



Commission Disbursement Authorization

FHLMC Loan# 576138355 Asset ID #: 1197514
 Closing Attorney/Escrow Name: PAM ERICKSON
 Property Address: 865 YORK AVENUE, SAINT PAUL, MN, 55106
 Buyers Name: Kurt Manley
 Sales Price: \$ 25000.00 Approved Commission 12.00% or \$3000.00

INSTRUCTIONS TO PAY COMMISSION

Listing Broker Amount \$ 1500.00 % 50.00

Incentive/Bonus (if applicable):

Company Name: PRODIGY HOME SVCS INC
 Address: 2475 MAPLEWOOD DR #115
 City/State: MAPLEWOOD / MN 55109
 Listing Broker Name: COREY MCCRACKEN

Selling Broker Amount \$ 1500.00 % 50.00

Incentive/Bonus (if applicable):

Company Name: Keller Williams
 Address: 16201 90th St NE Ste 100
 City/State: Ostese mn 55330
 Selling Broker Name: Brett Cleveland


Total Commission (Does not include incentives and/or bonuses) Amount \$ 3000.00

The Listing and Selling Brokers hereby approve the above commission and incentives and bonuses (if applicable), and demand is hereby made for the same at the close of escrow. Notwithstanding the foregoing, Listing Broker understands and agrees that in accordance with Section 11 of the HomeSteps Master Listing and Services Agreement, Freddie Mac may withhold part or all of the above commission and/or incentives and bonuses (including those amounts that are payable to the Selling Broker, if Listing Broker is acting in a dual capacity) in order to offset any amounts owed or claims to be owed by the Listing Broker to Freddie Mac. In the event that such claim amount has not been determined with certainty, Freddie Mac is entitled to offset from the commission and/or incentives and bonuses, the amount Freddie Mac estimates, in its sole discretion, it could suffer as a loss.

Listing Broker Name: COREY MCCRACKEN Selling Broker Name: Brett Cleveland
 License No: 20318799 License No: 40433227

 Signature of Authorized Party
 Signature of Authorized Party

Federal Home Loan Mortgage Corporation

Seller:  Date: 6-23-17

FEDERAL HOME LOAN MORTGAGE CORPORATION
 The Academy Law Group PA, as Attorney-in-Fact
 Pamela Erickson, Authorized Signer

0009667

11-24

Office AU #

1210(8)

PERSONAL MONEY ORDER

0966778018

Remitter: KURTIS L MANLEY
Operator I.D.: u548898

June 22, 2017

PAY TO THE ORDER OF ***REMAX PRODIGY HOMESERVICES ***

Five hundred dollars and no cents

✓ **\$500.00**

Payee Address:

Memo: 865 YORK AVE ST PAUL

WELLS FARGO BANK, N.A.
5620 BROOKLYN BLVD
BROOKLYN CENTER, MN 55429
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$ 500.00

Purchaser's Signature

⑈0966778018⑈ ⑆121000248⑆4861 507267⑈

Received 6-22-17

[Handwritten Signature]

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**ADDENDUM # 1 TO CONTRACT OF SALE
(Single-Family Real Estate Disposition)**

For purpose of this addendum (Addendum) the Seller is:

- Federal Home Loan Mortgage Corporation (Freddie Mac or HomeSteps)
- Federal Home Loan Mortgage Corporation (Freddie Mac or HomeSteps), as Trustee for

This Addendum is to be made a part of the agreement (Contract of Sale) dated 5-26 2017, between Seller and Kurt Manley (Purchaser), for the property located at: 865 YORK AVENUE, SAINT PAUL, MN, 55106 (the "Property").

IN THE EVENT ANY PROVISION OF THIS ADDENDUM CONFLICTS IN WHOLE OR IN PART WITH THE TERMS OF THE CONTRACT OF SALE, OR ANY OTHER ADDENDA, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL.

1. CONDITIONS OF SALE: Purchaser acknowledges that Seller obtained the Property by foreclosure, deed in lieu of foreclosure, forfeiture or similar process. The Contract of Sale is subject to each of the following conditions: (i) final acquisition of the Property by Seller; (ii) the ability of Seller to provide insurable title; (iii) the mortgage insurance company's approval of the sale; and (iv) if required by Seller, the repurchase of the Property by the prior mortgage servicer from Seller. In the event any of these conditions are applicable, at Seller's option and at Seller's sole discretion, Seller may notify Purchaser that the Contract of Sale is canceled, the deposit shall be returned to Purchaser and Seller shall have no further obligation to sell or convey the Property to Purchaser.

IT IS EXPRESSLY AGREED AND ACKNOWLEDGED BY THE PURCHASER THAT ANY EXPRESS REPRESENTATIONS, WARRANTIES, OR STATEMENTS CONTAINED IN THE CONTRACT OF SALE, WHETHER REFERRING TO THE CONDITION OF THE PROPERTY, OR WHETHER REFERRING TO THE EXISTENCE OF FEATURES, FUNCTIONS OR SERVICES RELATING TO OR SERVING THE PROPERTY (INCLUDING, BY WAY OF EXAMPLE ONLY, WHETHER THE PROPERTY HAS PARTICULAR TYPES OF UTILITY SERVICES OR INGRESS/EGRESS RIGHTS), ARE SPECIFICALLY WAIVED, DISCLAIMED, AND RENDERED NULL AND VOID.

KM (Purchaser's Initials) **IN THE EVENT THAT THE CONTRACT OF SALE CONTAINS ANY EXPRESS PROVISIONS IN WHICH OPTIONAL LANGUAGE EXISTS FOR SELECTION BY THE PARTIES (INCLUDING, BY WAY OF EXAMPLE ONLY, BOXES TO BE CHECKED), THE PURCHASER EXPRESSLY AGREES AND ACKNOWLEDGES THAT THE REPRESENTATIONS, WARRANTIES, OR STATEMENTS CONTAINED IN SUCH LANGUAGE (EVEN IF CHECKED, SIGNED, INITIALED OR OTHERWISE MARKED SIGNIFYING AGREEMENT WITH OR ACCEPTANCE OF THE LANGUAGE) ARE SPECIFICALLY WAIVED, DISCLAIMED, AND RENDERED NULL AND VOID.**

IT IS THE EXPRESS INTENTION OF THE SELLER AND THE PURCHASER THAT THE ONLY WARRANTIES, REPRESENTATIONS, OR STATEMENTS (IF ANY) MADE BY THE SELLER AND RELIED UPON BY THE PURCHASER ARE THOSE THAT MAY BE CONTAINED IN THIS ADDENDUM.

2. TITLE: The extent of Seller's obligation with respect to title shall be to provide insurable title to Purchaser. Title to the Property may run from the owner of record, or from Seller by act of power of attorney on behalf of the recorded owner. Conveyance will be by deed that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through or under grantor. Such deed may be known as a SPECIAL WARRANTY, LIMITED WARRANTY, QUIT CLAIM OR BARGAIN AND SALE DEED, or other local form of Deed acceptable to the recording agent and Seller. The agent responsible for settling the

Seller's Initials [Signature]

Buyer's Initials KM

transaction, disbursing funds and closing escrow ("Closing Agent") is responsible for providing or obtaining the legal description of the property. The legal description shall be the same legal description as contained in the foreclosure deed or the deed-in-lieu of foreclosure, as applicable, or any revision thereto.

3. **UNWRITTEN STATEMENTS:** Unwritten or oral statements, representations, promises, negotiations, or agreements shall not be considered to be part of the Contract of Sale unless incorporated in writing into the Contract of Sale.

4. **TIME IS OF THE ESSENCE; CLOSING.** IT IS AGREED THAT TIME IS OF THE ESSENCE WITH RESPECT TO ALL DATES SPECIFIED IN THE CONTRACT OF SALE, THIS ADDENDUM AND ANY ADDENDA OR AMENDMENTS THERETO. Settlement/closing shall be held in the offices of a Closing Agent selected by Purchaser, in accordance with the provisions of paragraph 17 herein, unless otherwise required by applicable law. Closing shall occur on or before July 17, 2017, or within seven (7) calendar days of Purchaser's loan approval, whichever is earlier, unless the closing date is extended in writing signed by the Seller and Purchaser. Purchaser shall deliver the earnest money deposit in certified funds to the real estate broker listing the property for sale pursuant to a separate agreement with Seller ("Broker"). The earnest money deposit shall be held by the Closing Agent in escrow or Broker in a noninterest bearing account. At closing, Purchaser must pay any amounts due by cashier's checks drawn on a United States regulated financial institution authorized to engage in banking activities within the United States made payable to the Closing Agent or by wire transfer from a United States regulated financial institution authorized to engage in banking activities within the United States consistent with Paragraph 14. The sale may not be closed in escrow without the prior written consent of Seller. In the event closing does not occur by the closing date specified in this Section 4, or any written extension, this Agreement is automatically terminated. Upon such termination Seller, without further communication with Purchaser and in Seller's sole discretion, will have the right to instruct the Closing Agent to cancel the settlement and the Seller shall be entitled to the remedy described in paragraph 19 of this Addendum. In the event Seller agrees to Purchaser's request for a written extension of this Agreement, Purchaser agrees to pay to Seller a per diem of \$ 100.00 per calendar day through and including the new closing date specified in the written extension. Purchaser agrees that it will not provide any instructions to the Closing Agent that are inconsistent with this Addendum and, in that event Purchaser does so, such instructions are null and void *ab initio*.

5. **PRORATIONS:** Seller and Purchaser agree to prorate the following expenses as of closing: utility charges, water and sewer charges, fuel/heating oil (if applicable) real estate taxes and assessments, common area charges, cooperative fees, maintenance fees, and rents, if any. Rental payments will be prorated outside and after closing, and will not be reflected on the settlement statement. Prorated rental payments are to be returned to the tenant from whom they were received, once requested, and not returned to Purchaser. Payment of homeowner's association or special assessments shall be paid current and prorated between Purchaser and Seller as of the closing date with payments not yet due and owing to be assumed by Purchaser without credit toward purchase price. HOWEVER, Seller shall not be responsible for homeowner's association assessments that accrued prior to the date Seller acquired the Property. In determining prorations, the day of closing shall be charged to Purchaser. All prorations at closing, including prorations for taxes, are final. If the property is a single family property with no more than one dwelling unit, then rents (if any) shall not be prorated.

6. **OCCUPANCY STATUS:** In the event the Property is occupied by tenant(s), Seller makes no representations regarding (i) compliance of the Property with any rent control or registration laws, (ii) the existence of any written leases, (iii) the remaining term of any tenancy, (iv) the amount of monthly rent, and (v) whether the tenant(s) are current in payment of rent. In addition, Seller does not hold any security deposits for any tenant(s) and shall not transfer any security deposits to Purchaser, and after closing Purchaser shall be solely responsible for the return of any security deposits (and interest thereon, if applicable) upon the demand of any tenant(s). Seller does not warrant that the Property will be vacant by the date of closing and shall not be responsible for any eviction expenses incurred by Purchaser before or after closing. Seller does not warrant that the current tenant, if any, will continue to occupy the Property after closing or enter into a new lease agreement with Purchaser. Purchaser agrees to be solely responsible for all matters relating to occupancy of the Property after closing.

7. **DELIVERY OF POSSESSION:** Seller shall deliver possession of Property to Purchaser at closing and funding of sale, or upon successful completion of closing and settlement in accordance with local practice and custom. Purchaser may not occupy the Property prior to closing and funding. In the event Purchaser alters the Property or occupies the Property or permits it to be occupied by any other person prior to closing, then Purchaser shall be in default of the Contract of Sale and Seller may terminate the Contract of Sale and Purchaser shall be liable to

Seller's Initials
Buyer's Initials

Seller for damages caused by such alteration or occupation of the Property prior to closing. Purchaser's deposit and rights to any improvements to the Property shall be forfeited to Seller and Purchaser hereby waives any and all claims for damages or compensation for improvements made by Purchaser to the Property including but not limited to any claims based on unjust enrichment. The remedies available to Seller described in this paragraph shall not be limited by the remedies described in paragraph 19 of this Addendum.

8. CONDITION OF PROPERTY:

a. PURCHASER UNDERSTANDS THAT SELLER OBTAINED THE PROPERTY BY FORECLOSURE, DEED IN LIEU OF FORECLOSURE, FORFEITURE OR SIMILAR PROCESS AND CONSEQUENTLY, SELLER HAS LITTLE OR NO DIRECT KNOWLEDGE REGARDING THE CONDITION OF THE PROPERTY.

Purchaser accepts the Property in "AS IS" condition at the date of the Contract of Sale, including, without limitation, any defects or environmental conditions affecting the Property, known or unknown. To the extent Seller makes any repairs or upgrades to the condition of the Property, Purchaser accepts such items in "AS IS" condition at the date of closing.

PURCHASER ACKNOWLEDGES THAT NEITHER SELLER NOR ITS AGENTS HAVE MADE ANY WARRANTIES, IMPLIED OR EXPRESSED, RELATING TO THE CONDITION OF THE PROPERTY.

