

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,

11. State of Minnesota, Zip Code 55119, legally described as Lot 18 Block 15 of HAYDEN HEIG

12. HTS

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

14. SELLER MAY CHOOSE TO LEAVE BEHIND AND TRASH, PERSONAL PROPERTY OR DEBRIS THEY DO NOT WISH TO MOVE.

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

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

17. _____

PURCHASE PRICE:

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

19. Forty-Three Thousand Dollars,

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

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

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

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

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

CLOSING DATE:

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

26. _____

27. _____

28. _____

29. _____

30. _____

31. _____

32. _____

33. _____

34. _____

35. _____

36. _____

37. _____

38. _____

39. _____

40. _____

41. _____

42. _____

43. _____

44. _____

45. _____

46. _____

47. _____

48. _____

49. _____



PURCHASE AGREEMENT49. Page 2 Date December 16th 202050. 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 be73. **REFUNDED TO BUYER** **FORFEITED TO SELLER.**
74. -----*(Check one.)*-----75. **NOTE:** If this Purchase Agreement is subject to DVA or FHA financing, **FORFEITED TO SELLER** may be prohibited.
76. See the following DVA and FHA Escape Clauses.77. Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on
78. or before _____.79. For purposes of this Contingency, "**Written Statement**" means a Written Statement prepared by Buyer's mortgage
80. originator(s) or lender(s) after the Final Acceptance Date that Buyer is approved for the loan(s) specified in this
81. Purchase Agreement, including both the first mortgage and any subordinate financing, if any, and stating that an
82. appraisal, satisfactory to the lender(s), has been completed and stating conditions required by lender(s) to close
83. the loan.84. Upon delivery of the Written Statement to Seller, or licensee representing or assisting Seller, the obligation for
85. satisfying all conditions required by mortgage originator(s) or lender(s), except those conditions specified below,
86. are deemed accepted by Buyer:

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

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

89. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement.
90.

PURCHASE AGREEMENT

91. Page 3 Date December 16th 2020

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 ANY REASON relating to financing, including, but not limited to interest rate and discount points, if any, then Seller may, at Seller's option, declare this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. If Seller 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 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 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 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 Purchase Agreement canceled by written notice to Buyer at any time prior to Seller receiving the Written Statement, in which case this Purchase Agreement is canceled. In the event Seller 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.

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

114. LOCKING OF MORTGAGE INTEREST RATE ("RATE"): The Rate shall be locked with the lender(s) by Buyer: (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 repairs as required by the lender commitment. If the lender commitment is subject to any work orders for which the 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 shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer, unless Buyer provides for payment of the cost of said repairs or escrow 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 of this contract, the purchaser shall not be obligated to complete the purchase of the Property described here or to incur any penalty by forfeiture of earnest money deposits or otherwise, unless the purchaser has been given in accordance with the Department of Housing and Urban Development ("HUD")/FHA or DVA requirements a written statement by the 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 to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage HUD will insure; HUD does not warrant the value nor the condition of the Property. The purchaser should satisfy himself/herself that the price and condition of the Property are acceptable."



PURCHASE AGREEMENT138. Page 4 Date December 16th 2020

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

158. _____
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:

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

PURCHASE AGREEMENT

182. Page 5 Date December 16th 2020

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.



PURCHASE AGREEMENT

225. Page 6 Date December 16th 2020

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

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

229. 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

232. payable in the year of closing.

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

234. of the Date of this Purchase Agreement.

235. [] BUYER SHALL ASSUME [X] SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as

236. of the Date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's

237. provision for payment shall be by payment into escrow of two (2) times the estimated amount of the assessments

238. 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

240. 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

242. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed

243. against the Property. Any such notice received by Seller after the Date of this Purchase Agreement and before closing

244. shall be provided to Buyer immediately. If such notice is issued after the Date of this Purchase Agreement and on

245. or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide

246. for the payment of, or assume the special assessments. In the absence of such agreement, either party may declare

247. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other

248. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,

249. Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and

250. directing all earnest money paid here to be refunded to Buyer.

251. 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

256. sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to

257. 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. _____

PURCHASE AGREEMENT269. Page 7 Date December 16th 2020270. Property located at 1915 Ivy Ave E Saint Paul MN 55119271. **POSSESSION:** Seller shall deliver possession of the Property: *(Check one.)*272. **IMMEDIATELY AFTER CLOSING;** or273. **OTHER:** _____274. ~~Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property~~
275. ~~by possession date.~~276. **LINKED DEVICES:** Seller warrants that Seller shall permanently disconnect or discontinue Seller's access or service
277. to any device or system on or serving the property that is connected or controlled wirelessly, via internet protocol ("IP")
278. to a router or gateway or directly to the cloud no later than delivery of possession as specified in this Purchase
279. Agreement. this purchase agreement280. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity, and
281. natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of
282. 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, if
285. in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or
286. owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or
287. assisting Seller, upon cancellation of this Purchase Agreement; and288. (b) Buyer shall obtain the title services determined necessary or desirable by Buyer or Buyer's lender, including
289. but not limited to title searches, title examinations, abstracting, a title insurance commitment, or an attorney's
290. 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
292. and fees necessary to convey marketable title including obtaining and recording all required documents, subject to
293. the following:294. In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional thirty
295. (30) days to make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In
296. addition to the thirty (30)-day extension, Buyer and Seller may, by mutual agreement, further extend the closing
297. date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to
298. the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is
299. canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a
300. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to
301. be refunded to Buyer.302. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land
303. owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller
304. warrants that the legal description of the real property to be conveyed has been or shall be approved for recording
305. as of the date of closing. ~~Seller warrants that the buildings are or shall be constructed entirely within the boundary~~
306. ~~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,
308. machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing in connection with
309. 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
311. proceedings, or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller
312. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any
313. 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
315. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of
316. 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
318. inspections agreed to here.

MN:PA-7 (8/20)

PURCHASE AGREEMENT319. Page 8 Date December 16th 2020

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. _____ is Seller's Agent Buyer's Agent Dual Agent Facilitator.
(Licensee) (Check one.)

