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(Top 3 inches reserved for recording data)

MORTGAGE

by **Business Entity**

MORTGAGE REGISTRY TAX DUE: \$ _____

DATE: _____

CHECK IF APPLICABLE: NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ENFORCEMENT OF THIS MORTGAGE IN MINNESOTA IS LIMITED TO A DEBT AMOUNT OF \$[...] UNDER CHAPTER 287 OF MINNESOTA STATUTES.

THIS MORTGAGE ("**Mortgage**") is given by Jay Olson as trustee of the **Arnold A Olson Trust Agreement dated October 24, 2007**, under the laws of **Minnesota**, and Jay Olson as trustee of the **Shirley A Olson Trust Agreement dated October 24, 2007** under the laws of **Minnesota**, as mortgager ("**Borrower**"), to **Otis Avenue, LLC, a Minnesota limited liability company** as mortgagee ("**Lender**"). In consideration of the receipt of **One Hundred Thousand and NO/100 Dollars (\$100,000.00)** (the "**Indebtedness**") from Lender, Borrower hereby mortgages, with power of sale, the real property in **Ramsey County, Minnesota**, legally described as follows:

e (r, y(r Os0 s :

See Attached Exhibit A

Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto (the "**Property**"), subject to the following exceptions:

- (a) Covenants, conditions, restrictions (without effective forfeiture provisions) and declarations of record, if any;
- (b) Reservations of minerals or mineral rights by the State of Minnesota, if any;
- (c) Utility and drainage easements which do not interfere with present improvements;
- (d) Applicable laws, ordinances, and regulations;
- (e) The lien of real estate taxes and installments of special assessments not yet due and payable; and
- (f) The following liens or encumbrances, if any: **None**

Borrower covenants with Lender as follows:

1. **Repayment of Indebtedness.** If Borrower (a) pays the Indebtedness to Lender according to the terms of the Promissory Note or other instrument of even date herewith that evidences the Indebtedness and all renewals, extensions, and modifications thereto (the "**Note**"), final payment of which is due on **March 1, 2019**; (b) pays interest on the Indebtedness as provided in the Note; (c) repays to Lender, at the times and with interest as specified, all sums advanced in protecting the lien of this Mortgage, if any; and (d) keeps and performs all the covenants and agreements contained herein, then Borrower's obligations under this Mortgage will be satisfied, and Lender will deliver an executed satisfaction of this Mortgage to Borrower. It is Borrower's responsibility to record any satisfaction of this Mortgage at Borrower's expense.

2. **Statutory Covenants.** Borrower makes and includes in this Mortgage the following covenants and provisions set forth in Minn. Stat. 507.15, and the relevant statutory covenant equivalents contained therein are hereby incorporated by reference:

- (a) To warrant the title to the Property;
- (b) To pay the Indebtedness as herein provided;
- (c) To pay all taxes;
- (d) That the Property shall be kept in repair and no waste shall be committed;
- (e) To pay principal and interest on prior mortgages (if any).

3. **Additional Covenants and Agreements of Borrower.** Borrower makes the following additional covenants and agreements with Lender:

(a) Borrower shall keep all buildings, improvements, and fixtures now or later located on all or any part of the Property (collectively, the "**Improvements**") insured against loss by fire, lightning, and such other perils as are included in a standard all-risk endorsement, and against loss or damage by all other risks and hazards covered by a standard extended coverage insurance policy, including, without limitation, vandalism, malicious mischief, burglary, theft, and if applicable, steam boiler explosion. Such insurance shall be in an amount no less than the full replacement cost of the Improvements, without deduction for physical depreciation. If any of the Improvements are located in a federally designated flood prone area, and if flood insurance is available for that area, Borrower shall procure and maintain flood insurance in amounts reasonably satisfactory to Lender. Borrower shall procure and maintain liability insurance against claims for bodily injury, death, and property damage occurring on or about the Property in amounts reasonably satisfactory to Lender and naming Lender as an additional insured, all for the protection of the Lender.

