

When recorded
return to:

Kutak Rock
1650 Farnam Street
Omaha, NE 68102
Attn: David A. Weill, Esq.

440005
REC \$ 140.00 CT - 2448931
AUD \$ _____
R.M.F. \$ 2.00 FILED NO. 2729

COMPUTER
RECORDED
COMPARED

BOOK 176 PAGE 334
95 APR 24 PM 2: 29
MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS AGREEMENT, made as of this 26th day of October, 1994, between SAFECO CREDIT COMPANY, Inc., having offices at Suite 610, 165 South Union Boulevard, Lakewood, Colorado, hereinafter referred to as "Mortgagee," and UPPER MIDWEST PIZZA HUT, INC., a Delaware corporation, whose address is 9111 East Douglas, Wichita, Kansas, hereinafter referred to as "Lessee," and ADVANCE GROCERY SYSTEMS, INC., a Nebraska corporation whose address is 212 Copper Corral Court, Plattsmouth, Nebraska, hereinafter referred to as "Lessor."

W I T N E S S E T H :

WHEREAS, Mortgagee is the holder of a first mortgage upon the real property described in Exhibit B attached hereto and incorporated herein by reference; and

WHEREAS, Lessee has a leasehold interest in said real property by reason of a certain Lease with Lessor dated October 26, 1994, covering the real estate encumbered by the aforesaid mortgage; and

WHEREAS, it is the desire of Mortgagee that Lessee subordinate its interest in said real property by virtue of said Lease to the lien of said mortgage;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, the parties agree as follows:

Section 1. Lessee hereby subordinates its rights under the aforesaid Lease to the lien of Mortgagee as evidenced by the mortgages included on Exhibit A, so that for all purposes the lien of said mortgage shall be deemed to be superior to all rights of Lessee in the real Property described in Exhibit B attached hereto. Any future modification, extension, renewal or consolidation of Lessee's rights under the aforesaid lease shall also be subordinate to the lien of mortgages included on exhibit A. Lessee's rights shall also be subordinate to any future modification, extension, renewal or consolidation of any mortgage listed on Exhibit A.

Section 2. Provided Lessee is not in default under the terms of the Lease, then:

(a) The right of possession of Lessee to the leased premises and Lessee's rights arising out of the Lease shall not be affected or disturbed by Mortgagee in the

exercise of any of its rights under the aforesaid mortgage or the note secured thereby, nor in any other way be deprived of its rights under the Lease.

(b) In the event that Mortgagee or any other person acquires title to the mortgaged premises pursuant to the exercise of any remedy provided for in the mortgage, the Lease shall not be terminated or affected by said foreclosure or sale or transfer in lieu of foreclosure or any such proceeding, and Mortgagee hereby covenants that any sale by it of the mortgaged premises pursuant to the exercise of any rights and remedies under the mortgage or otherwise shall be made subject to the Lease and rights of Lessee thereunder subject to the terms herein, and Lessee covenants and agrees to attorn to Mortgagee or such other person as its new Landlord, and the Lease shall continue in full force and effect as a direct Lease between Lessee and Mortgagee or such other person upon all the terms, covenants, conditions and agreements set forth in the Lease.

(c) Neither the mortgage nor any other security instrument executed in connection therewith shall cover or be construed as subjecting in any manner to the lien thereof any trade fixtures, signs or other personal property at any time furnished or installed by or for Lessee or its sublessees or licensees on the aforementioned property regardless of the manner or mode of attachment thereof.

(d) Lessee hereby expressly agrees to pay all rents and other monies due under the Lease to Mortgagee upon its receipt from Mortgagee of a written notice to make such payments.

