

From:

06/10/2016 13:58 #234 P.003/014

JUN. 10. 2016 8:47AM LOMMEN ABDO LAW FIRM

NO. 260 P. 3

STATE OF MINNESOTA  
COUNTY OF CARVER

DISTRICT COURT  
PROBATE DIVISION  
FIRST JUDICIAL DISTRICT

In Re the Estate of:  
Prince Rogers Nelson,  
Decedent.

Court File No. 10-PR-16-46

**AFFIDAVIT OF HEIRSHIP OF  
JOHN RODGER NELSON**

STATE OF MISSOURI     )  
                                  ) ss  
COUNTY OF JACKSON    )

John Rodger Nelson, being first duly sworn upon oath, deposes and states as follows:

I provide the following answers and information pursuant to the Court's May 18, 2016 Order, the Protocol Prior to Potential Genetic Testing, and the Request for Parentage Information in this proceeding:

1. My full name is John Rodger Nelson.
2. My date of birth is [REDACTED] 1944.
3. I was born in Minneapolis, Minnesota.
4. Attached as **Exhibit A** is copy of my certified birth certificate. Attached as **Exhibit B** is a copy of my uncertified birth certificate. Based on communications with my counsel, Lommen Abdo, P.A., it is my understanding that Exhibits A and B were obtained by my counsel in connection with this matter.
5. My biological parents are John Louis Nelson and Vivian Nelson. I have seen my father's name misspelled from time to time on some documents as John Lewis Nelson.

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6. My biological parents were married at the time of my birth.
- a. My parents were married on October 29, 1938.
  - b. My parents were married in St. Paul, Minnesota, Ramsey County.
  - c. My biological mother's maiden name is Howard.
  - d. Attached as proof of my parents' marriage is a copy of the following documents, which I understand were obtained by my counsel, Lommen Abdo, P.A., in connection with this matter:
    - Exhibit C:** Application for Marriage License dated October 20, 1938 and Marriage License and Certificate, dated October 25, 1938, State of Minnesota, District Court for the County of Ramsey.
    - Exhibit D:** Mortgage Deed for Lot One (1), Block Fifteen (15), Vinton Park Addition to Minneapolis, according to the plat thereof on file and of the record in the Office of the Register of Deeds in and for said Hennepin County dated March 20, 1952 in the names of "John L. Nelson and Vivian Nelson, husband and wife."

As stated in **Exhibit D**, this Lot was also known as 3728 5<sup>th</sup> Avenue South, Minneapolis, Minnesota, which was our family home throughout my age of minority ("Nelson family home").
    - Exhibit E:** Mortgage Deed for Lot One (1), Block Fifteen (15), Vinton Park Addition to Minneapolis, according to the plat thereof on file and of the record in the Office of the Register of Deeds in and for said Hennepin County dated August 30, 1960.
    - Exhibit F:** Copy of U.S. DEPARTMENT OF COMMERCE - BUREAU OF THE CENSUS, SIXTEENTH CENSUS OF THE UNITED STATES: 1940, Population Schedule, S.D. No. 5, E.D. No. 89-134, April 15-16, 1940.
  - e. My parents (John L. Nelson and Vivian Nelson (Howard)) were divorced on March 15, 1957. Attached are copies of the following documents, which I understand were obtained by my counsel:

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**Exhibit G:** Judgment and Decree ("Divorce Decree") and Findings of Fact, Conclusions of Law and Order for Judgment in *Vivian Nelson v. John Lewis Nelson*, Court File No. 527037, State of Minnesota, District Court, Hennepin County.

I believe that the date of marriage (October 29, 1937) identified in Paragraph 1 of the Findings of Fact is a typographical error.

**Exhibit H:** Judgment and Decree, *Vivian Nelson v. John Lewis Nelson*, Court File No. 527037, State of Minnesota, District Court, Hennepin County (recorded with the Mortgage Deed dated August 30, 1960, **Exhibit E**).

7. As I understand this Request, my biological parents were not married after I was born.

8. If it is somehow determined for the purposes of this stage of the proceedings that my biological parents were not married at the time I was born, I submit my response to Request No. 6 and each of its respective subparts as my response to Request No. 8 and each of its respective subparts.

9. If it is somehow determined for the purposes of this stage of the proceedings that my biological parents were not married at the time I was born, I unequivocally declare that John L. Nelson received me into my father's home—including the Nelson family home located at 3728 5<sup>th</sup> Avenue South, Minneapolis, Minnesota—and held me out to be his biological child from the day I was born through my full age of minority and until the day that my father died, August 25, 2001. In further support of my response to Request No. 9, I declare and hereby submit and rely upon the following:

- a. On the date of my birth, my parents resided at the Nelson family home located at 3728 5<sup>th</sup> Avenue South, Minneapolis, Minnesota, which is identified on **Exhibit G** (Divorce Decree) and **Exhibits D and E** (Mortgage Deeds).

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- b. Throughout my childhood and most of my age of minority, my father, John L., my mother, Vivian, and my three sisters (Sharon, Norrine, and Lorna) and I, called 3728 5<sup>th</sup> Avenue South, Minneapolis, Minnesota "Home." Together, my father and the rest of us celebrated many, if not most, holidays (like Christmas, Easter, Thanksgiving, and Independence Day), as well as each of our birthdays at the Nelson family home.
- c. My sisters and I were raised by my parents in the Nelson family home from approximately 1943 through October 1956, which is the approximate date my father decided to leave our family and moved out of the Nelson family home. He did not return.
- d. The pleadings and documents from the *Estate of John Louis Nelson*, Court File No. PO-01-1660, State of Minnesota, District Court Probate Division for the County of Carver, as further identified and discussed in Response to Request No. 14.
- e. The Affidavits of Heirship of Sharon L. Nelson, and Norrine P. Nelson.

10. I do not believe that this Request applies to me. If it is determined at this stage of the proceedings that my parents did not marry or attempt to marry, I am not aware, to the best of my knowledge, that any man (including my father, John L. Nelson) and my biological mother acknowledged any man's paternity of me in writing.

11. I do not believe that this Request applies to me. If it is determined at this stage of the proceedings that my parents did not marry or attempt to marry, I am not aware, to the best of my knowledge, that my biological mother executed a recognition of parentage of me.

12. No other man is presumed to be my father under any of the presumptions found in Minn. Stat. § 257-55.

13. My biological mother (Vivian Howard) was not married to any man other than my biological father (John L. Nelson) when I was born or within 280 days of my birth.

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14. On August 25, 2001, my biological father, John L. Nelson, died intestate. On October 5, 2001, my brother, Prince Rogers Nelson, filed an Application for Informal Appointment of Personal Representative (Intestate) in *In re Estate of John Louis Nelson*, Court No. PO-01-1660, State of Minnesota, District Court Probate Division of Carver County. **(Exhibit I)**. The Application, which was apparently signed under penalties of perjury by Prince and his counsel at the time, Traci Bransford Bullock, identified the following persons as the sons and daughters of John L. Nelson:

- Lorna Nelson;
- Sharon Blakley (Nelson);
- Norrine Nolen (Nelson);
- John R. Nelson;
- Prince Rogers Nelson; and
- Tyka Nelson

On October 5, 2001, an Order granting the Informal Appointment of Personal Representative (Intestate), Prince Rogers Nelson, was signed, entered, issued, and filed by the Carver County Registrar. **(Exhibit J)**. On November 7, 2002, Prince and his counsel, Ms. Bransford, filed a Petition for an Order Allowing for Final Account and Settling Estate and Order of Distribution, again apparently signed under the penalty of perjury by Prince. **(Exhibit K)**. In his Petition, Prince again identified me and my five other siblings as the only sons and daughters of John L. Nelson. On February 2, 2003, the Judge signed and issued an Order Allowing Final Accounting and Settling Estate and Order for Distribution, granting Prince's Petition, which identified me and my siblings above, as the only sons and daughters of John L. Nelson. **(Exhibit L)**. It is important to note that Duane Nelson was not determined to be the son of John L. Nelson. It is also important to note that my sister, Lorna Nelson, submitted a sworn Affidavit in that proceeding in which she stated: "My father and Vivian Nelson had four children: me,

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Sharon Blakely [Nelson] who is 61 years old, Norrine Nelson who is 60 years old, and John Rogers Nelson who is 57 years old." (Exhibit M).

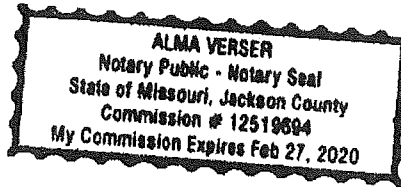
I also rely on additional documents from the *In re Estate of John Louis Nelson*, which are attached as a group to this Affidavit. (Exhibit N). It is my understanding that certified copies of these documents have been obtained, and will be provided to the Special Administrator.

**FURTHER YOUR AFFIANT SAYETH NAUGHT.**

John R. Nelson  
John Rodger Nelson

Subscribed and sworn to before me  
this 10<sup>th</sup> day of June, 2016

Alma Verser  
Notary Public



# **EXHIBIT A**

STATE OF MINNESOTA  
CERTIFICATE OF VITAL RECORD

CERTIFICATE OF BIRTH

STATE FILE NUMBER 1944-MN-046996

FULL NAME JOHN RODGER NELSON

DATE OF BIRTH [REDACTED] 1944

SEX MALE

PLACE OF BIRTH MINNEAPOLIS HENNEPIN MINNESOTA

PARENT VIVIAN

NAME PRIOR TO FIRST MARRIAGE HOWARD

PARENT JOHN NELSON

ANY AMENDMENT MADE PRIOR TO 04/29/2001 FOR THIS RECORD IS NOT NOTED ON THIS CERTIFICATE.

THIS IS A TRUE AND CORRECT RECORD OF BIRTH REGISTERED IN THE MINNESOTA OFFICE OF VITAL RECORDS.

MR&C Certificate ID  
10011780



27A-001221595

FILED: JANUARY 19, 1944

*Molly Mulcahy Crawford*

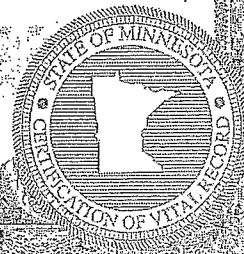
Molly Mulcahy Crawford  
STATE REGISTRAR

ISSUED: MAY 17, 2016

HENNEPIN COUNTY SERVICE CENTER-GC

THIS CERTIFICATE IS VALID ONLY WHEN PRINTED ON OFFICIAL WATERMARKED SECURITY PAPER WITH A SECURITY THREAD AND STATE SEAL OF MINNESOTA.

ANY ALTERATION OR REPRODUCTION OF THIS CERTIFICATE IS VOID.





**EXHIBIT B**

Form H 100  
53

# CERTIFICATE OF BIRTH

DIVISION OF PUBLIC HEALTH—VITAL STATISTICS

119

Registered No.

PLACE OF BIRTH  
CITY OF MINNEAPOLIS  
COUNTY OF HENNEPIN  
STATE OF MINNESOTA

2. USUAL RESIDENCE OF MOTHER (If an institution, give place of residence prior to admission)

State Minnesota  
County Hennepin  
Township  
or  
Village  
City Minneapolis  
No. 3728 - 5th Avenue South St.

Is residence within limits of city or incorporated village? Yes

No. Maternity Hospital St.  
(If a hospital or institution give its NAME instead of street and number)

Length of mother's stay before delivery: 2 hours  
In hospital or institution yrs. mos. days  
In this city 17 yrs. mos. days

3. FULL NAME OF CHILD

\*John Rodger Nelson

4. Sex Male 5. Twin, triplet, or other 6. Number in order of birth 7. Length and Weight 21" 8# 8 oz. 8. Legitimacy YES 9. Date of birth 1944 (month, day, year)

FATHER

MOTHER

10. Full name John Nelson

16. Full maiden name Vivian Howard

11. Color or race Negro 12. Age at last birthday 27 (Years)

17. Color or race Negro 18. Age at last birthday 23 (Years)

13. Birthplace (Municipality or county) (State or country) Minneapolis, Minnesota

19. Birthplace (Municipality or county) (State or country) St. Joseph, Missouri

14. Usual occupation Machinist

20. Usual occupation Housewife

15. Industry or business Honeywell War Plant

21. Industry or business Own home

23. Children born to this mother:  
These totals MUST include (a) Total No. of children born to this mother Four  
THIS child (b) No. born alive and now living Four  
(c) No. born alive but now dead None  
(d) No. born dead None

23. Premature? No Weeks of gestation 40 24. Cause of this stillbirth } Before labor  
Stillborn? No } During labor

25. Was 1% silver nitrate used to prevent infant blindness? Yes ~~NO~~ \*Crown-heel length best measured with baby suspended by ankles.

