

**Chronology of events for 215 Sherburne Avenue
James G. Sampson and Karen Sampson sale to Thomas Homes, Inc.**

- 07-04-2013 William Herzog, an employees of Thomas Homes, Inc., introduced Tom McManus to his landlord at 215 Sherburne Ave, James G. Sampson.
- 07-15-2013 to
08-14-2013 James Sampson informs Tom McManus that his estranged wife is collecting rent from a tenant in the building and not paying real estate taxes as required by a reverse mortgage. Sampson tells Tom that the lender is going to foreclose the mortgage. (See Exhibit "A")
- 08-27-2013 Tom assists Jim in the preparation of a motion requesteingthe court to order Karen Sampson to cooperate with the sale of the house. (See Exhibit "A")
- 09-09-2013 Karen agrees to cooperate with the sale of the property and with Jim, signs a purchase agreement for the sale of the property at \$75,000 accepting \$500 down. The property has approximately \$125,000 in debt. Real Estate broker Thomas Delisle conducts an appraisal of the residence and places the value at between \$30,000 and \$40,000 in its current condition and \$75,000 if significant repairs are made. Delisle suggests contacting the lander on a short sale at \$75,000. Following a meeting with Delisle, James and Karen agree to a purchase agreement contains a "short sale" agreement which was submitted to the lender. (Exhibit "B" – with attorney Oppenheimer,Wolfe and Donnelly)
- 09-10-2013 Under the direct supervision of James Sampson, Thomas Homes employees begin cleaning out basement of house. Thomas Homes supervisor Monroe Johnson and two other employees remove 75 cubic yards of debris from the basement placing the debris on the garage derive awaiting loading. (SeeExhibit"C")
- 09-12-2013 Tom advises Jim and Karen that there is considerable debris and garbage in the basement, first floor and garage of the property and the need to clean up the property in preparation for a sale. Jims does not have any funds to accomplish this and agrees to let Thomas Homes, Inc. perform this task and reduce the costs from the sale price. (See Exhibit"D")
- 09-15-2013 Thomas Homes writes letter to James in forming that the costs are increasing on the removal of the debris and that there is a fire hazard in the residence because of the debris. Sampson's again indicate they have no money to pay for the removal of the debris. (See Exhibit "E")
- 09-16-2013 Ramsey County Register of Deeds records Quit Claim Deed transferring property to Thomas Homes, Inc. Deed is acknowledged by representative of Sampson bank, Sunrise Bank. Edina Realty Title prepares title commitment for property indicating Thomas Homes, Inc. is the owner. (See Exhibit "F" and"G")

- 09-16-2013 James Sampson signs an addendum to the purchase agreement agreeing to deduct the cost of the debris removal from the sale price. (See Exhibit "H")
- 09-16-2013 Thomas Homes employees continue placing debris from the garage on the drive awaiting loading. (See Exhibit "I")
- 09-23-2013 City of Saint Paul code Violations Division issues Abatement Order to remove trash from property. (See Exhibit "J")
- 09-26-2013 City issues second Abatement Order to remove trash from property. (See Exhibit "K")
- a
- 09-26-2013 Thomas Homes' employees load debris on truck to take to recycle plant on Robert Street. All trash is removed. (See Exhibit "L")
- 10-01-2013 Small amount of tree limbs and construction lumber are placed along the garage' south side awaiting repairs to upper level porch-access to upper unit.
- 10-01-2013 City issues another abatement Order in connection with the lumber to be used in repair of the upper level. The same day the City removes the lumber and tree limbs from the property. (See Exhibit "M")
- 10-03-2013 Thomas Homes, Inc. obtains owner-renter insurance policy from State Farm Insurance and the previous coverage in the name of James and Karen Sampson is cancelled. (See Exhibit "N")
- 10-14-2013 Thomas Homes' employees are in the process of removing trash from the garage when the loading truck accidentally backs into a support post of the garage. The garage collapses. See damage report from St. Paul Police Department. (See Exhibit "O")
- 10-14-2013 Representatives of the Code enforcement department are immediately present on the property and issue an Abatement Order giving Thomas Homes' 4-hours to remove the garage or in the alternative the city will remove the garage. Thomas Homes' request to remove the collapsed garage with their employees is denied and within one hour the city trucks come to the site and remove the collapsed garage. The cost for this is \$2,000. (See Exhibit "P")
- 10-14-2013 Code enforcement official visits upper level of the duplex and cites 16 violations including the collapsed garage. Thomas Homes has until November 14 to correct alleged violations. (See Exhibit "Q")
- 10-16-2013 Thomas Homes' employees continue to work on the repair of the down stairs to correct the violations and remove another 50 cubic yards of debris from this area (10-16 to 10-26). Karen and other family members of Sampson's - Mark and Cindy Koran - arrive at property and approve the removal of the additional debris.
- 10-27-2013 Mark Koran requests to meet with Tom McManus and Monroe Johnson, supervisor for the project at the residence to collect personal belongings that remain in the house. When Mark arrives he is accompanied by four St. Paul Police Officers. Mark hands Tom

McManus an "internet" form of a "No Trespassing Order". Johnson is informed by St. Paul Police that he (Johnson) may not be on the property to perform work. (See Exhibit "R")

- 10-27-2013 Tom is taken to Regions Hospital in St. Paul with serious chest pain. (See Exhibit
- 10-30-2013 Insurance Company State Farm approves Sussell Garages and the low bidder to replace the collapsed garage for a price of \$19,250. Final payment will be \$18,250 due to \$1,000 deductible on Thomas Homes' insurance policy. (See Exhibit "S")
- 11-08-2013 While Tom McManus is visiting friend and fellow employee of Thomas Homes, Inc., Star Cindrich – a tenant at the upper level of the duplex - 5-City of St. Paul Police Officers take Tom into temporary custody and issue a Citation for trespassing on property actually owned by Thomas Homes, Inc. (See Exhibit "T")
- 11-08-2013 Mark Koran came to the property and opened the door to the lower level of the duplex for Code enforcement officials to inspect the property.
- 11-08-2013 On 11-08-2013, prior to the abovestated 11-14-2013, and while Thomas Homes was attempting to correct alleged violations city Code enforcement individuals come to the property and post notice of Revocation Order. Following this inspection Code Authorities send a copy of a *Revocation of Fire Certificate of Occupancy and Order to Vacate* to Mark Koran at 35853 Lincoln Road, North Branch, MN 55056. *NO NOTICE ISSENT TO THE RECORD OWNER OF THE PROPERTY, THOMAS HOMES, INC.* (See Exhibit "U")
- 11-20-2013 Thomas Homes, Inc. files a Notice of Appeal at the Office of the City Clerk for Saint Paul, a hearing is scheduled for December 3, 2013. (See Exhibit "V")

STATE OF MINNESOTA

DISTRICT COURT SECOND JUDICIAL DISTRICT

15 W Kellogg Blvd Room #900
St Paul MN 55102
(651) 266-8180
fax: (651) 266-8178



August 28, 2013

Tom Ragatz
Asst. County Attorney
50 W. Kellogg Blvd., Suite 350
Saint Paul, MN 55102

Lori Swanson
Attorney General
102 State Capitol
Saint Paul, MN 55155

State Public Defender's Office
540 Fairview Avenue
Suite 300
Saint Paul, MN 55104

State of Minnesota

vs.

James Gilbert Sampson

District Court File Number 62-CR-13-2707

To Whom It May Concern:

Pursuant to M.S.A. § 590.02 we are forwarding a copy of the Petition for Post-Conviction Relief – Motion for Modification of Court Order Pursuant to Minn. Stat. 629.75 , which was filed in the District Court on August 27, 2013.

Sincerely,

Criminal Division

cc:

The Honorable George T. Stephenson

James Gilbert Sampson
215 Sherburne Ave
Apt #1
St Paul Mn 55103

(A)

FILED

STATE OF MINNESOTA

DISTRICT COURT

SECOND JUDICIAL DISTRICT

2013 AUG 27 PM 12:48

State of Minnesota,

Plaintiff,

v.

Court File Number: 62-CR-13-2707

MOTION FOR MODIFICATION OF COURT ORDER PURSUANT TO MINN. STAT. §629.75

James Gilbert Sampson

Defendant.

CERTIFICATE OF SERVICE

To: Clerk of Court of Ramsey County
Ramsey County Court House
St. Paul, MN 55101

Karen Sue Sampson
2957 North Street
North Branch, MN 55032

Office of the Ramsey County Attorney
Ramsey County Court House
St. Paul, MN 55101

Starr Johnson, Clerk
215 Sherburne Avenue
St. Paul, MN 55103

Please take Notice:

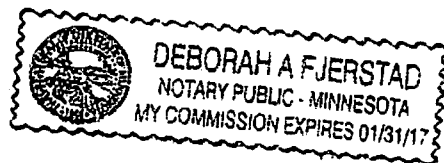
That James G. Sampson, the defendant in the above captioned matter hereby certifies that he has filed a MOTION FOR MODIFICATION OF COURT ORDER PURSUANT TO MINN. STAT. §629.75 together with attached Affidavits I and II in the Office of the Clerk of Court Ramsey County, Minnesota and has served the above named individuals by depositing copies of same in the United States Mail, postage, prepaid this ___ day of August 2013. In the case of Karen Sue Sampson, service has been made by personal delivery. Such acceptance by party to be filed with the Clerk of Court upon receipt

IN WITNESS WHEREOF, Defendant James G. Sampson sets his hands and seal this ___ day of August, 2013

James G. Sampson
James G. Sampson

Subscribed and sworn to before me, a notary this 27 day of August, 2013

Deborah A. Fjerstad
Notary public
My commission expires: 01-31-17



FILED

STATE OF MINNESOTA

DISTRICT COURT

SECOND JUDICIAL DISTRICT

2013 AUG 27 PM 12:49

State of Minnesota,

RAMSEY DISTRICT COURT

Plaintiff,

v.

Court File Number: 62-CR-13-2707

**MOTION FOR MODIFICATION OF
COURT ORDER PURSUANT TO
MINN. STAT. §629.75**

James Gilbert Sampson

Defendant.

NOW COMES JAMES GILBERT SAMPSON, pro se', the defendant in the above entitled matter and moves this court for a Modification of a Court Order pursuant to Minn. Stat. §629.75 dated August 1, 2013. In support of his motion defendant state the following.

Background of the Case

Following an altercation between James and Karen Sampson, husband and wife, in connection with the disbursement of rental income from the couple's duplex at 215 Sherburne Avenue, St. Paul, Minnesota, defendant was arrested by the St. Paul, Minnesota Police Department in connection with alleged conduct that would place a person in reasonable fear of bodily injury. On or about June 12, 2013 defendant entered a plea of guilty to this offence and was sentenced to serve a term of Probation. Among the terms of the probation was that defendant was prohibited from having any contact with his estranged wife, Karen Sue Sampson. (Exhibit "A")

Defendant's home is currently facing a foreclosure action for non-payment of property taxes in the approximate amount of \$15,000. Efforts by the defendant to attempt to sell the property have been frustrated by the fact that Karen Sampson is completely unwilling to cooperate in any way to facilitate this sale. Defendant has been offered the assistance of an Advocate to assist him in the disposing of the property. The Advocate is unable to provide assistance or service to defendant in the absence of intervention by this court. (Please see Affidavit "A")

Defendant respectfully request that this Court address the non-compliance on the part of Karen as further demonstrated by the Affidavits Me & II, attached and made a part of this Motion.

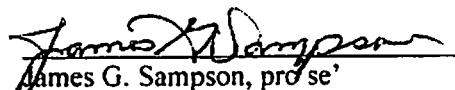
Summary

As suggested by the Affidavits and corresponding exhibits actions and/or inactions by Karen Sampson have devastated the value of the property at 21 Sherburne. By way of example, had at least two (2) of the rental checks been applied to the property tax since the inception of the November 2008 mortgage, there would be no problem existing today. Clearly, the reason for the pending and very likely successful mortgage foreclosure action is a misappropriation of funds by Karen Sampson. Even to this date, Karen exhibits vindictiveness and refuses to even meet with advocates attempting to find an answer to a difficult problem.

