



OFFICE OF COUNTY RECORDER 292007
COUNTY OF WALSH

STATE OF NORTH DAKOTA

I certify that the within instrument was filed in this office on
3/13/2019 at 11:05 AM

Yvette Moe County Recorder

By Valerie Halley, Deputy

Paid Recording (65.00 AHLGREN LAW OFFICE PLLC

Return: AHLGREN LAW OFFICE PLLC 220 W WASHINGTON ST S
FERGUS FALLS, MN 56537

REAL ESTATE MORTGAGE

THIS INDENTURE, made this 5th day of ~~September, 2018~~ ^{MARCH, 2019}, between JUDY KEELEY, a single person, hereinafter called "Borrower" and ERIK A. AHLGREN, as chapter 7 trustee for the bankruptcy estate of John Keeley and Dawn Keeley in bankruptcy #17-30526, or his successors or assigns, whose post office address is Ahlgren Law Office, PLLC, 220 W Washington Ave, Ste 105, Fergus Falls, MN 56537, party of the second part, hereinafter called "Lender".

WITNESSETH, that the Borrower for and in consideration of the sum of FOUR HUNDRED THOUSAND AND 00/100 DOLLARS (\$400,000.00) to her in hand paid by the Lender, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey to the Lender, its successors and assigns, forever, all the following described real estate in the Counties of Walsh and Pembina, and State of North Dakota, described as follows, to wit:

1. W1/2 of Section 6 (also known as Lots 3, 4 and 5, SE1/4NW1/4, and E1/2SW1/4), Township 157 North, Range 52 West lying north of the Burlington Northern Railroad right of way excepting therefrom the following, to-wit: EXCEPTING the South 226 feet of North 1209 feet of West 313 feet thereof; EXCEPTING all that part platted as Subdivision of NW1/4NW1/4, Section 6, Township 157 North, Range 52 West as recorded in Book 57 of Misc. Records on page 574; EXCEPTING a parcel of land located in Lot 4, Section 6, Township 157 North, Range 52 West, more particularly described as follows: Commencing at the Northwest corner of said Section 6, Township 157, Range 52; thence South along the West boundary line of said Section 6, a distance of 1209 feet to the point of beginning; thence at right angles East a distance of 313 feet; thence at right angles South a distance of 210 feet; thence at right angles West 313 feet to a point on the West boundary line of said Section 6; thence North along the West boundary line of said Section 6, a distance of 210 feet to the point of beginning; and EXCEPTING a tract of land located in Lot 4, Section 6, Township 157 North, Range 52 West, more particularly described as follows: Commencing at the Northwest corner of Section 6, Township 157, Range 52; thence

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South 00°00'00" East, along the West line of said Section 6, 983.0 feet; thence North 90°00'00" East, 313.0 feet to the point of beginning; thence North 90°00'00" East, 26.0 feet; thence South 00°00'00" East, 436.0 feet; thence South 90°00'00" West, 26.0 feet; thence 00°00'00" East, 436.0 feet to the point of beginning as shown by instrument recorded on February 26, 2010 as Document No. 271264 in the office of the Recorder of Walsh County, North Dakota.

