

Offer Summary

Please fill in completely and legibly, thank you.

Enter Property Address:

1151 W Edmund, St. Paul

Buyer Name: Natalie Wasiluk EMS: 1000

Price: ~~157,500~~ 174,990 Close Date: 7/25/13

Closing Costs Paid by Seller: 3% / \$5249.70

Type of Financing: FHA

Is buyer using Public Funds? IF Yes who: No

Buyer Type: Owner or Investor

Is Buyer Licensed Agent? Yes

Inspection Yes

Other: _____

If there is Bonus please list so on the PA and here too: \$

Buyer Agent's Name: Dan Ehrenberg

Buyer Agent ID/Office ID: 95416

Buyer Agent's Company: Real Estate Masters

Buyer Agent's Company Address: 312 County RD B

St. Paul

Buyer Agent's Phone & Fax: 651-210-6563

Buyer Agent's Email: SoldbyDE@gmail.com

Lines 30, 31, 33, 34, 40

PURCHASE AGREEMENT

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1. Date 05/07/13
2. Page 1 of _____

3. RECEIVED OF Natalie Wasiluk

4. _____

5. the sum of One Thousand Dollars (\$ 1,000.00)

6. by CHECK CASH NOTE as earnest money to be deposited upon Final Acceptance of Purchase
(Check one.)

7. Agreement by all parties, on or before the third Business Day after Final Acceptance, in the trust account of listing broker, unless otherwise agreed to in writing, but to be returned to Buyer if Purchase Agreement is not accepted by Seller.

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

11. Street Address: 1151 W Edmund Avenue

12. City of St. Paul, County of Ramsey

13. State of Minnesota, legally described as LOT 18 BLK 1

14. _____

15. _____

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

22. built-in humidifier and dehumidifier, liquid fuel tank(s) OWNED RENTED NONE and controls (if the
(Check one.)

23. property of Seller), sump pump; attached television antenna, cable TV jacks and wiring; BUILT-INS: dishwashers, garbage disposals, trash compactors, ovens, cook-top stoves, microwave ovens, hood fans, intercoms; ATTACHED: carpeting; mirrors; garage door openers and all controls; smoke detectors; fireplace screens, doors and heatilators; AND the following personal property: Any window treatments

27. _____

28. _____

29. _____

30. all of which property Seller has this day agreed to sell to Buyer for sum of (\$ 174,990)
One hundred ~~seventy~~ thousand ~~five hundred~~ seventy-two nine hundred ninety Dollars,

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

33. 1. Cash of 2 percent (%) of the sale price, or more in Buyer's sole discretion, which includes the earnest money; PLUS 98

35. 2. Financing of 98 percent (%) of the sale price, which will be the total amount secured against this property to fund this purchase.

37. Such financing shall be (check one) a first mortgage; a contract for deed; or a first mortgage with subordinate financing, as described in the attached Addendum;

39. Conventional FHA DVA Assumption Contract for Deed Other: _____
(Check one.)

40. The date of closing shall be July 25, 20 13.

MN:PA-1 (10/12)

on/bp



PURCHASE AGREEMENT

41. Page 2 Date 05/07/13

42. Property located at 1151 W Edmund Avenue, St. Paul, MN 55104

43. This Purchase Agreement IS IS NOT subject to a Contingency Addendum for sale of Buyer's property.
(Check one.)

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

45. (If answer is IS NOT, the closing of Buyer's property, if any, may still affect Buyer's ability to obtain financing. If financing is applicable.)

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

48. dated _____, 20____.

49. (If answer is IS, said cancellation shall be obtained no later than _____, 20____. If

50. said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Seller shall immediately

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

52. hereunder to be refunded to Buyer.)

53. Buyer has been made aware of the availability of property inspections. Buyer Elects Declines to have a
(Check one.)

54. property inspection performed at Buyer's expense.

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

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

57. DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a

58. Warranty Deed or Other: _____ Deed joined in by spouse, if any, conveying
(Check one.)

59. marketable title, subject to

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

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

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

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

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

65. _____; and

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

67. _____

68. Seller shall pay on the date of closing all real estate taxes due and payable in all prior years including all penalties and interest.

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

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

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

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

75. BUYER SHALL ASSUME SELLER SHALL PAY on date of closing all other special assessments levied as
(Check one.)

76. of the date of this Purchase Agreement.

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

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

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

80. less, as required by Buyer's lender.)

