PLANT NAME 4124 W. Villard Ave.
BLDG. NO. 2 DESIGNATION Warehouse
DESCRIPTION _____ NOT INC. ADJ. WALLS BLDG. NO. _____

TYPE 40
STORIES 1
CONST. 1st No Par Co.

MILWAUKEE, WISCONSIN

TAX COMMISSIONER'S OFFICE

WALLS	HEIGHT	QUANT.	UNIT	VALUE
FOUNDATION				
BASEMENT				
ABOVE GRADE Abv Store Bldg VCT Cap	4°	25°	13.79 ~~7.65~~	345 ~~191~~
PARAPET				
GABLES				
DOORS & WINDOWS in Unit		84°	5.44 ~~4.80~~	(-457) ~~(-403)~~
2 Piv Vent Stc Sash 5°x5°		55#	3.50 ~~2.75~~	192 ~~151~~
Wood OH Door 21°x10° No Value		~~210#~~	~~2.50~~	~~526~~
1 Fire Door			3.36	178 ~~135~~
WALL TRIM - EXTERIOR Ptd 21x	16°	54°	~~1.60~~	183 ~~87~~
INTERIOR				
PARTIAL BASEMENTS				
STRUCTURAL FRAMING				
FLOORS & FINISH FLOORING				
ROOF				
HEATING & AIR CONDITIONING				
Gas Unit Htr (Small)				350
SPRINKLER SYSTEM				
ELEVATORS				
PARTITIONS & INTERIOR FIXTURES				
8" C. Blk. 8° Hi		18LF x	14.32	257
PLUMBING & EQUIPMENT				
MISCELLANEOUS				
Loft Storage (14x23)		322# x	.64	206

TOTAL - BASE UNIT MODIFICATIONS _____ 1254
TOTAL $ VALUE MODIF. - BASIC STRUCT. VALUE _____ ~~686~~

NET UNIT DEVELOPMENT			
			1974
CODE	40		40
AREA	738		738
PERIMETER	84°		84
RATIO (A÷P)	8.79		8.8
BASE UNIT	6.29		11.65
BASEMENT None	—		
WALL -3° HEIGHT VAR.	(-.51)	3x.31	(-.93)
ADDIT. STORIES	—		
WALL CONST. VAR.	—		
STRUCT. FR. MODIF.	—		
FLOORS	—		
FINISH FLOORING	—		
ROOF 2x14 16" OC .41 - .23	.18		—
HEATING	.60		—
AIR CONDITIONING	—		
SPRINKLER SYSTM.			
MISC.			
BASE UNIT MODIF.			
NET UNIT	6.56		10.72

STRUCTURAL COMPUTATION			
	1968		1974
SQ. FT./~~CU. FT.~~	738#		738
NET UNIT	6.56		10.72
BASE VALUE	4841		7911

ASSESSMENT COMPUTATION			
YEAR	1978	CMV	1974
TOTAL BASE VAL.			7911
$ VALUE MODIF.			1254
BASIC STRUCT. VAL.			9165
GRADE %			80%
BASIC REPL. VAL.	6329	6329	6329
RATING	1.657	1.493	1.18
RATED REPL. VAL.	10487	9449	7468
RESIDUAL % 1-D	54%	56%	62%
BASIC SOUND VAL.	5660	5290	4630
MKT. VAL. ADJ.	(1984)	1984	
VAL. ADJ. TO MKT.	6329	6329	
FULL ORD. SALE VAL.	2267	2406	
YEAR	14347	15228	
BASIC SOUND VAL.	48	545	
MKT. VAL. ADJ.	6890	7840	
VAL. ADJ. TO MKT.		[illegible]	
FULL ORD. SALE VAL.		7800	

INDUSTRIAL DATA CARD - BUILDING 2 PLAT 192-31 DIST. 01 KEY NO. 192-9985

ADDRESS 4124 W. VILLARD AVENUE NAME NED'S PIZZA

OWNER ORNE CONSTRUCTION MAIL ADDRESS

BUILDING DESCRIPTION: 1 STORY No BSMT. BLDG. SIZE 25'X85' TYPE 1D

USE 1 CONSTRUCTION: CONC BLOCK

BUILDING DATA		BUILDING PERMIT RECORD		
Year Built 1954	Actual Cost $	Date	Amount	Purpose
Remodeled	Actual Cost $			
Extent				
Effective Age				
Struct. Grade	Condition			
		Remarks		
Building C. of R. = $	Date			
sq. ft. ground area = $	per sq. ft.			
sq. ft. floor area = $	per sq. ft.			
cubic feet = $	per cu. ft.			

