

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH

BROWN COUNTY

ONEIDA SMALL BUSINESS, INC.
4463 Wyandot Trail
Green Bay, WI 54313

FILED
JUN 06 2014
CLERK OF COURTS
BROWN COUNTY, WI

Plaintiff,

SUMMONS

vs.

CASE NO.: 14 CV 814

MATTHEW B. CORNELIUS
d/b/a BIRCH TREE LAWN CARE SERVICE
3812 North County Line Road
Oneida, WI 54155

Case Code: 30304

Defendants.

STATE OF WISCONSIN TO SAID DEFENDANT:

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Brown County Clerk of Circuit Courts, whose address is 100 S. Jefferson Street, Green Bay, Wisconsin, 54301 and to LEWIS & VAN SICKLE, LLC, Plaintiff's attorneys, whose address is 741 Highway 32, P.O. Box 107, Pulaski, WI 54162. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days, the Court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or acquire in the future, and may also be enforced by garnishment or seizure of property.

Dated this 3rd day of June, 2014.

LEWIS & VAN SICKLE, LLC

Lewis & Van Sickle, LLC
P.O. Box 107
Pulaski, WI 54162
920-822-2777

By: 

Andrew A. Van Sickle 1022263
Attorney for the Plaintiff, Oneida Small
Business, Inc.

This correspondence is from a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose.

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH

BROWN COUNTY

ONEIDA SMALL BUSINESS, INC.
4463 Wyandot Trail
Green Bay, WI 54313

FILED
JUN 06 2014
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BROWN COUNTY, WI

Plaintiff,

COMPLAINT

vs.

CASE NO.: 14 CV

MATTHEW B. CORNELIUS
d/b/a BIRCH TREE LAWN CARE SERVICE
3812 North County Line Road
Oneida, WI 54155

Case Code: 30304

Defendants.

NOW COMES the Plaintiff, Oneida Small Business, Inc., by its attorneys, LEWIS & VAN SICKLE, LLC, and as and for its complaint against the defendants alleges and shows the Court as follows:

PARTY

PLAINTIFF

1. Plaintiff, Oneida Small Business, Inc., is a Non-Stock Corporation, duly organized and existing under and by virtue of the laws of the State of Wisconsin. The principal address and place of business of such Plaintiff is 4463 Wyandot Trail, Green Bay, Wisconsin 54313. Plaintiff is engaged in the lending of small business loans.

PARTY

DEFENDANT

2. Defendant, Matthew B. Cornelius, is an adult resident of the State of Wisconsin with a last known principal address of 3812 North County Line Road, Oneida, Wisconsin, 54155. Defendant, Matthew B. Cornelius, has been doing business as Birch Tree Lawn Care Service.

CAUSE OF ACTION

4. Defendant, Matthew B. Cornelius, d/b/a Birch Tree Lawn Care Service, on or around April 25, 2007, executed a Business Note wherein Defendant borrowed money from the Plaintiff subject to the terms and conditions set forth in said note. The principal amount borrowed by the Defendant was \$32,685.89. A copy of which is attached hereto and incorporated herein by reference as Exhibit "A".

The Note attached hereto as Exhibit "A" refinances a previous Note from 2006 and allowed Defendant additional funds to purchase more equipment.

5. Defendant set up an automatic payments in the sum of \$359.51 as required by the Note but cancelled the automatic payment and did not make voluntary payments subsequent to cancellation.

6. On September 15, 2006, Defendant, Matthew B. Cornelius, d/b/a Birch Tree Lawn Care Service, signed a General Business Security Agreement pledging assets of the business as collateral for the Business Note. The General Business Security Agreement is attached hereto and incorporated herein by reference as Exhibit "B".

7. On September 29, 2006, Matthew B. Cornelius, d/b/a Birch Tree Lawn Care Service, pledged a Pro Star Trailer Model #UT61403WGBK 4x4, Serial #: 5UGBF14117L000273 as collateral for the above referenced note. A copy of the Chattel Security Agreement is attached hereto as Exhibit "C".

8. Defendant is in default on this credit transaction because defendant has failed to make payments to Plaintiff per the terms of said Business Note. On August 27, 2013, Defendant was mailed a notice of delinquency and right to cure. To date, Defendant has failed to cure the default or surrender the trailer and other collateral pledged to the Plaintiff. A copy of the right to cure default was mailed to the Defendant, Matthew B. Cornelius, d/b/a Birch Tree Lawn Care Service at 3812 N. County Line Road, Oneida, Wisconsin.

