

## ADDENDUM TO PURCHASE AGREEMENT: DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2020 Minnesota Association of REALTORS®, Edina, MN

	1. Date <u>August 20th, 2022</u>
	2. Page 1
3.	Addendum to Purchase Agreement between parties, dated August 20 2022
4.	(Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at
5.	587 Cook Avenue E Saint Paul MN 55130
6. 7. 8. 9. 10. 11.	Lead Warning Statement  Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible
14.	lead-based paint hazards is recommended prior to purchase.
15.	Seller's Disclosure (Check one.)
16. 17.	Seller has no knowledge of, or records or reports relating to, lead-based paint and/or lead-based paint hazards in the housing.
18. 19. 20.	Seller has knowledge of lead-based paint and/or lead-based paint hazards in the housing and has provided Buyer with all available details, records, and reports, if any, pertaining to lead-based paint and/or lead-based paint hazards in the housing. (Please explain and list documents below.):
21.	
22.	
23.	
24.	Buyer's Acknowledgment
25.	Buyer has received copies of all information listed above, if any.
26.	Buyer has received the pamphlet, Protect Your Family from Lead in Your Home.
27.	Buyer has: (Check one.)
28. 29.	Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
30. 31.	Received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
32. 33.	If checked, this contract is contingent upon a risk assessment or an inspection of the property for the presence of lead-based paint and/or lead-based paint hazards to be conducted at Buyer's expense. The assessment or inspection
34.	shall be completed within TEN (10) Calendar Days after Final Acceptance of the Purchase



Agreement.

35.

38.

39.

40.

41.

42.

43.

44.

45.

46. 47.

48.

49.

50.

51.

## ADDENDUM TO PURCHASE AGREEMENT: DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

36. Page 2

37.	Property located at 587	Cook Avenue E	Saint Paul	MN	55130

This contingency shall be deemed removed, and the Purchase Agreement shall be in full force and effect, unless Buyer or real estate licensee representing or assisting Buyer delivers to Seller or real estate licensee representing or assisting Seller, within three (3) Calendar Days after the assessment or inspection is timely completed, a written list of the specific deficiencies and the corrections required, together with a copy of any risk assessment or inspection report. If Buyer and Seller have not agreed in writing within three (3) Calendar Days after delivery of the written list of required corrections that:

- (A) some or all of the required corrections will be made; or
- (B) Buyer waives the deficiencies; or
- (C) an adjustment to the purchase price will be made;

this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer. It is understood that Buyer may unilaterally waive deficiencies or defects, or remove this contingency, providing that Buyer or real estate licensee representing or assisting Buyer notifies Seller or real estate licensee representing or assisting Seller of the waiver or removal, in writing, within the time specified.

#### 52. Real Estate Licensee's Acknowledgment

- 53. Real estate licensee has informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and is aware of licensee's
- 54. responsibility to ensure compliance.

#### 55. Certification of Accuracy

56. The following parties have reviewed the information above and certify, to the best of their knowledge, that the

57. information provided by the signatory is true and accurate.

58.	— Authentisks Jerry Krippner	08/22/22		Heather Mylin	08/20/2022	
00. (	(Seller)		(Date)	(Buyer)		(Date)
				Authentisign*		
59.				D.C. My	08/20/2022	
00.	(Seller)		(Date)	(Buyer)		(Date)
				Authentisign		
60.	Gerald Krippner	8/22/22		Heather Mylin	08/20/22	
	(Real Estate Licensee)		(Date)	(Real Estate Licensee)		(Date)

TLX:SALE-2 (8/20)





MN-APA (8/20)

### ADDENDUM TO PURCHASE AGREEMENT

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2020 Minnesota Association of REALTORS®, Edina, MN

	1.	Date	Augus	t 20th,	2022		
	2.	Page 1					
Addendum to Purchase Agreement between parties, of						20	2022
(Date of this Purchase Agreement), pertainin 587 Cook Avenue E	ig to	tne p		e and s	ale of	rtne P Man	roperty a <sup>r</sup> 55130
In the event of a conflict between this Addendum and ar in this Addendum shall govern	ny oth	er provis	sion of the	e Purcha	ise Agre	eement, t	he language
Buyer understands that this is a Category 3 Vac does not transfer until a Certificate of Occupa	ant I	Buildin s awar	g to be	sold "A	As Is" Compli	and tit	le
completed. Down payment is due at closing and w of title. It is responsibility of buyer to make	rill k	e held	in escr	ow unti	il the		
of title. It is responsibility of buyer to make	CIIC	code c	Ompilano	е гера.	115.		
It is understood and acknowledged by both parti	es ti	at the	Seller	is a li	icensed	l real e	state
agent in the State of Minnesota.							
		Authentisi	N°				
		Heath	er Myi	lin	08	3/20/202	2
(Seller) (Date)		Buyer)					(Date
		- Authentisign	r - Λ.				
		ے،(ر	-i vy		80	/20/202	
(Seller) (Date)		Buyer)					(Date
THIS IS A LEGALLY BINDING CONTRAINT IF YOU DESIRE LEGAL OR TAX ADVICE, C							_

Minnesota Realtors

TRANSACTIONS
TransactionDesk Edition



This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.

© 2022 Minnesota Association of REALTORS®, Minnetonka, MN

August

20

2022

	1.		August	: 2	20	2022
	2.	Page	1			
BUYER (S): Heather Mylin						&
Gabriel Mylin						
Buyer's earnest money in the amount of Five Thousand						
shall be delivered to listing broker, or, if checked, to	older")			no later than	n two (	2) Busines
Days after Final Acceptance Date. Buyer and Seller agree Earnest Money Holder as specified above within three Acceptance Date, whichever is later.	e that e	arnest	money sh	all be deposited in th	e trust	account
Said earnest money is part payment for the purchase of	f the p	roperty	located a	ıt		
Street Address: 587 Cook Avenue E						
City of Saint Paul	_ , Coı	inty of	Ramsey-M	IN		
State of Minnesota, Zip Code 55130,	legally	descri	bed as Ar	lington Hills Add B40&	15-49 L	ot 18 BLK 5
in-ground pet containment systems (excluding collars); awnings; window shades and blinds; traverses, curtain a coverings and treatments; towel rods; attached lighting a water softeners; water treatment systems; water heating syremediation systems (e.g., radon, vapor intrusion); sum wall mounts; wall and ceiling speaker mounts; carpeting; a detectors; doorbells; thermostats; all integrated phone and such as intranet and Internet connected hardware or develectronics, and computers) and applicable software, perrescreens, doors, and heatilators; ANY OF THE FOLLOWIN refrigerators, trash compactors, ovens, cook-top stoves work benches, intercoms, speakers, air conditioning equiquid fuel tanks and all controls, pool and spa equipment TV satellite dishes; the above-mentioned inclusions ANI additional monetary value, and free and clear of all liens.  Notwithstanding the foregoing, leased fixtures are not in Notwithstanding the foregoing, the following item(s) are	and drand buystems on purattach dhomices, on issio iss, war quipment, property on the factorial and on the control of the factorial of the fac	apery r ilbs; far s; heatir nps; T\ ed mirro e autom control ns, pass BUILT-I ming di ent, elec- pane tar ollowin encumb d.	ods, valar in fixtures; ing systems of antenna ors; garago ination syst units (other swords, co N: dishwal rawers, m ctronic air inks and all g personal orances:	aces, draperies, curta plumbing fixtures; ga s; air exchange syster s, cable TV jacks an e door openers and a ems, including neces er than non-dedicate odes, and access info shers, refrigerators, wa icrowave ovens, hoo filters, humidifiers an controls, security sy I property shall be tra	ains, a arbage ns; en d wiri Il cont sary c d mob rmatic vine ar od fan nd del vstem	and windo e disposal vironment ng, and 7 rols; smol omponen bile device on; fireplace on beveraç s, shelvin numidifier equipmer
			00 00			
Seller has agreed to sell the Property to Buyer for the suninety Thousand		•				
which Buyer agrees to pay in the following manner:						Donai
1. 22.22 percent (%) of the sale price in <b>CASH</b> , of	or mor	e in Bu	yer's sole	discretion, including	earn	est mone
2percent (%) of the sale price in <b>MORTGA</b>			-	_		
3 percent (%) of the sale price by <b>ASSUN</b> Purchase Agreement: Assumption Financing.)	MING S	Seller's	current m	ortgage. (See attach	ed Aa	ldendum
4. 77.78 percent (%) of the sale price by <b>CONT</b> Agreement: Contract for Deed Financing.)	TRAC	Γ FOR	DEED. (S	ee attached Addend	dum t	o Purchas
CLOSING	A DA	TE:				
	<u> </u>	<u>. –</u> .				



