



Board of County Commissioners Agenda Request



Requested Meeting Date: November 10, 2020

Title of Item: Application to repurchase tax-forfeited property

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input type="checkbox"/> Approve/Deny Motion <input checked="" type="checkbox"/> Adopt Resolution (attach draft) <small><i>*provide copy of hearing notice that was published</i></small>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: Rich Courtemanche		Department: Land
Presenter (Name and Title): Rich Courtemanche, Land Commissioner		Estimated Time Needed: n/a
Summary of Issue: <p>S 282.241 allows application to repurchase tax-forfeited property by the former purchaser on Contract for Deed.</p> <p>James (Jim) Priem, 39906 - 341st Lane, Aitkin, MN 5643, a purchaser on Contract for Deed at the time of forfeiture, has made and filed an application with the County Auditor for the repurchase of the hereinafter described parcel of tax forfeited land:</p> <p>Lot two (2) and four (4), Blk two (2) of Beverley Hills, according to the filed and recorded plat thereof, except that part of said Lot 4 which lies Northerly of the Southerly line of Lot One (1), Block Two (2) of said plat and its extension easterly. (PIN 31-1-073500)</p> <p>Mr. Priem has submitted the fees of \$1,099.46.</p> <p>Property will revert to the owner at the time of forfeiture.</p>		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Approve resolution for repurchase		
Financial Impact: <i>Is there a cost associated with this request?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>What is the total cost, with tax and shipping? \$</i> <i>Is this budgeted?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>Please Explain:</i>		

Legally binding agreements must have County Attorney approval prior to submission.

Priem, James (Raymond & Barbara)
 September 29, 2020
 31-1-073500

Interest calc October 31, 2020
 (Subject to change)

<u>Year</u>	<u>Tax</u>	<u>Cost</u>	<u>Interest</u>	<u>Penalty</u>	<u>Total</u>	
2016	\$ 222.07	\$ 16.82	\$ 100.09	\$ 22.21	\$ 361.19	0.383333
2017	\$ -		\$ -	\$ -	\$ -	0.283333
2018	\$ -		\$ -	\$ -	\$ -	0.183333
2019	\$ -		\$ -	\$ -	\$ -	0.083333
2020	\$ 398.00		\$ -	\$ 19.90	\$ 417.90	0
Total:	\$ 620.07	\$ 16.82	\$ 100.09	\$ 42.11	\$ 779.09	

Total:	779.09
St Deed Tax	2.57
Forf Proc Cost	100.00
Sheriff Cost	40.00
Deed	25.00
Land Dept Cost	100.00
Rec Fee	46.00
Crt Letter Fee-Auditor	6.80
Crt Letter Fee-Land	0.00
<u>Insurance</u>	<u>0.00</u>
Total:	1,099.46



Repurchase Form

Mail to: Aitkin County Land Department
502 Minnesota Ave N
Aitkin, MN 56431

Names and social security numbers for ALL those on deed when property went tax forfeit;

Name	<u>Raymond</u>	<u>Priem</u>	<u>N/A</u>	<u>DEAD</u>
	First Name	Last Name	Social Security Number	Not married
Name	<u>Barbra</u>	<u>Priem</u>	<u>N/A</u>	<u>DEAD</u>
	First Name	Last Name	Social Security Number	
Name	_____	_____	_____	_____
	First Name	Last Name	Social Security Number	
Name	_____	_____	_____	_____
	First Name	Last Name	Social Security Number	

Is there a well on the property? YES

Mailing address for mailing deed and tax statements; 39906 341st AVE
City Aitkin State MN Zip code 56431

Daytime Phone Number (218) 429-2736

This form, the attached form (notarized), and the certified check (amount in enclosed letter) need to be returned to the Aitkin County Land Department by the date stated in the letter.

Aitkin County Land Department
502 Minnesota Ave N
Aitkin, MN 56431

Questions?
218-927-7364
acls@co.aitkin.mn.us

To the Honorable Board of County Commissioners of
Aitkin County, Minnesota.

I, the undersigned owner-mortgagee-heir-representative of heirs _____, at the time of forfeiture of the parcel of land situated in the County of Aitkin, State of Minnesota, described as follows, to-wit:

lots two and four block two of "Beverly Hills"

do hereby make application for the purchase of said parcel... of land from the State of Minnesota, in accordance with the provisions of Minnesota Statutes 1945, Section 282.241, as amended.

