconsin has entered in to certain leases with Oak Ridge Plaza, Inc., a Wisconsin corporation for the purposes of developing a 240,000 square foot multi-retail retail shopping center; and,
- WHEREAS, In order to facilitate the construction of said retail center, the Oneida Tribe of Indians of Wisconsin desires to consent to a Real Estate Mortgage Security Agreement and Assignment of Leases more particularly described in the attached consent form and incorporated by reference in to this resolution.

NOW, THEREFORE BE IT RESOLVED, that the Oneida Business Committee, in session assembled, hereby approves the attached Consent to Mortgage;

BE IT FURTHER RESOLVED, that the Chairman of the Oneida Tribe of Indians of Wisconsin is authorized to execute the Lease on behalf of the Oneida Tribe of Indians of Wisconsin.

C E R T I F I C A T I O N

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida Business Committee is composed of nine (9) members, of whom 7 members constituting a quorum, were present at a meeting duly called, noticed and held on the 2nd day of August, 1989; that the foregoing resolution was duly adopted at such meeting by a vote of 6 for, 0 against, and 0 members not voting, and that said resolution has not been rescinded or amended in any way.


Amelia Cornelius, Secretary
Oneida Business Committee

CONSENT TO MORTGAGE

I, (We), the undersigned, duly authorized representative(s) of the Business Committee for the ONEIDA TRIBE OF INDIANS OF WISCONSIN (herein "Lessors") do hereby consent to the attached Real Estate Mortgage Security Agreement and Assignment of Leases and to all the terms and conditions therein, executed by OAK RIDGE PLAZA, INC., a Wisconsin corporation (Lessee") in favor of MERCHANTS NATIONAL BANK AND TRUST COMPANY OF INDIANAPOLIS (herein "Mortgagee").

Lessor agrees to provide Mortgagee at their address at Merchants National Bank and Trust Company of Indianapolis, at Pan American Plaza, 201 South Capitol Avenue, Indianapolis, Indiana 46255, with written notice of default by Lessee in any of the terms and conditions of the lease(s) between Lessor and Lessee and hereby grants to "Mortgagee" the right to cure any such default on behalf of "Lessee". "Mortgagee's" right to notice of default and the right to cure the same shall be governed by the terms and conditions of Article Thirteen of the Lease(s) as to all of the terms relative to time of notice and to the actual cure of default referenced above.

Dated this 2nd day of August, 1989.

Lessor - Oneida Tribe of Indians of Wisconsin

Name

Title

Recommended for Approval:

Superintendent, Great Lakes Agency

Date

Approved:

Minneapolis Area Director

Date

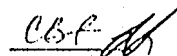
REAL ESTATE MORTGAGE
SECURITY AGREEMENT
AND
ASSIGNMENT OF LEASES

THIS INDENTURE WITNESSES, that OAK RIDGE PLAZA, INC., a Wisconsin corporation, having its principal office at 1301 Missouri Boulevard, Jefferson City, Missouri 65109, and a resident agent in Wisconsin at Suite 211, 111 East Wisconsin, Neenah, Wisconsin 54956 (hereinafter referred to as "Mortgagor"), mortgages, warrants, grants, conveys and assigns to MERCHANTS NATIONAL BANK & TRUST COMPANY OF INDIANAPOLIS, a national banking association having its principal banking offices at One Merchants Plaza, Indianapolis, Indiana 46255 (hereinafter referred to as "Merchants"), all right, title and interest of Mortgagor, whether now existing or hereafter acquired, in and to the real estate more particularly described in Exhibit "A" attached hereto and by reference made a part hereof and any real estate now or hereafter appurtenant thereto or used in connection therewith; together with all buildings, structures and fixtures (including but not limited to all lighting fixtures and mechanical equipment) now or hereafter erected or placed in or upon any said above-described real estate by Mortgagor or now or hereafter attached to or used in connection with such real estate to the extent such items may be considered part of the real estate under applicable law, and all tenements, hereditaments, easements, appurtenances and other rights and privileges thereunto now or hereafter attaching and belonging, or in any way appertaining, and the rents, issues, profits, accounts receivable, contract rights and general intangibles thereof or therefrom (hereinafter collectively referred to as the "Mortgaged Premises") including but not limited to all right, title and interest of Mortgagor in and to all of the leases of any portion of the Mortgaged Premises (hereinafter collectively referred to as the "Leases") now or hereafter existing for all to the use and benefit of Merchants, its successors and assigns, and transfers; and grants to Merchants a security interest in all equipment, inventory and fixtures now or hereafter owned by Mortgagor and located upon the Mortgaged Premises (hereinafter collectively referred to as the "Chattel Property").

THIS MORTGAGE SECURES AN OBLIGATION INCURRED FOR THE CONSTRUCTION OF AN IMPROVEMENT ON LAND. IT IS A "CONSTRUCTION MORTGAGE" AS DEFINED IN SECTION 409.313(1)(c) OF THE WISCONSIN STATUTES. TO THE EXTENT THAT IT RELATES TO FIXTURES, THIS MORTGAGE CONSTITUTES A "FIXTURE FILING" PURSUANT TO SECTION 409.402(b) OF THE WISCONSIN STATUTES.

