

LOAN AGREEMENT

MK Johnson Properties, LLC

LOAN: \$100,000.00 TERM LOAN

PART 1. PARTIES, DATE, TERM AND PURPOSE

1.1. **Parties.** The parties to this Agreement (this “Agreement”) are as follows:

The City of Ramsey, Minnesota, a Minnesota municipal corporation whose business address is 7550 Sunwood Dr. N.W., Ramsey, MN 55303, (hereinafter referred to as "Lender"). Lender administers a loan program to facilitate development and redevelopment.

MK Johnson Properties, LLC, a Minnesota limited liability company, whose registered address is 7800 Sunwood Dr. N.W., Ramsey, MN 55303, (the "Borrower").

Michael & Kristen Johnson, whose [REDACTED] (the "Personal Guarantor" or “Guarantor”).

1.2. **Date of this Agreement.** The date of this Agreement is August ____, 2017 and said date is the date of closing on the loan (“the Date of Closing”).

1.3. **Term of this Agreement.** The term of this Agreement shall be from the date of this Agreement set forth above and continue thereafter until all indebtedness has been paid in full.

1.4. **Purpose of this Agreement.** Borrower requested credit accommodations from Lender, to which Lender has agreed. Lender has granted to Borrower the following credit accommodations, on the conditions set forth herein.

1.5. **Term Loan** of One Hundred Thousand Dollars (**\$100,000.00**) (the “Loan”) to be used for the purchase of real estate and construction of improvements. The real estate has an Anoka County, Minnesota PID 28-32-25-23-0010, and is to be platted into a 0.85 acre parcel, LOT 1, BLOCK 1, COR STONE BROOK ACADEMY, COUNTY OF ANOKA (the "Property").

PART 2. LOAN TERMS AND REPAYMENT

2.1 **Promissory Note.** In consideration of the receipt of the (“Loan”), Borrower shall repay to the Lender the Loan pursuant to the terms of the Promissory Note of even date (the “Note”), the form of which is attached hereto as Exhibit A and which terms include the following: interest at a rate of 3.0 % per annum (the “Rate”); Principal and Interest payments of \$690.58 per month beginning November 01, 2017 and continuing on the first day of each month thereafter, until October 01, 2032, (the “Loan Maturity Date”). Borrower shall pay the principal of and interest rate then in effect over the term of the Note. Said payments to continue each month thereafter until the Loan Maturity Date on which date the entire remaining principal balance plus accrued interest shall be due and payable in full.

PART 3. LOAN DISBURSEMENT OF LOAN PROCEEDS

3.1. **Disbursement of Loan Proceeds.** The Loan proceeds shall be disbursed to Borrower upon satisfaction

of the following conditions:

3.1.1. Borrower having executed and delivered to Lender, without expense to Lender, executed copies of the following documents:

3.1.1.1. this Loan Agreement;

3.1.1.2. the Note;

3.1.1.3. Combination Mortgage, Security Agreement and Fixture Financing Statement granting Lender a third priority Mortgage on the Property subject only to Permitted Encumbrances as set forth on Exhibit B attached hereto (the "Mortgage");

3.1.1.4. The Guarantee executed by the Guarantor.

The Note, the Loan Agreement, the Mortgage and the Guarantee executed by the Guarantor are collectively referred to as the "Loan Documents."

3.1.2. The Borrower having acquired marketable title to the Property in accordance with the terms of this Agreement, and Borrower having provided evidence satisfactory to Lender that Borrower has incurred costs in at least the amount of the Loan so disbursed, which evidence shall include closing statements, paid invoices or comparable evidence of expenditures.

3.1.3. Borrower having delivered evidence to the Lender that Borrower contributed a minimum cash equity for the acquisition of the Property in at least the amount of [REDACTED]

3.1.4. Borrower closed on a loan from [REDACTED] in an amount not to exceed [REDACTED]

3.1.5. Borrower closed on a loan from U.S. Small Business Administration c/o [REDACTED] [REDACTED] in an amount not to exceed [REDACTED]

3.1.6. Borrower delivered to Lender articles of organization/incorporation and operating agreements/bylaws for the Borrower.

3.1.7. Borrower and Guarantor having delivered evidence satisfactory to Lender that there has been no materially adverse change to the financial condition of Borrower or the Personal Guarantor prior to the Date of Closing.

3.1.8. Borrower having paid to or reimbursed the Lender for any and all costs and expenses, including, without limitation, attorneys' fees, paid or incurred by the Lender in connection with (i) review, negotiation, preparation, and approval of the Loan Documents and any other document or agreement related thereto or the transactions contemplated hereby; (ii) the review, negotiation, preparation, and approval of any amendments, modifications or extensions to any of the foregoing documents, instruments or agreements, and the preparation and consummation of any and all documents necessary or desirable to effect such amendments, modifications or extensions; (iii) any appraisals, environmental assessments or other reports relating to the Property which the Lender is authorized to seek, order or prepare pursuant to the Loan Documents or any other instrument evidencing or securing the Loan or is required to seek, order or prepare pursuant either to applicable laws or regulations or the Lender's policies or procedures generally applicable to commercial mortgage loans by the Lender; (iv) any reasonable fees or costs charged to the Lender by an architect or other design professional engaged by the Lender to, among other things, inspect the construction of any approved improvements to the Property, or verify compliance thereof with applicable building and zoning laws; (v) all title insurance premiums, filing and recording fees and mortgage registration tax paid or payable in connection with the consummation of the transaction contemplated hereby; and (vi) the enforcement by the Lender during the term hereof or thereafter of any of the rights or remedies of the Lender under any of the foregoing documents, instruments or agreements or under applicable law, whether or not suit is filed with respect thereto (attorneys' fees and costs are limited to reasonable fees and costs).

PART 4. LOAN SECURITY AND GUARANTY

4.1. **Secured Collateral.** Collateral securing all advances made on all loan accommodations described in this Agreement shall be as follows:

4.1.1. **Third Mortgage.** The Borrower grants Lender a third priority mortgage on the Property. The legal description of the Property is:

Outlot B, COR ONE, Anoka County, Minnesota.

4.1.2. **The Collateral.** The Property, Borrower's improvements on the Property, and the Third Mortgage proceeds are hereinafter referred to collectively as the "Collateral."

4.2. **Ownership and care of Collateral.** Borrower and Guarantor covenant that this Agreement and any security agreement/mortgage taken in connection with this Agreement will vest in Lender a third priority security interest/mortgage upon the Collateral, and that the Collateral is free from all liens, security interests and encumbrances except those listed on Exhibit B attached hereto and made a part hereof (the "Permitted Encumbrances"). Borrower warrants it has good marketable title to the Collateral subject to no security interest or lien except as described herein.

4.3. **Documentation required to maintain valid lien.** Borrower and Guarantor covenant that upon request of Lender they will execute such financing statements, security agreements, lien documents, and other perfection and security instrumentation as will ensure that Lender creates and maintains a valid and perfected security interest/mortgage lien on the Collateral.

4.4. **Flood and Hazard Insurance Coverage.** During the term of the Loan, Borrower shall maintain the following insurance coverages:

4.4.1. **Flood Insurance.** Based on the Standard Flood Hazard Determination (FEMA Form 81-93): If any portion of a building that is collateral for the Loan is in a special flood hazard area, Borrower must obtain flood insurance for the building under the NFIP. Insurance coverage must contain a MORTGAGEE CLAUSE (or substantial equivalent) in favor of Lender. This clause must provide that any action or failure to act by Borrower, the mortgagor or owner of the insured Property will not invalidate Lender's interest. The policy or endorsements must provide for at least 10 days' prior written notice to Lender of policy cancellation.

4.4.2. **Real Estate Hazard Insurance** coverage on all real estate that is collateral for the Loan in the amount of the full replacement cost. If full replacement cost insurance is not available, coverage must be for the maximum insurable value. Insurance coverage must contain a MORTGAGEE CLAUSE (or substantial equivalent) in favor of Lender. This clause must provide that any action or failure to act by Borrower, the mortgagor or owner of the insured Property will not invalidate Lender's interest. The policy or endorsements must provide for at least 10 days' prior written notice to the Lender of policy cancellation.

4.5. **Guaranty.** Guarantor herein covenants that he guarantees payment of all loan accommodations referred to in this Agreement and repayment of all advances made thereunder, together with interest and costs of collection, if any, including reasonable attorney fees not prohibited by law. Said guaranty is of payment and is a continuing, absolute, and unconditional guaranty.

4.6. **Use of Proceeds.** Borrower warrants that it will use the proceeds of the Loan made by Lender solely for costs of the purchase of the Property and improvements.

PART 5. DOCUMENTS FURNISHED PERIODICALLY BY BORROWER AND GUARANTORS AND INSPECTIONS ALLOWED BY BORROWER

5.1 **Documents to be furnished periodically.** Borrower and Guarantor will furnish to Lender the following documents at the times indicated throughout the term of this Agreement:

5.1.1 As a condition precedent to closing of this Agreement and upon request of Lender thereafter, evidence satisfactory to Lender that Borrower and the Guarantor are able and authorized to enter into and consummate the credit transactions referred to in this Agreement shall be provided. Such evidence shall include, but is not necessarily limited to, the following: Borrower's articles of organization; certificate of good standing from the state; company authorization resolutions; company minutes; and if Lender requests in a separate writing, an opinion of Borrower's counsel to the foregoing effect.

5.1.2 As a condition precedent to closing of the Loan and upon request of the Lender thereafter, appropriate loan documents to support the credit accommodations in this Agreement, including, as appropriate, promissory notes, mortgages, lease assignments, subordination agreements, other perfection documents, insurance and other Collateral assignments, insurance certificates identifying Lender as loss payee, setoff disclosures, and any and all other documents and instruments which in the opinion of Lender are necessary to validate

and consummate the credit transactions referred to in this Agreement will be received by Lender.

5.1.3 Certified Income Tax returns of Borrower to be received by Lender within 120 days after each fiscal year end.

5.1.4 Annual personal financial statement the Guarantor, to be submitted concurrently with the Borrower's statement required above.

5.1.5 Annual personal income tax returns (including all schedules and K-1's) of the Guarantor to be submitted concurrently with the Borrower's statement required above.

5.2 **Borrower record keeping and Lender inspection of Collateral and records.** Borrower will keep true and accurate books and records of its business operations and accounts, and will permit Lender at any reasonable time and during regular business hours to inspect the Property and to examine Borrower's books, records, and files, and make copies thereof, and to discuss the affairs of Borrower with its members/shareholders, officers, directors, and employees. In addition, Borrower shall provide (i) annual financial statements, annual debt schedules and tax returns of the Borrower not later than 120 days after each fiscal year end of the Borrower; and (ii) annual personal financial statements and personal tax returns for the Guarantor not later than October 15 of each.

PART 6. FINANCIAL COVENANTS AND LIMITATION ON CERTAIN ACTIVITIES OF BORROWER

6.1 **Indebtedness, liens, and disposition of assets.** Borrower shall not, without the prior written consent of Lender, which approval shall not be unreasonably withheld, do any of the following: except debt incurred in the ordinary course of business and indebtedness to Lender contemplated by this Agreement, incur indebtedness for borrowed money; sell, transfer, assign, pledge, lease, grant a security interest in, or otherwise encumber any of Borrower's assets, except to Lender and except to those identified on Exhibit B, the Permitted Encumbrances.

6.2 **Ownership stability of Borrower.** Borrower covenants that unless prior written approval has been provided by Lender, which approval shall not be unreasonably withheld, Borrower's majority limited liability company membership interest holders in control of Borrower at the time of this Agreement shall not sell or otherwise relinquish majority ownership control of Borrower.

6.3 **Change of business form or identity.** Borrower will not, without the prior written approval of Lender, which approval shall not be unreasonably withheld, change its business forms, business names or trade names, change location, or acquire or merge or consolidate with any other entity.

6.4 **Commercial Use.** Until the Loan is paid in full, Borrower shall maintain the Property in commercial use in accordance with all City ordinances. The Property shall be considered in commercial use if Borrower operates a business on the Property; Borrower leases the Property or portions thereof to an entity that operates a business; or Borrower is actively marketing the lease of the Property or portions thereof to one or more businesses.

- 6.5 **Business taxes and insurance.** Borrower covenants to pay all taxes associated with their business, including but not limited to income taxes, sales taxes, employee taxes, and all other business related taxes, whether federal, state, county, municipal, or imposed by any other governmental unit. Borrower further covenants to maintain liability, hazard insurance policies in coverages and with such endorsements as are reasonably satisfactory to Lender, and to pay all worker's compensation and unemployment premiums or charges, when due, to maintain all insurance policies and employment-related coverages in full force and effect throughout the term of this Agreement.

