

STATE OF MINNESOTA }

} ss.

JOINT AFFIDAVIT of
ROBERT J. TRAVERS and
IVANA L. TRAVERS

COUNTY OF WASHINGTON

Robert J. Travers and Ivana L. Travers, being first duly sworn, on oath, deposes and states as follows:

That your affiants, Robert J. Travers and Ivana L. Travers, husband and wife, are fee owners as tenants in common with LF Holdings, LLC/Lenny Frolov, of the property located at 1971 Nortonia, City of St. Paul, Ramsey County, Minnesota.

That attached hereto are true and correct copies of the previously recorded Mortgage against the property running in favor of your Affiants and duly recorded Quit Claim Deed establishing fee title ownership of the property in your Affiant's names as tenants in common with LF Holdings, LLC.

That your Affiants acknowledge that the City of St. Paul has undertaken formal action against the owners/property for (i) the rehabilitation said property which is currently categorized as a Category 3 Vacant Building, and (ii) an Order to Abate and a Code Compliance Report has been issued by the City of St. Paul and (iii) that Notice of Public Hearing was duly given, and (iv) that a Hearing was duly held November 14, 2023 before a Hearing Officer pertaining to the proposed rehabilitation/disposition of the Property.

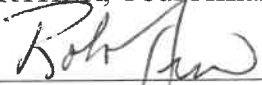
That Lenny Frolov appeared on behalf of the fee owners of the property at said hearing.

That your Affiants are aware of and understand the process necessary for Code Compliance including, but not limited to, remediation of code deficiencies set out by the St. Paul Department of Safety Inspections, Vacant/Nuisance Building Code Enforcement Unit, payment of various fees, building registration and payment of taxes.


That is your Affiants waive any claim or defense for Notice and/or lack of Notice of the Public Hearing on held November 14, 2023.

Your Affiant's request approval of process of allowing application for all necessary permits for the repair/rehabilitation of the property.

FURTHER, Your Affiants sayeth naught.

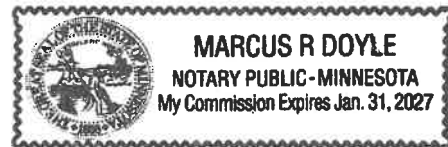


Robert J. Travers



Ivana L. Travers

Dated: November 15, 2023



Subscribed and sworn before me this
15th day of November, 2023



Notary Public



RAMSEY COUNTY

90 Plato Blvd W
PO Box 64099
St. Paul MN 55164-0099
Email us at:
askcountyrecorder@co.ramsey.mn.us

Package Receipt

09/18/2023 01:38 PM

County Recorder/Registrar of Titles
Auditor/Treasurer
Ramsey County

Package #: 1588161

Deputy #: 406

Cash/Check Customer

<u>Doc #</u>	<u>Document Name</u>	<u>Fee</u>
T2761218	Mortgage	\$46.00
	MRT - Mortgage Registry Tax .0023	\$345.00
	Environmental Response Fund .0001	\$15.00
	County Conservation Fee	\$5.00
Total		\$411.00
<u>Tender Amounts</u>		
Check	Ref No. 3177	\$411.00
Total		\$411.00
Check Total		\$411.00



Doc No **T02761218**

Certified, filed and/or recorded on
Sep 18, 2023 1:38 PM

Office of the Registrar of Titles
Ramsey County, Minnesota
Todd J. Uecker, Registrar of Titles
Tracy M. West, County Auditor and Treasurer

Deputy 406

Pkg ID 1588161C

County Conservation Fee	\$5.00
Document Recording Fee Torrens	\$46.00
Environmental Response Fund .0001	\$15.00
MRT - Mortgage Registry Tax .0023	\$345.00
<i>Document Total</i>	\$411.00

Existing Certs
638625

25
42 1/2-M COMMERCIAL MORTGAGE
Corporation to Individual

MORTGAGE REGISTRY TAX DUE HEREON:

\$ 360⁰⁰

THIS INDENTURE, Made 4/5/2022, between Hendrie Grant Lending VII, Inc, a Minnesota corporation, Mortgagor, and Robert J. Travers and Ivana L Travers, Mortgagee, located at 499 Lake View Drive, Woodbury MN 55129.