BASE VALUE COMPUTATION

Date	1968		1974	CMV	1978	1982	84
Sq. Ft./Cu. Ft.	21422		2142				
Net Unit	8.21		14.52				
Base Value	17586		31101				

ASSESSMENT COMPUTATION

Total Base Value	17586		31101				
$ Value Additions	5907		12887				
Basic Bldg. Value	23493		43988				
Grade % Arch. Fee %	100%		80%				
Bldg. Repl. Cost	23963		35190	35190	35190	35190	35190
Cost Index			1.18	1.493	1.657	2.267	2.406
Indexed Repl. Cost			41524	52538	58310	79775	84667
Age 1954 Eff. Age							
Depr. Table C-C Residual %	75½%		66.75%	62%	60.5	54.5	OBS 53
Dep'd. Value of Bldg.	18092		27717	32570	35280	43480	44900
Misc. Const. Warehouse	4059		4630	5290	5660	6890	7800
	22151		32347	37860	40940	50370	52700
						MVA-25%	
Misc. Const. Repl. Cost						37800	
Cost Index							
Indexed Repl. Cost							
Age Eff. Age							
Residual %							
Dep'd. Value Misc. Const.							
TOTAL DEP'D. VALUE							
Market Value Adjust.		VANDALISM AREA INCOME	60%	64%	70		
TOTAL MARKET VALUE	22150		19400	24230	28700		
	Increase						

MARKET VALUE SUMMARY

Date	1968							
Land								
Improvements	22150							
Total								

ASSESSMENT SUMMARY

Date								
Assmt. Factor								
Land								
Improvements								
Total								
Computed By								

COMMERCIAL DATA CARD NO. 1 OF 2

DIST. NO.

PLAT NO.

KEY NO.

MILWAUKEE, WISCONSIN

TAX COMMISSIONER'S OFFICE

T-25

LOT PLAN

STREET

STREET

NOT Open MKT

STREET

BUILDING PERMIT AND COST INFORMATION

DATE	DESCRIPTION OF WORK	ESTIMATED COST	ACTUAL COST
3/14/74	PLASTERING - CEILING & LITES # 354587	118+118+850	
2/19/74	MODERNIZE # 354587	5000	
8/04/71	429623 FURNACE A.C.	250	REMODELING
10/13/06/73	Elec. #507516 & Miscellaneous 507056	4100	Code/Office Remodel

SALE INFORMATION

DATE	INST.	REEL.	IMAGE	GRANTOR	GRANTEE	SALE PRICE
12/16/83	WD	1796	1358-63	Orne Const/Sims Invest. Co.	Shirley Hewitt	100,000 w/192-9904

Trust to Trustee 12/12/86

ZONING

AREA USE HEIGHT

USE OF LOT

CONFORMS TO ZONING— YES☐ NO☐

IF "NO" EXPLAIN

LOCATION FACTORS

CORNER☐ REAR ALLEY☐ SIDE ALLEY☐

STREET IMPROVEMENTS

FULL☐ NO ALLEY☐

NO SIDEWALK☐

NO STORM SEWER☐

TEMPORARY STREET☐

PHYSICAL FACTORS

GRADE ABOVE☐ BELOW☐

REMARKS

LAND VALUE FACTORS

LOT SIZE—FRONTAGE 29.48 DEPTH 140

LOT AREA— 4127 SQ. FT. .095 ACRES

EQUIV. LOT FRONTAGE @ 120' DEPTH

AVERAGE LOT SIZE

LOT SIZE ADJ.

LAND VALUE COMPUTATION

YEAR		
FRONT FEET		
CORNER BENEFIT	4127	
ALLEY BENEFIT		
LOT SIZE ADJ.		
EFFECTIVE FRONTAGE	25	
UNIT VALUE		
VALUE AT STD. DEPTH		
DEPTH FACTOR		
VALUE ACTUAL DEPTH		
ADJUSTMENT		
LAND VALUE	8250	

SQUARE FOOT UNIT DEVELOPMENT

TYPE— CONVENTL☐ TRACT☐ CUSTOM☐

BASE

GRADE %

HEAT

INSULATION

TOTAL SQ. FT. UNIT

STRUCTURAL VALUE COMPUTATION

YEAR

UNIT PRICING

SQ. FT. @

L. FT. @

SQ. FT. @

L. FT. @

STANDARD VALUE

GRADE %

WALL TRIM

INSULATION ADJ.

ATTIC ADJ.

MAJOR ADDITIONS

PORCHES & STOOPS

GARAGE

DOLLAR VALUE ADD. OR DED.

TOTAL REPL. COST

INDEX

BUILDING UNIT COST/SQ.FT.

RESIDUAL %

SOUND VALUE

SOUND VALUE OTHER BLDG.

