

**Quick Start Disaster Recovery Program
NOTE AND MOBILE HOME SECURITY AGREEMENT**

Loan Amount: _____

Term of Loan: _____ 10 Years

Date: _____

BORROWER NAME

Last First MI

CO-BORROWER NAME

Last First MI

MOBILE HOME

Year and Make Model Vehicle Identification Number

LOT ADDRESS FOR MOBILE HOME (PROPERTY ADDRESS)

Street City

County Zip

LENDER

Lender Name

Lender Address

We, by signing this Agreement, and Lender, by releasing any of the money under the Loan, mutually agree as follows:

DEFINITIONS:

For purposes of this Agreement:

- (i) We/us/our means the Borrower and Co-Borrower, if any, whose names are listed above and all other persons who may become responsible for the repayment of the Loan.
- (ii) Loan means the loan that the Lender will make to the Borrower and the Co-Borrower whose names are listed above.
- (iii) Agreement means this Note and Mobile Home Security Agreement.
- (iv) Mobile Home means the mobile home that is described above, all additions that are made to the mobile home, all accessories that are added to the mobile home, and all parts that are used to repair the mobile home.
- (v) Lender means that entity referred to above, its successors and assigns, or any subsequent holder of this Note and Mobile Home Security Agreement.

LOAN:

1. We have submitted a loan application to Lender to borrow _____ and ____/100 Dollars (_____) for a 10 year-term and will use the money to pay for rehabilitation work to be done on the Mobile Home or, in the alternative, to pay for the acquisition of the Mobile Home.
2. Lender can refuse to make the Loan to us if anything that we say in this Agreement is not accurate, if any information we have given to Lender is not accurate, or if we fail to do anything that we said we would do in this Agreement.
3. We are making the following statements to Lender so that it will make the Loan to us:
 - A. We are the lawful owners of the Mobile Home;
 - B. We are living in and will continue to live in the Mobile Home as our principal residence or, in the alternative, we will upon closing of the Loan, live in the Mobile Home as our principal residence;
 - C. We will keep the Mobile Home in good condition and will replace any worn, broken or defective parts;
 - D. We will keep the Mobile Home fully insured for hazards for which the Lender may require insurance;
 - E. We will allow the Lender, and anyone it sends, to look at and inspect the Mobile Home at any reasonable time during the day;
 - F. We will make all payments that we owe to Lender under this Agreement, repay the Loan when it becomes due, and do everything else that we are supposed to do under this Agreement;

- G. We have done everything that is required by any lease or other document that creates a security interest in the Mobile Home or in connection with any insurance payments that we may receive as payment for any damage to the Mobile Home or because of the complete destruction of the Mobile Home, and will continue to do everything that is required by those leases and documents;
 - H. We will promptly notify the Lender if we move the Mobile Home from the lot on which it is currently located and will supply Lender with the address of the new location for the Mobile Home;
 - I. We will promptly notify the Lender if we ever fail to do anything that is required by any lease or other document that creates a security interest in the Mobile Home or in connection with any insurance payments that we may receive as payment for any damage to the Mobile Home or because of the complete destruction of the Mobile Home;
 - J. We will promptly notify the Lender if we ever fail to pay any tax or other payment for the Mobile Home that must be made to the State of Minnesota, or any county, city or township;
 - K. The information we have given to Lender is true and accurate and any additional information we give to Lender in the future will also be true and accurate;
 - L. We will give the Lender any other information it may need to determine if we continue to qualify for the Loan;
 - M. We will supply and sign any other documents that Lender decides are needed for us to qualify for the Loan; and
 - N. We lease or rent the lot on which our Mobile Home is located.
 - O. The Mobile Home is located within a disaster affected county.
 - P. We have completed and signed the Department of Public Safety's Notification of Assignment, Release or Grant of Secured Interest document in order to grant a security interest to Lender in the Mobile Home.
4. After we have signed this Agreement and all other documents that Lender may request us to sign in order for us to qualify for the Loan, Lender will hold the money and use it to pay for the agreed upon rehabilitation work that we will have done to the Mobile Home or, in the alternative, Lender will disperse the money to pay for the acquisition of the Mobile Home.

REPAYMENT OF THE LOAN AND OTHER AMOUNTS:

5. The entire Loan becomes immediately due and payable if and when:

- A. We allow any of the money from the Loan to be used for anything other than payment for rehabilitation work that is done on the Mobile Home or, in the alternative, payment for the acquisition of the Mobile Home;
- B. We no longer own the Mobile Home, no matter why this happens;
- C. We no longer live in the Mobile Home, no matter why this happens;
- D. We fail to make any needed repairs to the Mobile Home or replace any worn out or broken parts;
- E. We fail to keep the Mobile Home fully insured for hazards for which the Lender may require insurance;
- F. We do not let Lender, or anyone it sends, inspect the Mobile Home;
- G. We fail to pay any taxes that are owed on the Mobile Home or other amounts that must be paid to the government for the Mobile Home;
- H. We fail to notify the Lender if we move the Mobile Home from the lot on which it is currently located or fail to supply Lender with the address of the new location for the Mobile Home;
- I. We fail to do everything we are required to do under any lease, purchase agreement or other loans for the Mobile Home unless Lender tells us in writing that it is all right not to do those things;
- J. We fail to do everything we are required to do under this Agreement or any other document that Lender may request us to sign in order for us to qualify for the Loan; or
- K. Anything that we have told Lender in our application for the Loan, in this Agreement, or in any other document that Lender may request us to sign in order for us to qualify for the Loan is not true.
- L. We move the Mobile Home to a location that is not within a county affected by severe storms and/or flooding on or after September 22, 2010 in the area of Southern Minnesota designated under Presidential Declaration of Major Disaster, DR-1941, as amended.

Absent the occurrence of the events set forth above in this Section 5 within ten (10) years of the date of this Note and Mobile Home Security Agreement; upon the commencement of the eleventh (11th) year after the date of this Note and Mobile Home Security Agreement, Borrower shall have no obligation to repay the Loan.

- 6. If repayment is required under Section 5 above, and we do not repay the loan within 30 days of the date it becomes due and payable, we agree to pay interest on the outstanding balance. The interest rate will be the lesser of 18% per annum or the highest interest rate allowed by law, and will accrue beginning on the date the loan was due and payable.

7. We can repay all or any part of the Loan at any time without being charged a penalty.
8. Any payments that we make on the Loan will be by check or money order made payable to Lender at its address shown above, or at such other address, of which Lender may from time to time give me notice in writing.
9. We understand that each of us is separately responsible for the repayment of the Loan even if one or more of us fails to repay its part of the Loan.
10. We waive any requirement that Lender provide any of us with notice that the Loan has not been repaid or any formal demand that we repay the Loan.
11. We will pay to Lender all costs that Lender is required to pay in order to create, perfect, maintain and enforce the security interest that we gave to Lender under this Agreement, and know that this amount could include all court costs and attorney fees that Lender may have to pay in order to collect the Loan or to enforce the security interest.

SECURITY INTEREST:

12. As collateral for this Loan we are giving to Lender a security interest in:
 - A. The Mobile Home;
 - B. Any insurance payments that we may receive as payment for any damage to the Mobile Home or as a result of the complete destruction of the Mobile Home; and
 - C. Any money that we receive if we sell the Mobile Home.
13. We are giving Lender this security interest to ensure that we will:
 - A. Repay the Loan when it is due;
 - B. Pay whatever other amounts that we are required to pay to Lender under this Agreement; and
 - C. Do everything that we are required to do under this Agreement.
14. We will supply and sign any other documents that Lender decides are needed to legally create the security interest that we are giving to Lender and to continue the security interest until we have fully repaid the Loan, which includes the original Certificate of Title for the Mobile Home.
15. We authorize Lender to file any document that it believes is needed to legally create the security interest that we are giving to Lender and to continue the security interest until we have fully repaid the Loan.
16. After we have repaid the entire Loan and interest, if any, or if the loan is forgiven, Lender will release the security interest it has in the Mobile Home.

MISCELLANEOUS PROVISIONS:

17. We cannot give or transfer our interest in this Agreement to anyone else unless the Lender tells us in writing that we can.
18. Lender can transfer its interest in this Agreement to anyone else or to any other organization it wants without our approval.
19. All changes to this Agreement must be in writing and must be signed by both us and Lender.
20. A waiver by Lender will not be valid unless it is in writing and signed by Lender, and will only apply to the specific action that is being waived and will not be a continuing waiver unless the waiver specifically states that it is continuing.
21. This Agreement applies to us and to anyone or any other entity to which it is transferred, including our heirs if we die.
22. We will not object or raise as a defense to the repayment of the Loan:
 - A. Any reasonable delay that Lender may take in demanding the repayment of or in the collection of the Loan, or in the enforcement of any of the provisions in this Agreement;
 - B. Lender's extension of time to repay the Loan or release of any party liable for the repayment of the Loan; or
 - C. Lender's release of the Mobile Home as collateral for the repayment of the Loan or acceptance of other items as collateral for the repayment of the Loan.
23. If there is more than one Borrower, Lender is not required to notify all Borrowers of any extension of time to repay the Loan, the release of any person who may be liable for the repayment of the Loan, release of the Mobile Home as collateral for the repayment of the Loan, or acceptance of other items as collateral for the repayment of the Loan.
24. A delay by Lender in the enforcement of any provision in this Agreement will not prevent Lender from enforcing the provision at some later date.
25. Any notice that must be given to us or to the Lender will be given by personally delivering the item to the other party or by certified mail to the following addresses:
 - A. Notices to us will be addressed to the Property Address that is listed in this Agreement or to whatever other address that we give to Lender in writing; and
 - B. Notices to Lender will be addressed to Lender at its address shown above, or at such other address, of which Lender may from time to time give me notice in writing.
26. This Agreement is controlled by the laws of the State of Minnesota.

