

# Application to Repurchase after Forfeiture

PIN: 23.29.22.23.0075  
Legal Description: Hayden Heights, Lot 41, Block 2  
Address: 1801 Nebraska Avenue East  
Forfeiture Date: August 3, 2020

I hereby make application to repurchase the above described parcel of land, located in Ramsey County, from the State of Minnesota, and understand that pursuant to Minnesota Statutes, section 282.241:

- The owner at the time of forfeiture, or the owner's heirs, devisees, or representatives, or any person to whom the right to pay taxes was given by statute, mortgage, or other agreement, may file an application to repurchase any parcel of land claimed by the state to be forfeited to the state for unpaid property taxes, unless sold or conveyed to a third party.
- The property may be repurchased for the sum of all:
  - Cancelled taxes, including all delinquent real property taxes, plus penalties, accrued interest and costs attributable to the taxes.
  - All property taxes plus penalties, interest and costs on those taxes for the taxes payable year following the year of the forfeiture and all subsequent years through the year of repurchase.
  - All delinquent special assessments cancelled at the time of forfeiture, plus penalties, accrued interest and costs attributable to those assessments.
  - Special assessments not levied between the date of forfeiture and the date of repurchase.
  - Any additional costs and interest relating to taxes or assessments accrued between the date of forfeiture and the date of repurchase.
  - Extra costs related to repurchase and recording of deed.
- A \$250.00 administrative service (repurchase) fee, in certified funds, is due at the time the application is submitted.
- All maintenance costs accrued on the property while under the management of Ramsey County, Tax Forfeited Land, from the date of forfeiture until the adoption of a resolution by the Ramsey County Board of Commissioners, are to be paid by the applicant.
- Applicant will take possession of the property and be responsible for its maintenance and security upon approval of the repurchase by the Ramsey County Board of Commissioners.

The reason or circumstances that led to the forfeiture of the property is (describe hardship):

I SIGNED A PURCHASE AGREEMENT ON 7/9/2020 TO SELL  
THE PROPERTY TO A DEVELOPER AS I COULD NOT AFFORD  
PAY 100% OF TAXES AT THE TIME. DURING THIS TIME I WAS  
UNDER QUARANTINE AWAITING COVID-19 TEST RESULTS AND  
COULD NOT CONDUCT BUSINESS

Return application to: Department of Property Tax, Records and Election Services, Attn: Tax Forfeited Lands Section,  
PO Box 64097, St. Paul, MN 55164-0097

# Application to Repurchase after Forfeiture

Applicant Name: JOSHUA JAMES FRILSTAD

Applicant's relationship to the property: OWNER

Mailing Address: 2575 IVY AVE E #115

City, State, Zip: MAPLEWOOD, MN 55119

Signature: [Handwritten Signature] Date: 9/14/2020

Phone: 612-328-3421

E-mail Address: JOSHRILSTAD@GMAIL.COM

Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

The foregoing instrument was acknowledged before me this 14th day of October, 2020, by Joshua James Frilstad.

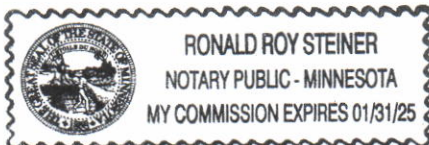
Given under my hand and official seal of this

14 day of October, 2020

Signature of Notary Public

Notary Commissioner Expires 1-31-2025

NOTARY STAMP/ SEAL



Please complete the following information on how you wish to have your name appear on your documents:

Please Print

Name(s): JOSHUA J. FRILSTAD

Mailing Address: 2575 IVY AVE E #115

City, State, Zip Code: MAPLEWOOD MN 55119

Phone #: 612-328-3421

Email Address: JSHFRILSTAD@GMAIL.COM

Please indicate your ownership:

Single Ownership:  Pick one: He: \_\_\_\_\_ She: \_\_\_\_\_

Joint Tenancy: \_\_\_\_\_ Tenancy in Common: \_\_\_\_\_ Other Ownership: \_\_\_\_\_

Corporation: \_\_\_\_\_

Partnership: \_\_\_\_\_

If a Corporation/Company – signor's official title: \_\_\_\_\_

All recorded documents require a marital status of the individual or individuals signing a document.

Please indicate your marital status:

Single  (Includes unmarried, divorced or widowed)

Single Ownership but Married \_\_\_\_\_ and Married to \_\_\_\_\_

Husband and Wife \_\_\_\_\_

If not married to each other then:

Person A is married to \_\_\_\_\_

Person B is married to \_\_\_\_\_

You will need to show proof of identity prior to signing a contract. Forms of acceptable proof are:

A valid driver's license.

A Minnesota ID card.

A witness who knows you and has a valid driver's license.

If you are purchasing a property on behalf of a corporation, you will need to provide us with a copy of your incorporation paperwork and proof of your authority to sign on behalf of the company.

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NOTICE PERTAINING TO APPLICATION TO REPURCHASE TAX FORFEITED PROPERTY


In making application to repurchase tax-forfeited property you will be asked to supply information to the Ramsey County Department of Property Tax, Records and Election Services that is considered public data under Minn. Stat. § 13.03, subd. 1. Some of the information may be of a personal nature. That information includes the personal circumstances of the owner(s) that led to the property being forfeited to the State of Minnesota, and could include financial, medical or disability information

This information will be part of the documentation provided to the Ramsey County Board of Commissioners for their review at a public meeting in considering your application to repurchase property. The information you provide will be considered public data.

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I have read the above NOTICE. With full knowledge of its intended use I have voluntarily provided information as part of the application to repurchase tax-forfeited property and agree to its use solely in supporting my application for repurchase. I understand that the information I have provided in the application will be public information.