MORTGAGOR HEREBY COVENANTS AND AGREES

1. This Mortgage is given as security for the performance and observance of the covenants and agreements herein contained and any other agreement executed by Mortgagor to Merchants in connection with the indebtedness secured hereby and to secure the payment when due of the principal of and interest on indebtedness evidenced by a certain promissory note executed by Mortgagor of even date and concurrently with this Mortgage and payable to the order of Merchants in the principal sum of Eight Million Three Hundred Fifty Thousand and no/100 Dollars (\$8,350,000.00), or any notes in renewal thereof (hereinafter referred to as the "Note"), with interest thereon at the rate and payable in the manner described in the Note, due and payable on or before July 1, 1991, or as from time to time renewed or extended, at the principal offices of Merchants

CB-F 

in Indianapolis Indiana, or at such place as the holder hereof may from time to time designate by notice in writing to Mortgagor.

2. The Mortgaged Premises consist of several different parcels in which Mortgagor's interests differ. Mortgagor's interest in that portion of the Mortgaged Premises described in Exhibit "B" attached hereto and by reference made a part hereof is the leasehold interest created under the lease dated April 6, 1989 executed by Mortgagor, as lessee, and the United States of America, as trustee for the Oneida Tribe of Indians of Wisconsin, a federally recognized Indiana Tribe, as lessor, recorded as Document No. _____, Jacket _____, Image _____ in the office of the Register of Deeds of Brown County, Wisconsin, (hereinafter referred to as the "Reservation Lease"). Mortgagor's interest in that portion of the Mortgaged Premises described in Exhibit "C" attached hereto and by reference made a part hereof is the leasehold interest created under the lease dated July 18, 1989 executed by Mortgagor, as lessee, and the Oneida Tribe of Indians of Wisconsin, as lessor, recorded as Document No. _____, Jacket _____, Image _____ in the office of the Register of Deeds of Brown County, Wisconsin, (hereinafter referred to as the "Carlton Lease"). Mortgagor's interest in that portion of the Mortgaged Premises described in Exhibit "D" attached hereto and by reference made a part hereof is fee simple absolute. The portions of the Mortgaged Premises described in Exhibit "A" that are not included within the real estate described in Exhibits "B", "C" and "D" are dedicated streets that will be acquired by Mortgagor upon the completion of pending vacation proceedings. Mortgagor shall fulfill any and all of its obligations under the Reservation Lease and the Carlton Lease and shall enforce, at Mortgagor's cost and expense, the full performance of all of its conditions, obligations and covenants under the Reservation Lease and the Carlton Lease and shall appear and defend any action growing out of or in any way manner connected therewith. Mortgagor shall not change, modify, release, waive, terminate, alter or amend the Reservation Lease or the Carlton Lease without first securing the prior written consent by Merchants. Merchants, at its option but without the assumption of any of Mortgagor's obligations as lessee under the Reservation Lease or the Carlton Lease, may perform any obligation of Mortgagor under the Reservation Lease or the Carlton Lease without releasing Mortgagor from any obligations herein or thereunder. In the exercise of such power, Merchants shall be entitled to reimbursement for all costs and expenses including attorneys fees and the same shall be secured hereby and be payable upon demand or added to the Note. Mortgagor has good and valid title to the Chattel Property free and clear of all security interests and encumbrances and has full power to grant a security interest in the same, and the Mortgaged Premises are free and clear of any and all liens and encumbrances, except for those approved by Merchants in writing. Mortgagor has full power to mortgage and assign its interests in the Mortgaged Premises, the Lessor and the Chattel Property. Mortgagor will make any further assurances of title that Merchants may require and will warrant and defend the Mortgaged Premises and the Chattel Property against all lawful claims and demands whatsoever.

3. Mortgagor will pay the Note in accordance with its terms and will perform and comply with all of the terms and provisions thereof.

4. Mortgagor will procure and maintain in effect at all times hazard insurance (fire and extended coverage) with respect to the Mortgaged Premises and the Chattel Property and

public liability insurance with such insurance companies and in form and amounts as are acceptable to and approved by Merchants against loss or destruction on account of fire, windstorm or other such hazards, casualties and contingencies customarily insured against, and injury to the person or property. All insurance policies are to be held by and, to the extent of its interests, for the benefit of and first payable in case of loss to Merchants, and Mortgagor shall deliver to Merchants a new policy as replacement for any expiring policy at least fifteen (15) days before the date of such expiration. All such policies of insurance shall contain waiver of subrogation clauses and shall have attached thereto the non-contributory New York Standard Mortgagee clause or its equivalent in favor of Merchants with cancellation only upon at least ten (10) days' prior written notice to Merchants. All amounts recoverable under any policy are hereby assigned to Merchants and, in the event of a loss, each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Merchants rather than jointly to Merchants and Mortgagor, and the amount collected shall at the option of Merchants, be used in any one or more of the following ways: (a) applied upon the indebtedness secured hereby, whether or not such indebtedness is then due and payable, (b) used to fulfill any of the covenants contained herein, or (c) used to replace or restore the Mortgaged Premises or Chattel Property to a condition satisfactory to Merchants. In the event of the foreclosure of this Mortgage or its transfer in lieu thereof, or in the event of a default hereunder or under the terms of the Note, all rights, title and interest of Mortgagor in and to such policies of insurance shall pass to the purchaser or grantee and Mortgagor hereby irrevocably appoints Merchants as attorney-in-fact of Mortgagor to assign any policies in the event of the foreclosure of this Mortgage or a conveyance in lieu of foreclosure.

