



**A. Settlement Statement (HUD-1)**

<b>B. Type of Loan</b>				6. File Number:	7. Loan Number:	8. Mortgage Insurance Case Number:
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins.		526159		
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.					
<b>C. Note:</b> This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[p.o.c.]" were paid outside the closing. They are shown here for informational purposes and are not included in the totals.						
<b>D. Name &amp; Address of Borrower:</b> COMMUNITY ENHANCEMENT GROUP, LLC 774 UNIVERSITY AVE W SAINT PAUL, MN 55104		<b>E. Name &amp; Address of Seller:</b> TWIN CITIES COMMUNITY LAND BANK LLC 615 1ST AVE NE SUITE 410 MINNEAPOLIS, MN 55413		<b>F. Name &amp; Address of Lender:</b> TWIN CITIES COMMUNITY LAND BANK LLC 615 1ST AVENUE NORTHEAST SUITE 410 MINNEAPOLIS, MN 55413		
<b>G. Property Location:</b> 544 MINNEHAHA AVENUE WEST SAINT PAUL, MN 55103 (RAMSEY) (35-29-23-22-0235)		<b>H. Settlement Agent:</b> LAND TITLE RESIDENTIAL DEPT., 2200 COUNTY ROAD C WEST, SUITE 2203, ROSEVILLE, MN 55113 (651)938-1900	<b>I. Settlement Date:</b> 10/9/2015			
		<b>Place Of Settlement:</b> RESIDENTIAL DEPT., 2200 COUNTY ROAD C WEST, SUITE 2205, ROSEVILLE, MN 55113 (651)938-1900				

<b>J. Summary of Borrower's Transaction</b>		<b>K. Summary of Seller's Transaction</b>	
<b>100. Gross Amount Due From Borrower</b>		<b>400. Gross Amount Due To Seller</b>	
101. Contract sales price	\$9,192.08	401. Contract sales price	\$9,192.08
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower (line 1400)	\$4,332.25	403.	
104. Balance for Construction to LTI Construction Disbursing	\$128,276.67	404.	
105.		405.	
<b>Adjustments for items paid by seller in advance</b>		<b>Adjustments for items paid by seller in advance</b>	
105. City/town taxes 10/9/2015 to 1/1/2016		405. City/town taxes 10/9/2015 to 1/1/2016	
107. County taxes 10/9/2015 to 1/1/2016		407. County taxes 10/9/2015 to 1/1/2016	
108. Assessments 10/9/2015 to 1/1/2016		408. Assessments 10/9/2015 to 1/1/2016	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
<b>120. Gross Amount Due From Borrower</b>	<b>\$141,800.00</b>	<b>420. Gross Amount Due To Seller</b>	<b>\$9,192.08</b>
<b>200. Amounts Paid By Or In Behalf Of Borrower</b>		<b>500. Reductions In Amount Due To Seller</b>	
201. Deposit or Earnest Money		501. Excess deposit (see instructions)	
202. Principal amount of new loan	\$140,000.00	502. Settlement Charges to Seller (line 1400)	
203. Existing loan taken subject to		503. Existing loan taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
<b>Adjustments for items unpaid by seller</b>		<b>Adjustments for items unpaid by seller</b>	
210. City/town taxes 1/1/2015 to 10/9/2015		510. City/town taxes 1/1/2015 to 10/9/2015	
211. County taxes 1/1/2015 to 10/9/2015		511. County taxes 1/1/2015 to 10/9/2015	
212. Assessments 1/1/2015 to 10/9/2015		512. Assessments 1/1/2015 to 10/9/2015	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
<b>220. Total Paid By/For Borrower</b>	<b>\$140,000.00</b>	<b>520. Total Reduction Amount Due Seller</b>	
<b>300. Cash At Settlement From/To Borrower</b>		<b>600. Cash At Settlement To/From Seller</b>	
301. Gross Amount Due From Borrower (line 120)	\$141,800.00	601. Gross Amount Due To Seller (line 420)	\$9,192.08
302. Less Amounts Paid By/For Borrower (line 220)	\$140,000.00	602. Less Deduction in Amt. Due To Seller (line 520)	
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$1,800.00	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	\$9,192.08

