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Office of the Registrar of Titles Ramsey County, Minnesota Todd J. Uecker, Registrar of Titles Tracy M. West, County Auditor and Treasurer

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## 42 1/2-M COMMERCIAL MORTGAGE

Corporation to Individual

## MORTGAGE REGISTRY TAX DUE HEREON:

\$ 36000

THIS INDENTURE, Made 4/5/2022, between Hendrie Grant Lending VII, Inc, a Minnesota corporation, Mortgagor, and Robert J. Travers and Ivana L Travers, Mortgagee, located at 499 Lake View Drive, Woodbury MN 55129.

WITNESSETH, That the Mortgagor, in consideration of the sum of (\$150,000.00) ONE HUNDRED FIFTY THOUSAND DOLLARS, to Mortgagor in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, described as follows:

Lot 24, Block 21, Beaver Lake Heights, Ramsey County, Minnesota

together with all hereditaments and appurtenances belonging thereto (the Property). For informational purposes only, the property address is as follows:

1971 Nortonia Avenue, St. Paul, MN 55119

TO HAVE AND TO HOLD THE SAME, to Mortgagee forever. Mortgagor covenants with Mortgagee as follows: That Mortgagor is lawfully seized of the Property and has good right to convey the same; that the Property is free from all encumbrances, except as follows none and that Mortgagee shall quietly enjoy and possess the same; and that Mortgagor will warrant and defend the title to the same against all lawful claims not hereinbefore specifically excepted.

PROVIDED, NEVERTHELESS, that if the Mortgagor shall pay to the Mortgagee the sum of \$150,000.00 DOLLARS, according to the terms of a Mortgage Note of even date herewith (the Note), the final payment being due and payable on 4/5/2023 with interest at the rate of 9.00 percent per annum, and shall repay to the Mortgagee, at the times and with interest as specified, all sums advanced in protecting the lien of this Mortgage, in payment of taxes on the Property, insurance premiums covering buildings thereon, principal or interest on any prior liens, expenses and attorney's fees herein provided for and sums advanced for any other purpose authorized herein, and shall keep and perform all the covenants and agreements herein contained, then this Mortgage shall be null and void, and shall be released at Mortgagor's expense.

## AND THE MORTGAGOR covenants with the Mortgagee as follows:

1. to pay the principal sum of money and interest as specified in the Note;

2. to pay all taxes and assessments now due or that may hereafter become liens against the Property before penalty attaches thereto;

3. to keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, extended coverage perils, vandalism, malicious mischief and, if applicable, steam boiler explosion, for at least the amount of full insurable value at all times while any amount remains unpaid under this Mortgage. If any of the buildings, improvements or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Mortgagor shall procure and maintain flood insurance in amounts reasonably satisfactory to Mortgagee. Each insurance policy shall contain a loss payable clause

in favor of Mortgagee affording all rights and privileges customarily provided under the socalled standard mortgage clause. In the event of damage to the Property by fire or other casualty, Mortgagor shall promptly give notice of such damage to Mortgagee and the insurance company. The insurance shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to Mortgagee. The insurance policies shall provide for not less than ten days written notice to Mortgagee before cancellation, non-renewal, termination, or change in coverage, and Mortgagor shall deliver to Mortgagee a duplicate original or certificate of such insurance policies;

- 4. to pay, when due, both principal and interest of all prior liens or encumbrances, if any, and to keep the Property free and clear of all other prior liens or encumbrances;
- 5. to commit or permit no waste on the Property and to keep it in good repair;
- 6. to complete forthwith any improvements which may hereafter be under course of construction on the Property; and
- 7. to pay any other expenses and attorney's fees incurred by Mortgagee by reason of litigation with any third party for the protection of the lien of this Mortgage.

In case of failure to pay said taxes and assessments, prior liens or encumbrances, expenses and attorney's fees as above specified, or to insure said buildings, improvements, and fixtures and deliver the policies as aforesaid, Mortgagee may pay such taxes, assessments, prior liens, expenses and attorney's fees and interest thereon, or obtain such insurance, and the sums so paid shall bear interest from the date of such payment at the same rate set forth in the Note, and shall be impressed as an additional lien upon the Property and be immediately due and payable from Mortgagor to Mortgagee and this Mortgage shall from date thereof secure the repayment of such advances with interest.

In case of default in any of the foregoing covenants, Mortgagor confers upon the Mortgagee the option of declaring the unpaid balance of the Note and the interest accrued thereon, together with all sums advanced hereunder, immediately due and payable without notice, and hereby authorizes and empowers Mortgagee to foreclose this Mortgage by judicial proceedings or to sell the Property at public auction and convey the same to the purchaser in fee simple in accordance with the statute, and out of the moneys arising from such sale to retain all sums secured hereby, with interest and all legal costs and charges of such foreclosure and the maximum attorney's fee permitted by law, which costs, charges and fees Mortgagor agrees to pay.

The Mortgagor and the Mortgagee further covenant and agree as follows:

- 1. Mortgagor shall be furnished a conformed copy of the Note and this Mortgage at the time of execution or after recordation hereof.
- 2. Any Notice to the Mortgagor shall be given by mailing such notice by mail addressed to the Mortgagor at the Property address or at such other address as the Mortgagor may designate by notice in writing to the Mortgagee as provided herein.
- 3. Any notice to the Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee at the following address: or to such other address as Mortgagee may designate by notice in writing to the Mortgagor as provided herein.

The terms of this Mortgage shall run with the Property and bind the parties hereto and their successors in interest.

IN TESTIMONY WHEREOF, Mortgagor has hereunto set its hand the day and year first above written.

**MORTGAGOR** 

Hendrie Grant Lending VII, Inc
Hendrie C. Grans, President
Hendrie Grant Lending VII, Inc

STATE OF MINNESOTA )

COUNTY OF MAN ()

()

The foregoing instrument was acknowledged before me this 6 day of A?ML, we by Hendrie C. Grant, President of Hendrie Grant Lending VII, Inc

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Hendrie Grant Lending, VII, Inc 664 Montcalm Pl St Paul MN 55116 hendriegrant@hotmail.com SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

