

07-40539
STATE OF MINNESOTA
COUNTY OF RAMSEY

DISTRICT COURT
SECOND JUDICIAL DISTRICT

In the matter of Petition of

The Bank of New York Mellon Trust
Company, National Association

CONSENT

for an Order directing the entry of
a new Certificate of Title after
mortgage foreclosure

Court File No _____

The undersigned, having been first duly sworn on oath, state as follows

- 1 That the undersigned waive service of an Order to Show Cause and further consent(s) to entry of the Order in the above captioned case

Dated 10-10-08

(Signature)

Jinsil Hwang
printed name

Dated _____

(Signature)

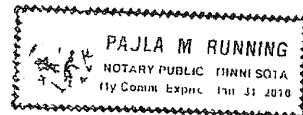
printed name

STATE OF MINNESOTA)
COUNTY OF Ramsey) ss

This instrument was acknowledged before me this 10 day of

October, 2008 by Jinsil Hwang, single

Notary Public



B Type of Loan			
1 <input type="checkbox"/> FHA	2 <input type="checkbox"/> FmHA	3 <input type="checkbox"/> Conv Unins	6 File Number
4 <input type="checkbox"/> VA	5 <input type="checkbox"/> Conv Ins		8 18016 CA
		7 Loan Number	8 Mortgage Insurance Case Number
<p>C NOTE This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked (p o c) were paid outside of the closing they are shown here for informational purposes and are not included in the totals.</p>			
D Name and Address of Borrower		E Name and Address of Seller	F Name and Address of Lender
JINSIL HWANG 1485 HIGHVIEW AVENUE EAGAN MN 55121		EMC MORTGAGE CORPORATION # 0022583888 2780 LAKE VISTA DRIVE LEWISVILLE TX 75067	
G Property Location		H Settlement Agent	
1204 PACIFIC STREET ST PAUL MN 55106		BURNET TITLE	
COUNTY RAMSEY PARCEL ID 33 29 22 44 0064		Place of Settlement 7550 FRANCE AVENUE SOUTH #120 EDINA MN 55435	I Settlement Date 10/10/2008 Disbursement Date 10/10/2008
J SUMMARY OF BORROWER'S TRANSACTIONS		K SUMMARY OF SELLER'S TRANSACTIONS	
100 Gross Amount Due From Borrower		400 Gross Amount Due To Seller	
101 Contract Sales Price	\$16 000 00	401 Contract Sales Price	\$16 000 00
102 Personal Property		402 Personal Property	
103 Settlement Charges to Borrower	\$897 00	403	
Adjustments For Items Paid By Seller In Advance		Adjustments For Items Paid By Seller In Advance	
113 City/Town Taxes		413 City/Town Taxes	
114 County Taxes 1 357 09/6 mos 10/10/2008 to 1/1/2009	\$612 17	414 County Taxes 1 357 09/6 mos 10/10/2008 to 1/1/2009	\$612 17
118 Assessments		418 Assessments	
119		419	
120 Gross Amount Due From Borrower		420 Gross Amount Due To Seller	
	\$17 509 17		\$16 612 17
200 Amounts Paid By Or In Behalf Of Borrower		500 Reductions In Amount Due To Seller	
201 Deposit or Earnest Money	\$1 000 00	501 Excess Deposits	
202 Principal		502 Settlement Charges to Seller	\$10 194 40
203 Existing Loan(s) Taken Subject to		503 Existing Loan(s) Taken Subject to	
Adjustments For Items Unpaid By Seller		Adjustments For Items Unpaid By Seller	
210		510	
211		511	
212		512	
213 City/Town Taxes		513 City/Town Taxes	
214 County Taxes		514 County Taxes	
218 Assessments		518 Assessments	
219		519	
220 Buyer's Total Credits		520 Seller's Total Charges	
	\$1 000 00		\$10 194 40
300 Cash At Settlement From/To Borrower		600 Cash At Settlement To/From Seller	
301 Gross Amount Due From Borrower (line 120)	\$17 509 17	601 Gross Amount Due To Seller (line 420)	\$16 612 17
302 Less Amounts Paid By/For Borrower (line 220)	\$1 000 00	602 Less Deductions In Amt Due To Seller (line 520)	\$10 194 40
303 Cash [X] From [] To Borrower		603 Cash [X] To [] From Seller	
	\$16 509 17		\$6 417 77

L Settlement Statement

	Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
700 Total Sale Commission 18000 00 @ 10.3125 % = 1850 00		
Division of Commission (line 700) As Follows		
701 \$650 00 to Coldwell Banker Burnet		\$1 650 00
702 \$1000 00 to Coldwell Banker Burnet		\$200 00
703 Commission paid at settlement		
708 Referral Fee to Coldwell Banker REO Division		\$1 650 00
709 Broker Administrative Commission (Selling) to Coldwell Banker Burnet	\$395 00	
710 (See Exhibit 710)		\$1 075 00
711 Bonus Selling Agent to Coldwell Banker Burnet		\$500 00
800 Items Payable In Connection With Loan		
801 Loan Origination Fee		
802 Loan Discount		
803 Appraisal Fee		
804 Credit Report		
805 Lender Inspection Fee		
900 Items Required By Lender To Be Paid In Advance		
901 Interest		
902 Mortgage Insurance Premium		
903 Hazard Ins Premium to		
904 Flood Ins Premium to		
1000 Reserves Deposited With Lender		
1001 Hazard Ins Reserve		
1002 Mortgage Ins Reserve		
1003 City Property Taxes		
1004 County Property Taxes		
1010 Aggregate Accounting Adjustment		
1100 Title Charges		
1101 Settlement/Closing Fee to Burnet Title		\$400 00
1102 Abstract or Title Search to Burnet Title		\$185 00
1103 Title examination to Burnet Title		
1104 Title Insurance Binder	\$145 00	
1105 Document preparation		
1106 Notary Fee		
1107 Attorney Fee		
1108 Title Ins Total to Burnet Title	\$180 00	
1109 Lender's Coverage \$0 00 (\$)		
1110 Owner's Coverage \$16000 00 (\$180 00)		
1117 Recording Service Charge to Burnet Title	\$25 00	\$100 00
1119 Wire Transfer Fee to Burnet Title		\$25 00
1121 Plat Inspection Fee to Burnet Title	\$80 00	
1123 Assessment Search and Review to Burnet Title		\$35 00
1131 Preliminary Title Work to Burnet Title		\$400 00
1147 Pre approval fee to Ramsey County		\$75 00
1148 Proceeding Subsequent Monitoring fee to Burnet Title		\$200 00
1200 Government Recording And Transfer Charges		
1201 Recording Fees for Deed 92 00 Recording Fees for Mortgage	\$92 00	
1203 State Deed Tax 54 40		\$54 40
1207 Conservation Fees		\$5 00
1211 Power of Attorney Recording		\$92 00
1224 Other Recording Fee Record Aff of Attorney in Fact		\$92 00
1225 Other Recording Fee Record Cart of Trust		\$92 00
1226 Other Recording Fee Record Aff of Trustee		\$92 00
1300 Additional Settlement Charges		
1301 Survey		
1302 Pest inspection		
1305 2008 RE TAXES to Ramsey County (POC 3 368 00)		
1306 Levied Assessments to City of St Paul		\$4 835 77
1307 Water to City of St Paul Water Billing		\$85 23
1308 Pending assessment to BUYER TO ASSUME PENDING ASSESSMENT PER P A (POC 230 00)		
1400 Total Settlement Charges	\$897 00	\$10 194 40

I have carefully reviewed the HUD 1 Settlement Statement and to the best of my knowledge and belief it is true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD 1 Settlement Statement.

