

STATE OF MINNESOTA  
COUNTY OF CARVER

DISTRICT COURT  
PROBATE DIVISION  
FIRST JUDICIAL DISTRICT

Court File No. 10-PR-16-46

In Re the Estate of:

Prince Rogers Nelson,  
Decedent.

**AFFIDAVIT OF HEIRSHIP OF  
SHARON LOUISE NELSON**

STATE OF MINNESOTA )  
                                  ) ss.  
COUNTY OF HENNEPIN )

Sharon Louise 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 Sharon Louise Nelson.
2. My date of birth is [REDACTED] 1940.
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.

5. My biological parents are John Louis Nelson and Vivian Nelson. I have seen my father's name misspelled on some documents as John Lewis Nelson.

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, County of Ramsey.
  - c. My biological mother's maiden name is Howard.

- d. Attached as proof of my parents' marriage is a certified copy (except as noted) 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:** 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. (This is not a certified copy).

- e. My parents (John L. Nelson and Vivian Nelson (Howard)) were divorced on March 15, 1957. I have a vivid memory of testifying at a trial or hearing at the divorce proceedings in Hennepin County court on my mother's behalf. I will never forget it because I remember being so nervous at the time. Attached are certified copies of the following documents:

**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. It should be October 29, 1938. My mother, Vivian, would have only been 17 years old on October 29, 1937. Her birth date is October 20, 1920.

**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. My biological parents continued to be married to each other after I was born and until their divorce on March 15, 1957.

8. If it is determined for the limited purposes at this stage of these 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 in response to Request No. 8 and each of its respective subparts.

9. If it is determined for the limited purposes at this stage of these proceedings that my biological parents were not married at the time I was born, I further declare that John L. Nelson received me into his (and my mother's) homes—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 on August 25, 2001. In further support of my response to Request No. 9, I declare and hereby submit and rely upon the following:

- a. I am the oldest of four children of John L. Nelson and Vivian Nelson (Howard).
- b. Throughout my childhood and teenage years, my father, John L., my mother, Vivian, and my three other siblings (Norrine, Lorna, and Johnny) and I, called 3728 5<sup>th</sup> Avenue South, Minneapolis, Minnesota "Home." We celebrated many, if not most, holidays (like Christmas,

Easter, Thanksgiving, and Independence Day), as well as each other's birthdays, at the Nelson family home. But if we were not celebrating together at our Home, we were celebrating together with other family and friends.

- c. My sisters and I were raised by my parents, John L. and Vivian, in the Nelson family home from approximately 1943 through October 1956, which is the approximate date my father decided to leave my mother and us for personal reasons.
- d. During the time that we were living together as family, John L. did everything a father would be expected to do with or for his child or children, including providing food, shelter and clothing, paying the bills, taking us to school and attending church, and going on family outings together. Attached as **Exhibit O** is a photograph of my mother and our dog, Prince, which was taken during one of our family trips to Taylors Falls, Minnesota.
- e. Attached as **Exhibit P** is a photograph of me and my mother, Vivian, when I was approximately 10 years old. It is possible that the photograph was taken by my father, but depicted in the photograph is my father's automobile at the time, which depicts his license plate no. Minnesota 120-697. I have attempted to obtain car ownership information from the Minnesota Department of Motor Vehicles using this license plate number, but said information is not available, at least through a license plate "lookup" search.
- f. 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.
- g. The Affidavits of Heirship of Norrine P. Nelson and John R. Nelson.
- h. The Affidavit of Joseph D. Camp, Jr.

10. I do not believe that this Request applies to me. If it is determined for the limited purposes at this stage of these proceedings that my parents did not marry or attempt to marry, I am not aware 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 for the limited purposes at this stage of the proceedings that my parents did not marry or

attempt to marry, I am not aware 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.

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 penalty 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

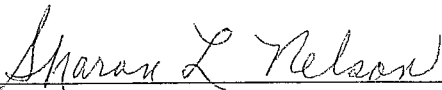
On October 5, 2001, an Order granting the Informal Appointment of Personal Representative (Intestate), Prince Rogers Nelson, was signed, entered, issued, and filed by the Carver County Registrar in. (**Exhibit J**). On November 7, 2002, Prince and his counsel filed a Petition for an Order Allowing for 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, Judge Phillip T. Kanning 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**). Duane Nelson was not determined to be the son of John L. Nelson. My late sister, Lorna Nelson, also submitted a sworn Affidavit in which she stated: "My father and Vivian Nelson had four children: me, 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**).