Line 99-100
OP

PURCHASE AGREEMENT

81. Page 3 Date 05/07/13

- 82. Property located at 1151 W Edmund Avenue, St. Paul, MN 55104
- 83. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of
- 84. which is not otherwise herein provided.
- 85. As of the date of this Purchase Agreement, Seller represents that Seller HAS HAS NOT received a notice
(Check one.)
- 86. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed
- 87. against the property. Any such notice received by Seller after the date of this Purchase Agreement and before closing
- 88. shall be provided to Buyer immediately. If such notice is issued after the date of this Purchase Agreement and on
- 89. or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide
- 90. for the payment of or assume the special assessments. In the absence of such agreement, either party may declare
- 91. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other
- 92. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,
- 93. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
- 94. directing all earnest money paid hereunder to be refunded to Buyer.
- 95. Buyer shall pay PRORATED FROM DAY OF CLOSING _____ 12ths OF ALL NO real estate taxes due
(Check one.)
- 96. and payable in the year 20 13 .
- 97. Seller shall pay PRORATED TO DAY OF CLOSING _____ 12ths OF ALL NO real estate taxes due and
(Check one.)
- 98. payable in the year 20 13 . If the closing date is changed, the real estate taxes paid shall, if prorated, be adjusted
- 99. to the new closing date. Seller warrants taxes due and payable in the year 20 13 shall be FULL- PART- NON-
(Check one.)
- 100. homestead classification.
- 101. If part- or non-homestead classification is checked, Seller agrees to pay Buyer at closing \$ Difference
- 102. toward the non-homestead real estate taxes. Buyer agrees to pay any remaining balance of non-homestead taxes
- 103. when they become due and payable. Buyer shall pay real estate taxes due and payable in the year following closing
- 104. and thereafter, the payment of which is not otherwise herein provided. No representations are made concerning the
- 105. amount of subsequent real estate taxes.
- 106. **POSSESSION:** Seller shall deliver possession of the property no later than immediately after closing.
- 107. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HEREIN from the property
- 108. by possession date.
- 109. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity and
- 110. natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of
- 111. fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.
- 112. **TITLE AND EXAMINATION:** As quickly as reasonably possible after Final Acceptance of this Purchase Agreement:
- 113. (a) Seller shall surrender any abstract of title and a copy of any owner's title insurance policy for the property, if
- 114. in Seller's possession or control, to Buyer or Buyer's designated title service provider; and
- 115. (b) Buyer shall obtain the title services determined necessary or desirable by Buyer or Buyer's lender, including
- 116. but not limited to title searches, title examinations, abstracting, a title insurance commitment or an attorney's
- 117. title opinion at Buyer's selection and cost and provide a copy to Seller.
- 118. Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs
- 119. and fees necessary to convey marketable title including obtaining and recording all required documents, subject to the
- 120. following:
- 121. In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional 30 days to
- 122. make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In addition to
- 123. the 30-day extension, Buyer and Seller may, by mutual agreement, further extend the closing date. Lacking such
- 124. extension, either party may declare this Purchase Agreement canceled by written notice to the other party, or
- 125. licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either
- 126. party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a *Cancellation of*
- 127. *Purchase Agreement* confirming said cancellation and directing all earnest money paid hereunder to be refunded
- 128. to Buyer.



PURCHASE AGREEMENT

129. Page 4 Date 05/07/13

130. Property located at 1151 W Edmund Avenue, St. Paul, MN 55104

131. **SUBDIVISION OF LAND:** If this sale constitutes or requires a subdivision of land owned by Seller, Seller shall pay
132. all subdivision expenses and obtain all necessary governmental approvals. Seller warrants that the legal description
133. of the real property to be conveyed has been or shall be approved for recording as of the date of closing. Seller warrants
134. that the buildings are or shall be constructed entirely within the boundary lines of the property. Seller warrants that
135. there is a right of access to the property from a public right-of-way. These warranties shall survive the delivery of the
136. deed or contract for deed.
137. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor, materials,
138. machinery, fixtures or tools furnished within the 120 days immediately preceding the closing in connection with
139. construction, alteration or repair of any structure on, or improvement to, the property.
140. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation
141. proceedings, or violation of any law, ordinance or regulation. If the property is subject to restrictive covenants, Seller
142. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any
143. such notices received by Seller shall be provided to Buyer immediately.
144. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage or acreage of land or improvements provided
145. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of
146. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.
147. **ACCESS:** Seller agrees to allow reasonable access to the property for performance of any surveys or inspections
148. agreed to herein.
149. **RISK OF LOSS:** If there is any loss or damage to the property between the date hereof and the date of closing for any
150. reason, including fire, vandalism, flood, earthquake or act of God, the risk of loss shall be on Seller. If the property
151. is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled, at Buyer's option,
152. by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels this Purchase Agreement,
153. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
154. directing all earnest money paid hereunder to be refunded to Buyer.
155. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.
156. **ENTIRE AGREEMENT:** This Purchase Agreement, any attached exhibits and any addenda or amendments signed
157. by the parties shall constitute the entire agreement between Seller and Buyer and supersedes any other written or
158. oral agreements between Seller and Buyer. This Purchase Agreement can be modified or canceled only in writing
159. signed by Seller and Buyer or by operation of law. The parties agree the electronic signature of any party on any document
160. related to this transaction constitute valid, binding signatures. All monetary sums are deemed to be United States
161. currency for purposes of this Purchase Agreement. Buyer or Seller may be required to pay certain closing costs, which
162. may effectively increase the cash outlay at closing or reduce the proceeds from the sale.
163. **FINAL ACCEPTANCE:** To be binding, this Purchase Agreement must be fully executed by both parties and a copy
164. must be delivered.
165. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (calendar or Business Days as specified)
166. following the occurrence of the event specified and includes subsequent days (calendar or Business Days as specified)
167. ending at 11:59 P.M. on the last day.
168. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays or state or federal holidays unless
169. stated elsewhere by the parties in writing.
170. **DEFAULT:** If Buyer defaults in any of the agreements herein, Seller may cancel this Purchase Agreement, and any
171. payments made hereunder, including earnest money, shall be retained by Seller as liquidated damages and Buyer
172. and Seller shall affirm the same by a written cancellation agreement.
173. If Buyer defaults in any of the agreements hereunder, Seller may terminate this Purchase Agreement under the
174. provisions of MN Statute 559.21. If either Buyer or Seller defaults in any of the agreements hereunder or there exists
175. an unfulfilled condition after the date specified for fulfillment, either party may cancel this Purchase Agreement under
176. MN Statute 559.217, Subd. 3. Whenever it is provided herein that this Purchase Agreement is canceled, said language
177. shall be deemed a provision authorizing a Declaratory Cancellation under MN Statute 559.217, Subd. 4.
178. If this Purchase Agreement is not canceled or terminated as provided hereunder, Buyer or Seller may seek actual
179. damages for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to
180. specific performance, such action must be commenced within six (6) months after such right of action arises.