BUYERS

SELLERS

EMC Mortgage Corporation # 0022583868

Jinshil Hyang
The HUD 1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent

Date

10/10/2008

BURNET TITLE

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

Exhibit 710

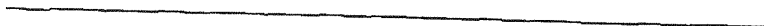
Management Fee to Coldwell Banker REO Division
Technology Fee to REO TRANS # 342663

Buyer(s)

Seller(s)

\$925 00

\$150 00



STATE OF MINNESOTA

} ss

Affidavit Regarding Purchaser(s)

COUNTY OF Hennepin

Jinsil Hwang being first duly sworn on oath say(s) that

1 (They are) (he is) (he knows) _____
the person(s) named as grantee(s) in the document dated _____ and filed for record
of _____ Page _____ as Document No _____ (or in Book _____
Ramsey County Minnesota **SEE ATTACHED EXHIBIT A**

2 Said person(s) (is) (are) of legal age and under no legal disability and (is) (is not) (are) (are not) a Citizen(s) of the United States

3 There are no
a Bankruptcy divorce or dissolution proceedings involving said person(s) during the time period in which said person(s) have had any interest in the premises described in the above document ('Premises')
b Unsatisfied judgments of record against said person(s) nor to your Affiant(s) knowledge any actions pending in any courts which affect the Premises
c Tax liens against said person(s) except as herein stated

4 Any bankruptcy divorce or dissolution proceedings of record against parties with the same or similar names during the time period in which the above named persons(s) (has) (have) had any interest in the Premises are not against the above named person(s)

5 Any judgments or tax liens of record against parties with the same or similar names are not against the above named person(s)

6 Said person(s) (has) (have) not ordered or arranged for any labor or materials to be furnished to the Premises for which payment has not been made

7 There are no persons in possession of any portion of the Premises of which Affiant(s) (has) (have) knowledge other than pursuant to a recorded document except as stated herein

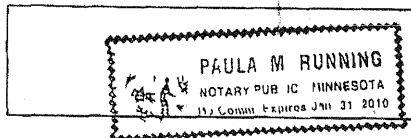
That Affiant(s) know(s) the matters herein stated are true and make(s) this Affidavit for the purpose of inducing the acceptance of title to the Premises

Jinsil Hwang

Subscribed and sworn to before me this _____

Signature of Notary Public or other Official

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)



THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

Burnet Title
5151 Edina Industrial Boulevard Suite 500
Edina MN 55439

8-18016

(rev 8/08)

EXHIBIT "A"

Legal Description

File No 8-18016

See Exhibit A attached hereto

STATE OF MINNESOTA

} ss

Affidavit Regarding Purchaser(s)

COUNTY OF Hennepin

Jinsil Hwang being first duly sworn on oath say(s) that

1 (They are) (he is) (he knows) _____
the person(s) named as grantee(s) in the document dated _____ and filed for record
of _____ as Document No _____ (or in Book _____
Page _____) in the Office of the (County Recorder) (Registrar of Titles) of
Ramsey County Minnesota **SEE ATTACHED EXHIBIT A**

2 Said person(s) (is) (are) of legal age and under no legal disability and (is) (is not) (are) (are not) a Citizen(s) of the United States

3 There are no
a Bankruptcy divorce or dissolution proceedings involving said person(s) during the time period in which said person(s) have had any interest in the premises described in the above document (Premises)
b Unsatisfied judgments of record against said person(s) nor to your Affiant(s) knowledge any actions pending in any courts which affect the Premises
c Tax liens against said person(s) except as herein stated

4 Any bankruptcy divorce or dissolution proceedings of record against parties with the same or similar names during the time period in which the above named persons(s) (has) (have) had any interest in the Premises are not against the above named person(s)

5 Any judgments or tax liens of record against parties with the same or similar names are not against the above named person(s)

6 Said person(s) (has) (have) not ordered or arranged for any labor or materials to be furnished to the Premises for which payment has not been made

7 There are no persons in possession of any portion of the Premises of which Affiant(s) (has) (have) knowledge other than pursuant to a recorded document except as stated herein

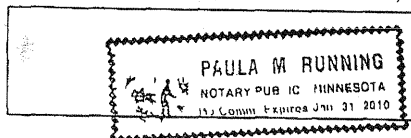
That Affiant(s) know(s) the matters herein stated are true and make(s) this Affidavit for the purpose of inducing the acceptance of title to the Premises

Jinsil Hwang

Subscribed and sworn to before me this 18/10/08

Paula M Running
Signature of Notary Public or other Official

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)



THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

Burnet Title
5151 Edina Industrial Boulevard Suite 500
Edina MN 55439

8-18016

(rev 8/08)

EXHIBIT "A"

Legal Description

File No 8-18016

See Exhibit A attached hereto

BURNET TITLE
5151 Edina Industrial Boulevard Suite 500
Edina, MN 55439
Phone 952-844-6200

TI Closer Paula M Running TI Office Burnet Title Date October 10 2008
RE Closer Paula M Running RE Office Burnet Title File No 8-18016
Production # 440059
Property Address 1204 Pacific Street St Paul MN 55106
Buyer(s) Jinsil Hwang County Ramsey

TITLE EVIDENCE VERIFICATION

SECTION A "Property Type"

- 1 The property is all or part Abstract property
- 2 The property is all or part Torrens Property (If Torrens only, Sections B and C are not applicable)

SECTION B "Title Evidence Provided For Examination Of Abstract Property"

- 1 An updated Abstract of Title is in Burnet Title's possession The title insurance commitment was produced through an examination of the abstract
- 2 The Abstract of Title is in Burnet Title's possession and was used as title evidence only The title insurance commitment is based upon a search of the public records
- 3 An Abstract of Title has not been provided to Burnet Title The title insurance commitment is based upon a search of the public records and/or prior policy
- 4 The title insurance commitment is based upon a master title policy and/or master exam in accordance of the terms of the purchase agreement

SECTION C "Abstract Storage Option"

- 1 Buyer requests Burnet Title to store the abstract for an annual fee of \$25 00 \$25 00 was collected as payment for the first year s fee **Note With the purchase of an Owner's Policy of title insurance from Burnet Title the first year of storage is at no cost**
- 2 The undersigned requests the Abstract of Title be sent by US Government mail to _____
- 3 The Abstract of Title is **not wanted** by the undersigned and is **released** to Burnet Title
- 4 **The undersigned took possession of the Abstract of Title at closing and acknowledges receipt with the signature below**

Section D "Title Insurance Options (Not applicable for Refinance Transactions)"

- 1 I/we request an Owner's Policy of Title Insurance in the amount of \$16,000.00 for an amount of \$ _____
- 2 I/we decline an Owner's Policy of Title Insurance
- 3 This closing was facilitated through the buyer providing an Attorney's Title Opinion to Burnet Title


Signature

Signature

(rev 7/10/08)



TRANSACTION INFORMATION, COMPLIANCE AND INDEMNITY AGREEMENT

Property 1204 Pacific Street St Paul MN 55106

Seller(s) EMC Mortgage Corporation

Buyer(s) Jinsil Hwang

File No 8 18016

Closing Date October 10 2008

- A AFFILIATION AND LEGAL ADVISE DISCLOSURE** Burnet Title LLC d/b/a Burnet Title and Burnet Title of Wisconsin (an affiliate of Coldwell Banker Burnet Realty NRT Insurance Agency Inc and PHH Home Loans LLC d/b/a/ Burnet Home Loans) and its employee(s) may be acting as a closing agent and or title insuring agent in your transaction **Under applicable law we have not, and may not express any opinion regarding the legal effects of the closing documents or of the closing itself**
- B FUNDS DEPOSIT** Funds received by Burnet Title will be deposited in a non interest bearing account No interest will be paid to the Buyer(s) or Seller(s) on the funds in the account Burnet Title and its affiliates may receive direct or indirect benefits from depositories as a result of the aggregated balances in such account and other accounts established by Burnet Title
- C LIEN RELEASE** As a requirement of closing Burnet Title may be requested to pay off a mortgage lien or debt Burnet Title does not guarantee that the creditor will provide an acceptable and recordable satisfaction of the mortgage or lien
- D DISBURSEMENT AND CLERICAL ERRORS** Buyer(s) agree to cooperate and adjust for clerical errors or oversights on any of the closing documentation if requested by the mortgage company Burnet Title or the title insurance underwriter This includes but is not limited to typographical errors omissions missed or incorrect fees or expenses, verifications etc
- E AUTHORITY TO REQUEST AND RECEIVE INFORMATION** Buyer(s) authorize Burnet Title to request and receive information on their behalf including but not limited to lenders mortgagees and creditors as the information pertains to the property and or closing identified in this agreement This authorization is expressly made for the purpose of investigating matters as needed after the closing
- F INDEMNITY** Buyer(s) indemnify and hold harmless Burnet Title against all costs damages including but not limited to attorney fees or costs which may arise by reason of any action written notice request waiver or other document believed to be genuine and taken in good faith for the purpose of closing this transaction
- G TITLE INSURANCE** Buyer(s) acknowledge that the purchase of the Property results from a transfer made by a mortgagee under a mortgage foreclosure or deed in lieu thereof Burnet Title makes no representation and does not provide any title coverages to the Buyer(s) for any matter or title claim to which the Buyer(s) agreed to take subject to or assume in the Purchase Agreement

Buyer understands that some or all of the following exceptions will be excluded from coverage on the owner's policy of title insurance issued by Burnet Title if the Buyer agreed to take subject to or assume any title matters in the Purchase Agreement or the Seller has not provided satisfactory evidence to satisfy any requirement to remove the same from the owner's policy

