

STATE OF MINNESOTA
COUNTY OF WASHINGTON

DISTRICT COURT
TENTH JUDICIAL DISTRICT
Type of Case: Civil Other

Minnwest Bank,

Court File No. 82-CV-23-1959

Plaintiff,

vs.

**NOTICE OF MORTGAGE FORECLOSURE
SALE UNDER JUDGMENT AND DECREE**

Leland Francis Gohlike, Carlota Estevez, ABC
Partnership, XYZ Corp., John Doe, and Mary
Roe,

Defendants.

NOTICE IS HEREBY GIVEN, that under and by virtue of the Order Granting Plaintiff's Motion for Summary Judgment (the "Judgment") entered in the above entitled mortgage foreclosure action on September 1, 2023, in the amount of \$609,965.30, a certified copy of which has been delivered to me, directing the sale of the mortgaged premises hereinafter described to satisfy the amount found and adjudged due Plaintiff in the above entitled action from defendant Leland Francis Gohlike, the Sheriff of Washington County, Minnesota, will sell at public auction to the highest bidder for cash on November 10, 2023, at 10:00 a.m. at the Washington County Sheriff's Office, Law Enforcement Center, 15015 62nd Street North, Stillwater, Minnesota 55082, the premises and real estate described in said Judgment, to wit:

The South Seven Hundred Ten (710.00) Feet of the North Eight Hundred Ten (810.00) Feet of the Southwest Quarter of the Northeast Quarter (SW ¼ of NE ¼), lying East of the East Line of Myeron Road North (also known as County Road 61) as described on the Resolution recorded as Document No. 431242 in the Office of the County Recorder, Washington, Minnesota, and the South Six Hundred Twenty-Five (625.00) Feet of the North Eight Hundred Ten (810.00) Feet of the West Eight Hundred Sixty (860.00) Feet of the Southeast Quarter of the Northeast Quarter (SE ¼ of NE ¼), all in Section Six (6), in Township Thirty (30) North, of Range Twenty (20) West, Stillwater Township, Washington County, Minnesota. Containing 24.536 Acres more or less, according to the United States Government Survey Thereof and Situate in Washington County, Minnesota.

Plaintiff, to the best of its knowledge, provides the following information regarding the mortgaged premises:

1. The physical street address, city and zip code of the mortgaged premises are 11661 Myeron Road North, Stillwater, Minnesota 55082.

2. The tax parcel identification number of the mortgaged premises is 06-030-20-13-0003.

3. The mortgaged premises are encumbered by that mortgage dated December 23, 2011, and recorded on January 12, 2012, as Document No. 3870594 in the Office of the Washington County Recorder, as amended by that Modification of Mortgage dated September 22, 2015 and recorded on December 1, 2015, as Document No. 4049771, as further amended by that Modification of Mortgage dated August 18, 2016 and recorded on August 25, 2016 as Document No. 4080574, and as further amended by that Amendment to Mortgage dated February 23, 2022 and recorded on March 16, 2022, as Document No. 4363486.

4. The name of the mortgage servicer and the lender or broker is Minnwest Bank.

5. The name of the mortgage originator is Minnwest Bank.

6. As of September 12, 2023, the amount due on the Judgment and mortgage is \$618,768.64.


7. The time allowed by law for redemption by Mortgagor or Mortgagor's personal representatives or assigns is six (6) months after the date of sale.

8. Minn. Stat. 580.04(b) provides, "If the real estate is an owner-occupied, single-family dwelling, the notice must also specify the date on or before which the mortgagor must vacate the property if the mortgage is not reinstated under section 580.30 or the property redeemed under section 580.23." If this statute applies, the time to vacate the property is 11:59 p.m. on May 10, 2024.

THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGAGOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES, SECTION 582.032, DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURE PRODUCTION, AND ARE ABANDONED.

Dated: September 18, 2023.

DAN STARRY
SHERIFF OF WASHINGTON COUNTY

By 
Deputy Sheriff

Attorneys for Plaintiff:

Jodie Leigh Grabarski (#277125)
Mychal A. Bruggeman (#345489)
2233 Hamline Avenue North
Roseville, MN 55113
Phone: (651) 927-8656
jgrabarski@grabarskilawpllc.com
mbruggeman@grabarskilawpllc.com

STATE OF MINNESOTA
COUNTY OF WASHINGTON

DISTRICT COURT
TENTH JUDICIAL DISTRICT

Minnwest Bank,

Court File No. 82-CV-23-1959

Plaintiff,

vs.