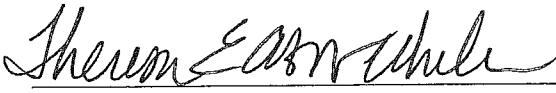
I also rely on additional, certified copies from *In re Estate of John Louis Nelson*, which are attached as a group to this Affidavit. (**Exhibit N**).

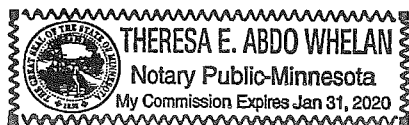
15. The foregoing information is not an exhaustive list or identification of all facts in my knowledge or possession relevant to the Protocol or Request for Parentage Information. I have additional, personal knowledge of facts and information that conclusively establish the heirships of me, Norrine, and Johnny, and contradict the affidavits of heirship submitted by other parties claiming a genetic relationship to the decedent. I will provide, under oath and subject to the penalty of perjury, additional information, documents, and facts in my possession, knowledge or control at the appropriate time or if requested by the Special Administrator or Court.

FURTHER YOUR AFFIANT SAYETH NAUGHT.

  
\_\_\_\_\_  
Sharon Louise Nelson

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

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



# EXHIBIT A

**STATE OF MINNESOTA**  
**CERTIFICATION OF VITAL RECORD**

**CERTIFICATE OF BIRTH**

STATE FILE NUMBER **1940-MN-034721**

FULL NAME **SHARON LOUISE NELSON**

DATE OF BIRTH **[REDACTED] 1940**

SEX **FEMALE**

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  
10011783



27A-001221596

FILED: MARCH 25, 1940

*Molly Mulcahy Crawford*

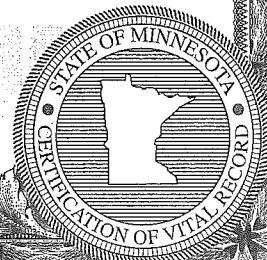
Molly Mulcahy Crawford  
STATE REGISTRAR

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 ERASURE VOIDS THIS CERTIFICATE





# **EXHIBIT B**

Form H 108

**CERTIFICATE OF BIRTH**

Register No.

**544**

PLACE OF BIRTH  
**CITY OF MINNEAPOLIS**  
**COUNTY OF HENNEPIN**

**City of Minneapolis**

Division of Public Health—Vital Statistics

STATE OF MINNESOTA

PLACE OF BIRTH

**Maternity Hospital**

(If birth occurred in a Hospital or Institution, give its name, otherwise Street and Number)

FULL NAME OF CHILD

*Sharon Louise Nelson*

8. Sex <b>Female</b>	If plural births	4. Twin, triplet, or other	5. Number, in order of birth	6. Premature Full term <b>yes</b>	7. Legiti- mate? <b>yes</b>	8. Date of birth <b>1940</b> (Month, day, year)
9. Full name <b>FATHER</b> <b>John Nelson</b>				16. Full maiden name <b>MOTHER</b> <b>Vivian Howard</b>		
10. Residence (usual place of abode) <b>2929 5 Ave. So. Minneapolis, Minn.</b> (If non-resident, give place and State)				17. Residence (usual place of abode) <b>2929 5 Ave. So. Minneapolis, Minn.</b> (If non-resident, give place and State)		
11. Color or race <b>colored</b> . Age at last birthday <b>23</b> (Years)				18. Color or race <b>colored</b> . Age at last birthday <b>19</b> (Years)		
12. Birthplace (city or place) <i>*Boston Valley, Louis. St. Joseph, Mo.</i>				19. Birthplace (city or place) <i>*St. Joseph, Mo. Minneapolis, Minn.</i>		
Occupation	14. Trade, profession, or particular kind of work done, as farmer, bookkeeper, etc. <b>Door man</b>			20. Trade, profession, or particular kind of work done, as housekeeper, typist, nurse, clerk, etc. <b>Housewife</b>		
	15. Industry or business in which work was done, as factory, office, bank, etc. <b>Andrews Hotel</b>			21. Industry or business in which work was done, as own home, lawyer's office, factory, etc. <b>Own home</b>		
22. Number of children of this mother (At time of this birth and including this child) (a) Born alive and now living <b>1</b> (b) Born alive but now dead <b>0</b> (c) Stillborn <b>0</b>						
24. If stillborn period of gestation		months	or weeks	25. Cause of stillbirth		Before labor During labor
26. Was 1% silver nitrate used to prevent infant blindness? <b>Yes</b> <b>INX</b>						

**CERTIFICATE OF ATTENDING PHYSICIAN OR MIDWIFE**

I hereby certify that I attended the birth of this child, who was **alive** at **5:13 A.M.**, on the date above stated, and that the above facts as given are true to the best of my knowledge, information and belief.

