

Minnesota Attorney General: Administrative Rules Proceedings

Copyright Notice:

This material may be protected by copyright law (U.S. Code, Title 17). Researchers are liable for any infringement. For more information, visit www.mnhs.org/copyright.

Version 3
August 20, 2018

Our File No. 843

RULE REVIEW CHECKLIST

DATE RULE RECEIVED 8-31-82
DATE FOR REVIEW 9-9-82
DATE DUE 9-14-82

Adopted w/a hearing _____
Adopted w/o hearing ✓
Temporary rule _____

Approved 9-13-82 Disapproved _____ Returned to Agency 9-13-82

Resubmitted _____ Due _____
Approved _____ Disapproved _____ Returned to Agency _____

Date filed w/Secretary of State 9-13-82 Revisor approved 9/1/82 disapproved _____

✓ Rule as Adopted

✓ Rule as Proposed See SR ;

✓ Order Adopting 8.30.82 Date

✓ Notice of Intent to Solicit Outside Opinion 8.10.81.SR ;

✓ Order for rulemaking
N/A date of Hearing

N/A Certificate of Board's Authorizing Resolution

✓ Notice of rulemaking
✓ Sufficiency

✓ Affidavit of Mailing Notice or rulemaking
7.9.82 At least 30 days prior to ~~hearing~~/adoption

✓ Mailing list Certificate

✓ Publication in State Register
7.12.82 At least 30/~~20~~ days prior to ~~hearing~~/adoption

N/A Hearing Examiner's Report

Chief Hearing Examiner's Report(s)
_____ Approving H.E.'s Report
_____ Approving agency action

✓ Agency's Findings of Fact

N/A LCRAR Report or agency Affidavit

Certificate of Board's Resolution Adopting Rules

Order Approving Incorporation by Reference

✓ Statement of Need and Reasonableness

N/A Petition for Adoption of a Rule

✓ Record (includes transcript or tape, exhibits, comments received by agency, requests for a hearing, and other relevant materials)

✓ Certificate of Compliance w/Rulemaking Procedures

N/A Affidavit of Mailing Notice of Submission to Attorney General

✓ Notice of Submission to the Attorney General

SF-00006-02

STATE OF MINNESOTA

DEPARTMENT ATTORNEY GENERAL

Office Memorandum

TO : MARY ALICE BROPHY
Commissioner of Securities & Real Estate

DATE: 9/13/82

ATTN : DANIEL W. HARDY, Assistant to Commissioner

FROM : LARRY D. STARNS
Special Assistant
Attorney General

PHONE: 297-3493

SUBJECT: In the Matter of the Proposed Adoption of Uniform Conveyancing Blanks by the Minnesota Department of Commerce to Replace Uniform Conveyancing Blanks 54-M through 57-M (Contracts for Deed) and 58-M and 59-M (Assignments of Contracts for Deed), Originals of Which are Filed with the Secretary of State, and Copies of Which are set out Following Minn. Stat. Ann. Chapter 507; Creating Two New Residential Mortgage Blanks and an Affidavit of Identity & Survivorship for Death Occurring After Dec. 31, 1979.

Enclosed herewith are the rules you have submitted for approval. These rules have been approved by this office and filed with the Secretary of State. Please note that they have not been filed with the State Register. This must be done promptly by your agency.

Upon receipt and before transmittal to your agency, however, it is important that you recheck these rules as to:

1. Affixation of stamps of the Attorney General and Secretary of State;

2. Coverage by these stamps of all rules submitted; and

3. Inclusion of all pages to the rules in the approved set.

If you have any questions in this regard, please contact me.

LDS:drw
Encs.

cc: Ms. Kathy Burek
Mr. Duane Harves

STATE OF MINNESOTA

Banking Division
(612) 296-2135

Securities and Real Estate
Division
(612) 296-2594

Insurance Division
(612) 296-2488

Administrative Services
Division
(612) 296-2283

DEPARTMENT OF COMMERCE

500 Metro Square Building
St. Paul, Minnesota 55101

August 26, 1982

Mr. Larry P. Starns
Office of the Attorney General
204 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155

Dear Mr. Starns:

Enclosed for your review pursuant to Minn. Stat. § 15.0412, Subd. 4(h) and 1 MCAR § 1.203, please find the following:

A. Four Revisor copies of the rule as adopted, all of which reflect the changes made to the version originally published in the State Register. (no changes made)

B. The original and three copies of the Order of Adoption.

C. One copy of the Notice of Intent to Solicit Outside Opinion. No written material was received by the agency.

D. One copy of the Order for Notice of Intent to Adopt Rules Without Public Hearing.

E. One copy of the Notice of Intent to Adopt Rules Without a Public Hearing.

F. The Affidavit of Mailing Notice of Intent to Adopt Rules Without Public Hearing.

G. The mailing list Certificate.

H. The relevant pages of the State Register in which the proposed rules appeared, including the Notice of Intent to Adopt Rules Without a Public Hearing.

I. The Findings of Fact and Conclusions.

J. The Statement of Need and Reasonableness.

No written comments or requests for a public hearing were received. Also, no requests for Notice of Submission to the Attorney General were received.

Due to the non-controversial nature of these rules the agency has not submitted the attached documents to its special assistant attorney general for review. The Certificate of Compliance with Rulemaking Procedures which is submitted herewith was executed by myself.

Very truly yours,

MARY ALICE BROPHY
Commissioner of Securities and Real Estate

By: Daniel W. Hardy

DANIEL W. HARDY
Assistant to the Commissioner
612/296-5689

MAB:DWH:ms

AG copy

Department of Commerce

Commissioner of Securities and Real Estate

Adoption of Uniform Conveyancing Blanks to Replace Uniform Conveyancing Blanks 54-M through 57-M (Contracts for Deed) and 58-M and 59-M (Assignments of Contracts for Deed), Originals of Which are Filed with the Secretary of State, and Copies of Which Are Set Out following Minn. Stat. Ann. Chapter 507; Creating Two New Residential Mortgage Blanks and an Affidavit of Identity and Survivorship for Death Occuring after December 31, 1979

Rules as Adopted

4 MCAR S 1.5000 Contract for deed with individual seller. The recommended form for a contract for deed when there is an individual seller is contained in Exhibit 4 MCAR S 1.5000-1.

Exhibit 4 MCAR S 1.5000-1

CONTRACT FOR DEED Form No. 54-M Minnesota Uniform Conveyancing Blanks (1978) Miller Davis Co., Minneapolis

Individual Seller

No delinquent taxes and transfer entered;
Certificate of Real Estate Value
( )filed ( )not required
_____, 19____.

_____
County Auditor

By _____
Deputy

(reserved for recording data)

(reserved for mortgage registry tax payment data)

MORTGAGE REGISTRY TAX DUE HEREON:

$_____

Date: _____, 19____

THIS CONTRACT FOR DEED is made on the above date by _____

_____, _____
(marital status)

Seller (whether one or more), and _____

_____, Purchaser (whether one or more).

Seller and Purchaser agree to the following terms:

1. PROPERTY DESCRIPTION. Seller hereby sells, and Purchaser hereby buys, real property in _____ County, Minnesota, described as follows:

together with all hereditaments and appurtenances belonging thereto (the Property).

2. TITLE. Seller warrants that title to the Property is, on the date of this contract, subject only to the following exceptions:
   (a) Covenants, conditions, restrictions, declarations and easements of record, if any;
   (b) Reservations of minerals or mineral rights by the State of Minnesota, if any;
   (c) Building, zoning and subdivision laws and regulations;
   (d) The lien of real estate taxes and installments of special assessments which are payable by Purchaser pursuant to paragraph 6 of this contract; and
   (e) The following liens or encumbrances:

3. DELIVERY OF DEED AND EVIDENCE OF TITLE. Upon Purchaser's prompt and full performance of this contract, Seller shall:
   (a) Execute, acknowledge and deliver to Purchaser a _____ Deed, in recordable form, conveying marketable title to the Property to Purchaser, subject only to the following exceptions:
      (i) Those exceptions referred to in paragraph 2(a), (b), (c) and (d) of this contract;
      (ii) Liens, encumbrances, adverse claims or other matters which Purchaser has created, suffered or permitted to accrue after the date of this contract, and

(iii) The following liens or encumbrances

; and

(b) Deliver to Purchaser the abstract of title to the Property or, if the title is registered, the owner's duplicate certificate of title

4. PURCHASE PRICE. Purchaser shall pay to Seller, at _____, the sum of _____ ($_____), as and for the purchase price for the Property, payable as follows:

5. PREPAYMENT. Unless otherwise provided in this contract, Purchaser shall have the right to fully or partially prepay this contract at any time without penalty. Any partial prepayment shall be applied first to payment of amounts then due under this contract, including unpaid accrued interest, and the balance shall be applied to the principal installments to be paid in the inverse order of their maturity. Partial prepayment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments.

6. REAL ESTATE TAXES AND ASSESSMENTS. Purchaser shall pay, before penalty accrues, all real estate taxes and installments of special assessments assessed against the Property which are due and payable in the year 19__ and in all subsequent years. Real estate taxes and installments of special assessments which are due and payable in the year in which this contract is dated shall be paid as follows:

Seller warrants that the real estate taxes and installments of special assessments which were due and payable in the years preceding the year in which this contract is dated are paid in full.

7. PROPERTY INSURANCE.
   (a) INSURED RISKS AND AMOUNT. Purchaser shall keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, extended coverage perils, vandalism, malicious mischief and, if applicable, steam boiler explosion for at least the amount of _____. If any of the buildings, improvements or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Purchaser shall procure and maintain flood insurance in amounts reasonably satisfactory to Seller.
   (b) OTHER TERMS. The insurance policy shall contain a loss payable clause in favor of Seller which provides that Seller's right to recover under the insurance shall not be impaired by any acts or omissions of Purchaser or Seller, and that Seller shall otherwise be afforded all rights and privileges customarily provided a mortgagee under the so-called standard mortgage clause.
   (c) NOTICE OF DAMAGE. In the event of damage to the Property by fire or other casualty, Purchaser shall promptly give notice of such damage to Seller and the insurance company.

8. DAMAGE TO THE PROPERTY.
   (a) APPLICATION OF INSURANCE PROCEEDS. If the Property is damaged by fire or other casualty, the insurance proceeds paid on account of such damage shall be applied to payment of the amounts payable by Purchaser under this contract, even if such amounts are not then due to be paid, unless Purchaser makes a permitted election described in the next paragraph. Such amounts shall be first applied to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance of insurance proceeds, if any, shall be the property of Purchaser.

(b) PURCHASER'S ELECTION TO REBUILD. If Purchaser is not in default under this contract, or after curing any such default, and if the mortgagees in any prior mortgages and sellers in any prior contracts for deed do not require otherwise, Purchaser may elect to have that portion of such insurance proceeds necessary to repair, replace or restore the damaged Property (the repair work) deposited in escrow with a bank or title insurance company qualified to do business in the State of Minnesota, or such other party as may be mutually agreeable to Seller and Purchaser. The election may only be made by written notice to Seller within sixty days after the damage occurs. Also, the election will only be permitted if the plans and specifications and contracts for the repair work are approved by Seller, which approval Seller shall not unreasonably withhold or delay. If such a permitted election is made by Purchaser, Seller and Purchaser shall jointly deposit, when paid, such insurance proceeds into such escrow. If such insurance proceeds are insufficient for the repair work, Purchaser shall, before the commencement of the repair work, deposit into such escrow sufficient additional money to insure the full payment for the repair work. Even if the insurance proceeds are unavailable or are insuffficient to pay the cost of the repair work, Purchaser shall at all times be responsible to pay the full cost of the repair work. All escrowed funds shall be disbursed by the escrowee in accordance with generally accepted sound construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be deposited by Purchaser into such escrow before the commencement of the repair work. Purchaser shall complete the repair work as soon as reasonably possible and in a good and workmanlike manner, and in any event the repair work shall be completed by Purchaser within one year after the damage occurs. If, following the completion of and payment for the repair work, there remain any undisbursed escrow funds, such funds shall be applied to payment of the amounts payable by Purchaser under this contract in accordance with paragraph 8 (a) above.

9. INJURY OR DAMAGE OCCURRING ON THE PROPERTY.
   (a) LIABILITY. Seller shall be free from liability and claims for damages by reason of injuries occurring on or after the date of this contract to any person or persons or property while on or about the Property. Purchaser shall defend and indemnify Seller from all liability, loss, costs and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries. However, Purchaser shall have no liability or obligation to Seller for such injuries which are caused by the negligence or intentional wrongful acts or omissions of Seller.
   (b) LIABILITY INSURANCE. Purchaser shall, at Purchaser's own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the Property in amounts reasonably satisfactory to Seller and naming Seller as an additional insured.
10. INSURANCE, GENERALLY. The insurance which Purchaser is required to procure and maintain pursuant to paragraphs 7 and 9 of this contract shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to Seller. The insurance shall be maintained by Purchaser at all times while any amount remains unpaid under this contract. The insurance policies shall provide for not less than ten days written notice to Seller before cancellation, non-renewal, termination or change in coverage, and Purchaser shall deliver to Seller a duplicate original or certificate of such insurance policy or policies.
11. CONDEMNATION. If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchaser under this contract, even if such amounts are not then due to be paid. Such amounts shall be applied first to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance, if any, shall be the property of Purchaser.
12. WASTE, REPAIR AND LIENS. Purchaser shall not remove or demolish any buildings, improvements or fixtures now or later located on or a part of the Property, nor shall Purchaser commit or allow waste of the Property. Purchaser shall maintain the Property in good condition and repair. Purchaser shall not create or permit to accrue liens or adverse claims against the Property which constitute a lien or claim against Seller's interest in the Property. Purchaser shall pay to Seller all amounts, costs and expenses, including reasonable attorneys' fees, incurred by Seller to remove any such liens or adverse claims.
13. DEED AND MORTGAGE REGISTRY TAXES. Seller shall, upon Purchaser's full performance of this contract, pay the deed tax due upon the recording or filing of the deed to be delivered by Seller to Purchaser. The mortgage registry tax due upon the recording or filing of this contract shall be paid by the party who records or files this contract; however, this provision shall not impair the right of Seller to collect from Purchaser the amount of such tax actually paid by Seller as provided in the applicable law governing default and service of notice of termination of this contract.
14. NOTICE OF ASSIGNMENT. If either Seller or Purchaser assigns their interest in the Property, a copy of such assignment shall promptly be furnished to the non-assigning party.
15. PROTECTION OF INTERESTS. If Purchaser fails to pay any sum of money required under the terms of this contract or fails to perform any of Purchaser's obligations as set forth in this contract, Seller may, at Seller's option, pay the same or cause the same to be performed, or both, and the amounts so paid by Seller and the cost of such performance shall be payable at once, with interest at the rate stated in paragraph 4 of this contract, as an additional amount due Seller under this contract.
    If there now exists, or if Seller hereafter creates, suffers or permits to accrue, any mortgage, contract for deed, lien or encumbrance against the Property which is not herein expressly assumed by Purchaser, and provided Purchaser is not in default under this contract, Seller shall timely pay all amounts due thereon, and if Seller fails to do so, Purchaser may, at Purchaser's option, pay any such delinquent amounts and deduct the amounts paid from the installment(s) next coming due under this contract.
16. DEFAULT. The time of performance by Purchaser of the terms of this contract is an essential part of this contract. Should Purchaser fail to timely perform any of the terms of this contract, Seller may, at Seller's option, elect to declare this contract cancelled and terminated by notice to Purchaser in accordance with applicable law. All right, title and interest acquired under this contract by Purchaser shall then cease and terminate, and all improvements made upon the Property and all payments made by Purchaser pursuant to this contract shall belong to Seller as liquidated damages for breach of this contract. Neither the extension of the time for payment of any sum of money to be paid hereunder nor any waiver by Seller of Seller's rights to declare this contract forfeited by reason of any breach shall in any manner affect Seller's right to cancel this contract because of defaults subsequently occurring, and no extension of time shall be valid unless agreed to in writing. After service of notice of default and failure to cure such default within the period allowed by law, Purchaser shall, upon demand, surrender possession of the Property to Seller, but Purchaser shall be entitled to possession of the Property until the expiration of such period.
17. BINDING EFFECT. The terms of this contract shall run with the land and bind the parties hereto and their successors in interest.

18. HEADINGS. Headings of the paragraphs of this contract are for convenience only and do not define, limit or construe the contents of such paragraphs.

19. ASSESSMENTS BY OWNERS' ASSOCIATION. If the Property is subject to a recorded declaration providing for assessments to be levied against the Property by any owners' association, which assessments may become a lien against the Property if not paid, then
(a) Purchaser shall promptly pay, when due, all assessments imposed by the owners' association or other governing body as required by the provisions of the declaration or other related documents; and
(b) So long as the owners' association maintains a master or blanket policy of insurance against fire, extended coverage perils and such other hazards and in such amounts as are required by this contract, then
(i) Purchaser's obligation in this contract to maintain hazard insurance coverage on the Property is satisfied; and
(ii) The provisions in paragraph 8 of this contract regarding application of insurance proceeds shall be superceded by the provisions of the declaration or other related documents; and
(iii) In the event of a distribution of insurance proceeds in lieu of restoration or repair following an insured casualty loss to the Property, any such proceeds payable to Purchaser are hereby assigned and shall be paid to Seller for application to the sum secured by this contract, with the excess, if any, paid to Purchaser.

20. ADDITIONAL TERMS:

SELLER(S)

_____

_____

_____

_____

PURCHASER(S)

_____

_____

_____

_____

State of Minnesota }
} ss.
County of _____ }

The foregoing instrument was acknowledged before me this ____ day of _____, 19____,
by _____.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

_____
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

State of Minnesota }
} ss.
County of _____ }

The foregoing instrument was acknowledged before me this ____ day of _____, 19____,
by _____.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

_____
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Tax Statements for the real property described in this instrument should be sent to

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

FAILURE TO RECORD OR FILE THIS CONTRACT FOR DEED MAY GIVE OTHER PARTIES PRIORITY OVER PURCHASER'S INTEREST IN THE PROPERTY.

4 MCAR S 1.5001 Contract for deed with joint tenants as purchasers. The recommended form for a contract for deed when the purchasers are joint tenants is contained in Exhibit 4 MCAR S 1.5001-1.

Exhibit 4 MCAR S 1.5001-1

CONTRACT FOR DEED Form No. 55-M Minnesota Uniform Conveyancing Blanks (1978) Miller-Davis Co., Minneapolis

Individual(s) to Joint Tenants

No delinquent taxes and transfer entered;
Certificate of Real Estate Value
( )filed ( )not required
_____, 19__.

_____
County Auditor

By _____
Deputy

(reserved for mortgage registry tax payment data)

(reserved for recording data)

MORTGAGE REGISTRY TAX DUE HEREON:

$_____

Date: _____, 19__

THIS CONTRACT FOR DEED is made on the above date by _____

_____, _____
(marital status)

Seller (whether one or more), and _____

_____, Purchasers, as joint tenants.

Seller and Purchasers agree to the following terms:

1. PROPERTY DESCRIPTION. Seller hereby sells, and Purchasers hereby buy, real property in _____ County, Minnesota, described as follows:

together with all hereditaments and appurtenances belonging thereto (the Property).

2. TITLE. Seller warrants that title to the Property is, on the date of this contract, subject only to the following exceptions:
   (a) Covenants, conditions, restrictions, declarations and easements of record, if any;
   (b) Reservations of minerals or mineral rights by the State of Minnesota, if any;
   (c) Building, zoning and subdivision laws and regulations;
   (d) The lien of real estate taxes and installments of special assessments which are payable by Purchasers pursuant to paragraph 6 of this contract; and
   (e) The following liens or encumbrances:

3. DELIVERY OF DEED AND EVIDENCE OF TITLE. Upon Purchasers' prompt and full performance of this contract, Seller shall:
   (a) Execute, acknowledge and deliver to Purchasers a _____ Deed, in recordable form, conveying marketable title to the Property to Purchasers, subject only to the following exceptions:
      (i) Those exceptions referred to in paragraph 2(a), (b), (c) and (d) of this contract;
      (ii) Liens, encumbrances, adverse claims or other matters which Purchasers have created, suffered or permitted to accrue after the date of this contract; and

(iii) The following liens or encumbrances

; and

(b) Deliver to Purchasers the abstract of title to the Property or, if the title is registered, the owner's duplicate certificate of title.