5. Mortgagor will pay, before the same become delinquent or any penalty for non-payment attaches thereto, all taxes, payments in lieu of taxes (including but not limited to tribal taxes), assessments and charges of every nature now or hereafter levied or assessed against or upon the Mortgaged Premises or the Chattel Property, or any part thereof or upon the rents, issues, income or profits therefrom, which by reason of non-payment could become a lien prior or junior to this Mortgage, whether any or all of said taxes, assessments or charges be levied directly or indirectly or as excise taxes or as income taxes, and will submit to Merchants such evidence of the timely payment of such taxes, assessments and charges as Merchants may require, and Mortgagor will also pay all taxes, assessments or charges which may be levied on this Mortgage or the Note, excepting any state or federal income taxes or state intangibles taxes.

6. If Mortgagor shall neglect or refuse to keep the Mortgaged Premises and the Chattel Property in good repair, to maintain and pay the premiums for insurance which may be required, or to pay and discharge all taxes, assessments and charges of every nature assessed against Mortgagor, the Mortgaged Premises or the Chattel Property, all as provided for under the terms of this Mortgage, Merchants may, at its election, cause such repairs or replacements to be made, obtain such insurance or pay said taxes, assessments and charges, and any amounts paid as a result thereof, together with interest thereon at the rate which is two per cent (2%) per annum above the rate of interest payable on the Note from the date of payment, shall be immediately due and payable by Mortgagor to Merchants, and until paid shall be added to and become a part

of the indebtedness evidenced by the Note and secured hereby, and the same may be collected in any suit hereon or upon the Note, or Merchants, by payment of any tax, assessment or charge may, at its discretion, be subrogated to the rights of the governmental subdivisions levying such tax, assessment or charge. No such advances shall be deemed to relieve Mortgagor from any default hereunder or impair any right or remedy of Merchants, and the exercise by Merchants of the right to make advances shall be optional with Merchants and not obligatory and Merchants shall not in any case be liable to Mortgagor for a failure to exercise any such right.

7. Mortgagor will keep the Mortgaged Premises and the Chattel Property in good order, repair and condition at all times and will not commit waste or allow waste to be committed against the Mortgaged Premises or the Chattel Property. Mortgagor will not commit or allow the commission of any violation of any law, regulation, ordinance or contract affecting the Mortgaged Premises and will not commit or allow any demolition, removal or material alteration of any of the buildings or improvements (including fixtures) constituting a part of the Mortgaged Premises and the Chattel Property without the prior written consent of Merchants. Merchants shall at reasonable times during normal business hours have free access to the Mortgaged Premises for the purposes of inspection and the exercise of its rights hereunder.

8. All awards made by any public or quasi-public authority for damages to the Mortgaged Premises by virtue of an exercise of the right of eminent domain by such authority, including any award for a taking of title, possession or right of access to a public way, or for any change of grade of streets affecting the Mortgaged Premises, are hereby assigned to Merchants and Merchants, at its option, is hereby authorized, directed and empowered to collect and receive the proceeds of any such award to the extent of the indebtedness secured by or payable under this Mortgage from the appropriate governmental authority. Such award shall be used in any one or more of the following ways at the option of Merchants: (i) applied upon the indebtedness secured hereby or payable hereunder, whether or not such indebtedness is then due and payable, or (ii) used the same or any part thereof to replace or restore the Mortgaged Premises to a condition satisfactory to Merchants. In the event of a default hereunder or under the terms of the Note, Merchants, is authorized, at its option, to appear in and prosecute in its own name any action or proceeding or, with consent and joinder of Mortgagor, to make any compromise or settlement in connection with such taking or damage. Mortgagor will, upon request by Merchants, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning in the event of a default under the terms of this Mortgage or under the Note all proceeds from such awards to Merchants free and clear and discharged of any and all encumbrances or claims of any kind or nature whatsoever.

9. If required by Merchants or in the event of a default by Mortgagor hereunder or under the Note, Mortgagor will pay to Merchants, on dates upon which interest is payable, such amounts as Merchants from time to time estimates as necessary to create and maintain a reserve fund from which to pay at least sixty (60) days before the same become due, all rental payments, taxes, assessments, liens and charges on or against the Mortgaged Premises and the Chattel Property and premiums for insurance as herein covenanted to be furnished by Mortgagor. Payments from such reserve fund for such purposes

C. B. Smith

may be made by Merchants at its discretion. Such payments shall not be, nor deemed to be, trust funds but may be commingled with the general funds of Merchants, and no interest shall be payable in respect thereof. In the event of any default under the terms of this Mortgage or under the Note, any part or all of said reserve fund may be applied to the indebtedness secured hereby and, in refunding any part of said reserve fund, Merchants may deal with whoever is represented to be the owner of the Mortgaged Premises at that time.

