STATE OF WISCONSIN **CIRCUIT COURT** BRANCH 1 **JUNEAU COUNTY**

FIRST WESTERN SBLC, INC.,

Plaintiff,

v.

NEW LISBON TRAVEL MART, LLC,
UNITED STATES OF AMERICA,
acting through the United States
Internal Revenue Service,
STATE OF WISCONSIN
acting through the Department of Revenue and/or
the Department of Workforce Development,
JOSEPH R. DIORIO,
MELANIE PAIGE DIORIO,
THOMAS W. BLOUNT,
HARTLAND FUEL PRODUCTS, L.L.C.,
MERCHANT CASH AND CAPITAL, LLC,
WORLD GLOBAL FINANCING INC, and
CORPORATION SERVICE COMPANY,
AS REPRESENTATIVE,

Defendants,

and

STEVEN SIMONOVIC,

Third-Party Plaintiff,

v.

JOHN MANDERFELD,

Third-Party Defendant.

Case No. 16-CV-8

Foreclosure of Mortgage: 30404

Money Judgment: 30301
Amount Claimed is Greater Than
The Amount Under § 799.01(1)(d)

Other – Contracts: 30303

NOTICE OF SHERIFF'S SALE

PLEASE TAKE NOTICE by virtue of Judgments of Foreclosure and Replevin entered in the above action on February 17, 2017, modified by Stipulation and Order entered April 5, 2017, the undersigned Sheriff of Juneau County, Wisconsin, will sell at public auction at the Juneau County Justice Center, 200 Oak Street, Mauston, Wisconsin 53948, on

September 5, 2017 at 10:00 a.m. the property described in the attached Addenda and including:

Parcel A:
Lot One (1) of CERTIFIED SURVEY MAP NO. 2321, as recorded in the Office of the Register of Deeds for Juneau County, Wisconsin in Volume 9 of Certified Survey Maps, page 73, as Document No. 349057, being part of the South One-half (1/2) of the Northwest One-quarter (1/4) of Section Nine (9), in Township Sixteen (16) North, Range Three (3) East. Said land being in the City of New Lisbon, County of Juneau, and State of Wisconsin.

Parcel B:
Non-exclusive easement for ingress and egress and utilities for the benefit of Parcel A and being over Outlot 1 of Certified Survey Map No. 2321, recorded in the Juneau County Register of Deeds Office in Volume 9 of Certified Survey Maps, page 73, as Document No. 349057, as set forth in Private Roadway and Access Agreement recorded October 27, 2000 in Volume 560 of Records, page 132, as Document No. 368110.

Parcel No. 292610773.1

Mailing address (for informational purposes only):
1700 East Bridge Street, New Lisbon, Wisconsin 53950

Terms of Sale: 10% down payment in certified funds (cash, money order, or cashier's check) at sale, balance due within ten (10) days of confirmation of sale. Such sale will be as-is and subject to outstanding real estate taxes and other unforeclosed liens and interests of record, if any. Purchaser, if other than Plaintiff, is responsible for all real estate transfer fees upon confirmation of sale.

Dated at Mauston, Wisconsin this 1st day of August 2017.

JUNEAU COUNTY SHERIFF

Brent H. Oleson

Brent H. Oleson, or his designee

Drafted by:
Brian P. Thill
Murphy Desmond S.C.
33 East Main Street, Suite 500
P.O. Box 2038
Madison, WI 53701
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Attorneys for Plaintiff

PROPERTY DESCRIPTION ADDENDUM 1

The real property or interest therein more particularly described in the attached Notice of Sheriff's Sale as Parcel A, Parcel B, Juneau County Parcel No. 292610773.1, and 1700 East Bridge Street, New Lisbon, Wisconsin 53950, together with all right, title, interest, and privileges of New Lisbon Travel Mart, LLC ("Mortgagor") in and to (i) all streets, ways, roads, alleys, easements, rights-of-way, licenses, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent, used in connection with or pertaining to such real property or the improvements thereon; (ii) any strips or gores of real property between such real property and abutting or adjacent property; (iii) all water and water rights, timber and crops pertaining to such real estate; and (iv) all appurtenances and all reversions and remainders in or to such real property ("Land").

All materials, supplies, equipment, systems, apparatus, and other items now owned or hereafter acquired by Mortgagor and now or hereafter attached to, installed in, or used in connection with (temporarily or permanently) any of the Improvements or the Land, which are now owned or hereafter acquired by Mortgagor and are now or hereafter attached to the Land or the Improvements, and including but not limited to any and all partitions, dynamos, window screens and shades, draperies, rugs and other floor coverings, awnings, motors, engines, boilers, furnaces, pipes, cleaning, call and sprinkler systems, fire extinguishing apparatus and equipment, water tanks, swimming pools, heating, ventilating, refrigeration, plumbing, laundry, lighting, generating, cleaning, waste disposal, transportation (of people or things, including but not limited to, stairways, elevators, escalators, and conveyors), incinerating, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, and all other utilities whether or not situated in easements, together with all accessions, appurtenances, replacements, betterments, and substitutions for any of the foregoing and the proceeds thereof ("Fixtures").

All substances in, on, or under the Land which are now, or may become in the future, intrinsically valuable, that is, valuable in themselves, and which now or may be in the future enjoyed through extraction or removal from the property, including without limitation, oil, gas, and all other hydrocarbons, coal, lignite, carbon dioxide and all other nonhydrocarbon gases, uranium and all other radioactive substances, and gold, silver, copper, iron and all other metallic substances or ores ("Minerals").

