

Land Title, Inc.
2200 County Road C West
Suite 2205
Roseville, MN 55113
651.638.1900



Invoice

Date: 04/03/2023
Number: 94353

**The Rondo Community Land Trust
1041 Selby Avenue
Saint Paul, MN 55104**

| File Number | Transactee | Client's File # | Class/Description | Memo | Amount |
|--------------------|-------------------|------------------------|--------------------------|--|----------------|
| 675635 | Carter, Carolyn | | Property Report | 1319-1321 Dayton Avenue, Saint Paul, MN 55104 | \$75.00 |
| | | | | Total | \$75.00 |
| | | | | Total Due | \$75.00 |

When you provide a check as payment, you authorize us to use information from the check to make a one-time electronic fund transfer from your account. In certain circumstances, such as for technical or processing reasons, we may process your payment as a check transaction.

Due Upon Receipt

LT File Number: 675635
Report prepared on: April 3, 2023



Prepared for:

The Rondo Community Land Trust
1041 Selby Avenue
Saint Paul, MN 55104
Attn: Michelle Vojacek
Client File No.:

PROPERTY REPORT

Applicant: Carolyn J. Carter
Property Address: 1319-1321 Dayton Avenue, Saint Paul, MN 55104
County: Ramsey **State:** Minnesota
Property Type: Abstract Property

LEGAL DESCRIPTION:

Lot 19, John B. Hoxsie's Rearrangement of Block 4 of Anna E. Ramsey's Addition to the City of St. Paul, Ramsey County, Minnesota.

APPARENT RECORD OWNER:

Carolyn J. Carter

WARRANTY DEED: Marion R. Moran, a single person, to Jessie B. Carter and Carolyn J. Carter, husband and wife, and Florence Carter; DOCUMENT NO.: 1941855; DATED: August 13, 1976; FILED: August 19, 1976.

AFFIDAVIT OF SURVIVORSHIP: Estate of: Jessie B. Carter, deceased, and Florence Carter, deceased, to Carolyn J. Carter, survivor; DOCUMENT NO.: 4375120; DATED: December 17, 2012; FILED: December 18, 2012.

OPEN MORTGAGES AND LIENS:

1. NOTICE OF LIS PENDENS (Case No.: 62-PR-12-83); Document No.: 4386727; Dated: February 20, 2013; Filed: February 21, 2013. (For Reference)
2. MINNESOTA MEDICAL ASSISTANCE PROGRAM NOTICE OF LIEN IMPOSITION: Carolyn J. Carter, c/o St Anthony Park Home, to Minnesota Department of Human Services; Document No.: 4440210; Dated: November 21, 2013; Filed: January 13, 2014.
3. JUDGMENT: Carolyn Carter, Defendant vs. Corene Neal, Plaintiff; Document No.: A04557648 (re Case No. 62-CV-13-7482); Dated: March 27, 2015; Filed: May 27, 2015.

TAX INFORMATION:

Tax I.D. No.: 03-28-23-12-0045

Taxes for the year 2023: \$8,698.00, Total, are 1st 1/2 Due, 2nd 1/2 Due

Delinquent Tax: None

Base Tax: \$6,236.08 (Homestead)

Estimated Market Value: \$407,400.00

Assessed in the name of: Herbert Darnell Steele

NAME SEARCHES:

There are no unsatisfied judgments and notices of Federal or State Tax Liens docketed in Ramsey County District Court, and the Ramsey County Recorder's office appearing against the following names (through the date interest was conveyed out):

Carolyn Carter, Corene Neal, Jacqueline Steele, Herbert Darnell Steele, and Lutheran Social Services, Inc.

Except as follows:

JUDGMENT: Shannon Waddint vs. Carrie Carter, dated April 10, 2017, docketed April 10, 2017 in Ramsey County District Court records as Case No. 62-HG-CV-17-211 in the amount of \$57.00.

POSTED EFFECTIVE DATE: March 15, 2023

This Property Report is not a title examination, title opinion, title insurance commitment or title insurance policy. This report is furnished for the use and benefit of the requesting party. The liability of the reporting company caused by inaccuracies contained herein is limited to the amount paid for in said report.

Land Title, Inc. • 2200 West County Road C, Suite 2205, Roseville, MN 55113 • phone (651) 638-1900 • fax (651) 697-6185 • landtitleinc.com

1941855

Aug 19 - 9 19 AM '76

This Indenture, Made this 13th day of August, 1976,
between Marion R. Moran, a single person

of the County of Ramsey and State of Minnesota, part Y
of the first part, and Jessie B. Carter and Carolyn J. Carter, husband and wife, and
Florence Carter, of the County of
Ramsey and State of Minnesota, parties of the second part,

WITNESSETH, That the said part Y of the first part, in consideration of the sum of
One dollar and other good and valuable considerations DOLLARS,
to her in hand paid by the said parties of the second part, the receipt whereof is hereby acknowl-
edged, do es 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 as-
signs of the survivor, Forever, all the tract or parcel of land lying and being in the County of
Ramsey and State of Minnesota, described as follows, to-wit:

Lot 19, John B. Hoxsie's Rearrangement of Block 4 of Anna E. Ramsey's
Addition to the City of St. Paul.

NO DELINQUENT TAXES
AND TRANSFER ENTERED
AUG 19 1976
LOU McKENNA, DIRECTOR
DEPT. of Property Taxation, Ramsey Co., MN
By *[Signature]*



STATE DEED STAMPS
DUE HEREON \$ 76.80

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 talking as joint tenants and not as tenants in common.