When there was no attending physician or midwife, then the father, householder, etc., must make this return.

Signature of **Dorothea Bender, M.D.**  
PHYSICIAN, MIDWIFE, FATHER OR INFORMANT  
(Cross out words which do not apply)

Date **1940**

Address **2215 Glenwood Ave.**

Given name added from a supplemental report **\*4-17-40**

**F. E. Harrington**

**REGISTRAR**

Date Received **1940**

*Mother*

# **EXHIBIT C**

316

APPLICATION FOR MARRIAGE LICENSE

By Simon Frank to wed Anne Resnick

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 Resnick 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. N. Sheple  
Deputy Clerk of District Court.

APPLICATION FOR MARRIAGE LICENSE

By John E. Nelson to wed Alvian Howard

STATE OF MINNESOTA } ss.  
County of Ramsey

John E. 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  
Alvian 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 E. Nelson

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

C. N. Sheple  
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

294

# Marriage License and Certificate

State of Minnesota }  
District Court for the County of Ramsey }

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 I. Nelson of the County of Ramsey, Minnesota and State of Minnesota, and Urean 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  
249-61

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the District Court at St. Paul, this 1st day of October 1938.

N. C. ROBINSON, Clerk

By E. M. Shaffer  
Deputy Clerk

State of Minnesota }  
County of Ramsey }

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 ..... 193.....

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. 198-294

# **EXHIBIT D**



2742705  
**MORTGAGE DEED**

MTC BOOK 2622 PAGE 119  
Loan No. 9240

\$ 3800.00

THIS INDENTURE, Made this twentieth day of March in the year of our Lord one thousand  
nine hundred and Eighty-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 rent, 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 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 accept 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, to hold.

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 payment 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 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 "mortgagors" is used in this instrument it is intended 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 in the Presence of

*E. H. Trow*  
*R. E. Tsch*

*John L. Nelson*  
*Vivian 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 Vivian 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 as their free act and deed.

*E. H. Trow*

My commission expires 19... Notary Public of Hennepin County, Minn.  
My Commission Expires Oct. 3, 1952

2742705

MORTGAGE DEED  
Mortgage Savings and Loan Association  
MAR 20 1952 No. 3732  
MAR 20 1952 MAR 20 52

Office of Registrar of Deeds  
County of Hennepin  
I hereby certify that the within deed was filed for record in this office on the 20 day of March, A. D. 1952 at 11 o'clock P. M., and is duly recorded in Book of Deeds  
DONALD C. BENNYHOFF  
Registrar of Deeds

BOOK IS LOAN #

839

# **EXHIBIT E**

For Filing See Doc. No. 3249846  
Book 2430 of Deeds, p. 57

For Power to Taxation See Doc. No. 3339669  
Book 31 of Powers, p. 34

3249846  
**MORTGAGE DEED**

MTG. BOOK 3203 PAGE 633

Loan No. 14374  
\$ 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 J. P. Jamlic Dep.

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 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, than 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 fires, 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 either remedy, 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.

State Deed Tax due hereon \$ 20.00

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 building 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 incurring said build- ing, 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 of 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, assess- ments; 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 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 the 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 instru- ment 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

*Leo H. Scherkenbach*  
*Gertrude Kenney*

*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 as 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. 14374

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 M., and was duly

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

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

*Edward B. Dennyhoff*  
Register of Deeds

*Richard J. ...*  
Deputy

No. 14374, Date AUG 31 1960

Registration Tax hereon \$ 2.85 paid

*Gertrude Kenney*  
County Treasurer

*J. P. ...*  
Deputy

Commissioned *J. ...*  
County Auditor

By *J. C. ...*  
Deputy

Box 16

Form 144 Rev. 8-53

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

# **EXHIBIT F**



# **EXHIBIT G**



Judgment--Diverce

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 Scheftel, 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. SMITH,  
Clerk of the District Court.By *[Signature]*

Deputy

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 Scheffel, 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.

