



Board of County Commissioners Agenda Request

2R
Agenda Item #

Requested Meeting Date: September 27, 2022

Title of Item: Application to repurchase tax-forfeited property

<input type="checkbox"/> REGULAR AGENDA	Action Requested:	<input type="checkbox"/> Direction Requested
<input checked="" type="checkbox"/> CONSENT AGENDA	<input type="checkbox"/> Approve/Deny Motion	<input type="checkbox"/> Discussion Item
<input type="checkbox"/> INFORMATION ONLY	<input checked="" type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Hold Public Hearing*
<i>*provide copy of hearing notice that was published</i>		

Submitted by: DJ Thompson	Department: Land
-------------------------------------	----------------------------

Presenter (Name and Title): DJ Thompson, Land Commissioner	Estimated Time Needed: NA
--	-------------------------------------

Summary of Issue:

S 282.241 allows application to repurchase tax-forfeited property by 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.

Members Cooperative Credit Union, Mortgagee 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:

Parcel # 10-0-047404 Street Address: 14043 480th Street, Tamarack, MN 55787
The East Three Hundred Sixty (360) feet of the North Nine Hundred Ninety (990) feet of the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section Twenty-nine (29), Township Forty-nine (49), Range Twenty-two (22).

Property will revert to the owner at the time of forfeiture.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:
Adopt resolution allowing repurchase of tax forfeited property

Financial Impact:

Is there a cost associated with this request? Yes No

What is the total cost, with tax and shipping? \$

Is this budgeted? Yes No *Please Explain:*

By Commissioner: xxx

20220927-xxx

MCCU Repurchase

WHEREAS, Members Cooperative Credit Union, Mortgagee at the time of forfeiture.
(Applicant)

WHEREAS, the Applicant 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:

Parcel # 10-0-047404 Street Address: 14043 480th Street, Tamarack, MN 55787
The East Three Hundred Sixty (360) feet of the North Nine Hundred Ninety (990) feet of the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section Twenty-nine (29), Township Forty-nine (49), Range Twenty-two (22).

and **WHEREAS**, said Applicants 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 Mortgagee has loaned money to Nial H. Nickey pursuant to a promissory note which is secured by a mortgage dated July 31, 2017, and recorded in the Office of the Aitkin County Recorder on August 11, 2017, as document number A440833 against said land. If the Mortgagee is not allowed to repurchase the Land it stands to lose its secured interest in the Land and its ability to recover funds will be substantially prejudiced. Allowing the repurchase will correct the hardship and injustice resulting from the forfeiture.

- B. That the repurchase of said Land by me will promote and best serve the public interest because public policy and law disfavors forfeiture. The value of the Land, and the value of the Mortgagee's mortgage are substantially more than the taxes due. As part of this purchase, Aitkin County will be paid in full and not prejudiced.

and **WHEREAS**, the Applicants have made payment of all delinquent taxes of properties

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

NOW, THEREFORE BE IT RESOLVED, That the application of Members Cooperative Credit Union 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 xxx moved the adoption of the resolution and it was declared adopted upon the following vote

FIVE MEMBERS PRESENT

All Members Voting Yes

**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 27th day of September 2022, and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 27th day of September 2022

Jessica Seibert
County Administrator

TORVINEN, JONES, ROUTH & SAUNDERS, S.C.