And the said Marion R. Moran, a single person

part Y of the first part, for herself, her heirs, executors and administrators do es
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 she is well seized in fee of the lands and premises aforesaid and
has 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 in-
cumbrances, if any, hereinbefore mentioned, the said part Y of the first part will Warrant and
Defend.

IN TESTIMONY WHEREOF, The said part Y of the first part has hereunto set her
hand the day and year first above written.

[Signature: Marion R. Moran]

State of Minnesota,

County of Ramsey

The foregoing instrument was acknowledged before me

this 13th day of August, 1976

by Marion R. Moran, a single person

(NAME OF PERSON ACKNOWLEDGED)

Signature of Frank P. [unclear]

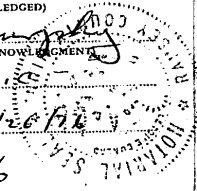
(SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT)

NOTARY PUBLIC

(TITLE OR RANK)

Comm Exp 10/26/76

Ramsey 1976



THIS INSTRUMENT WAS DRAFTED BY Creative Realty, Inc.

2175 St. Clair Ave. (Name)

St. Paul, MN 55105 (Address)

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:

NAME: JESSIE CARTER ADDRESS: 1319 DAYTON AVE SE PAUL, MINN.

Minnesota Form No. 5-M 3.00

Doc. No. 1941855 WARRANTY DEED Individual to Joint Tenants

Moran TO Carter

RAMSEY COUNTY RECORDER Office of Registrar of Deeds State of Minnesota

County of Ramsey I hereby certify that the within Deed was filed in this office for record on the 13th day of August, 1976, at 9:19 o'clock A.M., Ramsey's duly recorded in 1976 of Ramsey's No. 1941855

RAMSEY COUNTY RECORDER Registrar of Deeds

By: No Delinquent Taxes and Transfer entered this day of 19

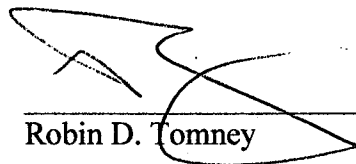
County Auditor, Deputy.

Tax statements for the real property described in this instrument should be sent to: JESSIE CARTER 1319 DAYTON AVE SE PAUL, MINN. Address

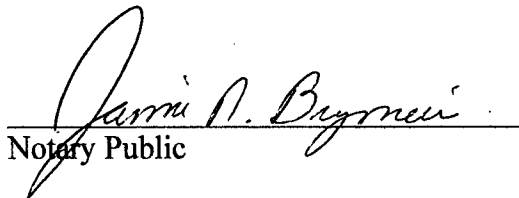
4. That the respective interests of the decedents and the survivor as joint tenant and remainderman were created by an instrument of conveyance dated August 19, 1976, and recorded in the Office of the County Recorder of Ramsey County, Minnesota, as Document No. 1941855, on the following described property, to-wit:

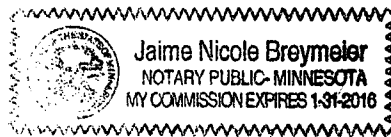
Lot 19, John B. Hoxsie's Rearrangement of Block 4 of Anna E. Ramsey's Addition to the City of St. Paul, Ramsey County, Minnesota.

5. That affiant makes this Affidavit and files said certified copies of record of death as evidence of the death of said joint tenants and the termination of said joint tenancy and all such estate, title interest and lien as was or is limited upon the life of said decedents.


Robin D. Tomney

Subscribed and sworn to
before me this 22 day of
December, 2012.


Notary Public



This Instrument Was Drafted By:

BORER & TOMNEY, PLLC
1540 Concordia Avenue
Suite 200
St. Paul, MN 55104
(651) 287-6021

STATE OF MINNESOTA

CERTIFICATION OF VITAL RECORD

CERTIFICATE OF DEATH

STATE FILE NUMBER 2012-MN-002684

DECEDENT JESSIE B CARTER
NAME PRIOR TO FIRST MARRIAGE
ALSO KNOWN AS
SOCIAL SECURITY NUMBER
SEX MALE
BORN SEPTEMBER 07, 1930
PLACE OF BIRTH GRENADA MISSISSIPPI

DATE OF DEATH JANUARY 18, 2012
PLACE OF DEATH SHOLOM HOME EAST SAINT PAUL RAMSEY MINNESOTA
MARITAL STATUS MARRIED
SPOUSE JOANNE CAROLYN STEELE
RESIDENCE SAINT PAUL RAMSEY MINNESOTA
PARENT FLORENCE KINCAIDE
PARENT CHARLIE CARTER
FUNERAL HOME SPIELMAN MORTUARY
DISPOSITION BURIAL

CAUSE OF DEATH IMMEDIATE DIABETES UNDERLYING HTW
OTHER CONTRIBUTING CONDITIONS
MANNER NATURAL
MEDICAL EXAMINER, CORONER OR PHYSICIAN DERRICK WILLIAMS, M.D. 1020 BANDANA BLVD. WEST SAINT PAUL, MINNESOTA, 55108

THIS RECORD HAS NOT BEEN AMENDED

THIS IS A TRUE AND CORRECT RECORD OF DEATH REGISTERED IN THE MINNESOTA OFFICE OF THE STATE REGISTRAR.

