12

09896744

DOC.# 09896744

RECORDED 07/16/2010 11:17AM
JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
FEE EXEMPT 77.25 #: 0

Document Number	NOTICE OF CONTAMINATION

Legal Description of the Property:

See enclosed Exhibit "A", #09767167, Exhibit "B", #8014273, and Exhibit "C", 7053114.

Recording Area

Name and Return Address:
John J, Hnat, P G
Wisconsin Department of Natural Resources
2300 Dr M L King Dr
Milwaukee, WI 53212

STATE OF WISCONSIN,

COUNTY OF Milwaukee

284-9998-2
Parcel Identification Number (PIN)

I, John J. Hnat, being first duly sworn, state that:

1. I am a Hydrogeologist, employed by the Wisconsin Department of Natural Resources (hereinafter "the Department") at its Southeast Regional Office.

2. I have personal knowledge of the facts herein set forth and believe the same to be true.

3. The Department has determined that contaminants discharged to the Spur Gas Station, d.b.a. A S Gas 'n GO (WDNR Case FID #241115270, BRRTS #03-41-004442 and PECFA #53206-1741-09), which is located at 1909 West Hopkins Street, in the City of Milwaukee, County of Milwaukee, and which has the legal description as described in the enclosed Exhibit "A", Document Number 09767167, Exhibit "B". Document Number 8014273, and Exhibit "C", Document Number 7053114, has contaminated soil and groundwater in the vicinity of the former underground storage tanks and as described in the report submitted to the Department and enclosed as Exhibit "D", dated May 14, 2009 by NTC Services, LLC.

   1. The Department believes that removal or treatment of the contaminated soil and groundwater, are required on the property under the authority of s. 292.11(3), Wisconsin Statutes.

   2. On January 9, 2006, the Department issued a Notice of Noncompliance by certified mail (#70032260000205753039) informing Ajit Singh that the successful PECFA bidder, Bay Environmental, was unsuccessful in obtaining a contract with Ajit Singh to perform an environmental scope of work under the PEFCA program for $11,767. The certified mail was signed by Ajit Singh on January12, 2006.

   3. On January 26, 2006, Ajit Singh sent a letter to the Department stating that a consultant would be contracted within 60-days of the date of the letter, or by March 30, 2006.

   4. On April 4, 2006, the Department sent a certified letter (#70032260000205753053) to Ajit Singh reminding him that an environmental consultant had not been selected to perform the environmental scope of work plan.

   5. On June 15, 2006, the Department sent a Notice of Violation to Ajit Singh requesting his presence to an enforcement conference on July 5, 2006.

In Re: Property Located in the
City of Milwaukee, Milwaukee County, Wisconsin
Described above.

6. On July 5, 2006, the Department conducted an enforcement conference with Debby Roszak (WDNR Enforcement), Monica Weis (Commerce), John J. Hnat (WDNR R&R), Dan Huffaker (NTC Services), and Ajit Singh. The environmental scope of work plan was to be completed by NTC Services with a required report filed by June 30, 2007 pertaining to the completed work. No documentation was received on or after June 30, 2007.

7. On March 15, 2007, the Department sent a Responsible Party letter to Dharshan Dhaliwal, as the Land Contract owner of the property explaining his responsibilities under s. 292.11, Wis. Statutes and the non-completion of the environmental scope of work plan and agreed schedules.

8. On March 22, 2007, Charanjeet Dhaliwal, Bulk Petroleum, sent documentation indicating that NTC Services had contracted with Bulk Petroleum to complete the environmental scope of work plan.

9. On September 18, 2007, the Department sent a letter to Charanjeet Dhaliwal, Bulk Petroleum Corporation, requesting a progress update on the remediation of the site. The letter was sent to Bulk Petroleum because the owner, Darshan Dhaliwal, is the owner of the site as indicated in Item #10 and in Exhibit "B".

10. On September 21, 2007, Daniel Huffaker, NTC Services, sent a letter to the Department updating the progress of the remediation efforts and stated that a report will follow 45-days after October 8, 2007.