**ORDER GRANTING PLAINTIFF'S
MOTION FOR SUMMARY
JUDGMENT**

Leland Francis Gohlike, Carlota Estevez,
ABC Partnership, XYZ Corp, John Doe,
and Mary Roe,

Defendants.

The above-entitled matter came on for hearing before the undersigned Judge on August 4, 2023, at 1:30 p.m. pursuant to plaintiff's motion for summary judgment. Appearances were noted on the record.

The Court, having heard the arguments of counsel and having examined the files and proceedings herein, including the Complaint and the Affidavits filed by plaintiff, now makes the following:

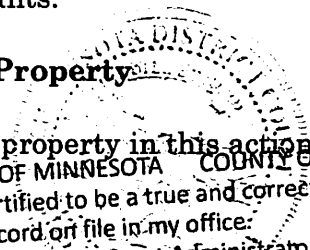
FINDINGS OF FACT

Identity of the Parties to this Action

1. Plaintiff Minnwest Bank ("Minnwest") is a Minnesota banking corporation, with an address located at 1150 Yankee Doodle Road, Eagan, Minnesota 55121.
2. Defendant Leland Francis Gohlike ("Gohlike") is an individual residing at 11661 Myeron Road North, Stillwater, Minnesota 55082.
3. Defendant Carlota Estevez ("Estevez") is an individual residing at 11661 Myeron Road North, Stillwater, Minnesota 55082.
4. Minnwest filed the Summons and Complaint seeking foreclosure of its mortgage on April 28, 2023 and served upon Defendants.

Facts regarding the subject Real Property

5. Gohlike is the fee simple owner of the subject real property in this action



 STATE OF MINNESOTA COUNTY OF WASHINGTON
 Certified to be a true and correct copy of the
 Record on file in my office:
 Court Administrator
 Washington County District Court
 By: Jam Moen 9/6/2023 Deputy

WASHINGTON, D.C. 20540
OFFICE OF THE ATTORNEY GENERAL
UNITED STATES DEPARTMENT OF JUSTICE

MEMORANDUM FOR THE ATTORNEY GENERAL
SUBJECT: [Illegible]

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WASHINGTON, D.C. 20540
OFFICE OF THE ATTORNEY GENERAL
UNITED STATES DEPARTMENT OF JUSTICE

located at 11661 Myeron Road North, Stillwater, Minnesota 55082, legally described as:

The South Seven Hundred Ten (710.00) Feet of the North Eight Hundred Ten (810.00) Feet of the Southwest Quarter of the Northeast Quarter (SW ¼ of NE ¼), lying East of the East Line of Myeron Road North (also known as County Road 61) as described on the Resolution recorded as Document No. 431242 in the Office of the County Recorder, Washington, Minnesota, and the South Six Hundred Twenty-Five (625.00) Feet of the North Eight Hundred Ten (810.00) Feet of the West Eight Hundred Sixty (860.00) Feet of the Southeast Quarter of the Northeast Quarter (SE ¼ of NE ¼), all in Section Six (6), in Township Thirty (30) North, of Range Twenty (20) West, Stillwater Township, Washington County, Minnesota. Containing 24.536 Acres more or less, according to the United States Government Survey Thereof and Situate in Washington County, Minnesota

(hereinafter, the "Real Property").

6. The parcel identification number for the Real Property is 06-030-20-13-0003, and the Real Property is classified as multiple residential. It is not in agricultural use and is approximately 24.540 acres large.

Facts regarding Minnwest's mortgage against the Real Property

The Indebtedness Owing by Gohlike to Minnwest and Default

7. On or about December 23, 2011, Gohlike obtained a loan from Minnwest in the original principal amount of \$150,000. At the time, Gohlike executed a promissory note payable to Minnwest dated December 23, 2011, in the principal amount of \$150,000 (the "Original Note").

8. To secure repayment of the Original Note, Gohlike and his former spouse Estevez granted Minnwest a mortgage dated December 23, 2011 (the "Minnwest First Mortgage"), against the Real Property.