Seller and its agents shall not be responsible for the repair, replacement or modification of any deficiencies, malfunctions or mechanical defects in the material, workmanship and mechanical components of the appurtenant structures and improvements prior or subsequent to closing. Seller makes no representation or warranty as to whether the Property is connected to or served by a public sewer, a water supply or legal ingress/egress access. In the event that the Contract of Sale contains a statement or representation to the effect that the Property is connected to or served by a public sewer, water supply or ingress/egress access, notwithstanding such statement or representation the Purchaser acknowledges and agrees that such statement or representation is specifically waived, disclaimed, and rendered null and void. Items of personal property are not included in this sale. Seller makes no representation or warranty as to the condition of personal property, title to personal property or whether any personal property is encumbered by liens. Purchaser agrees that Seller shall have no liability for any claim or losses Purchaser or Purchaser's successors and/or assigns may incur as a result of any condition or other defect which may now or hereafter exist with respect to the Property.

b. Purchaser understands and acknowledges that neither Seller nor its agents and contractors are expert in the detection or remediation of mold, mildew, fungus, high-sulfur content building materials, such as drywall, illegal or industrial chemicals and substances and associated environmental conditions or related adverse health effects. Purchaser is encouraged, in conjunction with Purchaser's rights to inspect the Property in Section 9 of this Addendum, to inspect the Property for mold, mildew, fungus, high-sulfur content building materials, illegal or industrial chemicals and substances and associated environmental conditions, including water leaks from plumbing and sewage pipes and fixtures, and moisture penetration in floors, walls, ceilings; corrosion or deterioration of air handling equipment, electrical wiring, and other metal components; and structural components of the Property. Purchaser understands and acknowledges that, in its efforts to put the Property in marketable condition, Seller may have hired or may hire contractors to make repairs and improve the appearance of the Property by, among other things, painting walls, replacing floor coverings, and cleaning interior and exterior surfaces. Purchaser agrees that neither Seller nor its agents shall be liable for any claims or losses that Purchaser, Purchaser's family members, Purchaser's successors and/or assigns, or persons occupying the Property as guests, tenants or licensees of Purchaser may incur as a result of the discovery, after the delivery of possession of the Property to Purchaser, of mold, mildew, fungus, high-sulfur content building materials or associated environmental conditions regardless of whether those conditions existed prior to the delivery of possession or developed thereafter.

c. Purchaser understands and agrees that the Property may contain local or state building code violations as well as violations of condominium association, homeowners association or other community association rules, restrictions, covenants and bylaws that may or may not have resulted in fines or assessments. Seller disclaims knowledge or liability for any such violations, fines or assessments and Purchaser agrees to accept the Property with all such violations, fines or assessments except to the extent that such violations, fines or assessments would conflict with Seller's obligations regarding title under paragraph 2.

9. INSPECTIONS AND DUE DILIGENCE RIGHT; CONTRACT CANCELLATION RIGHTS: Seller authorizes Purchaser, at Purchaser's expense, JCM (Purchaser's Initials) to make a complete inspection of the Property and conduct all desired, non-destructive tests, surveys, appraisals, investigations, examinations and

Seller's Initials [Signature]
Buyer's Initials JCM

inspections of the Property and title to the Property as Purchaser deems appropriate within ten (10) calendar days from the final execution date (Seller's acceptance date) of the Contract of Sale. Purchaser may obtain an appraisal or survey of the Property, order a search of title documents, homeowner's or condominium association records and other governmental and non-governmental records related to the Property, and conduct due diligence as to the insurability of the Property and types and amounts of insurance required or desired for the Property (e.g., flood, hazard, title, etc.). Purchaser should obtain all inspections and conduct all due diligence necessary to fully inform Purchaser if the Property is in a physical and legal condition materially different than when Purchaser made the offer to purchase the Property by executing the Contract of Sale.

JCM (Purchaser's Initials) Purchaser acknowledges that it is Purchaser's sole responsibility to obtain inspection reports by qualified professionals with respect to the physical and legal status of the Property, to determine the presence of any environmental conditions affecting the Property and/or any toxic or hazardous substances on the Property which would make it uninhabitable or dangerous to the health of the occupants, or other factors regarding the Property about which Purchaser may be concerned. Purchaser shall provide Seller with reasonable notice of any inspections. In the event the inspection reveals material deficiencies that were not known to Purchaser at the time the Purchaser signed the Contract of Sale, Purchaser may cancel the Contract of Sale and the deposit paid by Purchaser shall be returned to Purchaser. To cancel in such event, Purchaser must, within twelve (12) calendar days from the final execution date of the Contract of Sale, provide Seller with written notice of cancellation.

PURCHASER'S FAILURE TO FURNISH WRITTEN NOTICE OF CANCELLATION WITHIN THE TWELVE (12) DAY TIME PERIOD SHALL CONCLUSIVELY BE DEEMED PURCHASER'S ELECTION TO ACCEPT THE CONDITION OF THE PROPERTY AND TO PROCEED WITH THE TRANSACTION.

10. COMPLIANCE CERTIFICATES: Any obligation of Seller to obtain a compliance certificate relating to the Property (such as a certification relating to smoke detectors) shall not apply in the event the Property is not in habitable condition, unless otherwise required by law.

11. TERMITES/WOOD DESTROYING INSECTS: Notwithstanding any provision to the contrary in the Contract of Sale, Seller shall not be required to repair or treat any damage caused by termites or other wood destroying insects unless Seller specifically agrees to do so as indicated below.

a. Seller shall not repair or treat any such damage caused by termites or wood destroying insects.

b. Seller agrees to limited repairs and/or treatment of damage caused by termites or other wood destroying insects.

THE PARTIES AGREE THAT THE COST TO SELLER FOR SUCH REPAIRS AND/OR TREATMENTS SHALL NOT EXCEED \$ 0.00. If the cost for any such repairs exceeds such amount, then

(i) Purchaser shall be responsible for the cost and expense of any amounts exceeding such termite repair limit, or (ii) Seller shall have the right to cancel the Contract of Sale and the deposit paid by Purchaser shall be returned to Purchaser.

12. REPAIRS: Seller's responsibility for any repairs required by Purchaser's prospective lender shall not exceed \$ 0.00. If the cost for any such repairs exceeds such amount, then (i) Purchaser shall be responsible for the cost and expense of any amounts exceeding such repair limit, or (ii) Seller shall have the right to cancel the Contract of Sale and return the deposit paid by Purchaser. PURCHASER SHALL NOT HAVE THE RIGHT TO MAKE ANY REPAIRS TO THE PROPERTY PRIOR TO CLOSING.

13. INDEMNIFICATION: Purchaser agrees to indemnify Seller and fully protect, defend and hold Seller, its tenants, agents, employees and contractors, harmless from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made against Seller or any damage to the Property of any adjoining property, or any injury to Purchaser or any other persons that may result from or arise out of inspections made by Purchaser or its agents, employees and contractors prior to closing.

14. FINANCING AND PAYMENT AT CLOSING: The type of financing shall be as follows (check paragraph (a), (b), or (c) below as applicable):

a. Purchaser shall apply for HomeSteps Financing from a participating lender in the form of a first mortgage secured by the Property in the amount of \$ _____ which amortizes over a period of _____ years at the prevailing interest rate at time of loan application. Under this financing, Purchaser will not be required to obtain mortgage insurance or obtain a valuation of the Property, such as an appraisal, so long as

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Buyer's Initials JCM

the sale closes on or before the date specified in Section 4 of this Addendum. The value used by your lender to assess your application for HomeSteps Financing will be the gross sales price listed in the Contract of Sale. HomeSteps Financing may not be available in all markets, so please check with your agent and your lender regarding availability before making this selection.

b. Purchaser shall apply for financing from a third party financial institution in the form of a first mortgage secured by the Property in the amount of \$_____. Purchaser agrees to accept a prevailing rate of interest at the time of closing. Also check one of the following as applicable:

Conventional, FHA, VA,

Other: _____

c. Purchaser shall not use any third party financing to purchase the Property. Purchaser agrees that it will wire the closing funds from a United States regulated financial institution authorized to engage in banking activities within the United States or provide a cashier's check drawn on a United States regulated financial institution authorized to engage in banking activities within the United States. Funds from any third parties will not be accepted by the Closing Agent nor will hard currency of any kind. If there is an underestimation of the amount necessary to close, the Purchaser may pay the difference using a personal check for no more than \$500.00.

15. **APPLICATION FOR FINANCING:** If this sale is being financed, Purchaser shall have five (5) business days from the final execution date of the Contract of Sale to make loan application. The Contract of Sale may be canceled by Seller in the event Purchaser is not "prequalified" by a lender within seven (7) business days from the final execution date of the Contract of Sale.

16. **NOT CONTINGENT UPON PURCHASER'S SALE OF REAL ESTATE:** Notwithstanding any other provision of the Contract of Sale (including, if applicable, any financing contingency), in no event shall this Agreement be contingent upon the ability of the Purchaser to sell or close other real estate owned by Purchaser.

17. **CLOSING COSTS/CONCESSIONS:**

a. REGARDLESS OF LOCAL CUSTOM, REQUIREMENTS OR PRACTICE, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT OF SALE OR ANY OTHER ADDENDA, SELLER WILL NOT PAY ANY FEES, COSTS OR EXPENSES NOT EXPRESSLY PROVIDED FOR IN THIS ADDENDUM.

b. Purchaser shall pay all of a purchaser's customary closing costs (which shall include lender charges, survey and any FHA/VA non-allowables), except for Seller's contribution toward such closing costs. The amount to be contributed by Seller toward closing costs shall not exceed \$ 0.00 _____. Seller's contribution may be applied to any or all of the following actual expenses: FHA or VA non-allowables, non-recurring closing costs, discount points, loan origination fees, other customary and reasonable lender fees and pre-paid expenses, survey, and appraisal. In the event the total of closing costs are less than the amount of Seller's contribution toward closing costs, then Seller's contribution shall be limited to the total of such actual closing costs. In any event, Seller will not be obligated to make a contribution toward any closing costs if Purchaser does not pursue and obtain the financing specified in Section 14 of this Addendum.

c. The parties agree to the following with respect to the selection of a Closing Agent and title insurance agent:

1. Seller hereby notifies Purchaser that Purchaser has the right to make an independent selection of the Closing Agent and title insurance agent used in connection with the sale of the Property.

2. If Purchaser agrees to use the Closing Agent recommended by Seller, then Seller agrees to pay for an owner's policy of title insurance from a title insurance agent of Seller's choosing. Seller will not be obligated to pay any portion of the cost of an owner's policy of title insurance if the Purchaser does not select the Closing Agent recommended by Seller or if prohibited by applicable local, state, or federal law.

3. Purchaser acknowledges that Purchaser is not required by Seller to purchase either an owner's or lender's policy of title insurance. However, the lender, if any, from which Purchaser obtains a mortgage may impose a requirement to purchase a lender's policy of title insurance upon Purchaser. Purchaser agrees it will contact its lender, if any, for

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Buyer's Initials HM

more information if Purchaser has any questions regarding the obligation to purchase a lender's policy of title insurance.

4. Purchaser acknowledges the notice and information provided in this section 17.c.3, and makes the following selection (Purchaser must choose one):

Selection of a Closing Agent not recommended by Seller. Purchaser selects the following company to act as Closing Agent: Ashley Borovansky - Liberty Title. The Purchaser will be responsible for payment of the owner's policy of title insurance, if any.

Selection of a company recommended by Seller. Purchaser selects the following company, which has been recommended by Seller, to be the Closing Agent in connection with Purchaser's purchase of the Property: _____ The Seller will pay for the owner's policy of title insurance. Purchaser shall be responsible to purchase and pay for a lender's policy of title insurance if Purchaser so chooses or is required to purchase one.

18. **TRANSFER TAXES/TAX STAMPS:** Seller is exempt from payment of state taxes and tax stamps on deeds, mortgages and notes (12 U.S.C 1452(e)) and if payment of such state taxes or stamps is necessary to record the deed or mortgage, the tax will be paid by Purchaser and will not be considered part of closing costs.

19. **DEFAULT/REMEDIES:** In the event that either party fails or refuses to proceed to settlement for any reason (except for reasons permitted or authorized by the Contract of Sale or this or other addenda), Purchaser and Seller acknowledge and agree that the economic consequences of such action by either party, considered at the time of contract formation, are speculative and uncertain. In such event, Purchaser and Seller agree that the recovery of liquidated damages is a suitable and preferable alternative to remedies that might otherwise be available at law or in equity. Therefore, in the event that Seller fails or refuses to proceed to settlement in violation of the Contract of Sale, Purchaser's sole and exclusive remedy shall be the recovery of liquidated damages in the amount of one thousand dollars (\$1,000.00). Seller shall promptly tender said sum upon demand from Purchaser. In the event that Purchaser fails or refuses to proceed to settlement in violation of the Contract of Sale, Seller's sole and exclusive remedy shall be the recovery of liquidated damages in the amount of one thousand dollars (\$1,000.00). Purchaser shall promptly tender said sum upon demand from Seller. Purchaser and Seller each agree to accept the specified liquidated damages as full and complete compensation for any and all claims, whether founded upon contract, tort, statute, or otherwise, that may arise in connection with the failure or refusal of the other party to proceed to settlement in violation of the Contract of Sale, and Purchaser and Seller expressly waive and disclaim any and all further claims and remedies including but not limited to injunctive relief, specific performance, the filing of a notice of lis pendens, and claims for monetary compensation including but not limited to benefit-of-the-bargain damages, lost profits, lost rental income, expenses incurred in preparing for settlement, and all other costs, expenses, compensation and damages of whatever nature whether founded upon law or in equity.

20. **ASSIGNMENT:** Purchaser may not assign this Contract of Sale without the express written consent of Seller. Any attempted assignment by Purchaser shall be void and shall constitute a material breach of the Contract of Sale.

21. **PURCHASER'S REPRESENTATIONS:** Purchaser represents that:

- a. Purchaser intends does not intend to occupy the Property as Purchaser's primary residence.
- b. Purchaser is is not related by blood or marriage to the previous owner of the Property.
- c. Purchaser is is not currently a HomeSteps Supplier, which includes employees, (as defined in "HomeSteps' Supplier Code of Conduct") approved to perform paid services for HomeSteps or a family member of a HomeSteps Supplier.
- d. **FREDDIE MAC EMPLOYEES AND THEIR IMMEDIATE HOUSEHOLD MEMBERS, ARE PROHIBITED FROM PURCHASING HOMESTEPS PROPERTIES.** Purchaser or a member of Purchaser's immediate household is is not an employee of Freddie Mac. (An immediate household member means a

Seller's Initials [Signature]
Buyer's Initials J.M.

member of the employee's family who currently resides in the employee's home, a non-resident spouse, and a non-resident minor child or dependent for whom the employee has responsibility.)

e. If Purchaser is a HomeSteps Supplier, or an employee and/or immediate family member of a HomeSteps Supplier, Purchaser represents that Purchaser has not accessed HomeSteps' information including the Property's valuation and/or analysis, provided ancillary services such as "trash-outs" and maintenance (including but not limited to lawn care or repairs to the Property), or participated in the management of the Property at any time during the entire property management and sale process; and Purchaser represents that Purchaser will not engage in any such activities. Purchaser further represents that Purchaser has disclosed to HomeSteps that it is a Supplier and/or family member of a HomeSteps Supplier, and obtained written consent, which may or may not be provided in HomeSteps' sole discretion, to purchase the Property.