10. Mortgagor at its expense will deliver to Merchants within ninety (90) days after the close of each fiscal year of Mortgagor a statement of annual income and expenses, with audit verification if required by Merchants and in detail satisfactory to Merchants, in connection with the Mortgaged Premises, such statement to be prepared and certified by an independent certified public accountant or other person acceptable to Merchants. In addition, Mortgagor will furnish Merchants with such other financial statements in respect to the operation of the Mortgaged Premises or the financial condition of Mortgagor at such times and in such form as Merchants may require.

11. Mortgagor will indemnify Merchants and save it harmless from any and all loss, damage or expense, including attorneys' fees, resulting from or arising out of the execution and delivery of this Mortgage and the terms hereof and the same is made a part of the indebtedness secured hereby. All sums paid by Merchants, including attorneys' fees, to cure a default by Mortgagor hereunder or for the expense of any litigation to prosecute or defend the rights and lien created hereby in any action or proceeding to which Merchants is made a party by reason of this Mortgage or the Note, or in which it becomes necessary to defend or uphold the lien of this Mortgage, shall be paid by Mortgagor to Merchants, together with interest thereon from date of payment at the rate specified under paragraph 6 above, and any such sums and the interest thereon shall be immediately due and payable and secured hereby, having the benefit of the lien hereby created as a part thereof and with its priority, all without relief from valuation or appraisal laws.

12. Mortgagor will pay all sums which if not paid may result in the acquisition or creation of a lien prior to or of equal priority with or junior to the lien of this Mortgage, or which may result in conferring upon a tenant of any part of the Mortgaged Premises a right to recover such sums as prepaid rent or as a credit or offset against any future rental obligation.

13. Merchants is subrogated for further security to the lien, although released of record, of any and all encumbrances paid with the proceeds of the indebtedness secured by this Mortgage.

14. Any rental payments received by Mortgagor shall be applied toward the payment when due of the principal of and interest on the Note and Merchants may, at its option and without notice or demand, collect and receive all rentals due to Mortgagor under the Leases and apply said rentals toward the payment of the principal of and interest on the Note or any other indebtedness due and payable to Merchants under this Mortgage, including but not limited to costs of collection, expenses of operation, advancements and attorneys' fees. Such right may be exercised by Merchants without regard to other security and without releasing Mortgagor from any obligation. Mortgagor hereby irrevocably appoints and constitutes Merchants

as its true and lawful attorney-in-fact with full power of substitution for and on behalf of Mortgagor and in a manner not adverse to the interests of Mortgagor, after an event of default, to request, demand, enforce payment, collect and receive the rentals payable under the Leases, to endorse any checks, drafts or orders evidencing the payment of rentals under the Leases, and to do and perform any act which Mortgagor might do for and on its own behalf. Any security deposits received by Mortgagor shall be held in trust. Mortgagor shall notify Merchants in writing in the event of any default by Mortgagor under the Leases. Mortgagor shall fulfill any and all of its obligations under the Leases and shall enforce, at its cost and expense, the full performance of all of the conditions, obligations and covenants under the Leases to be observed and performed by the tenants and occupants thereunder and shall appear and defend any action growing out of or in any manner connected with the Leases. Mortgagor shall not change, modify, release, waive, terminate, alter or amend the Leases or any of the terms and provisions thereof, including the rentals thereunder, nor assign or encumber its rights, title and interest in and to the Leases without first securing the written consent of Merchants. Merchants may, at its option but without the assumption of any of Mortgagor's obligations as lessor, perform any obligation of Mortgagor under the Leases, without releasing Mortgagor from any obligations herein or under the terms of the Leases. In the exercise of such power, Merchants shall be entitled to reimbursement for all costs and expenses, including attorneys' fees, and the same shall be secured hereby and be payable upon demand or added to the Note. Mortgagor shall indemnify and save harmless Merchants from any and all cost, expense or liability under the Leases or by reason of this Mortgage and against claims or demands whatsoever which may be asserted against it by reason of any alleged obligation of Merchants to perform or discharge any of the terms of the Leases. The receipt by Merchants of any rental payments made by tenants and occupants pursuant to the Leases shall constitute a valid receipt and acquittance for all such rents paid, and tenants shall be under no duty or obligation concerning the proper application of any rents so paid.

15. Mortgagor will not cancel any of the Leases nor terminate or accept a surrender thereof or reduce the payment of the rent thereunder or modify any of the Leases or accept any prepayment of rent (except any amount which may be required to be prepaid by the terms of any such lease) without first obtaining, on each occasion, the prior written consent of Merchants.