In support of this application for the repurchase of said land I make the following statement:

(a) That hardship and injustice has resulted because of forfeiture of said land, for the following reasons, to-wit:

lack of work because of lay off in winter the weather not being cooperative.

(b) That the repurchase of said land by me will promote and best serve the public interest, because

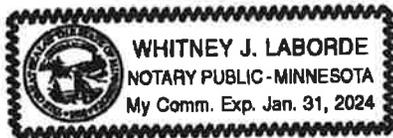
I will keep up with taxes our family built new house in 1983.

State of Minnesota
County of Aitkin

[Signature]
Owner-Mortgagee-Heir-Representative of Heirs

The foregoing instrument was acknowledged before me this 30 day of October, 1920, by

Notarial Seal



[Signature]
Signature of person taking acknowledgement



AITKIN COUNTY LAND DEPARTMENT

502 Minnesota Ave N.
Aitkin, MN 56431

acld@co.aitkin.mn.us
phone: 218-927-7364

9/21/2020

Jim Priem
39906 341st Lane
Aitkin MN 56431

RE: 31-1-073500

The above property forfeited to Aitkin County on 8/5/2020 for the nonpayment of real estate taxes. The property is now owned by Aitkin County and is the responsibility of this department.

You, as an **owner/heir/mortgagee/representative of heirs** of a vested interest in the property at the time of forfeiture, have the privilege to make written application to the Aitkin County Board **requesting to be allowed to repurchase** this property.

Prior to the County Board considering a repurchase request, the following must be received in this office:

1. A copy of any document, preferably the deed, that shows you have a legal interest in this property and what type of ownership you hold on the property, whether it be previous owner, mortgagee, heir or representative of heir. If you do not have title to the property, we will not be able to accept an application from you.
2. Original fully completed, notarized and signed repurchase application form (enclosed).
3. Certified check or money order for the full amount of the repurchase made payable to Aitkin County. The repurchase amount due on Parcel #31-1-073500 is **\$1,099.46**. This amount includes the real estate taxes that have not been paid and all repurchase costs. These are due before 10/31/2020 to be eligible to put in a repurchase application for this amount. An application received after this date will need to be refigured for the cost.

FULLY complete the enclosed application. This is the only information the County Board of Commissioners has as to why they should approve the repurchase. The County Board can approve the repurchase only if it is determined that:

- An undue hardship or injustice resulting from the forfeiture will be corrected by the repurchase.
- The repurchase will promote the use of such lands that will best serve the public interest.

After the completed application and full payment of the repurchase amount has been received in this office, the application will be submitted to the Aitkin County Board for consideration. If the County Board approves the repurchase of the property, the property will go back into the same status as before any forfeiture. In other words, if there are any liens on the property they will all be reinstated. The fees that you are paying here cover only the forfeiture and real estate tax costs. The money that you send to us will be cashed if the County Board approves the repurchase. If they do not approve the repurchase, the money will be returned to you.

If you have any questions, please feel free to contact me.

Beth Strande Haasken
Lands Clerk
Aitkin County Land Department
502 Minnesota Ave North
Aitkin, MN 56431
acl@co.aitkin.mn.us
218-927-7364

Individual to Individual

(reserved for recording data)

No delinquent taxes and transfer entered; Certificate of Real Estate Value (filed (not required) Certificate of Real Estate Value No. 41438

Oct 7, 2013

By Kirk Feyser
County Auditor
Elizabeth Harmon
Deputy

Penalty as per MS 507.235 EXEMPT
() IMPOSED () PAID, \$ _____
Treasurer's Receipt No. _____

Date _____ County Treasurer _____
Countersigned _____
(reserved for mortgage recording data)

420101

FILED OCT 07 '13 9 AM

Diane M. Lafferty, County Recorder

MORTGAGE REGISTRY TAX DUE HEREON:

\$ 0

Date: October 3, 2013

THIS CONTRACT FOR DEED is made on the above date by Raymond L. Priem, a single person, Seller (whether one or more), and James Priem, Purchaser, (whether one or more).

Seller and Purchasers agree to the following terms:

1. PROPERTY DESCRIPTION. Seller hereby sells, and Purchasers hereby buy, real property in Aitkin County, Minnesota, described as follows:

→ Lots Two (2) and Four (4), Block Two (2) of "Beverly Hills", according to the filed and recorded plat thereof, except that part of said Lot 4 which lies Northerly of the Southerly line of Lot One (1), Block Two (2) of said plat and its extension easterly.

