

Prior Lake, Minnesota
November 17, 1969

Mr. Hugo P. Hentges
Clerk of District Court
Scott County
Shakopee, Minnesota 55379

In re: Return on Appeal -
First National Bank of Montgomery
vs. Jerome Daly

Dear Mr. Hentges:

The District Court file in the above matter does not include the return on appeal of the Justice Court, Credit River Township, County of Scott, State of Minnesota.

The enclosed documents constitute said return and are identified as follows:

- 1) Real Estate Note & Mortgage (1st National Bank of Montgomery - Jerome Daly)
- 2) Power of Attorney
- 3) Notice of Pendency
- 4) Affidavit of Publication of Notice of Mortgage Foreclosure
- 5) Affidavit of Personal service of Notice of Mortgage Foreclosure Sale upon Jerome Daly
- 6) Sheriff's Certificate of Sale
- 7) Complaint (1st National v. Daly)
- 8) Answer and Counterclaim.
- 9) Amended Answer and Counterclaim
- 10) Reply
- 11) Judgment and Decree
- 12) Affidavit of John Mahoney
- 13) Order Demanding file
- 14) Order to Show Cause

The District Court file in the above matter contains returns on Writ of Attachment indicating the file of said Justice Court was in the possession of Jerome Daly. On October 1, 1969, this Court

Mr. Hugo P. Hentges
Page Two

demanded of Jerome Daly that he return said file to the said Justice Court. Said order was not complied with and on November 7, 1969, Jerome Daly appeared before said Justice Court to show cause why he should not be held in contempt for non-compliance with said order. He testified under oath, a transcript of which is available if deemed necessary by the District Court, that Martin V. Mahoney obtained said file from Jerome Daly a few days after service of the Writ of Attachment. At the request of plaintiff's counsel, I inquired of John Mahoney if he could locate said file. His affidavit indicates said file is unavailable.

Plaintiff's counsel has furnished me with many of the enclosed documents and I herewith make return on appeal in the above identified matter to the District Court.

Very truly yours,



John F. Casey
Justice of the Peace
Credit River Township
County of Scott
State of Minnesota

JFC:wvf
cc: Theodore R. Mellby
Jerome Daly

E. J. H. D.
Scott County, Minn.
Clerk of District Court

NOV 5 4 1969

HUGO B. HEMMIGER, Clerk

Deputy

MORTGAGE NOTE

Montgomery, Minn., May 8, 19 64

\$14,000⁰⁰

FOR VALUE RECEIVED, the undersigned promise(s) to pay to the order of

Due.....
No.....

The First National Bank of Montgomery, Minnesota

EXTENDED

The principal sum of **Fourteen Thousand and no/100ths** Dollars
(**\$14,000.00**) with interest from date at the rate of **Six** per centum (**6%**)
per annum on the unpaid balance until paid. Principal and interest shall be payable at the
office of **The First National Bank of Montgomery, Minnesota**
in **Montgomery, Minnesota**

To.....
To.....

or at such other place as the holder may designate in writing, in monthly installments of
One Hundred and 31/100ths Dollars (**\$100.31**),
commencing on the **8th** day of **June** 19 **64**, and on the **8th** day
of each month thereafter, until the principal and interest are fully paid, except that the
final payment of the entire indebtedness evidenced hereby, shall be due and payable on
the **8th** day of ~~May~~**April** 19 **84**

RENEWED BY

No.....

Should any of the principal or interest not be paid when due, such default shall, at the option of the legal holder hereof, cause all sums then remaining unpaid to become immediately due and payable, without notice (notice of the exercise of such option being hereby expressly waived.)

The makers, endorsers, sureties and guarantors hereof hereby severally agree to pay all costs of collection, or a reasonable attorney's fee in case payment shall not be made at maturity, and severally waive presentment for payment, notice of non-payment, protest and notice of protest and diligence in enforcing payment or bringing suit against any party hereto. The endorsers, sureties and guarantors hereof hereby severally consent that the time of payment may be extended, or this note renewed, from time to time without notice to them and without affecting their liability hereon.