EXCEPTIONS TO THE OWNERS POLICY

- 1 Rights or claims of parties in possession not shown by the public records
 - 2 Encroachments overlaps, boundary line disputes unrecorded easements or other matters which would be disclosed by an accurate survey and inspection of the premises
 - 3 Any Lien or rights to a lien for services labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records
 - 4 All pending assessments if any
 - 5 Homeowners Association monthly dues and assessments levied or pending if any
 - 6 Any Assessments or charges for utility water sewer fees open city work order diseased tree removal or other fees levied by the local municipality
 - 7 Covenants conditions restrictions and easements of record if any
 - 8 Rights of tenants as tenants only
 - 9 Rights of the Public to streets highways and/or alleys
 - 10 Any other matter which would be insured by the owner's title policy but was either assumed or accepted by the Buyers in the Purchase Agreement, or which the Buyer was aware of and did not disclose to Burnet Title in writing prior to closing
- H PROPERTY "AS IS"** Buyer(s) acknowledge that Burnet Title is not responsible for nor makes any representation regarding the receipt, effect or accuracy of any report well disclosures septic disclosures or certifications city compliance codes and or regulations Truth-In-Sale-of Housing evaluations zoning ordinances land division regulations covenants conditions restrictions easements or building restrictions which may pertain to or affect the land or improvements Burnet Title IS NOT familiar with the condition of the property and makes no representations or warranties regarding the same

I **COMPLIANCE, REGULATIONS & DISCLOSURES** The Buyer(s) accept full responsibility for compliance with all municipality requirements including but not limited to Truth In Sale-of-Housing evaluations and/or code compliance regulations well disclosures and regulations and septic disclosures or regulations The undersigned agree to indemnify and hold Burnet Title harmless from the same

J **ASSESSMENTS AND WATER/SEWER FEES** The Buyer(s) agree to pay all special assessments as agreed upon in the Purchase Agreement and/or required by the Mortgage Company and to indemnify and hold Burnet Title harmless from the same

The Buyer(s) acknowledge that Burnet Title receives written or verbal information on assessments from the City County and vendors who supply the information and does not guarantee the accuracy of the assessment information received

Buyer assumes all responsibility for all remaining assessments pending or levied water and sewer expenses, city management fees or violations fees pending or levied which are not paid by Seller at closing The Buyer acknowledges that Burnet Title has not made and makes no representations regarding pending assessments or the amount of the water and sewer bill currently owed or future water and sewer bills or any other fee to any governing authority and has no responsibility for the payment of the same All disputes, discrepancies, unpaid bills shortages or other matters involving any pending assessment or water and sewer bill city management fees or violation fees or fees to any other governing authority are to be resolved between the undersigned buyer(s) and the seller(s) without assistance from Burnet Title

K **PROPERTY TAXES** Burnet Title will not include levied assessment in the prorating of taxes unless agreed upon in the Purchase Agreement Prorating taxes non-homestead taxes and tax escrows, as agreed upon in the Purchase Agreement and/or required by the mortgage company, are based on the current year s taxes or an estimate of next year s taxes In the event that the current year s taxes are not available and no tax estimate is available the taxes will be based on the prior year Burnet Title receives the tax figures in writing or verbally from the county city or vendors who supply the information Burnet and does not guarantee the accuracy of the tax information received The Buyer(s) hereby releases Burnet Title from any obligation or liability should the actual tax figures differ in any way

The Buyer(s) acknowledge that they have all received a copy of the deed and verbal instructions for filing for homestead tax credit Burnet Title does not make any representation regarding current or future homestead tax status

NOTE If the buyer(s) is not escrowing for the payment of real estate taxes the taxes are due in two yearly installments on May 15th the other on October 15th If a tax statement is not received prior to the due date please contact the Treasurer s Office to request a duplicate copy

L **HOMEOWNERS ASSOCIATION** Buyer is aware there may be a Homeowner s Association(s) affecting the subject property In the event property is subject to a Homeowner s association the Buyer is responsible to comply with Homeowner Associations transfer of ownership requirements and to pay all transfer fees if any Burnet Title makes no representation regarding existence or non-existence of any Homeowners Associations or any delinquent owed or future assessment dues or fees

M **If there is more than one buyer**, the buyers have instructed Burnet Title to establish title as **TENANTS IN COMMON OR JOINT TENANTS** (circle one)

Jinsil Hwang (provide marital status and spouse name if not already provided) _____

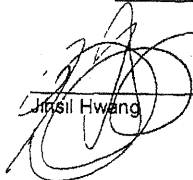
Hm Phone _____

Wk Phone 952 941 5767 Email jinsil_hwang@hotmail.com

(provide marital status and spouse name if not already provided) _____

Hm Phone _____

Wk Phone _____ Email _____



Jinsil Hwang

8-18016

IMPORTANT TAX INFORMATION

Jinsil Hwang
1204 Pacific Street
St Paul MN 55106

PID No 33 29 22 44 0064

Your monthly mortgage payment includes an escrow for the payment of your property taxes which will be paid directly to the county by your lender

You are responsible for the payment of your property taxes They are due on May 15 and October 15 of each year Please contact the county directly for a tax statement
NOTE You will not receive a tax statement in the mail Please contact the county directly for a duplicate copy of the tax statement

2009

Ramsey County Treasurer
90 Plato Boulevard West
St Paul MN 55102
Phone No 651-266-2000

You are required to furnish proof of payment of your property taxes to your lender or contract for deed vendor

Jinsil Hwang

(rev 11/29/07)



REC# 0322583048

**WAIVER & RELEASE
REGARDING PROPERTY CONDITION**

All named Buyers must initial this document at the time of CONTRACT, thereby acknowledging this form's existence and this form's requirement at CLOSING

BUYER(S)' INITIALS

This document must accompany any contract sent to Seller for acceptance. Only at CLOSING should Buyer(s) sign and date.

In consideration of the purchase of the property located at 1204 PACIFIC ST ST PAUL MN 55108 (the "Property") pursuant to the contract of sale between [initials] [name] (the "Purchaser") and the Seller, dated [date] (the "Contract") PURCHASER ACCEPTS THE PROPERTY IN ITS "AS IS" CONDITION AT THE TIME OF CLOSING AND HEREBY RELEASES SELLER AND ITS AGENTS FROM LIABILITY FOR ANY KNOWN OR UNKNOWN DEFECT IN THE PROPERTY AND/OR ITS COMPONENTS AND CONTENTS now existing or which may arise in the future, or which Seller may have undertaken to repair or replace prior to the date of this Release and Purchaser hereby waives any rights which Purchaser may now have or which may arise in the future regarding the repair or replacement of any defect in the Property or its components by Seller.

Purchaser acknowledges that the Seller has acquired the Property as a result of some type of legal collection efforts including, but not limited to foreclosure. The Property is not new and is being sold in its present condition WITHOUT REPRESENTATION OR WARRANTY (EXPRESSED OR IMPLIED) regarding the condition of Property and that this fact may be reflected in the condition of the Property including but not limited to fixtures such as heating air conditioning units, appliances and any mechanical components appurtenant to the Property.

Purchaser acknowledges that the Seller gave Purchaser the right to inspect Property and its contents and at PURCHASER'S expense have the Property and its contents inspected by another person to determine whether any defects exist. Seller has performed all repairs and/or replacements required under the terms and conditions of the Contract and other repairs which Seller may have agreed to perform. It is to the complete satisfaction of the Purchaser.

If Purchaser chose not to inspect the property and its contents or if the Purchaser did not cause a complete inspection of the Property to be made or if Purchaser did not inform Seller in writing of any defects in the Property within the time limit set forth in the Contract then Purchaser is deemed to have accepted the condition of the Property and its components and contents as satisfactory and Seller and its agents have no liability with respect to them.

EXECUTE THIS WAIVER AND RELEASE ONLY AT CLOSING AND NOT PRIOR THERETO

Executed this 10 day of Oct 2008

Witnesses

(Selling Agent)

(Buying Agent)

(Witness)

P. Hennig

(Witness)

Purchaser(s)

(Purchaser)

THIS DOCUMENT IS A REQUIREMENT ON ALL CLOSINGS!