4. PURCHASE PRICE. Purchasers shall pay to Seller, at _____, the sum of _____ ($_____), as and for the purchase price for the Property, payable as follows:

5. PREPAYMENT. Unless otherwise provided in this contract, Purchasers shall have the right to fully or partially prepay this contract at any time without penalty. Any partial prepayment shall be applied first to payment of amounts then due under this contract, including unpaid accrued interest, and the balance shall be applied to the principal installments to be paid in the inverse order of their maturity. Partial prepayment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments.

6. REAL ESTATE TAXES AND ASSESSMENTS. Purchasers shall pay, before penalty accrues, all real estate taxes and installments of special assessments assessed against the Property which are due and payable in the year 19___ and in all subsequent years. Real estate taxes and installments of special assessments which are due and payable in the year in which this contract is dated shall be paid as follows:

Seller warrants that the real estate taxes and installments of special assessments which were due and payable in the years preceding the year in which this contract is dated are paid in full.

7. PROPERTY INSURANCE.
   (a) INSURED RISKS AND AMOUNT. Purchasers shall keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, extended coverage perils, vandalism, malicious mischief and, if applicable, steam boiler explosion for at least the amount of _____. If any of the buildings, improvements or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Purchasers shall procure and maintain flood insurance in amounts reasonably satisfactory to Seller.
   (b) OTHER TERMS. The insurance policy shall contain a loss payable clause in favor of Seller which provides that Seller's right to recover under the insurance shall not be impaired by any acts or omissions of Purchasers or Seller, and that Seller shall otherwise be afforded all rights and privileges customarily provided a mortgagee under the so-called standard mortgage clause.
   (c) NOTICE OF DAMAGE. In the event of damage to the Property by fire or other casualty, Purchasers shall promptly give notice of such damage to Seller and the insurance company.

8. DAMAGE TO THE PROPERTY.
   (a) APPLICATION OF INSURANCE PROCEEDS. If the Property is damaged by fire or other casualty, the insurance proceeds paid on account of such damage shall be applied to payment of the amounts payable by Purchasers under this contract, even if such amounts are not then due to be paid, unless Purchasers make a permitted election described in the next paragraph. Such amounts shall be first applied to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance of insurance proceeds, if any, shall be the property of Purchasers.

(b) PURCHASERS' ELECTION TO REBUILD. If Purchasers are not in default under this contract, or after curing any such default, and if the mortgagees in any prior mortgages and sellers in any prior contracts for deed do not require otherwise, Purchasers may elect to have that portion of such insurance proceeds necessary to repair, replace or restore the damaged Property (the repair work) deposited in escrow with a bank or title insurance company qualified to do business in the State of Minnesota, or such other party as may be mutually agreeable to Seller and Purchasers. The election may only be made by written notice to Seller within sixty days after the damage occurs. Also, the election will only be permitted if the plans and specifications and contracts for the repair work are approved by Seller, which approval Seller shall not unreasonably withhold or delay. If such a permitted election is made by Purchasers, Seller and Purchasers shall jointly deposit, when paid, such insurance proceeds into such escrow. If such insurance proceeds are insufficient for the repair work, Purchasers shall, before the commencement of the repair work, deposit into such escrow sufficient additional money to insure the full payment for the repair work. Even if the insurance proceeds are unavailable or are insuffficient to pay the cost of the repair work, Purchasers shall at all times be responsible to pay the full cost of the repair work. All escrowed funds shall be disbursed by the escrowee in accordance with generally accepted sound construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be deposited by Purchasers into such escrow before the commencement of the repair work. Purchasers shall complete the repair work as soon as reasonably possible and in a good and workmanlike manner, and in any event the repair work shall be completed by Purchasers within one year after the damage occurs. If, following the completion of and payment for the repair work, there remain any undisbursed escrow funds, such funds shall be applied to payment of the amounts payable by Purchasers under this contract in accordance with paragraph 8 (a) above.

9. INJURY OR DAMAGE OCCURRING ON THE PROPERTY.
   (a) LIABILITY. Seller shall be free from liability and claims for damages by reason of injuries occurring on or after the date of this contract to any person or persons or property while on or about the Property. Purchasers shall defend and indemnify Seller from all liability, loss, costs and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries. However, Purchasers shall have no liability or obligation to Seller for such injuries which are caused by the negligence or intentional wrongful acts or omissions of Seller.
   (b) LIABILITY INSURANCE. Purchasers shall, at their own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the Property in amounts reasonably satisfactory to Seller and naming Seller as an additional insured.
10. INSURANCE, GENERALLY. The insurance which Purchasers are required to procure and maintain pursuant to paragraphs 7 and 9 of this contract shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to Seller. The insurance shall be maintained by Purchasers at all times while any amount remains unpaid under this contract. The insurance policies shall provide for not less than ten days written notice to Seller before cancellation, non-renewal, termination or change in coverage, and Purchasers shall deliver to Seller a duplicate original or certificate of such insurance policy or policies.
11. CONDEMNATION. If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchasers under this contract, even if such amounts are not then due to be paid. Such amounts shall be applied first to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance, if any, shall be the property of Purchasers.
12. WASTE, REPAIR AND LIENS. Purchasers shall not remove or demolish any buildings, improvements or fixtures now or later located on or a part of the Property, nor shall Purchasers commit or allow waste of the Property. Purchasers shall maintain the Property in good condition and repair. Purchasers shall not create or permit to accrue liens or adverse claims against the Property which constitute a lien or claim against Seller's interest in the Property. Purchasers shall pay to Seller all amounts, costs and expenses, including reasonable attorneys' fees, incurred by Seller to remove any such liens or adverse claims.
13. DEED AND MORTGAGE REGISTRY TAXES. Seller shall, upon Purchasers' full performance of this contract, pay the deed tax due upon the recording or filing of the deed to be delivered by Seller to Purchasers. The mortgage registry tax due upon the recording or filing of this contract shall be paid by the party who records or files this contract; however, this provision shall not impair the right of Seller to collect from Purchasers the amount of such tax actually paid by Seller as provided in the applicable law governing default and service of notice of termination of this contract.
14. NOTICE OF ASSIGNMENT. If either Seller or Purchasers assign their interest in the Property, a copy of such assignment shall promptly be furnished to the non-assigning party.
15. PROTECTION OF INTERESTS. If Purchasers fail to pay any sum of money required under the terms of this contract or fail to perform any of their obligations as set forth in this contract, Seller may, at Seller's option, pay the same or cause the same to be performed, or both, and the amounts so paid by Seller and the cost of such performance shall be payable at once, with interest at the rate stated in paragraph 4 of this contract, as an additional amount due Seller under this contract.
If there now exists, or if Seller hereafter creates, suffers or permits to accrue, any mortgage, contract for deed, lien or encumbrance against the Property which is not herein expressly assumed by Purchasers, and provided Purchasers are not in default under this contract, Seller shall timely pay all amounts due thereon, and if Seller fails to do so, Purchasers may, at their option, pay any such delinquent amounts and deduct the amounts paid from the installment(s) next coming due under this contract.
16. DEFAULT. The time of performance by Purchasers of the terms of this contract is an essential part of this contract. Should Purchasers fail to timely perform any of the terms of this contract, Seller may, at Seller's option, elect to declare this contract cancelled and terminated by notice to Purchasers in accordance with applicable law. All right, title and interest acquired under this contract by Purchasers shall then cease and terminate, and all improvements made upon the Property and all payments made by Purchasers pursuant to this contract shall belong to Seller as liquidated damages for breach of this contract. Neither the extension of the time for payment of any sum of money to be paid hereunder nor any waiver by Seller of Seller's rights to declare this contract forfeited by reason of any breach shall in any manner affect Seller's right to cancel this contract because of defaults subsequently occurring, and no extension of time shall be valid unless agreed to in writing. After service of notice of default and failure to cure such default within the period allowed by law, Purchasers shall, upon demand, surrender possession of the Property to Seller, but Purchasers shall be entitled to possession of the Property until the expiration of such period.
17. BINDING EFFECT. The terms of this contract shall run with the land and bind the parties hereto and their successors in interest.

18. HEADINGS. Headings of the paragraphs of this contract are for convenience only and do not define, limit or construe the contents of such paragraphs.

19. ASSESSMENTS BY OWNERS' ASSOCIATION. If the Property is subject to a recorded declaration providing for assessments to be levied against the Property by any owners' association, which assessments may become a lien against the Property if not paid, then:
   (a) Purchasers shall promptly pay, when due, all assessments imposed by the owners' association or other governing body as required by the provisions of the declaration or other related documents; and
   (b) So long as the owners' association maintains a master or blanket policy of insurance against fire, extended coverage perils and such other hazards and in such amounts as are required by this contract, then:
      (i) Purchasers' obligation in this contract to maintain hazard insurance coverage on the Property is satisfied; and
      (ii) The provisions in paragraph 8 of this contract regarding application of insurance proceeds shall be superceded by the provisions of the declaration or other related documents; and
      (iii) In the event of a distribution of insurance proceeds in lieu of restoration or repair following an insured casualty loss to the Property, any such proceeds payable to Purchasers are hereby assigned and shall be paid to Seller for application to the sum secured by this contract, with the excess, if any, paid to Purchasers.

20. ADDITIONAL TERMS:

SELLER(S)

_____

_____

_____

_____

PURCHASERS

_____

_____

_____

_____

State of Minnesota }
} ss.
County of _____ }

The foregoing instrument was acknowledged before me this ____ day of _____, 19____, by _____.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

_____
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

State of Minnesota }
} ss.
County of _____ }

The foregoing instrument was acknowledged before me this ____ day of _____, 19____, by _____.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

_____
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Tax Statements for the real property described in this instrument should be sent to:

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

FAILURE TO RECORD OR FILE THIS CONTRACT FOR DEED MAY GIVE OTHER PARTIES PRIORITY OVER PURCHASERS' INTEREST IN THE PROPERTY.

4 MCAR S 1.5002 Contract for deed from a corporation or partnership seller. The recommended form for a contract for deed when there is a corporation or partnership seller is contained in Exhibit 4 MCAR S 1.5002-1.

Exhibit 4 MCAR S 1.5002-1

CONTRACT FOR DEED Form No. 56-M Minnesota Uniform Conveyancing Blanks (1978) Miller-Davis Co., Minneapolis

Corporation or Partnership Seller

No delinquent taxes and transfer entered;
Certificate of Real Estate Value
( )filed ( )not required
_____, 19__.

_____
County Auditor

By _____
Deputy

(reserved for mortgage registry tax payment data)

(reserved for recording data)

MORTGAGE REGISTRY TAX DUE HEREON:

$_____

Date: _____, 19__

THIS CONTRACT FOR DEED is made on the above date by _____

_____, a _____ under the laws of _____

Seller, and _____

_____, Purchaser (whether one or more).

Seller and Purchaser agree to the following terms:

1. PROPERTY DESCRIPTION. Seller hereby sells, and Purchaser hereby buys, real property in _____ County, Minnesota, described as follows:

together with all hereditaments and appurtenances belonging thereto (the Property).

2. TITLE. Seller warrants that title to the Property is, on the date of this contract, subject only to the following exceptions:
   (a) Covenants, conditions, restrictions, declarations and easements of record, if any;
   (b) Reservations of minerals or mineral rights by the State of Minnesota, if any;
   (c) Building, zoning and subdivision laws and regulations;
   (d) The lien of real estate taxes and installments of special assessments which are payable by Purchaser pursuant to paragraph 6 of this contract; and
   (e) The following liens or encumbrances:

3. DELIVERY OF DEED AND EVIDENCE OF TITLE. Upon Purchaser's prompt and full performance of this contract, Seller shall:
   (a) Execute, acknowledge and deliver to Purchaser a _____ Deed, in recordable form, conveying marketable title to the Property to Purchaser, subject only to the following exceptions:
      (i) Those exceptions referred to in paragraph 2(a), (b), (c) and (d) of this contract;
      (ii) Liens, encumbrances, adverse claims or other matters which Purchaser has created, suffered or permitted to accrue after the date of this contract; and

(iii) The following liens or encumbrances:

: and

(b) Deliver to Purchaser the abstract of title to the Property or, if the title is registered, the owner's duplicate certificate of title.

4. PURCHASE PRICE. Purchaser shall pay to Seller, at _____, the sum of _____ ($_____), as and for the purchase price for the Property, payable as follows:

5. PREPAYMENT. Unless otherwise provided in this contract, Purchaser shall have the right to fully or partially prepay this contract at any time without penalty. Any partial prepayment shall be applied first to payment of amounts then due under this contract, including unpaid accrued interest, and the balance shall be applied to the principal installments to be paid in the inverse order of their maturity. Partial prepayment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments.

6. REAL ESTATE TAXES AND ASSESSMENTS. Purchaser shall pay, before penalty accrues, all real estate taxes and installments of special assessments assessed against the Property which are due and payable in the year 19___ and in all subsequent years. Real estate taxes and installments of special assessments which are due and payable in the year in which this contract is dated shall be paid as follows:

Seller warrants that the real estate taxes and installments of special assessments which were due and payable in the years preceding the year in which this contract is dated are paid in full.

7. PROPERTY INSURANCE.
   (a) INSURED RISKS AND AMOUNT. Purchaser shall keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, extended coverage perils, vandalism, malicious mischief and, if applicable, steam boiler explosion for at least the amount of _____. If any of the buildings, improvements or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Purchaser shall procure and maintain flood insurance in amounts reasonably satisfactory to Seller.
   (b) OTHER TERMS. The insurance policy shall contain a loss payable clause in favor of Seller which provides that Seller's right to recover under the insurance shall not be impaired by any acts or omissions of Purchaser or Seller, and that Seller shall otherwise be afforded all rights and privileges customarily provided a mort,,agee under the so-called standard mortgage clause.
   (c) NOTICE OF DAMAGE. In the event of damage to the Property by fire or other casualty, Purchaser shall promptly give notice of such damage to Seller and the insurance company.

8. DAMAGE TO THE PROPERTY.
   (a) APPLICATION OF INSURANCE PROCEEDS. If the Property is damaged by fire or other casualty, the insurance proceeds paid on account of such damage shall be applied to payment of the amounts payable by Purchaser under this contract, even if such amounts are not then due to be paid, unless Purchaser makes a permitted election described in the next paragraph. Such amounts shall be first applied to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance of insurance proceeds, if any, shall be the property of Purchaser.

(b) PURCHASER'S ELECTION TO REBUILD. If Purchaser is not in default under this contract, or after curing any such default, and if the mortgagees in any prior mortgages and sellers in any prior contracts for deed do not require otherwise, Purchaser may elect to have that portion of such insurance proceeds necessary to repair, replace or restore the damaged Property (the repair work) deposited in escrow with a bank or title insurance company qualified to do business in the State of Minnesota, or such other party as may be mutually agreeable to Seller and Purchaser. The election may only be made by written notice to Seller within sixty days after the damage occurs. Also, the election will only be permitted if the plans and specifications and contracts for the repair work are approved by Seller, which approval Seller shall not unreasonably withhold or delay. If such a permitted election is made by Purchaser, Seller and Purchaser shall jointly deposit, when paid, such insurance proceeds into such escrow. If such insurance proceeds are insufficient for the repair work, Purchaser shall, before the commencement of the repair work, deposit into such escrow sufficient additional money to insure the full payment for the repair work. Even if the insurance proceeds are unavailable or are insuffficient to pay the cost of the repair work, Purchaser shall at all times be responsible to pay the full cost of the repair work. All escrowed funds shall be disbursed by the escrowee in accordance with generally accepted sound construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be deposited by Purchaser into such escrow before the commencement of the repair work. Purchaser shall complete the repair work as soon as reasonably possible and in a good and workmanlike manner, and in any event the repair work shall be completed by Purchaser within one year after the damage occurs. If, following the completion of and payment for the repair work, there remain any undisbursed escrow funds, such funds shall be applied to payment of the amounts payable by Purchaser under this contract in accordance with paragraph 8 (a) above.

9. INJURY OR DAMAGE OCCURRING ON THE PROPERTY.
   (a) LIABILITY. Seller shall be free from liability and claims for damages by reason of injuries occurring on or after the date of this contract to any person or persons or property while on or about the Property. Purchaser shall defend and indemnify Seller from all liability, loss, costs and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries. However, Purchaser shall have no liability or obligation to Seller for such injuries which are caused by the negligence or intentional wrongful acts or omissions of Seller.
   (b) LIABILITY INSURANCE. Purchaser shall, at Purchaser's own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occuring on or about the Property in amounts reasonably satisfactory to Seller and naming Seller as an additional insured.
10. INSURANCE, GENERALLY. The insurance which Purchaser is required to procure and maintain pursuant to paragraphs 7 and 9 of this contract shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to Seller. The insurance shall be maintained by Purchaser at all times while any amount remains unpaid under this contract. The insurance policies shall provide for not less than ten days written notice to Seller before cancellation, non-renewal, termination or change in coverage, and Purchaser shall deliver to Seller a duplicate original or certificate of such insurance policy or policies.
11. CONDEMNATION. If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchaser under this contract, even if such amounts are not then due to be paid. Such amounts shall be applied first to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance, if any, shall be the property of Purchaser.
12. WASTE, REPAIR AND LIENS. Purchaser shall not remove or demolish any buildings, improvements or fixtures now or later located on or a part of the Property, nor shall Purchaser commit or allow waste of the Property. Purchaser shall maintain the Property in good condition and repair. Purchaser shall not create or permit to accrue liens or adverse claims against the Property which constitute a lien or claim against Seller's interest in the Property. Purchaser shall pay to Seller all amounts, costs and expenses, including reasonable attorneys' fees, incurred by Seller to remove any such liens or adverse claims.
13. DEED AND MORTGAGE REGISTRY TAXES. Seller shall, upon Purchaser's full performance of this contract, pay the deed tax due upon the recording or filing of the deed to be delivered by Seller to Purchaser. The mortgage registry tax due upon the recording or filing of this contract shall be paid by the party who records or files this contract; however, this provision shall not impair the right of Seller to collect from Purchaser the amount of such tax actually paid by Seller as provided in the applicable law governing default and service of notice of termination of this contract.
14. NOTICE OF ASSIGNMENT. If either Seller or Purchaser assigns their interest in the Property, a copy of such assignment shall promptly be furnished to the non-assigning party.
15. PROTECTION OF INTERESTS. If Purchaser fails to pay any sum of money required under the terms of this contract or fails to perform any of Purchaser's obligations as set forth in this contract, Seller may, at Seller's option, pay the same or cause the same to be performed, or both, and the amounts so paid by Seller and the cost of such performance shall be payable at once, with interest at the rate stated in paragraph 4 of this contract, as an additional amount due Seller under this contract. If there now exists, or if Seller hereafter creates, suffers or permits to accrue, any mortgage, contract for deed, lien or encumbrance against the Property which is not herein expressly assumed by Purchaser, and provided Purchaser is not in default under this contract, Seller shall timely pay all amounts due thereon, and if Seller fails to do so, Purchaser may, at Purchaser's option, pay any such delinquent amounts and deduct the amounts paid from the installment(s) next coming due under this contract.
16. DEFAULT. The time of performance by Purchaser of the terms of this contract is an essential part of this contract. Should Purchaser fail to timely perform any of the terms of this contract, Seller may, at Seller's option, elect to declare this contract cancelled and terminated by notice to Purchaser in accordance with applicable law. All right, title and interest acquired under this contract by Purchaser shall then cease and terminate, and all improvements made upon the Property and all payments made by Purchaser pursuant to this contract shall belong to Seller as liquidated damages for breach of this contract. Neither the extension of the time for payment of any sum of money to be paid hereunder nor any waiver by Seller of Seller's rights to declare this contract forfeited by reason of any breach shall in any manner affect Seller's right to cancel this contract because of defaults subsequently occurring, and no extension of time shall be valid unless agreed to in writing. After service of notice of default and failure to cure such default within the period allowed by law, Purchaser shall, upon demand, surrender possession of the Property to Seller, but Purchaser shall be entitled to possession of the Property until the expiration of such period.
17. BINDING EFFECT. The terms of this contract shall run with the land and bind the parties hereto and their successors in interest.

18. HEADINGS. Headings of the paragraphs of this contract are for convenience only and do not define, limit or construe the contents of such paragraphs.

