



Leech Lake Band of Ojibwe

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LEECH LAKE BAND OF OJIBWE

ORDINANCE NO. 03-02

REAL ESTATE MORTGAGES AND FORECLOSURE

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SECTION I GENERAL PROVISIONS

- A. Pledge of allotted lands as collateral.
- B. Relinquishment of title to residence.
- C. Minnesota Chippewa Tribal Housing Corporation contracts; validity of mortgages.
- D. Construction.
- E. Presumption of identity.
- F. Holder of junior mortgage may pay default in prior mortgage.
- G. Reinstatement of mortgage.
- H. Purchaser at foreclosure, execution or judicial sale may pay taxes, assessments, insurance premiums or interest.
- I. Attorney's fees.

A. Pledge of allotted lands as collateral

- i. Any enrolled member of the Leech Lake Band of Ojibwe Indians who shall be an allottee or successor in interest of lands held in trust by the United States of America, which said lands are located within the jurisdiction of the Leech Lake Band of Ojibwe Indians shall not be required to pledge the entire acreage of the allotment as collateral to obtain financial assistance for the construction or renovation of any residential or commercial dwelling located on said allotment from any mortgage creditor of financial institution.

- ii. Notwithstanding the provisions of (i), any pledge of an allotment as collateral for the construction or renovation of any residential dwelling shall not exceed two acres of the total allotment when the total exceeds two acres of land.
- iii. The provisions of this section shall apply to all allotments held by an enrolled member or successor in interest of the Leech Lake Band of Ojibwe Indians in trust by the United States of America. Any such pledge of an entire acreage of an allotment to secure credit for the construction or renovation of any residential dwelling shall be of no force and effect in the event such pledge exceeds the standard amount of acreage granted by the government of the Leech Lake Band of Ojibwe Indians for the construction or renovation of residential dwelling on trust lands by the individual members of the Band.

B. Relinquishment of title to residence

Any person who shall enter into a contractual arrangement for the provision of a residence on lands under the jurisdiction of the Leech Lake Band of Ojibwe Indians who shall become delinquent in their housing payments for more than two months shall have no authority to relinquish title to their residence in favor of any creditor by entering into any rental option agreement without first having his mortgage foreclosed pursuant to this Code.

The redemption period found in this Code shall be utilized for an opportunity for the home-buyer to recover his residence lost to foreclosure. Any holder of said title to a foreclosed mortgage shall show cause as to why said home-buyer should not have first option to redeem through a six month rent with option to buy contract. Any rents collected pursuant to said agreement shall be utilized to apply to any original principal and interest balance, with attorney fees awarded by the Court, provided the original home-buyer is granted a rent with option to buy contract. In such an event, home-repairs shall be the responsibility of the person who possessed title to the house prior to foreclosure action.

C. Minnesota Chippewa Tribal Housing Corporation contracts; validity of mortgages

Any person who shall enter into a contractual agreement with the Minnesota Chippewa Tribal Housing Corporation for the provisions of a residence to which a mortgage was issued within the previous 25 years, it is hereby declared by the Band that all such mortgage documents shall be deemed valid mortgages by the Leech Lake Band of Ojibwe, but subject to provisions found in this section.

D. Construction

This Code section shall be liberally construed for the purpose of ascertaining marketability

of title as between vendor and purchaser.

E. Presumption of identity

The presumption of identity arising from identity or substantial identity of names of a grantee and of a succeeding grantor in a chain of title, shall extend to those cases where in one instrument the party is designated by initials which correspond with the name appearing in another instrument with the exception of the use of Indian names.

F. Holder of junior mortgage may pay default in prior mortgages

Any person who has a mortgage lien upon any land against which there exists a prior mortgage may pay any taxes or assessments on which any penalty would otherwise accrue, and may pay the premium upon any policy of insurance procured in renewal of any expiring policy upon mortgaged premises, and may in case any interest upon any prior or superior lien is in default, or any part of the principal shall become due, or amortized installment which may be in default upon any such prior lien, pay the same, and all such sums so paid shall become due upon such payment and be a part of the debt secured by such junior mortgage, shall bear interest from the date of payment at the same rate as the indebtedness secured by such prior lien, and shall be collectible with, as a part of, and in the same manner as the amount secured by such junior mortgage. Such payments shall be proved by the affidavit of the junior mortgagee, his agent or attorney, stating the items and describing the premises, and a copy must be filed for record with the Clerk of Court.