By Corporation

No delinquent taxes and transfer entered Certificate of Real Estate Value () filed () not required Certificate of Real Estate Value No _____

_____ Date _____

_____ County Auditor _____

By _____ Deputy _____

(reserved for recording data)

DEED TAX DUE HEREON \$ _____
Date 10/7/01

FOR VALUABLE CONSIDERATION The Bank of New York Trust Company National Association as successor in interest to JPMorgan Chase Bank, NA f/k/a JPMorgan Chase Bank as Trustee(s) for Structures Asset Mortgage Investment II Trust Mortgage Pass Through Certificates Series 2006-AR3 Grantor(s) hereby conveys to Jinsil Hwang, Grantee(s) real property in Ramsey County Minnesota described as follows

See attached legal description

together with all hereditaments and appurtenances belonging thereto
Check box if applicable

- The Seller certifies that the seller does not know of any wells on the described real property
- A well disclosure certificate accompanies this document
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described property have not changed since the last previously filed well disclosure certificate

TRUSTEE

The Bank of New York Trust Company National Association, as successor in interest to JPMorgan Chase Bank NA f/k/a JPMorgan Chase Bank as Trustee for Structures Asset Mortgage Investment II Trust Mortgage Pass Through Certificates Series 2006 AR3



Craig Reuter
Assistant Vice President

[Signature]

of EMC Mortgage Corporation Attorney in Fact for The Bank of New York Trust Company National Association as successor in interest to JPMorgan Chase Bank NA f/k/a JPMorgan Chase Bank as Trustee for Structures Asset Mortgage Investment II Trust Mortgage Pass Through Certificates Series 2006 AR3 a United States National Association on behalf of the National Association

Assistant Vice President

its

STATE OF SEE ATTACHED)
COUNTY OF _____) ss

This instrument was acknowledged before me on SEE ATTACHED by the of _____ a corporation under the laws of _____ on behalf of the corporation as Trustee of Grantor(s)

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

Burnet Title
5151 Edina Industrial Boulevard Suite 500
Edina MN 55439

8-18018/440058
Property 1204 Pacific St St Paul MN

see attached
Signature of Person Taking Acknowledgment

Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantor)

Jinsil Hwang
1204 Pacific St
St Paul, Mn 55106

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Texas

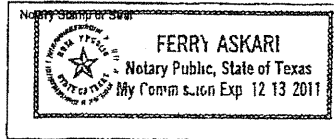
County of Denton

On this 7th day of October A.D. 2008 before me a Notary Public within and for said County personally appeared

Craig Renter the AVP of EMC Mortgage Corporation Attorney in Fact for The Bank of New York Trust Company National Association, as successor-in-interest to JPMorgan Chase Bank NA f/k/a JPMorgan Chase Bank as Trustee for Structures Asset Mortgage Investment II Trust Mortgage Pass-Through Certificates Series 2006 AR3 a United States National Association on behalf of the National Association

to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that AVP executed the same as _____ free act and deed

[Signature]
Notary Signature



Property: 1204 Pacific St. Paul MN 55106

EXHIBIT "A"

Legal Description

File No. 8-18016

Parcel 1

Lot One (1), Schorr's Subdivision, except that part of said Lot One (1) lying West of the East line of Lot Three (3) of Larkin's Subdivision of Lots 1 and 2, Block 30, Suburban Hills Addition to Saint Paul, extended Southerly to the South line of Lot One (1) of said Schorr's Subdivision, Ramsey County, Minnesota

Abstract Property

Parcel 2

Lot 1, Block 2, Larkin's Subdivision of Lots 1 and 2, Block 30, Suburban Hills Addition
Lot 2, Block 2, Larkin's Subdivision of Lots 1 and 2, Block 30, Suburban Hills Addition,
except that part described as follows: Beginning at a point at the Northwest corner of said
Lot 2, thence Easterly along the Northerly line of said Lot 2, a distance of 2 feet, thence
Southerly parallel to the Westerly line of said Lot 2 a distance of 86 feet, thence Westerly
along the Southerly line of said Lot 2 a distance of 2 feet, thence Northerly along the
Westerly line of said Lot 2 to the point of beginning, Ramsey County, Minnesota

Torrens Property

Certificate of Real Estate Value

Names of buyers (last, first, MI) Address 1204 Pacific Street St Paul MN 55106 Daytime phone (952) 504 5076
Names of sellers (last, first, MI) New address The Bank of NY Trust Co NA, as successor in interest to JPMorgan Chase Bank NA, 2780 Lake Vista Lewisville, TX declined ka JPMorgan Chase Bank as Trustee for Structures Asset Mgt Investment II Trust 75067
Street address or rural route of property purchased 1204 Pacific St City or township St Paul County Ramsey

1 Date of deed or contract see attached
Legal description of property purchased (lot, block and plat) or attach 3 copies of the legal description
* Mortgage Pass-Through Certificates Series 2006-AR3

Financial arrangements
2 Total purchase price 16,000.00 Was personal property included in purchase price (e.g. furniture, inventory, equipment)? Yes No
3 Down payment current (not replacement) value at right and enter total in Box 5 below Use back of form if needed
4 Points or prepaid interest paid by seller 5 Current value of personal property

6 Type of acquisition (check all that apply)
1031 exchange
Buyer and seller are relatives or related businesses
Buyer or seller is religious or charitable organization
Buyer or seller is unit of government
Buyer purchased partial interest only
Contract paid off or resold
Name added or removed from deed
Property condemned or foreclosed upon
Property received as gift or inheritance
Property received in trade
Purchase agreement signed over two years ago

7 Type of property transferred (check all that apply)
Land only
Land and buildings
Construction of new building after Jan 1 of year of sale

8 Planned use of property (check one)
Residential single family
Residential duplex/triplex
Cabin or recreational (noncommercial)
Agricultural Number of acres (attach Schedule PE20A)
Apartment (residential four or more units) Number of units (attach Schedule PE20A)
Commercial industrial Type of business (attach Schedule PE20A)
Other Describe (attach Schedule PE20A)

8 Will this property be the buyer's principal residence? Yes No

Method of financing (complete only if seller financed including contracts for deed and assumed mortgages)
Table with columns: Assumed mortgage, Contract for deed, Mortgage or contract for deed amount at purchase, Monthly payment (principal & interest), Interest rate now in effect, Number of payments, Date of any lump-sum (balloon) payments

Sign here I declare under penalty of law that the information on this form is true, correct and complete to the best of my knowledge and belief
Print name P Runney Signature P Runney Date 10/10/09 Daytime phone 952 814 6200

Counties Complete this section
Table with columns: Co, Acres, Tillable, CER, CRP, R/I, Use, Deed, Yr, Land, Bldg, Tot, Primary property ID number, Secondary parcel ID number, Good for study, HC, ST, Adjs, Use, Tillable EMV, Ap, F1, Are there more parcels?, Add bond ID numbers on back of form

0 8880400 (REV. 4/08)

07-40539
STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

In the matter of Petition of

The Bank of New York Mellon Trust
Company National Association

CONFIDENTIAL

for an Order directing the entry of
a new Certificate of Title after
mortgage foreclosure

Court File No _____

The undersigned, having been first duly sworn on oath, state as follows

- 1 That the undersigned waive service of an Order to Show Cause and further consent(s) to entry of the Order in the above captioned case

Dated 10-10-08

 (Signature)
 Jinsil Hwang
 printed name

Dated _____

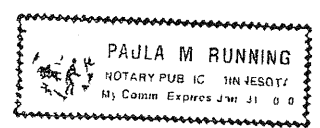
 (Signature)

 printed name

STATE OF MINNESOTA)
) ss
 COUNTY OF Stearns)

This instrument was acknowledged before me this 10 day of
October, 2008 by Jinsil Hwang, single

 Notary Public





BURNET

PURCHASE AGREEMENT

This form approved by the Minnesota Association of REALTORS® which disclaims any liability arising out of use or misuse of this form © 2007 Minnesota Association of REALTORS® Edina MN

1 Date 9/18/08

2 Page 1 of

3 RECEIVED OF Jinsil Hwang

4 the sum of One thousand + no/100 Dollars (\$ 1,000) by CHECK CASH NOTE as earnest money to be deposited upon acceptance of Purchase Agreement by all parties, on or before the third business day after acceptance, in the trust account of listing broker, unless otherwise agreed to in writing, but to be returned to Buyer if Purchase Agreement is not accepted by Seller. Said earnest money is part payment for the purchase of the property located at

10 Street Address 1204 Pacific St

11 City of St Paul, County of Ramsey

12 State of Minnesota, legally described as Scharr's Subdivision Ex W 7.5 Ft Lot 2 And All of Lot 1 Blk 2 In Larkins Sub, Also In Scharr's Sub E 45 Ft of Lot 1 Lot 1

15 including all fixtures on the following property, if any, owned by Seller and used and located on said property including but not limited to garden bulbs plants, shrubs and trees, storm sash, storm doors, screens and awnings, window shades blinds, traverse and curtain and drapery rods attached lighting fixtures and bulbs, plumbing fixtures, water heater, heating plants (with any burners, non-fuel tanks, stokers and other equipment used in connection therewith), built-in air conditioning equipment, electronic air filter, water softener OWNED RENTED NONE

20 built-in humidifier and dehumidifier, liquid fuel tank(s) OWNED RENTED NONE and controls (if the property of Seller), sump pump attached television antenna, cable TV jacks and wiring, BUILT-INS dishwashers, garbage disposals, trash compactors ovens cook-top stoves, microwave ovens, hood fans, intercoms, ATTACHED carpeting, mirrors, garage door openers and all controls, smoke detectors, fireplace screens doors and heatlators, AND the following personal property N/A

