

PURCHASE AGREEMENT

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- 1. Date December 16th 2020
- 2. Page 1

3. BUYER (S): Cash For Houses Inc.

4. _____

5. Buyer's earnest money in the amount of _____
6. Five Hundred Dollars (\$ 500.00)

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

8. Said earnest money is part payment for the purchase of the property located at
9. Street Address: 1915 Ivy Ave E
10. City of Saint Paul, County of Ramsey, State of Minnesota, Zip Code 55119, legally described as Lot 18 Block 15 of HAYDEN HEIG

11. _____

12. _____

13. _____

14. _____

15. HTS

16. Said purchase shall include all improvements, fixtures, and appurtenances on the property, if any, including but not
17. limited to, the following (collectively the "Property"): garden bulbs, plants, shrubs, trees, lawn watering systems,
18. in-ground pet containment systems (excluding collars); sheds; storm sashes, storm doors, screens, and awnings;
19. window shades and blinds; traverses, curtain and drapery rods, valances, draperies, curtains, and window coverings
20. and treatments; towel rods; attached lighting and bulbs; fan fixtures; plumbing fixtures; garbage disposals; water
21. softeners; water treatment systems; water heating systems; heating systems; air exchange systems; environmental
22. remediation systems (e.g., radon, vapor intrusion); sump pumps; TV antennas, cable TV jacks and wiring, and TV
23. wall mounts; wall and ceiling speaker mounts; carpeting; attached mirrors; garage door openers and all controls; smoke
24. detectors; doorbells; thermostats; all integrated phone and home automation systems, including necessary components
25. such as intranet and Internet connected hardware or devices, control units (other than non-dedicated mobile devices,
26. electronics, and computers) and applicable software, permissions, passwords, codes, and access information; fireplace
27. screens, doors, and heatilators; **ANY OF THE FOLLOWING, IF BUILT-IN:** dishwashers, refrigerators, wine and beverage
28. refrigerators, trash compactors, ovens, cook-top stoves, warming drawers, microwave ovens, hood fans, shelving,
29. work benches, intercoms, speakers, air conditioning equipment, electronic air filters, humidifiers and dehumidifiers,
30. liquid fuel tanks and all controls, pool and spa equipment, propane tanks and all controls, security system equipment,
31. TV satellite dishes; the above-mentioned inclusions **AND** the following personal property shall be transferred with no
32. additional monetary value, and free and clear of all liens and encumbrances:
33. **SELLER MAY CHOOSE TO LEAVE BEHIND AND TRASH, PERSONAL PROPERTY OR DEBRIS THEY DO NOT WISH TO MOVE.**

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

35. Notwithstanding the foregoing, the following item(s) are excluded from the purchase:
36. _____

PURCHASE PRICE:

37. _____

38. Seller has agreed to sell the Property to Buyer for the sum of (\$ 43,000.00)

39. Forty-Three Thousand Dollars,

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

41. 1. 100 percent (%) of the sale price in **CASH**, or more in Buyer's sole discretion, including earnest money;

42. 2. _____ percent (%) of the sale price in **MORTGAGE FINANCING**. (See following Mortgage Financing section.)

43. 3. _____ percent (%) of the sale price by **ASSUMING** Seller's current mortgage. (See attached *Addendum to*

44. *Purchase Agreement: Assumption Financing*.)

45. 4. _____ percent (%) of the sale price by **CONTRACT FOR DEED**. (See attached *Addendum to Purchase*

46. *Agreement: Contract for Deed Financing*.)

47. _____

CLOSING DATE:

48. The date of closing shall be on or before June 30th 2021.



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50. Property located at 1915 Ivy Ave E Saint Paul MN 55119

MORTGAGE FINANCING:

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

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

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

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

55. Financing **DOES** **DOES NOT** include a grant, bond program, or other loan assistance program. If "DOES,"
56. please specify: _____

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

58. **CONVENTIONAL OR PRIVATELY INSURED CONVENTIONAL**

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

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

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

62. **OTHER** _____

63. mortgage in the amount stated in this Purchase Agreement, amortized over a period of not more than
64. _____ years, with an initial interest rate at no more than _____ percent (%) per annum. The mortgage
65. application **IS TO BE MADE WITHIN FIVE (5) BUSINESS DAYS** after the Final Acceptance Date. Buyer agrees to
66. use best efforts to secure a commitment for such financing and to execute all documents required to consummate
67. said financing.