G. Reinstatement of mortgage

In any proceedings for the foreclosure of a real estate mortgage, whether by action or by advertisement, if at any time before the sale of the premises under such foreclosure the mortgagor, the owner, or any holder of any subsequent encumbrance or lien, or any one of them, shall pay or cause to be paid to the holder of the mortgage so being foreclosed, or to the attorney foreclosing the same, or to the chief law enforcement officer, the amount actually due thereon and constituting the default actually existing in the conditions of the mortgage at the time of the commencement of the foreclosure proceedings, including insurance, delinquent taxes, if any, upon the premises, interest to date of payment, cost of publication and services of processes or notices, attorney's fees not exceeding two hundred fifty dollars, the subsequent fee scale, together with other lawful disbursements necessarily incurred in connection with the proceedings by the party foreclosing, then and in the event the mortgage shall be fully reinstated and further proceedings in such foreclosure shall be thereupon abandoned.

H. Purchaser at foreclosure, execution, or judicial sale may pay taxes, assessments, insurance premiums or interest

The purchaser at any sale, upon foreclosure of mortgage or execution or at any judicial sale during the year of redemption, may in case any interest or installment of principal upon any prior or superior mortgage is in default or shall become due during such year of redemption, pay the same, and in all such cases, the sum so paid with interest, shall be a part of the sum required to be paid to redeem from such sale. Such payments shall be proved by the affidavit of the purchaser, his agent or attorney, stating the items and describing the premises, which must be filed for record with the Clerk of Court and a copy thereof shall be furnished to the chief law enforcement officer at least ten days before the expiration of the year of redemption.

I. Attorney's fees.

- i. The mortgagor may, in the mortgage, covenant to pay or authorize the mortgagee to retain attorney's fees in case of foreclosure; but such fees in case of foreclosure by advertisement shall not exceed the following amounts, and any provisions for fees in excess thereof, shall be void to the extent of the excess:

The original principal amount secured by the mortgage:

less than \$500.00	\$150.00
\$550.00 - \$1,000.00	\$160.00
\$1,000.00 - \$5,000.00	\$170.00
\$5,000.00 - \$10,000.00	\$225.00
Exceeding \$10,000.00	\$275.00 plus \$35 for each additional \$5,000.00 or major fraction thereof.

- ii. The Court shall establish the amount of the attorney's fees in case of foreclosure by action. If at the time of the commencement of the foreclosure proceedings, all of the items, constituting said default were less than thirty days past due, then upon redemption the mortgagor shall not be required to pay the attorney's fees authorized in this section. This section shall apply only to mortgages executed after May 31, 1971.

**SECTION II
FORECLOSURE BY ACTION**

- A. Rules governing foreclosure actions.
- B. Foreclosure for installment; dismissal, stay.
- C. Judgment.

- D. Strict foreclosure.
- E. Purchase by mortgagee.
- F. Surplus.
- G. Report, confirmation, resale.
- H. Satisfaction of judgment, execution for deficiency.
- I. Redemption by mortgagor or creditor.
- J. Delivery of possession.

A. Rules governing foreclosure actions

Actions for the foreclosure of mortgages on any residential property and land, shall be governed by the same rules and regulations of the Leech Lake Band of Ojibwe and the Judicial Code for civil action, except as in this subchapter otherwise provides.

B. Foreclosure for installment; dismissal, stay

When an action is brought for the foreclosure of the mortgage on which there is due any interest, or any portion of the principal and there are other portions to become due subsequently the action shall be dismissed, upon the defendant bringing into Court, at any time before the judgment of sale, the principal and interest due, with costs. If, after such judgment of sale, the defendant brings into Court the principal and interest due, with costs, the action shall be stayed; but the Court shall enter judgment of foreclosure and sale, to be enforced by a further order upon a subsequent default in the payment of any portion of the principal or of interest thereafter to become due.