(b) Each insurance policy required pursuant to Paragraph 3(a) must contain provisions in favor of Lender affording all right and privileges customarily provided under the so-called standard mortgagee clause. Each policy must be issued by an insurance company or companies licensed to do business in Minnesota and acceptable to Lender. Each policy must provide for not less than ten (10) days written notice to Lender before cancellation, non-renewal, termination, or change in coverage. Borrower will deliver to Lender a duplicate original or certificate of such insurance policies and of all renewals and modifications of such policies.

(c) If the Property is damaged by fire or other casualty, Borrower must promptly give notice of such damage to Lender and the insurance company. In such event, the insurance proceeds paid on account of such damage will be applied to payment of the amounts owed by Borrower pursuant to the Note, even if such amounts are not otherwise then due, unless Borrower is permitted to make an election as described in the next paragraph. Such amounts first will be applied to unpaid accrued interest and next to the principal to be paid as provided in the Note in the inverse order of their maturity. Such payment(s) will not postpone the due date of the installments to be paid pursuant to the Note or change the amount of such installments. The balance of insurance proceeds, if any, will be the property of Borrower.

(d) Notwithstanding the provisions of Paragraph 3(c), and unless otherwise agreed by Borrower and Lender in writing, if (i) Borrower is not in default under this Mortgage (or after Borrower has cured any such default); (ii) the mortgagees under any prior mortgages do not require otherwise; and (iii) such damage does not exceed ten percent (10%) of the then assessed market value of the Improvements, then Borrower may elect to have that portion of such insurance proceeds necessary to repair, replace, or restore the damaged Property (the "**Repairs**") deposited in escrow with a bank or title insurance company qualified to do business in Minnesota, or such other party as may be mutually agreeable to Lender and Borrower. The election may only be made by written notice to Lender within sixty (60) days after the damage occurs; and the election will only be permitted if the plans, specifications,

and contracts for the Repairs are approved by Lender, which approval shall not be unreasonably withheld, conditioned, or delayed. If such a permitted election is made by Borrower, Lender and Borrower shall jointly deposit the insurance proceeds into escrow when paid. If such insurance proceeds are insufficient for the Repairs, Borrower shall, before the commencement of the Repairs, deposit into such escrow sufficient additional money to insure the full payment for the Repairs. Even if the insurance proceeds are unavailable or are insufficient to pay the cost of the Repairs, Borrower shall at all times be responsible to pay the full cost of the Repairs. All escrowed funds shall be disbursed in accordance with sound, generally accepted, construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be deposited by Borrower into such escrow before the commencement of the Repairs. Borrower shall complete the Repairs as soon as reasonably possible and in a good and workmanlike manner, and in any event the Repairs shall be completed by Borrower within one (1) year after the damage occurs. If, following the completion of and payment for the Repairs, there remains any undisbursed escrow funds, such funds shall be applied to payment of the amounts owed by Borrower under the Note in accordance with Paragraph 3(c).

(e) If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof must be applied to payment of the amounts due by Borrower to Lender under the Note as set forth in Paragraph 3(c), even if such amounts are not then due to be paid.

(f) Borrower will diligently complete all Improvements, if any, that may now or hereafter be under construction on the Property.

(g) Borrower will pay all dues, fees, or assessments, if any, which are due and payable by Borrower to any homeowners or similar association as a result of the Property's inclusion therein.

(h) Borrower will pay any other expenses and attorneys' fees incurred by Lender pursuant to the Note or as reasonably required for the protection of the lien of this Mortgage.

4. Payment by Lender. If Borrower fails to pay any amounts to be paid hereunder to Lender or any third parties, or to insure the Improvements, and deliver the policies as required herein, Lender may make such payments or secure such insurance. The sums so paid shall be additional Indebtedness, bear interest from the date of such payment at the same rate set forth in the Note, be an additional lien upon the Property, and be immediately due and payable upon written demand. This Mortgage secures the repayment of such advances.