9. If plaintiff obtains possession of the collateral pursuant to surrender or if plaintiff prevails in this action and obtains possession or the right to possession of the collateral, defendant will have the right to redeem the collateral for a period of not longer than fifteen (15) days thereafter, by:

A. Paying:

i. Payments Past due:	\$34,135.57
ii. Performance Deposit	\$ 0.00
iii. Filing Fee	\$ 265.50
iv. Service Fee tbd	<u>\$ 55.00</u>
TOTAL	\$ 34,456.07

10. If defendant fails to redeem collateral, plaintiff intends to move the court to hold this matter open and seek a deficiency judgment and defendant may be liable thereon for the amount in which the balance due on the transaction exceeds the fair market value of the collateral.

11. Defendant is in breach of the Business Note for failure to make payments as required by the terms of the Note and are therefore in default on the loan.

12. As of June 3, 2014, the sum of \$34,135.57 is due and owing to Plaintiff, Oneida Small Business per the terms of the Business Note. Per the terms of the Business Note and defendant's breach of the same, Plaintiff, Oneida Small Business, Inc., is demanding payment in full. The total sum of \$34,135.57 consists of \$26,150.89 principal, \$7,984.68 in interest and late charges. The Business Note collects interest at 5.00%.

JURISDICTION

13. This Court has jurisdiction over Defendant according to Sec. 801.05(6), Stats., as this action arises out of activities of Plaintiff within the State of Wisconsin.

VENUE

14. The venue in this action is properly in Brown County, Wisconsin pursuant to Sec. 801.50(2), Stats., in that the claim arose within the County of Plaintiff's principal operation of business.

WHEREFORE, Plaintiff demands judgment:

1. For a money judgment against Defendant, Matthew B. Cornelius, d/b/a Birch Tree Lawn Care Service, in the sum of \$34,135.57 plus pre and post judgment interest owing thereon, to include reasonable attorneys fees and costs.

2. A Writ of Replevin of all property secured by the General Business Security Agreement and Note;
3. Judgment for possession of the collateral listed in paragraph 7 and Writ of Replevin to be executed by the Court for Replevin of the Pro Star Trailer Model #UT61403WGBK 4x4,;
4. To hold open the judgment amount to allow for calculation of the deficiency subsequent to repossession and sale of the trailer and other items securing the subject Note; and
5. For costs and disbursements of this action, including reasonable attorney's fees.

Dated this 5th day of June, 2014.

LEWIS & VAN SICKLE, LLC

By: 

Andrew A. Van Sickle 1022263
Attorney for the Plaintiff, Oneida Small
Business, Inc.

LEWIS & VAN SICKLE, LLC
P.O. Box 107
Pulaski, WI 54162
920-822-2777

**NOTICE REQUIRED BY THE FAIR DEBT
COLLECTION PRACTICES ACT, (the Act),
15 U.S.C. Section 1692 As Amended**

1. Lewis & Van Sickle, LLC is the creditor's law firm and is attempting to collect a debt for the creditor. Any information the debtor provides to Lewis & Van Sickle, LLC will be used for that purpose.

2. The amount of the debt is stated in paragraph 9 of the Complaint attached hereto.

3. The plaintiff as named in the attached Summons and Complaint is the creditor to whom the debt is owed.

4. The debt described in the Complaint attached hereto will be assumed to be valid by Lewis & Van Sickle, LLC, unless the debtor, within thirty (30) days after the receipt of this notice, disputes, in writing, the validity of the debt or some portion thereof.

5. If the debtor notifies Lewis & Van Sickle, LLC in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, Lewis & Van Sickle, LLC will obtain a verification of the debt and a copy of the verification will be mailed to the debtor by Lewis & Van Sickle, LLC.

6. If the creditor named as plaintiff in the attached Summons and Complaint is not the original creditor, and if the debtor makes a written request to Lewis & Van Sickle, LLC within the thirty (30) days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor by Lewis & Van Sickle, LLC.

7. Written requests should be addressed to Attorney Andrew A. Van Sickle, Lewis & Van Sickle, LLC, P.O. Box 107, Pulaski, Wisconsin 54162.