Dated: 9/14/2020

  
\_\_\_\_\_

Signature

JOSHUA JAMES FRIESTAD

Printed Name

**PURCHASE 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. Date July 9th 2020

2. Page 1

3. BUYER (S): Scott Swanson

4. \_\_\_\_\_

5. Buyer's earnest money in the amount of Zero

6. \_\_\_\_\_ Dollars (\$ - 0 - )

7. shall be delivered to listing broker, or, if checked, to  \_\_\_\_\_ no later than two (2) Business Days after Final Acceptance Date of this Purchase Agreement. Buyer and Seller agree that earnest money shall be deposited in the trust account of Earnest Money Holder as specified above within three (3) Business Days of receipt of the earnest money or Final Acceptance Date of this Purchase Agreement, whichever is later.

8. Said earnest money is part payment for the purchase of the property located at

9. Street Address: 1801 Nebraska Ave E

10. City of Saint Paul, County of Ramsay

11. State of Minnesota, Zip Code 55119, legally described as PID 23292230075

12. Hayden Heights Lot 41 Block 2

13. Said purchase shall include all improvements, fixtures, and appurtenances on the property, if any, including but not limited to, the following (collectively the "Property"): garden bulbs, plants, shrubs, trees, and lawn watering systems; sheds; storm sashes, storm doors, screens, and awnings; window shades and blinds; traverses, curtain and drapery rods, valances, draperies, curtains, and window coverings and treatments; towel rods; attached lighting and bulbs; fan fixtures; plumbing fixtures; garbage disposals; water softeners; water treatment systems; water heating systems; heating systems; air exchange systems; environmental remediation systems (e.g., radon, vapor intrusion); sump pumps; TV antennas, cable TV jacks and wiring, and TV wall mounts; wall and ceiling-mounted speakers and mounts; carpeting; attached mirrors; garage door openers and all controls; smoke detectors; doorbells; thermostats; fireplace screens, doors, and heatilators; ANY OF THE FOLLOWING, IF BUILT-IN: dishwashers, refrigerators, wine and beverage refrigerators, trash compactors, ovens, cook-top stoves, warming drawers, microwave ovens, hood fans, shelving, work benches, intercoms, speakers, air conditioning equipment, electronic air filters, humidifiers and dehumidifiers, liquid fuel tanks and all controls, pool and spa equipment, propane tanks and all controls, security system equipment, TV satellite dishes; the above-mentioned inclusions AND the following personal property shall be transferred with no additional monetary value, and free and clear of all liens and encumbrances:

14. \_\_\_\_\_

15. Notwithstanding the foregoing, leased fixtures are not included.

16. Notwithstanding the foregoing, the following item(s) are excluded from the purchase:

17. \_\_\_\_\_

**PURCHASE PRICE:**

18. Seller has agreed to sell the Property to Buyer for the sum of (\$ 20,000.00 )

19. Twenty Thousand Dollars,

20. which Buyer agrees to pay in the following manner:

21. 1. 100 percent (%) of the sale price in CASH, or more in Buyer's sole discretion, which includes the earnest money;

22. 2. \_\_\_\_\_ percent (%) of the sale price in MORTGAGE FINANCING. (See following Mortgage Financing section.)

23. 3. \_\_\_\_\_ percent (%) of the sale price by ASSUMING Seller's current mortgage. (See attached Addendum to Purchase Agreement: Assumption Financing.)

24. 4. \_\_\_\_\_ percent (%) of the sale price by CONTRACT FOR DEED. (See attached Addendum to Purchase Agreement: Contract for Deed Financing.)

**CLOSING DATE:**

25. The date of closing shall be July 14, 2020

*ON OR BEFORE A 2:30 PM*



**PURCHASE AGREEMENT**

47. Page 2 Date July 9th 2020

48. Property located at 1801 Nebraska Ave

**MORTGAGE FINANCING:**

49. This Purchase Agreement  IS  IS NOT subject to the mortgage financing provisions below. If IS, complete the  
---(Check one)---

50. **MORTGAGE FINANCING** section below. If IS NOT, proceed to the **SELLER'S CONTRIBUTIONS TO BUYER'S COSTS** section.

51. Such mortgage financing shall be: *(Check one.)*

52.  **FIRST MORTGAGE only**  **FIRST MORTGAGE AND SUBORDINATE FINANCING.**

53. Financing  **DOES**  **DOES NOT** include a grant, bond program, or other loan assistance program. If "DOES,"  
54. please specify: \_\_\_\_\_

55. Buyer shall apply for and secure, at Buyer's expense, a: *(Check all that apply.)*

56.  **CONVENTIONAL**

57.  **DEPARTMENT OF VETERANS' AFFAIRS ("DVA") GUARANTEED**

58.  **FEDERAL HOUSING ADMINISTRATION ("FHA") INSURED**

59.  **PRIVATELY INSURED CONVENTIONAL**

60.  **UNITED STATES DEPARTMENT OF AGRICULTURE ("USDA") RURAL DEVELOPMENT**

61.  **OTHER** \_\_\_\_\_

62. mortgage in the amount stated in this Purchase Agreement, amortized over a period of not more than \_\_\_\_\_

63. years, with an initial interest rate at no more than \_\_\_\_\_ percent (%) per annum. The mortgage application IS

64. **TO BE MADE WITHIN FIVE (5) BUSINESS DAYS** after the Final Acceptance Date of this Purchase Agreement.

65. Buyer agrees to use best efforts to secure a commitment for such financing and to execute all documents required to consummate said financing.

66. **MORTGAGE FINANCING CONTINGENCY:** This Purchase Agreement is contingent upon the following and applies to the first mortgage and any subordinate financing. *(Check one.)*

67.  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

68.  **REFUNDED TO BUYER**  **FORFEITED TO SELLER.**  
---(Check one)---

69. **NOTE:** If this Purchase Agreement is subject to DVA or FHA financing, **FORFEITED TO SELLER** may be prohibited. See the following DVA and FHA Escape Clauses.