C. Judgment

Judgment shall be entered, under the direction of the Court, adjudging the amount due, with costs and disbursements, and the sale of the mortgaged premises, or some part thereof, to satisfy such amount, and directing the Chief Law Enforcement Officer to proceed to sell the same according to the provisions of law relating to the sale of real estate on execution, and to make report to the Court. A certified transcript of the judgment shall be delivered to the Chief Law Enforcement Officer and shall be his authority for making a sale.

D. Strict foreclosure

Judgment for the strict foreclosure of a mortgage may be given when such remedy is just or appropriate, but in such case no final decree or foreclosure shall be rendered until the lapse of one year after the judgment adjudging the amount due on such mortgage.

E. Purchase by mortgagee

The mortgagee, or anyone claiming under him, may fairly and in good faith bid off the premises at such sale; and in such case the statement of such fact in the report of sale shall have the same effect as a receipt for money paid upon a sale for cash.

F. Surplus

When the sale is for cash, if after satisfying the mortgage debt, with costs and expenses, there is a surplus, it shall be brought into Court for the benefit of the mortgagor or the person entitled thereto, subject to the order of the Court. If such surplus remains in Court for three months without being applied for, the Judge may direct it to be put out at interest, subject to the order of the Court, for the benefit of the person entitled thereto, to be paid to them upon order of the Court.

G. Report, confirmation, sale

Upon the coming in of the report of sale, the Court shall grant an order confirming the sale, or if it appears upon due examination that justice has not been done, it may order a resale on such terms as are just. If the sale is confirmed, the Chief Law Enforcement Officer shall forthwith execute the proper certificate of sale, which shall be recorded within thirty days after such confirmation.

H. Satisfaction of judgment, execution for deficiency

Upon confirmation of the report of sale, the Clerk shall enter satisfaction of the judgment to the extent of the sum bid for the premises, less expenses and costs, and for any balance of such judgment, execution may issue as in other cases; but no such execution shall issue on the judgment until after a sale of the mortgaged premises, and the application of the amount realized as aforesaid.

I. Redemption by mortgagor or creditor

The mortgagor, or those claiming under him, within the time specified in this code, after the date of the order of confirmation, may redeem the premises sold, or any separate portion thereof, by paying the amount bid therefore, with interest thereon from the time of sale at the rate provided to be paid on the mortgage debt, not to exceed four percent per annum, and, if no rate to be provided in the mortgage, at the rate of four percent, together with any further sum which may be payable pursuant to this Code. Creditors having a lien may redeem in the order and manner specified in this Code but no creditor shall be entitled to redeem unless within such specified redemption period he files with the Clerk notice of his intent to redeem.

J. Delivery of possession

When possession of a residence is wrongfully withheld after expiration of the time of redemption, the Court may compel delivery of possession to the party entitled thereto by order, directing the Chief Law Enforcement Officer to effect such delivery, after hearing to show cause on the merits.

**SECTION III
FORECLOSURE BY ADVERTISEMENT**

- A. Requisites for foreclosure.
- B. Notice of sale, service on occupant.
- C. Requisites of notice.
- D. Attorney to foreclose, record of power.
- E. Sale, how and by whom made.
- F. Postponement.
- G. Separate tracts.
- H. Foreclosure for installments; sales; disposition of proceeds; redemption.
- I. Statement of unpaid amount.
- J. Surplus.
- K. Mortgagee or assignees may purchase.
- L. Certificate of sale.
- M. Premises in more than one county; record.
- N. Execution after expiration of term.
- O. Perpetuating evidence of sale.
- P. Entry in record.
- Q. Affidavit of costs.
- R. Action to set aside for certain defects.
- S. Action to set aside sale: limitation.
- T. Interest of purchaser; attachment or judgment.
- U. Redemption by mortgagor.
- V. Redemption by creditor.
- W. Redemption: how made.
- X. Certificate of redemption.
- Y. Effect of redemption.
- Z. Foreclosure pending action to set aside mortgage; redemption.