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

70. If Buyer cannot secure the financing specified in this Purchase Agreement, and this Purchase Agreement does not
71. close on the closing date specified, this Purchase Agreement is canceled. Buyer and Seller shall immediately
72. sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be

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

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

76. Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on
77. or before _____

78. For purposes of this Contingency, "**Written Statement**" means a Written Statement prepared by Buyer's mortgage
79. originator(s) or lender(s) after the Final Acceptance Date that Buyer is approved for the loan(s) specified in this
80. Purchase Agreement, including both the first mortgage and any subordinate financing, if any, and stating that an
81. appraisal, satisfactory to the lender(s), has been completed and stating conditions required by lender(s) to close
82. the loan.

83. Upon delivery of the Written Statement to Seller, or licensee representing or assisting Seller, the obligation to
84. satisfying all conditions required by mortgage originator(s) or lender(s), except those conditions specified below,
85. are deemed accepted by Buyer:

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

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

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

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92. Property located at 1915 Ivy Ave E Saint Paul MN 55119

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

99. Notwithstanding the language in the preceding paragraph, Seller may not declare this Purchase Agreement
 100. canceled if the reason this Purchase Agreement does not close was due to:

- 101. (a) Seller's failure to complete work orders to the extent required by this Purchase Agreement;
- 102. (b) Seller's failure to complete any other financing terms agreed to be completed by Seller here; or
- 103. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement, except
- 104. as specified in the contingency for sale and closing of Buyer's property.

105. If the Written Statement is not provided by the date specified on line 79, Seller may, at Seller's option, declare this
 106. Purchase Agreement canceled by written notice to Buyer at any time prior to Seller receiving the Written Statement,
 107. in which case this Purchase Agreement is canceled. In the event Seller declares this Purchase Agreement canceled,
 108. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
 109. directing all earnest money paid here to be refunded to Buyer.

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

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

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

118. **LENDER COMMITMENT WORK ORDERS:** Seller agrees to pay up to \$ _____ to make
 119. repairs as required by the lender commitment. If the lender commitment is subject to any work orders for which the
 120. cost of making said repairs shall exceed this amount, Seller shall have the following options:

- 121. (a) making the necessary repairs; or
- 122. (b) negotiating the cost of making said repairs with Buyer; or
- 123. (c) declaring this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. Buyer and Seller
 124. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest
 125. money paid here to be refunded to Buyer, unless Buyer provides for payment of the cost of said repairs or escrow
 126. amounts related thereto above the amount specified on line 118 of this Purchase Agreement.

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

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

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



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140. **LENDER PROCESSING FEES (FHA, DVA Financing Only):** Seller agrees to pay Buyer's closing fees and

141. miscellaneous processing fees which cannot be charged to Buyer, not to exceed \$ _____.

142. This amount is in addition to Seller's Contributions to Buyer's Costs, if applicable.

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

145. _____ paid by Buyer **AT CLOSING** **ADDED TO MORTGAGE AMOUNT**
(Check one.)

146. _____ paid by Seller

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

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

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

156. **OTHER MORTGAGE FINANCING ITEMS:** _____

157. _____

SELLER'S CONTRIBUTIONS TO BUYER'S COSTS:

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

160. \$ _____

161. _____ percent (%) of the sale price

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

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

INSPECTIONS:

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

172. This Purchase Agreement **IS** **IS NOT** contingent upon any inspection(s) of the Property obtained by Buyer to
----- (Check one.) -----

173. determine its condition, including any non-intrusive testing or any intrusive testing as allowed pursuant to this Purchase
174. Agreement.