PART 7. DEFAULT

- 7.1. **Default defined.** Default under this Agreement shall consist of anyone or more of the following events:

- 7.1.1. Failure to pay when due any amount required of Borrower or any Guarantor under this Agreement or under the Note, security agreement, or other loan instrument or document executed in connection with this Agreement.
- 7.1.2. Failure to perform any act or deed required of Borrower or any Guarantor or failure to refrain from any act prohibited, under this Agreement or under any related instrument or document executed in connection with this Agreement.
- 7.1.3. Failure of majority limited liability company membership interest holders of Borrower to maintain its status as majority owners of Borrower.
- 7.1.4. Any warranty, representation, or statement made or furnished to Lender by or on behalf of Borrower or any Guarantor which is false or misleading in any material respect, either now or at the time made or furnished.
- 7.1.5. The dissolution or termination of Borrower's existence as a going business, insolvency, appointment of a receiver for any part of Borrower's or any Guarantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or by or against any Guarantor.
- 7.1.6. Failure to discharge taxes or other liens, other mortgages or charges levied or assessed against the Collateral other than the lien created under this Agreement by the parties.
- 7.1.7. Any other event defined as an event of default in any separate promissory note, security agreement, mortgage or other instrument or document executed in connection with this Agreement.
- 7.1.8. Death of an Individual Guarantor to the extent life insurance assigned or pledged to the Lender, or other sources of funds or security, are unavailable to reasonably substitute for the financial security which the deceased Individual Guarantor had provided to the Lender with his/her Guaranty during his/her life.
- 7.1.9. Any attempt by any Guarantor to revoke the guaranty or impair its enforceability.

- 7.2. **Remedies.** In the event default occurs, Lender may exercise anyone or more of the following rights and remedies:

- 7.2.1. Declare the entire balance of the Loan referred to in this Agreement or any or all loans governed by this Agreement as immediately due and payable.

- 7.2.2. Take possession of the Collateral by self-help or judicial action, foreclosure, or other procedures and dispose of the Collateral pursuant to applicable laws of the State or Federal Governments.
- 7.2.3. Commence and prosecute an action to collect the debt from Borrower or any Guarantor, or any or all of them.
- 7.2.4. Refuse to make any further advances under this Agreement or under any instrument or document executed in connection with this Agreement.
- 7.2.5. Exercise such additional or alternative remedies as are available to Lender under the terms of this Agreement, under any instrument or document executed in connection with this Agreement, or under applicable law.

PART 8. INDEMNIFICATION

8.1. Indemnification.

- 8.1.1. Borrower shall and does hereby agree to indemnify and to hold Lender, and its officers, agents, and employees, harmless for any and all liability, loss, or damage that it may incur under or by reason of this Agreement, and of and from any and all claims and demands whatsoever that may be asserted against Lender by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained herein.
- 8.1.2. Should Lender, or its officers, agents, or employees incur any such liability or be required to defend against any claims or demands pursuant to this Section, or should a judgment be entered against Lender, the amount thereof, including costs, expenses, and attorney's fees, shall bear interest thereon at the rate then in effect on the Note, shall be secured hereby, shall be added to the Loan, and Borrower shall reimburse Lender for the same immediately upon demand, and upon the failure of Borrower to do so, Lender may declare the Loan immediately due and payable.
- 8.1.3. This indemnification and hold harmless provision shall survive the execution, delivery, and performance of this Agreement and the creation and payment of any indebtedness to Lender. Borrower waives notice of the acceptance of this Agreement by Lender.
- 8.1.4. Nothing in this Agreement shall constitute a waiver of or limitation on any immunity from or limitation on liability to which Lender is entitled under law.

PART 9. MISCELLANEOUS PROVISIONS

- 9.1 **Limited Liability Company status and authority of Borrower.** Borrower herein covenants that it is a limited liability company duly organized and existing and in good standing under the laws of the State of Minnesota and has the appropriate power and authority to own its property and carry on its business as it is being conducted at the time of this Agreement; Borrower has full power, authority, and proper authorization to enter into this Agreement and the loan and security transactions attendant thereto.
- 9.2 **No waiver.** No delay or failure by Lender in the exercise of any right or remedy under this Agreement or under law shall constitute a waiver thereof, and no single or partial exercise by Lender of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.
- 9.3 **Agreements upheld despite invalidity of any clause.** If a court of competent jurisdiction determines any clause or provision of this Agreement to be invalid or void for any reason, such findings will not affect the validity and enforceability of the balance of this Agreement.
- 9.4 **Collection costs and expenses.** Borrower and Guarantor agree to pay upon demand all of Lender's court costs and disbursements, including attorney's fees, and other expenses allowed by law or the court, if incurred in reasonable connection with this Agreement and the enforcement thereof or in connection with the loan or the collection thereof.
- 9.5 **Modifications in writing only.** Any modification of this Agreement must be in writing and signed by all parties hereto to be valid.
- 9.6 **Applicable law.** The loan documents discussed herein shall be governed by and construed in accordance with the laws of the State of Minnesota. The Lender may, in its discretion, utilize the laws of other states where property of the Borrower or any Guarantor is located to enforce this Agreement and collect the indebtedness. Lender may also in its sole discretion utilize any applicable federal laws of the United States of America to enforce this Agreement and the Lender's rights in the Collateral pledged in this Agreement and collect the indebtedness described herein.
- 9.7 **Notice of litigation.** Borrower and Guarantor shall promptly inform Lender in writing of all material adverse changes in Borrower's or any Guarantor's financial condition, and all litigation and claims and all threatened litigation and claims affecting the Borrower or any Guarantor that could materially affect the financial condition of the Borrower or any Guarantor.
- 9.8 **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address on the cover page of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying the purpose of the notice is to change the party's address.

LENDER:

City of Ramsey

By: _____
Sarah Strommen, Mayor

By: _____
Kurt Ulrich, City Administrator

BORROWER:

**MK Johnson Properties, LLC, a
Minnesota Limited Liability Company**

By: _____
Kristen Johnson, Registered Agent

INDIVIDUAL GUARANTOR:

By: _____
Michael Johnson

By: _____
Kristen Johnson

Exhibit A
to
Loan Agreement

GUARANTY

This Guaranty ("Guaranty") is made on August ____, 2017, by Michael Johnson and Kristen Johnson, an individual ("Guarantor"), in favor of the City of Ramsey, a municipal corporation (together with its participants, endorsees, successors, and assigns, "Lender").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Guarantor guarantees and agrees:

1. Guarantor absolutely and unconditionally guarantees to Lender the full and prompt payment, when due, of all obligations: (a) of MK Johnson Properties, LLC, a Minnesota limited liability company ("Borrower") under the Loan Agreement dated August ____, 2017 ("Loan Agreement"); (b) of Borrower under the Promissory Note dated August ____, 2017 in the principal amount of \$100,000 from Borrower in favor of Lender ("Note"); (c) of MK Johnson Properties, LLC, a Minnesota limited liability company ("Mortgagors") under the Mortgage of August ____, 2017, from Mortgagor to Lender ("Mortgage"); and (d) of Borrower or Mortgagor under any other documents executed and/or delivered by Borrower, Mortgagor, and/or Guarantor to Lender in connection with the loan described in the Loan Agreement (all of the foregoing, collectively, the "Indebtedness").
2. No act or thing need occur to establish the liability of Guarantor, and no act or thing (except full payment and discharge of all Indebtedness) shall exonerate Guarantor or modify, reduce, limit, or release the liability of Guarantor. This is an absolute, unconditional, and continuing guaranty of payment of the Indebtedness and any renewals, extensions, and refinancings thereof. Any adjudication of bankruptcy or death or disability or incapacity of Guarantor shall not revoke this guaranty, except upon actual receipt of written notice thereof by Lender and then only prospectively, as to future transactions or Indebtedness incurred.
3. If Guarantor dies or becomes insolvent or initiates or has initiated against Guarantor any act, process, or proceeding under the United States Bankruptcy Code or any other bankruptcy, insolvency, or reorganization law or otherwise for the modification or adjustment of the rights of creditors, then Guarantor will immediately pay to Lender, to the extent permitted under prevailing state and federal law, all Indebtedness then outstanding, whether or not any Indebtedness is then due.
4. Until all of the Indebtedness and the obligations of Guarantor have been paid in full, Guarantor shall not have and waives any right or subrogation to the rights of Lender against Borrower, or any other guarantor, maker, or endorser. Guarantor waives all rights to any reimbursement, contribution, recourse, and indemnity therefrom; suspends any right to enforce any remedy which Lender now has or may have against Borrower, and any other guarantor, maker, or endorser until all of the Indebtedness to Lender has been irrevocably paid to Lender; and Guarantor waives any benefit of, and any other right to participate in, any collateral security for the Indebtedness or any guaranty of the Indebtedness now or held by Lender.

5. If any payment received and applied by Lender to Indebtedness is set aside, recovered, or required to be returned (including, without limitation, the bankruptcy, insolvency, or reorganization of Borrower or such other person), the Indebtedness to which such payment was applied shall, for this Guaranty, be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such Indebtedness as fully as if such application had not been made.
6. Lender shall not be obligated by its acceptance of this Guaranty to engage in any transactions with or for Borrower. Whether or not any existing relationship between Guarantor and Borrower has been changed or ended and whether or not this Guaranty has been revoked under Paragraph 2, Lender may enter into transactions resulting in the creation or continuance of Indebtedness and may otherwise agree, consent to, or suffer the creation or continuance of any Indebtedness, without the consent or approval by Guarantor and without notice to Guarantor. Guarantor's liability shall not be affected or impaired by: (a) any acceptance of collateral security, guarantors, accommodation parties, or sureties for any or all Indebtedness; (b) one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities, or other contractual terms applicable to any Indebtedness; (c) any waiver or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of Indebtedness, or any failure to institute proceedings, to sue, to give any required notices, or to otherwise protect any Indebtedness; (d) any full or partial release of, discharge, compromise or settlement with, or agreement not to sue Borrower or any other guarantor or other person liable for any Indebtedness; (e) any release, surrender, cancellation, or other discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal or substitution therefore; (f) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to preserve, protect, insure, care for, exercise, or enforce any collateral security; (g) any modification, alteration, substitution, exchange, surrender, cancellation, termination, release, or other change, impairment, limitation, loss, or discharge of any collateral security; (h) any collection, sale, lease, or other disposition of, or any other foreclosure or enforcement of or realization on, any collateral security; (i) any assignment, pledge, or other transfer of any Indebtedness or any evidence thereof; or (j) any manner, order, or method of application of any payments or credits upon Indebtedness.
7. Guarantor waives any and all defenses, claims, and setoffs related to any Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, Guarantor will not assert against Lender any defense of waiver, release, discharge in bankruptcy, statute of limitations, res judicata, statute of frauds, anti-deficiency statute, fraud, incapacity, minority, usury, illegality, or unenforceability which may be available to Borrower or any other person liable regarding any Indebtedness, or any setoff available against Lender to Borrower or any such other person, whether or not for a related transaction, and Guarantor expressly agrees that Guarantor shall be and remain liable for any deficiency

remaining after foreclosure of any security interest securing Indebtedness, whether or not the liability of Borrower or any other obligor for such deficiency is discharged under statute or judicial decision. The liability of Guarantor shall not be affected or impaired by any voluntary or involuntary liquidation, dissolution, sale, or other disposition of all or substantially all the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition, or readjustment of, or other similar event or proceeding affecting Borrower or any other guarantor or obligor, or any of their respective assets. Guarantor will not assert against Lender any claim, defense, or setoff available to Guarantor against Borrower or any other guarantor or obligor.

8. The Guaranty shall be effective whether or not accepted in writing by Lender and Guarantor waives notice of the acceptance of this Guaranty by Lender. Guarantor waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. Lender shall not be required first to resort for payment of the Indebtedness to Borrower or other persons, or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this Guaranty.
9. This Guaranty shall be enforceable against each person signing this Guaranty, even if only one person signs and regardless of any failure of other persons to sign this Guaranty or to otherwise guaranty the Indebtedness. All agreements and promises shall be construed to be, and are declared to be, joint and several in every particular regarding the Guarantor and any other guarantors of the Indebtedness, and all such agreements and promises shall be fully binding upon and enforceable against any or all such guarantors.
10. Guarantor will pay or reimburse Lender for all costs and expenses (including, but not limited to, reasonable attorneys' fees and legal expenses) incurred by Lender for the collection of any Indebtedness or the enforcement of this Guaranty.
11. Guarantor acknowledges that the right to trial by jury is a constitutional one, but that it may be waived and that the time and expense required for trial by a jury may exceed the time and expense required for trial without a jury. Guarantor, after consulting (or having had the opportunity to consult) with counsel of guarantor's choice, knowingly and voluntarily, and for the mutual benefit of lender and guarantor, waives any right to trial by jury in the event of litigation regarding the performance or enforcement of, or in any way related to, this guaranty, the note, the loan agreement, the mortgage, and any related agreements, or obligations thereunder. Guarantor has read all of this guaranty and understands all of the provisions of this guaranty. Guarantor also agrees that compliance by lender with the express provisions of this guaranty shall constitute good faith and shall be considered reasonable for all purposes.
12. Guarantor agrees that this Guaranty shall apply to all of Guarantor's assets regardless of whether Guarantor has transferred said assets into a trust or other entity prior to or after the execution of this Guaranty.