11. On December 11, 2007, NTC Services sent a letter report to the Department on the completed work for the site and listed five questions NTC wanted answered.

12. On December 14, 2007, the Department sent an e-mail to NTC Services that the Department would have to charge the responsible party a fee for technical assistance as required in Chapter NR 749, Wis. Adm. Code.

13. The Department did not receive any documentation on the progress of the environmental remediation for year 2008.

14. On March 5, 2009, the Department sent a certified letter (#70071490000317783458) to Charanjeet Dhaliwal and Dharshan Dhaliwal requesting a final report on the scope of work that was required in Bid Round 31 (PECFA).the certified letter was signed for by Charanjeet Dhaliwal on March 6, 2009.

15. On March 13, 2009, NTC Services sent a letter updating the work completed and stated that NTC Service would send a report to the Department by April 30, 2009.

16. On May 14, 2009, NTC Services sent in a report called, "Groundwater Monitoring and Over-Excavation Report Facility #4223 (Former #223 Spur Gas), 1909 West Hopkins Milwaukee, Wisconsin". NTC Services recommended case closure under Chapter NR 726, Wis. Adm. Code.

17. Groundwater monitoring well MW-2 could not be located and is assumed destroyed as indicated in NTC Services report, "Groundwater Monitoring and Over-Excavation Report Facility #4223 (Former #223 Spur Gas)", dated May 14, 2009.

18. On July 6, 2009, Monica Weis (Commerce) sent a letter to Ajit Singh approving $2,682, for the preparation and submittal of the Case Closure and GIS Registry packets for review at the Department.

19. On December 2, 2009, the Department sent a Notice of Noncompliance (2nd notice) for failure to complete the case closure process and continuing to have groundwater monitoring wells onsite that are not being sampled for groundwater contamination. The certified letter was signed for by Ajit Singh on December 4, 2009, with no response.

20. On January 29, 2010, the Department (Saji Villoth, Enforcement) sent Ajit Singh a Notice of Violation (2nd notice)

In Re: Property Located in the
City of Milwaukee, Milwaukee County, Wisconsin
Described above.

stating his failure to address soil contamination under s. NR 720.05(2) Wis. Adm. Code, required review by the Department under s. NR 746.03(22) Wis. Adm. Code, progress reports under s. NR 724.13, Wis. Adm. Code, continued long term groundwater monitoring under s. NR 724.17, Wis. Adm. Code and failure to submit the case closure request and GIS Registry packets with fees ($1200) as recommended by NTC Services. The enforcement meeting would be conducted on February 17, 2010 at the Southeast Regional Headquarters. There was no response form Ajit Singh.

21. On February19, 2010, the Department sent a certified letter (#70073020000069178617) to Ajit Singh stating the Department's intent to record an affidavit at the Milwaukee County Register of Deeds Office giving notice of the contamination documented onsite unless the stated documents were submitted to the Department in 21-days from the delivery date of the certified letter. The certified letter was signed by Ajit Singh on February 25, 2010.

22. Ajit Singh responded on March 19, 2010, in writing, indicating that NTC Services would have the Case Closure and GIS Registry package completed by April 15, 2010, but no indication when the Department would receive the documents.

23. On April 16, 2010, the Department received the GIS Registry Packet with the associated fees ($1200) but no Case Closure Packet.

24. On May 4, 2010, the Wisconsin Department of Natural Resources Regional Closure Committee reviewed the case for closure. The Department requested a response within 30-days on receipt of the closure denial letter. As of June 22, 2010, there had been no submittals. The case was denied closure for incomplete documentation for the following reasons:

- A Case Closure Request packet was not prepared and sent with the GIS Registry packet.
- The GIS Registry packet was incomplete: The WTM "X" and "Y" coordinates generally locating the contamination was not provided in the documentation.
- Groundwater monitoring well MW-2 is missing and was not found. Required documentation for the missing groundwater monitoring well on Page 2 of the GIS Registry Packet was not included with the submittal.
- An updated underground utility map for the property and the depths of these utilities was not included with the documentation.
- Maintenance Plan: To close this site the Department requires that the onsite building(s), pump island(s), and asphalt/concrete areas be maintained to prevent direct contact of contaminated soils and for the prevention of infiltration into the groundwater. The cover is to be maintained in accordance with a plan prepared and submitted to the Department pursuant to s. NR 724.13(2), Wis. Adm. Code. The maintenance plan should have been submitted to the Department for review and approval. This maintenance plan should have been included with the case closure and GIS packets as a soil performance standard for the site in order to receive closure because of the residual contaminated soils.