MR&C Certificate ID 7842505



000458275 62A-000458275

FILED: JANUARY 26, 2012

Steve Elkins

STEVE ELKINS STATE REGISTRAR

ISSUED: SEPTEMBER 14, 2012 RAMSEY COUNTY DEPT. OF PUBLIC HEALTH

THIS CERTIFICATION IS VALID ONLY WHEN REPRODUCED ON WATERMARKED SECURITY PAPER WITH A RAISED BORDER AND RAISED STATE SEAL OF MINNESOTA.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE



MINNESOTA DEPARTMENT OF HEALTH
Section of Vital Statistics
CERTIFICATE OF DEATH

1 2290004618

LOCAL FILE NUMBER

STATE FILE NUMBER

| | | | | | | | | |
|---|--|---|---|-------------------------------|---|---|---|---|
| 1. DECEDENT'S NAME (First) (Middle) (Last) FLORENCE CARTER | | | 2. SEX Female | | 3. DATE OF DEATH (month, day, year) Feb. 15, 1991 | | 4. TIME OF DEATH | |
| 5. SOCIAL SECURITY NUMBER | | 6a. AGE - Last Birthday (years) 87 | | 6b. UNDER 1 YEAR months | | 6c. UNDER 1 DAY hours minutes | | 7. DATE OF BIRTH (month, day, year) Nov. 12, 1903 |
| 8. BIRTHPLACE (city and state or foreign country) Grenada, Mississippi | | | 9. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify yes or no) No | | 10a. PLACE OF DEATH (check only one - see instructions on other side) <input checked="" type="checkbox"/> HOSPITAL <input type="checkbox"/> ER/Outpatient <input type="checkbox"/> OTHER <input type="checkbox"/> Nursing home <input type="checkbox"/> Residence <input checked="" type="checkbox"/> Inpatient <input type="checkbox"/> DOA <input type="checkbox"/> Other (specify) | | | |
| 10b. FACILITY NAME (if not institution, give street and number) Midway Hospital | | | 10c. CITY OR TOWNSHIP OF DEATH St. Paul | | | 10d. COUNTY OF DEATH Ramsey | | |
| 11. MARITAL STATUS - Married, Never Married, Widowed, Divorced (specify) Widowed | | | 12. SPOUSE - Name (if wife, give maiden name) | | | 13a. DECEDENT'S USUAL OCCUPATION (give kind of work done during most of working life. Do not use retired) Housewife | | |
| 13b. KIND OF BUSINESS/INDUSTRY None | | 14a. RESIDENCE State Minnesota | | 14b. COUNTY Ramsey | | 14c. CITY OR TOWNSHIP St. Paul | | |
| 14d. STREET AND NUMBER 1319 Dayton Ave. | | 14e. INSIDE CITY LIMITS? (specify yes or no) Yes | | 14f. ZIP CODE 55104 | | 15. WAS DECEDENT OF HISPANIC ORIGIN? (specify yes or no - if yes, specify Cuban, Mexican, Puerto Rican, etc.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |
| 16. RACE (see instructions on other side) Black | | 17. DECEDENT'S EDUCATION (specify only highest grade completed) Elementary/Secondary (0-12) College (11-4 or 5 -) elementary | | | 18. FATHER'S NAME (first, middle, last) John Allen Kincaid | | | |
| 19. MOTHER'S NAME (first, middle, maiden surname) -----Allen | | | 20a. INFORMANT'S NAME (type/print) Jessie Carter | | | 20b. INFORMANT'S MAILING ADDRESS (Street and Number or Rural Route Number, City, State, Zip Code) 1321 Dayton Avenue St. Paul, MN 55104 | | |
| 21a. METHOD OF DISPOSITION <input checked="" type="checkbox"/> Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Removal from state <input type="checkbox"/> Donation <input type="checkbox"/> Other (specify) | | | | | | | | |
| 21b. PLACE OF DISPOSITION (name of cemetery, crematory, or other place) Elmhurst Cemetery | | | 21c. LOCATION - City or Township, State St. Paul, MN | | | 22a. SIGNATURE OF FUNERAL DIRECTOR OR MORTICIAN <i>George Brooks</i> | | |
| 22b. LICENSE NUMBER (of Funeral Establishment) 259 | | 23. NAME AND ADDRESS OF FUNERAL ESTABLISHMENT Brooks Funeral Home, 862 Concordia Avenue, St. Paul, MN 55104 | | | | 24. CERTIFICATION - PHYSICIAN I attended the deceased from 0724/01 021591 mo. day year mo. day year and last saw him/her on 2/15/91 mo. day year I (do/did not) view the body after death. | | |
| 25. SIGNATURE Physician, Medical Examiner or Coroner <i>Frederick C. Cherry, M.D.</i> | | | 25c. LICENSE NUMBER (of physician) 22019 | | 25d. DATE SIGNED (month, day, year) 2/20/91 | | | |
| 25. NAME AND ADDRESS OF <input checked="" type="checkbox"/> PHYSICIAN <input type="checkbox"/> MEDICAL EXAMINER OR CORONER CENTRAL INTERNAL MEDICINE ASSOCIATES, P.A. 4005 HAMLIN PARK PLAZA 4TH FLOOR SAINT PAUL, MINNESOTA 55104 | | | | | 26. REGISTRAR'S SIGNATURE <i>Theresa Beck, Deputy</i> | | | |
| | | | | | 27. DATE FILED (month, day, year) FEB 25 1991 | | | |
| 28. CAUSE OF DEATH PART I Enter the diseases, injuries or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line. IMMEDIATE CAUSE (final disease or condition resulting in death) Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (disease or injury that initiated events resulting in death) LAST a. Cardiac Arrest due to or as a consequence of b. Coronary Artery Disease due to or as a consequence of c. If diagnosis deferred <input type="checkbox"/> Check box Approximate interval between onset and death | | | | | | | | |
| PART II. OTHER SIGNIFICANT CONDITIONS contributing to death but not resulting in the underlying cause given in PART I | | | | | 29a. WAS CASE REFERRED TO MEDICAL EXAMINER OR CORONER? <input type="checkbox"/> Yes <input type="checkbox"/> No | | 29b. WAS AN AUTOPSY PERFORMED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| 30. MANNER OF DEATH <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide <input type="checkbox"/> Pending investigation <input type="checkbox"/> Could not be determined | | 31a. DATE OF INJURY (month, day, year) | | 31b. TIME OF INJURY | | 31c. WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 31e. INJURY AT WORK? <input type="checkbox"/> Yes <input type="checkbox"/> No | | 31d. DESCRIBE HOW INJURY OCCURRED | | | | | | |
| 31e. PLACE OF INJURY - At home, farm, street, factory, office building, etc. (specify) | | | | | 31f. LOCATION - Street and number city or township, state | | | |

