This opinion is nonprecedential except as provided by Minn. R. Civ. App. P. 136.01, subd. 1(c).

STATE OF MINNESOTA
IN COURT OF APPEALS
A25-1884

Pioneer Bank,
Respondent,

vs.

Ward E. Jackson,
Appellant.

Filed August 3, 2026
Affirmed; motion denied
Reyes, Judge

Blue Earth County District Court
File No. 07-CV-25-4043

Paul Moosbrugger, Daniel J. Bellig, Farrish Johnson Law Office, Chtd., Mankato, Minnesota (for respondent)

Ward E. Jackson, Mankato, Minnesota (self-represented appellant)

Considered and decided by Reyes, Presiding Judge; Larkin, Judge; and Bratvold, Judge.

NONPRECEDENTIAL OPINION

REYES, Judge

In this appeal from the entry of judgment for respondent in an eviction, appellant raises several arguments that include challenges to fee-waiver denials and the foreclosure that preceded the eviction. In addition, respondent filed a motion to strike appellant's addendum. We affirm the district court and deny respondent's motion to strike appellant's addendum as moot.

FACTS

In 2017, appellant Ward E. Jackson granted respondent Pioneer Bank a secured interest in certain real property in the form of a mortgage.[1] After Jackson defaulted on the mortgage, Pioneer Bank foreclosed on the property and then purchased it at a subsequent sheriff's sale. Jackson filed an appeal in the foreclosure that this court dismissed as untimely. *See Pioneer Bank v. Jackson*, No. A25-0783 (Minn. App. July 8, 2025) (order).

On October 9, 2025, Pioneer Bank filed an eviction complaint, asserting that Jackson refused to vacate the property despite failing to redeem it before the expiration of the redemption period. On October 15, 2025, Jackson filed a "request for immediate court action" in the eviction. He checked two boxes on that filing, one which reads "Emergency Temporary Restraining Order (Minn. R. Civ. P. 65)" and another that reads "Motion to Dismiss / Stay." Jackson claimed, among other things, that "[c]ounty land records show title remains in [his] name" and Pioneer Bank therefore "lacks standing to evict." Jackson's October 15 filings included a fee-waiver application.

The district court denied Jackson's fee-waiver application. Its form order checked one box indicating a determination that Jackson's "request for immediate court action,"

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[1] We draw these facts from Pioneer Bank's eviction complaint because the district court granted judgment by default against Jackson. "[A] party in default may not deny facts alleged in the complaint when such facts were not put into issue below and [a] default judgment is equivalent to an admission by the defaulting party to properly pleaded claims and allegations." *In re Welfare of Child of H.G.D.*, 962 N.W.2d 861, 869-70 (Minn. 2021) (quotations and citations omitted) (discussing Minn. R. Civ. P. 55.01).

which the district court called a motion, was frivolous. The district court filed an accompanying memorandum, which (1) noted that it again reviewed the foreclosure file and the new eviction file; (2) stated that "[t]here is no legitimate basis for issuing a TRO or dismissing the action"; (3) explained that it was "denying the fee waiver for the Motion and not taking any action"; and (4) told Jackson that he "may make his arguments as they relate to the eviction action" at the upcoming eviction hearing.

Jackson failed to appear at the eviction hearing. Accordingly, the district court entered judgment by default for Pioneer Bank. It filed a supplemental order stating that Jackson appeared after the hearing concluded. It found Jackson's reasons for his late appearance to be not credible and declined to disturb the eviction judgment.

This appeal follows.

DECISION

I. The district court did not err by entering default judgment for Pioneer Bank.

Jackson challenges the district court's entry of judgment for Pioneer Bank in the eviction. Jackson's challenge is unavailing.

Appellate courts review a district court's factual findings for clear error and its legal conclusions de novo. *See Nationwide Hous. Corp. v. Skoglund*, 906 N.W.2d 900, 907 (Minn. App. 2018), *rev. denied* (Minn. Mar. 28, 2018).

Under Minnesota Statutes section 504B.285, subdivision 1(a)(1)(ii) (2024), a party "entitled to the possession of real property may recover possession by eviction when any person holds over real property after the expiration of the time for redemption on foreclosure of a mortgage." *Fed. Home Loan Mortg. Corp. v. Nedashkovskiy*, 801 N.W.2d 190, 192 (Minn. App. 2011).[2]

Here, the district court found that the redemption period expired and that Pioneer Bank was entitled to possession of the property. It therefore entered judgment for Pioneer Bank. Jackson fails to identify any error in the district court's basis for entering judgment. We conclude that the district court did not err by entering judgment for Pioneer Bank in the eviction.