70.  Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on or before \_\_\_\_\_

71. 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.

72. 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:

73. (a) work orders agreed to be completed by Seller;

74. (b) any other financing terms agreed to be completed by Seller here; and

75. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement.

**PURCHASE AGREEMENT**

91. Property located at 1801 Hebronka Ave

92. Upon delivery of the Written Statement, if this Purchase Agreement does not close on the stated closing date for  
93. ANY REASON relating to financing, including, but not limited to interest rate and discount points, if any, then Seller  
94. may, at Seller's option, declare this Purchase Agreement canceled, in which case this Purchase Agreement is  
95. canceled. If Seller declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a  
96. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be  
97. forfeited to Seller as liquidated damages. In the alternative, Seller may seek all other remedies allowed by law.

98. Notwithstanding the language in the preceding paragraph, Seller may not declare this Purchase Agreement canceled  
99. if the reason this Purchase Agreement does not close was due to:  
100. (a) Seller's failure to complete work orders to the extent required by this Purchase Agreement;  
101. (b) Seller's failure to complete any other financing terms agreed to be completed by Seller here; or  
102. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement, except as  
103. specified in the contingency for sale and closing of Buyer's property.

104. If the Written Statement is not provided by the date specified on line 78, Seller may, at Seller's option, declare this  
105. Purchase Agreement canceled by written notice to Buyer at any time prior to Seller receiving the Written Statement,  
106. in which case this Purchase Agreement is canceled. In the event Seller declares this Purchase Agreement canceled,  
107. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and  
108. directing all earnest money paid here to be refunded to Buyer.

109. If the Written Statement is not provided, and Seller has not previously canceled this Purchase Agreement, this  
110. Purchase Agreement is canceled as of the closing date specified in this Purchase Agreement. Buyer and Seller  
111. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest  
112. money paid here to be refunded to Buyer.

113. **LOCKING OF MORTGAGE INTEREST RATE ("RATE"):** The Rate shall be locked with the lender(s) by Buyer:  
114. *(Check one.)*

- 115.  **WITHIN FIVE (5) BUSINESS DAYS OF FINAL ACCEPTANCE DATE OF THIS PURCHASE AGREEMENT; OR**
- 116.  **AT ANY TIME PRIOR TO CLOSING OR AS REQUIRED BY LENDER(S).**

117. **LENDER COMMITMENT WORK ORDERS:** Seller agrees to pay up to \$ \_\_\_\_\_ to make  
118. repairs as required by the lender commitment. If the lender commitment is subject to any work orders for which the  
119. cost of making said repairs shall exceed this amount, Seller shall have the following options:  
120. (a) making the necessary repairs; or  
121. (b) negotiating the cost of making said repairs with Buyer; or  
122. (c) declaring this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. Buyer and Seller  
123. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest  
124. money paid here to be refunded to Buyer, unless Buyer provides for payment of the cost of said repairs or escrow  
125. amounts related thereto above the amount specified on line 117 of this Purchase Agreement.

126.  **SELLER**  **BUYER** agrees to pay any reinspection fee required by Buyer's lender(s).  
*(Check one.)*

127. **FHA ESCAPE CLAUSE (FHA Financing only):** "It is expressly agreed that, notwithstanding any other provisions  
128. of this contract, the purchaser shall not be obligated to complete the purchase of the Property described here or to incur  
129. any penalty by forfeiture of earnest money deposits or otherwise, unless the purchaser has been given in accordance  
130. with the Department of Housing and Urban Development ("HUD")/FHA or DVA requirements a written statement by the  
131. Federal Housing Commissioner, Department of Veterans' Affairs, or a Direct Endorsement lender setting forth the  
132. appraised value of the Property as not less than \$ \_\_\_\_\_ .  
*(sale price)*

133. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard  
134. to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage  
135. HUD will insure; HUD does not warrant the value nor the condition of the Property. The purchaser should satisfy himself/  
136. herself that the price and condition of the Property are acceptable."



**PURCHASE AGREEMENT**

137. Page 4 Date July 9th 2020

138. Property located at \_\_\_\_\_

139. **LENDER PROCESSING FEES (FHA, DVA Financing Only):** Seller agrees to pay Buyer's closing fees and miscellaneous processing fees which cannot be charged to Buyer, not to exceed \$ \_\_\_\_\_  
140. This amount is in addition to Seller's Contributions to Buyer's Costs, if applicable.

142. **DVA FUNDING FEE (DVA Financing only):** Pursuant to federal regulations, a one-time Funding Fee must be paid at the closing of this transaction as follows:

144. \_\_\_\_\_ paid by Buyer  **AT CLOSING**  **ADDED TO MORTGAGE AMOUNT**  
*(Check one.)*

145. \_\_\_\_\_ paid by Seller

146. **NOTE: DVA regulations limit the fees and charges Buyer can pay to obtain a DVA loan.**

147. **DEPARTMENT OF VETERANS' AFFAIRS ESCAPE CLAUSE (DVA Financing only):** "It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the Property described here, if the contract purchase price or cost exceeds the reasonable value of this Property established by the Department of Veterans' Affairs. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of reasonable value established by the Department of Veterans' Affairs."