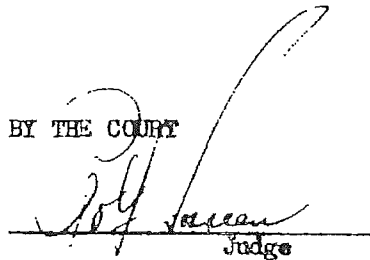
3. That the Plaintiff shall be entitled to all of the household goods, furniture, dishes and miscellaneous items belonging to the Plaintiff and now located at 3728- 5th Avenue South, Minneapolis, Minnesota.

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

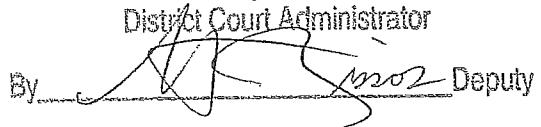
Dated: March 14 1957.

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

331-7-56-Form 2

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 Schoffel, 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,  
Clark of the District Court.

By *[Signature]* Deputy.

EXEMPT FROM STATE DEED TAX  
GEO. A. TOTTEN, 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

STATE DEED BY: 527037

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 316—Affidavit of Survivorship—Joint Tenancy or Remainderman and Certified Copy of Death.  
Department of Taxation, Form D of T. E. G. 1918, (November 1955)

Miller-Davis Co., Minneapolis  
MISC BOOK 869 PAGE 183

State of Minnesota, }  
County of Hennepin } ss. AFFIDAVIT OF SURVIVORSHIP—  
JOINT TENANCY OR REMAINDERMAN

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, 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-remainderman in the hereinafter described property in which the following named person(s) is ~~the~~ surviving joint tenant or remainderman.

That said decedent at and prior to death was the owner of an interest as joint tenant-remainderman in the hereinafter described property in which the following named person(s) is ~~the~~ 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-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 Register 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 Register 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. 408(a)

Miller/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. 408(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. 524.3-10B), 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*  
 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

*[Signature]*  
 Applicant

*9/17/01* Date

Prince Rogers Nelson

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

SB1622.07/011005:081b

## Attorney Inquiry

Attorney ID #: 000283307

/ (Last, First Middle, Gen)

BRANSFORD, TRACI VERNITA  
Prac 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



Minnesota Continuing Legal Education © 1994

Minn. Stat. 524.3-308

MCLEP-113

STATE OF MINNESOTA

COUNTY OF Carver

FILED *AM*

OCT 05 2001

First

DISTRICT COURT  
PROBATE DIVISION  
JUDICIAL DISTRICT

CARVER COUNTY COURTS

Court File No. PO-01-1660

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:

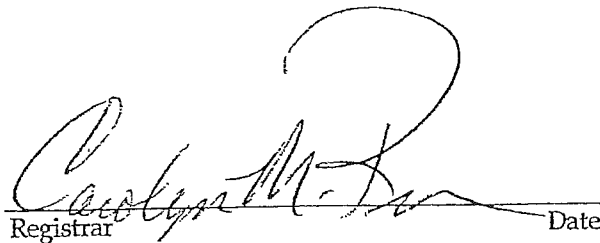
11. All persons identified as heirs under Minnesota law have survived the Decedent by at least 120 hours.

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.

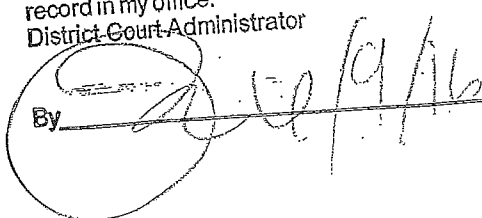
  
 \_\_\_\_\_  
 Registrar Date

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

Court File No. \_\_\_\_\_



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**



16 '02 14:23 FR R.K.M. & C. L.L.P.