396. Jeffrey Oman
(Real Estate Company Name)

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

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

399. Jeffrey Oman
(Real Estate Company Name)

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 AGREEMENT442. Page 11 Date December 16th 2020443. 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.**

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

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

464.

465.

466.

467.

468.

469.

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

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

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
 477. ("CIC")

478. Addendum to Purchase Agreement: Contract for Deed Financing

479. Addendum to Purchase Agreement: Disclosure of Information on Lead-Based Paint and Lead-Based Paint
 480. Hazards

481. Addendum to Purchase Agreement: Sale of Buyer's Property Contingency

482. Addendum to Purchase Agreement: Seller's Rent Back Agreement

483. Addendum to Purchase Agreement: Short Sale Contingency

484. Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Inspection Contingency

MN:PA-11 (8/20)

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
488. terms and conditions set forth above.
489. **I have reviewed all pages of this Purchase**
490. **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.

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

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

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

502. Monica M Anderson Co PR of 12/18/2020 X
(Seller's Signature) Estate of Agnes M. Hulke (Date)

X Todd Franzen Cash For Houses Inc 12/18/2020
(Buyer's Signature) 12/18/2020 3:14:09 PM CST (Date)

503. X MONICA M ANDERSON
The Estate of Agnes M Hulke
(Seller's Printed Name)

X Todd Franzen Cash For Houses Inc.
(Buyer's Printed Name)

504. X Michael R Hulke 01/04/2021
(Seller's Signature) (Date)

X _____
(Buyer's Signature) (Date)

505. X MICHAEL R HULKE
(Seller's Printed Name)

X _____
(Buyer's Printed Name)

01/04/2021

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 PR of
the Estate of Agnes M Hulke.

BUYER(S) Todd Franzen Cash For Houses Inc
12/18/2020 3:14:11 PM CST

514. SELLER(S) Michael R Hulke

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. Lenderson COPR of the 12/18/2020
 (Signature) (Date)
 Estate of Agnes M. Hulke

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

Michael R Hulke 01/04/2021

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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 R Hulke 01/04/2021

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

Buyer:

Cash for Houses Inc,
a Minnesota corporation

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

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

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1. Page 1

2. **ARBITRATION DISCLOSURE**

3. You have the right to choose whether to have any disputes about disclosure of material facts affecting the use or
4. 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 for claims over \$15,000.**

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

8. (1) disputes with demands which fall within the jurisdictional limits of the conciliation court shall be resolved in the
9. applicable conciliation court; and

10. (2) all other disputes shall be subject to binding arbitration under the Residential Real Property Arbitration
11. System ("Arbitration System") administered by National Center for Dispute Settlement ("NCDS") and endorsed
12. by the Minnesota Association of REALTORS® ("MNAR"). The ARBITRATION AGREEMENT is enforceable only
13. if it is signed by all buyers, sellers and licensees representing or assisting the buyers and the sellers. The
14. ARBITRATION AGREEMENT is not part of the *Purchase Agreement*. **Your *Purchase Agreement* will still**
15. **be valid whether or not you sign the ARBITRATION AGREEMENT.**

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

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

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

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

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

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

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

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

50. Page 2

51. **THIS IS AN OPTIONAL, VOLUNTARY AGREEMENT.**
52. **READ THE ARBITRATION DISCLOSURE ON PAGE ONE (1) IN FULL BEFORE SIGNING.**
53. **RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT**

54. For the property located at 1915 Ivy Ave E

55. City of Saint Paul, County of Ramsey

56. State of Minnesota, Zip Code 55119

57. Any dispute between the undersigned parties, or any of them, about or relating to material facts affecting the use or
58. enjoyment of the property, excluding disputes related to title issues of the property covered by the *Purchase Agreement*
59. dated December 2 2020, including claims of fraud, misrepresentation, warranty and negligence, shall
60. be settled as specified in the Arbitration Disclosure above. National Center for Dispute Settlement shall be the arbitration
61. service provider. The rules adopted by National Center for Dispute Settlement and the Minnesota Association of
62. REALTORS® shall govern the proceeding(s). The rules that shall govern the proceeding(s) are those rules in effect
63. at the time the Demand for Arbitration is filed and include the rules specified in the Arbitration Disclosure on page one
64. (1). This Agreement shall survive the delivery of the deed or contract for deed in the *Purchase Agreement*. This Agreement
65. is only enforceable if all buyers, sellers and licensees representing or assisting the buyers and sellers have agreed to
66. arbitrate as acknowledged by signatures below. For purposes of this Agreement, the signature of one licensee of a
67. broker shall bind the broker and all licensees of that broker.

68. DECLINED
(Seller's Signature) (Date)

Declined 1/4/2021
(Buyer's Signature) (Date)

69. The Estate of Agnes M Hulke
(Seller's Printed Name)

Todd Franzen Cash For Houses Inc.
(Buyer's Printed Name)

70. DECLINED
(Seller's Signature) (Date)

(Buyer's Signature) (Date)

71.
(Seller's Printed Name)

(Buyer's Printed Name)

72. Declined 1/4/2021
(Licensee Representing or Assisting Seller) (Date)

Declined 1/4/2021
(Licensee Representing or Assisting Buyer) (Date)

73. Source One Realty, LLC
(Company Name)

Source One Realty, LLC
(Company Name)

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

AGENCY RELATIONSHIPS IN REAL ESTATE TRANSACTIONS

1. Page 1

2. **MINNESOTA LAW REQUIRES** that early in any relationship, real estate brokers or salespersons discuss with
3. consumers what type of agency representation or relationship they desire.⁽¹⁾ The available options are listed below. This
4. is not a contract. **This is an agency disclosure form only. If you desire representation you must enter into a**
5. **written contract, according to state law** (a listing contract or a buyer/tenant representation contract). Until such time
6. as you choose to enter into a written contract for representation, you will be treated as a customer and will not receive
7. any representation from the broker or salesperson. The broker or salesperson will be acting as a Facilitator (see
8. paragraph IV on page two (2)), unless the broker or salesperson is representing another party, as described below.