9. The Minnwest First Mortgage was recorded on January 12, 2012, as document no. 3870594 in the Office of the County Recorder in and for Washington County, Minnesota.¹

¹ Minnwest actually holds two Mortgages against the Real Property which are the Minnwest First Mortgage and that Mortgage executed by Leland F. Gohlike and Carlota Gohlike, husband and wife, dated August 8, 2014, filed August 13, 2014 as document number 3997037 in favor of Minnwest Bank, in the amount of \$145,000.00 ("Minnwest Second Mortgage") which such Minnwest Second Mortgage also secures repayment of the

10. Since 2011, Gohlike and Minnwest have executed a number of renewal promissory notes and change of terms of agreements dated as follows: December 20, 2012; December 23, 2013; December 23, 2014; March 23, 2015; September 22, 2015; August 18, 2016; December 10, 2017; April 10, 2018; July 10, 2018; January 10, 2019; April 10, 2019; November 25, 2019; and April 24, 2020 (collectively, the "Amendments," and together with the Original Note, the "Note").

11. Gohlike and Estevez also granted a Modification of Mortgage dated September 22, 2015, which Minnwest recorded on December 1, 2015, as document no. 4049771 (the "2015 Mortgage Modification"), which increased the principal balance owing on the Minnwest First Mortgage to \$250,000.00.

12. Gohlike and Estevez also granted a Modification of Mortgage dated August 18, 2016, which Minnwest recorded on August 25, 2016 as document no. 4080574 (the "2016 Mortgage Modification"), which increased the principal balance owing on the Minnwest First Mortgage to \$450,000.00.

13. Gohlike and Estevez thereafter dissolved their marriage pursuant to a Findings of Fact, Conclusions of Law, Order for Judgment, and Judgment and Decree filed in Washington County, Minnesota on February 1, 2019, entered May 19, 2020, docketed May 19, 2020 in Washington County district court records as case no. 82-FA-15-5086, in the amount of \$551,514.60, and filed in the Office of the Washington County Recorder on December 20, 2019 as document no. 4223619 (the "J&D"), and that Stipulated Findings of Fact, Conclusions of Law, Order for Judgment and Judgment Amending Terms of the Judgment and Decree dated March 10, 2022 and entered March 21, 2022 in Washington County district court records as case no. 82-FA-15-5086 (the "Amended J&D").

14. The Note matured as of December 20, 2020, and continued to be in default as of February 23, 2022, and interest in the amount of \$61,825.00 had accrued on the unpaid principal balance, which was unpaid, and due and owing ("Accrued Interest"), as of February 23, 2022.

15. Gohlike, since divorced, requested additional time from Minnwest to either repay the principal balance of \$450,000.00 and Accrued Interest owing under the Note, or obtain replacement financing to pay the entire balance owing on the Note to Minnwest in full.

16. Minnwest agreed to extend the time for payment for an additional twelve (12) months, and, as a result, Gohlike further executed a current First Amended and Restated Promissory Note having an effective date of February 23, 2022, in the principal amount of \$450,000.00 (the "Amended Note") amending and renewing the

Note and the Amended Note.

indebtedness then-owing under the Note which had matured by its terms on April 24, 2020, and reserving payment of the Accrued Interest thereon.

17. Under the Amended Note, in addition to providing Gohlike with an additional period of twelve (12) months to pay the principal balance of \$450,000.00 owing to Minnwest under the Note ("Principal Balance"), Minnwest also agreed to waive collection and defer payment of the Accrued Interest if Gohlike actually paid the Principal Balance and all future accrued interest in full within twelve (12) months, as stated in the Amended Note.

18. Gohlike further executed an additional Amendment to Mortgage having an effective date of February 23, 2022, which Minnwest recorded on March 16, 2022, as document no. 4363486 (the "Amended Mortgage") amending the Minnwest First Mortgage, as previously modified, which reflected the existence of the Amended Note.

19. The defined term "Minnwest First Mortgage" shall hereinafter include and incorporate the terms of the 2015 Mortgage Modification, the 2016 Mortgage Modification and the Amended Mortgage.