PURCHASER ACKNOWLEDGES THAT SELLER WILL RELY ON THE FOREGOING REPRESENTATIONS, AND ANY MISREPRESENTATION SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT OF SALE

22. ACCEPTANCE OF DEED/MERGER: The acceptance of a deed by Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to the provisions of the Contract of Sale. Upon the acceptance of a deed the Contract of Sale shall be deemed to be merged into the deed and the Seller's obligations to Purchaser shall be governed solely by the terms of the deed and shall be a bar against any action by the Purchaser against the Seller for any claim based upon the Contract of Sale.

23. REAL ESTATE COMMISSION: The real estate commission shall be paid to the Broker pursuant to the terms of a separate agreement between Broker and Seller as follows (check either "a" or "b" below):

- a. The real estate commission due the Broker, subject to any existing referral agreement, shall be _____% of the contract sale price. **OR**
- b. The real estate commission due the Broker, subject to any existing referral agreement, shall be the minimum flat fee of \$ 3000.00.

The Closing Agent is authorized and directed to pay Broker's fee, subject to any existing referral agreement, from the sale proceeds at closing. No fee shall be paid to Broker unless closing is completed.

24. HOMEOWNERS ASSOCIATION ASSESSMENTS: Seller shall not be responsible for any homeowner's or condominium association assessments that accrued prior to the date Seller acquired the Property.

25. NOTICES: Any notices required to be given hereunder shall be deemed delivered when actually received when delivered by hand or overnight delivery. Such notices shall be deemed delivered five days after mailing when mailed by first class mail, postage prepaid. Notices sent by fax or electronic mail shall be deemed delivered when received with confirmation of successful transmission to the appropriate designated fax number or e-mail address during regular business hours (Monday through Friday from 9:00 am to 5:00 p.m. recipient's local time). Fax transmissions and e-mail received outside regular business hours shall be deemed delivered the next business day. All notices to Seller will be deemed sent or delivered to the Seller when sent or delivered to Seller's Broker. All notices to Purchaser will be deemed sent or delivered to Purchaser when sent or delivered to Purchaser or Purchaser's agent or attorney. All notices or disclosures that may be delivered by Seller may be delivered by Seller's Broker.

26. KEYS: Purchaser acknowledges that the Property may be on a master key system to enable access by Seller and its suppliers. Purchaser acknowledges that Seller recommends that Purchaser re-key the Property after closing.

27. ATTORNEY REVIEW: Purchaser acknowledges that Purchaser has had an opportunity to consult with legal counsel regarding the Contract of Sale and all addenda, including this Addendum. Accordingly, the Parties agree that the terms of the Contract of Sale and this Addendum are not to be construed against any party because that

Seller's Initials PP

Buyer's Initials K.M.

party drafted the document or construed in favor of any party because that party failed to understand the legal effect of the provisions of the Contract of Sale or this Addendum.

28. SEVERABILITY: The invalidity or unenforceability of any provision of this Addendum shall not affect the validity or enforceability of any other provision of this Addendum, all of which shall remain in full force and effect.

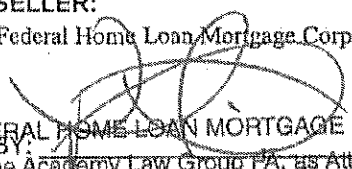
29. ALTERNATIVE DISPUTE RESOLUTION: In the event that the Contract of Sale to which this Addendum is made a part contains a form of alternative dispute resolution other than through resort to legal action, if that form of alternative dispute resolution seeks to impose a binding method of resolution or settlement then Purchaser and Seller agree that such alternative dispute resolution term shall be of no force or effect, and is hereby revoked.

30. LEGAL FEES: In the event that the Contract of Sale to which this Addendum is made a part contains a provision that in the event of recourse to legal action to enforce the Contract of Sale the prevailing party shall be entitled to recover attorney's fees, then Purchaser and Seller agree that such attorney's fees provision shall be of no force or effect, and is hereby revoked. Purchaser and Seller agree that each party shall be responsible for its own attorney's fees in any action to enforce the provisions of the Contract of Sale.

31. ADDITIONAL CONDITIONS:


THE UNDERSIGNED APPROVE AND ACCEPT THIS ADDENDUM AND ACKNOWLEDGE THIS ADDENDUM TO BE A PART OF THE CONTRACT OF SALE. IN THE EVENT ANY PROVISION OF THIS ADDENDUM CONFLICTS WITH THE TERMS OF THE CONTRACT OF SALE, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL.

SELLER:
Federal Home Loan Mortgage Corporation


FEDERAL HOME LOAN MORTGAGE CORPORATION
BY: Pamela Erickson
The Academy Law Group PA, as Attorney-in-Fact
TITL Pamela Erickson, Authorized Signer

DATE: 6.23.17

PURCHASER(S):

BY: 
Authentisign
Kurt Manley
06/20/2017 9:30:45 AM CDT

BY: _____

DATE: 06/20/2017



Asset #: 1197514
Property Address: 865 YORK AVENUE
SAINT PAUL, MN 55106

PROPERTY CONDITION ADDENDUM AND RELEASE

For purpose of this addendum (Addendum) the Seller is:

- Federal Home Loan Mortgage Corporation (Freddie Mac or HomeSteps)
- Federal Home Loan Mortgage Corporation (Freddie Mac or HomeSteps), as Trustee for

This Property Condition Addendum and Release ("Addendum") is made a part of the contract of purchase and sale ("Contract") dated 5-26, 20 17, between Seller and Kurt Marley ("Buyer") for the property located at:

865 YORK AVENUE, SAINT PAUL, MN, 55106

("Property"), and to the extent that any provision of this Addendum conflicts in whole or in part with any provision of the Contract, the provisions of this Addendum shall control.

Buyer acknowledges that Seller, or Seller's agents, contractors or representatives, have provided Buyer the following reports or other documents ("Reports") containing information regarding the condition of the Property:

INITIALS	INSPECTION TYPE /DISCLOSURE INFORMATION	DATE	DATE COMMUNICATED TO BUYER
KM	MOLD, no report.	4/19/17	6/14/17
KM	Lead Based Paint Addendum	4/20/17	6/14/17
KM	Seller's Disclosure Alternatives	4/20/17	6/14/17
KM	Property is condemned by the City - no reports	4/20/17	6/14/17
KM	Treat surface mold on all basmt areas-walls, ceiling & floors w/antimicrobial	4/21/17	6/14/17

Buyer acknowledges and agrees that the Reports and the disclosures provided herein have been provided for informational purposes to permit Buyer to take such further action as Buyer deems appropriate with respect to inspecting or investigating the condition of the Property. Buyer acknowledges and agrees that Seller, and Seller's agents, contractors or representatives, have not made any representation or warranty concerning: (i) the accuracy of the information contained in the Reports; (ii) the completeness of the information contained in the Reports; (iii) the qualifications or competence of the persons making the Reports; or (iv) that the Seller took any steps to remediate the condition(s) or the sufficiency of any such remediation.

INITIALS

JCM

Mold, mildew or fungus: If this box is checked and/or one or more of the Reports noted herein identify mold, mildew or fungus as a potential condition, Seller discloses and Buyer acknowledges that one or more of the Reports may indicate that one or more species of mold, mildew or microscopic fungi may be, or may have been, present within the dwelling or other structures or improvements located at the Property.

JCM

High-sulfur content building materials (Contaminated Drywall): If this box is checked, and/or one or more of the Reports noted herein identify contaminated drywall as a potential condition, Seller discloses and Buyer acknowledges that contaminated drywall may be, or may have been, present within the dwelling or other structures or improvements located at the Property.

JCM

Illegal or industrial chemicals and substances associated with environmental conditions (Methamphetamines, Asbestos, etc.): If this box is checked, and/or one or more of the Reports noted herein identify illegal or industrial chemicals as a potential condition, Seller discloses and Buyer acknowledges that illegal or industrial chemicals may be, or may have been, present within the dwelling or other structures or improvements located at the Property.

Other: _____

The condition(s) noted above may pose health/safety risks and by checking the applicable box(s), Buyer represents that he/she/they is/have been informed that the Property may contain the condition(s) listed above. Buyer acknowledges that the Property is being purchased in its "AS IS" condition, and that Buyer has taken into account the potential condition(s) disclosed herein and the contents of the Reports in agreeing to the purchase price for the Property, and the other terms and conditions of the transaction.

In the event Buyer was provided with this Addendum or one or more of the Reports after the final execution date of the Addendum #1 To Contract of Sale (Single-Family Real Estate Disposition) ("Addendum #1"), then Buyer shall be entitled to a further inspection and cancellation period as described in paragraph 9 of Addendum #1. Buyer shall have an additional period of ten (10) calendar days from the date of this Addendum to make the inspection, and shall have an additional period of twelve (12) calendar days from the date of this Addendum to cancel the Contract, and for that limited


purpose the terms of paragraph 9 of Addendum #1 are incorporated herein by reference as if fully set forth in writing except as amended to conform to the intent of this Addendum.

The further inspection and cancellation period shall apply with respect only to the subject matter of the condition specified in this Addendum or the Reports, as applicable, provided to Buyer after the final execution of Addendum #1.

Buyer acknowledges and agrees that the information contained in this Addendum or the Reports shall not be considered in any way to constitute representations by Seller of the condition of the Property or whether the Property is in compliance with any applicable federal, state or local government laws or regulations. Buyer, for him/herself, heirs and assigns, tenants, licensees, and on behalf of any and all of Purchaser's minor children, agrees to fully and forever waive, release, discharge and hold harmless Seller, Seller's agents, representatives, employees and contractors, from any and all claims, causes of action, injuries, illnesses, damages, losses, costs or expenses of any kind, whether based upon contract, tort or statutory liability, sustained or arising directly or indirectly from, or in connection with any known or unknown condition of the Property or, if applicable, Seller's, Seller's agent's, representative's, employee's or contractor's attempted remediation of the condition(s).

SELLER:
Federal Home Loan Mortgage Corporation

BUYER(S):


FEDERAL HOME LOAN MORTGAGE CORPORATION
By: Pamela Erickson, Authorized Signer
The Academy Law Group PA, as Attorney-in-Fact
Title: _____
Date: 6.23.17

By: 
06/20/2017 9:04:37 AM CDT

By: _____

Date: 06/20/2017



ADDENDUM TO CONTRACT OF SALE
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards Risk Assessment or Inspection Contingency

This addendum is to be made a part of the agreement (Contract of Sale) dated 5-26, 2017,
between Federal Home Loan Mortgage Corporation (Seller) and Kurt Manley
(Purchaser), for the property located at 865 YORK AVENUE SAINT PAUL MN 55106

IN THE EVENT ANY PROVISION OF THIS ADDENDUM CONFLICTS IN WHOLE OR IN PART WITH THE TERMS OF THE CONTRACT OF SALE, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL.


1. 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 poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

2. Seller's Disclosure The seller discloses the following (check applicable boxes):


(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

 (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Seller (check (i) or (ii) below):

(i) Seller has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead - based paint hazards in the housing (list documents below).

 (ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

3. Purchaser's Acknowledgement. Purchaser acknowledges the following - Purchaser must initial all three spaces:

KM
 KM
 KM

Purchaser has received copies of all information listed above.

Purchaser has received the pamphlet *Protect Your Family from Lead In Your Home*.

Purchaser has (check (i) or (ii) below):

(i) Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards, as stated in Section 5 on the following page;

or

(ii) Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.



A Freddie Mac Unit

- 4. Agent has informed the Seller of the Seller's obligations under 42.U.S.C. 4852d and is aware of his/her responsibility to ensure compliance. [Signature] Listing Broker
- 5. **Risk Assessment or Inspection Contingency** The Contract of Sale is contingent upon a risk assessment or inspection by the Purchaser of the property for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense until 9:00p.m. on the tenth (10th) calendar day after the date of the Contract Sale. (Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet *Protect Your Family From Lead in Your Home* for more information). The Purchaser is not obligated under the Contract of Sale to purchase the property until the above 10-day deadline has expired. THIS CONTINGENCY WILL TERMINATE AT THE ABOVE 10-DAY DEADLINE UNLESS THE PURCHASER (OR PURCHASER'S AGENT) DELIVERS TO THE SELLER (OR SELLER'S AGENT) A WRITTEN CONTRACT ADDENDUM LISTING THE SPECIFIC EXISTING DEFICIENCIES AND CORRECTIONS NEEDED, TOGETHER WITH A COPY OF THE INSPECTION AND/OR RISK ASSESSMENT REPORT. The Seller may, at the Seller's option, within five (5) calendar days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Purchaser with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not notify the Purchaser of the Seller's election to correct the condition within such 5-day period, the Seller is deemed to have elected to not correct the condition. If the Seller does not elect to make the corrections, or if the Seller makes a counter-offer, the Purchaser shall have three (3) calendar days to respond to the counter-offer or remove this contingency and take the property in "as is" condition or this Contract of Sale shall become void. The Purchaser may remove this contingency at any time without cause.
- 6. **Certification of Accuracy**
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.
THE UNDERSIGNED APPROVE AND ACCEPT THIS ADDENDUM AND ACKNOWLEDGE THIS ADDENDUM TO BE A PART OF THE CONTRACT OF SALE.