19. ASSESSMENTS BY OWNERS' ASSOCIATION. If the Property is subject to a recorded declaration providing for assessments to be levied against the Property by any owners' association, which assessments may become a lien against the Property if not paid, then:
(a) Purchaser shall promptly pay, when due, all assessments imposed by the owners' association or other governing body as required by the provisions of the declaration or other related documents; and
(b) So long as the owners' association maintains a master or blanket policy of insurance against fire, extended coverage perils and such other hazards and in such amounts as are required by this contract, then:
(i) Purchaser's obligation in this contract to maintain hazard insurance coverage on the Property is satisfied; and
(ii) The provisions in paragraph 8 of this contract regarding application of insurance proceeds shall be superceded by the provisions of the declaration or other related documents; and
(iii) In the event of a distribution of insurance proceeds in lieu of restoration or repair following an insured casualty loss to the Property, any such proceeds payable to Purchaser are hereby assigned and shall be paid to Seller for application to the sum secured by this contract, with the excess, if any, paid to Purchaser.

20. ADDITIONAL TERMS:

SELLER

_____

By _____

Its _____

By _____

Its _____

PURCHASER(S)

_____

_____

_____

_____

_____

State of Minnesota } ss.
County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 19___,
by _____ and _____,
the _____ and _____ of _____,
a _____ under the laws of _____
on behalf of the _____.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

_____
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

State of Minnesota } ss.
County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 19___,
by _____
_____.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

_____
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Tax Statements for the real property described in this instrument should be sent to:

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

FAILURE TO RECORD OR FILE THIS CONTRACT FOR DEED MAY GIVE OTHER PARTIES PRIORITY OVER PURCHASER'S INTEREST IN THE PROPERTY.

4 MCAR S 1.5003 Contract for deed from a corporation or partnership to joint tenants. The recommended form for a contract for deed from a corporation or partnership to joint tenants is contained in Exhibit 4 MCAR S 1.5003-1.

Exhibit 4 MCAR S 1.5003-1

CONTRACT FOR DEED Form No. 57-M Minnesota Uniform Conveyancing Blanks (1978) Miller-Davis Co., Minneapolis

Corporation or Partnership to Joint Tenants

No delinquent taxes and transfer entered;
Certificate of Real Estate Value
( )filed ( )not required
_____, 19____.

_____
County Auditor

By _____
Deputy

(reserved for mortgage registry tax payment data)

(reserved for recording data)

MORTGAGE REGISTRY TAX DUE HEREON:

$_____

Date: _____, 19____

THIS CONTRACT FOR DEED is made on the above date by _____, a _____ under the laws of _____, Seller, and _____, Purchasers, as joint tenants.

Seller and Purchasers agree to the following terms:

1. PROPERTY DESCRIPTION. Seller hereby sells, and Purchasers hereby buy, real property in _____ County, Minnesota, described as follows:

together with all hereditaments and appurtenances belonging thereto (the Property).

2. TITLE. Seller warrants that title to the Property is, on the date of this contract, subject only to the following exceptions:
   (a) Covenants, conditions, restrictions, declarations and easements of record, if any;
   (b) Reservations of minerals or mineral rights by the State of Minnesota, if any;
   (c) Building, zoning and subdivision laws and regulations;
   (d) The lien of real estate taxes and installments of special assessments which are payable by Purchasers pursuant to paragraph 6 of this contract; and
   (e) The following liens or encumbrances:

3. DELIVERY OF DEED AND EVIDENCE OF TITLE. Upon Purchasers' prompt and full performance of this contract, Seller shall:
   (a) Execute, acknowledge and deliver to Purchasers a _____ Deed, in recordable form, conveying marketable title to the Property to Purchasers, subject only to the following exceptions:
      (i) Those exceptions referred to in paragraph 2(a), (b), (c) and (d) of this contract;
      (ii) Liens, encumbrances, adverse claims or other matters which Purchasers have created, suffered or permitted to accrue after the date of this contract; and

(iii) The following liens or encumbrances

: and

(b) Deliver to Purchasers the abstract of title to the Property or, if the title is registered, the owner's duplicate certificate of title.

4. PURCHASE PRICE. Purchasers shall pay to Seller, at _____, the sum of _____ ($_____), as and for the purchase price for the Property, payable as follows:

5. PREPAYMENT. Unless otherwise provided in this contract, Purchasers shall have the right to fully or partially prepay this contract at any time without penalty. Any partial prepayment shall be applied first to payment of amounts then due under this contract, including unpaid accrued interest, and the balance shall be applied to the principal installments to be paid in the inverse order of their maturity. Partial prepayment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments.

6. REAL ESTATE TAXES AND ASSESSMENTS. Purchasers shall pay, before penalty accrues, all real estate taxes and installments of special assessments assessed against the Property which are due and payable in the year 19___ and in all subsequent years. Real estate taxes and installments of special assessments which are due and payable in the year in which this contract is dated shall be paid as follows:

Seller warrants that the real estate taxes and installments of special assessments which were due and payable in the years preceding the year in which this contract is dated are paid in full.

7. PROPERTY INSURANCE.
   (a) INSURED RISKS AND AMOUNT. Purchasers shall keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, extended coverage perils, vandalism, malicious mischief and, if applicable, steam boiler explosion for at least the amount of _____. If any of the buildings, improvements or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Purchasers shall procure and maintain flood insurance in amounts reasonably satisfactory to Seller.
   (b) OTHER TERMS. The insurance policy shall contain a loss payable clause in favor of Seller which provides that Seller's right to recover under the insurance shall not be impaired by any acts or omissions of Purchasers or Seller, and that Seller shall otherwise be afforded all rights and privileges customarily provided a mortgagee under the so-called standard mortgage clause.
   (c) NOTICE OF DAMAGE. In the event of damage to the Property by fire or other casualty, Purchasers shall promptly give notice of such damage to Seller and the insurance company.

8. DAMAGE TO THE PROPERTY.
   (a) APPLICATION OF INSURANCE PROCEEDS. If the Property is damaged by fire or other casualty, the insurance proceeds paid on account of such damage shall be applied to payment of the amounts payable by Purchasers under this contract, even if such amounts are not then due to be paid, unless Purchasers make a permitted election described in the next paragraph. Such amounts shall be first applied to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance of insurance proceeds, if any, shall be the property of Purchasers.

(b) PURCHASERS' ELECTION TO REBUILD. If Purchasers are not in default under this contract, or after curing any such default, and if the mortgagees in any prior mortgages and sellers in any prior contracts for deed do not require otherwise, Purchasers may elect to have that portion of such insurance proceeds necessary to repair, replace or restore the damaged Property (the repair work) deposited in escrow with a bank or title insurance company qualified to do business in the State of Minnesota, or such other party as may be mutually agreeable to Seller and Purchasers. The election may only be made by written notice to Seller within sixty days after the damage occurs. Also, the election will only be permitted if the plans and specifications and contracts for the repair work are approved by Seller, which approval Seller shall not unreasonably withhold or delay. If such a permitted election is made by Purchasers, Seller and Purchasers shall jointly deposit, when paid, such insurance proceeds into such escrow. If such insurance proceeds are insufficient for the repair work, Purchasers shall, before the commencement of the repair work, deposit into such escrow sufficient additional money to insure the full payment for the repair work. Even if the insurance proceeds are unavailable or are insuffficient to pay the cost of the repair work, Purchasers shall at all times be responsible to pay the full cost of the repair work. All escrowed funds shall be disbursed by the escrowee in accordance with generally accepted sound construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be deposited by Purchasers into such escrow before the commencement of the repair work. Purchasers shall complete the repair work as soon as reasonably possible and in a good and workmanlike manner, and in any event the repair work shall be completed by Purchasers within one year after the damage occurs. If, following the completion of and payment for the repair work, there remain any undisbursed escrow funds, such funds shall be applied to payment of the amounts payable by Purchasers under this contract in accordance with paragraph 8 (a) above.

9. INJURY OR DAMAGE OCCURRING ON THE PROPERTY.
   (a) LIABILITY. Seller shall be free from liability and claims for damages by reason of injuries occurring on or after the date of this contract to any person or persons or property while on or about the Property. Purchasers shall defend and indemnify Seller from all liability, loss, costs and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries. However, Purchasers shall have no liability or obligation to Seller for such injuries which are caused by the negligence or intentional wrongful acts or omissions of Seller.
   (b) LIABILITY INSURANCE. Purchasers shall, at their own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the Property in amounts reasonably satisfactory to Seller and naming Seller as an additional insured.
10. INSURANCE, GENERALLY. The insurance which Purchasers are required to procure and maintain pursuant to paragraphs 7 and 9 of this contract shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to Seller. The insurance shall be maintained by Purchasers at all times while any amount remains unpaid under this contract. The insurance policies shall provide for not less than ten days written notice to Seller before cancellation, non-renewal, termination or change in coverage, and Purchasers shall deliver to Seller a duplicate original or certificate of such insurance policy or policies.
11. CONDEMNATION. If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchasers under this contract, even if such amounts are not then due to be paid. Such amounts shall be applied first to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance, if any, shall be the property of Purchasers.
12. WASTE, REPAIR AND LIENS. Purchasers shall not remove or demolish any buildings, improvements or fixtures now or later located on or a part of the Property, nor shall Purchasers commit or allow waste of the Property. Purchasers shall maintain the Property in good condition and repair. Purchasers shall not create or permit to accrue liens or adverse claims against the Property which constitute a lien or claim against Seller's interest in the Property. Purchasers shall pay to Seller all amounts, costs and expenses, including reasonable attorneys' fees, incurred by Seller to remove any such liens or adverse claims.
13. DEED AND MORTGAGE REGISTRY TAXES. Seller shall, upon Purchasers' full performance of this contract, pay the deed tax due upon the recording or filing of the deed to be delivered by Seller to Purchasers. The mortgage registry tax due upon the recording or filing of this contract shall be paid by the party who records or files this contract; however, this provision shall not impair the right of Seller to collect from Purchasers the amount of such tax actually paid by Seller as provided in the applicable law governing default and service of notice of termination of this contract.
14. NOTICE OF ASSIGNMENT. If either Seller or Purchasers assign their interest in the Property, a copy of such assignment shall promptly be furnished to the non-assigning party.
15. PROTECTION OF INTERESTS. If Purchasers fail to pay any sum of money required under the terms of this contract or fail to perform any of their obligations as set forth in this contract, Seller may, at Seller's option, pay the same or cause the same to be performed, or both, and the amounts so paid by Seller and the cost of such performance shall be payable at once, with interest at the rate stated in paragraph 4 of this contract, as an additional amount due Seller under this contract. If there now exists, or if Seller hereafter creates, suffers or permits to accrue, any mortgage, contract for deed, lien or encumbrance against the Property which is not herein expressly assumed by Purchasers, and provided Purchasers are not in default under this contract, Seller shall timely pay all amounts due thereon, and if Seller fails to do so, Purchasers may, at their option, pay any such delinquent amounts and deduct the amounts paid from the installment(s) next coming due under this contract.
16. DEFAULT. The time of performance by Purchasers of the terms of this contract is an essential part of this contract. Should Purchasers fail to timely perform any of the terms of this contract, Seller may, at Seller's option, elect to declare this contract cancelled and terminated by notice to Purchasers in accordance with applicable law. All right, title and interest acquired under this contract by Purchasers shall then cease and terminate, and all improvements made upon the Property and all payments made by Purchasers pursuant to this contract shall belong to Seller as liquidated damages for breach of this contract. Neither the extension of the time for payment of any sum of money to be paid hereunder nor any waiver by Seller of Seller's rights to declare this contract forfeited by reason of any breach shall in any manner affect Seller's right to cancel this contract because of defaults subsequently occurring, and no extension of time shall be valid unless agreed to in writing. After service of notice of default and failure to cure such default within the period allowed by law, Purchasers shall, upon demand, surrender possession of the Property to Seller, but Purchasers shall be entitled to possession of the Property until the expiration of such period.
17. BINDING EFFECT. The terms of this contract shall run with the land and bind the parties hereto and their successors in interest.

18. HEADINGS. Headings of the paragraphs of this contract are for convenience only and do not define, limit or construe the contents of such paragraphs.

19. ASSESSMENTS BY OWNERS' ASSOCIATION. If the Property is subject to a recorded declaration providing for assessments to be levied against the Property by any owners' association, which assessments may become a lien against the Property if not paid, then:
(a) Purchasers shall promptly pay, when due, all assessments imposed by the owners' association or other governing body as required by the provisions of the declaration or other related documents; and
(b) So long as the owners' association maintains a master or blanket policy of insurance against fire, extended coverage perils and such other hazards and in such amounts as are required by this contract, then:
(i) Purchasers' obligation in this contract to maintain hazard insurance coverage on the Property is satisfied; and
(ii) The provisions in paragraph 8 of this contract regarding application of insurance proceeds shall be superceded by the provisions of the declaration or other related documents; and
(iii) In the event of a distribution of insurance proceeds in lieu of restoration or repair following an insured casualty loss to the Property, any such proceeds payable to Purchasers are hereby assigned and shall be paid to Seller for application to the sum secured by this contract, with the excess, if any, paid to Purchasers.

20. ADDITIONAL TERMS:

SELLER

_____

By _____

Its _____

By _____

Its _____

PURCHASERS

_____

_____

_____

_____

_____

State of Minnesota }
County of _____ } ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 19____,
by _____ and _____
the _____ and _____ of _____
a _____ under the laws of _____
on behalf of the _____.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

_____
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

State of Minnesota }
County of _____ } ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 19____,
by _____
_____.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

_____
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Tax Statements for the real property described in this instrument should be sent to

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

FAILURE TO RECORD OR FILE THIS CONTRACT FOR DEED MAY GIVE OTHER PARTIES PRIORITY OVER PURCHASERS' INTEREST IN THE PROPERTY.

4 MCAR S 1.5004 Assignment of contract for deed by an individual. The recommended form for an assignment of a contract for deed by an individual seller, purchaser, or assignee is contained in Exhibit 4 MCAR S 1.5004-1.

Exhibit 4 MCAR S 1.5004-1

ASSIGNMENT OF CONTRACT FOR DEED
By Individual Seller, Purchaser or Assignee

Form No. 58—M

Miller-Davis Co., Minneapolis
Minnesota Uniform Conveyancing Blanks (1981)

No delinquent taxes and transfer entered;
Certificate of Real Estate Value
( )filed ( )not required

_____, 19__

_____
County Auditor

By _____
Deputy

(reserved for recording data)

Date: _____, 19__

FOR VALUABLE CONSIDERATION, _____
(Marital status)

Assignor (whether one or more), hereby sells, assigns and transfers unto _____,

Assignee (whether one or more), the _____ interest in that certain
(Seller's or Purchaser's)

Contract for Deed dated the ____ day of _____, 19__ made by _____,

as Seller, and _____,

as Purchaser, recorded and/or filed in the office(s) of the County Recorder and/or Registrar of Titles in and for the County of _____, State of Minnesota, on the __ day of _____, 19__ as (Document No. _____, page ____) and/or in Book ____ of _____
(Recording information—County Recorder)

(Document No. _____ in Volume _____, page _____)
(Filing information—Registrar of Titles)

for the sale and conveyance of real property in said County and State, described as follows:

(If more space is needed, continue on back)

Subject to all the covenants of Assignor in said Contract for Deed contained, which Assignee hereby assumes and agrees to keep and perform.

Assignor hereby covenants that there remains unpaid under said Contract for Deed the sum of $_____ with interest thereon from the ____ day of _____, 19__, and that Assignor has good right to sell, transfer and assign said Contract for Deed.

ASSIGNOR(S)

_____

_____

State of Minnesota } ss. _____

County of _____ _____

The foregoing instrument was acknowledged before me this ____ day of _____, 19__,
by _____.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

Tax Statements for the real property described in this instrument should be sent to (include name and address of Assignee)

4 MCAR S 1.5005 Assignment of contract for deed by a corporation or partnership. The recommended form for an assignment of a contract for deed by a corporate or partnership seller, purchaser, or assignee is contained in Exhibit 4 MCAR S 1.5005-1.

Exhibit 4 MCAR S 1.5005-1

ASSIGNMENT OF CONTRACT FOR DEED Form No. 59-M Miller Davis Co. Minneapolis
By Corporate or Partnership Seller, Purchaser or Assignee Minnesota Uniform Conveyancing Blanks (1981)

No delinquent taxes and transfer entered;
Certificate of Real Estate Value
( )filed ( )not required

_____, 19___

_____
County Auditor

By _____
Deputy

(reserved for recording data)

Date: _____, 19___

FOR VALUABLE CONSIDERATION, _____,

a _____ under the laws of _____,

Assignor, hereby sells, assigns and transfers unto _____,

Assignee (whether one or more), the _____ interest in that certain
(Seller's or Purchaser's)

Contract for Deed dated the ____ day of _____, 19___, made by _____,

as Seller, and _____,

as Purchaser, recorded and/or filed in the office(s) of the County Recorder and/or Registrar of Titles in and for the County of _____, State of Minnesota, on the ____ day of _____, 19___, as (Document No. _____, page _____) and/or in Book ____ of _____, page _____)
(Recording information—County Recorder)

(Document No. _____ in Volume _____, page _____)
(Filing information—Registrar of Titles)

for the sale and conveyance of real property in said County and State, described as follows:

(If more space is needed, continue on back)

Subject to all the covenants of Assignor in said Contract for Deed contained, which Assignee hereby assumes and agrees to keep and perform.

Assignor hereby covenants that there remains unpaid under said Contract for Deed the sum of $_____ with interest thereon from the ____ day of _____, 19___, and that Assignor has good right to sell, transfer and assign said Contract for Deed.

ASSIGNOR

_____

By _____
Its _____

By _____
Its _____

State of Minnesota }
County of _____ } ss.

The foregoing was acknowledged before me this ____ day of _____, 19___, by _____ and _____, the _____ and _____, of _____, a _____ under the laws of _____, on behalf of the _____.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

Tax Statements for the real property described in this instrument should be sent to the following name and address of Assignee:

4 MCAR S 1.5006 Affidavit of identity and survivorship. The recommended form for an affidavit of identity and survivorship for death occurring after December 31, 1979 is contained in Exhibit 4 MCAR S 1.5006-1.

Exhibit 4 MCAR S 1.5006-1

AFFIDAVIT OF IDENTITY AND SURVIVORSHIP FOR DEATH OCCURRING AFTER DEC. 31, 1979 Form No. 119-M Miller Davis Co., Minneapolis Minnesota Uniform Conveyancing Blanks (1981)

Transfer entered

_____, 19___

_____
County Auditor

By _____
Deputy

Recording Data

STATE OF MINNESOTA,

COUNTY OF _____

NAME OF DECEDENT

_____

I, _____ and _____,
Name of Affiant Address of Affiant

being first duly sworn, on oath state from personal knowledge:

That the above named decedent is the person named in the certified copy of Certificate of Death attached hereto and made a part hereof.

That the name(s) of the survivor(s) is/are _____

That said decedent on date of death was an owner as a joint tenant/life tenant of the land legally described as follows:

(If more space is needed, continue on back)

as shown by instrument recorded in Book _____ of _____ Page _____, or as Document No. _____ in the office of the County Recorder of _____ County, Minnesota, or as shown on Certificate of Title No. _____, Files of the Registrar of Titles of _____ County Minnesota.

_____
Signature of Affiant

Subscribed and sworn to before me this _____ day of _____, 19___.

_____
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

Tax Statements for the real property described in this instrument should be sent to

4 MCAR S 1.5007 Residential mortgage between individuals. The recommended form for a residential mortgage between individuals is contained in Exhibit 4 MCAR S 1.5007-1.

Exhibit 4 MCAR S 1.5007-1

RESIDENTIAL MORTGAGE Form No. 41½—M

Pursuant to Minn. Stat. Sec. 47.20 (1980) Individual to Individual

Miller-Davis Co., Minneapolis
Minnesota Uniform Conveyancing Blanks (1981)

(reserved for mortgage registry tax payment data)

(reserved for recording data)

MORTGAGE REGISTRY TAX DUE HEREON:
$_____

THIS INDENTURE, Made this _____ day of _____, 19___,

between _____

_____ (Marital Status), Mortgagor (whether one or more),

and _____

_____, Mortgagee (whether one or more),

WITNESSETH, That the Mortgagor, in consideration of the sum of _____ DOLLARS, to the Mortgagor in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, does hereby convey unto the Mortgagee, Forever, all of the land located in the County of _____, and State of Minnesota, described as follows:

together with all hereditaments and appurtenances belonging thereto (the Property).