STATE OF MINNESOTA
COUNTY OF RAMSEY
CERTIFIED TO BE A TRUE AND
ACCURATE REPRESENTATION OF THE
OFFICIAL RECORD ON FILE IN MY OFFICE

11 December 2012

Steve Elkins

STEVE ELKINS
STATE REGISTRAR
MINNESOTA DEPARTMENT OF HEALTH

6

THIS INSTRUMENT WAS DRAFTED BY:

Robin D. Tomney

BORER & TOMNEY, PLLC

1570 Concordia Avenue, Suite 200

St. Paul, MN 55104

(651) 287-6021

Attorney ID No. 0232142

ORIGINAL

STATE OF MINNESOTA

COUNTY OF RAMSEY

In Re: Conservatorship of Carolyn J. Carter,
Protected Person.

DISTRICT COURT
SECOND JUDICIAL DISTRICT
PROBATE COURT DIVISION

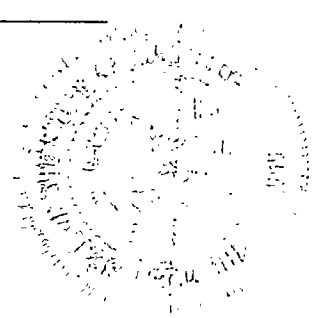
LIS PENDENS CERTIFICATE

Court File No. 62-PR-12-83

I, LYNAE K.E. OLSON, Court Administrator within and for
said County, and Custodian of the Seal and Records of said Court, do hereby certify that on
1-30-12 a Petition for the appointment of a Conservator of
Carolyn C. Carter, whose address is 1319 Dayton Avenue, St. Paul, Minnesota, was filed
with this Court and is now pending therein.

In Testimony Whereof, I have hereunto subscribed my name and affixed the Seal of said
Court at Ramsey County District Court, 15 West Kellogg Blvd., St. Paul, Minnesota, in said
County this 19th day of Feb. 2013.

By: [Signature]
Deputy Court Administrator



Document# 4440210
Recorded 01/13/2014 0800
County Recorder, Ramsey County, MN
1.3.5 812152

**MINNESOTA MEDICAL ASSISTANCE PROGRAM
NOTICE OF LIEN IMPOSITION**

Minnesota Statutes 1993, sections 514.980 to 514.985

Carolyn J. Carter
c/o St Anthony Park Home
2237 Commonwealth Ave
St Paul MN 55108

Date: November 21, 2013
Lien No. 16422
Social Security: xxx-xx-7595

Dear Ms. Carter:

This is to notify you that the Minnesota Department of Human Services will place a lien on your real property. This is based on your receipt of medical assistance payments made for your benefit by the Minnesota Medical Assistance Program beginning **June 1, 2013**. It is also based on medical verification from your attending physician that you are not reasonably expected to be discharged from the medical institution you are in.

Your interest in the real property you own, and that of your spouse, if still living, is subject to or affected by the rights of this agency to be reimbursed for medical assistance benefits.

The Medical Assistance lien will be filed against your real property 30 days from receipt of this notice. Following is/are the legal description (s) of your real property subject to a lien:

COUNTY: **Ramsey** ABSTRACT: X TORRENS: Ctf. No.

All of your right, title and interest in and to:

Lot 19, John B. Hoxsie's Rearrangement of Block 4 of Anna E. Ramsey's Addition to the City of St Paul

APPEAL RIGHTS:

If you do not agree with this action, you may appeal. To initiate an appeal, send a very short letter to the Appeals Office stating your disagreement with the state filing a lien on your real property. You must submit this letter within 30 days of receiving this notice. (The agency can accept your appeal for up to 90 days after the date of this notice if you show good cause for not appealing within the 30-day limit.)

If you do not appeal within 30 days (or 90 days if you have good cause), you may not appeal anything concerning this lien later on.

If you decide to appeal, send your letter to this address:

Appeals Office
Minnesota Department of Human Services
444 Lafayette Road
St. Paul, MN 55155-3813

An appeal hearing will be held in your county or over the telephone. You will receive a notice telling you the date, time, and place of the hearing.