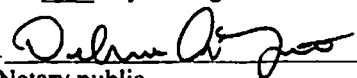
For the reasons stated above, defendant respectfully requests that this court:

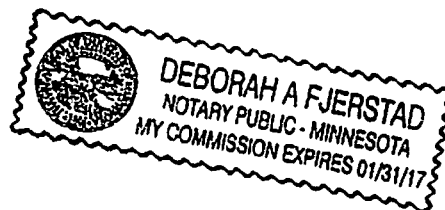
1. Declare the Order of the court dated August 1, 2013 as null and void; and,
2. Appoint a temporary trustee to take immediate steps to deal with the issues as set forth in Affidavit II provided that this plan shall be filed, in particularity, with this court including sufficient surety for Trustee.
3. Order that Karen Sue Sampson must cooperate with the courts temporary trustee and his successor in an attempt to resolve matters with current lenders or in the alternative liquidate the property in question.
4. Order that if Karen Sue Sampson continues to frustrate the efforts of the appointed temporary trustee or his successors, that she will be arrested and brought before this court to answer trustee's allegations.

Respectfully submitted,


James G. Sampson, pro se
215 Sherburne Avenue
Saint Paul, MN 55103

Subscribed and sworn to before me, a notary
this 27th day of August, 2013


Notary public
My commission expires: 01-31-17



FILED

STATE OF MINNESOTA

DISTRICT COURT
2013 AUG 27 PM 12:49

SECOND JUDICIAL DISTRICT

State of Minnesota,

RAMSEY DISTRICT COURT

Plaintiff,

v.

Court File Number: 62-CR-13-2707

AFFIDAVIT

James Gilbert Sampson

Defendant.

NOW COMES CINDY KORAN, being first duly sworn upon oath, who states that she is the daughter of James G. Sampson, the defendant in the above captioned matter, that she has attempted to comply with this court's order court in the above captioned matter in relevant part to wit: that your affiant was to act as a facilitator in behalf of James Sampson and his wife Karen Sampson in connection with the disposition of certain property consisting of a duplex located at 215 Sherburne Avenue, St. Paul, MN 55130; and, that she is the Affiant herein.

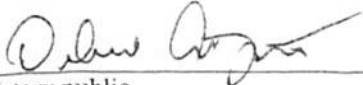
1. That your affiant was contacted by an advocate for affiant's father who had offered his assistance in setting up a meeting to be attended by the advocate, your affiant and Karen Sampson to discuss a plan of action in connection with a pending foreclosure action in regarding the duplex at 215 Sherburne Avenue, St. Paul, MN; and,
2. That your affiant attempted to arrange such a meeting in North Branch, Minnesota; and,
3. That in a conversation between your affiant and Karen Sampson, Karen unequivocally stated that she would attend no meetings whatsoever and Karen further posited that it was her wish that James end up living on the "streets"; and,
4. That proceeds of rental income in the amount of \$700 per month have been paid on or about the first day of each month by the current tenant occupying the upper unit of the duplex at 215 Sherburne directly to Karen Sampson; and,
5. That although your affiant is unaware of the disposition of rental proceeds, following a review of records of the Ramsey County property taxing authority, it is clear that no property taxes have been paid by either James G. Sampson nor Karen Sampson since the inception of a mortgage dated November, 2008; and,

6. That based upon discussions with her father, your affiant has learned that two men have been residing in part of the first floor of this duplex since approximately June 1, 2013, in accordance with a verbal rental agreement that they pay the sum of \$200 each, per month; and,
7. That despite the fact that the above individuals are gainfully employed your affiant understands that no rent has been paid by either of these "tenants" thus far; and,
8. That based upon further information, the current loan facilitator Reverse Mortgage Services has been required to pay approximately \$15,000 in property taxes in connection with 215 Sherburne Avenue since November 2008; and,
9. That this amount has been added to the mortgage balance which appears to be approximately \$130,000; and,
10. That the delinquency in the approximate amount of \$15,000 caused by the failure of the mortgagors to pay property taxes appears to constitute a default in the terms of the Mortgage Agreement; and,
11. That not only are there financial short falls, but a recent review by an independent real estate broker revealed the property is in considerable dis-repair, below the minimum requirements of the code of the City of Saint Paul, and could be ruled in-habitable; and,
12. That based upon this independent analysis the appraised valuation was believed to be less than \$80,000, provided that approximately \$20,000 would be spent in bringing the property to code and marketable condition.
13. That based upon this an independent appraiser has suggested that the value of the property in its present condition would be less than \$60,000.
14. That based on information and belief it appears that on or about August 30, 2013, the security interest in 215 Sherburne will be the subject of an action in foreclosure citing, among other matters that the current mortgagors are committing further waste upon the property.

FURTHER YOUR AFFIANT SAYETH NAUGHT.

Cindy Koran

Subscribed and sworn to before me, a notary
this 26th day of August, 2013



Notary public
My commission expires: 1-31-17



2013 AUG 27 PM 12:49

RAMSEY DISTRICT COURT

State of Minnesota,

Plaintiff,

v.

Court File Number: 62-CR-13-2707

AFFIDAVIT

James Gilbert Sampson

Defendant.

THOMAS J. MCMANUS, being first duly sworn upon oath states that since August 10, 201 he has been acting in the capacity of an adequate for James. G. Sampson, the defendant in the above captioned matter and that he is the Affiant herein.

1. That your affiant has been requested by the Minnesota Assistance Council for Veterans (MACV) to assist James G. Sampson in obtaining information as to status and possible courses of action in connection with a residential duplex owned by James and Karen Sampson which is in significant default; and,

2. That in the course of his efforts to assist Mr. Sampson, your affiant has learned certain facts; made certain conclusions and recommended certain courses of action all as set forth in a Memo to Mr. Swanson, dated August 15, 2013 which is incorporated by reference hereto. (Exhibit "C")

3. That your affiant believes that it will be necessary to immediately appoint a "temporary trustee" in order that exigent circumstances are dealt with at once.

FURTHER YOUR AFFIANT SAYATH NAUGHT

Dated: August 26, 2013

Thomas McManus

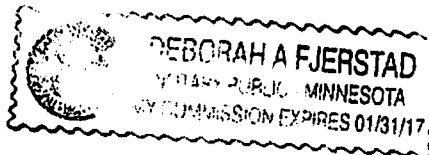
Thomas McManus

Subscribed and sworn to before me, a notary this 27th day of August, 2013

Deborah A Fjerstad

Notary public

My commission expires: 1.31.17



6200
1400

Affidavit Exhibit "AF"

To: James G. Sampson
215 /Sherburne Avenue
Saint Paul, MN 55103

From: Thomas McManus
2006 Valley Creek Office Centre
1687 Wood Lane Drive
Woodbury, MN 55025
Tel: 612-570-091

Date: August 20, 2013

Subject: Status of Mortgage at 215 Sherburne Ave
Saint Paul, MN 55103

Please accept this memo as our report in connection with your advocacy appointment

Background Information

On or about November 4, 2008, you and your wife Karen Sue Sampson (as borrowers) executed a promissory note in the principle amount of \$240,000. This note was secured by mortgage of even date in favor of:

World Alliance Financial Corporation,
3 Huntington Quadrangle, Suite 201N,
Melville, NY 11747 (as Lender")

under the terms of a Home Equity Conversion Loan Agreement also dated November 4, 2008. Concurrent with the execution of this document, the interest of World Alliance Financial Corporation was transferred to the Secretary of Housing and Urban Development, 451 Seventh Street, Washington, DC 20410. (Exhibit "AF-A")

This loan is commonly referred to as a "Reverse Mortgage". One of the obligations in connection with the Reverse Mortgage may be that borrower is obligated to pay property taxes. Ramsey County Property Records & Revenue indicate that no property taxes were paid since the loan was obtained. (Exhibit "AF-B")

I have had conversations with the current facilitator of the debt:

Reverse Mortgage solutions; Inc.
5010 Linbar Drive, Suite 100,
Nashville, TN 37211.

It is my understanding that they intend to commence a foreclosure action as of August 30, 2013. In a conversation with this organization I learned of confidential circumstances surrounding the matter. One of these is that you and your wife have previously made arrangements to cure your default, none of which have materialized. The facilitator is unwilling to listen to any more proposals which it views as just a delay tactic. (Exhibit "AF-C")

I understand that you are under a form of courts supervision that includes a Court Order that prohibits you from even speaking to your wife Karen and that all communications must be through your daughter, Cindy Koran and then, for the sole purpose of disposing of the jointly-owned property at 215 Sherburne Avenue in St. Paul. (Exhibit "AF-D")

You have led me to believe that at one time your wife Karen "handled" all the financial affairs. If this be the case it should be disconcerting to you that despite the clear and un-contradicted language of the mortgage as to the payment responsibility for property taxes, she has paid none.

I understand that your wife comes to 215 Sherburne Avenue and orders that the current tenant personally hand over a check in the approximate amount of \$700.00 which is the monthly rent for the upper level of the duplex. (Affidavit I)

That notwithstanding that your wife has received approximately \$16,800 in rental payments she has failed to make a single payment on the outstanding tax liability. (Exhibit "Af-E")

In a conversation with your daughter Cindy I requested that she contact Karen to see if she would be willing to come to a meeting in North Branch, Minnesota in order that she could be apprised of the current situation and the imminent foreclosure process. Cindy reported to me that Karen said she would come to no meetings whatsoever with anyone and Karen further emphasized that she hoped that Jim (James Sampson) would soon be living on the streets. (Affidavit I)

On August 22, 2013 you were diagnosed with in-operable cancer. Physicians at Health East St. Joseph Hospital, St. Paul, MN have Ordered that upon discharge from your current hospital stay you are placed in a Temporary Care Unit for therapy and in order that you regain some strength prior to chemotherapy treatment. I expressed concern to you as to duplex status itself including but not by way of limitation:

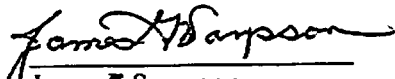
1. Two employed occupants on the first floor who have paid no rent since they began living there in June, 2013. Each of them currently owe \$600 - a total of \$1200 and despite receiving pay check have given no indication that they intend to pay any rent whatsoever.
2. The care and control of the building during your hospital stay, TCU period (approximately 20-days) and during Chemotherapy; and,
3. The concern for the upstairs tenant, the tenant's rent payment; and the general maintenance of the tenant's tenancy itself.
3. The general care and security of the duplex itself.

These are daunting circumstances and each will require immediate attention. I have obtained considerable documentation – previously lost or unavailable – and have pieced together a proposed plan of action. Indeed, the circumstances are complex and difficult, if not impossible to resolve. Obviously, the refusal by Karen to cooperate in any way will cause the house of cards to come down if there is no commanding intervention. It appears that the court action may be the best course.

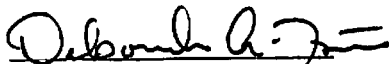
Suggested Plan of Action

1. TIME IS OF THE ESSENCE. Your medical circumstances and the crisis with the lending institution are exigent circumstances that must be attended to at once. You need and almost immediate appointment of a Trustee to handle the affairs of the property at 215 Sherburne. If there is no plan pro-offered to the Lender by August 30, 2013, I am confident a foreclosure action will ensue. As I am familiar with the nuances of this deal I could act as a *temporary trustee* if the court would so order. My capacity would be that of an overseer and, upon review of yourself and the court, make the necessary decisions that are pending.
2. It is also my view that you should seek an Order from the District Court Judge commanding that Karen cooperate with the appointed trustee; and further if Karen continues her disruptive activity – or non action, that the court shall find her in contempt and order her to be arrested and brought into court to answer to these allegations.
3. I have drafted a pro se' motion that you should consider filing with the court at once. This Motion requests the District Court to Order certain things that, absent such orders will continue to run amuck. If you agree I will attempt to "serve" the parties tomorrow (Tuesday-August 27, 2013) and try to speak to the court as to the exigent circumstances and the need for an expedited hearing or temporary injunctive order.
4. If you agree with the Plan of Action, I request that you so designate this at the bottom of this page.

I, James G. Sampson, have read the above report and hereby agree that I will cooperate and execute necessary documents as required to implement this plan of action.