## CERTIFICATE OF ATTENDING PHYSICIAN, MIDWIFE, PARENT OR OTHER INFORMANT

I hereby certify that I attended the birth of this child, who was Born alive at 2:26 AM, on the date above stated, and that the above facts as given are true to the best of my knowledge, information and belief.

I have checked the above facts and find they are correct.

Signature of Physician, Midwife, Parent or Other Informant  
Arnold E. Ritt  
(Cross out words which do not apply)

John L. Nelson  
(Actual Signature of Father or Mother)  
3728 - 5th Ave. So.  
(Mailing Address)

Date Signed 1944 Address 2215 Glenwood Ave.

(Signature) Edith E. Johnson

Date Received by Local Registrar 1944 Deputy REGISTRAR Minneapolis

Given name added from a supplemental report received 3-15-1944 Mother

Amended pursuant to authority received and filed in the Minnesota State Department of Health on

# EXHIBIT C

316

### APPLICATION FOR MARRIAGE LICENSE

By Simon Frank to wed Anne Pearson

STATE OF MINNESOTA } ss.  
County of Ramsey

W

Simon Frank being duly sworn, deposes and says that  
he is a resident of St. Paul Ramsey  
County and State of Minnesota, that he is 23 years of age; that the woman he intends to marry  
Anne Pearson is a resident of St. Paul  
Ramsey County and State of Minnesota, and is 23 years  
of age; that neither party has a wife or husband living, that neither party has been divorced from a former spouse within  
six months, that they are no nearer of kin than second cousins, either of the half or whole blood, computed by the rules  
of the Civil Law, that neither party to said contemplated marriage is epileptic, imbecile, feeble minded or afflicted with  
insanity and that no legal impediment exists to said contemplated marriage.

Simon Frank

Subscribed and sworn to before me this 19th day of October A. D. 1938

C. M. Sheffer  
Deputy Clerk of District Court.

### APPLICATION FOR MARRIAGE LICENSE

By John I. Nelson to wed Wivian Howard

STATE OF MINNESOTA } ss.  
County of Ramsey

W

John I. Nelson being duly sworn, deposes and says that  
he is a resident of Hennepin Ramsey  
County and State of Minnesota, that he is 22 years of age; that the woman he intends to marry  
Wivian Howard is a resident of St. Paul  
Ramsey County and State of Minnesota, and is 18 years  
of age; that neither party has a wife or husband living, that neither party has been divorced from a former spouse within  
six months, that they are no nearer of kin than second cousins, either of the half or whole blood, computed by the rules  
of the Civil Law, that neither party to said contemplated marriage is epileptic, imbecile, feeble minded or afflicted with  
insanity and that no legal impediment exists to said contemplated marriage.

John I. Nelson

Subscribed and sworn to before me this 20th day of October A. D. 1938

C. M. Sheffer  
Deputy Clerk of District Court.

Ramsey County, State of Minnesota, does hereby  
certify that the attached instrument is a true  
and correct copy of the original on file and  
of record in my office:

Dated this 9<sup>th</sup> day of June, 2016

By Theresa M. Anderson, Deputy

File No. 20-316

# Marriage License and Certificate

State of Minnesota }  
District Court for the County of Ramsey } ss. Application in Book 80 Page # 366

To Any Person Lawfully Authorized to Solemnize Marriage within said State.

Know Ye, That License is hereby granted to join together as HUSBAND AND WIFE, John S. Nelson of the County of Ramsey, Minnesota and State of Minnesota, and Arvian Howard of the County of Ramsey and State of Minnesota,

being satisfied by the oath of said Nelson that there are no legal impediments thereto.

Therefore, This shall be your sufficient authority for solemnizing the marriage of said parties and making return thereof as provided by law.

393  
249-6

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the District Court at St. Paul, this 21<sup>st</sup> day of October, 1938.

N. C. ROBINSON, Clerk.

By: C. M. Skiff  
Deputy Clerk

State of Minnesota, }  
County of Ramsey } ss.

I Hereby Certify, That on the \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord One Thousand Nine Hundred and Thirty \_\_\_\_\_ at \_\_\_\_\_ in said County, I, the undersigned, a \_\_\_\_\_ did join in BONDS OF HOLY MATRIMONY according to the laws of this State, \_\_\_\_\_ of the County of \_\_\_\_\_ and State of \_\_\_\_\_ and \_\_\_\_\_ of the County of \_\_\_\_\_ and State of \_\_\_\_\_

in presence of

\_\_\_\_\_ Witness \_\_\_\_\_  
\_\_\_\_\_ Officiating Officer

Recorded \_\_\_\_\_ day of \_\_\_\_\_ 1938

Ramsey County, State of Minnesota, does hereby  
certify that the attached instrument is a true  
and correct copy of the original on file and  
of record in my office.

Dated this 9<sup>th</sup> day of June, 2016

By Theresa M. Gunderson, Deputy

File No. 198-294

# EXHIBIT D



2742705  
**MORTGAGE DEED**

MTC BOOK 2622 PAGE 119  
Loan No. 9340

\$ 3800.00

THIS INDENTURE Made this twentieth day of MARCH In the year of our Lord one thousand nine hundred and Fifty-two

WITNESSETH That John L. Nelson and Vivian Nelson, husband and wife,

Hennepin

County and State of Minnesota, hereinafter called the "mortgagors," in consideration of

Thirty-Eight Hundred and no/100 DOLLARS (\$ 3800.00)

In hand paid by **THE MINNEAPOLIS SAVINGS AND LOAN ASSOCIATION** a corporation organized under the laws of the State of Minnesota, having its principal place of business in the City of Minneapolis, Minnesota, hereinafter referred to as "Association," do hereby convey unto the said Association, its successors and assigns, the following described real estate in Hennepin County, Minnesota, to-wit:

Lot One (1), Block Fifteen (15), Vinton Park Addition to Minneapolis, according to the plat thereof on file and of record in the Office of the Register of Deeds in and for said Hennepin County,

together with all rights, privileges, easements and appurtenances thereto attached or belonging and the right to possession thereof and the rents, issues and profits thereof and all improvements now or hereafter erected thereon, including all heating, air conditioning, lighting, and water supply apparatus, storm windows and doors, window screens, screen doors, window shades, awnings, locks, fences, trees, shrubs and all other fixtures and improvements; all rights of dower and distributive shares and rights of exemption under homestead and other laws being hereby released and waived; TO HAVE AND TO HOLD THE SAME, Together with all the hereditaments and appurtenances thereto belonging, or in anywise appertaining, unto the Association, its successors and assigns, forever. And the mortgagors do covenant with the Association, its successors and assigns, as follows: First, that they are lawfully seized of said premises; Second, that they have good right to convey the same; Third, that the same are free from all encumbrances; Fourth, that the Association, its successors and assigns, shall quietly enjoy and possess the same; and that the mortgagors will WARRANT AND DEFEND the title to the same against all lawful claims.

PROVIDED NEVERTHELESS, That if the mortgagors, their heirs, executors, administrators or assigns, shall well and truly pay, or cause to be paid to the Association, its successors or assigns, at its office in the City of Minneapolis, Minnesota, within Ten years from date hereof, the sum of

Thirty-Eight Hundred and no/100 (\$3800.00) DOLLARS

With interest at the rate of Five per cent per annum, according to the terms and conditions of a note bearing even date herewith, executed by the mortgagors, to the Association, and payable as therein set forth, and shall well and truly keep and perform, all and singular, the covenants and agreements herein and in said note contained, on the part of the mortgagors to be kept and performed, and shall repay any subsequent advances made by the Association to the mortgagors, either to protect the lien of this mortgage, or by way of additional loan, or for any other purpose, then this mortgage shall be void.

THE UNDERSIGNED, AS MORTGAGORS FOR THEMSELVES AND THEIR HEIRS, LEGAL REPRESENTATIVES, VENDEES AND ASSIGNS FURTHER COVENANT AND AGREE AS FOLLOWS:

1. The mortgagors will keep the building, improvements and fixtures upon said real estate insured against loss or damage by fire, lightning, windstorms, and all other hazards in a company or companies satisfactory to the holder of the said note, during existence of the debt hereby secured, for an amount not less than the unpaid portion of the indebtedness secured by this mortgage, against each of the said hazards and all policies providing such insurance shall continuously be assigned, pledged and delivered to said Association, or to the holder of said note, as additional security for payment thereof and full power is hereby conferred upon the Association or holder of said note to settle and compromise all loss claims on all such policies, to demand, receive, and receipt for all moneys becoming payable thereunder and to apply the same toward the payment of said note, and in the event of foreclosure sale hereunder or other conveyance of the said real estate, the said Association shall have power to assign such insurance policies to the purchaser.
2. The mortgagors agree to pay all and singular the taxes, assessments, levies and encumbrances of every nature heretofore or hereafter assessed against the above-described real estate before they have become delinquent; and if they have become delinquent, the Association or its representatives may at any time pay the same and the official receipts for taxes so paid shall be conclusive evidence of the validity and amount of such taxes and assessments, so paid.
3. If, at any time, the mortgagors shall be in default in performance of any of the agreements herein, or in the said note contained, the Association shall, in addition to and without waiving other remedies, have power and authority to take possession of the said real estate and to manage, control and lease the same and collect all the rents, issues, and profits therefrom and apply such income to pay all expenses of management of the property, taxes, assessments, insurance premiums, reasonable and necessary repairs, and to the payment of any indebtedness secured by this mortgage.
4. If the Association pays any prior lien, from the proceeds of the loan secured by this mortgage, it shall be subrogated to the rights of the holder of such prior lien as fully as if such lien had been assigned to the Association.
5. All advances made by the Association on behalf of the mortgagors under the provisions of this instrument for the purposes of paying taxes, insurance and other liens, and all advances made to protect the lien of this mortgage against any prior lien, or for any other authorized purposes, including premiums, if any, which the Association shall have elected to advance on life insurance standing as additional security for the obligation secured by this mortgage, shall at once be due the Association in addition to the regular payments required by said note and shall bear interest at the rate provided in said note, payable monthly, from the date of advancement until paid and all advances so made shall be included as additional amounts secured by this instrument.

MTG BOOK 2622 PAGE 120

6. If the Association shall at any time be made a party to any suit or proceedings affecting or questioning the title to or possession of, or this lien on, the said real estate or any improvements or fixtures thereon, the mortgagors agree to pay all court costs and expenses and a reasonable attorney's fee incurred by the Association in such proceeding and the lien of this mortgage shall secure payment thereof to the Association.

7. To keep said property in good repair and fully protected from the elements and if under construction to complete the same, to commit or permit no waste thereon and to do or permit no act by which the property hereby conveyed shall become less valuable, not to remove or permit removal of any buildings or other improvements, or fixtures of any kind from the said premises, and not to construct any new improvements, additions to or structural changes in the present buildings thereon without the written consent of the Association and that no fixtures will be installed subject to vendor's lien or other lien and should any be hereafter installed the lien of this instrument shall immediately attach and be prior and superior to liens or claims of others.

8. If demanded, the mortgagors agree to pay the Association additional monthly installments equal to 1/12 of such amount as the Association shall estimate to be required for the purpose of accumulating a fund with which to pay, when due, taxes, assessments and insurance on the mortgaged property.

9. If at any time all or any portion of the above-described mortgaged property shall be taken or damaged by condemnation proceedings under the power of eminent domain, all compensation awarded shall be paid directly to the Association and applied on the indebtedness hereby secured.

10. If default shall be made in the payment of said principal sum, or the interest thereon, or in any installments thereof, or in insuring said building, or in the payments of taxes, or in the performance of any of the covenants, promises, or agreements of the mortgagors made in the above mentioned note, or contained in this mortgage, the Association, its successors or assigns, are hereby authorized and empowered at their option, to declare the whole amount secured by this mortgage immediately due and payable, without notice to the mortgagors, and to sell the hereby granted premises at public auction, and to convey the same to the purchaser, in fee simple, agreeably to the Statutes in such case made and provided, and out of the moneys arising from sale, to retain the principal sum hereby secured, the interest then accrued, and all such sums as shall have been paid for insurance, taxes, assessments, or for the satisfaction of statutory liens foreclosed or paid, including premiums, if any, which the Association shall have elected to advance on life insurance standing as additional security for the obligation secured by this mortgage, with interest thereon as provided in said note, and all other sums which shall be due under the terms of this mortgage, together with all statutory costs and charges for such foreclosure, including attorney's fees allowable by statute, and to pay the surplus, if any, to the mortgagors, their heirs, executors, administrators or assigns.