THIS LIEN FILED BY:

Jan Curran

Jan Curran, on behalf of the MINNESOTA DEPARTMENT OF HUMAN SERVICES

THIS FORM DRAFTED BY:

Jan Curran
Minnesota Department of Human Services
P.O. Box 64995
St. Paul, MN 55164-0995
651-431-3154

CERTIFICATE OF MAILING AND OF NO APPEAL

I, Jan Curran, hereby certify that on the 21st day of November, 2013, I mailed copies of the Notice above to the Medical Assistance recipient named or to the named authorized representative of the Medical Assistance recipient (if any) by certified mail to the last known address (es) set out above:

I further certify that the applicable time to appeal the imposition of this lien has expired and no appeal has been taken, or that all appeals have been decided in favor of the State's imposition of this lien.

Dated this 7th day of January, 2013 *ja*

| | |
|----------------|---------------------------------------|
| (Signature) | <i>Jan Curran</i> |
| (Printed Name) | Jan Curran |
| (Title) | MEDICAL ASSISTANCE LIEN ADMINISTRATOR |



Doc No **A04557648**

Certified, filed and/or recorded on
May 27, 2015 9:34 AM

Office of the County Recorder
Ramsey County, Minnesota
Susan R Roth, County Recorder
Mark E Oswald, County Auditor and Treasurer

Deputy 203

Pkg ID 1068801M

| | |
|---------------------------------|----------------|
| Document Recording Fee Abstract | \$46.00 |
| <i>Document Total</i> | \$46.00 |

State of Minnesota
Ramsey County

District Court
Second Judicial District

Court File Number: **62-CV-13-7482**

Case Type: Civil Other/Misc.

Notice of Entry of Judgment

In Re: Corene Neal vs Carolyn Carter

Pursuant to: The Dismissal and Order of Judge Robert A Awsumb dated March 20, 2015.

You are notified that judgment was entered on March 27, 2015.

Dated: March 27, 2015

Lynae K. E. Olson
Court Administrator

cc :Martin Christopher Melang;
George F Borer

By: *Kinda Gheske*
Deputy Court Administrator
Ramsey County District Court
15 West Kellogg Boulevard Room 600
St Paul MN 55102
651-266-8253


62-CV-13-7482


NOENJUDG

121

**STATE OF MINNESOTA
COUNTY OF RAMSEY**

**DISTRICT COURT
SECOND JUDICIAL DISTRICT
Court File Number 62-CV-13-7482**

Corene Neal,

Plaintiff(s),

vs.

**Carolyn Carter, John Doe, Jane Doe, ABC
Corporation and XYZ Partnership**

DISMISSAL

Defendant(s)

FINDINGS OF FACT

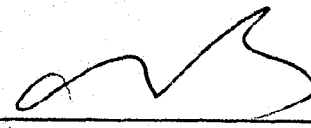
- 1. A settlement agreement has been reached in the above-captioned including dismissing the action. The settlement agreement is accepted and incorporated into this order.

ORDER

- 1. The terms of the settlement agreement are ORDERED and the case is DISMISSED with prejudice.

BY THE COURT:

Dated: 3-20 2015.



Judge Robert A. Awsumb

JUDGMENT

The foregoing shall constitute the judgment of the court.

Entered: 3/27/15 LYNÆ K.E. OLSON
Court Administrator

By Linda Haake
Deputy Clerk

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Court File No. 62-CV-13-7482

Corene Neal,

Plaintiff(s),

vs.

**Carolyn Carter, John Doe, Jane Roe, ABC
Corporation and XYZ Partnership,**

**SETTLEMENT AGREEMENT
AND RELEASE**

Defendant(s) .

This Settlement Agreement and General Release (hereinafter called "Agreement") is made by and between Corene Neal (hereinafter called "Plaintiff") and Carolyn Carter (hereinafter called "Defendant").

WHEREAS, the Plaintiff is represented by Martin C. Melang, Esq., Burns & Hansen, P.A., 8401 Wayzata Boulevard Suite 300, Minneapolis, Minnesota 55426.

WHEREAS, the Defendant is currently under a Guardianship and Conservatorship through Ramsey County Court file no. 62-PR-12-83. Defendant is pro se in this matter. Defendant's Guardian is Jacqueline Steele, who is pro se in this matter. Defendant's Conservator is Lutheran Social Services, Inc. (hereinafter called "LSS"), who is represented by Daniel S. Kufus, Kufus Law, LLC, 1600 University Avenue West Suite 313, Saint Paul, Minnesota 55104.

WHEREASS, Herbert Darnell Steele, (hereinafter "Mr. Steele") is pro se in this matter.

WHEREAS, the Defendant is currently receiving benefits through Ramsey County and the Minnesota Department of Human Services.

WHEREAS, the Defendant is the fee simple owner of real property located at 1319/1321 Dayton Avenue, City of Saint Paul, County of Ramsey, State of Minnesota, legally described as:

Lot 19, John B. Hoxsie's Rearrangement of Block 4 of Anna E. Ramsey's Addition

Court File No. 62-CV-13-7482

to the City of St. Paul, Ramsey County, Minnesota. (hereinafter called "Homestead")

WHEREAS, the Homestead has been occupied as two separate units. The Defendant had resided in the upper floor of the Homestead (hereinafter called "Upper Unit") and the Plaintiff has resided in the first floor of the Homestead (hereinafter called "Lower Unit") The Defendant has since moved into a nursing home and no longer resides in the Upper Unit.