James G. Sampson

Dated August ~~14~~ 27 2013


Witness

1

Document# 4126738
Recorded 11/12/2008 0900
County Recorder, Ramsey County, MN
Mortgage Registration Tax Paid 576.00 11/12/2008
2.1.4 413178

Space Above This Line For Recording Data

State of Minnesota

FHA Case Number: 271-9697749-952
Loan Number: 3000021765

**ADJUSTABLE RATE
HOME EQUITY CONVERSION MORTGAGE**

Return to RECORDING 110129
Paradise Settlement Services
401 E. Corporate Drive, Ste #290
Lewisville, Texas 75057

This Instrument Was Drafted By: *Kelly Syman*
World Alliance Financial Corp.
3 Huntington Quadrangle, Suite 201N
Melville, NY 11747

Send Tax Statement To: _____

MORTGAGE REGISTRATION TAX AMOUNT: \$240,000
(Expected total disbursements minus interest, MIP and lender service fees.)

THIS MORTGAGE ("Security Instrument") is given on November 04, 2008 ("Date"). The mortgagor is: JAMES G. SAMPSON AND KAREN SUE SAMPSON, HUSBAND AND WIFE whose address is: 215 SHERBURNE AVENUE, SAINT PAUL, MN 55103 ("Borrower"). This Security Instrument is given to: World Alliance Financial Corp which is organized and existing under the laws of THE STATE OF NEW YORK, and whose address is: 3 Huntington Quadrangle, Suite 201N, Melville, NY 11747 ("Lender"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest at a rate subject to adjustment, and all renewals, extensions and modifications of the Note, up to a maximum principal amount of TWO HUNDRED FORTY THOUSAND AND NO/100 (U.S. \$240,000.00); (b) the payment of all other sums, with interest, advanced under paragraph 5 to protect the security of this Security



Mortgage Cadence, Inc. © 0224 07/07

(1 of 10)



Minnesota Mortgage HECM ADJUSTABLE RATE

1-14

2

H

Document# 4126739
Recorded 11/12/2008 0900
County Recorder, Ramsey County, MN
Mortgage Registration Tax Paid EXEMPT 11/12/2008
2.1.4 413178

Space Above This Line For Recording Data

State of Minnesota

FHA Case Number: 271-9697749-952
Loan Number: 3000021765

**ADJUSTABLE RATE
HOME EQUITY CONVERSION SECOND MORTGAGE**

return to RECORDING 1102a
Paradise Settlement Services
401 E. Corporate Drive, Ste #290
Lewisville, Texas 75057

This Instrument Was Drafted By: *Kelley Synan*
World Alliance Financial Corp.
3 Huntington Quadrangle, Suite 201N
Melville, NY 11747

Send Tax Statements To: _____

MORTGAGE REGISTRATION TAX AMOUNT: \$ NO MRT DUE
(Exempt - mortgage to Federal Government)

THIS MORTGAGE ("Security Instrument" or "Second Security Instrument") is given on **November 04, 2008** ("Date"). The mortgagor is **JAMES G. SAMPSON AND KAREN SUE SAMPSON, HUSBAND AND WIFE** whose address is **215 SHERBURNE AVENUE, SAINT PAUL, MN 55103** ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, whose address is **451 Seventh Street, SW, Washington, DC 20410** ("Lender" or "Secretary"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Second Note, with interest at a rate subject to adjustment, and all renewals, extensions and modifications of the Second Note, up to a maximum principal amount of **TWO HUNDRED FORTY THOUSAND AND NO/100 Dollars (U.S. \$240,000.00)**; (b) the payment of all other sums, with interest, advanced under paragraph 5 to protect the security of this Security Instrument or



Mortgage Cadence, Inc. © - 0275 (07/07)



Minnesota Second Mortgage - HECM ADJUSTABLE RATE

(1 of 10)

1-14

ANNUAL DISCLOSURE NOTICE TO MORTGAGOR
REGARDING PREPAYMENT

Mortgagor: JAMES G SAMPSON Date: January 28, 2011
Property Address: 215 SHERBURNE AVENUE, Loan Number: 3000021765
SAINT PAUL, MN 55103 FHA Case Number: 2719697749

This notice is to advise you of requirements that must be followed to accomplish a prepayment of your mortgage and to advise you of requirements you must fulfill upon prepayment to prevent accrual of any interest after the date of prepayment.

The amount listed below is the amount outstanding on your loan for prepayment of the indebtedness due under your mortgage loan. This amount is good through 02/25/2011. The amount provided is subject to further accounting adjustments. Also, any partial repayments received or advances made by us before the expiration of the good through date will change the prepayment amount.

\$ \$104,296.69

You may prepay any or all of the outstanding indebtedness due under your mortgage at any time, without penalty. However, to avoid the accrual of interest on any prepayment after the date of the prepayment, be sure the prepayment includes interest and finance charges through the date the prepayment is received in our office. **NOTE:** Otherwise, you may be required to pay interest on the amount prepaid through the date the prepayment is received. If you have any questions regarding this notice, please call our Customer Service Department at the telephone number listed at the bottom of this page. Prepayment or Payoff amount is subject to change – please contact our office to reconfirm prior to remitting funds.

This notice does not require any action by you, it is only to inform you of the amount to prepay or payoff your loan, if you so desire as required under HUD Handbook 4330.1 REV-5.

RMS, Inc.
Mortgagee

MORTGAGEE CONTACT PERSON:

In compliance with the Department of Housing and Urban Development regulations (HUD) for FHA Insured Mortgages RMS, Inc. must provide you with the name of a contact person, who is knowledgeable about servicing reverse mortgages. In order to comply with this regulation RMS, Inc. is providing you the name of Nancy Smith, who you may contact by calling our Customer Service department at the telephone number located at the bottom of this page (or) you may email us at customerservice@myrmloan.com. Please be advised that all of our customer service personnel who answer the telephone will be able to help you with your inquiry.

State of Minnesota vs JAMES GILBERT
 SAMPSON

ORDER

WARRANT OF COMMITMENT

Case Number: 62-CR-13-2707

CURRENT DEFENDANT INFORMATION			
Known Address:	215 SHERBURNE AVE 1 ST PAUL, MN 55103	Correspondence Address:	215 SHERBURNE AVE 1 ST PAUL, MN 55103
Phone Number:	(H) 651-797-3679	Sex:	Male
		DOB:	04/12/1941
		SID:	MN 07565679

CASE CHARGES				
Ct	Statute	Type	Description	Disposition
1	609.72.1	Charging	Disorderly Conduct	Convicted

TERMS OF DISPOSITION OR SENTENCE: COUNT 1				
Level of Sentence:	Misdemeanor Sentence is a stay of imposition pursuant to M.S. 609.135.			
Date Pronounced:	August 01, 2013			
Offense Information				
Ct	Offense Date	Statute	Description	Offense Disposition
1	04/18/2013	609.72.1	Disorderly Conduct	Convicted
	MOC at Filing	GOC	Controlling Agency	Controlling No.
			St. Paul Police Department	13075723

Sentence Details

Local Confinement

Defendant is sentenced to 7 days in the Ramsey County Correctional Facility. Defendant is to serve 7 days. Credit for time served amount is 7 days.

Status: Active

Status Date: 08/01/2013

Probation - Adult

Defendant is placed on Supervised probation for 1 year, monitored by Ramsey County Community Corrections.

Start Date: 08/01/2013

Discharge Date: 08/01/2014

Status: Active

Status Date: 08/01/2013

Fees

Sentence includes a \$1.00 fine.

Law Library Fees	\$5.00		
St. Paul Fines 2/3	\$1.00		
Ramsey County Surcharge	\$1.00		
Crim/Traffic Surcharge (once per case)	\$75.00		
Public Defender Co-Payment	\$75.00		(waived)
Subtotal	\$82.00	Due	08/31/2013

Conditions - Adult

Defendant is placed under the following conditions:

Condition	Location	Amt	Effective	End
Remain law-abiding			08/01/2013	
No misdemeanor violations or greater			08/01/2013	
No contact with victim(s) Unless through their daughter, Cindy Koran, in regard to disposing of the house.			08/01/2013	
No alcohol/controlled substance use			08/01/2013	
No non-prescription drugs			08/01/2013	
Random testing			08/01/2013	
Any Programs per Probation Officer for chemical health issues or mental health issues.			08/01/2013	
Domestic abuse counseling/treatment and/or Anger management per Po.			08/01/2013	
No drug-related or alcohol-related offenses.			08/01/2013	
Stay of Imposition - Vacate and Dismiss			08/01/2013	

GRAND TOTALS

Date of Sentence: 08/01/2013

Due Date: 08/31/2013

Original Amount: \$82.00

The court may refer this case for collection if you fail to make a payment, and collection costs will be added. You have the right to contest a referral for collection based on inability to pay by requesting a hearing no later than the due date. M.S. §§ 480.15, subd. 10c; 609.104

CREDIT TIME SERVED

Count 1: 7 days

SIGNATURE

Judge George Stephenson

Sentence pronounced on 08/01/2013 by District Court Judge

Court Administrator: Karen Mareck

651-266-8180

If you have questions regarding the terms of your sentence or disposition, please contact your attorney, PAULA A COALE 651-426-6785, your probation agent or court administrator.

CRIMINAL DOMESTIC ABUSE NO CONTACT ORDER

MINN. STAT. § 629.75 (Pretrial Order)

~~Amended~~ Order
State of Minnesota
Ramsey County

FILED
2013 JUN 12 AM 11:56

District Court
Second District

Court File Number: 62-CR-13-2707

Case Type: Crim/Traf Mandatory

RAMSEY DISTRICT COURT

State of Minnesota vs JAMES GILBERT
SAMPSON

Defendant: JAMES GILBERT SAMPSON, Male, 04/12/1941

Protected Person:	Gender	D.O.B.
Karen Sue Sampson	Female	11/16/1942

THE COURT FINDS:

That it has jurisdiction over the parties and subject matter, and the Defendant has been or will be provided with reasonable notice and opportunity to be heard.

THE COURT ORDERS:

You are ordered to have no contact directly, indirectly or through others, in person, by telephone, in writing, electronically or by any other means with the protected person(s) named above.

You may not go to the following location(s) or wherever the victim resides.

- Except with a police escort to recover prescription medications, personal clothing and toiletries.
- Other: The Defendant may now live in the home, 215 Sherburne Ave. St. Paul, 55117. The protected party has moved out of the home.

You are also restrained from harassing, stalking, or threatening the protected person(s), or engaging in other conduct that would place the protected person(s) in reasonable fear of bodily injury to that person; and You are prohibited from the use, attempted use, or threatened use of physical force against the protected person(s) that would reasonably be expected to cause bodily injury.

THIS ORDER WILL REMAIN IN EFFECT UNTIL DISPOSITION OF THE CASE OR UNTIL FURTHER ORDER OR MODIFICATION

WARNINGS TO DEFENDANT:

This order is entitled to full faith and credit and shall be enforced anywhere in the U.S. including Tribal Lands (18 U.S.C. § 2265). Crossing state, territorial, or tribal boundaries to violate this order may result in federal imprisonment (18 U.S.C. § 2262).

Federal law prohibits shipping, transporting, possessing or receiving firearms or ammunition while this order is in effect and upon conviction of a crime of domestic violence. 18 U.S.C. § 922(g)(8),(9).

This order applies regardless of whether you are in jail or at the courthouse for a court appearance.

Compliance with this Order is a condition of your release and is in addition to any other conditions of release that may be imposed. Your release status may be revoked if you violate any aspect of this Order.

A violation of this order is a crime and may cause you to be arrested and subject to possible further criminal charges.

DATED: June 11, 2013

JUDGE OF DISTRICT COURT

Defendant served on June 11, 2013 (date) By: (Initials) COURT STAFF JAIL STAFF



Community Corrections Department
ADULT SERVICES DIVISION

121 7th Place East, Suite 1200
St. Paul, MN 55101 • Tel: (651) 266-2300 • Fax: (651) 266-2383

Andrew Erickson, Deputy Director
John Menke, Assistant Director

Branch Offices:
Community Services
DWI
Domestic Abuse
Minnehaha
Central
Spruce Tree North
Spruce Tree South
Spruce Tree East
Spruce Tree West

June 12, 2013

James Gilbert Sampson
C/O Union Gospel Mission
435 University Ave E
St Paul, MN 55101

Dear James Gilbert Sampson:

On 6/3/2013 Judge George Stephenson ordered a pre-sentence investigation regarding your conviction for Disorderly Conduct () 609.72.1. You will need to make yourself available for an interview in our office (121 7th Place E, St Paul, MN) on Wednesday, June 19, 2013 at 11:00 am. This is a requirement being made of you by the Court in order to determine your sentence on 8/1/2013.