49. Page 2 Date August 20 2022
Property located at
MORTGAGE FINANCING:
This Purchase Agreement IS IS NOT subject to the mortgage financing provisions below. If IS, complete the
MORTGAGE FINANCING section below. If IS NOT, proceed to the SELLER'S CONTRIBUTIONS TO BUYER'S COSTS section.
Such mortgage financing shall be: (Check one.)
☐ FIRST MORTGAGE only ☐ FIRST MORTGAGE AND SUBORDINATE FINANCING.
Buyer shall apply for and secure, at Buyer's expense, a: (Check all that apply.)  CONVENTIONAL OR PRIVATELY INSURED CONVENTIONAL  DEPARTMENT OF VETERANS' AFFAIRS ("DVA") GUARANTEED  FEDERAL HOUSING ADMINISTRATION ("FHA") INSURED  UNITED STATES DEPARTMENT OF AGRICULTURE ("USDA") RURAL DEVELOPMENT
OTHER
mortgage in the amount stated in this Purchase Agreement, amortized over a period of not more than
years, with an initial interest rate at no more than percent (%) per annum. The mortgage application <b>IS TO BE MADE WITHIN FIVE (5) BUSINESS DAYS</b> after the Final Acceptance Date. Buyer agrees to use best efforts to secure a commitment for such financing and to execute all documents required to consummate said financing.
<b>MORTGAGE FINANCING CONTINGENCY</b> : This Purchase Agreement is contingent upon the following and applies to the first mortgage and any subordinate financing. <i>(Check one.)</i>
If Buyer cannot secure the financing specified in this Purchase Agreement, and this Purchase Agreement does not close on the closing date specified, this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be
REFUNDED TO BUYER FORFEITED TO SELLER(Check one.)
<b>NOTE:</b> If this Purchase Agreement is subject to DVA or FHA financing, <b>FORFEITED TO SELLER</b> may be prohibited. See the following DVA and FHA Escape Clauses.
Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on
or before
For purposes of this Contingency, "Written Statement" means a Written Statement prepared by Buyer's mortgage originator(s) or lender(s) after the Final Acceptance Date that Buyer is approved for the loan(s) specified in this Purchase Agreement, including both the first mortgage and any subordinate financing, if any, and stating that an appraisal, satisfactory to the lender(s), has been completed and stating conditions required by lender(s) to close the loan.
Upon delivery of the Written Statement to Seller, or licensee representing or assisting Seller, the obligation for satisfying all conditions required by mortgage originator(s) or lender(s), except those conditions specified below, are deemed accepted by Buyer:  (a) work orders agreed to be completed by Seller;  (b) any other financing terms agreed to be completed by Seller here; and  (c) any contingency for the sale and closing of Buyer's property pursuant to this Burchase Agreement

MN:PA-2 (8/22)



			89.	Page 3	Date August	20	2022
90.	Property located at 587	Cook Avenue E			Saint Paul	MN 55	5130
91. 92. 93. 94. 95. 96.	Upon delivery of the Wri ANY REASON relating to may, at Seller's option, canceled. If Seller dec Cancellation of Purchas	itten Statement, if this Purc o financing, including, but n declare this Purchase Agre lares this Purchase Agree se Agreement confirming s liquidated damages. In the	ot limited reement c ement car aid cance	to interes anceled, nceled, E ellation an	t rate and discount poin which case this Player and Seller shard directing all earnes	oints, if any, t urchase Agre Ill immediate st money pa	then Seller reement is ely sign a aid here to
97. 98. 99. 100. 101. 102.	canceled if the reason to the case (a) Seller's failure to coth (b) Seller's failure to coth (c) any contingency for	nguage in the preceding phis Purchase Agreement domplete work orders to the implete any other financing the sale and closing of Bottontingency for sale and closingency for	oes not c extent red terms ag uyer's pro	ose was quired by reed to be perty pur	due to: this Purchase Agreei e completed by Selle suant to this Purchas	ment; er here; or	
103. 104. 105. 106. 107.	Purchase Agreement cal in which case this Purcha Buyer and Seller shall in	is not provided by the date nceled by written notice to E ase Agreement is canceled. mmediately sign a Cancella ney paid here to be RE	Buyer at a In the eve ation of Pu	ny time pr int Seller o irchase A BY SELLE	ior to Seller receiving declares this Purchase greement confirming	the Written Se Agreement said cancell  O BUYER.	Statement, canceled,
108. 109. 110. 111.	Purchase Agreement is shall immediately sign a	t is not provided, and Selle canceled as of the closing Cancellation of Purchase A RETAINED BY SELLEF	g date spe greement R   REFU	previous cified in t confirmin	ly canceled this Purc his Purchase Agreen ng said cancellation an	chase Agreer nent. Buyer a	and Seller
112. 113.	LOCKING OF MORTGAGI (Check one.)	E INTEREST RATE ("RA	<b>TE")</b> : The	Rate sha	all be locked with th	e lender(s) l	by Buyer:
114.	,	ESS DAYS OF FINAL ACC	CEPTANO	E DATE:	OR		
115.	AT ANY TIME PRIOR TO	O CLOSING OR AS REQU	IRED BY	LENDER	(S).		
117. 118. 119.	repairs as required by the le cost of making said repairs  (a) making the necessary reference to the cost of the necessary reference to the cost of th	ender commitment. If the le shall exceed this amount, epairs; or	ender com Seller sha	mitment	-	k orders for	_ to make which the
120. 121. 122. 123. 124.	(c) declaring this Purchase a shall immediately sign a money paid here to be re	making said repairs with Book Agreement canceled, in which a cancellation of Purchase Actionated to Buyer, unless Book above the amount specification.	ich case th greement uyer provi	confirmir des for pa	ng said cancellation an ayment of the cost of	nd directing a said repairs	all earnest
125.	SELLER BUYER age	rees to pay any reinspection	on fee req	uired by E	Buyer's lender(s).		
127. 128. 129.	FHA ESCAPE CLAUSE (F) of this contract, the purchase any penalty by forfeiture of e with the Department of Hous Federal Housing Commission	er shall not be obligated to c earnest money deposits or c sing and Urban Developmer	complete to otherwise ont ("HUD")	ne purcha , unless th /FHA or D	se of the Property des ne purchaser has bee OVA requirements a w	scribed here en given in ac ritten statem	or to incur ccordance ent by the
131.	appraised value of the Prop	erty as not less than \$	e price)				
133.	The purchaser shall have the to the amount of the appraise HUD will insure; HUD does not herself that the price and contact the state of the state o	ne privilege and option of p sed valuation. The appraise ot warrant the value nor the	oroceeding ed valuation condition	on is arriv	ed at to determine th	e maximum	mortgage



MN:PA-4 (8/22)