5. Default. In case of default (i) in the payment of sums to be paid under the Note or this Mortgage, when the same becomes due, (ii) in any of the covenants set forth in this Mortgage, (iii) under the terms of the Note, or (iv) under any addendum attached to this Mortgage, Lender may declare the unpaid balance of the Note and the interest accrued thereon, together with all sums advanced hereunder, immediately due and payable without notice, and Borrower hereby authorizes and empowers Lender to foreclose this Mortgage by judicial proceedings or to sell the Property at public auction and convey the same in fee simple in accordance with Minn. Stat. Ch. 580, and out of the monies arising from such sale, to retain all sums secured hereby, with interest and all legal costs and charges of such foreclosure and the maximum attorneys' fees permitted by law, which costs, charges, and fees Borrower agrees to pay.

6. Governing Law; Severability. This Mortgage shall be governed by the laws of Minnesota. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision.

7. Additional Terms. *Check this box* if Minnesota Uniform Conveyancing Blank 20.2.1 or any other addendum (either one or more) containing additional terms and conditions is attached to this Mortgage. If the foregoing box is not checked, then this Mortgage shall not contain any such additional terms and conditions. The number of additional attached pages is **three (3)**. Terms of this Mortgage will run with the Property and bind the parties hereto and their successors in interest.

Note: Remainder of page left blank, signature page follows.

Borrower

Arnold A Olson Trust Agreement dated October 24, 2007, under the laws of Minnesota

By: [Signature]
Jay Olson
Its: Trustee

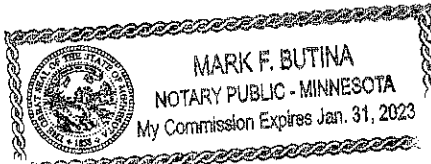
Shirley A Olson Trust Agreement dated October 24, 2007, under the laws of Minnesota

By: [Signature]
Jay Olson
Its: Trustee

State of Minnesota, County of Anoka

This instrument was acknowledged before me on September 24th, 2018, by Jay Olson as Trustee of the Arnold A Olson Trust Agreement dated October 24, 2007, under the laws of Minnesota.

t
(Stamp)



[Signature]
(signature of notarial officer)
Title (and Rank): Personal Banker
My commission expires: 1-31-2023
(month/day/year)

State of Minnesota, County of _____

This instrument was acknowledged before me on September _____, 2018, by Jay Olson as Trustee of the Shirley A Olson Trust Agreement dated October 24, 2007, under the laws of Minnesota.

(Stamp)

(signature of notarial officer)
Title (and Rank): _____
My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:

Cameron R. Kelly
Lommen Abdo, P.A.
210 Grandview Professional Building
400 South Second Street
Hudson, WI 54016
(715) 381-7112

Note: Failure to record or file this mortgage may give other parties priority over this mortgage.

Exhibit A
Legal Description

Lot 2, Block 20, Desnoyer Park,

The Northwesterly 10 feet of Lot 3, Block 20, Desnoyer Park, together with that part of the Southwesterly half of the vacated alley accruing to said lots.

and

The Easterly ½ of Lot 36, and all of Lot 35, Block 20, Desnoyer Park, together with that part of Northeasterly half of the vacated alley accruing to said lots.

MORTGAGE ADDENDUM

THIS MORTGAGE ADDENDUM (this "Addendum") is attached to and made a part of that certain Mortgage dated **September** __, 2018, between Jay Olson, as trustee of the **Arnold A Olson Trust Agreement dated October 24, 2007**, under the laws of **Minnesota**, and Jay Olson as trustee of the **Shirley A Olson Trust Agreement dated October 24, 2007** under the laws of **Minnesota**, as ("**Borrower**"), and **Grand End, LLC, a Minnesota limited liability company**, as ("**Lender**").

The terms and conditions contained in this Addendum supersede any provisions of the Mortgage which conflict with such terms and conditions. Unless defined in this Addendum, all capitalized terms have the same meaning as in the Mortgage. Only those provisions checked only in the "Yes" column below shall be included in the Mortgage, but thereafter, such provisions shall be fully incorporated therein.

Yes No

A. **Transfer Restrictions.** Borrower may not sell, assign, or otherwise transfer all or any part of Borrower's interest in the Property, and, if Borrower is an entity, a controlling interest in Borrower may not be transferred without the written consent of Lender, which consent:

(check only
one box)

may be granted or withheld in the sole discretion of Lender.
may not be unreasonably withheld, conditioned, or delayed.