SOUND VALUE ALL BLDGS.

ADJ.— ADD OR DEDUCT

IMPROVEMENT VALUE

APPRAISAL SUMMARY

YEAR	67
LAND	8250
IMPROVEMENTS	22150
TOTAL L. W. V.	30400
ASSM'T. FACTOR	5

RENTAL INFORMATION

7/73 $150/Mo. Ned's Pizza

4/74 $100/Mo (No Lease)

2/76 $250 + UTILITIES

8/79 $400 Lm

AREA & PERIMETER COMPUTATION

EFFECTIVE AGE COMPUTATION

1976 RENT $250 x 12 = $3000

3000 x 9.0 = $27,000

REMARKS

7/73 PRESENT SIDE RAGUED BY VANDALISM. FORTUNATELY DOES NOT HAVE "WALK-IN" TRADE WINDOW SMIE ONLY - AUTO PARTS. SEE ABOVE RENT

4/5/74 NED'S PIZZA NOW OCCUPYING (AS OF 4/3/74) CONTACTED OWNER AT 414 20 - W. VILLARD (ORNE CONSTR.) WHO STATED THAT HE GETS $100/MO FROM NED'S - NO LEASE. NED'S TAKES CARE OF ALL MAINTAINANCE. NED'S DID ALL REMODELING.

2/12/76 CONFER. WITH MGR. OF NED'S - HE SAYS RENT IS $250 PER MONTH - NED'S PAYS ALL UTILITIES & MAINTAINANCE. HAVE 5 YR. LEASE WITH 5 YR. OPTION. NO CHANGE IN BLDG. MANAGER ALSO SAID LEASE WAS TO LARRY SIMMS INVESTMENT CO. (ADDRESS IS SAME AS ORNE CONSTR.)

12/26/77 V B&H

05/01/22 Replace Furnace & A.C.

3-4 PE B/A CHAIN #15

FIELD CHECKED PROPERTY — ASSM'T IN LINE WITH MKT — SEE ECONOMIC & MKT ANALYSIS.

Non Parcels Place 12-16-83

12/13/84 OFFICE AREA Moved - Minor Partition

ASSESSMENT SUMMARY

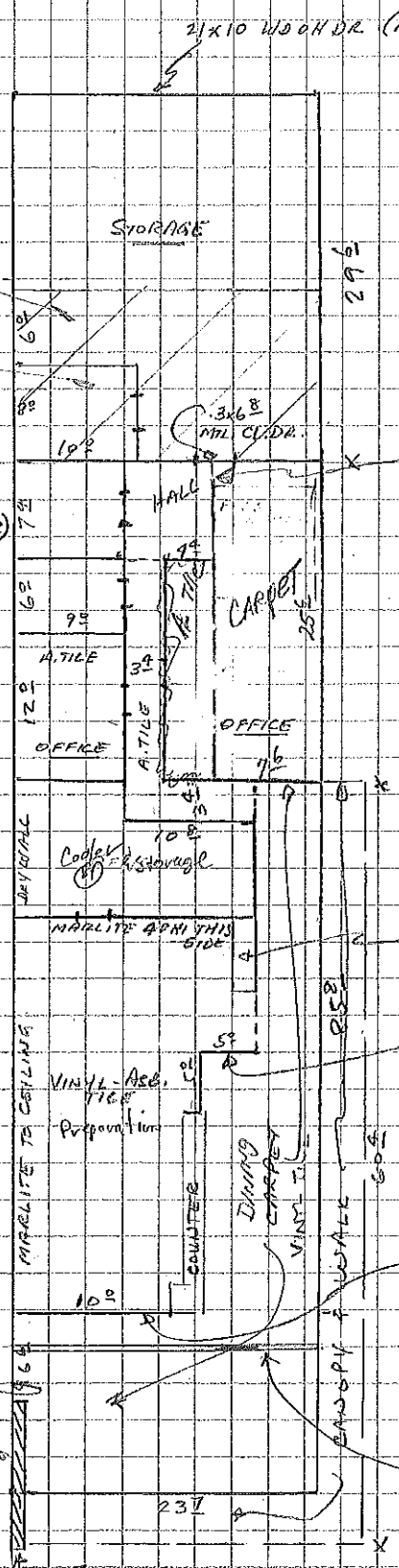
YEAR						
ASSESSED BY						
REVIEWED BY						
LAND						
IMPROVEMENT						
TOTAL						

Changes - Different Wall Finishes purchased on 1st floor N.C. in Assd. - Cooler now on West side of Bldg. in Office 7½x25' Carpeted w/ Drywall Partitions and East side

TAX COMMISSIONER'S OFFICE

MILWAUKEE, WISCONSIN

4/5/94 3° 4124 - W. VILLARD AVE 192-34 172-9985 3/4



BALCONY STORAGE
2x6 JOISTS 16" OC
1" COMM. BD. WD. FLR.