OWNER(S):

BY:

Donna Wood

Independently Contracted Sales Specialists,
VRM, for HomeSteps, a Freddie Mac Unit

PRINT NAME: Donna Wood

DATE: 4/17/2017

(Both Real Estate Agents must sign)

LISTING REAL ESTATE AGENT:

BY:

SELLING REAL ESTATE AGENT

BY:

[Signature]
6/20/2017 10:08:58 AM CDT

PURCHASER(s): Sign legal name as shown on contract:

BY:

Kurt Manley
6/20/2017 8:03:28 AM CDT

PRINT NAME: Kurt Manley

DATE: 06/20/2017

BY: _____

PRINT NAME: _____

DATE: _____

DATE: 6/20/17

DATE: 06/20/2017

HomeSteps, a unit of Freddie Mac
5000 Plano Parkway * Carrollton, TX * 75010* 972-395-4000



Lead-Based Paint Addendum Compliance Checklist

This checklist must be filled out and attached with each Lead-Base Paint Addendum to ensure all requirements of the form are completed and sent to the Closing Agent to avoid any closing delays:

- Signed form provided by HomeSteps Sales Specialist at time of asset listing; if you don't receive it, please ask for it - no other form will be accepted.
- Lead-Based addendum form has not been altered
- Complete legal name of Seller and Purchaser as indicated on the Contract of Sale
- Property Address, City, State and Zip code on form
- Section 2 - Seller Disclosure
 - Initialed by HomeSteps Sales Specialist in section A and section B
 - Appropriate check boxes selected concerning lead-based paint disclosure
- Section 3 - Purchaser's Acknowledgement:
 - Purchaser has acknowledged and initialed all 3 line items
 - Purchaser has acknowledged and checked third paragraph concerning risk assessment or inspection
- Section 4 - Real Estate Agent's Acknowledgement
 - Real Estate Listing agent has initial agent's acknowledgement
- Section 5 - Risk Assessment or Inspection Contingency
 - Read thoroughly - Freddie Mac clause
- Section 6 Certification of Accuracy
 - HomeSteps - Sales Specialist signature
 - HomeSteps - Sales Specialist Date provided
 - All purchasers on real estate contract have signed addendum
 - Purchasers signed legal name as shown on contract
 - Complete printed name Section for Purchasers on addendum
 - Purchasers have dated addendum
 - Listing agent signed and dated addendum
- Addendum is complete and legible
- Both pages of addendum have been sent to Closing Agent
- Kept a copy for my property file



AGREEMENT OF PURCHASER
(Primary Residence or Second Home of Owner Occupant)

In addition to the representations in section 21 of Addendum #1 of the Contract of Sale dated 07/20, 2017, between the Federal Home Loan Mortgage Corporation (Seller, sometimes described as Freddie Mac or HomeSteps) and Purchaser and any and all other contractual documents, for the property located at 885 York Ave, St. Paul, MN 55108

(“Property”), I certify, agree, represent and acknowledge that:

1. All of the information provided in this Agreement of Purchaser and any supporting documents requested by Seller and provided to Seller by me are true and accurate.
2. I understand that Seller will rely upon the information provided by me in determining whether to complete the sale of the Property to me.
3. I intend to occupy this residence as:
 - a. My primary residence
 - b. A second home. “Second home” means a property which is occupied by me during part of the year and kept available for my exclusive use and enjoyment at all times, and is not subject to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires me to either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.
4. If I am purchasing the Property as my primary residence, I will occupy the Property no later than 60 days after the date of Closing. If the Property consists of more than one legal dwelling unit, then I agree to occupy at least one of the units in accordance with this Agreement.
5. I will not re-sell, convey, otherwise grant any interest in the Property, list for sale or rent the Property in whole or in part to a third party within one year after the date of Closing of the sale under the Contract of Sale. If the Property consists of more than one legal dwelling units then I will not re-sell, convey, otherwise grant any interest in the unit I occupy, list for sale the unit I occupy or rent the unit I occupy in whole or in part to a third party within one year after the date of Closing of the sale under the Contract of Sale but I may rent the other legal dwelling units in accordance with applicable law within one year of the date of Closing of the sale.
6. In the event that I list for sale or rent the Property in whole or in part to another party within one year after the date of Closing in breach of this Agreement, I agree to pay Seller as liquidated damages the greater of either \$10,000 or (a) any gains that accrue to me as the result of said transaction, represented as the positive difference between the total sales price listed in the above-referenced Contract of Sale and the sales price at which the Property is resold or (b) the total rent(s) to be paid or paid by the tenant of the Property over the course of the tenancy as shown in the lease agreement I agree to provide Seller any documents related to these amounts, including but not limited to, the sales contract or lease agreement, upon request. I also understand that, notwithstanding the preceding, Seller may elect to receive the lesser of these figures, but if and only if Seller determines, *in its sole discretion*, that I executed this agreement in good faith.
7. I agree and understand that if Seller determines that I made any misrepresentations in the Contract of Sale, Addendum #1, this Agreement of Purchaser or otherwise, Seller may refuse

to enter into any future transactions with me for the purchase, sale or financing of real property and may place my name on Seller's Exclusionary List in order to accomplish this purpose.

- 8. I agree and understand that any misstatement or misrepresentation in this Agreement of Purchaser will constitute a breach by me of the Contract of Sale, and will permit Seller the right to cancel the Contract of Sale and to exercise any remedies available under the Contract of Sale and applicable law or equity.
- 9. I agree that should I refuse to honor any demand made by Seller pursuant to the Contract of Sale, Addendum #1, this Agreement of Purchaser or applicable law that Seller shall have the right to initiate legal action against me to enforce Seller's rights and that I will pay all costs and expenses, including, but not limited to, reasonable attorneys' fees and costs of collection and enforcement, incurred by Seller in furtherance thereof.
- 10. I understand that any misstatement or misrepresentation in this Agreement of Purchaser may subject me to criminal and/or civil liability, and that Seller may refer evidence of such misstatement or misrepresentation to the appropriate law enforcement agencies.
- 11. I agree that the representations I have made and the matters to which I have agreed in this Agreement of Purchaser will not merge with the deed conveying title to the Property and they will survive closing of this transaction.

Authentign
Hurt Manley
06/14/2017
 Purchaser Signature _____ Date _____

Purchaser Signature _____ Date _____

Statement of Selling Agent

A. I agree and represent that to the best of my knowledge, after having conducted due diligence into the representations made by Purchaser in this Agreement of Purchaser, that the Purchaser intends to occupy the Property after closing as Purchaser's primary residence or second home in accordance with the terms of this Agreement of Purchaser. I acknowledge that Seller is relying on this representation for approval of this sale. I agree and represent that I will not list the Property for sale or rent for a period of one year after the first date of Closing of the sale under the contract of Sale.

B. I agree that I if become aware that the purchaser will not occupy the residence as specified in this agreement, I will report this knowledge to Freddie Mac.

C. I agree and understand that if Seller determines that I or the Purchaser made any misrepresentations in this Agreement of Purchaser or otherwise, Seller may refuse to enter into any future transactions for the purchase, sale or financing of real property in which I am involved, and may place my name on Seller's Exclusionary List in order to accomplish this purpose.

D. I also agree and understand that any misstatement or misrepresentation in this Agreement of Purchaser may subject me to criminal and/or civil liability, and that Seller may refer evidence of such misstatement or misrepresentation to the appropriate licensing or law enforcement agencies.

Brett Cleveland 506011168
 Selling Agent Selling Agent's License Number 5/26/17
 Date



PURCHASE AGREEMENT

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2016 Minnesota Association of REALTORS®, Edina, MN

1. Date 05/26/2017

2. Page 1 of

3. BUYER (S): Kurt Manley

4.

5. Buyer's earnest money in the amount of

6. Five Hundred Dollars (\$ 500.00)

7. shall be delivered to listing broker no later than two (2) Business Days after Final Acceptance Date of this Purchase Agreement. Buyer and Seller agree that listing broker shall deposit any earnest money in the listing broker's trust account within three (3) Business Days of receipt of the earnest money or Final Acceptance Date of this Purchase Agreement, whichever is later.

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

12. Street Address: 865 York Ave

13. City of St. Paul, County of Ramsey

14. State of Minnesota, legally described as

15. E 7 Ft Of Lot 21 And W 33 1/3 Ft Of Lot 22 Blk 4

16. 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 system; shed; storm sash, storm doors, screens, and awnings; window shades, blinds; traverse, curtain, and drapery rods, valances, drapes, curtains, window coverings, and treatments; towel rods; attached lighting and bulbs; fan fixtures; plumbing fixtures; garbage disposals; water softener; water treatment system; water heating systems, heating systems; air exchange system; radon mitigation system; sump pump; TV antenna/cable TV jacks and wiring/TV wall mounts; wall/ceiling-mounted speakers and mounts; carpeting; mirrors; garage door openers and all controls; smoke detectors; fireplace screens, door, and heatilators; BUILT-INS: dishwashers; refrigerators; wine/beverage refrigerators; trash compactors; ovens; cook-top stoves; warming drawers; microwave ovens; hood fans; shelving; work benches; intercoms; speakers; air conditioning equipment; electronic air filter; humidifier/dehumidifier; liquid fuel tanks (and controls); pool/spa equipment; propane tank (and controls); security system equipment; TV satellite dish; AND the following personal property shall be transferred with no additional monetary value, and free and clear of all liens and encumbrances:

29. HOME *****
30. *****

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

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

33. *****
34. *****

35. Seller has agreed to sell the Property to Buyer for the sum of (\$ 25,000.00)

36. TWENTY-FIVE THOUSAND Dollars,

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

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

40. 2. FINANCING of _____ percent (%) of the sale price, which will be the total amount secured against this Property to fund this purchase.

42. Such financing shall be: (Check one.) [X] a first mortgage; [] a contract for deed; or [] a first mortgage with subordinate financing, as described in the attached Addendum:

44. [] Conventional [] FHA [] DVA [] Assumption [] Contract for Deed. (Check one.)

45. The date of closing shall be 28 days from acceptance 7/17, 20 17



PURCHASE AGREEMENT

46. Page 2 Date 05/26/2017

47. Property located at 865 York Ave St. Paul

48. SALE OF BUYER'S PROPERTY CONTINGENCY: (Check one.)

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

51. OR

52. [] 2. This Purchase Agreement is contingent upon the successful closing on the Buyer's property located at
53. _____, which is scheduled to close on

54. _____, 20 _____ pursuant to a fully executed purchase agreement. If Buyer's
55. property does not close, this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a
56. Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid
57. here to be refunded to Buyer. The language in this paragraph supersedes any other provision to the contrary
58. in any financing addendum made a part of this Purchase Agreement, if applicable.

59. OR

60. [] 3. Buyer represents that Buyer has the financial ability to perform on this Purchase Agreement without the sale
61. and closing on any other property.

62. This Purchase Agreement [] IS [X] IS NOT subject to cancellation of a previously written purchase agreement
63. dated _____, 20 _____. (If answer is IS, said cancellation shall be obtained no later than

64. _____, 20 _____. If said cancellation is not obtained by said date, this Purchase Agreement
65. is canceled. Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation
66. and directing all earnest money paid here to be refunded to Buyer.)

67. Buyer has been made aware of the availability of Property Inspections. Buyer [X] Elects [] Declines to have a
68. Property Inspection performed at Buyer's expense. (Check one.)

69. INSPECTION CONTINGENCY: This Purchase Agreement [X] IS [] IS NOT subject to an Addendum to Purchase
70. Agreement: Inspection Contingency. (If answer is IS, see attached Addendum.) (Check one.)

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

72. [] Warranty Deed, [] Personal Representative's Deed, [] Contract for Deed, [] Trustee's Deed, or

73. [X] Other: Special or Limited Deed joined in by spouse, if any, conveying marketable title, subject to

- 74. (a) building and zoning laws, ordinances, and state and federal regulations;
75. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;
76. (c) reservation of any mineral rights by the State of Minnesota;
77. (d) utility and drainage easements which do not interfere with existing improvements;
78. (e) rights of tenants as follows (unless specified, not subject to tenancies): _____

79. _____; and

80. (f) others (must be specified in writing): _____

81. _____

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

84. Buyer shall pay [X] PRORATED FROM DAY OF CLOSING [] _____ 12ths OF [] ALL [] NO real estate taxes due
85. and payable in the year 20 17 _____. (Check one.)

86. Seller shall pay [X] PRORATED TO DAY OF CLOSING [] _____ 12ths OF [] ALL [] NO real estate taxes due and

87. payable in the year 20 17 _____. If the closing date is changed, the real estate taxes paid shall, if prorated, be adjusted

88. to the new closing date. If the Property tax status is a part- or non-homestead classification in the year of closing, Seller

89. [] SHALL [X] SHALL NOT pay the difference between the homestead and non-homestead. (Check one.)

91. Property located at 865 York Ave St. Paul MN
92. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which is not otherwise here provided. No representations are made concerning the amount of subsequent real estate taxes.
- 93.
94. **DEFERRED TAXES/SPECIAL ASSESSMENTS:**
95. 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.
- 96.
97. BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING SELLER SHALL PAY ON DATE OF CLOSING all installments of special assessments certified for payment, with the real estate taxes due and payable in the year of closing.
- 98.
- 99.
100. BUYER SHALL ASSUME SELLER SHALL PAY on date of closing all other special assessments levied as of the date of this Purchase Agreement.
- 101.
102. BUYER SHALL ASSUME 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.)
- 103.
- 104.
- 105.
106. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of which is not otherwise here provided.
- 107.
108. As of the date of this Purchase Agreement, Seller represents that Seller HAS 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.
- 109.
- 110.
- 111.
- 112.
- 113.
- 114.
- 115.
- 116.
- 117.
118. **POSSESSION:** Seller shall deliver possession of the Property: (Check one.)
119. IMMEDIATELY AFTER CLOSING; or
120. OTHER: _____
121. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property by possession date.
- 122.
123. **LINKED DEVICES:** Seller warrants that Seller shall permanently disconnect or discontinue Seller's access or service to any device or system on or serving the property that is connected or controlled wirelessly, via internet protocol ("IP") to a router or gateway or directly to the cloud no later than delivery of possession as specified in this Purchase Agreement.
- 124.
- 125.
- 126.
127. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity, and natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.
- 128.
- 129.
130. **TITLE AND EXAMINATION:** As quickly as reasonably possible after Final Acceptance Date of this Purchase Agreement:
131. (a) Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property, if in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or assisting Seller, upon cancellation of this Purchase Agreement; and
- 132.
- 133.
- 134.
135. (b) Buyer shall obtain the title services determined necessary or desirable by Buyer or Buyer's lender, including but not limited to title searches, title examinations, abstracting, a title insurance commitment, or an attorney's title opinion at Buyer's selection and cost and provide a copy to Seller.
- 136.
- 137.