Section 3. The parties hereto agree that rents and other moneys due to Lessor under the Lease shall be paid to Lessor. Upon receipt from Mortgagee of written notice to pay all such rents and other moneys to or at the direction of Mortgagee, Lessor authorizes and directs Lessee thereafter to make all such payments to or at the direction of Mortgagee, releases Lessee of any liability to Lessor for any and all payments so made and shall defend, indemnify and hold Lessee harmless from and against any and all claims, demands, losses or liabilities asserted by, through or under Lessor (except by Mortgagee) for any and all payments so made. Any dispute between Mortgagee (or other Purchaser) and Lessor as to the existence or continuance of a default by Lessor under the terms of the Note or Security Documents, or with respect to the extent or nature of such default, or with respect to foreclosure of Deed of Trust by Mortgagee, shall be dealt with and adjusted solely between Mortgagee (or other Purchaser) and Lessor, and Lessee shall not be made a party thereto, except as may be required by law or otherwise necessary for the resolution of such dispute.

Section 4. Subject to the provisions hereof, said Lease dated of even date hereof shall be subject and subordinate to the lien of the mortgage and to all the terms, conditions and provisions thereof, to all advances made or to be made thereunder and to any renewals, extensions, modifications or replacements thereof.

Section 5. The foregoing provisions shall be self-operative and effective without the execution of any further instrument on the part of any party hereto. However, Lessee agrees to execute and deliver to Mortgagee, or to any person to whom Lessee herein agrees to attorn, such other instrument as either shall request in order to effectuate said provisions.

Section 6. Neither Lessor nor Lessee will, without the prior written consent of Mortgagee: (a) modify the Lease or any extension or renewal thereof in such a way as to reduce the rent, accelerate rent payments, shorten the original term or change any renewal option, or change or modify the Lease in any material respect; (b) terminate the Lease except as provided by its terms; (c) tender or accept a surrender of the Lease or make prepayment in excess of one month of any rent thereunder; or (d) subordinate the Lease to any lien subordinate to the mortgage.

Section 7. This Agreement shall be filed of record in the appropriate recording office at the time the mortgage and related security documents are filed. All parties hereto shall promptly receive a copy of this Agreement upon full execution as well as a file-stamped original of the same.

Section 8. Lessee hereby certifies that the Lease is in full force and effect and unmodified and that Lessee has no knowledge of any default by Lessor under the Lease.

Section 9. If Mortgagee or any future holder of the Mortgage shall become the owner of the real property described in Exhibit B by reason of foreclosure of the Mortgage or otherwise, or if the real property described in Exhibit B shall be sold as a result of any action or proceeding to foreclose the Mortgage, or a transfer of ownership by deed given in lieu of foreclosure, the Lease shall continue in full force and effect, without the necessity of executing a new lease, as a direct lease between Lessee and the Purchaser (the "Purchaser") of the property subject to the Mortgage, as "Lessor," upon all of the same terms, covenants and provisions contained in the Lease, and in such event:

(a) Lessee shall, subject to the terms of the Lease, be bound to the Purchaser under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the renewal periods, if Lessee elects or has elected to exercise its options to extend the term) and Lessee hereby agrees to attorn to the Purchaser and to recognize Purchaser as the "Lessor" (as that term is defined in the Lease) under the Lease and upon the request of Purchaser, Lessee shall execute and deliver to Purchaser an agreement of attornment in form and content reasonably satisfactory to Purchaser and Lessee; and

(b) Purchaser shall be bound to Lessee under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the renewal periods, if Lessee elects or has elected to exercise its options to extend the term), or for such shorter period as Purchaser is owner thereof, and Purchaser hereby agrees to assume and perform such terms, covenants and provisions, and Lessee shall from and

after the date Purchaser succeeds to the interest of "Lessor" under the Lease, have the same remedies against Purchaser for the breach of any covenant contained in the Lease that Lessee might have had under the Lease against Lessor if Purchaser had not succeeded to the interest of Lessor; provided, however, that Purchaser shall not be (i) bound by any rent or additional rent which Lessee might have paid for more than one month in advance to any prior landlord (including Lessor); (ii) bound by any amendment or modification of the Lease made without Mortgagee's consent; (iii) be liable to Lessee for any act or omission of any prior Lessor; (iv) be subject to any offset or defense which Lessee might have against any prior Lessor except that the Purchaser shall be subject to any and all defenses and setoff rights that relate to acts or omissions of the acquired title to the Trust Property; or (v) be liable to Lessee for any act or omission of any prior Lessor occurring prior to the date that Purchaser acquires title to the Mortgaged Premises.