WITNESSETH, That the Mortgagor, in consideration of the sum of (\$150,000.00) ONE HUNDRED FIFTY THOUSAND DOLLARS, to Mortgagee in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, described as follows:

Lot 24, Block 21, Beaver Lake Heights, Ramsey County, Minnesota

together with all hereditaments and appurtenances belonging thereto (the Property). For informational purposes only, the property address is as follows:

1971 Nortonia Avenue, St. Paul, MN 55119

TO HAVE AND TO HOLD THE SAME, to Mortgagee forever. Mortgagor covenants with Mortgagee as follows: That Mortgagor is lawfully seized of the Property and has good right to convey the same; that the Property is free from all encumbrances, except as follows none and that Mortgagee shall quietly enjoy and possess the same; and that Mortgagor will warrant and defend the title to the same against all lawful claims not hereinbefore specifically excepted.

PROVIDED, NEVERTHELESS, that if the Mortgagor shall pay to the Mortgagee the sum of \$150,000.00 DOLLARS, according to the terms of a Mortgage Note of even date herewith (the Note), the final payment being due and payable on 4/5/2023 with interest at the rate of 9.00 percent per annum, and shall repay to the Mortgagee, at the times and with interest as specified, all sums advanced in protecting the lien of this Mortgage, in payment of taxes on the Property, insurance premiums covering buildings thereon, principal or interest on any prior liens, expenses and attorney's fees herein provided for and sums advanced for any other purpose authorized herein, and shall keep and perform all the covenants and agreements herein contained, then this Mortgage shall be null and void, and shall be released at Mortgagor's expense.

AND THE MORTGAGOR covenants with the Mortgagee as follows:

1. to pay the principal sum of money and interest as specified in the Note;
2. to pay all taxes and assessments now due or that may hereafter become liens against the Property before penalty attaches thereto;
3. to keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, extended coverage perils, vandalism, malicious mischief and, if applicable, steam boiler explosion, for at least the amount of full insurable value at all times while any amount remains unpaid under this Mortgage. If any of the buildings, improvements or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Mortgagor shall procure and maintain flood insurance in amounts reasonably satisfactory to Mortgagee. Each insurance policy shall contain a loss payable clause

in favor of Mortgagee affording all rights and privileges customarily provided under the so-called standard mortgage clause. In the event of damage to the Property by fire or other casualty, Mortgagor shall promptly give notice of such damage to Mortgagee and the insurance company. The insurance shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to Mortgagee. The insurance policies shall provide for not less than ten days written notice to Mortgagee before cancellation, non-renewal, termination, or change in coverage, and Mortgagor shall deliver to Mortgagee a duplicate original or certificate of such insurance policies;

4. to pay, when due, both principal and interest of all prior liens or encumbrances, if any, and to keep the Property free and clear of all other prior liens or encumbrances;
5. to commit or permit no waste on the Property and to keep it in good repair;
6. to complete forthwith any improvements which may hereafter be under course of construction on the Property; and
7. to pay any other expenses and attorney's fees incurred by Mortgagee by reason of litigation with any third party for the protection of the lien of this Mortgage.

In case of failure to pay said taxes and assessments, prior liens or encumbrances, expenses and attorney's fees as above specified, or to insure said buildings, improvements, and fixtures and deliver the policies as aforesaid, Mortgagee may pay such taxes, assessments, prior liens, expenses and attorney's fees and interest thereon, or obtain such insurance, and the sums so paid shall bear interest from the date of such payment at the same rate set forth in the Note, and shall be impressed as an additional lien upon the Property and be immediately due and payable from Mortgagor to Mortgagee and this Mortgage shall from date thereof secure the repayment of such advances with interest.

In case of default in any of the foregoing covenants, Mortgagor confers upon the Mortgagee the option of declaring the unpaid balance of the Note and the interest accrued thereon, together with all sums advanced hereunder, immediately due and payable without notice, and hereby authorizes and empowers Mortgagee to foreclose this Mortgage by judicial proceedings or to sell the Property at public auction and convey the same to the purchaser in fee simple in accordance with the statute, and out of the moneys arising from such sale to retain all sums secured hereby, with interest and all legal costs and charges of such foreclosure and the maximum attorney's fee permitted by law, which costs, charges and fees Mortgagor agrees to pay.