L. Settlement Charges		
703. Total Real Estate Broker Fees	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of Commission (line 703) as follows:		
701. to		
702. to		
703. Commission paid at Settlement		
704.		
<b>800. Items Payable in Connection With Loan</b>		
801. Cur origination charge \$1,400.00 (from GFE #1)		
802. Your credit or charge (points) for the specific interest rate chosen (from GFE #2)		
803. Your adjusted origination charges (from GFE A)	\$1,400.00	
804. Appraisal Fee (from GFE #3)		
805. Credit Report (from GFE #3)		
806. Tax service to Twin Cities Community Land Bank LLC (from GFE #3)		
807. Flood certification to Twin Cities Community Land Bank LLC (from GFE #3)		
808. Inspection Fee to Twin Cities Community Land Bank LLC	\$150.00	
809. Draw Fee to Twin Cities Community Land Bank LLC	\$250.00	
<b>900. Items Required By Lender To Be Paid In Advance</b>		
901. Interest (from GFE #10)		
902. Mortgage Insurance Premium (from GFE #3)		
903. Homeowner's insurance (from GFE #11)		
<b>1000. Reserves Deposited With Lender</b>		
1001. Initial deposit for your escrow account (from GFE #9)		
1002. Homeowner's insurance 12.00 months @ per month		
1003. Mortgage insurance 12.00 months @ per month		
1004. Property taxes 12.00 months @ \$ per month		
1007. Aggregate Adjustment		
<b>1100. Title Charges</b>		
1101. Title services and lender's title insurance (from GFE #4)	\$1,470.00	
1102. Settlement or closing fee to		
1103. Owner's title insurance to Land Title (from GFE #5)	\$100.00	
1104. Lender's title insurance to Land Title \$420.00		
1105. Lender's title policy limit \$140,000.00		
1106. Owner's title policy limit \$9,192.08		
1107. Agent's portion of the total title insurance premium to Land Title \$426.40		
1109. Underwriter's portion of the total title insurance premium to Stewart Title Guaranty Company \$93.60		
1109. Disbursing Fee to Land Title \$350.00		
1110. Priority Pictures to Land Title \$100.00		
<b>1200. Government Recording and Transfer Charges</b>		
1201. Government recording charges (from GFE #7)	\$92.00	
1202. Deed \$46.00 Mortgage \$46.00 Releases \$		
1203. Transfer taxes (from GFE #8)	\$36.25	
1204. City/County tax/stamps Deed \$ Mortgage \$		
1205. State tax/stamps Deed \$31.25 Mortgage \$		
1206. Conservation Fee to Land Title Recording (a recording) \$5.00		
<b>1300. Additional Settlement Charges</b>		
1301. Required services that you can shop for (from GFE #6)		
1302. Survey		
1303. Pest Inspection		
1305. 2015 2nd 1/2 Tax to Ramsey County	\$834.00	
1306. Vacant Building Registration Fee - Deferred by City of St. Paul		
<b>1400. Total Settlement Charges (enter on line 103, Section J and 502, Section K)</b>	<b>\$4,332.25</b>	<b>\$0.00</b>

**SUBJECT MATTER FROM 100% SELLER STATEMENT.** The information contained in Boxes E, H and I and on the 401 (or, if 401 is not used, from 403 and 404), 405, 407 and 408-412 (applicable part of buyer's and seller's tax returns) is reported in the Seller's Statement and is being limited to the Internal Revenue Service. If you are required to file a return, a response penalty or other sanction will be imposed on you if the information is not reported and the IRS determines that it has not been reported. **SELLER'S DISCLOSURE.** If this real estate was your principal residence, do not check the box for "Principal Residence, for at least one year, with your state tax return." For other transactions, complete the applicable part of form 4797, Form 6252 and/or Schedule D (Form 1041). You are required to provide Form 1001 with your correct taxpayer identification number. If you do not provide Form 1001, you may be subject to civil or criminal penalties.

**WARNING:** It is a crime to knowingly make false statements to the United States on this or any other white form. Penalties upon conviction can include a fine or imprisonment. For details see Title 18, US Code Section 1001 and Section 1010.