Section 10. In the event of any act or omission by Lessor which would give Lessee the right, either immediately or after the lapse of a period of time, to terminate the Lease, or to claim a partial or total eviction, the Lessee will not exercise any such right (i) until it has sent written notice of such act or omission to Mortgagee, and (ii) until a reasonable period (but in no event more than thirty (30) days following the time that Lessor has under the Lease to cure or remedy the same unless such default reasonably required possession of the real property described in Exhibit A to cure, and Mortgagee shall be diligently attempting to gain such possession and effect such cure, then such cure periods shall be extended thereafter for so long as Mortgagee is diligently remedying such act or omission shall have elapsed following the giving of such notice.

Section 11. Any notice, request, approval, consent, waiver or discharge given or required to be given under this Agreement shall be in writing and shall be deemed to have been given when mailed by United States registered or certified mail, postage prepaid, return receipt requested, or by express carrier or overnight carrier, or telecommunicated facsimile, to the other party at the address stated below or at the last changed address given by the party to be notified as hereinafter specified:

To Mortgagee: Safeco Credit Company, Inc.
Suite 610
165 South Union Boulevard
Lakewood, CO 80228
Fax Number: (303) 969-3499

with a copy to:

To Lessee: Upper Midwest Pizza Hut, Inc.
Attention: Brian Cole
9111 East Douglas
Wichita, KS 67201

Fax Number: (316) 681-9850

with a copy to:

To Lessor: Advance Grocery Systems, Inc.
212 Copper Corral Court
Plattsmouth, NE 68048
Fax Number: (402) 298-7370

with a copy to: Kutak Rock
1650 Farnam Street
Omaha, NE 68102
Fax Number: (402) 346-1148

Either party may at any time change its address for notification purposes by mailing or sending as aforesaid a notice stating the change and setting forth the new address; provided, however, that at no time shall Mortgagee or Lessee be obligated to give notification to more than three (3) addressees.

Any notice sent as above specified shall be deemed to have been served upon receipt.

[REMANIDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

Attest:

Ann Bishop
Name Ann Bishop
Notary Public

MORTGAGEE:

SAFECO CREDIT COMPANY, INC.
By Douglas W. Mehl
Name Douglas W. Mehl
Vice President

Attest:

Brian H. Cole
Brian H. Cole, Secretary

LESSEE:

UPPER MIDWEST PIZZA HUT, INC.
By Teresa L. Roll
Teresa L. Roll, President

Attest:

Nancy Mandolfo
Nancy Mandolfo, Secretary

LESSOR:

ADVANCE GROCERY SYSTEM, INC.
By Joseph A. Mandolfo
Joseph A. Mandolfo, President

STATE OF COLORADO)
)
COUNTY OF JEFFERSON) .

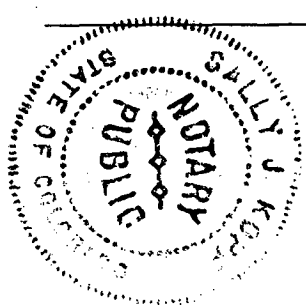
The foregoing instrument was acknowledged before me this ^{25th} day of October, 1994
by Douglas W. Mehl, as * of SAFECO Credit Company, Inc., a Washington corporation,
on behalf of the corporation.

* Vice President

Sally J. Kopf
Notary Public

My commission expires:

My Commission Expires February 8, 1995



STATE OF *KANSAS*)
COUNTY OF *SEDGWICK*)

The foregoing instrument was acknowledged before me this *24th* day of *Oct*, 1994 by Joseph Mandolfo, as President of Advance Grocery Systems, Inc., a Nebraska corporation, on behalf of the corporation.