FURNACE RM.
8" CONC. BLK. 8' HI
3x6 8 MTL. CL. FIRE DR.

WASH R. MS.
WC (FLR. MTD. FLUSH VALVE)
LAV. (IN 3' FORMICA COUNTER)
EXH. FAN
MARLITE TOILET PARTITIONS
CER. TILE FLRS. & BASE
MARLITE WALLS & CEIL.
7 1/2 CEIL. HT.
FLR. DRAINS

PARTITION: 2x4 FRG. PLAIN PLYWD. 1S
VINYL COVERED MASONITE 1S } 4' H.
RUBBER BASE HOLD
LATTICE TYPE MASONITE 4' HI ABOVE

2x4 SUSP. GRID CEILING w/ RECESSED LITES

NED'S REPLACED FORMER TRANSITE WINDOWS WITH PLATE GLASS

DRYWALL CEILING
Tile Floor

ADSMITH 50 GAL. GAS WTR. HTR. 54 GPH RECOVER

ORIGINAL MUELLER GAS F.A. FURNACE
5 TON AIR CONDITIONING (ORIGINAL)
NED'S HAS ADDED MORE A.C. - D.O NOT KNOW HOW MUCH
JANITROL GAS UNIT HTR. IN STORAGE AREA

FORMICA TOP STORAGE COUNTER

DIVIDER 2' HI MARLITE 1S
VINYL-COVER. MASON. 1S
FORMICA LEDGE 6" W 2" D.

DIVIDER WALL 6' HI (8" THICK FOR PLBG.) FORMICA TOP LEDGE 8" W 2
MARLITE 1S - VINYL COV. MASON. 1S
FORMICA PASS-THRU SHELF 1SLF

18LF FORMICA COUNTER

PARTITION WALL W/ ORDER WINDOW

DOLLAR VALUE ADDITIONS AND BASE UNIT MODIFICATIONS

BELOW GRADE			Quant.	Unit	C. of R.
Found. Walls - No Bsmt.					
Area Excav. - Fill					
Bsmt.: None Full Part					
Walls Ht.					
Part Bsmt. Size					
Area Ratio					
Walls Ht.					
ABOVE GRADE WALLS	Ht.	Sty.			
Frame					
TENN STONE ON RECON	10'		12'	39.85 ~~25.00~~	478 ~~300~~
TENN STONE Veneer	20'	1	12'	~~39.70~~ ~~50.00~~	956 ~~600~~
~~Brick~~ FND FOR ABV			12'	4.50 ~~8.45~~	174 ~~101~~
Conc. Blk.	20'	1	12'	~~25.00~~	~~300~~
Hol. Tile				48.50	582
Concrete					
TRANSITE IN R of BLK	5'	-	57'		—
Parapet					
WALL TRIM					
Brick					
				39.85	
Stone TENN	10'	1	21'	~~25.00~~	837 ~~525~~
" "	1'	-	84'	3.98 ~~2.50~~	334 ~~210~~
NO Coping FLASHING ONLY			221'	~~2.80~~	~~(-620)~~
				-2.37	(-524)
Interior Wall Finish					
				-5.25	(-1162)
Doors & Windows IN USE % Opgs.			221	~~-5.60~~	~~(-1240)~~
4'x9' THERMOPANE			46	3.00	138
HOLLOW MTL EXT DOOR			1	~~145.00~~	176 ~~125~~
				37.00	2849
Store Front GOOD MTL SET IN BLOCK 99%			77	~~4.00~~	~~308~~
~~TRANSITE 5' HI. - PL. GL. 4' HI. " " 10%~~			~~0.05'~~	~~21.00~~	~~105~~
2 ALUM DOORS EXP CLSR			2	385 ~~275.00~~	610 ~~550~~
2 ALUM FIXED TRANSOMS 3'x8'			18	7.00 ~~5.50~~	126 ~~99~~
Plumbing Fixtures					
2 W.C. DIR. 2 Lav. Urinal					1190 ~~990~~
1 W. Htr. 50 Gal. Gas Elec.					345 ~~200~~
~~Sinks~~ FORMICA COUNTER BLE			2	30	60
~~SHOWER [illegible]~~					~~35~~
EXH. FANS			2	50	100
Sewer & Water					
Sprk. Syst.					
Other Fire Prot.					
Elec. Ltg. & Pow. Wire					
Elevators					
Total Replacement Cost				$	7269 ~~4070~~
Deduction				$	
Net $ Val. Addn. Col. #1				$	7269 ~~4070~~