If you have any questions or concerns regarding this appointment, call me at (651) 266-2360. Please do not bring children to this interview.

Sincerely,

Robert Barringer
Probation Officer

July 3 - 10:00 AM

DIRECTIONS to Corrections' Office:

Located on 1st floor of blue building (Metro Square) on corner of 7th Street and Jackson, St Paul

Front door is on southwest corner

Come to County Corrections, Suite 1200

Handwritten notes:
ARRP 8110-06
1-8-000-06
12/20/04

CRIMINAL DOMESTIC ABUSE NO CONTACT ORDER

Minn. Stat. § 629.75 ("Probationary" Order)

Amended Order

State of Minnesota

District Court

County: Ramsey	Judicial District: SECOND JUDICIAL DISTRICT
	Court File Number: 62-CR-13-2707
	CN#: 13075723
	Case Type: Criminal

State of Minnesota

vs.

Defendant

Defendant Identifiers

James Gilbert Sampson	Gender: <input type="checkbox"/> Female <input checked="" type="checkbox"/> Male	DOB: 4/12/1941
First Middle Last		

Protected Person(s)

Protected Person(s) Identifiers

Karen Sue Sampson	Gender: <input checked="" type="checkbox"/> Female <input type="checkbox"/> Male	DOB: 11/16/1942
First Middle Last		

Gender: Female Male DOB:

Gender: Female Male DOB:

THE COURT FINDS:

That it has jurisdiction over the parties and subject matter, and the Defendant has been or will be provided with reasonable notice and opportunity to be heard.

THE COURT ORDERS:

You are ordered to have no contact directly, indirectly or through others, in person, by telephone, in writing, electronically or by any other means with the protected person(s) named above.

You may not go to the following location(s): _____ or wherever the protected person resides.

Except with a police escort to recover prescription medications, personal clothing and toiletries.

Other: *except through Cindy Koran and solely for the purpose of disposing of the jointly-owned property at 215 Sherburne Avenue in St. Paul*

You are also restrained from harassing, stalking, or threatening the protected person(s), or engaging in other conduct that would place the protected person(s) in reasonable fear of bodily injury to that person; and You are prohibited from the use, attempted use, or threatened use of physical force against the protected person(s) that would reasonably be expected to cause bodily injury.

THIS ORDER WILL REMAIN IN EFFECT UNTIL:

DATE: _____ or FURTHER ORDER OR MODIFICATION.

WARNINGS TO DEFENDANT:

This order is entitled to full faith and credit and shall be enforced anywhere in the U.S. including Tribal Lands (18 U.S.C. § 2265). Crossing state, territorial, or tribal boundaries to violate this order may result in federal imprisonment (18 U.S.C. § 2262).

Federal law prohibits shipping, transporting, possessing or receiving firearms or ammunition while this order is in effect and upon conviction of a crime of domestic violence. 18 U.S.C. § 922(g)(8),(9).

This order replaces any prior no contact order issued in this case.

Compliance with this Order is a condition of your probation or stay and is in addition to any other conditions that may be imposed. Your probation /stay may be revoked if you violate any aspect of this Order.

A violation of this order is a crime and may cause you to be arrested and subject to further criminal charges.

DATED: 8-1-13

6203
JUDGE OF DISTRICT COURT

Defendant served on 8-1-13 (date) By: 6203 (Initials) COURT STAFF JAIL STAFF

STATE OF MINNESOTA
COUNTY OF RAMSEY

DISTRICT COURT
SECOND JUDICIAL DISTRICT
COURT FILE #: 62-CR-13-2707
PROBATION ORDER

STATE OF MINNESOTA

VS

James Gilbert Sampson, Defendant
DOB: 4/12/1941

PROBATION AGREEMENT

You, James Gilbert Sampson, appeared on 6/3/2013 before The Honorable George T. Stephenson, Judge of District Court, and pled guilty to the crime of Disorderly Conduct () 609.72.1. On 8/1/2013, imposition of sentence was stayed and you were placed on probation to the Ramsey County Community Corrections Department for one year. Expiration of said probation is scheduled to occur on 8/1/2014.

GENERAL CONDITIONS OF PROBATION

1. I will follow my probation officer's directions about personally reporting, and/or attending individual meetings, group reporting or group education.
2. I will be truthful with my Probation Officer in all matters, and will reply promptly to any communication from my Probation Officer.
3. I will obey all Federal, State and local laws, and any orders of the Court (e.g.: Child Support).
4. I will immediately report any arrest to my Probation Officer.
5. I will keep my Probation Officer informed of my residence and employment and will make no change in either without the knowledge and consent of my Probation Officer.
6. I will abide by my Probation Officer's instructions in the use of mood altering substances, including alcohol.
7. I will not possess or use any other drugs without a doctor's prescription and I will submit to chemical assessment, drug testing and/or breathalyzer testing on demand.
8. I will not leave the State of Minnesota without the consent of my Probation Officer.
9. I understand that a person on probation for any felony offense may not own, possess or use any firearm. Additionally, State and Federal laws prohibit the possession or use of firearms by persons with convictions for specific crimes (see E. on the next page).
10. I will comply strictly with any additional requirements that may be imposed by the Court or my Probation Officer, including the following special conditions:

SPECIAL CONDITIONS OF PROBATION

1. Receive credit for 7 days served.
2. Pay a \$1 fine plus fees.
3. Comply with any counseling/programming (regarding chemical or mental health issues) per Probation Officer.
4. Comply with domestic abuse/anger management counseling and/or treatment per Probation Officer.
5. Abstain from all alcohol, controlled substance use and non-prescription drugs.
6. Submit to random urinalysis/Breathalyzer testing per Probation Officer.
7. Have no contact with the victim, Karen Sue Sampson, and/or wherever she may reside.
8. Have no drug or alcohol-related offenses.
9. Have no misdemeanor or greater violations.
10. Comply with the general conditions of probation; remain law-abiding.

I have read this Probation Agreement and understand that if I violate any condition, a probation revocation hearing may be held.

I do hereby waive extradition to the State of Minnesota from any jurisdiction in or outside the United States where I may be found and also agree that I will not contest any further effort by any jurisdiction to return me to the State of Minnesota.

- I have read and explained this agreement to the subject.
 I have read and explained this agreement to the subject with the assistance of an interpreter.

Probation Officer [Signature] Probationer James Sampson
 Dated this 16th day of Aug, 2013

SUPERVISION OBLIGATIONS AND RESPONSIBILITIES

A. My person, place and personal property may be subject to search by my supervising agent or an agent of the Community Corrections Department, if the officer or agent has reasonable suspicion that such a search would produce evidence that I have engaged in criminal activity or other violation of my supervision.

B. My supervising agent has the authority to place me in custody at any time, and to begin revocation proceedings if I am alleged to be in violation of any supervision conditions.

C. A person convicted of a felony loses the following rights: to register to vote in any election, to vote in any election, to hold elected office, or to serve on a jury until discharged from the sentence, including all terms of felony probation, supervised release, and prison associated with that sentence.

D. Persons with criminal convictions may be restricted from certain jobs, such as those licensed by the Department of Human Services. An apartment owner may refuse to rent to a person with a felony conviction.

E. An adult convicted of any felony offense, or who has been adjudicated delinquent as a juvenile, may not own, possess, or use any firearm (or tear gas). Additionally, state and federal laws prohibit the possession or use of firearms by any person who has been:

- Convicted of a "crime of violence" which includes all crimes against person, and many other crimes.
- Convicted of using a firearm in an assault of a family or household member.
- Convicted of harassing or stalking while using a firearm (pistols are prohibited; all firearms may be prohibited by court order).
- Ordered, after a hearing, not to harass, stalk or threaten a domestic partner or child.
- Convicted of a misdemeanor or gross misdemeanor drug offense.
- Convicted of a repeat assault (applies to possession of a pistol only).
- Hospitalized or committed for treatment of chemical dependency, unless the person has a certificate from a medical doctor or other proof of two years' free of chemical abuse.
- Committed to a treatment facility in Minnesota or elsewhere as a person who is mentally ill, developmentally disabled, or mentally ill and dangerous to the public, as defined in section 253B.02, unless the person has a certificate or other proof that he or she is no longer suffering from this disability.

A person convicted of a felony crime of violence is not restored to the right to possess, use, receive, ship or transport firearms for life.

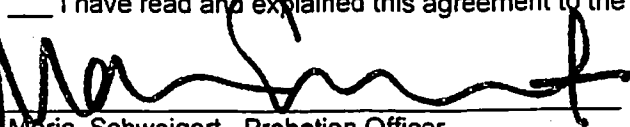
A person convicted of a non-felony crime of violence is not restored to the right to possess, use, receive, ship or transport firearms until three years from the date of conviction.

I have read the above supervision obligations and responsibilities and have had the opportunity to discuss them with my supervising agent.


James Gilbert Sampson, Probationer

I have read and explained this agreement to the subject.

I have read and explained this agreement to the subject with the assistance of an interpreter.


Maria Schweigert, Probation Officer

Dated this 16th day of Aug, 2013.

Monthly Statement

09436
JAMES SAMPSON & KAREN SAMPSON
215 SHERBURNE AVENUE
SAINT PAUL, MN 55103

***** THIS IS NOT A BILL *****

Account Information

Pay Plan Type:	Line of Credit
Funded Date:	11/10/2008
Loan #:	3000021765
Borrower:	JAMES G SAMPSON
Property:	215 SHERBURNE AVENUE SAINT PAUL, MN 55103

Credit Line Set Aside Information

Original Credit Line:	\$0.00
Current Gross Credit Line:	\$0.00
Unsch. Credit Line Disb. Bal. (-):	\$0.00
Net Credit Line Set Aside (=):	\$0.00

* Modified Term or Modified Tenure only

Interest Rates

Interest Rate Type:	Monthly (1-Mth LIBOR)			
Month	Index	Margin	Int. Rate	(Index+Margin)
July:	0.193%	1.500%	1.693%	
August:	0.195%	1.500%	1.695%	
September	(**) 0.186%	1.500%	1.686%	

Principal Limit Information

Original Principal Limit	\$102,720.00
Current Principal Limit:	\$115,039.13
Loan Balance (-):	\$119,402.72
Servicing Fee Set Aside (-):	\$4,900.31
Repair Set Aside (-):	\$0.00
First Year Set Aside (-):	\$0.00
Credit Line Set Aside (-):	\$0.00
Net Principal Limit (=):	(\$9,263.90)

Your Reverse Mortgage loan has a variable-rate feature; the monthly and daily periodic rates may vary as a result. Please refer to important information found on the back of this monthly statement and on the additional page.

Interest Rate Information:	ANNUAL PERCENTAGE RATE (APR):	2.495%
Loan Periodic Rates:	Mortgage Insurance Premium (MIP) Periodic Rates:	Finance Charges:
Monthly Periodic Rate on Outstanding Principal Balance:	0.141%	MIP Monthly Periodic Rate on Outstanding Principal Balance: 0.042%
Daily Periodic Rate on Advances or Payments:	0.005%	MIP Daily Periodic Rate on Advances or Payments: 0.001%
Corresponding APR:	1.693%	Corresponding APR: 0.500%
		Periodic Finance Charge: \$168.11

Notice of Changes in your Interest Rate on your Adjustable Rate Reverse Mortgage

On September 01, 2013, the interest rate on your adjustable-rate Reverse Mortgage will decrease from 1.695% to 1.686%. Your present interest rate was based on an index value of 0.195%. To determine your new interest rate, we added the current index value of 0.186% as of July 29, 2013 as published by the Wall Street Journal, to the agreed upon margin of 1.500% for a total of 1.686%. This new rate has not been rounded to the nearest 1/8th percent. The initial interest rate on your mortgage was 4.081%, which may not be increased beyond 14.081% during the life of the mortgage.

Total Funds Available

Net Credit Line Set Aside + Net Principal Limit =	\$0.00
---	---------------

* IN ORDER TO MAKE FUTURE WITHDRAWALS, YOU SHOULD MAINTAIN A MINIMUM \$50.00 BALANCE IN YOUR LINE OF CREDIT

If you have any questions or would like further information on your reverse mortgage, please call our Customer Service Department.