Kimberly Grossardt
Notary Public



My commission expires:

EXHIBIT A
REAL ESTATE NOTES

<u>Safeco Loan No.</u>	<u>Type of Document</u>	<u>Secured Property</u>	<u>Date Recorded</u>	<u>County</u>	<u>Recording Information</u>
MAND6739	Assign. of Mortgage	Belle Plaine, IA	10/19/90	Benton	Book DA Page 287
	Assign. of Mortgage	Clintonville, IA	10/18/90	Waupaca	Vol. 694 Page 270 #477723
	Assign. of Mortgage	Missouri Valley	10/18/90	Harrison	Book 543 Page 734
	Assign. of Mortgage	Onawa, IA	10/18/90	Monona	Book 13 Page 145
	Assign. of Mortgage	Tama Toledo, IA	10/29/90	Tama	Book 461 Page 491
	Assign. of Mortgage	Winterset, IA	10/19/90	Madison	Book 157 Page 522 Doc. #866
MAND7529	Mortgage	Plover, WI	06/25/91	Portage	Vol. 550 Page 0128
MAND7530	Mortgage	Antigo, WI	06/25/91	Langlade	#293983
MAND7531	Mortgage	Waupaca, WI	06/25/91	Waupaca	Vol. 705 Page 868 #483950
MAND7999	Trust Deed	Plattsmouth, NE	12/18/91	Cass	Book 221 Page 133 Doc. #298
MAND8706	Mortgage	Wausau, WI	11/04/92	Marathon	Vol. 609 Page 647 #0980972
	Assign. of Leases/Rents	Wausau, WI	11/04/92	Marathon	Vol. 609 Page 651 #0980973
	Mortgage	Tomahawk, WI	11/05/92	Lincoln	Vol. 499 Page 1 #323161

01/118130.1

<u>Safeco Loan No.</u>	<u>Type of Document</u>	<u>Secured Property</u>	<u>Date Recorded</u>	<u>County</u>	<u>Recording Information</u>
	Assign. of Leases/Rents	Tomahawk, WI	11/05/92	Lincoln	Vol. 499 Page 5 #323162
	Mortgage	Abbotsford, WI	11/04/92	Marathon	Vol. 609 Page 638 #0980970
	Assign. of Leases/Rents	Abbotsford, WI	11/04/92	Marathon	Vol. 609 Page 642 #0980971
	Mortgage	Oconto, WI	11/04/92	Oconto	Vol. 618 Page 452 #404043
	Assign. of Leases/Rents	Oconto, WI	11/04/92	Oconto	Vol. 618 Page 457 #404044
	Mortgage	New London, WI	11/10/92	Waupaca	Vol. 739 Page 818 #500574
	Assign. of Leases/Rents	New London, WI	11/10/92	Waupaca	Vol. 739 Page 822 #500575
	Mortgage	Marshfield, WI	11/05/92	Wood	Vol. 660 Page 831 #738627
	Assign. of Leases/Rents	Marshfield, WI	11/05/92	Wood	Vol. 660 Page 835 #738628

345001

EXHIBIT **B**

Lot 4, OAK TERRACE, a Subdivision, in Cass County, Nebraska.

01/115733.1
Plattsmouth, NE

11/11/11

11/11

EXHIBIT **B**

Lot Four (4) and Lot Five (5) in Block Sixteen (16) Blair's Addition to Belle Plaine,
Iowa
Benton County, Iowa

0
12

EXHIBIT B

A tract of land in the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section Twenty-two (22), Township Eighty-three (83) North, Range Fifteen (15), West of the 5th P.M., described as follows: Commencing at the Northeast Corner of the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of said Section Twenty-two (22), thence South along the East line of said Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) a distance of 275.3 feet, thence North 89°55' West 280 feet to the point of beginning, thence South 225 feet, thence North 89°55' West 120 feet, thence North 225 feet, thence South 89°55' East 120 feet to the point of beginning, in Tama County, Iowa.