A well disclosure is being filed with this contract.

together with all hereditaments and appurtenances belonging thereto (the Property).

2. TITLE. Seller warrants that title to the Property is, on the date of this contract, subject only to the following exceptions:
- (a) Covenants, conditions, restrictions, declarations and easements of record, if any;
 - (b) Reservations of minerals or mineral rights, if any;
 - (c) Building, zoning and subdivision laws and regulations;
 - (d) The lien of real estate taxes and installments of special assessments which are payable by Purchasers pursuant to paragraph 6 of this contract; and
 - (e) The following liens or encumbrances: None
3. DELIVERY OF DEED AND EVIDENCE OF TITLE. Upon Purchasers' prompt and full performance of this contract, Seller shall:
- (a) Execute, acknowledge and deliver to Purchasers a Warranty Deed, in recordable form, conveying marketable title to the Property to Purchasers, subject only to the following exceptions:
 - (i) Those exceptions referred to in paragraph 2(a), (b), (c) and (d) of this contract;
 - (ii) Liens, encumbrances, adverse claims or other matters which Purchasers has created, suffered or permitted to accrue after the date of this contract; and
 - (iii) The following liens or encumbrances: None
 - (b) If Purchasers desires abstract of title to the Property he may obtain one at his own expense.
4. PURCHASE PRICE. Purchasers shall pay to Seller, at Seller's direction, the sum of Eighty thousand four hundred and 0/100 Dollars (\$80,400.00), as and for the purchase price for the Property, payable as follows:

Four hundred and 0/100 Dollars (\$400.00) paid upon the execution and delivery of this Contract, the receipt and sufficiency of which the Seller acknowledges. The remaining balance of Eighty thousand and 0/100 Dollars (\$80,000.00) payable in equal successive monthly installments of Four hundred and 0/100 Dollars (\$400.00) each, commencing November 5, 2013 and continuing on the 5th day of each month thereafter until paid in full; This contract shall accrue no interest thereon.