13. Except as otherwise provided to the contrary, this Guaranty shall be binding upon and inure to the benefit of the parties hereto and their personal representatives, heirs, successors, and assigns. No other person has any rights, interest, or claims hereunder or is entitled to any benefits under or on account of this Guaranty as a third-party beneficiary or otherwise.
14. This Guaranty shall be governed by, interpreted, and enforced under the laws of Minnesota, without giving effect to its conflict of laws provisions. Any litigation between the parties shall be conducted exclusively in the state and federal courts in Anoka County, Minnesota, and any arbitration or similar proceeding shall be conducted exclusively at a location within such county and state. Each party consents to the jurisdiction and venue of the courts described above.
15. If any provision or application of this Guaranty is held unlawful or unenforceable, such illegality or unenforceability shall not affect other provisions or applications which can be given effect, and this Guaranty shall be construed as if the unlawful or unenforceable provision or application had never been contained or prescribed.
16. All representations and warranties in this Guaranty or in any other agreement between Guarantor and Lender shall survive the execution, delivery, and performance of this Guaranty and the creation and payment of the Indebtedness.
17. This Guaranty may not be waived, modified, invalidated, terminated, or released or otherwise changed except by a writing signed by Lender.

Guarantor has signed this Guaranty on the date set forth in the first paragraph of the Guaranty.

Kristen Johnson

Michael Johnson

PROMISSORY NOTE

\$100,000

Ramsey, Minnesota
August _____, 2017

For Value Received, MK Johnson Properties, LLC, a Minnesota limited liability company ("Borrower") promises to pay to the order of the City of Ramsey, a municipal corporation ("Lender"), at 7550 Sunwood Dr. NW, Ramsey, MN 53303, or at such other location as Lender may direct, in lawful money of the United States of America, the principal amount of \$100,000, with interest at the Stated Rate (as defined below) computed on the principal balance of this Promissory Note outstanding from time to time. The principal balance and all accrued interest are fully due and payable on the Maturity Date (as defined below), unless sooner required under the terms hereof.

1. **Definitions.** The following terms have the following meanings wherever they are used in this Promissory Note:
 - (a) "Borrower" means MK Johnson Properties, LLC, a Minnesota limited liability company.
 - (b) "Lender" means the Lender named in the first paragraph and each subsequent holder or holders of this Promissory Note, and their respective heirs, personal representatives, successors and assigns.
 - (c) "Loan" means all amounts advanced hereunder plus all interest, charges and fees due to Lender hereunder.
 - (d) "Maturity Date" means October 01, 2032.
 - (e) "Stated Rate" means 3% per annum.
2. **Payments.** Principal and interest at the Stated Rate shall be paid in consecutive monthly installments on the first day of each month beginning November 01, 2017. Each installment shall be in the amount of \$690.58, sufficient to amortize the Loan fully over the remaining term of the Loan.
3. **Application of Payments.** All payments and prepayments shall be applied first to any costs of collection, second to accrued interest on this Promissory Note, and third to principal.
4. **Prepayment.** This Promissory Note may be prepaid in full or in part at any time without premium or penalty. Prepayments shall apply to Borrower's indebtedness last incurred.
5. **Loan Documents; Security.** This Promissory Note is given to evidence the Loan and is the Note referred to and secured by the following ("Loan Documents"):
 - Loan Agreement
 - Combination Mortgage, Security Agreement and Fixture Financing Statement

- Guarantee

6. **Defaults.** If Borrower fails to pay any sum to Lender as and when the same becomes due, or breaches any provision contained herein or in any Loan Document, then Lender shall have, besides any and all other rights, remedies, and recourse available to Lender, the right and option to declare the unpaid principal balance and accrued interest on this Promissory Note immediately due and payable without notice, demand or presentment for payment to Borrower or others, and to foreclose all liens and security interests securing the payment of the same and to invoke all rights, remedies, and recourse relating thereto. The remedies of Lender may be pursued singly, successively, or together, at the sole discretion of Lender, and may be exercised as often as occasion arises. No act of omission or commission of Lender, including any failure to exercise any right, remedy or recourse, shall be deemed a waiver or release of same, such waiver or releases to be effective only as set forth in a written document executed by Lender and then only to the extent specifically recited. A waiver or release for one event or occurrence shall not be construed as continuing as a bar to, or as a waiver or release of, any subsequent right, remedy, or recourse as to any subsequent event or occurrence.
7. **Lender's Costs.** If Lender engages outside legal counsel for advice to Lender regarding Lender's rights and remedies under, or enforcement of, this Promissory Note, Borrower shall pay all legal expenses incurred by Lender, irrespective of whether any suit or other proceeding has been or is filed or commenced. Any such expenses, costs and charges will constitute additional indebtedness of Borrower to Lender, payable upon demand, accruing interest at the time of such expenditure by Lender at the rate provided herein.
8. **Interest Limitation.** All agreements between Borrower and Lender are limited so that in no contingency or event (whether by acceleration of maturity of the indebtedness evidenced by this Promissory Note or otherwise) shall the amount paid or agreed to be paid to Lender for the Loan exceed the maximum permissible under applicable law. If, from any circumstances, fulfillment of any provisions of this Promissory Note or the other Loan Documents shall cause the interest to be paid to exceed the maximum permitted under applicable law, then the obligation to be fulfilled shall automatically be reduced to an amount that complies with applicable law. If, from any circumstances, Lender should ever receive as interest an amount that would exceed the highest lawful rate of interest, such amount over such lawful rate shall apply to the reduction of the principal balance of this Promissory Note and not to the payment of interest.
9. **Waivers.** Borrower waives presentment for payment, protest, notice of nonpayment, and notice of dishonor.
10. **Governing Law, Jurisdiction, and Venue.** This Promissory Note shall be governed by, interpreted, and enforced under the laws of Minnesota, without giving effect to its conflict of laws provisions. Any litigation between the Parties shall be conducted exclusively in the state and federal courts in Anoka County, Minnesota, and any arbitration or similar proceeding shall be conducted exclusively at a location within

such county and state. Each Party consents to the jurisdiction and venue of the courts described above.

MK JOHNSON PROPERTIES, LLC

By: Kristen Johnson, Registered Agent

THE MAXIMUM PRINCIPAL AMOUNT OF INDEBTEDNESS SECURED HEREBY, EXCLUDING ADVANCES MADE BY THE MORTGAGEE IN PROTECTION OF THE PREMISES OR THE LIEN OF THIS MORTGAGE, SHALL BE ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000).

**COMBINATION MORTGAGE, SECURITY AGREEMENT
AND FIXTURE FINANCING STATEMENT**

THIS COMBINATION MORTGAGE, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT (the "Mortgage"), is made this ____ day of August, 2017, from **MK Johnson Properties, LLC, a Minnesota limited liability company** ("Mortgagor") to **City of Ramsey, a municipal corporation** ("Mortgagee").

In consideration of the sum of One Hundred Thousand and no/100 Dollars (\$100,000) to Mortgagor or to its benefit in hand paid, and for the purpose of securing (a) the repayment of the indebtedness evidenced by Mortgagor's note below described ("Note"):

<u>Date of Note</u>	<u>Principal Balance Due</u>
August _____, 2017	\$100,000

payable to the order of Mortgagee with interest thereon as set forth therein, principal and interest being due and payable as set forth therein, with the full principal balance being due and payable not later than October 01, 2032 and all amendments, renewals, extensions and modifications thereof; (b) the payment of all other sums with interest thereon as may be advanced by Mortgagee in accordance with this Mortgage (the indebtedness evidenced by the Note and all such other sums are hereinafter collectively referred to as the "Indebtedness"); and (c) the performance of all the covenants, conditions and agreements of Mortgagor herein contained, Mortgagor does hereby mortgage, grant, bargain, sell, assign, transfer and convey unto Mortgagee, its successors and assigns, forever, with power of sale, the following:

I.

All of its right, title and interest in and to the tracts, parcels and interest in the land described in **Exhibit A** attached hereto (the "Land"), and the buildings, structures, equipment and other improvements now standing or at any time hereafter constructed or placed upon the Land (the "Improvements") including, but not limited to, (i) all building materials, supplies and equipment now or hereafter located on the Land and suitable or intended to be incorporated in any building, structure, or other improvement located or to be erected on the Land, (ii) all heating, plumbing and lighting apparatus, motors, engines and machinery, electrical equipment, dynamos, transformers, oil burners, sprinkling equipment, boilers, furnaces, elevators and motors, equipment, communication systems, incinerator apparatus, ventilating and air conditioning equipment, water and gas apparatus, pipes, faucets, and all other fixtures of every description which are now or may hereafter be placed or used upon the Land or in any building or improvement now or hereafter located thereon (excluding, however, fixtures owned by tenants occupying space in any building now or hereafter located on the Land which are not basic to the operation of the building), (iii) all appliances, water softeners, carpets, carpeting, window shades and blinds, furniture, furnishings, maintenance equipment, chairs, tables, linen, desks, stoves, refrigerators, televisions, washing machines and dryers, restaurant equipment and all other personal property now or hereafter located in, or on, or used, or intended to be used in connection with the Land or the Improvements (excluding personal property owned by tenants occupying space in any building now or hereafter located on the Land), (iv) all additions, accessions, increases, parts, fittings, accessories, replacements, substitutions, betterments and repairs to and of any and all of the foregoing, (v) all proceeds of the property described in the foregoing subparagraphs (i) through (iv), including all insurance proceeds and condemnation awards made with respect to such property, and (vi) all hereditaments, easements, appurtenances, estates, riparian rights, mineral rights and all other rights and interests now or hereafter belonging to or in any way pertaining to the Land or to any building or improvement now or hereafter located thereon.

II.

All rents, issues, profits, condemnation awards, insurance proceeds, revenues and income arising from the ownership or operation of the Land and the Improvements and all proceeds and products thereof (herein collectively called "Revenues and Income").

To Have and To Hold the Lands and Improvements (together the "Mortgaged Property"), and the Revenues and Income therefrom, together with all privileges, hereditaments and appurtenances thereunto now or hereafter belonging or in anywise appertaining, and the proceeds thereof unto Mortgagee forever: provided, nevertheless, that this Mortgage is upon the express

condition that if Mortgagor shall cause to be paid to Mortgagee as and when due and payable the principal of, premium, if any, and interest on the Note, and all other Indebtedness, and if Mortgagor shall also keep and perform each and every covenant and agreement of Mortgagor herein contained, then, this Mortgage and the estate hereby granted shall cease and be and become void and shall be released of record at the expense of Mortgagor; otherwise this Mortgage shall be and remain in full force and effect.

Mortgagor represents, warrants and covenants to and with Mortgagee that it is lawfully seized of the Land in fee simple and has good right and full power and authority to execute this Mortgage and to mortgage the Mortgaged Property: that Mortgagor own the Mortgaged Property free from all liens, security interests and encumbrances with the exception of those permitted encumbrances set forth in **Exhibit B** attached hereto (the "Prior Permitted Encumbrances"); that Mortgagor will warrant and defend its title to the Mortgaged Property and the lien and priority of this Mortgage against all claims and demands of all persons whomsoever, whether now existing or hereafter arising, with the exception of the Prior Permitted Encumbrances; and that all buildings and improvements now or hereafter located on the Land are, or will be, located entirely within the boundaries of the Land. The covenants and warranties of this paragraph shall survive foreclosure of this Mortgage and shall run with the Land.

Mortgagor further covenants and agrees as follows:

1. Payment of the Note. Mortgagor shall duly and punctually pay the principal of and interest on the Note, together with any prepayment charges and late charges provided for in the Note, in accordance with the terms of the Note, and pay all other Indebtedness, when and as due and payable. The provisions of the Note are hereby incorporated by reference into this Mortgage as fully as if set forth at length herein.

