

Office of County Recorder  
 State of North Dakota)  
 County of Walsh)  
 Recorded: 11/16/2017 at 2:50 PM



OFFICE OF COUNTY RECORDER 289193  
 COUNTY OF WALSH  
 STATE OF NORTH DAKOTA  
 I certify that the within instrument was filed in this office on  
 11/16/2017 at 2:50 PM

Diane M. Link County Recorder  
 By *Diane M. Link*  
 Paid Recording (65.00 NORTH STAR COMMUNITY CREDIT UNION  
 Return: NORTH STAR COMMUNITY CREDIT UNION 1225 HILL AV  
 GRAFTON, ND 58237

**Return To:**  
 NORTH STAR COMMUNITY CREDIT UNION  
 1225 HILL AVE.  
 GRAFTON, ND 58237

**Prepared by:**  
 NORTH STAR COMMUNITY CREDIT UNION  
 1225 HILL AVE.  
 GRAFTON, ND 58237

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## REAL ESTATE MORTGAGE

(With Future Advance Clause)

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1. **Date and Parties.** The date of this Mortgage ("*Mortgage*") is 11-16-2017  
 The parties and their addresses are:

**Mortgagor:**

JUDY A. KEELEY AND EUGENE P.  
 KEELEY, HUSBAND AND WIFE  
 15187 75TH ST NE  
 GRAFTON, ND 58237

Refer to the Addendum which is attached and incorporated herein for additional  
 Mortgagors.

**Lender:**

NORTH STAR COMMUNITY CREDIT UNION  
 1225 HILL AVE.  
 GRAFTON, ND 58237

2. **Mortgage.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (hereafter defined), Mortgagor grants, bargains, conveys and mortgages to Lender, the following described property:  
 SEE ATTACHMENT "A"

The property is located in WALSH at  
 (County)  
 15187 75TH ST NE  
 (Address)  
 GRAFTON , North Dakota 58237  
 (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, timber, all diversion payments or third party payments made to crop producers which are not directly related to crop production proceeds, and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "*Property*"). The term *Property* also includes, but is not limited to, any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the *Property*, however established.

3. **Maximum Obligation Limit.** The total principal amount of the Secured Debt (hereafter defined) secured by this Mortgage at any one time shall not exceed \$ 2,320,000.00  
 This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions and other charges validly made pursuant to this Mortgage and does not apply to advances (or interest accrued on such advances) made under the terms of this Mortgage to protect Lender's security and to perform any of the covenants contained in this Mortgage. Future advances are contemplated and, along with other future obligations, are secured by this Mortgage even though all or part may not yet be advanced. Nothing in this Mortgage, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing.

4. **Secured Debt Defined.** The term "*Secured Debt*" includes, but is not limited to, the following:
- (A) The promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all extensions, renewals, modifications or substitutions ("*Evidence of Debt*") (e.g., *borrower's name, note amount, interest rate, maturity date*):  
JUDY A. KEELEY AND EUGENE P. KEELEY, HUSBAND AND WIFE,  
\$2,320,000.00; 4.75% VARIABLE RATE, MATURES 9-15-2042
  - (B) All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed existing now or after this Mortgage whether or not this Mortgage is specifically referred to in the evidence of debt.
  - (C) All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
  - (D) All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Mortgage, plus interest at the highest rate in effect, from time to time, as provided in the Evidence of Debt.
  - (E) Mortgagor's performance under the terms of any instrument evidencing a debt by Mortgagor to Lender and any Mortgage securing, guarantying, or otherwise relating to the debt.

If more than one person signs this Mortgage as Mortgagor, each Mortgagor agrees that this Mortgage will secure all future advances and future obligations described above that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. This Mortgage will not secure any other debt if Lender fails, with respect to such other debt, to make any required disclosure about this Mortgage or if Lender fails to give any required notice of the right of rescission.

- 5. **Payments.** Mortgagor agrees to make all payments on the Secured Debt when due and in accordance with the terms of the Evidence of Debt or this Mortgage.
- 6. **Warranty of Title.** Mortgagor covenants that Mortgagor is lawfully seized of the estate conveyed by this Mortgage and has the right to grant, bargain, convey, sell, and mortgage the Property and warrants that the Property is unencumbered, except for encumbrances of record.
- 7. **Claims Against Title.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property

289194

Pg 1 of 19

Office of County Recorder  
State of North Dakota)  
County of Walsh)  
Recorded: 11/16/2017 at 2:50 PM



OFFICE OF COUNTY RECORDER 289194  
COUNTY OF WALSH  
STATE OF NORTH DAKOTA  
I certify that the within instrument was filed in this office on  
11/16/2017 at 2:50 PM

Diane M. Link County Recorder

By *Diane M. Link*

Paid Recording (65.00 NORTH STAR COMMUNITY CREDIT UNION  
Return: NORTH STAR COMMUNITY CREDIT UNION 1225 HILL AV  
GRAFTON, ND 58237

**Return To:**

NORTH STAR COMMUNITY CREDIT UNION  
1225 HILL AVE.  
GRAFTON, ND 58237

**Prepared by:**

NORTH STAR COMMUNITY CREDIT UNION  
1225 HILL AVE.  
GRAFTON, ND 58237

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## REAL ESTATE MORTGAGE

(With Future Advance Clause)

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1. **Date and Parties.** The date of this Mortgage ("*Mortgage*") is 11-16-2017  
The parties and their addresses are:

**Mortgagor:**

JUDY A. KEELEY AND EUGENE P.  
KEELEY, HUSBAND AND WIFE  
15187 75TH ST NE  
GRAFTON, ND 58237

- Refer to the Addendum which is attached and incorporated herein for additional  
Mortgagors.

