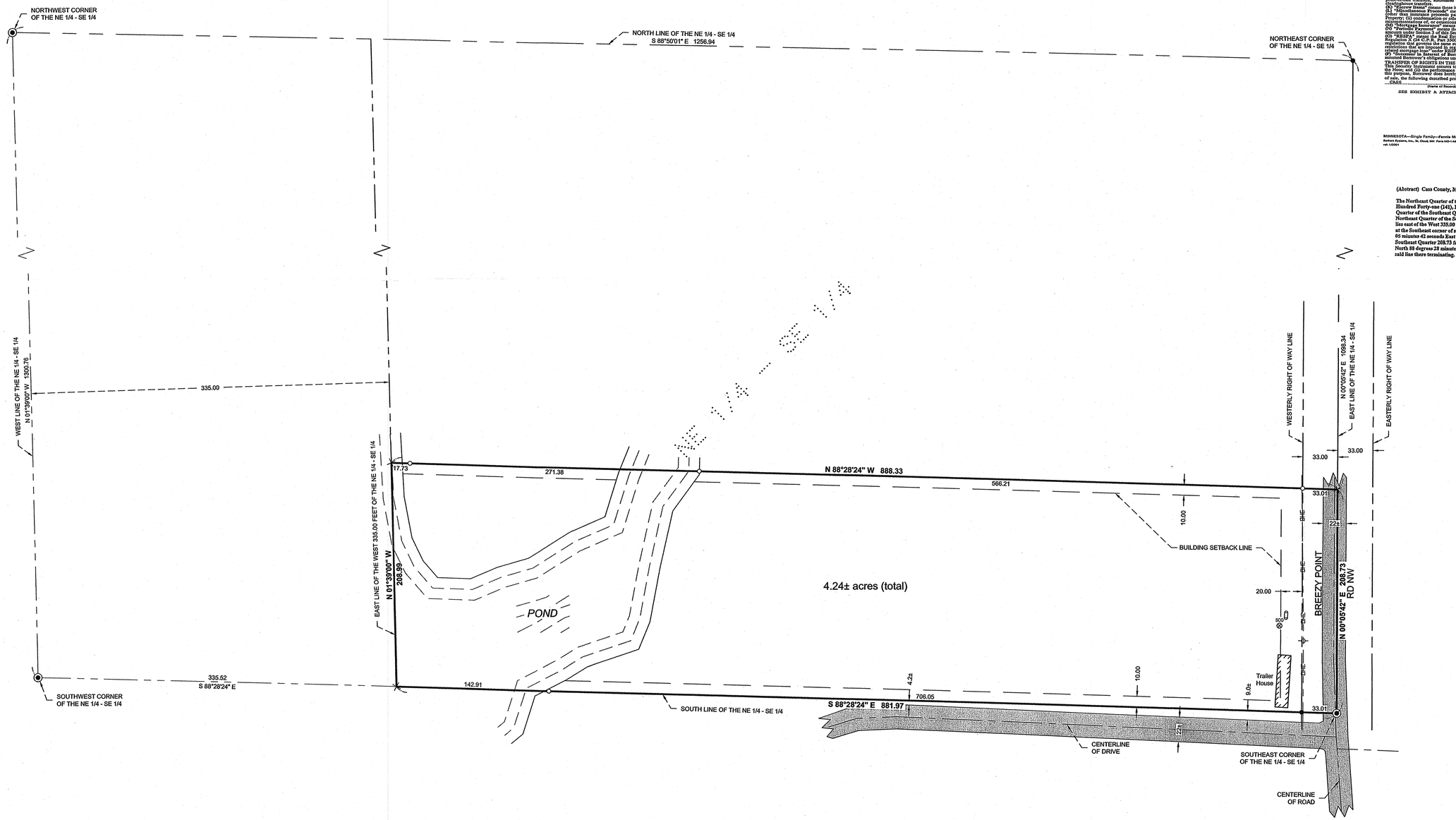
CERTIFICATE OF SURVEY

PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, SECTION 1, TOWNSHIP 141 NORTH, RANGE 31 WEST, CASS COUNTY, MINNESOTA

NOTES:

1. Zoning for subject tract = "Rural Residential".
2. The survey boundary shown is based on the tax descriptions as obtained from the Cass County Recorder's Office (Abstract Document #479880). If descriptions of record or as noted in the abstract vary from those shown, a further review by the surveyor should be retained.
3. No wetland delineation was performed for the purposes of this survey. The location of any wells or septic drainfield systems have not been shown on this survey.
4. Parcel ID of subject parcel: 38-001-4103.
5. All lines marked with flagging are only an approximation of the true boundary lines and are not to be used as an exact boundary location. Flagged lines should not be used for the establishment of improvements. To mark true boundary lines, additional monumentation would be required.