Loan Balance Activity

	Current Month	Year To Date
Previous Loan Balance	\$119,154.96	\$120,000.47
Loan Advance / Scheduled Payment (if applicable):	\$0.00	\$0.00
Loan Advance / Unscheduled Disbursements (if applicable):	\$0.00	\$0.00
Repair Set Aside Disbursements:	\$0.00	\$0.00
Taxes Paid:	\$0.00	\$0.00
Insurance Paid:	\$0.00	\$0.00
Other Property Charges:	\$0.00	\$27.00
Interest (Finance Charge):	\$168.11	\$1,179.94
MIP/PMI (Finance Charge): paid to HUD:	\$49.65	\$346.42
Monthly Servicing Fee (Finance Charge):	\$30.00	\$210.00
Change of Plan Fee/Misc. (Finance Charge):	\$0.00	\$0.00
Repayments (See Transaction Information):	\$0.00	(\$2,361.11)
Total Activity:	\$247.76	(\$597.75)
Closing Loan Balance as of July 31, 2013	\$119,402.72	\$119,402.72

Transaction Information

Transaction Date	Effective Date	Transaction Description	Principal Advances	Interest	MIP	Servicing Fee	Cumulative Loan Advances this Month
07/31/2013	07/31/2013	Monthly Int, MIP/PMI Accrual & SF	\$0.00	\$168.11	\$49.65	\$30.00	\$247.76
Grand Total:			\$0.00	\$168.11	\$49.65	\$30.00	\$247.76

(Int) Interest - (MIP) Mortgage Insurance Premium - (SF) Servicing Fee - (Disb) Advance Disbursement - (Part Repay) Partial Repayment

Important Information

A. ANNUAL PERCENTAGE RATE (APR)

The ANNUAL PERCENTAGE RATE for the interest portion of your FINANCE CHARGE may increase or decrease annually based upon changes in the ("Index"). Therefore, the monthly and daily periodic rates relating to the interest portion of your FINANCE CHARGE may vary. To determine the ANNUAL PERCENTAGE RATE that will apply to your Account, we add a margin to the value of the Index, subject to certain rate limitations as provided in your Reverse Mortgage Note

The corresponding annual percentage rate for the interest portion of the FINANCE CHARGE does not include costs other than interest. The historical ANNUAL PERCENTAGE RATE includes interest and all other FINANCE CHARGES that relate to your loan.

RAMSEY COUNTY
Property Records & Revenue
P.O. Box 64097
St. Paul, MN 55164-0097
351-266-2000

PAYMENT RECEIPT

Type	Descr
Real Property	Bill Nur Bill Yes PIN: 3 Primar SAMP Proper AVE Proper AND 2 LOT 3
Real Property	Bill Nur Bill Yes PIN: 3 Primar SAMP Proper AVE Proper AND 2 LOT 3
Real Property	Bill Nur Bill Yes PIN: 3 Primar SAMP Proper AVE Proper AND 2 LOT 3

Tender Information:

Check #135648
Shortage

Total Tendered

Ramsey County

By Whom Paid:

REVERSE M
24
2727 SPRING
SPRING TX

THOMAS HOMES, INC.

September 12, 2013

James P. Sampson
215 Sherburne Avenue
Apartment #1
Saint Paul, MN 55103

Re: Excessive debris & refuse at 215 Sherburne Avenue.

Dear Jim:

This is a follow up to our discussions concerning the condition of your property at 215 Sherburne. As you know, the purchase agreement provides that you are responsible to remove debris and refuse in the home prior to closing. In that regard we write you today in connection with the large amount of debris and refuse which is located in the basement of the house, in the closets on the main level and an enormous amount of debris and broken furniture that is located in the garage.

You and I had a discussion concerning the cost of removal of this debris and the job is daunting and costly. You indicated that your cost to secure a "dumpster" alone was in excess of \$500 and that you did not have funds for this or the labor charges to clean up the house. We have made an estimate of Thomas Homes' cost to handle this job and it appears that the basement alone will cost over \$2,000. This would leave the closets and the debris and personal belongings in the main level, the attic, and the garage. We estimate these costs will exceed \$2,500.

While I certainly understand that you and Karen could accumulate considerable items over your lifetime it appears to our estimators that much of this is just plain junk. I also appreciate that you may not have the financial resources to facilitate the removal of this debris. Following our discussion, you agreed to have Thomas Homes handle the debris removal matter in its entirety.

We are willing to undertake this work with the understanding that the final costs will be your responsibility in the sense that it will serve as an additional down payment on the purchase agreement. With that in mind we can propose that the work will be completed by Thomas Homes for the sum of FOUR THOUSAND (\$4,000) & NO/100 DOLLARS.

If this remains your decision, please so indicate this on the attached Addendum to Purchase Agreement.

Sincerely,

THOMAS HOMES, INC.

Tom

Thomas McManus

THOMAS HOMES, INC. ADMINISTRATION OFFICE
2006 VALLEY CREEK OFFICE CENTRE 1687 WOODLANE DRIVE WOODBURY,
MN 55125
TEL: 612-401-1026

thomashomesinc@yahoo.com

(b)

THOMAS HOMES, INC.

September 15, 2013

James P. Sampson and Karen S. Sampson
215 Sherburne Avenue
Apartment #1
Saint Paul, MN 55103

Re: Excessive debris & refuse at 215 Sherburne Avenue.

Dear Jim & Karen:

As you know, the City of St. Paul Code Enforcement agency has brought literal "thunder" down on our clean-up operations. You have been cited under an Abandonment Order and we must again remind you that further action on the part of this City of St. Paul Agency will likely occur.

Accordingly we must step up our efforts to remove all the debris still remaining on the property. As I once again explained to both you and Karen, the costs of this removal will ultimately be borne by you, as seller as you are responsible to deliver the property to us at closing in a habitable condition and free of all debris.

Please be further advised that your indecision as to removing certain items – or you're going to the debris pile to retrieve items of questionable value are causing our workers to spend more time than we anticipated in our original bid price. While we will continue to honor this bid price we must inform you that it is your responsibility to remove property that you wish to keep. We did place some of this property in a storage center on Rice Street. This resulted in additional costs to us for transportation and renting the storage facility. I am sorry to say that further interference with our clean-up crew could result in additional expenses beyond the agreed upon \$4,500.

If you have any questions please contact my at 612-570-0971

Sincerely,

THOMAS HOMES, INC.

Thomas McManus

Thomas McManus

THOMAS HOMES, INC. ADMINISTRATION OFFICE
2006 VALLEY CREEK OFFICE CENTRE 1687 WOODLANE DRIVE WOODBURY,
MN 55125
TEL: 612-401-1020

thomashomesinc@yahoo.com

(1)

Document# 4424282
Recorded 09/16/2013 1000
County Recorder, Ramsey County, MN
No Delinquent Taxes & Transfer Entered 09/16/2013
Deed Tax Paid 09/16/2013
6.4.5 797742

(Top 3 Inches reserved for recording data)

QUIT CLAIM DEED
Individual(s) to Business Entity

Minnesota Uniform Conveyancing Blanks
Form 10.3.2 (2013)

eCRV number: _____

DEED TAX DUE: \$ 1.70

DATE: August 12, 2013
(month/day/year)

FOR VALUABLE CONSIDERATION, ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS, The receipt
(insert name and marital status of each Grantor)
and sufficiency of which is hereby acknowledged, JAMES G. SAMPSON, and KAREN SAMPSON as ("Grantor"),
hereby conveys and quitclaims to Thomas Homes, Inc., or its assigns

(insert name of Grantee)
a Corporation under the laws of Minnesota ("Grantee"),
real property in Ramsey County, Minnesota, legally described as follows:

The West 1/3 of Lots 1 and 2 and the West 1/3 of the South 1/2 of lot 3, Block 19, Robertson and Van Etten's Addition to Saint Paul.

Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto.

2-11
Check applicable box:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____.)
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

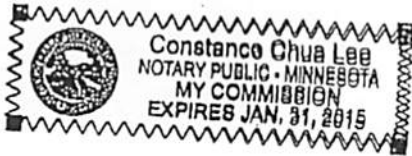
James G. Sampson
(signature) James G. Sampson

Karen Sampson
(signature) Karen Sampson

State of Minnesota, County of Ramsey

This instrument was acknowledged before me on September 11, 2013, by James. G. Sampson and Karen Sampson
(month/day/year)
husband and wife
(insert name and marital status of each Grantor)

(Stamp)



Constance Chua Lee
(signature of notarial officer)
Title (and Rank): Relationship Banker
My commission expires: Jan. 31, 2015
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

Clark W. Haigh
Vice President
Thomas Homes, Inc
2006 Valley Creek Office Park
1687 Woodland Drive
Woodbury, MN 55125

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
(insert legal name and residential or business address of Grantee)

Thomas Homes, Inc
2006 Valley Creek Office Centre
1687 Woodland Drive
Woodbury, MN 55125

Old Republic Title Insurance Company
Issued by its Agent, Edina Realty Title, Inc.
American Land Title Association Member #000154

COMMITMENT

SCHEDULE A

File No.: PRE217278

1. **Effective Date: July 14, 2013 at 7:00 AM**

Amended: No.:

2. **Policy or Policies to be issued:**

(a) Owner's Policy	()	Amount
		\$0.00

Proposed Insured:

(b) Loan Policy	()	Amount
		\$0.00

Proposed Insured:

3. **Title to the fee simple estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested in**

Thomas Homes, Inc.

4. **The land referred to in the Commitment is described as follows:**

West one-third (W1/3) of Lots one (1) and two (2), and the West one-third (W1/3) of the South one-half (S1/2) of Lot three (3), Block Nineteen (19), Robertson & Van Etten's Addition to Saint Paul, Ramsey County, Minnesota.

Old Republic Title Insurance Company

COMMITMENT

SCHEDULE B - Section I

Requirements

The following are the requirements to be complied with:

1. A deed from Thomas Homes, Inc. to subsequent buyers must be signed and recorded.
2. A mortgage from subsequent buyers to a lender in an amount to be determined.
3. Satisfy of record the mortgage by James G. Sampson and Karen Sue Sampson, husband and wife, as borrower, to World Alliance Financial Corp, as lender, dated November 4, 2008 and recorded November 12, 2008 as Document No. 4126738 in the amount of \$240,000.00.

Assignment of Mortgage to Residential Mortgage Services, Inc., dated April 11, 2010, recorded May 3, 2010 as Document No. 4219910.

Corrective Assignment of Mortgage to Reverse Mortgage Solutions, Inc., dated July 2, 2010, recorded July 26, 2010 as Document No. 4233411.

4. Satisfy of record the mortgage by James G. Sampson and Karen Sue Sampson, husband and wife, as borrower, to Secretary of Housing and Urban Development, as lender, dated November 4, 2008 and recorded November 12, 2008 as Document No. 4126739 in the amount of \$240,000.00.
5. Obtain a release of the following judgments or provide evidence that the judgments are not against the prior owners, James G. Sampson and Karen Sue Sampson:

Judgment against James Sampson, in favor of Ramsey County, which was docketed July 06, 2005 as Case No. 62F695050496 in the amount of \$170.37.

Judgment against Karen S. Sampson, in favor of DaimlerChrysler Financial Services Americas LLC, which was docketed May 01, 2008 as Case No. 62CV084263 in the amount of \$8,729.11.

6. There is a petition in Bankruptcy Court dated April 26, 2005, Case No. 3-05-2755, in the name(s) of James G. Sampson and Karen Sue Sampson, who may be the prior owners.

If the above Bankrupt(s) is/are not the Seller/Buyer/Prior Owner, then obtain a recordable Affidavit of Non-Identity at the closing.

If the above named Bankrupt(s) is/are the Seller/Prior Owner, then contact the listed examiner with the following information 10 days prior to closing so the proper bankruptcy clearance documents can be obtained and recorded: 1. Type of bankruptcy. 2. Whether or not the property was exempt? 3. Whether or not the bankruptcy has been discharged? 4. If the bankruptcy documents have been filed with the County Recorder/Registrar the document numbers must be provided. Further requirements will be made based on the above information.