## **PURCHASE AGREEMENT**

TRANSACTIONS
TransactionDesk Edition

		136. Page 4	Date August	20	2022
137.	Property located at		Saint Paul	MN 5	55130
138.	LENDER PROCESSING FEES (FHA, DVA Financing	<b>g Only</b> ): Seller	agrees to pay	Buyer's closing	g fees and
	miscellaneous processing fees which cannot be charged This amount is in addition to Seller's Contributions to Buy				·
	<b>DVA FUNDING FEE (DVA Financing only):</b> Pursuant to amount must be paid at the closing of this transaction as		ons, a one-time F	<sup>-</sup> unding Fee bas	sed on loan
143.	paid by Buyer	AT CLOSIN	IG ADDED T	O MORTGAGE	AMOUNT
144.	paid by Seller		Onconone	··/	
145.	NOTE: DVA regulations limit the fees and charges Bu	yer can pay to	obtain a DVA lo	an.	
146. 147. 148. 149. 150. 151.	DEPARTMENT OF VETERANS' AFFAIRS ESCAPE CL, notwithstanding any other provisions of this contract, the provision of the contract of the provision of the contract	purchaser shall use of the Prope rty established proceeding with	not incur any pen rty described her by the Departme h the consummat	nalty by forfeiture re, if the contrac ant of Veterans' A tion of this contra	e of earnest et purchase Affairs. The
152. 153.	NOTE: Verify DVA requirements relating to paymer annual installments of special assessments	•		levied and per	nding, and
154.	OTHER MORTGAGE FINANCING ITEMS:				
155.					
156. 157.	SELLER'S CONTRIBUTION Seller IS IS NOT contributing to Buyer's costs. If ans				Check one.)
158.	\$				
161. 162. 163.	percent (%) of the sale price towards Buyer's closing fees, title service fees, title search owner's title insurance, prepaid items, other Buyer's costs all amount of Seller's contribution that exceeds Buyer's all contribution exceeds the maximum Seller contribution alloby Seller.	owable by lende lowable costs,	r, if any, and/or mo or which cannot	ortgage discount be used becau	points. Any use Seller's
165. 166.	NOTE: The amount paid by Seller cannot exceed the lender. All funds paid by Seller on behalf of Buy				
167.	INSPECT	IONS:			
168.	Buyer has been made aware of the availability of Propert	y inspections. F			
169.	Property inspection performed at Buyer's expense.		(Ch	neck one.)	-
170.	This Purchase Agreement IS X IS NOT contingent up	pon any inspect	tion(s) of the Prop	perty obtained b	y Buyer to
	determine its condition, including any non-intrusive testing Agreement.	or any intrusive	testing as allowed	d pursuant to this	s Purchase
174. 175.	Any inspection(s) or test(s) shall be done by an inspector(s as to the qualifications of the inspector(s) or tester(s). It is shall mean any testing, inspection(s), or investigation(s) otherwise damages the Property.	or purposes of	this Purchase Ag	reement, "intrusi	ive testing"
177.	Seller DOES X DOES NOT agree to allow Buyer to p	erform intrusive	e testing or inspe	ction(s).	
	If answer is <b>DOES</b> , Buyer agrees that the Property shall be intrusive testing at Buyer's sole expense.	oe returned to the	he same conditic	n it was in prior	to Buyer's

				180.	Page 5	Date August	20	2022
181.	Propert	ry located at 587	Cook Avenue E			Saint Paul	MN 5	55130
182.	Seller v	vill provide access to	attic(s) and crawlspace(s).					
	Within shall be	Oalendar Calendar done ("Inspection P	Days of Final Acceptance Da Period").	ate, all in	spection	(s), test(s), and resul	ting negotiati	ions, if any,
186. 187. 188. 189. 190.	inspect intent to Seller s earnest of the li	ion(s) or test result(s) o cancel no later than shall immediately sign money paid here to	is contingent upon inspection by providing written notice to the end of the Inspection Period and a Cancellation of Purchase be refunded to Buyer. If Buyer this Inspection Contingents at the contingents of the contingents are the contingents and the contingents are the continuents are	Seller, eriod. If e <i>Agree</i> er does	or license Buyer ca ment con not cand	ee representing or as ancels this Purchase nfirming said cance cel this Purchase Ag	sisting Seller Agreement, ellation and d reement before	; of Buyer's Buyer and directing all ore the end
192.	<u>OTHE</u>	R INSPECTION ITEM	<u>IS</u> :					
193.								
194.								
195.								
196. 197.	(Check	one.)	SALE OF BUYER	'S PR	OPER'	<u>TY</u> :		
198. 199.	1.	This Purchase Agre	eement is subject to an <i>Add</i> sale of Buyer's property. (If			_	ale of Buyer	's Property
200.	OR							
201.	<u> </u>	This Purchase Agre	eement is contingent upon	the suc	cessful c			
202.						, which is	s scheduled t	o close on
203. 204. 205. 206. 207. 208.		is canceled. Buyer a cancellation and dire	lose by the closing date spectand Seller shall immediately ecting all earnest money paid ler provision to the contrary	cified in sign a ( here to	this Purc Cancellati be refund	on of Purchase Agre led to Buyer. The lan	iis Purchase <i>i</i> eement confi iguage in this	Agreement irming said paragraph
209.		_						
210. 211.	<b>X</b> 3.	and closing on any	at Buyer has the financial ab other property.	ility to p	ertorm oi	n this Purchase Agre	ement witho	out the sale
212.		<u>REAI</u>	LESTATE TAXES/SP	<b>ECIA</b> I	_ ASSE	<u>ESSMENTS</u> :		
		ESTATE TAXES: Selling all penalties and in	ler shall pay on the date of c nterest.	losing a	ll real est	ate taxes due and p	ayable in all	prior years
215.	Buyer s	shall pay 🗶 PRORAT	ED FROM DAY OF CLOSIN	IG 🗌 AI	L 🗌 NO	NE/12t	: <b>hs OF</b> real e	state taxes
		d payable in the year		orie.)				
217.	Seller sl	hall pay 🗶 PRORATE	ED TO DAY OF CLOSING	ALL 🗌 I	NONE	/12ths OF r	eal estate tax	es due and
		in the year of closin						
219.	If the Pr	operty tax status is a p	part- or non-homestead classi	fication i	n the yea	r of closing, Seller	SHALL	HALL NOT
220.	pay the	difference between	the homestead and non-hor	nestead		<del></del> -	(Check one.	<i>y</i>
			axes due and payable in the ed. No representations are m					

Minnesota Realtors® TRANSACTIONS TransactionDesk Edition

				223. Pag	e 6	Date August	20	0 202	2
224.	Property locate	d at <u>587</u>	Cook Avenue E		s	aint Paul	MN	55130	
225			L ASSESSMENTS:						
226.	X BUYER SH	ALL PAY	SELLER SHALL PAY or	date of closi	ng ar	ny deferred real e	state taxes	(e.g., Gre	een
227.		,	s, payment of which is re		sult o	f the closing of thi	s sale.		
228.	X BUYER AN	D SELLER S	SHALL PRORATE AS O	F THE DATE	OF	CLOSING 🗌 SE	LLER SHA	LL PAY	ON
229. 230.	DATE OF CLOS	SING all instal	lments of special assessn	,			eal estate ta	xes due a	and
231.	X BUYER SHA	ALL ASSUME	SELLER SHALL PA	Y on date of c	losin	g all other specia	l assessmer	nts levied	as
232.	of the Date of the	•	<sub>one.)</sub> Agreement.						
233.			SELLER SHALL PR				ssessments	pending	j as
235.	of the Date of th	is Purchase Aq yment shall b	greement for improvement by payment into escrots s lender.)	ts that have bee	en ord	dered by any asses	•	,	
237. 238.	Buyer shall pay which is not oth		oecial assessments payal rovided.	ole in the year f	ollow	ving closing and th	nereafter, the	payment	t of
239.	As of the Date	of this Purcha	ase Agreement, Seller rep	oresents that S	Seller	HAS X HAS	NOT receiv	ed a not	tice
240. 241. 242. 243. 244. 245. 246. 247. 248.	against the Proposhall be provided or before the date for the payment this Purchase A party, in which a Buyer and Selle	perty. Any such ed to Buyer in ate of closing, tof, or assume greement can case this Purcler shall imme	ent project from any asse in notice received by Selle inmediately. If such notice then the parties may agree the special assessments celed by written notice to hase Agreement is cancel- diately sign a Cancellation aid here to be refunded to	r after the Date is issued afte ee in writing, os. In the absent the other partyed. If either partyen of Purchase	of the r the n or ce of r, or li	ne costs of which pais Purchase Agree Date of this Purchefore the date of such agreement, icensee represent eclares this Purcha	project may be ment and be hase Agreen closing, to either party ing or assisti se Agreeme	efore closi nent and pay, provi may decla ng the oth nt cancele	sing on vide lare ther led,
249.			ADDITIONAL	PROVISIO	NS:				
250.	PREVIOUSLY	EXECUTED	PURCHASE AGREEME				S X IS NOT	Γ subject	t to
251.	cancellation of	a previously	executed purchase agre	ement dated .		•	Check one.)		
253.	If said cancellati sign a Cancellati	on is not obtai	lation shall be obtained ned by said date, this Purc se <i>Agreement</i> confirming	hase Agreemer	nt is c	anceled. Buyer and	d Seller shall	immediat	
<ul><li>256.</li><li>257.</li></ul>			: Upon performance by ERSONAL REPRESENTATION	•		•	,	EE'S DE	ΕD
258. 259. 260. 261. 262. 263.	<ul><li>(a) building</li><li>(b) restricti</li><li>(c) reserva</li><li>(d) utility a</li></ul>	g and zoning land zoning land relating to tion of any mind drainage e	DEED join aws, ordinances, and state of use or improvement of the neral rights by the State of assements which do not in bllows (unless specified, not be assemble of the state of the stat	te and federal in the Property wind Minnesota; and terfere with extention to the subject to terfere with extention to terfere with extention to terfere with extention to the subject to terfere with the subject to th	regul thou tisting nanci	ations; t effective forfeitur g improvements; es):	re provisions	;	
264.								ŕ	and
265.	(f) others (	must be spec	ified in writing):						—
266.									