20. Pursuant to the terms of the Amended Note and Amended Mortgage, Gohlike began making monthly payments of \$3,850.00 on March 23, 2022, and was scheduled to make payments up through and including the maturity date of February 23, 2023 (the "Maturity Date"), upon which date the Principal Balance and all interest accruing thereon since February 23, 2022, was due in full. Gohlike's last payment to Minnwest on the Amended Note was paid on January 24, 2023, and the Principal Balance owing under the Amended Note, as well as accrued interest thereon accruing on and after February 23, 2022, was not timely paid by Gohlike on or before the Maturity Date.

Gohlike's Chapter 13 Bankruptcy and Default

21. Gohlike filed chapter 13 bankruptcy on August 30, 2022.

22. Gohlike was not in default of the Amended Note and the Minnwest First Mortgage at the time he filed bankruptcy.

23. Gohlike has since defaulted under the Amended Note by failing to pay the full balance owing on the Amended Note on the Maturity Date.

24. Due to the existence of Gohlike's bankruptcy proceedings, Minnwest provided Gohlike with notice of the default and the contractual increase in the interest rate applicable to the Amended Note to Gohlike by and through his attorney, John D. Lamey, III, via first class mail and email on February 24, 2023 (the "First Notice of Default").

25. Gohlike's default under the Amended Note created two additional consequences. First, the default reinstated Gohlike's contractual obligation to pay the Accrued Interest Minnwest had agreed to waive if Gohlike had paid the Amended Note in full by the Maturity Date.

26. If Gohlike defaulted, the Accrued Interest would "be reinstated" and become payable.

27. As a result of Gohlike's failure to pay the Amended Note on or before the Maturity Date, Minnwest has reinstated the Accrued Interest in the amount of \$61,825.00.

28. Second, under the Amended Note and the Note, Gohlike's failure to pay the Principal Balance and all accrued interest thereon on the Maturity Date also triggered the following charges and costs: (a) a late charge of 5%; (b) a default interest rate that increases the regular rate of interest by four percent (4%) from the first day of default through thirty (30) days thereafter, (c) a default interest rate of sixteen and five-tenths percent (16.5%) on all matured amounts which are not paid within thirty (30) days of the Maturity Date, and (d) recovery of attorneys' fees and other collection costs.

29. As of March 25, 2023, the default rate of sixteen and five-tenths percent (16.5%) went into effect on the outstanding balance owing under the Amended Note.

30. On March 30, 2023, Minnwest provided Gohlike with notice of the continuing default and further increased interest rate applicable to the Amended Note to Gohlike's attorney, John D. Lamey, III, via first class mail and e-mail (the "Second Notice of Default") due to the continuing bankruptcy proceedings.

31. Due to Gohlike's default, Minnwest moved for relief from stay to seek foreclosure of the Minnwest First Mortgage and the Bankruptcy Court granted relief from stay on April 13, 2023.

32. As of April 28, 2023, the amount due under the Amended Note totals \$578,284.00, which includes unpaid principal of \$450,000.00, pre-default accrued interest which accrued from February 24, 2022 through February 23, 2023 (at the rate of 5%) in the amount of \$15,868.75; the Accrued Interest in the amount of \$61,825.00 accrued on the unpaid principal balance as of February 23, 2022; post-default interest from February 23, 2023 through March 24, 2023 (at the rate of 9%) in the amount of \$3,356.25; post-default interest from March 25, 2023 through April 28, 2023 (at the rate of 16.5%) totaling \$7,125.00, late fees of \$22,500.00, and attorneys' fees and related collection costs totaling approximately \$17,609.00. Interest accrues at a rate of \$206.25 per diem.

Minnwest is entitled to foreclose the mortgage

33. The failure to repay the Principal Balance and all accrued interest thereon on the Maturity Date is a default under the Amended Note and the Minnwest First Mortgage and permits Minnwest to foreclose the Minnwest First Mortgage by advertisement or action.

34. The Minnwest First Mortgage further provides for recovery of all attorneys' fees and expenses incurred during foreclosure.

The Minnwest mortgage is a First-Priority Mortgage

35. The Minnwest First Mortgage is a first-priority mortgage against the Real Property.

36. The only other creditor of record is Estevez, based on recording the J&D and Amended J&D, under which she has a judicial lien and the right to seek the sale of the Real Property to satisfy Gohlike's obligation to her arising from their marriage dissolution.

37. Any claims or interests asserted in this action by Estevez or granted to her by the J&D and Amended J&D against the Real Property are and remain entirely subject, subordinate, and junior to the Minnwest First Mortgage.