PURCHASE AGREEMENT

138. Page 4 Date 05/26/2017

- 139. Property located at 865 York Ave St. Paul
- 140. Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs
- 141. and fees necessary to convey marketable title including obtaining and recording all required documents, subject to the
- 142. following:
 - 143. In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional 30 days to
 - 144. make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In addition to
 - 145. the 30-day extension, Buyer and Seller may, by mutual agreement, further extend the closing date. Lacking such
 - 146. extension, either party may declare this Purchase Agreement canceled by written notice to the other party, or
 - 147. licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either
 - 148. party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a *Cancellation of*
 - 149. *Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to
 - 150. Buyer.
- 151. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land
- 152. owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller
- 153. warrants that the legal description of the real property to be conveyed has been or shall be approved for recording as
- 154. of the date of closing. Seller warrants that the buildings are or shall be constructed entirely within the boundary lines
- 155. of the Property. Seller warrants that there is a right of access to the Property from a public right-of-way.
- 156. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor, materials,
- 157. machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing in connection with
- 158. construction, alteration, or repair of any structure on, or improvement to, the Property.
- 159. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation
- 160. proceedings, or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller
- 161. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any
- 162. such notices received by Seller shall be provided to Buyer immediately.
- 163. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage, or acreage of land or improvements provided
- 164. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of
- 165. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.
- 166. **ACCESS AGREEMENT:** Seller agrees to allow reasonable access to the Property for performance of any surveys or
- 167. inspections agreed to here.
- 168. **RISK OF LOSS:** If there is any loss or damage to the Property between the Final Acceptance Date and the date of
- 169. closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller. If
- 170. the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled,
- 171. at Buyer's option, by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels this Purchase
- 172. Agreement, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation
- 173. and directing all earnest money paid here to be refunded to Buyer.
- 174. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.
- 175. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (calendar or Business Days as specified)
- 176. following the occurrence of the event specified and includes subsequent days (calendar or Business Days as specified)
- 177. ending at 11:59 P.M. on the last day.
- 178. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state or federal holidays unless
- 179. stated elsewhere by the parties in writing.
- 180. **RELEASE OF EARNEST MONEY:** Buyer and Seller agree that the listing broker shall release earnest money from the
- 181. listing broker's trust account:
 - 182. (a) at or upon the successful closing of the Property;
 - 183. (b) pursuant to written agreement between the parties, which may be reflected in a *Cancellation of Purchase*
 - 184. *Agreement* executed by both Buyer and Seller;
 - 185. (c) upon receipt of an affidavit of a cancellation under MN Statute 559.217; or
 - 186. (d) upon receipt of a court order.



PURCHASE AGREEMENT

187. Page 5 Date 05/26/2017

188. Property located at 865 York Ave St. Paul

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

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

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

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

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

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

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

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

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

217. (Check appropriate boxes.)

218. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:
 219. CITY SEWER YES NO / CITY WATER YES NO

220. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

221. SELLER DOES DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR
 222. SERVING THE PROPERTY. (If answer is DOES, and the system does not require a state permit, see *Disclosure*
 223. *Statement: Subsurface Sewage Treatment System*.)

224. **PRIVATE WELL**

225. SELLER DOES DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY.
 226. (If answer is DOES and well is located on the Property, see *Disclosure Statement: Well*.)

227. THIS PURCHASE AGREEMENT IS IS NOT SUBJECT TO AN ADDENDUM TO PURCHASE AGREEMENT:
 228. **SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.**
 229. (If answer is IS, see attached *Addendum*.)

230. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**
 231. **RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE**
 232. **TREATMENT SYSTEM.**



PURCHASE AGREEMENT

233. Page 6 Date 05/26/2017

234. Property located at 965 York Ave St. Paul

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

238. [] A Home Protection/Warranty Plan will be obtained by [] BUYER [] SELLER and paid for by (Check one.)

239. [] BUYER [] SELLER to be issued by at a cost (Check one.)

240. not to exceed \$

241. [X] No Home Protection/Warranty Plan is negotiated as part of this Purchase Agreement. However, Buyer may elect to purchase a Home Protection/Warranty Plan.

243. NOTICE
244. Corey McGracken is [X] Seller's Agent [] Buyer's Agent [] Dual Agent [] Facilitator.
245. Remax Prodigy (Real Estate Company Name)
246. Brett Cleveland is [] Seller's Agent [X] Buyer's Agent [] Dual Agent [] Facilitator.
247. Keller Williams Realty Integrity NW (Real Estate Company Name)
248. THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.

249. DUAL AGENCY REPRESENTATION
250. PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:
251. [X] Dual Agency representation DOES NOT apply in this transaction. Do not complete lines 252-268.
252. [] Dual Agency representation DOES apply in this transaction. Complete the disclosure in lines 253-268.
253. Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates a dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s). Seller(s) and Buyer(s) acknowledge that
258. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other information will be shared;
261. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and
262. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of the sale.
264. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker and its salesperson to act as dual agents in this transaction.
266. Seller Buyer Kurt Manley
267. Seller Buyer 06/14/2017 12:27:04 PM CDT
268. Date 06/14/2017

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



PURCHASE AGREEMENT

271. Page 7 Date 05/26/2017

272. Property located at 865 York Ave St. Paul

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

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

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

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

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

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

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

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

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

302. **OTHER:**
303. Any outstanding fines levied or assessed by the city will either be
304. paid by the seller or dismissed by the city prior to closing.

304.
305.
306.
307.
308.
309.

310. **ADDENDA AND PAGE NUMBERING:** Attached addenda are a part of this Purchase Agreement.
311. Enter total number of pages of this Purchase Agreement, including addenda, on line two (2) of page one (1).

312. **NOTE:** Disclosures and optional Arbitration Agreement are not part of this Purchase Agreement and should
313. not be part of the page numbering.



PURCHASE AGREEMENT

314. Page 8 Date 05/26/2017

315. Property located at 865 York Ave St. Paul
316. I, the owner of the Property, accept this Purchase
317. Agreement and authorize the listing broker to withdraw
318. said Property from the market, unless instructed
319. otherwise in writing.
320. I have reviewed all pages of this Purchase 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.

321. [] If checked, this Agreement is subject to attached
322. Addendum to Purchase Agreement: Counteroffer.

323. FIRPTA: Seller represents and warrants, under penalty
324. of perjury, that Seller [] IS [X] IS NOT a foreign person (i.e., a
325. non-resident alien individual, foreign corporation, foreign
326. partnership, foreign trust, or foreign estate for purposes of
327. income taxation. (See lines 276-289.) This representation
328. and warranty shall survive the closing of the transaction
329. and the delivery of the deed.

330. X [Signature] 6-23-17
(Seller's Signature) (Date)

X [Signature] 06/14/2017
Authentign (Date)
Buyer's Signature 12:27:00 PM CDT

FEDERAL HOME LOAN MORTGAGE CORPORATION
The Academy Law Group PA, as Attorney-in-Fact
Pamela Erickson, Authorized Signer

X Kurt Manley
(Buyer's Printed Name)

332. X (Marital Status)

X Single
(Marital Status)

333. X (Seller's Signature) (Date)

X (Buyer's Signature) (Date)

334. X (Seller's Printed Name)

X (Buyer's Printed Name)

335. X (Marital Status)

X (Marital Status)

336. FINAL ACCEPTANCE DATE: 6-23-17 The Final Acceptance Date
337. is the date on which the fully executed Purchase Agreement is delivered.

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

340. I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE DISCLOSURE
341. STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT,
342. WHICH IS AN OPTIONAL, VOLUNTARY AGREEMENT AND IS NOT PART OF THIS PURCHASE AGREEMENT.
343. SELLER(S) [Signature] BUYER(S) [Signature]
344. SELLER(S) FEDERAL HOME LOAN MORTGAGE CORPORATION BUYER(S)
The Academy Law Group PA, as Attorney-in-Fact Pamela Erickson, Authorized Signer



**ADDENDUM TO PURCHASE AGREEMENT:
INSPECTION CONTINGENCY**

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1. Date 05/26/2017

2. Page _____

3. Addendum to Purchase Agreement between parties, dated May 26th, 2017, pertaining
4. to the purchase and sale of the Property at 865 York Ave
5. St. Paul MN 55106

6. This Purchase Agreement is contingent upon any inspection(s) of the Property obtained by Buyer to determine its
7. condition, including any non-intrusive testing or any intrusive testing as allowed pursuant to this Purchase Agreement.

8. Any inspection(s) or test(s) shall be done by an inspector(s) or tester(s) of Buyer's choice. Buyer shall satisfy
9. as to the qualifications of the inspector(s) or tester(s).

10. For purposes of this form, "intrusive testing" shall mean any testing, inspection(s), or investigation(s) that changes the
11. Property from its original condition or otherwise damages the Property.

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

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

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

16. For the purposes of this Addendum, "Calendar Days" shall end at 11:59 p.m., and include Saturdays, Sundays,
17. and state and federal holidays.

18. All inspection(s), test(s), and resulting negotiations, if any, shall be done within 12 Calendar Days of Final
19. Acceptance Date of this Purchase Agreement ("Inspection Period"). Buyer may cancel this Purchase Agreement based
20. on the inspection(s) or test result(s) by providing written notice to Seller, or licensee representing or assisting Seller, of
21. Buyer's intent to cancel no later than the end of the Inspection Period. If Buyer cancels this Purchase Agreement,
22. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
23. directing all earnest money paid here to be refunded to Buyer. If Buyer does not cancel this Purchase Agreement before
24. the end of the Inspection Period, then this Contingency shall be deemed removed and this Purchase Agreement shall
25. be in full force and effect.

26. Seller, or licensee representing or assisting Seller, SHALL SHALL NOT have the right to continue to offer
(Check one.)
27. the Property for sale until this Contingency is removed.

28. OTHER:

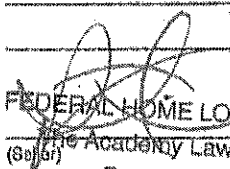
29. _____

30. _____

31. _____

32. _____

33. _____

34.  6-23-17
FEDERAL HOME LOAN MORTGAGE CORPORATION (Date)
The Academy Law Group PA, as Attorney-in-Fact (Seller)
Pamela Erickson, Authorized Signer

Authenticate
Hurt Manley 12:27 PM
Buyer/2017.12.27.10 PM CDT (Date)

35. _____ (Date) _____ (Date) _____ (Date)

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



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

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1. Page 1

ARBITRATION DISCLOSURE

2.

3. You have the right to choose whether to have any disputes about disclosure of material facts affecting the use
4. or enjoyment of the property that you are buying or selling decided by binding arbitration or by a court of law. By agreeing
5. to binding arbitration, you give up your right to go to court. By signing the RESIDENTIAL REAL PROPERTY
6. ARBITRATION AGREEMENT ("ARBITRATION AGREEMENT") on page two (2), you agree to binding arbitration under the
7. Residential Real Property Arbitration System ("Arbitration System") administered by National Center for Dispute Settlement
8. ("NCDS") and endorsed by the Minnesota Association of REALTORS® ("MNAR"). The ARBITRATION AGREEMENT is
9. enforceable only if it is signed by all buyers, sellers and licensees representing or assisting the buyers and the sellers.
10. The ARBITRATION AGREEMENT is not part of the *Purchase Agreement*. Your *Purchase Agreement* will still be
11. valid whether or not you sign the ARBITRATION AGREEMENT.

12.

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

16.

17. All disputes about or relating to disclosure of material facts affecting the use or enjoyment of the property, excluding
18. disputes related to title issues, are subject to arbitration under the ARBITRATION AGREEMENT. This includes claims
19. of fraud, misrepresentation, warranty and negligence. Nothing in this Agreement limits other rights you may have under
20. MN Statute 327A (statutory new home warranties) or under private contracts for warranty coverage. An agreement to
21. arbitrate does not prevent a party from contacting the Minnesota Department of Commerce, the state agency that
22. regulates the real estate profession, about licensee compliance with state law.

22.

23. The administrative fee for the Arbitration System varies depending on the amount of the claim, but it is more
24. than initial court filing fees. In some cases, conciliation court is cheaper than arbitration. The maximum claim allowed
25. in conciliation court is \$15,000. This amount is subject to future change. In some cases, it is quicker and less expensive
26. to arbitrate disputes than to go to court, but the time to file your claim and pre-hearing discovery rights are limited. The
27. right to appeal an arbitrator's award is very limited compared to the right to appeal a court decision.

27.

28. A request for arbitration must be filed within 24 months of the date of the closing on the property or
29. else the claim cannot be pursued. In some cases of fraud, a court or arbitrator may extend the 24-month
30. limitation period provided herein.

30.

31. A party who wants to arbitrate a dispute files a Demand, along with the appropriate administrative fee, with
32. NCDS. NCDS notifies the other party, who may file a response. NCDS works with the parties to select and appoint an arbitrator
33. to hear and decide the dispute. A three-arbitrator panel will be appointed instead of a single arbitrator at the request
34. of any party. The party requesting a panel must pay an additional fee. Arbitrators have backgrounds in law, real estate,
35. architecture, engineering, construction or other related fields.