			267. Page 7	Date August	2	0 2022
268.	Property located at 587	Cook Avenue E	_	Saint Paul	MN	55130
	POSSESSION: Seller shall do	•	Property: (Check on	e.)		
271.	OTHER:	· 				
070	Callan agrees to remarks All	DEDDIC AND ALL DED	CONAL DEODEDTY	NOT INCLUDED U		بلده مده مطا

- 272. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property
- 273. by possession date.
- 274. **LINKED DEVICES**: Seller warrants that Seller shall permanently disconnect or discontinue Seller's access or service
- 275. to any device or system on or serving the property that is connected or controlled wirelessly, via internet protocol ("IP")
- 276. to a router or gateway or directly to the cloud no later than delivery of possession as specified in this Purchase
- 277. Agreement.

282.

283.

284.

285.

286. 287.

288.

- 278. PRORATIONS: All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity, and
- 279. natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of
- 280. fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.

#### 281. TITLE AND EXAMINATION: As quickly as reasonably possible after Final Acceptance Date:

- (a) Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property, if in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or assisting Seller, upon cancellation of this Purchase Agreement; and
- (b) Buyer shall obtain the title services determined necessary or desirable by Buyer or Buyer's lender, including but not limited to title searches, title examinations, abstracting, a title insurance commitment, or an attorney's title opinion at Buyer's selection and cost and provide a copy to Seller.

289. Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs 290. and fees necessary to convey marketable title including obtaining and recording all required documents, subject to 291. the following:

292. In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional thirty 293. (30) days to make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In 294. addition to the thirty (30)-day extension, Buyer and Seller may, by mutual agreement, further extend the closing 295. date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to 296. the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is 297. canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a 298. Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to 299. be refunded to Buyer.

300. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land 301. owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller 302. warrants that the legal description of the real property to be conveyed has been or shall be approved for recording 303. as of the date of closing. Seller warrants that the buildings are or shall be constructed entirely within the boundary 304. lines of the Property. Seller warrants that there is a right of access to the Property from a public right-of-way.

305. MECHANIC'S LIENS: Seller warrants that prior to the closing, payment in full will have been made for all labor, materials, 306. machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing in connection with 307. construction, alteration, or repair of any structure on, or improvement to, the Property.

308. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation 309. proceedings, or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller

- 310. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any 311. such notices received by Seller shall be provided to Buyer immediately. Discriminatory restrictive covenants (e.g.
- 312. provisions against conveyance of property to any person of a specified religious faith, creed, national origin, race, or
- 313. color) are illegal and unenforceable. An owner of real property may permanently remove such restrictive covenants
- 314. from the title by recording a statutory form in the office of the county recorder of any county where the property is located.
- 315. **DIMENSIONS**: Buyer acknowledges any dimensions, square footage, or acreage of land or improvements provided
- 316. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of
- 317. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.
- 318. ACCESS AGREEMENT: Seller agrees to allow reasonable access to the Property for performance of any surveys or
- 319. inspections agreed to here.

2022

Date August 320. Page 8 Cook Avenue E MN 55130 321. Property located at 587 Saint Paul

- 322. **RISK OF LOSS:** If there is any loss or damage to the Property between the Date of this Purchase Agreement and
- 323. the date of closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be
- 324. on Seller. If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement
- 325. is canceled, at Buyer's option, by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels
- 326. this Purchase Agreement, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming
- 327. said cancellation and directing all earnest money paid here to be refunded to Buyer.
- 328. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.
- 329. CALCULATION OF DAYS: Any calculation of days begins on the first day (Calendar or Business Days as specified)
- 330. following the occurrence of the event specified and includes subsequent days (Calendar or Business Days as specified)
- 331. ending at 11:59 P.M. on the last day.
- 332. BUSINESS DAYS: "Business Days" are days which are not Saturdays, Sundays, or state or federal holidays unless
- 333. stated elsewhere by the parties in writing.
- 334. CALENDAR DAYS: "Calendar Days" include Saturdays, Sundays, and state and federal holidays. For purposes of
- 335. this Agreement, any reference to "days" means "Calendar Days" unless otherwise required by law.
- 336. **RELEASE OF EARNEST MONEY:** Buyer and Seller agree that the Earnest Money Holder shall release earnest money
- 337. from the Earnest Money Holder's trust account:
- 338. (a) at or upon the successful closing of the Property;
- (b) pursuant to written agreement between the parties, which may be reflected in a Cancellation of Purchase 339. Agreement executed by both Buyer and Seller; 340.
- 341. (c) upon receipt of an affidavit of a cancellation under MN Statute 559.217; or
- 342. (d) upon receipt of a court order.
- 343. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any
- 344. payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and
- 345. Seller shall affirm the same by a written cancellation agreement.
- 346. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the provisions
- 347. of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable. If either Buyer or Seller defaults in any
- 348. of the agreements here or there exists an unfulfilled condition after the date specified for fulfillment, either party may
- 349. cancel this Purchase Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided here that this Purchase
- 350. Agreement is canceled, said language shall be deemed a provision authorizing a Declaratory Cancellation under MN
- 351. Statute 559.217, Subd. 4.
- 352. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages
- 353. for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific
- 354. performance, such action must be commenced within six (6) months after such right of action arises.
- 355. NOTICE REGARDING PREDATORY OFFENDER INFORMATION: Information regarding the predatory offender
- 356. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be obtained
- 357. by contacting the local law enforcement offices in the community where the Property is located or the Minnesota
- 358. Department of Corrections at (651) 361-7200, or from the Department of Corrections web site at
- 359. www.corr.state.mn.us.
- 360. BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO
- 361. ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF
- 362. THIS PURCHASE AGREEMENT.
- 363. BUYER HAS RECEIVED A: (Check any that apply.) DISCLOSURE STATEMENT: SELLER'S PROPERTY
- 364. DISCLOSURE STATEMENT OR A DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES FORM.
- 365. **DESCRIPTION OF PROPERTY CONDITION:** See Disclosure Statement: Seller's Property Disclosure Statement or
- 366. Disclosure Statement: Seller's Disclosure Alternatives for description of disclosure responsibilities and limitations, if
- 367. any.
- 368. BUYER HAS RECEIVED THE INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY.
- 369. BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY
- 370. AND ITS CONTENTS.



		371. Page	9 Date August	20	2022
372.	Property located at 587 Cook Avenue	E	Saint Paul	MN	55130
373.	(Check appropriate boxes.)				
374.	SELLER WARRANTS THAT THE PROPERTY	IS EITHER DIRECTLY OR	INDIRECTLY CONNEC	CTED TO:	
375.	CITY SEWER X YES NO / CITY WATER	R 🗶 YES 🗌 NO			
376.	SUBSURFACE SEWAGE TREATMENT SYS	<u>TEM</u>			
	SELLER DOES DOES NOT KNOW				
	SERVING THE PROPERTY. (If answer is <b>DC</b> Statement: Subsurface Sewage Treatment Sy		s not require a state p	ermit, see	Disclosure
	PRIVATE WELL				
381.	SELLER DOES DOES NOT	KNOW OF A WELL	ON OR SERVING	THE PR	OPERTY.
382.	(If answer is <b>DOES</b> and well is located on the	Property, see <i>Disclosure</i>	Statement: Well.)		
383.	THIS PURCHASE AGREEMENT IS X IS I	NOT SUBJECT TO AN <i>AD</i>	DENDUM TO PURCH	ASE AGRE	EMENT:
384. 385.	SUBSURFACE SEWAGE TREATMENT SYST	,	ON CONTINGENCY.		
	IF A WELL OR SUBSURFACE SEWAGE TRECEIVED A DISCLOSURE STATEMENT: WITH TREATMENT SYSTEM.				
389. 390. 391.		ent home protection/warr	ranty plans have differe	ent covera	
392.	A Home Protection/Warranty Plan w	vill be obtained by	BUYER SELLI		aid for by
393.	BUYER SELLER to be issued by(Check one.)	·			
394.	at a cost not to exceed \$	·			
395. 396.	No Home Protection/Warranty Plan is neg to purchase a Home Protection/Warranty	•	chase Agreement. How	/ever, Buye	r may elect
397.		AGENCY NOTICE			
398.	Gerald S Krippner (Licensee)	is <b>X Seller's Agent</b> I	Buyer's Agent Dual	Agent _	Facilitator.
399.	Bridge Realty, LLC (Real Estate Company Name)				
400.	Heather Mylin (Licensee)	is Seller's Agent X I	Buyer's Agent Dual	Agent	Facilitator.
401.	Keller Williams Integrity Realty (Real Estate Company Name)				
402.	THIS NOTICE DOES NOT SATISFY MINI	IESOTA STATUTORY AG	ENCY DISCLOSURE	REQUIRE	MENTS.

