

## ADDENDUM TO PURCHASE AGREEMENT: TITLE ISSUES

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**WARNING TO SELLER AND BUYER:** The issues in this Addendum generally require the assistance of a lawyer with experience in real estate title law. If you do not understand the terms of this Addendum, do not sign it until you have been advised by your lawyer.

1 This Addendum is a continuation of the Purchase Agreement dated October 7, 2019 by  
2  
3 and between William Joseph Stuff as Seller, and  
4  
5 Hassan Mohamud, as Buyer, for property located at:  
6  
7 897 Sherburne Avenue, St. Paul, Ramsey County, Minnesota

8 This addendum modifies the provisions of Paragraph 6 of M.S.B.A. Real Property Form No. 1, MINNESOTA STANDARD  
9 RESIDENTIAL PURCHASE AGREEMENT. Seller discloses that Seller will deliver good and marketable title of record to Buyer  
10 at closing subject to:

11 *[Check and initial each term that applies to this Purchase Agreement. Use attachments and supplemental sheets to provide*  
12 *complete disclosure.]*

13  **Encumbrances.** *[Describe each encumbrance or lien. Do not list the liens for property taxes or special assessments as those are*  
14 *covered in Paragraph 7 of the Purchase Agreement. Attach a photocopy of each note and mortgage, contract for deed, or lien instrument*  
15 *that will not be paid, released, or satisfied before or at closing.]*

16 Mortgage dated March 12, 2012, between Lender Highland Bank, Bloomington, Minnesota, and Daniel J. Lallas, Lindsey Lallas, and William  
17 Stuff has been recorded without subsequent satisfaction. Mr. Stuff did not participate in the transaction and will assert his defenses related  
18 to enforcement of the lien to the extent necessary to allow transfer to title.

19 *[Check here if Buyer is assuming an encumbrance:]*

20  **Assumption of Encumbrances.** M.S.B.A. Real Property Form No. 7, FINANCING ADDENDUM FOR ASSUMPTION, is  
21 attached to the Purchase Agreement.

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23  **Reservation of any mineral rights by the State of Minnesota.** There *[select one]* has / has not been any mining activity  
24 on the property. *[If there has been mining activity, describe in detail:]*

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28  **Utility, drainage, and other easements.** *[Describe easements in detail; attach copies of the easement instruments; and attach*  
29 *a copy of the plat, a survey, or other depiction.]*

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33 There are / are no improvement or structures within the easement areas. *[If there are, describe and depict on an attachment.]*

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35  **Covenants, conditions, or restrictions of any kind, as stated in a deed, in a declaration (without an**  
36 **association), or in another recorded instrument.** *[Attach copies.]*

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**Public Road or Right-of-Way.** *[Describe in detail. Attach sketch or copies of documents.]*

**Riparian Rights.** *[Describe in detail.]*

**Other title matters.** *[If there are tenants or other parties in possession use ADDENDUM TO PURCHASE AGREEMENT: TENANTS AND PARTIES IN POSSESSION, M.S.B.A. Real Property Form No. 20.]*

This Addendum is signed contemporaneously with the signing of the Purchase Agreement.

I agree to the terms and conditions set forth above.

I agree to the terms and conditions set forth above.

SELLER: William D. Huff 10-7-19  
(date)

BUYER: Rhonda M. Huff 10/7/19  
(date)

SELLER: \_\_\_\_\_  
(date)

BUYER: \_\_\_\_\_  
(date)

SUPPLEMENTAL PAGE

**MORTGAGE**  
(With Future Advance Clause)

**DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is March 12, 2012. The parties and their addresses are:

**MORTGAGOR:**

**DANIEL J. LALLAS**  
Spouse of Lindsey B. Lallas  
1034 Cleveland Avenue South #304  
Saint Paul, MN 55116-3816

**LINDSEY B. LALLAS**  
Spouse of Daniel J. Lallas  
1034 Cleveland Avenue South #304  
Saint Paul, MN 55116-3816

**WILLIAM J. STUFF**  
An Unmarried Person  
489 Sherburne Avenue  
Saint Paul, MN 55103-1944

**LENDER:**

**HIGHLAND BANK, A MINNESOTA CORPORATION**  
Organized and existing under the laws of Minnesota  
5270 West 84th Street, Suite 120  
Bloomington, MN 55437-1374

**1. SMALL BUSINESS ADMINISTRATION.** The Secured Debts secured by this lien were made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this Security Instrument, then under SBA regulations:

A. When SBA is the holder of the Note, this Security Instrument and all documents evidencing or securing the Secured Debts will be construed in accordance with federal law.

B. Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to the Secured Debts.

Any clause in this Security Instrument requiring arbitration is not enforceable when SBA is the holder of the Note secured by this Security Instrument.

**2. CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagee's performance under this Security Instrument, Mortgagee does hereby grant, bargain, convey, sell, mortgage and warrant to Lender, with the power of sale, the following described property:

Lot 33, Block 15, Smith's Subdivision of Simson's Division of the Northwest 1/4 of Section 36, Township 22, Range 23, Ramsey County, Minnesota.

The property is located in Ramsey County at 489 Sherburne Avenue, Saint Paul, Minnesota 55103-1944. Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock, crops, timber, oil, division payments or third party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described and referred to as Property. This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

Trinity, LLC  
Arkansas Mortgage  
Mortgage # 201203000175600001131

**RETURN TO:**  
Final Documents Dept.  
Stewart Title of Minnesota  
1700 West 82nd Street, Suite 100  
Bloomington, MN 55431 154318

DL  
154318  
D.S.

... or that constitute a commitment to make additional or future advances in any amount. Any such commitments must be agreed to in a separate writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 1812, 32, or 35 of Regulation Z.

**C. All Debts.** All present and future debts from TruSerr, LLC to Lender, even if this Security Instrument is not specifically referenced, or if the future debts unrelated to or of a different type than the debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by Federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by Federal law governing securities. This Security Instrument will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 1812, 32, or 35 of Regulation Z.

**D. Sums Advanced.** All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

**4. PAYMENTS.** Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

**5. NON-OBLIGATED MORTGAGOR.** Any Mortgagor who is not also identified as a Borrower in the Secured Debts section of this Security Instrument and who signs this Security Instrument, is defined as a cosigner for purposes of the Equal Credit Protection Act and the Federal Reserve Board's Regulation B, 12 C.F.R. 202.7(d)(4), and is referred to herein as a Non-Obligated Mortgagor. By signing this Security Instrument the Non-Obligated Mortgagor does mortgage and assign their rights and interests in the Property to secure payment of the Secured Debts, to create a valid lien, to pass clear title, to waive inchoate rights and to assign earnings or rights to payment under any lease or rent of the Property. However, the Non-Obligated Mortgagor is not personally liable for the Secured Debts.

**6. WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage, with the power of sale, the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

**7. PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

- A. To make all payments when due and to perform or comply with all covenants;
- B. To promptly deliver to Lender any notices that Mortgagor receives from the holder;
- C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

**8. CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

**9. DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by Federal law (12 C.F.R. 591), as applicable.

**10. WARRANTIES AND REPRESENTATIONS.** Mortgagor has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Mortgagor or to which Mortgagor is a party.

**11. PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not convert or allow any parts,



improvement or deterioration of the Property. Mortgagor will keep the Property free of nuisance which and  
gross. Mortgagor agrees that the nature of the occupancy and use will not substantially change without  
Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or  
agreement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings,  
claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written  
consent except that Mortgagor has the right to remove items of personal property comprising a part of the  
Property that become worn or obsolete, provided that such personal property is replaced with other personal  
property of least equal in value to the replaced personal property, free from any title retention device, security  
agreement or other encumbrance. Such replacement of personal property will be deemed subject to the  
security interest created by this Security Instrument. Mortgagor will not partition or subdivide the Property  
without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose  
of inspecting the Property. Lender will give Mortgagor notice at the time of or before an inspection specifying  
a reasonable purpose for the inspection. Any inspection of the Property will be entirely for Lender's benefit  
and Mortgagor will in no way rely on Lender's inspection.

**12. AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in  
this Security Instrument, Lender may perform or cause them to be performed. Mortgagor appoints Lender as  
attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to  
perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude  
Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any  
construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all  
steps necessary to protect Lender's security interest in the Property, including completion of the construction.

**13. ASSIGNMENT OF LEASES AND RENTS.** Mortgagor assigns, grants, bargains, conveys mortgages and  
warrants to Lender as additional security all the right, title and interest in the following (Property):

A. Existing or future leases, subleases, licenses, grants and any other written or verbal agreements for  
the use and occupancy of the non-homestead portion of the Property, including but not limited to any  
extensions, renewals, modifications or replacements (Leases).

B. Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents,  
additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable  
taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss  
of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights,  
general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are an  
account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also  
be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and  
will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the  
Assignment, and all future Leases and any other information with respect to these Leases will be provided  
immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as  
Mortgagor is not in default. Mortgagor will not collect in advance any Rents due in future lease periods, unless  
Mortgagor first obtains Lender's written consent. Upon default, Mortgagor will receive any Rents in trust for  
Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor  
will enclose and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied  
first to set forth at Minn. Stat. Ann. § 576.01, Subdivision 2, and then at Lender's discretion to the Secured  
Debt, the costs of managing, protecting and preserving the Property, and other necessary expenses.  
Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and  
effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect,  
Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the  
Leases have not violated any applicable law or license, license and landlord-tenant laws. Mortgagor, at its  
sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply  
with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any  
applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to observe compliance  
with the terms of the Lease, then Lender may, at Lender's option, without limitation, Mortgagor will not  
sublet, modify, extend, cancel, or otherwise alter the Lease, or accept the surrender of the Property covered  
by the Lease unless the Lease so requires, without Lender's consent. Mortgagor will not assign,  
convey, subdivide or encumber the Leases and Rents without Lender's prior written consent. Lender  
does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages  
when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's  
gross negligence or intentional acts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for  
all losses, loss or damage the Lender may incur when Lender acts to preserve any of the remedies or that any  
party obtained under the Lease. This Security Instrument shall serve as additional security for the debt.

H. Judgment. Mortgagee fails to satisfy or appeal any judgment against Mortgagee.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens foreclosure by a legal authority.

J. Name Change. Mortgagee changes Mortgagee's name or assumes an additional name without notifying Lender before making such a change.

K. Property Transfer. Mortgagee transfers all or a substantial part of Mortgagee's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

L. Property Value. Lender determines in good faith that the value of the Property has declined in a material.

M. Insolvency. Lender determines in good faith that a material adverse change has occurred in Borrower's financial condition from the conditions set forth in Borrower's most recent financial statement before the date of this Security Instrument or that the prospect for payment or performance of the Secured Debt is impaired for any reason.

**15. REMEDIES.** On or after the occurrence of an Event of Default, Lender may use any and all remedies Lender has under state or federal law or in any documents relating to the Secured Debts, including, without limitation, the power to sell the Property. Any amounts advanced on Mortgagee's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Mortgagee's default.

Subject to any right to cure, required time schedules or any other notice rights Mortgagee may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of an Event of Default or anytime thereafter.

Upon the occurrence of an Event of Default, Lender will have the right, without declaring the whole indebtedness due and payable, to foreclose against all or any part of the Property. This lien will continue as a lien on any part of the Property not sold on foreclosure. If there is an occurrence of an Event of Default, Lender may, in addition to any other permitted remedy, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey all right, title and interest of Mortgagee at such time and place as Lender designates. If Lender invokes the power of sale, Lender will give notice of the sale including the time, terms and place of sale and a description of the property to be sold as required by the applicable law in effect at the time of the proposed sale.

Lender will apply the proceeds of the sale in the following order: (a) to all expenses of exercising the sale, including but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it. Lender or its assignee may purchase the Property. If the Property is sold pursuant to this section, Mortgagee, or any person holding possession of the Property through Mortgagee, will immediately surrender possession of the Property to the purchaser at the sale. If possession is not surrendered, Mortgagee or such person will be a tenant holding over and may be evicted in accordance with applicable law.

Upon any sale of the Property, Lender will make and deliver a special or limited warranty deed that conveys the property sold to the purchaser or purchasers. Under this special or limited warranty deed, Lender will covenant that Lender has not caused or allowed a lien or an encumbrance to burden the Property and that Lender will specially warrant and defend the Property's title of the purchaser or purchasers at the sale against all lawful claims and demand of all persons claiming by, through or under Lender. The records in any deed of conveyance will be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

**16. COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after the occurrence of an Event of Default, to the extent permitted by law, Mortgagee agrees to pay all expenses of collection, enforcement or protection of Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Mortgagee agrees to pay expenses for Lender to inspect and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Mortgagee agrees to pay the reasonable attorneys' fees

incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Mortgagee.

**17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substance defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagee represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagee has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

C. Mortgagee will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagee will take all necessary remedial action in accordance with Environmental Law.