7. Edina Realty Title's "Affidavit by Seller" or an affidavit of similar form must be signed at the closing.

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

SCHEDULE B - Section I

Requirements (Continued)

8. Edina Realty Title's "Affidavit by Mortgagor" or an affidavit of similar form must be signed at the closing by the subsequent buyers.
9. Title is to be vested in parties not yet named. Submit to the Company those names for name searches and possible further requirements at least two days prior to closing.
10. A completed Certificate of Real Estate value must accompany each deed or conveyance which is to be recorded.
11. **VERIFY PRIOR TO CLOSING THAT THERE ARE NO UNPAID WATER/UTILITY CHARGES ON SUBJECT PROPERTY.**
12. Pursuant to Internal Revenue Service requirements, Edina Realty Title requires that every seller in a real estate transaction fully complete and execute a "Certification for No Information Reporting on the Sale or Exchange of a Principal Residence."
13. A completed Well Disclosure Certificate must accompany each deed or conveyance which is to be recorded; or, the deed must certify that there are no wells on the property. For Well Certificate: Contact the Abstracting Department at 952-928-5234 for the ¼, ¼, Section, Township, Range location information.
14. The following is for informational purposes only:

If the buyers do not wish to purchase an Owner's Policy of Title Insurance, they must sign Edina Realty Title's "Notice of Availability of Owner's Title Insurance" at the closing.

If the gap period is to be insured, this transaction must be closed by Edina Realty Title.

Copies of documents referenced in this commitment are available to review upon request. Please contact our Customer Service Department at 952-928-5200 if you would like a copy of a document.

Informational Note: The property to be insured is Abstract Property.

If there are any questions concerning this Commitment, please contact our Customer Service Department at 952-928-5200.

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Old Republic Title Insurance Company

COMMITMENT

SCHEDULE B - Section II

Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1.
 - A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
 - B. Rights or claims of parties in possession not shown by the public records.
 - C. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - D. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
 - E. Easements, or claims of easements, not shown by the public records.
 - F. Taxes or special assessments which are not shown as existing liens by the public records.
2. The following exception will appear on an Owner's Policy to be issued:

No coverage is given for unpaid utility and water bills, if any, which are not a lien on the subject property.
3. Taxes due and payable in the year 2013 in the amount of \$2,200.00 are unpaid, plus penalty and interest. The base tax amount is \$1,058.38.
The real estate property ID or Plat and Parcel Number is 36-29-23-14-0046.
The 2013 taxes are homestead. No representation is made regarding subsequent years' homestead tax status.
4. No coverage is given for levied or pending county or municipal assessments.
5. There are restrictive and protective covenants which affect this property, which do not include any forfeiture or reversionary clause, and which were recorded as Document No. 3840768, as amended.
(NOTE: Any restrictions based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, are unenforceable.
6. No coverage is given for any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

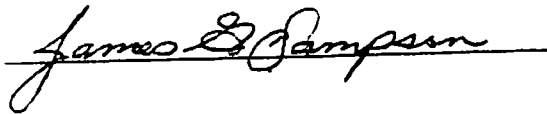
ADDENDUM TO PURCHASE AGREEMENT

This Addendum to Purchase Agreement is made and entered into between James P. Sampson and Thomas Homes, Inc. For and in the consideration of one (1.00) Dollar and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That there exists considerable debris on the premises of the residence at 215 Sherburne, the subject of the original purchase agreement; and,
2. That James P. Sampson, as seller does not have the requisite financial resources to complete the removal of the debris; and,
3. That the existence of this debris constitutes a fire hazard and may be deemed as a violation of the City of St. Paul, Minnesota Building Code; and
4. That it is the desire of James P. Sampson , as Seller, that Thomas Homes, Inc., as Buyer, proceed to remove the debris from the house and the garage; and
5. That Thomas Homes, Inc. hereby agrees to remove this debris for a contract price not to exceed \$4,500; and,
6. That James P. Sampson hereby agrees to credit the \$4,500 to the purchase price of the residence for a total of \$5,000 to be credited to the price.

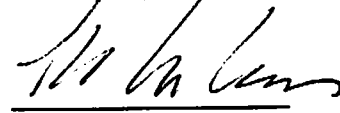
Dated at St. Paul, Minnesota this 16th day of September, 2013

SELLER:



BUYER:

Thomas Homes, Inc.

By: 
Its authorized representative



CITY OF SAINT PAUL
DEPARTMENT OF SAFETY AND INSPECTIONS
DIVISION OF CODE ENFORCEMENT
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806

September 23, 2013

13 - 234292

SUMMARY ABATEMENT ORDER

344

- Yog hais tias koj hais tsis to taub tsab ntawv no, hu rau tus txhais lus ntawm (651) 266-8989. Nws yog pab dawb zwb.
- Si necessita un traductor, por favor llamanos al (651)266-8989. No costo.

James G Sampson/Karen Sue Sampson
215 Sherburne Ave #1
St Paul MN 55103-2038

As owner or person(s) responsible for: 215 SHERBURNE AVE you are hereby ordered to eliminate all nuisance conditions which are in violation of Chapter 45 of Saint Paul Legislative Code.

Remove improperly stored or accumulated refuse including: garbage, rubbish, discarded furniture, appliances, vehicle parts, scrap wood and metal, recycling materials, household items, building materials or rubble, tires, brush, etc., from yard areas, **remove the large amount of furniture, containers, misc refuse/trash, yard waste along the garage on Marion side of the property.**

Cut and remove tall grass, weeds and rank plant growth.

Remove and properly dispose of all animal feces from yard areas.

IMMEDIATELY secure all buildings which are open to unauthorized entry, including:

Other:

If you do not correct the nuisance or file an appeal before **September 27, 2013**, the City will correct the nuisance and charge all costs, including boarding costs, against the property as a special assessment to be collected in the same way as property taxes.

Charges: If the City corrects the nuisance, the charges will include the cost of correction, inspection, travel time, equipment, etc. The rate will be approximately \$260.00 per hour plus expenses for abatement.

You must maintain the premises in a clean condition and provide proper and adequate refuse storage at all times

FAILURE TO COMPLY MAY RESULT IN A CRIMINAL CITATION

Issued by: Cynthia Badge Number 344 Phone Number 651-266-1924

If you have any questions about this order, the requirements or the deadline, you should contact the Inspector listed above, Monday through Friday.

Appeals: You may appeal this order and obtain a hearing before the City Council by completing an appeal application with the City Clerk before the appeal deadline noted above or seven (7) days after the date mailed, whichever comes first. **No appeals may be filed after that date. You may obtain an appeal application from the City Clerk's Office, Room 310, City Hall, St. Paul, MN 55102. The telephone number is (651) 266-8585. You must submit a copy of this Correction Order with your appeal application.**

***WARNING.** Code inspection and enforcement trips cost the taxpayers money. If the violations are not corrected within the time period required in this notice, the city's costs in conducting a re-inspection after the due date for compliance will be collected from the owner rather than being paid by the taxpayers of the city. If additional new violations are discovered within the next following 12 months, the city's costs in conducting additional inspections at this same location within such 12 months will be collected from the owner rather than being paid by the taxpayers of the city. Any such future costs will be collected by assessment against the real property and are in addition to any other fines or assessments which may be levied against you and your property.



CITY OF SAINT PAUL
DEPARTMENT OF SAFETY AND INSPECTIONS
DIVISION OF CODE ENFORCEMENT
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
EMERGENCY SUMMARY ABATEMENT ORDER

Date: September 26, 2013

James G Sampson/Karen Sue Sampson Occupant - OWNER
215 Sherburne Ave #1 215 SHERBURNE AVE
St Paul MN 55103-2038 St. Paul, MN 55103-2038

It has been determined that an emergency situation exists which creates an imminent health or safety hazard or danger to the public that by its nature requires immediate action, an enforcement officer may issue an emergency abatement.

(a) Include a description of the premises sufficient for identification;

Property address: 215 SHERBURNE AVE

and/or Legal Description: Robertson Van Etten addition W 1/3 Of Lots 1 And 2 And S 1/2 Of W 1/3 Of Lot 3 Blk 19

(b) Specify the violation which exists and the immediate remedial action required;

There is a huge amount of furniture, containers, trash bags, misc refuse and trash, yard waste along the garage on Marion Street and falling into the City ROW Sidewalk.

(c) Specify a reasonable time for the City to correct the violation

IMMEDIATELY 9/26/13

(d) The estimated cost of this abatement action is:

\$500.00 - \$2,000.00

according to Chapter 34.21(3) and Chapter 45.12 of the Saint Paul Legislative Code.

The City will correct the nuisance and charge all costs, including boarding costs, against the property as a special assessment to be collected in the same way as property taxes.

Inspector: Cynthia Skally Badge# 344 Phone# 651-266-1924

Approved by: Paula Seeley

Charges: If the City corrects the nuisance, the charges will include the cost of correction, inspection, travel time, equipment, etc. The rate will be in excess of \$260.00 per hour, plus expenses, for abatement.



CITY OF SAINT PAUL
 DEPARTMENT OF SAFETY AND INSPECTIONS
 DIVISION OF CODE ENFORCEMENT
 375 Jackson Street, Suite 220
 Saint Paul, MN 55101-1806

October 01, 2013

13 - 234292

SUMMARY ABATEMENT ORDER

344

- Yog hais tias koj hais tsis to taub tsab ntawv no, hu rau tus txhais lus ntawm (651) 266-8989. Nws yog pab dawb zwb.
- Si necessita un traductor, por favor llamanos al (651)266-8989. No costo.

Thomas Homes Inc
 215 Sherburne Ave
 Saint Paul MN 55103-2038

James G Sampson/Karen Sue Sampson
 215 Sherburne Ave #1
 St Paul MN 55103-2038

As owner or person(s) responsible for: **215 SHERBURNE AVE** you are hereby ordered to eliminate all nuisance conditions which are in violation of Chapter 45 of Saint Paul Legislative Code.

Remove improperly stored or accumulated refuse including: garbage, rubbish, discarded furniture, appliances, vehicle parts, scrap wood and metal, recycling materials, household items, building materials or rubble, tires, brush, etc., from yard areas, **including removing and disposing of the yard waste, scrap wood and misc on the south side of the garage.**

Cut and remove tall grass, weeds and rank plant growth.

Remove and properly dispose of all animal feces from yard areas.

IMMEDIATELY secure all buildings which are open to unauthorized entry, including:

Other:

If you do not correct the nuisance or file an appeal before **October 07, 2013**, the City will correct the nuisance and charge all costs, including boarding costs, against the property as a special assessment to be collected in the same way as property taxes.

Charges: If the City corrects the nuisance, the charges will include the cost of correction, inspection, travel time, equipment, etc. The rate will be approximately \$260.00 per hour plus expenses for abatement.

You must maintain the premises in a clean condition and provide proper and adequate refuse storage at all times

FAILURE TO COMPLY MAY RESULT IN A CRIMINAL CITATION

Issued by: Cynthia Badge Number 344 Phone Number 651-266-1924

If you have any questions about this order, the requirements or the deadline, you should contact the Inspector listed above, Monday through Friday.

Appeals: You may appeal this order and obtain a hearing before the City Council by completing an appeal application with the City Clerk before the appeal deadline noted above or seven (7) days after the date mailed, whichever comes first. No appeals may be filed after that date. You may obtain an appeal application from the City Clerk's Office, Room 310, City Hall, St. Paul, MN 55102. The telephone number is (651) 266-8585. You must submit a copy of this Correction Order with your appeal application.

***WARNING** Code inspection and enforcement trips cost the taxpayers money. If the violations are not corrected within the time period required in this notice, the city's costs in conducting a re-inspection after the due date for compliance will be collected from the owner rather than being paid by the taxpayers of the city. If additional new violations are discovered within the next following 12 months, the city's costs in conducting additional inspections at this same location within such 12 months will be collected from the owner rather than being paid by the taxpayers of the city. Any such future costs will be collected by assessment against the real property and are in addition to any other fines or assessments which may be levied against you and your property.

