



Dear Homeowner:

Enclosed please find an Owner's Policy of Title Insurance which we have issued to protect your ownership interest in the real estate you now own. Please file this Policy with your important papers or in your safety deposit box.

At the time you sell or refinance your property, the cost of the new Policy will be reduced if you submit the enclosed Policy to our Company.

Thank you for working with Heritage Title Services, Inc. If you have any questions or concerns, please feel free to call us at 785-9555.

Your opinions and comments are important to us, and we look forward to serving you in the future.

Very truly yours,

A handwritten signature in cursive script that reads "Theresa J. Tompkins".

Enclosure

Office  
(262) 785-9555

Fax  
(262) 785-0474

Street Address  
17450 W. North Avenue  
Brookfield, WI  
53045-4337

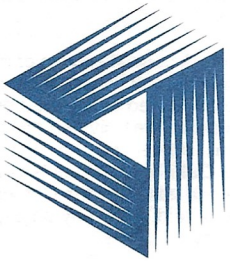
Mailing Address  
PO Box 942  
Brookfield, WI  
53008-0942

Internet  
htstitle.com

Issued from the  
office of:

## HERITAGE TITLE SERVICES, INC.

17450 West North Avenue (53045)  
P.O. Box 942  
Brookfield, Wisconsin 53008-0942  
(262) 827-4111



## OWNER'S POLICY OF TITLE INSURANCE (10/17/92)

AMERICAN LAND TITLE ASSOCIATION

ISSUED BY  
COMMONWEALTH LAND TITLE INSURANCE COMPANY



Title Insurance Since 1876

HOME OFFICE:  
101 Gateway Centre Parkway, Gateway One  
Richmond, Virginia 23235-5153

B 1190-3

## A WORD OF THANKS .....

As we make your policy a part of our permanent records, we want to express our appreciation of this evidence of your faith in Commonwealth Land Title Insurance Company.

There is no recurring premium.

This policy provides valuable title protection and we suggest you keep it in a safe place where it will be readily available for future reference.

If you have any questions about the protection provided by this policy, contact the office that issued your policy or you may write to:

Consumer Affairs Department

## Commonwealth Land Title Insurance Company

P.O. Box 27567  
Richmond, Virginia 23261-7567  
TOLL FREE NUMBER: 1-800-446-7086



**Commonwealth**  
A LANDAMERICA COMPANY

POLICY NUMBER

**A60-0474641**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

**COMMONWEALTH LAND TITLE INSURANCE COMPANY**

Attest: *Wm. Chadwick Perine*  
Secretary



By: *Janet A. Albert*  
President

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the affect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (i) to timely record the instrument of transfer; or
    - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

Paragraph (b)(1) or (2), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.



**Commonwealth**

**POLICY OF TITLE INSURANCE**

Policy No. **A60-0474641**

File No. **MC-144306**

COMMONWEALTH LAND TITLE INSURANCE COMPANY

**SCHEDULE A**

Date of Policy: **January 11, 2002**, at 7:00 A.M.

Amount of Insurance: **\$825,000.00**

Premium:

1. Name of Insured:

**GRAND AVENUE CLUB, INC.**

2. The estate or interest in the land described herein and which is covered by this policy is **FEE SIMPLE** and is at Date of Policy held of record by:

**GRAND AVENUE CLUB, INC.**

3. The land referred to in this Policy is described in the said instrument, is situated in the County of **Milwaukee**, State of Wisconsin, and identified as follows:

Lot 7, in Block 8, in Plat of Milwaukee (Original Blocks East of the River), being a part of Fractional Lot 2 of Section 29, in Township 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, Wisconsin.

A handwritten signature in cursive script, reading "Theresa J. Tompkins".

Countersigned: \_\_\_\_\_

Authorized Officer or Agent

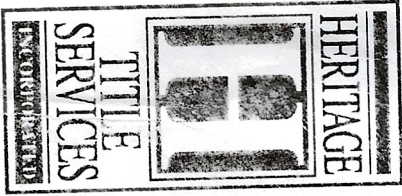
(Any provisions to the contrary notwithstanding, this policy is valid without a countersignature.)

**SCHEDULE B**

This policy does not insure against loss or damage by reason of the following:

1. Rights or claims of parties other than Insured in actual possession of any or all of the property.
2. Special taxes or assessments, if any, payable with the taxes for the year 2001 and subsequent years.
3. Liens or deferred charges for sewer, water mains and service pipes, not shown on the tax roll.
4. General taxes for the year 2002 and subsequent years, not yet due or payable.
5. Mortgage from Grand Avenue Club, Inc., to Johnson Bank, in the original principal amount of \$400,000.00, dated December 27, 2001, and recorded in the Register of Deeds office for Milwaukee County, on January 10, 2002, as Document No. 8199680.
6. Mortgage from Grand Avenue Club, Inc., to Fred Luber, in the original principal amount of \$400,000.00, dated December 27, 2001, and recorded in the Register of Deeds office for Milwaukee County, on January 7, 2002, as Document No. 8196718.
7. Assignment of Leases and Rents from Grand Avenue Club, Inc., to Johnson Bank, dated December 27, 2001, and recorded in the Register of Deeds office for Milwaukee County, on January 10, 2002, as Document No. 8199681.
8. Security interest of Johnson Bank, secured party as disclosed by Financing Statement executed by Grand Avenue Club, Inc., debtor(s) in certain chattels on the premises described in Schedule A and filed in the Register of Deeds office for Milwaukee County, on January 10, 2002, as Document No. U3819120.
9. It is stipulated that this Policy does not cover or guarantee the title to any fixtures and/or equipment except such as may be finally determined to be a part of the real estate, and that the determination of such question is no part of the obligation of the Company under this Policy.
10. Rights, title & interest to and in the area beneath the adjoining sidewalk on North Water Street including the use and occupancy of such area for basement purposes incidental thereto.
11. Resolution designating the East Side Commercial District as a Historic District and recorded in the Register of Deeds office for Milwaukee County, on December 17, 1987, on Reel 2170, Image 288, as Document No. 6132538.
12. Encroachment(s) of masonry building, as disclosed by Plat of Survey No. SO1187ROAL, dated August 8, 2001, and prepared by Land Information Services, Inc.

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17450 West North Avenue  
Brookfield, Wisconsin  
53008-0942

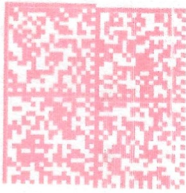
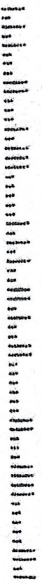
GRAND AVENUE CLUB  
210 E. MICHIGAN  
MILWAUKEE, WI 53202

ATTN: ~~PAUL KAWAN~~

*Pam Weisser*

*Scanned 7-28-2021  
to Finance  
Drive*

53202+4501 04



neopost

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