TO HAVE AND TO HOLD THE SAME, to the Mortgagee forever. The Mortgagor covenants with Mortgagee as follows: That Mortgagor is lawfully seized of the Property and has good right to convey the same; that the Property is free from all encumbrances, except as follows: _____; that the Mortgagee shall quietly enjoy and possess the same; and that the Mortgagor will Warrant and Defend the title to the same against all lawful claims not hereinbefore specifically excepted.

PROVIDED, NEVERTHELESS, That if the Mortgagor shall pay to the Mortgagee the sum of _____ DOLLARS, according to the terms of a promissory note of even date herewith (the Note), the final payment being due and payable on _____ with interest at the rate of _____ percent per annum, and shall repay to the Mortgagee, at the times and with interest as specified, all sums advanced in protecting the lien of this Mortgage, in payment of taxes on the Property, insurance premiums covering buildings thereon, principal or interest on any prior liens, expenses and attorney's fees herein provided for and sums advanced for any other purpose authorized herein, and shall keep and perform all the covenants and agreements herein contained, then this Mortgage shall be null and void, and shall be released at the Mortgagor's expense.

AND THE MORTGAGOR covenants with the Mortgagee as follows:

1. to pay the principal sum of money and interest as specified in the Note;
2. to pay all taxes and assessments now due or that may hereafter become liens against the Property before penalty attaches thereto;
3. to keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, extended coverage perils, vandalism, malicious mischief and, if applicable, steam boiler explosion, for at least the amount of _____ at all times while any amount remains unpaid under this Mortgage. If any of the buildings, improvements or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Mortgagor shall procure and maintain flood insurance in amounts reasonably satisfactory to the Mortgagee. Each insurance policy shall contain a loss

payable clause in favor of the Mortgagee affording all rights and privileges customarily provided under the so-called standard mortgage clause. In the event of damage to the Property by fire or other casualty, the Mortgagor shall promptly give notice of such damage to the Mortgagee and the insurance company. The insurance shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to the Mortgagee. The insurance policies shall provide for not less than ten days written notice to the Mortgagee before cancellation, non-renewal, termination, or change in coverage, and the Mortgagor shall deliver to the Mortgagee a duplicate original or certificate of such insurance policies.

4. to pay, when due, both principal and interest of all prior liens or encumbrances, if any, and to keep the Property free and clear of all other prior liens or encumbrances.
5. to commit or permit no waste on the Property and to keep it in good repair;
6. to complete forthwith any improvements which may hereafter be under course of construction on the Property, and,
7. to pay any other expenses and attorney's fees incurred by the Mortgagee by reason of litigation with any third party for the protection of the lien of this Mortgage.

In case of failure to pay said taxes and assessments, prior liens or encumbrances, expenses and attorney's fees as above specified, or to insure said buildings, improvements, and fixtures and deliver the policies as aforesaid, the Mortgagee may pay such taxes, assessments, prior liens, expenses and attorney's fees and interest thereon, or obtain such insurance, and the sums so paid shall bear interest from the date of such payment at the same rate set forth in the Note, and shall be impressed as an additional lien upon the Property and be immediately due and payable from the Mortgagor to the Mortgagee and this Mortgage shall from date thereof secure the repayment of such advances with interest.

In case of default in any of the foregoing covenants, the Mortgagor confers upon the Mortgagee the option of declaring the unpaid balance of the Note and the interest accrued thereon, together with all sums advanced hereunder, immediately due and payable without notice, and hereby authorizes and empowers the Mortgagee to foreclose this Mortgage by judicial proceedings or to sell the Property at public auction and convey the same to the purchaser in fee simple in accordance with the statute, and out of the moneys arising from such sale to retain all sums secured hereby, with interest and all legal costs and charges of such foreclosure and the maximum attorney's fee permitted by law, which costs, charges and fees the Mortgagor herein agrees to pay.

The Mortgagor and the Mortgagee further covenant and agree as follows:

1. Mortgagor shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
2. Upon default of any covenant or agreement by Mortgagor under the terms of the Note or this Mortgage, Mortgagee prior to foreclosure shall mail notice to Mortgagor as provided herein specifying: (a) the nature of the default by the Mortgagor; (b) the action required to cure such default; (c) a date, not less than thirty (30) days from the date the notice is mailed to Mortgagor by which such default must be cured; and (d) that failure to cure such default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of the Mortgagor to acceleration and sale.
3. In addition to any notice required under applicable law to be given in another manner, (a) any notice to the Mortgagor provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to the Mortgagor at the Property address or at such other address as the Mortgagor may designate by notice in writing to the Mortgagee as provided herein, and (b) any notice to the Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee at the following address: _____

_____.

or to such other address as Mortgagee may designate by notice in writing to the Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

The terms of this Mortgage shall run with the Property and bind the parties hereto and their successors in interest.

IN TESTIMONY WHEREOF, the Mortgagor has hereunto set its hand the day and year first above written.

MORTGAGOR

_____

_____

_____

_____

State of Minnesota }
County of _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 19___,
by _____.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

_____
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

FAILURE TO RECORD OR FILE THIS MORTGAGE
MAY GIVE OTHER PARTIES PRIORITY OVER THIS MORTGAGE.

4 MCAR S 1.5008 Residential mortgage from individual to a corporation or partnership. The recommended form for a residential mortgage from an individual as mortgagor to a corporation or partnership as mortgagee is contained in Exhibit 4 MCAR S 1.5008-1.

Exhibit 4 MCAR S 1.5008-1

RESIDENTIAL MORTGAGE
Pursuant to Minn. Stat. Sec. 47.20 (1981) Individual to Corporation or Partnership Form No. 42½—M Minnesota Uniform Conveyancing Blanks (1981)

(reserved for mortgage registry tax payment data)

(reserved for recording data)

MORTGAGE REGISTRY TAX DUE HEREON:
$_____

THIS INDENTURE, Made this _____ day of _____, 19__,

between _____

_____ (Marital Status), Mortgagor (whether one or more),

and _____

a _____ under the laws of _____, Mortgagee,

WITNESSETH, That the Mortgagor, in consideration of the sum of _____ DOLLARS, to the Mortgagor in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, does hereby convey unto the Mortgagee, Forever, all of the land located in the County of _____, and State of Minnesota, described as follows:

together with all hereditaments and appurtenances belonging thereto (the Property).

TO HAVE AND TO HOLD THE SAME, to the Mortgagee forever. The Mortgagor covenants with Mortgagee as follows: That Mortgagor is lawfully seized of the Property and has good right to convey the same; that the Property is free from all encumbrances, except as follows: _____; that the Mortgagee shall quietly enjoy and possess the same; and that the Mortgagor will Warrant and Defend the title to the same against all lawful claims not hereinbefore specifically excepted.

PROVIDED, NEVERTHELESS, That if the Mortgagor shall pay to the Mortgagee the sum of _____ DOLLARS, according to the terms of a promissory note of even date herewith (the Note), the final payment being due and payable on _____ with interest at the rate of _____ percent per annum, and shall repay to the Mortgagee, at the times and with interest as specified, all sums advanced in protecting the lien of this Mortgage, in payment of taxes on the Property, insurance premiums covering buildings thereon, principal or interest on any prior liens, expenses and attorney's fees herein provided for and sums advanced for any other purpose authorized herein, and shall keep and perform all the covenants and agreements herein contained, then this Mortgage shall be null and void, and shall be released at the Mortgagor's expense.

AND THE MORTGAGOR covenants with the Mortgagee as follows:

1. to pay the principal sum of money and interest as specified in the Note;
2. to pay all taxes and assessments now due or that may hereafter become liens against the Property before penalty attaches thereto;
3. to keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, extended coverage perils, vandalism, malicious mischief and, if applicable, steam boiler explosion, for at least the amount of _____ at all times while any amount remains unpaid under this Mortgage. If any of the buildings, improvements or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Mortgagor shall procure and maintain flood insurance in amounts reasonably satisfactory to the Mortgagee. Each insurance policy shall contain a loss

payable clause in favor of the Mortgagee affording all rights and privileges customarily provided under the so-called standard mortgage clause. In the event of damage to the Property by fire or other casualty, the Mortgagor shall promptly give notice of such damage to the Mortgagee and the insurance company. The insurance shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to the Mortgagee. The insurance policies shall provide for not less than ten days written notice to the Mortgagee before cancellation, non-renewal, termination, or change in coverage, and the Mortgagor shall deliver to the Mortgagee a duplicate original or certificate of such insurance policies.

4. to pay, when due, both principal and interest of all prior liens or encumbrances, if any, and to keep the Property free and clear of all other prior liens or encumbrances;
5. to commit or permit no waste on the Property and to keep it in good repair;
6. to complete forthwith any improvements which may hereafter be under course of construction on the Property, and;
7. to pay any other expenses and attorney's fees incurred by the Mortgagee by reason of litigation with any third party for the protection of the lien of this Mortgage.

In case of failure to pay said taxes and assessments, prior liens or encumbrances, expenses and attorney's fees as above specified, or to insure said buildings, improvements, and fixtures and deliver the policies as aforesaid, the Mortgagee may pay such taxes, assessments, prior liens, expenses and attorney's fees and interest thereon, or obtain such insurance, and the sums so paid shall bear interest from the date of such payment at the same rate set forth in the Note, and shall be impressed as an additional lien upon the Property and be immediately due and payable from the Mortgagor to the Mortgagee and this Mortgage shall from date thereof secure the repayment of such advances with interest.

In case of default in any of the foregoing covenants, the Mortgagor confers upon the Mortgagee the option of declaring the unpaid balance of the Note and the interest accrued thereon, together with all sums advanced hereunder, immediately due and payable without notice, and hereby authorizes and empowers the Mortgagee to foreclose this Mortgage by judicial proceedings or to sell the Property at public auction and convey the same to the purchaser in fee simple in accordance with the statute, and out of the moneys arising from such sale to retain all sums secured hereby, with interest and all legal costs and charges of such foreclosure and the maximum attorney's fee permitted by law, which costs, charges and fees the Mortgagor herein agrees to pay.

The Mortgagor and the Mortgagee further covenant and agree as follows:

1. Mortgagor shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
2. Upon default of any covenant or agreement by Mortgagor under the terms of the Note or this Mortgage, Mortgagee prior to foreclosure shall mail notice to Mortgagor as provided herein specifying: (a) the nature of the default by the Mortgagor; (b) the action required to cure such default; (c) a date, not less than thirty (30) days from the date the notice is mailed to Mortgagor by which such default must be cured; and (d) that failure to cure such default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of the Mortgagor to acceleration and sale.
3. In addition to any notice required under applicable law to be given in another manner, (a) any notice to the Mortgagor provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to the Mortgagor at the Property address or at such other address as the Mortgagor may designate by notice in writing to the Mortgagee as provided herein, and (b) any notice to the Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee at the following address: _____

_____.

or to such other address as Mortgagee may designate by notice in writing to the Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

The terms of this Mortgage shall run with the Property and bind the parties hereto and their successors in interest.

IN TESTIMONY WHEREOF, the Mortgagor has hereunto set its hand the day and year first above written.

MORTGAGOR

_____

_____

_____

_____

State of Minnesota } ss.

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19___

by _____.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

_____

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

FAILURE TO RECORD OR FILE THIS MORTGAGE
MAY GIVE OTHER PARTIES PRIORITY OVER THIS MORTGAGE.

APPROVED AS TO LEGALITY
September 13, 19 82
WARREN SPANNAUS, ATTORNEY GENERAL
BY [signature]
SPECIAL ASSISTANT ATTORNEY GENERAL

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED
SEP 13 1982
Joan
Secretary of State
10:25 a.m.

Rules as Proposed (all new material)

4 MCAR S 1.5000 Contract for deed with individual seller. The recommended form for a contract for deed when there is an individual seller is contained in Exhibit 4 MCAR S 1.5000-1.

Exhibit 4 MCAR S 1.5000-1

CONTRACT FOR DEED **Form No. 54-M** Minnesota Uniform Conveyancing Blanks (1978) Miller Davis Co., Minneapolis

Individual Seller

No delinquent taxes and transfer entered;
Certificate of Real Estate Value
( )filed ( )not required
_____, 19____.

_____
County Auditor

By _____
Deputy

(reserved for mortgage registry tax payment data)

(reserved for recording data)

MORTGAGE REGISTRY TAX DUE HEREON:

$_____

Date: _____, 19____

THIS CONTRACT FOR DEED is made on the above date by _____

_____, _____
(marital status)

Seller (whether one or more), and _____

_____, Purchaser (whether one or more).

Seller and Purchaser agree to the following terms:

1. PROPERTY DESCRIPTION. Seller hereby sells, and Purchaser hereby buys, real property in _____ County, Minnesota, described as follows:

together with all hereditaments and appurtenances belonging thereto (the Property).

2. TITLE. Seller warrants that title to the Property is, on the date of this contract, subject only to the following exceptions:
   (a) Covenants, conditions, restrictions, declarations and easements of record, if any;
   (b) Reservations of minerals or mineral rights by the State of Minnesota, if any;
   (c) Building, zoning and subdivision laws and regulations;
   (d) The lien of real estate taxes and installments of special assessments which are payable by Purchaser pursuant to paragraph 6 of this contract; and
   (e) The following liens or encumbrances:

3. DELIVERY OF DEED AND EVIDENCE OF TITLE. Upon Purchaser's prompt and full performance of this contract, Seller shall:
   (a) Execute, acknowledge and deliver to Purchaser a _____ Deed, in recordable form, conveying marketable title to the Property to Purchaser, subject only to the following exceptions:
      (i) Those exceptions referred to in paragraph 2(a), (b), (c) and (d) of this contract;
      (ii) Liens, encumbrances, adverse claims or other matters which Purchaser has created, suffered or permitted to accrue after the date of this contract; and

APPROVED IN THE REVISOR OF STATUTES OFFICE BY:

(iii) The following liens or encumbrances:

; and

(b) Deliver to Purchaser the abstract of title to the Property or, if the title is registered, the owner's duplicate certificate of title.

4. PURCHASE PRICE. Purchaser shall pay to Seller, at _____, the sum of _____ ($_____), as and for the purchase price for the Property, payable as follows:

5. PREPAYMENT. Unless otherwise provided in this contract, Purchaser shall have the right to fully or partially prepay this contract at any time without penalty. Any partial prepayment shall be applied first to payment of amounts then due under this contract, including unpaid accrued interest, and the balance shall be applied to the principal installments to be paid in the inverse order of their maturity. Partial prepayment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments.

6. REAL ESTATE TAXES AND ASSESSMENTS. Purchaser shall pay, before penalty accrues, all real estate taxes and installments of special assessments assessed against the Property which are due and payable in the year 19___ and in all subsequent years. Real estate taxes and installments of special assessments which are due and payable in the year in which this contract is dated shall be paid as follows:

Seller warrants that the real estate taxes and installments of special assessments which were due and payable in the years preceding the year in which this contract is dated are paid in full.

7. PROPERTY INSURANCE.
   (a) INSURED RISKS AND AMOUNT. Purchaser shall keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, extended coverage perils, vandalism, malicious mischief and, if applicable, steam boiler explosion for at least the amount of _____. If any of the buildings, improvements or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Purchaser shall procure and maintain flood insurance in amounts reasonably satisfactory to Seller.
   (b) OTHER TERMS. The insurance policy shall contain a loss payable clause in favor of Seller which provides that Seller's right to recover under the insurance shall not be impaired by any acts or omissions of Purchaser or Seller, and that Seller shall otherwise be afforded all rights and privileges customarily provided a mortgagee under the so-called standard mortgage clause.
   (c) NOTICE OF DAMAGE. In the event of damage to the Property by fire or other casualty, Purchaser shall promptly give notice of such damage to Seller and the insurance company.

8. DAMAGE TO THE PROPERTY.
   (a) APPLICATION OF INSURANCE PROCEEDS. If the Property is damaged by fire or other casualty, the insurance proceeds paid on account of such damage shall be applied to payment of the amounts payable by Purchaser under this contract, even if such amounts are not then due to be paid, unless Purchaser makes a permitted election described in the next paragraph. Such amounts shall be first applied to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance of insurance proceeds, if any, shall be the property of Purchaser.

APPROVED IN THE
REVISOR OF STATUTES
OFFICE BY:

(b) PURCHASER'S ELECTION TO REBUILD. If Purchaser is not in default under this contract, or after curing any such default, and if the mortgagees in any prior mortgages and sellers in any prior contracts for deed do not require otherwise, Purchaser may elect to have that portion of such insurance proceeds necessary to repair, replace or restore the damaged Property (the repair work) deposited in escrow with a bank or title insurance company qualified to do business in the State of Minnesota, or such other party as may be mutually agreeable to Seller and Purchaser. The election may only be made by written notice to Seller within sixty days after the damage occurs. Also, the election will only be permitted if the plans and specifications and contracts for the repair work are approved by Seller, which approval Seller shall not unreasonably withhold or delay. If such a permitted election is made by Purchaser, Seller and Purchaser shall jointly deposit, when paid, such insurance proceeds into such escrow. If such insurance proceeds are insufficient for the repair work, Purchaser shall, before the commencement of the repair work, deposit into such escrow sufficient additional money to insure the full payment for the repair work. Even if the insurance proceeds are unavailable or are insuffficient to pay the cost of the repair work, Purchaser shall at all times be responsible to pay the full cost of the repair work. All escrowed funds shall be disbursed by the escrowee in accordance with generally accepted sound construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be deposited by Purchaser into such escrow before the commencement of the repair work. Purchaser shall complete the repair work as soon as reasonably possible and in a good and workmanlike manner, and in any event the repair work shall be completed by Purchaser within one year after the damage occurs. If, following the completion of and payment for the repair work, there remain any undisbursed escrow funds, such funds shall be applied to payment of the amounts payable by Purchaser under this contract in accordance with paragraph 8 (a) above.

9. INJURY OR DAMAGE OCCURRING ON THE PROPERTY.
   (a) LIABILITY. Seller shall be free from liability and claims for damages by reason of injuries occurring on or after the date of this contract to any person or persons or property while on or about the Property. Purchaser shall defend and indemnify Seller from all liability, loss, costs and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries. However, Purchaser shall have no liability or obligation to Seller for such injuries which are caused by the negligence or intentional wrongful acts or omissions of Seller.
   (b) LIABILITY INSURANCE. Purchaser shall, at Purchaser's own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the Property in amounts reasonably satisfactory to Seller and naming Seller as an additional insured.
10. INSURANCE, GENERALLY. The insurance which Purchaser is required to procure and maintain pursuant to paragraphs 7 and 9 of this contract shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to Seller. The insurance shall be maintained by Purchaser at all times while any amount remains unpaid under this contract. The insurance policies shall provide for not less than ten days written notice to Seller before cancellation, non-renewal, termination or change in coverage, and Purchaser shall deliver to Seller a duplicate original or certificate of such insurance policy or policies.
11. CONDEMNATION. If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchaser under this contract, even if such amounts are not then due to be paid. Such amounts shall be applied first to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance, if any, shall be the property of Purchaser.
12. WASTE, REPAIR AND LIENS. Purchaser shall not remove or demolish any buildings, improvements or fixtures now or later located on or a part of the Property, nor shall Purchaser commit or allow waste of the Property. Purchaser shall maintain the Property in good condition and repair. Purchaser shall not create or permit to accrue liens or adverse claims against the Property which constitute a lien or claim against Seller's interest in the Property. Purchaser shall pay to Seller all amounts, costs and expenses, including reasonable attorneys' fees, incurred by Seller to remove any such liens or adverse claims.
13. DEED AND MORTGAGE REGISTRY TAXES. Seller shall, upon Purchaser's full performance of this contract, pay the deed tax due upon the recording or filing of the deed to be delivered by Seller to Purchaser. The mortgage registry tax due upon the recording or filing of this contract shall be paid by the party who records or files this contract; however, this provision shall not impair the right of Seller to collect from Purchaser the amount of such tax actually paid by Seller as provided in the applicable law governing default and service of notice of termination of this contract.
14. NOTICE OF ASSIGNMENT. If either Seller or Purchaser assigns their interest in the Property, a copy of such assignment shall promptly be furnished to the non-assigning party.
15. PROTECTION OF INTERESTS. If Purchaser fails to pay any sum of money required under the terms of this contract or fails to perform any of Purchaser's obligations as set forth in this contract, Seller may, at Seller's option, pay the same or cause the same to be performed, or both, and the amounts so paid by Seller and the cost of such performance shall be payable at once, with interest at the rate stated in paragraph 4 of this contract, as an additional amount due Seller under this contract.
    If there now exists, or if Seller hereafter creates, suffers or permits to accrue, any mortgage, contract for deed, lien or encumbrance against the Property which is not herein expressly assumed by Purchaser, and provided Purchaser is not in default under this contract, Seller shall timely pay all amounts due thereon, and if Seller fails to do so, Purchaser may, at Purchaser's option, pay any such delinquent amounts and deduct the amounts paid from the installment(s) next coming due under this contract.
16. DEFAULT. The time of performance by Purchaser of the terms of this contract is an essential part of this contract. Should Purchaser fail to timely perform any of the terms of this contract, Seller may, at Seller's option, elect to declare this contract cancelled and terminated by notice to Purchaser in accordance with applicable law. All right, title and interest acquired under this contract by Purchaser shall then cease and terminate, and all improvements made upon the Property and all payments made by Purchaser pursuant to this contract shall belong to Seller as liquidated damages for breach of this contract. Neither the extension of the time for payment of any sum of money to be paid hereunder nor any waiver by Seller of Seller's rights to declare this contract forfeited by reason of any breach shall in any manner affect Seller's right to cancel this contract because of defaults subsequently occurring, and no extension of time shall be valid unless agreed to in writing. After service of notice of default and failure to cure such default within the period allowed by law, Purchaser shall, upon demand, surrender possession of the Property to Seller, but Purchaser shall be entitled to possession of the Property until the expiration of such period.
17. BINDING EFFECT. The terms of this contract shall run with the land and bind the parties hereto and their successors in interest.

