

Office of County Recorder
State of North Dakota
County of Walsh)
Recorded: 1/18/2019 at 10:40 AM

OFFICE OF COUNTY RECORDER 291754
COUNTY OF WALSH
STATE OF NORTH DAKOTA
I certify that the within instrument was filed in this office on
1/18/2019 at 10:40 AM



Yvette Moe County Recorder
By *Yvette Moe*
Paid Recording (20.00) STEVEN C EKMAN PC
Return: STEVEN C EKMAN PC 910 HILL AVENUE PO BOX 70
GRAFTON, ND 58237

ASSIGNMENT OF MORTGAGE

JUDY KEELEY,
whose post office address is
15187 75TH Street NE,
Grafton, ND 58237,
hereinafter referred to as

"ASSIGNOR",

hereby assigns to

ERIK AHLGREN, as chapter 7 trustee for the bankruptcy estate of John Keeley and Dawn Keeley
in bankruptcy #17-30526, or his successors or assigns
whose post office address is
Ahlgren Law Office, PLLC,
220 W Washington Ave, Ste 105,
Fergus Falls, MN 56537,
hereinafter referred to as

"ASSIGNEE",

as collateral security for the payment of Four Hundred Thousand and 00/100 Dollars
(\$400,000.00) that assignor owes assignee, that certain mortgage, dated May 16, 2011, made
and executed by JOHN KEELEY and DAWN KEELEY, as mortgagors, to BELL BANK fka BELL
STATE BANK & TRUST, as mortgagee, recorded on May 27, 2011, as document number
274335, as amended by that certain Modification of Mortgage, dated July 1, 2015, recorded in the
Office of the County Recorder in and for Walsh County, North Dakota, on July 7, 2015, as
document number 284304.

Said Mortgage was assigned by BELL BANK to EUGENE KEELEY (now deceased) and JUDY
KEELEY by an Assignment of Mortgage recorded March 1, 2018, as Doc. No. 289746. AND that
certain mortgage dated November 14, 2013, made and executed by JOHN T. KEELEY and
DAWN M. KEELEY, as mortgagors, to BELL BANK fka BELL STATE BANK & TRUST, as
mortgagee, recorded November 21, 2013, as Doc. No. 280544. Said mortgage was assigned by

BELL BANK to EUGENE KEELEY (now deceased) and JUDY KEELEY by an Assignment of Mortgage recorded March 1, 2018, as Doc. No. 289747.

Said mortgages and Assignments of Mortgage described the following premises in Walsh County, North Dakota.

A The Northwest Quarter (NW1/4) of Section 7, Township 158 North, Range 51 West of the 5th P.M., Walsh County, North Dakota;

AND

B. A tract of land in Government Lot 7, Section 3, Township 158 North, Range 52 West of the 5th P.M., Walsh County, North Dakota, described as follows: Beginning at the Southwest corner of the Southeast Quarter (SE1/4) of said Section 3; thence North 0°27' East and along the quarter line a distance of 858.0 feet; thence South 89°55' East a distance of 660.0 feet; thence South 0°27' West a distance of 858.0 feet to the East-West section line between Sections 3 and 10; thence North 89°55' West and along the section line a distance of 660.0 feet to the point of beginning;

AND

C Southwest Quarter (SW1/4), of Section 4, Township 158 North, Range 52 West of the 5th P.M., Walsh County, North Dakota, EXCEPT a tract of land located in the Southwest Quarter of the Southwest Quarter (SW1/4SW1/4) of said Section 4, more particularly described as follows: Commencing at the Southwest corner of said Section 4; thence due North along West line of said Section 4, a distance of 697.85 feet; thence bearing South 88°00'39" East a distance of 692.06 feet; thence South 1°34'01" West, a distance of 699.16 feet, to a point on the South line of said Section 4; thence West along said South line, a distance of 672.98 feet to the point of beginning;

AND

D The East Half of the East Half of the Southeast Quarter (E1/2E1/2SE1/4) of Section 9, Township 158 North, Range 52 West, Walsh County, North Dakota, EXCEPT the East 60 feet;

AND

E The South Half of the South Half of the Southwest Quarter (S1/2S1/2SW1/4) of Section 15, Township 158 North, Range 53 West, Walsh County, North Dakota, EXCEPT the South 45 feet.

Together with the promissory notes, described in such mortgage, and the money due and to become due thereon with interest;

Subject, however to the express condition that if assignor, or the heirs, executors, administrators, or assigns of assignor, shall pay or cause to be paid to assignee, or to the heirs, executors, administrators, or assigns of assignee, the above-stated sum of Four Hundred

Thousand and 00/100 (\$400,000.00) on or before June 1, 2028, with interest thereon at the rate of nine percent (9.00%) per annum from June 1, 2018, this assignment shall be void; it being made for the sole purpose of securing the payment of such sum of Four Hundred Thousand and 00/100 Dollars (\$400,000.00) with interest thereon as herein specified.

In the event assignee, or the heirs, executors, administrators, or assigns of assignee, shall collect and receive the money due on the promissory note secured by the mortgage hereby assigned, he, she, or they shall, after retaining the reasonable expenses incurred in so collecting and receiving, pay the surplus, if any, to assignor, or to the heirs, executors, administrators, or assigns of assignor.

IN WITNESS WHEREOF, Assignor has executed this assignment this 25 day of OCTOBER, 2018.

ASSIGNOR:




JUDY KEELEY

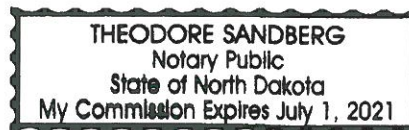
STATE OF NORTH DAKOTA

COUNTY OF GRAND FOLKS, ss.

On this 25 day of OCTOBER, 2018, before me, the undersigned Notary Public in and for said County and State, personally appeared JUDY KEELEY, known to me to be the person who is described in, and acknowledged to me that she executed the same.



Notary Public



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