Structural Framing	Quant.	Unit	C. of R.
Structural Floors			
Roof: Flat Dp. Skylt.			
Finish Floors NO ASPH TILE	100 ~~208~~	.90 ~~.30~~	(-90) (-62)
COR. TILE	121	2.55	308
Ceiling Finish NO CEIL NO CEIL	208	.90 ~~.60~~	(-187) (-125)
1974 2x4 SUSP. GRID (NO ADD'N.)			
Partitions 68' ON NO FRMG 10' HIGH	32 ~~34~~	13.72 ~~11.00~~	439 ~~374~~
(OTHER PARTITIONS BELONG TO NED'S PIZZA)			
FLUSH MAHG. DRS.	2	95	190
Store Area			
Office Area			
Apart. Area			
Exterior Fixtures			
Yard Work & Miscel. 5% C.N.	580	6.50 ~~2.00~~	338 ~~260~~
W.F. CANOPY	580	~~2.25~~	~~1170~~
		3.50	1820
Heating			
MUELLER GAS FURNACE			
Ventilating			
Air Condtg. Central 5 Tons	5	550	2750
			5618
Total Replacement Cost		$	5618 ~~1837~~
Deduction		$	
Net $ Val. Addn. Col. #2	5618	$	~~1837~~
Net $ Val. Addn. from Col. #1	7269	$	~~4070~~
Total $ Value Addition	12887	$	~~5907~~

DOCUMENT NO. 97784

DUPLICATE ORIGINAL

STATE BAR OF WISCONSIN FORM 11-1962

LAND CONTRACT

Individual and Corporate

(TO BE USED FOR ALL TRANSACTIONS WHERE OVER $2000 IS FINANCED AND IN OTHER NON-CONSUMER ARM'S LENGTH TRANSACTIONS)

THIS SPACE RESERVED FOR RECORDING DATA

5679233

REGISTER'S OFFICE
Milwaukee County, WI } SS
RECORDED AT 4 10 PM M

DEC 16 1983

REEL 5596 IMAGE 1358

REGISTER OF DEEDS

RETURN TO Martin N. Gussman
6001 W. Capitol Dr. #202
Milwaukee, Wis. 53216
Return to Barbara Slaney
735 N. Water St
Milwaukee, WI 53202

Tax Parcel No.

Contract, by and between Larry Sims Investment Corp. (corporation is sometimes spelled out), and Orne Construction Co. (company sometimes spelled out) "Vendor", whether one or more) and Shirley Hewitt, a widow ("Purchaser", whether one or more). Vendor sells and agrees to convey to Purchaser, upon the prompt and full performance of this contract by Purchaser, the following property, together with the rents, profits, fixtures and other appurtenant interests (all called the "Property"), in the City of Milw., Milwaukee County, State of Wisconsin:

4120 W. Villard Avenue - See legal description marked attachment "A" for Tax Key No. 192-9984-2

and

4124 W. Villard Avenue - See legal description marked attachment "B" for Tax Key No. 192-9985-8.

And also see Agreement attached hereto for rental of the property at 4120 W. Villard Avenue by the Orne Construction Co. This Agreement is part and parcel of the land contract.

FEE
77.22(2)
EXEMPT

DOC # 5679233
RECORD 14.00
A CASH A 14.00
A38932 C001 R01 T16:10
DEC 16 83

This is not homestead property. (is) (is not) (both parcels)

Purchaser agrees to purchase the Property and to pay to Vendor at Milwaukee, Wisconsin, the sum of $100,000.00 in the following manner: (a) $25,000.00 at the execution of this Contract; and (b) the balance of $75,000.00, together with interest from date hereof on the balance outstanding from time to time at the rate of twelve (12%) per cent per annum until paid in full, as follows: The Purchaser shall pay the sum of $1,200.00 per month to the Vendor for a period of three (3) years from the date of the signing of this Agreement. The first sum shall be applied towards the interest and the balance towards the principal. The payment shall amount to $14,400.00 a year. At the end of three (3) years from signing this Agreement, the entire balance shall be due and owing to the Vendor by the Purchaser. This being a balloon payment which is due three (3) years from the date of the signing of this land contract. Payments are due the first business day of each month.

Provided, however, the entire outstanding balance shall be paid in full on or before the 31st day of December, 1986 (the maturity date).

Following any default in payment, interest shall accrue at the rate of 18 % per annum on the entire amount in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire principal balance).