Exhibit "A"

BUSINESS NOTE (Use only for business purpose loans)

Boxes checked are applicable. Boxes not checked are inapplicable.

Matthew B Cornelius, Individually, d/b/a Birch Tree Lawn Care Service April 25, 2007 \$32,685.89

1. Promise to Pay and Payment Schedule. The undersigned ("Maker," whether one or more) promises to pay to the order of Bay Bank as Servicer for Oneida Small Business Incorporated ("Lender") at 2555 Packerland Drive, Green Bay, Wisconsin, the sum of \$32,685.89, plus interest on the unpaid principal balance, according to the following schedule:

**119 equal payment(s) consisting of principal and interest in the amount of \$359.51 each, beginning on May 25, 2007 and continuing monthly thereafter, and one (1) final payment consisting of the unpaid principal and all accrued interest remaining due on April 25, 2017.

2. Interest Calculation. This Note bears interest on the unpaid principal balance before maturity:

[Check (a), (b) or (c); only one shall apply.]

- (a) Fixed Rate. At the rate of 5.000% per year.
(b) Stepped Fixed Rate. At the rate ("Note Rate") of n/a% per year until n/a and n/a% per year thereafter.
(c) Variable Rate. At the annual rate ("Note Rate") which shall equal the Index Rate (as defined below), plus/minus n/a percentage points.

The Index Rate may or may not be the lowest rate charged by Lender. The Note Rate shall be adjusted only on the following change dates:

n/a

If the Index Rate ceases to be made available to Lender during the term of this Note, Lender may substitute a comparable index.

- (d) If box (b) or (c) is checked, an adjustment in the Note Rate will result in an increase or decrease in (1) the amount of each payment of interest, (2) the amount of the final payment, (3) the number of scheduled periodic payments sufficient to repay this Note in substantially equal payments, (4) the amount of each remaining payment of principal and interest so that those remaining payments will be substantially equal and sufficient to repay this Note by its scheduled maturity date, (5) the amount of each remaining payment of principal and interest (other than the final payment) so that those remaining payments will be substantially equal and sufficient to repay this Note by its scheduled maturity date based on the original amortization schedule used by Lender, plus the final payment of principal and interest, or (6) n/a

In addition, Lender is authorized to change the amount of periodic payments if and to the extent necessary to pay in full all accrued interest owing on this Note. The Maker agrees to pay any resulting payments or amounts.

Interest is computed:

- (e) For the actual number of days principal is unpaid on the basis of a 360 day year (which means that the stated interest rate will be divided by 360 days to arrive at a daily interest rate, and the daily interest rate will be applied to the unpaid principal for the actual number of days principal is unpaid up to 365 days in a calendar year and 366 days in a leap year) a 365 day year.
(f) For the number of days principal is unpaid on the basis of a 360 day year, counting each day as 1/30th of a month and disregarding differences in lengths of months and years.
(g) Past due interest shall bear interest from its due date until paid at the interest rate then in effect for this Note.

Unpaid principal and interest bear interest after maturity until paid (whether by acceleration or lapse of time) at the rate(s) stated under 2(b) or (c) above, as applicable, plus n/a percentage points of 12.000% per year, computed on the same basis as the interest rate before maturity. All payments shall be applied first to accrued and unpaid interest, second to other charges payable by Maker to Lender and third to unpaid principal.

3. Other Charges. If any payment (other than the final payment) is not made on or before the 10th day after its due date, Lender may collect a delinquency charge of 5.00% of the unpaid amount. Maker agrees to pay a charge of \$ 15.00 for each check presented for payment under this Note which is returned unsatisfied.

4. Prepayment. Full or partial prepayment of this Note is permitted at any time without penalty n/a

All prepayments shall be applied first to accrued and unpaid interest, second to other charges payable by Maker to Lender and third to principal.

THIS NOTE INCLUDES ADDITIONAL PROVISIONS ON PAGE 2.

OTHER PROVISIONS:

** Interest only payments will be made on May 25, 2007, June 25, 2007, July 25, 2007, August 25, 2007 and September 25, 2007. The regular monthly payment of \$359.51 will begin on October 25, 2007.