16. Mortgagor will operate the Mortgaged Premises at all times as a shopping center and shall not acquire any equipment or fixtures covered by this Mortgage subject to any security interest or other charge or lien having priority over the lien or security interest granted under this Mortgage.

17. In the event the ownership of the Mortgaged Premises, or any part thereof, becomes vested in a person or persons other than Mortgagor, and Merchants does not exercise the option reserved to it hereunder to accelerate the indebtedness secured hereby in the event of alienation of all or any part of the Mortgaged Premises, Merchants may deal with successor or successors in interest with reference to this Mortgage and the indebtedness secured hereby in the same manner as with Mortgagor, without in any manner vitiating or discharging Mortgagor's liability hereunder, or upon the indebtedness hereby secured.

18. Mortgagor shall pay to Merchants, or its legal representatives, successors and assigns, reasonable attorneys' fees, any sums expended for the continuation of the abstract of title to the Mortgaged Premises, for title searches, or for title insurance, and all other costs incurred in any action to foreclose this Mortgage, or for the cure of a default by Mortgagor in any of its terms, covenants or agreements, which fees and costs shall be an additional lien and security interest against the Mortgaged Premises and the Chattel Property.

19. Mortgagor hereby authorizes Merchants to execute and file financing statements signed only by a representative of Merchants covering the security interest of Merchants in the Chattel Property. Upon any default, Merchants, at its option and without notice or demand, shall be entitled to enter upon the Mortgaged Premises to take immediate possession of the Chattel Property or to render the same unusable. Upon request, Mortgagor shall assemble and make the Chattel Property available to Merchants at a place to be designated by Merchants which is reasonably convenient to both parties. Upon repossession, Merchants may propose to retain the Chattel Property in partial satisfaction of the indebtedness of Mortgagor secured hereby or sell all or any portion of the Chattel Property at public or private sale in accordance with the Uniform Commercial Code as adopted in Wisconsin or any other applicable statute. In the further event that Merchants shall dispose of any or all of the Chattel Property after default, the proceeds of disposition shall be first applied in the following order: (a) to the reasonable expenses of retaking, holding, preparing for sale, selling and the like, (b) to the reasonable attorneys' fees and legal expenses incurred by Merchants, and (c) to the satisfaction of the indebtedness secured hereby. Mortgagor agrees to release and hold harmless Merchants from any and all claims arising out of the repossession of the Chattel Property. In the event of a proposed sale of all or any part of the Chattel Property, notification shall be given to Mortgagor at least ten (10) days prior thereto.

20. Mortgagor will maintain, or cause to be maintained, rent loss insurance in the amount required by Merchants with a loss payable clause in favor of Merchants, such insurance to be carried with such company or companies and upon such terms and conditions as Merchants may require.

21. This Mortgage creates a continuing lien to secure the full and final payment of the Note and the performance of the other obligations of Mortgagor under this Mortgage or under any other security documents or agreements executed by Mortgagor in connection with the indebtedness secured hereby.

22. This Mortgage is executed in connection with a certain Construction Loan Agreement executed by and between Mortgagor and Merchants of even date herewith (hereinafter referred to as the "Loan Agreement") and secures any and all advancements and indebtedness arising and accruing thereunder to the same extent as though the Loan Agreement were fully incorporated in this Mortgage and if any default shall occur under the Loan Agreement the same shall constitute a default under this Mortgage entitling Merchants to all rights and remedies conferred upon Merchants by the terms of this Mortgage or otherwise by law, as in the case of any other default.

23. Upon:

- (a) any default in the payment of any indebtedness evidenced by the Note, the Loan Agreement or secured hereby or of any installment thereof as due;
- (b) a failure to make any payment when due of any of the taxes, assessments or charges as required hereunder;
- (c) any default in the performance and observance of any other of the terms, covenants or agreements of this Mortgage;
- (d) any default in the performance and observance of any of the terms, covenants or agreements of the Loan Agreement and a failure to cure such default within the applicable cure period specified therein, if any;
- (e) any default in the performance and observance of any of the terms, covenants or agreements of the Note or any other instrument, agreement or document executed in connection with any indebtedness secured hereby and a failure to cure such default within the applicable cure period specified therein, if any;
- (f) the institution of any foreclosure proceeding by the holder of any mortgage or lien upon the Mortgaged Premises or security interest in the Chattel Property;
- (g) the passing of any law hereafter by the State of Wisconsin or local authority deducting from the value of the Mortgaged Premises any lien thereon for the purpose of taxation of Merchants or changing in any way the laws now in force for the taxation of mortgages, or the indebtedness secured hereby, for state or local purposes, or changing the manner of collection of any such taxation from Mortgagor so as to affect this Mortgage or any indebtedness secured hereby; or
- (h) Mortgagor becoming insolvent, making an assignment for the benefit of creditors, or petitioning to be adjudicated as voluntarily bankrupt;
- (i) proceedings being instituted against Mortgagor to place it in involuntary bankruptcy or for the appointment of a receiver for it or its property;
- (j) the Mortgaged Premises or the Chattel Property being seized under any writ or process of court or by any trustee or receiver;
- (k) the direct or indirect sale, assignment or other transfer of ownership of the beneficial interest in the Mortgaged Premises or Chattel Property or any part thereof or upon the direct or indirect mortgage or further encumbrance of the beneficial interest in the Mortgage Property or the Chattel Property or any part thereof;

then, in any such event, the whole of the indebtedness secured hereby shall, at the election of Merchants, become immediately due and payable, without notice or demand, and Merchants, at