9. **ACKNOWLEDGMENT: I/We acknowledge that I/we have been presented with the below-described options.**
10. **I/We understand that until I/we have signed a representation contract, I/we am/are not represented by the**
11. **broker/salesperson. I/We understand that written consent is required for a dual agency relationship.**

12. **THIS IS A DISCLOSURE ONLY, NOT A CONTRACT FOR REPRESENTATION.**

13. Monica M. Anderson 12/31/2020 Michael R Hulke 01/04/2021
(Signature) (Date) (Signature) (Date)

14. I. **Seller's/Landlord's Broker:** A broker who lists a property, or a salesperson who is licensed to the listing broker,
15. represents the Seller/Landlord and acts on behalf of the Seller/Landlord. A Seller's/Landlord's broker owes to
16. the Seller/Landlord the fiduciary duties described on page two (2).⁽²⁾ The broker must also disclose to the Buyer
17. material facts as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and
18. significantly affect the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to
19. rental/lease transactions.) If a broker or salesperson working with a Buyer/Tenant as a customer is representing the
20. Seller/Landlord, he or she must act in the Seller's/Landlord's best interest and must tell the Seller/Landlord any
21. information disclosed to him or her, except confidential information acquired in a facilitator relationship (see paragraph
22. IV on page two (2)). In that case, the Buyer/Tenant will not be represented and will not receive advice and counsel
23. from the broker or salesperson.

24. II. **Buyer's/Tenant's Broker:** A Buyer/Tenant may enter into an agreement for the broker or salesperson to represent
25. and act on behalf of the Buyer/Tenant. The broker may represent the Buyer/Tenant only, and not the Seller/Landlord,
26. even if he or she is being paid in whole or in part by the Seller/Landlord. A Buyer's/Tenant's broker owes to the
27. Buyer/Tenant the fiduciary duties described on page two (2).⁽²⁾ The broker must disclose to the Buyer material facts
28. as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and significantly affect
29. the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.)
30. If a broker or salesperson working with a Seller/Landlord as a customer is representing the Buyer/Tenant, he or
31. she must act in the Buyer's/Tenant's best interest and must tell the Buyer/Tenant any information disclosed to him
32. or her, except confidential information acquired in a facilitator relationship (see paragraph IV on page two (2)). In
33. that case, the Seller/Landlord will not be represented and will not receive advice and counsel from the broker or
34. salesperson.

35. III. **Dual Agency - Broker Representing both Seller/Landlord and Buyer/Tenant:** Dual agency occurs when one
36. broker or salesperson represents both parties to a transaction, or when two salespersons licensed to the same
37. broker each represent a party to the transaction. Dual agency requires the informed consent of all parties, and
38. means that the broker and salesperson owe the same duties to the Seller/Landlord and the Buyer/Tenant. This
39. role limits the level of representation the broker and salesperson can provide, and prohibits them from acting
40. exclusively for either party. In a dual agency, confidential information about price, terms and motivation for pursuing
41. a transaction will be kept confidential unless one party instructs the broker or salesperson in writing to disclose
42. specific information about him or her. Other information will be shared. Dual agents may not advocate for one party
43. to the detriment of the other.⁽³⁾

44. Within the limitations described above, dual agents owe to both Seller/Landlord and Buyer/Tenant the fiduciary
45. duties described below.⁽²⁾ Dual agents must disclose to Buyers material facts as defined in MN Statute 82.68, Subd.
46. 3, of which the broker is aware that could adversely and significantly affect the Buyer's use or enjoyment of the
47. property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.)

AGENCY RELATIONSHIPS IN REAL ESTATE TRANSACTIONS

48. Page 2

49. IV. **Facilitator:** A broker or salesperson who performs services for a Buyer/Tenant, a Seller/Landlord or both but
 50. does not represent either in a fiduciary capacity as a Buyer's/Tenant's Broker, Seller's/Landlord's Broker or Dual
 51. Agent. **THE FACILITATOR BROKER OR SALESPERSON DOES NOT OWE ANY PARTY ANY OF THE FIDUCIARY**
 52. **DUTIES LISTED BELOW, EXCEPT CONFIDENTIALITY, UNLESS THOSE DUTIES ARE INCLUDED IN A**
 53. **WRITTEN FACILITATOR SERVICES AGREEMENT.** The facilitator broker or salesperson owes the duty of
 54. confidentiality to the party but owes no other duty to the party except those duties required by law or contained in
 55. a written facilitator services agreement, if any. In the event a facilitator broker or salesperson working with a Buyer/
 56. Tenant shows a property listed by the facilitator broker or salesperson, then the facilitator broker or salesperson
 57. must act as a Seller's/Landlord's Broker (see paragraph I on page one (1)). In the event a facilitator broker or
 58. salesperson, working with a Seller/Landlord, accepts a showing of the property by a Buyer/Tenant being represented
 59. by the facilitator broker or salesperson, then the facilitator broker or salesperson must act as a Buyer's/Tenant's
 60. Broker (see paragraph II on page one (1)).

61. (1) This disclosure is required by law in any transaction involving property occupied or intended to be occupied by
 62. one to four families as their residence.

63. (2) The fiduciary duties mentioned above are listed below and have the following meanings:

64. Loyalty - broker/salesperson will act only in client(s)' best interest.

65. Obedience - broker/salesperson will carry out all client(s)' lawful instructions.

66. Disclosure - broker/salesperson will disclose to client(s) all material facts of which broker/salesperson has knowledge
 67. which might reasonably affect the client(s)' use and enjoyment of the property.

68. Confidentiality - broker/salesperson will keep client(s)' confidences unless required by law to disclose specific
 69. information (such as disclosure of material facts to Buyers).

70. Reasonable Care - broker/salesperson will use reasonable care in performing duties as an agent.

71. Accounting - broker/salesperson will account to client(s) for all client(s)' money and property received as agent.

72. (3) If Seller(s)/Landlord(s) elect(s) not to agree to a dual agency relationship, Seller(s)/Landlord(s) may give up the
 73. opportunity to sell/lease the property to Buyer(s)/Tenant(s) represented by the broker/salesperson. If Buyer(s)/
 74. Tenant(s) elect(s) not to agree to a dual agency relationship, Buyer(s)/Tenant(s) may give up the opportunity to
 75. purchase/lease properties listed by the broker.