Purchaser, unless excused by Vendor, agrees to pay monthly to Vendor amounts sufficient to pay reasonably anticipated annual taxes, special assessments, fire and required insurance premiums when due. To the extent received by Vendor, Vendor agrees to apply payments to these obligations when due. Such amounts received by the Vendor for payment of taxes, assessments and insurance will be deposited into an escrow fund or trustee account, but shall not bear interest unless otherwise required by law. Purchaser can pay taxes and insurance and furnish Vendor receipts within ten (10) days of payment.

Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal. Any amount may be prepaid without premium or fee upon principal at any time ~~after ..... 19..... (OR) there may be no prepayment of principal without permission of Vendor.~~

In the event of any prepayment, this contract shall not be treated as in default with respect to payment so long as the unpaid balance of principal, and interest (and in such case accruing interest from month to month shall be treated as unpaid principal) is less than the amount that said indebtedness would have been had the monthly payments been made as first specified above; provided that monthly payments shall be continued in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded herefrom.

Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination except:

Purchaser agrees to pay the cost of future title evidence. If title evidence is in the form of an abstract, it shall be retained by Vendor until the full purchase price is paid.

Purchaser shall be entitled to take possession of the Property on ..... 19.....

*Cross Out One.

Attachment "A": (Tax Key No. 192-9984-2)

Parcel 1:
That part of the North West 1/4 of Section 36, in Township 8 North, Range 21 East, in the City of Milwaukee, County of Milwaukee and State of Wisconsin bounded and described as follows: Commencing at a point in the North line of W. Villard Avenue, which point is 122.32 feet West of the intersection of the North line of W. Villard Avenue and the Westerly line of N. Hopkins Street, both streets being 66 feet wide; thence continuing West along the North line of said W. Villard Avenue, 50.52 feet to a point; thence North on a line parallel to the West line of said 1/4 Section, 120.00 feet to a point; thence East on a line parallel to the North line of said W. Villard Avenue, 50.52 feet to a point; thence South on a line parallel to the West line of said 1/4 Section, 120.00 feet to the point of commencement, reserving the South 12 feet for street purposes.

Parcel 2: Attachment "B": (Tax Key No. 192-9985-8)
That part of the North West 1/4 of Section 36, in Township 8 North, Range 21 East, in the City of Milwaukee, County of Milwaukee and State of Wisconsin, which is bounded and described as follows: Commencing at a point in a line located 33 feet North of and parallel to the South line of said 1/4 Section (said line also being the former North line of West Villard Avenue), said point being 172.84 feet West of the intersection of said line with the Westerly line of North Hopkins Street (said North Hopkins Street being 66 feet wide); thence continuing West along said line, 29.48 feet to a point; thence North on a line parallel to the West line of said 1/4 Section, 152 feet to a point; thence East on a line parallel to the former North line of West Villard Avenue, 29.48 feet to a point; thence South on a line parallel to the West line of said 1/4 Section, 152 feet to the place of beginning, excepting therefrom the South 12 feet thereof.

(Restrictions continued)
Warranty Deed in Reel 665, Images 26 and 27, as Document No. 469110; Easement contained in Warranty Deeds recorded on February 10, 1970, in Reel 518, Image 824 and Image 826, as Document No's 4510857 and 4510858 respectively, and all other recorded restrictions and easements and reservations of land for street purposes, especially the south twelve (12) feet of both parcels.

RENTAL AGREEMENT

WHEREAS, the Larry Sims Investment Corp. (corporation sometimes spelled out) and the Orne Construction Co. (company sometimes spelled out) have entered into a land contract for the sale of the following land to Shirley Hewitt, a widow:

4120 W. Villard Avenue, Milwaukee, Wis.
4124 W. Villard Avenue, Milwaukee, Wis.

and

WHEREAS, the Orne Construction Co. now occupies the property at 4120 W. Villard Avenue, and

WHEREAS, Shirley Hewitt, d/b/a Ned's Pizza, has utilized the space now owned by Larry Sims Investment Corp. at 4124 W. Villard Avenue, and

WHEREAS, the said Shirley Hewitt will hold the equitable title to the above properties, and

WHEREAS, the Orne Construction Co. desires to continue to rent said premises at 4120 W. Villard Avenue for three years from the date of the signing of the Land Contract and said rental shall run concurrently with the above land contract, and

WHEREAS, Elmer Orne, president of Orne Construction Co., now uses the first 20 feet of the parking space that is between the property occupied by Ned's Pizza at 4124 W. Villard Avenue and the property now occupied by Orne Construction Co. at 4120 W. Villard Avenue, and

WHEREAS, the Orne Construction Co. desires to continue using the first 20 feet of said parking space, which is the first 20 feet north of the sidewalk on Villard Avenue, and