27 all of which property Seller has this day agreed to sell to Buyer for sum of (\$ 16,000) Sixteen thousand + no/100 Dollars,

29 which Buyer agrees to pay in the following manner 30 1 Cash of at least 100 percent (%) of the sale price, which includes the earnest money; PLUS 31 2 Financing, the total amount secured against this property to fund this purchase, not to exceed 0 percent (%) of the sale price

33 Such financing shall be (check one) a first mortgage, a contract for deed, or a first mortgage with subordinate financing, as described in the attached Addendum 34 35 Conventional FHA DVA Assumption Contract for Deed Other

36 The date of closing shall be 10/10, 20 08

37 This Purchase Agreement IS NOT subject to a Contingency Addendum for sale of Buyer's property

38 (If answer is IS, see attached Addendum) 39 (If answer is IS NOT, the closing of Buyer's property, if any, may still affect Buyer's ability to obtain financing if financing is applicable) 40



PURCHASE AGREEMENT

41 Address 1204 Pacific

42 Page 2 Date 9/18/08

BURNET

43 This Purchase Agreement IS IS NOT subject to cancellation of a previously written purchase agreement
(Check one.)

44 dated _____
45 (If answer is IS, said cancellation shall be obtained no later than _____, 20____. If
46 said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Seller shall immediately
47 sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid
48 hereunder to be refunded to Buyer.)

49 Buyer has been made aware of the availability of property inspections. Buyer Elects Declines to have a
50 property inspection performed at Buyer's expense.
(Check one.)

51 This Purchase Agreement IS IS NOT subject to an Inspection Contingency Addendum
(Check one.)

52 (If answer is IS, see attached Addendum.)

53 DEED/MARKETABLE TITLE Upon performance by Buyer, Seller shall deliver a

54 Warranty Deed or Other Special Warranty Deed joined in by spouse, if any, conveying
(Check one.)

55 marketable title, subject to

- 56 (a) building and zoning laws, ordinances, and state and federal regulations,
- 57 (b) restrictions relating to use or improvement of the property without effective forfeiture provisions,
- 58 (c) reservation of any mineral rights by the State of Minnesota,
- 59 (d) utility and drainage easements which do not interfere with existing improvements,
- 60 (e) rights of tenants as follows (unless specified, not subject to tenancies) N/A

61 _____, and

62 (f) others (must be specified in writing) N/A

63 _____
64 _____
65 _____
66 _____
67 _____

68 BUYER SHALL PAY SELLER SHALL PAY on date of closing any deferred real estate taxes (e.g., Green
(Check one.)

69 Acres) or special assessments, payment of which is required as a result of the closing of this sale.

70 BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING SELLER SHALL PAY ON
(Check one.)

71 DATE OF CLOSING all installments of special assessments certified for payment, with the real estate taxes due and
72 payable in the year of closing.

73 BUYER SHALL ASSUME SELLER SHALL PAY on date of closing all other special assessments levied as
(Check one.)
74 of the date of this Purchase Agreement.

75 BUYER SHALL ASSUME SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as
(Check one.)

76 of the date of this Purchase Agreement for improvements that have been ordered by any assessing authorities (Seller's
77 provision for payment shall be by payment into escrow of two (2) times the estimated amount of the assessments or
78 less, as required by Buyer's lender.)

79 Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of
80 which is not otherwise herein provided.

**COLDWELL
BANKER****BURNET****PURCHASE AGREEMENT**81 Address 1704 Pacific St82 Page 3 Date 9/18/0883 As of the date of this Purchase Agreement, Seller represents that Seller HAS HAS NOT received a notice
(Check one)84 regarding any new improvement project from any assessing authorities, the costs of which project may be assessed
85 against the property. Any such notice received by Seller after the date of this Purchase Agreement and before closing
86 shall be provided to Buyer immediately. If such notice is issued after the date of this Purchase Agreement and on
87 or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide
88 for the payment of or assume the special assessments. In the absence of such agreement, either party may declare
89 this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other
90 party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,
91 Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and
92 directing all earnest money paid hereunder to be refunded to Buyer.93 Buyer shall pay PRORATED FROM DAY OF CLOSING _____ 12th of ALL NO real estate taxes due
(Check one)94 and payable in the year 20 0895 Seller shall pay PRORATED TO DAY OF CLOSING _____ 12th of ALL NO real estate taxes due and
(Check one)96 payable in the year 20 08. If the closing date is changed, the real estate taxes paid shall, if prorated, be adjusted
97 to the new closing date. Seller warrants taxes due and payable in the year 20 08 shall be FULL PART NON-
(Check one)

98 homestead classification

99 If part- or non-homestead classification is checked, Seller agrees to pay Buyer at closing \$ 0
100 toward the non-homestead real estate taxes. Buyer agrees to pay any remaining balance of non-homestead taxes
101 when they become due and payable. Buyer shall pay real estate taxes due and payable in the year following closing
102 and thereafter, the payment of which is not otherwise herein provided. No representations are made concerning the
103 amount of subsequent real estate taxes.104 **POSSESSION** Seller shall deliver possession of the property no later than immediately after closing.
105 All interest unit owners' association dues, rents, and charges for city water, city sewer, electricity and natural gas shall
106 be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of fuel oil or liquid
107 petroleum gas on the day of closing at the rate of the last fill by Seller. Seller agrees to remove ALL DEBRIS AND
108 ALL PERSONAL PROPERTY NOT INCLUDED HEREIN from the property by possession date.109 **TITLE AND EXAMINATION** Within a reasonable time period after acceptance of this Purchase Agreement, Seller
110 shall provide one of the following title evidence options, at Seller's selection, which shall include proper searches
111 covering bankruptcies, state and federal judgments and liens and levied and pending special assessments to Buyer
112 or Buyer's designated title service provider:113 (1) A commitment for an owner's policy of title insurance on a current ALTA form issued by an insurer licensed
114 to write title insurance in Minnesota as selected by Buyer. Seller shall be responsible for the title search and
115 exam costs related to the commitment. Buyer shall be responsible for all additional costs related to the issuance
116 of the title insurance policy(ies) including but not limited to the premium(s), Buyer's name search and plat
117 drawing, if any. Seller shall surrender a copy of any owner's title insurance policy and Abstract of Title, if in
118 Seller's possession or control, for this property to Buyer or Buyer's designated title service provider.119 (2) An Abstract of Title certified to date if Abstract Property or a Registered Property Abstract (RPA) certified to
120 date if Registered (Torrens) property. Seller shall pay for the abstracting or RPA costs and surrender any
121 abstract for this property in Seller's possession or control to Buyer or Buyer's designated title service provider.
122 If property is Abstract and Seller does not have an Abstract of Title, Option (1) will automatically apply.123 Seller shall use Seller's best efforts to provide marketable title by the date of closing. In the event Seller has not
124 provided marketable title by the date of closing, Seller shall have an additional 30 days to make title marketable, or in
125 the alternative, Buyer may waive title defects by written notice to Seller. In addition to the 30-day extension, Buyer
126 and Seller may, by mutual agreement, further extend the closing date. Lacking such extension, either party may declare
127 this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other
128 party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,
129 Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and
130 directing all earnest money paid hereunder to be refunded to Buyer.

MN PA-3 (8/07)

CBR10428 (8/07) Owned And Operated By NRT LLC



PURCHASE AGREEMENT

131 Page 4

132 **SUBDIVISION OF LAND** If this sale constitutes or requires a subdivision of land owned by Seller, Seller shall pay
 133 all subdivision expenses and obtain all necessary governmental approvals. Seller warrants that the legal description
 134 of the real property to be conveyed has been or shall be approved for recording as of the date of closing. Seller warrants
 135 that the buildings are or shall be constructed entirely within the boundary lines of the property. Seller warrants that
 136 there is a right of access to the property from a public right-of-way. These warranties shall survive the delivery of the
 137 deed or contract for deed.

138 Seller warrants that prior to the closing, payment in full will have been made for all labor, materials, machinery, fixtures
 139 or tools furnished within the 120 days immediately preceding the closing in connection with construction, alteration or
 140 repair of any structure on, or improvement to, the property.

141 Seller warrants that Seller has not received any notice from any governmental authority as to condemnation proceedings,
 142 or violation of any law, ordinance or regulation. If the property is subject to restrictive covenants, Seller warrants that
 143 Seller has not received any notice from any person or authority as to a breach of the covenants. Any such notices
 144 received by Seller shall be provided to Buyer immediately.

145 Seller agrees to allow reasonable access to the property for performance of any surveys or inspections agreed to
 146 herein.