01/115730.1
Tama/Toledo, IA

440005

OK

EXHIBIT B

Lot Seven (7) of Helen McCall Huntoon Addition, Plat No. 1, to the City of Winterset, Madison County, Iowa

#440006

EXHIBIT **A**

Lot Six (6) in Block Thirty (30) in the Original Town of Greenfield, Iowa
Adair County, Iowa

CR

01/115757.1
Greenfield, IA

#440007

EXHIBIT B

That part of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section Fifteen (15), Township Seventy-eight (78) North, Range Fourty-four (44) West of the 5th P.M., bounded and described as: Beginning at the point of intersection of the Southeasterly line of the Lincoln Highway with the South line of the North 44 feet of the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of said Section 15, thence Southwesterly along the Southeasterly line of the Lincoln Highway 350.5 feet to the place of beginning, being the Northwesterly corner of Lot 1 of Lot 1 of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said Section 15, running thence Southeasterly along the Northeasterly line of said Lot 1 of Lot 1 of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) a distance of 110 ft., thence Southwesterly and parallel with the westerly line of said Lot 1 of Lot 1 of said Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) to the Southwest line of said Lot 1 of Lot 1, thence in a Northwesterly direction a distance of 110 feet to the Southwest corner of said Lot 1, thence Northeasterly along the Easterly right-of-way of U.S. Highway No. 30, 125.5 feet to place of beginning (being a strip 110 feet wide lying next to the Westerly line of Lot 1 of Lot 1 of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) along said U.S. Highway No. 30), being situated in Harrison County, Iowa.

19

EXHIBIT **B**

Lots Seven and Eight (7 & 8) in Block Fifty-Nine (59) in the town of Onawa, Monona County, Iowa, located upon the East half of the Southwest Quarter of Section Four, Township Eight-Three North, Range Forty-Five West of the 5th P.M.

Monona County, Iowa

01/115760.1
Onawa, IA

506002

OK

EXHIBIT B

Lot 1 of Certified Survey Map No. 2351 recorded in the office of the Register of Deeds for Waupaca County, Wisconsin on April 9, 1989 in Volume 7 of Certified Survey Maps on page 431 as Document No. 446624, being part of the Southwest 1/4 of the Southeast 1/4 of Section 1, Township 22 North, Range 14 East, City of New London, Waupaca County, Wisconsin, as corrected in Affidavit Certified Survey Map No. 2482 recorded in Volume 8 of Certified Survey Maps on page 118 as Document No. 454733.

OK

EXHIBIT B

Parts of Government Lot 5, Section 19, Township 28 North, Range 22 East, City of Oconto, Oconto County, State of Wisconsin, more particularly described as follows:

Parcel 1) Commencing at a point on Chicago Street as now travelled 53 feet West of the Northeast corner of tract deeded to F.X. Brazeau by deed recorded in Vol. 29 Deeds page 497; thence West on Chicago Street 50 feet; thence South parallel with East line of tract deeded to Brazeau as aforesaid 151 feet; thence East parallel with Chicago Street 50 feet; thence North 151 feet to place of beginning. (Also known as part 26 Assessor's Records and Maps, City of Oconto).

Parcel 2) Commencing at a point in the West line of tract conveyed to Hugo Muehrcke by deed recorded in Volume 84 Deeds page 621, 80 feet Southerly from the South line of Chicago Street; and running thence Northerly along the West line of aforesaid Muehrcke tract 80 feet to the South line of Chicago Street; thence Westerly along the South line of Chicago Street to the East line of Brazeau Avenue; thence Southerly along the East line of Brazeau Avenue 90 feet; thence Easterly along present fence line to place of beginning. (also known as Part 29, Assessor's Records and Maps, City of Oconto.)

Parcel 3) Commencing at the Southwest corner of tract of land conveyed to Hugo Muehreke by deed recorded in Volume 84 Deeds page 621; and running thence Southerly the same course as the West line of the aforesaid Muehrcke tract to the South line of tract conveyed to F.X. Brazeau by deed recorded in Vol. 29 Deeds page 297; thence running Easterly along the South line of the F.X. Brazeau tract conveyed as aforesaid to the Southwest corner of tract conveyed to Victor Brazeau by deed recorded in Volume 118 Deeds page 311; thence Northerly along the west line of tract conveyed to Victor Brazeau as aforesaid to the Southeast corner of the tract conveyed as aforesaid to Muehrcke; thence Westerly along the South line of aforesaid Muehrcke tract to the place of beginning. (Also known as Part 30 Assessor's Records and Maps, City of Oconto).