PURCHASE AGREEMENT

181. Page 5 Date 05/07/13

182. Property located at 1151 W Edmund Avenue, St. Paul, MN 55104

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

186. BUYER HAS RECEIVED A (check any that apply): SELLER'S PROPERTY DISCLOSURE STATEMENT OR A
 187. SELLER'S DISCLOSURE ALTERNATIVES FORM.

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

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

191. BUYER ACKNOWLEDGES THAT NO ORAL REPRESENTATIONS HAVE BEEN MADE REGARDING THE CONDITION
 192. OF THE PROPERTY.

193. (Check appropriate boxes.)

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

195. CITY SEWER YES NO / CITY WATER YES NO

196. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

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

200. **PRIVATE WELL**

201. SELLER CERTIFIES THAT SELLER DOES DOES NOT KNOW OF A WELL ON OR SERVING THE
 PROPERTY. (If answer is DOES and well is located on the property, see Well Disclosure Statement.)

203. THIS PURCHASE AGREEMENT IS IS NOT SUBJECT TO A SUBSURFACE SEWAGE TREATMENT SYSTEM
 AND WELL INSPECTION CONTINGENCY ADDENDUM. (If answer is IS, see attached Addendum.)

205. IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS
 206. RECEIVED A WELL DISCLOSURE STATEMENT AND/OR A SUBSURFACE SEWAGE TREATMENT SYSTEM
 207. DISCLOSURE STATEMENT.

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

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

216. A Home Protection/Warranty Plan will be obtained and paid by BUYER SELLER to be issued by HMS
 (Check one.)

217. 1 year at a cost not to exceed \$ 425.00

218. There will be no Home Protection/Warranty Plan as part of this Agreement.

PURCHASE AGREEMENT

219. Page 6 Date 05/07/13

220. Property located at 1151 W Edmund Avenue, St. Paul, MN 55104

221. **NOTICE**

222. Jason Stockwell is Seller's Agent Buyer's Agent Dual Agent Facilitator.
(Licensee) (Check one.)

223. Re/MAX Results
(Real Estate Company Name)

224. Daniel Ehrenberg is Seller's Agent Buyer's Agent Dual Agent Facilitator.
(Licensee) (Check one.)

225. Real Estate Masters, Ltd.
(Real Estate Company Name)

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

227. **DUAL AGENCY REPRESENTATION**

228. PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:

229. Dual Agency representation **DOES NOT** apply in this transaction. *Do not complete lines 230-246.*

230. Dual Agency representation **DOES** apply in this transaction. *Complete the disclosure in lines 231-246.*

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

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

239. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and
240. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of
241. the sale.

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

244. Seller _____ Buyer _____

245. Seller _____ Buyer _____

246. Date _____ Date _____

247. OTHER: _____

248. _____

249. _____

250. _____

251. _____

252. _____

253. _____

254. _____

255. _____

256. _____

257. _____



PURCHASE AGREEMENT

258. Page 7 Date 05/07/13

259. Property located at 1151 W Edmund Avenue, St. Paul, MN 55104

260. **ADDENDA AND PAGE NUMBERING:** Attached addenda are a part of this Purchase Agreement.
261. Enter total number of pages of this Purchase Agreement, including addenda, on line two (2) of page one (1).
262. **NOTE:** Disclosures and optional Arbitration Agreement are not part of this Purchase Agreement and should
263. not be part of the page numbering.

264. I, the owner of the property, accept this Purchase
265. Agreement and authorize the listing broker to withdraw
266. said property from the market, unless instructed
267. otherwise in writing.
268. I have reviewed all pages of this Purchase Agreement.

I agree to purchase the property for the price and on
the terms and conditions set forth above
I have reviewed all pages of this Purchase
Agreement.

269. If checked, this Purchase Agreement is subject to
270. attached Counteroffer Addendum.

271. X Carolyn E. Olson 5/10/13
(Seller's Signature) (Date)
Carolyn E. Olson, President

X Natalie Wasiluk 5/7/13
(Buyer's Signature) (Date)

272. X Greater Metropolitan Housing Corporation
(Seller's Printed Name)

X Natalie Wasiluk
(Buyer's Printed Name)

273. X _____
(Marital Status)

X Single
(Marital Status)

274. X _____
(Seller's Signature) (Date)

X _____
(Buyer's Signature) (Date)

275. X _____
(Seller's Printed Name)

X _____
(Buyer's Printed Name)

276. X _____
(Marital Status)

X _____
(Marital Status)

277. **FINAL ACCEPTANCE DATE:** 5/9/2013 The Final Acceptance Date
278. is the date on which the fully executed Purchase Agreement is delivered.