612 TO 526450450

P.02/02

**ADCS** 2001 INVENTORY P-610+  
Minn. Stat. 524.3-1001

Content created and owned by Minnesota Continuing Legal Education  
Miller/Devils Co., St. Paul, MN 651-642-1888

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
- Norine 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

WISLEY PARK ENTERPRISES;

19524743205;

OCT-18-02 1:20PM;

PAGE 4/4

2002 18:06 FAX 952646045

BIES

W 004



INVENTORY P-810+  
Minn. Stat. 52A.3-1001

Content created and owned by Minnesota Continuing Legal Education  
Miller/Davis Co., St. Paul, MN 651-842-1888

Court File No. P0-01-1660

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 Igbanugo Engen & Saffold  
Jessica Hughes (#0247352)  
3601 W. 76th Street, Suite 250  
Minneapolis, MN 55435  
(952) 646-0439 fax-(952) 646-0430

RECEIVED

OCT 28 2002

*RL*

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**



**MAIACS** 2001 - INVENTORY P-614  
Minn. Stat. 524.3-1001; 524.3-1002

Content created and owned by Minnesota Continuing Legal Education  
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. P0-01-1660

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 \_\_\_\_\_  
Prince 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 Dorna 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) Chanhassen, 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

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

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-814  
Minn. Stat. 524.3-1001; 524.3-1002

Content created and owned by Minnesota Continuing Legal Education  
Miller/Davis Co., St. Paul, MN 651-842-1988

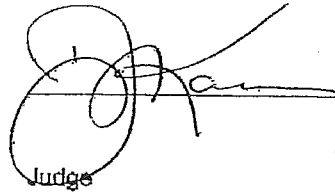
Court File No. P0-01-1660

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 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 [Signature] Deputy

# **EXHIBIT M**

4/25/2016 1:14 PM Scanned by Carver County

STATE OF MINNESOTA

**FILED** *dm*

DISTRICT COURT

COUNTY OF CARVER

OCT 19 2001

PROBATE DIVISION  
FIRST JUDICIAL DISTRICT~~CARVER COUNTY COURTS~~

Court File No.: PO-01-1660

In Re:

Estate of John Louis Nelson,  
DecedentAFFIDAVIT OF LORNA NELSONSTATE OF MINNESOTA)  
) ss.  
COUNTY OF HENNEPIN)

Lorna Nelson, being first duly sworn on oath, deposes and states as follows:

1. That Decedent John Louis Nelson was my father. I am 58 years old, and my mother's name was Vivian Howard Nelson who passed away in 1973. My father and Vivian Nelson had four children - me, Sharon Blakley who is 61 years old, Norrine Nolen who is 60 years old, and John Rogers Nelson who is 57 years old. Sharon lives in New York, John lives in Kansas City, I live in Minneapolis, and Norrine lives in Brooklyn Park, Minnesota.

2. That my father's second wife was Mattie Nelson (f/k/a Mattie Shaw) who had two children - Prince Rogers Nelson (hereafter referred to as Prince) and Tyka Nelson.

3. That at the time of his death, I believe I was closer to my father than any of my other siblings.

4. That I have read the memorandum of law for this motion with my attorney, and the information that is contained in same which is attributed to my personal knowledge is in fact true and accurate to the best of my personal recollection.

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.

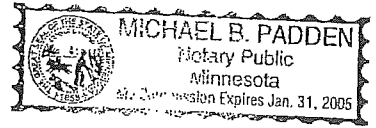
FURTHER YOUR AFFIANT SAITH NOT.



*Lorna Nelson*  
Lorna Nelson

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

*Michael B. Padden*  
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

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 Final Account and this Petition~~
5. ~~Allowing the Final Account~~
6. ~~Approving the settlement of the Estate~~  
 ~~directly to the persons entitled to the Estate~~  
 or  
 ~~directly to 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~~

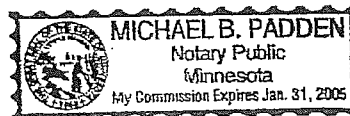
Ms. Tyka Nelson

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

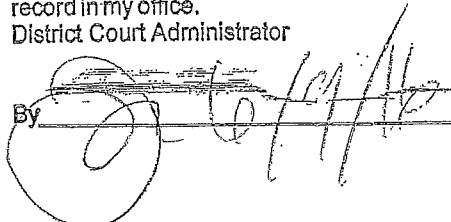


Name and Mailing Address	Relationship	Birthdate
Herman Nelson	Brother	
Earl E. Nelson	Brother	
Turner Nelson	Brother	
Bernice Martin	Sister	
Maxine Smith	Sister	
Charlene Ikins	Sister	



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

**MDOCS** INVENTORY P-606 Content created and owned by Minnesota Continuing Legal Education  
Minn. Stat. 524.3-906; 524.3-1001; 524.3-1002; 524.3-1003 Miller/Davis Co., St. Paul, MN 651-842-1988