11. Whenever the word "mortgagor" is used in this instrument it is intended to refer to and include the corporation, the person or persons, both mortgagor and families, who sign this mortgage, and their heirs, legal representatives, successors and assigns, and also to refer to any subsequent purchasers or transferees of the mortgaged property, and it is further agreed that whenever the word "Association" is used in this instrument it is intended to include the Association's successors and assigns.

IN TESTIMONY WHEREOF, The mortgagors have hereunto set their hands, the day and year first above written.

Signed and Delivered in the Presence of:

*E. H. Thorne*  
*R. E. Frick*

*John L. Nelson*  
*Wivian Nelson*

STATE OF MINNESOTA  
COUNTY OF Hennepin

On this twentieth day of March, A. D. 1952, before me, a Notary Public

within and for said County and State, personally appeared  
John L. Nelson and Wivian Nelson, husband and wife,

to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same of their free act and deed.

*E. H. Thorne*  
Notary Public of Hennepin County, Minn.

My commission expires 1952  
Notary Public, Hennepin County, Minn.  
My Commission Expires Oct. 3, 1952

2742705

No. 2310

**MORTGAGE DEED**

By *John L. Nelson*  
Co-Signed: *Wivian Nelson*

By *John L. Nelson*  
Co-Signed: *Wivian Nelson*

Registration tax thereon \$2.70

MAR 20 1952 No. 2310

**Medical Savings and Loan Association**

Office of Registrar of Deeds  
COUNTY OF Hennepin  
STATE OF MINNESOTA

I hereby certify that the within deed was filed for record in this office on the 20 day of March, A. D. 1952, and is duly recorded in Book 2622 of Deeds, and is duly recorded in Book 11 of Mortgage of the records of this office on Page 120

**DONALD C. BEMMYHOFF**  
Registrar of Deeds

*Donald C. Bemmyhoff*  
Deputy

BOX 16 LOAN # 6397

FORM 146-REV. 1948

**EXHIBIT E**

For Foreclosure See Doc. No. 345678  
Book 2430 of Deeds Page 57

For Power to Foreclose See Doc. No. 3389669  
Book 31 of Powers Page 34

3249846  
**MORTGAGE DEED**

MTG: 3203 PAGE: 633  
BOOK: 3203 PAGE: 633  
Loan No. 44374  
\$ 1,900.00

THIS INDENTURE, Made this 30th day of AUGUST in the year of our Lord one thousand nine hundred and sixty (1960)

WITNESSETH that Vivian Nelson, widow

Hennepin

County and State of Minnesota, hereinafter called the "mortgagor," in consideration of

One Thousand Nine Hundred and no/100- - - - - DOLLARS (\$ 1,900.00)

In hand paid by **THE MINNEAPOLIS SAVINGS AND LOAN ASSOCIATION** a corporation organized under the laws of the State of Minnesota, having its principal place of business in the City of Minneapolis, Minnesota, hereinafter referred to as "Association," do hereby convey unto the said Association, its successors and assigns, the following described real estate in Hennepin County, Minnesota, to-wit:

Lot One (1), Block Fifteen (15), Vinton Park Addition to Minneapolis, according to the plat thereof on file and of record in the office of the Register of Deeds in and for said Hennepin County,

EXEMPT FROM STATE DEED TAX  
GEO. A. TOTTEN, JR.  
HENN. COUNTY TREASURER  
By G.P. Gornic Dep.

together with all rights, privileges, easements and appurtenances thereunto attached or belonging and the right to possession thereof and the rents, issues and profits thereof and all improvements now or hereafter erected thereon, including all heating, air conditioning, lighting, and water supply apparatus, storm windows and doors, window screens, screen doors, window shades, awnings, locks, fences, trees, shrubs and all other fixtures and improvements, all rights of dower and distributive shares and rights of exemption under homestead and other laws being hereby released and waived; TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereto in anywise appertaining, unto the Association, its successors and assigns, forever. And the mortgagor do covenant with the Association, its successors and assigns, as follows: First, that they are lawfully seized of said premises; Second, that they have good right to convey the same; Third, that the same are free from all encumbrances; Fourth, that the Association, its successors and assigns, shall quietly enjoy and possess the same; and that the mortgagors will WARRANT AND DEFEND the title to the same against all lawful claims.

PROVIDED NEVERTHELESS, that if the mortgagors, their heirs, executors, administrators or assigns, shall well and truly pay, or cause to be paid to the Association, its successors or assigns, at its office in the City of Minneapolis, Minnesota, within ten years from date hereof, the sum of One Thousand Nine Hundred and no/100 (\$1,900.00)- - - - - DOLLARS

With interest according to the terms and conditions of a note bearing even date herewith, executed by the mortgagors, to the Association, and payable as therein set forth, and shall well and truly keep and perform, all and singular, the covenants and agreements herein and in said note contained, on the part of the mortgagors to be kept and performed, and shall repay any subsequent advances made by the Association to the mortgagors, either to protect the lien of this mortgage, or by way of additional loan, or for any other purpose, then this mortgage shall be void.

THE UNDERSIGNED AS MORTGAGORS FOR THEMSELVES AND THEIR HEIRS, LEGAL REPRESENTATIVES, VENDEES AND ASSIGNS FURTHER COVENANT AND AGREE AS FOLLOWS:

1. The mortgagors will keep the buildings, improvements and fixtures upon said real estate insured against loss or damage by fire, lightning, windstorms, and all other hazards in a company or companies satisfactory to the holder of the said note, during existence of the debt hereby secured, for an amount not less than the unpaid portion of the indebtedness secured by this mortgage, against each of the said hazards and all policies providing such insurance shall constantly be assigned, pledged and delivered to said Association or to the holder of said note, as additional security for payment thereof, and full power is hereby conferred upon the Association or holder of said note to settle, and compromise all loss claims on all such policies, to demand, receive, and receipt for all moneys becoming payable thereunder and to apply the same toward the payment of said note, and in the event of foreclosure sale hereunder or other conveyance of the said real estate, the said Association shall have power to assign such insurance policies to the purchaser.
2. The mortgagors agree to pay all and singular the taxes, assessments, levies and encumbrances of every nature heretofore or hereafter assessed against the above-described real estate before they have become delinquent, and if they have become delinquent, the Association or its representatives may at any time pay the same and the official receipts for taxes so paid shall be conclusive evidence of the validity and amount of such taxes and assessments, so paid.
3. If, at any time, the mortgagors shall be in default in performance of any of the agreements herein, or in the said note contained, the Association shall, in addition to and without waiving other remedies, have power and authority to take possession of the said real estate and to manage, control and lease the same and collect all the rents, issues, and profits therefrom and apply such income to pay all expenses of management of the property, taxes, assessments, insurance premiums, reasonable and necessary repairs, and to the payment of any indebtedness secured by this mortgage.
4. If the Association pays any prior lien, from the proceeds of the loan secured by this mortgage, it shall be subrogated to the rights of the holder of such prior lien as fully as if such lien had been assigned to the Association.
5. All advances made by the Association on behalf of the mortgagors under the provisions of this instrument for the purposes of paying taxes, insurance and other liens, and all advances made to protect the lien of this mortgage against any prior lien, or for any other authorized purposes, including premiums, if any, which the Association shall have elected to advance on life insurance standing as additional security for the obligation secured by this mortgage, shall of once be due the Association in addition to the regular payments required by said note and shall bear interest at the rate provided in said note, payable monthly, from the date of advancement until paid and all advances so made shall be included as additional amounts secured by this instrument.

State Deed Tax due hereon \$

MTG BOOK 3203 PAGE 634

6. If the Association shall at any time be made a party to any suit or proceedings affecting or questioning the title to or possession of, or this lien on, the said real estate or any improvements or fixtures thereon, the mortgagors agree to pay all court costs and expenses and a reasonable attorney's fee, incurred by the Association in such proceeding and the lien of this mortgage shall secure payment thereof to the Association.

7. To keep said property in good repair and fully protected from the elements and if under construction to complete the same to commit or permit no waste thereon and to do or permit no act, by which the property hereby conveyed shall become less valuable; not to remove or permit removal of any buildings or other improvements, or fixtures of any kind from the said premises; and not to construct any new improvements, additions to or structural changes in the present buildings thereon without the written consent of the Association and that no fixtures will be installed subject to vendor's lien or other lien and should any be hereafter installed the lien of this instrument shall immediately attach and be, prior and superior to liens or claims of others.

8. If demanded, the mortgagors agree to pay the Association additional monthly installments equal to 1/12 of such amount as the Association shall estimate to be required for the purpose of accumulating a fund with which to pay, when due, taxes, assessments and insurance on the mortgaged property.

9. If at any time all or any portion of the above-described mortgaged property shall be taken or damaged by condemnation proceedings under the power of eminent domain, all compensation awarded shall be paid directly to the Association and applied on the indebtedness hereby secured.

10. If default shall be made in the payment of said principal sum, or the interest thereon, or in any installments thereof, or in insuring said building, or in the payments of taxes, or in the performance of any of the covenants, promises, or agreements of the mortgagors made in the above mentioned note, or contained in this mortgage, the Association, its successors or assigns, are hereby authorized and empowered at their option, to declare the whole amount secured by this mortgage immediately due and payable, without notice to the mortgagors, and to sell the hereby granted premises at public auction, and to convey the same to the purchaser, in fee simple, agreeably to the Statutes in such case made and provided, and out of the moneys arising from sale, to retain the principal sum hereby secured, the interest then accrued, and all such sums as shall have been paid for insurance, taxes, assessments, or for the satisfaction of statutory liens foreclosed or paid, including premiums, if any, which the Association shall have elected to advance on the insurance standing as additional security for the obligation secured by this mortgage, with interest thereon as provided in said note, and all other sums which shall then be due under the terms of this mortgage, together with all statutory costs and charges for such foreclosure, including attorney's fees allowable by statute, and to pay the surplus, if any, to the mortgagors, their heirs, executors, administrators or assigns.

11. Whenever the word "mortgagor" is used in this instrument it is intended by the undersigned to refer to and include the corporation, the person or persons, both masculine and feminine, who sign this mortgage, and their heirs, legal representatives, successors and assigns, and also to refer to any subsequent purchasers or transferees of the mortgaged property, and it is further agreed that whenever the word "Association" is used in this instrument it is intended to include the Association's successors and assigns.

IN TESTIMONY WHEREOF the mortgagors have hereunto set their hands, the day and year first above written.

Signed and Delivered by the Mortgagors

*Leo H. Scherkenbach*  
*Gertrude Keamey*

*Vivian Nelson*

STATE OF MINNESOTA

COUNTY OF Hennepin

On this 30th day of August, A. D. 1960, before me, a Notary Public

within and for said County and State, personally appeared Vivian Nelson, widow

to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same for her free act and deed.

LEO H. SCHERKENBACH  
Notary Public, Hennepin County, Minn.  
My Commission Expires Dec. 1, 1966.

Notary Public of Hennepin County, Minn.

My commission expires 1960

3249846

No. 111374

**MORTGAGE**

From  
Vivian Nelson

To  
**The Minneapolis Savings and Loan Association**  
Minneapolis, Minnesota

OFFICE OF REGISTER OF DEEDS

County of Hennepin, Minnesota

I hereby certify that the within mortgage was filed

in this office for record on the 31

day of AUG A. D. 1960

at 12 o'clock P. M. and was duly

recorded in Book \_\_\_\_\_ of Mortgages

on page \_\_\_\_\_

*Leo H. Scherkenbach*  
Notary Public

No. 111374 Date AUG 31 1960

paid

Registration fee hereon \$ 7.85

By *George G. Johnson* County Treasurer

Deputy

By *Robert L. Johnson* County Auditor

Deputy

By *F. C. Bennett*

Box 16

Form 144 Rev. 6-53

Filed for record on the 31 day of Aug A. D. 1960 at 12 o'clock M.