25. On June 23rd, 2010, the Department sent a certified letter (#7007 3020 0000 6917 8655) requiring the documentation requested in the Department's May 4, 2010 be fulfilled and submitted within 15-days on receipt of the certified letter. Failure to submit the required documentation would result in the filing of this Notice of Contamination with the Register of Deeds Office in Milwaukee County.

26. On June 25, 2010, Ajit Singh signed and received the Department's letter dated June 23, 2010.

In Re: Property Located in the
City of Milwaukee, Milwaukee County, Wisconsin
Described above.

27. As of July 13, 2010, the Department had not received the documentation requested on May 4, 2010.

John J. Hnat

Subscribed and sworn to before me this 13 day of JULY, 2010.

Notary Public, State of Wisconsin

My commission expires on: 10-10-2010

This document was drafted by the Wisconsin Department of Natural Resources, Remediation and Redevelopment, Southeast Region Headquarters.

γ

SATISFACTION OF ASSIGNMENT OF PECFA PROCEEDS

DOC.# 09767167

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED 07/22/2009 09:24AM

JOHN LA FAVE
REGISTER OF DEEDS
AMOUNT: 13.00
FEE EXEMPT 77.25 #: 0

The undersigned Lender hereby releases from the lien and the operations of a Assignment of PECFA Proceeds executed by **Ajit Singh, Individually d/b/a A.S. Gas-N-Goods and Darshan S. Dhaliwal** to Lender and recorded in the office of the Register of Deeds of **Milwaukee** County, WI, as Document No **7053114** on February 13, 1995 in Reel **3478** of Mortgages, on Image **479**, covering the real estate described below

SEE EXHIBIT A

RETURN TO
LORIE RIVIERE
US BANK NA
PO BOX 3487
OSHKOSH WI 54903-3487

Parcel Identification Number (PIN)
284-9998-2

☒ If checked here, description continues or appears on attached sheet

STATE OF WISCONSIN

County of Winnebago

This instrument was acknowledged before me
on July 2, 2009

by Stacy Bonincontri
(NAMES OF PERSON(S))

as Assistant Commercial Officer
(TYPE OF AUTHORITY, E G , OFFICER, TRUSTEE, ETC IF ANY)

of U.S Bank National Association
(NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED)

Lorie Riviere
* Lorie Riviere
Notary Public of Winnebago County, Wisconsin

My Commission Expires 12/25/11

Dated July 2, 2009

U S Bank National Association
f/k/a Firstar Bank Sheboygan, N A
NAME OF LENDER

By S. Bonincontri
Title Assistant Commercial Officer

* Stacy Bonincontri

This instrument was drafted by

Lorie Riviere

LORIE RIVIERE
Notary Public
State of Wisconsin

Customer # 117129 15
Cost Center #2571431

Return Unrecorded Documents to 13
U S Bank Corporate Loan Services, Attn Lorie Riviere, PO Box 3487, Oshkosh, WI 54903-3487

Exhibit "A"

EXHIBIT A

A triangular piece of land in the Southwest corner lying Southerly of West Hopkins Street in the Southeast 1/4 of Section 7, Township 7 North, Range 22 East, in the City of Milwaukee described as follows: Beginning at the Southwest corner of the Southeast 1/4 of Section 7; running thence North along the West line of said Southeast 1/4 of said section, 254.14 feet to the center of West Hopkins Street; thence South 44° East along the center of said West Hopkins Street, 353.33 feet to the South line of said East 1/4; thence West along the South line of said Southeast 1/4 Section, 247.14 feet to the place of beginning except that part of said tract taken for West Burleigh Street and North 20th Street.