2. Status of Mortgagors. The Mortgagor's exact legal name is correctly set forth at the end of this Mortgage Instrument. The Mortgagor, if applicable, is an organization of the type specified in the first paragraph of this Mortgage. The Mortgagor is incorporated in or organized under the laws of the state specified in the first paragraph of this Mortgage. The Mortgagor will not cause or permit any change to be made in its name, identity or corporate or partnership structure, including, any transfer, assignment, sale or encumbrance with respect to any partnership interests or corporate shares of Mortgagor whether by Mortgagor or any of its partners or shareholders unless the Mortgagor shall have first notified the Mortgagee in writing of such change at least 30 days prior to the effective date of such change, and shall have first taken all action required by the Mortgagee, for the purpose of perfecting or protecting the lien and security interest of the Mortgagee. The Mortgagor's principal place of business and chief executive office, and the place where Mortgagor keeps its books and records, including recorded data of any kind or nature, regardless of the medium or recording, including software, writings, plans, specifications and schematics, has been for the preceding four months (or, if less, the entire period of the existence of the Mortgagor) and will continue to be the address of the Mortgagor set forth at the end of the Mortgage (unless the Mortgagor notifies the Mortgagee in writing at least 30 days prior to the date of such change). The Mortgagor's organizational identification numbers, if any, assigned by the state of incorporation or organization is correctly set forth on the first page of this Mortgage. The Mortgagor shall promptly notify the Mortgagee of any change in its organizational identification number. If the Mortgagor does not now have an organizational identification number and later obtains one, the Mortgagor promptly shall notify the Mortgagee of such organizational identification number.

3. Insurance.

a. Mortgagor shall keep the buildings, structures, fixtures, personal property and other improvements now existing or hereafter erected or placed on the Land insured against loss by fire, perils of extended coverage, and such other hazards, casualties and contingencies, on an "all risk" form, for the full replacement cost, with coverage for demolition and increased costs of construction, for such periods with policies in such form as may be required by Mortgagee. All insurance shall be carried in companies approved by Mortgagee and the policies and renewals thereof shall (i) contain a waiver of defense based on coinsurance, (ii) be constantly assigned and pledged to and held by Mortgagee as additional security for the Indebtedness secured by this Mortgage, (iii) contain an agreement of the insurer that it will not cancel the policy except after thirty (30) days prior written notice to Mortgagee, (iv) contain a standard or union mortgage clause (sometimes known as the New York Standard Mortgage Clause), creating a separate contract between the insurer and Mortgagee, in favor of and in form acceptable to Mortgagee, (v) include effective waivers by the insurer of all claims for insurance premiums against Mortgagee, (vi) provide that any losses shall be payable notwithstanding (1) any act of negligence of Mortgagor or Mortgagee, (2) any foreclosure or other proceedings or notice of sale relating to the Mortgaged Property, or (3) any change in the title to or ownership of the Mortgaged Property, and (vii) shall be reasonably satisfactory to Mortgagee in all other respects. In default thereof, Mortgagee may effect such insurance and the amount paid therefor shall become immediately due and payable with interest at the rate provided in the Note and shall be secured by this Mortgage. Notwithstanding anything herein to the contrary, it shall be Mortgagor's and not Mortgagee's responsibility to maintain insurance coverage. In event of loss Mortgagor will give immediate notice by mail to Mortgagee, who may make proof of loss if not made promptly by Mortgagor. Mortgagor hereby authorizes Mortgagee to settle and compromise all claims on such policies and hereby authorizes and directs each insurance company concerned to make payment for any such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly. In the event that the loss exceeds \$20,000.00, the insurance proceeds,

or any part thereof, may be applied by Mortgagee at its option either to the reduction of the Indebtedness hereby secured (provided that in the event such application does not pay said Indebtedness in full, any such partial payment shall not affect or suspend remaining installment payments of principal and interest due under the Note) or to the restoration or repair of the property damaged. The original of all policies of insurance shall be deposited with Mortgagee. In lieu of a deposit of the original policy, Mortgagor may provide a certificate of insurance and a certified copy of the insuring provisions of a master policy of insurance covering the Mortgaged Property. Mortgagor shall provide Mortgagee upon request with appropriate evidence that all premiums on said policies of insurance have been paid. In the event of foreclosure of this Mortgage, all right, title and interest of Mortgagor in and to any insurance policies then in force and proceeds of insurance not yet paid for loss or damage shall pass to the purchaser at the foreclosure sale.

Notwithstanding the provisions contained in Paragraphs 3 and 13 of this Mortgage to the contrary, if all or a portion of the Improvements is taken by eminent domain, or destroyed or damaged by fire or other casualty, Mortgagor may elect to have the proceeds of insurance or the condemnation award, less the portion thereof applied to the costs of obtaining such proceeds or award (the "Net Proceeds") applied to replace, repair, rebuild, and restore the Mortgaged Property to substantially the same condition as existed before "the taking or event causing the damage or destruction, with such changes, alterations, and modifications as may be desired by Mortgagor and approved by Mortgagee, and will be suitable for continued operation of the Mortgaged Property for the business purposes of Mortgagor, subject to the following conditions:

- (i) No uncured Event of Default shall exist hereunder on the date any disbursement of Net Proceeds is requested by Mortgagor;
- (ii) The appraised value of the Land and improvements after such restoration or repair shall not have been reduced below the appraised value of the Mortgaged Property as of the date of this Mortgage; and
- (iii) All Net Proceeds shall be paid to Mortgagee and shall be disbursed by an escrow agent designated by Mortgagee, in the manner consistent with disbursements of construction proceeds. Prior to the first disbursement of Net Proceeds, Mortgagor shall provide Mortgagee with plans and specifications for the restoration reasonably acceptable to Mortgagee, a copy of the construction contract with a contractor reasonably acceptable to Mortgagee providing for the necessary reconstruction and repair, insurance coverage commonly required for new construction, and a sworn cost statement itemizing all costs of the restoration and demonstrating that the Net Proceeds are sufficient to pay such costs. If the Net Proceeds are insufficient to complete restoration, Mortgagor shall deposit the difference with the escrow agent prior to the first disbursement of Net Proceeds.

b. Mortgagor shall also maintain public liability, including personal injury and property damage, insurance applicable to the Mortgaged Property in such amounts as are usually carried by persons operating similar properties in the same general locality but in any event with limits of liability not less than \$1,000,000.00 combined single limit, naming Mortgagee as an additional insured, and containing an agreement of the insurer that it will not cancel the policy except after thirty (30) days prior written notice to Mortgagee.

c. If the Land or any part thereof is located in a designated official flood-hazard area, Mortgagor shall also maintain flood insurance insuring the Mortgaged Property now existing or hereafter erected on the Land in an amount equal to the actual replacement cost thereof or to the maximum limit of coverage made available with respect to the Mortgaged Property under the Federal Flood Disaster Protection Act of 1973 (P.L. 93-234), as amended, whichever is less.

4. Payment of Taxes, Assessments and Other Charges. Subject to required payments under paragraph 5 hereof and to paragraph 8 relating to contests, Mortgagor shall pay before a penalty might attach for nonpayment thereof, all taxes and assessments and all other charges whatsoever levied upon or assessed or placed against the Mortgaged Property, except that assessments may be paid in installments so long as no fine or penalty is added to any installment for the nonpayment thereof. Mortgagor shall likewise pay all taxes, assessments and other charges, levied upon or assessed, placed or made against, or measured by, this Mortgage, or the recordation hereof, or the Indebtedness secured hereby, provided that Mortgagor shall not be obliged to pay such tax, assessment or charge if such payment would be contrary to law or would result in the payment of an unlawful rate of interest on the Indebtedness secured hereby; and .provided further that nothing herein contained shall be construed as requiring Mortgagor to pay any net income, profits or revenue taxes of Mortgagee. Mortgagor shall promptly furnish to Mortgagee all notices received by Mortgagor of amounts due under this paragraph and in the event Mortgagor shall make payment directly. Mortgagor shall promptly furnish to Mortgagee receipts evidencing such payments.

5. Fund for Taxes, Assessments and Insurance.

a. Unless waived in writing by Mortgagee, Mortgagor shall pay to Mortgagee on the day installments of principal and interest are payable under the Note, or on such other day of the month Mortgagee may direct until the Indebtedness is paid in full, a sum equal to one-twelfth of the yearly taxes and assessments levied against the Mortgaged Property, plus one-twelfth of the annual premiums for the insurance required by paragraph 3 hereof, all as estimated initially and from time to time by Mortgagee, to be applied by Mortgagee to pay said taxes, assessments and insurance premiums (such amounts being hereafter referred to as the "Funds"). Mortgagee shall apply the Funds to pay said taxes, assessments and insurance premiums so long as the amount of Funds held by Mortgagee is sufficient to make such payments. No earnings or interest shall be payable to Mortgagor on the Funds. Such Funds shall not be, nor be deemed to be trust funds, and Mortgagee shall have the right to hold the Funds in any manner Mortgagee elects and may commingle the Funds with other monies held by Mortgagee.

b. If the amount of the Funds held by Mortgagee shall exceed at any time the amount deemed necessary by Mortgagee to provide for the payment of taxes, assessments and insurance premiums, such excess shall, at the option of Mortgagee, either be promptly repaid to Mortgagor or be credited to Mortgagor on the next monthly installments of Funds due. If at any time the amount of the Funds held by Mortgagee shall be less than the amount deemed necessary by Mortgagee to pay taxes, assessments and insurance premiums as they fall due, Mortgagor shall promptly pay to Mortgagee any amount necessary to make up the deficiency upon notice from Mortgagee to Mortgagor requesting payment thereof. The Funds are pledged as additional security for the Indebtedness.

c. Upon the occurrence of any Event of Default (as defined in Paragraph 21 hereof), Mortgagee may apply in any order as Mortgagee shall determine in its sole discretion, any Funds held by Mortgagee at the time of application to pay taxes, assessments and insurance premiums which are then or will thereafter become due or as a credit against the Indebtedness. Upon payment in full of all Indebtedness, Mortgagee shall promptly refund any Funds held by Mortgagee.

d. Any waiver by Mortgagee of the requirements of this paragraph 5 may be revoked without prior notice by Mortgagee at any time for any reason.

6. Payment of Utility Charges. Subject to paragraph 8 relating to contests, Mortgagor shall pay all charges (exclusive of charges which are the obligations of tenants to pay) made by utility companies, whether public or private, for electricity, gas, heat, water or sewer, furnished or used in connection with the Mortgaged Property or any part thereof, and shall, upon written request of Mortgagee, furnish proper receipts evidencing such payment.

7. Liens. Subject to paragraph 8 hereof relating to contests, Mortgagor shall not create, incur or suffer to exist any lien, encumbrance or charge filed of record against the Mortgaged Property or the Revenues and Income or any part thereof, other than the lien of current real estate taxes and installments of special assessments with respect to which no penalty is yet payable and the Prior Permitted Encumbrances. Mortgagor shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Mortgaged Property. Mortgagor shall pay all expenses and attorney fees incurred by Mortgagee by reason of litigation with any third party for the protection of the lien of this Mortgage or the preservation of the Mortgaged Property.

8. Permitted Contests. Mortgagor shall not be required to (i) pay any tax, assessment or other charge referred to in paragraph 4 hereof, (ii) pay any charge referred to in paragraph 6 hereof, (iii) discharge or remove any lien, encumbrance or charge referred to in paragraph 7 hereof, or (iv) comply with any statute, law, rule, regulation or ordinance referred to in paragraph 9 hereof, so long as Mortgagor shall (a) contest, in good faith, the existence, amount or the validity thereof, the amount of damages caused thereby or the extent of Mortgagor's liability therefor, by appropriate proceedings which shall operate during the pendency thereof to prevent (A) the collection of, or other realization upon the tax, assessment, charge or lien, encumbrance or charge so contested, (B) the sale, forfeiture or loss of the Mortgaged Property or any part thereof, and (C) any interference with the use or occupancy of the Mortgaged Property or any part thereof, and (b) shall give such security to Mortgagee as may be reasonably demanded by Mortgagee to insure compliance with the foregoing provisions of this paragraph 8. Mortgagor shall give prompt written notice to Mortgagee of the commencement of any contest referred to in this paragraph 8.

9. Preservation and Maintenance of Mortgaged Property. Mortgagor (i) shall keep the buildings and other Improvements now or hereafter erected on the Land in safe and good repair and condition, ordinary depreciation excepted, (ii) shall constantly maintain the parking and landscaped areas of the Mortgaged Property, (iii) shall not commit waste or permit impairment or deterioration of the Mortgaged Property, (iv) shall not alter or permit the alteration by any tenant of the design or structural character of any building now or hereafter erected on the Land or hereafter construct, or permit any tenant to construct additions to existing buildings or additional buildings on the Land, without the prior written consent of Mortgagee, (v) shall not remove or permit removal from the Land of any of the fixtures or personal property included in the Mortgaged Property unless the same is

immediately replaced with like property of at least equal value and utility, and this Mortgage becomes a valid first lien on such property, and (vi) shall not remove or permit removal from the Land of any buildings or other structures, nor do any act that would impair or lessen the value of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagor covenants, warrants and represents that Mortgagor is in compliance with all present, and will promptly comply with all future laws, ordinances, rules and regulations of any governmental authority affecting the Mortgaged Property.