147 **RISK OF LOSS** If there is any loss or damage to the property between the date hereof and the date of closing for any
 148 reason, including fire, vandalism, flood, earthquake or act of God, the risk of loss shall be on Seller. If the property
 149 is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled at Buyer's option
 150 by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels this Purchase Agreement,
 151 Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
 152 directing all earnest money paid hereunder to be refunded to Buyer.

153 **TIME OF ESSENCE** Time is of the essence in this Purchase Agreement.

154 **ENTIRE AGREEMENT** This Purchase Agreement, any attached exhibits and any addenda or amendments signed
 155 by the parties shall constitute the entire agreement between Seller and Buyer and supersede any other written or
 156 oral agreements between Seller and Buyer. This Purchase Agreement can be modified or canceled only in writing
 157 signed by Seller and Buyer or by operation of law. All monetary sums are deemed to be United States currency for
 158 purposes of this Purchase Agreement. Buyer or Seller may be required to pay certain closing costs, which may effectively
 159 increase the cash outlay at closing or reduce the proceeds from the sale.

160 **ACCEPTANCE** To be binding, this Purchase Agreement must be fully executed by both parties and a copy must be
 161 delivered.

162 **DEFAULT** If Buyer defaults in any of the agreements hereunder, Seller may terminate this Purchase Agreement
 163 under the provisions of MN Statute 559.21. If either Buyer or Seller defaults in any of the agreements hereunder or
 164 there exists an unfulfilled condition after the date specified for fulfillment, either party may cancel this Purchase
 165 Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided herein that this Purchase Agreement is
 166 canceled, said language shall be deemed a provision authorizing a *Declaratory Cancellation* under MN Statute 559.217,
 167 Subd. 4.

168 If this Purchase Agreement is not canceled or terminated as provided hereunder, Buyer or Seller may seek actual
 169 damages for breach of this Purchase Agreement or specific performance of this Purchase Agreement, and, as to
 170 specific performance, such action must be commenced within six months after such right of action arises.

171 **NOTICE REGARDING PREDATORY OFFENDER INFORMATION** Information regarding the predatory offender
 172 registry and persons registered with the predatory offender registry under MN Statute 243.166 may be obtained
 173 by contacting the local law enforcement offices in the community where the property is located or the Minnesota
 174 Department of Corrections at (651) 361-7200, or from the Department of Corrections web site at
 175 www.corr.state.mn.us.



BURNET

PURCHASE AGREEMENT

176 Address 1204 Pacific St
177 Page 5 Date 9/18/08

- 178 ENVIRONMENTAL CONCERNS. To the best of Seller's knowledge there are no hazardous substances or underground
- 179 storage tanks except herein noted N/A
- 180 _____
- 181 _____
- 182 _____
- 183 _____
- 184 _____
- 185 _____
- 186 _____
- 187 _____
- 188 _____

189 (Check appropriate boxes.)

190 SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:

191 CITY SEWER YES NO / CITY WATER YES NO

192 PRIVATE SEWER SYSTEM

193 SELLER CERTIFIES THAT SELLER DOES DOES NOT KNOW OF A PRIVATE SEWER SYSTEM ON OR

194 SERVING THE PROPERTY (If answer is DOES see Private Sewer System Disclosure Statement)

195 PRIVATE WELL

196 SELLER CERTIFIES THAT SELLER DOES DOES NOT KNOW OF A WELL ON OR SERVING THE

197 PROPERTY (If answer is DOES and well is located on the property, see Well Disclosure Statement)

198 THIS PURCHASE AGREEMENT IS IS NOT SUBJECT TO A PRIVATE SEWER AND WELL INSPECTION

199 CONTINGENCY ADDENDUM. (If answer is IS see attached Addendum.)

200 IF A WELL OR PRIVATE SEWER SYSTEM EXISTS ON THE PROPERTY, BUYER HAS RECEIVED A WELL

201 DISCLOSURE STATEMENT AND/OR A PRIVATE SEWER SYSTEM DISCLOSURE STATEMENT

202 NOTICE

203 Dayn A Hansen is Seller's Agent Buyer's Agent Dual Agent Facilitator

(Licensee) (Check one)

204 Coldwell Banker Burnet

(Real Estate Company Name)

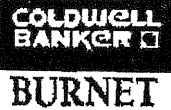
205 Dayn A Hansen is Seller's Agent Buyer's Agent Dual Agent Facilitator

(Licensee) (Check one)

206 Coldwell Banker Burnet

(Real Estate Company Name)

207 THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS



PURCHASE AGREEMENT

208 Address 1204 Pacific St

209 Page 6 Date 9/18/08

210 SELLER WARRANTS THAT CENTRAL AIR CONDITIONING, HEATING, PLUMBING AND WIRING SYSTEMS USED
 211 AND LOCATED ON SAID PROPERTY SHALL BE IN WORKING ORDER ON DATE OF CLOSING, EXCEPT AS
 212 NOTED IN THIS PURCHASE AGREEMENT

213 BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO
 214 ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF
 215 THIS PURCHASE AGREEMENT

216 BUYER HAS HAS NOT RECEIVED A SELLER'S PROPERTY DISCLOSURE STATEMENT OR A
 (Check one)
 217 SELLER'S DISCLOSURE ALTERNATIVES FORM

218 BUYER HAS RECEIVED THE INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY, SELLER AGREES TO
 219 NOTIFY BUYER IMMEDIATELY IN WRITING OF ANY SUBSTANTIVE CHANGES FROM ANY PRIOR
 220 REPRESENTATIONS REGARDING THE PROPERTY.

221 IN THE EVENT A SELLER'S DISCLOSURE ALTERNATIVES FORM IS USED IN THIS TRANSACTION, DISREGARD
 222 LINES 223 THROUGH 228

223 BUYER ACKNOWLEDGES THAT NO ORAL REPRESENTATIONS HAVE BEEN MADE REGARDING POSSIBLE
 224 PROBLEMS OF WATER IN BASEMENT OR DAMAGE CAUSED BY WATER ICE OR ICE BUILDUP ON ROOF OF
 225 THE PROPERTY, AND BUYER RELIES SOLELY IN THAT REGARD ON THE FOLLOWING STATEMENT BY
 226 SELLER

227 SELLER HAS HAS NOT HAD A WET BASEMENT AND HAS HAS NOT HAD ROOF, WALL OR
 (Check one) (Check one)
 228 CEILING DAMAGE CAUSED BY WATER OR ICE BUILDUP

DUAL AGENCY REPRESENTATION

229 PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:

230 Dual Agency representation DOES NOT apply in this transaction. Disregard lines 232-248.

231 Dual Agency representation DOES apply in this transaction. Complete the disclosure in lines 233-248

232 Dual Agency representation DOES apply in this transaction. Complete the disclosure in lines 233-248

233 Broker represents both the Seller(s) and the Buyer(s) of the property involved in this transaction, which creates a
 234 dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because
 235 the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for
 236 either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s).
 237 Seller(s) and Buyer(s) acknowledge that

238 (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will
 239 remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other
 240 information will be shared.

241 (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other, and

242 (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of
 243 the sale.

244 With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker
 245 and its salesperson to act as dual agents in this transaction.

246 Seller [Signature] Buyer [Signature]

247 Seller _____ Buyer _____

248 Date 9/18/08 Date Sep 18 2008



BURNET

PURCHASE AGREEMENT

249 Address 1204 Pacific St
250 Page 7 Date 9/18/08

251 OTHER _____
252 _____
253 _____
254 _____

255 Other addenda may be attached which are made a part of this Purchase Agreement (Enter total number of pages of
256 this Purchase Agreement including addenda, on line two (2) of page one (1))

257 I, the owner of the property, accept this Purchase Agreement and authorize the listing broker to withdraw
258 said property from the market unless instructed otherwise in writing
259 I have reviewed all pages of this Purchase Agreement
260 I agree to purchase the property for the price and on the terms and conditions set forth above
261 I have reviewed all pages of this Purchase Agreement

262 If checked, this Purchase Agreement is subject to
263 attached Counteroffer Addendum

264 X [Signature] 9/18/08 * X [Signature] 9/18/08
(Seller's Signature) (Date) (Buyer's Signature) (Date)

265 X _____ * X SINSIL Hwang
(Seller's Printed Name) (Buyer's Printed Name)

266 X _____ * X [Signature]
(Seller's Status) (Marital Status)

267 X _____ X _____
(Seller's Signature) (Date) (Buyer's Signature) (Date)

268 X _____ X _____
(Seller's Printed Name) (Buyer's Printed Name)

269 X _____ X _____
(Seller's Status) (Marital Status)

270 FINAL ACCEPTANCE DATE 9/25/08

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

273 I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE ARBITRATION
274 DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT, WHICH IS AN OPTIONAL,
275 VOLUNTARY AGREEMENT AND IS NOT PART OF THIS PURCHASE AGREEMENT

276 SELLER(S) [Signature] * BUYER(S) _____

277 SELLER(S) _____ BUYER(S) _____



REC # 0022081000

EMC ADDENDUM TO CONTRACT OF SALE

SECTION 1

This addendum ("Addendum") is to be made a part of the Contract of Sale (the "Contract of Sale") dated between EMC Mortgage Corporation (the "Seller") and Janel Evans (the "Purchaser") for the property with a common address of 1204 PAOLINO ST BT PAUL MN 55106 (the "Property")

IN THE EVENT ANY PROVISIONS OF THIS ADDENDUM CONFLICT IN WHOLE OR IN PART WITH THE TERMS OF THE CONTRACT OF SALE OR ANY PRIOR ADDENDUM OR AMENDMENT THEREOF (COLLECTIVELY, THE "CONTRACT") THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL.