APPROVED IN THE
REVISOR OF STATUTES
OFFICE BY:

18. HEADINGS. Headings of the paragraphs of this contract are for convenience only and do not define, limit or construe the contents of such paragraphs.

19. ASSESSMENTS BY OWNERS' ASSOCIATION. If the Property is subject to a recorded declaration providing for assessments to be levied against the Property by any owners' association, which assessments may become a lien against the Property if not paid, then:
(a) Purchaser shall promptly pay, when due, all assessments imposed by the owners' association or other governing body as required by the provisions of the declaration or other related documents; and
(b) So long as the owners' association maintains a master or blanket policy of insurance against fire, extended coverage perils and such other hazards and in such amounts as are required by this contract, then:
(i) Purchaser's obligation in this contract to maintain hazard insurance coverage on the Property is satisfied; and
(ii) The provisions in paragraph 8 of this contract regarding application of insurance proceeds shall be superceded by the provisions of the declaration or other related documents; and
(iii) In the event of a distribution of insurance proceeds in lieu of restoration or repair following an insured casualty loss to the Property, any such proceeds payable to Purchaser are hereby assigned and shall be paid to Seller for application to the sum secured by this contract, with the excess, if any, paid to Purchaser.

20. ADDITIONAL TERMS:

SELLER(S) PURCHASER(S)

_____ _____

_____ _____

_____ _____

_____ _____

State of Minnesota }
} ss.
County of _____ }

The foregoing instrument was acknowledged before me this ___ day of _____, 19___,
by _____
_____.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

_____
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

State of Minnesota }
} ss.
County of _____ }

The foregoing instrument was acknowledged before me this ___ day of _____, 19___,
by _____
_____.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

_____
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Tax Statements for the real property described in this instrument should be sent to:

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

FAILURE TO RECORD OR FILE THIS CONTRACT FOR DEED MAY GIVE OTHER PARTIES PRIORITY OVER PURCHASER'S INTEREST IN THE PROPERTY.

APPROVED IN THE
REVISOR OF STATUTES
OFFICE BY:

_____

4 MCAR S 1.5001 Contract for deed with joint tenants as purchasers. The recommended form for a contract for deed when the purchasers are joint tenants is contained in Exhibit 4 MCAR S 1.5001-1.

Exhibit 4 MCAR S 1.5001-1

CONTRACT FOR DEED Form No. 55-M Minnesota Uniform Conveyancing Blanks (1976) Miller-Davis Co., Minneapolis
Individuals(s) to Joint Tenants

No delinquent taxes and transfer entered;
Certificate of Real Estate Value
( )filed ( )not required
_____, 19____.

_____
County Auditor

By _____
Deputy

(reserved for mortgage registry tax payment data)

(reserved for recording data)

MORTGAGE REGISTRY TAX DUE HEREON:

$_____

Date: _____, 19____

THIS CONTRACT FOR DEED is made on the above date by _____

_____, _____
(marital status)

Seller (whether one or more), and _____

_____, Purchasers, as joint tenants.

Seller and Purchasers agree to the following terms:

1. PROPERTY DESCRIPTION. Seller hereby sells, and Purchasers hereby buy, real property in _____ County, Minnesota, described as follows:

together with all hereditaments and appurtenances belonging thereto (the Property).

2. TITLE. Seller warrants that title to the Property is, on the date of this contract, subject only to the following exceptions:
   (a) Covenants, conditions, restrictions, declarations and easements of record, if any;
   (b) Reservations of minerals or mineral rights by the State of Minnesota, if any;
   (c) Building, zoning and subdivision laws and regulations;
   (d) The lien of real estate taxes and installments of special assessments which are payable by Purchasers pursuant to paragraph 6 of this contract; and
   (e) The following liens or encumbrances:

3. DELIVERY OF DEED AND EVIDENCE OF TITLE. Upon Purchasers' prompt and full performance of this contract, Seller shall:
   (a) Execute, acknowledge and deliver to Purchasers a _____ Deed, in recordable form, conveying marketable title to the Property to Purchasers, subject only to the following exceptions:
      (i) Those exceptions referred to in paragraph 2(a), (b), (c) and (d) of this contract;
      (ii) Liens, encumbrances, adverse claims or other matters which Purchasers have created, suffered or permitted to accrue after the date of this contract; and

APPROVED IN THE REVISOR OF STATUTES OFFICE BY:

_____

(iii) The following liens or encumbrances:

; and

(b) Deliver to Purchasers the abstract of title to the Property or, if the title is registered, the owner's duplicate certificate of title.

4. PURCHASE PRICE. Purchasers shall pay to Seller, at _____ _____, the sum of _____ ($_____), as and for the purchase price for the Property, payable as follows:

5. PREPAYMENT. Unless otherwise provided in this contract, Purchasers shall have the right to fully or partially prepay this contract at any time without penalty. Any partial prepayment shall be applied first to payment of amounts then due under this contract, including unpaid accrued interest, and the balance shall be applied to the principal installments to be paid in the inverse order of their maturity. Partial prepayment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments.

6. REAL ESTATE TAXES AND ASSESSMENTS. Purchasers shall pay, before penalty accrues, all real estate taxes and installments of special assessments assessed against the Property which are due and payable in the year 19___ and in all subsequent years. Real estate taxes and installments of special assessments which are due and payable in the year in which this contract is dated shall be paid as follows:

Seller warrants that the real estate taxes and installments of special assessments which were due and payable in the years preceding the year in which this contract is dated are paid in full.

7. PROPERTY INSURANCE.
   (a) INSURED RISKS AND AMOUNT. Purchasers shall keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, extended coverage perils, vandalism, malicious mischief and, if applicable, steam boiler explosion for at least the amount of _____. If any of the buildings, improvements or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Purchasers shall procure and maintain flood insurance in amounts reasonably satisfactory to Seller.
   (b) OTHER TERMS. The insurance policy shall contain a loss payable clause in favor of Seller which provides that Seller's right to recover under the insurance shall not be impaired by any acts or omissions of Purchasers or Seller, and that Seller shall otherwise be afforded all rights and privileges customarily provided a mortgagee under the so-called standard mortgage clause.
   (c) NOTICE OF DAMAGE. In the event of damage to the Property by fire or other casualty, Purchasers shall promptly give notice of such damage to Seller and the insurance company.

8. DAMAGE TO THE PROPERTY.
   (a) APPLICATION OF INSURANCE PROCEEDS. If the Property is damaged by fire or other casualty, the insurance proceeds paid on account of such damage shall be applied to payment of the amounts payable by Purchasers under this contract, even if such amounts are not then due to be paid, unless Purchasers make a permitted election described in the next paragraph. Such amounts shall be first applied to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance of insurance proceeds, if any, shall be the property of Purchasers.

APPROVED IN THE
REVISOR OF STATUTES
OFFICE BY:

(b) PURCHASERS' ELECTION TO REBUILD. If Purchasers are not in default under this contract, or after curing any such default, and if the mortgagees in any prior mortgages and sellers in any prior contracts for deed do not require otherwise, Purchasers may elect to have that portion of such insurance proceeds necessary to repair, replace or restore the damaged Property (the repair work) deposited in escrow with a bank or title insurance company qualified to do business in the State of Minnesota, or such other party as may be mutually agreeable to Seller and Purchasers. The election may only be made by written notice to Seller within sixty days after the damage occurs. Also, the election will only be permitted if the plans and specifications and contracts for the repair work are approved by Seller, which approval Seller shall not unreasonably withhold or delay. If such a permitted election is made by Purchasers, Seller and Purchasers shall jointly deposit, when paid, such insurance proceeds into such escrow. If such insurance proceeds are insufficient for the repair work, Purchasers shall, before the commencement of the repair work, deposit into such escrow sufficient additional money to insure the full payment for the repair work. Even if the insurance proceeds are unavailable or are insuffficient to pay the cost of the repair work, Purchasers shall at all times be responsible to pay the full cost of the repair work. All escrowed funds shall be disbursed by the escrowee in accordance with generally accepted sound construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be deposited by Purchasers into such escrow before the commencement of the repair work. Purchasers shall complete the repair work as soon as reasonably possible and in a good and workmanlike manner, and in any event the repair work shall be completed by Purchasers within one year after the damage occurs. If, following the completion of and payment for the repair work, there remain any undisbursed escrow funds, such funds shall be applied to payment of the amounts payable by Purchasers under this contract in accordance with paragraph 8 (a) above.

9. INJURY OR DAMAGE OCCURRING ON THE PROPERTY.
   (a) LIABILITY. Seller shall be free from liability and claims for damages by reason of injuries occurring on or after the date of this contract to any person or persons or property while on or about the Property. Purchasers shall defend and indemnify Seller from all liability, loss, costs and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries. However, Purchasers shall have no liability or obligation to Seller for such injuries which are caused by the negligence or intentional wrongful acts or omissions of Seller.
   (b) LIABILITY INSURANCE. Purchasers shall, at their own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the Property in amounts reasonably satisfactory to Seller and naming Seller as an additional insured.
10. INSURANCE, GENERALLY. The insurance which Purchasers are required to procure and maintain pursuant to paragraphs 7 and 9 of this contract shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to Seller. The insurance shall be maintained by Purchasers at all times while any amount remains unpaid under this contract. The insurance policies shall provide for not less than ten days written notice to Seller before cancellation, non-renewal, termination or change in coverage, and Purchasers shall deliver to Seller a duplicate original or certificate of such insurance policy or policies.
11. CONDEMNATION. If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchasers under this contract, even if such amounts are not then due to be paid. Such amounts shall be applied first to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance, if any, shall be the property of Purchasers.
12. WASTE, REPAIR AND LIENS. Purchasers shall not remove or demolish any buildings, improvements or fixtures now or later located on or a part of the Property, nor shall Purchasers commit or allow waste of the Property. Purchasers shall maintain the Property in good condition and repair. Purchasers shall not create or permit to accrue liens or adverse claims against the Property which constitute a lien or claim against Seller's interest in the Property. Purchasers shall pay to Seller all amounts, costs and expenses, including reasonable attorneys' fees, incurred by Seller to remove any such liens or adverse claims.
13. DEED AND MORTGAGE REGISTRY TAXES. Seller shall, upon Purchasers' full performance of this contract, pay the deed tax due upon the recording or filing of the deed to be delivered by Seller to Purchasers. The mortgage registry tax due upon the recording or filing of this contract shall be paid by the party who records or files this contract; however, this provision shall not impair the right of Seller to collect from Purchasers the amount of such tax actually paid by Seller as provided in the applicable law governing default and service of notice of termination of this contract.
14. NOTICE OF ASSIGNMENT. If either Seller or Purchasers assign their interest in the Property, a copy of such assignment shall promptly be furnished to the non-assigning party.
15. PROTECTION OF INTERESTS. If Purchasers fail to pay any sum of money required under the terms of this contract or fail to perform any of their obligations as set forth in this contract, Seller may, at Seller's option, pay the same or cause the same to be performed, or both, and the amounts so paid by Seller and the cost of such performance shall be payable at once, with interest at the rate stated in paragraph 4 of this contract, as an additional amount due Seller under this contract.
    If there now exists, or if Seller hereafter creates, suffers or permits to accrue, any mortgage, contract for deed, lien or encumbrance against the Property which is not herein expressly assumed by Purchasers, and provided Purchasers are not in default under this contract, Seller shall timely pay all amounts due thereon, and if Seller fails to do so, Purchasers may, at their option, pay any such delinquent amounts and deduct the amounts paid from the installment(s) next coming due under this contract.
16. DEFAULT. The time of performance by Purchasers of the terms of this contract is an essential part of this contract. Should Purchasers fail to timely perform any of the terms of this contract, Seller may, at Seller's option; elect to declare this contract cancelled and terminated by notice to Purchasers in accordance with applicable law. All right, title and interest acquired under this contract by Purchasers shall then cease and terminate, and all improvements made upon the Property and all payments made by Purchasers pursuant to this contract shall belong to Seller as liquidated damages for breach of this contract. Neither the extension of the time for payment of any sum of money to be paid hereunder nor any waiver by Seller of Seller's rights to declare this contract forfeited by reason of any breach shall in any manner affect Seller's right to cancel this contract because of defaults subsequently occurring, and no extension of time shall be valid unless agreed to in writing. After service of notice of default and failure to cure such default within the period allowed by law, Purchasers shall, upon demand, surrender possession of the Property to Seller, but Purchasers shall be entitled to possession of the Property until the expiration of such period.
17. BINDING EFFECT. The terms of this contract shall run with the land and bind the parties hereto and their successors in interest.

APPROVED IN THE
REVISOR OF STATUTES
OFFICE BY:

_____

18. HEADINGS. Headings of the paragraphs of this contract are for convenience only and do not define, limit or construe the contents of such paragraphs.

19. ASSESSMENTS BY OWNERS' ASSOCIATION. If the Property is subject to a recorded declaration providing for assessments to be levied against the Property by any owners' association, which assessments may become a lien against the Property if not paid, then:
(a) Purchasers shall promptly pay, when due, all assessments imposed by the owners' association or other governing body as required by the provisions of the declaration or other related documents; and
(b) So long as the owners' association maintains a master or blanket policy of insurance against fire, extended coverage perils and such other hazards and in such amounts as are required by this contract, then:
(i) Purchasers' obligation in this contract to maintain hazard insurance coverage on the Property is satisfied; and
(ii) The provisions in paragraph 8 of this contract regarding application of insurance proceeds shall be superceded by the provisions of the declaration or other related documents; and
(iii) In the event of a distribution of insurance proceeds in lieu of restoration or repair following an insured casualty loss to the Property, any such proceeds payable to Purchasers are hereby assigned and shall be paid to Seller for application to the sum secured by this contract, with the excess, if any, paid to Purchasers.

20. ADDITIONAL TERMS:

SELLER(S)

_____

_____

_____

_____

PURCHASERS

_____

_____

_____

_____

State of Minnesota }
} ss.
County of _____ }

The foregoing instrument was acknowledged before me this ____ day of _____, 19____,
by _____
_____.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

_____
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

State of Minnesota }
} ss.
County of _____ }

The foregoing instrument was acknowledged before me this ____ day of _____, 19____,
by _____
_____.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

_____
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Tax Statements for the real property described in this instrument should be sent to

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

FAILURE TO RECORD OR FILE THIS CONTRACT FOR DEED MAY GIVE OTHER PARTIES PRIORITY OVER PURCHASERS' INTEREST IN THE PROPERTY.

APPROVED IN THE
REVISOR OF STATUTES
OFFICE BY:

_____

4 MCAR S 1.5002 Contract for deed from a corporation or partnership seller. The recommended form for a contract for deed when there is a corporation or partnership seller is contained in Exhibit 4 MCAR S 1.5002-1.

Exhibit 4 MCAR S 1.5002-1

CONTRACT FOR DEED Form No. 56-M Minnesota Uniform Conveyancing Blanks (1978) Miller-Davis Co., Minneapolis
Corporation or Partnership Seller

No delinquent taxes and transfer entered;
Certificate of Real Estate Value
( )filed ( )not required
_____, 19__.

_____
County Auditor

By _____
Deputy

(reserved for mortgage registry tax payment data)

(reserved for recording data)

MORTGAGE REGISTRY TAX DUE HEREON:

$_____

Date: _____, 19__

THIS CONTRACT FOR DEED is made on the above date by _____

_____, a _____ under the laws of _____

Seller, and _____

_____, Purchaser (whether one or more).

Seller and Purchaser agree to the following terms:

1. PROPERTY DESCRIPTION. Seller hereby sells, and Purchaser hereby buys, real property in _____ County, Minnesota, described as follows:

together with all hereditaments and appurtenances belonging thereto (the Property).

2. TITLE. Seller warrants that title to the Property is, on the date of this contract, subject only to the following exceptions:
   (a) Covenants, conditions, restrictions, declarations and easements of record, if any;
   (b) Reservations of minerals or mineral rights by the State of Minnesota, if any;
   (c) Building, zoning and subdivision laws and regulations;
   (d) The lien of real estate taxes and installments of special assessments which are payable by Purchaser pursuant to paragraph 6 of this contract; and
   (e) The following liens or encumbrances:

3. DELIVERY OF DEED AND EVIDENCE OF TITLE. Upon Purchaser's prompt and full performance of this contract, Seller shall:
   (a) Execute, acknowledge and deliver to Purchaser a _____ Deed, in recordable form, conveying marketable title to the Property to Purchaser, subject only to the following exceptions:
      (i) Those exceptions referred to in paragraph 2(a), (b), (c) and (d) of this contract;
      (ii) Liens, encumbrances, adverse claims or other matters which Purchaser has created, suffered or permitted to accrue after the date of this contract; and

APPROVED IN THE REVISOR OF STATUTES OFFICE BY:

_____

(iii) The following liens or encumbrances:

: and

(b) Deliver to Purchaser the abstract of title to the Property or, if the title is registered, the owner's duplicate certificate of title.

4. PURCHASE PRICE. Purchaser shall pay to Seller, at _____, the sum of _____ ($_____), as and for the purchase price for the Property, payable as follows:

5. PREPAYMENT. Unless otherwise provided in this contract, Purchaser shall have the right to fully or partially prepay this contract at any time without penalty. Any partial prepayment shall be applied first to payment of amounts then due under this contract, including unpaid accrued interest, and the balance shall be applied to the principal installments to be paid in the inverse order of their maturity. Partial prepayment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments.

6. REAL ESTATE TAXES AND ASSESSMENTS. Purchaser shall pay, before penalty accrues, all real estate taxes and installments of special assessments assessed against the Property which are due and payable in the year 19___ and in all subsequent years. Real estate taxes and installments of special assessments which are due and payable in the year in which this contract is dated shall be paid as follows:

Seller warrants that the real estate taxes and installments of special assessments which were due and payable in the years preceding the year in which this contract is dated are paid in full.

7. PROPERTY INSURANCE.
   (a) INSURED RISKS AND AMOUNT. Purchaser shall keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, extended coverage perils, vandalism, malicious mischief and, if applicable, steam boiler explosion for at least the amount of _____. If any of the buildings, improvements or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Purchaser shall procure and maintain flood insurance in amounts reasonably satisfactory to Seller.
   (b) OTHER TERMS. The insurance policy shall contain a loss payable clause in favor of Seller which provides that Seller's right to recover under the insurance shall not be impaired by any acts or omissions of Purchaser or Seller, and that Seller shall otherwise be afforded all rights and privileges customarily provided a mortgagee under the so-called standard mortgage clause.
   (c) NOTICE OF DAMAGE. In the event of damage to the Property by fire or other casualty, Purchaser shall promptly give notice of such damage to Seller and the insurance company.