Secured By First Mortgage

Address HIWAY 13 and Nicollet Ave.
Burnsville, Minnesota

Address _____

BANK MONEY ORDER

2698

REMISSER
1st National BANK
Real Estate Mortgage on SpringLake Property
Montgomery, Minnesota

YAK
MAY 8, 1964

PAY TO THE ORDER OF Jerome Daly

\$14,000.00

The sum of **\$14,000 and 00/100ths**

DOLLARS

⑈0912⑈1880⑈

⑈00110080⑈

This Indenture, Made this 8th day of MAY, 1964,

between Jerome Daly

of the County of Scott and State of Minnesota, Mortgagor,
and The First National Bank of Montgomery, Minnesota

a corporation under the laws of the State of United States of America, Mortgagee,

Witnesseth, That the said mortgagor, in consideration of the sum of Fourteen Thousand and no/100ths ----- DOLLARS, to him in hand paid by the said Mortgagee, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell, and Convey unto the said Mortgagee, its successors and assigns, Forever, all the tract or parcel of land lying and being in the County of Scott and State of Minnesota, described as follows, to-wit:

Lot Nineteen (19), Fairview Beach, Scott County, Minnesota

To Have and to Hold the Same, Together with the hereditaments and appurtenances thereto belonging, to the said mortgagee, its successors and assigns, forever. And the said mortgagor, for themselves, their heirs, administrators, executors and assigns, do covenant with the said mortgagee, its successors and assigns, as follows: That he is lawfully seized of said premises and has good right to sell and convey the same; that the same are free from all incumbrances, no exceptions

that the mortgagee, its successors and assigns, shall quietly enjoy and possess the same; and that the mortgagor will Warrant and Defend the title to the same against all lawful claims not hereinbefore specifically excepted.

Provided, Nevertheless, That if the said mortgagor, his heirs, administrators, executors or assigns, shall pay to the said mortgagee, its successors or assigns, the sum of Fourteen Thousand and no/100ths ----- DOLLARS, according to the terms of one principal promissory note of even date herewith due and payable, as per note

or its assigns; to pay when due, both principal and interest of all prior liens or incumbrances, if any, above mentioned and to keep said premises free and clear of all other prior liens or incumbrances; to commit or permit no waste on said premises and to keep them in good repair; to complete forthwith any improvements which may hereafter be under course of construction thereon; and to pay any other expenses and attorney's fees incurred by said mortgagee, its successors or assigns, by reason of litigation with any third party for the protection of the lien of this mortgage.

In case of failure to pay said taxes and assessments, prior liens or incumbrances, expenses and attorney's fees as above specified, or to insure said buildings and deliver the policies as aforesaid, the mortgagee, its successors or assigns, may pay such taxes, assessments, prior liens, expenses and attorney's fees and interest thereon, or effect such insurance, and the sums so paid shall bear interest at the highest rate permitted by law from the date of such payment, shall be impressed as an additional lien upon said premises and be immediately due and payable from the mortgagor, his heirs or assigns, to said mortgagee, its successors or assigns, and this mortgage shall from date thereof secure the repayment of such advances with interest.

In case of default in any of the foregoing covenants, the mortgagor confer upon the mortgagee the option of declaring the unpaid balance of said principal note and the interest accrued thereon, together with all sums advanced hereunder, immediately due and payable without notice, and hereby authorize and empower said mortgagee, its successors and assigns, to foreclose this mortgage by judicial proceedings or to sell said premises at public auction and convey the same to the purchaser in fee simple in accordance with the statute, and out of the moneys arising from such sale to retain all sums secured hereby, with interest and all legal costs and charges of such foreclosure and the maximum attorney's fee permitted by law, which costs, charges and fees the mortgagor herein agree to pay.

In Testimony Whereof, The said mortgagor ha hereunto set his hand the day and year first above written.

In Presence of

John J. Daly, Jr.
Tommy Jay

Jerome Daly

State of Minnesota,

DAKOTA

County of

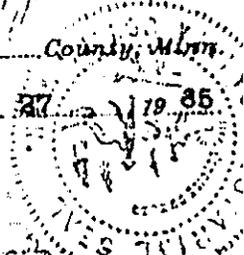
On this 8th day of May, 1964, before me,
a notary public within and for said County, personally appeared
Jerome Daly

to me known to be the person described in and who executed the foregoing instrument,
and acknowledged that he executed
the same as his free act and deed

John J. Daly, Jr.
Notary Public Dakota

County, Minn.

My commission expires February 27, 1965



OFFICE OF THE REGISTER OF DEEDS

STATE OF MINNESOTA }
COUNTY OF SCOTT } SS

I hereby certify that the foregoing is a true and correct photocopy of the original record of Mortgage Deed filed, recorded and preserved in the Office of the Register of Deeds of Scott County, Minnesota, recorded in ~~BOOK~~ Doc. No. 113751 ~~BOOK~~

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Scott County Register of Deeds, on this 14th day of November, 19 69.