- 1 Title to the property shall be conveyed by either Special Warranty Deed or Quit Claim Deed, or equivalent documents accepted where the Property is located
2 CORPORATE DISCLOSURES
Seller acquired the Property either as a result of a foreclosure action, result of a like or similar action, i.e. deed in lieu or as part of a purchase from a prior servicer and that the total price set forth in the contract may reflect deferred maintenance. Accordingly, Seller has not conducted their own inspections or has any personal knowledge of the condition of the property other than as may be disclosed in the Inspection Report (as hereinafter defined), if any, that has been prepared for the Property. Purchaser acknowledges that there has been no representation(s) by Seller or any other person acting as Seller's representative and/or Purchaser's representative regarding the condition of the Property any of the appliances or structural components that may be contained therein, its fitness for general or specific use, or any other matter affecting the Property. If an inspection report has been obtained by or on behalf of Seller or Seller's representative (the "Inspection Report"), such Inspection Report may be provided to Purchaser for Purchaser's information only and shall not be deemed a part of the Contract of Sale. If the Inspection Report has been provided to Purchaser no representation or warranty is made as to the accuracy and completeness of such report.

Neither Seller nor any person acting as Seller's representative has occupied the Property and neither warrants or represents that the Property or any alterations or additions which may have been made to the Property conform to local building codes, zoning requirements or any other applicable laws rules or regulations.

Purchaser acknowledges that Purchaser has the opportunity to inspect, examine and make a complete review of the Property prior to the close of escrow of the Contract. Purchaser will rely solely on Purchaser's inspection and review to evaluate the condition of the Property.

Purchaser hereby acknowledges that Seller shall not be providing Purchaser with a Real Estate Transfer Disclosure Statement and/or a Certificate of Occupancy with respect to the Property. Purchaser hereby waives any requirement that Seller furnish Purchaser with any such disclosure statement and/or a Certificate of Occupancy and hereby releases Seller from any and all liability resulting from the non-delivery of such disclosure statement and/or a Certificate of Occupancy.

Purchaser acknowledges that it is Purchaser's sole responsibility to obtain inspection reports by qualified professionals on the appliances, structural components, and alterations or additions to the Property and to determine the presence of any toxic or hazardous substances on the Property including, but not limited to mold, radon, asbestos and lead paint, that would make it uninhabitable or dangerous to the health of the occupants or otherwise not in compliance with law, or any other factors regarding the condition of the Property about which Purchaser may be concerned.

PURCHASER UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT NEITHER SELLER NOR ANY PERSON ACTING AS SELLER'S REPRESENTATIVE IS MAKING ANY WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PROPERTY THE PROPERTY IS BEING CONVEYED TO PURCHASERS IN ITS "AS IS, WHERE IS" CONDITION. IT IS THE RIGHT AND RESPONSIBILITY OF THE PURCHASER TO INSPECT THE PROPERTY AND PURCHASER MUST SATISFY HIMSELF/HERSELF AS TO THE CONDITION OF THE PROPERTY.

Mold, mildew spores and/or other microscopic organisms and/or allergens (collectively referred to in this Agreement as "Mold") are environmental conditions that are common in residential properties and may affect the Property. Mold, in some forms has been reported to be toxic and to cause serious physical injuries, including but not limited to, allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Mold has also been reported to cause extensive damage to personal and real property. Mold may have been removed or covered in the course of any cleaning or repairing of the Property.

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Seller's Initials [Signature]

The Purchaser acknowledges that, if Seller, or any of Seller's employees, contractors, or agents cleaned or repaired the Property or remediated Mold contamination, that Seller does not in any way warrant the cleaning, repairs or remediation. Purchaser accepts full responsibility for all hazards that may result from the presence of Mold in or around the Property. The Purchaser is satisfied with the condition of the Property notwithstanding the past or present existence of Mold in or around the Property and Purchaser has not in any way relied upon any representations of Seller, Seller's employees, officers, directors, contractors, or agents concerning the past or present existence of Mold in or around the property.

3 In states where applicable, Purchaser acknowledges that time is of the essence regarding the closing of this Contract. Should Purchaser, through no fault of Seller, fail to close upon the Property on or before the closing date stated in the Contract for any reason whatsoever, the Seller can agree to extend the Contract. Purchaser shall then pay to Seller \$ 100 per day for each day beyond said closing date for which the Purchaser requests and Seller agrees. Any monies so paid must be paid no later than the original closing date and shall be paid to Seller as non-refundable earnest money. These monies shall be paid in addition to the purchase price and may not be credited in any way to the original amounts due to Seller.

4 This Section 4 shall be in effect and incorporated into the Contract only when initialed by both Purchaser and Seller.

Purchaser's initials () / () Seller's initials () / ()

If the Contract of Sale is "Subject to Financing", then Purchaser may obtain financing from the lender of Purchaser's choice. However, within seventy-two (72) hours of the execution of the Contract of Sale, Purchaser agrees either to apply for financing with (name, address and phone number of lender designated by Seller), or to provide evidence to Seller that a lender has pre-approved Purchaser for financing. Purchaser shall pay for and instruct the lender to which such mortgage application is made to order an appraisal immediately upon submission by Purchaser of an application for a mortgage loan.

5 Seller's responsibility for any repairs required by Purchaser as a result of an inspection by a purchaser lender or required as a condition set forth in the FHA/VA commitment shall not exceed \$ 10,000 (the "Repair Limit Amount", inclusive of tenant repairs). If the cost for any such repairs exceeds the Repair Limit Amount then either (i) Purchaser shall be responsible at its sole cost and expense for any amounts exceeding the Repair Limit Amount and the Contract shall remain in full force and effect without any abatement in the purchase price or, (ii) Seller shall have the right to cancel the Contract and return all earnest monies held by Purchaser to Purchaser with no further obligation by Seller. Seller authorizes Purchaser, at Purchaser's sole cost and expense to make a complete inspection of the Property within seven (7) days from the date of this Addendum. If Seller is required to make any repairs, replacements, or treatments to the Property pursuant to the provisions of this Contract of Sale, Seller shall only be obligated for those items that Purchaser has notified Seller of, in writing, within ten (10) days from the date of this Addendum which do not exceed the Repair Limit Amount and to which Seller has agreed.

6 Purchaser agrees to indemnify Seller and Seller's representatives and fully protect, defend and hold Seller and Seller's representatives harmless from and against any and all claims, liens, losses, damages, liabilities, costs, injuries, attorney's fees and expenses of every kind and nature that may be made against Seller or the Property for any liens on the Property, any damage to the Property or any injury to Purchaser or other persons that may arise from repairs, replacements or treatments made by or for the benefit of Purchaser prior to closing, and any failure of Purchaser to comply with the provisions of paragraph 9 hereof.

7 TAXES

A. SELLER'S RIGHT TO CONTEST TAXES Seller shall have the unrestricted right to contest the amount of or obligation to pay any ad valorem real or personal property taxes, real or personal property assessments or assessments or dues of any condominium, planned unit development or similar community or other homeowners' association, (collectively, "Taxes") for any calendar year, fiscal year or other accounting period for which Taxes are assessed or levied (a "Tax Period") that includes the date of the close of escrow on the Property (the "Closing Tax Period") or that precedes the date of the close of escrow on the Property (the "Closing"). Seller may contest Taxes by any judicial, administrative, or other process that Seller chooses. If requested by Seller, Purchaser shall join in any proceeding to contest Taxes to the extent necessary to permit Seller to exercise its rights under this Agreement. Seller shall have no duty to contest Taxes, and may dismiss, settle, or otherwise resolve any matter relating to contested Taxes on whatever terms Seller chooses.

