

MORTGAGE

THIS MORTGAGE, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT made this 13th day of June, 2019, by HISTORIC SAINT PAUL CORPORATION, a Minnesota nonprofit corporation, doing business at 400 Landmark Center, 75 West 5th Street, Saint Paul, Minnesota 55102 (“Developer”), to LAND BANK TWIN CITIES, INC., a Minnesota nonprofit corporation, with an office located at 2401 Lowry Avenue NE, Suite 206, Minneapolis, Minnesota 55418 (“Lender”).

WITNESSETH: That Developer hereby mortgages and conveys to Lender the following described premises situated in the County of Ramsey, State of Minnesota, to wit:

See attached Exhibit A (“Qualifying Property”).

This Mortgage is given in consideration of and as security for the payment of the following: a) One Hundred Eighty Thousand Five Hundred and 00/100 Dollars (\$180,500.00) (the “Property Loan”), receipt of which is hereby acknowledged and which is made to provide acquisition, rehabilitation or new construction assistance to Developer to enable Developer to acquire, rehabilitate or construct a home located on the Qualifying Property, to be sold to a household with income at or below 115% of Median Family Income; b) any and all other loans, credit, financing, or amounts due and owing by Developer to Lender whether now existing or created hereafter, including any such financing made pursuant to the Master Credit Facility Agreement dated April 27, 2017, as amended by that certain Amendment to Master Credit Facility Agreement dated effective April 26, 2019 (collectively, the “Master Agreement”), or any other agreement, documentation or arrangement by and between Developer and Lender (the “Other Loans” together with the Property Loan, collectively referred to as the “Indebtedness”). The Property Loan is evidenced by a Promissory Note payable to the order of Lender and dated of even date herewith (the “Note”). According to the terms of the Note, the outstanding principal amount of the Property Loan will be due and payable on or before December 12, 2020, or upon the default by Developer in the performance of any covenant, term, or condition of the Master Agreement, whichever occurs first, unless otherwise stated in the Master Agreement or the Note.

Developer further covenants the following statutory covenants:

- (1) To warrant title to the Qualifying Property.
- (2) To pay the Indebtedness as herein provided.

- (3) To pay all real estate taxes on the Qualifying Property.
- (4) To keep the Qualifying Property in repair and not commit waste.
- (5) To keep any buildings on the Qualifying Property insured against loss by fire and other hazards in accordance with the terms of the Master Agreement.

Developer further covenants that the Qualifying Property is free from all liens, security interests and encumbrances except as listed in Exhibit B attached hereto; that Developer will warrant and defend the title to the Qualifying Property and the lien and priority of this Mortgage against all claims and demands of all persons whomsoever, whether now existing or hereafter arising, not listed in Exhibit B.

This Mortgage shall constitute a security agreement with respect to (and Developer hereby grants Lender a security interest in) all personal property and fixtures included in the Qualifying Property. Developer will from time to time, at the request of Lender, execute any and all financing statements covering such personal property and fixtures (in a form satisfactory to Lender) which Lender may reasonably consider necessary or appropriate to perfect its security interest.

From the date of its recording, this Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all goods constituting part of the Qualifying Property which are or are to become fixtures related to the real estate described herein. For this purpose, the following information is set forth:

- (1) Name and Address of Developer:
Historic Saint Paul Corporation
400 Landmark Center
75 West 5th Street
Saint Paul, Minnesota 55102
Attention: Executive Director
- (2) Organizational Identification Number: 1Q-578
- (3) Name and Address of Lender:
Land Bank Twin Cities, Inc.
2401 Lowry Avenue NE, Suite 206
Minneapolis, Minnesota 55418
Attention: President
- (4) This document covers goods which are or are to become fixtures.
- (5) The name of the record owner of the Qualifying Property is Developer described above.

THIS MORTGAGE SECURES AN OBLIGATION FOR THE CONSTRUCTION OF AN IMPROVEMENT ON LAND AND IS A CONSTRUCTION MORTGAGE.

If Developer pays Lender herein, its successors or assigns, the sum of the Property Indebtedness, when it becomes due according to the terms of the Master Agreement or any documents executed in connection therewith, then this Mortgage will be null and void, otherwise to remain in full force and effect. If Developer defaults in payment of said sum when due or in any of the covenants or agreements contained herein, then Lender may declare immediately due and payable the entire unpaid unforgiven principal balance together with interest thereon, if any,

and Lender, its successors and assigns, are hereby authorized and empowered to foreclose this Mortgage by action or advertisement, pursuant to the statutes of the State of Minnesota in such case made and provided, power being expressly granted to sell the Qualifying Property at public auction and convey the same to the purchaser in fee simple and, out of the proceeds arising from such sale, to pay the principal of the Note, any other amounts owing under the Master Agreement, and the Indebtedness together with all legal costs and charges of such foreclosure and the maximum attorney's fees permitted by law.