(Common address: 1909 West Hopkins, Milwaukee, WI)

Exhibit "A"

DOCUMENT NO.

STATE BAR OF WISCONSIN FORM 11 – 1982
LAND CONTRACT
Individual and Corporate
(TO BE USED FOR ALL TRANSACTIONS WHERE OVER $25,000 IS FINANCED AND IN OTHER NON-CONSUMER ACT TRANSACTIONS)

8014273

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED AT 2:34 PM

01-19-2001

WALTER R. BARCZAK
REGISTER OF DEEDS

AMOUNT 14.00

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS
DARSHAN S. DHALIWAL
BULK PETROLEUM CORP.
POB 369
MEQUON, WI
53092-0369

Contract, by and between DARSHAN S. DHALIWAL ("Vendor", whether one or more) and AJIT SINGH ("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 MILWAUKEE County, State of Wisconsin:

WHICH IS ADDRESSED AS
1909 W. HOPKINS STREET
MILWAUKEE WISCONSIN

FOR LEGAL DESCRIPTION, SEE ATTACHED PLAT OF SURVEY WHICH IS HEREBY INCORPORATED BY REFERENCE HEREIN.

TAX KEY NO. 284-9998-2
PARCEL IDENTIFICATION NUMBER

TRANSFER FEE $1,425.00

This IS NOT (is) (is not) homestead property.

Purchaser agrees to purchase the Property and to pay to Vendor at 9653 N. GRANVILLE RD., MEQUON, WI, the sum of $475,000.00 in the following manner: (a) $50,000.00 at the execution of this Contract; and (b) the balance of $425,000.00, together with interest from date hereof on the balance outstanding from time to time at the rate of 10 1/2 percent per annum until paid in full, as follows:

Purchaser shall, without fail, pay to Vendor one hundred and seventy-nine (179) consecutive monthly payments of a minimum of $4,697.95 each, followed by a final monthly payment in the minimum amount of $4,695.82, such payment regimen to begin no later than July 01, 2000 and with each payment due on the first day of every month thereafter until the full amount due under the provisions of this contract shall be paid in full. Vendor may, without limitation, assess Purchaser $100.00 in liquidated damages for each day that any payment is late to compensate Vendor for the increased costs that are associated with untimely payment submission, and which defy definite and specific measurement.

Provided, however, the entire outstanding balance shall be paid in full on or before the 1ST day of JULY, 2015, ~~19~~ (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.

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~~ IMMEDIATELY ~~, 19~~.

* Cross Out One.

Exhibit "B"

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 $1,000,000.00 but Vendor shall not require coverage in an amount more than the balance owed under this Contract. Purchaser shall pay the insurance premium 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~~: .

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 10 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 10 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 recover 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 forfeited 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 on 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 to 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 amount then due under this Contract. Purchaser may make 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 other subsequent or prior default of Purchase.

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 SECOND day of JUNE 2000 ~~19~~.

(SEAL) DARSHAN S. DHALIWAL

(SEAL) AJIT SINGH

(SEAL)

(SEAL)

TERESE KISSLING NOTARY PUBLIC STATE OF WISCONSIN

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

DARSHAN S. DHALIWAL

BOB 369, KEWAUNEE, WI 53092

(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

State of Wisconsin, } ss.

OZAUKEE County.

Personally came before me this 2ND day of JUNE 2000, ~~19~~, the above named DARSHAN S. DHALIWAL AND AJIT SINGH

to me known to be the person S who executed the foregoing instrument and acknowledge the same.

TERESE KISSLING

Notary Public, OZAUKEE County, Wis.

My commission is permanent. (If not, state expiration date: JUNE 30, 2002, 19____.)

* Names of persons signing in any capacity should be typed or printed below their signatures.