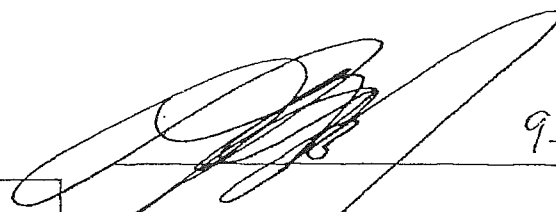
STATE OF MINNESOTA DISTRICT COURT  
COUNTY OF CARVER PROBATE DIVISION  
FIRST JUDICIAL DISTRICT  
ESTATE OF John Louis Nelson Court File No. PQ-01-1660  
CONSENT TO FINAL ACCOUNT,  
DISTRIBUTION OF ESTATE AND WAIVER OF  
NOTICE AND HEARING  
DECEDENT

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
  - 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  9-20-02

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

Prince Rogers Nelson Date

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

6



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

Content created and owned 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, 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 Engen & 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**<sup>2001</sup>

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 A. Nelson Sept 20, 2002

John Nelson

Date

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

**ADocs** 2001 - INVENTORY P-605  
Minn. Stat. 524.3-906; 524.3-1001; 524.3-1002; 524.3-1003

Content created and owned 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, 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 Igbanugo 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

**ADDOCS** 2001

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

Content created and owned 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, 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

002 14:14 FAX 9526460450

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

2002 14:14 FAX 9526460450

BIES

 005/008**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
----------------------------------	--	-------------

**FUNERAL EXPENSES**

None	\$0.00	
------	--------	--

TOTAL Funeral Expenses		\$0.00
------------------------	--	--------

**EXPENSES OF LAST ILLNESS**

None	\$0.00	
------	--------	--

TOTAL Expenses of Last Illness		\$0.00
--------------------------------	--	--------

**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
-------------	--	--	--------

**OTHER CLAIMS ALLOWED AND PAID**

Honeywell Retirement - Overpayment of pension	\$462.87	
---	----------	--

TOTAL Claims Paid		\$462.87
-------------------	--	----------



2002 14:14 FAX 9526460450

BIES

006/008

**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 \$0.00**Noreen Nolan:**Cash \$82,266.60  
Household Contents \$0.00**Sharon Blakely:**Cash \$82,266.60  
Household Contents \$0.00**Lorna 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	

2002 14:14 FAX 9526460450

BIES

007/008

Less: Liens on Personal Property  
Other:

(\$0.00)  
(\$0.00)