Paul W. Wernerskichen
Register of Deeds

By _____ Deputy

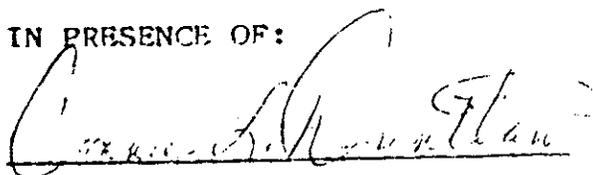
STATE OF MINNESOTA)
) ss
COUNTY OF LESUEUR)

POWER OF ATTORNEY

Know all men by these presents, that First National Bank of Montgomery, Minnesota, the mortgagee in, and present owner of, the certain mortgage given by Jerome Daly, a single person, dated on the 8th day of May, 1964, and recorded in the office of the Register of Deeds of the County of Scott in the State of Minnesota, as Document #113751, hereby authorizes Theodore R. Mellby, attorney at law, of the firm of McGuire and Mellby, First National Bank Building, Montgomery, Minnesota, 56069, to foreclose said mortgage by advertisement, to take all proceedings to that end required by law, and to act in and about said foreclosure as full to all intents and purposes as it might or could do if personally present, hereby ratifying and confirming all that said attorney shall lawfully do, or cause to be done, by virtue hereof.

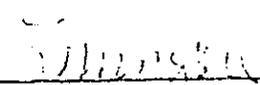
In witness whereof, the said corporate mortgagee has caused these presents to be executed in its corporate name by its Executive Vice-President and its Assistant Vice-President and Cashier and its corporate seal to be hereunto affixed this 21st day of April, 1967.

IN PRESENCE OF:



FIRST NATIONAL BANK OF MONTGOMERY

BY:


L. V. NORSTROM
Its Executive Vice-President

CORPUS CHRISTI)
COUNTY OF BEXAR) ss
STATE OF MISSOURI)

STATE OF MINNESOTA)
COUNTY OF LESUEUR) ss

On this 21st day of April, 1967, before me, a notary public within and for said County, personally appeared L. V. Morgan and Ralph G. Hendrickson to me personally known, who, being each by me duly sworn they did say that they are respectively the Executive Vice-President and the Assistant Vice-President and Cashier of the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said L. V. Morgan and Ralph G. Hendrickson acknowledged said instrument to be the free act and deed of said corporation.



Wilma V. Fortney
Wilma V. Fortney, Notary Public
LeSueur County, Minnesota
My commission expires, November 23, 1971

Office of Register of Deeds }
Scott County, Minn. } ss

I hereby certify that the within instrument was filed in this office for record on the 3rd day of May A.D. 1967 at 10 o'clock A.M. and duly recorded as 113810

OFFICE OF THE REGISTER OF DEEDS

STATE OF MINNESOTA)
COUNTY OF SCOTT) SS

I hereby certify that the foregoing is a true and correct photocopy of the original record of
Power of Attorney filed, recorded and preserved in the
Office of the Register of Deeds of Scott County, Minnesota, recorded in Book Doc. No. 113810
on page

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Scott
County Register of Deeds, on this 14 day of November 19 69

Paul W. Wemersch
Register of Deeds

By Deputy

STATE OF MINNESOTA)
COUNTY OF SCOTT) ss

First National Bank of Montgomery,
Minnesota,

Mortgagee

-VS-

Jerome Daly, a single person,

Mortgagor

NOTICE OF PENDENCY
OF PROCEEDINGS TO FORECLOSE
MORTGAGE UPON UNREGISTERED
LAND BY ADVERTISEMENT

NOTICE IS HEREBY GIVEN of the pendency of the proceedings to foreclose by advertisement that certain mortgage dated the 8th day of May, 1964, executed by Jerome Daly, a single person, as mortgagor, to First National Bank of Montgomery, Minnesota, as mortgagee, filed for record in the office of the Register of Deeds in and for the County of Scott, and State of Minnesota, on the 21st day of April, 1967, at 11:20 o'clock A.M. and recorded as Document #113751, said mortgage covering 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 said County of Scott and State of Minnesota.