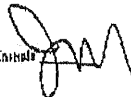
B. ENTITLEMENT TO REFLUND Any refund of contested Taxes for the Closing Tax Period or any prior Tax Period shall be paid to Seller, and Purchaser hereby irrevocably assigns to Seller any right, title, or interest it may have in any refund of contested Taxes for all such Tax Periods. If requested by Seller, Purchaser shall execute whatever endorsements or

Buyer's initials

Seller's initials

- other documents may be necessary to accomplish the refund of such contested Taxes to Seller. Notwithstanding anything to the contrary in this Section 7.B, however, Seller shall not be entitled to any refund of Taxes that are attributable solely to any change in land usage or ownership of the Property occurring at or after Closing, all of which shall be paid by Purchaser.
- C. **ADJUSTMENTS FOR CLOSING TAX PERIOD.** If a contest of Taxes by Seller is concluded before Closing, the proration of the contested Taxes as provided in Section 7.B. above shall be accomplished by taking into account any change in valuation of the Property or the amount of contested Taxes for the Closing Tax Period. If a contest of Taxes by Seller is concluded after Closing, then notwithstanding the provisions of Section 7.B. above, an appropriate adjustment payment shall be made by Purchaser or Seller to the other so that taking into account the adjustment payment, each will have paid (or been debited for) the revised amount of Taxes for the Closing Tax Period that results from Seller's contest in the proportion that the number of days in the Closing Tax Period before or after the close of escrow, as the case may be, bears to the total number of days in the Closing Tax Period. Notwithstanding anything to the contrary in this Section 7.C., however, no adjustment payment shall be made with respect to Taxes for the Closing Tax Period that are attributable solely to any change in land usage or ownership of the Property occurring at or after the close of escrow, all of which shall be paid by Purchaser.
- D. **CONTEST COSTS.** Purchaser shall pay a share of Seller's out-of-pocket costs (including legal fees and costs) of contesting Taxes for the Closing Tax Period in the proportion that the number of days in the Closing Tax Period after the close of escrow bears to the total number of days in the Closing Tax Period. If Seller's out-of-pocket costs of contesting Taxes for the Closing Tax Period exceed the amount of any reduction in contested Taxes for the Closing Tax Period, Purchaser shall not be obligated to pay any share of the excess. If as part of the same proceeding Seller has also contested Taxes for Tax Periods before the Closing Tax Period, Seller's out-of-pocket costs shall be allocated to the Closing Tax Period in the proportion that the amount of the reduction in contested Taxes for the Closing Tax Period bears to the aggregate amount of all reductions in contested Taxes resulting from the proceeding. Except as otherwise provided in this Section 7.D., any contest of Taxes by Seller shall be at Seller's sole cost and expense.
- E. **PAYMENT PROCEDURE.** The amount of any adjustment payment pursuant to Section 7.C. and the amount of any cost sharing payment pursuant to Section 7.D. shall be combined to determine a net settlement amount owed by Seller or Purchaser to the other. If the net settlement amount is owed to Seller, that amount shall be due and payable not later than thirty (30) days after Seller notifies Purchaser in writing of the amount due. If the net settlement amount is owed to Purchaser, that amount shall be due and payable not later than thirty (30) days after Seller's receipt of any contested Taxes to be refunded to Seller or the conclusion of the contest of Taxes by Seller, whichever is later. Any notice or payment from Seller to Purchaser shall include a statement reflecting in reasonable detail how the net settlement amount was calculated and shall include copies of bills, invoices, or other reasonable documentation of any out-of-pocket expenses of Seller for which Purchaser is to pay a share.
8. The Purchaser shall not assign its rights under any part of the Contract without Seller's prior written consent.
9. Purchaser is responsible for the installation of new locks on the Property immediately after the closing, and purchaser shall hold Seller and Seller's representatives harmless from and indemnify Seller and Seller's representatives against any and all damages, claims, losses, liabilities, costs, injuries, attorneys fees and expenses of every kind and nature that may be made against Seller as a result of Purchaser's failure to install new locks on the Property.
10. The final acceptance of the Contract and the effectiveness thereof is subject to committee approval, which will be provided when Seller's signature is affixed hereon and a fully executed counterpart of the Contract has been delivered to Purchaser.
11. If for any reason, Seller is unable to deliver insurable title to Purchaser or is unable to cure any defects of title at the close of escrow and the close of escrow is not extended as set forth elsewhere, then Purchaser's **SOLE AND EXCLUSIVE REMEDY** shall be to receive a return of Purchaser's deposit and elect to terminate this Contract of Sale.
12. **Personal Property.** Seller is not hereby conveying any personal property other than as provided in the Contract of Sale and makes no representations or warranties regarding same. Any items of personal property remaining after the sale of the property are deemed to add no value to the transaction and are not a part of the actual transaction, and are given to Purchaser in AS IS condition with no seller representation or warranty regarding condition or ownership. No bill of sale will be provided for such items.

Buyer's Initials



Seller's Initials



- 13. Purchaser and Seller agree that Seller shall select the title company for this transaction unless state law or industry practices mandate otherwise.
- 14. It is agreed by buyer and Seller that if unforseen judgments, liens or assessments result in negative sales proceeds to the Seller, the Seller reserves the right to cancel the contract and return any deposit monies to the buyer.
- 15. By initialing this clause buyer acknowledges receipt of the EMC Mortgage Corporation Waiver and Release Regarding property Condition. This is a required document and must be fully executed at time of closing.

16 OTHER PROVISIONS

Buyer's Signature

Seller's Signature

Date

Buyer's Signature

Date

Date

[Handwritten signature]

[Handwritten signature]

9/24 2008

9/28/08

SECTION II

- If Applicable Language (Built Prior to 1978)

DISCLOSURE AND ACKNOWLEDGEMENT OF LEAD-BASED PAINT BEFORE SALE

Part I. Lead Warning Statement

Every purchaser 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 presents a 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 lead-based paint hazards is recommended prior to purchase.

Part II. Seller's Certification

Seller certifies to have disclosed to Purchaser and Purchaser's agent all information known to the Seller regarding the presence of lead-based paint and lead-based paint hazards within this target housing (Seller to initial box and insert date).

- (a) On _____ Seller provided Purchaser with lead-hazard reports based on lead-based paint inspections, assessments, or abatement conducted on the following dates: _____
- (b) On _____ Seller provided Purchaser with the following information on lead-based paint hazards in common areas: _____
- (c) On _____ Seller certified that no additional information is known about this target housing. (Note: By selecting (c), seller doesn't avoid liability for lead based paint / lead-based paint hazards known to Seller that are not noted under (a), (b), or (c).
- (d) On _____ Seller provided Purchaser with the lead-hazard information pamphlet *Lead-Based Paint: Protect Your Family*.

Buyer's Initials

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Seller's Initials

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Seller is aware that Federal laws require Seller to permit Purchaser a 10 calendar day period to conduct a risk assessment or inspection for the presence of lead based paint hazards before becoming obligated under a contract to purchase target housing (unless mutually agreed otherwise in writing). That opportunity will be provided within the 10 calendar day period immediately following final Seller's signature and acceptance of this Sales Agreement.

Part III Agent's Certification

Seller's agent certifies to have informed the Seller of his/her obligation to disclose to Purchaser and Purchaser's agent all information known to Seller regarding the presence of lead based paint and lead based paint hazards within this target housing and that all information known to Seller's agent regarding the presence of lead-based paint and lead-based paint hazards within this target housing has been disclosed to Purchaser. Seller's agent further certifies that Purchaser received the lead hazard information pamphlet *Lead-Based Paint: Protect Your Family* and that Purchaser has or will be given a 10 calendar day period (unless otherwise agreed in writing) to conduct a risk assessment or inspection for the presence of lead based paint before becoming obligated under the Contract of Sale to purchase the target housing.

Seller's (Listing) Agent

By Dayn Hansen

Date 9/22/08

Purchaser's (Selling) Agent

By Dayn Hansen

Date 9/22/08

Part IV Purchaser's Acknowledgment

I acknowledge that I have read and understood the attached lead warning statement in Part I of this form and received all information noted in Part II of this form, including the lead hazard information pamphlet *Lead-Based Paint: Protect Your Family*. I further acknowledge that, pursuant to 42 U.S.C. 4852(d) and its implementing regulations, the attached Contract of Sale entitles me to 10 calendar days to conduct a risk assessment or inspection for the presence of lead-based paint hazards before becoming obligated under a contract to purchase this target housing, unless mutually agreed otherwise, in writing.

[Signature]

Buyer's Initials

Buyer's Initials

SECTION III

COMMISSION STATEMENT

Listing Agent DAYN HANSEN Tax ID # _____
Company Name Coldwell Banker Burnet Phone # 651863444
Address 1891 Ford Parkway
St. Paul MN 55118
Commission \$ _____ Percentage % 1.00

Selling Agent DAYN HANSEN Tax ID# _____
Company Name Coldwell Banker Burnet Phone # 651863444
Address 1891 Ford Parkway
St. Paul MN 55118
Commission \$ _____ Percentage % 1.00 FTBC Bonus

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Buyer's Initials _____

Seller's Initials [Signature]