# EXHIBIT F

Integrated Plan  
Ward of City  
Map No. 305  
Municipality

SEVENTH CENSUS OF THE UNITED STATES: 1940  
POPULATION SCHEDULE  
SIXTEENTH CENSUS OF THE UNITED STATES: 1940  
POPULATION SCHEDULE

HOUSEHOLD INDEX	STREET	NAME	RELATION	SEX	AGE	MARRIAGE	MOTHER	FATHER	MOTHER'S BIRTH	FATHER'S BIRTH	MARRIAGE YEAR	MARRIAGE MONTH	1940		1950		1960	1970	1980	1990	2000	2010	2020
													POPULATION	RESIDENCE	POPULATION	RESIDENCE							
1	1st St	Wm. J. Schramm	Head	M	65	Married	1900	1900	1900	1900	1900	1900	1900	1	1	1	1	1	1	1	1	1	1
2	1st St	Wm. J. Schramm	Wife	F	55	Married	1900	1900	1900	1900	1900	1900	1900	1	1	1	1	1	1	1	1	1	1
3	1st St	Wm. J. Schramm	Child	M	10	Married	1900	1900	1900	1900	1900	1900	1900	1	1	1	1	1	1	1	1	1	1
4	1st St	Wm. J. Schramm	Child	F	8	Married	1900	1900	1900	1900	1900	1900	1900	1	1	1	1	1	1	1	1	1	1
5	1st St	Wm. J. Schramm	Child	M	5	Married	1900	1900	1900	1900	1900	1900	1900	1	1	1	1	1	1	1	1	1	1
6	1st St	Wm. J. Schramm	Child	F	3	Married	1900	1900	1900	1900	1900	1900	1900	1	1	1	1	1	1	1	1	1	1
7	1st St	Wm. J. Schramm	Child	M	1	Married	1900	1900	1900	1900	1900	1900	1900	1	1	1	1	1	1	1	1	1	1
8	1st St	Wm. J. Schramm	Child	F	0	Married	1900	1900	1900	1900	1900	1900	1900	1	1	1	1	1	1	1	1	1	1

Supplementary Questions  
1. State of birth  
2. Marital status  
3. Occupation  
4. Education  
5. Literate  
6. Other  
7. Date of census

# EXHIBIT G



## Judgment--Divorce

STATE OF MINNESOTA,  
COUNTY OF HENNEPIN,

527037

DISTRICT COURT,  
FOURTH JUDICIAL DISTRICT.

Vivian Nelson,

Plaintiff,

against

JUDGMENT AND DECREE

John Lewis Nelson,

Defendant

March 15, 1957

The above entitled action having been regularly placed upon the calendar of the above named Court for the September A. D. 1956 General Term thereof, came on for trial before the Court on the 13th day of March , A. D. 1957 ; and the Court, after hearing the evidence adduced at said trial and being fully advised in the premises, did on the 15th day of March A. D. 1957 , duly make and file its findings and order for judgment herein.

Now, pursuant to said order and on motion of Perry Scheffel, Esquire , attorney for plaintiff, it is hereby adjudged and decreed/<sup>1.</sup> that the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved, and said parties absolutely divorced from each other.

2. That the Defendant shall convey to the Plaintiff all his right, title and interest in and to the homestead of the parties hereto, known and described as Lot One (1) block Fifteen (15) Vinton Park Addition, according to the recorded plat thereof on file and of record in the Office of the Registrar of Deeds in and for said Hennepin County, Minnesota, also known as 3728 - 5th Avenue South, Minneapolis, Minnesota, and the Defendant shall execute all necessary papers to convey title to said Plaintiff.

3. That the Plaintiff be, and hereby is, awarded all of the household goods, furniture, dishes and miscellaneous items belonging to the Plaintiff and now located at 3728 - 5th Avenue South, Minneapolis, Minnesota.

4. That the Defendant pay to the Plaintiff the sum of Fifty Dollars (\$50.00) per week as support money for the children as the issue of said marriage until such children shall have reached maturity and become of legal age and such payments shall commence as of the date hereof, and to continue until further Order of the Court.

5. That the Defendant pay to Plaintiff's Attorney the sum of One Hundred Fifty Dollars (\$150.00) as Attorney's Fees.

IN THE COURT:

PHILIP C. GARNER,  
Clerk of the District Court.By *V. I. Nelson*

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

DISTRICT COURT  
FOURTH JUDICIAL DISTRICT

VIVIAN NELSON,

Plaintiff

-vs-

JOHN LEWIS NELSON,

Defendant

FINDINGS OF FACT

CONCLUSIONS OF LAW

a n d

ORDER FOR JUDGMENT

The above entitled action being regularly placed on the General Term Calendar, came on for hearing before the undersigned, one of the Judges of the said Court, on the 13th day of March, 1957, at 9:00 o'clock in the forenoon thereof. Perry Scheftel, Esquire, appeared as Attorney for Vivian Nelson, the Plaintiff therein, and there being no appearance by or on behalf of the Defendant, the said case was tried as a default; and after hearing the evidence adduced by the Plaintiff and her supporting witnesses, and being fully advised in the premises and upon all of the files, records and proceedings herein, the Court makes the following: Findings of Fact, Conclusions of Law, and Order for Judgment.

FINDINGS OF FACT

1. That the Plaintiff and Defendant are husband and wife and were married to each other on the 29th day of October, 1937, in the City of St. Paul, County of Ramsey, State of Minnesota.

2. That the true and correct name of the Plaintiff herein is Vivian Nelson and she is 34 years of age; that the true and correct name of the Defendant is John Lewis Nelson and he is 38 years of age.

3. That there are four children born as the issue of said marriage, viz. Sharon age 16, Noreen age 14, Lorna age 13, and John age 12.

4. That the Plaintiff is a resident of the State of Minnesota and has resided therein for a period of more than one (1) year immediately preceding the filing of this Complaint and the commencement of the action herein, and the Plaintiff has been a continuous resident of Minneapolis, Minnesota, County of Hennepin and now resides in said County and State.

5. That for more than one (1) year immediately preceding the commencement of this action, the Defendant has wilfully and without cause separated from the Plaintiff herein and lived apart uninterruptedly from the Plaintiff and still continues so to wilfully and without cause live apart from the Plaintiff without her consent, and caused Plaintiff great mental anguish, humiliation and suffering, and which course of conduct is cruel and inhuman.

6. That the Stipulation entered into by and between the parties, which is now on file and considered by the Court and <sup>is</sup> found to be reasonable and approved.

#### CONCLUSIONS OF LAW

That the Plaintiff is entitled to the judgment and decree of this Court as follows:

1. Awarding to the Plaintiff an absolute divorce from the Defendant and forever dissolving the bonds of matrimony heretofore existing between them.

2. That the Defendant shall convey to the Plaintiff all his right, title and interest in and to the homestead of the parties hereto, known and described as Lot One (1) Block Fifteen (15) Vinton Park Addition, according to the recorded plat thereof on file and of record in the Office of the Register of Deeds in and for said Hennepin County, Minnesota, also known as 3728- 5th Avenue South, Minneapolis, Minnesota, and the Defendant shall execute all necessary papers to convey title to said Plaintiff.

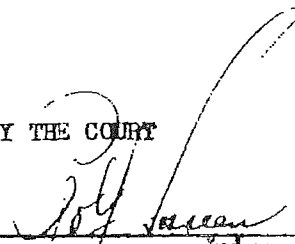
3. That the Plaintiff shall be entitled to all of the household goods, furniture, dishes and miscellaneous items belonging to the Plaintiff and now located at 3728- 5th Avenue South, Minneapolis, Minnesota.

4. That the Defendant shall pay to the Plaintiff the sum of \$50.00 per week as support money for the children as the issue of said marriage until such children shall have reached maturity and become of legal age and such payments shall commence as of the date of this Order and to continue until further Order of the Court.

5. That the Defendant shall pay to Plaintiff's Attorney the sum of \$150.00 as Attorney's Fees.

LET JUDGMENT BE ENTERED ACCORDINGLY.

BY THE COURT

  
\_\_\_\_\_  
Judge

Dated: March 14 1957.

JUN 09 2016

-3-

STATE OF MINNESOTA, COUNTY OF HENNEPIN  
I hereby certify this 4 page document  
to be a true and correct copy of the original on  
file and of record in my office.

District Court Administrator

By  Deputy

# **EXHIBIT H**

MISC BOOK 869 PAGE 182

3249848

DC-7-55-Form 3

Judgment--Divorce

STATE OF MINNESOTA,

527037

DISTRICT COURT,

COUNTY OF HENNEPIN,

FOURTH JUDICIAL DISTRICT.

Vivian Nelson,

Plaintiff,

against

JUDGMENT AND DECREE

John Lewis Nelson,

Defendant

March 15, 1957

The above entitled action having been regularly placed upon the calendar of the above-named Court for the September A. D. 1956 General Term thereof, came on for trial before the Court on the 13th day of March, A. D. 1957; and the Court, after hearing the evidence adduced at said trial and being fully advised in the premises, did on the 15th day of March A. D. 1957, duly make and file its findings and order for judgment herein.

Now, pursuant to said order and on motion of Perry Scheffel, Esquire, attorney for plaintiff, it is hereby adjudged and decreed that the bonds of matrimony heretofore existing between plaintiff and defendant be, and the same are hereby dissolved, and said parties absolutely divorced from each other.

2. That the Defendant shall convey to the Plaintiff all his right, title and interest in and to the homestead of the parties hereto, known and described as Lot One (1) block Fifteen (15) Vinton Park Addition, according to the recorded plat thereof on file and of record in the Office of the Register of Deeds in and for said Hennepin County, Minnesota, also known as 3728 - 5th Avenue South, Minneapolis, Minnesota, and the Defendant shall execute all necessary papers to convey title to said Plaintiff.

3. That the Plaintiff be, and hereby is, awarded all of the household goods, furniture, dishes and miscellaneous items belonging to the Plaintiff and now located at 3728 - 5th Avenue South, Minneapolis, Minnesota.

4. That the Defendant pay to the Plaintiff the sum of Fifty Dollars (\$50.00) per week as support money for the children as the issue of said marriage until such children shall have reached maturity and become of legal age and such payments shall commence as of the date hereof, and to continue until further Order of the Court.

5. That the Defendant pay to Plaintiff's Attorney the sum of One Hundred Fifty Dollars (\$150.00) as Attorney's Fees.

BY THE COURT:

PHILIP C. SCHMIDT,  
Clerk of the District Court.

By *[Signature]* Deputy.

EXEMPT FROM STATE DEED TAX  
GEO. A. TOYER, JR.  
HENNEPIN COUNTY TREASURER

By *[Signature]*

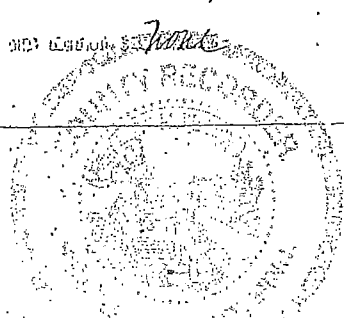
STATE OF MINNESOTA, COUNTY OF HENNEPIN

Certified to be a true and correct copy of the original on file and of record in my office

JUN 08 2016

Martin McCormick, County Recorder

By *[Signature]* Deputy



STATE OF MINNESOTA }  
COUNTY OF HENNEPIN }

DISTRICT COURT  
FOURTH JUDICIAL DISTRICT

I, PHILIP C. SCHMIDT, Clerk of the above named Court, do hereby certify that I have compared the paper writing on which this certificate is endorsed with the original judgment and decree entered in the action therein entitled, as the same appears of record in the said Clerk's office, at the Court House in said Hennepin County, Minnesota, and find the same to be a true and correct copy thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said District Court at the City of Minneapolis, in said County, this 15th day of March, A. D. 1957.

PHILIP C. SCHMIDT

Clerk of District Court.

By *[Signature]*

Deputy.



Filed for record on the 31 day of Aug A.D. 1960 at 12 o'clock M.

Form 3816—Affidavit of Survivorship—Joint Tenancy or Remainderman and Certified Copy of Death.  
Department of Taxation, Form D of T. E. G. 1018, (November 1955)

Miller-Davis Co., Minneapolis, Minn.

State of Minnesota,

County of Hennepin

3249803

AFFIDAVIT OF SURVIVORSHIP—  
JOINT TENANCY OR REMAINDERMAN

MISC BOOK 869 PAGE 183

Estate of Ole Eggen, deceased.

Johanna Eggen of Minneapolis, Minnesota, being duly sworn, on oath says that she is the surviving joint tenant-remainderman of the decedent named herein.

That Ole Eggen died on the 29th day of July, 1960, at the age of 71 years at Minneapolis, State of Minnesota, with residence at 4346 42nd Avenue So., County of Hennepin, State of Minnesota. That a duly certified copy of the record of his death as contained herein or attached hereto is made a part hereof.