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

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

284. SELLER(S), Carolyn E. Olson BUYER(S) Natalie Wasiluk
Carolyn E. Olson, President

285. SELLER(S) Greater Metropolitan Housing Corporation BUYER(S) _____

**FINANCING ADDENDUM
FHA INSURED MORTGAGE**

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2011 Minnesota Association of REALTORS®, Edina, MN

1. Date 05/07/13
2. Page _____

3. Addendum to Purchase Agreement between parties, dated May 7th, 2013, pertaining
4. to the purchase and sale of the property at 1151 W Edmund Avenue
5. St. Paul, MN 55104
6. Buyer shall apply for and secure, at Buyer's expense, an FHA INSURED Fixed mortgage
(e.g., Fixed, ARM)
7. in the amount stated in this Purchase Agreement, amortized monthly over a period of not more than 30
8. years, with an initial mortgage interest rate at no more than Market percent (%) per annum. The mortgage
9. application **IS TO BE MADE WITHIN FIVE (5) BUSINESS DAYS** after the Final Acceptance of this Purchase Agreement.
10. Buyer agrees to use best efforts to secure a commitment for acceptance for such financing and to execute all documents
11. required to consummate said financing.
12. **SELLER'S CONTRIBUTIONS TO BUYER'S COSTS:** Seller **IS** **IS NOT** contributing to Buyer's costs. If IS, see
(Check one.)
13. attached *Seller's Contributions to Buyer's Costs Addendum*.
14. **FINANCING CONTINGENCY:** This Purchase Agreement is contingent upon the following and applies to the first
15. mortgage and any subordinate financing.
16. (Check one.)
17. If Buyer cannot secure the financing specified in this Purchase Agreement, and this Purchase Agreement does
18. not close on the closing date specified, this Purchase Agreement is canceled. Buyer and Seller shall immediately
19. sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money to be
20. refunded to Buyer.
21. Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on
22. or before _____, 20____.
23. For purposes of this Contingency, "Written Statement" means a Written Statement prepared by Buyer's mortgage
24. originator(s) or lender(s) after the Final Acceptance Date that Buyer is approved for the loan(s) specified in this
25. Purchase Agreement, including both the first mortgage and any subordinate financing, if any, and stating that an
26. appraisal, satisfactory to the lender(s), has been completed and stating conditions required by lender(s) to close
27. the loan.
28. Upon delivery of the Written Statement to Seller, or licensee representing or assisting Seller, the responsibility
29. for satisfying all conditions, except work orders, required by mortgage originator(s) or lender(s) are deemed
30. accepted by Buyer. Upon delivery of the Written Statement, if this Purchase Agreement does not close on the
31. stated closing date for ANY REASON relating to financing, other than Seller's failure to complete work orders to the extent
32. required by this Purchase Agreement, including but not limited to interest rate and discount points, if any, Seller
33. may, at Seller's option, declare this Purchase Agreement canceled, in which case this Purchase Agreement is
34. canceled. If Seller declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a
35. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid hereunder
36. to be forfeited to Seller as liquidated damages. In the alternative, Seller may seek all other remedies allowed by
37. law.
38. If the Written Statement is not provided by the date specified on line 22, Seller may, at Seller's option, declare this
39. Purchase Agreement canceled by written notice to Buyer at any time prior to Seller receiving the Written Statement
40. in which case this Purchase Agreement is canceled. In the event Seller declares this Purchase Agreement canceled,
41. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
42. directing all earnest money paid hereunder to be refunded to Buyer.

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

MN:FAFHA-1 (8/11)

Line 58,75
200

**FINANCING ADDENDUM
FHA INSURED MORTGAGE**

45. Page _____

46. Property located at 1151 W Edmund Avenue St. Paul, MN 55104

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

51. **MORTGAGE INSURANCE PREMIUMS (MIP):** Pursuant to federal regulations, a one-time MIP must be paid to FHA
52. at the closing of this transaction. The said MIP will increase the mortgage amount unless paid in cash at the closing.
53. This provision may not be applicable to condominium transactions.

54. **LOCKING OF MORTGAGE INTEREST RATE (RATE):** The Rate shall be locked with the lender(s) by Buyer
55. *(check one)*:

56. **WITHIN FIVE (5) BUSINESS DAYS OF FINAL ACCEPTANCE OF THIS PURCHASE AGREEMENT; OR**

57. **AT ANY TIME PRIOR TO CLOSING OR AS REQUIRED BY LENDER(S).**

58. **FHA COMMITMENT WORK ORDERS:** Nothing in this Purchase Agreement shall be construed as a warranty that Seller
59. shall make repairs required by the FHA commitment. However, Seller agrees to pay up to \$ 500.00
60. to make repairs as required by the FHA commitment. If the FHA commitment is subject to any work orders for which
61. the cost of making said repairs shall exceed this amount, Seller shall have the following options:

- 62. (a) making the necessary repairs; or
- 63. (b) negotiating the cost of making said repairs with Buyer; or
- 64. (c) declaring this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. Buyer and Seller
65. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest
66. money paid hereunder to be refunded to Buyer, unless Buyer provides for payment of the cost of said repairs or
67. escrow amounts related thereto above the amount specified on line 59 of this Addendum.