8. DAMAGE TO THE PROPERTY.
   (a) APPLICATION OF INSURANCE PROCEEDS. If the Property is damaged by fire or other casualty, the insurance proceeds paid on account of such damage shall be applied to payment of the amounts payable by Purchaser under this contract, even if such amounts are not then due to be paid, unless Purchaser makes a permitted election described in the next paragraph. Such amounts shall be first applied to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance of insurance proceeds, if any, shall be the property of Purchaser.

APPROVED IN THE
REVISOR OF STATUTES
OFFICE BY:

(b) PURCHASER'S ELECTION TO REBUILD. If Purchaser is not in default under this contract, or after curing any such default, and if the mortgagees in any prior mortgages and sellers in any prior contracts for deed do not require otherwise, Purchaser may elect to have that portion of such insurance proceeds necessary to repair, replace or restore the damaged Property (the repair work) deposited in escrow with a bank or title insurance company qualified to do business in the State of Minnesota, or such other party as may be mutually agreeable to Seller and Purchaser. The election may only be made by written notice to Seller within sixty days after the damage occurs. Also, the election will only be permitted if the plans and specifications and contracts for the repair work are approved by Seller, which approval Seller shall not unreasonably withhold or delay. If such a permitted election is made by Purchaser, Seller and Purchaser shall jointly deposit, when paid, such insurance proceeds into such escrow. If such insurance proceeds are insufficient for the repair work, Purchaser shall, before the commencement of the repair work, deposit into such escrow sufficient additional money to insure the full payment for the repair work. Even if the insurance proceeds are unavailable or are insuffficient to pay the cost of the repair work, Purchaser shall at all times be responsible to pay the full cost of the repair work. All escrowed funds shall be disbursed by the escrowee in accordance with generally accepted sound construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be deposited by Purchaser into such escrow before the commencement of the repair work. Purchaser shall complete the repair work as soon as reasonably possible and in a good and workmanlike manner, and in any event the repair work shall be completed by Purchaser within one year after the damage occurs. If, following the completion of and payment for the repair work, there remain any undisbursed escrow funds, such funds shall be applied to payment of the amounts payable by Purchaser under this contract in accordance with paragraph 8 (a) above.

9. INJURY OR DAMAGE OCCURRING ON THE PROPERTY.
   (a) LIABILITY. Seller shall be free from liability and claims for damages by reason of injuries occurring on or after the date of this contract to any person or persons or property while on or about the Property. Purchaser shall defend and indemnify Seller from all liability, loss, costs and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries. However, Purchaser shall have no liability or obligation to Seller for such injuries which are caused by the negligence or intentional wrongful acts or omissions of Seller.
   (b) LIABILITY INSURANCE. Purchaser shall, at Purchaser's own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occuring on or about the Property in amounts reasonably satisfactory to Seller and naming Seller as an additional insured.
10. INSURANCE, GENERALLY. The insurance which Purchaser is required to procure and maintain pursuant to paragraphs 7 and 9 of this contract shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to Seller. The insurance shall be maintained by Purchaser at all times while any amount remains unpaid under this contract. The insurance policies shall provide for not less than ten days written notice to Seller before cancellation, non-renewal, termination or change in coverage, and Purchaser shall deliver to Seller a duplicate original or certificate of such insurance policy or policies.
11. CONDEMNATION. If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchaser under this contract, even if such amounts are not then due to be paid. Such amounts shall be applied first to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance, if any, shall be the property of Purchaser.
12. WASTE, REPAIR AND LIENS. Purchaser shall not remove or demolish any buildings, improvements or fixtures now or later located on or a part of the Property, nor shall Purchaser commit or allow waste of the Property. Purchaser shall maintain the Property in good condition and repair. Purchaser shall not create or permit to accrue liens or adverse claims against the Property which constitute a lien or claim against Seller's interest in the Property. Purchaser shall pay to Seller all amounts, costs and expenses, including reasonable attorneys' fees, incurred by Seller to remove any such liens or adverse claims.
13. DEED AND MORTGAGE REGISTRY TAXES. Seller shall, upon Purchaser's full performance of this contract, pay the deed tax due upon the recording or filing of the deed to be delivered by Seller to Purchaser. The mortgage registry tax due upon the recording or filing of this contract shall be paid by the party who records or files this contract; however, this provision shall not impair the right of Seller to collect from Purchaser the amount of such tax actually paid by Seller as provided in the applicable law governing default and service of notice of termination of this contract.
14. NOTICE OF ASSIGNMENT. If either Seller or Purchaser assigns their interest in the Property, a copy of such assignment shall promptly be furnished to the non-assigning party.
15. PROTECTION OF INTERESTS. If Purchaser fails to pay any sum of money required under the terms of this contract or fails to perform any of Purchaser's obligations as set forth in this contract, Seller may, at Seller's option, pay the same or cause the same to be performed, or both, and the amounts so paid by Seller and the cost of such performance shall be payable at once, with interest at the rate stated in paragraph 4 of this contract, as an additional amount due Seller under this contract.
If there now exists, or if Seller hereafter creates, suffers or permits to accrue, any mortgage, contract for deed, lien or encumbrance against the Property which is not herein expressly assumed by Purchaser, and provided Purchaser is not in default under this contract, Seller shall timely pay all amounts due thereon, and if Seller fails to do so, Purchaser may, at Purchaser's option, pay any such delinquent amounts and deduct the amounts paid from the installment(s) next coming due under this contract.
16. DEFAULT. The time of performance by Purchaser of the terms of this contract is an essential part of this contract. Should Purchaser fail to timely perform any of the terms of this contract, Seller may, at Seller's option, elect to declare this contract cancelled and terminated by notice to Purchaser in accordance with applicable law. All right, title and interest acquired under this contract by Purchaser shall then cease and terminate, and all improvements made upon the Property and all payments made by Purchaser pursuant to this contract shall belong to Seller as liquidated damages for breach of this contract. Neither the extension of the time for payment of any sum of money to be paid hereunder nor any waiver by Seller of Seller's rights to declare this contract forfeited by reason of any breach shall in any manner affect Seller's right to cancel this contract because of defaults subsequently occurring, and no extension of time shall be valid unless agreed to in writing. After service of notice of default and failure to cure such default within the period allowed by law, Purchaser shall, upon demand, surrender possession of the Property to Seller, but Purchaser shall be entitled to possession of the Property until the expiration of such period.
17. BINDING EFFECT. The terms of this contract shall run with the land and bind the parties hereto and their successors in interest.

APPROVED IN THE
REVISOR OF STATUTES
OFFICE BY:

18. HEADINGS. Headings of the paragraphs of this contract are for convenience only and do not define, limit or construe the contents of such paragraphs.

19. ASSESSMENTS BY OWNERS' ASSOCIATION. If the Property is subject to a recorded declaration providing for assessments to be levied against the Property by any owners' association, which assessments may become a lien against the Property if not paid, then:
(a) Purchaser shall promptly pay, when due, all assessments imposed by the owners' association or other governing body as required by the provisions of the declaration or other related documents; and
(b) So long as the owners' association maintains a master or blanket policy of insurance against fire, extended coverage perils and such other hazards and in such amounts as are required by this contract, then:
(i) Purchaser's obligation in this contract to maintain hazard insurance coverage on the Property is satisfied; and
(ii) The provisions in paragraph 8 of this contract regarding application of insurance proceeds shall be superceded by the provisions of the declaration or other related documents; and
(iii) In the event of a distribution of insurance proceeds in lieu of restoration or repair following an insured casualty loss to the Property, any such proceeds payable to Purchaser are hereby assigned and shall be paid to Seller for application to the sum secured by this contract, with the excess, if any, paid to Purchaser.

20. ADDITIONAL TERMS:

SELLER

_____

By _____

Its _____

By _____

Its _____

PURCHASER(S)

_____

_____

_____

_____

_____

State of Minnesota }
} ss.
County of _____ }

The foregoing instrument was acknowledged before me this ____ day of _____, 19____,
by _____ and _____
the _____ and _____ of _____,
a _____ under the laws of _____
on behalf of the _____.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

_____
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

State of Minnesota }
} ss.
County of _____ }

The foregoing instrument was acknowledged before me this ____ day of _____, 19____,
by _____
_____.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

_____
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Tax Statements for the real property described in this instrument should be sent to:

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

FAILURE TO RECORD OR FILE THIS CONTRACT FOR DEED MAY GIVE OTHER PARTIES PRIORITY OVER PURCHASER'S INTEREST IN THE PROPERTY.

APPROVED IN THE REVISOR OF STATUTES OFFICE BY:

_____

4 MCAR S 1.5003 Contract for deed from a corporation or partnership to joint tenants. The recommended form for a contract for deed from a corporation or partnership to joint tenants is contained in Exhibit 4 MCAR S 1.5003-1.

Exhibit 4 MCAR S 1.5003-1

CONTRACT FOR DEED **Form No. 57-M** Minnesota Uniform Conveyancing Blanks (1978) Miller-Davis Co., Minneapolis

Corporation or Partnership to Joint Tenants

No delinquent taxes and transfer entered;
Certificate of Real Estate Value
( )filed ( )not required
_____, 19__.

_____
County Auditor

By _____
Deputy

(reserved for mortgage registry tax payment data)

(reserved for recording data)

MORTGAGE REGISTRY TAX DUE HEREON:

$_____

Date: _____, 19__

THIS CONTRACT FOR DEED is made on the above date by _____

_____, a _____ under the laws of _____

Seller, and _____

_____, Purchasers, as joint tenants.

Seller and Purchasers agree to the following terms:

1. PROPERTY DESCRIPTION. Seller hereby sells, and Purchasers hereby buy, real property in _____ County, Minnesota, described as follows:

together with all hereditaments and appurtenances belonging thereto (the Property).

2. TITLE. Seller warrants that title to the Property is, on the date of this contract, subject only to the following exceptions:
   (a) Covenants, conditions, restrictions, declarations and easements of record, if any;
   (b) Reservations of minerals or mineral rights by the State of Minnesota, if any;
   (c) Building, zoning and subdivision laws and regulations;
   (d) The lien of real estate taxes and installments of special assessments which are payable by Purchasers pursuant to paragraph 6 of this contract; and
   (e) The following liens or encumbrances:

3. DELIVERY OF DEED AND EVIDENCE OF TITLE. Upon Purchasers' prompt and full performance of this contract, Seller shall:
   (a) Execute, acknowledge and deliver to Purchasers a _____ Deed, in recordable form, conveying marketable title to the Property to Purchasers, subject only to the following exceptions:
      (i) Those exceptions referred to in paragraph 2(a), (b), (c) and (d) of this contract;
      (ii) Liens, encumbrances, adverse claims or other matters which Purchasers have created, suffered or permitted to accrue after the date of this contract; and

APPROVED IN THE REVISOR OF STATUTES OFFICE BY:

_____

(iii) The following liens or encumbrances:

; and

(b) Deliver to Purchasers the abstract of title to the Property or, if the title is registered, the owner's duplicate certificate of title.

4. PURCHASE PRICE. Purchasers shall pay to Seller, at _____, the sum of _____ ($_____), as and for the purchase price for the Property, payable as follows:

5. PREPAYMENT. Unless otherwise provided in this contract, Purchasers shall have the right to fully or partially prepay this contract at any time without penalty. Any partial prepayment shall be applied first to payment of amounts then due under this contract, including unpaid accrued interest, and the balance shall be applied to the principal installments to be paid in the inverse order of their maturity. Partial prepayment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments.

6. REAL ESTATE TAXES AND ASSESSMENTS. Purchasers shall pay, before penalty accrues, all real estate taxes and installments of special assessments assessed against the Property which are due and payable in the year 19__ and in all subsequent years. Real estate taxes and installments of special assessments which are due and payable in the year in which this contract is dated shall be paid as follows:

Seller warrants that the real estate taxes and installments of special assessments which were due and payable in the years preceding the year in which this contract is dated are paid in full.

7. PROPERTY INSURANCE.
   (a) INSURED RISKS AND AMOUNT. Purchasers shall keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, extended coverage perils, vandalism, malicious mischief and, if applicable, steam boiler explosion for at least the amount of _____. If any of the buildings, improvements or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Purchasers shall procure and maintain flood insurance in amounts reasonably satisfactory to Seller.
   (b) OTHER TERMS. The insurance policy shall contain a loss payable clause in favor of Seller which provides that Seller's right to recover under the insurance shall not be impaired by any acts or omissions of Purchasers or Seller, and that Seller shall otherwise be afforded all rights and privileges customarily provided a mortgagee under the so-called standard mortgage clause.
   (c) NOTICE OF DAMAGE. In the event of damage to the Property by fire or other casualty, Purchasers shall promptly give notice of such damage to Seller and the insurance company.

8. DAMAGE TO THE PROPERTY.
   (a) APPLICATION OF INSURANCE PROCEEDS. If the Property is damaged by fire or other casualty, the insurance proceeds paid on account of such damage shall be applied to payment of the amounts payable by Purchasers under this contract, even if such amounts are not then due to be paid, unless Purchasers make a permitted election described in the next paragraph. Such amounts shall be first applied to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance of insurance proceeds, if any, shall be the property of Purchasers.

APPROVED IN THE
REVISOR OF STATUTES
OFFICE BY:

_____

(b) PURCHASERS' ELECTION TO REBUILD. If Purchasers are not in default under this contract, or after curing any such default, and if the mortgagees in any prior mortgages and sellers in any prior contracts for deed do not require otherwise, Purchasers may elect to have that portion of such insurance proceeds necessary to repair, replace or restore the damaged Property (the repair work) deposited in escrow with a bank or title insurance company qualified to do business in the State of Minnesota, or such other party as may be mutually agreeable to Seller and Purchasers. The election may only be made by written notice to Seller within sixty days after the damage occurs. Also, the election will only be permitted if the plans and specifications and contracts for the repair work are approved by Seller, which approval Seller shall not unreasonably withhold or delay. If such a permitted election is made by Purchasers, Seller and Purchasers shall jointly deposit, when paid, such insurance proceeds into such escrow. If such insurance proceeds are insufficient for the repair work, Purchasers shall, before the commencement of the repair work, deposit into such escrow sufficient additional money to insure the full payment for the repair work. Even if the insurance proceeds are unavailable or are insuffficient to pay the cost of the repair work, Purchasers shall at all times be responsible to pay the full cost of the repair work. All escrowed funds shall be disbursed by the escrowee in accordance with generally accepted sound construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be deposited by Purchasers into such escrow before the commencement of the repair work. Purchasers shall complete the repair work as soon as reasonably possible and in a good and workmanlike manner, and in any event the repair work shall be completed by Purchasers within one year after the damage occurs. If, following the completion of and payment for the repair work, there remain any undisbursed escrow funds, such funds shall be applied to payment of the amounts payable by Purchasers under this contract in accordance with paragraph 8 (a) above.

9. INJURY OR DAMAGE OCCURRING ON THE PROPERTY.
   (a) LIABILITY. Seller shall be free from liability and claims for damages by reason of injuries occurring on or after the date of this contract to any person or persons or property while on or about the Property. Purchasers shall defend and indemnify Seller from all liability, loss, costs and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries. However, Purchasers shall have no liability or obligation to Seller for such injuries which are caused by the negligence or intentional wrongful acts or omissions of Seller.
   (b) LIABILITY INSURANCE. Purchasers shall, at their own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the Property in amounts reasonably satisfactory to Seller and naming Seller as an additional insured.
10. INSURANCE, GENERALLY. The insurance which Purchasers are required to procure and maintain pursuant to paragraphs 7 and 9 of this contract shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to Seller. The insurance shall be maintained by Purchasers at all times while any amount remains unpaid under this contract. The insurance policies shall provide for not less than ten days written notice to Seller before cancellation, non-renewal, termination or change in coverage, and Purchasers shall deliver to Seller a duplicate original or certificate of such insurance policy or policies.
11. CONDEMNATION. If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchasers under this contract, even if such amounts are not then due to be paid. Such amounts shall be applied first to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance, if any, shall be the property of Purchasers.
12. WASTE, REPAIR AND LIENS. Purchasers shall not remove or demolish any buildings, improvements or fixtures now or later located on or a part of the Property, nor shall Purchasers commit or allow waste of the Property. Purchasers shall maintain the Property in good condition and repair. Purchasers shall not create or permit to accrue liens or adverse claims against the Property which constitute a lien or claim against Seller's interest in the Property. Purchasers shall pay to Seller all amounts, costs and expenses, including reasonable attorneys' fees, incurred by Seller to remove any such liens or adverse claims.
13. DEED AND MORTGAGE REGISTRY TAXES. Seller shall, upon Purchasers' full performance of this contract, pay the deed tax due upon the recording or filing of the deed to be delivered by Seller to Purchasers. The mortgage registry tax due upon the recording or filing of this contract shall be paid by the party who records or files this contract; however, this provision shall not impair the right of Seller to collect from Purchasers the amount of such tax actually paid by Seller as provided in the applicable law governing default and service of notice of termination of this contract.
14. NOTICE OF ASSIGNMENT. If either Seller or Purchasers assign their interest in the Property, a copy of such assignment shall promptly be furnished to the non-assigning party.
15. PROTECTION OF INTERESTS. If Purchasers fail to pay any sum of money required under the terms of this contract or fail to perform any of their obligations as set forth in this contract, Seller may, at Seller's option, pay the same or cause the same to be performed, or both, and the amounts so paid by Seller and the cost of such performance shall be payable at once, with interest at the rate stated in paragraph 4 of this contract, as an additional amount due Seller under this contract.
If there now exists, or if Seller hereafter creates, suffers or permits to accrue, any mortgage, contract for deed, lien or encumbrance against the Property which is not herein expressly assumed by Purchasers, and provided Purchasers are not in default under this contract, Seller shall timely pay all amounts due thereon, and if Seller fails to do so, Purchasers may, at their option, pay any such delinquent amounts and deduct the amounts paid from the installment(s) next coming due under this contract.
16. DEFAULT. The time of performance by Purchasers of the terms of this contract is an essential part of this contract. Should Purchasers fail to timely perform any of the terms of this contract, Seller may, at Seller's option, elect to declare this contract cancelled and terminated by notice to Purchasers in accordance with applicable law. All right, title and interest acquired under this contract by Purchasers shall then cease and terminate, and all improvements made upon the Property and all payments made by Purchasers pursuant to this contract shall belong to Seller as liquidated damages for breach of this contract. Neither the extension of the time for payment of any sum of money to be paid hereunder nor any waiver by Seller of Seller's rights to declare this contract forfeited by reason of any breach shall in any manner affect Seller's right to cancel this contract because of defaults subsequently occurring, and no extension of time shall be valid unless agreed to in writing. After service of notice of default and failure to cure such default within the period allowed by law, Purchasers shall, upon demand, surrender possession of the Property to Seller, but Purchasers shall be entitled to possession of the Property until the expiration of such period.
17. BINDING EFFECT. The terms of this contract shall run with the land and bind the parties hereto and their successors in interest.

APPROVED IN THE
REVISOR OF STATUTES
OFFICE BY:

18. HEADINGS. Headings of the paragraphs of this contract are for convenience only and do not define, limit or construe the contents of such paragraphs.

19. ASSESSMENTS BY OWNERS' ASSOCIATION. If the Property is subject to a recorded declaration providing for assessments to be levied against the Property by any owners' association, which assessments may become a lien against the Property if not paid, then:
(a) Purchasers shall promptly pay, when due, all assessments imposed by the owners' association or other governing body as required by the provisions of the declaration or other related documents; and
(b) So long as the owners' association maintains a master or blanket policy of insurance against fire, extended coverage perils and such other hazards and in such amounts as are required by this contract, then:
(i) Purchasers' obligation in this contract to maintain hazard insurance coverage on the Property is satisfied; and
(ii) The provisions in paragraph 8 of this contract regarding application of insurance proceeds shall be superceded by the provisions of the declaration or other related documents; and
(iii) In the event of a distribution of insurance proceeds in lieu of restoration or repair following an insured casualty loss to the Property, any such proceeds payable to Purchasers are hereby assigned and shall be paid to Seller for application to the sum secured by this contract, with the excess, if any, paid to Purchasers.