That said decedent at and prior to death was the owner of an interest as joint tenant in the hereinafter described property in which the following named person (x) is surviving joint tenant or remainderman.

Name	Age	Relationship to Decedent	Residence
Johanna Eggen	71	wife	4346 42nd So. Minneapolis, Minn.

That the respective interests of decedent and survivor(s) as joint tenants and remainderman were created by an instrument of conveyance dated July 10th, 1929, and filed for record July 17, 1929, and recorded in the office of the Registrar of Deeds of Hennepin County, Minnesota, in Book 1197 of Deeds, page 284, in the following described property, to-wit:

North 50 feet of the East-one-half (E½), except the alley, of Lot Two (2) Arcadia Addition, according to the map or plat thereof on file and of record in the office of the Registrar of deeds in and for Hennepin County, Minnesota.  
Homestead

EXEMPT FROM STATE DEED TAX  
GEO. A. TOTTEN, JR.  
HENN. COUNTY TREASURER

By *[Signature]* Dep.

# **EXHIBIT I**



4/25/2016 1:07 PM Scanned by Carver County

**MD** Form No. P-103

Minn. Stat. 524.3-301(4); Minn. Gen. R. Prac. 40B(a)

Müller/Davis Co., St. Paul, MN (800) 752-4221  
Minnesota Continuing Legal Education © 1994 MCLE

STATE OF MINNESOTA

COUNTY OF CARVER

Estate of John Louis Nelson

**FILED** *M*

**OCT 05 2001**

**CARVER COUNTY COURTS**

**DISTRICT COURT  
PROBATE DIVISION  
JUDICIAL DISTRICT**

Court File No. *PO-01-16de0*

**APPLICATION FOR INFORMAL  
APPOINTMENT OF PERSONAL  
REPRESENTATIVE (INTESTATE)**

Decedent

1. Prince Rogers Nelson

, state:

1. My address is:

2. I am an interested person as defined by Minnesota law because I am: an heir, son to John Louis Nelson

3. Decedent was born on June 29, 1916 , at (city, state) Cotton Valley, LA

4. Decedent died on August 25, 2001 , at (city, state) Chanhassen, MN

5. Decedent at the time of death resided in \_\_\_\_\_ County, at (address):

6. Decedent's Social Security number is \_\_\_\_\_

7. The names and addresses of Decedent's spouse, children, heirs, devisees and other persons interested in this proceeding so far as known or ascertainable with reasonable diligence by the Applicant are:

Name and Mailing Address	Relationship and Interest (list all)	Birthdate of Minors
--------------------------	--------------------------------------	---------------------

SEE ATTACHED

(Attach separate schedule, if necessary)

8. Negative Allegation Statement (see Minn. Gen. R. Prac. 40B(a)):

Decedent left surviving no spouse; no children, natural or adopted, legitimate or illegitimate, other than named herein; and no issue of any deceased children.

9. All persons identified as heirs have survived the Decedent by at least 120 hours.

Application for Informal Appointment  
of Personal Representative (Intestate)

10. (Check appropriate boxes)

Court File No.

- Decedent left no surviving spouse.
- Decedent left no surviving issue.
- All issue of Decedent are issue of Decedent's surviving spouse except for:

There are issue of the surviving spouse who are not issue of the Decedent.

11. Venue for this proceeding is in this County of the State of Minnesota because:

The Decedent was domiciled in this County at the time of death and was the owner of property located in the State of Minnesota.

or

Though not domiciled in the State of Minnesota, the Decedent was the owner of property located in this County at the time of death.

12. I estimate the Decedent's assets and indebtedness are as follows:

Probate Assets

Homestead \$ 0  
 Other Real Estate \$ 0  
 Cash \$ 200  
 Securities \$ 0  
 Other \$ 0

Non-Probate Assets

Joint Tenancy \$ 0  
 Insurance \$ 0  
 Other \$ 0

Approximate indebtedness \$ 0

13. ~~There is no personal representative of the Decedent appointed in Minnesota or elsewhere whose appointment has not been terminated.~~

14.  I have not received a demand for notice and am not aware of any a demand for notice of any probate or appointment proceeding concerning the Decedent that may have been filed in Minnesota or elsewhere.

or  Proper notice has been given to those persons who have filed demand for notice.

15. The time limit for informal appointment proceedings as provided by Minnesota law has not expired because three years or less have passed since the Decedent's death.

16. Having conducted a reasonably diligent search, I am unaware of any testamentary instrument under Minnesota law and believe that the Decedent died leaving no will.

17. Prince Rogers Nelson

is entitled to priority and appointment as personal representative because:

he is decedent's son with interest in expediting probate of this estate

and is willing to serve and is not disqualified. There are no persons having a prior or equal right to the appointment under Minnesota law except:

Tyka Nelson, Lorna Nelson, Norrine Nolen, Sharon Blakley, and John R. Nelson

who have either renounced their right for appointment or have joined in nominating

Prince Rogers Nelson

Court File No.

18. At least 120 hours have elapsed and not more than 3 years (except as permitted by Minn. Stat. 524.3-108), since Decedent's death.

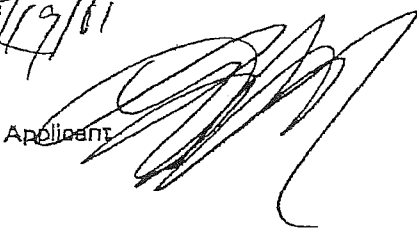
WHEREFORE, I request the Registrar informally:

1. Enter an order appointing Prince Rogers Nelson as personal representative of the Estate, with \$ ND bond, in an unsupervised administration;
2. Issue letters of general administration to Prince Rogers Nelson ; and
3. Grant such other relief as may be proper.

Under penalties for perjury, I declare or affirm that I have read this document and I know or believe its representations are true and complete.

*Traci Bransford Bullock* 7/19/01  
 Attorney For Prince Roger Applicant Nelson

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):  
 Traci Bransford Bullock  
 Paisley Park Enterprises  
 7801 Audubon Road  
 Chanhassen, MN 55317  
 Atty Id # 283307

Applicant 

7/17/01 Date

Prince Rogers Nelson

Application for Informal Appointment  
of Personal Representative (Intestate)

Name and Mailing Address	Relationship	Birthdate
Herman Nelson	Brother	
Earl E. Nelson	Brother	
Turner Nelson	Brother	
Bernice Martin	Sister	
Maxine Smith	Sister	
Lorna Nelson	Daughter	
Annie Lee Dickson	Sister	
Charlene Ikins	Sister	
Bernice Martin	Sister	
Sharon Blakley	Daughter	

Norrine Nolen                      Daughter

John R. Nelson                      Son

Prince Rogers Nelson                Son

Tyka Nelson                          Daughter

551022.0/011095:081b

Attorney Inquiry

Attorney ID #: 0002B3307

(Last, First Middle, Ben)

BRANSFORD, TRACI VERNITA  
Firm Name?              Associated Firm #:

Address 1:

2: 184 ADELTHI ST  
City: BROOKLYN                      State: NY      ZIP: 11205

Foreign:

Telephone: (      )

Attorney Status: Active

Classification: Prac less than 3 yrs

Next \_\_\_\_\_ FC 06 12

# **EXHIBIT J**

4/25/2016 1:09 PM Scanned by Carver County

MCLEP-113



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Minn. Stat. 524.3-308

MCLEP-113

STATE OF MINNESOTA

COUNTY OF Carver

FILED

OCT 05 2001

First

DISTRICT COURT  
PROBATE DIVISION  
JUDICIAL DISTRICT

CARVER COUNTY COURTS

Court File No. PO-01-11660

Estate of

John Louis Nelson

Decedent

ORDER OF INFORMAL APPOINTMENT  
OF PERSONAL REPRESENTATIVE  
(INTESTATE)

The Application for Informal Appointment of a Personal Representative signed by Prince Rogers Nelson, came before the Registrar on October 3, 2001. The Registrar, having considered the Application, determines the following:

1. The Application is complete.
2. The Applicant has declared or affirmed that the representations contained in the Application are true and complete to the best of Applicant's knowledge and belief.
3. The Applicant appears from the Application to be an interested person as defined by Minnesota law.
4. On the basis of the statements in the Application, venue in this County is proper.
5. The Application indicates that the applicant has conducted a reasonably diligent search, and is unaware of any unrevoked testamentary instrument. The requested appointment does not relate to any will.
6. Any notice as required by Minnesota law has been given.
7. Decedent died on August 25, 2001 and at least 120 hours, but not more than 3 years (except as permitted in Minn. Stat. 524.3-108), have elapsed since the Decedent's death.
8. From the statements in the Application, the person appointed below has priority and is entitled to be appointed personal representative, and is not disqualified to serve as personal representative.
9. The Application indicates that there is no personal representative appointed in this or another county of Minnesota whose appointment has not been terminated.
10. From the Application it appears that under Minnesota law the heirs and their interests are as follows:

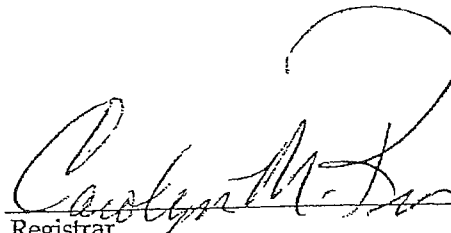
11. All persons identified as heirs under Minnesota law have survived the Decedent by at least 120 hours.

12. (Check appropriate boxes)

- Decedent left no surviving spouse.
- Decedent left no surviving issue.
- All issue of Decedent are issue of Decedent's surviving spouse except for:

IT IS ORDERED:

- 1. The Application is granted.
- 2. Prince Rogers Nelson  
is informally appointed as the personal representative of the Decedent's Estate, with NO  
bond.
- 3. Upon filing any required bond and statement of acceptance and oath, letters of general administration will be issued.

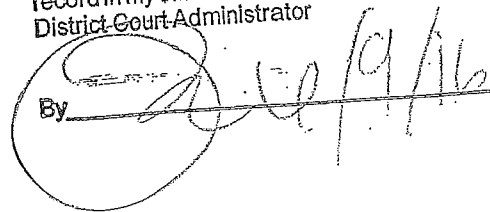
  
 \_\_\_\_\_  
 Registrar Date

NOTE: If Decedent was a non-resident, check Minn. Stat. 524.3-307 for application of 30 day rule.

Court File No. \_\_\_\_\_  
 Order for Informal Appointment  
 of Personal Representative (Intestate)



STATE OF MINNESOTA, COUNTY OF HENNEPIN  
I hereby certify this 2 page document to be a  
true and correct copy of the original on file and or  
record in my office.  
District Court Administrator

By  Deputy

# **EXHIBIT K**



**WALDOCS** 2009 INVENTORY P-610+  
Minn. Stat. 524.3-1001

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Miller/Dev's Co., St. Paul, MN 651-642-1988

**Court File No. P0-01-1660**

11. Venue for this proceeding is in this County of the State of Minnesota because:

The Decedent was domiciled in this County at the time of death and was the owner of property located in the State of Minnesota.

or  
 Though not domiciled in the State of Minnesota, the Decedent was the owner of property located in this County at the time of death.

12. This Court's order dated October 5, 2001 determined that: (check appropriate boxes)

- Decedent died testate.  
Decedent's Will is comprised of the following:
  - Will signed and dated \_\_\_\_\_
  - Codicil( ) signed and dated \_\_\_\_\_
  - Separate writing( ) under Minn. Stat. 524.2-513 dated \_\_\_\_\_  
was probated by the Order of this Court dated \_\_\_\_\_

or  
 Decedent died intestate.

13. No Personal Representative of the Decedent has been appointed in Minnesota or elsewhere whose appointment has not been terminated.

14. The Estate has been fully administered and all expenses, debts, valid charges and claims allowed have been fully paid, except (if none, so state): **NONE**

15. A final account is filed and presented for consideration and approval.

16. The time for presenting claims which arose prior to the death of the Decedent has expired.

17. The property on hand for distribution is as reflected in the final account and should be distributed to the following named persons in the following named proportions or parts:

- Lorna Nelson - 1/5 Interest In Net Residue of the estate
- Sharon Blakely - 1/5 Interest In Net Residue of the estate
- Norrine Nolen - 1/5 Interest in Net Residue of the estate
- John R. Nelson - 1/5 Interest in Net Residue of the estate
- Tyka Nelson - 1/5 Interest In Net Residue of the estate



INVENTORY P-510+  
Minn. Stat. 52A.3-1001

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MBA/Davis Co., St. Paul, MN 651-842-1888

Court File No. PO-01-1660

WHEREFORE, I request the Court fix a time and place for hearing this Petition, and enter an order.