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

69. **LENDER PROCESSING FEES:** Seller agrees to pay miscellaneous processing fees which the lender(s) cannot charge
70. to Buyer, not to exceed \$.00

71. **FHA ESCAPE CLAUSE:** "It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser
72. shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of
73. earnest money deposits or otherwise, unless the purchaser has been given in accordance with HUD/FHA or DVA
74. requirements a written statement by the Federal Housing Commissioner, Department of Veterans' Affairs or a Direct

75. Endorsement lender setting forth the appraised value of the property as not less than \$ 157,500 174,990
(sale price)

76. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard
77. to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage
78. the Department of Housing and Urban Development will insure; HUD does not warrant the value nor the condition of
79. the property. The purchaser should satisfy himself/herself that the price and condition of the property are
80. acceptable."

81. **HOME INSPECTION:** HUD requires mortgage lenders of FHA insured mortgages to provide the form *For Your Protection:
82. Get a Home Inspection.*

83. **OTHER:** _____

84. Carolyn E. Olson 5/10/13 [Signature] 5/7/13
(Seller) (Date) (Buyer) (Date)

85. Greater Metropolitan Housing Corporation _____
(Seller) (Date) (Buyer) (Date)

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



SELLER'S CONTRIBUTIONS TO BUYER'S COSTS ADDENDUM

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1. Date 05/07/13
2. Page _____

3. Addendum to Purchase Agreement between parties, dated May 7th, 2013, pertaining to
4. the purchase and sale of the property at 1151 W Edmund Avenue
5. St. Paul MN 55104

6. Seller agrees to pay, at closing, up to (check one):

7. \$ _____ ; or

8. 3 percent (%) of the sale price; or

9. _____ percent (%) of the mortgage amount

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

15. **NOTE: The amount paid by Seller cannot exceed the maximum Seller contribution allowed by FHA, DVA or lender. All funds paid by Seller on behalf of Buyer must be stated on the HUD-1 at closing.**

17. Carolyn E. Olson 5/10/13 [Signature] 5/7/13
(Seller) (Date) (Buyer) (Date)

18. Carolyn E. Olson, President
Greater Metropolitan Housing Corporation
(Seller) (Date) (Buyer) (Date)

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

INSPECTION CONTINGENCY ADDENDUM

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1. Date 05/07/13

2. Page _____

THE PROPERTY, IF NOT NEW, CANNOT BE EXPECTED TO BE IN NEW CONDITION. ROUTINE MAINTENANCE ITEMS ARE NOT PART OF THIS ADDENDUM.

3. Addendum to Purchase Agreement between parties, dated May 7th, 20 13, pertaining
4. to the purchase and sale of the property at 1151 W Edmund Avenue
5. St. Paul MN 55104

6. This Purchase Agreement is contingent upon a complete home inspection(s) of the property to determine its condition.
7. Any and all inspections performed by Buyer shall constitute a complete home inspection(s).

8. Any inspection(s) shall be done by an Inspector(s) of Buyer's choice. The Inspector(s) should be qualified to do the
9. inspection(s), as evidenced by a license or professional designation. Buyer shall satisfy Buyer as to the qualifications
10. of the Inspector(s).

11. Said inspection(s) shall be at Buyer's sole expense.

12. Seller agrees to make the property reasonably available for said inspection(s).

13. Any inspection(s) or test(s) done by FHA, DVA or any other governmental unit shall be done and paid for in accordance
14. with the applicable regulations and are not part of this Inspection Contingency Addendum.

15. Buyer shall not have the right to do intrusive testing without the prior written authorization of Seller.

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

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

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

22. For the purposes of this Addendum, "Business Days" shall end at 11:59 p.m. and do not include Saturdays,
23. Sundays and state and federal holidays.

24. All inspection(s) shall be done within 3 Business Days of Final Acceptance of this Purchase Agreement.

25. Buyer shall have these options following inspection(s):

26. (1) If Buyer, or licensee representing or assisting Buyer, identifies any issues pertaining to the property resulting
27. from the inspection(s) and intends to negotiate the identified issues with Seller, then Buyer, or licensee
28. representing or assisting Buyer, shall notify Seller, or licensee representing or assisting Seller, in writing,
29. describing the issues and proposed remedy, within 2 Business Days after expiration of the time
30. period specified on line 25.

31. If Buyer, or licensee representing or assisting Buyer, notifies Seller, or licensee representing or assisting
32. Seller, of the identified issues and proposed remedy, and if within 1 Business Days after such
33. notice Buyer and Seller have not agreed in writing to a remedy of the identified issues, this Purchase Agreement
34. is canceled without further notice required. Buyer and Seller shall immediately sign a Cancellation of
35. Purchase Agreement confirming said cancellation and directing all earnest money paid hereunder to be
36. refunded to Buyer, and thereafter neither party shall have any further liability to the other.