38. Any claims or interests asserted in this action by any other Defendants named herein against the Real Property are and remain entirely subject, subordinate, and junior to the Minnwest First Mortgage.

Estevez does not own a joint tenancy interest in the Real Property

39. No deed or other instrument in the public real estate record that conveyed a joint tenancy interest to Gohlike and Estevez.

40. Gohlike acquired fee title to the Real Property as an individual in 1995 – before his marriage to Estevez.

41. Despite Estevez's claim that the judgment and decree in her marriage dissolution conveyed no such conveyance occurred.

42. The Gohlike and Estevez stipulated Judgment and Decree states "Petitioner's name [Estevez] will remain as a joint tenant on the title of the property described as The Outing Lodge until the property settlement is satisfied in full." The Judgment and Decree did not award Estevez or convey to Estevez a joint tenancy ownership interest in the property.

43. The Gohlike's and Estevez's attorneys who drafted the stipulated Judgement and Decree made errors regarding the legal interest Gohlike and Estevez each had in the Real Property.

44. Notably, Minnwest was not a party nor in privity to either party to the marriage dissolution and cannot be barred from asserting its mortgage that was recorded well before Gohlike and Estevez filed for divorce.

Minnwest complied with Minn. Stat. § 507.02 obtained Estevez's signature on the mortgage to subject her inchoate marital interest in the Real Property.

45. Even though Estevez did not own the Real Property as a joint tenant, Minnwest obtained her signature to the Minnwest First Mortgage, and subsequent modifications subjecting any inchoate marital interest Estevez had in the Real Property.

46. Gohlike was the only record owner of the Real property at the time the Minnwest First Mortgage was executed as well as at the time of the subsequent modifications.

Estevez remains bound by her signature on the Minnwest First Mortgage

47. Estevez signed the Minnwest First Mortgage and its modifications.

48. It is undisputed that Estevez signed the original mortgage and related documents as follows:

- a. Minnwest First Mortgage original principal balance \$150,000.00 signed by Estevez on December 23, 2011.
- b. Minnwest Second Mortgage original principal balance of \$145,000.00 signed by Estevez August 8, 2014.
- c. Modification of Minnwest First Mortgage increasing principal balance amount to \$250,000.00 signed by Estevez September 22, 2015.
- d. Modification of Minnwest First Mortgage increasing the principal amount to \$450,000.00 signed by Estevez on August 18, 2016.

49. Estevez and Gohlike also acknowledged the Minnwest First Mortgage as encumbering the Real Property in their Stipulated Judgement and Decree.

50. Estevez also secured a provision in the Amended Judgment and Decree prohibiting Gohlike from further encumbering the Real Property.

Amount due, attorneys' fees and costs and disbursements

51. The amount owing as of the hearing date of this matter on August 4, 2023 is \$609,965.30, which includes the following:

- a. unpaid principal of \$450,000.00,
- b. pre-default accrued interest \$15,868.75 which accrued from February 24, 2022 through February 23, 2023 (at the rate of 5%);
- c. \$61,825.00 Accrued Interest as of February 23, 2022;
- d. \$3,356.25 post-default interest from February 23, 2023 through March 24, 2023 (at the rate of 9%);
- e. \$27,337.50 post-default interest from March 25, 2023 through August 4, 2023 (at the rate of 16.5%);
- f. late fees of \$22,500.00,
- g. and attorneys' fees and related collection costs totaling approximately \$29,077.80.

52. Interest accrues at a rate of \$206.25 per diem.

53. Minnwest submits the Affidavit of Mychal Bruggeman along with an attached work-in-progress report as Exhibits F & G in support of its request for allowance of attorneys' fees and costs and disbursements under Minn. Gen. R. Prac. § 119.02.

54. Minnwest has incurred attorneys' fees of \$24,445.00 to date. These fees mostly relate to this action, in which Minnwest is seeking entry of a money judgment and authorization to foreclose upon the Real Property. This amount includes \$15,399.00 incurred in appearing in Gohlike's bankruptcy case, preparing, and filing a claim, seeking relief from stay, which Gohlike opposed, responding to Estevez's motion for relief from stay to oppose the position she took regarding her joint title of the Real Property, and opposing Gohlike's attempt to convert his case to a chapter 11 business reorganization.