A Limited Liability Service Corporation

ATTORNEYS

Kyle H. Torvinen*
Parrish J. Jones*
Mitchell A. Routh*
Lukas J. Saunders*

*Also admitted in Minnesota

823 Belknap Street, Suite 222
Superior, WI 54880
Telephone: 715-394-7751
Facsimile: 715-395-0923

E-Mail: reception@superiorlawoffices.com
Website: www.superiorlawoffices.com

August 30, 2022

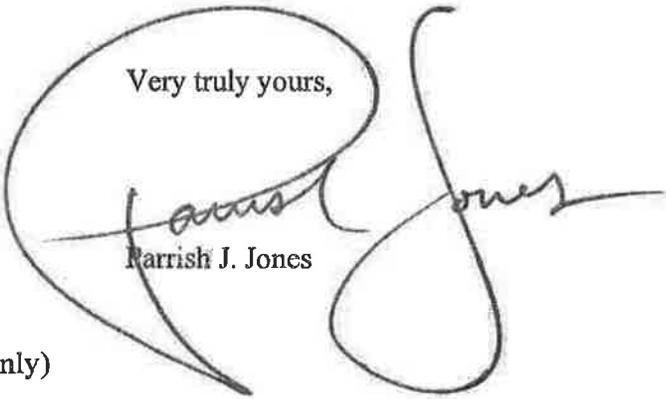
Aitkin County Land Department
Attn: Dennis Thompson
502 Minnesota Avenue N
Aitkin, MN 56431

Re: Repurchase Tax Forfeited Lands
Property Address: 14043 480th Street, Tamarack, MN
Our Client: Members Cooperative Credit Union

Dear Mr. Thompson:

This office represents Members Cooperative Credit Union relative to their application to repurchase tax forfeited lands. Enclosed herein the credit union's signed and notarized application. It is my understanding that the county will calculate what is due and owing and upon payment by the credit union, this will be submitted to the county board of commissioners. If there is anything additional that you need, please feel free to contact me. Thank you for your assistance in this matter.

Very truly yours,


Parrish J. Jones

PJJ:ksc
Enclosure(s)
cc: Heidi Lusk (via email only)

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

I, the undersigned, on behalf of Members Cooperative Credit Union, mortgagee, (the "Mortgagee") at the time of forfeiture of the parcel of land situated in the County of Aitkin, State of Minnesota, described as follows, to-wit:

The East Three Hundred Sixty (360) feet of the North Nine Hundred Ninety (990) feet of the Northeast Quarter of the Northeast Quarter (NE ¼ of NE ¼) of Section Twenty-nine (29), Township Forty-nine (49), Range Twenty-two (22).

Abstract Property.

Parcel No: 10-0-047404.

Street Address: 14043 480th Street, Tamarack, MN 55787.

(the "Land") 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.

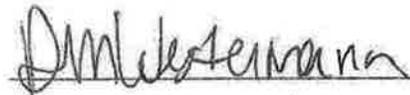
In support of this application for the repurchase of said Land, I make the following statement:

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

The Mortgagee has loaned money to Nial H. Nickey pursuant to a promissory note which is secured by a mortgage dated July 31, 2017, and recorded in the Office of the Aitkin County Recorder on August 11, 2017, as document number A440833 against said Land. If the Mortgagee is not allowed to repurchase the Land it stands to lose its secured interest in the Land and its ability to recover funds will be substantially prejudiced. Allowing the repurchase will correct the hardship and injustice resulting from the forfeiture.

- b. That the repurchase of said Land by me will promote and best serve the public interest because public policy and law disfavors forfeiture. The value of the Land, and the value of the Mortgagee's mortgage are substantially more than the taxes due. As part of this purchase, Aitkin County will be paid in full and not prejudiced.

MEMBERS COOPERATIVE CREDIT UNION



By: DeAnne M. Westermann

Its: Mortgage Servicing Manager

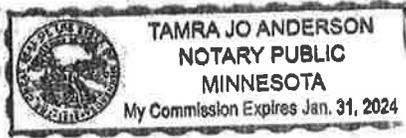
STATE OF MINNESOTA)
(SS
COUNTY OF St. Louis)

The foregoing instrument was acknowledged before me this 29 day of August, 2022
by Deete Westermann.

Tamra J. Anderson
*

Notary Public, State of Minnesota
My Commission expires: 1-31-2024

(Notarial Seal)



Filed in my office this ___ day of _____ 2022.

County Auditor

Resolution authorizing repurchase adopted this ___ day of _____ 2022.