**SELLERS**  
 Twin Cities Community Land Bank LLC  
 By: *[Signature]*  
 Sara L. Oates  
 Title: President and Chief Manager

**BORROWERS**  
 Community Enhancement Group, LLC  
 By: *[Signature]*  
 Title: President

**DATE SIGNED**  
 10/9/2015

I have carefully reviewed the HUD-1 Settlement Statement and the deed and all documents made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

**SELLERS AND/OR BORROWERS STATEMENT:** Seller and Borrower/Buyer acknowledge herein that the Seller's Statement and the Buyer's Statement are true and correct to the best of their knowledge and belief and that they are not aware of any other information that would affect the accuracy of the Seller's Statement or the Buyer's Statement. The Seller and Borrower/Buyer agree to provide all information requested by the Seller and Borrower/Buyer in the HUD-1 Settlement Statement and to provide all information requested by the Seller and Borrower/Buyer in the HUD-1 Settlement Statement. The Seller and Borrower/Buyer agree to provide all information requested by the Seller and Borrower/Buyer in the HUD-1 Settlement Statement and to provide all information requested by the Seller and Borrower/Buyer in the HUD-1 Settlement Statement.

The parties have read the above and acknowledge that the information herein is true and correct to the best of their knowledge and belief and that they are not aware of any other information that would affect the accuracy of the Seller's Statement or the Buyer's Statement. The Seller and Borrower/Buyer agree to provide all information requested by the Seller and Borrower/Buyer in the HUD-1 Settlement Statement and to provide all information requested by the Seller and Borrower/Buyer in the HUD-1 Settlement Statement.

(Top 3 inches reserved for recording data)

**WARRANTY DEED**

**Business Entity to Business Entity**

eCRV number: \_\_\_\_\_

DEED TAX DUE: \$ \_\_\_\_\_

DATE: \_\_\_\_\_

FOR VALUABLE CONSIDERATION, Twin Cities Community Land Bank LLC, a Minnesota non-profit limited liability company ("Grantor"), hereby conveys and warrants to Community Enhancement Group, LLC, a Minnesota limited liability company ("Grantee"), real property in Ramsey County, Minnesota, legally described as follows:

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, subject to the following exceptions:

Check applicable box:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed.  
(If electronically filed, insert WDC number: \_\_\_\_\_.)
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor:

Twin Cities Community Land Bank LLC

By: Sandra L. Oakes  
Sandra L. Oakes, President and Chief Manager

State of Minnesota, County of Hennepin

This instrument was acknowledged before me on 8<sup>th</sup> day of October, 2015, by Sandra L. Oakes, President and Chief Manager of Twin Cities Community Land Bank LLC, a Minnesota non-profit limited liability company.

(Stamp)



Heidi Varghese  
(signature of Notary officer)

Title (and Rank): \_\_\_\_\_

My commission expires: 1/31/2020  
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:

Land Title, Inc.  
Residential Dept., 2200 County Road C West, Suite 2205  
Roseville, MN 55113

LT File No. 526159

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:

Community Enhancement Group, LLC  
774 University Ave W  
Saint Paul, MN 55104

**WARRANTY DEED**  
**Business Entity to Business Entity**

**LTI File No. 526159**

**EXHIBIT A**

Lot 49, Block 3, Smith Subdivision of Block 3, of Stinson's Division of the Northwest ¼, Section 36, Township 29, Range 23 West, Ramsey County, Minnesota.

## Closing Acknowledgement

LT File No. 526159

Property Address: 544 Minnehaha Avenue West, Saint Paul, MN 55103

### COMPLIANCE AGREEMENT:

The undersigned hereby agree to cooperate with any representatives of the lender or Land Title, Inc. regarding any reasonable requests made subsequent to closing to correct errors made concerning this transaction or provide any and all additional documentation deemed necessary by the Lender or Land Title, Inc. to effect this transaction and make the loan marketable or insurable. The undersigned further agree that "to cooperate" as used in this agreement includes but is not limited to, the agreement by the undersigned to execute or re-execute any documents which the Lender or Land Title, Inc., in the ordinary course of business, deem necessary or desirable to complete this transaction, market the loan, and insure the title to the real property. However, the parties hereby understand that the Sellers listed in the document, if any, are not responsible for performing any duties or obligations of the Buyers/Borrowers in this transaction and the Buyers/Borrowers are not responsible for performing any such duties or obligations of the Sellers, if any. The undersigned and Land Title, Inc. hereby further agree that in the event this agreement is enforced, or attempted to be enforced by judicial process, the prevailing party or parties, is or are entitled to all reasonable costs, disbursements and attorney's fees incident thereto, from non-prevailing party or parties.