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

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

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

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183. Property located at 1915 Ivy Ave E Saint Paul MN 55119

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

185. Within 14 Calendar Days of Final Acceptance Date, all inspection(s), test(s), and resulting negotiations, if any,
186. shall be done ("Inspection Period").

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

194. **OTHER INSPECTION ITEMS:** _____

195. _____

196. _____

197. _____

SALE OF BUYER'S PROPERTY:

198.
199. (Check one.)

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

202. OR

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

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

211. OR

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

REAL ESTATE TAXES/SPECIAL ASSESSMENTS:

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

217. Buyer shall pay PRORATED FROM DAY OF CLOSING ALL NONE _____ /12ths OF real estate taxes
218. due and payable in the year of closing. (Check one.)

219. Seller shall pay PRORATED TO DAY OF CLOSING ALL NONE _____ /12ths OF real estate taxes due and
220. payable in the year of closing. (Check one.)

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

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



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227 DEFERRED TAXES/SPECIAL ASSESSMENTS:

228. [] BUYER SHALL PAY [X] 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.

230. [] BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING [X] SELLER SHALL PAY ON

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

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

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

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

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

ADDITIONAL PROVISIONS:

252. PREVIOUSLY EXECUTED PURCHASE AGREEMENT: This Purchase Agreement [] IS [X] IS NOT subject to

253. cancellation of a previously executed purchase agreement dated

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

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

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

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

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

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

266. ; and

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

268.



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270. Property located at 1915 Ivy Ave E Saint Paul MN 55119

271. POSSESSION: Seller shall deliver possession of the Property: (Check one.)

272. [X] IMMEDIATELY AFTER CLOSING; or

273. [] OTHER:

274. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property by possession date.

276. 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.

280. 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.

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

284. (a) Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property, 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

288. (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.

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

294. In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional thirty (30) days to make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In addition to the thirty (30)-day extension, Buyer and Seller may, by mutual agreement, further extend the closing date. Lacking such extension, 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.

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

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

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

314. DIMENSIONS: Buyer acknowledges any dimensions, square footage, or acreage of land or improvements provided by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.

317. ACCESS AGREEMENT: Seller agrees to allow reasonable access to the Property for performance of any surveys or inspections agreed to here.

MN:PA-7 (8/20)

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320. Property located at 1915 Ivy Ave E Saint Paul MN 55119.
321. **RISK OF LOSS:** If there is any loss or damage to the Property between the Date of this Purchase Agreement and
322. the date of closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be
323. on Seller. If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement
324. is canceled, at Buyer's option, by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels
325. this Purchase Agreement, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming
326. said cancellation and directing all earnest money paid here to be refunded to Buyer.
327. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.
328. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (Calendar or Business Days as specified)
329. following the occurrence of the event specified and includes subsequent days (Calendar or Business Days as specified)
330. ending at 11:59 P.M. on the last day.
331. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state or federal holidays unless
332. stated elsewhere by the parties in writing.
333. **CALENDAR DAYS:** "Calendar Days" include Saturdays, Sundays, and state and federal holidays.
334. **RELEASE OF EARNEST MONEY:** Buyer and Seller agree that the Earnest Money Holder shall release earnest money
335. from the Earnest Money Holder's trust account:
336. (a) at or upon the successful closing of the Property;
337. (b) pursuant to written agreement between the parties, which may be reflected in a *Cancellation of Purchase*
338. *Agreement* executed by both Buyer and Seller;
339. (c) upon receipt of an affidavit of a cancellation under MN Statute 559.217; or
340. (d) upon receipt of a court order.
341. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any
342. payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and
343. Seller shall affirm the same by a written cancellation agreement.
344. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the provisions
345. of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable. If either Buyer or Seller defaults in any
346. of the agreements here or there exists an unfulfilled condition after the date specified for fulfillment, either party may
347. cancel this Purchase Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided here that this Purchase
348. Agreement is canceled, said language shall be deemed a provision authorizing a Declaratory Cancellation under MN
349. Statute 559.217, Subd. 4.
350. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages
351. for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific
352. performance, such action must be commenced within six (6) months after such right of action arises.
353. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender
354. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be obtained
355. by contacting the local law enforcement offices in the community where the Property is located or the Minnesota
356. Department of Corrections at (651) 361-7200, or from the Department of Corrections web site at
357. www.corr.state.mn.us.

