

THIS MORTGAGE IS EXEMPT FROM
REGISTRATION TAX PURSUANT TO
MINNESOTA STATUTE SECTION 287.04(6)
Maximum Indebtedness Secured: \$213,000.00

THIS MORTGAGE, made this ____ day of September, 2024, by GMHC HOLDING LLC, a Minnesota limited liability company, doing business at 970 Raymond Avenue, Unit 201, St. Paul, Minnesota 55114 (“Mortgagor”), to the GREATER MINNESOTA HOUSING FUND, a Minnesota nonprofit corporation, with an office located at 332 Minnesota Street, Suite 1650W, St. Paul, Minnesota 55101 (“Mortgagee”).

WITNESSETH: That said Mortgagor hereby mortgages and conveys to said Mortgagee the following described premises situated in the County of Ramsey, State of Minnesota, to wit:

See attached Exhibit A (the “Mortgaged Property”)

This Mortgage is given in consideration of and as security for the payment of Two Hundred Thirteen Thousand and 00/100 Dollars (\$213,000.00) (the “Loan”), receipt of which is hereby acknowledged and which is made to provide acquisition and rehabilitation or construction assistance to Mortgagor to enable Mortgagor to acquire and rehabilitate or construct a home located at 1117 Jenks Avenue, St. Paul, Minnesota, to be sold to a household with income at or below 115% of Median Family Income (the “Project”). The Loan is evidenced by a Promissory Note (the “Note”) payable to the order of Mortgagee and dated of even date herewith. According to the terms of the Note, the outstanding principal amount of the Loan will be due and payable on or before _____ [18 months], or upon the default by Mortgagor in the performance of any covenant, term, or condition of the Master Loan Agreement July 17, 2024 (the “Loan Agreement”), whichever occurs first, unless otherwise stated in the Loan Agreement or the Note.

Mortgagor further covenants the following statutory covenants:

- a. To warrant title to the Project.
- b. To pay the indebtedness as herein provided.
- c. To pay all real estate taxes on the Project.
- d. To keep the Project in repair and not commit waste.
- e. To keep any buildings on the Project insured against loss by fire and other hazards for at least the sum of the full insurable value of the Project.

Mortgagor further covenants that the Project is free from all liens, security interests and encumbrances except as listed in Exhibit B attached hereto; that the Mortgagor will warrant and defend the title to the Project and the lien and priority of this Mortgage against all claims and demands of all persons whomsoever, whether now existing or hereafter arising, not listed in Exhibit B.

This Mortgage shall constitute a security agreement with respect to (and the Mortgagor hereby grants the Mortgagee a security interest in) all personal property and fixtures included in the Project. The Mortgagor will from time to time, at the request of the Mortgagee, execute any and all financing statements covering such personal property and fixtures (in a form satisfactory to the Mortgagee) which the Mortgagee may reasonably consider necessary or appropriate to perfect its security interest.

From the date of its recording, this Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all goods constituting part of the Project which are or are to become fixtures related to the real estate described herein. For this purpose, the following information is set forth:

- (1) Name and Address of Debtor:
GMHC Holding LLC
970 Raymond Avenue, Unit 201
St. Paul, MN 55114
Attention: Eden Spencer
- (2) Organizational Identification Number: I-828
- (3) Name and Address of Secured Party:
Greater Minnesota Housing Fund
332 Minnesota Street, Suite 1650W
St. Paul, MN 55101
Attention: President
- (4) This document covers goods which are or are to become fixtures.
- (5) The name of the record owner of the Land is the Debtor described above.

THIS MORTGAGE SECURES AN OBLIGATION FOR THE CONSTRUCTION OF AN IMPROVEMENT ON LAND AND IS A CONSTRUCTION MORTGAGE.

If Mortgagor pays Mortgagee herein, its successors or assigns, the sum of Two Hundred Thirteen Thousand and 00/100 Dollars (\$213,000.00), when it becomes due according to the terms of the Note, then this Mortgage will be null and void, otherwise to remain in full force and effect.

If Mortgagor defaults in payment of said sum when due or in any of the covenants or agreements contained herein, then Mortgagee may declare immediately due and payable the entire unpaid unforgiven principal balance together with interest thereon, if any, and Mortgagee, its successors and assigns, are hereby authorized and empowered to foreclose this Mortgage by action or advertisement, pursuant to the statutes of the State of Minnesota in such case made and provided, power being expressly granted to sell the Project at public auction and convey the same to the purchaser in fee simple and, out of the proceeds arising from such sale, to pay the principal of the Note, together with all legal costs and charges of such foreclosure and the maximum attorney's fees permitted by law.