B. **Escrows.** In addition to the payments of principal and interest due under the Note, Borrower shall deposit monthly with Lender an amount equal to one-twelfth (1/12) of the annual real estate taxes, installments of special assessments, and insurance premiums with respect to the Property (the "**Escrow**"). The amount of the Escrow, when unknown, shall be estimated by Lender. The Escrow may be commingled but, except in event of default under this Mortgage or Note, shall be used by Lender only to pay real estate taxes, installments of special assessments, and insurance premiums with respect to the Property when due. If Lender fails to make such payments, Borrower may, at Borrower's option, pay any such delinquent amounts and deduct such amounts so paid from payments next coming due under the Note. If the balance deposited with Lender is insufficient to pay such real estate taxes, special assessments, and insurance premiums when due, Borrower shall promptly pay the deficiency to Lender upon written demand. In addition to the foregoing, in event of default under this Mortgage or Note, Lender may elect to apply the Escrow to the indebtedness.

C. **Revolving Line Of Credit.** This Mortgage secures a revolving line of credit under which advances, payments, and re-advances may be made from time to time. The maximum principal amount, excluding protective advances that may be secured by this Mortgage at any one time is **One Hundred Thousand and NO/100 Dollars (\$100,000.00)**.

D. **Hazardous Substances.** Except for small quantities stored and used in compliance with applicable law, Borrower shall not bring, store, generate, or treat hazardous substances, toxic wastes, or petroleum products on the Property. Borrower hereby indemnifies, defends, and holds Lender harmless from any and all claims, demands, actions, causes of action, liabilities or rights which may be asserted against Lender with respect to such substances, wastes, or products. This obligation shall survive the satisfaction or foreclosure of this Mortgage.

Note: This document must be attached to a mortgage and cannot be independently recorded.

E. **Borrower's Absolute Right To Rebuild.** *[Note: If you have checked the "Yes" box for this Paragraph E, do not check the "Yes" box for Paragraph F below. If both such boxes are checked, Paragraph 3(d) of the Mortgage shall be deemed unaltered.]* Paragraph 3(d) of this Mortgage is hereby deleted and is replaced by the following: If (i) Borrower is not in default under this Mortgage (or after Borrower has cured any such default) and (ii) the mortgagees under any prior mortgages do not require otherwise, then Borrower may elect to have that portion of such insurance proceeds necessary to repair, replace, or restore the damaged Property (the "**Repairs**") deposited in escrow with a bank or title insurance company qualified to do business in Minnesota, or such other party as may be mutually agreeable to Lender and Borrower. The election may only be made by written notice to Lender within sixty (60) days after the damage occurs; and the election will only be permitted if the plans, specifications, and contracts for the Repairs are approved by Lender, which approval shall not be unreasonably withheld, conditioned, or delayed. If such a permitted election is made by Borrower, Lender and Borrower shall jointly deposit the insurance proceeds into escrow when paid. If such insurance proceeds are insufficient for the Repairs, Borrower shall, before the commencement of the Repairs, deposit into such escrow sufficient additional money to insure the full payment for the Repairs. Even if the insurance proceeds are unavailable or are insufficient to pay the cost of the Repairs, Borrower shall at all times be responsible to pay the full cost of the Repairs. All escrowed funds shall be disbursed in accordance with sound, generally accepted, construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be deposited by Borrower into such escrow before the commencement of the Repairs. Borrower shall complete the Repairs as soon as reasonably possible and in a good and workmanlike manner, and in any event the Repairs shall be completed by Borrower within one (1) year after the damage occurs. If, following the completion of and payment for the Repairs, there remains any undisbursed escrow funds, such funds shall be applied to payment of the amounts owed by Borrower under the Note in accordance with Paragraph 3(c) of this Mortgage.

F. **No Right To Rebuild.** *[Note: If you have checked the "Yes" box for this Paragraph F, do not check the "Yes" box for Paragraph E above. If both such boxes are checked, Paragraph 3(d) of the Mortgage shall be deemed unaltered.]* Paragraph 3(d) of this Mortgage is hereby deleted.

