

(Top 3 inches reserved for recording data)

MORTGAGE
by Individual(s)

MORTGAGE REGISTRY TAX DUE: \$ _____

DATE: _____, 20____

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 **Monica M. Anderson and Michael R. Hulke, as Personal Representatives of the Estate of Agnes M. Hulke a/k/a Agnes Marie Ann Hulke**, as mortgagor ("Borrower"), to **Cash for Houses Inc, a Minnesota corporation**, as mortgagee ("Lender"). In consideration of the expenditure of up to _____ Dollars (\$ _____) (the "Indebtedness") by Lender, Borrower hereby mortgages, with power of sale, the real property in Ramsey County, Minnesota, legally described as follows:

Lot eighteen (18) in Block fifteen (15) in Hayden Heights according to the plat thereof filed of record in the office of the Registrar of Titles within and for said county, Ramsey County, Minnesota.

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: encumbrances identified in the title commitment obtained by Lender.

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"); (b) pays interest on the Indebtedness as provided in the Note, if any; (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; and
- (b) To pay the Indebtedness as herein provided.

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

- (a) 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, even if such amounts are not then due to be paid.
- (b) 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. **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.

5. **Residential Mortgages.** Notwithstanding anything to the contrary herein, if the Indebtedness is a "conventional loan" as defined in Minn. Stat. 47.20, subd. 2(3), Borrower and Lender further covenant and agree as follows:

- (a) Lender shall furnish to Borrower a conformed copy of the Note and this Mortgage at the time of execution or within a reasonable time after recordation hereof.
- (b) Upon default by Borrower of any covenant or agreement under the terms of this Mortgage, Lender shall give notice to Borrower prior to foreclosure as provided in Paragraph 6(c) and such notice shall specify: (i) the nature of the default; (ii) the action required to cure the default; (iii) a date, not less than thirty (30) days from the date the notice is mailed to Borrower, by which the default must be cured; (iv) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property; (v) that Borrower has the right to reinstate this Mortgage after acceleration; and (vi) that Borrower has the right to bring a court action to assert the non-existence of the default or any other defense of Borrower to acceleration and sale.
- (c) In addition to any notice required under applicable law to be given in another manner, (i) any notice to Borrower provided for in this Mortgage shall be addressed to Borrower and given by mailing the notice via certified mail to **Monica M. Anderson, 3354 Virginia Avenue South, Saint Louis Park, MN 55426** (or to such other address as Borrower may designate by written notice to Lender as provided herein), and (ii) any notice to Lender shall be given by mailing the notice via certified mail to the following address (or to such other address as Lender may designate by written notice to Borrower as provided herein): **Cash for Houses Inc, 3550 Lexington Ave N #308, Shoreview, MN 55126.**

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. **Applicability.** Terms of this Mortgage will run with the Property and bind the parties hereto and their successors in interest.

Borrower

Monica M. Anderson, as Personal Representative of the Estate of Agnes
M. Hulke a/k/a Agnes Marie Ann Hulke

Michael R. Hulke, as Personal Representative of the Estate of Agnes M.
Hulke a/k/a Agnes Marie Ann Hulke

State of Minnesota, County of _____

This instrument was acknowledged before me on _____, 20____, by Monica M. Anderson, as Personal Representative
of the Estate of Agnes M. Hulke a/k/a Agnes Marie Ann Hulke.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

State of Minnesota, County of _____

This instrument was acknowledged before me on _____, 20____, by Michael R. Hulke, as Personal Representative
of the Estate of Agnes M. Hulke a/k/a Agnes Marie Ann Hulke.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
HELLMUTH & JOHNSON
8050 W. 78th St.
EDINA, MN 55439
(952) 941-4005
mklemm@hjlawfirm.com
29373.0001 – 4959224

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