153. **NOTE: Verify DVA requirements relating to payment of all special assessments levied and pending, and annual installments of special assessments certified to yearly taxes.**

155. **OTHER MORTGAGE FINANCING ITEMS:** \_\_\_\_\_

156. \_\_\_\_\_

157. **SELLER'S CONTRIBUTIONS TO BUYER'S COSTS:**

158. Seller  **IS**  **IS NOT** contributing to Buyer's costs. If answer is IS, Seller agrees to pay at closing, up to: *(Check one.)*

159.  \$ \_\_\_\_\_

160.  \_\_\_\_\_ percent (%) of the sale price

161. towards Buyer's closing fees, title service fees, title searches, title examinations, abstracting, lender's title insurance, owner's title insurance, prepaid items, other Buyer's costs allowable by lender, if any, and/or mortgage discount points. Any amount of Seller's contribution that exceeds Buyer's allowable costs, or which cannot be used because Seller's contribution exceeds the maximum Seller contribution allowed by law or by mortgage requirements, shall be retained by Seller.

166. **NOTE: The amount paid by Seller cannot exceed the maximum Seller contribution allowed by FHA, DVA, or lender. All funds paid by Seller on behalf of Buyer must be stated on the Closing Disclosure at closing.**

168. **INSPECTIONS:**

169. Buyer has been made aware of the availability of Property inspections. Buyer  **ELECTS**  **DECLINES** to have a Property Inspection performed at Buyer's expense. *(Check one.)*

171. This Purchase Agreement  **IS**  **IS NOT** contingent upon any inspection(s) of the Property obtained by Buyer to determine its condition, including any non-intrusive testing or any intrusive testing as allowed pursuant to this Purchase Agreement. *(Check one.)*

174. Any inspection(s) or test(s) shall be done by an inspector(s) or tester(s) of Buyer's choice. Buyer shall satisfy Buyer as to the qualifications of the inspector(s) or tester(s). For purposes of this Purchase Agreement, "intrusive testing" shall mean any testing, inspection(s), or investigation(s) that changes the Property from its original condition or otherwise damages the Property.

178. Seller  **DOES**  **DOES NOT** agree to allow Buyer to perform intrusive testing or inspection(s). *(Check one.)*

179. If answer is **DOES**, Buyer agrees that the Property shall be returned to the same condition it was in prior to Buyer's intrusive testing at Buyer's sole expense.



PURCHASE AGREEMENT

181. Page 5 Date July 9th 2020

182. Property located at 1801 NEBRASKA AVE

183. Seller will provide access to attic(s) and crawlspace(s).

184. Within Calendar Days of Final Acceptance Date of this Purchase Agreement, all inspection(s), test(s), and
185. resulting negotiations, if any, shall be done ("Inspection Period").

186. If this Purchase Agreement is contingent upon inspection, Buyer may cancel this Purchase Agreement based on the
187. inspection(s) or test result(s) by providing written notice to Seller, or licensee representing or assisting Seller, of Buyer's
188. intent to cancel no later than the end of the Inspection Period. If Buyer cancels this Purchase Agreement, Buyer and
189. Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all
190. earnest money paid here to be refunded to Buyer. If Buyer does not cancel this Purchase Agreement before the end
191. of the Inspection Period, then this Inspection Contingency shall be deemed removed and this Purchase Agreement
192. shall be in full force and effect.

193. OTHER INSPECTION ITEMS:
194.
195.
196.

SALE OF BUYER'S PROPERTY:

197. (Check one.)

199. 1. This Purchase Agreement is subject to an Addendum to Purchase Agreement: Sale of Buyer's Property
200. Contingency for the sale of Buyer's property. (If checked, see attached Addendum.)

201. OR

202. 2. This Purchase Agreement is contingent upon the successful closing on the Buyer's property located at
203. , which is scheduled to close on

204. pursuant to a fully executed purchase agreement. If Buyer's
205. property does not close by the closing date specified in this Purchase Agreement, this Purchase Agreement
206. is canceled. Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said
207. cancellation and directing all earnest money paid here to be refunded to Buyer. The language in this paragraph
208. supersedes any other provision to the contrary in any financing contingency made a part of this Purchase
209. Agreement, if applicable.

210. OR

211. 3. Buyer represents that Buyer has the financial ability to perform on this Purchase Agreement without the sale
212. and closing on any other property.

REAL ESTATE TAXES/SPECIAL ASSESSMENTS:

214. REAL ESTATE TAXES: Seller shall pay on the date of closing all real estate taxes due and payable in all prior years
215. including all penalties and interest.

216. Buyer shall pay PRORATED FROM DAY OF CLOSING ALL NONE /12ths OF real estate taxes
217. due and payable in the year of closing.

218. Seller shall pay PRORATED TO DAY OF CLOSING ALL NONE /12ths OF real estate taxes due and
219. payable in the year of closing.

220. If the Property tax status is a part- or non-homestead classification in the year of closing, Seller SHALL SHALL NOT
221. pay the difference between the homestead and non-homestead.

222. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which
223. is not otherwise here provided. No representations are made concerning the amount of subsequent real estate taxes.

PURCHASE AGREEMENT

224. Page 6 Date July 9th 2020

225. Property located at 1801 NEBRASKA AVE

226 DEFERRED TAXES/SPECIAL ASSESSMENTS:

227. [X] BUYER SHALL PAY [ ] SELLER SHALL PAY on date of closing any deferred real estate taxes (e.g., Green Acres) or special assessments, payment of which is required as a result of the closing of this sale.

228. (Check one.)

229. [ ] BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING [X] SELLER SHALL PAY ON DATE OF CLOSING (Check one.)

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

232. [ ] BUYER SHALL ASSUME [X] SELLER SHALL PAY on date of closing all other special assessments levied as of the Date of this Purchase Agreement.

233. (Check one.)

234. [ ] BUYER SHALL ASSUME [X] SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as of the Date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's provision for payment shall be by payment into escrow of two (2) times the estimated amount of the assessments or less, as required by Buyer's lender.)