TOTAL Personal Property

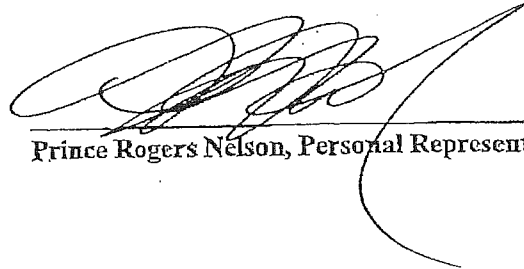
\$48,480.28

**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.

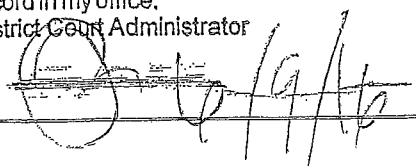
Dated: 9/20/02



Prince Rogers Nelson, Personal Representative

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

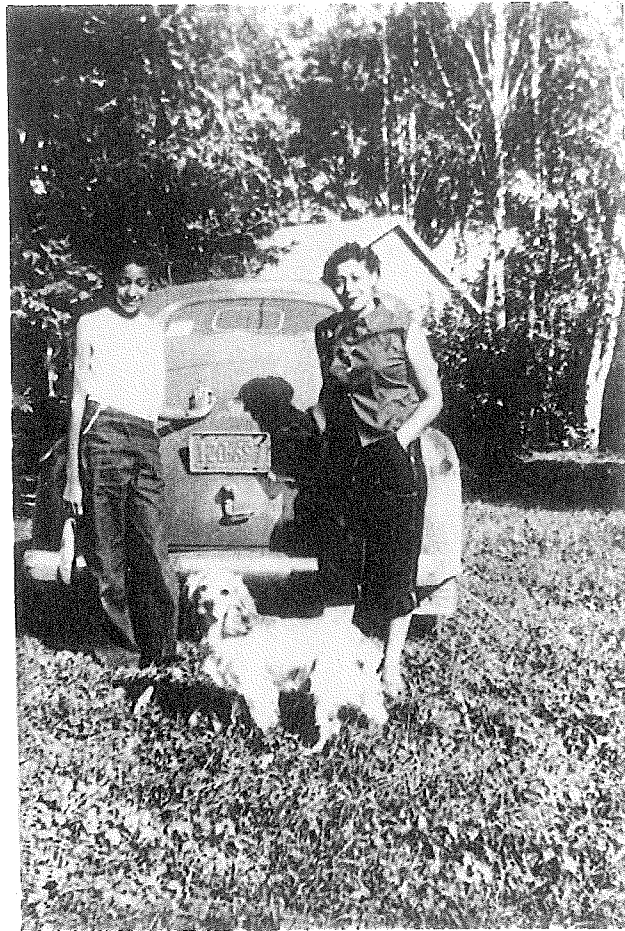
STATE OF MINNESOTA, COUNTY OF HENNEPIN  
I hereby certify this 10 page document to be a  
true and correct copy of the original on file and of  
record in my office.  
District Court Administrator

By  Deputy

# EXHIBIT O



# EXHIBIT P



STATE OF MINNESOTA  
COUNTY OF CARVER

DISTRICT COURT  
PROBATE DIVISION  
FIRST JUDICIAL DISTRICT

Court File No. 10-PR-16-46

In Re the Estate of:

Prince Rogers Nelson,  
Decedent.

**AFFIDAVIT OF  
JOSEPH D. CAMP, JR.**

STATE OF MINNESOTA )  
) ss.  
COUNTY OF STEARNS )

Joseph Daniel Camp, Jr., being first duly sworn, under oath, and states that the following information is within his personal knowledge and belief:

1. I am 73 years old. I currently reside at 4360 Brookside Court, #216, Edina, MN, 55436. I have been a Minnesota resident my entire life.
2. I am a retired Director of Technologies, American Express Financial Advisors.
3. I am one of the two oldest living first cousins to Sharon Nelson, Norrine Nelson, and John Nelson. My late mother is Juanita Mae Camp; her maiden name was Howard. My mother was the younger sister of Vivian Nelson (Howard). My late father is Joseph Daniel Camp, Sr.
4. Because my mother and Vivian Nelson were sisters, and we all lived in the Twin Cities, my family was very close to the Nelson family.
5. For most of my childhood, I lived with my father and mother in St. Paul and Minneapolis, Minnesota. The Nelson family lived in Minneapolis, Minnesota.
6. Throughout my childhood, and specifically from 1948 through 1956, I have many vivid and wonderful memories spending time with the Nelson family, which consisted of John L. Nelson, father, Vivian Nelson, mother, and their children

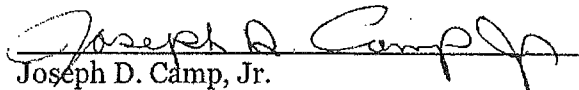


(my cousins): Lorna, Sharon, Norrine, and John Jr. I called John L. Nelson "Uncle Johnny" and Vivian Nelson "Aunt Vivian." Of course, Lorna, Sharon, Norrine and John Jr. would call Uncle Johnny "dad" or "father," and Aunt Vivian "mom" or "mother." I was particularly close to my cousins because I was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

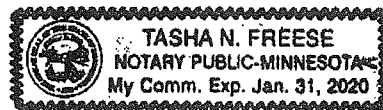
10. I have at least one photograph taken from my 5<sup>th</sup> year birthday party, which was at the Sterling Club, located on Rondo and Dale Street in St. Paul. John Jr. and Lorna, my Nelson cousins, are depicted in the photograph with me.
11. Our families also went to church together at a church on 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 Sharon Louise Nelson**

Dear Mr. Gislason:

Thank you for submitting the Affidavit of Heirship of Sharon Louise 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>2</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 she was born during the marriage of John and Vivian Nelson. An irrebuttable presumption exists that she is John's daughter. As such, it is the Special Administrator's determination that Sharon Louise Nelson is Decedent's half-sibling as a

---

<sup>2</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

matter of law, and that no genetic testing need take place to establish her 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". The signature is fluid and cursive, with a long, sweeping tail that extends downwards and to the right.

David R. Crosby

DRC:mp