(M)



CITY OF SAINT PAUL
DEPARTMENT OF SAFETY AND INSPECTIONS
DIVISION OF CODE ENFORCEMENT
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
EMERGENCY SUMMARY ABATEMENT ORDER

Date: October 14, 2013

Thomas Homes Inc
215 Sherburne Ave
Saint Paul MN 55103-2038

Thomas Homes
2006 Valley Creek Office Center
1687 Woodlawn Drive.
Woodbury, MN 55125

James G Sampson/Karen Sue
Sampson
215 Sherburne Ave #1
St Paul MN 55103-2038

It has been determined that an emergency situation exists which creates an imminent health or safety hazard or danger to the public that by its nature requires immediate action, an enforcement officer may issue an emergency abatement.

(a) Include a description of the premises sufficient for identification;

Property address: 215 SHERBURNE AVE

and/or Legal Description: Robertson Van Etten addition W 1/3 Of Lots 1 And 2 And S 1/2 Of W 1/3 Of Lot 3 Blk 19

(b) Specify the violation which exists and the immediate remedial action required;

Collapsed Garage

(c) Specify a reasonable time for the City to correct the violation

4 Hours

(d) The estimated cost of this abatement action is:

\$2,000

according to Chapter 34.21(3) and Chapter 45.12 of the Saint Paul Legislative Code.

The City will correct the nuisance and charge all costs, including boarding costs, against the property as a special assessment to be collected in the same way as property taxes.

Inspector: Cynthia Skally Badge# 344 Phone# 651-266-1924

Approved by: _____

Charges: If the City corrects the nuisance, the charges will include the cost of correction, inspection, travel time, equipment, etc. The rate will be in excess of \$260.00 per hour, plus expenses, for abatement.



CITY OF SAINT PAUL
 DEPARTMENT OF SAFETY AND INSPECTIONS
 DIVISION OF CODE ENFORCEMENT
 375 Jackson Street, Suite 220
 Saint Paul, MN 55101-1806

EMERGENCY SUMMARY ABATEMENT ORDER

Date: October 14, 2013

Thomas Homes Inc
 215 Sherburne Ave
 Saint Paul MN 55103-2038

Thomas Homes
 2006 Valley Creek Office Center
 1687 Woodlawn Drive.
 Woodbury, MN 55125

James G Sampson/Karen Sue
 Sampson
 215 Sherburne Ave #1
 St Paul MN 55103-2038

It has been determined that an emergency situation exists which creates an imminent health or safety hazard or danger to the public that by its nature requires immediate action, an enforcement officer may issue an emergency abatement.

(a) Include a description of the premises sufficient for identification;

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(b) Specify the violation which exists and the immediate remedial action required;

Collapsed Garage

(c) Specify a reasonable time for the City to correct the violation

4 Hours

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\$2,000

according to Chapter 34.21(3) and Chapter 45.12 of the Saint Paul Legislative Code.

The City will correct the nuisance and charge all costs, including boarding costs, against the property as a special assessment to be collected in the same way as property taxes.

Inspector: Cynthia Skally Badge# 344 Phone# 651-266-1924

Approved by: _____

Charges: If the City corrects the nuisance, the charges will include the cost of correction, inspection, travel time, equipment, etc. The rate will be in excess of \$260.00 per hour, plus expenses, for abatement.

[Signature]

ccvbsa60179 08/13



CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

375 Jackson Street, Suite 220 Telephone: 651-266-8989
Saint Paul, MN 55101-1806 Fax: 651-266-8951

October 14, 2013

THOMAS HOMES INC
2006 VALLEY CREEK OFFICE CENTER
1687 WOODLANE DRIVE
WOODBURY MN 55125

CORRECTION NOTICE - COMPLAINT INSPECTION

RE: 215 SHERBURNE AVE
Ref. # 120822

Dear Property Representative:

An inspection was made of your building on October 14, 2013 in response to a complaint. You are hereby notified that the following deficiency list must be corrected immediately. **A reinspection will be made on November 14, 2013 at 10:00am.**

Failure to comply may result in a criminal citation or revocation of the Certificate of Occupancy. The Saint Paul Legislative Code requires that no building shall be occupied without a Certificate of Occupancy. The code also provides for the assessment of additional reinspection fees.

DEFICIENCY LIST

1. **GARAGE - SPLC 34.23, MSFC 110.1 - This occupancy is condemned as unsafe or dangerous. This occupancy must not be used until re-inspected and approved by this office. -Garage struck by vehicle is a total loss and creating a dangerous condition. Code Enforcement to order immediate emergency abatement.**
2. **EXTERIOR - FRONT STEPS - SPLC 34.09 (2), 34.32(2) - Repair or replace the unsafe stairways, porch, decks or railings in an approved manner. This work may require a permit(s). Call DSI at (651) 266-9090. -Front stairs are not properly installed. Concrete blocks and wooded platform use as step.**
3. **EXTERIOR - REAR STEPS - SPLC 34.09 (2), 34.32(2) - Repair or replace the unsafe stairways, porch, decks or railings in an approved manner. This work may require a permit(s). Call DSI at (651) 266-9090. -Rear steps are deteriorated and have been replaced with wooden boards over concrete. Rise is not consistent.**
4. **EXTERIOR - SPLC 71.01 - Provide address numbers on building per attached HN-1 handout.-Address numbers must be numerical. -Provide a minimum of 4 inch numerical address numbers that are contrasting to the building background.**

5. EXTERIOR - SPLC 34.09 (1) a, 34.32 (1) a - Provide and maintain foundation elements to adequately support this building at all points. **-Holes and cracks in the foundation have been patched with foam type insulation.**
6. EXTERIOR - SPLC 34.08 (7) - All parking spaces shall be paved with asphalt, concrete, or durable dustless surfacing. Before any existing spaces may be paved, site plan approval must be obtained as specified in the St. Paul Zoning Code. Contact DSI Zoning at 651-266-9090. **-There is no longer an approved parking surface.**
7. EXTERIOR - SPLC 34.08 (3) - Provide and maintain suitable ground cover on all exterior areas to control erosion.
8. EXTERIOR - SPLC 34.09 (1) b,c, 34.33 (1) b, c - Provide and maintain all exterior walls free from holes and deterioration. All wood exterior unprotected surfaces must be painted or protected from the elements and maintained in a professional manner free from chipped or peeling paint. **-Scrape and paint the trim where needed.**
9. INTERIOR - LOWER UNIT - SPLC 34.19 - Provide access to the inspector to all areas of the building.
10. INTERIOR - REAR PORCH - SPLC 34.09 (3), 34.32 (3) - Repair and maintain the window glass. **-Repair or replaced the broken or missing glass.**
11. INTERIOR - REAR PORCH - SPLC 34.09 (3), 34.33 (3) -Provide or repair and maintain the window screen. **-Repair or replace the damaged and missing screens.**
12. INTERIOR - REAR PORCH - SPLC 34.10 (3), 34.33(2) - Repair or replace the unsafe stairway in an approved manner. **-Rear stairway is missing handrails, and stairs are uneven.**
13. INTERIOR - UPPER UNIT - SPLC 34.10 (7), 34.34 (6) - Repair and maintain the floor in an approved manner. **-Kitchen floor has gaps and cracks between the tiles.**
14. INTERIOR - UPPER UNIT - SPLC 34.10 (4), 34.33 (3) - Provide a bathroom floor impervious to water. **-Bathroom floor has gaps and cracks between the tiles.**
15. INTERIOR - UPPER UNIT - SPLC 34.11, MSBC 2902.1, SPLC 34.17, MSPC 415.0220 - Repair or replace and maintain all parts of the plumbing system to an operational condition. **-Bathroom sink is leaking. -Tub shower fixture is not properly installed.**
16. INTERIOR - UPPER UNIT - SPLC 34.10 (7), 34.33 (6) - Repair and maintain the cabinets in an approved manner. **-Kitchen cabinet door is broken.**

Saint Paul Legislative Code authorizes this inspection and collection of inspection fees. For forms, fee schedule, inspection handouts, or information on some of the violations contained in this report, please visit our web page at: <http://www.stpaul.gov/cofo>

You have the right to appeal these orders to the Legislative Hearing Officer. Applications for appeals may be obtained at the Office of the City Clerk, 310 City Hall, City/County Courthouse, 15 W Kellogg Blvd, Saint Paul MN 55102 Phone: (651-266-8585) and must be filed within 10 days of the date of the original orders.

If you have any questions, email me at: adrian.neis@ci.stpaul.mn.us or call me at 651-266-8992 between 7:30 a.m. - 9:00 a.m. Please help to make Saint Paul a safer place in which to live and work.

Sincerely,

A.J. Neis
Fire Inspector

Ref. # 120822

PRIVATE PROPERTY TRESPASS NOTICE

Date Served: _____ Time Served: _____ CN: 13217823

Property Known As: 215 Sherburne Ave St Paul Mn. 55103

Property / Building Location: _____

To: Name: Thomas J. McManus Date of Birth: 3/5/36

Address: unknown.

Race: white Height: 5'8 Weight: 150lb.

Male/Female: male Eyes: ? Hair: gray

Other descriptive features (scars, marks, tattoos): _____

1. You are hereby notified that you are NOT permitted onto this building or property, at any time, for a period of 1 year (maximum), starting on 10/25/13.
2. You do not have permission or the right to enter this building or property. Your failure to comply with this banning notice WILL result in your arrest for trespassing.
3. This action has been recorded and will be maintained on file and will be made available to the Saint Paul Police Department for the entire period of your exclusion.
4. Served Notice & s/he refused.
 Verbally told him/her the above provisions 1 and 2.

Signature of Trespassed Person

Maik Koran
Signature of Owner or Representative

Print Name

Maik Koran (POA for Karen Sampson)
Print Name & Title

Reasons for trespass (attach photo if available):

GARAGE PROPOSAL

Name _____ Date 10.30.13
 Address 215 SHERBURNE Ave City St Paul

1. Size of Garage 20 x 22 "All-Bilt" - Built by SUSSEL ATT - MATCH EAVE HTS
 Detached "Non-Bilt" - Framed by SUSSEL Yes
 Attached No

2. Roof Eave Overhang 12" Rake Overhang 12" Soffit/Fascia: One End Wood (Painted by Homeowner) Roof Pitch JBE
 Reverse Gable Two Ends Alum Color Other 5/12
 Hip

3. Seal Down Roof Shingles Check house... color to match house as close as possible Manufactured Trusses 24' O.C. Firewall and/or Soffit as Req'd. by Code Rafter spacing _____ X _____ O.C.
 Wall tie spacing _____ O.C.
 Color LA

4. Wall Sheathing: OSB Plywood None 25/32 Fiber Board 2 X 4 Stud: 16' O.C.
 Shucco (Match house as close as possible) Siding Match house
 Siding Don't Match house

5. Type Siding 5" Hard. Plank
 Front Wall Siding: Lap - Primed
 1/2 Wall Full Wall

6. Steel Overhead Door: Color _____ Square Opening Alum Wrap Insulated Overhead Door Header:
 Quantity _____ x _____ Mitered Corners Flush No Glass Double 2 x 12
1 Quantity 10 x 2 Wood Trim (painted by owner) Raised Panel Glass Double Micro Lam

7. Service Door: Fiberglass Steel Raised Panel Window Vinyl SH Color _____ Size _____
ONE Quantity 3° Pre-hung Glass Flush Qty: NONE Vinyl Slider Color _____ Size _____
 Must be painted by owner Alum Wrap No Glass Dead Bolt Other _____

8. Cement Slab 4000 PSI Included Control Joints Concrete Reinforcing Sod Removal
4 Foot Apron By Purchaser Road 3' oc

9. Ground Preparation for Slab Included Concrete Sidewalk Concrete Driveway Final Landscaping Sod, Rock, Black Dirt, etc. by Owner
 By Purchaser Sq. Ft. _____ Sq. Ft. _____

10. Excavation & Dirt Removal Included Blocks ONE ROW Damp-proofing: By SUSSEL Backfill: By SUSSEL
 Not Included By Purchaser

11. 42' Frost Footings: Included Not Included Lin. Ft. _____ Permit By: By SUSSEL Clean-up: By SUSSEL
 By Purchaser By Purchaser

12. Removals: Garage By SUSSEL By Purchaser; Slab By SUSSEL By Purchaser; Driveway By SUSSEL By Purchaser

13. Electrical By SUSSEL By Owner OHD Operator By SUSSEL Owner Transmitters () H.R. ()
 Standard Package _____ Outlets _____ Lights _____ Switches 3 way Switch _____ Lights Provided By Owner