WHEREAS, the Orne Construction Co. wishes to continue to occupy the premises that they now occupy at 4120 W. Villard Avenue, which premises are the offices of the Orne Construction Co. and are separated from the storage space at 4120 W. Villard Avenue by a partition, and

WHEREAS, there is only one meter for water, heat and light in said premises, the Orne Construction Co. agrees to pay to Shirley Hewitt the sum of Two Hundred Fifty Dollars ($250.00) a month for the use of the premises now occupied by Orne Construction Co. and for the first 20 feet of the parking space between the buildings at 4120 W. Villard Avenue and 4124 W. Villard Avenue, and the Orne Construction Co. agrees to pay for the light, heat, water and other utilities on said premises. If, however, the Vendee should want to use the water, heat, light or any other utilities on said premises then arrangements will have to be made for meters to be installed for the use of such utilities at the expense of the Vendee and the cost of said meters shall be the Vendee's cost, and

WHEREAS, the said Shirley Hewitt, who is buying both properties on a land contract, shall be responsible for all maintenance and repairs on both buildings, and

WHEREAS, Shirley Hewitt, the purchaser, shall be responsible for keeping the sidewalks in the front of these properties useable for pedestrian purposes of travel, and

WHEREAS, Shirley Hewitt shall be responsible for keeping the parking area between the two buildings and especially the 20 feet retained by Orne Construction Co. for parking space useable for parking and Shirley Hewitt shall make sure that these areas remain reasonably free and clear of any ice and snow and any other obstacles and debris during the term of this agreement, all at the expense of the purchaser, Shirley Hewitt;

NOW, THEREFORE, in consideration of the above, it is mutually agreed between the Larry Sims Investment Corporation, the Orne Construction Co., Vendor, and Shirley Hewitt, Vendee, that the Orne Construction Co. can remain in said premises for a period of three (3) years from the date of the signing of the Land Contract, subject to Orne Construction Co.'s option to terminate said lease upon thirty (30) days written notice to Shirley Hewitt, and the said Shirley Hewitt will take care of

ORIGINAL

...e maintenance and repairs in said buildings, and keep reasonably ... area free and clear of ice and snow and any other obstacles and debris, and the said sum of $250.00 per month shall be paid to the said Shirley Hewitt monthly during the three (3) years that the land contract is to be in existence, unless terminated sooner by thirty days' written notice by Orne Construction Co. The rental agreement herein continues only as long as the said Shirley Hewitt is not in default on the land contract. At any time that the said Shirley Hewitt is in default on the land contract, this rental agreement is null and void and the Orne Construction Co. shall not pay any further rent whatsoever until the said Shirley Hewitt clears the default in the land contract or other arrangements are made satisfactory to the Orne Construction Co. The building outside the premises now occupied by Orne Construction Co. at the present time is not heated. If the said Shirley Hewitt wants to heat or light the building, the said Shirley Hewitt will be responsible for installing meters for any utilities at her expense and Shirley Hewitt will pay the same utility bills. When default is cleared, back rent will be due by Orne Construction Co.

Dated at Milwaukee, Wisconsin, this 12th day of December, 1983.

Elmer K. Orne (SEAL)
Elmer K. Orne, President
ORNE CONSTRUCTION CO.

Deanie Hoffmann (SEAL)
Deanie Hoffmann, Sec. & Treas.
ORNE CONSTRUCTION CO.

Elmer K. Orne (SEAL)
Elmer K. Orne, President
LARRY SIMS INVESTMENT CORPORATION

Deanie Hoffmann (SEAL)
Deanie Hoffman, Sec. & Treas.
LARRY SIMS INVESTMENT CORPORATION

Shirley Hewitt (SEAL)
Shirley Hewitt (a widow)

Purchaser promises to pay when due all taxes and assessments levied on the Property or upon Vendor's interest in it and to deliver to Vendor on demand receipts showing such payment.

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the sum of $ 75,000.00 ..... but Vendor shall not require coverage in an amount more than the balance owed under this Contract. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of the Vendor's interest and, unless Vendor otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Vendor deems the restoration or repair to be economically feasible.

Purchaser covenants not to commit waste nor allow waste to be committed on the Property, to keep the Property in good tenantable condition and repair, to keep the Property free from liens superior to the lien of this Contract, and to comply with all laws, ordinances and regulations affecting the Property.