(SEAL)

(Type of Organization)

By: Matthew B Cornelius, Individually, d/b/a Birch Tree Lawn Care Service (SEAL)

By: (SEAL)

By: (SEAL)

By: (SEAL)

3812 North County Line Road

Oneida, WI 54155 (920) 869-2806 (PHONE)

GENERAL BUSINESS SECURITY AGREEMENT

Dated September 15, 2006

1. SECURITY INTEREST

In consideration of any financial accommodation at any time granted by Bay Bank as Servicer for Oneida Small Business Incorporated ("Lender") to Matthew B Cornelius, Individually, d/b/a Birch Tree Lawn Care Service ("Borrower"), each of the undersigned ("Debtor," whether one or more) grants Lender a security interest in all equipment, fixtures, inventory, documents, general intangibles, accounts, deposit accounts (unless a security interest would render a nontaxable account taxable), contract rights, chattel paper, patents, trademarks and copyrights (and the good will associated with and registrations and licenses of any of them), instruments, letter of credit rights and investment property, now owned or hereafter acquired by Debtor (or by Debtor with spouse), and all additions and accessions to, all spare and repair parts, special tools, equipment and replacements for, software used in, all returned or repossessed goods the sale of which gave rise to and all proceeds, supporting obligations and products of the foregoing ("Collateral"), wherever located, to secure all debts, obligations and liabilities to Lender arising out of credit previously granted, credit contemporaneously granted and credit granted in the future by Lender to any Debtor, or any Borrower, to any of them and another, or to another guaranteed or endorsed by any of them ("Obligations").

2. DEBTOR'S WARRANTIES

Debtor warrants and agrees that while any of the Obligations are unpaid:

(a) **Ownership and use.** Debtor owns (or with spouse owns) the Collateral free of all encumbrances and security interests (except Lender's security interest). Chattel paper constituting Collateral evidences a perfected security interest in the goods (including software used in the goods) covered by it, free from all other encumbrances and security interests, and no financing statement is on file or control agreement in existence (other than Lender's) covering the Collateral or any of it. Debtor, acting alone, may grant a security interest in the Collateral and agree to the terms of this Agreement. The Collateral is used or bought for use primarily for business purposes.

(b) **Sale of goods or services rendered.** Each account and chattel paper constituting Collateral as of this date arose from the performance of services by Debtor or from a bona fide sale or lease of goods, which have been delivered or shipped to the account debtor and for which Debtor has genuine invoices, shipping documents or receipts.

(c) **Enforceability.** Each account, contract right and chattel paper constituting Collateral as of this date is genuine and enforceable against the account debtor according to its terms. It and the transaction out of which it arose comply with all applicable laws and regulations. The amount represented by Debtor to Lender as owing by each account debtor is the amount actually owing and is not subject to setoff, credit, allowance or adjustment, except discount for prompt payment, nor has any account debtor returned the goods or disputed liability.

(d) **Due date.** There has been no default as of this date according to the terms of any chattel paper or account constituting Collateral and no step has been taken to foreclose the security interest it evidences or otherwise enforce its payment.

(e) **Financial condition of account debtor.** As of this date Debtor has no notice or knowledge of anything which might impair the credit standing of any account debtor and Debtor will advise Lender upon receipt of any such notice or knowledge affecting Collateral.

(f) **Valid organization.** If a corporation, limited liability company or general or limited partnership, Debtor is duly organized, validly existing and in good standing under the laws of the state of organization and is authorized to do business in Wisconsin.

(g) **Other agreements.** Debtor is not in default under any agreement for the payment of money.

(h) **Authority to contract.** The execution and delivery of this Agreement and any instruments evidencing Obligations will not violate or constitute a breach of Debtor's articles of incorporation or organization, by-laws, partnership agreement, operating agreement or any other agreement or restriction to which Debtor is a party or is subject.

(i) **Accuracy of information.** All information, certificates or statements given to Lender pursuant to this Agreement shall be true and complete when given.

(j) **Name and address.** Debtor's exact legal name is as set forth below Section 10. If Debtor is an individual, the address of Debtor's principal residence is as set forth below Section 10. If Debtor is an organization that has only one place of business, the address of Debtor's place of business, or if Debtor has more than one place of business, then the address of Debtor's chief executive office, is as set forth below Section 10.

(k) **Location.** The address where the Collateral will be kept, if different from that appearing below Section 10, is _____.

Such location shall not be changed without prior written consent of Lender, but the parties intend that the Collateral, wherever located, is covered by this Agreement.

(l) **Organization.** If Debtor is an organization, the type of organization and the state under whose law it is organized are as set forth below Section 10.