### FINAL WATER/SEWER BILL:

The undersigned Sellers of the above mention property do hereby acknowledge that there are no delinquent water and/or sewer charges currently a lien on the property. The Sellers further state that they will make arrangements with the Water Department to have a final reading made on the water meter. The Sellers assume full responsibility for the final water and/or sewer bill and agree to pay it promptly to prevent it from becoming a lien on the property. The undersigned Sellers and Buyers acknowledge that Land Title, Inc. makes no representations as to the status of the water and sewer charges against the property reference above. They further agree to hold Land Title, Inc. and its agents harmless from any loss, damages or expenses, which may result from a water or sewer delinquency.

### WELL AND SEPTIC DISCLOSURE AND INDEMNITY:

In compliance with Minnesota Statutes, the undersigned do certify that there  
ARE \_\_\_\_\_, ARE NOT \_\_\_\_\_, any wells on the above reference property  
( \_\_\_\_\_ Initial Here) ( \_\_\_\_\_ Initial Here)

If applicable, we the undersigned release Land Title, Inc. and its underwriter from any and all consequences of Minnesota Statutes Sec. 115.55 pertaining to individual sewage treatment systems.

( \_\_\_\_\_ Buyer(s) Initial Here) ( \_\_\_\_\_ Seller(s) Initial Here)

### LEGAL DISCLOSURES:

The undersigned further acknowledge receipt of the following two disclosures required by MN Statute 507.45 at least five business days prior to closing: (1) You are informed a closing fee will be charged in the amount of (Buyer)/ (Seller). (2) Land Title, Inc., its agent, acting as real estate closing agent in the above transaction, has not and, under applicable state law, may not express opinions regarding the legal effect of the closing documents or of the closing itself.

**HOMESTEAD STATUS/APPLICATION:**

The undersigned Sellers of the above mentioned property do hereby certify that property taxes for the current year are FULL \_\_\_\_\_ NON \_\_\_\_\_ HOMESTEAD classification  
( \_\_\_\_\_ Initial Here) ( \_\_\_\_\_ Initial Here)

The Buyers understand and take the responsibility for homesteading property immediately after closing and upon occupying the property.

Date: \_\_\_\_\_

**BUYER:**

Community Enhancement Group, LLC

By:   
Benjamin Jackson, President

Email address: benj524@gmail.com

Email address:

Closing Documents  CD or  Emailed

**SELLER:**

Twin Cities Community Land Bank LLC

By:   
Sandra L. Oakes, President and Chief Manager

Email address: tracey.luby@tcclandbank.org

Email address:

Closing Documents  CD or  Emailed



# Construction Draw File Requirements

Closer: Nancy MacLeod

Date: \_\_\_\_\_

LT File No.: 526159

_____	Sworn construction statement
_____	HUD
YES      NO	Priority?
_____	Marked up title commitment or last tract check results
_____	Completed Closer draw file worksheet for new files
_____	Disbursing Agreement

Please email to [disbursingdept@landtitleinc.com](mailto:disbursingdept@landtitleinc.com)

<b>Lender</b>		
Contact Person:	Heidi Varghese 612-238-8759	Justine Beran 612-799-3217
Phone Number:	Twin Cities Community Land Bank	Twin Cities Community Land Bank
Fax Number:	<a href="mailto:paula.port@tcclandbank.org">paula.port@tcclandbank.org</a>	<a href="mailto:justine.beran@tcclandbank.org">justine.beran@tcclandbank.org</a>
Email Address:	615 First Avenue NE, Suite 410	615 First Avenue NE, Suite 410
	Minneapolis, MN 55413	Minneapolis, MN 55413

**Contractor**

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Homeowner**

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

benj524@gmail.com, nawal.mnoor@gmail.com  
nieta@gmail.com



28559-1122

## Construction Start Notification

LT File No.: 526159

Buyer/Borrower: Community Enhancement Group, LLC

Legal Description: See attached Exhibit A

The undersigned hereby understand and agree that no construction may begin on, nor any materials be supplied to, the above referenced property until the mortgage executed by the undersigned is recorded and clear priority photos are taken by Land Title, Inc.

When construction may begin, Land Title, Inc. will notify the undersigned at

Email address:

nawal.mn00r@gmail.com &

Phone #:

nieta@gmail.com

The undersigned would like to commence construction on the following date: \_\_\_\_\_

Pictures- Circle all that apply: Inside  Outside  Lot  Remodel  Started Construction

If inside pictures required how do we gain access?