2. That portion of the SE1/4 of Section 6, Township 157, Range 52, lying north of the Burlington Northern Right of Way, and a permanent easement for ingress and egress across and over a tract of land, located in the E1/2SE1/4 of Section 6, Township 157N, Range 52W, 5th P.M., more accurately described as follows: Commencing at a point 33 feet West of the SE corner of Section 6, Township 157 N, Range 52 W, 5th P.M.; thence S 88°57' W, along the South line of said Section 6 1286.10 feet, to the SW corner of the E1/2SE1/4 of said Section 6; thence N 0°28'20" E, along the West line of said E1/2SE1/4, 1875.71 feet; thence N 58°21'37" E, along the South line of the B.N. Railroad R/W., 1502.12 feet; thence N 89°28'30" E, 15.03 feet; thence S 0°30'33" W, 2639.95 feet; to the point of beginning. Said tract contains 66.81 acres, more or less, a strip of land 33 feet wide along the eastern boundary of the subject property from the southeast corner thereof to a point approximately 1,000 feet south of the northeast corner thereof, thence northwesterly at an angle so as to intersect at the railroad crossing maintained on the Burlington Northern Railway Line approximately 1,000 feet west of the eastern boundary of the subject property as shown by instrument recorded on November 17, 2009 as Document No. 270581 in the office of the Recorder of Walsh County, North Dakota.
3. North Half of the North Half of the Northeast Quarter (N1/2N1/2NE1/4), Section 9, Township 158, Range 52 EXCEPT the North 70 feet and the East 60 feet all in the said N1/2N1/2NE1/4 of said Section 9, previously conveyed.
4. Southeast Quarter (SE1/4), Section 9, Township 158, Range 52, EXCEPT the East Half of the East Half (E1/2E1/2), of said Section 9, Township 158, Range 52.
5. Southwest Quarter (SW1/4), Section 15, Township 158, Range 52, less a tract of land previously deeded, described as follows: A tract of land located in the SW1/4 of the SW1/4 of Section 15, Township 158N, Range 52W, 5th P.M., more accurately described as follows: Commencing at the Southwest corner of Section 15, Township 158N, Range 52W, 5th P.M., also known as the Point of Beginning (POB). Thence N 0°05'48" E, along the West line of said Section 15, a distance of 652.70 feet; thence S 89°42'16" E, a distance of 756.21 feet; thence S 10°04'00" E, a distance of 180.78 feet; thence S 35°17'14" E, a distance of 138.31 feet; thence S 2°21'07" E, a distance of 358.20 feet; thence N 90°00'00" W, along the South line of said Section 15 a distance of 883.50 feet to the Point of Beginning. Said tract of land contains 12.53 acres, more or less and EXCEPTING the South 60 feet of the East 729 feet of the West 1,612.5 feet of said Southwest Quarter (SW1/4), previously conveyed.

6. Northwest Quarter (NW1/4), Section 16, Township 158, Range 52, EXCEPT the north 70 feet of said parcels previously conveyed.
7. West Half of the Northeast Quarter (W1/2NE1/4), Section 16, Township 158, Range 52, EXCEPT the north 70 feet of said parcels previously conveyed.
8. Southeast Quarter (SE1/4), Section 17, Township 158, Range 52, EXCEPT the south 70 feet of said parcel previously conveyed.
9. North Half of the South Half of the Southwest Quarter (N1/2S1/2SW1/4), Section 15, Township 158, Range 53.
10. Northwest Quarter (NW1/4); West Half of the Northeast Quarter (W1/2NE1/4), and the North Half of the North Half of the Southeast Quarter (N1/2N1/2SE1/4) of Section 11, Township 159, Range 52 as shown by instrument recorded on May 12, 2009 as Document No. 237203 in the office of the Recorder of Pembina County, North Dakota.
11. Southwest Quarter (SW1/4), Section 27, Township 159, Range 52, EXCEPT the following described 0.05 acre parcel previously conveyed. Beginning at a point which is 33.0 feet east and 33.0 feet north of the southwest corner of said SW1/4; thence north along the east right of way line of a township road a distance of 50.0 feet; thence at a right angle east a distance of 50.0 feet; thence at a right angle south a distance of 50.0 feet to the north right of way line of a township road; thence at a right angle west a distance of 50.0 feet to the point of beginning as shown by instrument recorded on March 12, 2007 as Document No. 232832 in the office of the Recorder of Pembina County, North Dakota.
12. *Motion buildings* A parcel of land, located in the Southeast Quarter of the Northeast Quarter (SE1/4NE1/4) of Section 17, in Township 158 North, Range 52 West, of the Fifth Principal Meridian, more particularly described as follows: Commencing at the southeast corner of said Northeast Quarter (NE1/4); thence north along the east line of said Section 17, on an assumed bearing of N 02°17'48" W, a distance of 455.00 feet, to the point of beginning. [P.O.B.] Thence continuing north, along said east section line a distance of 275.00 feet; thence bearing S 87°52'59" W, and parallel to the south line of the Northeast Quarter of said Section 17, a distance of 510.00 feet; thence bearing S 02°17'48" E, a distance of 275 feet; thence bearing N 87°52'59" E, a distance of 510.00 feet, to the Point of Beginning. [P.O.B.] Said parcel of land contains 3.22 acres, more or less as shown by instrument recorded on July 18, 2016 as Document No. 286387 in the office of the Recorder of Walsh County, North Dakota.
13. *Potato warehouse* Lots 6, 7 and 8, and W1/2 of Lot 9, Block 2, Industrial Addition to the City of Grafton.