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

238. As of the Date of this Purchase Agreement, Seller represents that Seller [ ] HAS [X] HAS NOT received a notice regarding any new improvement project from any assessing authorities, the costs of which project may be assessed against the Property. Any such notice received by Seller after the Date of this Purchase Agreement and before closing shall be provided to Buyer immediately. If such notice is issued after the Date of this Purchase Agreement and on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide for the payment of, or assume the special assessments. In the absence of such agreement, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement 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.

240. (Check one.)

241. ADDITIONAL PROVISIONS:

251. PREVIOUSLY WRITTEN PURCHASE AGREEMENT: This Purchase Agreement [ ] IS [X] IS NOT subject to cancellation of a previously written purchase agreement dated (Check one.)

252. (If answer is IS, said cancellation shall be obtained no later than)

253. If said cancellation is not obtained by said date, 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.)

255. DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a: (Check one.)

258. [X] WARRANTY DEED [ ] PERSONAL REPRESENTATIVE'S DEED [ ] CONTRACT FOR DEED [ ] TRUSTEE'S DEED

259. [ ] OTHER: DEED joined in by spouse, if any, conveying marketable title, subject to

260. (a) building and zoning laws, ordinances, and state and federal regulations;

261. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;

262. (c) reservation of any mineral rights by the State of Minnesota;

263. (d) utility and drainage easements which do not interfere with existing improvements;

264. (e) rights of tenants as follows (unless specified, not subject to tenancies):

265. ; and

266. (f) others (must be specified in writing):

267.

# PURCHASE AGREEMENT

268. Page 7 Date July 9th 2020

269. Property located at 1501 NEBRASKA AVE.
270. **POSSESSION:** Seller shall deliver possession of the Property: (Check one.)
271.  **IMMEDIATELY AFTER CLOSING;** or
272.  **OTHER:** \_\_\_\_\_
273. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property
274. by possession date.
275. **LINKED DEVICES:** Seller warrants that Seller shall permanently disconnect or discontinue Seller's access or service
276. to any device or system on or serving the property that is connected or controlled wirelessly, via internet protocol ("IP")
277. to a router or gateway or directly to the cloud no later than delivery of possession as specified in this Purchase
278. Agreement.
279. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity, and
280. natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of
281. fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.
282. **TITLE AND EXAMINATION:** As quickly as reasonably possible after Final Acceptance Date of this Purchase Agreement:
283. (a) Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property, if
284. in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or
285. owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or
286. assisting Seller, upon cancellation of this Purchase Agreement; and
287. (b) Buyer shall obtain the title services determined necessary or desirable by Buyer or Buyer's lender, including
288. but not limited to title searches, title examinations, abstracting, a title insurance commitment, or an attorney's
289. title opinion at Buyer's selection and cost and provide a copy to Seller.
290. Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs
291. and fees necessary to convey marketable title including obtaining and recording all required documents, subject to the
292. following:
293. In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional thirty
294. (30) days to make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In
295. addition to the thirty (30)-day extension, Buyer and Seller may, by mutual agreement, further extend the closing
296. date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to
297. the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is
298. canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a
299. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be
300. refunded to Buyer.
301. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land
302. owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller
303. warrants that the legal description of the real property to be conveyed has been or shall be approved for recording as
304. of the date of closing. Seller warrants that the buildings are or shall be constructed entirely within the boundary lines
305. of the Property. Seller warrants that there is a right of access to the Property from a public right-of-way.
306. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor, materials,
307. machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing in connection with
308. construction, alteration, or repair of any structure on, or improvement to, the Property.
309. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation
310. proceedings, or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller
311. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any
312. such notices received by Seller shall be provided to Buyer immediately.
313. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage, or acreage of land or improvements provided
314. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of
315. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.
316. **ACCESS AGREEMENT:** Seller agrees to allow reasonable access to the Property for performance of any surveys or
317. inspections agreed to here.

**PURCHASE AGREEMENT**

319. Property located at 1801 Nebraska

320. **RISK OF LOSS:** If there is any loss or damage to the Property between the Final Acceptance Date and the date of closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled, at Buyer's option, by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels this Purchase Agreement, 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.

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

327. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (Calendar or Business Days as specified) following the occurrence of the event specified and includes subsequent days (Calendar or Business Days as specified) ending at 11:59 P.M. on the last day.

330. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state or federal holidays unless stated elsewhere by the parties in writing.

332. **CALENDAR DAYS:** "Calendar Days" include Saturdays, Sundays, and state and federal holidays.

333. **RELEASE OF EARNEST MONEY:** Buyer and Seller agree that the Earnest Money Holder shall release earnest money from the Earnest Money Holder's trust account:

- 335. (a) at or upon the successful closing of the Property;
- 336. (b) pursuant to written agreement between the parties, which may be reflected in a *Cancellation of Purchase Agreement* executed by both Buyer and Seller;
- 338. (c) upon receipt of an affidavit of a cancellation under MN Statute 559.217; or
- 339. (d) upon receipt of a court order.

340. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and Seller shall affirm the same by a written cancellation agreement.

343. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the provisions of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable. If either Buyer or Seller defaults in any of the agreements here or there exists an unfulfilled condition after the date specified for fulfillment, either party may cancel this Purchase Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided here that this Purchase Agreement is canceled, said language shall be deemed a provision authorizing a Declaratory Cancellation under MN Statute 559.217, Subd. 4.

349. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific performance, such action must be commenced within six (6) months after such right of action arises.

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

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

360. BUYER HAS RECEIVED A: (Check any that apply.)  **DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT** OR A  **DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES FORM.**

362. **DESCRIPTION OF PROPERTY CONDITION:** See *Disclosure Statement: Seller's Property Disclosure Statement* or *Disclosure Statement: Seller's Disclosure Alternatives* for description of disclosure responsibilities and limitations, if any.