WHEREAS, the Plaintiff served a lawsuit entitled Corene Neal v. Carolyn Carter, John Doe, Jane Roe, ABC Corporation and XYZ Partnership, in which the Plaintiff asserted claims against Defendant arising out of ownership and tenancy of the Homestead.

WHEREAS, Defendant denies any claims of wrongdoing; and

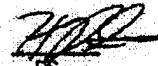
WHEREAS, the parties hereto are desirous of resolving all disputes between or among them, including disputes or potential disputes which have been or which might have been set forth in the above described lawsuit; and

NOW, THEREFORE, in consideration of the promises and mutual agreements, covenants and provisions contained in this Settlement Agreement and General Release, the parties hereto, with the advice of legal counsel and each intending to be legally bound for themselves and their successors, heirs and assigns, together with any predecessor, affiliate, partnership or other business entity and the agents, employees, officers, owners, partners, successors and assigns thereof, or any person or entity in privity with them, do hereby agree and declare as follows:

1. **Life Estate.** The Plaintiff is awarded a life estate in the Lower Unit of the Homestead. If Plaintiff moves out of the Lower Unit for longer than one (1) month the life estate shall be extinguished. A copy of this Settlement Agreement and Release shall be recorded by Plaintiff with the Ramsey County Recorder's Office evidencing said transfer. The Plaintiff shall be responsible for the utilities for the Lower Unit, and the property taxes and homeowners insurance for the Homestead subject to the provisions in paragraph 2.
2. **Upper Unit.** For the preservation of the Homestead the Defendant's grandson, Mr. Steele shall have a right of first refusal to reside in the Upper Unit of the apartment. If Mr. Steele resides in the Upper Unit, he shall be responsible for utilities for the Upper Unit, and one-half of the property

CN


JS


DS

Court File No. 62-CV-13-7482

taxes for the Homestead, and one-half of the homeowners insurance for the Homestead

3. **Repairs to Homestead.** For the preservation of the Homestead Mr. Steele may make reasonable repairs to the Homestead. After the satisfaction of the Lien described in paragraph 5, and any closing and/or realtor costs, Mr. Steele shall be reimbursed out of any remaining proceeds from the sale of the Homestead, if any, for any materials purchased that benefit the Homestead. Any reimbursement will be limited to materials that benefited both the Lower Unit and the Upper Unit, including but not limited to roof repairs, garage repairs, structural repairs, etc.
4. **Existing Tax Obligation.** The Homestead currently has owed \$11,463.52 (hereinafter "Back Taxes") in back property taxes owed to Ramsey County through March 2015. The Homestead is subject to forfeiture in 2017 if the Back Taxes are not satisfied in full. The parties shall use the date of April 1, 2017 as the forfeiture date (hereinafter "Forfeiture Date"). The parties have agreed that to satisfy the back taxes Plaintiff shall pay \$5,371.76 towards the Back Taxes prior to the Forfeiture Date. Mr. Steele shall pay \$5,371.76 towards the Back Taxes prior to the Forfeiture Date. The Defendant shall have no liability for the Back Taxes.

In the event either Mr. Steele or Plaintiff have to advance the other's portion of the Back Taxes to avoid forfeiture, they may do so and the other party agrees to confess a judgment for any of their portion the other party paid.
5. **Lien.** The Minnesota Department of Human Services lien recorded November 21, 2013 shall continue to run with the property as described above, up to the amount paid on behalf of Defendant for any Medical Assistance. The Lien may not be collected until the extinguishment of Plaintiff's life estate described in paragraph 1.
6. **Sale of Homestead.** After the death of Plaintiff or the extinguishment of her life estate the home shall be put up for sale. Mr. Steele shall have a right of first refusal to purchase the Homestead for fair market value. If Mr. Steele purchases the Homestead he shall not be eligible for the reimbursements outlined in paragraph 3.

Court File No. 62-CV-13-7482

7. **Proceeds from Sale of Homestead.** Any remaining proceeds from the sale of the Homestead, after the satisfaction of the lien from paragraph 5, the possible reimbursement for repairs from paragraph 3, and any closing and or realtor costs, shall be divided evenly between the Plaintiff (or her estate) and the Defendant (or her estate)
8. **Dismissal of Lawsuit.** Upon execution of this Agreement, the Plaintiff shall dismiss the lawsuit against the Defendant with prejudice, and without costs to either party.
9. The Minnesota department of human services' and Ramsey county's participation in this settlement does not prelude any potential future recoveries under Minnesota estate recovery programs not previously reimbursed to the department of human services. This document is not applicable to eligibility determinations of Medicaid coverage.
10. **Plaintiff's Release.** By signing this Agreement and in exchange for the covenants and promises set forth herein, the Plaintiff, on behalf of herself, her successors, administrators and assigns hereby unconditionally releases and discharge the Defendant, its agents, employees, assigns, insurers, and legal representatives, and all of them from all claims of any kind the Plaintiff has or has had, whether known or unknown, whether in law or in equity, whether liquidated or not, including but not limited to all claims arising out of ownership of the Homestead.
11. **Non-Admission.** The parties hereto recognize and agree that this Agreement does not constitute any admission by the Plaintiff or Defendant of any violation of any federal, state or local statute or principle of common law, or that either has engaged in any wrongdoing. Both the Plaintiff and Defendant deny any wrongdoing and that they are entering into this Agreement to avoid any further expensive litigation.
12. **Assignability.** The parties agree that the obligations, duties and rights established by this Agreement shall not be assignable by either party without the prior written consent of the other or Order of the Court.
13. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the law of the State of Minnesota, without regard to conflict of laws provisions.