Boarded up

Community Enhancement Group, LLC

By: \_\_\_\_\_

Benjamin Jackson, President

Date \_\_\_\_\_

Justine Beran 612-799-3217  
Twin Cities Community Land Bank  
[justine.beran@tcclandbank.org](mailto:justine.beran@tcclandbank.org)  
615 First Avenue NE, Suite 410  
Minneapolis, MN 55413

Heidi Varghese 612-238-8759  
Twin Cities Community Land Bank  
[paula.port@tcclandbank.org](mailto:paula.port@tcclandbank.org)  
615 First Avenue NE, Suite 410  
Minneapolis, MN 55413

**Exhibit A**

**Lot 49, Block 3, Smith Subdivision of Block 3, of Stinson's Division of the Northwest ¼,  
Section 36, Township 29, Range 23 West, Ramsey County, Minnesota.**

## Construction Draw Disbursement Procedures

**\*\* Please initial each of the procedures as you read and understand them \*\***

1. \_\_\_\_\_ Submit signed draw request to lender, itemizing who to pay and where to send the payment. A final total should be included on the request. Please forward copies to Land Title, Inc. The more information given will help expedite the procedure.
2. \_\_\_\_\_ Land Title Inc. will order a tract search from the county to search for mechanic's liens and your lender may need to order an inspection. Please allow several days for this procedure.
3. \_\_\_\_\_ Land Title must receive all lien waivers from prior draws before any checks for the current draw will be sent out. Please communicate this to your subcontractors. Land Title will try to obtain the lien waivers from the sub-contractors, but it is ultimately the responsibility of the borrower or general contractor.
4. \_\_\_\_\_ Please submit an invoice for each subcontractor to be paid: name, address, phone number, fax number, and the amount to be paid are all very important. If the borrower is being reimbursed for materials, Land Title will need lien waivers/paid receipts to show the actual dollar amount that was paid out. The lien waivers must be filled out completely and they must be legible.
5. \_\_\_\_\_ Once the tract search from the county and the funds from the lender are received, Land Title will issue the disbursement checks.
6. \_\_\_\_\_ If you exceed 5 draws, we will be collecting \$100.00 per draw starting with the 6th draw. The \$100.00 will be collected as part of the draw. If you want to pay it separately from the draw, you will need to let the Disbursing Agent know, otherwise it will be added to draw #6, draw #7, etc.
7. \_\_\_\_\_ At the time of your final closing you will need to bring a certificate of occupancy, a final sworn construction statement and any outstanding lien waivers.

If you have any questions, please contact the Construction Disbursing Department by phone at 651-638-1900 or by fax at 651-287-2443. Thank you.

Borrower's Signature: \_\_\_\_\_

Closer's Signature: \_\_\_\_\_

Nancy MacLeod

**INDEMNITY AGREEMENT**

LT File Number: 526159

\$Type here

**HOLD HARMLESS AGREEMENT** by and between Community Enhancement Group, LLC (hereafter called Indemnitor) and Stewart Title Guaranty Company (the Company), WITNESSETH:

WHEREAS, the Indemnitor has requested the Company to issue its policies of title insurance insuring an interest in or title to the real estate in Ramsey County, Minnesota described in commitment issued by the Company and herein as follows:

See attached Exhibit A.

WHEREAS, the Company is unwilling to issue such policies unless exception is made for the following matters (hereafter referred to as the Exception):

any liens for labor and/or materials.

WHEREAS, the Indemnitor has offered to indemnify the Company if the Company will insure against loss which may result from the Exception.

WHEREAS, the Indemnitor recognizes that the Company, in the normal course of its business, may be asked to issue additional policies in the future which will afford the named insured in those policies the same protection.

NOW, THEREFORE, to induce the Company to issue its policies insuring an interest in or title to the real estate referred to above, which policies will, in consideration of this agreement and at the request of the Indemnitor, indemnify the named insured against loss which may result from the Exception.

The Indemnitor hereby indemnifies and agrees to hold the Company harmless from all liability, loss or damage of any nature, including attorneys' fees and expenses incurred in enforcing this agreement which the Company may sustain resulting from the issuance, either now or in the future, of policies of title insurance which indemnify the named insured in the policies against loss that may result from the exception.