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TO HAVE AND TO HOLD THE SAME, together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property"; unto the Lender, its successors and assigns, FOREVER. And the Borrower, does covenant with the Lender its successors and assigns, as follows: That they have good right to convey the same; that the same are free from all encumbrances except:

1. Mortgage dated 11/16/2017, filed 11/16/2017, at 2:50 p.m., and recorded as Document No. 289193, in the County Recorder's Office of Walsh County, to North Star Community Credit Union, Grafton, North Dakota, to secure the sum of \$2,320,000.00 and interest, which mortgage is a valid and subsisting FIRST lien against the premises, among other real estate.
2. Mortgage dated 11/16/2017, filed 11/16/2017, at 2:50 p.m., and recorded as Document No. 289194, in the County Recorder's Office of Walsh County, to North Star Community Credit Union, Grafton, North Dakota, to secure the sum of \$4,350,000.00 and interest, which mortgage is a valid and subsisting SECOND lien against the premises, among other real estate.
3. Mortgage dated 2/15/2018, filed 2/15/2018, at 3:00 p.m., and recorded as Document No. 289691, in the County Recorder's Office of Walsh County, to North Star Community Credit Union, Grafton, North Dakota, to secure the sum of \$4,350,000.00 and interest, which mortgage is a valid and subsisting THIRD lien against the premises, among other real estate.

and that the Lender, its successors and assigns, shall quietly enjoy and possess the same, and that the Borrower will warrant and defend the title to the same against all lawful claims, hereby relinquishing and conveying all right of homestead, and all contingent claims and rights whatsoever in and to the said premises, and authorizing acceleration of the entire indebtedness at the option of the Lender upon any default by Borrower.

PROVIDED, NEVERTHELESS, that if the Borrower, heirs, or personal representatives shall well and truly pay, or cause to be paid, to the Lender, its successors or assigns the sum of FOUR HUNDRED THOUSAND AND 00/100 DOLLARS (\$400,000.00) and interest at the rate of 9.00 percent per annum according to the conditions of one note of even date herewith, as follows:

BORROWER WILL PAY INTEREST ONLY COMMENCING DECEMBER 1, 2018, AND CONTINUING EACH DECEMBER 1 THEREAFTER UNTIL JUNE 1, 2028, WHEN ALL OUTSTANDING INTEREST AND PRINCIPAL WILL BE PAYABLE IN FULL.

payable at the office of the Lender or his assigns with interest from date, and shall also keep and perform all and singular the covenants and agreements herein contained, then this deed to be null and void, and the premises hereby conveyed to be released at the cost of the Borrower; otherwise to remain in full force and effect.

TO HAVE AND TO HOLD the property unto the Lender and its assigns forever in fee simple.

BORROWER for herself, her heirs, personal representatives, successors and assigns WARRANTS THE TITLE to the property to the Lender against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or prior conveyances of record, and COVENANTS AND AGREES as follows:

- (1) To use the loan evidenced by the note solely for purposes authorized by the Lender.
- (2) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges, and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Lender without demand receipts evidencing such payments.
- (3) To keep the property insured by and under insurance policies approved by, delivered to, and retained by the Lender, with loss payable to mortgagee or assigns.
- (4) To maintain improvements in good repair and make repairs required by the Lender; operate the property in a good and husbandlike manner; comply with such farm conservation practices and farm and home management plans as the Lender from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Lender, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.
- (5) To comply with all laws, ordinances, and regulations affecting the property.
- (6) To pay or reimburse the Lender for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliances with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other

instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

- (7) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Lender. The Lender shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.
- (8) At all reasonable times the Lender and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.
- (9) The Lender may extend and defer the maturity of and renew and re-amortize the debt evidenced by the note or any indebtedness to the Lender secured hereby, release from liability to the Lender any party so liable thereon, release portions of the property from any subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Lender of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Lender in writing.
- (10) SHOULD DEFAULT occur in the performance or discharge of any obligation secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Lender, at its option, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Lender hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.
- (11) The proceeds of foreclosure sale shall be applied in the following order to the payment of (a) costs, expenses and statutory attorney's fees incident to foreclosure of the mortgage and to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Lender secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Lender's option, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Lender and its agents may bid and purchase as a stranger and may pay the Lender's share of the purchase price.
- (12) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, to the parties hereto at their respective post office addresses stated above.

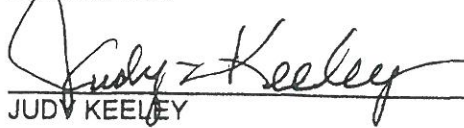
And the Borrower does covenant and agree with the Lender, its successors and assigns to pay the said sum of money and interest thereon as above specified; in case of failure to pay

said taxes and assessments, or any of the agreements hereunder, or in case there exists any claim, lien or encumbrance upon said premises, which is prior to this mortgage, the Lender, its successors, or assigns may at its option, pay and discharge such taxes or other obligation and the sum or sums of money which may be so paid, with interest from the time of payment at the same rate as said principal sum, shall be deemed and are hereby declared to be a part of the debt secured by this mortgage and shall be immediately due and payable. It is further agreed and understood that this mortgage shall also cover any renewal note for the above described indebtedness or any portion thereof.

But if default shall be made in the payment of said sum of money, or interest, or the taxes, or any part thereof, at the time and in the manner hereinbefore or herein after specified for the payment thereof, the Borrower in such cases does hereby authorize and fully empower the Lender, its successors or assigns to sell the said hereby granted premises and convey the same to the purchaser, in fee simple agreeably to the statute in such case made and provided, and out of the moneys arising from such sale to retain the principal and interest which shall then be due on said note, and all taxes and charges upon said lands, together with all costs and charges, and statutory attorney's fees, and pay the overplus if any to the Borrower, heirs, personal representatives, or assigns. And if default be made by the Borrower in any of the foregoing provisions it shall be lawful for the Lender, its successors or assigns, or its attorney to declare the whole sum above specified to be due.

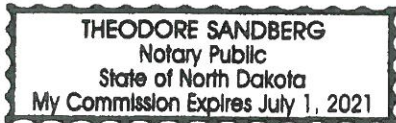
IN TESTIMONY WHEREOF, the Borrower has hereunto set her hand the day and year first above written.

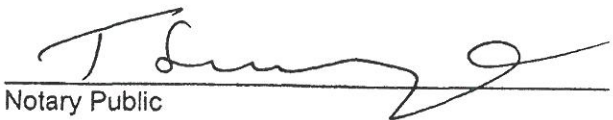
BORROWER


JUDY KEELEY

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF Glenn County)

On this 5th day of ~~September, 2018~~ ^{MARCH 5, 2019}, before me personally appeared JUDY KEELEY, a single person, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that she executed the same.




Notary Public

WAIVER OF HOMESTEAD

I understand that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale, and that by signing this mortgage contract I voluntarily give up my right to this protection for this property with respect to claims based upon this mortgage contract.



JUDY KEELEY



OFFICE OF COUNTY RECORDER
COUNTY OF WALSH, NORTH DAKOTA

I hereby certify, that I have compared the within instrument with the original RE Mortgage now on file in my office and that it is a true and correct copy of the same and the whole thereof and that the above is a true copy of the filing thereon.

Dated 4-2 2019

Yvette Moe
County Recorder

By Yvette Moe