II. The district court did not abuse its discretion by denying Jackson's October 2025 fee-waiver application.

Jackson challenges the denial of his fee-waiver application, arguing that he is financially eligible for a fee waiver and "the denial was retaliatory." His challenge fails.

A district court "shall allow" a civil action to proceed "without payment of fees, costs, and security for costs" if the district court determines that the fee-waiver applicant is "financially unable to pay" litigation costs *and* the applicant's claims are "not of a frivolous nature." Minn. Stat. § 563.01, subd. 3(a)-(b) (2024). This court reviews a district court's denial of a fee-waiver application for an abuse of discretion. *Nelson v. Arroyo Ins. Servs., Inc.*, 23 N.W.3d 415, 418 (Minn. App. 2025).

Jackson challenges fee-waiver denials from May 2025 and October 2025. However, the eviction underlying this appeal commenced in October 2025 and only the October 2025 fee-waiver denial is in this appellate record. Therefore, this court may address only the

[2] The relevant portion of the statute currently in force is substantially similar to the language of the version of the statute discussed in *Nedashkovskiy*. *Compare* Minn. Stat. § 504B.285, subd. 1(a)(1)(ii) (2024), *with* Minn. Stat. § 504B.285, subd. 1(1)(ii) (2010).

October 2025 fee-waiver denial. *See Thiele v. Stich*, 425 N.W.2d 580, 582-83 (Minn. 1988) ("An appellate court may not base its decision on matters outside the record on appeal, and may not consider matters not produced and received in evidence below.").

The district court based the October 2025 fee-waiver denial on its determination that Jackson's motion requesting "immediate court action" was frivolous. Because the statute requires that the fee-waiver applicant file nonfrivolous claims *and* be financially unable to pay, the failure to satisfy one of the two requirements provides a legally sufficient basis to deny a fee-waiver application. *See* Minn. Stat. § 563.01, subd. 3(a)-(b). We decline to reverse the district court's fee-waiver denial because Jackson fails to challenge the frivolousness determination. *See Hunter v. Anchor Bank, N.A.*, 842 N.W.2d 10, 17 (Minn. App. 2013) (affirming entry of summary judgment when appellant forfeited challenge to independent and sufficient ground for judgment), *rev. denied* (Minn. Mar. 18, 2014).

III. We decline to consider Jackson's remaining arguments, including those related to the foreclosure, because they are not properly before this court.

Jackson raises arguments related to the foreclosure and new arguments that he did not present to the district court. We decline to consider these arguments.

First, an eviction action is intended "only to determine present possession and not to adjudicate ultimate legal or equitable rights of ownership. Challenges to the validity of a foreclosure may be litigated in an eviction action *only* when it is the sole forum available." *Fed. Home Loan Mortg. Corp. v. Mitchell*, 862 N.W.2d 67, 72 (Minn. App. 2015) (quotations and citation omitted), *rev. denied* (Minn. June 30, 2015). Jackson does not contend that the eviction action is the sole forum available for his foreclosure-related arguments. Indeed, Jackson already challenged the foreclosure, filing an appeal that this court dismissed as untimely in a special-term order. *See Pioneer Bank v. Jackson*, No. A25-0783 (Minn. App. July 8, 2025) (order). *See Johnson v. Johnson*, 902 N.W.2d 79, 83 (Minn. App. 2017) ("Once the time to appeal a decision of the district court expires, that ruling is final . . . ."). We decline to consider Jackson's arguments related to the validity of the foreclosure.

Second, this court "must generally consider only those issues that the record shows were presented [to] and considered by the [district] court in deciding the matter before it." *Thiele*, 425 N.W.2d at 582 (quotation omitted). Jackson failed to appear at the eviction hearing. Because he presented none of his remaining arguments to the district court, we decline to address them on appeal.

IV. We deny Pioneer Bank's motion to strike Jackson's appellate addendum as moot.

Pioneer Bank moved to strike Jackson's appellate addendum as a whole, claiming that it does not conform to Minnesota Rule of Civil Appellate Procedure 130.02. It questions the validity of the documents in the addendum and takes issue with Jackson's addition of notes on some documents. Because our analysis does not rely on Jackson's addendum, we decline to address the merits of Pioneer Bank's motion and deny the motion as moot. *See Justice v. Marvel, LLC*, 979 N.W.2d 894, 903 n.9 (Minn. 2022).

Affirmed; motion denied.