LEGEND

- DENOTES EDGE OF EXISTING BITUMINOUS
- DENOTES EXISTING UTILITY POLE
- DENOTES EXISTING OVERHEAD ELECTRIC CABLE
- DENOTES EXISTING LP TANK
- DENOTES EXISTING SEPTIC CLEANOUT
- DENOTES MONUMENT FOUND
- DENOTES IRON MONUMENT SET MARKED BY LICENSE No. 21367
- DENOTES CALCULATED POSITION
- DENOTES BRASS CAPPED MONUMENT FOUND OR AS SHOWN ON PREVIOUS SURVEY WORK

N

50 0 50 100

SCALE IN FEET

ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER TO HAVE AN ASSIGNED BEARING OF N 00°05'42" E.

EXISTING LEGAL DESCRIPTION

RECEIVED
JUL 28 2008
CASS COUNTY SURVEYOR
#3968
NE-SE 1-141-31

Abstract Document #479880

OFFICE OF COUNTY RECORDER
State of Minnesota, County of Cass
I hereby certify that the within instrument was filed in this office for record on the 4th day of February A.D. 2004 at 10:25 o'clock A. M. and was duly recorded in Micro Doc. No. 479880
Kathleen Galvin
COUNTY RECORDER

Feb 5, 2004 No. 15766
Mtg Registration Tax of $ 39.10 Paid
Shannon K Ronchon
Cass County Auditor-Treasurer
By Catherine Wynn Deputy

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS
Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated ...FEBRUARY 5th, 2004..., together with all Riders to this document.
(B) "Borrower" is ...JOSEPHINE F. SANDERS, SINGLE...
Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is ...Centennial National Bank...
Lender is a ...NATIONAL ASSOCIATION... organized and existing under the laws of ...THE UNITED STATES OF AMERICA... Lender's address is ...105 6th Ave., S.E., P.O. Box 345, Walker, MN 56484... Lender is the mortgagee under this Security Instrument.
(D) "Note" means the promissory note signed by Borrower and dated 02/05/04. The Note states that Borrower owes Lender SEVENTEEN THOUSAND ... Dollars (U.S. $ 17,600.00 ...) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than ...MARCH 01, 2024...
(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- ☐ Adjustable Rate Rider
- ☐ Balloon Rider
- ☐ 1-4 Family Rider
- ☐ Condominium Rider
- ☐ Planned Unit Development Rider
- ☐ Biweekly Payment Rider
- ☐ Second Home Rider
- ☐ Other(s) [specify] .....

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(K) "Escrow Items" means those items that are described in Section 3.
(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY
The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns). This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in the ...CASS... of ...Cass... (Name of Recording Jurisdiction)

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

MINNESOTA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3024 1/01
Bankers Systems, Inc., St. Cloud, MN Form MD-1 MN 8/18/2000 DYZA6
VMP-6(MN) (0011)
Initials: J.F.S.
Page 1 of 7 pages
Page 1 of 8 Pages

EXHIBIT A

(Abstract) Cass County, Minnesota

The Northeast Quarter of the Southeast Quarter (NE1/4SE1/4) of Section One (1), Township One Hundred Forty-one (141), Range Thirty-one (31), LESS the West 335.00 feet of the Northeast Quarter of the Southeast Quarter of Section 1, Township 141, Range 31, AND LESS that part of the Northeast Quarter of the Southeast Quarter, Section 1, Township 141 North, Range 31 West, which lies east of the West 335.00 feet thereof and northerly of the following described line: Commencing at the Southeast corner of said Northeast Quarter of the Southeast Quarter, thence North 0 degrees 05 minutes 42 seconds East assumed bearing along the East line of said Northeast Quarter of the Southeast Quarter 208.73 feet to the point of beginning of the line to be herein described; thence North 88 degrees 28 minutes 24 seconds West 888.33 feet to the East line of said West 335.00 feet and said line there terminating.

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Landecker & Associates, Inc.
Engineering - Surveying - Planning
Walker, MN 56484
Phone: 218-547-1296 Fax: 218-547-2272

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.
Terry L. Freeman, PLS #21367
DATE 7/14/08 LIC. NO. 21367

REVISIONS DESCRIPTION	DATE	BY

DATE: 07-14-2008
SCALE: HORZ. 1" = 50' VERT. NONE
PROJECT No.: 082042
FILE NAME: C082042.dwg
FIELD BOOK: BOOK 296 PG. 7
PROJECT MANAGER: TLF
CHECKED BY: TLF
DRAWN BY: WAG

CERTIFICATE OF SURVEY
Barb Sanders
4621 State 200 NW
Walker, MN 56484

SHEET 1 OF 1

Wayne gregory 7/14/2008 8:16 AM - F:\Drawings\2008\082042 SANDERS\dwg\C082042.dwg