Vendor agrees that in case the purchase price with interest and other moneys shall be fully paid and all conditions shall be fully performed at the times and in the manner above specified, Vendor will on demand, execute and deliver to the Purchaser, a Warranty Deed, in fee simple, of the Property, free and clear of all liens and encumbrances, except any liens or encumbrances created by the act or default of Purchaser, and except: municipal and zoning ordinances, recorded easements for public utilities, recorded building and use restrictions and covenants and Restrictions contained in Warranty Deed recorded July 23, 1959; in Volume 3950 of Deeds, Page 180, as Document No. 3750826; restriction contained in (see attached)

Purchaser agrees that time is of the essence and (a) in the event of a default in the payment of any principal or interest which continues for a period of 30 days following the specified due date or (b) in the event of a default in performance of any other obligation of Purchaser which continues for a period of 30 days following written notice thereof by Vendor (delivered personally or mailed by certified mail), then the entire outstanding balance under this contract shall become immediately due and payable in full, at Vendor's option and without notice (which Purchaser hereby waives), and Vendor shall also have the following rights and remedies (subject to any limitations provided by law) in addition to those provided by law or in equity: (i) Vendor may, at his option, terminate this Contract and Purchaser's rights, title and interest in the Property and revest the Property back through strict foreclosure with any equity of redemption to be conditioned upon Purchaser's full payment of the entire outstanding balance, with interest thereon from the date of default at the rate in effect on such date and other amounts due hereunder (in which event all amounts previously paid by Purchaser shall be forefeited as liquidated damages for failure to fulfill this Contract and as rental for the Property if purchaser fails to redeem); or (ii) Vendor may sue for specific performance of this Contract to compel immediate and full payment of the entire outstanding balance, with interest thereon at the rate in effect on the date of default and other amounts due hereunder, in which event the Property shall be auctioned at judicial sale and Purchaser shall be liable for any deficiency; or (iii) Vendor may sue at law for the entire unpaid purchase price or any portion thereof; or (iv) Vendor may declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of Purchaser is insignificant; and (v) Vendor may have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits during the pendency of any action under (i), (ii) or (iv) above. Notwithstanding any oral or written statements or actions of Vendor, an election of any of the foregoing remedies shall only be binding upon Vendor if and when pursued in litigation and all costs and expenses including reasonable attorneys fees of Vendor incurred to enforce any remedy hereunder (whether abated or not) to the extent not prohibited by law and expenses of title evidence shall be added to principal and paid by Purchaser, as incurred, and shall be included in any judgment.

Upon the commencement or during the pendency of any action of foreclosure of this Contract, Purchaser consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues, and profits of the Property during the pendency of such action, and such rents, issues, and profits when so collected shall be held and applied as the court shall direct.

Purchaser shall not transfer, sell or convey any legal or equitable interest in the Property (by assignment of any of Purchaser's rights under this Contract or by option, long-term lease or in any other way) without the prior written consent of Vendor unless either the outstanding balance payable under this Contract is first paid in full or the interest conveyed is a pledge or assignment of Purchaser's interest under this Contract solely as security for an indebtedness of Purchaser. In the event of any such transfer, sale or conveyance without Vendor's written consent, the entire outstanding balance payable under this Contract shall become immediately due and payable in full, at Vendor's option without notice.

Vendor shall make all payments when due under any mortgage outstanding against the Property on the date of this Contract (except for any mortgage granted by Purchaser) or under any note secured thereby, provided Purchaser makes timely payment of the amounts then due under this Contract. Purchaser may make any such payments directly to the Mortgagee if Vendor fails to do so and all payments so made by Purchaser shall be considered payments made on this Contract.

Vendor may waive any default without waiving any other subsequent or prior default of Purchaser.

All terms of this Contract shall be binding upon and inure to the benefits of the heirs, legal representatives, successors and assigns of Vendor and Purchaser. (If not an owner of the Property the spouse of Vendor for a valuable consideration joins herein to release homestead rights in the subject Property and agrees to join in the execution of the deed to be made in fulfillment hereof.)

Dated this 12th day of December, 1983

LARRY SIMS INVESTMENT CORPORATION
(SEAL)
Elmer K. Orne (President)
(SEAL)
Deanie Hoffmann (Sec. & Treas.)

ORNE CONSTRUCTION CO.
(SEAL)
Elmer K. Orne (President)
(SEAL)
Deanie Hoffmann (Sec. & Treas.)

Shirley Hewitt (SEAL)
Shirley Hewitt (a widow)

AUTHENTICATION

Signature(s) .....

authenticated this .....day of ....., 19.....

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
MARTIN N. SUSSMAN

(Signatures may be authenticated or acknowledged. Both

ACKNOWLEDGMENT

STATE OF WISCONSIN
Milwaukee County, } ss.

Personally came before me this 12th day of December, 19 83 the above named Elmer K. Orne, Deanie Hoffmann and Shirley Hewitt

to me known to be the person s who executed the foregoing instrument and acknowledged the same.

Martin N. Sussman
Notary Public Milwaukee County, Wis.
My Commission is permanent.