

STATE OF MINNESOTA
COUNTY OF SCOTT

IN DISTRICT COURT
FIRST JUDICIAL DISTRICT

First National Bank of Montgomery,
Minnesota,

Plaintiff

-vs-

AFFIDAVIT
FOR
ATTACHMENT

Jerome Daly,

Defendant

STATE OF MINNESOTA)
) ss
COUNTY OF LE SUEUR)

Theodore R. Mellby, being duly sworn, on oath says; that he is the attorney for the plaintiff in the action above entitled; that a cause of action for unlawful detainer exists against said defendant in favor of said plaintiff; that the amount of the claim of plaintiff in said action is possession of the following described tract of land, to-wit:

Lot 19, Fairview Beach, according to the recorded Plat thereof on file and of record in the office of the Register of Deeds in and for the County of Scott, State of Minnesota;

that the ground of said claim and the nature and basis thereof is as follows, to-wit:

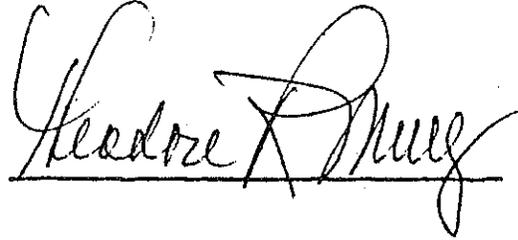
Complaint in the above entitled action is made a part hereof as Exhibit "A".

That judgment for defendant was entered in Justice Court, Credit River Township, County of Scott, State of Minnesota, on December 9, 1968. Plaintiff duly appealed therefrom to the above Court. The Justices of the Peace who heard said cause of action wrongfully refused to make return on appeal to the above Court. Authority for attachment proceedings is found in M.S.A. 566.14.

Further affiant saith not, save that he prays that a writ of attachment issue against the transcript of all entries made in the docket

of the Justice Court, Credit River Township, Scott County, Minnesota, together with all process and other papers relating to the above action and filed with the said Justice Court. Said transcript, process and other papers, are in the possession of either Wm. E. Drexler, Minnesota, or Martin V. Mahoney, Credit River Township, Scott County, Minnesota, or both, or Jerome Daly, Savage, Minnesota.

Subscribed and Sworn to Before
Me this 17th day of July, 1969.



Wilma V. Fortney
Wilma V. Fortney, Notary Public
Le Sueur County, Minnesota
My Commission expires November 23, 1971

TO THE CLERK OF SAID COURT:

On filing the within affidavit and a Bond approved by me in the within entitled cause, it is hereby ordered that Writ of Attachment issue as prayed for in the within affidavit

Dated: July 22, 1969

W. E. Drexler
Judge of said Court.

First National Bank of Montgomery,
Minnesota,

Plaintiff

-vs-

COMPLAINT

Jerome Daly,

Defendant

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I.

That the defendant is in possession of Lot 19, Fairview Beach, according to the recorded Plat thereof on file and of record in the office of the Register of Deeds in and for the County of Scott and State of Minnesota, and was the owner in fee thereof at the time of the execution of the mortgage hereinafter mentioned.

II.

That on May 8, 1964, defendant made and delivered to plaintiff a mortgage of said premises to secure the payment of a promissory note for Fourteen Thousand and no/hundredths (\$14,000.00) Dollars, then made and delivered by defendant to plaintiff; that on April 21, 1967, said mortgage was recorded in the office of the Register of Deeds for said County as document #113731.

III.

That thereafter, default having been made in the payment of the principal and interest of said note and mortgage, plaintiff duly foreclosed said mortgage by advertisement under a power therein, and duly caused the same to be sold by the Sheriff of said County at public auction on June 26, 1967, in conformity with the Statute in such case made and provided; that at said sale plaintiff was the purchaser of said premises and said Sheriff duly made and delivered his official certificate of said sale as provided by Minnesota Statutes 580.12; that on July 17, 1967, said certificate was

recorded in the office of the Register of Deeds for said County as documents #114393 and #114394.

IV.

That more than one (1) year has elapsed since that date and no redemption has been made therefrom and the time for redemption therefrom has expired.

V.

That by reason thereof and of the Statute in such case made and provided, plaintiff is the owner in fee and entitled to the immediate possession of said premises.

That defendant withholds possession thereof from plaintiff.

WHEREFORE, plaintiff demands judgment for the restitution of said premises and costs and disbursements.

MOORE & MULLIN

/s/ Theodore F. Melby
Theodore R. Melby
Attorney for Plaintiff
Montgomery, Minnesota 56069
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