The Indemnitor further agrees to do whatever is required by the Company to remove said Exception on demand at no cost to the Company.

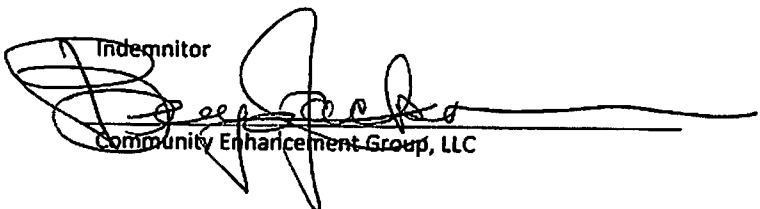
The conditions, covenants, and terms of this agreement are attached hereto and incorporated herein by reference.

An escrow fee of \$\_\_\_\_\_ will be charged for this service by Land Title, Inc..

IN WITNESS WHEREOF, the parties have executed this agreement and affixed their respective seals, either in person or by their duly authorized officers or agents, this \_\_\_\_\_.

The Company  
Stewart Title Guaranty Company

By: \_\_\_\_\_

Indemnitor  
  
Community Enhancement Group, LLC

1. The Indemnitor agrees that if at any time the Company deems itself insecure it may, in its sole discretion, without notice to the Indemnitor, pay, satisfy, compromise or do any other act necessary to obtain a release or discharge of the Exception to the title and in doing so may use any or all of the collateral, if any, deposited with the Company as security.
2. If the company shall sustain a loss either because no collateral was deposited or the collateral was insufficient, the Indemnitor shall become indebted to the Company in an amount equal to the loss sustained by the Company and agrees to repay the Company that amount on demand, together with interest thereon at the rate of 8% per annum from the date of demand. The Indemnitor hereby authorizes and empowers the Company to advance and pay any sums necessary to obtain a discharge of satisfaction of the Exception to the title, and specifically authorizes the company to sell any collateral deposited with the Company as security.
3. When, in the opinion of the company, the title to the real estate is no longer subject to the Exception, the company agrees to return to the Indemnitor all collateral deposited with the Company, except for that portion which may have been used as provided herein.
4. The Indemnitor agrees that the Company may, in its discretion, report to its proposed insured the existence of the matters set forth as the Exception to the title. If the insurance which the Company shall make available to its proposed insured is not satisfactory to its insured, the Company shall be under no obligation to issue such a policy of title insurance.
5. In this agreement, wherever the context so requires, the singular number includes the plural, and where there is more than one person included as the Indemnitor the obligations of this agreement shall be binding on all such persons jointly and severally.
6. This agreement shall inure to and bind the successors and assigns of the parties hereto.
7. If the Indemnitor fails to take such steps, as in the opinion of the Company are necessary to remove the matters set forth herein as an Exception to the title to the real estate on or before the agreed date as provided herein, the Company is authorized in its own discretion to take whatever steps, including but not limited to the commencement of legal action or payment of money, that it determines necessary to remove said matters and the Indemnitor shall be indebted to and shall reimburse the Company for all costs and charges, including attorney's fees, incurred by the company in causing the Exception to be removed, and all costs, charges and attorney's fees incurred in enforcing this agreement.
8. The Company shall have the right to select and approve Counsel who may be retained by the Company of the Indemnitor to defend any action brought by any party as a result of the Company issuing its policy without showing said Exception, or insuring over said exception, or any counsel retained by the Company or Indemnitor to bring any action or to perform any work to correct the matters shown in the Exception, and Indemnitor agrees to pay the Counsel so selected or approved by the Company.
9. If any provision of this agreement be held to be void or unenforceable under laws of any place governing its construction or enforcement, this agreement shall not be void or vitiated thereby, but shall be construed to be in force with the same effect as though such provisions were omitted.
10. If an Indemnitor be not bound hereunder for any reason, this agreement shall still be binding upon the other Indemnitors.
11. Written notice shall be deemed to have been duly served if delivered to the person or to a member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by Registered Mail to the address shown herein.

**INDEMNITY AGREEMENT**

**LT File No. 526159**

**EXHIBIT A**

**Lot 49, Block 3, Smith Subdivision of Block 3, of Stinson's Division of the Northwest ¼, Section 36, Township 29, Range 23 West, Ramsey County, Minnesota.**