1. Finding the venue is proper;
2. Determining testacy as it affects any previously omitted or unnotified persons and other interested parties, if any, and confirming any previous order of testacy as it affects all interested persons;
3. Determining Decedent's heirs;
4. Construing Decedent's Will, if any;
5. Confirming the acts of the Personal Representative as shown by the Final Account and this Petition;
6. Allowing the Final Account;
7. Determining the persons entitled to distribution of the Estate and their respective interests;
8. Approving settlement of the Estate and
  - Issuing a decree of distribution assigning the Estate to the persons entitled to the Estate.
  - or
  - Directing or approving the distribution of the Estate by the Personal Representative to the persons entitled to the Estate; and
9. Granting such other relief as may be proper.

Under penalties for perjury, I declare or affirm that I have read this document and I know or believe its representations are true and complete.

Prince Rogers Nelson

Petitioner

Date

~~Petitioner~~

~~Date~~

~~Petitioner~~

~~Date~~

Attorney for Petitioner

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Blackwell Igbunugo Engen & Saffold  
Jessica Hughes (#0247352)  
3601 W. 76th Street, Suite 250  
Minneapolis, MN 55435  
(952) 646-0439 fax-(952) 646-0450

RECEIVED

OCT 28 2002

fa

STATE OF MINNESOTA, COUNTY OF HENNEPIN  
I hereby certify this 11 page document to be a  
true and correct copy of the original on file and or  
record in my office.  
District Court Administrator

By [Signature] Deputy

# **EXHIBIT L**





INVENTORY P-614  
Minn. Stat. 524.3-1001; 524.3-1002

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Miller/Davis Co., St. Paul, MN 651-642-1988

**FILED**

**FEB 13 2003**

STATE OF MINNESOTA  
COUNTY OF CARVER

DISTRICT COURT  
PROBATE DIVISION  
FIRST JUDICIAL DISTRICT

CARVER COUNTY COURTS

Court File No. PO-01-1660

ESTATE OF  
John Louis Nelson

ORDER ALLOWING FINAL ACCOUNT AND  
SETTLING ESTATE AND ORDER OF  
DISTRIBUTION

DECEDENT

The Petition for an Order Allowing Final Account and Settling Estate and Order of Distribution, signed by Princa Rogers Nelson  
came before the Court on November 7, 2002  
The Court, having heard and considered the Petition, determines the following:

1. This Court has jurisdiction and venue in this County is proper.
2. The Petition is complete.
3.  Any notice required by Minnesota law has been given and proved, and any time for notice has expired; or  
 Consents to the Final Account and to issuance of a Final Decree, and waivers of further notice or hearing have been signed by all interested persons and filed with the Court. *Court has considered the objection of John Nelson on attorney fees.*
4. The Petitioner has declared or affirmed that the representations contained in the Petition are true and complete to the best of the Petitioner's knowledge or belief.
5. The Petitioner is an interested person as defined by Minnesota law.
6. Decedent died on 08/25/2001, at (city, state) Chanhassee, MN
7. This Estate has been in all respects fully administered, and all expenses, debts, valid charges and all claims allowed against this Estate have been paid. (If any exceptions, so state.) None

ORDER ALLOWING FINAL ACCOUNT AND SETTLING ESTATE AND ORDER OF DISTRIBUTION



INVENTORY P-614  
Minn. Stat. 524.3-1001; 524.3-1002

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Miller/Davis Co., St. Paul, MN 651-842-1988

Court File No. P0-01-1660

8. The Personal Representative has filed a Final Account for consideration and approval which accounts for every part of the Estate.

9. (Check appropriate boxes)

Testate.

Decedent's Will is comprised of the following:

Will dated \_\_\_\_\_

Codicil( ) dated \_\_\_\_\_

Separate writing( ) under Minn. Stat. 524.2-513 dated \_\_\_\_\_

The Will was formally probated by the Order of this Court dated \_\_\_\_\_

or

The Will is formally probated by this Order.

The Court construes the Will as follows:

Intestate.

A previous Order of this Court dated 10/5/2001  
determined Decedent died intestate.

or

This Court determines by this Order that the Decedent died intestate. (see Final Account and Petition)

10. The property of the Decedent on hand for distribution consists of the following:



INVENTORY P-614  
Minn. Stat. 524.3-1001; 524.3-1002

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Miller/Davis Co., St. Paul, MN 651-842-1988

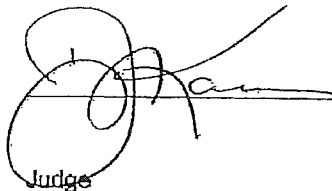
Court File No. P0-01-1660

IT IS ORDERED:

1. The Petition is granted.
2. (Testate)
  - If not previously probated, Decedent's Will is formally probated. Decedent's Will is construed as stated above.
  - (In testate)
    - The heirs of the Decedent are determined to be as stated above.
3. Any previous order determining testacy is confirmed by this Order as it affects any previously omitted or unnotified persons and other interested persons.
4. The acts of the Personal Representative as shown by the Final Account and the Petition are confirmed.
5. The property of the Decedent on hand for distribution is as stated above. (See Final Account and Petition)
6. The Final Account of the Personal Representative is allowed. Total actual attorneys fees and costs allowed are \$27,051.40
7. The personal representative is directed to transfer the personal property described in this Order, and to convey title of the real property described in this Order by a Personal Representative's Deed of Distribution, subject to any prior disposition, to the following named persons in the following proportions or parts:

Lorna Nelson - 1/5 Interest in Net Residue of the estate  
 Sharon Blakely - 1/5 Interest in Net Residue of the estate  
 Norrine Nolen - 1/5 Interest in Net Residue of the estate  
 John R. Nelson - 1/5 Interest in Net Residue of the estate  
 Tyka Nelson - 1/5 Interest in Net Residue of the estate

(COURT SEAL)



Judge

2-2-03

Date

STATE OF MINNESOTA, COUNTY OF HENNEPIN  
I hereby certify this 2 page document to be a  
true and correct copy of the original on file and or  
record in my office.  
District Court Administrator

By  Deputy

# **EXHIBIT M**



5. That approximately four weeks before April 15, 2001, my father came to visit me, and he handed me a check in the amount of \$400,000 written to his order. He told me that he wanted me to have this money, and the reasons for this are noted in the memorandum of law. I present this information to the Court not because I am asserting that I am entitled to \$400,000 from the estate, but rather to point out to the Court that my father had at least \$400,000 in cash, I believe, as of that date. Therefore, the recent contention of my half brother Prince that my father's estate consisted of cash from four bank accounts in the amount of \$329,000 obviously does not seem accurate for this reason alone.

6. That I am aware of the fact that my father received a pension in the amount of \$3,000 a month from Honeywell (my father worked at Honeywell for over 30 years), and having known my father as I do, he was a very frugal man, and I feel that there is a very good chance that his estate has a value much greater than the \$329,000 figure that Prince has recently conveyed to my sister Norrine. Also, my father had very few expenses, and at the time of his death, he was living rent free at a home owned by my half brother Prince.

7. That my father owned jewelry, and I believe the reasonable value of that jewelry was at least \$50,000.00.

8. That I am certain that if me and my lawyer can have access to bank account information, information from Honeywell, tax information, and information regarding the royalty history of royalty funds my father received from music he co-wrote with

Prince, I will have a much better idea of my father's asset situation at the time of his death.

9. That my sister Norrine contacted me on the evening of 10/15/01 and advised that Prince is now taking the position that the cash that my father had in four bank accounts was \$329,000 rather than \$200 noted in his filed affidavit.

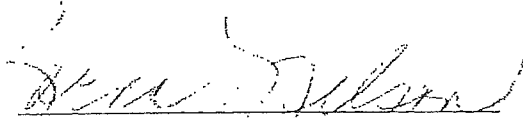
10. That I was involved in litigation with Prince back from 1987 to 1992 regarding issues as to who wrote certain music that he claimed credit for, and since that time, I have had little contact with him. For this reason and others, I have very little trust in his actions and believe it is in my best interest and that of my other siblings to have this estate handled by a court-appointed personal representative rather than my half brother Prince.

11. That my father had other assets including musical instruments - an organ, two pianos, and a drum set - that I believe my half brother Prince used when he was learning how to play music. It is my reasonable assumption that these instruments could, if ultimately ordered by the Court, result in large sums of money when sold at auction.

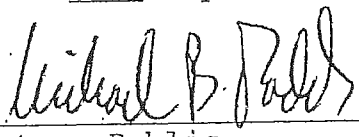
12. That I am aware of the fact that my father received at least two royalty checks for music he co-wrote with Prince - one draft in the amount of \$92,000, another draft in the amount of \$42,000, and numerous other drafts either annually or bi-annually. These facts were specifically conveyed to me by my father.

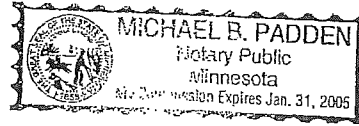
FURTHER YOUR AFFIANT SAITH NOT.



  
Lorna Nelson

Subscribed and sworn to before me  
this 18th day of October, 2001.

  
\_\_\_\_\_  
Notary Public



STATE OF MINNESOTA COUNTY OF HENNEPIN  
I hereby certify this 6 page document to be a  
true and correct copy of the original on file and or  
record in my office.  
District Court Administrator

By [Signature] Deputy

# **EXHIBIT N**

4/26/2016 9:21 AM Scanned by Carver County

MD Form No. P-616

Minn. Stat. 524.3-1001; 524.3-1002; Miller/Davis Co., St. Paul, MN (800) 752-4221  
Minn. Gen. R. Prac 409(a) Minnesota Continuing Legal Education © 1994 MCLE

STATE OF MINNESOTA

DISTRICT COURT  
PROBATE DIVISION  
JUDICIAL DISTRICT

COUNTY OF CARVER

FIRST

Court File No. PO-01-1660

Estate of

**FILED**  
**JUL 02 2002**  
**CARVER COUNTY COURTS**

PETITION TO FORMALLY ADJUDICATE  
INTESTACY, DETERMINE HEIRSHIP,  
CONFIRM APPOINTMENT AND  
ACTS OF PERSONAL REPRESENTATIVE  
PREVIOUSLY APPOINTED INFORMALLY,

John Louis Nelson

Decedent

I, Lorna Nelson, state:

1. My address is:

2. I am an interested person as defined by Minnesota law because I am: an heir,  
daughter of John Louis Nelson

3. Decedent was born on June 29, 1916, at (city, state) Cotton Valley, LA

4. Decedent died on August 25, 2001, at (city, state) Chanhassen MN

5. Decedent at the time of death resided in Carver County, at (address):

6. Decedent's Social Security number is \_\_\_\_\_

7. The names and addresses of Decedent's spouse, children, heirs, devisees and other persons interested in this proceeding so far as known or ascertainable with reasonable diligence by the Petitioner are:

Name and Mailing Address	Relationship and Interest (list all)	Birthdate of Minors
--------------------------	--------------------------------------	---------------------

See Attachment

(Attach separate schedule, if necessary)

Petition to Formally Adjudicate Intestacy, Determine Heirship,  
Confirm Appointment and Acts of Personal Representative Previously  
Appointed Informally, Allow Final Account, Settle and Distribute Estate

MD

MCLE P-616

Court File No. PO-01-1660

8. Negative Allegation Statement (see Minn. Gen. R. Prac. 409(a)): Decedent left no surviving spouse, no children, natural or adopted, legitimate or illegitimate, other than named herein, and no issue of any deceased children.

9. All persons identified as heirs have survived the Decedent by at least 120 hours.

10. (Check appropriate boxes)

- Decedent left no surviving spouse.
- Decedent left no surviving issue.
- All issue of Decedent are issue of Decedent's surviving spouse except for:

These are issue of the surviving spouse who are not issue of the Decedent.

11. Venue for this proceeding is in this County of the State of Minnesota because:

The Decedent was domiciled in this County at the time of death and was the owner of property located in the State of Minnesota.

or

Though not domiciled in the State of Minnesota, the Decedent was the owner of property located in this County at the time of death.

12. Prince Rogers Nelson

was informally appointed the Personal Representative in this Court by the Registrar on 10/5/01. No other personal representative of the Decedent has been appointed in this state or elsewhere whose appointment has not been terminated.

13.  I have not received a demand for notice and am not aware of any demand for notice of any probate or appointment proceeding concerning the Decedent that may have been filed in Minnesota or elsewhere.

or

Proper notice has been given to those persons who have filed a demand for notice.