(m) **Environmental laws.** (i) No substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about any real estate now or at any time owned or occupied by Debtor ("Property") during the period of Debtor's ownership or use of the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or some other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"), (ii) Debtor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner or person using the Property, (iii) without limiting the generality of the foregoing, Debtor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components (PCBs) or underground storage tanks, (iv) there are no conditions existing currently or likely to exist during the term of this Agreement which would subject Debtor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claim relating to any Hazardous Substance, (v) Debtor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance, and (vi) Debtor in the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws. Debtor shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorneys' fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of, or based upon (1) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (2) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from Property, or (3) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Debtor shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance described above on, in, under or about the Property.

(n) **Employees.** There are no unpaid wages due employees of Debtor and there are no outstanding liens against assets of Debtor for unpaid wages due employees of Debtor.

(o) **Fixtures.** If any of the Collateral is affixed to real estate, the legal description of the real estate set forth in each UCC Financing Statement signed or authorized by Debtor is true and correct.

3. SHIPPERS

Shippers authorized to draw drafts on Lender under section 6(c) are:

4. SALE AND COLLECTIONS

(a) **Sale of Inventory.** So long as no default exists under any of the Obligations or this Agreement, Debtor may (a) sell inventory in the ordinary course of Debtor's business for cash or on terms customary in the trade, at prices not less than any minimum sale price shown on instruments evidencing Obligations and describing inventory, or (b) lease or license inventory on terms customary in the trade.

(b) **Verification and notification.** Lender may verify Collateral in any manner, and Debtor shall assist Lender in so doing. Upon default Lender may at any time and Debtor shall, upon request of Lender, notify the account debtors or other persons obligated on the Collateral to make payment directly to Lender and Lender may enforce collection of, settle, compromise, extend or renew the indebtedness of such account debtors or other persons obligated on the Collateral. Until account debtors or other persons obligated on the Collateral are so notified, Debtor, as agent of Lender, shall make collections and receive payments on the Collateral.

(c) **Deposit with Lender.** At any time Lender may require that all proceeds of Collateral received by Debtor shall be held by Debtor upon an express trust for Lender, shall not be commingled with any other funds or property of Debtor and shall be turned over to Lender in precisely the form received (but endorsed by Debtor if necessary for collection) not later than the business day following the day of their receipt. Except as provided in Section 4(d) below, all proceeds of Collateral received by Lender directly or from Debtor shall be applied against the Obligations in such order and at such times as Lender shall determine.

(d) **Accounting.** If the extent to which Lender's security interest in the Collateral is a purchase money security interest depends on the application of a payment to a particular obligation of Debtor, the payment shall first be applied to obligations of Debtor for which Debtor did not create a security interest in the order in which those obligations were incurred and then to obligations of Debtor for which Debtor did create a security interest, including the Obligations secured by the Collateral, in the order in which those obligations were incurred; provided, however, that Lender shall retain its security interest in all Collateral regardless of the allocation of payments.

(b) **Inability to Perform.** Borrower, Borrower's spouse, Debtor or a guarantor or surety of any the Obligations dies, ceases to exist, becomes insolvent or the subject of bankruptcy or insolvency proceedings or any guaranty of the Obligations is revoked or becomes unenforceable for any reason;

(c) **Misrepresentation.** Any warranty or representation made to induce Lender to extend credit to Debtor or Borrower, under this Agreement or otherwise, is false in any material respect when made; or

(d) **Insecurity.** At any time Lender believes in good faith that the prospect of payment or performance of any of the Obligations or performance under any agreement securing the Obligations is impaired;

all of the Obligations shall, at the option of Lender and without notice or demand, become immediately payable; and Lender shall have all rights and remedies for default provided by the Wisconsin Uniform Commercial Code and this Agreement, as well as any other applicable law, and under any evidence of or document relating to any Obligation, and all such rights and remedies are cumulative and may be exercised from time to time. With respect to such rights and remedies:

(e) **Repossession.** Lender may take possession of Collateral without notice or hearing, which Debtor waives;

(f) **Assembling collateral.** Lender may require Debtor to assemble the Collateral and to make it available to Lender at any place reasonably designated by Lender;

(g) **Notice of disposition.** Written notice, when required by law, sent to any address of Debtor in this Agreement at least 10 calendar days (counting the day of sending) before the date of a proposed disposition of the Collateral is reasonable notice;

