

# MORTGAGE

MORTGAGE REGISTRY TAX DUE HEREON: \$\_\_\_\_\_

THIS INDENTURE, made this 15th day of March, 2021, between Susie D Thill, Mortgagor(s), and Rivalia Title , a company under the laws of Minnesota, Mortgagee(s).

WITNESSETH, That Mortgagor(s), in consideration of the sum of **One hundred and seventy four thousand and 00/100 Dollars (\$174,000.00)**, to Mortgagor(s) in hand paid by Mortgagee(s) the receipt whereof if hereby acknowledged, does hereby convey unto Mortgagee(s), forever, real property in Ramsey County Minnesota, described as follows:

## **The Westerly 30 feet of Lot 14, Block 4, Syndicate No. 2 Addition**

Together with all hereditaments and appurtenances belonging there to 854 Edmund Ave. St Paul, MN 55104 (the property).

TO HAVE AND TO HOLD THE SAME, to Mortgagee(s) forever. Mortgagor covenants with Mortgagee(s) as follows: That Mortgagor(s) 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

That Mortgagee shall quietly enjoy and possess the same; and that the Mortgagor will warrant and defend the title to the same against all lawful claims not herein before specifically excepted.

PROVIDED, NEVERTHELESS, That if Mortgagor shall pay to Mortgagee the sum of **One hundred and seventy four thousand and 00/100 Dollars (\$174,000.00)** the final balloon payment being due and payable on 12th day of September 2021 or before, plus an interest at the rate of 1%(one percent) monthly, and shall repay to 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 and assessments payable herewith, insurance premiums covering buildings thereon, principal or interest on any prior liens, expenses and attorney's fees therein 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.

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initials

AND MORTGAGOR covenants with Mortgagee as follows:

- **Property has to be insured at all the time (provide proof to Mortgagee**
- **No monthly payments required for the length of this mortgage**
- **House to be listed when ready by National Realty Guild – Omar Novak (Realtor)**
- **3% Payoff fee to Rivalia Title payable at closing + \$395 Admin fee, when selling the property**
- **Mortgagee will pay the following county fees to get this mortgage recorded and Mortgagor to pay back at closing, when selling the property**
  - Mortgage Registration fee \$417.60
  - Recording fee \$46
  - Conservation fee \$5

In case if 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 advances hereunder, immediately due and payable without notice, and hereby authorizes and empowers Mortgagee 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 such foreclosure and the maximum attorney's fees permitted by law, which costs, charges and fees Mortgagor agrees to pay.

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

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Initials

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

MORTGAGOR

\_\_\_\_\_

Susie D Thill

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me \_\_\_\_\_, a notary public, this \_\_\_\_\_, 2021, by Susie D Thill, Mortgagor.

\_\_\_\_\_

Notary Public

Notary Stamp

This instrument was drafted by

Rivalia Title

15847 Elmwood Lane

Apple Valley, MN 55124

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Initials