A. Requisites for foreclosure

To entitle any party to make such foreclosure, it is requisite: that some default in a condition of such mortgage has occurred, by which the power to sell has become operative. That no such action or proceeding has been instituted by law to recover the

debt then remaining secured by such mortgage, or any part thereof, or if the action or proceeding has been instituted, that the same has been discontinued, or that an execution upon the judgment rendered therein has been returned unsatisfied, in whole or in part. That the mortgage has been recorded, and if it has been assigned, that all assignments thereof have been recorded; provided, that if the mortgage is upon registered land, it shall be sufficient if the mortgage and all assignments thereof have been duly registered.

B. Notice of sale, service on occupant

Six weeks published notice shall be given that such mortgage will be foreclosed by sale of the mortgaged premises or some part thereof, and at least four weeks before the appointed time of sale a copy of such notice shall be served in a like manner as a summons in a civil action in the Leech Lake Band of Ojibwe Judicial Code upon the person in possession of the mortgaged premises, if the same are actually occupied. If there be a building on such premises used by a church or religious corporation, for its usual meetings, service upon any officer or trustee of such corporation shall be a sufficient service upon it.

C. Requisites of notice

Each notice shall specify: the name of the mortgagor and of the mortgagee and of the assignee of the mortgage, if any, and the original principal amount secured by said mortgage. The date of the mortgage and when and where recorded, except where the mortgage is upon registered land, in which case the notice shall state that fact, and when and where registered. The amount claimed to be due thereon, and taxes, if any paid by the mortgagee at the date of the notice. A description of the mortgaged premises, conforming substantially to that contained in the mortgage. The time and place of sale and the time allowed by law for redemption by the mortgagor, his personal representative or assigns.

D. Attorney to foreclose: record of power

When an attorney at law is employed to conduct such foreclosure, his authority shall appear by power of attorney executed and acknowledged by the mortgagee or assignee of the mortgage in the same manner as a conveyance, and recorded prior to the sale in the county where the foreclosure proceedings are held. If such attorney be employed on behalf of such mortgagee or assignee by an attorney in fact, his authority shall likewise be evidenced by recorded power.

E. Sale, how and by whom made

The sale shall be made by the Chief Law Enforcement Officer at public venue to the highest bidder, in the district in which the premises to be sold, or some part thereof, are situated, between nine o'clock a.m. and the setting of the sun.

F. Postponement

Such sale may be postponed from time to time, by inserting a notice of such postponement as soon as practicable, in the newspaper in which the original advertisement was published, and continuing such publication until the time to which the sale is postponed at the expense of the party requesting the same.

G. Separate tracts

If the mortgaged premises consists of separate and parcels or tracts, they shall be sold separately, and no more parcels or tracts shall be sold than are necessary to satisfy the amount due on such mortgage at the date of notice of such sale, with interest, taxes paid, and costs of sale.

H. Foreclosure for installments; sales; disposition of proceeds; redemption

Where a mortgage is given to secure the payment of money by installments, each installment, either for principal or interest or both, as is due at any time, may be taken and deemed to be a separate and independent mortgage, and such mortgage for each such installment may be foreclosed by advertisement or by action, in the manner and with the effect as if a separate mortgage were given for each of such installments, and such foreclosure may be made and sale had subject to the installment yet to become due upon the mortgage; and a redemption from any such sale shall have the like effect as if the sale for such installment had been made upon an independent subsequent mortgage; provided in such cases the attorney's fees on the foreclosure so made shall not exceed the amount permitted by law in case of a mortgage securing the amount of the debt then due on such foreclosure. The proceeds of the sale shall be applied first in payment of the costs of the foreclosure sale, and of the installment due with interest thereon, taxes and insurance premiums paid, if any, and then towards the payment of the residue of the sum secured by such mortgage, and not due and payable at the time of such sale; and, if such residue does not beat interest, such application shall be made with rebate of the legal interest for the time during which the residue shall not be due and payable; and the surplus, if any, shall be paid to the subsequent lienor, if any, in the order of their priority, and then to the owner of the equity of redemption, his legal representative or assigns. In case of redemption from any sale herein authorized, at the option of the redemptioner, the whole amount remaining unpaid on the mortgage, with interest and other items, if any, which

have become part of the amount secured by the lien of the mortgage, may be included in the amount paid on redemption, and in such event, the redemption so made shall have like effect as if the foreclosure sale had been made for the entire amount secured by the mortgage, including such additional items.