358. **BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO**

359. **ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF**

360. **THIS PURCHASE AGREEMENT.**

361. BUYER HAS RECEIVED A: (Check any that apply.) **DISCLOSURE STATEMENT: SELLER'S PROPERTY**

362. **DISCLOSURE STATEMENT** OR A **DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES FORM.**

363. **DESCRIPTION OF PROPERTY CONDITION:** See *Disclosure Statement: Seller's Property Disclosure Statement* or

364. *Disclosure Statement: Seller's Disclosure Alternatives* for description of disclosure responsibilities and limitations, if

365. any.

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

367. **BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY**

368. **AND ITS CONTENTS.**

PURCHASE AGREEMENT

369. Page 9 Date December 16th 2020

370. Property located at 1915 Ivy Ave E Saint Paul MN 55119

371. (Check appropriate boxes.)

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

373. CITY SEWER YES NO / CITY WATER YES NO

374. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

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

376. SERVING THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure Statement: Subsurface Sewage Treatment System*.)

378. **PRIVATE WELL**

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

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

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

382. *SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.*

383. (If answer is **IS**, see attached *Addendum*.)

384. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**
385. **RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE**
386. **TREATMENT SYSTEM.**

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

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

391. BUYER SELLER to be issued by _____
(Check one.)

392. at a cost not to exceed \$ _____.

393. No Home Protection/Warranty Plan is negotiated as part of this Purchase Agreement. However, Buyer may elect
394. to purchase a Home Protection/Warranty Plan.

AGENCY NOTICE

395. Jeffrey Oman is Seller's Agent Buyer's Agent Dual Agent Facilitator.
(Licensee) (Check one.)

397. Source One Realty, LLC
(Real Estate Company Name)

398. Jeffrey Oman is Seller's Agent Buyer's Agent Dual Agent Facilitator.
(Licensee) (Check one.)

399. Source One Realty, LLC
(Real Estate Company Name)

400. **THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.**

PURCHASE AGREEMENT

401. Page 10 Date December 16th 2020

402. Property located at 1915 Ivy Ave E Saint Paul MN 55119

403. **DUAL AGENCY REPRESENTATION**

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

405. Dual Agency representation **DOES NOT** apply in this transaction. *Do not complete lines 406-422.*

406. Dual Agency representation **DOES** apply in this transaction. *Complete the disclosure in lines 407-422.*

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

411. Seller(s) and Buyer(s) acknowledge that

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

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

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

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

420. Seller _____ Buyer _____

421. Seller _____ Buyer _____

422. Date _____ Date _____

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

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

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

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

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

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

PURCHASE AGREEMENT

442. Page 11 Date December 16th 2020

443. Property located at 1915 Ivy Ave E Saint Paul MN 55119

444. **FULLY EXECUTED PURCHASE AGREEMENT AND FINAL ACCEPTANCE:** To be binding, this Purchase Agreement
445. and all addenda must be fully executed by both parties and a copy must be delivered.

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

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

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

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

458. **OTHER:**
459. **SELLER AND BUYER AGREE THAT THE BUYER WILL COMPLETE ALL REPAIR AND IMPROVEMENT WORK NECESSARY
460. TO OBTAIN A COMPLIANCE CERTIFICATE FROM THE CITY OF ST. PAUL THAT ALLOWS THE PROPERTY TO BE
461. SOLD.**

462. **SELLER AGREES TO SIGN MORTGAGE DOCS WITH THE BUYER AS MORTGAGEE FOR THE AMOUNT OF THE ESTIMATED
463. REPAIRS AND IMPROVEMENT WORK TO BE INVESTED BY THE BUYER PRIOR TO CLOSING.**

464. **BUYER WILL PAY ALL SELLER CLOSING COSTS EXCLUDING ANY TAXES, STATE DEED AND STAMP TAX,
465. CONSERVATION FEES AND COSTS NEEDED FOR SELLER TO CONVEY CLEAR TITLE.**

466.
467.
468.
469.