55. Remaining fees of \$8,546.00 include pursuing this foreclosure action and filing a response to Estevez's Motion to Sell and Notice of Intervention in Washington County Family Court to assert the priority of the Minnwest First Mortgage.

56. Minnwest's attorneys estimate that an additional two hours or \$500.00 will be incurred to complete the summary judgment. Thus, the total fee request is \$29,067.80.

57. Minnwest has incurred other costs and disbursement paid initially by counsel of

\$1,344.80, comprised primarily of:

- i. Title Search fees with copies \$177.00
- ii. Service of Process \$80.00
- iii. Courier, Postage, Registered Mail Fees, and copying charges \$9.80
- iv. Bankruptcy Court Filing Fees \$188.00
- v. Civil Court Filing Fees \$302.00.
- vi. Family Court Filing Fees \$452.00
- vii. Civil Court Motion Fees \$80.00
- viii. Recording Fees (Notice of Lis Pendens) \$56.00

58. Minnwest incurred an additional \$3278.00 in fees and \$10.00 in additional costs associated with its reply brief.

59. Calculated to the hearing date of August 4, 2023, the total amount due as secured by the Mortgage is \$609,965.30 as follows:

| | |
|------------------------------------|--------------|
| Principal, Interest and Late Fees: | \$580,887.50 |
| Attorneys' Fees: | \$27,723.00 |
| Costs and Disbursements: | \$1,354.80 |
| Total: | \$609,965.30 |

60. The interest rate that will accrue on this amount between the entry of judgment and the date of the sheriff's sale will be the judgment rate at 10%. See *Minnwest Bank Central v. Flagship Properties, LLC*, 689 N.W.2d 295, 306 (Minn. App. 2004). The post-judgment, pre-sale rate to accrue should be \$166.2130 per diem.

CONCLUSIONS OF LAW

1. Minnwest is entitled to summary judgment as there appears to be no genuine dispute of material facts and Minnwest is entitled to judgment as a matter of law.

2. A decree of dissolution can only provide whether "parties continue to hold an interest in real estate as joint tenancy."² Here, Estevez could not continue to hold that which she did not hold in the first instance. Gohlike's and Estevez's Judgment and Decree mistakenly characterized Gohlike's and Estevez's ownership interest as a joint tenancy.

3. Minnwest properly complied with Minn. Stat. § 507.02.

4. The Minnwest First Mortgage was supported by consideration. Consideration for a mortgage has been found where there is consideration for the underlying

² Minn. Stat. 500.19, sub. 5.

obligation.³ Consideration can be given to the mortgagor or any other person and need not be directly paid to a non-debtor spouse who has joined in a mortgage.⁴ Estevez granted the mortgage to secure an obligation between her husband and Minnwest.

5. Gohlike is in default under the Note and Mortgage and Minnwest is entitled to an immediate money judgment against Gohlike for the amount owed of \$609,965.30.⁵

6. Within this amount, Minnwest is entitled to recover attorneys' fees in the amount of \$27,723.00 and costs and disbursements in the amount of \$1,354.80. The Bruggeman Affidavit satisfies General Rule of Practice 119 as to allowance of attorneys' fees and costs.

7. Minnwest is entitled to foreclose its mortgage lien, under the sale procedures set forth in Minn. Stat. Ch. 581.

8. If Minnwest proceeds with a foreclosure sale, the period of the owner's redemption shall be six months from the date of sale.

9. Any claims or interests asserted in this action by Defendants named herein against the Real Property remain entirely subject, subordinate, and junior to Minnwest's first-priority Minnwest First Mortgage on the Real Property.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court grants Minnwest's motion for summary judgment in all respects.

2. The amount due under the Note and Mortgage to Minnwest is \$609,965.30 and an immediate money judgment may be entered in favor of Minnwest and against Gohlike in the amount of \$609,965.30 (the "Judgment").

3. No money judgment shall be entered against any other Defendant named in this action.

4. Minnwest's rights to an immediate monetary judgment, decree of foreclosure, or other contract rights shall be cumulative remedies, and Minnwest shall be entitled to exercise one or more of these rights, in any order and/or simultaneously.

³ Baker v. Citizens State Bank, 349 N.W.2d 552, 557 (Minn. 1984).