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

MN:AGCYDISC-2 (8/19)

**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. © 2019 Minnesota Association of REALTORS®, Edina, MN

- 1. Date December 2nd, 2020
- 2. Page 1 of 5 pages: RECORDS AND
- 3. REPORTS, IF ANY, ARE ATTACHED AND MADE A
- 4. PART OF THIS DISCLOSURE

5. Property located at 1915 Ivy Ave E,
 6. City of Saint Paul, County of Ramsey,
 7. State of Minnesota, Zip Code 55119 ("Property").

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

14. **(Select one option only.)**

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

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

24. The inspection report was prepared by _____
 25. _____, and dated _____.

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.
 42. Seller is 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**

47. Page 2

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

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 **DOES** **DOES NOT** know of a subsurface sewage treatment system on or serving the above-described
 57. real Property. *(If answer is DOES, and the system does not require a state permit, see Disclosure Statement:*
 58. *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 103I.235.)
 64. *(Check appropriate box(es).)*

65. Seller does not know of any wells on the above-described real Property.

66. There are one or more wells located on the above-described real Property. *(See Disclosure Statement: Well.)*

67. This Property is in a Special Well Construction Area.

68. There are wells serving the above-described Property that are not located on the Property.

69. Comments: _____

70. _____

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

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

76. Additional comments: _____

77. _____

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

81. Seller represents that Seller **IS** **IS NOT** a foreign person (i.e., a non-resident alien individual, foreign corporation,
 82. 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 here.

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

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

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

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

94. Page 3

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

96. **E. METHAMPHETAMINE PRODUCTION DISCLOSURE:**

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

98. Seller is not aware of any methamphetamine production that has occurred on the Property.

99. Seller is aware that methamphetamine production has occurred on the Property.

100. (See Disclosure Statement: Methamphetamine Production.)

101. **F. RADON DISCLOSURE:**

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

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

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

112. **RADON IN REAL ESTATE:** By signing this Statement, Buyer hereby acknowledges receipt of the Minnesota
113. Department of Health's publication entitled *Radon in Real Estate Transactions*, which is attached hereto and
114. can be found at www.health.state.mn.us/communities/environment/air/radon/radonre.html.

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

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

122. (a) Radon test(s) HAVE HAVE NOT occurred on the Property.
------(Check one.)-----

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

125. _____

126. _____

127. _____

128. (c) There IS IS NOT a radon mitigation system currently installed on the Property.
------(Check one.)-----

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

131. _____

132. _____

133. _____

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

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

138. Page 4

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

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

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

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

147. Examples of exterior moisture sources may be

- 148. • improper flashing around windows and doors,
- 149. • improper grading,
- 150. • flooding,
- 151. • roof leaks.

152. Examples of interior moisture sources may be

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

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

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

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

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

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

178. Page 5

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

180. **K. SELLER'S STATEMENT:**

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

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

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

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

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

200. *Monica M. Anderson* ^{CO-} *Pr of Estate of* 12/31/2020 Michael R Hulke 01/04/2021
(Seller) *Agnes M Hulke* (Date) (Seller) (Date)

201. **L. BUYER'S ACKNOWLEDGEMENT:**

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

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

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

209. *Todd Franzen Cash For Houses Inc.* 01/04/2021
(Buyer) 1/4/2021 4:40:25 PM CST (Date) (Buyer) (Date)

210. **LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HERE AND ARE**
211. **NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.**



Radon in Real Estate Transactions

All Minnesota homes can have dangerous levels of radon gas. Radon is a colorless, odorless and tasteless **radioactive gas** that can seep into homes from the soil. When inhaled, its radioactive particles can damage 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.

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 exceed the 4.0 pCi/L (picocuries per liter) action level. Whether a home is old or new, **any home can have high levels of radon**.

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. **Before signing a purchase agreement to sell or transfer residential real property**, the seller shall provide this publication and shall disclose in writing to the buyer:

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 levels, mitigation, or remediation
4. information on the radon mitigation system, if a system was installed
5. a radon warning statement

Radon Facts

How dangerous is radon? Radon is the number one cause of lung cancer in non-smokers, and the second leading cause overall. Your risk for lung cancer increases with higher levels of radon, prolonged exposure, and whether or not you are a current smoker or former smoker.

Where is your greatest exposure to radon? For most Minnesotans, your greatest exposure is at home where radon can concentrate indoors.

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's radon level should be reduced. Also, consider mitigating if radon levels are between 2.0 pCi/L and 3.9 pCi/L. Any amount of radon, even below the recommended action level, carries some risk.

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".

Radon Testing

Any test lasting less than three months requires **closed-house conditions**. This means keep 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 should the test 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. This is typically in the basement, whether finished or unfinished.

Place the test kit:

- twenty inches 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 or areas of high heat or humidity

How are radon tests conducted in real estate transactions?

There are special protocols for radon testing in real estate transactions. Here are the two most common.

Continuous Radon Monitor

This test is completed by a licensed radon measurement professional with a calibrated CRM for a minimum of 48 hours. The data is analyzed to ensure a valid test. A report is generated by the measurement professional.

Simultaneous Short-Term Testing

Two short-term test kits are used at the same time, placed 4 inches apart, for a minimum of 48 hours. Test kits are sent to the lab for analysis. The lab generates a report. The two test results are averaged to get the radon level.

All radon tests should be conducted by a licensed professional. This ensures the test was conducted properly, in the correct location, and under appropriate building conditions. A list of these licensed radon measurement professionals can be found at MDH's Radon web site.

Radon Mitigation

When elevated levels of radon are found, they can be easily reduced by a nationally certified and MDH-listed radon mitigation professional.

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 action level. This is done by drawing soil gas from under the house and venting it above the roof. A quality mitigation system is often able to reduce the annual average radon level to below 2.0 pCi/L. The cost of a radon mitigation system averages \$1,200 to \$2,500.

After a radon mitigation system is installed perform an independent short-term test to ensure the reduction system is effective. Operate the radon system during the entire test. This short-term test will confirm low levels in the home. Be sure to retest the house every two years to confirm continued radon reduction.