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

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

- 472. Addendum to Purchase Agreement
- 473. Addendum to Purchase Agreement: Assumption Financing
- 474. Addendum to Purchase Agreement: Buyer Move-In Agreement
- 475. Addendum to Purchase Agreement: Buyer Purchasing "As Is" and Limitation of Seller Liability
- 476. Addendum to Purchase Agreement: Condominium/Townhouse/Cooperative Common Interest Community ("CIC")
- 477. Addendum to Purchase Agreement: Contract for Deed Financing
- 478. Addendum to Purchase Agreement: Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards
- 479. Addendum to Purchase Agreement: Sale of Buyer's Property Contingency
- 480. Addendum to Purchase Agreement: Seller's Rent Back Agreement
- 481. Addendum to Purchase Agreement: Short Sale Contingency
- 482. Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Inspection Contingency
- 483.
- 484.

PURCHASE AGREEMENT

485. Page 12 Date December 16th 2020

486. Property located at 1915 Ivy Ave E Saint Paul MN 55119

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

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

491. If checked, this Purchase Agreement is subject to attached Addendum to Purchase Agreement: Counteroffer and the Final Acceptance Date shall be noted on the Addendum.

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

497. non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See lines 428-441.) This representation and warranty shall survive the closing of the transaction and the delivery of the deed.

502. Monica M. Anderson Co AR of 12/18/2020 X Todd Franzen Cash For Houses Inc 12/18/2020
(Seller's Signature) Estate of Agnes M. Hulke (Date) (Buyer's Signature) 12/18/2020 3:14:09 PM CST (Date)

503. X The Estate of Agnes M Hulke X Todd Franzen Cash For Houses Inc.
(Seller's Printed Name) (Buyer's Printed Name)

504. X _____ X _____
(Seller's Signature) (Date) (Buyer's Signature) (Date)

505. X _____ X _____
(Seller's Printed Name) (Buyer's Printed Name)

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

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

510. I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE DISCLOSURE
511. STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT,
512. WHICH IS AN OPTIONAL, VOLUNTARY AGREEMENT SEPARATE FROM THIS PURCHASE AGREEMENT.
513. SELLER(S) Monica M. Anderson Co AR of BUYER(S) Todd Franzen Cash For Houses Inc
the Estate of Agnes M. Hulke. 12/18/2020 3:14:11 PM CST
514. SELLER(S) _____ BUYER(S) _____

WIRE FRAUD ALERT



Internet fraud — the use of Internet services or software with Internet access to defraud victims — is on the rise in real estate transactions. **THESE SOPHISTICATED CRIMINALS COULD:**

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

Buyers/Tenants and Sellers/Owners are advised to:

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

If you suspect wire fraud in your transaction:

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

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

Monica M. Linderson COPR of the *12/18/2020*
 (Signature) (Date)
Estate of Agnes M. Gulke

Authentisign 12/18/2020
Todd Franzen Cash For Houses Inc
 (Signature) 12/18/2020 3:14:12 PM CST (Date)

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ADDENDUM TO PURCHASE AGREEMENT

This Addendum is a continuation of the Purchase Agreement dated December ____, 2020, (the "Agreement") by and between Monica Anderson and Michael Hulke as Personal Representatives of the Estate of Agnes M. Hulke, as Seller, and Cash for Houses Inc., a Minnesota corporation, as Buyer, for property located at 1915 Ivy Avenue East, St. Paul, Minnesota (the "Property").