14. Gutters By SUSSEL None

15. 2 Stake Survey: Included Not Included

16. Other Work By SUSSEL By Owner

Special
 Install Electric
 Add \$1100

Standard Roof Design
 4/12 Pitch total cost \$19250

Higher Roof Design
 8/12 Pitch total cost
 \$20750

By Dennis Jant
 SUSSEL CORPORATION

Amount...\$ _____

CITATION

State of Minnesota	Ramsey District Court
City of <u>St. Paul</u>	
Citation #	620900194072
620900194072	

DL Number <u>M255 83036035-00</u>		State <input checked="" type="checkbox"/> MN <input type="checkbox"/> CDL	
Name First Middle Last <u>Thomas Joseph McManus</u>			
Address - Street, Apt # <u>1130 Linden St.</u>			
City <u>St. Paul</u>		State <u>WI</u> Zip <u>54601</u>	
DOB(mm/dd/yyyy) <u>3-5-1980</u>	Eyes <u>Blue</u>	Height <u>5'10"</u>	Weight <u>175</u>
Sex <u>M</u>	Race <u>W</u>	Ethnicity	

Vehicle License No.	Plate Year	State	Make	Type	Model	Color
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Date of Offense <u>11/8/13</u>	Time of Offense <u>12:35</u>	<input type="checkbox"/> Accident/Crash <input type="checkbox"/> Property <input type="checkbox"/> Injury <input type="checkbox"/> Fatal <input type="checkbox"/> Pedestrian			
Parking Meter Number	Neighborhood Code	<input type="checkbox"/> Housing/Building Code			

Booked
 Park/Operate
 Owner
 Passenger
 Driver

Offense Location 215 Shakespeare Ave

No 1 Offense <u>TRIPASSING</u>	Statute/Ordinance
No 2 Offense	Statute/Ordinance
No 3 Offense	Statute/Ordinance

Speed 169.14(subd _____): _____ mph _____ zone
 No Seat Belt Use 169.686.1(a)
 No Proof of Insurance 169.791(2)

AC Taken - AC: _____ Test type: Refused Breath Blood Urine

Hazardous Material (DOT)
 Unsafe Conditions
 School Zone
 Endangering Life & Property
 Work Zone
 Commercial Veh. DOT # _____

Identification: DL DVS Web Photo ID Other

See back of citation for information on paying your fine.
 If cited for No Proof of Insurance or No Driver's License in Possession, Proof of Insurance and/or Driver's License must be shown at one of the Violations Bureau locations listed on the back of this citation within 21 days from the date the citation is filed with the Court.
Please read the back of this citation carefully and respond.

REPORT DEFECTIVE METERS BY NOON OF NEXT BUSINESS DAY.
 Have meter number available
 (651) 266-9776 (612) 626-7275
 St. Paul U. of M. Campus

Officer(s) Name(s) <u>11/8/13</u>		
Officer No(s) <u>118700</u>	CN#	Citing Dept
How Issued	<input type="checkbox"/> In Person	<input type="checkbox"/> Mailed <input type="checkbox"/> Left at Scene

620900194072

DEFENDANT

(f)



CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

375 Jackson Street, Suite 220
Saint Paul, Minnesota 55101-1806

Telephone: 651-266-8989
Facsimile: 651-266-8951
Web: www.stpaul.gov/dsi

November 8, 2013

Mark Koran
35855 LINCOLN ROAD
NORTH BRANCH MN 55056

Revocation of Fire Certificate of Occupancy and Order to Vacate

RE: 215 SHERBURNE AVE
Ref. # 120822

Dear Property Representative:

Your building was inspected on November 8, 2013, for the renewal of the Certificate of Occupancy. Since you have failed to comply with the applicable requirements, it has become necessary to revoke the Certificate of Occupancy in accordance with Section 40.06 of the Saint Paul Legislative Code. A reinspection will be made on November 27, 2013 at 9:00am or the property must be vacated.

The Saint Paul Legislative Code further provides that no building shall be occupied without a Certificate of Occupancy. Failure to immediately complete the following deficiency list or the building vacated may result in a criminal citation.

DEFICIENCY LIST

1. GARAGE - SPLC 34.23, MSFC 110.1 - This occupancy is condemned as unsafe or dangerous. This occupancy must not be used until re-inspected and approved by this office.- Garage struck by vehicle is a total loss, and creating a dangerous condition. Code Enforcement to order immediate emergency abatement.
2. EXTERIOR - FRONT STEPS - SPLC 34.09 (2), 34.32(2) - Repair or replace the unsafe stairways, porch, decks or railings in an approved manner. This work may require a permit(s). Call DSI at (651) 266-9090. -Front stairs are not properly installed. Concrete blocks and wooded platform use as step.
3. EXTERIOR - REAR STEPS - SPLC 34.09 (2), 34.32(2) - Repair or replace the unsafe stairways, porch, decks or railings in an approved manner. This work may require a permit(s). Call DSI at (651) 266-9090. -Rear steps are deteriorated and have been replaced with wooden boards over concrete. Rise is not consistent.

4. EXTERIOR - SPLC 71.01 - Provide address numbers on building per attached HN-1 handout. -Address numbers must be numerical. Provide a minimum of 4 inch numerical address numbers that are contrasting to the building background.
5. EXTERIOR - SPLC 34.09 (1) a, 34.32 (1) a - Provide and maintain foundation elements to adequately support this building at all points.-Holes and cracks in the foundation have been patched with foam type insulation.
6. EXTERIOR - SPLC 34.09 (1) b,c, 34.33 (1) b, c - Provide and maintain all exterior walls free from holes and deterioration. All wood exterior unprotected surfaces must be painted or protected from the elements and maintained in a professional manner free from chipped or peeling paint. -Scrape and paint the trim where needed.
7. EXTERIOR - SPLC 34.08 (7) - All parking spaces shall be paved with asphalt, concrete, or durable dustless surfacing. Before any existing spaces may be paved, site plan approval must be obtained as specified in the St. Paul Zoning Code. Contact DSI Zoning at 651-266-9090. -There is no longer an approved parking surface.
8. EXTERIOR - SPLC 34.08 (3) - Provide and maintain suitable ground cover on all exterior areas to control erosion.
9. EXTERIOR - MSFC 304.1 - Remove excessive combustible storage and/or vegetation from exterior property areas.
10. INTERIOR - LOWER UNIT - SPLC 34.10 (7), 34.34 (6) - Repair and maintain the ceiling in an approved manner.
11. INTERIOR - LOWER UNIT - SPLC 34.10 (7), 34.34 (6) - Repair and maintain the floor in an approved manner.
12. INTERIOR - LOWER UNIT - SPLC 34.10 (7), 34.33 (6) - Repair or replace and maintain the woodwork in an approved manner.
13. INTERIOR - LOWER UNIT - SPLC 34.10 (5), 34.33 (4), 34.16 - Provide and maintain interior in a clean and sanitary condition.
14. INTERIOR - REAR PORCH - SPLC 34.09 (3), 34.32 (3) - Repair and maintain the window glass. -Repair or replaced the broken or missing glass.
15. INTERIOR - REAR PORCH - SPLC 34.09 (3), 34.33 (3) -Provide or repair and maintain the window screen. -Repair or replace the damaged and missing screens.
16. INTERIOR - REAR PORCH - SPLC 34.10 (3), 34.33(2) - Repair or replace the unsafe stairway in an approved manner.-Rear stairway is missing handrails, and stairs are uneven.
17. INTERIOR - UPPER UNIT - SPLC 34.10 (4), 34.33 (3) - Provide a bathroom floor impervious to water. -Bathroom floor has gaps and cracks between the tiles.

18. INTERIOR - UPPER UNIT - SPLC 34.10 (7), 34.34 (6) - Repair and maintain the floor in an approved manner. -Kitchen floor has gaps and cracks between the tiles.
19. INTERIOR - UPPER UNIT - SPLC 34.10 (7), 34.33 (6) - Repair and maintain the cabinets in an approved manner. -Kitchen cabinet door is broken.
20. INTERIOR - UPPER UNIT - SPLC 34.11, MSBC 2902.1, SPLC 34.17, MSPC 415.0220
- Repair or replace and maintain all parts of the plumbing system to an operational condition.
-Bathroom sink is leaking.
-Tub shower fixture is not properly installed.
21. SPLC 34.11 (6), 34.34 (3) - Provide service of heating facility by a licensed contractor which must include a carbon monoxide test. Submit a completed copy of the Saint Paul Fire Marshal's Existing Fuel Burning Equipment Safety Test Report to this office.
22. SPLC 39.02(c) - Complete and sign the smoke detector affidavit and return it to this office.

Saint Paul Legislative Code authorizes this inspection and collection of inspection fees. For forms, fee schedule, inspection handouts, or information on some of the violations contained in this report, please visit our web page at: <http://www.stpaul.gov/cofo>

You have the right to appeal these orders to the Legislative Hearing Officer. Applications for appeals may be obtained at the Office of the City Clerk, 310 City Hall, City/County Courthouse, 15 W Kellogg Blvd, Saint Paul MN 55102 Phone: (651-266-8585) and must be filed within 10 days of the date of this order.

If you have any questions, email me at: adrian.neis@ci.stpaul.mn.us or call me at 651-266-8992 between 7:30 - 9:00 a.m. Please help to make Saint Paul a safer place in which to live and work.

Sincerely,

A.J. Neis
Fire Inspector

Ref. # 120822



By Order of the
City of Saint Paul
Department of Safety & Inspections
Fire Inspection Division
651-266-8989



REVOCAATION NOTICE

The Fire Certificate of Occupancy required for the
Occupancy or Use of This Building, has been Revoked.

It is unlawful to Use or Occupy this building

After: 11-27-13.

Persons Using or Allowing the Use or Occupancy of
This Building, are Subject to Criminal Penalties.

Building Address: 215 Sherburne Ave

Code: SP & C, Art.: 40, Sect. _____.

Inspector: A. Neis, Date: 11-8-13.

Under Penalty of Law, this notice shall not be removed without authorization from the
Department of Safety & Inspections

Any Person affected by this Order, may file an appeal at the Office of the City Clerk,
Room 310, City Hall, 15 Kellogg Blvd. West, or call (651) 266-8688 within 10 days
of the original notice. The cost to file an appeal is \$25. and must include a copy
of the letter of Revocation. This letter of Revocation is available at: Saint Paul Department
of Safety & Inspections, Fire Inspection Division, 375 Jackson Street Suite #220 Saint Paul, MN 55101

(N)



APPLICATION FOR APPEAL

Saint Paul City Council – Legislative Hearings

310 City Hall, 15 W. Kellogg Blvd.

Saint Paul, Minnesota 55102

Telephone: (651) 266-8585

RECEIVED

NOV 20 2013

CITY CLERK

We need the following to process your appeal:

- \$25 filing fee payable to the City of Saint Paul (if cash: receipt number(_____))
 - Copy of the City-issued orders/letter being appealed
 - Attachments you may wish to include
 - This appeal form completed
 - Walk-In OR Mail-In
- for abatement orders only: Email OR Fax

HEARING DATE & TIME (provided by Legislative Hearing Office) Tuesday, <u>December 3, 2013</u>
Time <u>11:30 AM</u>
Location of Hearing: <u>Room 330 City Hall/Courthouse</u>

Address Being Appealed:

Number & Street: 215 SHER BLVD City: ST. PAUL State: MIN Zip: 55103

Appellant/Applicant: THOMAS HOWES, INC Email THOMAS.HOWES@INC.CO
YHFW.COM

Phone Numbers: Business 612 401 1922 Residence _____ Cell 612 570 0771

Signature: _____ Date: _____

Name of Owner (if other than Appellant): _____

Mailing Address if Not Appellant's: _____

Phone Numbers: Business _____ Residence _____ Cell _____

What Is Being Appealed and Why? Attachments Are Acceptable

- Vacate Order/Condemnation/Revocation of Fire C of O
 - Summary/Vehicle Abatement
 - Fire C of O Deficiency List
 - Code Enforcement Correction Notice
 - Vacant Building Registration
 - Other
1. TIME TO COMPLY WITH NOT PROVIDED.
 2. VIOLATIONS ALL-OUT DO NOT MEET SAFETY CONCERNS
 3. OWNER IS MAKING ALL REPAIRS AS FAST AS POSSIBLE

(2)