MN:PA-9 (8/22)



				403.	Page 10	Date August		0 2022	
					Ŭ				
404.	Property located at 5	587	Cook Avenue E		Sa	aint Paul	MN	55130	
-	-   /								

405.	DUAL AGENCY REPRESENTATION				
406.	PLEASE CHECK <u>ONE</u> OF THE FOLLOWING SELECTIONS:				
407.	<b>▼</b> Dual Agency representation <b>DOES NOT</b> apply in this transaction. Do not complete lines 408-424.				
408.	Dual Agency representation <b>DOES</b> apply in this transaction. Complete the disclosure in lines 409-424.				
409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419.	<ol> <li>the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s).</li> <li>Seller(s) and Buyer(s) acknowledge that         <ol> <li>confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other information will be shared;</li> <li>Broker and its salespersons will not represent the interest of either party to the detriment of the other; and within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of</li> </ol> </li> </ol>				
420. 421.	With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker and its salesperson to act as dual agents in this transaction.				
422.	Seller Buyer Heather Mylin  Seller Buyer				
423.	Seller				
424.	Date				

- 425. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the 426. cash outlay at closing or reduce the proceeds from the sale.
- 427. **SETTLEMENT STATEMENT:** Buyer and Seller authorize the title company, escrow agent, and/or their representatives
- 428. to disclose and provide copies of the disbursing agent's settlement statement to the real estate licensees involved
- 429. in the transaction at the time these documents are provided to Buyer and Seller.
- 430. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"): Section 1445 of the Internal Revenue Code
- 431. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold
- 432. tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller
- 433. agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.
- 434. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same
- 435. is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive
- 436. the closing and delivery of the deed.
- 437. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement
- 438. reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer
- 439. identification numbers or Social Security numbers.
- 440. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for
- 441. withholding the applicable tax, Buyer and Seller should seek appropriate legal and tax advice regarding FIRPTA
- 442. compliance, as the respective licensee's representing or assisting either party will be unable to assure either
- 443. party whether the transaction is exempt from FIRPTA withholding requirements.

MN:PA-10 (8/22)



2022 444. Page 11 Date August Cook Avenue E Saint Paul 55130 445. Property located at 587 446. FULLY EXECUTED PURCHASE AGREEMENT AND FINAL ACCEPTANCE: To be binding, this Purchase Agreement 447. and all addenda must be fully executed by both parties and a copy must be delivered. 448. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to 449. this transaction constitute valid, binding signatures. 450. **ENTIRE AGREEMENT:** This Purchase Agreement and all addenda and amendments signed by the parties shall 451. constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer and 452. Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this 453. Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Seller and 454. Buyer or by operation of law. All monetary sums are deemed to be United States currency for purposes of this Purchase 455. Agreement. 456. **SURVIVAL:** All warranties specified in this Purchase Agreement shall survive the delivery of the deed or contract 457. for deed. 458. **DATE OF THIS PURCHASE AGREEMENT:** Date of this Purchase Agreement to be defined as the date on line one 459. (1) of this Purchase Agreement. 460. **OTHER:** 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. ADDENDA: The following addenda are attached and made a part of this Purchase Agreement. 471. NOTE: Disclosures and optional Arbitration Agreement are not part of this Purchase Agreement. X Addendum to Purchase Agreement 472. 473. Addendum to Purchase Agreement: Additional Signatures Addendum to Purchase Agreement: Assumption Financing 474. Addendum to Purchase Agreement: Buyer Move-In Agreement 475. 476. | X | Addendum to Purchase Agreement: Buyer Purchasing "As Is" and Limitation of Seller Liability 477. Addendum to Purchase Agreement: Condominium/Townhouse/Cooperative Common Interest Community 478. ("CIC") 479. X Addendum to Purchase Agreement: Contract for Deed Financing 480. X Addendum to Purchase Agreement: Disclosure of Information on Lead-Based Paint and Lead-Based Paint 481. Hazards 482. Addendum to Purchase Agreement: Sale of Buyer's Property Contingency 483. Addendum to Purchase Agreement: Seller's Rent Back Agreement Addendum to Purchase Agreement: Seller's Purchase/Lease Contingency 484. 485. Addendum to Purchase Agreement: Short Sale Contingency 486. Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Water Inspection Contingency 487. Other:



		4	488. Page 12	Date Augus	st :	20	2022				
489.	Property located at 587	Cook Avenue E	s	aint Paul	MN	55	130				
491. 492.	I agree to sell the Property for terms and conditions set for I have reviewed all pages of Agreement.	th above.	I agree to purchase the Property for the price and on the terms and conditions set forth above. I have reviewed all pages of this Purchase Agreement.								
494. 495. 496. 497.	attached Addendum	ase Agreement is subject to to Purchase Agreement: nal Acceptance Date shall be m.									
498. 499.	·	and warrants, under penalty IS NOT a foreign person (i.e., a									
501.	non-resident alien individual partnership, foreign trust, or income taxation. (See lines and warranty shall survive the surviv	, foreign corporation, foreign foreign estate for purposes of 430-443.)) This representation he closing of the transaction	— Authentisks	r							
505	Jerry Krippner	08/22/22	, Heath	er Mylin	30	3/20,	/2022				
303.	(Seller's Signature) KSG Properties	(Date)	(Buyer's Signati	ure)			(Date)				
506.	X LLC/Gerald Krippner _ (Seller's Printed Name)	8/22/22	K Heather 1 (Buyer's Printed Authentisis	I Name)			/2022				
507.		(0.1.)	xx	i. VM			/2022 ——————————————————————————————————				
	(Seller's Signature)	(Date)	(Buyer's Signati	ure)			(Date)				
508.			X Gabriel M								
	(Seller's Printed Name)		(Buyer's Printed	l Name)							
509.	FINAL ACCEPTANCE DATE	<b>:</b>			_ The Final Acc	epta	nce Date				
510.	is the date on which the fully	executed Purchase Agreemen	nt is delivered.								
511. 512.		GALLY BINDING CONTRACT LEGAL OR TAX ADVICE, CON				AL.					
514.	STATEMENT: ARBITRATION	AVE RECEIVED AND HAVE HAVE HAVE AND RESIDER OUT OF THE STATE OF THE ST	NTIAL REAL P	ROPERTYA	RBITRATION A	GRE	EMENT,				
516.	SELLER(S) Jerry Krippe	ner	BUYER(S)	Heather M	ylin						
517.	SELLER(S)		BUYER(S) _	Authentision'  Society  Authentision'  Authentision'  Society  Authentision'  Society  Authentision'  Society  Authentision'  Authentision'  Society  Authentision'  Society  Authentision'  Authentision'  Society  Authentis							

MN:PA-12 (8/22)



## WIRE FRAUD ALERT



Internet fraud — the use of Internet services or software with Internet access to defraud victims — is on the rise in real estate transactions.

#### THESE SOPHISTICATED CRIMINALS COULD:

- HACK INTO YOUR E-MAIL ACCOUNT or the e-mail of others involved in your real estate transaction and may direct you to wire money to the hacker's account.
- **SEND FRAUDULENT E-MAILS** that appear to be from your real estate licensee, lender, or closing agent.
- CALL YOU claiming they have revised wiring instructions.

## **Buyers/Tenants and Sellers/Owners are advised to:**

- (1) Never wire funds without confirming the wiring instructions directly with the intended recipient.
- (2) Verify that the contact information for the wire transfer recipient is legitimate by calling a known phone number for the broker or closing agent. Do not rely on the information given to you in an e-mail communication.
- (3) Never send personal information through unsecured/unencrypted e-mail.

## If you suspect wire fraud in your transaction:

- (1) Immediately notify your bank, closing agent, and real estate licensee.
- (2) File a complaint online at the Internet Crime Complaint Center (IC3) at http://www.ic3.gov.