D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagee has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagee or any tenant of any Environmental Law. Mortgagee will immediately notify Lender in writing as soon as Mortgagee has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Except as previously disclosed and acknowledged in writing to Lender, Mortgagee and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.

F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

G. Mortgagee will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Mortgagee will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagee and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Mortgagee agrees, at Mortgagee's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Mortgagee's obligations under this section at Mortgagee's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagee will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, claims, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release the Security Instrument and in lieu thereof will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under the Security Instrument.

L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any termination or satisfaction of the Security Instrument regardless of any provision of law to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses by the contrary are hereby waived.

**18. CONDEMNATION.** Mortgagee will give Lender prompt notice of any pending or threatened action by



will be applied in restoration or repair of the Property or to the satisfaction of Lender's option. If Lender acquires the Property in damaged condition, Mortgagee's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debt.

Mortgagee will immediately notify Lender of cancellation or termination of insurance. If Mortgagee fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Mortgagee will pay for the insurance on Lender's demand. Lender may demand that Mortgagee pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debt and charge interest on it at the rate that applies to the Secured Debt. This insurance may include coverages not originally required of Mortgagee, may be written by a company other than one Mortgagee would choose, and may be written at a higher rate than Mortgagee could obtain if Mortgagee purchased the insurance. Mortgagee acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

**20. ESCROW FOR TAXES AND INSURANCE.** Mortgagee will not be required to pay to Lender funds for taxes and insurance as set forth.

**21. WAIVERS.** Except to the extent prohibited by law, Mortgagee waives all homestead exemption rights relating to the Property.

**22. OTHER TERMS.** The following are applicable to this Security Instrument:

**A. No Action by Lender.** Nothing contained in this Security Instrument shall require Lender to take any action.

**B. Additional Terms.** Additionally, this mortgage is cross-collateralized and cross-defaulted with loan number 731372502 to Truberry, LLC, as Borrower, and dated March 22, 2012 in the original amount of \$15,000.00.

**23. APPLICABLE LAW.** This Security Instrument is governed by the laws of Minnesota, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

**24. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS.** Each Mortgagee's obligations under this Security Instrument are independent of the obligations of any other Mortgagee. Lender may sue each Mortgagee individually or together with any other Mortgagee. Lender may release any part of the Property and Mortgagee will still be obligated under this Security Instrument for the remaining Property. Mortgagee agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagee's consent. Such a change will not release Mortgagee from the terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagee.

**25. AMENDMENT, INTEGRATION AND SEVERABILITY.** This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Mortgagee and Lender. This Security Instrument and any other documents made in writing and executed by Mortgagee and Lender are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

**26. INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

**27. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Mortgagee will be deemed to be notice to all Mortgagees. Mortgagee will inform Lender in writing of any change in Mortgagee's name, address or other application information. Mortgagee will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Mortgagee agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Mortgagee agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagee's obligations under the Security Instrument and to confirm Lender's lien status on any Property, and Mortgagee agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

WITNESSES. By signing, Mortgagee agrees to the terms and covenants contained in this Security Instrument. Mortgagee has acknowledged receipt of a copy of this Security Instrument.

**MORTGAGEE:**  



Daniel J. Lallas

Individually



Lindsey B. Lallas

Individually



William J. Stull

Individually

**LENDER:**

Highland Bank, A Minnesota Corporation

By   
Chad Curran, BRANCH MANAGER/VP

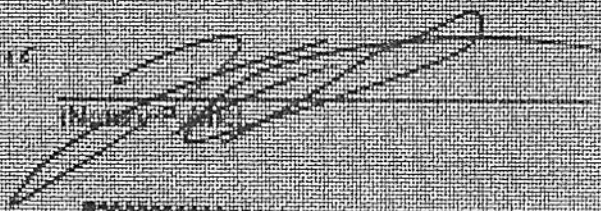
**ACKNOWLEDGMENT.**

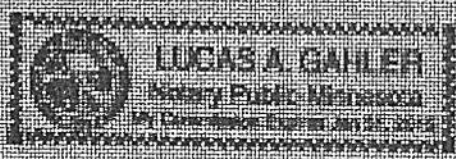
Individual

County of Ramsey State of Minnesota ss.

This instrument was acknowledged before me this 12<sup>th</sup> day of March 2012  
by Daniel J. Lallas, spouse of Lindsey B. Lallas, Lindsey B. Lallas, spouse of Daniel J. Lallas, and William  
Stull, An Unmarried Person.