37. And/or;

38. (2) Notwithstanding any provision to the contrary or any notice given, Buyer may unilaterally waive any issues,
39. providing that Buyer, or licensee representing or assisting Buyer, notifies Seller, or licensee representing or
40. assisting Seller, of waiver in writing, within the time specified on line 33.

41. And/or;

INSPECTION CONTINGENCY ADDENDUM

43. Date 05/07/13

44. Page _____


45. Property located at 1151 W Edmund Avenue St. Paul

46. (3) Notwithstanding any other provision of this Purchase Agreement, Buyer may, based on the inspection(s),
47. declare this Purchase Agreement canceled by written notice to Seller, or licensee representing or assisting
48. Seller, within 1 Business Days after expiration of the time period specified on line 25, in which case
49. this Purchase Agreement is canceled.

50. In the event Buyer declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign
51. a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid
52. hereunder to be refunded to Buyer.

53. If Buyer fails to have the inspection(s) performed within the time specified in line 25, or does not notify Seller, or licensee
54. representing or assisting Seller, of Buyer's decision within the time specified in lines 30 and 48, then this Contingency
55. shall be deemed removed and this Purchase Agreement shall be in full force and effect.

56. Seller, or licensee representing or assisting Seller, SHALL SHALL NOT have the right to continue to offer
57. the property for sale until this Contingency is removed. ------(Check one.)-----

58.  5/10/13
(Seller) (Date)
Carolyn E. Olson, President
Greater Metropolitan Housing Corporation

 5/7/13
(Buyer) (Date)

59. _____
(Seller) (Date) (Buyer) (Date)

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



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

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1. Page 1

ARBITRATION DISCLOSURE

- 2.
3. You have the right to choose whether to have any disputes about disclosure of material facts affecting the use
4. or enjoyment of the property that you are buying or selling decided by binding arbitration or by a court of law. By agreeing
5. to binding arbitration, you give up your right to go to court. By signing the RESIDENTIAL REAL PROPERTY
6. ARBITRATION AGREEMENT (ARBITRATION AGREEMENT) on page two (2), you agree to binding arbitration under the
7. Residential Real Property Arbitration System (Arbitration System) administered by National Center for Dispute Settlement
8. (NCDS) and endorsed by the Minnesota Association of REALTORS® (MNAR). The ARBITRATION AGREEMENT is
9. enforceable only if it is signed by all buyers, sellers and licensees representing or assisting the buyers and the sellers.
10. The ARBITRATION AGREEMENT is not part of the *Purchase Agreement*. Your *Purchase Agreement* will still be
11. valid whether or not you sign the ARBITRATION AGREEMENT.
12. The Arbitration System is a private dispute resolution system offered as an alternative to the court system. It
13. is not government sponsored. NCDS and the MNAR jointly adopt the rules that govern the Arbitration System. NCDS
14. and the MNAR are not affiliated. Under the ARBITRATION AGREEMENT you must use the arbitration services of
15. NCDS.
16. All disputes about or relating to disclosure of material facts affecting the use or enjoyment of the property, excluding
17. disputes related to title issues, are subject to arbitration under the ARBITRATION AGREEMENT. This includes claims
18. of fraud, misrepresentation, warranty and negligence. Nothing in this Agreement limits other rights you may have under
19. MN Statute 327A (statutory new home warranties) or under private contracts for warranty coverage. An agreement to
20. arbitrate does not prevent a party from contacting the Minnesota Department of Commerce, the state agency that
21. regulates the real estate profession, about licensee compliance with state law.
22. The administrative fee for the Arbitration System varies depending on the amount of the claim, but it is more
23. than initial court filing fees. In some cases, conciliation court is cheaper than arbitration. The maximum claim allowed
24. in conciliation court is \$10,000. This amount is subject to future change. In some cases, it is quicker and less expensive
25. to arbitrate disputes than to go to court, but the time to file your claim and pre-hearing discovery rights are limited. The
26. right to appeal an arbitrator's award is very limited compared to the right to appeal a court decision.
27. A request for arbitration must be filed within 24 months of the date of the closing on the property or
28. else the claim cannot be pursued. In some cases of fraud, a court or arbitrator may extend the 24-month
29. limitation period provided herein.
30. A party who wants to arbitrate a dispute files a Demand, along with the appropriate administrative fee, with
31. NCDS. NCDS notifies the other party, who may file a response. NCDS works with the parties to select and appoint an arbitrator
32. to hear and decide the dispute. A three-arbitrator panel will be appointed instead of a single arbitrator at the request
33. of any party. The party requesting a panel must pay an additional fee. Arbitrators have backgrounds in law, real estate,
34. architecture, engineering, construction or other related fields.
35. Arbitration hearings are usually held at the home site. Parties are notified about the hearing at least 14 days in
36. advance. A party may be represented by a lawyer at the hearing if he or she gives five (5) days advance notice to the
37. other party and to NCDS. Each party may present evidence, including documents or testimony by witnesses. The arbitrator
38. must make any award within 30 days from the final hearing date. The award must be in writing and may provide any
39. remedy the arbitrator considers just and equitable that is within the scope of the parties' agreement. The arbitrator
40. does not have to make findings of fact that explain the reason for granting or denying an award. The arbitrator may
41. require the party who does not prevail to pay the administrative fee.
42. This Arbitration Disclosure provides only a general description of the Arbitration System and a general
43. overview of the Arbitration System rules. For specific information regarding the administrative fee, please see the
44. Fee Schedule located in the NCDS Rules. Copies of the Arbitration System rules are available from NCDS by calling
45. (888) 832-4792 or on the Web at www.ncdsusa.org or from your REALTOR®. If you have any questions about arbitration,
46. call NCDS at (888) 832-4792 or consult a lawyer.

