

NRP DEFERRED NOTE

(East Phillips: Home Buyer Assistance and Rehab Programs)

§

Minneapolis, Minnesota

FOR VALUE RECEIVED, the undersigned (the "Borrower"), promises to pay to the order of the City of Minneapolis, a Minnesota municipal corporation under the laws of Minnesota (the "Lender"), or it assigns, the sum of _____, (the "Loan Funds") without interest. Said sum was made available to the Borrower under that certain East Phillips Home Buyer Program Assistance for the Borrower to acquire the property at _____, (the "Residence").

1. The Loan Funds shall be repaid without interest as follows:
 - a) If the sale, assignment, conveyance, transfer, lease or termination of the Residence as the Borrower's principal place of residence occurs on or before the fifteenth (15th) anniversary of the date of this Note, the Borrower shall repay one hundred percent (100%) of the Loan.
2. If the Borrower has not sold, assigned, conveyed, transferred, leased or terminated occupancy of the Residence as Borrower's principal place of residence by the fifteenth (15th) anniversary of the date of this Note _____, the Borrower shall have no obligation to repay the Loan and this Note will be forgiven and shall terminate and become null and void.
3. This note is secured by a Mortgage (the "Mortgage") in favor of the Lender of even date herewith. Default under any of the covenants in the Mortgage shall constitute an event of default.
4. The Lender will charge the Borrower \$15.00 for each check or automatic payment withdrawal request that is returned unpaid due to insufficient funds or for any other reason.
5. The Borrower has the right to pay the debt evidenced by this Note, in whole or in part without charge or penalty, on the first day of the month. Lender shall accept prepayment on other days provided that the Borrower pays interest, if any, on the amount prepaid for the remainder of the month to the extent required by the Lender. If the Borrower makes a partial prepayment, there will be no changes in the due date or in the amounts of the monthly payment, if any, unless the Lender agrees in writing to those changes.
6. If suit is instituted by Lender, its successors or assigns, to recover on this Note, the undersigned agrees to pay all costs of such collection, including reasonable attorney's fees and court costs.
7. Demand, protest and notice of demand and protest are hereby waived and the undersigned waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.
8. This Note shall be governed by and construed in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned, as of the day and year above first written.

BORROWER:
