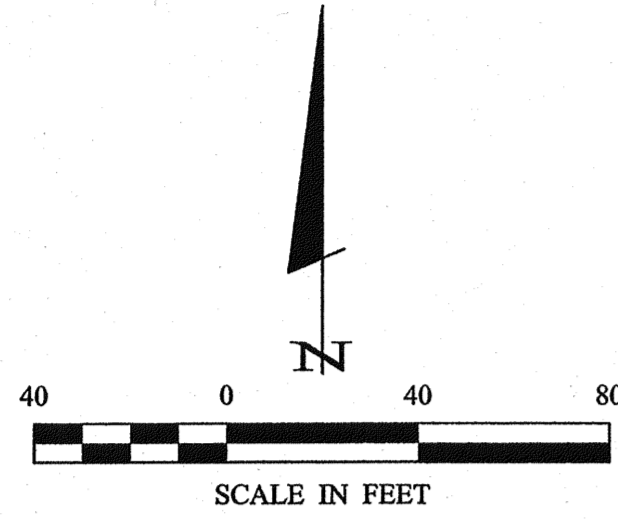


# CERTIFICATE OF SURVEY

## PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 4, TOWNSHIP 141 NORTH, RANGE 30 WEST, CASS COUNTY, MINNESOTA

### LEGEND

- DENOTES EDGE OF EXISTING BITUMINOUS
- DENOTES EDGE OF EXISTING WOODEN DECKING
- DENOTES WETLAND(S)
- DENOTES EXISTING MOUNTED LIGHT
- DENOTES EXISTING UTILITY POLE
- DENOTES EXISTING OVERHEAD ELECTRIC CABLE
- DENOTES EXISTING PHONE PEDESTAL
- DENOTES EXISTING SEPTIC CLEANOUT & SEPTIC TANK LID
- DENOTES MONUMENT FOUND



ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER TO HAVE AN ASSIGNED BEARING OF S 89°07'28" E.

### NOTES:

1. No wetland delineation was completed for the purpose of this survey. The wetland as shown on this drawing was located from visible physical evidence at the time of the survey.
2. Parcel ID of subject parcel: 45-004-4302.
3. The location of the existing well, if any, has not been shown for the purposes of this survey.
4. 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.

### LEGAL DESCRIPTION

OBTAINED FROM THE CASS COUNTY RECORDER'S OFFICE

Abstract Document #457720  
 Registration tax hereon of 282.46 Dollars paid.  
 No. 944a  
 By Sharon K. Anderson County Auditor-Treasurer  
 By KJ Deputy

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 21st day of Oct. A.D. 2008 at 3:37 O'clock P.M. and was duly recorded as Micro Doc. No. 457720

Kathleen M. Florko  
 COUNTY RECORDER

### MORTGAGE

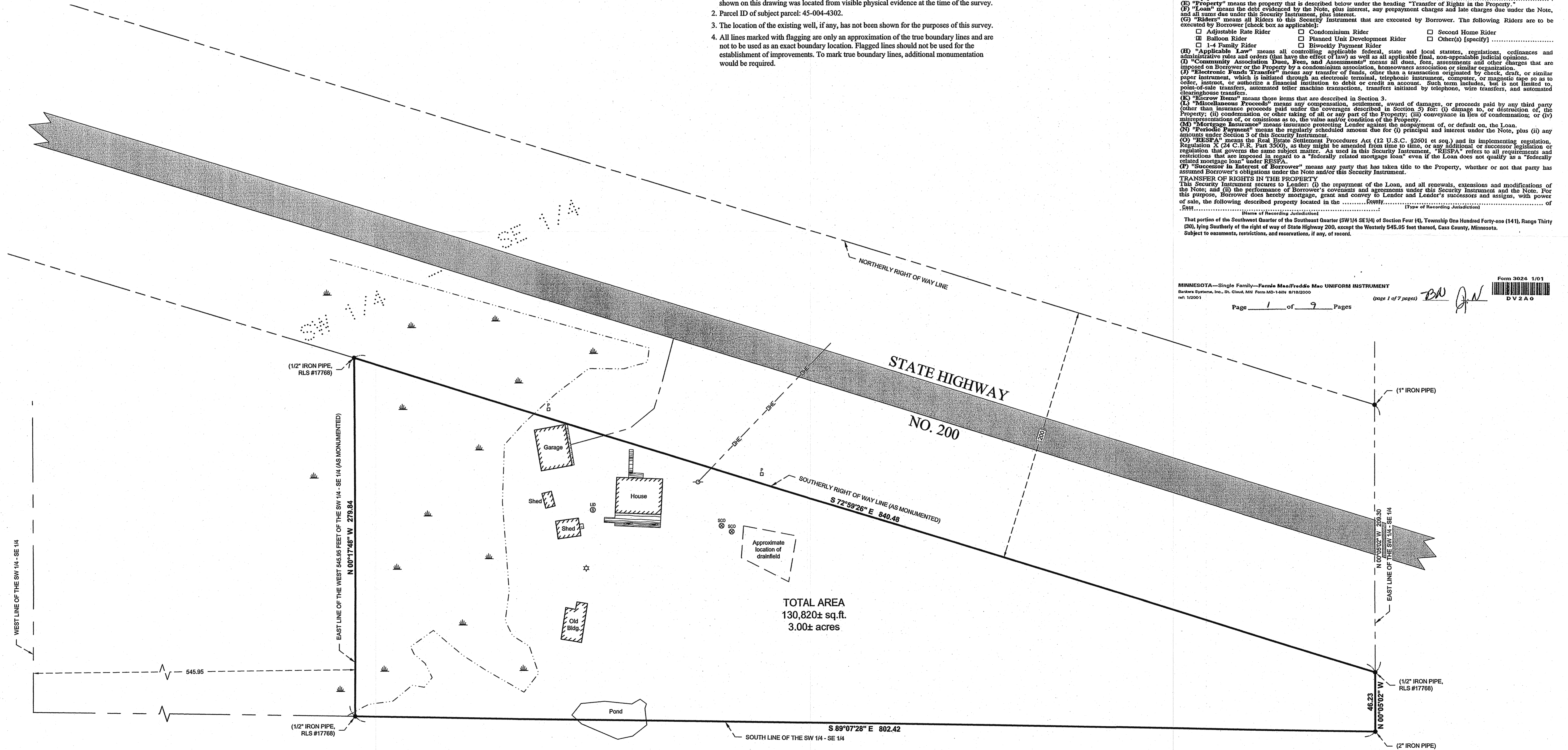
DEFINITIONS  
 Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated 10-25-2008, together with all Riders to this document.  
 (B) "Borrower" is Rebecca L. Nelson and Jacob L. Nelson, as husband and wife.  
 Borrower is the mortgagor under this Security Instrument.  
 (C) "Lender" is THE FIRST NATIONAL BANK OF WALKER.  
 Lender is a corporation organized and existing under the laws of the United States of America. Lender's address is 700 Rte. 520, Walker, MN, 56484.  
 (D) "Note" means the promissory note signed by Borrower and dated 10-25-2008. The Note states that Borrower owes Lender eighty-eight thousand and 00/100 Dollars (U.S. \$ 88,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 10-25-2015.  
 (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 taxes 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  Condominium Rider  Second Home Rider  
 Balloon Rider  Planned Unit Development Rider  Other(s) [specify] \_\_\_\_\_  
 1-4 Family Rider  Biweekly Payment Rider  
 (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 judicial 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  
 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 \_\_\_\_\_ (Type of Recording Jurisdiction) \_\_\_\_\_ of \_\_\_\_\_ (Name of Recording Jurisdiction) \_\_\_\_\_.

That portion of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section Four (4), Township One Hundred Forty-one (141), Range Thirty (30), lying Southerly of the right of way of State Highway 200, except the Westerly 545.95 feet thereof, Cass County, Minnesota. Subject to easements, restrictions, and reservations, if any, of record.

MINNESOTA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
 Builders Systems, Inc., St. Cloud, MN Form MD-141W 9/18/2006  
 Page 1 of 9 Pages  
 Form 3024 1/01  
 0 V 2 A 0



Wayne.dwg 10/14/2008 7:14 AM - F:\Drawings\2008\082100 FIRST NATL BANK.dwg\082100.dwg

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 Landecker & Associates, Inc.  
 Engineering, Surveying, Planning  
 Walker, MN 56484  
 Phone: 218-547-1206  
 Fax: 218-547-2712

CERTIFICATE OF SURVEY

PROJECT No.: 082100  
 FILE NAME: 082100.dwg  
 FIELD BOOK: BOOK 288 PG. 57

DATE: 10-14-2008  
 SCALE: 1" = 40'  
 HORZ. VERT. NONE

CHECKED BY: TLF  
 DRAWN BY: WAG

SHEET 1 OF 1