10. Right of Mortgagee to Enter. Mortgagor will permit Mortgagee and its agent to enter and to authorize others to enter upon any or all of the Mortgaged Property, at any time and from time to time, to inspect the same, to perform or observe any covenant, conditions, or terms which Mortgagor shall fail to perform, meet or comply with, or for any other purpose in connection with the protection or preservation of Mortgagee's security, without thereby becoming liable to Mortgagor or any person in possession under Mortgagor. Mortgagee is under no obligation to exercise the rights permitted by this Section. If any such inspection is made during construction of the Mortgaged Property or thereafter, said inspection shall be strictly for the benefit of Mortgagee. Mortgagor hereby assumes all inspection responsibilities with respect to the construction, if any, of the Mortgaged Property.

11. Prior Permitted Encumbrances. Mortgagor shall keep current and free from default all Prior Permitted Encumbrances.

12. Uniform Commercial Code Security Interest. This Mortgage shall constitute a security agreement pursuant to the Uniform Commercial Code covering any of the items or types of property included as part of the Mortgaged Property that may be subject to a security interest pursuant to the Uniform Commercial Code, and Mortgagor hereby grants Mortgagee a security interest in such items or types of property. This Mortgage or a reproduction hereof, is sufficient as a financing statement and as a financing statement, it covers goods which are or are to become fixtures on the Land. The Mortgagor hereby authorizes the Mortgagee at any time and from time to time to file any initial financing statements, amendments thereto and continuation statements with or without the signature of the Mortgagor as authorized by applicable law, as applicable to all or part of the Mortgaged Property and/or the Mortgaged Property. Mortgagor shall pay all costs of filing such instruments. For purposes of such filings, the Mortgagor agrees to furnish any information requested by the Mortgagee promptly upon request by the Mortgagee. The Mortgagor also ratifies its authorization for the Mortgagee to have filed any like initial financing statements, amendments thereto and continuation statements, if filed prior to the date of this security instrument. The Mortgagor hereby irrevocably constitutes and appoints the Mortgagee and any officer or agent of the Mortgagee, with full power of substitution, as their true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of the Mortgagor or in the Mortgagor's own names to execute in the Mortgagor's names any documents and otherwise to carry out the purposes of this Section 12, to the extent that the Mortgagor's authorization above is not sufficient. To the extent not permitted by law, the Mortgagor hereby ratifies all acts said attorneys-in-fact have lawfully done in the past or shall lawfully do or cause to be done in the future by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable.

13. Condemnation. If all or any part of the Mortgaged Property is damaged, taken, or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, or by reason of sale under threat thereof, or in anticipation of the exercise of the right of condemnation or other eminent domain proceedings, the amount of any award or other payment for such taking, acquisition or damages made in consideration thereof, to the extent of the full amount of the remaining unpaid Indebtedness secured by this Mortgage, is hereby assigned to Mortgagee, who is empowered to collect and receive the same and to give proper receipts therefor in the names of Mortgagor and the same shall be paid forthwith to Mortgagee. Mortgagee at its option, may release any such award or monies so received or apply same in whole or in part, after the payment of all of its expenses, including costs and attorneys' fees, on account of the last maturing installments of the Indebtedness, irrespective of whether such installments are then due and payable. Mortgagor shall give written notice to Mortgagee immediately upon its receipt of notice of the institution of any condemnation proceeding or other eminent domain proceedings or negotiations with respect thereto.

14. Subrogation. If Mortgagee pays any prior lien from the proceeds of the loan secured by this Mortgage, it shall be subrogated to the rights of the holder of such prior lien as fully as if such lien had been assigned to Mortgagee.

15. Protection of Mortgagee's Security. Subject to the rights of Mortgagor under paragraph 8 hereof, if Mortgagor fail to perform any of the covenants and agreements contained in this Mortgage or if any action or proceeding is commenced which affects the Mortgaged Property or the interest of Mortgagee therein, or the title thereto, then Mortgagee, at Mortgagee's option, may perform such covenants and agreements, defend against and/or investigate such action or proceeding, and take such other action as Mortgagee deems necessary to protect Mortgagee's interest. Mortgagee shall be the sole judge of the legality, validity and priority of any claim, lien, encumbrance, tax, assessment, charge and premium paid by it and of the amount necessary to be paid in satisfaction thereof. Mortgagee is hereby given the irrevocable power of attorney (which power is coupled with an interest and is irrevocable) to enter upon the Mortgaged Property as Mortgagor's agents in Mortgagor's names to perform any and all covenants and agreements to be performed by Mortgagor as herein provided. Any amounts or expenses disbursed or incurred by Mortgagee pursuant to this paragraph 15 with interest thereon, shall become additional Indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree in writing to other terms of repayment, such amounts shall be immediately due and payable, and shall bear interest from the date of disbursement at the annual rate stated in the Note which the Mortgage secures, unless collection from Mortgagor of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Mortgagor under applicable law. Mortgagee shall, at its option, be subrogated to the lien of any mortgage or other lien discharged in whole or in part by Mortgagee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security for this Mortgage. Nothing contained in this paragraph 15 shall require Mortgagee to incur any expense or do any act hereunder and Mortgagee shall not be liable to Mortgagor for any damages or claims arising out of action taken by Mortgagee pursuant to this paragraph 15.

16. No Secondary Financing. Mortgagor shall not create or permit to be created or to remain (with the exception of the Prior Permitted Encumbrances), any subordinate lien on the Mortgaged Property or any part thereof to secure any Indebtedness for borrowed money, without obtaining the prior written consent of Mortgagee, which consent shall not be unreasonably withheld.

17. Annual Statements, Books and Records. Within ninety (90) days of Mortgagor's fiscal year end, of each year during the term of the Note, and at such other times as Mortgagee shall reasonably request, Mortgagor shall furnish Mortgagee with financial statements prepared on a compilation basis for the previous year and a copy of Mortgagor's previous years' tax returns. Mortgagor shall also furnish to Mortgagee, within ninety (90) days of Mortgagor's fiscal year end, of each year during the term of the note, financial and operating statements of the Mortgage Property for the fiscal year including a balance sheet and a profit and loss statement and rent roll, all in reasonable detail and conforming to generally accepted accounting principles, which when required by Mortgagee, shall be prepared and certified to by a certified public accountant and Mortgagor, or other person acceptable to Mortgagee.

All required financial statements shall be prepared at the expense of Mortgagor.

In the event Mortgagor fails to furnish any such statements Mortgagee may cause an audit to be made of the respective books and records by a certified public accountant at the sole cost and expense of Mortgagor. Mortgagee also shall have the right to examine at their place of safekeeping at reasonable times all books, accounts and records relating to the operation of Mortgagor and the Mortgaged Property. Mortgagee shall be entitled to all audited reports or statements furnished to or undertaken by covering Mortgagor and the Mortgaged Property.

18. Change in Tax Laws. Mortgagor will pay all taxes, assessments and other similar charges, other than Mortgagee's income tax, which may be assessed upon the Mortgaged Property, or upon Mortgagee's interest therein, or upon this Mortgage or the monies secured hereby without regard to any law heretofore enacted or hereafter to be enacted, imposing payment of the whole or any part thereof upon Mortgagee. Upon violation of this undertaking or the passage of a law imposing payment of the whole or any portion of any of the taxes aforesaid upon Mortgagee, or upon the rendering by any court of competent Jurisdiction of a decision that the undertaking by Mortgagor as herein provided to pay taxes, assessments or other similar charges is legally inoperative, then and in any such event the Indebtedness, without any deduction, shall at the option of Mortgagee become immediately due and payable, notwithstanding anything contained in this Mortgage or any law hereafter enacted.

19. Miscellaneous Rights of Mortgagee. Mortgagee may at any time and from time to time, without notice, release any person liable for payment of any of the Indebtedness, extend the time or alter the terms of payment of any of the Indebtedness, accept additional security of any kind, release any property securing the Indebtedness, consent to the making of any plat or map of the Land or the creation of any easement thereon or any covenants restricting use or occupancy thereof, or alter or amend the terms of this Mortgage in any way. No such release, modification, addition, or change shall affect the liability of any person other than the person so released for payment of the Indebtedness, nor affect the priority and lien priority status of this Mortgage upon any property not so released.

20. Costs of Administration. If Mortgagor shall request any consent, agreement, modification, release or

information from Mortgagee concerning the Mortgaged Property, the Note, or any other agreement securing the Indebtedness, Mortgagor shall pay to Mortgagee on demand a reasonable fee for considering the request along with any expenses such as appraisal fees, attorneys' fees, or credit report charges, whether or not the request is granted by Mortgagee. Such amounts shall become additional Indebtedness of Mortgagor secured by this Mortgage and shall bear interest from the date incurred or disbursed at the rate applicable to the principal provided in the Note.

21. Event of Default Defined. Each of the following occurrences shall constitute an Event of Default hereunder (hereinafter called "Event of Default"):

a. Mortgagor shall fail to duly and punctually pay any installment of interest or of principal and interest payable under the Note, or any other payment of money to be made under the Note, or any other default or event of default occurs under the terms of the Note.

b. Mortgagor shall default in the performance of or breach of the agreement contained in paragraph 16 hereof.

c. Mortgagor shall fail to duly perform or observe any of the covenants or agreements contained in this Mortgage other than covenants, agreements or events of default as defined in this paragraph 21 herein, after 30 days written notice to Mortgagor.

d. Mortgagor shall make an assignment for the benefit of creditors, or shall admit in writing inability to pay debts as they become due, or shall generally not be paying its debts as they come due, or shall file a petition in bankruptcy, or shall become or be adjudicated a bankrupt or insolvent, however defined, or shall file a petition seeking any reorganization, dissolution, liquidation, arrangement, composition, readjustment or similar relief under any present or future bankruptcy or insolvency statute, law or regulation or shall file an answer admitting to or not contesting the material allegations of a petition filed against Mortgagor in such proceedings, or shall not, within 30 days after the filing of such petition, have same dismissed or vacated, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of a material part of Mortgagor's properties or of the Mortgaged Property or shall not, within 30 days after the appointment (without Mortgagor's consent or acquiescence) of a trustee, receiver or liquidator of any material part of Mortgagor's properties or of the Mortgaged Property, have such appointment vacated.

e. A judgment, writ or warrant of attachment or execution, or similar process shall be entered and become a lien on, or issued or levied against, the Mortgaged Property or any part thereof and shall not be released, vacated or fully bonded within 20 days after its entry, issue or levy.

f. A default or event of default, however defined, shall occur under any other mortgage, assignment or other security document constituting a lien on the Mortgaged Property or any part thereof, after 30 days written notice to Mortgagor.

g. A default or an event of default shall occur under the Loan Documents (as that term is defined in the Note), which Loan Documents are incorporated herein by reference as if set forth herein in full.

h. The Mortgaged Property, or any part thereof, or Mortgagor's legal and equitable interest therein, shall, without the prior written consent of Mortgagee, be sold, assigned, conveyed, transferred or encumbered, whether voluntarily, involuntarily, due to death or otherwise, or by operation of law, or, if Mortgagor is a corporation or partnership, any interest in Mortgagor shall be sold, conveyed, transferred or encumbered, whether voluntarily, involuntarily, due to death or otherwise, or by operation of law; this provision shall apply to each and every sale, assignment, transfer, conveyance or encumbrance regardless of whether or not Mortgagee has in connection with any previous sale, transfer, conveyance or encumbrance, consented or waived its rights, whether by action or nonaction.

i. Death of an individual Guarantor of the Note.

j. Any entity Guarantor of the Note is dissolved or fails to be in good standing under the laws of the State of Minnesota.

Immediately upon becoming aware of the existence of any condition or event which constitutes, or which after notice or lapse of time, or both would constitute, an Event of Default, Mortgagor shall give written notice to Mortgagee specifying the nature and period of existence thereof and what action Mortgagor has taken, is taking or proposes to take with respect thereto.

22. Remedies. Upon the occurrence of any Event of Default or at any time thereafter until such Event of Default is cured to the written satisfaction of Mortgagee, Mortgagee may, at its option, exercise one or more of the following rights and remedies (and any other rights and remedies available to it):

a. Mortgagee may, by written notice to Mortgagor, declare immediately due and payable all unmatured Indebtedness secured by this Mortgage, and the same shall thereupon be immediately due and payable, without further notice or demand.

b. Mortgagee shall have and may exercise with respect to all personal property and fixtures which are part of the Mortgaged Property, and with respect to the Revenues and Income, all the rights and remedies accorded upon default to a secured party under the Uniform Commercial Code, as in effect in the State of Minnesota. If notice to Mortgagor of intended disposition of such property is required by law in a particular instance, such notice shall be deemed commercially reasonable if given to Mortgagor (in the manner specified in paragraph 28) at least 10 calendar days prior to the date of intended disposition. Mortgagor shall pay on demand all costs and expenses incurred by Mortgagee in exercising such rights and remedies, including without limitation, reasonable attorneys' fees and legal expenses.

c. Mortgagee may (and is 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 Mortgaged Property at public auction and convey the same to the purchaser in fee simple, and, out of the proceeds arising from such sale, to pay all Indebtedness 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 Mortgagor agree to pay.

d. Mortgagor hereby waives all right of homestead exemption in the Mortgaged Property.