I. Statement of unpaid amount

Before any sale herein is authorized, the holder of the mortgage shall file with the Chief Law Enforcement Officer a verified itemized statement in writing showing the entire amount remaining unpaid on the mortgage, including taxes and insurance premiums paid and other items which have become part of the amount secured, and the rate of interest to accrue on same, which statement shall be subject to public inspection and shall be read by the Chief Law Enforcement Officer at the sale, immediately after reading the notice of sale.

The certificate of sale shall set forth correctly, in addition to the amount of sale, the remaining amount still unpaid on and secured by the mortgage, subject to which the sale is made and the rate of interest to accrue on same. If during the time to redeem from the sale, any additional or other item, other than interest at the rate so stated in the certificate shall attach to such amount subject to which the sale was made, or any change shall occur in such amount or the rate of interest thereon, the facts with respect thereto, shall be set forth by affidavit, made and filed of record, and copy furnished the Chief Law Enforcement Officer, in accordance with the provisions of this section and the provisions of that section shall apply thereto.

J. Surplus

In all cases not provided for above, if after sale of any real estate, made as herein prescribed, there remains in the hands of the officer making the sale any surplus money, after satisfying the mortgage, with interest, taxes paid, and costs of sale, the surplus shall be paid over by such officer on demand, to the mortgagor, his legal representative or assigns.

K. Mortgagee or assignees may purchase

The mortgagee, his assignees or his or their legal representatives, may fairly and in good faith purchase the premises so advertised, or any part thereof, at such sale.

L. Certificate of sale

- i. When any sale of real property is made under a power of sale contained in any mortgage, the officer shall make and deliver to the purchaser a certificate, executed in the same manner as a conveyance, containing:
 - a. A description of the mortgage,

- b. A description of the property sold,
 - c. The price paid for each parcel sold,
 - d. The time and place of sale,
 - e. The name of the purchaser, and
 - f. The time allowed by law for redemption.
- ii. The certificate shall be recorded within twenty days after such sale, and when so recorded, upon expiration of the time for redemption, shall operate as a conveyance to the purchaser or his assignee of all the right, title and interest of the mortgagor in and to the premises named therein at the date of such mortgage, without any other conveyance.

M. Premises in more than one county; record

If any mortgage covering real estate in more than one county be foreclosed by proceedings had in one county, and the mortgage debt be thereby paid, in whole or in part, there may be recorded by the Clerk of Court of the other county a certificate of sale and other foreclosure proceedings of record in the county in which the foreclosure proceedings were had.

N. Execution after expiration of term

Where the terms of office, of the law enforcement officer who made the sale expires within twenty days thereafter, and before he has executed the certificate required by law, he may execute and acknowledge the same in like manner and with like effect as if his term had not expired.

O. Perpetuating evidence of sale

Any party desiring to perpetuate the evidence of any sale made in pursuance of this section may procure:

- i. An affidavit of the publication of the notice of sale and of any notice of postponement to be made by the printer of the newspaper in which the same was inserted or by some person in his employ knowing the facts.
- ii. An affidavit of return of service of such notice upon the occupant of the mortgaged premises to be made by the officer or person making such service, or in the case the premises were vacated or unoccupied at the time the service must be made, an affidavit or return showing that fact, to be made by the officer or person attempting to make such service.

- iii. An affidavit of the person foreclosing the mortgage, or his attorney, or someone knowing the facts, setting forth the facts relating to the military service status of the owner of the mortgaged premises at the time of sale.

P. Entry in record

A note referring to the page and book where the evidence of any such sale is recorded shall be made by the recorder in the margin of the record of the mortgage.

