

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF SAINT LOUIS

SIXTH JUDICIAL DISTRICT

Case Type: Consumer Credit Contract

Velocity Investments, LLC,
Plaintiff,

vs.

**NOTICE OF INTENT TO APPLY FOR
DEFAULT JUDGMENT**

Defendant.

Velocity Investments, LLC has sued you to collect the following consumer debt that you originally owed to Cross River Bank:

Original Creditor: Cross River Bank
Last 4 digits of debtor's account number: ****8941
Amount Due: \$
Charge off Date: December 13, 2021

Velocity Investments, LLC, Plaintiff, served this lawsuit on you on June 25, 2023. Under Minnesota law, a lawsuit may be started against you even though it has not yet been filed in court and the court has no record of this lawsuit or this paperwork. You are in default because you did not serve a written Answer on time. Velocity Investments, LLC, Plaintiff, will ask the Court to enter a judgment against you without any further court proceedings, unless you mail a written Answer or written response contesting the debt within 14 days from the date below. A judgment is a court record that you must pay a certain amount of money.

Dated: October 20, 2023

Attorneys for Plaintiff
6681 Country Club Drive
Golden Valley, Minnesota 55427
Telephone:
Fax:

State of Minnesota
St. Louis County

Filed in District Court
State of Minnesota
Sep 7 2018 9:30 AM

District Court
Sixth District

Court File Number: [REDACTED]

DISCOVER BANK vs [REDACTED]

**Notice of Entry and Statement of Judgment
Judgment Roll**

JUDGMENT DEBTOR

DISCOVER BANK

JUDGMENT CREDITOR

The Summons and Complaint in this action, having been served on the Defendant(s), [REDACTED] and more than twenty days have elapsed and no copy of an answer or appearance to the complaint has been served upon Plaintiff's attorney as required by summons.

Now, on motion of DISCOVER BANK,

IT IS HEREBY ADJUDGED that the Plaintiff(s) recover of the Defendant(s), [REDACTED], the amount of \$ [REDACTED] said amount to include prejudgment interest and costs and disbursements.

NOTICE OF ENTRY OF JUDGMENT

You are notified that a Judgment in this cause was entered on September 07, 2018 in the office of the Court Administrator of the above court and was docketed on 09/07/2018 at 9:25 AM.

Dated: September 7, 2018

Amy Turnquist
Court Administrator

By: *Amalia Pecht*
By: Sep 7 2018 9:30 AM
Deputy Court Administrator
St. Louis County District Court
100 North 5th Avenue West
Duluth Minnesota 55802-1285
218-726-2460

[REDACTED]

CONSUMER CREDIT CONTRACT

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF SAINT LOUIS

SIXTH JUDICIAL DISTRICT

Discover Bank

Plaintiff,

vs.

[REDACTED]

Defendant(s).

ORDER

Court File No.

This matter, having come before the Court pursuant to Plaintiff's request for entry of Judgment by Default hereby orders as follows:

IT IS HEREBY ORDERED that Judgment shall be entered in favor of Plaintiff, Discover Bank and against Defendant(s) Daniel Levitt for the amount of \$[REDACTED], costs and disbursements of \$355.00, attorneys' fees of \$0.00, less payments of \$0.00, for a total judgment of \$[REDACTED] and with post-judgment costs and interest as applicable.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: _____

Judge of District Court

STATE OF MINNESOTA
COUNTY OF CROW WING

DISTRICT COURT
NINTH JUDICIAL DISTRICT
Case Type: Contract

First National Bank North,

Court File No.: [REDACTED]

Plaintiff,

vs.

**APPLICATION FOR
DEFAULT JUDGMENT**

[REDACTED],

Defendant.

COMES NOW the Plaintiff, by and through its attorney, [REDACTED], and as and for its cause of action hereby moves the Court to enter a default judgment in favor of the Plaintiff and against Defendant on the grounds that said Defendant has failed to make answer or appear in a timely manner, as more fully appears by the Affidavits of No Answer, Identification, and Non-Military Status on file herein, and the Findings of Fact, Conclusions of Law and Order for Judgment hereto attached.

