

Document Number: 412836  
Shari Marg  
Register of Deeds  
Jackson County, WI  
Recorded: 05/01/2023 10:31 AM  
Transfer Tax Paid:  
Transfer Tax Exempt #  
Recording Fee Paid: 30.00  
Number of Pages: 7  
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**Prepared by, and Upon Recording**  
**Return to:**

(Above Space for Recorder's Use Only)

VB-S1 Assets, LLC  
750 Park of Commerce Drive, Suite 200  
Boca Raton, Florida 33487  
Attn: Daniel Marinberg

Parcel No[s].: 032-0055.0005, 032-0058.0000, 032-0057.0005

Site ID: US-WI-5394 / #VTB-148596-C  
GLBO

**CONSENT TO EASEMENT AND NON-DISTURBANCE AND ATTORNMENT  
AGREEMENT**

THIS CONSENT TO EASEMENT AND NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") dated the 28<sup>th</sup> day of APRIL, 2023, is made and entered into by and between JIMMY R. BEREKVAM AND ANN M. BEREKVAM, (the "Borrower") VB-S1 ASSETS, LLC, a Delaware limited liability company (the "Grantee"), and SECURITY FINANCIAL BANK (the "Lender").

**WITNESSETH**

**WHEREAS**, Borrower is the fee simple holder of certain real property more particularly described in Exhibit A attached hereto (the "Premises");

**WHEREAS**, the Lender's predecessor in interest, Jackson County Bank, a corporation organized and existing under the laws of Wisconsin, has made a loan to Borrower, which loan is secured by that certain Mortgage dated April 13, 2009, and recorded on April 17, 2009, in Volume

524, Page 604 in the official records of Jackson County, Wisconsin (the "**Mortgage**"), which Mortgage encumbers the Premises;

**WHEREAS**, Borrower and Grantee entered into that certain Easement and Assignment of Lease Agreement dated APRIL 28, 2023 (the "**EASEMENT**") which Easement is recorded on the First day of May, 2023 in the official records of Jackson County, Wisconsin;

**WHEREAS**, the parties desire to evidence the subordination by Grantee of its easement interest in the Premises and Lender's agreement not to disturb Grantee's easement possession on the terms more particularly set forth herein;

**WHEREAS**, Grantee and Borrower desire to evidence Lenders acceptance and consent to the Easement and Grantee rights therein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. Non-Disturbance. So long as Grantee is not in default (after the expiration of all periods afforded to Grantee during which Grantee has the right to cure any default), in the payment of rent, additional rent or other sums or charges now or hereafter payable under the Easement, or in the performance of any of the terms, covenants or conditions of the Lease, Grantee shall not, by reason of foreclosure of the Mortgage, acceptance of a deed in lieu of foreclosure, or the exercise of any remedy provided in the Mortgage, be disturbed in Grantee's use, occupancy and quiet enjoyment of the Premises during the term of the Easement or any extension thereof set forth in the Easement, and Grantee shall have the right to exercise all renewal terms set forth in the Easement in accordance with the terms of the Easement.

2. Subordination. Conditioned upon and subject to Lender's compliance with Section 1 above, Grantee hereby completely and unconditionally subordinates the Easement, all rights and options thereunder and all amendments thereof, to the lien of the Mortgage and all terms and provisions thereof.

3. Attornment. In the event Lender takes actual or constructive possession of the Premises, either as the result of appointment of a receiver, foreclosure or acceptance of a deed to the Premises in lieu of foreclosure, or otherwise, or in the event the Premises shall be purchased at a foreclosure sale by a third party, Grantee shall attorn to Lender or its designee, or such third party purchaser, as applicable, and Grantee shall recognize Lender or its designee or such third party purchaser, as applicable, as Grantee's landlord under the Lease, and Lender or its designee or such third party purchaser will recognize and accept Grantee as its tenant thereunder, whereupon the Easement shall continue in full force and effect as a direct lease between Lender or its designee or such third party purchaser, as applicable, and Grantee for the full term thereof, together with all extensions and renewals thereof as the same may be exercised by Grantee thereunder. Lender or its designee or such third-party purchaser, as applicable, shall thereafter assume, perform and be

bound by all of Borrower's obligations, as if Lender or its designee or such third-party purchaser were originally named therein as Borrower.