CN 98 JS [Signature] DS

Court File No. 62-CV-13-7482

14. **Savings Clause.** The parties agree that the scope and terms of this Agreement are reasonable and that it is the parties intent and desire that this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction in which enforcement is sought. If any particular provision of this Agreement shall be adjudicated to be invalid or unenforceable, the parties specifically authorize the tribunal making such a determination to edit the invalid or unenforceable provision to allow this Agreement, and the provisions thereof, to be valid and enforceable to the fullest extent allowed by law.
15. **Voluntary and Knowing Action(s).** The parties acknowledge that they have been advised in writing hereby to consult an attorney regarding the terms of this Agreement and that they have had the opportunity to be represented by their own attorneys. The Guardian has been advised of her right to seek counsel and has executed a separate waiver of counsel attached hereto. The parties acknowledge that they have read and understand the terms of this Agreement with full knowledge of its implications.
16. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties hereto and fully supersedes any and all prior contemporaneous agreements or understandings, written or oral, between the parties pertaining to the subject matter thereof. This Agreement becomes the complete and final agreement of the parties when all parties have signed and dated the Agreement. After the Agreement becomes final, any subsequent amendments or agreements between the parties shall be unenforceable, unless the parties agree to such amendment or agreement in separate writing executed by all parties to the original agreement.
17. **Drafting.** Any ambiguities in this Settlement Agreement and Release shall not be construed against the drafter.

IN WITNESS WHEREOF, the parties have caused this Settlement Agreement and General Release to be executed on the date set forth below.

Dated: _____

CN JS DS

Court File No. 62-CV-13-7482

Corene Neal

Subscribed and sworn to before me
this _____ day of _____, 2015

Notary Public

Holly Understock
Holly Understock of Lutheran Social Services,
as Conservator for Carolyn Carter

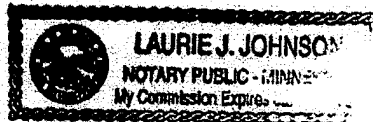
Subscribed and sworn to before me
this 13th day of April, 2015



[Signature]
Notary Public

Jacqueline Steele
Jacqueline Steele,
as Guardian for Carolyn Carter

Subscribed and sworn to before me
this 10th day of March, 2015



Laurie Johnson
Notary Public

[Signature]
Herbert Darnell Steele,

Subscribed and sworn to before me
this 11th day of March, 2015

CS [Signature]
CN JS DS

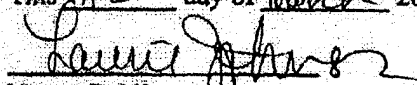
Court File No. 62-CV-13-7482

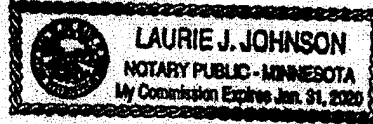
any way, represent me in this proceeding. I understand that Martin C. Melang of Burns & Hansen, P.A., is acting solely as counsel for Plaintiff and he does not, in any way, represent me in this proceeding.

3. I understand that an attorney would be helpful in determining issues contained in the attached Settlement Agreement and Release, however, I specifically decline to so retain independent counsel.

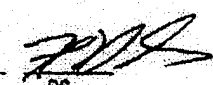

Herbert Darnell Steele

Subscribed and sworn to before me
This 11th day of March 2015.


Notary Public



Document Drafted by:
Daniel S. Kufus
Kufus Law, LLC
1600 University Avenue West Suite 313
Saint Paul, Minnesota 55104
Telephone (651)645-9359


CN JS DS

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Court File No. 62-CV-13-7482

Corene Neal,

Plaintiff(s),

vs.

Carolyn Carter, John Doe, Jane Roe, ABC
Corporation and XYZ Partnership,

**SETTLEMENT AGREEMENT
AND RELEASE**

Defendant(s).

This Settlement Agreement and General Release (hereinafter called "Agreement") is made by and between Corene Neal (hereinafter called "Plaintiff") and Carolyn Carter (hereinafter called "Defendant").

WHEREAS, the Plaintiff is represented by Martin C. Melang, Esq., Burns & Hansen, P.A., 8401 Wayzata Boulevard Suite 300, Minneapolis, Minnesota 55426.

WHEREAS, the Defendant is currently under a Guardianship and Conservatorship through Ramsey County Court file no. 62-PR-12-83. Defendant is pro se in this matter. Defendant's Guardian is Jacqueline Steele, who is pro se in this matter. Defendant's Conservator is Lutheran Social Services, Inc. (hereinafter called "LSS"), who is represented by Daniel S. Kufus, Kufus Law, LLC, 1600 University Avenue West Suite 313, Saint Paul, Minnesota 55104.

WHEREAS, Herbert Darnell Steele, (hereinafter "Mr. Steele") is pro se in this matter.

WHEREAS, the Defendant is currently receiving benefits through Ramsey County and the Minnesota Department of Human Services.