Dated at Brainerd, Minnesota, this 6th day of March, 2024.

BREEN & PERSON, LTD.

By: [REDACTED]

[REDACTED]
Attorney for Plaintiff
124 N 6th Street, PO Box 472
Brainerd, MN 56401
Telephone (218) 828-1248

STATE OF MINNESOTA
COUNTY OF CROW WING

DISTRICT COURT
NINTH JUDICIAL DISTRICT
Case Type: Contract

First National Bank North,

Court File No.:

Plaintiff,

vs

**FINDINGS OF FACT,
CONCLUSIONS OF LAW,
ORDER FOR JUDGMENT, AND
JUDGMENT AND DECREE**

Defendant.

The above entitled matter having come before the undersigned, Honorable Judge Patricia A. Aanes, on the Application for default Judgment by attorney for the Plaintiff herein; and it appearing from all of the affidavits, files and proceedings herein that the Defendant, failed to answer or otherwise defend said action in the time allowed therefor by law, and upon the application of, Attorney for Plaintiff herein, the Court makes the following:

FINDINGS OF FACT

1. Plaintiff, First National Bank North, is a Minnesota corporation engaged in the business of personal and commercial banking. It maintains a principal place of business and headquarters at 35197 Co. Rd. 3, Crosslake, MN 56442.
2. Defendant is an individual who resides at, MN 55330.
3. The case is properly venued in Crow Wing County, Minnesota under Minn. Stat. §542.09.
4. On January 3, 2023, Defendant borrowed from Plaintiff \$ pursuant to a Promissory Note, a copy of which is attached hereto as **Exhibit A** and made a part hereafter.
5. This Promissory Note was secured by a Commercial Security Agreement against Defendant's specific debts, including but not limited to:

- [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]

All of which were perfected with the Secretary of State on January 3, 2023. Said Security Agreement and Certificates of Lien Perfection is attached hereto as **Exhibit B** and incorporated as if fully set forth herein.

6. Pursuant to the terms of the Promissory Note and Commercial Security Agreement, Defendant is in default for failure to pay their monthly installment of \$[REDACTED] for the months of September 2023, October 2023, November 2023, December 2023, January 2024, and pursuant to the acceleration clause of the Promissory Note currently owe \$[REDACTED].
7. Plaintiff has demanded possession of the property and the Defendant has refused to deliver the property to the Plaintiff.
8. Plaintiff has a security interest in the specific property and is entitled to immediate possession of the personal property itemized in the Commercial Security Agreement attached as **Exhibit B**.
9. The good faith approximation of the value described property in **Exhibit C** is \$[REDACTED].
10. Possession of said personal property is wrongfully detained by Defendant.
11. The Summons and Complaint in this action were personally served upon the Defendant on February 5, 2024.
12. The Summons and Complaint in this action were filed on March 4, 2024.
13. The deadline for the Defendant to have served an Answer to the Complaint was February 26, 2024.
14. Defendant is in default and Plaintiff is entitled to default judgment.

[REDACTED]

CONCLUSIONS OF LAW

1. Plaintiff is awarded possession of said personal property and/or the sum of \$ [REDACTED] plus interest accruing together with its costs in the amount of \$ [REDACTED] and attorney's fees in the amount of \$2,500.00
2. For a deficiency judgement against Defendant should the sale not occur or not bring an amount sufficient to satisfy the balance of the Promissory Note.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated at Brainerd, Minnesota, this ____ day of _____, 2024.

BY THE COURT:

Judge of the District Court

JUDGMENT AND DECREE

I hereby certify that the foregoing Conclusions of Law constitute the Judgment and Decree of this Court.

Dated at Brainerd, Minnesota, this ____ day of _____, 2024.

BY THE COURT

DISTRICT COURT ADMINISTRATOR

By _____
Deputy