23. Waiver of Rights Regarding Remedies. Mortgagor understands and agrees that if an "Event of Default" (as defined in paragraph 21) shall occur, Mortgagee has the right, among others, to foreclose this Mortgage by advertisement pursuant to Minnesota Statutes, Chapter 580 as now in effect or as it may be hereafter amended, or pursuant to any similar or replacement statute hereafter enacted. That under said Chapter 580 as now in effect, if Mortgagee elects to foreclose by advertisement, it may cause the Mortgaged Property, or any part thereof, to be sold at public auction; that notice of such sale must be published for six weeks and served upon all persons in possession of the Mortgaged Property at least four weeks before the sale; that after sale, Mortgagor will have six or twelve months or such other period as may then be provided by law, if any, to redeem the Mortgaged Property so sold, depending upon circumstances outlined in Minnesota Statutes, Section 580.23, by paying the sale price, any taxes, assessments and insurance premiums paid by the purchaser at such sale and other sums permitted by law, together with interest thereon from the date of sale at the highest rate permitted by law.

Mortgagor further understands that in the event of such default, Mortgagee may take possession of any personal property covered by this Mortgage and dispose of the same by sale or otherwise in one or more parcels; provided that at least 10 days' prior notice of such disposition that must be given to Mortgagor, all as provided for by the Minnesota Uniform Commercial Code, as now in effect or as hereafter amended, or by any similar or replacement statute hereafter enacted.

Mortgagor further understands that under the Constitution of the United States and the State of Minnesota, Mortgagor may have the right to notice and hearing before the Mortgaged Property may be sold and that the procedure for foreclosure by advertisement described above does not insure that notice will be given to Mortgagor, and neither said procedure for foreclosure by advertisement nor the Uniform Commercial Code requires any such hearing or other Judicial proceeding.

MORTGAGOR HEREBY RELINQUISHES, WAIVES AND GIVES UP MORTGAGOR'S CONSTITUTIONAL RIGHTS, IF ANY, TO NOTICE AND HEARING BEFORE SALE OF THE MORTGAGED PROPERTY AND EXPRESSLY CONSENT AND AGREE THAT THE MORTGAGED PROPERTY MAY BE FORECLOSED BY ADVERTISEMENT AND THAT PERSONAL PROPERTY COVERED BY THIS MORTGAGE AND SECURITY AGREEMENT MAY BE DISPOSED OF PURSUANT TO THE UNIFORM COMMERCIAL CODE, ALL AS DESCRIBED ABOVE.

24. Waiver of Marshalling. Mortgagor, any party who consents to this Mortgage and any party who now or hereafter acquires a lien on the Mortgaged Property and who has actual or constructive notice of this Mortgage hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

25. Forbearance by Mortgagee Not a Waiver. Any delay by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law or equity shall not be a waiver of or preclude the exercise of such right or remedy or any other right or remedy hereunder or at law or equity. The failure of Mortgagee to exercise any option to accelerate maturity of the Indebtedness secured by the Mortgage, the forbearance by Mortgagee before or after the exercise of such option, or the withdrawal or abandonment of proceedings provided for by this Mortgage shall not be a waiver of the right to exercise such option or to accelerate the maturity of such Indebtedness by reason of any past, present or future event which would permit acceleration under paragraph 22 hereof. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of

Mortgagee's right to accelerate the maturity of the Indebtedness hereby secured.

26. Mortgagee's Remedies Cumulative. All remedies of Mortgagee are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently or independently and as often as the occasion therefor arises.

27. Successors and Assigns Bound. Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective heirs, personal representatives, successors and assigns of Mortgagee and Mortgagor and shall bind persons who become bound as a debtor to this Mortgage. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

28. Notice. Any notice under this Mortgage shall be deemed to have been given if hand delivered or mailed by certified mail, return receipt requested, to Mortgagor or Mortgagee at the following addresses:

If to Mortgagor: MK Johnson Properties
7800 Sunwood Drive N.W.
Ramsey, MN 55303

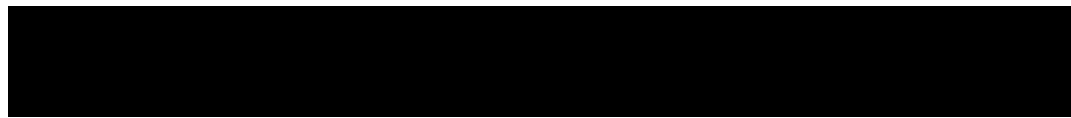
If to Mortgagee: City of Ramsey
7550 Sunwood Dr. N.W.
Ramsey, MN 55303

or at such other address as Mortgagor may designate in writing to Mortgagee.

29. Governing Law. This Mortgage shall be governed by the substantive laws of the State of Minnesota. All terms in this Mortgage that are defined in the Minnesota Uniform Commercial Code, as amended from time to time (the "UCC"), shall have the meanings set forth in the UCC, and such meanings shall automatically change at the time that any amendment to the UCC, which changes such meanings, shall become effective. In the event that any provision or clause of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage which can be given effect without the conflicting provisions and to this end the provisions of the Mortgage are declared to be severable.

30. Fixture Filing. 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 Mortgaged Property (as more particularly described in the granting clause of this Mortgage) which are or are to become fixtures related to the real estate described herein. For this purpose, the following information is set forth:

a. Name and Address of Debtors and Record Owners of Real Estate:



Federal Tax Identification Number: 82-1701828

b. Name and Address of Secured Party.

City of Ramsey
7550 Sunwood Dr. N.W.
Ramsey, MN 55303

c. This document covers goods which are or are to become fixtures and that personal property hereinabove described.

31. Hazardous Materials. Mortgagor covenants, represents and warrants to Mortgagee, its successors and assigns, (i) that it has not used or permitted and will not use or permit the Mortgaged Property to be used, whether directly or through contractors, agents or tenants, and to the best of Mortgagor's knowledge and except as disclosed to Mortgagee in writing, the Mortgaged Property has not at any time been used for the generating, transporting, treating, storage, manufacture, emission of, or

disposal of any dangerous, toxic or hazardous pollutants, chemicals, wastes or substances as defined in the Federal Comprehensive Environmental Response Compensation and Liability Act of 1980, or the Federal Resource Conservation and Recovery Act of 1976, or the Minnesota Environmental Response and Liability Act, Minn. Stat. Ch. 115A, or any other federal, state or local environmental laws, statutes, regulations, requirements and ordinances, and also including formaldehyde, urea and asbestos (the "Hazardous Materials"); (ii) that there have been no investigations or reports involving Mortgagor or the Mortgaged Property by any governmental authority which in any way pertain to Hazardous Materials other than as previously disclosed to Mortgagee; (iii) that to the best of their knowledge and belief, upon due inquiry, Mortgagor's operation of the Mortgaged Property has not violated and is not currently violating any federal, state or local law, regulation, ordinance or requirement governing Hazardous Materials; (iv) that the Mortgaged Property is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites nor any other list, schedule, log, inventory or record of Hazardous Materials or hazardous waste sites, whether maintained by the United States Government or any state or local agency; and (v) that the Improvements will not contain any formaldehyde, urea, or asbestos, except as may have been disclosed in writing to Mortgagee by Mortgagor at the time of execution and delivery of this Mortgage, and except to the extent that industry standard building materials utilized by Mortgagor in any new construction on the Mortgaged Property may contain such materials. Mortgagor agrees to indemnify and reimburse Mortgagee, its successors and assigns, for any breach of these representations and warranties and from any loss, damage, expense or cost arising out of or incurred by Mortgagee which is the result of a breach of, misstatement of or misrepresentation of the above covenants, representations and warranties, together with all attorney's fees incurred in connection with the defense of any action against Mortgagee arising out of the above. These covenants, representations and warranties shall be deemed continuing covenants, representations and warranties for the benefit of Mortgagee, and any successor and assigns of Mortgagee, including any purchaser at a mortgage foreclosure sale, any transferee of the title of Mortgagee or any subsequent purchaser at a foreclosure sale, and any subsequent owner of the Mortgaged Property and shall survive any foreclosure of this Mortgage and any acquisition of title by Mortgagee or anyone claiming through or under this Mortgage the title of Mortgagee. The amount of all such indemnified loss, damage, expense or cost, shall bear interest thereon at the rate of interest in effect on the Note and shall become additional Indebtedness secured by this Mortgage and shall become immediately due and payable in full upon demand of Mortgagee, its successors and assigns.

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

MK Johnson Properties, LLC, a Minnesota limited liability company

BY: _____
Kristen Johnson, Registered Agent

EXHIBIT A

Legal Description

WHEREAS, the original property was legally described as OUTLOT B, COR 1 PLAT, COUNTY OF ANOKA, MINNESOTA, and the original property was assigned an Anoka County PID is 28-32-25-23-0010 and a 0.85 acre portion of the original property will be platted into:

LOT 1, BLOCK 1, COR STONE BROOK ACADEMY, COUNTY OF ANOKA, MINNESOTA (the
“Land”)

EXHIBIT B
(Permitted Encumbrances)

1. That certain Mortgage in favor of [REDACTED] or its assigns dated the _____ day of _____, 2017 in the principal amount of \$_____.

2. That certain Mortgage in favor of the U.S. Small Business Administration c/o [REDACTED] [REDACTED], or its assigns, dated the _____ day of _____, 2017 in the principal amount of \$_____.

LOAN AMORTIZATION SCHEDULE

ENTER VALUES

<i>Loan amount</i>	\$100,000.00
<i>Annual interest rate</i>	3.00%
<i>Loan period in years</i>	15
<i>Number of payments per year</i>	12
<i>Start date of loan</i>	11/1/2017
<i>Optional extra payments</i>	\$0.00

LOAN SUMMARY

<i>Scheduled payment</i>	\$690.58
<i>Scheduled number of payments</i>	180
<i>Actual number of payments</i>	180
<i>Total early payments</i>	\$0.00
<i>Total interest</i>	\$24,304.70