EXHIBIT "A"

A tract of land being part of Brown County Certified Survey Map Volume 16, page 171, and Volume 4, Page 307, Oneida Industrial Subdivision, Lambeau Street (to be vacated), Section 29, Township 24 North, Range 20 East in the City of Green Bay, Brown County, Wisconsin, to wit: Commencing at the East quarter corner of said Section 29, also being the intersection of the centerline of State Highway No. 54 and the centerline of Hinkle Street; thence along the centerline of Hinkle Street N 00°22'36" W, 94.92 feet to a point; thence leaving said centerline S 89°37'24" W, 35.00 feet to the point of beginning at the intersection of the North right-of-way line of Highway No. 54 and the west right of way line of said Hinkle Street; thence along said North right-of-way line S 73°33'08" W, 160.10 feet to a point; thence S 89°48'16" W, 1,097.25 feet to a point at the intersection of said North right-of-way line with the east right-of-way line of Isbell Street; thence leaving said North right-of-way line along said east right-of-way line N 00°10'59" W, 1,254 feet to a found iron pipe; thence leaving said east right-of-way along the South line of outlot 10 of said Oneida Subdivision N 09°27'11" E, 1,246.85 feet to a found iron pipe in the west right-of-way line of said Hinkle Street; thence leaving the South line of Outlot 10 along said West right-of-way line S 00°22'36" E, 1,216.98 feet to the point of beginning.

AND

A tract of land being part of Brown County Certified Survey Map Volume 3, Page 491, and Volume 2, Page 609 and Lambeau Street (to be vacated), and part of the Southwest ¼, Northwest ¼, Section 28, Township 24 North, Range 20 East in the City of Green Bay, Brown County, Wisconsin, to-wit: Commencing at the West Quarter corner of said Section 28, also being the intersection of the centerline of State Highway No. 54 and the centerline of Hinkle Street; thence along said centerline of Hinkle Street N 00°22'36" W, 105.01 feet to a point; thence leaving said centerline N 89°37'24" E, 42.00 feet to a point; thence N 89°36'04" E, 459.00 feet to a point; thence N 30°18'39" E, 67.36 feet to a point in the existing north right-of-way line of Lambeau Street, (said point also being the point of beginning; thence S 89°36'04" W, 64.42 feet to a point; thence along a curve to the right having a radius of 165.00 feet, an arc length of 230.36 feet to a point; thence along a curve deflecting to the left having a radius of 235.00 feet, an arc length of 328.00 feet to a point; thence S 89°37'24" W, 35.00 feet to a point; thence N 89°36'04" E, 516.44 feet to a point; thence N 00°22'36" W, 206.84 feet to a found iron pipe; thence N 89°46'02" E, 569.37 feet to a found iron pipe; thence S 00°14'29" E, 500.75 feet to a found iron pipe; thence S 89°59'49" W, 568.20 feet to a point; thence S 30°18'39" W, 45.21 feet to the point of beginning

AND

A tract of land being part of Brown County Certified Survey Map Volume 3, page 491, and Volume 2, page 609, Lambeau Street (to be vacated), Section 28, Township 24 North, Range 20 East, in the City of Green Bay, Brown County, Wisconsin, to wit: Commencing at the West Quarter corner of said Section 28, also being the intersection of the centerline of State Highway No. 54 and the centerline of Hinkle Street; thence along said centerline of Hinkle Street N 00°22'36" W, 105.01 feet to a point; thence leaving said centerline N 89°37'24" E, 35.00 feet to a point in the North right-of-way line of said State Highway 54, said point also being the point of beginning; thence N 00°22'36" W, 388.41 feet to a point; thence N 89°37'24" E, 35.00 feet to a point; thence along a curve deflecting to the right having a radius of 235.00 feet, an arc length of 328.00 feet to a point; thence along a curve deflecting to the left having a radius of 165.00 feet, an arc length of 230.36 feet to a point; thence N 89°36'04" E, 64.42 feet to a point on the existing north right-of-way line of Lambeau Street; thence S 30°18'39" W, 67.36 feet to a point; thence S 89°36'04" W, 104.43 feet to a point; thence along a curve deflecting to the right having a radius of 235.00 feet, an arc length of 252.38 feet to a point; thence along a curve to the left having a radius of 165.00 feet an arc length of 230.29 feet; thence S 89°37'24" W, 28.00 feet to a point; thence S 00°22'36" E, 318.40 feet to a point; thence S 89°36'04" E, 318.40 feet to the point of beginning.

its option, may proceed to foreclose this Mortgage without relief from valuation and appraisal laws, and thereupon, or at any time during the existence of any such default, Merchants shall be entitled to enter into possession of the Mortgaged Premises and to collect the rents, issues and profits thereof, accrued and to accrue, and to apply the same on any indebtedness secured hereby (with application against the various obligations constituting the indebtedness secured hereby in such manner and amounts as Merchants, in its sole discretion, may determine) or, if Merchants so elects, Merchants shall be entitled to the appointment of a receiver in any court of competent jurisdiction to collect such rents, issues and profits under the direction of the court, notice of the exercise thereof being hereby waived.

