

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF WASHINGTON

TENTH JUDICIAL DISTRICT

ROYAL CREDIT UNION,

Plaintiff,

Court File No.: 82-CV-25-3214  
Case Type: Other Civil/Mortgage  
Foreclosure

v.

DIAMOND S. LEWIS,

Defendant.

**NOTICE OF ADJOURNED  
SHERIFF'S SALE UNDER  
JUDGMENT AND DECREE (Real  
Property)**

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Notice is hereby given, that under and by virtue of a Judgment and Decree entered in the above-entitled action on December 2, 2025, a certified copy of which has been delivered to me directing the sale of the premises, hereinafter described, to satisfy the amount found and adjudged due said Plaintiff in the above-entitled action, as prescribed in the Judgment, the undersigned Sheriff of Washington County will sell at public auction, to the highest bidder, for cash, on May 1, 2026, at 10:00 a.m., at the Sheriff's Office, Law Enforcement Center, 15015 62<sup>nd</sup> Street North, Stillwater, MN, the premises and real estate described in said Judgment and Decree legally described as follows:

*Lot 1, Block 2, Copper Ridge 9th Addition, Common Interest Community Number 418,  
Washington County, Minnesota.*

A.P.N.: 28.028.21.41.0130

The sale of the Real Property will be made to satisfy, or partially satisfy, only the sum of \$393,886.03, the dollar amount that, as of October 23, 2025, the Court determined Defendant,

Diamond S. Lewis, owed to Plaintiff, Royal Credit Union, pursuant to that certain mortgage granted by Diamond S. Lewis, a single person, dated September 3, 2024, filed September 9, 2024, in the office of the Office of the County Recorder Washington County as Document No. 4447937 in favor of Mortgage Electronic Registration Systems, Inc., and as assigned to Royal Credit Union on April 21, 2025 and recorded with the Office of the County Recorder Washington County, Minnesota on April 30, 2025 and recorded as Document No. 4468835, plus the following dollar amounts: (1) continuing interest at the note rate until judgment is entered and then judgment at the statutory rate until judgment is satisfied; (2) if applicable, additional late charges, loan charges, and/or penalties; and (3) any additional dollar amounts that Plaintiff is entitled to recover, including but not limited to, the costs and disbursements and reasonable attorney's fees that Plaintiff incurred, or will incur, in this matter.

The sale shall be subject to redemption by the Mortgagor or personal representative(s) or assignee(s) of the Mortgagor within six (6) months from the date of the Court Order confirming the sale.

Dated this 3rd day of March, 2026.

**WASHINGTON COUNTY SHERIFF:**

By:   
Dan Starry, Washington County Sheriff

**THIS INSTRUMENT WAS DRAFTED BY:**  
Ruder Ware L.L.S.C.  
John D. Leary (396835)  
Attorney for Plaintiff  
402 Graham Ave., P. O. Box 187  
Eau Claire, WI 54702-0187  
715-834-3425  
jleary@ruderware.com

Filed in District Court  
State of Minnesota  
12/01/2025

STATE OF MINNESOTA  
COUNTY OF WASHINGTON

DISTRICT COURT  
TENTH JUDICIAL DISTRICT

ROYAL CREDIT UNION,

Court File No: 82-CV-25-3214

Case Type: Other Civil

Plaintiff,

v.

**FINDINGS OF FACT,  
CONCLUSIONS OF LAW AND  
FINAL JUDGMENT AND ORDER  
FOR PURPOSES OF APPEAL**

DIAMOND S. LEWIS and  
CITY OF WOODBURY HOUSING and  
REDEVELOPMENT AUTHORITY,

Defendants.

The Summons and Complaint in this action having been duly served upon Defendants in the manner provided by law due proof thereof being on file, and Defendants being wholly in default as shown by the Affidavit of Default on file; and

Due notice of the pendency of this action having been filed in the office of the Register of Deeds of Washington County more than twenty (20) days prior to this date; and upon the motion of Plaintiff, through its attorneys, Ruder Ware, L.L.S.C.; and

The Court having examined the Affidavits, filed herein, including the mortgage documents on file, and having determined that all material allegations of the Complaint are true; and

It further appearing that the property consists of a single lot with a residential structure thereon containing ten (10) acres or less located at 8851 Granite Court, Woodbury, Minnesota 55129 (the "Property") and that the Property cannot be sold in parcels without injury to the interest of the parties; and

STATE OF MINNESOTA COUNTY OF WASHINGTON  
Certified to be a true and correct copy of the  
Record on file in my office.  
Court Administrator  
Washington County District Court  
By: Ron M... 12/10/2025 Deputy

NOW THEREFORE, on Application of Ruder Ware, L.L.S.C., by John D. Leary, attorneys for Plaintiff,

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

**THE COURT FINDS AND DETERMINES:**

1. All material allegations of Plaintiff's Complaint are proven and true and agreed to by Defendant, Diamond S. Lewis ("Lewis"), pursuant to the Stipulation containing a consent to judgment, the terms of which are hereby incorporated into this judgment.