365. **BUYER HAS RECEIVED THE INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY.**

366. **BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY AND ITS CONTENTS.**



**PURCHASE AGREEMENT**

368. Page 9 Date July 9th 2020

369. Property located at \_\_\_\_\_

370. (Check appropriate boxes.)

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

372. CITY SEWER  YES  NO / CITY WATER  YES  NO

373. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

374. SELLER  DOES  DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR \_\_\_\_\_  
(Check one.)

375. SERVING THE PROPERTY. (If answer is DOES, and the system does not require a state permit, see Disclosure

376. Statement: Subsurface Sewage Treatment System.)

377. **PRIVATE WELL**

378. SELLER  DOES  DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY.  
(Check one.)

379. (If answer is DOES and well is located on the Property, see Disclosure Statement: Well.)

380. THIS PURCHASE AGREEMENT  IS  IS NOT SUBJECT TO AN ADDENDUM TO PURCHASE AGREEMENT:  
(Check one.)

381. SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.

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

383. IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS

384. RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE

385. TREATMENT SYSTEM.

386. **HOME PROTECTION/WARRANTY PLAN:** Buyer and Seller are advised to investigate the various home protection/  
387. warranty plans available for purchase. Different home protection/warranty plans have different coverage options,  
388. exclusions, limitations, and service fees. Most plans exclude pre-existing conditions. (Check one.)

389.  A Home Protection/Warranty Plan will be obtained by  BUYER  SELLER and paid for by \_\_\_\_\_  
(Check one.)

390.  BUYER  SELLER to be issued by \_\_\_\_\_  
(Check one.)

391. at a cost not to exceed \$ \_\_\_\_\_.

392.  No Home Protection/Warranty Plan is negotiated as part of this Purchase Agreement. However, Buyer may elect

393.  to purchase a Home Protection/Warranty Plan.

**AGENCY NOTICE**

394. \_\_\_\_\_  
395. \_\_\_\_\_ is  Seller's Agent  Buyer's Agent  Dual Agent  Facilitator.  
(Licensee) (Check one.)

396. \_\_\_\_\_  
(Real Estate Company Name)

397. \_\_\_\_\_ is  Seller's Agent  Buyer's Agent  Dual Agent  Facilitator.  
(Licensee) (Check one.)

398. \_\_\_\_\_  
(Real Estate Company Name)

399. THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.

**PURCHASE AGREEMENT**

400. Page 10 Date July 9th 2020

401. Property located at \_\_\_\_\_

**DUAL AGENCY REPRESENTATION**

402. **PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:**

404.  Dual Agency representation **DOES NOT** apply in this transaction. *Do not complete lines 405-421.*

405.  Dual Agency representation **DOES** apply in this transaction. *Complete the disclosure in lines 406-421.*

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

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

414. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and

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

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

419. Seller \_\_\_\_\_ Buyer \_\_\_\_\_

420. Seller \_\_\_\_\_ Buyer \_\_\_\_\_

421. Date \_\_\_\_\_ Date \_\_\_\_\_

422. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the  
423. cash outlay at closing or reduce the proceeds from the sale.

424. **SETTLEMENT STATEMENT:** Buyer and Seller authorize the title company, escrow agent, and/or their representatives  
425. to disclose and provide copies of the disbursing agent's settlement statement to the real estate licensees involved in  
426. the transaction at the time these documents are provided to Buyer and Seller.

427. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code  
428. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold  
429. tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller  
430. agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

431. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same  
432. is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive  
433. the closing and delivery of the deed.

434. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement  
435. reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer  
436. identification numbers or Social Security numbers.

437. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for  
438. withholding the applicable tax, Buyer and Seller should seek appropriate legal and tax advice regarding FIRPTA  
439. compliance, as the respective licensee's representing or assisting either party will be unable to assure either  
440. party whether the transaction is exempt from FIRPTA withholding requirements.



**PURCHASE AGREEMENT**

441. Page 11 Date July 9th 2020

442. Property located at \_\_\_\_\_

443. **ENTIRE AGREEMENT:** This Purchase Agreement and any addenda or amendments signed by the parties shall  
444. constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer and  
445. Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this  
446. Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Seller and  
447. Buyer or by operation of law. All monetary sums are deemed to be United States currency for purposes of this Purchase  
448. Agreement.

449. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this  
450. transaction constitute valid, binding signatures.

451. **FINAL ACCEPTANCE:** To be binding, this Purchase Agreement must be fully executed by both parties and a copy  
452. must be delivered.

453. **SURVIVAL:** All warranties specified in this Purchase Agreement shall survive the delivery of the deed or contract  
454. for deed.

455. **DATE OF THIS PURCHASE AGREEMENT:** Date of this Purchase Agreement to be defined as the date on line one  
456. (1) of this Purchase Agreement.

457. **OTHER:** \_\_\_\_\_  
458. \_\_\_\_\_  
459. \_\_\_\_\_  
460. \_\_\_\_\_  
461. \_\_\_\_\_  
462. \_\_\_\_\_  
463. \_\_\_\_\_  
464. \_\_\_\_\_  
465. \_\_\_\_\_  
466. \_\_\_\_\_  
467. \_\_\_\_\_  
468. \_\_\_\_\_

469. **ADDENDA:** The following addenda are attached and made a part of this Purchase Agreement.

470. **NOTE:** Disclosures and optional Arbitration Agreement are not part of this Purchase Agreement.