24. No failure by Merchants in the exercise of any of its rights under this Mortgage shall preclude Merchants from the exercise thereof in the event of subsequent default by Mortgagor hereunder, and no delay by Merchants in the exercise of its rights under this Mortgage shall preclude Merchants from the exercise thereof so long as Mortgagor is in default hereunder. Merchants may enforce any one or more of its rights or remedies hereunder successively or concurrently.

25. Merchants, at its option, may extend the time for the payment of the indebtedness secured hereby, or reduce the payments thereon, or accept a renewal note or notes therefor, without the consent of any endorser or guarantor and without the consent of Mortgagor if Mortgagor has conveyed title to the Mortgaged Premises, and any such extension, reduction or renewal shall not affect the priority of this Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the primary liability of Mortgagor or any endorser or guarantor to Merchants.

26. Any part of the Mortgaged Premises and the Chattel Property covered by this Mortgage may be released by Merchants without affecting the lien and security interest hereby granted as to the remainder, and the security of this Mortgage shall not affect or be affected by any other security for the indebtedness secured hereby nor shall the taking of additional security release or impair the security hereof or liability for the indebtedness secured hereby in any manner whatsoever.

27. The covenants, conditions and agreements contained in this Mortgage shall bind, and the benefits thereof shall inure to, Mortgagor and Merchants, their respective successors, assigns, heirs and legal representatives.

28. Mortgagor agrees to the provisions of Section 846.101, Wis. Stats., as the same may be amended or renumbered from time to time, permitting Mortgagee, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate consisting of twenty (20) acres or less six (6) months after a foreclosure judgment is entered. Mortgagor further agrees to the provisions of Sec. 846.103, Wis. Stats., as the same may be amended or renumbered from time to time, permitting Mortgagee, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate, other than a one-to-four family residence that is owner-occupied at the commencement of the foreclosure action, a farm, a church or a tax-exempt non-profit charitable organization, three (3) months after a foreclosure judgment is entered.

29. Mortgagor represents and warrants to Merchants that no environmental study or impact report has been done with respect to any portion of the real estate which constitutes the Mortgaged Premises, except as has been heretofore delivered to Merchants. No portion of the real estate constituting the Mortgaged Premises previously has been used as a landfill or as a dump for garbage or refuse, nor as a site where hazardous wastes or hazardous substances (as defined in the Solid Waste Disposal Act of 1965, as amended) have been stored, treated or disposed of. Further there is not present, on, in or under any part of the Mortgaged Premises, any asbestos, urea-formaldehyde foamed in place insulation, or poly chlorinated biphenyls and the Mortgaged Premises have not in the past been used, and are not presently being used, and will not in the future (for so long as the Mortgage remains in effect) be used for the handling, storage, transportation or disposal of any Hazardous Materials, the release or disposal which is regulated by any law, regulation, code, or ordinance. As used herein, the term "Hazardous Materials" shall mean asbestos, urea-formaldehyde foamed in place insulation, poly chlorinated biphenyls, all other materials generally being hazardous or toxic (including those materials termed hazardous wastes or hazardous substances as defined in the Solid Waste Disposal Act of 1985, as amended).

30. Mortgagor agrees to indemnify and hold Merchants harmless from and against any and all claims, losses, damages, set-offs, counter-claims or expenses (including attorneys' fees and costs) which Merchants may sustain as a result of the transactions evidenced by this Mortgage or because of the breach of or inaccuracy in any of the representations and warranties contained in this Mortgage or in any other document executed in connection herewith or in any other written communication of Mortgagor to Merchants in connection with the transactions secured hereby whether any such inaccuracy was known by Mortgagor to be incorrect or not and without regard to the qualification of any representation based upon Mortgagor's knowledge. Mortgagor further agrees to indemnify, defend and hold Merchants harmless from and against any claim, loss or damage to which Merchants is subjected as a result of the presence of any Hazardous Materials, as defined in paragraph 29 above, or the use, handling, storage, transportation or disposal thereof within or upon the Mortgaged Premises, or violation of the covenants, representations and warranties contained in this Mortgage. The foregoing indemnities shall survive the release, satisfaction or foreclosure of this Mortgage. The foregoing indemnities shall be in addition to, and not in lieu of, Merchants' rights and remedies elsewhere in this Mortgage or otherwise.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed and delivered this 27th day of July, 1989.

OAK RIDGE PLAZA, INC.