4. Lender's Consent. To the extent any such consent is required by Lender pursuant to the Mortgage, Lender acknowledges that Lender has reviewed the form of the Easement and hereby consents to Borrower entering into the Easement and Grantee's use therein.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

6. Amendment. This Agreement may not be changed, amended or modified in any manner other than by an agreement in writing specifically referring to this Agreement and executed by the parties hereto.

7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of all the parties hereto and their respective successors and assigns; provided, however, that in the event of the assignment or transfer of the interest of Lender, all obligations and liabilities of Lender under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom Lender's interest is assigned or transferred.

8. Counterparts. This Agreement may be executed in counterparts, each being deemed an original and all being deemed one and the same.

*[Signatures on following page]*

*IN WITNESS, WHEREOF, the parties hereto have executed this Consent to Easement and Non-Disturbance and Attornment Agreement as of the date last signed by a party hereto.*

**BORROWER:**

Jimmy R. Berekvam  
Jimmy R. Berekvam

Ann M. Berekvam  
Ann M. Berekvam

STATE OF Wisconsin

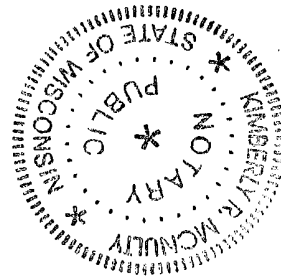
COUNTY OF Jackson

The foregoing instrument was acknowledged before me on April, 18 2023,  
by **Jimmy R. Berekvam and Ann M. Berekvam.**

Kimberly R. McNulty  
Notary Public

Printed Name: Kimberly R. McNulty

My Commission Expires: 01/20/2026



Grantor's Address: **W 8755 US Hwy 12, Black River Falls, WI 54615**

Site Name: Bell Mound  
Site Number: US-WI-5394

*Lender Signature Page to Consent to Easement and Subordination, Non-Disturbance and  
Attornment Agreement*

**LENDER:**

**Security Financial Bank**

By: Becky L. Wyss  
Name: Becky L. Wyss  
Title: Mortgage Loan Servicing

STATE OF Wisconsin

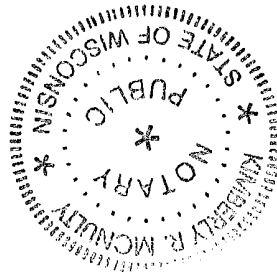
COUNTY OF Jackson

This instrument was acknowledged before me on April 18, 2023, by Becky L. Wyss (name of signatory), as Mortgage Loan Servicing (title of signatory) of **Security Financial Bank**.

Kimberly R. McNulty  
Notary Public

Print Name: Kimberly R. McNulty

My Commission Expires: 01/20/2026




Site Name: Bell Mound  
Site Number: US-WI-5394

*Grantee Signature Page Consent to Easement and Subordination, Non-Disturbance and  
Attornment Agreement*

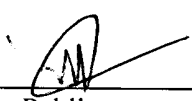
**GRANTEE:**

**VB-S1 Assets, LLC,**  
a Delaware limited liability company

By:   
Name: Adam B. Ginder, Esq.  
Title: Vice President

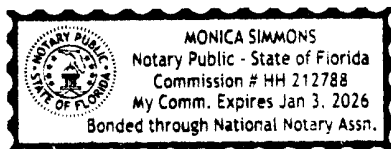
**STATE OF FLORIDA**  
**COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 24th day of April, 2023,  
by means of ☒ physical presence or ☐ online notarization by Adam B. Ginder, Esq., the  
Vice President of **VB-S1 Assets, LLC**, a Delaware limited liability company,  
on behalf of the company.

  
\_\_\_\_\_  
Signature of Notary Public

Monica Simmons  
\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known X OR Produced Identification \_\_\_\_\_



Site Name: Bell Mound  
Site Number: US-WI-5394

## **EXHIBIT A**

### **Legal Description**

The following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Jackson County, State of Wisconsin:

That part of the Southwest Quarter of the Northwest Quarter (SW 1/4 of NW 1/4) part of the North one-half of the Southwest Quarter (N ½ of SW ¼), lying South and West of U.S. Highway No. 12, Section Four, Township Twenty North, Range Three West.

Parcel ID: 032-0055.0005, 032-0058.0000, 032-0057.0005

(EXHIBIT A)

Site Name: Bell Mound  
Site Number: US-WI-5394