**Lender:**

NORTH STAR COMMUNITY CREDIT UNION  
1225 HILL AVE.  
GRAFTON, ND 58237

2. **Mortgage.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (hereafter defined), Mortgagor grants, bargains, conveys and mortgages to Lender, the following described property:

SEE ATTACHMENT "A"

The property is located in WALSH at  
(County)  
(Address)  
GRAFTON, North Dakota 58237  
(City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, timber, all diversion payments or third party payments made to crop producers which are not directly related to crop production proceeds, and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "*Property*"). The term *Property* also includes, but is not limited to, any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the *Property*, however established.

3. **Maximum Obligation Limit.** The total principal amount of the Secured Debt (hereafter defined) secured by this Mortgage at any one time shall not exceed \$ 4,350,000.00. This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions and other charges validly made pursuant to this Mortgage and does not apply to advances (or interest accrued on such advances) made under the terms of this Mortgage to protect Lender's security and to perform any of the covenants contained in this Mortgage. Future advances are contemplated and, along with other future obligations, are secured by this Mortgage even though all or part may not yet be advanced. Nothing in this Mortgage, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing.

4. **Secured Debt Defined.** The term "*Secured Debt*" includes, but is not limited to, the following:
- (A) The promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all extensions, renewals, modifications or substitutions ("*Evidence of Debt*") (e.g., *borrower's name, note amount, interest rate, maturity date*):
- JUDY A KEELEY AND EUGENE P KEELEY, HUSBAND AND WIFE;  
 \$550,000.00; 4.75% VARIABLE INTEREST RATE; MATURES 9-15-2042
- (B) All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed existing now or after this Mortgage whether or not this Mortgage is specifically referred to in the evidence of debt.
- (C) All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- (D) All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Mortgage, plus interest at the highest rate in effect, from time to time, as provided in the Evidence of Debt.
- (E) Mortgagor's performance under the terms of any instrument evidencing a debt by Mortgagor to Lender and any Mortgage securing, guarantying, or otherwise relating to the debt.
- If more than one person signs this Mortgage as Mortgagor, each Mortgagor agrees that this Mortgage will secure all future advances and future obligations described above that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. This Mortgage will not secure any other debt if Lender fails, with respect to such other debt, to make any required disclosure about this Mortgage or if Lender fails to give any required notice of the right of rescission.
5. **Payments.** Mortgagor agrees to make all payments on the Secured Debt when due and in accordance with the terms of the Evidence of Debt or this Mortgage.
6. **Warranty of Title.** Mortgagor covenants that Mortgagor is lawfully seized of the estate conveyed by this Mortgage and has the right to grant, bargain, convey, sell, and mortgage the Property and warrants that the Property is unencumbered, except for encumbrances of record.
7. **Claims Against Title.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property

Office of County Recorder  
State of North Dakota)  
County of Walsh)  
Recorded: 2/15/2018 at 3:00 PM



OFFICE OF COUNTY RECORDER 289691  
COUNTY OF WALSH  
STATE OF NORTH DAKOTA  
I certify that the within instrument was filed in this office on  
2/15/2018 at 3:00 PM

Diane M. Link County Recorder  
By *[Signature]*  
Paid Recording (65.00 NORTH STAR COMMUNITY CREDIT UNION  
Return: NORTH STAR COMMUNITY CREDIT UNION 1225 HILL AV  
GRAFTON, ND 58237

**Return To:**  
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1225 HILL AVE.  
GRAFTON, ND 58237

**Prepared by:**  
NORTH STAR COMMUNITY CREDIT UNION  
1225 HILL AVE.  
GRAFTON, ND 58237

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## REAL ESTATE MORTGAGE

(With Future Advance Clause)

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1. **Date and Parties.** The date of this Mortgage ("*Mortgage*") is 02-15-2018  
The parties and their addresses are:

**Mortgagor:**

JUDY A. KEELEY AND EUGENE P.  
KEELEY, HUSBAND AND WIFE  
15187 75TH ST NE  
GRAFTON, ND 58237

Refer to the Addendum which is attached and incorporated herein for additional  
Mortgagors.

**Lender:**

NORTH STAR COMMUNITY CREDIT UNION  
1225 HILL AVE.  
GRAFTON, ND 58237

*EK* *[Signature]*

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SEE ATTACHMENT "A"

The property is located in WALSH at  
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E/K  
LH  
JK



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JUDY A KEELEY AND EUGENE P KEELEY, HUSBAND AND WIFE;  
\$600,000.00; 5.49% VARIABLE INTEREST RATE; MATURES 2-15-2043
- (B) All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed existing now or after this Mortgage whether or not this Mortgage is specifically referred to in the evidence of debt.
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E/B JPK