2. As to Counts I and II, Lewis is in default under the Note and Mortgage. Plaintiff is entitled to judgment of foreclosure and sale in the usual form as prayed for in Plaintiff's Complaint and in accordance with the Findings of Fact; that there was due to Plaintiff from Borrower, Lewis, the following amounts as of October 23, 2025:

<u>Note</u>	
Principal	\$ 361,061.00
Interest	\$ 22,644.59
Escrow Balance	\$ 1,366.84
Unapplied	(\$ 627.81)
Late Charge	\$ 1,697.41
Other Bank Fees	\$ 30.00
Total:	\$ 386,172.03*
Attorneys' Fees	\$ 7,199.00 (through 9/30/25)
Costs	\$ 515.00 <sup>1</sup> (through 9/30/25)
TOTAL	\$ 393,886.03**

\*As of October 23, 2025, plus accruing interest at the rate of \$76.66 *per diem* on the Note from October 23, 2025.

<sup>1</sup> Copy Fee – Recorded Mortgage	9.00
Filing Fee – Summons and Complaint	305.00
Service Fee – Diamond S. Lewis	75.00
Service Fee – City of Woodbury Housing and Redevelopment Authority	75.00
Recording Fee – Lis Pendens	51.00
Total	\$515.00

**\*\* Plus attorneys' fees and costs incurred from September 30, 2025.**

3. Plaintiff is the lawful holder of the Mortgage and is entitled to enforce the same.

4. The Mortgage is a valid and enforceable Mortgage against the Property.

5. The Mortgage was executed after July 1, 1987.

6. All sums hereafter should be advanced to Plaintiff for insurance, necessary repairs, preservation expenses and taxes not included in the judgment may be added to the judgment by order at any time after the entry thereof and before confirmation of sale upon the petition of Plaintiff's attorney without notice.

7. That the Property consists of a single lot with a residential structure located at 8851 Granite Court, Woodbury, Minnesota, more particularly described in the Mortgage attached to the Complaint as Exhibit B.

8. The legal description of the Property is:

*Lot 1, Block 2, Copper Ridge 9th Addition, Common Interest Community  
Number 418, Washington County, Minnesota.*

A.P.N.: 28.028.21.41.0130

9. The Property is a single parcel, less than ten (10) acres, and the sale of the whole of the Property in one parcel will be most beneficial to the interest of the parties.

10. As to Count III, under the Note, Mortgage, and Minn. Stat. § 582.30, Plaintiff is entitled to a deficiency judgment if the amount received from a foreclosure sale is less than the amount remaining unpaid on the amount of the judgment entered under Chapter 581.

11. Plaintiff reserves the right to seek a deficiency judgment against Lewis and any other party liable for the debt after the sale of the Property at public action after

applying the proceeds of the foreclosure sale to the amounts adjudged to be due and owing to Plaintiff.

12. As to Count IV, Plaintiff has a first-position mortgage lien against the Property. To the extent that Defendant, the City of Woodbury Housing and Redevelopment Authority's interest or lien in and to the Property is subsequent, subordinate, and junior to the lien of Plaintiff's Mortgage.

13. Lewis and any other such party are barred and foreclosed from any equity of redemption or interest in the Property except the right to redeem the Property as provided by law within six (6) months of the date of judgment.

14. As to Count V, under the terms of the Note and the Mortgage, Plaintiff is entitled to recover its costs of collection and enforcement herein, including reasonable attorneys' fees.

**JUDGMENT**

The Court having made its Findings of Fact and Conclusions of Law, wherein judgment in accordance with them is ordered, now, therefore,

**IT IS ORDERED AND ADJUDGED THAT:**

1. Pursuant to Count I, there was due to Plaintiff from Borrower, Diamond S. Lewis, the following amounts as of October 23, 2025:

<u>Note</u>	
Principal	\$ 361,061.00
Interest	\$ 22,644.59
Escrow Balance	\$ 1,366.84
Unapplied	(\$ 627.81)
Late Charge	\$ 1,697.41
Other Bank Fees	\$ <u>30.00</u>
Total:	\$ 386,172.03
Attorneys' Fees	\$ 7,199.00 (through 9/30/25)
Costs	\$ <u>515.00</u> <sup>2</sup> (through 9/30/25)
<b>TOTAL</b>	<b>\$ 393,886.03*</b>

\*As of October 23, 2025, plus accruing interest at the rate of \$76.66 *per diem* on the Note from October 23, 2025 and plus attorneys' fees and costs incurred from September 30, 2025.