County Auditor

Repurchase made this ___ day of _____ 2022.

County Auditor

Certificate of purchase forwarded to Commissioner of Taxation this ___ day of _____ 2022.

County Auditor

1/1



A440833

Office of the County Recorder
Atkin County, Minnesota

I HEREBY CERTIFY THE WITHIN INSTRUMENT WAS
FILED, AND/OR RECORDED ON 8/11/2017 9:00 AM

PACKAGE: 66006 REC FEE: \$46.00

Michael T. Moriarty, Atkin County Recorder

NO. 1087 REGISTRATION \$035.00 PAID 8/11/2017

John M. ...
COUNTY TREASURER

Kul Pawan by Elizabeth Harmon
COUNTY AUDITOR
Deputy

When recorded, return to:
Members Cooperative Credit Union
Attn: Mortgage Department
101 14th Street
Cloquet, MN 55720

LOAN #: 0317002783

**MORTGAGE
HOME EQUITY LINE OF CREDIT
(Securing Future Advances)**

THIS MORTGAGE is made on July 31, 2017.
SINGLE PERSON.

The mortgagor is NIAL H NICKEY, A

This Mortgage is given to Members Cooperative Credit Union, a Corporation,

whose address is 101 14th Street, Cloquet, MN 55720.

In this Mortgage, the terms "you," "your" and "yours" refer to the mortgagor(s). The terms "we," "us" and "our" refer to Members Cooperative Credit Union.

Pursuant to a Home Equity Line of Credit Agreement dated the same date as this Mortgage ("Agreement"), you may incur maximum unpaid loan indebtedness (exclusive of interest thereon) in amounts fluctuating from time to time up to the maximum principal sum outstanding at any time of TEN THOUSAND AND NO/100 Dollars (U.S. \$10,000.00) *\$23.00*

All amounts due under the Agreement must be paid in full not later than August 15, 2037. You agree that this Mortgage shall continue to secure all sums now or hereafter advanced under the terms of the Agreement including, without limitation, such sums that are advanced by us whether or not at the time the sums are advanced there is any principal sum outstanding under the Agreement. The parties hereto intend that this Mortgage shall secure unpaid balances, and all other amounts due to us hereunder and under the Agreement.



This Mortgage secures to us: (a) the repayment of the debt evidenced by the Agreement, with interest, and all refinancings, renewals, extensions and modifications of the Agreement; (b) the payment of all other sums, with interest, advanced under this Mortgage to protect the security of this Mortgage; and (c) the performance of your covenants and agreements under this Mortgage and the Agreement. For this purpose and in consideration of the debt, you do hereby mortgage, grant and convey to us and our successors and assigns, with power of sale, the following described property located in Aitkin County, Minnesota:

→ The East Three Hundred Sixty (360) feet of the North Nine Hundred Ninety (990) feet of the Northeast Quarter of the Northeast Quarter (NE 1/4 of NE 1/4) of Section Twenty-nine (29), Township Forty-nine (49), Range Twenty-two (22).
PIN# 10-0-047404

which has the address of 14043 480th St, Tamarack,

Minnesota 55787-4429 ("Property Address");

TOGETHER WITH all the Improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the "Property."

YOU COVENANT that you are lawfully seised of the estate hereby conveyed and have the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. You warrant and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

YOU AND WE covenant and agree as follows:

1. **Payment of Principal, Interest and Other Charges.** You shall pay when due the principal and interest owing under the Agreement and all other charges due under the Agreement.

2. **Payments of Taxes and Insurance.** You will pay, when due, all taxes, assessments, leasehold payments or ground rents (if any), and hazard insurance on the Property and mortgage insurance (if any).

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by us under the Agreement and paragraph 1 may be applied by us first to interest and other charges payable under the Agreement and then to the remaining principal balance under the Agreement.