ARBITRATION DISCLOSURE AND
RESIDENTIAL REAL PROPERTY
ARBITRATION AGREEMENT

47. Page 2

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

51. For the property located at 1151 W Edmund Avenue

52. City of St. Paul, County of Ramsey, State of Minnesota.

53. Any dispute between the undersigned parties, or any of them, about or relating to material facts affecting the use or
54. enjoyment of the property, excluding disputes related to title issues of the property covered by the *Purchase Agreement*
55. dated May 7th, 20 13, including claims of fraud, misrepresentation, warranty and
56. negligence, shall be settled by binding arbitration. National Center for Dispute Settlement shall be the arbitration service
57. provider. The rules adopted by National Center for Dispute Settlement and the Minnesota Association of REALTORS®
58. shall govern the proceeding(s). The rules that shall govern the proceeding(s) are those rules in effect at the time the
59. Demand for Arbitration is filed and include the rules specified in the Arbitration Disclosure on page one (1). This
60. Agreement shall survive the delivery of the deed or contract for deed in the *Purchase Agreement*. This Agreement is
61. only enforceable if all buyers, sellers and licensees representing or assisting the buyers and sellers have agreed to
62. arbitrate as acknowledged by signatures below. For purposes of this Agreement, the signature of one licensee of a
63. broker shall bind the broker and all licensees of that broker.

64. _____ (Seller's Signature) _____ (Date) NWS _____ (Buyer's Signature) 5/7/13 _____ (Date)

65. _____ (Seller's Printed Name) _____ (Buyer's Printed Name) Natalie Wasiluk

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

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

68. _____ (Licensee Representing or Assisting Seller) 5/9/13 _____ (Date) _____ (Licensee Representing or Assisting Buyer) 5/7/13 _____ (Date)
Jason P Stockwall D. Ehrenberg
Daniel Ehrenberg

69. _____ (Company Name) RE/MAX Results _____ (Company Name) Real Estate Masters, Ltd.

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





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

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1. Date 5/3/13

2. Page

3. Addendum to Purchase Agreement between parties, dated 5/7, 2013

4. pertaining to the purchase and sale of the property at 1151 N Edmund Avenue

5. St. Paul Ramsey

6. Section I: 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 (initial)

16. [initials] (a) Presence of lead-based paint and/or lead-based paint hazards.
17. (Check one below.)

18. [] Known lead-based paint and/or lead-based paint hazards are present in the housing
19. (explain):
20.

21. [initials] [X] Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

22. [initials] (b) Records and reports available to the seller.
23. (Check one below.)

24. [] Seller has provided Buyer with all available records and reports pertaining to lead-based paint
25. and/or lead-based paint hazards in the housing (list documents below):
26.

27. [X] Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards
28. in the housing.

29. Buyer's Acknowledgment (initial)

30. [initials] (c) Buyer has received copies of all information listed under (b) above.

31. [initials] (d) Buyer has received the pamphlet, Protect Your Family from Lead in Your Home.

32. [initials] (e) Buyer has (check one below):

33. [] Received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment
34. or inspection for the presence of lead-based paint and/or lead-based paint hazards (if checked,
35. see Section II on page 2); or

36. [X] Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-
37. based paint and/or lead-based paint hazards.



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

38. Page _____
_____ St., Paol

39. Property located at 1151 W Edmund Avenue

40. Real Estate Licensee's Acknowledgement (Initial)

41. J.A.H. (I) Real estate licensee has informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and is aware
42. of licensee's responsibility to ensure compliance.

43. Certification of Accuracy

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

46. Carolyn E. Olson 5/3/13
(Seller) Carolyn E. Olson, President (Date)
Greater Metropolitan Housing Corporation

[Signature] 5/7/13
(Buyer) (Date)

47. _____
(Seller) (Date)

(Buyer) (Date)

48. J.A.H. 5/3/13
(Real Estate Licensee) (Date)
Jason P Stockwell

[Signature] 5/7/13
(Real Estate Licensee) (Date)

49. Section II: Contingency (Initial only if first box under (a) is checked in Buyer's Acknowledgment above.)
50. This contract is contingent upon a risk assessment or an inspection of the property for the presence of lead-based paint and/or lead-based paint hazards to be conducted at Buyer's expense. The assessment or inspection
51. shall be completed within ten (10) _____ calendar days after Final Acceptance of the Purchase Agreement.
52. _____ (Check one.)
53. This contingency shall be deemed removed, and the Purchase Agreement shall be in full force and effect, unless Buyer or real estate licensee representing or assisting Buyer delivers to Seller or real estate licensee representing or assisting Seller, within three (3) calendar days after the assessment or inspection is timely completed, a written list of the specific deficiencies and the corrections required, together with a copy of any risk assessment or inspection report. If Seller and Buyer have not agreed in writing within three (3) calendar days after delivery of the written list of required corrections that: (A) some or all of the required corrections will be made; or (B) Buyer waives the deficiencies; or (C) an adjustment to the purchase price will be made; 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 hereunder to be refunded to Buyer. It is understood that Buyer may unilaterally waive deficiencies or defects, or remove this contingency, providing that Buyer or real estate licensee representing or assisting Buyer notifies Seller or real estate licensee representing or assisting Seller of the waiver or removal, in writing, within the time specified.