35.

36. Arbitration hearings are usually held at the home site. Parties are notified about the hearing at least 14 days
37. in advance. A party may be represented by a lawyer at the hearing, at the party's own expense, if he or she gives five
38. (5) days advance notice to the other party and to NCDS. Each party may present evidence, including documents or
39. testimony by witnesses. The arbitrator must make any award within 30 days from the final hearing date. The award must
40. be in writing and may provide any remedy the arbitrator considers just and equitable that is within the scope of the
41. parties' agreement. The arbitrator does not have to make findings of fact that explain the reason for granting or denying
42. an award. The arbitrator may require the party who does not prevail to pay the administrative fee.

42.

43. This Arbitration Disclosure provides only a general description of the Arbitration System and a general
44. overview of the Arbitration System rules. For specific information regarding the administrative fee, please see the
45. Fee Schedule located in the NCDS Rules. Copies of the Arbitration System rules are available from NCDS by calling
46. (800) 777-8119 or (866) 727-8119 or on the Web at www.ncdsusa.org or from your REALTOR®. If you have any questions
about arbitration, call NCDS at (800) 777-8119 or (866) 727-8119 or consult a lawyer.



DISCLOSURE STATEMENT: ARBITRATION
DISCLOSURE AND RESIDENTIAL REAL
PROPERTY ARBITRATION AGREEMENT
47. Page 2

48. THIS IS AN OPTIONAL, VOLUNTARY AGREEMENT.
49. READ THE ARBITRATION DISCLOSURE ON PAGE ONE (1) IN FULL BEFORE SIGNING.

50. RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT

51. For the property located at 865 YORK AVE

52. City of ST. PAUL, County of RAMSEY, State of Minnesota.

53. Any dispute between the undersigned parties, or any of them, about or relating to material facts affecting the use or
54. enjoyment of the property, excluding disputes related to title issues of the property covered by the *Purchase Agreement*
55. dated 5/20, 2017, including claims of fraud, misrepresentation, warranty and
56. negligence, shall be settled by binding arbitration. National Center for Dispute Settlement shall be the arbitration service
57. provider. The rules adopted by National Center for Dispute Settlement and the Minnesota Association of REALTORS®
58. shall govern the proceeding(s). The rules that shall govern the proceeding(s) are those rules in effect at the time the
59. Demand for Arbitration is filed and include the rules specified in the Arbitration Disclosure on page one (1). This
60. Agreement shall survive the delivery of the deed or contract for deed in the *Purchase Agreement*. This Agreement is
61. only enforceable if all buyers, sellers and licensees representing or assisting the buyers and sellers have agreed to
62. arbitrate as acknowledged by signatures below. For purposes of this Agreement, the signature of one licensee of a
63. broker shall bind the broker and all licensees of that broker.

64. _____ (Date)
(Seller's Signature)

AuthenticSign
Kurt Manley 12:27 PM

(Buyer's Signature) (Date)

65. _____
(Seller's Printed Name)

(Buyer's Printed Name)

66. _____ (Date)
(Seller's Signature)

(Buyer's Signature) (Date)

67. _____ (Date)
(Seller's Printed Name)

(Buyer's Printed Name)

68. _____ (Date)
(Licensee Representing or Assisting Seller)

[Signature] 5/20/17
(Licensee Representing or Assisting Buyer) (Date)

69. _____
(Company Name)

Keller Williams Realty Integrity NW
(Company Name)

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

ADDENDUM TO PURCHASE AGREEMENT

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1. Date 5-26-17
2. Page _____

- 3. Addendum to Purchase Agreement between parties, dated 5-26, 20 17 pertaining to the
- 4. purchase and sale of the property at 865 York Ave, St. Paul, MN 55106
- 5. Buyer(s) hereby acknowledges they have examined the property both physically
- 6. and politically, to check assessments, truth in housing and/or code compliance
- 7. requirements, zoning, rental licensing requirements, etc.
- 8.
- 9. Buyer(s) will assume all R & R's on city truth in housing/code compliance/point
- 10. of sale report. Buyer(s) will assume all inspection, registration, permit, vacant building
- 11. registration fees and/or bond fees required by city.
- 12.
- 13. Buyer must check with city and assume stop box repairs and/or replacement.
- 14. If applicable buyer will sign city escrow agreement and escrow funds with the
- 15. city, county, and/or buyers lender for any and all required R & R's, work orders,
- 16. code compliance, septic system, wells, city sewer upgrades, repairs or connection,
- 17. stop box repairs or replacement, meter repair or replacement, etc.
- 18.
- 19. Buyer(s) will assume any city assessments or charges for connecting or
- 20. disconnecting the water meter on the subject property. Some cities including but
- 21. not limited to the city of Minneapolis can assess a water meter tampering or
- 22. replacement charge of approximately \$200.00. This fee must be paid for by the
- 23. buyer.
- 24.
- 25. Buyer(s) to be responsible for purchase and installation of carbon monoxide
- 26. detectors per Minnesota Law.

27.
28. If there is any conflict between the MAR purchase agreement and the sellers counter
29. offer addendums, the sellers counter offer addendums shall control.

30. [Signature] 6-23-17 Authenticator
Kurt Manley 12:27 PM
 31. _____ (Date) _____ (Date)
 FEDERAL HOME LOAN MORTGAGE CORPORATION (Buyer)

32. Pamela Erickson, Authorized Signer _____
 (Seller) _____ (Date) _____ (Date)

33. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYERS AND SELLERS.**
 34. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

DISCLOSURE STATEMENT:

SELLER'S DISCLOSURE ALTERNATIVES

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2016 Minnesota Association of REALTORS®, Edina, MN

- 1. Date 4/20/2017
- 2. Page 1 of _____ pages: RECORDS AND
- 3. REPORTS, IF ANY, ARE ATTACHED HERETO AND
- 4. MADE A PART HEREOF

5. Property located at 865 YORK AVENUE

6. City of SAINT PAUL, County of RAMSEY, State of Minnesota.

7. **NOTICE:** Sellers of residential property, with limited exceptions, are obligated to satisfy the requirements of MN Statutes
 8. 513.52 through 513.60. To comply with the statute, Seller must provide either a written disclosure to the
 9. prospective Buyer (see *Disclosure Statement; Seller's Property Disclosure Statement*) or satisfy one of the
 10. following two options. Disclosures made herein, if any, are not a warranty or guarantee of any kind by Seller or
 11. licensee(s) representing or assisting any party in this transaction and are not a substitute for any inspections or
 12. warranties the party(ies) may wish to obtain.

13. (Select one option only.)

14. 1) **QUALIFIED THIRD-PARTY INSPECTION:** Seller shall provide to prospective Buyer a written report that
 15. discloses material information relating to the real property that has been prepared by a qualified third party.
 16. "Qualified third party" means a federal, state or local governmental agency, or any person whom Seller or
 17. prospective Buyer reasonably believes has the expertise necessary to meet the industry standards of practice
 18. for the type of inspection or investigation that has been conducted by the third party in order to prepare the
 19. written report.

20. Seller shall disclose to prospective Buyer material facts known by Seller that contradict any information
 21. that is included in a written report, or material facts known by Seller that are not included in the
 22. report.

23. The inspection report was prepared by _____

24. _____

25. and dated _____, 20_____

26. Seller discloses to Buyer the following material facts known by Seller that contradict any information included
 27. in the above referenced inspection report.

28. _____

29. _____

30. _____

31. Seller discloses to Buyer the following material facts known by Seller that are not included in the above
 32. referenced inspection report.

33. _____

34. _____

35. _____

36. 2) **WAIVER:** The written disclosure required may be waived if Seller and prospective Buyer agree in writing. Seller
 37. and Buyer hereby waive the written disclosure required under MN Statutes 513.52 through 513.60.

38. **NOTE:** If both Seller and prospective Buyer agree, in writing, to waive the written disclosure required under
 39. MN Statutes 513.52 through 513.60, Seller is not obligated to disclose ANY material facts of which Seller
 40. is aware that could adversely and significantly affect the Buyer's use or enjoyment of the property or any
 41. intended use of the property, other than those disclosure requirements created by any other law. Seller is
 42. not obligated to update Buyer on any changes made to material facts of which Seller is aware that could
 43. adversely and significantly affect the Buyer's use or enjoyment of the property or any intended use of the
 44. property that occur, other than those disclosure requirements created by any other law.

45. Waiver of the disclosure required under MN Statutes 513.52 through 513.60 does not waive, limit or
 46. abridge any obligation for Seller disclosure created by any other law.

DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES

48. Property located at 865 YORK AVENUE, SAINT PAUL, MN 55106

49. OTHER REQUIRED DISCLOSURES:

50. NOTE: In addition to electing one of the above alternatives to the material fact disclosure, Minnesota law also
51. requires sellers to provide other disclosures to prospective buyers, such as those disclosures listed below.
52. Additionally, there may be other required disclosures by federal, state, local or other governmental entities
53. that are not listed below.

54. A. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE: (A subsurface sewage treatment system
55. disclosure is required by MN Statute 115.55.) (Check appropriate box.)

56. Seller certifies that Seller DOES DOES NOT know of a subsurface sewage treatment system on or serving
57. the above-described real property. (If answer is DOES, and the system does not require a state permit, see
58. Disclosure Statement: Subsurface Sewage Treatment System.)

59. There is a subsurface sewage treatment system on or serving the above-described real property.
60. (See Disclosure Statement: Subsurface Sewage Treatment System.)

61. There is an abandoned subsurface sewage treatment system on the above-described real property.
62. (See Disclosure Statement: Subsurface Sewage Treatment System.)

63. B. PRIVATE WELL DISCLOSURE: (A well disclosure and Certificate are required by MN Statute 1031.235.)
64. (Check appropriate box.)

65. Seller certifies that Seller does not know of any wells on the above-described real property.

66. Seller certifies there are one or more wells located on the above-described real property.
67. (See Disclosure Statement: Well.)

68. Are there any wells serving the above-described property that are not located on the property? Yes No
69. To your knowledge, is the property in a Special Well Construction Area? Yes No

70. Comments: _____

71. _____

72. C. VALUATION EXCLUSION DISCLOSURE: (Required by MN Statute 273.11, Subd. 18)

73. There IS IS NOT an exclusion from market value for home improvements on this property. Any valuation
74. exclusion shall terminate upon sale of the property, and the property's estimated market value for property tax purposes
75. shall increase. If a valuation exclusion exists, Buyers are encouraged to look into the resulting tax
76. consequences.

77. Additional comments: _____

78. _____

79. D. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"): Section 1445 of the Internal Revenue Code
80. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must
81. withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply.

82. Seller represents that Seller IS IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation,
foreign partnership, foreign trust, or foreign estate) for purposes of income taxation. This representation shall

83. survive the closing of any transaction involving the property described herein.
84.

85. NOTE: If the above answer is "IS," Buyer may be subject to income tax withholding in connection with the
86. transaction (unless the transaction is covered by an applicable exception to FIRPTA withholding). In
87. non-exempt transactions, Buyer may be liable for the tax if Buyer fails to withhold.

88. If the above answer is "IS NOT," Buyer may wish to obtain specific documentation from Seller ensuring
89. Buyer is exempt from the withholding requirements as prescribed under Section 1445 of the Internal
90. Revenue Code.

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

DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES

96. Property located at 865 YORK AVENUE, SAINT PAUL, MN 55106

97. E. METHAMPHETAMINE PRODUCTION DISCLOSURE:

98. (A methamphetamine production disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

99. [X] Seller is not aware of any methamphetamine production that has occurred on the property.

100. [] Seller is aware that methamphetamine production has occurred on the property.

101. (See Disclosure Statement: Methamphetamine Production.)

102. F. RADON DISCLOSURE:

103. (The following Seller disclosure satisfies MN Statute 144.496.)

104. RADON WARNING STATEMENT: The Minnesota Department of Health strongly recommends that ALL
105. homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having
106. the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily
107. be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.

108. Every buyer of any interest in residential real property is notified that the property may present exposure to
109. dangerous levels of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer.
110. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading
111. cause overall. The seller of any interest in residential real property is required to provide the buyer with any
112. information on radon test results of the dwelling.

113. RADON IN REAL ESTATE: By signing this Statement, Buyer hereby acknowledges receipt of the Minnesota
114. Department of Health's publication entitled Radon in Real Estate Transactions, which is attached hereto and
115. can be found at www.health.state.mn.us/dlvs/eh/indoorair/radon/rnrealestateweb.pdf.

116. A seller who fails to disclose the information required under MN Statute 144.496, and is aware of material facts
117. pertaining to radon concentrations in the property, is liable to the Buyer. A buyer who is injured by a violation of MN
118. Statute 144.496 may bring a civil action and recover damages and receive other equitable relief as determined by
119. the court. Any such action must be commenced within two years after the date on which the buyer closed the
120. purchase or transfer of the real property.

121. SELLER'S REPRESENTATIONS: The following are representations made by Seller to the extent of Seller's actual
122. knowledge.

123. (a) Radon test(s) [] HAVE [X] HAVE NOT occurred on the property.
(Choose one.)

124. (b) Describe any known radon concentrations, mitigation, or remediation. NOTE: Seller shall attach the most
125. current records and reports pertaining to radon concentration within the dwelling:

126. _____

127. _____

128. _____

129. (c) There [] IS [X] IS NOT a radon mitigation system currently installed on the property.
(Choose one.)

130. If "IS," Seller shall disclose, if known, information regarding the radon mitigation system, including system
131. description and documentation.

132. _____

133. _____

134. _____

135. G. NOTICE REGARDING AIRPORT ZONING REGULATIONS: The property may be in or near an airport safety zone
136. with zoning regulations adopted by the governing body that may affect the property. Such zoning regulations are
137. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such
138. zoning regulations affect the property, you should contact the county recorder where the zoned area is located.

**DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES**

139. Page 4

140. Property located at 866 YORK AVENUE, SAINT PAUL, MN 55106

141. **H. NOTICE REGARDING CARBON MONOXIDE DETECTORS:**

142. MN Statute 299F.51 requires Carbon Monoxide Detectors to be located within ten (10) feet from all sleeping
143. rooms. Carbon Monoxide Detectors may or may not be personal property and may or may not be included in the
144. sale of the home.

145. **I. WATER INTRUSION AND MOLD GROWTH:** Studies have shown that various forms of water intrusion affect many
146. homes. Water intrusion may occur from exterior moisture entering the home and/or interior moisture leaving the
147. home.

148. Examples of exterior moisture sources may be
149. • Improper flashing around windows and doors,
150. • Improper grading,
151. • flooding,
152. • roof leaks.

153. Examples of interior moisture sources may be
154. • plumbing leaks,
155. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
156. • overflow from tubs, sinks or toilets,
157. • firewood stored indoors,
158. • humidifier use,
159. • inadequate venting of kitchen and bath humidity,
160. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
161. • line-drying laundry indoors,
162. • houseplants—watering them can generate large amounts of moisture.

163. In addition to the possible structural damage water intrusion may do to the property, water intrusion may also result
164. in the growth of mold, mildew and other fungi. Mold growth may also cause structural damage to the property.
165. Therefore, it is very important to detect and remediate water intrusion problems.

166. Fungi are present everywhere in our environment, both indoors and outdoors. Many molds are beneficial to humans.
167. However, molds have the ability to produce mycotoxins that may have a potential to cause serious health problems,
168. particularly in some immunocompromised individuals and people who have asthma or allergies to mold.

169. To complicate matters, mold growth is often difficult to detect, as it frequently grows within the wall structure. If you
170. have a concern about water intrusion or the resulting mold/mildew/fungi growth, you may want to consider having
171. the property inspected for moisture problems before entering into a purchase agreement or as a condition of your
172. purchase agreement. Such an analysis is particularly advisable if you observe staining or any musty odors on the
173. property.

174. For additional information about water intrusion, indoor air quality, moisture or mold issues, please view the
175. Minnesota Association of REALTORS® Desktop Reference Guide at www.mnrealtor.com.

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

DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES

182. Property located at 865 YORK AVENUE, SAINT PAUL, MN 55106

183. K. SELLER'S STATEMENT:

184. (To be signed at time of listing.)

185. Seller(s) hereby authorizes any licensee(s) representing or assisting any party(ies) in this transaction to provide
186. a copy of this Disclosure Statement to any person or entity in connection with any actual or anticipated sale of the
187. property. A seller may provide this Disclosure Statement to a real estate licensee representing or assisting a
188. prospective buyer. The Disclosure Statement provided to the real estate licensee representing or assisting a
189. prospective buyer is considered to have been provided to the prospective buyer. If this Disclosure Statement is
190. provided to the real estate licensee representing or assisting the prospective buyer, the real estate licensee must
191. provide a copy to the prospective buyer.

192. **QUALIFIED THIRD-PARTY INSPECTION:** If Seller has made a disclosure under the Qualified Third-Party
193. Inspection, Seller is obligated to disclose to Buyer in writing of any new or changed facts of which Seller is aware
194. that could adversely and significantly affect the Buyer's use or enjoyment of the property or any intended use of
195. the property that occur up to the time of closing. To disclose new or changed facts, please use the *Amendment to*
196. *Disclosure Statement* form.

197. **WAIVER:** If Seller and Buyer agree to waive the seller disclosure requirement, Seller is NOT obligated to disclose
198. and will NOT disclose any new or changed information regarding facts.

199. **OTHER REQUIRED DISCLOSURES (Sections A-F):** Whether Seller has elected a Qualified-Third Party Inspection
200. or Waiver, Seller is obligated to notify Buyer, in writing, of any new or changed facts regarding Other Required
201. Disclosures up to the time of closing. To disclose new or changed facts, please use the *Amendment to Seller's*
202. *Disclosure* form.

Rodney Cattell

203. _____ (Seller) _____ (Date) _____ (Seller) _____ (Date)

204. L. BUYER'S ACKNOWLEDGEMENT:

205. (To be signed at time of purchase agreement.)

206. I/We, the Buyer(s) of the property, acknowledge receipt of this *Seller's Disclosure Alternatives* form and agree to
207. the seller's disclosure option selected in this form. I/We further agree that no representations regarding facts have
208. been made, other than those made in this form. This Disclosure Statement is not a warranty or a guarantee of
209. any kind by Seller or licensee representing or assisting any party in the transaction and is not a suitable substitute
210. for any inspections or warranties the party(ies) may wish to obtain.

211. The information disclosed is given to the best of the Seller's knowledge.

Authentisign
Hurt Manley 12:28 PM

212. _____ (Buyer) _____ (Date) _____ (Buyer) _____ (Date)

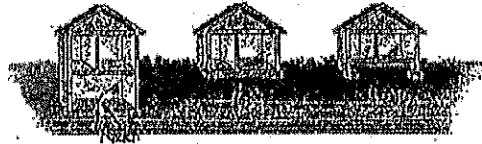
213. LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HEREIN AND ARE
214. NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.

Radon in Real Estate Transactions



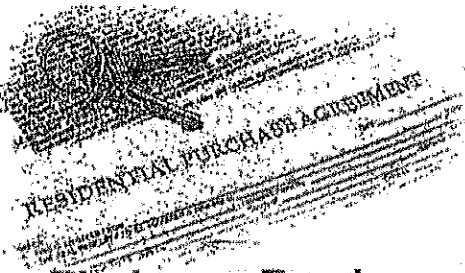
All Minnesota homes can have dangerous levels of radon gas in them. Radon is a colorless, odorless and tasteless radioactive gas that can seep into homes from the earth. When inhaled, its radioactive particles can damage the cells that line the lungs. Long-term exposure to radon can lead to lung cancer. About 21,000 lung cancer deaths each year in the United States are caused by radon, making it a serious health concern for all Minnesotans.

It does not matter if the home is old or new and the only way to know how much radon gas has entered the home is to conduct a radon test. MDH estimates 2 in 5 homes built before 2010 and 1 in 5 homes built since 2010 exceed the 4.0 pCi/L action level.



In Minnesota, buyers and sellers in a real estate transaction are free to negotiate radon testing and reduction. Ultimately, it is up to the buyer to decide an acceptable level of radon risk in the home. Prospective buyers should keep in mind that it is inexpensive and easy to measure radon, and radon levels can be lowered at a reasonable cost. The MDH Radon Program website provides more detailed information on radon, including the MDH brochure "Keeping Your Home Safe from Radon."

The Minnesota Radon Awareness Act does not require radon testing or mitigation. However, many relocation companies and lending institutions, as well as home buyers, require a radon test when purchasing a home. The purpose of this publication is to educate and inform potential home buyers of the risks of radon exposure, and how to test for and reduce radon as part of real estate transactions.



Disclosure Requirements

Effective January 1, 2014, the Minnesota Radon Awareness Act requires specific disclosure and education be provided to potential home buyers during residential real estate transactions in Minnesota. This publication is being provided by the seller in order to meet a requirement of the Act. In addition, before signing a purchase agreement to sell or transfer residential real property, the seller shall disclose in writing to the buyer any knowledge the seller has of radon concentrations in the dwelling.

The disclosure shall include:

1. whether a radon test or tests have occurred on the property;
2. the most current records and reports pertaining to radon concentrations within the dwelling;
3. a description of any radon concentrations, mitigation, or remediation;
4. information regarding the radon mitigation system, including system description and documentation, if such system has been installed in the dwelling; and
5. a radon warning statement

Radon Warning Statement

"The Minnesota Department of Health strongly recommends that ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigation."

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling.

Radon Facts

How dangerous is radon?

Radon is the number one cause of lung cancer in non-smokers and the second leading cause of lung cancer overall, next to tobacco smoking. Thankfully, much of this risk can be prevented through testing and taking action to reduce high levels of radon gas when and where they are found. Your risk for lung cancer increases with higher levels of radon gas, prolonged exposure and whether or not you are a smoker.

Where is your greatest exposure to radon?

Radon is present everywhere, and there is no known safe level. Your greatest exposure is where it can concentrate indoors and where you spend most of your time. For most Minnesotans, this is at home. Whether a home is old or new, well-sealed or drafty, with or without a basement, any home can have high levels of radon.



Where does radon come from? Radon comes from the soil. It is produced by the natural decay of uranium and radium commonly found in nearly all soils in Minnesota. As a gas, radon moves freely through the soil and eventually into the air you breathe. Our homes tend to draw soil gases, including radon, into the structure.




I have a new home, aren't radon levels reduced already?

Homes built in Minnesota since June 2009 are required to contain construction features that may limit radon entry. These features are known as passive Radon Resistant New Construction (RRNC). While these passive RRNC features may lower the amount of radon in newer homes, it does not guarantee low levels. It is recommended all new homes be tested for radon, and if elevated levels are found, these passive RRNC features can be easily and inexpensively activated with the addition of a radon fan in the attic. If you are buying a new home, ask if the home has any RRNC features and if the home has been tested.

What is the recommended action based on my results?

If the average radon in the home is at or above 4.0 pCi/L, the home should be fixed. Consider fixing the home if radon levels are between 2 pCi/L and 3.9 pCi/L. While it isn't possible to reduce radon to zero, the best approach is to reduce the radon levels to as low as reasonably achievable. Any amount of radon, even below the recommended action level, carries some risk.

How are radon tests conducted in real estate transactions?
 Because of the unique nature of real estate transactions, involving multiple parties and financial interests, there are special protocols for radon testing.

 Continuous Radon Monitor (CRM)	 Standard Short-term Testing	 Suspended Short-term Testing
<p>Fastest</p> <p>Test is completed by a certified contractor with a calibrated CRM for a minimum of 48 hours.</p> <p>Test report is analyzed to ensure that it is a valid test.</p>	<p>Second fastest</p> <p>Two short-term test kits are used at the same time, placed 6-12 inches apart, for a minimum of 48 hours.</p> <p>Test kits are sent to the lab for analysis.</p> <p>The two test results are averaged to get the radon level.</p>	<p>Slowest</p> <p>One short-term test is performed for a minimum of 48 hours.</p> <p>Test kit is sent to lab for analysis.</p> <p>Another short-term kit is used in the same place as the first, started right after the first test is taken down. Test is performed for a minimum of 48 hours.</p> <p>Test kit is sent to the lab for analysis.</p> <p>The two test results are averaged to get the radon level.</p>

Radon Testing

House conditions when testing

Be aware that any test lasting less than three months requires closed-house conditions.

Closed-house Conditions: Mean keeping all windows and doors closed, except for normal entry and exit.

Before Testing: Begin closed-house conditions at least 12 hours before the start of the radon test.

During Testing: Maintain closed-house conditions during the entire duration of the short term test. Operate home heating or cooling systems normally during the test.

Where the test should be conducted

Any radon test conducted for a real estate transaction needs to be placed in the lowest livable area of the home suitable for occupancy. In Minnesota, this is typically in the basement, whether it is finished or unfinished.

The test kit should be placed:

- two to six feet above the floor
- at least three feet from exterior walls
- four inches away from other objects
- in a location where it won't be disturbed
- not in enclosed areas
- not in areas of high heat or humidity

If the house has multiple foundation types, it is recommended that each of these be tested. For instance, if the house has one or more of the following foundation types--basement, crawl space, slab-on-grade--a test should be performed in the basement and in at least one room over the crawlpace and one room with a slab-on-grade area.

Who should conduct radon testing in real estate transactions?

All radon tests should be conducted in accordance with national radon measurement protocols, by a certified and MDH-listed professional. This ensures the test was conducted properly, in the correct location, and under appropriate building conditions. A list of these radon measurement professionals can be found at MDH's Radon web site. A seller may have previously conducted testing in a property. If the test result is at or above the action level, the home should be mitigated.

Radon Mitigation

Lowering radon in existing homes -- Radon Mitigation

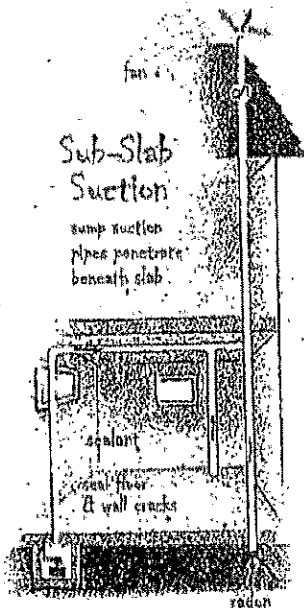
When elevated levels of radon are found, they should be mitigated. Elevated radon concentrations can be easily reduced by a nationally certified and MDH-listed radon mitigation professional. A list of these radon mitigation professionals can be found at MDH's Radon web site.

Radon mitigation is the process or system used to reduce radon concentrations in the breathing zones of occupied buildings. The goal of a radon mitigation system is to reduce the indoor radon levels to below the EPA action level of 4.0 pCi/L. A quality radon reduction (mitigation) system is often able to reduce the annual average radon level to below 2.0 pCi/L.

Active sub-slab suction (also called sub-slab depressurization, or SSD) is the most common and usually the most reliable type of system because it draws radon-filled air from beneath the house and vents it outside. There are standards of practice that need to be followed for the installation of these systems. More information on radon mitigation can be found at the MDH Radon website.

After a radon reduction system is installed

Perform an independent short-term test to ensure that the reduction system is effective. Make sure the radon system is operating during the entire test. Once a confirmatory radon test shows low levels of radon in the home, be sure to retest the house every two years to confirm continued radon reduction.



Contact the MDH Radon Program if you are uncertain about anything regarding radon testing or mitigation.