Notice is further given that the object of said action is to foreclose by advertisement of the above described tract of land by judicial sale on the 26th day of June, 1967, at 11:00 o'clock A.M., at the lobby of the Scott County Sheriff's office in the Public Safety Building in the City of Shakopee in said County and State.

DATED: April 21, 1967

MCGUIR AND MELLBY



OFFICE OF THE REGISTER OF DEEDS

STATE OF MINNESOTA }
COUNTY OF SCOTT } SS

I hereby certify that the foregoing is a true and correct photocopy of the original record of
Notice of Pendency of Proceedings etc. filed, recorded and preserved in the
Office of the Register of Deeds of Scott County, Minnesota, recorded in ~~Book~~ Doc. No. 113840.
~~xxx page~~

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Scott
County Register of Deeds, on this 14th day of November, 1969.

Paul W. Wernersuchen
Register of Deeds

By _____ Deputy

Affidavit of Publication

State of Minnesota }
County of Scott }

Published Notice

NOTICE OF FORECLOSURE
NOTICE IS HEREBY GIVEN,
that default has occurred in the
conditions of that certain mortgage,
dated the 8th day of May, 1964,
executed by Jerome Daly, a single
person, as mortgagor, to First National
Bank of Montgomery, Min-
nesota, as mortgagee, filed for
record in the Office of the Regis-
ter of Deeds in and for the County
of Scott, State of Minnesota on
the 21st day of April, 1967, at
11:20 o'clock A.M., and recorded as
Document No. 113751; that no
action or proceeding has been in-
stituted at law to recover the
debt secured by said mortgage, or
any part thereof, that certain in-
stallments in the amount of \$478.38
remain unpaid; that pursuant to
the provisions of said mortgage,
said mortgagee has elected to de-
clare the whole debt secured there-
by to be now due and payable;
that there is due and claimed to
be due upon said mortgage includ-

ing interest to date hereof, the
sum of Thirteen Thousand Three
Hundred Eighty Eight and 71/
hundredths (\$13,388.71) Dollars and
pursuant to the power of sale
therein contained, said mortgage
will be foreclosed and the tract of
land lying and being in the County
of Scott, State of Minnesota, de-
scribed as follows, to-wit:

Lot 19, Fairview Beach, accord-
ing to the recorded Plat there-

of
will be sold by the sheriff of said
County at public auction on the
26th day of June, 1967, at 11:00
o'clock A.M., in the lobby of the
Sheriff's main office located in the
Public Safety Building in the City
of Shakopee in said County and
State, to pay the debt then se-
cured by said mortgage and taxes,
if any, on said premises and the
costs and disbursements allowed
by law, subject to redemption with-
in twelve months from said date
of sale.

Dated: April 21, 1967
FIRST NATIONAL BANK OF
MONTGOMERY, MINNE-
SOTA, a corporation,
MORTGAGEE
McGUIRE & MELLBY
THEODORE R. MELLBY
Attorneys for Mortgagee
First National Bank Building
Montgomery, Minnesota 56069
(Pub. in the Shakopee Valley
News, May 4, 11, 18, 25, June 1,
8, 1967). (37115)

George E. Roberts... being duly sworn, on oath says; that
he is, and during all the times herein stated has been the Co-publisher
of the Corporation, the publisher of the newspaper known
as The Shakopee Valley News, and has full knowledge of the facts herein stated;

That immediately prior to the publication therein of the printed
Notice of Mortgage Foreclosure hereto attached, said newspaper was print-
ed and published in the City of Shakopee, in the County of Scott, State of Minnesota on
Thursday of each week; that during all said time said newspaper has been printed in
the English language from its known office of publication within the City of Shakopee
from which it purports to be issued as above stated in newspaper format and in column
and sheet form equivalent in space to at least 450 running inches of single column, two
inches wide; has been issued once each week from a known office established in said
place of publication and employing skilled workmen and equipped with the necessary
material for preparing and printing the same, and the presswork on that part of the
newspaper devoted to local news of the community which it purports to serve, was done
in its known office of publication;

That during all said time in its makeup not less than twenty five per cent of its
news columns have been devoted to local news of interest to the community it purports
to serve, that during all said time it has not wholly duplicated any other publication,
and has not been entirely made up of patents, plate matter and advertisements; has
been circulated in and near its said place of publication to the extent of at least two
hundred and forty (240) copies regularly delivered to paying subscribers and has entry
as second class matter in its local postoffice; that the said newspaper was in existence
but publication thereof was suspended before the completion of one full year because
the editor or publisher entered active military service after December 7, 1941, and
prior to December 31, 1946, under the Selective Service Act of 1940, and publication of
the newspaper was resumed after honorable discharge of the editor or publisher; and
that there has been on file in the office of the County Auditor of Scott County, Minne-
sota the affidavit of a person having knowledge of the facts, showing the name and
location of said newspaper and the existence of the conditions constituting its qual-
ifications as a legal newspaper; and that there has been a copy of each issue, filed with
the Minnesota Historical Society, St. Paul, Minnesota.