LENDER NAME	City of Ramsey
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PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULE D PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
1	11/1/2017	\$100,000.00	\$690.58	\$0.00	\$690.58	\$440.58	\$250.00	\$99,559.42	\$250.00
2	12/1/2017	\$99,559.42	\$690.58	\$0.00	\$690.58	\$441.68	\$248.90	\$99,117.74	\$498.90
3	1/1/2018	\$99,117.74	\$690.58	\$0.00	\$690.58	\$442.79	\$247.79	\$98,674.95	\$746.69
4	2/1/2018	\$98,674.95	\$690.58	\$0.00	\$690.58	\$443.89	\$246.69	\$98,231.05	\$993.38
5	3/1/2018	\$98,231.05	\$690.58	\$0.00	\$690.58	\$445.00	\$245.58	\$97,786.05	\$1,238.96
6	4/1/2018	\$97,786.05	\$690.58	\$0.00	\$690.58	\$446.12	\$244.47	\$97,339.93	\$1,483.42
7	5/1/2018	\$97,339.93	\$690.58	\$0.00	\$690.58	\$447.23	\$243.35	\$96,892.70	\$1,726.77
8	6/1/2018	\$96,892.70	\$690.58	\$0.00	\$690.58	\$448.35	\$242.23	\$96,444.35	\$1,969.00
9	7/1/2018	\$96,444.35	\$690.58	\$0.00	\$690.58	\$449.47	\$241.11	\$95,994.88	\$2,210.12
10	8/1/2018	\$95,994.88	\$690.58	\$0.00	\$690.58	\$450.59	\$239.99	\$95,544.29	\$2,450.10
11	9/1/2018	\$95,544.29	\$690.58	\$0.00	\$690.58	\$451.72	\$238.86	\$95,092.57	\$2,688.96
12	10/1/2018	\$95,092.57	\$690.58	\$0.00	\$690.58	\$452.85	\$237.73	\$94,639.72	\$2,926.69
13	11/1/2018	\$94,639.72	\$690.58	\$0.00	\$690.58	\$453.98	\$236.60	\$94,185.73	\$3,163.29
14	12/1/2018	\$94,185.73	\$690.58	\$0.00	\$690.58	\$455.12	\$235.46	\$93,730.62	\$3,398.76
15	1/1/2019	\$93,730.62	\$690.58	\$0.00	\$690.58	\$456.26	\$234.33	\$93,274.36	\$3,633.08
16	2/1/2019	\$93,274.36	\$690.58	\$0.00	\$690.58	\$457.40	\$233.19	\$92,816.96	\$3,866.27
17	3/1/2019	\$92,816.96	\$690.58	\$0.00	\$690.58	\$458.54	\$232.04	\$92,358.43	\$4,098.31
18	4/1/2019	\$92,358.43	\$690.58	\$0.00	\$690.58	\$459.69	\$230.90	\$91,898.74	\$4,329.21
19	5/1/2019	\$91,898.74	\$690.58	\$0.00	\$690.58	\$460.83	\$229.75	\$91,437.91	\$4,558.96
20	6/1/2019	\$91,437.91	\$690.58	\$0.00	\$690.58	\$461.99	\$228.59	\$90,975.92	\$4,787.55
21	7/1/2019	\$90,975.92	\$690.58	\$0.00	\$690.58	\$463.14	\$227.44	\$90,512.78	\$5,014.99
22	8/1/2019	\$90,512.78	\$690.58	\$0.00	\$690.58	\$464.30	\$226.28	\$90,048.48	\$5,241.27
23	9/1/2019	\$90,048.48	\$690.58	\$0.00	\$690.58	\$465.46	\$225.12	\$89,583.02	\$5,466.39
24	10/1/2019	\$89,583.02	\$690.58	\$0.00	\$690.58	\$466.62	\$223.96	\$89,116.39	\$5,690.35
25	11/1/2019	\$89,116.39	\$690.58	\$0.00	\$690.58	\$467.79	\$222.79	\$88,648.60	\$5,913.14
26	12/1/2019	\$88,648.60	\$690.58	\$0.00	\$690.58	\$468.96	\$221.62	\$88,179.64	\$6,134.76
27	1/1/2020	\$88,179.64	\$690.58	\$0.00	\$690.58	\$470.13	\$220.45	\$87,709.51	\$6,355.21
28	2/1/2020	\$87,709.51	\$690.58	\$0.00	\$690.58	\$471.31	\$219.27	\$87,238.20	\$6,574.49
29	3/1/2020	\$87,238.20	\$690.58	\$0.00	\$690.58	\$472.49	\$218.10	\$86,765.71	\$6,792.58
30	4/1/2020	\$86,765.71	\$690.58	\$0.00	\$690.58	\$473.67	\$216.91	\$86,292.05	\$7,009.50
31	5/1/2020	\$86,292.05	\$690.58	\$0.00	\$690.58	\$474.85	\$215.73	\$85,817.20	\$7,225.23
32	6/1/2020	\$85,817.20	\$690.58	\$0.00	\$690.58	\$476.04	\$214.54	\$85,341.16	\$7,439.77
33	7/1/2020	\$85,341.16	\$690.58	\$0.00	\$690.58	\$477.23	\$213.35	\$84,863.93	\$7,653.12
34	8/1/2020	\$84,863.93	\$690.58	\$0.00	\$690.58	\$478.42	\$212.16	\$84,385.51	\$7,865.28
35	9/1/2020	\$84,385.51	\$690.58	\$0.00	\$690.58	\$479.62	\$210.96	\$83,905.89	\$8,076.25
36	10/1/2020	\$83,905.89	\$690.58	\$0.00	\$690.58	\$480.82	\$209.76	\$83,425.07	\$8,286.01
37	11/1/2020	\$83,425.07	\$690.58	\$0.00	\$690.58	\$482.02	\$208.56	\$82,943.05	\$8,494.57

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULE D PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
38	12/1/2020	\$82,943.05	\$690.58	\$0.00	\$690.58	\$483.22	\$207.36	\$82,459.83	\$8,701.93
39	1/1/2021	\$82,459.83	\$690.58	\$0.00	\$690.58	\$484.43	\$206.15	\$81,975.40	\$8,908.08
40	2/1/2021	\$81,975.40	\$690.58	\$0.00	\$690.58	\$485.64	\$204.94	\$81,489.75	\$9,113.02
41	3/1/2021	\$81,489.75	\$690.58	\$0.00	\$690.58	\$486.86	\$203.72	\$81,002.90	\$9,316.74
42	4/1/2021	\$81,002.90	\$690.58	\$0.00	\$690.58	\$488.07	\$202.51	\$80,514.82	\$9,519.25
43	5/1/2021	\$80,514.82	\$690.58	\$0.00	\$690.58	\$489.29	\$201.29	\$80,025.53	\$9,720.54
44	6/1/2021	\$80,025.53	\$690.58	\$0.00	\$690.58	\$490.52	\$200.06	\$79,535.01	\$9,920.60
45	7/1/2021	\$79,535.01	\$690.58	\$0.00	\$690.58	\$491.74	\$198.84	\$79,043.27	\$10,119.44
46	8/1/2021	\$79,043.27	\$690.58	\$0.00	\$690.58	\$492.97	\$197.61	\$78,550.29	\$10,317.05
47	9/1/2021	\$78,550.29	\$690.58	\$0.00	\$690.58	\$494.21	\$196.38	\$78,056.09	\$10,513.42
48	10/1/2021	\$78,056.09	\$690.58	\$0.00	\$690.58	\$495.44	\$195.14	\$77,560.64	\$10,708.56
49	11/1/2021	\$77,560.64	\$690.58	\$0.00	\$690.58	\$496.68	\$193.90	\$77,063.96	\$10,902.46
50	12/1/2021	\$77,063.96	\$690.58	\$0.00	\$690.58	\$497.92	\$192.66	\$76,566.04	\$11,095.12
51	1/1/2022	\$76,566.04	\$690.58	\$0.00	\$690.58	\$499.17	\$191.42	\$76,066.88	\$11,286.54
52	2/1/2022	\$76,066.88	\$690.58	\$0.00	\$690.58	\$500.41	\$190.17	\$75,566.46	\$11,476.71
53	3/1/2022	\$75,566.46	\$690.58	\$0.00	\$690.58	\$501.67	\$188.92	\$75,064.80	\$11,665.62
54	4/1/2022	\$75,064.80	\$690.58	\$0.00	\$690.58	\$502.92	\$187.66	\$74,561.88	\$11,853.29
55	5/1/2022	\$74,561.88	\$690.58	\$0.00	\$690.58	\$504.18	\$186.40	\$74,057.70	\$12,039.69
56	6/1/2022	\$74,057.70	\$690.58	\$0.00	\$690.58	\$505.44	\$185.14	\$73,552.26	\$12,224.83
57	7/1/2022	\$73,552.26	\$690.58	\$0.00	\$690.58	\$506.70	\$183.88	\$73,045.56	\$12,408.71
58	8/1/2022	\$73,045.56	\$690.58	\$0.00	\$690.58	\$507.97	\$182.61	\$72,537.59	\$12,591.33
59	9/1/2022	\$72,537.59	\$690.58	\$0.00	\$690.58	\$509.24	\$181.34	\$72,028.36	\$12,772.67
60	10/1/2022	\$72,028.36	\$690.58	\$0.00	\$690.58	\$510.51	\$180.07	\$71,517.85	\$12,952.74
61	11/1/2022	\$71,517.85	\$690.58	\$0.00	\$690.58	\$511.79	\$178.79	\$71,006.06	\$13,131.54
62	12/1/2022	\$71,006.06	\$690.58	\$0.00	\$690.58	\$513.07	\$177.52	\$70,492.99	\$13,309.05
63	1/1/2023	\$70,492.99	\$690.58	\$0.00	\$690.58	\$514.35	\$176.23	\$69,978.64	\$13,485.29
64	2/1/2023	\$69,978.64	\$690.58	\$0.00	\$690.58	\$515.64	\$174.95	\$69,463.01	\$13,660.23
65	3/1/2023	\$69,463.01	\$690.58	\$0.00	\$690.58	\$516.92	\$173.66	\$68,946.08	\$13,833.89
66	4/1/2023	\$68,946.08	\$690.58	\$0.00	\$690.58	\$518.22	\$172.37	\$68,427.87	\$14,006.26
67	5/1/2023	\$68,427.87	\$690.58	\$0.00	\$690.58	\$519.51	\$171.07	\$67,908.36	\$14,177.32
68	6/1/2023	\$67,908.36	\$690.58	\$0.00	\$690.58	\$520.81	\$169.77	\$67,387.54	\$14,347.10
69	7/1/2023	\$67,387.54	\$690.58	\$0.00	\$690.58	\$522.11	\$168.47	\$66,865.43	\$14,515.56
70	8/1/2023	\$66,865.43	\$690.58	\$0.00	\$690.58	\$523.42	\$167.16	\$66,342.01	\$14,682.73
71	9/1/2023	\$66,342.01	\$690.58	\$0.00	\$690.58	\$524.73	\$165.86	\$65,817.29	\$14,848.58
72	10/1/2023	\$65,817.29	\$690.58	\$0.00	\$690.58	\$526.04	\$164.54	\$65,291.25	\$15,013.13
73	11/1/2023	\$65,291.25	\$690.58	\$0.00	\$690.58	\$527.35	\$163.23	\$64,763.89	\$15,176.35
74	12/1/2023	\$64,763.89	\$690.58	\$0.00	\$690.58	\$528.67	\$161.91	\$64,235.22	\$15,338.26
75	1/1/2024	\$64,235.22	\$690.58	\$0.00	\$690.58	\$529.99	\$160.59	\$63,705.23	\$15,498.85
76	2/1/2024	\$63,705.23	\$690.58	\$0.00	\$690.58	\$531.32	\$159.26	\$63,173.91	\$15,658.12
77	3/1/2024	\$63,173.91	\$690.58	\$0.00	\$690.58	\$532.65	\$157.93	\$62,641.26	\$15,816.05
78	4/1/2024	\$62,641.26	\$690.58	\$0.00	\$690.58	\$533.98	\$156.60	\$62,107.29	\$15,972.65
79	5/1/2024	\$62,107.29	\$690.58	\$0.00	\$690.58	\$535.31	\$155.27	\$61,571.97	\$16,127.92
80	6/1/2024	\$61,571.97	\$690.58	\$0.00	\$690.58	\$536.65	\$153.93	\$61,035.32	\$16,281.85
81	7/1/2024	\$61,035.32	\$690.58	\$0.00	\$690.58	\$537.99	\$152.59	\$60,497.33	\$16,434.44
82	8/1/2024	\$60,497.33	\$690.58	\$0.00	\$690.58	\$539.34	\$151.24	\$59,957.99	\$16,585.68
83	9/1/2024	\$59,957.99	\$690.58	\$0.00	\$690.58	\$540.69	\$149.89	\$59,417.30	\$16,735.58
84	10/1/2024	\$59,417.30	\$690.58	\$0.00	\$690.58	\$542.04	\$148.54	\$58,875.26	\$16,884.12
85	11/1/2024	\$58,875.26	\$690.58	\$0.00	\$690.58	\$543.39	\$147.19	\$58,331.87	\$17,031.31