11. **CONDEMNATION.** If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchasers under this contract, even if such amounts are not then due to be paid. Such amounts shall be applied first to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance, if any, shall be the property of Purchasers.
12. **WASTE, REPAIR AND LIENS.** Purchasers shall not remove or demolish any buildings, improvements or fixtures now or later located on or a part of the Property, nor shall Purchasers commit or allow waste of the Property. Purchasers shall maintain the Property in good condition and repair. Purchasers shall not create or permit to accrue liens or adverse claims against the Property which constitute a lien or claim against Seller's interest in the Property. Purchasers shall pay to Seller all amounts, costs and expenses, including reasonable attorney's fees, incurred by Seller to remove any such liens or adverse claims.
13. **DEED AND MORTGAGE REGISTRY TAXES.** Seller shall, upon Purchasers' full performance of this contract, pay the deed tax due upon the recording or filing of the deed to be delivered by Seller to Purchasers. The mortgage registry tax due upon the recording or filing of this contract shall be paid by the party who records or files this contract; however, this provision shall not impair the right of Seller to collect from Purchasers the amount of such tax actually paid by Seller as provided in the applicable laws governing default and service of notice of termination of this contract.
14. **NOTICE OF ASSIGNMENT.** If either Seller or Purchasers assign their interest in the Property, a copy of such assignment shall promptly be furnished to the non-assigning party.
15. **PROTECTION OF INTERESTS.** If Purchasers fail to pay any sum of money required under the terms of this contract or fails to perform any of Purchasers' obligations as set forth in this contract, Seller may, at Seller's option, pay the same or cause the same to be performed, or both, and the amounts so paid by Seller and the cost of such performance shall be payable at once, with interest at the rate stated in paragraph 4 of this contract, as an additional amount due Seller under this contract. If there now exists, or if Seller hereafter creates, suffers or permits to accrue, any mortgage, contract for deed, lien or encumbrance against the Property which is not herein expressly assumed by Purchasers, and provided Purchasers are not in default under this contract, Seller shall timely pay all amounts due thereon, and if Seller fails to do so, Purchasers may, at their option, pay any such delinquent amounts and deduct the amounts paid from the installment(s) next coming due under this contract.
16. **DEFAULT.** The time of performance by Purchasers of the terms of this contract is an essential part of this contract. Should Purchasers fail to timely perform any of the terms of this contract, Seller may, at Seller's option, elect to declare this contract canceled and terminated by notice to Purchasers in accordance with applicable law. All right, title and interest acquired under this contract by Purchasers shall then cease and terminate, and all improvements made upon the Property and all payments made by Purchasers pursuant to this contract shall belong to Seller as liquidated damages for breach of this contract. Neither the extension of the time for payment of any sum of money to be paid hereunder nor any waiver by Seller of Seller's rights to declare this contract forfeited by reason of any breach shall in any manner affect Seller's right to cancel this contract because of defaults subsequently occurring, and no extension of time shall be valid unless agreed to in writing. After service of notice of default and failure to cure such default within the period allowed by law, Purchasers shall, upon demand, surrender possession of the Property to Seller, but Purchasers shall be entitled to possession of the Property until the expiration of such period.
17. **BINDING EFFECT.** The terms of this contract shall run with the land and bind the parties hereto and their successors in interest.
18. **HEADINGS.** Headings of the paragraphs of this contract are for convenience only and do not define, limit or construe the contents of such paragraphs.
19. **ASSESSMENTS BY OWNERS' ASSOCIATION.** If the Property is subject to a recorded declaration providing for assessments to be levied against the Property by any owners' association, which assessments may become a lien against the Property if not paid, then:
 - (a) Purchasers shall promptly pay, when due, all assessments imposed by the owners' association or other governing body as required by the provisions of the declaration or other related documents; and
 - (b) So long as the owners' association maintains a master or blanket policy of insurance against fire, extended coverage perils and such other hazards and in such amounts as are required by this contract, then:
 - (i) Purchasers' obligation in this contract to maintain hazard insurance coverage on the Property is satisfied; and
 - (ii) The provisions in paragraph 8 of this contract regarding application of insurance proceeds shall be superseded by the provisions of the declaration or other related documents; and
 - (iii) In the event of a distribution of insurance proceeds in lieu of restoration or repair following an insured casualty loss to the Property, any such proceeds payable to Purchasers are hereby assigned and shall be paid to Seller for application to the sum secured by this contract, with the excess, if any, paid to Purchasers.
20. **ADDITIONAL TERMS:**

Individual to Joint Tenants.

Minnesota Uniform Conveyancing Blanks

208025

FILED AUG 13 1980 AT 9:45 A.M.

BRYCE E. KELSEY, County Recorder

This Indenture, Made this 8th day of August, 1980,

between Gerhardt A. Bauer and Mary K. Bauer, his wife,

of the County of Mille Lacs and State of Minnesota, parties of the first part, and Raymond L. Priem and Barbara A. Priem, husband and wife, of the County of Aitkin and State of Minnesota, parties of the second part,

Witnesseth, That the said parties of the first part, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration - - DOLLARS, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell, and Convey unto the said parties of the second part as joint tenants and not as tenants in common, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, Forever, all the tract or parcel of land lying and being in the County of Aitkin and State of Minnesota, described as follows, to-wit:

Lots Two (2) and Four (4), Block Two (2) of "Beverly Hills", according to the filed and recorded plat thereof.

Subject to reservations, restrictions and easements now of record.



State deed tax due hereon is \$57.20.

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said parties of the second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, Forever, the said parties of the second part taking as joint tenants and not as tenants in common.

And the said Gerhardt A. Bauer and Mary K. Bauer, his wife, parties of the first part, for themselves, their heirs, executors and administrators do covenant with the said parties of the second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, that they are well seized in fee of the lands and premises aforesaid and have good right to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances,

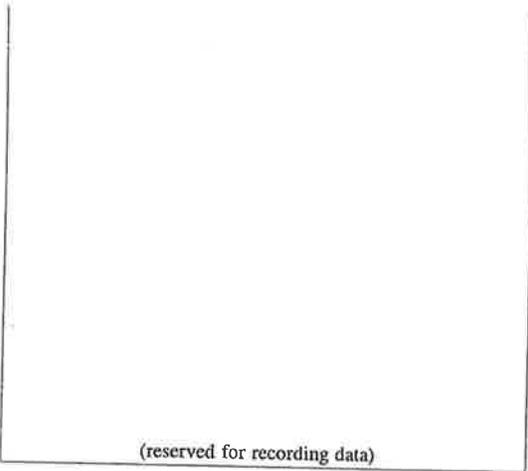
And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said parties of the second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, against all persons lawfully claiming or to claim the whole or any part thereof, subject to incumbrances, if any, hereinbefore mentioned, the said parties of the first part will Warrant and Defend.