The Mortgagor and the Mortgagee further covenant and agree as follows:

1. Mortgagor shall be furnished a conformed copy of the Note and this Mortgage at the time of execution or after recordation hereof.
2. Any Notice to the Mortgagor shall be given by mailing such notice by mail addressed to the Mortgagor at the Property address or at such other address as the Mortgagor may designate by notice in writing to the Mortgagee as provided herein.
3. Any notice to the Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee at the following address: or to such other address as Mortgagee may designate by notice in writing to the Mortgagor as provided herein.

The terms of this Mortgage shall run with the Property and bind the parties hereto and their successors in interest.

IN TESTIMONY WHEREOF, Mortgagor has hereunto set its hand the day and year first above written.

MORTGAGOR

Hendrie Grant Lending VII, Inc

Hendrie C. Grant, President
Hendrie Grant Lending VII, Inc

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

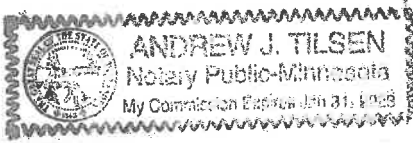
The foregoing instrument was acknowledged before me this 6 day of APRIL, 22 by Hendrie C. Grant, President of Hendrie Grant Lending VII, Inc

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Hendrie Grant Lending, VII, Inc
664 Montcalm Pl
St Paul MN 55116
hendriegrant@hotmail.com

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)





RAMSEY COUNTY

90 Plato Blvd W
PO Box 64099
St. Paul MN 55164-0099
Email us at:
askcountyrecorder@co.ramsey.mn.us

Package Receipt

11/02/2023 03:33 PM

County Recorder/Registrar of Titles
Auditor/Treasurer
Ramsey County

Package #: 1594012

Deputy #: 312

Cash/Check Customer

<u>Doc #</u>	<u>Document Name</u>	<u>Fee</u>
T	Quit Claim Deed	\$46.00
	State Deed Tax .0033	\$1.65
	Environmental Response Fund .0001	\$0.05
	County Conservation Fee	\$5.00
Total		\$52.70
<u>Tender Amounts</u>		
Check	Ref No. 3178	\$52.70
Total		\$52.70
Check Total		\$52.70

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED

eCRV number: _____

DEED TAX DUE: \$ 1.70

DATE: November 1, 2023

FOR VALUABLE CONSIDERATION, Hendrie Grant Lending VII, Inc. a corporation under the laws of Minnesota ("Grantor"), hereby conveys and quitclaims to Robert J. Travers and Ivana Travers, husband and wife, (as joint tenants) as tenants in common with LF Holdings, LLC, a limited liability company under the laws of Minnesota (collectively "Grantee"), real property in Ramsey County, Minnesota, legally described as follows:

Lot 24, Block 21, Beaver Lake Heights, Ramsey County, Minnesota

being registered property under Certificate of Title No. 638625

**Consideration is less than \$500.00

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

together with all hereditaments and appurtenances belonging thereto.

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.

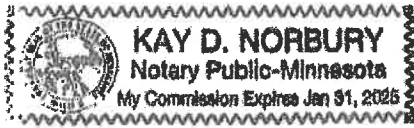
Grantor


Hendrie C. Grant, President of Hendrie Grant Lending VII, Inc.

State of Minnesota, County of Ramsey

This instrument was acknowledged before me on November 1, 2023, by Hendrie C. Grant as president of Hendrie Grant Lending VII, Inc.

(Stamp)



Kay D. Norbury
(signature of notarial officer)

Title (and Rank): Notary

My commission expires: 1/31/2025
(month/day/year)

11/2/2023

THIS INSTRUMENT WAS DRAFTED BY:
 Jared M. Goerlitz (#386714)
 Goerlitz Law, PLLC
 P.O. Box 25194
 St. Paul, MN 55125
 (651) 237-3494
 10/2023-229.00048 Hendrie Grant Lending, VII, Inc.

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
 Robert J. Travers and Ivana Travers
 499 LAKE VIEW DR
 WOODBURY MN 55129-9288

LF Holdings, LLC
 7040 LAKELAND AVE N STE 112
 BROOKLYN PARK MN 55428