Radon Information on the Web:
www.health.state.mn.us/radon

MDH Indoor Air Unit
 PO Box 64975
 St Paul, MN 55164-0975
 651-201-4601
 800-798-9050
health_indoorair@state.mn.us

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

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1. Date December 2nd, 2020

2. Page 1

3. Addendum to Purchase Agreement between parties, dated December 2 2020

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

5. 1915 Ivy Ave E Saint Paul MN 55119

6. Lead Warning Statement

7. Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified
8. that such property may present exposure to lead from lead-based paint that may place young children at risk of
9. developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including
10. learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also
11. poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide
12. the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's
13. possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible
14. lead-based paint hazards is recommended prior to purchase.

15. Seller's Disclosure (Check one.)

16. Seller has no knowledge of, or records or reports relating to, lead-based paint and/or lead-based paint hazards
17. in the housing.

18. Seller has knowledge of lead-based paint and/or lead-based paint hazards in the housing and has provided Buyer
19. with all available details, records, and reports, if any, pertaining to lead-based paint and/or lead-based paint
20. hazards in the housing. (Please explain and list documents below.):

21. _____
22. _____
23. _____

24. Buyer's Acknowledgment

25. Buyer has received copies of all information listed above, if any.

26. Buyer has received the pamphlet, *Protect Your Family from Lead in Your Home*.

27. Buyer has: (Check one.)

28. Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or
29. lead-based paint hazards; or

30. Received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment or inspection for
31. the presence of lead-based paint and/or lead-based paint hazards.

32. If checked, this contract is contingent upon a risk assessment or an inspection of the property for the presence of lead-
33. based paint and/or lead-based paint hazards to be conducted at Buyer's expense. The assessment or inspection

34. shall be completed within **TEN (10)** _____ Calendar Days after Final Acceptance of the Purchase
----- (Check one.) -----

35. Agreement.

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

36. Page 2

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

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

44. (A) some or all of the required corrections will be made; or

45. (B) Buyer waives the deficiencies; or

46. (C) an adjustment to the purchase price will be made;

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

52. Real Estate Licensee's Acknowledgment

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

55. Certification of Accuracy

56. The following parties have reviewed the information above and certify, to the best of their knowledge, that the
57. information provided by the signatory is true and accurate.

58. Monica M. Anderson 12/31/2020 Authentisign Todd Franzen Cash For Houses Inc. 01/04/2021
(Seller) *Co PR of Estate of Agnes M Hulke* (Date) (Buyer) 1/4/2021 4:40:26 PM CST (Date)

X 59. Michael R Hulke 01/04/2021 _____
(Seller) (Date) (Buyer) (Date)

60. Jeffrey Oman 01/04/2021 Authentisign Jeffrey Oman 01/04/2021
(Real Estate Licensee) (Date) (Real Estate Licensee) (Date)

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

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- 1. Date December 2nd, 2020
- 2. Page 1

3. **IN THE EVENT SELLER HAS COMPLETED, AND BUYER HAS RECEIVED, A**
 4. **SELLER'S PROPERTY DISCLOSURE STATEMENT, DO NOT USE THIS**
 5. **ADDENDUM WITHOUT FIRST SEEKING LEGAL ADVICE.**

6. Addendum to Purchase Agreement between parties, dated December 2 2020
 7. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at
 8. 1915 Ivy Ave E Saint Paul MN 55119

9. Limitation of Seller Liability: The Property is being sold in its existing condition. Buyer acknowledges that the Property, including all improvements, is being sold on an "As-is" and "Where-is" basis, with all existing faults. Prior to closing, Buyer will make such inspections of the Property as are consistent with the terms of this Purchase Agreement in order to satisfy Buyer as to the condition of the Property. The Seller warranties contained in the Purchase Agreement shall remain unmodified by this Addendum.

14. The "Risk of Loss" provisions of the Purchase Agreement shall remain unmodified by this Addendum.
 15. Seller and Buyer shall execute a *Disclosure Statement: Seller's Disclosure Alternatives* with the "Waiver" section completed. Seller remains obligated to make "Other Required Disclosures" in the *Disclosure Statement: Seller's Disclosure Alternatives*. Except for "Other Required Disclosures," Buyer acknowledges that Seller has not made any oral or written representations regarding the condition of the Property subject to this Purchase Agreement. By accepting delivery of the deed at closing, Buyer will be deemed to have accepted the condition of the Property subject to this Purchase Agreement as satisfactory to Buyer, and Seller shall have no liability with respect to the condition of such Property. Buyer waives any claims related in any way to the condition of the Property.

22. **WARNING: THIS ADDENDUM WILL AFFECT THE LEGAL RIGHTS OF BUYER**
 23. **AND SELLER. BUYER AND SELLER ARE STRONGLY ENCOURAGED TO OBTAIN**
 24. **LEGAL ADVICE BEFORE AGREEING TO THIS ADDENDUM.**

25. *Maura M. Anderson* 12/31/2020
 (Seller) Co PR of Estate of Agnes M. Hulke (Date)
 X 26. Michael R Hulke 01/04/2021
 (Seller) (Date)

Authentisign
Todd Franzen Cash For Houses Inc. 01/04/2021
 (Buyer) 1/4/2021 4:40:28 PM CST (Date)

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

FACILITATOR SERVICES AGREEMENT: SELLER

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1. Date December 2nd, 2020

2. Page 1 of 6 pages

3. **DEFINITIONS:** This Agreement involves the property located at 1915 Ivy Ave E,
 4. City of Saint Paul,
 5. County of Ramsey, State of Minnesota, Zip Code 55119,
 6. legally described as Lot 18 Block 15 of HAYDEN HEIGHTS ("Property").

7. Seller is The Estate of Agnes M Hulke ("Seller").
(e.g., individual(s), estate, trust, corporation, etc.)

8. Broker is Source One Realty, LLC ("Broker").
(Real Estate Company Name)

9. This Agreement starts on December 2nd, 2020, and ends at 11:59 P.M. on
 10. June 30th, 2021.

11. This Agreement terminates upon successful closing of the Property(ies) specified in this Agreement or expiration or cancellation of this Agreement, whichever occurs first.