The undersigned acknowledge receipt of this wire fraud alert and understand the importance of taking proactive measures to avoid being a victim of wire fraud in a real estate transaction.



Min

RANSACTIONS

3.

4.

5. 6.

7.

8. 9.

10.

11. 12.

13. 14.

15.

16.

17.

18.



# DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2019 Minnesota Association of REALTORS®, Edina, MN

1. Page 1

#### ARBITRATION DISCLOSURE

You have the right to choose whether to have any disputes about disclosure of material facts affecting the use or enjoyment of the property that you are buying or selling decided by binding arbitration or by a court of law. By agreeing to binding arbitration, you give up your right to go to court for claims over \$15,000.

By signing the RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT ("ARBITRATION AGREEMENT") on page two (2), you agree to the following:

- (1) disputes with demands which fall within the jurisdictional limits of the conciliation court shall be resolved in the applicable conciliation court; and
- (2) all other disputes shall be subject to binding arbitration under the Residential Real Property Arbitration System ("Arbitration System") administered by National Center for Dispute Settlement ("NCDS") and endorsed by the Minnesota Association of REALTORS® ("MNAR"). The ARBITRATION AGREEMENT is enforceable only if it is signed by all buyers, sellers and licensees representing or assisting the buyers and the sellers. The ARBITRATION AGREEMENT is not part of the *Purchase Agreement*. Your *Purchase Agreement* will still be valid whether or not you sign the ARBITRATION AGREEMENT.

The Arbitration System is a private dispute resolution system offered as an alternative to the court system. It is not government sponsored. NCDS and the MNAR jointly adopt the rules that govern the Arbitration System. NCDS and the MNAR are not affiliated. Under the ARBITRATION AGREEMENT you must use the arbitration services of NCDS.

- All disputes about or relating to disclosure of material facts affecting the use or enjoyment of the property, excluding
   disputes related to title issues, are subject to arbitration under the ARBITRATION AGREEMENT. This includes claims
- 21. of fraud, misrepresentation, warranty and negligence. Nothing in this Agreement limits other rights you may have under
- 22. MN Statute 327A (statutory new home warranties) or under private contracts for warranty coverage. An agreement to
- 23. arbitrate does not prevent a party from contacting the Minnesota Department of Commerce, the state agency that
- 24. regulates the real estate profession, about licensee compliance with state law.
- 25. The administrative fee for the Arbitration System varies depending on the amount of the claim, but it is more than initial court filing fees. In some cases, conciliation court is cheaper than arbitration. The maximum claim allowed in conciliation
- 27. court is \$15,000. This amount is subject to future change. In some cases, it is quicker and less expensive to arbitrate
- 28. disputes than to go to court, but the time to file your claim and pre-hearing discovery rights are limited. The right to appeal an arbitrator's award is very limited compared to the right to appeal a court decision.
- 30. A request for arbitration must be filed within 24 months of the date of the closing on the property or else the
- claim cannot be pursued. In some cases of fraud, a court or arbitrator may extend the 24-month limitation period provided herein.
- 33. A party who wants to arbitrate a dispute files a Demand, along with the appropriate administrative fee, with NCDS.
- 34. NCDS notifies the other party, who may file a response. NCDS works with the parties to select and appoint an arbitrator
- 35. to hear and decide the dispute. A three-arbitrator panel will be appointed instead of a single arbitrator at the request
- 36. of any party. The party requesting a panel must pay an additional fee. Arbitrators have backgrounds in law, real estate,
- 37. architecture, engineering, construction or other related fields.
- 38. Arbitration hearings are usually held at the home site. Parties are notified about the hearing at least 14 days in advance.
- 39. A party may be represented by a lawyer at the hearing, at the party's own expense, if he or she gives five (5) days
- 40. advance notice to the other party and to NCDS. Each party may present evidence, including documents or testimony
- 41. by witnesses. The arbitrator must make any award within 30 days from the final hearing date. The award must be
- 42. in writing and may provide any remedy the arbitrator considers just and equitable that is within the scope of the parties'
- 43. agreement. The arbitrator does not have to make findings of fact that explain the reason for granting or denying an
- 44. award. The arbitrator may require the party who does not prevail to pay the administrative fee.
- 45. This Arbitration Disclosure provides only a general description of the Arbitration System and a general overview
- 46. of the Arbitration System rules. For specific information regarding the administrative fee, please see the Fee Schedule
- 47. located in the NCDS Rules. Copies of the Arbitration System rules are available from NCDS by calling (866) 727-8119
- 48. or on the Web at www.ncdsusa.org or from your REALTOR®. If you have any questions about arbitration, call NCDS
- 49. at (866) 727-8119 or consult a lawyer.



# DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT

50. Page 2

51. 52.			/OLUNTARY AGREEMENT. N PAGE ONE (1) IN FULL BEFORE SIO	GNING.
53.	RESIDENTIAL RE	AL PROPER	TY ARBITRATION AGREEMENT	Γ
54.	For the property located at _587 C	ook Avenue E		
55.	City of Saint Paul	, ,	County of Ramsey-MN	,
56.	State of Minnesota, Zip Code 55130			
57. 58. 59. 60. 61. 62. 63. 64. 65. 66.	Any dispute between the undersigned parenjoyment of the property, excluding disput dated August 20 2022 be settled as specified in the Arbitration Disservice provider. The rules adopted by REALTORS® shall govern the proceeding at the time the Demand for Arbitration is fit (1). This Agreement shall survive the delive is only enforceable if all buyers, sellers are arbitrate as acknowledged by signatures broker shall bind the broker and all licens.	tes related to tit , including clain sclosure above. National Center g(s). The rules iled and include ry of the deed or nd licensees rep below. For purp	e issues of the property covered by the Pass of fraud, misrepresentation, warranty at National Center for Dispute Settlement shows for Dispute Settlement and the Minnesthat shall govern the proceeding(s) are the rules specified in the Arbitration Discontract for deed in the Purchase Agreem resenting or assisting the buyers and selected on the Settlement, the signature of the settlement o	urchase Agreement and negligence, shall that he the arbitration sota Association of those rules in effect closure on page one tent. This Agreement there have agreed to
•		,	X	
68. 69.	(Seller's Signature)  KSG Properties  LLC/Gerald Krippner  (Seller's Printed Name)	(Bate)	(Buyer's Signature)  Heather Mylin (Buyer's Printed Name)	(Date)
70.	(Seller's Signature)	(Date)	(Buyer's Signature)	(Date)
71.	(Seller's Printed Name)		Gabriel Mylin (Buyer's Printed Name)	
72.	(Licensee Representing or Assisting Seller)	(Date)	(Licensee Representing or Assisting Buyer)	(Date)
73.	Eridge Realty, LLC (Company Name)		Keller Williams Integrity Rea	lty

74. THE RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT IS A LEGALLY BINDING CONTRACT
75. BETWEEN BUYERS, SELLERS AND LICENSEES. IF YOU DESIRE LEGAL ADVICE, CONSULT A LAWYER.

MN:DS:ADRAA-2 (8/19)





### ADDENDUM TO PURCHASE AGREEMENT: BUYER PURCHASING "AS IS" AND LIMITATION OF SELLER LIABILITY

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2020 Minnesota Association of REALTORS®, Edina, MN

1. Date \_\_August 20th, 2022

2. Page 1

## 3. IN THE EVENT SELLER HAS COMPLETED, AND BUYER HAS RECEIVED, A 4. SELLER'S PROPERTY DISCLOSURE STATEMENT, DO NOT USE THIS

5. ADDENDUM WITHOUT FIRST SEEKING LEGAL ADVICE.

6. Addendum to Purchase Agreement between parties, dated August 20 2022

7. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at

8. 587 Cook Avenue E Saint Paul MN 55130

- 9. <u>Limitation of Seller Liability:</u> The Property is being sold in its existing condition. Buyer acknowledges that the Property,
- 10. including all improvements, is being sold on an "As-Is" and "Where-Is" basis, with all existing faults. Prior to closing,
- 11. Buyer will make such inspections of the Property as are consistent with the terms of this Purchase Agreement in
- 12. order to satisfy Buyer as to the condition of the Property. The Seller warranties contained in the Purchase
- 13. Agreement shall remain unmodified by this Addendum.
- 14. The "Risk of Loss" provisions of the Purchase Agreement shall remain unmodified by this Addendum.
- 15. Seller and Buyer shall execute a Disclosure Statement: Seller's Disclosure Alternatives with the "Waiver" section
- 16. completed. Seller remains obligated to make "Other Required Disclosures" in the Disclosure Statement: Seller's
- 17. Disclosure Alternatives. Except for "Other Required Disclosures," Buyer acknowledges that Seller has not made any
- 18. oral or written representations regarding the condition of the Property subject to this Purchase Agreement. By
- 19. accepting delivery of the deed at closing, Buyer will be deemed to have accepted the condition of the Property subject
- 20. to this Purchase Agreement as satisfactory to Buyer, and Seller shall have no liability with respect to the condition of
- 21. such Property. Buyer waives any claims related in any way to the condition of the Property.