4. **Prior Mortgages; Charges; Liens.** You have disclosed to us and obtained our approval of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage. You shall perform all of your obligations under any mortgage, deed of trust or other security instruments with a lien which has priority over this Mortgage, including your covenants to make payments when due. You shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Mortgage or any advance under this Mortgage, and leasehold payments or ground rents, if any. Upon our request, you shall promptly furnish to us all notices of amounts to be paid under this paragraph and receipts evidencing any such payments you make directly.

You shall promptly discharge any lien (other than a lien disclosed to us in your application or in any title report we obtained) which has priority over this Mortgage or any advance to be made under the Agreement or this Mortgage.

5. **Hazard Insurance.** You shall keep the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which we require insurance. This insurance shall be maintained in the amounts and for the periods that we require. You may choose any insurer reasonably acceptable to us.

Insurance policies and renewals shall be acceptable to us and shall include a standard mortgage clause. If we require, you shall promptly give us all receipts of paid premiums and renewal notices. You shall promptly notify the insurer and us of any loss. We may make proof of loss if you do not promptly do so.

Insurance proceeds shall be applied to restore or repair the Property damaged, if restoration or repair is economically feasible and our security would not be lessened. Otherwise, insurance proceeds shall be applied to sums secured by this Mortgage, whether or not then due, with any excess paid to you. If you abandon the Property, or do not answer within 30 days our notice to you that the insurer has offered to settle a claim, then we may collect and use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, whether or not then due. The 30-day period will begin when notice is given.



Any application of proceeds to principal shall not require us to extend or postpone the due date of monthly payments. If we acquire the Property pursuant to Paragraph 18 of this Mortgage, your right to any insurance proceeds resulting from damage to the Property prior to the acquisition shall pass to us to the extent of the sums secured by this Mortgage immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. You shall not destroy, damage or substantially change the Property, allow the Property to deteriorate, or commit waste. If this Mortgage is on a leasehold, you shall comply with the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If you acquire fee title to the Property, the leasehold and fee title shall not merge unless we agree to the merger in writing.

7. Protection of Our Rights in the Property; Mortgage Insurance. If you fail to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect our rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then we may do, and pay for, anything necessary to protect the Property's value and our rights in the Property. Our actions may include paying any sums secured by a lien which has priority over this Mortgage or any advance under the Agreement or this Mortgage, appearing in court, paying reasonable attorneys' fees, including reasonable attorney's fees in connection with appellate proceedings, paying any sums which you are required to pay under this Mortgage and entering on the Property to make repairs. We do not have to take any action we are permitted to take under this paragraph. Any amounts we pay under this paragraph shall become additional debts you owe us and shall be secured by this Mortgage. These amounts shall bear interest from the disbursement date at the rate established under the Agreement and shall be payable, with interest, upon our request.

If we required mortgage insurance as a condition of making the loan secured by this Mortgage, you shall pay the premiums for such insurance until such time as the requirement for the insurance terminates.

8. Inspection. We may inspect the Property at any reasonable time and upon reasonable notice.

9. Condemnation. The proceeds of any award for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to us. If the Property is abandoned, or if, after notice by us to you that the condemnor offers to make an award or settle a claim for damages, you fail to respond to us within 30 days after the date the notice is given, we are authorized to collect and apply the proceeds, at our option, either to restoration or repair of the Property or to the sums secured by this Mortgage, whether or not then due. Unless we and you otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments payable under the Agreement and paragraph 1 or change the amount of such payments.

10. No Release Upon Extension or Modification. Our granting of any extension of time for payment or our agreement to modify the terms of repayment of the obligations under the Agreement or the requirements in this Mortgage shall not operate to release you from your obligations or liability under the Agreement or this Mortgage.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Mortgage shall bind and benefit your successors and permitted assigns. Your covenants and agreements shall be joint and several. Any person who co-signs this Mortgage but does not execute the Agreement: (a) is co-signing this Mortgage only to mortgage, grant and convey such person's interest in the Property; (b) is not personally obligated to pay any sums due under the Agreement, but is obligated to pay all other sums secured by this Mortgage; and (c) agrees that we and anyone else who signs this Mortgage may agree to extend, modify, forbear or make any accommodations regarding the terms of this Mortgage or the Agreement without such person's consent.