Any and all buildings, covered garages, air conditioning towers, open parking areas, structures and other improvements, and any and all additions, alterations, betterments or appurtenances thereto, now or at any time hereafter situated, placed, or constructed upon the Land or any part thereof ("Improvements").

Any and all leases, master leases, subleases, licenses, concessions, of other agreements (written or oral, now or hereafter in effect) which grant to third parties a

possessory interest in and to, or the right of use, all or any part of the Mortgaged Property[1], together with all security and other deposits or payments made in connection therewith ("Leases").

All of the rents, revenues, income, proceeds, profits, security and other types of deposits (after the effective date of this Mortgage), and other benefits paid or payable by parties to the Contracts and/or Leases, other than Mortgagor for using, leasing, licensing, possessing, operating from, residing in, selling, or otherwise enjoying all or any portion of the Mortgaged Property ("Rents").

All of the right, title, and interest of Mortgagor in, to, and under any and all (i) contracts for the purchase of all or any portion of the Mortgaged Property, whether such Contracts are now or at any time hereafter existing, including but without limitation, any and all earnest money or other deposits escrowed or to be escrowed or letters of credit provided or to be provided by the purchasers under the Contracts, including all amendments and supplements to and renewals and extensions of the Contacts at any time made, and together with all payments, earnings, income, and profits arising from sale of all or any portion of the Mortgaged Property or from the Contracts and all other sums due or to become due under and pursuant thereto and together with any and all earnest money, security, letters of credit or other deposits under any of the Contracts; (ii) contracts, licenses, permits, and rights relating to living unit equivalent or other entitlements for water, wastewater, and other utility services whether executed, granted, or issued by a private person of entity or a governmental or quasi-governmental agency, which are directly or indirectly related to, or connected with, the development of the Mortgaged Property, whether such contracts, licenses, and permits are now or at any time thereafter existing, including without limitation, any and all rights of living unit equivalents or other entitlements with respect to water, wastewater, and other utility services, certificates, licenses, zoning variances, permits, and no-action letters from each governmental authority required: (a) to evidence compliance by Mortgagor and all improvements constructed or to be constructed on the Mortgaged Property with all legal requirements applicable to the Mortgaged property, and (b) to develop and/or operate the Mortgaged Property as a commercial and/or residential project; (iii) any and all right, title, and interest Mortgagor may have in any financing arrangements relating to the financing of or the purchase of all or any portion of the Mortgaged Property by future purchasers; and (iv) all other contracts which in any way relate to the use, enjoyment, occupancy, operation, maintenance, management or ownership of the Mortgaged Property (save and except any and

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[1] The Land, Minerals, Fixtures, Improvements, Personalty, Contracts, Leases and Rents, and any interest of Mortgagor now owned or hereafter acquired in and to the Land, Minerals, Fixtures, Improvements, Personalty, Contracts, Leases and Rents, together with any and all other security and collateral of any nature whatsoever, now or hereafter given for the repayment of the Indebtedness or the performance and discharge of the Obligations. As used this Mortgage, the term "Mortgaged Property" shall be expressly defined as meaning all or, where the context permits or requires, any portion of the above and all or, where the context permits or requires, any interest therein ("Mortgaged Property").

all leases, subleases or other agreements pursuant to which Mortgagor is granted a possessory interest in the Land), including but not limited to maintenance and service contracts, management and operation agreements, franchise/license agreements and any applicable estoppel agreements ("Contracts").

PROPERTY DESCRIPTION ADDENDUM 2

All of the right, title, and interest of Mortgagor in and to (i) furniture, furnishings, equipment, machinery, goods (including, but not limited to, crops, farm products, timber and timber to be cut, and extracted Minerals); (ii) general intangibles (including, but not limited to, all permits, licenses and franchises), money, insurance proceeds, accounts (including, but not limited to, hotel guest receipts and revenues), contract and subcontract rights, trademarks, trade name and inventory; (iii) all refundable, returnable, or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Mortgagor with any governmental agencies, boards, corporations, providers of utility services, public or private, including specifically, but without limitation, all refundable, returnable, or reimbursable tap fees, utility deposits, commitment fees and development costs, any awards, remunerations, reimbursements, settlements, or compensation heretofore made or hereafter to be made by any Governmental Authority pertaining to the Land, Improvements, Fixtures, Contacts, or Personalty, including but not limited to those for any vacation of, or change of grade in, any streets affecting the Land or the Improvements and those for municipal utility district or other utility costs incurred or deposits made in connection with the l-and; (iv) all revenues, receipts, income, accounts, accounts receivable and other receivables including, without limitation, revenues, receipts, income receivables and accounts relating to or arising from rentals, rent equivalent income, income and profits from guest rooms, meeting rooms, food and beverage facilities, vending machines, telephone and television systems, guest laundry, off-site catering, the provision or sale of other goods and services, and any other items of revenue, receipts or other income as identified in the Uniform System of Accounts for Hotels, 8th Edition, International Association of Hospitality Accountants (1986), as from time to time amended, arising from or related to the Mortgaged Property; and (v) all other personal property of any kind or character as defined in and subject to the provisions of the Code (Article 9 – Secured Transactions); any and all of which are now owned or hereafter acquired by Mortgagor, and which are now or hereafter situated in, on, or about the Land or the Improvements, or used in or necessary to the complete and proper planning, development, construction, financing, use, occupancy, or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use in or on the Land or the Improvements, together with all accessions, replacements, and substitutions thereto or therefor and the proceeds thereof. Without limiting the foregoing, Personalty shall include all of the personal property listed on Exhibit B attached to Exhibit 3 of the Complaint in this case.