In Testimony Whereof, The said parties of the first part have hereunto set their hand. S. the day and year first above written.

Handwritten signatures of Gerhardt A. Bauer and Mary K. Bauer.

SATISFACTION OF MORTGAGE
By Corporation or Partnership

Satisfaction Of Mortgage



Date: JULY 7, 1998

(reserved for recording data)

THAT CERTAIN MORTGAGE owned by the undersigned, a CORPORATION under the laws of Minnesota, dated FEBRUARY 23, 1994, executed by RAYMOND L. PRIEM AND BARBARA A. PRIEM, HUSBAND AND WIFE

SECURITY STATE BANK OF AITKIN, as Mortgagor, to

and filed for record MARCH 2, 1994, as Document Number 283034* (or in Book of Page), in the Office of the (County Recorder) (Register of Titles) of AITKIN County, Minnesota, is, with the indebtedness

thereby secured, fully paid and satisfied. *and re-recorded 4-21-94 as Doc#283824 in the office of the County Recorder of Aitkin County, Minnesota

RETURN TO:
Security State Bank of Aitkin
402 Mn. Ave. N., PO Box 170
Aitkin, MN 56431-0170

Security State Bank of Aitkin

By *[Signature]*
Its President

By *[Signature]*
Its Vice President

STATE OF MINNESOTA }
COUNTY OF Aitkin }

ss.

The foregoing instrument was acknowledged before me this 7th day of July 1998 by Hugh J. Janzen and B.W. Roscoe the President and Vice President of Security State Bank of Aitkin, a corporation under the laws of Minnesota, on behalf of the corporation

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):
Security State Bank of Aitkin
402 Mn. Ave. N., PO Box 170
Aitkin, MN 56431-0170

[Signature]
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT
NOTARIAL STAMP OF SEAL (OR OTHER TITLE OR RANK)
VICKI L COIL
NOTARY PUBLIC - STATE OF MINNESOTA
My Commission Expires Jan. 31, 2000

CERTIFIED COPY OF RESOLUTION OF COUNTY BOARD OF AITKIN COUNTY, MINNESOTA

ADOPTED November 10, 2020

By Commissioner: xxxx

20201110-xxx

Application to Repurchase Tax-Forfeited Property

WHEREAS, James Priem, a purchaser of the property under contract for deed.

WHEREAS, James Priem has made and filed an application with the County Auditor for the repurchase of the hereinafter described parcel of tax forfeited land, in accordance with the provisions of Minnesota Statutes 1945, Section 282.241, of amended, which land is situated in the County of Aitkin, Minnesota and described as follows, to-wit:

Lot two (2) and four (4), Blk two (2) of Beverley Hills, according to the filed and recorded plat thereof, except that part of said Lot 4 which lies Northerly of the Southerly line of Lot One (1), Block Two (2) of said plat and its extension easterly, and

WHEREAS, said applicant has set forth in his application that:

- a. Hardship and injustice has resulted because of forfeiture of said land, for the following reasons, to-wit:

The lack of work because of layoff in winter and the weather not being cooperative, and

WHEREAS, this board is of the opinion that said application should be granted for such reasons,

NOW, THEREFORE BE IT RESOLVED, That the application of James Priem for the purchase of the above described parcel of tax forfeited land be and the same is hereby granted and the County Auditor is hereby authorized and directed to permit such repurchase according to the provisions of Minnesota Statutes 1945, Section 282.241, as amended.

Commissioner xxxx moved for adoption of the resolution and it was declared adopted upon the following vote

FIVE MEMBERS PRESENT

All Members Voting

STATE OF MINNESOTA}
COUNTY OF AITKIN}

I, Jessica Seibert, County Administrator, Aitkin County, Minnesota do hereby certify that I have compared the foregoing with the original resolution filed in the Administration Office of Aitkin County in Aitkin, Minnesota as stated in the minutes of the proceedings of said Board on the 10th day of November, 2020 and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 10th day of November, 2020

Jessica Seibert
County Administrator