1. Buyer and Seller acknowledge and agree that the Property is currently classified by the City of Saint Paul (the "City") as a Category III vacant property and that the Saint Paul City Code prohibits transfer of title without first obtaining the appropriate certificate of occupancy or compliance from the City.

2. The Closing of the purchase and sale transaction contemplated by the Agreement is contingent upon Buyer correcting all of the deficiencies identified in the City's Code Compliance Report dated July 30, 2020 (the "Project" and/or the "Report") and obtaining the appropriate certificate of occupancy or compliance, all at Buyer's sole cost and expense. Within ten (10) days from the date hereof, the Buyer shall provide Seller with a proposed budget for correcting all of the deficiencies set forth in the Report for the Project. Thereafter the Seller shall execute a note (the "Note") and mortgage in favor of Buyer for said amount or so much thereof as is actually expended by Buyer in the making of the improvements. The Note shall be non-recourse. The Note and mortgage shall be satisfied upon a successful closing of the transaction contemplated by the Agreement.

3. Seller and Buyer shall execute a Memorandum of Purchase Agreement in recordable form which Buyer shall have the right to record. The Memorandum shall indicate the existence of the Purchase Agreement, the names of the parties to the Agreement, and the legal description of the Property.

4. Buyer shall provide all documents and information required by the City for the Legislative Hearing scheduled for December 8, 2020, and all other documents and information required by the City in connection with the Project.

5. Seller shall cooperate with Buyer in obtaining any government approvals and permits necessary for the Project, at Buyer's sole cost and expense.

6. Buyer shall obtain a commitment for title insurance (the "Commitment") at Buyer's expense, deliver a copy thereof to Seller, and satisfy itself regarding the marketability of title to the Property within thirty (30) days after the date of this Agreement, and prior to commencement of the Project. If Buyer is not satisfied with the marketability of title, it may, at its sole discretion, cancel the Purchase Agreement and be refunded any Earnest Money. At Closing, Seller shall convey marketable title to Buyer, subject to the exceptions listed in the Commitment, the lien of real estate taxes not yet due and payable, and any liens, encumbrances, or defects created or permitted by Buyer.

7. Seller hereby grants to Buyer and Buyer's general contractor, subcontractors, material suppliers, agents, and invitees, a license to enter the Property commencing on the date

of this Agreement and continuing until the date of Closing or the termination of this Agreement. Notwithstanding the foregoing, Buyer shall not deliver any equipment, labor, or materials for the Project until the City of Saint Paul authorizes the commencement of the Project.

8. Buyer shall commence the Project within twenty (20) days after the Project is approved by the City, diligently proceed with the Project, and complete the Project within the time allowed by the City, subject to any extensions granted by the City. The Closing shall occur at the office of the title company or other location mutually agreed upon by Seller and Buyer, on the date twenty (20) days after the City issues an appropriate certificate of occupancy or compliance, but no later than July 31, 2021.

9. Buyer shall be responsible for all construction means, methods, techniques, sequences, procedures and coordination to complete the Project. Buyer represents and warrants that all work shall be completed in a workmanlike manner equal to or exceeding local industry standards and in conformance with the plans and specifications approved by the City and all applicable codes, laws, ordinances, and regulations, and that all materials, fixtures and personal property used for the Project will be of good quality. Buyer shall keep the Property, and surrounding area, free from accumulation of waste materials or rubbish caused by operations under this Agreement.

10. All costs and expenses of the Project, including but not limited to demolition, disposal, labor, materials, equipment, government applications, permits, licenses, inspections, insurance, escrows, deposits, bonds, financing, and Buyer's professional fees, shall be paid by Buyer, and shall constitute amounts due on the Note. The costs and expenses of the Project shall not be applied toward the Purchase Price.

11. Buyer shall provide a receipt and waiver of lien rights ("Lien Waiver") signed by the general contractor, subcontractors, material suppliers, equipment providers, or other vendors with whom Buyer has a direct contract or that Buyer has otherwise hired for the Project or who otherwise provide labor, materials, skill or machinery for improvement of the Property in connection with the Project (collectively "Vendors"). Buyer shall furnish Seller with a Sworn Construction Statement designating all Vendors for whom payment is required, and copies of all Lien Waivers promptly upon receipt.

12. Buyer will not cause or permit any mechanics' liens to be recorded against the Property. Buyer agrees to defend, indemnify, and hold Seller harmless from any loss, damage, or expense incurred by Seller with respect to any party asserting a mechanics' lien claim, it being understood and agreed that this undertaking shall survive cancellation of this Agreement or the delivery of a deed pursuant to the terms hereof.

13. Buyer shall not bring, store, generate, or treat hazardous wastes or substances or petroleum products upon the Property, nor allow others to do so, except for small quantities which are stored and used in compliance with applicable law. Buyer hereby agrees to indemnify, defend and hold Seller harmless from any and all claims, demands, actions, causes of action, liabilities or rights which may be asserted against Seller with respect to such substances or

products, it being understood and agreed that this obligation will survive the cancellation of this Agreement or the delivery of a deed pursuant to the terms hereof.

14. Tests, inspections and approvals of portions of the Project required by the City or by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, Buyer shall make arrangements for such tests, inspections and approvals with the appropriate public authority.

15. Prior to the commencement of the Project, Buyer shall provide builder's risk insurance, general liability insurance (naming Seller as an additional insured), automobile liability insurance, and workers compensation insurance with an insurance company, terms and provisions, and coverage amounts reasonably acceptable to Seller and providing that such policies may not be cancelled without 30 days' prior written notice to Seller. Buyer shall provide certificates of insurance to Seller prior to commencement of the Project, and copies of such insurance policies if requested by Seller.

16. At Closing, real estate taxes shall be prorated based on the date of this Agreement. Seller shall be responsible for prorated real estate taxes due and payable for the period prior to the date of this Agreement, and Buyer shall be responsible for real estate taxes due and payable for the period commencing on the date of this Agreement and thereafter.

17. Seller shall be responsible for payment of all special assessments levied prior to the date of this Agreement. Buyer shall be responsible for payment of all special assessments levied on or after the date of this Agreement.

18. In the event that Buyer defaults on any of its obligations under this Agreement and fails to cure such default within the time allowed, or in the event that any contingency is not satisfied, Seller may cancel this Agreement pursuant to Minnesota Statutes section 559.217 and retain all Earnest Money and all improvements made to the Property by Buyer.

19. Seller and Buyer are not partners or joint venturers, and Seller shall have no liability or responsibility for any obligation, act, or omission of Buyer or Buyer's general contractor, subcontractors, material suppliers, agents, or invitees. Buyer shall indemnify, defend, and hold Seller harmless from any and all claims related to or arising from the Project by any person, except for claims based on the: (a) intentional misconduct of Seller; (b) gross negligence of Seller; (c) negligence of Seller; (d) fraud of Seller; or (e) Seller's breach of this Agreement or the Purchase Agreement.

20. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one instrument.

21. No amendment, modification, waiver, or termination of any provision of this Agreement shall be effective unless the same shall be in writing and signed on behalf of Seller and Buyer.

22. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Addendum, this Addendum shall control.


Seller:

Monica M. Anderson 12/18/2020
Monica Anderson as Personal Representative
of the Estate of Agnes M. Hulke

Michael Hulke as Personal Representative
of the Estate of Agnes M. Hulke

Buyer:

Cash for Houses Inc,
a Minnesota corporation

 Todd Franzen Cash For Houses Inc
12/18/2020 3:14:13 PM GST
By: Todd Franzen, President of
Its: Cash For Houses Inc.

32. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Addendum, this Addendum shall control.

Buyer:

Seller:

Case for House Inc.
a Missouri corporation

Michael J. Hulse as Personal Representative
of the Estate of Agnes M. Hulse

John J. Hulse, Secretary

Michael J. Hulse as Personal Representative
of the Estate of Agnes M. Hulse

John J. Hulse, Secretary
Case for House Inc.