That the Notice of Mortgage Foreclosure hereto
attached was cut from the columns of said newspaper, and was printed and published
therein in the English language, once each week, for Six successive
weeks; that it was first so published on Thursday, the 4th day of May
1967, and thereafter on Thursday of each week to and including the 8th day of
June 1967; and that the following is a printed copy of the lower case
alphabet from A to Z, both inclusive and is hereby acknowledged as being the size and
kind of type used in the composition and publication of said notice, to-wit:

abcdefghijklmnopqrstuvwxyz

abcdefghijklmnopqrstuvwxyz

George E. Roberts (Signature)

Subscribed and sworn to before me this 8th day of June 1967.



James Jankiewicz (Signature)

Office of Register of Deeds
Scott County, Minn.

I hereby certify that the within instrument
was filed in this office for record on
the 16th day of June
A.D. 1967 at 10 o'clock A.M.
and duly recorded as

Document No. 114144

Paul E. Wesmer
Register of Deeds

By _____ Deputy

Office of Register of Deeds
Scott County, Minn.

I hereby certify that the within instrument
was filed in this office for record on

A.D. _____ at _____ o'clock _____
and duly recorded as

Document No. _____

Register of Deeds

By _____ Deputy

OFFICE OF THE REGISTER OF DEEDS

STATE OF MINNESOTA }
COUNTY OF SCOTT } SS

I hereby certify that the foregoing is a true and correct photocopy of the original record of
Affidavit of Publication filed, recorded and preserved in the
Office of the Register of Deeds of Scott County, Minnesota, recorded in ~~Book~~ Doc. No. 114144
~~xxxxxx~~.....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Scott
County Register of Deeds, on this 14th day of November, 1969

Paul W. Wemersch
Register of Deeds

By Deputy

State of Minnesota,

} ss. I hereby certify and return that on the.....10th.....

County of Scott day of MAY.....1967 at the Village

of Savage in said county and state I served the attached Notice of Foreclosure

upon Jerome Daly

therein named personally by handing to and leaving with him a

true and correct copy thereof.

Sheriff's Mileage \$ 3.00

W. B. Schroder

Cop \$

Sheriff of Scott County, Minn.

Sheriff's Fees \$ 2.00

By Howard Halverson Deputy

Total \$ 5.00

NOTICE IS HEREBY GIVEN, that default has occurred in the conditions of that certain mortgage, dated the 8th day of May, 1964, executed by Jerome Daly, a single person, as mortgagor, to First National Bank of Montgomery, Minnesota, as mortgagee, filed for record in the Office of the Register of Deeds in and for the County of Scott, State of Minnesota on the 21st day of April, 1967, at 11:20 o'clock A.M., and recorded as Document #113751; that no action or proceeding has been instituted at law to recover the debt secured by said mortgage, or any part thereof, that certain installments in the amount of \$476.38 remain unpaid; that pursuant to the provisions of said mortgage, said mortgagee has elected to declare the whole debt secured thereby to be now due and payable; that there is due and claimed to be due upon said mortgage including interest to date hereof, the sum of Thirteen Thousand Three Hundred Eighty Eight and 71/hundredths (\$13,388.71) Dollars and pursuant to the power of sale therein contained, said mortgage will be foreclosed and the tract of land lying and being in the County of Scott, State of Minnesota, described as follows; to-wit:

Lot 19, Fairview Beach, according to the recorded Plat thereof

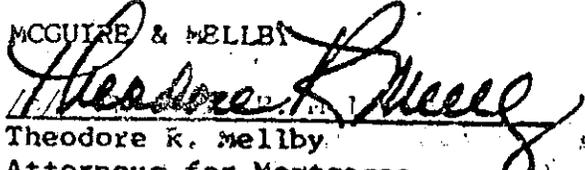
will be sold by the sheriff of said County at public auction on the 26th day of June, 1967, at 11:00 o'clock A.M., in the lobby

and the costs and disbursements allowed by law, subject to redemption within twelve months from said date of sale.