14. After the exercise of reasonable diligence, I am unaware of any instrument relating to property having a situs in this state under Minnesota law.

15. The Estate has been fully administered and all expenses, debts, valid charges and claims allowed have fully paid, except (if none, so state): Some financial assets of the estate have been determined and distributed. However, a determination of the extent of the assets of the Decedent, including location and value of personal property, have not yet been determined.

16. The time for presenting claims which arose prior to the death of the Decedent has expired.

17. ~~XXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX~~

Court File No. PO-01-1660

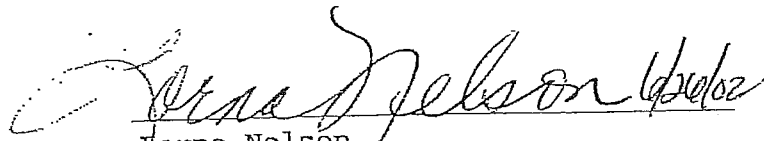
18. The property on hand for distribution is as reflected in the final account and should be distributed to the following named persons in the following named proportions or parts:

See paragraph 15. As the extent and value of the estate has not yet been determined, distribution should not yet take place. When an accounting has been finalized, distribution should take place equally among the Decedent's six children.

WHEREFORE, I request the Court fix a time and place for hearing this Petition, and enter an order formally:

1. Finding that venue is proper;
2. Determining Decedent died intestate;
3. Determining Decedent's heirs and their intestate shares;
4. ~~Confirming the previous informal appointment and the acts of the Personal Representative as shown by the Court's Order and this Petition~~
5. ~~Allowing the Final Account~~
6. ~~Approving the settlement of the Estate~~  
 ~~Issue a decree of distribution of the Estate to the persons entitled to the Estate~~  
 or  
 ~~Direct the court in the distribution of the Estate by the Personal Representative to the persons entitled to the Estate~~
7. Granting such other relief as may be proper.

Under penalties for perjury, I declare or affirm that I have read this document and I know or believe its representations are true and complete.

  
 \_\_\_\_\_  
 Lorna Nelson

Petitioner

Date

Attorney For Petitioner

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):  
 Michael B. Padden, Esq.  
 1700 W. Hwy. 36, Ste. 800  
 St. Paul MN 55113

Petition to Formally Adjudicate Intestacy, Determine Heirship, Confirm Appointment and Acts of Personal Representative Previously Appointed Informally, Allow Final Account, Settle and Distribute Estate

STATE OF MINNESOTA)  
  ) SS.  
COUNTY OF RAMSEY )

AFFIDAVIT OF MAILING

Colleen E. Brown, being first duly sworn on oath, deposes and states that she did on the 27<sup>th</sup> day of June, 2002, deposit in the United States Mail with postage prepaid thereon an envelope addressed to:

Mr. Herman Nelson

Mr. Earl E. Nelson

Mr. Turner Nelson

Ms. Bernice Martin

Ms. Maxine Smith

Ms. Lorna Nelson

Ms. Annie Lee Dickson

Ms. Charlene Ikins

Ms. Sharon Blakley

Ms. Norrine Nolen

~~Mr. John R. Nelson~~

~~Mr. Prince Rogers Nelson~~

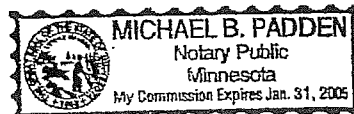
Ms. Tyka Nelson

in which was contained a true and correct copy of Petition to Formally Adjudicate Intestacy, Determine Heirship, Confirm Appointment and Acts of Personal Representative Previously Appointed Informally, Allow Final Account, Settle and Distribute Estate in the within entitled case.

*Colleen E. Brown*  
Colleen E. Brown

Subscribed and sworn to before me  
this 27<sup>th</sup> day of June, 2002.

*Michael B. Padden*  
Notary Public



---

Name and Mailing Address	Relationship	Birthdate
Herman Nelson	Brother	
Earl E. Nelson	Brother	
Turner Nelson	Brother	
Bernice Martin	Sister	
Maxine Smith	Sister	
Charlene Ikins	Sister	

---



STATE OF MINNESOTA, COUNTY OF HENNEPIN  
I hereby certify this 5 page document to be a  
true and correct copy of the original on file and or  
record in my office.  
District Court Administrator

By  Deputy ;

20/2002 14:15 FAX 9526460450 4/25/2016 1:51 PM Scanned by Carver County BIES

008/008



INVENTORY P-606  
Minn. Stat. 524.3-906; 524.3-1001; 524.3-1002; 524.3-1003

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STATE OF MINNESOTA  
COUNTY OF CARVER

DISTRICT COURT  
PROBATE DIVISION  
FIRST JUDICIAL DISTRICT

ESTATE OF  
John Louis Nelson

Court File No. P0-01-1660

CONSENT TO FINAL ACCOUNT,  
DISTRIBUTION OF ESTATE AND WAIVER OF  
NOTICE AND HEARING

DECEDENT

NOTICE: You have a right to object to the final account or to any of the expenditures which are listed in it and to ask the Court to hold a hearing to review the account and your objections. By signing this form, you are waiving this right. You also may have the right to object to the form of the proposed distribution, and if the box on Line 2.c. is checked, you are waiving this right.

I, Prince Rogers Nelson, state:

1. I am a distributee in the Estate.

2. I have examined and consent to the following documents:

a.  The Final Account dated 9/20/02

b.  (Check if applicable)

The Petition to Allow Final Account, Settle Estate and Distribute by  
 Decree  
 Order

dated \_\_\_\_\_

c.  (Check if applicable)  The Proposal for Distribution dated \_\_\_\_\_

3. I waive my right to object to the final account and to any of the documents identified above by a checked box, and I waive notice and hearing on my court proceeding to consider the Final Account or to settle the Estate.

Attorney For Personal Representative

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Blackwell Igbunugo Engen & Saffold  
Jessica Hughes (#0247352)  
3601 W. 76th Street, Suite 250  
Minneapolis, MN 55435  
(952) 646-0439 fax-(952) 646-0450

Prince Rogers Nelson

9-20-02

Date

CONSENT TO FINAL ACCOUNT, DISTRIBUTION OF ESTATE AND WAIVER OF NOTICE AND HEARING

5



INVENTORY P-606  
Minn. Stat. 524.3-906; 524.3-1001; 524.3-1002; 524.3-1003

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STATE OF MINNESOTA  
COUNTY OF CARVER

DISTRICT COURT  
PROBATE DIVISION  
FIRST JUDICIAL DISTRICT

ESTATE OF  
John Louis Nelson  
\_\_\_\_\_  
\_\_\_\_\_  
DECEDENT

Court File No. P0-01-1660  
CONSENT TO FINAL ACCOUNT,  
DISTRIBUTION OF ESTATE AND WAIVER OF  
NOTICE AND HEARING

NOTICE: You have a right to object to the final account or to any of the expenditures which are listed in it and to ask the Court to hold a hearing to review the account and your objections. By signing this form, you are waiving this right. You also may have the right to object to the form of the proposed distribution, and if the box on Line 2.c. is checked, you are waiving this right.

I, Tyka Nelson, state:

1. I am a distributee in the Estate.

2. I have examined and consent to the following documents:

a.  The Final Account dated 9/20/02

b.  (Check if applicable)

The Petition to Allow Final Account, Settle Estate and Distribute by  
 Decree  
 Order

dated \_\_\_\_\_

c.  (Check if applicable)  The Proposal for Distribution dated \_\_\_\_\_

3. I waive my right to object to the final account and to any of the documents identified above by a checked box, and I waive notice and hearing on my court proceeding to consider the Final Account or to settle the Estate.

Attorney For Personal Representative

Tyka Nelson 9-25-02

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):  
  
Blackwell Igbanugo Engén & Saffold  
Jessica Hughes (#0247352)  
3601 W. 76th Street, Suite 250  
Minneapolis, MN 55435  
(952) 646-0439 fax-(952) 646-0450

Tyka Nelson

Date

CONSENT TO FINAL ACCOUNT, DISTRIBUTION OF ESTATE AND WAIVER OF NOTICE AND HEARING

DOCS 2001

INVENTORY P-606  
Minn. Stat. 524.3-906; 524.3-1001; 524.3-1002; 524.3-1003

Content created and updated by Minnesota Continuing Legal Education  
Miller/Davis Co., St. Paul, MN 651-642-1988

STATE OF MINNESOTA  
COUNTY OF CARVER

DISTRICT COURT  
PROBATE DIVISION  
FIRST JUDICIAL DISTRICT

ESTATE OF  
John Louis Nelson

Court File No. P0-01-1660

CONSENT TO FINAL ACCOUNT,  
DISTRIBUTION OF ESTATE AND WAIVER OF  
NOTICE AND HEARING

DECEDENT

NOTICE: You have a right to object to the final account or to any of the expenditures which are listed in it and to ask the Court to hold a hearing to review the account and your objections. By signing this form, you are waiving this right. You also may have the right to object to the form of the proposed distribution, and if the box on Line 2.c. is checked, you are waiving this right.

I, John Nelson, state:

1. I am a distributee in the Estate.

2. I have examined and consent to the following documents:

a.  The Final Account dated 9/20/02

b.  (Check if applicable)

The Petition to Allow Final Account, Settle Estate and Distribute by  
 Decree  
 Order

dated \_\_\_\_\_

c.  (Check if applicable)  The Proposal for Distribution dated \_\_\_\_\_

3. I waive my right to object to the final account and to any of the documents identified above by a checked box, and I waive notice and hearing on my court proceeding to consider the Final Account or to settle the Estate.

Attorney For Personal Representative

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Blackwell Igbanugo Engen & Saffold  
Jessica Hughes (#0247352)  
3601 W. 76th Street, Suite 250  
Minneapolis, MN 55435  
(952) 646-0439 fax-(952) 646-0450

*John R. Nelson* Sept 20, 2002

John Nelson

Date

CONSENT TO FINAL ACCOUNT, DISTRIBUTION OF ESTATE AND WAIVER OF NOTICE AND HEARING



INVENTORY P-606  
Minn. Stat. 524.3-906; 524.3-1001; 524.3-1002; 524.3-1003

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STATE OF MINNESOTA  
COUNTY OF CARVER

DISTRICT COURT  
PROBATE DIVISION  
FIRST JUDICIAL DISTRICT

ESTATE OF  
John Louis Nelson

Court File No. P0-01-1660

CONSENT TO FINAL ACCOUNT,  
DISTRIBUTION OF ESTATE AND WAIVER OF  
NOTICE AND HEARING

DECEDENT

NOTICE: You have a right to object to the final account or to any of the expenditures which are listed in it and to ask the Court to hold a hearing to review the account and your objections. By signing this form, you are waiving this right. You also may have the right to object to the form of the proposed distribution, and if the box on Line 2.c. is checked, you are waiving this right.

I, Norrine Nolen, state:

1. I am a distributee in the Estate.

2. I have examined and consent to the following documents:

a.  The Final Account dated 9/20/02

b.  (Check if applicable)

The Petition to Allow Final Account, Settle Estate and Distribute by  
Decree  
Order

dated \_\_\_\_\_

c.  (Check if applicable)  The Proposal for Distribution dated \_\_\_\_\_

3. I waive my right to object to the final account and to any of the documents identified above by a checked box, and I waive notice and hearing on my court proceeding to consider the Final Account or to settle the Estate.

Attorney For Personal Representative

*Norrine Nolen 9/26/02*

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Blackwell Igbunugo Engen & Saffold  
Jessica Hughes (#0247352)  
3601 W. 76th Street, Suite 250  
Minneapolis, MN 55435  
(952) 646-0439 fax-(952) 646-0450

Norrine Nolen

Date

CONSENT TO FINAL ACCOUNT, DISTRIBUTION OF ESTATE AND WAIVER OF NOTICE AND HEARING



INVENTORY P-606  
Minn. Stat. 524.3-906; 524.3-1001; 524.3-1002; 524.3-1003

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I, Sharon Blakely, state:

1. I am a distributee in the Estate.

2. I have examined and consent to the following documents:

a.  The Final Account dated 9/20/02

b.  (Check if applicable)

The Petition to Allow Final Account, Settle Estate and Distribute by  
 Decree  
 Order

dated \_\_\_\_\_

c.  (Check if applicable)  The Proposal for Distribution dated \_\_\_\_\_

3. I waive my right to object to the final account and to any of the documents identified above by a checked box, and I waive notice and hearing on my court proceeding to consider the Final Account or to settle the Estate.