Q. Affidavit of costs

Within ten days after the filing for record of the certificate of sale, the party foreclosing or their attorney shall make and file for record with the Clerk of Court an affidavit containing a detailed bill of costs and disbursements of the foreclosure, including attorney's fees, and setting forth that the same have been absolutely and unconditionally paid or incurred.

R. Action to set aside for certain defects

No such sale shall be held invalid or be set aside by reason of any defect in the notice thereof, or in the publication or service of such notice, or in the proceedings of the officer making the sale, unless the action in which the validity of such sale is called in question be commenced, or the defense alleging its invalidity be interposed, with reasonable diligence, and not later than five years after the date of such sale; provided that persons under disability to sue when such sale was made by reason of being minors, insane persons, and other like individuals who lack capacity, or persons in captivity of any country with which the United States is at war, may commence such action or interpose such defense at any time within five years after the removal of such disability.

S. Action to set aside sale: limitation

No such sale shall be held invalid or set aside unless the action in which its validity is called in question be commenced, or the defense alleging its invalidity be interposed, within fifteen years after the date of such sale; provided that persons under disability, as provided in (T), may commence such action or interpose such defense within the time therein provided. This section shall not affect or prejudice the rights of any bona fide purchaser.

T. Interest of purchaser; attachment or judgment

The interest acquired upon such sale is subject to the lien of any attachment or judgment duly made or docketed against the person holding the same, as in case of real property, and may be attached and sold on execution in the same manner.

U. Redemption by mortgagor

- i. When residences and/or fee land have been sold in conformity with the preceding sections the mortgagor, their personal representatives or assigns, within six months after such sale, except as otherwise provided in (*subsection b*), may redeem such residence and/or fee land hereinafter provided, by paying the sum of money for which the same were sold, with interest from the time of sale at the rate provided to be paid on the mortgage debt, not to exceed four percent per annum, and if no rate be provided in the mortgage, at the rate of four percent per annum, together with any further sums which may be payable pursuant to this section. Where the redemption period is as provided in this section, the mortgagee, or their successors, assigns or personal representative or any other purchaser so purchasing at the Chief Law Enforcement Officer's sale shall by purchasing the property at the officer's sale thereby waive his right to a deficiency judgment against the mortgagor.

- ii. Notwithstanding the provisions of (*subsection i*), when residences have been sold in conformity with the preceding sections of this chapter, the mortgagor, their personal representatives or assigns, within 12 months after such sale may redeem such residence in accordance with the provisions of payment of (*subsection i*), if the mortgage was executed prior to July 1, 1967, or the amount claimed to be due and owing as of the date of the notice of foreclosure sale is less than 66_ percent of the original principal amount secured by the mortgage or the mortgaged premises, as of the date of the execution of the mortgage.

V. Redemption by creditor

If no such redemption be made by the mortgagor, his personal representatives or assigns, the senior creditor having a lien, legal or equitable, upon the mortgaged premises, or some part subsequent to the mortgage, may redeem within five days after the expiration of the redemption period specified above and each subsequent creditor having alien in succession, according to priority of liens, within five days after the time allowed the prior lien holder, respectively, may redeem by paying the amount aforesaid and all liens prior to his own held by the person from whom redemption is made; provided that no creditor shall be entitled to redeem unless the period allowed for redemption he file for record notice of his intention to redeem with the Clerk of Court, of each district where the mortgage is recorded.

W. Redemption: how made

- i. Redemption shall be made as follows: the person desiring to redeem shall pay to the person holding the right acquired under such sale, or for him to the Chief Law Enforcement Officer, who made the sale, or his successor in office, the amount required by law for such redemption, and shall produce to such person or officer:
 - a) A copy of the docket of the judgment, or of the deed or mortgage, or of the record or files evidencing any other lien under which he claims a right to redeem, certified by the officer in whose custody such docket, record or files shall be, or the original deed or mortgage, with the certificate of record enforced thereon.
 - b) Any assignment necessary to establish his claim, verified by the affidavit of himself or a subscribing witness thereto, or some person acquainted with the signature of the assignor. If the redemption is under an assignment of a judgment, the assignment shall be filed in the court rendering the judgment, as provided by law, and the person so redeeming shall produce a certified copy thereof, and of the record of its filing and the copy of the docket shall show that the proper entry was made upon the docket.
 - c) An affidavit of himself or his agent, showing the amount actually due on his lien.
- ii. Within twenty-four hours after such redemption is made, the person redeeming shall cause the documents so required to be produced to be filed with the Clerk of Court, who shall endorse thereon the date and hour of filing, and shall preserve the same in his office for one year thereafter, for which service he shall be entitled to receive \$1.00. If such redemption shall be made at any place other than the district-seat, it shall be sufficient forthwith to deposit such documents in the nearest post office, addressed to such recorder, with the postage prepaid.

