

MISCELLANEOUS RECORD "O"

No. 90221 Filed for record this 29th day of April A. D. 1933 at 11:00 o'clock A. M.
Affidavit O. C. Knutson, Register of Deeds

NOTICE AND AFFIDAVIT OF ADDITIONAL LIEN

37534-S Clarkfield

State of Minnesota }
County of Ramsey } ss.

T. A. Veldey being first duly sworn, on oath says that he is the Assistant Treasurer of The Federal Land Bank of Saint Paul, a corporation, and makes this affidavit in its behalf; that said Bank is the owner and holder of that certain Sheriff's Certificate, dated September 6th, 1932, and recorded September 12th, 1932, in Book 62 of Deeds on page 15, of the records of Yellow Medicine County, Minnesota, covering lands described as follows, to-wit:

The South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$) and the North Half of the Southeast (N $\frac{1}{2}$ SE $\frac{1}{4}$) Section Thirty-three (33) Township One Hundred Fifteen (115) North, Range Forty-one (41) West, containing One Hundred Sixty (160) acres, more or less, according to the Government Survey thereof.

that on April 24th, 1933, said Bank paid the sum of \$5.00 to the Minnesota Farmers Mutual Insurance Company in payment of an insurance premium on a policy of insurance covering the buildings located on said premises; that no part of said insurance premium advancement has been repaid to said Bank, and that the Sheriff of said County is hereby required, in case of redemption from said foreclosure, to collect the amount of such insurance premium so paid with interest thereon, in addition to the original amount of said Sheriff's Certificate, plus \$1.00 for recording of this notice.

T. A. Veldey

Assistant Treasurer.

Subscribed and sworn to before me this 27th day of April, 1933.

Walter H. Gutsche, Notary Public
Ramsey County, Minn.

(Notarial Seal)

My commission expires October 6, 1938.

Due and personal service of the within notice is admitted and receipt of copy thereof is acknowledged this 28 day of April, 1933.

Martin F. Fitzner

Sheriff of Yellow Medicine County,
State of Minnesota.

No. 90222 Filed for record this 29th day of April A. D. 1933 at 11:15 o'clock P. M.
Tile Ditch Easement O. C. Knutson, Register of Deeds

TILE DITCH EASEMENT

T. H. 48 Proj. 22 Sec. Neg. 14
County of Yellow Medicine
Owner Alfred Swanson
Route 1, Porter, Minn.

Alfred Swanson and Tilda M. Swanson, his wife, Grantors of Route 1, Porter, Minnesota, for and in consideration of the dismissal of the oftake ditch included in Parcel 14 (48-22) State v. Miller-Cole, et al., hereby conveys and warrants to the State of Minnesota, grantee, for tile ditch purposes, free and clear of all incumbrances, the following described real estate in the County of Yellow Medicine in the State of Minnesota:

A strip of land 25 feet in width over and across the West Half of northeast quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$) of Section 11, township 115, north, range 44 west; the center line of said 25 foot strip being described as follows:

From a point on the north line of said section 11, distant 1580.8 feet west of the north east corner thereof, run southerly at right angles from said north section line for a distance of 46 feet, more or less, to a point on the southerly right of way line of trunk highway No. 48, as same is now located and established, said point being the point of beginning of center line herein described; thence continue southerly along last described course for a distance of 350 feet; thence deflect to the left 35°54' for a distance of 425 feet; thence deflect to the right 35°54' for a distance of 725 feet;

containing 0.83 acres, more or less.

And the said grantors for themselves, their heirs, executors, and assigns, do hereby release the state of Minnesota, its successors and assigns, from all claims for any and all damages

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resulting to the lands through and across which the parcel of land hereby conveyed is located by reason of the location, grading, construction, maintenance, and use of a tile ditch.

Dated this 28th day of March, 1933.