Parcel 4) Commencing at the Southwest corner of tract of land conveyed to F.X. Brazeau by deed recorded in Volume 29 of Deeds at page 497; running thence Northerly along the East line of Brazeau Avenue to a point 90 feet South of the South line of Chicago Street; thence Easterly along the present fence line to the West line of tract conveyed to Hugo Muehrcke by deed recorded in Volume 84 of Deeds, page 621, at a point 80 feet South of the South line of Chicago Street; thence running Southerly along the West line and the West line produced of the tract conveyed to Muehrcke as aforesaid to the south line of the tract conveyed to Brazeau as aforesaid; thence Westerly along the South line of aforesaid Brazeau tract to place of beginning. (Also known as Part 31 Assessor's Records and Maps, City of Oconto.)

#506004

OK

EXHIBIT B

Parcel of land described in Certified Survey Map No. 2181 as recorded in the office of the Register of Deeds for Waupaca County, Wisconsin on December 12, 1985 at 3:30 P.M. in Volume 7 of Certified Survey Maps on page 109, as Document No. 434998, being part of the Northwest ¼ of the Northeast ¼ of Section 25, Township 22 North, Range 11 East, City of Waupaca, Waupaca County, Wisconsin. TOGETHER WITH a perpetual nonexclusive easement for ingress and egress over and upon the following described property: Commencing at the Southwest corner of Lot 1, Certified Survey Map No. 617, thence North 87 degrees 04 minutes 05 seconds East, 134.4 feet to the point of beginning, thence North 01 degrees 23 minutes 40 seconds West, 190.00 feet to a point on the South line of Parcel 1 herein; thence North 87 degrees 04 minutes 05 seconds East, 45 feet; thence South 01 degrees 23 minutes 40 seconds East, 190.00 feet to the South line of Lot 1, Certified Survey Map No. 617, thence South 87 degrees 04 minutes 05 seconds West, 45.00 feet to the point of beginning.

OK

EXHIBIT B

A parcel of land being a part of Assessor's Plat #4 and 192, of the City of Tomahawk, being in the East 1/2, of the Southwest 1/4, Section 27, Township 35 North, Range 6 East, of the Fourth Principal Meridian, Lincoln County, Wisconsin, bounded and described as follows:

Commencing at W.C.D. brass capped iron pipe marking the South 1/4 corner of said Section 27, thence N 89°36'0" W along the south line of said Section 27 a distance of 1310.58' to a point marking the South 1/16 Southwest corner of said Section 27, thence N 0°3'17" W along the West 1/16 line of said Section 27 a distance of 1304.05' to a point being South 0°3'17" E a distance of 30' from the Centre 1/16 Southwest corner of said Section 27, thence N 89°56'43" E a distance of 58.63' to an iron pipe on the easterly right-of-way line of U.S. Highway "51" and the place of beginning, thence N 0°23'13" W along said easterly right-of-way line a distance of 120' to an iron pipe, thence leaving said easterly right-of-way line on a bearing of North 89°56'43" E a distance of 200' to a point, thence S 0°3'17" E parallel with said West 1/16 line a distance of 120' to a point, thence S 89°56'43" W a distance of 200' to an iron pipe and the place of beginning.

01/115731.1
Tomahawk, WI

EXHIBIT B

506006

Parcel one (1) of Certified, Survey Map No. 4121 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 15 of Certified Survey Maps on page 119; being a part of the Northwest fractional quarter (NW fr'l 1/4) of Section six (6), Township twenty-eight (28) North, Range two (2) East, in the City of Abbotsford, Marathon County, Wisconsin.

OK

EXHIBIT B

Lot 13 of Plover Assessor's Plat No. 5, being part of Halladay's Survey of 1888 in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 22, Township 23 North, Range 8 East, Village of Plover, Portage County, Wisconsin.