(h) **Expenses and application of proceeds.** Debtor shall reimburse Lender for any expense incurred by Lender in protecting or enforcing its rights under this Agreement, before and after judgment, including, without limitation, reasonable attorneys' fees and legal expenses (including those incurred in successful defense or settlement of any counterclaim brought by Debtor or incident to any action or proceeding involving Debtor brought pursuant to the United States Bankruptcy Code) and all expenses of taking possession, holding, preparing for disposition and disposing of Collateral (provided, however, Lender has no obligation to clean-up or otherwise prepare the Collateral for sale). After deduction of such expenses, Lender shall apply the proceeds of disposition to the extent actually received in cash to the Obligations in such order and amounts as it elects or as otherwise required by this Agreement. If Lender sells any Collateral on credit, Debtor will be credited only with payments that the purchaser actually makes and that Lender actually receives and applies to the unpaid balance of the purchase price of the Collateral; and

(i) **Waiver.** Lender may permit Debtor or Borrower to remedy any default without waiving the default so remedied, and Lender may waive any default without waiving any other subsequent or prior default by Borrower or Debtor. Lender shall continue to have all of its rights and remedies under this Agreement even if it does not fully and properly exercise them on all occasions.

8. WAIVER AND CONSENT

Each Debtor who is not also a Borrower expressly consents to and waives notice of the following by Lender without affecting the liability of any such Debtor: (a) the creation of any present or future Obligation, default under any Obligation, proceedings to collect from any Borrower or anyone else, (b) any surrender, release, impairment, sale or other disposition of any security or collateral for the Obligations, (c) any release or agreement not to sue any guarantor or surety of the Obligations, (d) any failure to perfect a security interest in or realize upon any security or collateral for the Obligations, (e) any failure to realize upon any of the Obligations or to proceed against any Borrower or any guarantor or surety, (f) any renewal or extension of the time of payment, (g) any allocation and application of payments and credits and acceptance of partial payments, (h) any application of the proceeds of disposition of any collateral for the Obligations to any obligation of any Debtor or Borrower secured by such collateral in such order and amounts as it elects, (i) any determination of what, if anything, may at any time be done with reference to any security or collateral, and (j) any settlement or compromise of the amount due or owing or claimed to be due or owing from any Borrower, guarantor or surety.

9. INTERPRETATION

The validity, construction and enforcement of this Agreement are governed by the internal laws of Wisconsin except to the extent such laws are preempted by federal law. All terms not otherwise defined have the meanings assigned to them by the Wisconsin Uniform Commercial Code, as amended from time to time, provided, however, that the term "Instrument" shall be such term as defined in the Wisconsin Uniform Commercial Code-Secured Transactions Chapter 409. All references in this Agreement to sections of the Wisconsin Statutes are to those sections as they may be renumbered from time to time. Invalidity of any provision of this Agreement shall not affect the validity of any other provision. This Agreement is intended by Debtor and Lender as a final expression of this Agreement and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Agreement. This Agreement may not be supplemented or modified except in writing.

10. PERSONS BOUND AND OTHER PROVISIONS

Each person signing this Agreement is a Debtor. All Debtors are jointly and severally liable under this Agreement. This Agreement benefits Lender, its successors and assigns, and binds Debtor(s) and their respective heirs, personal representatives, successors and assigns and shall bind all persons and entities who become bound as a debtor to this Agreement. If checked here, this Agreement amends and replaces in their entirety the provisions of all existing General Business Security Agreements between Debtor and Lender; provided, however that all security interests granted to Lender under those existing security agreements shall remain in full force and effect, subject to the provisions of this Agreement. Debtor acknowledges receipt of a completed copy of this Agreement.

11. OTHER PROVISIONS

(If none stated below, there are no other provisions.)

Address: 3812 North County Line Road
SEE SECTIONS 2(j) AND (k)

Oneida, WI 54155

STATE OF ORGANIZATION

(SEAL)

TYPE OF ORGANIZATION

Matthew B Cornelius, individually, d/b/a Birch Tree Lawn Care Service
(SEAL)

(SEAL)

(SEAL)

(SEAL)

Address: _____
SEE SECTIONS 2(j) AND (k)

STATE OF ORGANIZATION

(SEAL)

TYPE OF ORGANIZATION

(SEAL)

(SEAL)

(SEAL)

(SEAL)