- 471.  Addendum to Purchase Agreement
- 472.  Addendum to Purchase Agreement: Assumption Financing
- 473.  Addendum to Purchase Agreement: Buyer Move-In Agreement
- 474.  Addendum to Purchase Agreement: Buyer Purchasing "As Is" and Limitation of Seller Liability
- 475.  Addendum to Purchase Agreement: Condominium/Townhouse/Cooperative Common Interest Community
- 476. ("CIC")
- 477.  Addendum to Purchase Agreement: Contract for Deed Financing
- 478.  Addendum to Purchase Agreement: Disclosure of Information on Lead-Based Paint and Lead-Based Paint
- 479. Hazards
- 480.  Addendum to Purchase Agreement: Sale of Buyer's Property Contingency
- 481.  Addendum to Purchase Agreement: Seller's Rent Back Agreement
- 482.  Addendum to Purchase Agreement: Short Sale Contingency
- 483.  Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Inspection Contingency



**PURCHASE AGREEMENT**

484. Page 12 Date July 9th 2020

485. Property located at \_\_\_\_\_

486. I agree to sell the Property for the price and on the  
487. terms and conditions set forth above.

488. I have reviewed all pages of this Purchase  
489. Agreement.

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.

490.  If checked, this Purchase Agreement is subject to  
491. attached Addendum to Purchase Agreement:  
492. Counteroffer.

493. **FIRPTA:** Seller represents and warrants, under penalty  
494. of perjury, that Seller  IS  IS NOT a foreign person (i.e., a  
(check one.)

495. non-resident alien individual, foreign corporation, foreign  
496. partnership, foreign trust, or foreign estate for purposes of  
497. income taxation. (See lines 427-440.) This representation  
498. and warranty shall survive the closing of the transaction  
499. and the delivery of the deed.

500. X [Signature] \_\_\_\_\_  
(Seller's Signature) (Date)

X [Signature] 7/9/20  
(Buyer's Signature) (Date)

501. X JOSH FEILSTAD  
(Seller's Printed Name)

X Scott Swanson  
(Buyer's Printed Name)

502. X \_\_\_\_\_  
(Marital Status)

X \_\_\_\_\_  
(Marital Status)

503. X \_\_\_\_\_  
(Seller's Signature) (Date)

X \_\_\_\_\_  
(Buyer's Signature) (Date)

504. X \_\_\_\_\_  
(Seller's Printed Name)

X \_\_\_\_\_  
(Buyer's Printed Name)

505. X \_\_\_\_\_  
(Marital Status)

X \_\_\_\_\_  
(Marital Status)

506. **FINAL ACCEPTANCE DATE:** 7/10/20 The Final Acceptance Date  
507. is the date on which the fully executed Purchase Agreement is delivered.

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

510. I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE **DISCLOSURE**  
511. **STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT,**  
512. **WHICH IS AN OPTIONAL, VOLUNTARY AGREEMENT AND IS NOT PART OF THIS PURCHASE AGREEMENT.**  
513. SELLER(S) [Signature] BUYER(S) [Signature]  
514. SELLER(S) \_\_\_\_\_ BUYER(S) \_\_\_\_\_





No delinquent taxes & transfer entered



Doc No T02567673

Certified, filed and/or recorded on  
Sep 8, 2016 2:38 PM

Ramsey County, Minnesota  
Christopher A. Samuel  
County Auditor and Treasurer

Office of the Registrar of Titles  
Ramsey County, Minnesota  
Susan R Roth, Registrar of Titles  
Christopher A. Samuel, County Auditor and Treasurer

Deputy 703

Pkg ID 1147466C

County Conservation Fee	\$5.00
Document Recording Fee Torrens	\$46.00
Environmental Response Fund .0001	\$0.05
Notary Fee	\$1.00
State Deed Tax .0033	\$1.65
<b><i>Document Total</i></b>	<b>\$53.70</b>

**Existing Certs**

558391

558391  
memorial

**QUIT CLAIM DEED**  
Individual(s) to Individual(s)

Minnesota Uniform Conveyancing Blanks  
Form 10.3.1 (2013)

eCRV number: \_\_\_\_\_

DEED TAX DUE: \$ 1.70

DATE: 9-8-2016  
(month/day/year)

FOR VALUABLE CONSIDERATION, JOHN C. HANGGI (single)  
(insert name and marital status of each Grantor) ("Grantor"),

hereby conveys and quitclaims to JOSHUA J. FRILSTAD  
(insert name of each Grantee) ("Grantee"), real property

in RAMSEY County, Minnesota, legally described as follows:

LOT 41 BLOCK 2 HAYDEN HEIGHTS

CONSIDERATION FOR TRANSFER OF PROPERTY IS \$500.00 OR LESS

Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto.

Check applicable box:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: \_\_\_\_\_)
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

John C. Hanggi  
(signature)

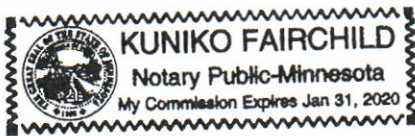
\_\_\_\_\_  
(signature)

State of Minnesota, County of Ramsey

This instrument was acknowledged before me on September 8, 2016, by \_\_\_\_\_  
(month/day/year)

John C Hanggi, single  
(insert name and marital status of each Grantor)

(Stamp)



Kuniko Fairchild  
(signature of notarial officer)

Title (and Rank): notary

My commission expires: \_\_\_\_\_  
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:  
(insert name and address)

John C. Hanggi  
1802 NEBRASKA AV. EA.  
ST. PAUL, MN. 55119

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:  
(insert legal name and residential or business address of Grantee)

JOSHUA J. FRILSTAD  
2575 IVY AVE E.  
MAPLEWOOD, MN 55115

# Certificate of Title

Certificate Number: **558391**

Created by Document Number: **1958800**

Transfer From Certificate Number: **536358**

Originally registered August 4, 1913. Book 40, Page 242, District Court No: 1519

State of Minnesota }  
County of Ramsey } S.S. REGISTRATION

This is to certify that

Maria Elena Penaloza, whose address is 1801 Nebraska Avenue East, Saint Paul, Minnesota, 55119  
is now the owner of an estate in fee simple