## 22. WARNING: THIS ADDENDUM WILL AFFECT THE LEGAL RIGHTS OF BUYER

23. AND SELLER. BUYER AND SELLER ARE STRONGLY ENCOURAGED TO OBTAIN

24. LEGAL ADVICE BEFORE AGREEING TO THIS ADDENDUM.

25. <b>Je</b>	Jerry Krippner	08/22/22	Heather Mylin	08/20/2022		
	(Seller)	(Date)	(Buyer)		(Date)	
			Authentisison'  9	08/20/2022		
26.	(Seller)	(Date)	(Buyer)	00/20/2022	(Date)	

THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).
 IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

MN:APA:AI (8/20)





### ADDENDUM TO PURCHASE AGREEMENT: CONTRACT FOR DEED FINANCING

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2020 Minnesota Association of REALTORS®, Edina, MN

1.	Date	August	20th,	2022		
2.	Page 1					

#### 3. THIS FORM DOES NOT SERVE AS THE ACTUAL CONTRACT FOR DEED. 4. **NOTE:** Buyer and Seller should familiarize themselves with the risks and potential liabilities of contract for deed financing. It is advisable for all parties to seek competent legal advice. 5. 2022 Addendum to Purchase Agreement between parties, dated \_\_August\_ 6. 7. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at Cook Avenue E Saint Paul 8. 9. This Addendum supersedes anything to the contrary in the Purchase Agreement. TYPE OF CONTRACT: X CONTRACT FOR DEED CONTRACT FOR DEED WITH ASSUMPTION OF FINANCING 10. (See attached Financing Addendum: Assumption.) 11. **CONTINGENCY FOR ATTORNEY REVIEW:** This Purchase Agreement IS IS IS NOT contingent upon the parties 12. consulting with legal counsel regarding the terms of this Purchase Agreement. If IS, parties have within \_ 13. Business Days of Final Acceptance Date of this Purchase Agreement to consult with legal counsel ("Consultation 14. Period"). Either party may cancel this Purchase Agreement based on consultation with legal counsel by providing written 15. 16. notice to the other party, or licensee representing or assisting the other party, of the party's intent to cancel no later than the end of the Consultation Period, in which case this Purchase Agreement is canceled. Buyer and Seller shall 17. immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money 18. paid here to be refunded to Buyer. If neither party cancels this Purchase Agreement before the end of the Consultation 19. 20. Period, then this Contingency shall be deemed removed and this Purchase Agreement shall be in full force and effect. CONTRACT FOR DEED TERMS: The parties shall utilize the Minnesota Uniform Conveyancing Blank Contract for 21. 22. Deed ("Contract for Deed") at the closing of this Purchase Agreement, and all terms in the Contract for Deed shall 23. apply unless otherwise indicated in this Purchase Agreement. 24. The Contract for Deed can be found at the Minnesota Department of Commerce's website at http://mn.gov/commerce. 25. Buyer and Seller should consult with an attorney to ensure the appropriate issues and the terms in this Purchase Agreement are addressed and properly drafted within the Contract for Deed. 26. PAYMENT TERMS: Contract for Deed amount \$ 70,000.00 27. \_\_ by Contract for Deed, between Buyer and Seller, which Buyer shall pay to Seller as follows: 28. Monthly installment payments of \$ 419.69 \_\_\_\_\_ (or more at Buyer's option). 29. 30. Payments shall be credited first to interest and remainder to principal. percent (%) per annum computed on unpaid balances. Interest at the rate of 6 31. 32. Interest rate shall not exceed the maximum lawful interest rate. October 1st, 2022 Interest shall begin accruing on \_\_\_ 33. First payment shall be due and payable on October 1st, 2022 34. Subsequent payments shall be due and payable on the $\frac{1}{2}$ day of each succeeding month. 35. The entire balance shall be due and payable in full no later than \_\_\_\_May 31st, 2023 36. The final payment **X IS IS NOT** a balloon payment. 37.



----(Check one.)-----

## ADDENDUM TO PURCHASE AGREEMENT: CONTRACT FOR DEED FINANCING

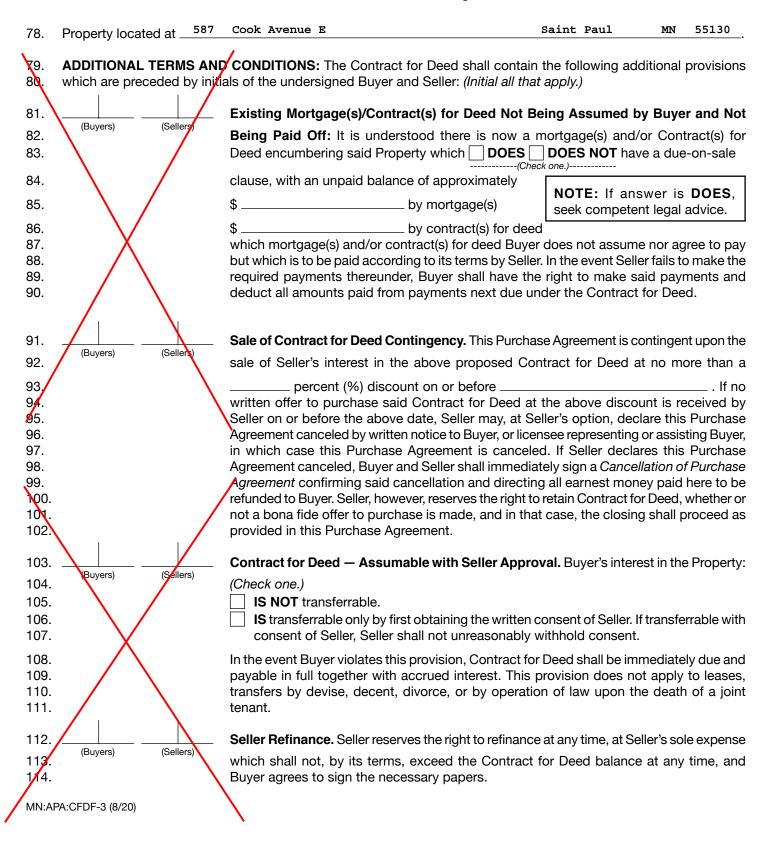
38. Page 2

39.	Property located at 587 Cook Avenue E	aint	Paul	MN	55130
40.	ALTERATION OR ADDITION TO PAYMENT TERMS:				
41.					
42.					
43.					
44.					
45.					
46.					
47. 48. 49.	<b>CREDIT APPROVAL:</b> Buyer shall furnish to Seller, for Seller's approval, a signed Business Days after Final Acceptance Date of this Purchase Agreement. Buyer a checks at Seller's expense. Buyer further agrees to sign documents necessary	uthori	zes Seller to	cond	luct credit
50. 51. 52. 53. 54.	information. Seller has 2 Business Days after receipt of the financial or deny Buyer. Approval of Buyer is within Seller's sole discretion. In the event Sel shall immediately notify Buyer in writing and this Purchase Agreement is canceled. sign a Cancellation of Purchase Agreement confirming said cancellation and direct be refunded to Buyer.	ler doe Buyer	es not appro and Seller s	ve Bu hall im	yer, Seller mediately
55. 56. 57.	TITLE, LIENS, AND ENCUMBRANCES:  AT TIME OF DELIVERY OF THE DEED: Upon Buyer's full satisfaction of the Pur of the Contract for Deed, Seller shall provide Buyer with a fully executed and reco			•	rformance
58. 59.	<b>WARRANTY DEED or</b> OTHER: subject only to those exceptions listed in the <i>Deed/Marketable Title</i> section of	f this F	Purchase Ag	reeme	ent; and
60.	☐ IF CHECKED, the following liens or encumbrances:				
61.					
62. 63. 64. 65.	TAXES, ASSESSMENTS, AND INSURANCE: Taxes and assessments due and par prorated as agreed in this Purchase Agreement. Taxes and assessments for all subspeed shall be paid by Buyer before any penalty accrues. Insurance shall common continue until the Contract for Deed is paid in full, and shall conform with the term	oseque ence d	ent years of on the date	the Co	ontract for sing, shall
66.	Taxes, assessments, and insurance shall be paid in the following manner: (Check	one.)			
67. 68.	Buyer to pay 1/12ths taxes and hazard insurance premiums to Seller each mor interest payments. Seller agrees to pay the real estate taxes and insurance pr				
69.	OR;				
70. 71.	Buyer shall pay real estate taxes and hazard insurance premiums directly as the with paid receipt of same.	ney be	come due a	nd fur	nish Seller
72.	OR;				
73. 74.	Tax and insurance escrow: If the real estate taxes and hazard insurance prem mortgage payments, Buyer shall pay said tax and insurance escrows to the mortgage payments.			in the	assumed
75.	OR;				
76.	Other:				