12. Loan Charges. If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from you which exceed permitted limits will be refunded to you. We may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to you. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Agreement.

13. Notices. Unless otherwise required by law, any notice to you provided for in this Mortgage shall be delivered or mailed by first class mail to the Property Address or any other address you designate by notice to us, and any notice to us shall be delivered or mailed by first class mail to our address stated above or any other address we designate by notice to you.

14. Governing Law; Severability. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located, except as preempted by federal law. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Agreement are declared to be severable.

15. Transfer of the Property. If all or any part of the Property or any interest in it is sold or transferred, or if you enter into a contract to sell or transfer all or any part of the Property or any interest in it without our prior written consent, we



may, at our option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by us if exercise is prohibited by federal law as of the date of this Mortgage.

16. Sale of Agreement; Change of Loan Servicer. The Agreement or a partial interest in the Agreement (together with this Mortgage) may be sold one or more times without prior notice to you. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Agreement and this Mortgage. There also may be one or more changes of the Loan Servicer unrelated to the sale of the Agreement. If there is a change of the Loan Servicer, you will be given written notice of the change as required by applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any information required by applicable law.

17. Hazardous Substances. You shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. You shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of Hazardous Substances in quantities that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

You shall promptly give us written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which you have actual knowledge. If you learn or are notified by any government or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, you shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Mortgage, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Mortgage, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

18. Acceleration; Remedies. You will be in default if (1) any payment required by the Agreement or this Mortgage is not made when it is due; (2) we discover that you have committed fraud or made a material misrepresentation; or (3) your action, or your failure to act, adversely affects our security for the Agreement or any right we have in the Property. If a default occurs other than a sale or transfer of the Property prohibited by Section 15 of this Mortgage, we will give you notice by certified mail sent to the Property Address or such other address as you may have designated to us in writing. The notice shall specify: (a) the nature of the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is mailed to you, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform you of the right to reinstate after acceleration and your right to bring a court action to assert the nonexistence of a default or any other defense you may have to acceleration and sale. If the default is not cured on or before the date specified in the notice, we, at our option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and other remedies permitted by applicable law. We shall be entitled to collect all expenses in pursuing the remedies provided in the paragraph, including, but not limited to, reasonable attorneys' fees.

If we invoke the power of sale, we shall cause a copy of a notice of sale to be served upon any person in possession of the Property. We shall publish a notice of sale, and the Property shall be sold at public auction in the manner prescribed by applicable law. We or our designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Mortgage; and (c) any excess to the person or persons legally entitled to it.

19. Your Right to Reinstate. Notwithstanding our acceleration of the sums secured by this Mortgage due to your breach, you shall have the right to have any proceedings begun by us to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) you pay us all sums which would be then due under this Mortgage and the Agreement had not acceleration occurred; (b) you pay all reasonable expenses incurred by us in enforcing your covenants and agreements contained in this Mortgage, and in enforcing our remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (c) you take such action as we may reasonably require to assure that the lien of this Mortgage, our interest in the Property and your obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by you, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver. As additional security hereunder, you hereby assign to us the rents of the Property, provided that you shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, we shall be entitled, to the extent provided by applicable law, to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

21. Release. Upon your request and payment of all sums secured by this Mortgage, we shall release this Mortgage. You will be responsible for all costs of recording such release.



22. Riders to this Mortgage. If one or more riders are executed by you and recorded together with this Mortgage, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider(s) were part of this Mortgage.

- Condominium Rider
- 1-4 Family Rider
- Planned Unit Development Rider
- Other(s) (specify)

23. Borrower's Copy. We agree to furnish you with a conformed copy of the Agreement and this Mortgage at the time they are executed or within a reasonable time after recordation of the Mortgage.