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULE D PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
86	12/1/2024	\$58,331.87	\$690.58	\$0.00	\$690.58	\$544.75	\$145.83	\$57,787.12	\$17,177.14
87	1/1/2025	\$57,787.12	\$690.58	\$0.00	\$690.58	\$546.11	\$144.47	\$57,241.00	\$17,321.61
88	2/1/2025	\$57,241.00	\$690.58	\$0.00	\$690.58	\$547.48	\$143.10	\$56,693.53	\$17,464.71
89	3/1/2025	\$56,693.53	\$690.58	\$0.00	\$690.58	\$548.85	\$141.73	\$56,144.68	\$17,606.44
90	4/1/2025	\$56,144.68	\$690.58	\$0.00	\$690.58	\$550.22	\$140.36	\$55,594.46	\$17,746.81
91	5/1/2025	\$55,594.46	\$690.58	\$0.00	\$690.58	\$551.60	\$138.99	\$55,042.86	\$17,885.79
92	6/1/2025	\$55,042.86	\$690.58	\$0.00	\$690.58	\$552.97	\$137.61	\$54,489.89	\$18,023.40
93	7/1/2025	\$54,489.89	\$690.58	\$0.00	\$690.58	\$554.36	\$136.22	\$53,935.53	\$18,159.62
94	8/1/2025	\$53,935.53	\$690.58	\$0.00	\$690.58	\$555.74	\$134.84	\$53,379.79	\$18,294.46
95	9/1/2025	\$53,379.79	\$690.58	\$0.00	\$690.58	\$557.13	\$133.45	\$52,822.66	\$18,427.91
96	10/1/2025	\$52,822.66	\$690.58	\$0.00	\$690.58	\$558.53	\$132.06	\$52,264.13	\$18,559.97
97	11/1/2025	\$52,264.13	\$690.58	\$0.00	\$690.58	\$559.92	\$130.66	\$51,704.21	\$18,690.63
98	12/1/2025	\$51,704.21	\$690.58	\$0.00	\$690.58	\$561.32	\$129.26	\$51,142.89	\$18,819.89
99	1/1/2026	\$51,142.89	\$690.58	\$0.00	\$690.58	\$562.72	\$127.86	\$50,580.16	\$18,947.75
100	2/1/2026	\$50,580.16	\$690.58	\$0.00	\$690.58	\$564.13	\$126.45	\$50,016.03	\$19,074.20
101	3/1/2026	\$50,016.03	\$690.58	\$0.00	\$690.58	\$565.54	\$125.04	\$49,450.49	\$19,199.24
102	4/1/2026	\$49,450.49	\$690.58	\$0.00	\$690.58	\$566.96	\$123.63	\$48,883.54	\$19,322.86
103	5/1/2026	\$48,883.54	\$690.58	\$0.00	\$690.58	\$568.37	\$122.21	\$48,315.16	\$19,445.07
104	6/1/2026	\$48,315.16	\$690.58	\$0.00	\$690.58	\$569.79	\$120.79	\$47,745.37	\$19,565.86
105	7/1/2026	\$47,745.37	\$690.58	\$0.00	\$690.58	\$571.22	\$119.36	\$47,174.15	\$19,685.22
106	8/1/2026	\$47,174.15	\$690.58	\$0.00	\$690.58	\$572.65	\$117.94	\$46,601.50	\$19,803.16
107	9/1/2026	\$46,601.50	\$690.58	\$0.00	\$690.58	\$574.08	\$116.50	\$46,027.43	\$19,919.66
108	10/1/2026	\$46,027.43	\$690.58	\$0.00	\$690.58	\$575.51	\$115.07	\$45,451.91	\$20,034.73
109	11/1/2026	\$45,451.91	\$690.58	\$0.00	\$690.58	\$576.95	\$113.63	\$44,874.96	\$20,148.36
110	12/1/2026	\$44,874.96	\$690.58	\$0.00	\$690.58	\$578.39	\$112.19	\$44,296.57	\$20,260.55
111	1/1/2027	\$44,296.57	\$690.58	\$0.00	\$690.58	\$579.84	\$110.74	\$43,716.73	\$20,371.29
112	2/1/2027	\$43,716.73	\$690.58	\$0.00	\$690.58	\$581.29	\$109.29	\$43,135.44	\$20,480.58
113	3/1/2027	\$43,135.44	\$690.58	\$0.00	\$690.58	\$582.74	\$107.84	\$42,552.69	\$20,588.42
114	4/1/2027	\$42,552.69	\$690.58	\$0.00	\$690.58	\$584.20	\$106.38	\$41,968.49	\$20,694.80
115	5/1/2027	\$41,968.49	\$690.58	\$0.00	\$690.58	\$585.66	\$104.92	\$41,382.83	\$20,799.72
116	6/1/2027	\$41,382.83	\$690.58	\$0.00	\$690.58	\$587.12	\$103.46	\$40,795.71	\$20,903.18
117	7/1/2027	\$40,795.71	\$690.58	\$0.00	\$690.58	\$588.59	\$101.99	\$40,207.12	\$21,005.17
118	8/1/2027	\$40,207.12	\$690.58	\$0.00	\$690.58	\$590.06	\$100.52	\$39,617.05	\$21,105.69
119	9/1/2027	\$39,617.05	\$690.58	\$0.00	\$690.58	\$591.54	\$99.04	\$39,025.51	\$21,204.73
120	10/1/2027	\$39,025.51	\$690.58	\$0.00	\$690.58	\$593.02	\$97.56	\$38,432.50	\$21,302.29
121	11/1/2027	\$38,432.50	\$690.58	\$0.00	\$690.58	\$594.50	\$96.08	\$37,838.00	\$21,398.37
122	12/1/2027	\$37,838.00	\$690.58	\$0.00	\$690.58	\$595.99	\$94.59	\$37,242.01	\$21,492.97
123	1/1/2028	\$37,242.01	\$690.58	\$0.00	\$690.58	\$597.48	\$93.11	\$36,644.53	\$21,586.07
124	2/1/2028	\$36,644.53	\$690.58	\$0.00	\$690.58	\$598.97	\$91.61	\$36,045.56	\$21,677.69
125	3/1/2028	\$36,045.56	\$690.58	\$0.00	\$690.58	\$600.47	\$90.11	\$35,445.09	\$21,767.80
126	4/1/2028	\$35,445.09	\$690.58	\$0.00	\$690.58	\$601.97	\$88.61	\$34,843.13	\$21,856.41
127	5/1/2028	\$34,843.13	\$690.58	\$0.00	\$690.58	\$603.47	\$87.11	\$34,239.65	\$21,943.52
128	6/1/2028	\$34,239.65	\$690.58	\$0.00	\$690.58	\$604.98	\$85.60	\$33,634.67	\$22,029.12
129	7/1/2028	\$33,634.67	\$690.58	\$0.00	\$690.58	\$606.49	\$84.09	\$33,028.17	\$22,113.21
130	8/1/2028	\$33,028.17	\$690.58	\$0.00	\$690.58	\$608.01	\$82.57	\$32,420.16	\$22,195.78
131	9/1/2028	\$32,420.16	\$690.58	\$0.00	\$690.58	\$609.53	\$81.05	\$31,810.63	\$22,276.83
132	10/1/2028	\$31,810.63	\$690.58	\$0.00	\$690.58	\$611.06	\$79.53	\$31,199.58	\$22,356.35
133	11/1/2028	\$31,199.58	\$690.58	\$0.00	\$690.58	\$612.58	\$78.00	\$30,586.99	\$22,434.35

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULE D PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
134	12/1/2028	\$30,586.99	\$690.58	\$0.00	\$690.58	\$614.11	\$76.47	\$29,972.88	\$22,510.82
135	1/1/2029	\$29,972.88	\$690.58	\$0.00	\$690.58	\$615.65	\$74.93	\$29,357.23	\$22,585.75
136	2/1/2029	\$29,357.23	\$690.58	\$0.00	\$690.58	\$617.19	\$73.39	\$28,740.04	\$22,659.15
137	3/1/2029	\$28,740.04	\$690.58	\$0.00	\$690.58	\$618.73	\$71.85	\$28,121.31	\$22,731.00
138	4/1/2029	\$28,121.31	\$690.58	\$0.00	\$690.58	\$620.28	\$70.30	\$27,501.03	\$22,801.30
139	5/1/2029	\$27,501.03	\$690.58	\$0.00	\$690.58	\$621.83	\$68.75	\$26,879.20	\$22,870.05
140	6/1/2029	\$26,879.20	\$690.58	\$0.00	\$690.58	\$623.38	\$67.20	\$26,255.82	\$22,937.25
141	7/1/2029	\$26,255.82	\$690.58	\$0.00	\$690.58	\$624.94	\$65.64	\$25,630.88	\$23,002.89
142	8/1/2029	\$25,630.88	\$690.58	\$0.00	\$690.58	\$626.50	\$64.08	\$25,004.37	\$23,066.97
143	9/1/2029	\$25,004.37	\$690.58	\$0.00	\$690.58	\$628.07	\$62.51	\$24,376.30	\$23,129.48
144	10/1/2029	\$24,376.30	\$690.58	\$0.00	\$690.58	\$629.64	\$60.94	\$23,746.66	\$23,190.42
145	11/1/2029	\$23,746.66	\$690.58	\$0.00	\$690.58	\$631.21	\$59.37	\$23,115.45	\$23,249.78
146	12/1/2029	\$23,115.45	\$690.58	\$0.00	\$690.58	\$632.79	\$57.79	\$22,482.65	\$23,307.57
147	1/1/2030	\$22,482.65	\$690.58	\$0.00	\$690.58	\$634.38	\$56.21	\$21,848.28	\$23,363.78
148	2/1/2030	\$21,848.28	\$690.58	\$0.00	\$690.58	\$635.96	\$54.62	\$21,212.32	\$23,418.40
149	3/1/2030	\$21,212.32	\$690.58	\$0.00	\$690.58	\$637.55	\$53.03	\$20,574.77	\$23,471.43
150	4/1/2030	\$20,574.77	\$690.58	\$0.00	\$690.58	\$639.14	\$51.44	\$19,935.62	\$23,522.87
151	5/1/2030	\$19,935.62	\$690.58	\$0.00	\$690.58	\$640.74	\$49.84	\$19,294.88	\$23,572.71
152	6/1/2030	\$19,294.88	\$690.58	\$0.00	\$690.58	\$642.34	\$48.24	\$18,652.53	\$23,620.94
153	7/1/2030	\$18,652.53	\$690.58	\$0.00	\$690.58	\$643.95	\$46.63	\$18,008.58	\$23,667.58
154	8/1/2030	\$18,008.58	\$690.58	\$0.00	\$690.58	\$645.56	\$45.02	\$17,363.02	\$23,712.60
155	9/1/2030	\$17,363.02	\$690.58	\$0.00	\$690.58	\$647.17	\$43.41	\$16,715.85	\$23,756.00
156	10/1/2030	\$16,715.85	\$690.58	\$0.00	\$690.58	\$648.79	\$41.79	\$16,067.06	\$23,797.79
157	11/1/2030	\$16,067.06	\$690.58	\$0.00	\$690.58	\$650.41	\$40.17	\$15,416.64	\$23,837.96
158	12/1/2030	\$15,416.64	\$690.58	\$0.00	\$690.58	\$652.04	\$38.54	\$14,764.60	\$23,876.50
159	1/1/2031	\$14,764.60	\$690.58	\$0.00	\$690.58	\$653.67	\$36.91	\$14,110.93	\$23,913.41
160	2/1/2031	\$14,110.93	\$690.58	\$0.00	\$690.58	\$655.30	\$35.28	\$13,455.63	\$23,948.69
161	3/1/2031	\$13,455.63	\$690.58	\$0.00	\$690.58	\$656.94	\$33.64	\$12,798.69	\$23,982.33
162	4/1/2031	\$12,798.69	\$690.58	\$0.00	\$690.58	\$658.58	\$32.00	\$12,140.10	\$24,014.33
163	5/1/2031	\$12,140.10	\$690.58	\$0.00	\$690.58	\$660.23	\$30.35	\$11,479.87	\$24,044.68
164	6/1/2031	\$11,479.87	\$690.58	\$0.00	\$690.58	\$661.88	\$28.70	\$10,817.99	\$24,073.38
165	7/1/2031	\$10,817.99	\$690.58	\$0.00	\$690.58	\$663.54	\$27.04	\$10,154.45	\$24,100.42
166	8/1/2031	\$10,154.45	\$690.58	\$0.00	\$690.58	\$665.20	\$25.39	\$9,489.26	\$24,125.81
167	9/1/2031	\$9,489.26	\$690.58	\$0.00	\$690.58	\$666.86	\$23.72	\$8,822.40	\$24,149.53
168	10/1/2031	\$8,822.40	\$690.58	\$0.00	\$690.58	\$668.53	\$22.06	\$8,153.87	\$24,171.59
169	11/1/2031	\$8,153.87	\$690.58	\$0.00	\$690.58	\$670.20	\$20.38	\$7,483.68	\$24,191.97
170	12/1/2031	\$7,483.68	\$690.58	\$0.00	\$690.58	\$671.87	\$18.71	\$6,811.80	\$24,210.68
171	1/1/2032	\$6,811.80	\$690.58	\$0.00	\$690.58	\$673.55	\$17.03	\$6,138.25	\$24,227.71
172	2/1/2032	\$6,138.25	\$690.58	\$0.00	\$690.58	\$675.24	\$15.35	\$5,463.02	\$24,243.06
173	3/1/2032	\$5,463.02	\$690.58	\$0.00	\$690.58	\$676.92	\$13.66	\$4,786.09	\$24,256.71
174	4/1/2032	\$4,786.09	\$690.58	\$0.00	\$690.58	\$678.62	\$11.97	\$4,107.47	\$24,268.68
175	5/1/2032	\$4,107.47	\$690.58	\$0.00	\$690.58	\$680.31	\$10.27	\$3,427.16	\$24,278.95
176	6/1/2032	\$3,427.16	\$690.58	\$0.00	\$690.58	\$682.01	\$8.57	\$2,745.15	\$24,287.52
177	7/1/2032	\$2,745.15	\$690.58	\$0.00	\$690.58	\$683.72	\$6.86	\$2,061.43	\$24,294.38
178	8/1/2032	\$2,061.43	\$690.58	\$0.00	\$690.58	\$685.43	\$5.15	\$1,376.00	\$24,299.53
179	9/1/2032	\$1,376.00	\$690.58	\$0.00	\$690.58	\$687.14	\$3.44	\$688.86	\$24,302.97
180	10/1/2032	\$688.86	\$690.58	\$0.00	\$688.86	\$687.14	\$1.72	\$0.00	\$24,304.70

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULE D PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
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PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULE D PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
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PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULE D PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
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PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULE D PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
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