By: Charles B. Fain
Charles B. Fain, President

ATTEST:

BY

Lawrence S. Langohr
Secretary

Witness:

Patricia A. ...

STATE OF WISCONSIN)
COUNTY OF Brown) SS:

Before me, a Notary Public in and for said County and State, personally appeared Charles B. Fain the President and Lawrence S. Langohr the Secretary of Oak Ridge Plaza, Inc., who after having been duly sworn, acknowledged the execution of the foregoing Real Estate Mortgage, Security Agreement and Assignment of Leases

WITNESS my hand and Notarial Seal this 27th day of July, 1989.

Annette Swejda
(Annette Swejda) Notary Public

My Commission Expires:
March 3, 1991

My County of Residence:
Brown

This document was prepared by Barbara A. Wolenty, 1600 Capital Center South, 201 North Illinois Street, Indianapolis, Indiana 46204.

2391k/bas

EXHIBIT "B"

All that part of Lots One (1) through (10), ONEIDA INDUSTRIAL SUBDIVISION, Lewellen Road, and Lambeau Frontage Road described as follows: A parcel of land located within the Northeast 1/4 Section 29 Township 24 North, Range 20 East, 4th Principal Meridian, Brown County, Wisconsin, more particularly described as follows: Commencing at the East quarter corner of said Section 29; thence N 00°22'36" W, a distance of 330.22 feet to the point of beginning; thence S 89°40'19" W, a distance of 774.39 feet; thence S 00°11'51" E, a distance of 280.10 feet; thence S 89°40'35" W, a distance of 258.00 feet; thence N 00°11'51" W, a distance of 280.05 feet; thence S 89°40'15" W, a distance of 253.00 feet; thence S 00°11'51" E, a distance of 280.01 feet; thence S 89°40'35" W, a distance of 35.00 feet; thence S 89°46'17" W, a distance of 35.00 feet; thence N 00°11'51" W, a distance of 1264.83 feet; thence S 89°47'40" E, a distance of 35.00 feet; thence N 89°25'38" E, a distance of 35.00 feet; thence S 00°11'51" E, a distance of 9.00 feet; thence N 89°25'38" E, a distance of 1247.35 feet; thence N 00°22'36" W, a distance of 9.00 feet; thence N 89°25'38" E, a distance of 35.00 feet; thence N 89°29'35" E, a distance of 35.01 feet; thence S 00°22'36" E, a distance of 990.26 feet; thence S 89°40'35" W, a distance of 35.00 feet to the point of beginning. Excepting therefrom that part included within Isbell and Hinkle Streets.

EXHIBIT "C"

The Easterly 129 feet of the Westerly 288 feet of Lot Thirteen (13), Section 29, Township 24 North, Range 20 East, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin, excepting therefrom the Southerly 100 feet thereof used for road purposes.

AND

Lot Two (2), Volume 16 Certified Survey Maps, page 171, said map being part of Lot Thirteen (13), Section 29, Township 24 North, Range 20 East in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.

A tract of land being part of Brown County Certified Survey Map Volume 3, Page 491, and Volume 2, Page 609 and Lambeau Street (to be vacated), and part of the Southwest $\frac{1}{4}$, Northwest $\frac{1}{4}$, Section 28, Township 24 North, Range 20 East in the City of Green Bay, Brown County, Wisconsin, to-wit: Commencing at the West Quarter corner of said Section 28, also being the intersection of the centerline of State Highway No. 54 and the centerline of Hinkle Street; thence along said centerline of Hinkle Street N $00^{\circ}22'36''$ W, 105.01 feet to a point; thence leaving said centerline N $89^{\circ}37'24''$ E, 42.00 feet to a point; thence N $89^{\circ}36'04''$ E, 459.00 feet to a point; thence N $30^{\circ}18'39''$ E, 67.36 feet to a point in the existing north right-of-way line of Lambeau Street, (said point also being the point of beginning; thence S $89^{\circ}36'04''$ W, 64.42 feet to a point; thence along a curve to the right having a radius of 165.00 feet, an arc length of 230.36 feet to a point; thence along a curve deflecting to the left having a radius of 235.00 feet, an arc length of 328.00 feet to a point; thence S $89^{\circ}37'24''$ W, 35.00 feet to a point; thence N $89^{\circ}36'04''$ E, 516.44 feet to a point; thence N $00^{\circ}22'36''$ W, 206.84 feet to a found iron pipe; thence N $89^{\circ}46'02''$ E, 569.37 feet to a found iron pipe; thence S $00^{\circ}14'29''$ E, 500.75 feet to a found iron pipe; thence S $89^{\circ}59'49''$ W, 568.20 feet to a point; thence S $30^{\circ}18'39''$ W, 45.21 feet to the point of beginning.

EXHIBIT "D"

Lot One (1), Volume 4 Certified Survey Maps, page 307, said map being part of Lot Thirteen (13), Section 29, Township 24 North, Range 20 East, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.

AND

Lot One (1), Volume 16 Certified Survey Maps, page 171, said map being part of Lot Thirteen (13), Section 29, Township 24 North, Range 20 East, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.