WHEREAS, the Defendant is the fee simple owner of real property located at 1319/1321 Dayton Avenue, City of Saint Paul, County of Ramsey, State of Minnesota, legally described as:

Lot 19, John B. Hoxsie's Rearrangement of Block 4 of Anna E. Ramsey's Addition

Court File No. 62-CV-13-7482

taxes for the Homestead, and one-half of the homeowners insurance for the Homestead

3. **Repairs to Homestead.** For the preservation of the Homestead Mr. Steele may make reasonable repairs to the Homestead. After the satisfaction of the Lien described in paragraph 5, and any closing and/or realtor costs, Mr. Steele shall be reimbursed out of any remaining proceeds from the sale of the Homestead, if any, for any materials purchased that benefit the Homestead. Any reimbursement will be limited to materials that benefited both the Lower Unit and the Upper Unit, including but not limited to roof repairs, garage repairs, structural repairs, etc.
4. **Existing Tax Obligation.** The Homestead currently has owed \$11,463.52 (hereinafter "Back Taxes") in back property taxes owed to Ramsey County through March 2015. The Homestead is subject to forfeiture in 2017 if the Back Taxes are not satisfied in full. The parties shall use the date of April 1, 2017 as the forfeiture date (hereinafter "Forfeiture Date") The parties have agreed that to satisfy the back taxes Plaintiff shall pay \$5,371.76 towards the Back Taxes prior to the Forfeiture Date. Mr. Steele shall pay \$5,371.76 towards the Back Taxes prior to the Forfeiture Date. The Defendant shall have no liability for the Back Taxes.

In the event either Mr. Steele or Plaintiff have to advance the other's portion of the Back Taxes to avoid forfeiture, they may do so and the other party agrees to confess a judgment for any of their portion the other party paid.
5. **Lien.** The Minnesota Department of Human Services lien recorded November 21, 2013 shall continue to run with the property as described above, up to the amount paid on behalf of Defendant for any Medical Assistance. The Lien may not be collected until the extinguishment of Plaintiff's life estate described in paragraph 1.
6. **Sale of Homestead.** After the death of Plaintiff or the extinguishment of her life estate the home shall be put up for sale. Mr. Steele shall have a right of first refusal to purchase the Homestead for fair market value. If Mr. Steele purchases the Homestead he shall not be eligible for the reimbursements outlined in paragraph 3.

C. H.
CN JS DS

Court File No. 62-CV-13-7482

14. **Savings Clause.** The parties agree that the scope and terms of this Agreement are reasonable and that it is the parties intent and desire that this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction in which enforcement is sought. If any particular provision of this Agreement shall be adjudicated to be invalid or unenforceable, the parties specifically authorize the tribunal making such a determination to edit the invalid or unenforceable provision to allow this Agreement, and the provisions thereof, to be valid and enforceable to the fullest extent allowed by law.
15. **Voluntary and Knowing Action(s).** The parties acknowledge that they have been advised in writing hereby to consult an attorney regarding the terms of this Agreement and that they have had the opportunity to be represented by their own attorneys. The Guardian has been advised of her right to seek counsel and has executed a separate waiver of counsel attached hereto. The parties acknowledge that they have read and understand the terms of this Agreement with full knowledge of its implications.
16. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties hereto and fully supersedes any and all prior contemporaneous agreements or understandings, written or oral, between the parties pertaining to the subject matter thereof. This Agreement becomes the complete and final agreement of the parties when all parties have signed and dated the Agreement. After the Agreement becomes final, any subsequent amendments or agreements between the parties shall be unenforceable, unless the parties agree to such amendment or agreement in separate writing executed by all parties to the original agreement.
17. **Drafting.** Any ambiguities in this Settlement Agreement and Release shall not be construed against the drafter.

IN WITNESS WHEREOF, the parties have caused this Settlement Agreement and General Release to be executed on the date set forth below.

Dated: March 12, 2015

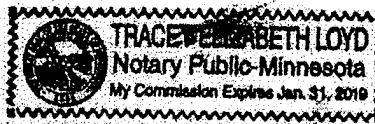
C. U. _____
CN JS DS

Court File No. 62-CV-13-7482

Corene E. Neal
Corene Neal

Subscribed and sworn to before me
this 15th day of March, 2015

Tracy Loyd
Notary Public



Holly Understock of Lutheran Social Services,
as Conservator for Carolyn Carter

Subscribed and sworn to before me
this _____ day of _____, 2015

Notary Public

Jacqueline Steele,
as Guardian for Carolyn Carter

Subscribed and sworn to before me
this _____ day of _____, 2015

Notary Public

Herbert Darnell Steele,

Subscribed and sworn to before me
this _____ day of _____, 2015

C. H. _____
CN JS DS

Court File No. 62-CV-13-7482

any way, represent me in this proceeding. I understand that Martin C. Melang of Burns & Hansen, P.A., is acting solely as counsel for Plaintiff and he does not, in any way, represent me in this proceeding.

3. I understand that an attorney would be helpful in determining issues contained in the attached Settlement Agreement and Release, however, I specifically decline to so retain independent counsel.

Herbert Darnell Steele

Subscribed and sworn to before me
This _____ day of _____ 2015.

Notary Public

Document Drafted by:
Daniel S. Kufus
Kufus Law, LLC
1600 University Avenue West Suite 313
Saint Paul, Minnesota 55104
Telephone (651)645-9359

C. N. JS DS
CN JS DS

The Second Judicial District, Court Administration,
State of Minnesota, does hereby certify that
the attached instrument is a true and correct copy
of the official version of the court record.

Dated this 13th day of May 2015

By Karen D. Braun, Deputy