TLX:SALE-2 (8/09)





SELLER'S DISCLOSURE ALTERNATIVES

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- 1. Date 5/3/13
- 2. Page 1 of 4 pages

3. Property located at 1151 N Edmund Avenue
 4. City of St. Paul, County of Ramsey, State of Minnesota.

5. **NOTICE:** Sellers of residential property, with limited exceptions, are obligated to satisfy the requirements of MN Statutes
 6. 513.52 through 513.60. To comply with the statute, Seller must provide either a written disclosure to the
 7. prospective Buyer (see *Seller's Property Disclosure Statement*) or satisfy one of the following two options:

8. (Select one option only.)

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

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

18. The inspection report was prepared by _____
 19. _____
 20. and dated _____, 20_____.

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

23. _____
 24. _____
 25. _____
 26. _____

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

29. _____
 30. _____
 31. _____
 32. _____

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

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

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

45. Property located at 1151 W Edmund Avenue, St. Paul, MN 55104

46. **OTHER REQUIRED DISCLOSURES:**

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

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

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

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

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

60. **B. PRIVATE WELL DISCLOSURE:** (A well disclosure and Certificate are required by MN Statute 103I.235.)
61. (Check appropriate box.)

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

63. Seller certifies there are one or more wells located on the above-described real property.
64. (See *Well Disclosure Statement*.)

65. Are there any wells serving the above-described property that are not located on the property? Yes No

66. Contaminated Well: Is there a well on or serving the property that contains contaminated water? Yes No

67. To your knowledge, is the property in a Special Well Construction Area? Yes No

68. Comments: _____

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

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

74. Additional comments: _____

75. _____

76. **D. METHAMPHETAMINE PRODUCTION DISCLOSURE:**

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

78. Seller is not aware of any methamphetamine production that has occurred on the property.

79. Seller is aware that methamphetamine production has occurred on the property.
80. (See *Methamphetamine Production Disclosure Statement*.)

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

86. Property located at 1151 W Edmund Avenue, St. Paul, MN 55104

87. **F. NOTICE REGARDING CARBON MONOXIDE DETECTORS:**

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

91. **G. WATER INTRUSION AND MOLD GROWTH:** Recent studies have shown that various forms of water intrusion
92. affect many homes. Water intrusion may occur from exterior moisture entering the home and/or interior moisture
93. leaving the home.

94. Examples of exterior moisture sources may be

- 95. • Improper flashing around windows and doors,
- 96. • Improper grading,
- 97. • flooding,
- 98. • roof leaks.

99. Examples of interior moisture sources may be

- 100. • plumbing leaks,
- 101. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
- 102. • overflow from tubs, sinks or toilets,
- 103. • firewood stored indoors,
- 104. • humidifier use,
- 105. • inadequate venting of kitchen and bath humidity,
- 106. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
- 107. • line-drying laundry indoors,
- 108. • houseplants—watering them can generate large amounts of moisture.

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

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

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

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

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

127. **I. ADDITIONAL REQUIRED DISCLOSURES (e.g., city, municipal, county):** _____

128. _____

129. _____

130. _____

131. _____

132. _____



SELLER'S DISCLOSURE ALTERNATIVES
133. Page 4

134. J. SELLER'S STATEMENT:

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

136. Seller(s) hereby authorizes any licensee(s) representing or assisting any party(ies) in this transaction to provide
137. a copy of this Disclosure to any person or entity in connection with any actual or anticipated sale of the property.

138. [Signature] 5/3/13
(Seller) Carolyn E. Olson, President (Date)
Greater Metropolitan Housing Corporation (Seller) (Date)

139. K. BUYER'S ACKNOWLEDGEMENT:

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

141. I/We, the Buyer(s) of the property, acknowledge receipt of this SELLER'S DISCLOSURE ALTERNATIVES form
142. and agree to the seller's disclosure option selected in this form. I/We further agree that no representations regarding
143. material facts have been made, other than those made in this form.

144. [Signature] 5/7/13
(Buyer) (Date) (Buyer) (Date)

145. L. SELLER'S ACKNOWLEDGEMENT:

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

147. AS OF THE DATE BELOW, I/we, the Seller(s) of the property, state that the material facts are the same, except
148. for changes as indicated below, which have been signed and dated.

149. _____
150. _____
151. _____
152. _____
153. _____
154. _____

155. [Signature] 5/10/13
(Seller) Carolyn E. Olson, President (Date)
Greater Metropolitan Housing Corporation (Seller) (Date)

156. LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS AND ARE
157. NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING IN THE PROPERTY.