G. **Security Interest.** This Mortgage shall constitute a security agreement with respect to all personal property owned by Borrower and located on or used in connection with the Property, and Borrower hereby grants Lender a security interest therein (the "**Security Interest**"). Borrower hereby consents to the filing of any and all financing statements which Lender may reasonably consider necessary or appropriate to perfect the Security Interest.

H. **Fixture Filing.** This Mortgage shall constitute a "fixture filing" against all of the Property that is or is to become fixtures, and the following information is provided so that this Mortgage shall comply with the requirements of the UCC for a mortgage instrument to be filed as a financing statement.

- (i) Name and Address of Borrower, as debtor: [...]
- (ii) Name and Address of Lender, as secured party: [...]
- (iii) The name of the record owner of the security is the debtor described above.
- (iv) Debtor is organized as a [...].
- (v) Debtor's jurisdiction of organization is [...].
- (vi) Debtor's organizational identification number is [...].

I. **Assignment Of Rents.** Borrower hereby absolutely and unconditionally assigns and transfers to Lender all of the rents, issues, profits, proceeds, and revenues of the Property, including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property (collectively, the "**Rents**"), regardless of to whom the Rents are otherwise payable. Borrower and Lender intend this assignment of Rents to constitute an absolute assignment and not an assignment for additional security only. Borrower hereby authorizes Lender to collect the Rents and hereby directs each tenant of the Property to pay such Rents to Lender or Lender's agents. However, prior to written notice from Lender to Borrower of a default under this Mortgage or Note, Borrower shall enjoy a license to collect and receive all Rents and shall apply the Rents to the sums secured by this Mortgage as required under the terms of the Note and may apply the balance of the Rents to Borrower's own account. Upon

delivery of written notice by Lender to Borrower of a breach by Borrower of any covenant or agreement in this Mortgage (and without the necessity of Lender entering upon and taking and maintaining full control of the Property in person, by agent, or by a court-appointed receiver), such license shall be revoked and Lender will immediately be entitled to possession of all Rents as the same become due and payable, including but not limited to Rents then due and unpaid.

Borrower agrees that upon receipt of notice of Borrower's breach, each tenant of the Property is authorized to pay Rents as directed by Lender without any liability on the part of any tenant to inquire further as to the existence of a default by Borrower. If Lender desires to direct tenants' payments of Rents, Lender may deliver payment instructions to tenants either personally, by mail, or by delivering payment instructions to each rental premises at the Property.

In addition to any rights granted under the terms of this Mortgage, Borrower irrevocably consents, and Lender will be entitled as a matter of right, to the appointment of a limited receiver (as defined in Minn. Stat. 576.21) without notice and without giving bond, and without regard to the solvency or insolvency of Borrower, waste, or adequacy of the security. The receiver will have all the rights, powers, and remedies provided by law (including without limitation the rights of receiver under Minn. Stat. 576.25, subd. 5 and Minn. Stat. 576.29, as each is amended). From appointment through any period of redemption, the receiver will: (i) collect the Rents; (ii) manage the Property so as to prevent waste; (iii) execute leases within or beyond the receivership; (iv) perform the terms of this Mortgage; and (v) apply the Rents to the payment of the expenses set forth in Minn. Stat. 576.25, subd. 5(d), to all expenses for maintenance of the Property, to the costs and expenses of the receivership, including attorneys' fees, and to the repayment of the indebtedness.

Lender or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be required to account only for those Rents actually received by Lender or the receiver. Lender shall not be liable to Borrower, anyone claiming under or through Borrower, or anyone having an interest in the Property by reason of anything done or left undone by Lender or the receiver under this Addendum.

Borrower hereby covenants that: (a) there is currently no other assignment of the Rents; (b) Borrower will not execute any instrument which would prevent Lender from exercising its rights pursuant to the assignment of rents in this Paragraph I; (c) at the time of execution of this Mortgage there has been no prepayment of any of the Rents of the Property for more than one month prior to the due dates of such Rents; and (d) Borrower will not hereafter collect or accept payment of any Rents of the Property more than one month prior to the due dates of such Rents.