24. Waiver of Homestead Exemption. You agree to waive any benefit of the Homestead Exemption as to this debt.

IN WITNESS WHEREOF, you have executed this Mortgage:

Nial H Nickey 7-31-17 (Seal)
 NIAL H NICKEY DATE

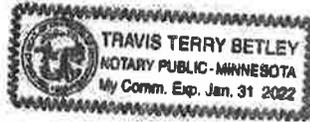
State of: MINNESOTA
County of: AITKIN

This instrument was acknowledged before me on JULY 31, 2017 by NIAL H NICKEY, A SINGLE PERSON.

My commission expires:

Jan. 31 2022

[Signature]
Signature of Notarial Officer



Mortgage Loan Officer
(Title or Rank)

Lender: Members Cooperative Credit Union
NMLS ID: 422612
Loan Originator: Travis Terry Betley
NMLS ID: 1223027

THIS INSTRUMENT WAS DRAFTED BY:
MEMBERS COOPERATIVE CREDIT UNION
101 14TH STREET
CLOQUET, MN 55720
218-625-8500

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
MEMBERS COOPERATIVE CREDIT UNION
101 14TH STREET
CLOQUET, MN 55720



Nickey, Nial
 September 7, 2022
 10-0-047404

Interest calc September 30, 2022
 (Subject to change)

	<u>Year</u>	<u>Tax</u>	<u>Cost</u>	<u>Interest</u>	<u>Penalty</u>	<u>Total</u>	
	2018	\$ 658.00	\$ 20.00	\$ 275.22	\$ 55.93	\$ 1,009.15	0.375
	2019	\$ 666.00		\$ 198.72	\$ 56.61	\$ 921.33	0.275
	2020	\$ 708.00		\$ 134.43	\$ 60.18	\$ 902.61	0.175
	2021	\$ 746.00		\$ 60.71	\$ 63.41	\$ 870.12	0.075
	2022	\$ 798.00		\$ -	\$ 27.93	\$ 825.93	0
Total:		\$ 3,576.00	\$ 20.00	\$ 669.08	\$ 264.06	\$ 4,529.14	
Total:			4529.14				
St Deed Tax			14.95				
Forf Proc Cost			100.00				
Well Cert							
Sheriff Cost			0.00				
Deed			25.00				
Land Dept Cost			100.00				
Rec Fee			46.00				
Crt Letter Fee-Auditor			0.00				
<u>Insurance</u>			<u>0.00</u>				
Total:			\$ 4,815.08				



MEMBERS

COOPERATIVE CREDIT UNION

September 13, 2022

Aitkin County Land Department
Attn: Dennis Thompson
502 Minnesota Avenue N.
Aitkin, MN 56431

Re: Repurchase Tax Forfeited Lands
Property Address: 14043 480th Street, Tamarack, MN

Mr. Thompson:

Enclosed is a check payable to Aitkin County for the repurchase of the aforementioned tax forfeited land. If you have any questions, please contact Parrish Jones of Torvinen, Jones, Routh & Saunders, S.C. at 715-394-7751.

Thank you,

Heidi Lusk
Legal Specialist



Federally Insured by NCUA

4628 Mike Colanillo Drive | Duluth, MN 55807

218-625-8500 | memberservices@membersccu.org | www.membersccu.org

THIS DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE, AUTHENTIC WATERMARK, AND CHLOROSTAIN PAPER; ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

VOID AFTER 90 DAYS

7398
2919



CASHIERS CHECK

No. 235006

Date: 09-13-2022

AMOUNT: Four Thousand Eight Hundred Fifteen and 08/100*****

AMOUNT
\$4,815.08

PAY TO THE ORDER OF Aitkin County

Janet Reed
Stephanie

Memo Information: _____

⑈ 235006⑈ ⑆ 291973454⑆

11297⑈

Security Features included. Details on back.