2. Pursuant to Count II, Plaintiff is entitled to a Judgment and Decree of Foreclosure of Mortgage and sale in the usual form as prayed for in Plaintiff's Complaint and in accordance with the Findings of Fact as follows:

- a. The Property be sold by the Sheriff of Washington County in the manner provided by law;

<sup>2</sup> Copy Fee – Recorded Mortgage	9.00
Filing Fee – Summons and Complaint	305.00
Service Fee – Diamond S. Lewis	75.00
Service Fee – City of Woodbury Housing and Redevelopment Authority	75.00
Recording Fee – Lis Pendens	<u>51.00</u>
Total	<b>\$515.00</b>

- b. The proceeds of the sale be applied first to the payment of costs and disbursements of this action and the sale, including reasonable attorneys' fees, then to the payment of accrued post-judgment interest, then to the principal of the judgment;
  - c. Pursuant to Minn. Stat. § 580.23, subd. 1, the redemption period is six (6) months;
  - d. The purchaser at the Sheriff's sale or its assigns, if no redemption is made within the period fixed by statute, be decreed to be the sole owner of the Property purchased at the sale;
  - e. The Mortgage is a valid and enforceable mortgage against the Property and barring and foreclosing all Defendants and any others who may claim an interest in the Property from any equity or redemption, equity, lien or interest in the Property, except the right to redeem from the foreclosure sale as provide by statute; and
  - f. Lewis and all persons claiming under them are enjoined from committing waste or doing any act that may impair the value of the Property.
3. The Property cannot be sold in parcels without injury to the interest of the parties unless sooner redeemed and the Property described above shall be sold as a whole.
  4. The Sheriff shall deposit the proceeds of the sale of the Property subject to this action with the Clerk of Court after deducting the fees and expenses of the sale. Upon confirmation of the sale of the Property, above, the Clerk of Courts shall pay to Plaintiff the amount adjudged due Plaintiff, including statutory costs, disbursements and attorney fees, and interest thereon to the date of payment as set forth herein, or as much of such amounts as the proceeds will cover. If there exists a surplus, the Clerk of Courts shall hold it, notify the Court, and await further order of the Court regarding disposal of the surplus. The Sheriff shall make a Report of the Sale and file it with the Clerk of Courts in accordance with law.

5. The City of Woodbury Housing and Redevelopment Authority, its assigns, agents and representatives shall be enjoined from committing waste upon the Property subject to this action which would impair the value of the Property or Plaintiff's security.

6. Plaintiff may pay any taxes or insurance premiums now due or due in the future with respect to the Property described above, and all necessary repairs, and shall have a lien upon said Property for any such amounts, with interest to be paid on these amounts at the default rate, and, in the event any such payments are made, Plaintiff shall be paid these amounts from the proceeds of the sale or redemption of said Property.

7. Leave is hereby granted to Plaintiff to add defendants pursuant to Minn. Stat.

8. After the Sheriff's Sale the Sheriff shall make due report thereof to the Court and the purchaser shall be let into possession of the Property upon confirmation of the Sheriff's Sale and all parties to this action or other persons securing possession after the date of the Lis Pendens was recorded shall deliver possession to the purchaser and that the Court or the Clerk shall, upon application, issue a Writ of Assistance to deliver said possession.

9. Pursuant to Count III, Plaintiff is entitled to the entry and docketing of a deficiency judgment against Defendant, Lewis, for any deficiency that may remain after applying the proceeds of the foreclosure sale to the amounts adjudged to be due and owing to Plaintiff and preserving Plaintiff's right to seek a deficiency judgment against any other party liable for the debt.

10. Pursuant to the Mortgage, Plaintiff has the right to make reasonable entries upon and inspections of the Property, provided Plaintiff shall give reasonable notice prior to any such inspections specifying reasonable cause related to Plaintiff's interest in the Property.

11. Pursuant to Count IV, Plaintiff has a first-lien priority mortgage in the Property and any interest by the City of Woodbury Housing and Redevelopment Authority is junior and subsequent to the lien of Plaintiff.

12. Pursuant to County V, Plaintiff is entitled to its costs of collection and attorneys' fees under the Note and the Mortgage. Additional attorneys' fees, costs, and disbursements subsequent to the entry of judgment shall be added to the judgment and shall be paid from the sale or redemption of the Property, or at time of confirmation.

**THIS JUDGMENT AND ORDER IS FINAL FOR PURPOSES OF APPEAL**

BY THE COURT:

*Helen R. Brosnahan* Brosnahan, Helen (Judge)  
2025.12.01 11:21:14  
-06'00'

HELEN R. BROSNAHAN  
Judge of District Court

Dated: December 1, 2025

I certify the above order constitutes the Judgment of the Court.

Court Administrator

Filed in District Court

State of Minnesota

12/02/2025

By:

*Andrew Koval*

Koval, Andrew (Washington  
Court Administration)  
2025.12.02 14:12:34 -06'00'

12/02/2025 02:12 pm