20. ADDITIONAL TERMS:

SELLER

_____

By _____

Its _____

By _____

Its _____

PURCHASERS

_____

_____

_____

_____

_____

State of Minnesota }
County of _____ } ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 19__,
by _____ and _____,
the _____ and _____ of _____,
a _____ under the laws of _____
on behalf of the _____.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

_____
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

State of Minnesota }
County of _____ } ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 19__,
by _____
_____.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

_____
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Tax Statements for the real property described in this instrument should be sent to:

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

FAILURE TO RECORD OR FILE THIS CONTRACT FOR DEED MAY GIVE OTHER PARTIES PRIORITY OVER PURCHASERS' INTEREST IN THE PROPERTY.

APPROVED IN THE
REVISOR OF STATUTES
OFFICE BY:

_____

4 MCAR S 1.5004 Assignment of contract for deed by an individual. The recommended form for an assignment of a contract for deed by an individual seller, purchaser, or assignee is contained in Exhibit 4 MCAR S 1.5004-1.

Exhibit 4 MCAR S 1.5004-1

ASSIGNMENT OF CONTRACT FOR DEED Form No. 58—M

By Individual Seller, Purchaser or Assignee

Miller-Davis Co., Minneapolis
Minnesota Uniform Conveyancing Blanks (1981)

No delinquent taxes and transfer entered;
Certificate of Real Estate Value
( )filed ( )not required

_____, 19__

_____
County Auditor

By _____
Deputy

(reserved for recording data)

Date: _____, 19__

FOR VALUABLE CONSIDERATION, _____
(Marital status)

Assignor (whether one or more), hereby sells, assigns and transfers unto _____,

Assignee (whether one or more), the _____ interest in that certain
(Seller's or Purchaser's)

Contract for Deed dated the ____ day of _____, 19__ made by _____,

as Seller, and _____,

as Purchaser, recorded and/or filed in the office(s) of the County Recorder and/or Registrar of Titles in and for the County of _____, State of Minnesota, on the ____ day of _____, 19__ as (Document No. _____, in Book ____ of _____, page _____) and/or
(Recording information—County Recorder)

(Document No. _____, in Volume _____ page _____)
(Filing information—Registrar of Titles)

for the sale and conveyance of real property in said County and State, described as follows:

(If more space is needed, continue on back)

Subject to all the covenants of Assignor in said Contract for Deed contained, which Assignee hereby assumes and agrees to keep and perform.

Assignor hereby covenants that there remains unpaid under said Contract for Deed the sum of $_____ with interest thereon from the ____ day of _____, 19__ and that Assignor has good right to sell, transfer and assign said Contract for Deed.

ASSIGNOR(S)

_____

_____

State of Minnesota } ss.
County of _____ }

_____

_____

The foregoing instrument was acknowledged before me this ____ day of _____, 19__ by _____.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

Tax Statements for the real property described in this instrument should be sent to (Include name and address of Assignee)

APPROVED IN THE
REVISOR OF STATUTES
OFFICE BY:

_____

4 MCAR S 1.5005 Assignment of contract for deed by a corporation or partnership. The recommended form for an assignment of a contract for deed by a corporate or partnership seller, purchaser, or assignee is contained in Exhibit 4 MCAR S 1.5005-1.

Exhibit 4 MCAR S 1.5005-1

ASSIGNMENT OF CONTRACT FOR DEED Form No. 59-M Miller Davis Co. Minneapolis
No Corporate or Partnership Seller, Purchaser or Assignee Minnesota Uniform Conveyancing Blanks (1981)

No delinquent taxes and transfer entered;
Certificate of Real Estate Value
( )filed ( )not required

_____, 19__

_____
County Auditor

By _____
Deputy

(reserved for recording data)

Date: _____, 19__

FOR VALUABLE CONSIDERATION, _____,

a _____ under the laws of _____,

Assignor, hereby sells, assigns and transfers unto _____,

Assignee (whether one or more), the _____ interest in that certain
(Seller's or Purchaser's)

Contract for Deed dated the ____ day of _____, 19__, made by _____,

as Seller, and _____,

as Purchaser, recorded and/or filed in the office(s) of the County Recorder and/or Registrar of Titles in and for the County of _____, State of Minnesota, on the ____ day of _____, 19__, as (Document No. _____ in Book ____ of _____ (Recording information—County Recorder), page _____) and/or (Document No. _____ in Volume _____ (Filing information—Registrar of Titles), page _____)

for the sale and conveyance of real property in said County and State, described as follows:

(If more space is needed, continue on back)

Subject to all the covenants of Assignor in said Contract for Deed contained, which Assignee hereby assumes and agrees to keep and perform.

Assignor hereby covenants that there remains unpaid under said Contract for Deed the sum of $_____ with interest thereon from the ____ day of _____, 19__, and that Assignor has good right to sell, transfer and assign said Contract for Deed.

ASSIGNOR

_____

By _____
Its _____

By _____
Its _____

State of Minnesota }
County of _____ } ss.

The foregoing was acknowledged before me this ____ day of _____, 19__, by _____ and _____, the _____ and _____, of _____, a _____ under the laws of _____, on behalf of the _____.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Tax Statements for the real property described in this instrument should be sent to (Include name and address of Assignee):

APPROVED IN THE
REVISOR OF STATUTES
OFFICE BY:

_____

4 MCAR S 1.5006 Affidavit of identity and survivorship. The recommended form for an affidavit of identity and survivorship for death occurring after December 31, 1979 is contained in Exhibit 4 MCAR S 1.5006-1.

Exhibit 4 MCAR S 1.5006-1

AFFIDAVIT OF IDENTITY AND SURVIVORSHIP FOR DEATH OCCURRING AFTER DEC. 31, 1979 Form No. 119-M

Miller Davis Co., Minneapolis
Minnesota Uniform Conveyancing Blanks (1981)

Transfer entered

_____, 19__

_____
County Auditor

By _____
Deputy

Recording Data

STATE OF MINNESOTA,

COUNTY OF _____

NAME OF DECEDENT

_____

I, _____ and _____,
Name of Affiant Address of Affiant

being first duly sworn, on oath state from personal knowledge:

That the above named decedent is the person named in the certified copy of Certificate of Death attached hereto and made a part hereof.

That the name(s) of the survivor(s) is/are _____

That said decedent on date of death was an owner as a joint tenant/life tenant of the land legally described as follows:

(If more space is needed, continue on back)

as shown by instrument recorded in Book _____ of _____ Page _____, or as Document No. _____ in the office of the County Recorder of _____ County, Minnesota, or as shown on Certificate of Title No. _____, Files of the Registrar of Titles of _____ County, Minnesota.

_____
Signature of Affiant

Subscribed and sworn to before me this _____ day of _____, 19____

_____
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

Tax Statements for the real property described in this instrument should be sent to:

APPROVED IN THE REVISOR OF STATUTES OFFICE BY:

_____

4 MCAR S 1.5007 Residential mortgage between individuals. The recommended form for a residential mortgage between individuals is contained in Exhibit 4 MCAR S 1.5007-1.

Exhibit 4 MCAR S 1.5007-1

RESIDENTIAL MORTGAGE Form No. 41½—M

Pursuant to Minn. Stat. Sec. 47.20 (1)(b)(1) Individual to Individual

Miller-Davis Co., Minneapolis
Minnesota Uniform Conveyancing Blanks (1981)

(reserved for mortgage registry tax payment data)

(reserved for recording data)

MORTGAGE REGISTRY TAX DUE HEREON:
$_____

THIS INDENTURE, Made this _____ day of _____, 19___,

between _____

_____ (Marital Status), Mortgagor (whether one or more),

and _____

_____, Mortgagee (whether one or more),

WITNESSETH, That the Mortgagor, in consideration of the sum of _____ DOLLARS, to the Mortgagor in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, does hereby convey unto the Mortgagee, Forever, all of the land located in the County of _____, and State of Minnesota, described as follows:

together with all hereditaments and appurtenances belonging thereto (the Property).

TO HAVE AND TO HOLD THE SAME, to the Mortgagee forever. The Mortgagor covenants with Mortgagee as follows: That Mortgagor is lawfully seized of the Property and has good right to convey the same; that the Property is free from all encumbrances, except as follows: _____; that the Mortgagee shall quietly enjoy and possess the same; and that the Mortgagor will Warrant and Defend the title to the same against all lawful claims not hereinbefore specifically excepted.

PROVIDED, NEVERTHELESS, That if the Mortgagor shall pay to the Mortgagee the sum of _____ DOLLARS, according to the terms of a promissory note of even date herewith (the Note), the final payment being due and payable on _____ with interest at the rate of _____ percent per annum, and shall repay to the Mortgagee, at the times and with interest as specified, all sums advanced in protecting the lien of this Mortgage, in payment of taxes on the Property, insurance premiums covering buildings thereon, principal or interest on any prior liens, expenses and attorney's fees herein provided for and sums advanced for any other purpose authorized herein, and shall keep and perform all the covenants and agreements herein contained, then this Mortgage shall be null and void, and shall be released at the Mortgagor's expense.

AND THE MORTGAGOR covenants with the Mortgagee as follows:

1. to pay the principal sum of money and interest as specified in the Note;
2. to pay all taxes and assessments now due or that may hereafter become liens against the Property before penalty attaches thereto;
3. to keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, extended coverage perils, vandalism, malicious mischief and, if applicable, steam boiler explosion, for at least the amount of _____ at all times while any amount remains unpaid under this Mortgage. If any of the buildings, improvements or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Mortgagor shall procure and maintain flood insurance in amounts reasonably satisfactory to the Mortgagee. Each insurance policy shall contain a loss

APPROVED IN THE REVISOR OF STATUTES OFFICE BY: _____

payable clause in favor of the Mortgagee affording all rights and privileges customarily provided under the so-called standard mortgage clause. In the event of damage to the Property by fire or other casualty, the Mortgagor shall promptly give notice of such damage to the Mortgagee and the insurance company. The insurance shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to the Mortgagee. The insurance policies shall provide for not less than ten days written notice to the Mortgagee before cancellation, non-renewal, termination, or change in coverage, and the Mortgagor shall deliver to the Mortgagee a duplicate original or certificate of such insurance policies.

4. to pay, when due, both principal and interest of all prior liens or encumbrances, if any, and to keep the Property free and clear of all other prior liens or encumbrances;
5. to commit or permit no waste on the Property and to keep it in good repair;
6. to complete forthwith any improvements which may hereafter be under course of construction on the Property, and;
7. to pay any other expenses and attorney's fees incurred by the Mortgagee by reason of litigation with any third party for the protection of the lien of this Mortgage.

In case of failure to pay said taxes and assessments, prior liens or encumbrances, expenses and attorney's fees as above specified, or to insure said buildings, improvements, and fixtures and deliver the policies as aforesaid, the Mortgagee may pay such taxes, assessments, prior liens, expenses and attorney's fees and interest thereon, or obtain such insurance, and the sums so paid shall bear interest from the date of such payment at the same rate set forth in the Note, and shall be impressed as an additional lien upon the Property and be immediately due and payable from the Mortgagor to the Mortgagee and this Mortgage shall from date thereof secure the repayment of such advances with interest.

In case of default in any of the foregoing covenants, the Mortgagor confers upon the Mortgagee the option of declaring the unpaid balance of the Note and the interest accrued thereon, together with all sums advanced hereunder, immediately due and payable without notice, and hereby authorizes and empowers the Mortgagee to foreclose this Mortgage by judicial proceedings or to sell the Property at public auction and convey the same to the purchaser in fee simple in accordance with the statute, and out of the moneys arising from such sale to retain all sums secured hereby, with interest and all legal costs and charges of such foreclosure and the maximum attorney's fee permitted by law, which costs, charges and fees the Mortgagor herein agrees to pay.

The Mortgagor and the Mortgagee further covenant and agree as follows:

1. Mortgagor shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
2. Upon default of any covenant or agreement by Mortgagor under the terms of the Note or this Mortgage, Mortgagee prior to foreclosure shall mail notice to Mortgagor as provided herein specifying: (a) the nature of the default by the Mortgagor; (b) the action required to cure such default; (c) a date, not less than thirty (30) days from the date the notice is mailed to Mortgagor by which such default must be cured; and (d) that failure to cure such default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of the Mortgagor to acceleration and sale.
3. In addition to any notice required under applicable law to be given in another manner, (a) any notice to the Mortgagor provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to the Mortgagor at the Property address or at such other address as the Mortgagor may designate by notice in writing to the Mortgagee as provided herein, and (b) any notice to the Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee at the following address: _____

_____.

or to such other address as Mortgagee may designate by notice in writing to the Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

The terms of this Mortgage shall run with the Property and bind the parties hereto and their successors in interest.

IN TESTIMONY WHEREOF, the Mortgagor has hereunto set its hand the day and year first above written.

MORTGAGOR

_____

_____

_____

_____

State of Minnesota }
ss.
County of _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 19____ by _____.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

_____
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

FAILURE TO RECORD OR FILE THIS MORTGAGE
MAY GIVE OTHER PARTIES PRIORITY OVER THIS MORTGAGE.

APPROVED IN THE
REVISOR OF STATUTES
OFFICE BY:

_____

4 MCAR S 1.5008 Residential mortgage from individual to a corporation or partnership. The recommended form for a residential mortgage from an individual as mortgagor to a corporation or partnership as mortgagee is contained in Exhibit 4 MCAR S 1.5008-1.

Exhibit 4 MCAR S 1.5008-1

RESIDENTIAL MORTGAGE
Pursuant to Minn. Stat. Sec. 47.20 (1981) Individual to Corporation or Partnership Form No. 42½—M Miller Davis Co. Minneapolis Minnesota Uniform Conveyancing Blanks (1981)

(reserved for mortgage registry tax payment data)

(reserved for recording data)

MORTGAGE REGISTRY TAX DUE HEREON:
$_____

THIS INDENTURE, Made this _____ day of _____, 19___,

between _____

_____ (Marital Status), Mortgagor (whether one or more),

and _____

a _____ under the laws of _____, Mortgagee,

WITNESSETH, That the Mortgagor, in consideration of the sum of _____ DOLLARS, to the Mortgagor in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, does hereby convey unto the Mortgagee, Forever, all of the land located in the County of _____, and State of Minnesota, described as follows:

together with all hereditaments and appurtenances belonging thereto (the Property).

TO HAVE AND TO HOLD THE SAME, to the Mortgagee forever. The Mortgagor covenants with Mortgagee as follows: That Mortgagor is lawfully seized of the Property and has good right to convey the same; that the Property is free from all encumbrances, except as follows: _____; that the Mortgagee shall quietly enjoy and possess the same; and that the Mortgagor will Warrant and Defend the title to the same against all lawful claims not hereinbefore specifically excepted.

PROVIDED, NEVERTHELESS, That if the Mortgagor shall pay to the Mortgagee the sum of _____ DOLLARS, according to the terms of a promissory note of even date herewith (the Note), the final payment being due and payable on _____ with interest at the rate of _____ percent per annum, and shall repay to the Mortgagee, at the times and with interest as specified, all sums advanced in protecting the lien of this Mortgage, in payment of taxes on the Property, insurance premiums covering buildings thereon, principal or interest on any prior liens, expenses and attorney's fees herein provided for and sums advanced for any other purpose authorized herein, and shall keep and perform all the covenants and agreements herein contained, then this Mortgage shall be null and void, and shall be released at the Mortgagor's expense.

AND THE MORTGAGOR covenants with the Mortgagee as follows:

1. to pay the principal sum of money and interest as specified in the Note;
2. to pay all taxes and assessments now due or that may hereafter become liens against the Property before penalty attaches thereto;
3. to keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, extended coverage perils, vandalism, malicious mischief and, if applicable, steam boiler explosion, for at least the amount of _____ at all times while any amount remains unpaid under this Mortgage. If any of the buildings, improvements or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Mortgagor shall procure and maintain flood insurance in amounts reasonably satisfactory to the Mortgagee. Each insurance policy shall contain a loss

APPROVED IN THE REVISOR OF STATUTES OFFICE BY:

payable clause in favor of the Mortgagee affording all rights and privileges customarily provided under the so-called standard mortgage clause. In the event of damage to the Property by fire or other casualty, the Mortgagor shall promptly give notice of such damage to the Mortgagee and the insurance company. The insurance shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to the Mortgagee. The insurance policies shall provide for not less than ten days written notice to the Mortgagee before cancellation, non-renewal, termination, or change in coverage, and the Mortgagor shall deliver to the Mortgagee a duplicate original or certificate of such insurance policies.

4. to pay, when due, both principal and interest of all prior liens or encumbrances, if any, and to keep the Property free and clear of all other prior liens or encumbrances;
5. to commit or permit no waste on the Property and to keep it in good repair;
6. to complete forthwith any improvements which may hereafter be under course of construction on the Property, and;
7. to pay any other expenses and attorney's fees incurred by the Mortgagee by reason of litigation with any third party for the protection of the lien of this Mortgage.

In case of failure to pay said taxes and assessments, prior liens or encumbrances, expenses and attorney's fees as above specified, or to insure said buildings, improvements, and fixtures and deliver the policies as aforesaid, the Mortgagee may pay such taxes, assessments, prior liens, expenses and attorney's fees and interest thereon, or obtain such insurance, and the sums so paid shall bear interest from the date of such payment at the same rate set forth in the Note, and shall be impressed as an additional lien upon the Property and be immediately due and payable from the Mortgagor to the Mortgagee and this Mortgage shall from date thereof secure the repayment of such advances with interest.

In case of default in any of the foregoing covenants, the Mortgagor confers upon the Mortgagee the option of declaring the unpaid balance of the Note and the interest accrued thereon, together with all sums advanced hereunder, immediately due and payable without notice, and hereby authorizes and empowers the Mortgagee to foreclose this Mortgage by judicial proceedings or to sell the Property at public auction and convey the same to the purchaser in fee simple in accordance with the statute, and out of the moneys arising from such sale to retain all sums secured hereby, with interest and all legal costs and charges of such foreclosure and the maximum attorney's fee permitted by law, which costs, charges and fees the Mortgagor herein agrees to pay.

The Mortgagor and the Mortgagee further covenant and agree as follows:

1. Mortgagor shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
2. Upon default of any covenant or agreement by Mortgagor under the terms of the Note or this Mortgage, Mortgagee prior to foreclosure shall mail notice to Mortgagor as provided herein specifying: (a) the nature of the default by the Mortgagor; (b) the action required to cure such default; (c) a date, not less than thirty (30) days from the date the notice is mailed to Mortgagor by which such default must be cured; and (d) that failure to cure such default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of the Mortgagor to acceleration and sale.
3. In addition to any notice required under applicable law to be given in another manner, (a) any notice to the Mortgagor provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to the Mortgagor at the Property address or at such other address as the Mortgagor may designate by notice in writing to the Mortgagee as provided herein, and (b) any notice to the Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee at the following address: —

_____

_____

or to such other address as Mortgagee may designate by notice in writing to the Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

The terms of this Mortgage shall run with the Property and bind the parties hereto and their successors in interest.

IN TESTIMONY WHEREOF, the Mortgagor has hereunto set its hand the day and year first above written.

MORTGAGOR

_____

_____

_____

_____

State of Minnesota }
} ss.
County of _____ }

The foregoing instrument was acknowledged before me this ____ day of _____, 19____
by _____

_____.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

_____
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

FAILURE TO RECORD OR FILE THIS MORTGAGE
MAY GIVE OTHER PARTIES PRIORITY OVER THIS MORTGAGE.

APPROVED IN THE
REVISOR OF STATUTES
OFFICE BY:

_____

STATE OF MINNESOTA
DEPARTMENT OF COMMERCE
SECURITIES & REAL ESTATE DIVISION

In the Matter of the Proposed Adoption of Uniform Conveyancing Blanks by the Minnesota Department of Commerce to Replace Uniform Conveyancing Blanks 54-M Through 57-M (Contracts for Deed) and 58-M and 59-M (Assignments of Contracts for Deed), Originals of Which are Filed with the Secretary of State, and Copies of Which are set out Following Minn. Stat. Ann. Chapter 507; Creating Two New Residential Mortgage Blanks and an Affidavit of Identity and Survivorship for Death Occurring After December 31, 1979.

ORDER ADOPTING RULES

Notice of the Commissioner's intent to adopt the above-entitled rules without a public hearing was published in the State Register on July 12, 1982, and was sent by the United States mail to all persons on the list maintained by the agency pursuant to Minnesota Statutes section 15.0412, subdivision 4 on July 9, 1982. After affording interested and affected persons an opportunity to submit comments for 30 days after Notice, receiving fewer than seven written requests for a public hearing within the 30-day comment period, reviewing and considering the comments, and determining the need for and reasonableness of the above-captioned rules.