Dated: April 21, 1967

FIRST NATIONAL BANK OF MONTGOMERY,
MINNESOTA, a corporation,
MORTGAGEE

MCGUIRE & MELLBY


Theodore K. Mellby
Attorneys for Mortgagee
First National Bank Building
Montgomery, Minnesota 56069

Office of Register of Deeds }
Scott County, Minn. }

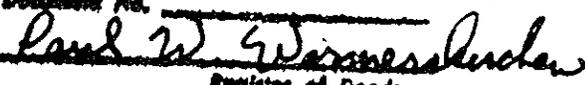
55

I hereby certify that the within instrument
was filed in this office for record on

the 3rd day of May
A.D. 1967 at 10 o'clock A.M.

and duly recorded as 113811

Document No. _____


Register of Deeds

By _____ Deputy

OFFICE OF THE REGISTER OF DEEDS

STATE OF MINNESOTA }
COUNTY OF SCOTT } SS

I hereby certify that the foregoing is a true and correct photocopy of the original record of
Notice of Mortgage Foreclosure Sale filed, recorded and preserved in the
Office of the Register of Deeds of Scott County, Minnesota, recorded in ~~Book~~ Doc. No. 113811
on page

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Scott
County Register of Deeds, on this 14th day of November, 19 69.

Paul W. Williams Rindler
Register of Deeds

By Deputy

Containing Printer's Affidavit as per Chapter 186, G. L. 1935

I. NOTICE OF SALE

II. PRINTER'S AFFIDAVIT

State of Minnesota,

County of _____ } ss.

_____, being duly sworn, on oath says; that he now is, and during all the times herein stated has been, _____ the publisher and printer of the newspaper known as _____, and has full knowledge of the facts herein stated.

That for more than one year immediately prior to the publication therein of the printed hereto attached, said newspaper was printed and published in the English language from its known office of publication within the _____ of _____ in the County of _____, State of Minnesota, on _____ of each week in column and sheet form equivalent in space to 450 running inches of single column two inches wide; has been issued from a known office established in said place of publication equipped with skilled workmen and the necessary material for preparing and printing the same;

has had in its makeup not less than twenty-five per cent of its news columns devoted to local news of interest to said community it purports to serve, the press work of which has been done in its said known office of publication; has contained general news, comments and miscellany; has not duplicated any other publication; has not been entirely made up of patents, plate matter and advertisements; has been circulated at and near its said place of publication to the extent of 240 copies regularly delivered to paying subscribers; has been entered as second class mail matter in the local post office of its said place of publication; that there has been on file in the office of the County Auditor of said county the affidavit of a person having first hand knowledge of the facts constituting its qualification as a newspaper for publication of legal notices; and that its publishers have complied with all demands of said County Auditor for proofs of its said qualification.

That the printed hereto attached as a part hereof was cut from the columns of said newspaper; was published therein in the English language once each week for successive weeks; that it was first so published on the _____ day of _____, 19 _____ and thereafter on _____ of each week to and including the _____ day of _____, 19 _____; and that the following is a copy of the lower case alphabet which is acknowledged to have been the size and kind of type used in the publication of said

abcdefghijklmnopqrstuvwxyz

Subscribed and sworn to before me this _____ day of _____, 19 _____

Notary Public, _____ County, Minnesota.

My commission expires _____

III. AFFIDAVIT OF SERVICE ON OCCUPANT

State of Minnesota,

County of _____ } ss.

_____, being duly sworn, on oath says; that on the _____ day of _____, 19 _____ he went upon the land and premises described in the printed notice of mortgage foreclosure sale hereto attached for the purpose of serving said notice upon all persons in possession thereof; that on said date, and for _____ prior thereto, _____ and none other, was _____ in possession of said land; and that on said day he served said notice on _____ said person, by handing to and leaving with _____

a true and correct copy thereof.

OR. III. AFFIDAVIT OF VACANCY

State of Minnesota, } ss.

County of _____

being duly sworn, on oath says; that on the _____ day of _____, 19____, he went upon the land and premises described in the printed notice of mortgage foreclosure sale hereto attached for the purpose of serving said notice on the persons in possession thereof; and that on said date, and for _____ prior thereto, all said land was and had been wholly vacant and un-occupied.