LAND CONTRACT – Individual and Corporate – State Bar of Wisconsin, Form No. 11 – 1982

Exhibit "B"

GRANTOR: Darshan S. Dhaliwal GRANTEE: Ajit Singh

LARSEN
ENGINEERS, S.C.

735 W. WISCONSIN AVENUE • MILWAUKEE, WISCONSIN 53223
(414)271-0771 • FAX (414)271-8312

• CIVIL
• SANITARY
• MUNICIPAL
• SURVEYING
• TRANSPORTATION

PLAT OF SURVEY

Property at 1909 W. Hopkins Street

LEGAL DESCRIPTION: A Triangular piece of land in the South West corner lying Southerly of West Hopkins Street in the South East 1/4 of Section 7, Township 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee and State of Wisconsin, described as follows: Beginning at the South West corner of the South East 1/4 of said Section 7; running thence north along the west line of said South East 1/4 of said Section, 254.14 feet to the center of West Hopkins Street; thence South 44° East along the center of said West Hopkins Street; 353.33 feet to the south line of said South East 1/4; thence west along the south line of the South East 1/4 Section, 247.14 feet to the place of beginning, except that part of said tract taken for West Burleigh Street and North 10th Street.

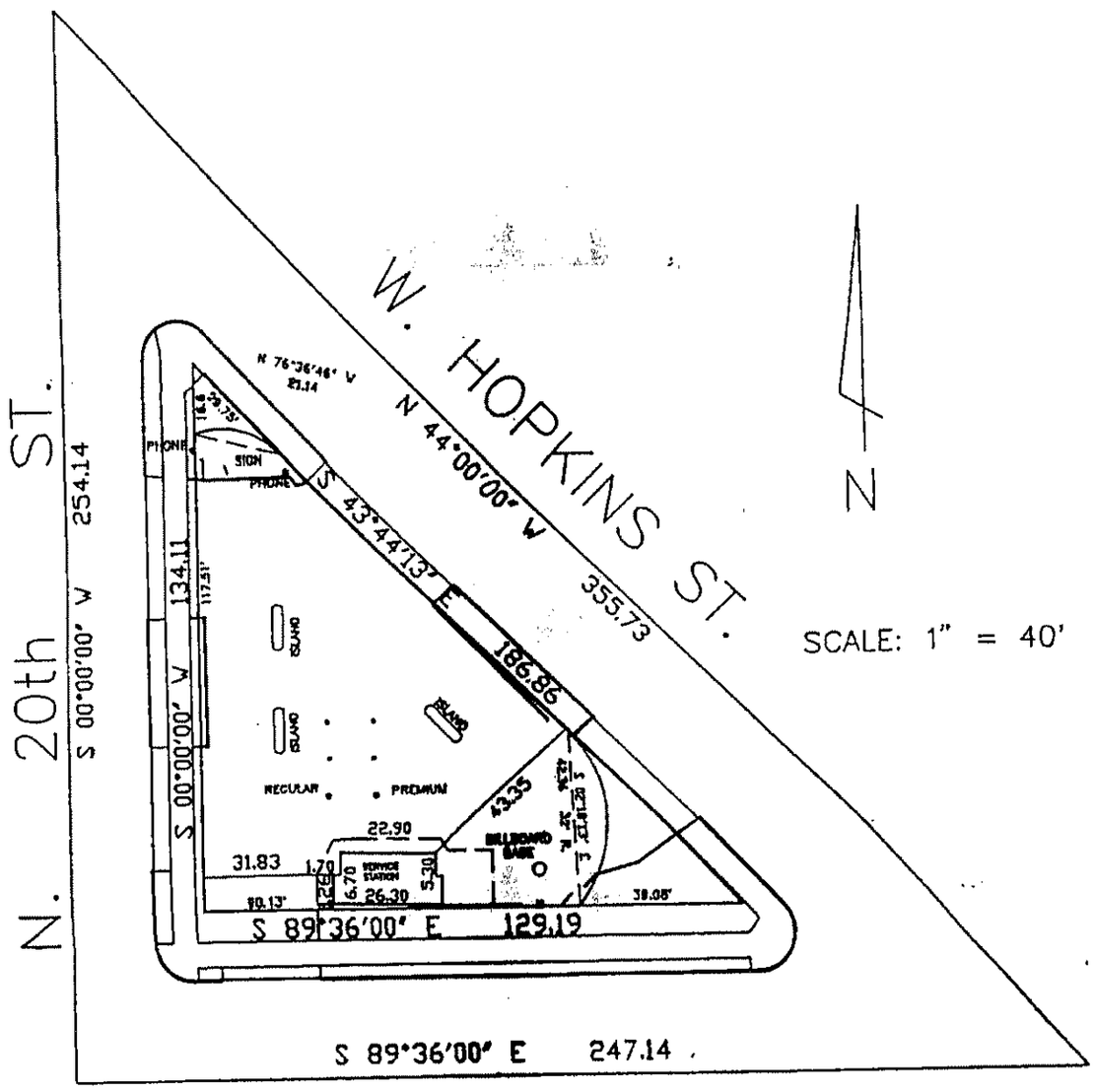

Exhibit "B"

REEL 3478 IMAG 479

ASSIGNMENT OF PECFA PROCEEDS

7053114

REGISTER'S OFFICE
Milwaukee County, WI
RECORDED AT 11:55 AM
FEB 13 1995 479 TO
REEL 3478 IMAGE 481 INCL.
REGISTER OF DEEDS

Return To
Collateral Department
Firstar Bank Sheboygan, N.A
605 North 8th Street, P O Box 328
Sheboygan, WI 53082-0328

FOR VALUE RECEIVED, the undersigned **Darshan S. Dhaliwal and Ajit Singh d/b/a A.S. Gas-N-Go** (the "Assignor"), for itself and its successors and assigns, does hereby pledge and assign to Firstar Bank Sheboygan, National Association ("Bank"), and grant Bank a security interest and lien in and to all of Assignor's rights, title and interest to proceeds or other amounts due Assignor under Section 101.143 Wis. Stats. or other applicable statutes or regulations in connection with the real estate described below ("PECFA Proceeds"). Such PECFA Proceeds are due or will become due Assignor as a result of a remedial action related to contamination caused by petroleum products on the following described real estate:

(See attached Addendum for Legal Description)

7053114

This Assignment is made to induce Bank to make loans to assignor to conduct the remedial activity described above and secures payment of all debts, obligations, and liabilities of Assignor to Bank arising under or pursuant to any indebtedness of Assignor to Bank, including without limitation, that Revocable Agreement and Demand Note, both dated December 20, 1994, and any subsequent related loan documents (the "Obligations"); and the rights of the Bank to receive such PECFA Proceeds shall continue until the Obligations are discharged by actual payment thereof, and shall not be invalidated, impaired or cease so long as the Obligations remain unpaid.

RECORD 14.00

None of the following shall affect the liabilities of Assignor under this Assignment, or the rights of Bank with respect to the PECFA Proceeds: (a) Acceptance or retention by Bank of other property or interests as security for the Obligations, or for the liability of any person other than Assignor with respect to the Obligations; (b) the release of all or any other security for any of the Obligations; (c) any release, extension, renewal, modification, or compromise or any of the Obligations or the liability of any obligor thereon; or (d) failure by Bank to resort to other security or any person liable for any Obligations before resorting to the PECFA Proceeds.

Assignor warrants that it is the owner of the real estate and improvements described above free and clear of all liens, encumbrances, or security interests other than (list all prior encumbrances; if none listed, then there are none).**Mtge.to State Financial Bank dtd. 12-11-87 for $1,750,000; Judgment docketed 9-17-93-Creditor is North Meadow Homes Association, debtors are Darshan & Debra Dhaliwal for $954.59; Judgment docketed 9-17-93-Creditor is North Meadows Homes Association, debtor is Darshan Dhaliwal for $934.95.**

Assignor further represents that it has not heretofore made any transfer or assignment of the PECFA Proceeds or of any right or interest therein and agrees that it will not in the future make any transfer or assignment thereof.