Attorney For Personal Representative

Sharon Blakely 10/29/02

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Blackwell Igbanugo Engen & Saffold  
Jessica Hughes (#0247352)  
3601 W. 76th Street, Suite 250  
Minneapolis, MN 55435  
(952) 646-0439 fax-(952) 646-0450

Sharon Blakely

Date

CONSENT TO FINAL ACCOUNT, DISTRIBUTION OF ESTATE AND WAIVER OF NOTICE AND HEARING

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BIES

004/008

STATE OF MINNESOTA  
COUNTY OF CARVERDISTRICT COURT  
PROBATE DIVISION  
FIRST JUDICIAL DISTRICT

Court File No. P0-01-1660

In Re: Estate of

John Louis Nelson,

FINAL ACCOUNT

Decedent.

Date of Death: August 25, 2001  
Social Security No.:

	DEBITS	CREDITS
<b>DEBITS</b>		
Estate described in Inventory:		
Schedule A: Real Estate	\$0.00	
Schedule B: Securities	\$0.00	
Schedule C: Bank Accounts/Cash	\$390,048.08	
Schedule D: Other Personal Property	\$14,564.36	
SUBTOTAL	\$404,612.44	
LESS Schedule E: Mortgages/Liens	(\$0.00)	
TOTAL	\$404,612.44	
Increase:		
Interest:		
US Bank Accounts	\$487.46	
Honeywell Federal Credit Union	1,823.03	
SUBTOTAL	\$2,310.49	
TOTAL	\$406,922.93	
ASSET ADJUSTMENTS (see schedule)	\$0.00	\$0.00
<b>CREDITS-DISBURSEMENTS</b>		
Decrease in Inventory Value:	\$0.00	
TOTAL Decrease		\$0.00
<b>MAINTENANCE AND SELECTION</b>		
Family maintenance	\$0.00	
Statutory selection	\$0.00	
TOTAL Maintenance and Selection		\$0.00

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**EXPENSES OF ADMINISTRATION**

Probate Court Filing Fees	\$152.00	
Certified Copies	\$20.00	
Appraisal Fees:		
Personal Property	\$1,600.00	
Jewelry	\$90.00	
Attorneys' Fees to Date	\$21,575.00	
Attorney's Costs	\$476.40	
Attorneys' Reserve Fees	\$5,000.00	

TOTAL Expenses of Administration		\$28,913.40
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**FUNERAL EXPENSES**

None	\$0.00	
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TOTAL Funeral Expenses		\$0.00
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**EXPENSES OF LAST ILLNESS**

None	\$0.00	
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TOTAL Expenses of Last Illness		\$0.00
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**TAXES**

Real Estate Taxes:			
Homestead	\$0.00		
Other Real Estate	\$0.00		
Income Taxes of Decedent:			
Minnesota	\$0.00		
Federal	\$0.00	\$0.00	
Fiduciary Income Taxes:			
Minnesota	\$0.00		
Federal	\$0.00	\$0.00	
Estate Taxes:			
Minnesota	\$0.00		
Federal	\$0.00	\$0.00	

TOTAL Taxes		\$0.00
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**OTHER CLAIMS ALLOWED AND PAID**

Honeywell Retirement - Overpayment of pension	\$462.87	
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TOTAL Claims Paid		\$462.87
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**CLAIMS ALLOWED AND NOT PAID**

None \$0.00

TOTAL Claims Allowed Not Paid \$0.00

**PAYMENTS MADE ON MORTGAGE, CONTRACT FOR DEED,  
AND OTHER CLAIMS**Principal \$0.00  
Interest \$0.00  
Other \$0.00

TOTAL Interest/Other Payments Made \$0.00

**INTERIM DISTRIBUTIONS TO DEVISEES AND HEIRS**John Nelson:  
Cash \$82,266.59  
Household Contents \$0.00Noreen Nolan:  
Cash \$82,266.60  
Household Contents \$0.00Sharon Blakely:  
Cash \$82,266.60  
Household Contents \$0.00Lorna Nelson:  
Cash \$82,266.59  
Household Contents \$0.00

TOTAL Devises Paid and Distributed \$329,066.38

<b>SUBTOTAL DEBITS AND CREDITS</b>	\$406,922.93	\$358,442.65
<b>PLUS: TOTAL PROPERTY ON HAND</b>		
<b>FOR DISTRIBUTION (from below)</b>		\$48,480.28
<b>TOTAL (debits should equal credits)</b>	\$406,922.93	\$406,922.93

**PERSONAL PROPERTY ON HAND FOR DISTRIBUTION**

Stocks, Bonds, and Other Securities	\$0.00
Mortgages, Contracts for Deeds, Notes, Etc.	\$0.00
Cash on Hand:	
None	\$0.00
Other Personal Property (describe)	\$53,480.28
Less: Amounts reserved for future payments	

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Less: Liens on Personal Property  
Other:

(\$0.00)  
(\$0.00)

TOTAL Personal Property

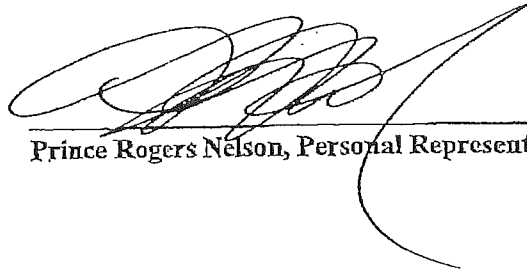
\$48,480.28

**TOTAL PROPERTY ON HAND FOR DISTRIBUTION**

\$48,480.28

Under penalties for perjury, I declare or affirm that I have read the Final Account and I know or believe its representations are true and complete.

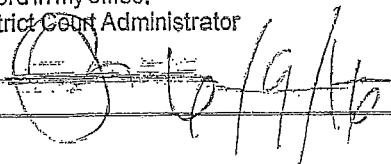
Dated: 9/20/02



Prince Rogers Nelson, Personal Representative

Attorneys for Personal Representative  
Blackwell Igbano Engen & Saffold  
Jessica Hughes (Atty. Reg. #0247352)  
3601 W. 76th Street, Suite 250  
Minneapolis, MN 55435  
(952) 646-0439 - fax (952) 646-0450

STATE OF MINNESOTA, COUNTY OF HENNEPIN  
I hereby certify this 10 page document to be a  
true and correct copy of the original on file and or  
record in my office.  
District Court Administrator

By  Deputy

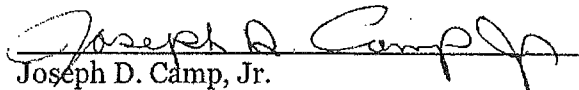


(my cousins): Lorna, Sharon, Norrine, and John Jr. I called John L. Nelson "Uncle Johnny" and Vivian Nelson "Aunt Vivian." Of course, Lorna, Sharon, Norrine and John Jr. would call Uncle Johnny "dad" or "father," and Aunt Vivian "mom" or "mother." I was particularly close to my cousins because I was approximately the same age as John Jr. and Lorna.


7. During this time, we would frequently visit the Nelson family at the Nelson family home located at 3728 5<sup>th</sup> Avenue South in Minneapolis. Because my family didn't own a car but Uncle Johnny did, Uncle Johnny would sometimes pick us up in St. Paul and bring us to the Nelson family home. I always looked forward to going over to the Nelson family home because Aunt Vivian was a wonderful cook and made delicious cakes. Uncle Johnny would typically entertain us by playing the piano and singing songs. For my family and myself, Uncle Johnny's piano playing was always the highlight of our visits.
8. From time to time, the Nelson family would visit my family at our home in St. Paul. The Nelsons would arrive and leave in Uncle Johnny's car. If I was shown a photograph of Uncle Johnny's car, I would recognize it.
9. Whether at the Nelson family home or my family's home, we did everything families typically do together: eat, play games and sports (such as basketball, softball), dancing, singing, and having a good time. I distinctly remember that my father and Uncle Johnny (who were very close) would get into deep discussions. My father and Uncle Johnny are buried next to each other at the Oakwood Cemetery in St. Paul. Aunt Vivian is buried there too.

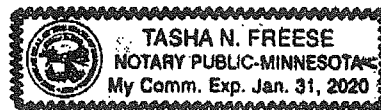
- 10. I have at least one photograph taken from my 5<sup>th</sup> year birthday party, which was at the Sterling Club, located on Rondo and Dale Street in St. Paul. John Jr. and Lorna, my Nelson cousins, are depicted in the photograph with me.
- 11. Our families also went to church together at a church on 5<sup>th</sup> Avenue and Lake St., in Minneapolis, Minnesota. We also went to Pilgrim Baptist Church located in Saint Paul, Minnesota; my mother was a member of Pilgrim. Uncle Johnny and Aunt Vivian would arrive with their four children in Uncle Johnny's car and we all would attend church together. After church, we would go back to the Nelson family home, or back to our home in Saint Paul to play games, eat, and do things that tight families do.
- 12. I recall sometime around 1956 that all of the sudden, Uncle Johnny was no longer living at the Nelson family home. Conversations relating to Uncle Johnny's whereabouts were never discussed openly when I was around.
- 13. Throughout my childhood and adult life, and until the day Uncle Johnny died, Uncle Johnny held Lorna, Sharon, Norrine, and John Jr. out to be his children and he was a loving father and great uncle.

FURTHER YOUR AFFIANT SAYETH NAUGHT.

  
Joseph D. Camp, Jr.

Subscribed and sworn to before me  
this 10<sup>th</sup> day of June, 2016

  
\_\_\_\_\_  
Notary Public





June 15, 2016

**Via Email**

Adam P. Gislason, Esq.  
Lommen Abdo, P.A.  
1000 International Center  
920 Second Avenue South  
Minneapolis, MN 55402

**Re: Heirship Claim of John Rodger Nelson**

Dear Mr. Gislason:

Thank you for submitting the Affidavit of Heirship of John Rodger Nelson.

With respect to the Protocol adopted by the Court, the Special Administrator's goal is to apply existing Minnesota law equally to all persons claiming to potentially be an heir of the Decedent. Such relevant law includes the Minnesota Probate Code (Minn. Stat. Ch. 524), the Minnesota Parentage Act (Minn. Stat. §§ 257.01 through 257.75) and Minnesota common law.

Under Minnesota law, if it is determined that Decedent is not the father of any living children (or their descendants), then Decedent's siblings and half-siblings (and descendants of any deceased siblings and half-siblings) may be determined to be heirs, in the event no Will is found. Minn. Stat. § 524.2-103(3). To be a sibling or half-sibling, a person must share at least one genetic parent with Decedent. *Id.* Because they were married when Decedent was born, Mattie Della (Shaw) ("Mattie") and John Lewis Nelson ("John") are presumed to be Decedent's genetic parents. Minn. Stat. § 257.55, subd. 1(a).<sup>4</sup> Only a very limited group of persons have standing to challenge that presumption, and, in any event, the time to make such a challenge passed long ago. Minn. Stat. § 257.57, subd. 1(b). As such, there is an irrebuttable presumption that John and Mattie are Decedent's genetic parents. *Id.*; Minn. Stat. § 524.1.201(22) and (23); *see also In re Estate of Jotham*, 722 N.W.2d 447, 455-56 (2006). Thus, to potentially qualify as an heir of Decedent as a sibling or half-sibling, the claimant must be a descendant of either Mattie or John (or both).

The materials provided by your client under oath confirm that he was born during the marriage of John and Vivian Nelson. An irrebuttable presumption exists that he is John's son. As such, it is the Special

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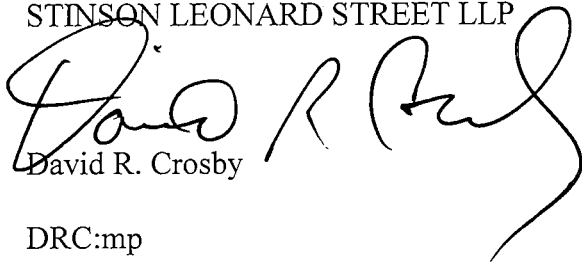
<sup>4</sup> Further, as part of Mattie and John's divorce, a Minnesota court adjudicated that they were Decedent's parents.

June 15, 2016  
Page 2

Administrator's determination that John Rodger Nelson is Decedent's half-sibling as a matter of law, and that no genetic testing need take place to establish his relationship as Decedent's half-sibling.

Very truly yours,

STINSON LEONARD STREET LLP

A handwritten signature in black ink, appearing to read "David R. Crosby", is written over the typed name. The signature is fluid and cursive, with a long, sweeping tail on the final letter.

DRC:mp