Subscribed and sworn to before me this _____ day of _____, 19____.

Notary Public, _____ County, Minn.
My commission expires _____, 19____.

IV. AFFIDAVIT OF COSTS AND DISBURSEMENTS

State of Minnesota, } ss.

County of LeSueur

Theodore R. Melby

being duly sworn, on oath says; that he is _____ the attorney _____ foreclosing the mortgage described in the printed notice of mortgage foreclosure sale hereto attached; that the following is a detailed bill of the costs and disbursements of said foreclosure, and that the same have been absolutely and unconditionally paid or incurred therein, to-wit:

Attorney's fees for foreclosing said mortgage	\$ 225.00
Printer's fee for publishing notice of sale	\$ 46.80
Notary fees for _____ affidavit	\$ _____
Recording power of attorney to foreclose	\$ 1.50
Fees for serving notice of sale on occupants	\$ 5.00
Sheriff's fee for making foreclosure sale	\$ 6.00
Fees of Register of Deeds for recording Certificate	\$ 6.00
Recording Notice of Pendency & Foreclosure	\$ 5.75
Recording Affidavit of Non-Military Status	\$ 1.00
Total Costs and Disbursements	\$ 297.05

Subscribed and sworn to before me this 29th day of _____, 1967.
Notary Public for LeSueur County, Minn.
My commission expires November 23, 1971.

Theodore R. Melby

V. SHERIFF'S CERTIFICATE OF SALE

State of Minnesota, } ss.

County of SCOTT

I, W. B. Schroeder Sheriff of the County of Scott State of Minnesota, do hereby certify; that pursuant to the printed Notice of Mortgage Foreclosure sale hereto attached and the power of sale contained in that certain mortgage therein described, to-wit: that certain mortgage, dated the 8th day of May, 1964, executed by Jerome Daly, a single person as mortgagor to THE FIRST NATIONAL BANK OF MONTGOMERY, MINNESOTA

and did strike of and sell the same to THE FIRST NATIONAL BANK OF MONTGOMERY, MINNESOTA,
 of Thirteen Thousand Nine Hundred Twenty and 67/100 Dollars (\$13,920.67) ^{for the sum of}
 said purchase, being the highest bidder and said sum being the highest and best bid
 offered therefor; and that said sale in all respects openly, honestly, fairly, and lawfully
 conducted, and said and so sold is in fact a redemption at any time within twelve months from said
 date of said sale.

In Testimony Whereof, I have hereunto set my hand this 5th day of July 1967.

In presence of
Alfred K. Mueller }
Helena J. Ludwig }
 W. B. SCROEDER County, Minn.
 As Sheriff of SCOTT
 By _____ Deputy.

State of Minnesota. }
 County of Scott } ss.
 On this 3 day of July, 1967, before me personally

appeared W. B. Schroeder Sheriff of said County, and the person described therein
 to me known to be the owner of said County, and the person described therein
 and who executed the foregoing instrument, and acknowledged that he executed the same as his
 free act and deed as such Sheriff.

Edward J. Smith
 Notary Public Scott County, Minn.
 My commission expires _____ 19__

Edward J. Smith
 Notary Public, Scott County, Minn.
 My Commission Expires Dec. 8, 1967



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 ortgage
 eeds,
 DTA,
 in Instrument
 on the 17th
1067
 and was duly
 s, page _____
 er of Deeds
 Deputy
 M. MINN.

I did, at the time and place in said notice specified, to-wit: at the lobby of the Sheriff's
main office located in the Public Safety Building

in the City of Shakopee County of MN Scott, State of
Minnesota, on the 26th day of June, 19 67,
at 11 o'clock A.M., offer for sale and sell at public auction to the highest and best bidder
the tract of land lying and being in the County of Scott State of Minnesota,
described as follows, 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 of Scott County,
State of Minnesota

OFFICE OF THE REGISTER OF DEEDS

STATE OF MINNESOTA }
COUNTY OF SCOTT } SS

I hereby certify that the foregoing is a true and correct photocopy of the original record of Sheriff's Certificate and Foreclosure Record filed, recorded and preserved in the Office of the Register of Deeds of Scott County, Minnesota, recorded in Book No. 114393
~~xx-2946~~

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Scott County Register of Deeds, on this 14th day of November, 19 69