My commission expires 03/31/2014



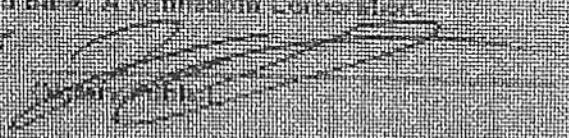


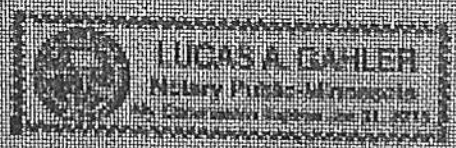
**Lender Acknowledgment:**

County of Ramsey State of Minnesota ss.

This instrument was acknowledged before me this 12<sup>th</sup> day of March 2012  
by Chad Curran as BRANCH MANAGER/VP of Highland Bank, A Minnesota Corporation.

My commission expires 03/31/2014







**POWER OF ATTORNEY**

William Stuff (grantor of power), hereby constitute  
I appoint Debrae Stuff (grantee of power)  
my attorney-in-fact, to deposit or withdraw funds held in Account #(s) \_\_\_\_\_

HIGHLAND BANK  
11 CENTRAL AVENUE EAST, ST MICHAEL, MN 55375 (Name of Financial Institution)

**GRANTOR OF POWER: YOU MUST INDICATE BELOW WHETHER OR NOT THIS POWER OF ATTORNEY WILL BE EFFECTIVE IF YOU BECOME INCOMPETENT. MAKE A CHECK OR "X" ON THE LINE IN FRONT OF THE STATEMENT BELOW THAT EXPRESSES YOUR INTENT.**

This is a durable power of attorney and it shall continue to be effective if I become incompetent. It shall not be affected by my later disability or incompetency.

Document# 4329444  
Recorded 04/11/2012 0800  
County Recorder, Ramsey County, MN  
3.3.1 712487

This power of attorney shall not be effective if I become incompetent.

**THE PARTIES SIGNING BELOW AGREE TO THE TERMS AND CONDITIONS CONTAINED ON PAGES 1 AND 2 OF THIS AGREEMENT.**

The undersigned agree to the terms and conditions contained on pages 1 and 2 of this agreement.

Signature of Grantor William Stuff 3/19/12  
Date

Signature of Grantee Debrae Stuff 3/19/12  
Date

Signed \_\_\_\_\_  
(Signature of Financial Institution Employee)

in the presence of an authorized representative of the above named Financial Institution.

**REVOGATION**

Do not use this part of the form unless there is an intent to revoke (cancel) the Power of Attorney granted above.

**REVOGATION**  
I hereby revoke (cancel) the herein Power of Attorney as of (date) \_\_\_\_\_

Signed \_\_\_\_\_  
(grantor of power)

Grantor signed revocation in the presence of \_\_\_\_\_ an authorized representative of the above named Financial Institution.

**NOTE:** If a written revocation notice (other than the above) was received, the source was \_\_\_\_\_



### TERMS AND CONDITIONS OF THIS POWER OF ATTORNEY

The power so granted shall continue as between the grantor and grantee of the power until the earlier to happen of the following: (a) revocation by the grantor of the power, (b) termination of the account(s) which the grantee has power of attorney over, (c) death of the grantor of the power, or (d) appointment of a guardian of the estate of the grantor of the power. The power will also terminate if the grantee becomes incompetent unless the grantor has indicated on page 1 of this document an intent that the power remain effective even if the grantor becomes incompetent or disabled.

The financial institution may rely upon the validity of this Power of Attorney and shall be held harmless from doing so, until written notice is received by this financial institution as to any of the events of termination of the power. Grantee of the Power of Attorney must notify the financial institution of any information that they have that would cause the power to terminate (such as the death of the grantor) as soon as possible after learning that information.

The attorney-in-fact acting hereunder shall maintain such books or records as will permit an accounting of the acts of the attorney-in-fact if an accounting is requested by a legal representative of the grantor of the power.

The attorney-in-fact shall be liable for any disbursement other than a disbursement to or for the benefit of the grantor of the power, and the grantor shall have authorized a disbursement in writing.

Any power of attorney, not signed in the presence of an authorized person at this financial institution, may be rejected by this financial institution until the grantor of the power shall have satisfied this financial institution of the validity of the power.