12. This Agreement may only be canceled by written mutual agreement of the parties.

13. **PRICE:** Seller offers the Property for sale for the price of \$ 43,000.00, upon the following
 14. terms: cash, hard money, line of credit, commercial bank loan.

15. **LISTING:** Seller gives Broker the **EXCLUSIVE** **NONEXCLUSIVE** right to provide the services specified below.
------(Check one.)-----

16. **BROKER'S OBLIGATION:** Seller understands that Broker is not representing Seller as Seller's agent and owes Seller
 17. no fiduciary duties other than as specified in this Agreement. Seller understands that confidential information about
 18. price, terms, and motivation for pursuing the transaction given to Broker shall be kept confidential unless Seller instructs
 19. Broker in writing to disclose specific information. Broker shall deal honestly with all parties. Broker shall use reasonable
 20. efforts and professional knowledge and skills to assist Seller in selling the Property. Broker shall comply with Minnesota law
 21. regarding escrow of funds related to the sale or purchase of property. Broker must disclose to potential purchasers all material
 22. facts as defined in MN Statute 82.68, Subd. 3, pertaining to the property, of which Broker is aware, which could
 23. adversely and significantly affect an ordinary purchaser's use or enjoyment of the Property, or any intended use of
 24. the Property.

25. Broker shall, unless prohibited by governing authority, (Check all that apply.)

- 26. list the Property in the Multiple Listing Service ("MLS").
- 27. assist in showing the Property to prospective buyers.
- 28. place a lock box with keys on the Property.
- 29. display a "For Sale" sign on the Property.
- 30. assist in the preparation of the *Purchase Agreement*.
- 31. provide Seller with information about other service providers related to the real estate transaction (e.g., real estate closers).
- 32. assist the parties in completing the transaction.
- 33. provide the following additional services: _____

35. _____

36. Seller shall grant Broker access to the Property and Seller authorizes Broker to market the Property, including submission
 37. of data to an MLS. Seller understands this Agreement DOES NOT give Broker the authority to rent or manage the Property.
 38. Broker may place information on the Internet concerning the Property, including sold information (except as limited to in
 39. the following MLS Data Feed Options section). Upon final acceptance of a purchase agreement, Seller allows Broker to
 40. withdraw the Property from the market. If Broker sells the Property, Broker may notify the MLS and member REALTORS®
 41. of the price and terms of the sale. Seller acknowledges that neither Broker, the MLS, the Minnesota Association of
 42. REALTORS®, nor any other broker is insuring Seller or occupant against theft, loss, or vandalism.

**FACILITATOR SERVICES AGREEMENT:
SELLER**

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

45. **MLS DATA FEED OPTIONS:**

46. **EXPLANATIONS AND DEFINITIONS:**

47. **"IDX site"** means a web site operated by a broker participating in the MLS on which the broker can advertise the listings of other brokers in MLS, subject to certain MLS rules. The consumer visiting an IDX site is not required to register on the site or to have a brokerage relationship with the broker displaying listings on the site.

50. **"Virtual office web site" ("VOW")** means a web site operated by a broker participating in the MLS that delivers brokerage services to consumers over the world wide web. Visitors to a VOW are required to register on the site (with their name and a real e-mail address) and enter a brokerage relationship with the broker operating the VOW. The broker operating the VOW can then show the visiting customer/client nearly all of the information available to the broker in MLS. The seller(s) of a listing has the right to opt out of certain kinds of data display under the MLS's VOW policy. The MLS imposes various other rules and restrictions on VOWs.

56. For each of the following options, the MLS system automatically defaults to "Yes." Seller's instructions pertaining to the Internet display of the MLS input data for the Property are as follows:

58. **Option 1. Listing display on the Internet.** If Seller selects "No," this listing will not be included in MLS data feeds to Internet web sites that display property listing data, whether intended for advertising the Property or providing online brokerage services (e.g., VOWs). Brokers participating in MLS can still disclose the listing to customers/clients via other means, including e-mail, fax, mail, hand delivery, and orally.

62. Shall the Property listing be displayed on the Internet, including sold information? Yes No

63. Seller understands and acknowledges that if Seller has selected "No" for Option 1, consumers who conduct searches for listings on the Internet will not see information about the Property in response to their searches.

66. **If "No" was selected at Option 1, skip Options 2-4. If "Yes" was selected for Option 1, continue to Option 2.**

67. **Option 2. Listing address (house and unit numbers and street name) display on the Internet.** If Seller selects "No," the address of the Property will be hidden on web sites receiving data feeds from MLS that result in Internet listing display, whether intended for advertising the Property or providing online brokerage services (e.g., VOWs). Brokers participating in MLS can still disclose the address to customers/clients via other means, including e-mail, fax, mail, hand delivery, and orally.

72. Shall the listing address (house and unit numbers and street name) be displayed on the Internet? Yes No

74. **Option 3. An automated valuation of the Property listing or a link to an automated valuation of it may be displayed adjacent to the listing.** Some VOWs or IDX sites may provide an automated valuation model ("AVM") function/service. An AVM uses statistical calculations to estimate the value of a property based upon data from public records, MLS, and other sources, and incorporating certain assumptions. The accuracy of AVMs has sometimes been criticized because they do not take into consideration all relevant factors in valuing a property. Seller, by selecting "No," may prohibit display of an automated valuation of his or her listing adjacent to the listing.

81. Shall an automatic valuation of the Property listing or a link to an automated valuation be displayed adjacent to the listing? Yes No

83. **Option 4. Comments or reviews of the Property by persons other than the displaying broker may be displayed with or attached as a link to the listing data of the Property.** Some VOWs or IDX sites may provide functionality that permits the customers/clients using the VOW or IDX site to enter comments or reviews with the listing or by hyperlink to such comments or reviews. Note that the broker displaying the listing on his or her VOW or IDX site may add commentary representing his or her professional judgment regarding the listing's value, etc.