Lender prior to acceleration shall mail notice to Developer specifying: (1) the default; (2) the action required to cure such default; and (3) a date, not less than thirty (30) days from the date of the notice is mailed to Developer, by which failure to cure the default may result in acceleration of the sums secured by this Mortgage and sale of the Qualifying Property. The notice shall further inform Developer of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Developer to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale hereby granted and any other remedy permitted by applicable law. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Developer shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier of (i) sale of the Qualifying Property pursuant to the power of sale contained in this Mortgage, or (ii) a judgment enforcing this Mortgage, if: (a) Developer pays Lender all sums constituting the default actually existing under this Mortgage and the Note at the commencement of foreclosure proceedings under this Mortgage; (b) Developer cures all breaches of any other covenants or agreements of Developer contained in this Mortgage, (c) Developer pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Developer contained in this Mortgage and in enforcing Lender's remedies as provided herein, including, but not limited to, reasonable attorney's fees; and (d) Developer takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Qualifying Property and Developer's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Developer, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

If Developer fails to perform any of the covenants and agreements contained in this Mortgage and such failure is an Event of Default (as defined in the Master Agreement), or if any action or proceeding is commenced which affects the Qualifying Property or the interest of Lender therein, or the title thereto, then Lender, at Lender's option, may perform such covenants and agreements, defend against and/or investigate such action or proceeding, and take such other action as Lender deems necessary to protect Lender's interest. Lender shall be the sole judge of the legality, validity and priority of any claim, lien, encumbrance, tax, assessment, charge and premium paid by it and of the amount necessary to be paid in satisfaction thereof. Upon an occurrence and during the continuation of an Event of Default (as defined in the Master Agreement), Lender is hereby given the irrevocable power of attorney (which power is coupled with an interest and is irrevocable) to enter upon the Qualifying Property as Developer's agent in Developer's name to perform any and all covenants and agreements to be performed by Developer as herein provided. Any amounts or expenses disbursed or incurred by Lender pursuant to this paragraph, with interest thereon, shall become additional indebtedness of

Developer secured by this Mortgage. Unless Developer and Lender agree in writing to other terms of repayment, such amounts shall be immediately due and payable, and shall bear interest from the date of disbursement at the annual rate stated in the Note, unless collection from Developer of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Developer under applicable law.

DEVELOPER HEREBY: EXPRESSLY CONSENTS TO THE FORECLOSURE AND SALE OF THE QUALIFYING PROPERTY BY ACTION PURSUANT TO MINNESOTA STATUTES CHAPTER 581 OR, AT THE OPTION OF LENDER, BY ADVERTISEMENT PURSUANT TO MINNESOTA STATUTES CHAPTER 580, WHICH PROVIDES FOR SALE AFTER SERVICE OF NOTICE THEREOF UPON THE OCCUPANT OF THE QUALIFYING PROPERTY AND PUBLICATION OF SAID NOTICE FOR SIX WEEKS IN THE COUNTY IN MINNESOTA WHERE THE QUALIFYING PROPERTY IS SITUATED; ACKNOWLEDGES THAT SERVICE NEED NOT BE MADE UPON DEVELOPER PERSONALLY UNLESS DEVELOPER IS AN OCCUPANT AND THAT NO HEARING OF ANY TYPE IS REQUIRED IN CONNECTION WITH THE SALE; AND EXCEPT AS MAY BE PROVIDED IN SAID STATUTES, EXPRESSLY WAIVES ANY AND ALL RIGHT TO PRIOR NOTICE OF SALE OF THE QUALIFYING PROPERTY AND ANY AND ALL RIGHTS TO A PRIOR HEARING OF ANY TYPE IN CONNECTION WITH THE SALE OF THE QUALIFYING PROPERTY.

DEVELOPER ACKNOWLEDGES THAT IT IS REPRESENTED BY LEGAL COUNSEL; THAT BEFORE SIGNING THIS MORTGAGE THIS SECTION AND DEVELOPER'S CONSTITUTIONAL RIGHTS WERE FULLY EXPLAINED BY SUCH COUNSEL; AND THAT DEVELOPER UNDERSTANDS THE NATURE AND EXTENT OF THE RIGHTS WAIVED HEREBY AND THE EFFECT OF SUCH WAIVER.

Unless otherwise defined, capitalized terms shall have the meanings ascribed to them in the Master Agreement.

This Mortgage, the Master Agreement and Note shall be construed according to the laws of the State of Minnesota.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Developer has caused this Mortgage to be duly executed as of the day and year first-above written.

Developer:

HISTORIC SAINT PAUL CORPORATION,
a Minnesota nonprofit corporation

By: [Signature]
Name: Carol Carey
Its: Executive Director

STATE OF MINNESOTA)
)ss.
COUNTY OF Ramsey

The foregoing instrument was acknowledged before me this 13 day of June, 2019, by Carol Carey, the Executive Director of Historic Saint Paul Corporation, a Minnesota nonprofit corporation, on behalf of said corporation.



[Signature]
Notary Public

This instrument was drafted by:
MESSERLI & KRAMER P.A. (MRJ)
1400 Fifth Street South
100 South Fifth Street
Minneapolis, Minnesota 55402
(612) 672-3600