### ADDENDUM TO PURCHASE AGREEMENT: CONTRACT FOR DEED FINANCING

77. Page 3





## ADDENDUM TO PURCHASE AGREEMENT: CONTRACT FOR DEED FINANCING

115. Page 4

116.	Property located at58	7 Cook Avenue E	Saint	Paul MN	55130	
117.		<ul><li>Furnishing of Labor or Ma</li></ul>	terials. Buyer shall not, durin	ng the term of thi	s Contract	
118. 119.	(Sellers) (Sellers)		to be delivered or labor to be the Contract for Deed the			
120. 121. 122. 123. 124.		or liens for labor and materia	, unless Buyer firstes to indemnify and hold harm als or services made against to costs of enforcing this indemnit	less Seller agains the Property cove	t all claims red by the	
125.	(Buyers) (Sellers)	Other Terms. For further to	erms, see attached Addendu	m to Purchase A	greement.	
126.	IMPORTANT INFORMAT	TION ABOUT CONTRACTS FOI	R DEED:			
127.	(A) Seller:					
128.	S a Multiple Sell	er of residential real property. (If	checked, complete lines 130	<b>-137.</b> )		
129.	<b>X</b> IS NOT a Multipl	e Seller of residential real proper	ty. (If checked, disregard line	s 130-137.)		
130. 131.						
132.	(B) Buyer:					
133.	x is represented by	y a licensee who is not a dual ag	ent. (If checked, <b>disregard lin</b>	es 134-137.)		
134.	is represented by	y a lawyer. (If checked, <b>disregar</b> o	d lines 135-137.)			
136.	Important Information Ab	are checked, then Minnesota law rout Contracts for Deed. Buyer acof this Purchase Agreement.				
138.	OTHER:					
139.						
140.						
141.						
142	- Authentisism Jerry Krippner	08/22/22	Heather Mylin	08/20/2022	!	
172.	(Seller)	(Date)	(Buyer)  Authentision		(Date)	
143.			D.C. Mys	08/20/2022		
	(Seller)	(Date)	(Buyer)		(Date)	
144. 145.		LEGALLY BINDING CONTRAC RE LEGAL OR TAX ADVICE, CO				

MN:APA:CFDF-4 (8/20)





## IMPORTANT INFORMATION ABOUT CONTRACTS FOR DEED

### 1. Know What You Are Getting Into

- (1) A contract for deed is a complex legal agreement. You are NOT a tenant. Mortgage foreclosure
   laws don't apply.
- 4. (2) You should know ALL of your obligations and rights before you sign a purchase agreement or contract for deed.
- 6. (3) You (Seller must circle one):

7. (a) **DO NOT** have to pay homeowner's insurance.

8. (b) **DO NOT** have to pay property taxes.

9. (c) **DO NOT** have to make and pay for some or all of the repairs or maintenance, as described in the contract for deed.

- 11. (4) After some time, you may need to make a large lump sum payment (called a "balloon payment").
- 12. Know when it is due and how much it will be. You'll probably need to get a new mortgage, another financial arrangement, or pay for the balance in cash at that time.
- 14. (5) If you miss just a single payment or can't make the balloon payment, the seller can cancel your
  15. contract. You will likely lose all the money you have already paid. You will likely lose your ability
  16. to purchase the home. The seller can begin an eviction action against you in just a few months.
- 17. (6) Within four (4) months of signing the contract for deed, you must "record" it in the office of the county recorder or registrar of titles in the county in which the property is located. If you do not do so, you could face a fine.

## 20. Key Things Highly Recommended Before You Sign

- 21. (1) Get advice from a lawyer or the Minnesota Home Ownership Center at 1-866-462-6466 or go to www.hocmn.org. To find a lawyer through the Minnesota State Bar Association, go to www.mnfindalawyer.com.
- 24. (2) Get an independent, professional appraisal of the property to learn what it is worth.
- 25. (3) Get an independent, professional inspection of the property.
- 26. (4) Buy title insurance or ask a real estate lawyer for a "title opinion."
- 27. (5) Check with the city or county to find out if there are inspection reports or unpaid utility bills.
- 28. (6) Check with a title agent or the county where the property is located to find out if there is a mortgage or other lien on the property and if the property taxes have been paid.
- 30. (7) Ensure that your interest rate does not exceed the maximum allowed by law by calling the Department of Commerce to get a recorded message for the current month's maximum rate.

## 32. If You Are Entering into a Purchase Agreement

- 33. (1) If you haven't already signed the contract for deed, you can cancel the purchase agreement (and get all your money back) if you do so within five business days after getting this notice.
- 35. (2) To cancel the purchase agreement, you must follow the provisions of Minnesota Statutes, section 559.217, subdivision 4. Ask a lawyer for help.

37. Heather Mylin August 20 2022

(Buyer) August 20 2022

(Buyer) August 20 2022

(Buyer) (Date)

MN:IIACD (8/14)





#### ADDENDUM TO PURCHASE AGREEMENT

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2020 Minnesota Association of REALTORS®, Edina, MN

		1.	Date	_ A	ugust	22nd,	2022		
		2.	Page	e 1					
3.	Addendum to Purchase Agreement between parties, da			gust				20	2022
4.	(Date of this Purchase Agreement), pertaining	to	the				sale o		•
5.	587 Cook Avenue E				Saint	Paul		MN	<u>55130</u> .
6. 7.	In the event of a conflict between this Addendum and any in this Addendum shall govern.	oth	er pro	vision	of the	Purcha	ase Agre	eement, tl	ne language
8.	Buyer understands that this is a Category 3 Vacan								
9.	does not transfer until a Certificate of Occupant completed. Down payment is due at closing and with the complete comple	lĪ k	e hel	ld in	escro	w unt	il the	transfe	r
10.	of the title. It is the responsibility of the buy Balloon payment is due no later than May 31, 202								
11.	the certificate of occupancy is awarded.								
12.	It is understood and acknowledged by both partie	s th	nat th	he Sel	ller i	s a l	icensed	d real e	state
13.	agent in the State of Minnesota.								
	Buyer is responsible for snow removal, water, sevacant building fee if the City of St. Paul/depit. Building and property will be maintained by	artn	ment o	of Sai	gas, Eety a	elect: and In	ricity spectio	and the	upcoming not waive
15.	Purer understands that if they are not able to n		_		code	comp1	iance a	and meet	the time
16.	line that the city of St. Paul/ DSI has set out					_			
17.	Seller requires that the General Contractor, subpaid.	s ar	nd sul	bconti	cactor	s sig	n Lien-	-waivers	when
	Lien Waivers will be provided to seller as protection	ctic	on of	mecha	anic's	lien	s and p	proof of	payment.
19.									
20.									
21.									
22.									
23.									
24.									
25.									
26.									
<ul><li>27.</li><li>28.</li></ul>									
29.									
30.									
00.	— Authentision*		- Authent	tisign°					
31.	Jerry Krippner 08/22/22		Heat	ther	Myli	n	30	3/22/202	2
	(Seller) (Date)	(E	Buyer)  - Authenti	isign°					(Date)
			9).		Mos	_	08	/22/2022	2
32.	(Seller) (Date)	(E	Buyer)		<u> </u>				(Date)
33.	THIS IS A LEGALLY BINDING CONTRAC	ТВІ	ETWE	EN BU	JYER(	S) ANI	SELLI	ER(S).	

IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

Minnesota Realtors®

34.