89. Shall comments or reviews of the Property by persons other than the displaying broker be displayed with or attached as a link to the listing data of the Property? Yes No

**FACILITATOR SERVICES AGREEMENT:
SELLER**

91. Page 3

92. Property located at 1915 Ivy Ave E Saint Paul MN 55119
93. **LISTED FOR LEASE:** The Property IS IS NOT currently listed for lease. If IS, the listing broker is
------(Check one.)-----
94. Source One Realty, LLC . If IS NOT, Seller MAY MAY NOT list the Property for lease during
------(Check one.)-----
95. the term of this Agreement with another broker.
96. Nothing in this Agreement shall prohibit Broker and Seller from entering into a listing agreement for the lease of this
 97. Property upon terms acceptable to both parties.
98. **SELLER'S OBLIGATION:** Seller shall notify Broker of relevant information important to the sale of the Property. Seller
 99. agrees to provide Broker with necessary disclosures and documents to facilitate this transaction. Seller shall surrender
 100. any abstract of title and a copy of any owner's title insurance policy for this Property, if in Seller's possession or control,
 101. to buyer or buyer's designated title service provider. Seller shall take all actions necessary to convey marketable title
 102. by the date of closing as agreed to in a purchase agreement. Seller shall sign all documents necessary to transfer to
 103. buyer marketable title to the Property. Seller has the full legal right to sell the Property.
104. **Access to the Property:** To facilitate the showing and sale of the Property, Seller authorizes Broker to:
105. 1. access the Property;
106. 2. authorize other brokers and their salespersons, inspectors, appraisers, contractors, and other industry
 107. professionals to access the Property at reasonable times and upon reasonable notice; and
108. 3. duplicate keys to facilitate convenient and efficient showings of the Property.
109. Authorizing access means giving Broker permission to allow the above-referenced persons to enter the Property, with
 110. or without a licensed salesperson present, disclosing to the other person any security codes necessary to enter the
 111. Property, and lending a key to the other person to enter the Property, directly or through a lockbox. Seller agrees to
 112. commit no act which might tend to obstruct Broker's performance here. If the Property is occupied by someone other
 113. than Seller, Seller shall comply with Minnesota law and any applicable lease provisions of an existing lease and provide
 114. tenant with proper notice in advance of any Property showing. Seller understands that prospective buyers and others
 115. authorized to access the Property may record the Property by photograph, video, or other medium while accessing
 116. the Property.
117. **RECORDING ON THE PROPERTY:** Seller understands that MN Statute 626A.02 specifically prohibits the interception
 118. of oral communications without the consent of at least one of the two parties to the communication. Seller should seek
 119. appropriate legal advice regarding compliance with this statute if Seller intends to utilize technology that may intercept
 120. oral communications between persons other than Seller.
121. **SELLER CONTENT LICENSE:** In the event Seller provides content, including, but not limited to, any photos or videos
 122. of the Property ("Seller Content") to Broker, Seller grants to Broker a nonexclusive, perpetual, world-wide, transferable,
 123. royalty free license to sub-license (including through multiple tiers), reproduce, distribute, display, perform, and create
 124. derivative works of the Seller Content. Seller represents and warrants that Seller has authority to provide Seller Content
 125. and Seller Content does not violate any restrictions regarding use including any third-party intellectual property rights
 126. or laws. Seller agrees to execute any further documents that are necessary to effect this license.
127. **NOTICE: THE COMPENSATION FOR THE SALE, LEASE, RENTAL, OR MANAGEMENT OF REAL PROPERTY**
 128. **SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S CLIENT.**
129. **BROKER'S COMPENSATION:**
130. Seller agrees to pay Broker a retainer fee of \$ 0.00 at the commencement of this Agreement,
 131. which fee shall be kept by Broker whether or not Seller sells the Property. The retainer fee will apply toward satisfaction
 132. of any obligation to compensate Broker.
133. Seller shall pay Broker, as Broker's compensation, 0 percent (%) of the selling price or
 134. \$ 0.00 , whichever is greater, if Seller sells or agrees to sell the Property during the term
 135. of this Agreement.
136. Other NO BROKER COMPENSATION TO BE PAID BY THE SELLER

FACILITATOR SERVICES AGREEMENT: SELLER

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

139. If, within 0 days (not to exceed six (6) months) after the expiration of this Agreement, Seller sells or agrees to sell the Property to anyone who:

- 141. 1. during the term of this Agreement made inquiry of Seller about the Property and Seller did not tell Broker about the inquiry; or
143. 2. during this Agreement made an affirmative showing of interest in the Property by responding to an advertisement, or by contacting Broker or the licensee involved, or was physically shown the Property by Broker and whose name and address is on a written list Broker gives to Seller within 72 hours after the expiration of this Agreement;
146. then Seller shall still pay Broker the compensation noted here, even if Seller sells the Property without Broker's assistance. Seller understands that Seller does not have to pay Broker's compensation if Seller signs a valid listing contract or facilitator services agreement for this Property after the expiration or cancellation of this Agreement, under which Seller is obligated to compensate another licensed real estate broker.

150. To secure the payment of Broker's compensation, Seller hereby assigns to Broker the gross proceeds of the sale of the Property in an amount equal to the compensation due to Broker under this Agreement.

152. COMPENSATION DISCLOSURE: Broker [] SHALL [X] SHALL NOT offer compensation to cooperating brokers. (Check one.)

153. If SHALL, the compensation to cooperating brokers shall be as follows:

154. [] % of the gross sales price or \$, whichever is greater, to cooperating brokers representing buyer.

156. [] % of the gross sales price or \$, whichever is greater, to cooperating brokers assisting buyer.

158. [] Other: _____

159. _____

160. CLOSING SERVICES:

161. NOTICE: THE REAL ESTATE BROKER, LICENSEE ASSISTING SELLER, OR REAL ESTATE CLOSING AGENT HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY NOT EXPRESS OPINIONS REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR OF THE CLOSING ITSELF.

164. After a purchase agreement for the Property is signed, arrangements must be made to close the transaction. Seller understands that no one can require Seller to use a particular person in connection with a real estate closing and that Seller may arrange for a qualified closing agent or Seller's attorney to conduct the closing.