Mortgagee prior to acceleration shall mail notice to Mortgagor specifying: (1) the default; (2) the action required to cure such default; and (3) a date, not less than ten (10) days for monetary defaults and thirty (30) days for non-monetary defaults from the date of the notice is mailed to Mortgagor, by which failure to cure the default may result in acceleration of the sums secured by this Mortgage and sale of the Project. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Mortgagor to acceleration and sale. If the default is not cured on or before the date specified in the notice, Mortgagee at Mortgagee's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale hereby granted and any other remedy permitted by applicable law. Notwithstanding Mortgagee's acceleration of the sums secured by this Mortgage, Mortgagor shall have the right to have any proceedings begun by Mortgagee to enforce this Mortgage discontinued at any time prior to the earlier of (i) sale of the Project pursuant to the power of sale contained in this Mortgage, or (ii) a judgment enforcing this Mortgage, if: (a) Mortgagor pays Mortgagee all sums constituting the default actually existing under this Mortgage and the Note at the commencement of foreclosure proceedings under this Mortgage; (b) Mortgagor cures all breaches of any other covenants or agreements of Mortgagor contained in this Mortgage, (c) Mortgagor pays all reasonable expenses incurred by Mortgagee in enforcing the covenants and agreements of Mortgagor contained in this Mortgage and in enforcing Mortgagee's remedies as provided herein, including, but not limited to, reasonable attorney's fees; and (d) Mortgagor takes such action as Mortgagee may reasonably require to assure that the lien of this Mortgage, Mortgagee's interest in the Project and Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Mortgagor, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

MORTGAGOR HEREBY: EXPRESSLY CONSENTS TO THE FORECLOSURE AND SALE OF THE MORTGAGED PROPERTY BY ACTION PURSUANT TO MINNESOTA STATUTES CHAPTER 581 OR, AT THE OPTION OF MORTGAGEE, BY ADVERTISEMENT PURSUANT TO MINNESOTA STATUTES CHAPTER 580, WHICH PROVIDES FOR SALE AFTER SERVICE OF NOTICE THEREOF UPON THE OCCUPANT OF THE MORTGAGED PROPERTY AND PUBLICATION OF SAID NOTICE FOR SIX WEEKS IN THE COUNTY IN MINNESOTA WHERE THE MORTGAGED PROPERTY IS SITUATED; ACKNOWLEDGES THAT SERVICE NEED NOT BE MADE UPON MORTGAGOR PERSONALLY UNLESS MORTGAGOR IS AN OCCUPANT AND THAT NO HEARING OF ANY TYPE IS REQUIRED IN CONNECTION WITH THE SALE; AND EXCEPT AS MAY BE PROVIDED IN SAID STATUTES, EXPRESSLY WAIVES ANY AND

ALL RIGHT TO PRIOR NOTICE OF SALE OF THE MORTGAGED PROPERTY AND ANY AND ALL RIGHTS TO A PRIOR HEARING OF ANY TYPE IN CONNECTION WITH THE SALE OF THE MORTGAGED PROPERTY.

MORTGAGOR ACKNOWLEDGES THAT IT IS REPRESENTED BY LEGAL COUNSEL; THAT BEFORE SIGNING THIS MORTGAGE THIS SECTION AND MORTGAGOR'S CONSTITUTIONAL RIGHTS WERE FULLY EXPLAINED BY SUCH COUNSEL; AND THAT MORTGAGOR UNDERSTANDS THE NATURE AND EXTENT OF THE RIGHTS WAIVED HEREBY AND THE EFFECT OF SUCH WAIVER.

Unless otherwise defined, capitalized terms shall have the meanings ascribed to them in the Loan Agreement.

This Mortgage and said Note shall be construed according to the laws of the State of Minnesota.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly executed as of the day and year first-above written.

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EXHIBIT A
TO
MORTGAGE

Mortgagor: GMHC Holding LLC

Mortgagee: Greater Minnesota Housing Fund

The land described in the referenced instrument is located in Ramsey County, Minnesota, and is described as follows:

Lot 29, Block 3, Governor Johnson Addition, Ramsey County, Minnesota.

Torrens Property

EXHIBIT B
TO
MORTGAGE

Mortgagor: GMHC Holding LLC

Mortgagee: Greater Minnesota Housing Fund

The Mortgaged Property is subject to the following encumbrances and no others:

1. Utility, access and other easements and rights-of-way, restrictions and exceptions that Developer certifies will not interfere with or impair the operation of the Project.
2. Any building, zoning and subdivision ordinances and any other applicable development, pollution control, water conservation and other laws, regulations, rules and ordinances of the federal government and State of Minnesota and respective agencies thereof and the political subdivisions in which the Project is located.
3. Reservation of mineral rights by the State of Minnesota.
4. The mortgage(s) securing the loan(s) identified in the Other Loan Documents.
5. Other encumbrances approved in writing by Mortgagee and shown on Mortgagee's title policy