X. Certificate of redemption

- i. The person or officer from whom such redemption is made shall make and deliver to the person redeeming a certificate executed and acknowledged in the same manner as a conveyance, containing:

- a) The name of the person redeeming, and the amount paid by him on such redemption.
 - b) A description of the sale for which such redemption is made and of the property redeemed.
 - c) A statement of the claim upon which such redemption is made and if upon a lien, the amount claimed to be due thereon at the date of redemption.
- ii. If redemption is made by the owner of the property sold, his heirs, personal representatives or assigns, such certificate shall be recorded within four days after the expiration of the year allowed him for redemption, and if made by a creditor holding a lien, the certificate shall be recorded within four days after such redemption. Unless so recorded, the certificate shall be void as against any person in good faith redeeming from the same person or lien.

Y. Effect of redemption

If redemption is made by the owner of the property sold, his heirs, personal representatives or assigns, such redemption annuls the sale; if by a creditor holding a lien on the property or some part thereof, the certificate of redemption, executed, acknowledged and recorded as provided above operates as an assignment to him of the right acquired under such sale, subject to such right of any other to redeem as provided by law.


Z. Foreclosure pending action to set aside mortgage; redemption

When an action is brought wherein it is claimed that any mortgage as to the plaintiff or person for whose benefit the action is brought is fraudulent or void, or has been paid or discharged, in whole or in part, if such mortgage has been foreclosed by advertisement, and the time for redemption from the foreclosure sale will expire before final judgment in such action, the plaintiff or beneficiary having the right to redeem, for the purpose of saving such right in case the action fails, may deposit with the Chief Law Enforcement Officer, before the time of redemption expires the amount for which the mortgaged premises were sold, with interest thereon to the time of deposit, together with a bond to the holder of the Chief Law Enforcement Officer's certificate of sale in an amount and with sureties to be approved by the Chief Law Enforcement Officer, conditioned to pay all interest that may accrue to be allowed on such deposit if the action fails. He shall, in writing, notify such law enforcement officer that he claims the mortgage to be fraudulent or void or to have been paid or discharged, in whole or in part, as the case may be, and that such action is pending, and direct him to retain such money and bond until final judgment.


In case such action fails, such deposit shall operate as a redemption of the premises from such foreclosure sale, and entitle the plaintiff to a certificate thereof. Such foreclosure deposit, bond and notice shall be brought to the attention of the court by supplemental complaint in the action and the judgment shall determine the validity of the foreclosure sale, and the rights of the parties to the monies and bond so deposited, which shall be paid and delivered by the sheriff as directed by such judgment upon delivery to him of a certified copy thereof. The remedy therein provided shall be in addition to other remedies now existing.

CERTIFICATION

WE, THE UNDERSIGNED, as Chairman and Secretary/Treasurer of the Leech Lake Tribal Council, do hereby certify that the Tribal Council of the Leech Lake Band of Ojibwe is composed of five members, of which 5 were present, constituting a quorum, at a **Regular Meeting** therefore, duly called, noticed and convened on this 17 day of June in the year of 2003 and that this **Ordinance** was duly adopted by a vote of 4 for, 0 against and 0 silent, at Cass Lake, Minnesota.



Peter D. White, Chairman
LEECH LAKE TRIBAL COUNCIL



Arthur LaRose, Secretary/Treasurer
LEECH LAKE TRIBAL COUNCIL