The MDH Radon Program can provide:

- Information about radon health effects, radon testing and radon mitigation;
- Names of trained, certified and MDH-listed radon professionals;

MDH Radon Program
 825 Robert St N
 P.O. Box 64975
 St. Paul, MN 55164-0975
 (861) 201-4801
 1(800) 798-9060



Email: health.indoorair@state.mn.us
 Web: www.health.state.mn.us/radon

Instant Forms

RADON DISCLOSURE

Copyright 2013 by Minnesota State Bar Association, Minneapolis, Minnesota. No copyright is claimed for statutory text. BEFORE YOU USE OR SIGN THIS FORM, YOU SHOULD CONSULT WITH A LAWYER TO DETERMINE THAT THIS FORM ADEQUATELY PROTECTS YOUR LEGAL RIGHTS. Minnesota State Bar Association disclaims any liability arising out of use of this form.

This document, dated 5-26-17, concerns the real property located at:
 [street address] 866 York Ave, St. Paul, MN 55108
 and legally described as:

E 7 ft Of lot 21 and W 33 1/2 Lat Of Lot 22 Bk 4

MINNESOTA RADON AWARENESS ACT

Minn. Stat. Section 144.496 (2013)

Subdivision 1. Citation. This section may be cited as the "Minnesota Radon Awareness Act."

Subd. 2. Definitions. (a) The following terms used in this section have the meanings given them.

(b) "Buyer" means a person negotiating or offering to acquire for value, legal or equitable title, or the right to acquire legal or equitable title to residential real property.

(c) "Mitigation" means measures designed to permanently reduce indoor radon concentrations;

(d) "Radon test" means a measurement of indoor radon concentrations according to established industry standards for residential real property.

(e) "Residential real property" means property occupied as, or intended to be occupied as, a single-family residence, including a unit in a common interest community as defined in section 515B.1-103, clause (10), regardless of whether the unit is in a common interest community not subject to chapter 515B.

(f) "Seller" means a person who owns legal or equitable title to residential real property.

(g) "Elevated radon concentration" means a radon concentration at or above the United States Environmental Protection Agency's radon action level.

Subd. 3. Radon disclosure. (a) Before signing an agreement to sell or transfer residential real property, the seller shall disclose in writing to the buyer any knowledge the seller has of radon concentrations in the dwelling. The disclosure shall include:

- (1) whether a radon test or tests have occurred on the real property;
- (2) the most current records and reports pertaining to radon concentrations within the dwelling;
- (3) a description of any radon concentrations, mitigation, or remediation;
- (4) information regarding the radon mitigation system, including system description and documentation, if such system has been installed in the dwelling; and
- (5) a radon warning statement meeting the requirements of subdivision 4.

(b) The seller shall provide the buyer with a copy of the Minnesota Department of Health publication entitled "Radon in Real Estate Transactions."

(c) The seller's radon disclosure requirements in this section apply to the transfer of any interest in residential real estate, whether by sale, exchange, deed, contract for deed, lease with an option to purchase, or any other option.

(d) The seller's radon disclosure requirements in this section do not apply to any of the following:

- (1) real property that is not residential real property;
- (2) a gratuitous transfer;
- (3) a transfer made pursuant to a court order;
- (4) a transfer to a government or governmental agency;
- (5) a transfer by foreclosure or deed in lieu of foreclosure;
- (6) a transfer to heirs or devisees of a decedent;

- (7) a transfer from a co-tenant to one or more other co-tenants;
- (8) a transfer made to a spouse, parent, grandparent, child, or grandchild of the seller;
- (9) a transfer between spouses resulting from a decree of marriage dissolution or from a property settlement agreement incidental to that decree;
- (10) an option to purchase a unit in a common interest community, until exercised;
- (11) a transfer to a person who controls or is controlled by the grantor as those terms are defined with respect to a declarant under section 515B.1-103, clause (2);
- (12) a transfer to a tenant who is in possession of the residential real property; or
- (13) a transfer of special declarant rights under section 515B.3-104.

(a) A seller may provide the written disclosure required under this section to a real estate licensee representing or assisting a prospective buyer. The written disclosure provided to the real estate licensee representing or assisting a prospective buyer is considered to have been provided to the prospective buyer. If the written disclosure is provided to the real estate licensee representing or assisting the prospective buyer, the real estate licensee must provide a copy to the prospective buyer.

Subd. 4. Radon warning statement. The radon warning statement must include the following language: "Radon Warning Statement. "The Minnesota Department of Health strongly recommends that ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigator."

"Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling."

Subd. 5. Liability; transfer not invalidated. (a) A seller who fails to make a radon disclosure as required by this section, and is aware of material facts pertaining to radon concentrations in the dwelling, is liable to the buyer.

(b) A buyer who is injured by a violation of this section may bring a civil action and recover damages and receive other equitable relief as determined by the court. An action under this subdivision must be commenced within two years after the date on which the buyer closed the purchase or transfer of the real property.

(c) This section does not invalidate a transfer solely because of the failure of any person to comply with a provision of this section. This section does not prevent a court from ordering a rescission of the transfer.

Subd. 6. Effective date. This section is effective January 1, 2014, and applies to agreements to sell or transfer residential real property executed on or after that date.

to enter into any future transactions with me for the purchase, sale or financing of real property and may place my name on Seller's Exclusionary List in order to accomplish this purpose.

- 8. I agree and understand that any misstatement or misrepresentation in this Agreement of Purchaser will constitute a breach by me of the Contract of Sale, and will permit Seller the right to cancel the Contract of Sale and to exercise any remedies available under the Contract of Sale and applicable law or equity.
- 9. I agree that should I refuse to honor any demand made by Seller pursuant to the Contract of Sale, Addendum #1, this Agreement of Purchaser or applicable law that Seller shall have the right to initiate legal action against me to enforce Seller's rights and that I will pay all costs and expenses, including, but not limited to, reasonable attorneys' fees and costs of collection and enforcement, incurred by Seller in furtherance thereof.
- 10. I understand that any misstatement or misrepresentation in this Agreement of Purchaser may subject me to criminal and/or civil liability, and that Seller may refer evidence of such misstatement or misrepresentation to the appropriate law enforcement agencies.
- 11. I agree that the representations I have made and the matters to which I have agreed in this Agreement of Purchaser will not merge with the deed conveying title to the Property and they will survive closing of this transaction.

AuthenticSign
Hurt Manley

08/14/2017

Purchaser's Signature

Date

Purchaser Signature

Date

Statement of Selling Agent

A. I agree and represent that to the best of my knowledge, after having conducted due diligence into the representations made by Purchaser in this Agreement of Purchaser, that the Purchaser intends to occupy the Property after closing as Purchaser's primary residence or second home in accordance with the terms of this Agreement of Purchaser. I acknowledge that Seller is relying on this representation for approval of this sale. I agree and represent that I will not list the Property for sale or rent for a period of one year after the first date of Closing of the sale under the contract of Sale.

B. I agree that if I become aware that the purchaser will not occupy the residence as specified in this agreement, I will report this knowledge to Freddie Mac.

C. I agree and understand that if Seller determines that I or the Purchaser made any misrepresentations in this Agreement of Purchaser or otherwise, Seller may refuse to enter into any future transactions for the purchase, sale or financing of real property in which I am involved, and may place my name on Seller's Exclusionary List in order to accomplish this purpose.

D. I also agree and understand that any misstatement or misrepresentation in this Agreement of Purchaser may subject me to criminal and/or civil liability, and that Seller may refer evidence of such misstatement or misrepresentation to the appropriate licensing or law enforcement agencies.

Brett Cleveland 506011168

Selling Agent

Selling Agent's License Number

Date

5/26/17

REAL ESTATE DISCLOSURE ADDENDUM AND RELEASE

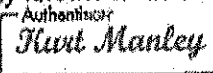
Property Address: 865 York Ave, St. Paul, MN 55106

Buyer(s) and Buyer(s) Agent acknowledge that they are aware that due to possible water damage and/or excessive moisture mold, mildew and/or other microscopic organisms may be present within the subject property. Buyer(s) and Buyer(s) Agent are aware that exposure to certain species of mold may pose serious health risks, particularly in individuals with immune system deficiencies, allergies or respiratory problems, and young children and elderly persons. To the best of Seller's knowledge, no tests have been performed and no investigation undertaken in connection with mold fungal spores or any other microscopic organisms that may be present within the subject property. Buyer(s) and Buyer(s) Agent acknowledge the property is being sold and conveyed "AS IS". Buyer(s) and Buyer(s) Agent further acknowledge that under the terms of the Contract of Sale, Buyer(s) have had, or will have had, prior to closing, full and timely opportunity to make a complete inspection of the subject property, including any environmental inspection or investigation of the subject property. Buyer(s) and Buyer(s) Agent agree that the purchase price of the property reflects the agreed upon value of the property "AS IS", including the aforementioned disclosures.

Buyer further acknowledges that Minnesota Statute 229.51 requires installation of a UL listed Carbon Monoxide alarm within 10 feet of any lawful sleeping area. Buyer assumes responsibility for installing and alarms to comply with the law.

Buyer is responsible for any water or utility reconnection fees. In the event that utilities are disconnected for any reason Seller will not reconnect or reactivate them.

Seller has not made and does not make any express or implied representation or warranty of any kind with respect to the environmental condition of the subject property or whether it is in compliance with any local, state, or federal environmental law, code, or standard. Buyer(s) and Buyer(s) Agent hereby agree not to pursue any claim against Seller or its Agents for any violation of any such laws, codes, standards, or for cost incurred in conducting investigations pursuant to such laws, codes, or standards. In addition, Buyer(s) and Buyer(s) Agent agree to fully and forever release, discharge and hold harmless Seller, its agents, employees, contractors, and representatives from and against any claims, damages, losses, costs or expenses of any kind sustained or arising directly or indirectly from or in connection with any known or unknown condition of the subject property.

Buyer  Date 06/14/2017
AuthenticId: 06/14/2017 12:28:06 PM CDT

Buyer _____ Date _____

Buyer Agent  Date 06/06/2017
AuthenticId: 06/06/2017 0:51:21 AM CDT

Radon Warning Statement

"The Minnesota Department of Health strongly recommends that ALL home buyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.

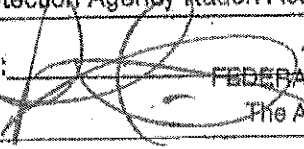
Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling."

Seller's Disclosure of Radon

Seller, answer each question with a check for "yes" or "no" where indicated or "unknown."

	Yes	No	Unknown
Seller has knowledge of radon concentrations in the dwelling.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
One or more radon tests have been conducted in the dwelling.			<input checked="" type="checkbox"/>
Seller has records or reports pertaining to radon concentrations within the dwelling. If Seller has answered "yes," then the most current records and reports pertaining to radon concentrations within the dwelling are attached.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Has a mitigation system been installed? If Seller has answered "yes," then information regarding the radon mitigation system, including system description and documentation, is attached.			<input checked="" type="checkbox"/>
Radon concentrations at or above the U.S. Environmental Protection Agency Radon Action Level are known to be present within the dwelling.			<input checked="" type="checkbox"/>
Radon concentrations have been mitigated to below the U.S. Environmental Protection Agency Radon Action Level.			<input checked="" type="checkbox"/>

Seller(s) signatures:



FEDERAL HOME LOAN MORTGAGE CORPORATION
 The Academy Law Group PA, as Attorney-in-Fact
 Pamela Erickson, Authorized Signer

[date] 5-26-17

Buyer received this Disclosure and the brochure entitled "Radon in Real Estate Transactions" published by the Minnesota Department of Health.

Buyer(s) signatures:

AuthenticSign

 5/17/2017 12:28:32 PM CDT

TITLE Company

Seller will pay for the buyer's owners policy if the buyer uses the sellers title company.

Please write the name of the title company the buyer is using if they are using the sellers title company write seller.

Buyer is
using:

LIBERTY TITLE - ASHLEY BOROVANSKY

AGENT and BUYER DISCLOSURE

Property Address: 865 York Ave, St. Paul, MN 55108

IF YOU ARE UNSURE HOW TO ANSWER ANY OF THE FOLLOWING QUESTIONS PLEASE SEE YOUR BROKER. WE ARE REQUIRED TO DISCLOSE THIS INFORMATION TO OUR SELLER.

1. Is the Buyer a licensed agent? YES NO
2. Are you, the Buyer's agent, related to the Buyer? YES NO

Describe relationship: _____

3. Are you a licensed agent representing yourself? YES NO
4. Are you or your Broker an approved Freddie Mac/Homesteps broker/supplier? YES NO
5. Are you or your Broker an approved Fannie Mae broker/supplier? YES NO
6. Is the Buyer a Freddie Mac/Homesteps Employee: YES NO
7. Is the Buyer a Freddie Mac/Homesteps Supplier or Relative: YES NO
8. Is the Buyer a previous Mortgagor or Relative of previous Mortgagor: YES NO

Agent signature: 



Date: 5-26-17

NOTE: Please refer to Seller Addendums for buyer eligibility to purchase Freddie Mac and Fannie Mae properties

Utilities Agreement

I, KURT MANLEY, _____ buyer's agree to put all utilities into our name on the day of closings. Utilities include gas, electric, and water. It's the buyer and the buyer's agent responsibility to make sure the utilities have been transferred. The buyer and the buyers are will be responsible for any bills that the seller receives after closing due to the buyer not putting utilities into their name at the date of closing. The seller will receive a final bill when you put utilities into your name. If the seller does not get the final bill within 90 days due to the buyer not putting utilities into their name the buyer agrees to pay the bills and any fees associated with the bill.

Note: the some cities including the city of St Paul will required you to provide a meter reading at the date of closing in order to transfer utilities. Please be sure to get the meter reading during your final walk through.

Buyer 1: AuthenticSign
Kurt Manley
6/14/2017 12:29:03 PM CDT

Buyer 2: _____

Buyers Agent: AuthenticSign
[Signature]
6/8/2017 8:51:20 AM CDT