Paul W. Wemmers
Register of Deeds

By _____ Deputy

State of Minnesota, } ss.
County of LE Scott

DISTRICT COURT

FIRST Judicial District

First National Bank of Montgomery, Minnesota,
Mortgagee
vs. ~~YODOLIFFX~~
Jerome Daly, a single person,
Mortgagor
Defendant

AFFIDAVIT OF AMOUNT DUE AND COSTS AND DISBURSEMENTS

AMOUNT DUE

Principal ----- \$-----
Interest ----- \$-----

COSTS AND DISBURSEMENTS

Statutory Costs ----- \$-----
Affidavits ----- \$-----
Acknowledgments ----- \$-----
Sheriff's Fees ----- \$-----
Clerk's Fees [to be taxed] ----- \$-----
----- \$-----
----- \$-----
----- \$-----

Witness Fees, viz.:

Name	Residence	No. Days Attendance	Dates of Attendance	No. Miles Traveled	
-----	-----	-----	-----	-----	\$-----
-----	-----	-----	-----	-----	\$-----
-----	-----	-----	-----	-----	\$-----
-----	-----	-----	-----	-----	\$-----
-----	-----	-----	-----	-----	\$-----

Total Amount, \$-----

....., being first duly sworn, deposes and says that he is the Attorney for the Plaintiff in the above entitled action; that he has read the complaint in said action and knows the contents thereof; that the principal amount specified herein is the actual principal amount due and does not exceed the principal amount demanded in the complaint; and that the foregoing is a true and correct statement of the costs and disbursements of said Plaintiff in said action, and that all the items thereof have been actually and necessarily paid or incurred therein by and on behalf of said Plaintiff.

State of Minnesota, } ss.
County of _____

DISTRICT COURT
Judicial District

vs. Plaintiff

Defendant

State of Minnesota, } ss.
County of _____

AFFIDAVIT OF NO ANSWER

being first duly sworn, deposes and says that he is _____ the Attorney for the Plaintiff in the above entitled action; that the Summons and Complaint in said action was duly served upon the Defendant on the _____ day of _____, 19____ and that said Summons and Complaint together with Proof of Service thereof have been duly filed with the Clerk of District Court herein; that more than _____ days have elapsed since the service of said Summons and Complaint and that no Answer or any other pleadings have been received by or served upon said Plaintiff or _____ Attorney nor has Defendant, or either or any of them, in any manner appeared herein, by Attorney or otherwise; and that Defendant in default herein; and that Plaintiff prays for judgment according to law.

Subscribed and sworn to before me this _____ day of _____, 19____
Notary Public, _____ Co., Minn.
My commission expires _____

State of Minnesota, } ss.
County of _____

AFFIDAVIT OF IDENTIFICATION

being first duly sworn, deposes and says that he is _____ the Attorney for Plaintiff, the judgment creditor herein; that to the best of affiant's information and belief the full name of the judgment debtor herein is _____; that his occupation is that of _____; his place of residence and post-office address are _____; and that his business address is _____ (Insert Number and Street if any)

Subscribed and sworn to before me, this _____ day of _____, 19____
Notary Public, _____ Co., Minn.
My Commission expires _____

State of Minnesota, } ss.
County of _____

AFFIDAVIT OF NON-MILITARY STATUS OF DEFENDANT

LE SUEUR
Theodore R. Mellby, being first duly sworn; deposes and says he is the Attorney for Plaintiff in the above entitled action; that because of the following facts, affiant knows of his own knowledge that Jerome Daly the defendant as above named, is not now in the military service of the United States or any of its allies, nor has he been ordered to report for such military service: _____

PERSONAL FRIEND OF THE DEFENDANT
DEFENDANT'S FAMILY
and that this affidavit is made in compliance with the Soldiers' and Sailors' Civil Relief Act of 1940 and Amendments thereto.

Subscribed and sworn to before me this _____ day of _____, 19____
Notary Public, _____ Co., Minn.
My Commission expires November 23, 1971
Theodore R. Mellby

Subscribed and sworn to before me, this _____ day of _____, 19____
Notary Public, _____ Co., Minn.
My Commission expires _____

Office of Register of Deeds }
Scott County, Minn. } SS

I hereby certify that the within instrument
was filed in this office for record on
the 17th day of July
A.D. 19 67 at 10 o'clock A.M.
and duly recorded.

Document No. **114394**

Burl W. Wommersley
Register of Deeds

By *Thy L. Stutts* Deputy