167. Seller's choice for closing services: (Check one.)

168. [X] Seller directs Broker to arrange for a qualified closing agent to conduct the closing.

169. [] Seller shall arrange for a qualified closing agent or Seller's attorney to conduct the closing.

170. [Signature] (Seller's Initials) [Signature] (Seller's Initials)

171. ADDITIONAL COSTS: Seller acknowledges that Seller may be required to pay certain closing costs, which may effectively reduce the proceeds from the sale.

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

177. Seller represents and warrants that Seller [] IS [X] 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.

178. foreign corporation, foreign partnership, foreign trust, or foreign estate) for purposes of income taxation.

179. Due to the complexity and potential risks of failing to comply with FIRPTA, Seller should seek appropriate legal and tax advice regarding FIRPTA compliance, as Broker will be unable to confirm whether Seller is a foreign person or whether the withholding requirements of FIRPTA apply.

**FACILITATOR SERVICES AGREEMENT:
SELLER**

182. Page 5

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

184. **WARRANTY:** There are warranty programs available for some properties which warrant the performance of certain
185. components of a property, which warranty programs Seller may wish to investigate prior to the sale of the Property.

186. **NOTICE:** **IN THE EVENT A FACILITATOR BROKER OR LICENSEE, WORKING WITH A SELLER, ACCEPTS A**
187. **SHOWING OF THE PROPERTY BY A BUYER BEING REPRESENTED BY THE SAME FACILITATOR**
188. **BROKER OR ANY OF ITS LICENSEES, PURSUANT TO A WRITTEN BUYER REPRESENTATION**
189. **CONTRACT, THEN THE FACILITATOR BROKER OR LICENSEE MUST ACT AS A BUYER'S BROKER.**
190. **A BUYER'S BROKER MUST ACT IN THE BUYER'S BEST INTEREST. IN THAT CASE, THE SELLER**
191. **WILL NOT RECEIVE ADVICE AND COUNSEL FROM THE BROKER OR LICENSEE.**

192. **OTHER POTENTIAL SELLERS:** Seller understands that Broker may list other properties during the term of this
193. Agreement. Seller consents to Broker representing such other potential sellers before, during, and after the expiration
194. of this Agreement.

195. **PREVIOUS AGENCY RELATIONSHIPS:** Broker, or licensee assisting Seller, may have had a previous agency
196. relationship with a potential buyer of Seller's Property. Seller acknowledges that Seller's Broker, or licensee assisting
197. Seller, is legally required to keep information regarding the ultimate price and terms the buyer would accept and the
198. motivation for buying confidential, if known.

199. **INDEMNIFICATION:** Broker will rely on the accuracy of the information Seller provides to Broker. Seller agrees
200. to indemnify and hold harmless Broker from and against any and all claims, liability, damage, or loss arising from any
201. misrepresentation, misstatement, omission of fact, or breach of a promise by Seller. Seller agrees to indemnify and hold
202. harmless Broker from any and all claims or liability related to damage or loss to the Property or its contents, or any
203. injury to persons in connection with the marketing of the Property. Indemnification by Seller shall not apply if the
204. damage, loss, or injury is the result of the gross negligence or willful misconduct of the Broker.

205. **FAIR HOUSING NOTICE:** Seller understands that Seller may not refuse to sell, or discriminate in the terms, conditions,
206. or privileges of sale, to any person due to his/her race, color, creed, religion, national origin, sex, marital status, status
207. with regard to public assistance, handicap (whether physical or mental), sexual orientation, or family status. Seller
208. understands further that local ordinances may include other protected classes.

209. **ADDITIONAL NOTICES AND TERMS:** As of this date Seller has not received notices from any municipality, government
210. agency, or unit owners' association about the Property that Seller has not informed Broker about in writing. Seller
211. agrees to promptly inform Broker, in writing, of any notices of that type that Seller receives during the term of this
212. Agreement.

213. This shall serve as Seller's written notice granting Broker permission to obtain mortgage information (e.g., mortgage
214. balance, interest rate, payoff, and/or assumption figures, etc.) regarding any existing financing on this Property. A
215. copy of this document shall be as valid as the original.

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

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

223. **CONSENT FOR COMMUNICATION:** Seller authorizes Broker and its representatives to contact Seller by mail, phone,
224. fax, e-mail, text message or other means of communication during the term of this Agreement and anytime thereafter.

FACILITATOR SERVICES AGREEMENT: SELLER

225. Page 6

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

227. OTHER:

228.

229.

230. BROKER

231. ACCEPTED BY: Source One Realty, LLC (Real Estate Company Name)

232. By: Jeffrey Oman (Licensee's Signature) 11/20/2021 1:28:44 PM CST

233. Jeffrey Oman (Licensee's Printed Name) 01/04/2021

234. (Date)

235. 5775 Wayzata BLVD STE 700 (Address)

236. St Louis Park MN 55416-1233 (City/State/Zip)

237. 612-760-2170 (Phone)

238. OmanJeff@yahoo.com (E-Mail Address)

239.

240.

241.

242.

243.

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245.

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247.

248.

SELLER

ACCEPTED BY: Monica M. Anderson (Seller's Signature)

Co PR The Estate of Agnes M Hulke (Seller's Printed Name)

12/31/2020 (Date)

SINGLE-DIVORCED (Marital Status)

16853 JACKSONVILLE CT (Address)

LAKEVILLE MN 55044 (City/State/Zip)

651-226-0355 (Phone)

MONICA.MARIE.ANDERSON@GMAIL.COM (E-Mail Address)

SELLER

ACCEPTED BY: Michael R Hulke (Seller's Signature)

Michael R Hulke (Seller's Printed Name)

01/04/2021 (Date)

Single (Marital Status)

13134 350th Ave (Address)

Farwell Mn 55327 (City/State/Zip)

651 503 5829 (Phone)

mkhlk@live.com (E-Mail Address)

THIS IS A LEGALLY BINDING CONTRACT BETWEEN SELLER AND BROKER.

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 Anderson _____ *12/31/2020*
 (Signature) (Date)
Co PR Estate of Agnes M Hulke

Michael R Hulke _____)1/04/2021
 (Signature) (Date)