Assignor covenants and agrees that it will cause the remedial action giving rise to the PECFA Proceeds to be completed in accordance with applicable statutes and regulations and will promptly sign and file all reports and forms required under such statutes and regulations in order to cause the PECFA Proceeds to be paid. If Assignor does not promptly sign and file such reports or forms upon Bank's request, and in any event after a default under any of the Obligations, any officer of Bank is authorized and irrevocably appointed as Assignor's attorney in Assignor's name to produce, sign and file any such reports or forms. Before or after default, any officer of the Bank is authorized and irrevocably appointed as Assignor's attorney in Assignor's name to endorse the name of Assignor upon any instrument representing PECFA Proceeds. All such acts of such attorney are ratified and approved and she or he is not liable for any act or omission or for any error of judgment or mistake of fact or law. If the remedial action is not continued for a period of 15 consecutive days, and is not recommenced within five days

Exhibit "C"

after notice from Bank of such 15 days inactivity, then Bank may (but need not) cause the remedial action to be completed and any costs associated therewith (including Bank's reasonable attorney's fees) shall be part of the Obligations and bear interest at the highest post-default rate stated in any evidence of the Obligations. Bank shall not be liable for any damage or injury to property or persons if it causes such work to be performed and shall not be deemed a joint venturer or partner of Assignor. Assignor will indemnify and hold Bank harmless from any liability, claim, cost or obligation arising out of any work performed by Assignor or caused to be performed by Bank as above.

Assignor hereby irrevocably authorizes and directs that the PECFA Proceeds be paid directly to Bank and that all persons may rely on this authority until Bank notifies such persons that it no longer claims an interest in the PECFA Proceeds.

Assignor waives acceptance of this Assignment by Bank.

The validity, construction and enforcement of this Assignment are governed by the laws of the State of Wisconsin. Invalidity of any provision of this Assignment shall not affect the validity of any other provision. This Assignment is not intended to and does not grant or create a lien or encumbrance on the real estate or improvements described herein. All remedies herein and any other evidence of or security for Obligations are cumulative.

The Assignment assigns the PECFA Proceeds when and as such PECFA Proceeds arise. The rights granted hereunder may not be foreclosed under Wisconsin law.

Effective this 16 day of January, 1995.

Ajit Singh

Ajit Singh, Individually
d/b/a A.S. Gas-N-Goods

Darshan S. Dhaliwal

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
County of Sheboygan)

This instrument was acknowledged before me
on January 16, 1995
By: **Ajit Singh and Darshan S. Dhaliwal**
(Name(s) of person(s))
as **N/A**
(Type of authority; e.g., officer, trustee, etc., if any)
of **N/A**
(Name of party on behalf of whom instrument was executed, if any)

Carol Schaefer
Notary Public

Sheboygan County, Wisconsin.
My Commission 9-13-98

CAROL SCHAEFER NOTARY PUBLIC STATE OF WISCONSIN

This instrument was drafted by:
Michael Qualio

p\pecfa\docs\singha.sam

Exhibit "C"

This is Addendum to Assignment of PECFA Proceeds for Ajit Singh d/b/a A.S. Gas-N-Go.

Legal Description:

A triangular piece of land in the Southwest corner lying Southerly of West Hopkins Street in the Southeast 1/4 of Section 7, Township 7 North, Range 22 East, in the City of Milwaukee described as follows: Beginning at the Southwest corner of the Southeast 1/4 of Section 7; running thence North along the West line of said Southeast 1/4 of said section, 254.14 feet to the center of West Hopkins Street; thence South 44° East along the center of said West Hopkins Street, 353.33 feet to the South line of said East 1/4; thence West along the South line of said Southeast 1/4 Section, 247.14 feet to the place of beginning except that part of said tract taken for West Burleigh Street and North 20th Street.

(Common address: 1909 West Hopkins, Milwaukee, WI)

Darshan S. Dhaliwal

Ajit Singh, Individually
d/b/a A.S. Gas-N-Go

Exhibit "C"