⁴ Overman v. Minnwest Bank South, 2008 WL 2574461 **1-2 (Minn. App. 2008) (consideration to support a mortgage need only be indirect and focused on the underlying consideration exchanged for the secured debt).

⁵ In his answer, Gohlike sought an accounting of the amount due which Minnwest has provided in support of its motion. Gohlike's request for an accounting is resolved and moot.

5. Minnwest may proceed to foreclose its Mortgage and the Sheriff of Washington County, Minnesota, is authorized to conduct foreclosure sales of the Real Property in Washington County, Minnesota legally described as follows:

Address: 11661 Myeron Road North, Stillwater, Minnesota 55082

PIN: 06-030-20-13-0003

Legal Description: The South Seven Hundred Ten (710.00) Feet of the North Eight Hundred Ten (810.00) Feet of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ of NE $\frac{1}{4}$), lying East of the East Line of Myeron Road North (also known as County Road 61) as described on the Resolution recorded as Document No. 431242 in the Office of the County Recorder, Washington, Minnesota, and the South Six Hundred Twenty-Five (625.00) Feet of the North Eight Hundred Ten (810.00) Feet of the West Eight Hundred Sixty (860.00) Feet of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ of NE $\frac{1}{4}$), all in Section Six (6), in Township Thirty (30) North, of Range Twenty (20) West, Stillwater Township, Washington County, Minnesota. Containing 24.536 Acres more or less, according to the United States Government Survey Thereof and Situate in Washington County, Minnesota.

6. The Court directs the Sheriff of Washington County to proceed to sell the Real Property according to the provisions of Minn. Stat. Ch. 581.

7. Minnwest may credit bid at the sale.

8. If Minnwest completes the foreclosure sale on the Real Property, the sheriff shall make a report to the Court and Minnwest will move for confirmation of the sale, in which the proceeds of said sale shall then be applied as follows: (1) for payment of costs and disbursements of said sale, then, (2) to payment of the amounts adjudged to be due and owing to Minnwest under the Minnwest First Mortgage and Judgment herein; with interest on the amount adjudged at the applicable judgment rate after entry of the Judgment; (3) if any surplus remains after the full payment of the Minnwest First Mortgage and Judgment of Minnwest and additional costs and disbursements, the sheriff shall pay such amounts to any junior lienholders recorded on the Real Property or to the mortgagor of the Real Property.

9. In the event the sheriff conducts the foreclosure sale and Minnwest obtains a further court order confirming the foreclosure sale, now or in the future, the Court Administrator shall partially or fully satisfy the remaining amount of the Judgment by the amount of the successful bid at the confirmed foreclosure sale of the Property.

10. If the Judgment is not fully satisfied by the foreclosure sale, Minnwest shall have a deficiency judgment for the remaining balance against Defendant Leland

Francis Gohlike.

11. If no redemption therefore is made within six months of the date of the order confirming the foreclosure sale, or within the applicable period for any junior lienholder to redeem, the successful bidder at the sale be decreed to be the absolute owner of the Real Property purchased at said sale as adjudged by this Court.

12. The Minnwest First Mortgage is prior and superior to the rights, title, interests, liens or claims of any other person claiming an interest in the Real Property, and all persons claiming any such interests shall be barred and foreclosed of all rights, title, interests, liens or claims and equity of redemption in or to the Real Property, except the right to redeem the same as provided by law, which right shall expire for the mortgagor six months after the date of the order confirming the foreclosure sale, and expire for any junior lienholder within the time permitted by statute after expiration of the mortgagor's right of redemption.

13. Washington County Court Administration shall transmit notice of filing of this Order and a copy of this Order by the designated e-filing and e-service system, e-mail, or mail to every party affected thereby or upon such party's attorney of record, whether such party has appeared in the action or not, at the party or attorney's last known mail or e-mail address. Such transmittal shall constitute due and proper notice of this Order for all purposes.

THERE BEING NO JUST REASON FOR DELAY, LET JUDGMENT BE ENTERED ACCORDINGLY.

BY THE COURT:

Brosnahan, Helen

(Judge)



2023.09.01

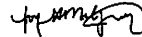
09:11:39 -05'00'

Dated: September 1, 2023

HELEN R. BROSNAHAN
Judge of District Court

I certify the above order constitutes the Judgment of the
Court.
Court Administrator

By:



09/01/23 11:15 AM

09/01/23 11:15 AM