01/115736.1
Plover, WI

506.012

EXHIBIT B

Lot One (1) of the CERTIFIED SURVEY MAP recorded on March 21, 1994 at 3:11 P.M., in the Office of the Register of Deeds for Langlade County, Wisconsin, in Volume 5 of Certified Surveys at page 195, as Document No. 308323 and being a part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section Twenty (20), Township Thirty-one (31) North, Range Eleven (11) East and part of Owner's Subdivision. (City of Antigo, Langlade County, Wisconsin)

FORMERLY KNOWN AS:

That part of Lot 3 of Certified Survey Map described as Document #283880 recorded in Volume 4, Page 135, Certified Surveys, Langlade County, described as follows:
Beginning at the Southeast corner of Lot 3 of Certified Survey Map recorded in Volume 4, Page 135, L.C.R.; thence N 85°45'39" W, 310.49 feet; thence N 1°15'28" E, 143.42 feet; thence S 88°52'48" E, 150.00 feet; thence S 1°15'28" W, 40.00 feet; thence N 86°24'30" E, 138.38 feet; thence S 8°17'57" E, 133.65 feet to the point of beginning. Said parcel contains 0.94 acres, more or less.
SUBJECT to utility easements of record.

SAID PROPERTY IS SUBJECT TO THE FOLLOWING:

1. The Grantee shall have an easement over the East Thirty (30) feet of the adjoining property to the North for purposes of a Driveway Easement.
2. The property owner(s) to the North retain an easement over the South Thirty (30) feet of any part of the driveway that may infringe on the North line of subject property and retain an easement over the South Thirty (30) feet of any driveway which may exist on the subject premises.

OK

EXHIBIT B

That part of the Southwest 1/4 of the Southeast 1/4 of Section 26, Township 25 North, Range 14 East, City of Clintonville, Waupaca County, Wisconsin, lying East of U.S. Hwy "45" bounded and described as follows: Commencing at the intersection of the North line of the aforesaid quarter-quarter with the East line of U.S. Hwy "45", run thence Southwesterly along the East line of the highway, 728.55 feet to the place of beginning; thence continue Southwesterly along the East line of the highway 170 feet; thence East parallel with the 1/16 line 200 feet; thence Northeasterly parallel with the highway 170 feet; thence West parallel with the 1/16 line 200 feet to the place of beginning. EXCEPT parcel conveyed to Clarence Zillmer and wife Myra as described in Deed recorded in Volume 273 of Deeds on page 22, Waupaca County, Registry.

01/115742.1
Clintonville, WI

#500016

OK

EXHIBIT B

PARCEL I: Lot 3, Block 1, Manson and Weinfeld Addition to the City of Marshfield, Wood County, Wisconsin, excepting therefrom the following: Commencing at a point on the South line of said Lot 3 aforesaid, a distance of 20 feet West of the Southeast corner thereof, as a point of beginning; proceeding thence North to a point on the North line of said Lot a distance of 42 feet East of the Northwest corner of said Lot; thence West, along the North line of said Lot to the Northwest corner of said Lot; thence South, along the Westerly line of said Lot, to the Southwest corner of said Lot; thence East to the place of beginning.

PARCEL II: Lot 5 of Wilhelm Homestead to the City of Marshfield, Wood County, Wisconsin.

PARCEL III: That part of Lot 4 of Wilhelm Homestead to the City of Marshfield, Wood County, Wisconsin, described as follows: Beginning at the Southeast corner of Lot 4; run thence Westerly to the Southwest corner of Lot 4 a distance of 272.74 feet; run thence Northerly, along the Westerly line of said Lot, a distance of 92.9 feet; run thence Easterly a distance of 242.9 feet, to the point of beginning.

PARCEL IV: That part of the SE 1/4 of the SE 1/4 of Section 7, Township 25 North, Range 3 East, City of Marshfield, Wood County, Wisconsin. Said parcel is bounded on the North by the South line of Lot 4 of Wilhelm Homestead, bounded on the East by the West line of Lot 5 of Wilhelm Homestead, and bounded on the South and on the West by Lot 3, Block 1, Manson and Weinfeld Addition.

OK

EXHIBIT 6

Land described in Certified Survey Map No. 4738 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 17 of Certified Survey Maps on page 206; being Lot ten (10) and Lot eleven (11) in Block sixteen (16) of Johnson's Addition, in the City of Wausau, Marathon County, Wisconsin.

01/115743.1
Grand Avenue/Wausau, WI