In presence of:

Witness Samuel Lewison
Clarence Swenson

Alfred Swenson
Tilda M. Svenson

State of Minnesota)
County of Yellow Medicine) ss.

On this 28th day of March, 1933, before me personally appeared Alfred Swenson and Tilda M. Swenson, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Samuel Lewison (Samuel Lewison)
Notary Public, Minnesota.
My commission expires Aug. 7th, 1935.

(Notarial Seal)

No. 90223 Filed for record this 29th day of April A. d. 1933 at 1:00 o'clock P. M.
Assignment of Rents O. C. Knutson, Register of Deeds

In re: No. 32580

ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of One Dollars (\$1.00), and other good and valuable considerations in hand paid by The Travelers Insurance Company of Hartford, Connecticut, receipt of which is hereby acknowledged, and in further consideration of the agreement of the said company not to ask or take a deficiency judgment against the other parties to this agreement in event of the foreclosure of its mortgage and the waiver by the said company until the date hereinafter stated of its present right to foreclosure its mortgage on the premises hereinafter described, Peter C. Eidem, a single man, of Yellow Medicine County, State of Minnesota, does hereby give, grant, sell, assign and transfer to the said The Travelers Insurance Company of Hartford, Connecticut, the rents, income and profits from the following described premises, from and after March 1st, 1933; southwest quarter (SW 1/4) of Section Three (3), Township One Hundred Fourteen (114) Range Forty-two (42)

in Yellow Medicine County, State of Minnesota; together with the right to enter into the possession of said premises, to lease and rent the same on terms acceptable to said company for a period of time beginning March 1st, 1933 and to receive and collect the rents, income and profits from said property, and to apply the same on any delinquencies under its mortgage, and to pay therefrom the necessary expenses for management of the above described premises, including among other things taxes, insurance, repairs and any other necessary expenses incurred in renting the said land, until all of the said items are fully paid; and apply the remainder, if any, to the reduction of the principal of said mortgage debt; and in the event of a foreclosure of its said mortgage there is hereby granted to the said The Travelers Insurance Company the right to retain such possession of the above described premises during the entire period of redemption and collect and retain to its own use and benefit the rents, income and profits therefrom, provided, however, that in the event of redemption from said foreclosure sale of the premises hereinbefore described by any of the parties to this agreement or their assigns, the said The Travelers Insurance Company will credit such party at the time of redemption with such rentals as are in excess of amounts thereof applied in payment of taxes, insurance, repairs, and all expenses incurred in operating the premises including the cost of improvements, and the said Peter C. Eidem, a single man, hereby agrees to and hereby does peaceably surrender such possession of said premises to The Travelers Insurance Company, its agents or lessees on said March 1st, 1933.

The lease, rentals and possession for the year ending March 1st, 1933, are hereby expressly reserved by the said Peter C. Eidem, a single man, but the right and privilege is hereby given to the Travelers Insurance Company, its agents or its lessees to enter said premises during the fall of 19 for the purpose of doing fall plowing, making repairs on buildings, fences, etc. or for other usual or necessary farm labor in preparation for the ensuing year.

It is the purpose and intent of this agreement to secure to the said The Travelers Insurance Company an amount sufficient to remove the present, and provide against future defaults in the terms of its said mortgage and effect a reduction in the principal amount secured thereby, all as consideration for and to secure the waiver herein by the said company of its present right to foreclose on account of said defaults, and this assignment, grant and transfer of rents, income and profits is made in lieu and instead of a present cash payment to effect such purpose and intent and nothing in this agreement shall prevent the company from foreclosing its said mortgage on and after March 1st, 1934, if on that date the net rentals, income and profits from said premises applicable to the removal of defaults in the terms of said mortgage are not adequate to remove all of said defaults.
Dated at Clarkfield, Minn this 13th day of April, 1933.

Satisfaction in full of this mortgage is recorded in book 7 page 353 and is the same hereby discharged of record. Dated at Granite Falls, Minn. this 11 day of August 1934