In the following described land situated in the County of Ramsey and State of Minnesota,

Lot 41, Block 2, Hayden Heights

Subject to the interests shown by the following memorials and to the following rights or encumbrances set forth in Minnesota statutes chapter 508, namely:

1. Liens, claims, or rights arising under the laws of the Constitution of the United States, which the statutes of this state cannot require to appear of record;
2. Any real property tax or special assessment;
3. Any lease for a period not exceeding three years, when there is actual occupation of the premises under the lease;
4. All rights in public highways upon the land;
5. Such right of appeal or right to appear and contest the application as is allowed by law;
6. The rights of any person in possession under deed or contract for deed from the owner of the certificate of title;
7. Any outstanding mechanics lien rights which may exist under sections 514.01 to 514.17.

Memorials				
Document Number	Document Type	Date Received Month Day, Year Time	Amount (\$)	Running in Favor Of
275522	Easement	Jan 30, 1950 9:00 AM		Easement for slopes, cuts and fills in the grading of alley adjoining above property.
1778724	Mortgage	Sep 23, 2003 2:00 PM	\$159,080.00	Prestige Mortgage, LLC, a Minnesota limited liability company, 1120 East 80th Street #101, City of Bloomington, County of Hennepin, State of Minnesota
1778725	Assignment of Mortgage	Sep 23, 2003 2:00 PM		Inter Saving Bank, fsb, 6545 France Avenue South Suite 130, City of Edina, County of Hennepin, State of Minnesota Assigns document no(s). 1778724
1958801	Mortgage	Apr 17, 2006 2:00 PM	\$164,000.00	Long Beach Mortgage Company, a Delaware corporation, 1400 South Douglas Road Suite 100, City of Anaheim, State of California
1958802	Mortgage	Apr 17, 2006 2:00 PM	\$41,000.00	Long Beach Mortgage Company, a Delaware corporation, 1400 South Douglas Road Suite 100, City of Anaheim, State of California
1961602	Satisfaction	May 5, 2006 12:00 AM		Satisfies document no. 1778724.
1997736	Assignment of Mortgage	Mar 6, 2007 11:00 AM		Deutsche Bank National Trust Company, as Trustee for Long Beach Mortgage Loan Trust 2006-4, c/o Washington Mutual Office 156 Mail Stop N070206 19850 Plummer Avenue, City of Chatsworth, State of California Assigns document no. 1958801.
2009619	Power of Attorney	Jun 29, 2007 1:00 PM		Deutsche Bank National Trust Company appoints Washington Mutual Bank as their attorney-in-fact
2009620	Notice of Foreclosure and Power of Attorney	Jun 29, 2007 1:00 PM		Deutsche Bank National Trust Company as Trustee for Long Beach Mortgage Loan Trust 2006-4 appoints Murnane Brandt Professional Association as their attorneys in fact and proceeds to foreclose on mortgage doc no. 1958801.
2049089	Satisfaction	Aug 22, 2008 4:00 PM		Satisfies document no. 1958801.

Memorials				
Document Number	Document Type	Date Received Month Day, Year Time	Amount (\$)	Running in Favor Of
2181795	Auditor's Certificate	Aug 8, 2012 11:00 AM		State of Minnesota - For delinquent real estate taxes for the year of 2008.
2213020	Contract for Deed	Jun 12, 2013 3:00 PM		John C. Hanggi, vendee Covers interest of the State of Minnesota
2504659	State Deed	May 29, 2014 1:44 PM		John C Hanggi Conveys interest of the State of Minnesota Subject to a reservation by the State of Minnesota of all minerals and mineral rights.
2567673	Quit Claim Deed	Sep 8, 2016 2:38 PM		Joshua J Frilstad. Conveys interest of John C. Hanggi.
2672138	Auditor's Certificate	Aug 12, 2020 10:42 AM		State of Minnesota. For delinquent Real Estate Taxes for the year of 2016.

Indexes Verified through 11/4/2020



IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of my office this 17th day of April, 2006.

**Dorothy McClung**

**Registrar of Titles,**

**In and for the County of Ramsey and State of Minnesota.**

financial  
**one**

Your Solutions Credit Union  
643 40th Avenue NE  
Columbia Heights, MN 55421  
763-464-7800

# MONEY ORDER

No. [REDACTED]

75-7350  
2910

10/15/20

\*\*\* TWO HUNDRED FIFTY DOLLARS AND 00 CENTS \*\*\*

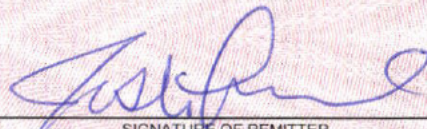
\$250.00

PAY

EXACTLY  **250** Dollars **00** Cents  
two five zero dollars zero zero cents

TO THE  
ORDER OF

RAMSEY COUNTY



SIGNATURE OF REMITTER

2575 IVY AVE E #115

ADDRESS

MAPLEWOOD, MN 55119

CITY & STATE

No [REDACTED]

Acct: [REDACTED] Teller: 0164 Date: 06/17/13 Time: 3:23pm

-----  
See receipt for reference  
-----

Check Number: ~~XXX~~ [REDACTED]

Purpose :

Amount : \$3,000.00

Pay to : JOHN C HANGGI

RE: JOSHUA JAMES FRILSTAD

**Financial**  
**ONE**  
**CREDIT UNION**  
843 48<sup>th</sup> Avenue NE  
Columbia Heights, MN 55421  
763-464-7000