NOW, THEREFORE, IT IS ORDERED that the rules identified above are adopted this 30 day of August, 1982 pursuant to authority vested in me by Minnesota Statutes section 507.09.

STATE OF MINNESOTA
DEPARTMENT OF COMMERCE
SECURITIES & REAL ESTATE DIVISION

Mary Alice Brophy

MARY ALICE BROPHY
Commissioner of Securities & Real Estate

OFFICIAL NOTICES

Pursuant to the provisions of Minn. Stat. § 15.0412, subd. 6, an agency, in preparing proposed rules, may seek information or opinion from sources outside the agency. Notices of intent to solicit outside opinion must be published in the *State Register* and all interested persons afforded the opportunity to submit data or views on the subject, either orally or in writing.

The *State Register* also publishes other official notices of state agencies, notices of meetings, and matters of public interest.

Department of Commerce Insurance Division

Meeting Notice

Minnesota Comprehensive Health Association

Board of Directors
Friday, September 11, 1981
9:00 a.m.
Federated Mutual Insurance Company
129 East Broadway
Owatonna, Minnesota

Changes in any scheduled meetings and notices of any additional meetings will be posted or otherwise be available upon inquiry at the office of the Insurance Division, and may also be obtained by telephone from the Life and Health Section, telephone (612)-296-2202.

Department of Commerce Securities and Real Estate Division

Notice of Intent to Solicit Outside Opinion Concerning the Adoption of Uniform Conveyancing Blanks—Contract for Deed; Residential Mortgage; and Affidavit of Identity and Survivorship for Death Occurring after December 31, 1979

Notice is hereby given that the Securities and Real Estate Division is soliciting opinions and comments pertaining to the adoption of Uniform Conveyancing Blanks to replace Uniform Conveyancing Blanks, FORM NUMBERS 54, 55, 56 and 57 (Contracts for Deed), the originals of which are filed with the Secretary of State, and copies of which are set out following M.S.A. § 507, as well as the adoption of two new blanks for a Residential Mortgage and an affidavit of Identity and Survivorship for Death Occurring after December 31, 1979.

All interested or affected persons or groups are requested to participate. Statements of information and comment may be made orally or in writing and must be received by October 16, 1981. Written statements of information and comments may be addressed to:

Mr. Daniel W. Hardy
Assistant to the Commissioner
Securities and Real Estate Division
Department of Commerce
500 Metro Square Building
St. Paul, Minnesota 55101

Oral statements of information and comment will be received during regular business hours over the telephone at (612) 296-5689 and in person at the above address. Any written material received by the above date will become part of the record of any rules hearing which might be held.

Mary Alice Brophy
Commissioner of Securities and Real Estate

STATE OF MINNESOTA
DEPARTMENT OF COMMERCE
COMMISSIONER OF SECURITIES AND REAL ESTATE

In the Matter of the Proposed Adoption of Uniform Conveyancing Blanks by the Minnesota Department of Commerce to Replace Uniform Conveyancing Blanks 54-M Through 57-M (Contracts for Deed) and 58-M and 59-M (Assignments of Contracts for Deed), Originals of Which are Filed with the Secretary of State, and Copies of Which are Set Out Following Minn. Stat. Ann. Chapter 507; Creating Two New Residential Mortgage Blanks and an Affidavit of Identity and Survivorship for Death Occurring After December 31, 1979.

ORDER FOR NOTICE OF INTENT TO ADOPT RULES WITHOUT PUBLIC HEARING

IT IS ORDERED this 11th day of June , 1982 that Notice of Intent to Adopt Forms Without Public Hearing in the above-entitled matter be given to all persons who have registered their names with the State Department of Commerce, Securities and Real Estate Division for that purpose and be published in the State Register.

DEPARTMENT OF COMMERCE, SECURITIES AND REAL ESTATE DIVISION

Mary Alice Brophy

MARY ALICE BROPHY
COMMISSIONER OF SECURITIES AND REAL ESTATE
STATE OF MINNESOTA

STATE OF MINNESOTA
DEPARTMENT OF COMMERCE
COMMISSIONER OF SECURITIES AND REAL ESTATE

In the Matter of the Proposed Adoption of Uniform Conveyancing Blanks by the Minnesota Department of Commerce to Replace Uniform Conveyancing Blanks 54-M Through 57-M (Contracts for Deed) and 58-M and 59-M (Assignments of Contracts for Deed), Originals of Which are Filed with the Secretary of State, and copies of Which are set out Following Minn. Stat. Ann. Chapter 507; Creating Two New Residential Mortgage Blanks and an Affidavit of Identity and Survivorship for Death Occurring After December 31, 1979.

NOTICE OF INTENT TO ADOPT RULES WITHOUT A PUBLIC HEARING

Notice is hereby given that the State Securities and Real Estate Division proposes to adopt the above-entitled forms without a public hearing. The Commissioner has determined that the proposed adoption of these forms will be noncontroversial in nature and has elected to follow the procedures set forth in Minnesota Statutes Section 15.0412, subdivision 4h (1980).

Persons interested in these forms shall have 30 days to submit comments on the proposed forms. The proposed forms may be modified if the modifications are supported by the data and views submitted to the agency and do not result in a substantial change in the proposed language.

Unless seven or more persons submit written requests for a public hearing on the proposed forms within the 30-day comment period, a public hearing will not be held. In the event a hearing is required, the agency will proceed according to the provisions of Minnesota Statutes Section 15.0412, subdivisions 4-4f.

Persons who with to submit comments or a written request for a public hearing should submit such comments or request to:

Mr. Daniel W. Hardy
Assistant to the Commissioner
Securities and Real Estate Division
Department of Commerce
500 Metro Square Building
Saint Paul, Minnesota 55101
Telephone: (612) 296-5689

Authority for the adoption of these forms is contained in Minnesota Statutes Section 507.09 (1980). Additionally, a Statement of Need and Reasonableness that describes the need for and reasonableness of each provision of the proposed forms and identifies the data and information relied upon to support the proposed forms has been prepared and is available for inspection by the public, during regular business hours, at the above address.

Upon adoption of the final forms without a public hearing, the proposed forms, this Notice, the State of Need and Reasonableness, all written comments received, and the final Forms as Adopted will be delivered to the Attorney General for review as to form and legality, including the issue of substantial change. Persons who wish to be advised of the submission of this material to the Attorney General, or who wish to receive a copy of the final forms as proposed for adoption, should submit a written statement of such request to Mr. Hardy.

The proposed forms follow this Notice.

DEPARTMENT OF COMMERCE, SECURITIES AND
REAL ESTATE DIVISION

June 11, 1982

Mary Alice Brophy

MARY ALICE BROPHY
COMMISSIONER OF SECURITIES AND REAL ESTATE
STATE OF MINNESOTA

STATE OF MINNESOTA
DEPARTMENT OF COMMERCE
COMMISSIONER OF SECURITIES AND REAL ESTATE

In the Matter of the Proposed Adoption of Uniform Conveyancing Blanks by the Minnesota Department of Commerce to Replace Uniform Conveyancing Blanks 54-M Through 57-M (Contracts for Deed) and 58-M and 59-M (Assignments of Contracts for Deed), Originals of Which are Filed with the Secretary of State, and Copies of Which are set out Following Minn. Stat. Ann. Chapter 507; Creating Two New Residential Mortgage Blanks and an Affidavit of Identity and Survivorship for Death Occurring After December 31, 1979.

AFFIDAVIT OF MAILING

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

Daniel W. Hardy, Assistant to the Commissioner of Securities and Real Estate, being first duly sworn, deposes and says:

That on the 9th day of July, 1982, at the City of St. Paul, County of Ramsey, State of Minnesota, he served the attached Notice of Intent to Adopt Rules Without Public Hearing by depositing in the State of Minnesota Central Mail System for first class mailing a copy thereof, properly enveloped, with postage prepaid, on all persons and associations who have requested that their names be placed on file with the State Department of Commerce, Securities and Real Estate Division for the purpose of receiving notice of the proposed adoption of rules by this agency.

Daniel W. Hardy
Asst to Commr

MARILYN F. STAPLES
NOTARY PUBLIC—MINNESOTA
RAMSEY COUNTY
My Comm. Expires June 18, 1987

Subscribed and sworn to before me this
3rd day of August, 1982

Marilyn F. Staples

STATE OF MINNESOTA
DEPARTMENT OF COMMERCE
COMMISSIONER OF SECURITIES AND REAL ESTATE

In the Matter of the Proposed Adoption of Uniform Conveyancing Blanks by the Minnesota Department of Commerce to Replace Uniform Conveyancing Blanks 54-M Through 57-M (Contracts for Deed) and 58-M and 59-M (Assignments of Contracts for Deed), Originals of Which are Filed with the Secretary of State, and Copies of Which are Set Out Following Minn. Stat. Ann. Chapter 507; Creating Two New Residential Mortgage Blanks and an Affidavit of Identity and Survivorship for Death Occurring After December 31, 1979.

CERTIFICATE

I hereby certify that the list of persons, associations, and other interested groups who have requested, pursuant to Minn. Stat. § 15.0412, Subd. 4, that their names be placed on file with and maintained by the State Department of Commerce, Securities and Real Estate Division for the purpose of receiving Notice of the proposed adoption of rules by this agency is accurate and complete as of 12:00 noon, this 9th day of July, 1982.

Margaret Anne
Admin. Secretary

Rules Proposed

PROPOSED RULES

Pursuant to Minn. Laws of 1980, § 15.0412, subd. 4h, an agency may propose to adopt, amend, suspend or repeal rules without first holding a public hearing, as long as the agency determines that the rules will be noncontroversial in nature. The agency must first publish a notice of intent to adopt rules without a public hearing, together with the proposed rules, in the *State Register*. The notice must advise the public:

1. that they have 30 days in which to submit comment on the proposed rules;
2. that no public hearing will be held unless seven or more persons make a written request for a hearing within the 30-day comment period;
3. of the manner in which persons shall request a hearing on the proposed rules;

and

4. that the rule may be modified if modifications are supported by the data and views submitted.

If, during the 30-day comment period, seven or more persons submit to the agency a written request for a hearing of the proposed rules, the agency must proceed under the provisions of § 15.0412, subds. 4 through 4g, which state that if an agency decides to hold a public hearing, it must publish in the *State Register* a notice of its intent to do so. This notice must appear at least 30 days prior to the date set for the hearing, along with the full text of the proposed rules. (If the agency has followed the provisions of subd. 4h and has already published the proposed rules, a citation to the prior publication may be substituted for republication.)

Pursuant to Minn. Stat. § 15.0412, subd. 5, when a statute, federal law or court order to adopt, suspend or repeal a rule does not allow time for the usual rulemaking process, temporary rules may be proposed. Proposed temporary rules are published in the *State Register*, and for at least 20 days thereafter, interested persons may submit data and views in writing to the proposing agency.

Department of Commerce
Commissioner of Securities and Real Estate

Proposed Adoption of Uniform Conveyancing Blanks to Replace Uniform Conveyancing Blanks 54-M through 57-M (Contracts for Deed) and 58-M and 59-M (Assignments of Contracts for Deed), Originals of Which Are Filed with the Secretary of State, and Copies of Which Are Set Out following Minn. Stat. Ann. Chapter 507; Creating Two New Residential Mortgage Blanks and an Affidavit of Identity and Survivorship for Death Occurring after December 31, 1979

Notice of Intent to Adopt Rules without a Public Hearing

Notice is hereby given that the State Securities and Real Estate Division proposes to adopt the above-entitled forms without a public hearing. The commissioner has determined that the proposed adoption of these forms will be noncontroversial in nature and has elected to follow the procedures set forth in Minnesota Statutes § 15.0412, subd. 4h (1980).

Persons interested in these forms shall have 30 days to submit comments on the proposed forms. The proposed forms may be modified if the modifications are supported by the data and views submitted to the agency and do not result in a substantial change in the proposed language.

Unless seven or more persons submit written requests for a public hearing on the proposed forms within the 30-day comment period, a public hearing will not be held. In the event a hearing is required, the agency will proceed according to the provisions of Minn. Stat. § 15.0412, subds. 4-4f.

Persons who wish to submit comments or a written request for a public hearing should submit such comments or request to:

Mr. Daniel W. Hardy
Assistant to the Commissioner
Securities and Real Estate Division
Department of Commerce
500 Metro Square Building
Saint Paul, Minnesota 55101
Telephone: (612) 296-5689

KEY: PROPOSED RULES SECTION — Underlining indicates additions to existing rule language. ~~Strike outs~~ indicate deletions from existing rule language. If a proposed rule is totally new, it is designated "all new material." ADOPTED RULES SECTION — Underlining indicates additions to proposed rule language. ~~Strike outs~~ indicate deletions from proposed rule language.

Authority for the adoption of these forms is contained in Minn. Stat. § 507.09 (1980). Additionally, a statement of need and reasonableness that describes the need for and reasonableness of each provision of the proposed forms and identifies the data and information relied upon to support the proposed forms has been prepared and is available for inspection by the public, during regular business hours, at the above address.

Upon adoption of the final forms without a public hearing, the proposed forms, this notice, the statement of need and reasonableness, all written comments received, and the final forms as adopted will be delivered to the Attorney General for review as to form and legality, including the issue of substantial change. Persons who wish to be advised of the submission of this material to the Attorney General, or who wish to receive a copy of the final forms as proposed for adoption, should submit a written statement of such request to Mr. Hardy.

The proposed forms follow this notice.

June 11, 1982

Mary Alice Brophy
Commissioner of Securities and Real Estate

Rules as Proposed (all new material)

4 MCAR § 1.5000 Contract for deed with individual seller. The recommended form for a contract for deed when there is an individual seller is contained in Exhibit 4 MCAR § 1.5000-1.

4 MCAR § 1.5001 Contract for deed with joint tenants as purchasers. The recommended form for a contract for deed when the purchasers are joint tenants is contained in Exhibit 4 MCAR § 1.5001-1.

4 MCAR § 1.5002 Contract for deed from a corporation or partnership seller. The recommended form for a contract for deed when there is a corporation or partnership seller is contained in Exhibit 4 MCAR § 1.5002-1.

4 MCAR § 1.5003 Contract for deed from a corporation or partnership to joint tenants. The recommended form for a contract for deed from a corporation or partnership to joint tenants is contained in Exhibit 4 MCAR § 1.5003-1.

4 MCAR § 1.5004 Assignment of contract for deed by an individual. The recommended form for an assignment of a contract for deed by an individual seller, purchaser, or assignee is contained in Exhibit 4 MCAR § 1.5004-1.

4 MCAR § 1.5005 Assignment of contract for deed by a corporation or partnership. The recommended form for an assignment of a contract for deed by a corporate or partnership seller, purchaser, or assignee is contained in Exhibit 4 MCAR § 1.5005-1.

4 MCAR § 1.5006 Affidavit of identity and survivorship. The recommended form for an affidavit of identity and survivorship for death occurring after December 31, 1979 is contained in Exhibit 4 MCAR § 1.5006-1.

4 MCAR § 1.5007 Residential mortgage between individuals. The recommended form for a residential mortgage between individuals is contained in Exhibit 4 MCAR § 1.5007-1.

4 MCAR § 1.5008 Residential mortgage from individual to a corporation or partnership. The recommended form for a residential mortgage from an individual as mortgagor to a corporation or partnership as mortgagee is contained in Exhibit 4 MCAR § 1.5008-1.

Exhibit 4 MCAR § 1.5000-1

CONTRACT FOR DEED Form No. 54-M Minnesota Uniform Conveyancing Blanks (1979) Miller Davis Co., Minneapolis
Individual Seller

No delinquent taxes and transfer entered;
Certificate of Real Estate Value
( )filed ( )not required
_____, 19__.

_____
County Auditor

By _____
Deputy

(reserved for mortgage registry tax payment data)

(reserved for recording data)

MORTGAGE REGISTRY TAX DUE HEREON:

$_____

Date: _____, 19__

THIS CONTRACT FOR DEED is made on the above date by _____

_____, _____
(marital status)

Seller (whether one or more), and _____

_____, Purchaser (whether one or more).

Seller and Purchaser agree to the following terms:

1. PROPERTY DESCRIPTION. Seller hereby sells, and Purchaser hereby buys, real property in _____ County, Minnesota, described as follows:

together with all hereditaments and appurtenances belonging thereto (the Property).

2. TITLE. Seller warrants that title to the Property is, on the date of this contract, subject only to the following exceptions:
   (a) Covenants, conditions, restrictions, declarations and easements of record, if any;
   (b) Reservations of minerals or mineral rights by the State of Minnesota, if any;
   (c) Building, zoning and subdivision laws and regulations;
   (d) The lien of real estate taxes and installments of special assessments which are payable by Purchaser pursuant to paragraph 6 of this contract; and
   (e) The following liens or encumbrances:

3. DELIVERY OF DEED AND EVIDENCE OF TITLE. Upon Purchaser's prompt and full performance of this contract, Seller shall:
   (a) Execute, acknowledge and deliver to Purchaser a _____ Deed, in recordable form, conveying marketable title to the Property to Purchaser, subject only to the following exceptions:
      (i) Those exceptions referred to in paragraph 2(a), (b), (c) and (d) of this contract;
      (ii) Liens, encumbrances, adverse claims or other matters which Purchaser has created, suffered or permitted to accrue after the date of this contract; and
      (iii) The following liens or encumbrances:

      ; and
   (b) Deliver to Purchaser the abstract of title to the Property or, if the title is registered, the owner's duplicate certificate of title.

4. PURCHASE PRICE. Purchaser shall pay to Seller, at _____, the sum of _____ ($_____), as and for the purchase price for the Property, payable as follows:

5. PREPAYMENT. Unless otherwise provided in this contract, Purchaser shall have the right to fully or partially prepay this contract at any time without penalty. Any partial prepayment shall be applied first to payment of amounts then due under this contract, including unpaid accrued interest, and the balance shall be applied to the principal installments to be paid in the inverse order of their maturity. Partial prepayment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments.

6. REAL ESTATE TAXES AND ASSESSMENTS. Purchaser shall pay, before penalty accrues, all real estate taxes and installments of special assessments assessed against the Property which are due and payable in the year 19____ and in all subsequent years. Real estate taxes and installments of special assessments which are due and payable in the year in which this contract is dated shall be paid as follows:

Seller warrants that the real estate taxes and installments of special assessments which were due and payable in the years preceding the year in which this contract is dated are paid in full.

7. PROPERTY INSURANCE.
   (a) INSURED RISKS AND AMOUNT. Purchaser shall keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, extended coverage perils, vandalism, malicious mischief and, if applicable, steam boiler explosion for at least the amount of _____.
   If any of the buildings, improvements or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Purchaser shall procure and maintain flood insurance in amounts reasonably satisfactory to Seller.
   (b) OTHER TERMS. The insurance policy shall contain a loss payable clause in favor of Seller which provides that Seller's right to recover under the insurance shall not be impaired by any acts or omissions of Purchaser or Seller, and that Seller shall otherwise be afforded all rights and privileges customarily provided a mortgagee under the so-called standard mortgage clause.
   (c) NOTICE OF DAMAGE. In the event of damage to the Property by fire or other casualty, Purchaser shall promptly give notice of such damage to Seller and the insurance company.

8. DAMAGE TO THE PROPERTY.
   (a) APPLICATION OF INSURANCE PROCEEDS. If the Property is damaged by fire or other casualty, the insurance proceeds paid on account of such damage shall be applied to payment of the amounts payable by Purchaser under this contract, even if such amounts are not then due to be paid, unless Purchaser makes a permitted election described in the next paragraph. Such amounts shall be first applied to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance of insurance proceeds, if any, shall be the property of Purchaser.

KEY: PROPOSED RULES SECTION — Underlining indicates additions to existing rule language. ~~Strike outs~~ indicate deletions from existing rule language. If a proposed rule is totally new, it is designated "all new material." ADOPTED RULES SECTION — Underlining indicates additions to proposed rule language. ~~Strike outs~~ indicate deletions from proposed rule language.

(b) PURCHASER'S ELECTION TO REBUILD. If Purchaser is not in default under this contract, or after curing any such default, and if the mortgagees in any prior mortgages and sellers in any prior contracts for deed do not require otherwise, Purchaser may elect to have that portion of such insurance proceeds necessary to repair, replace or restore the damaged Property (the repair work) deposited in escrow with a bank or title insurance company qualified to do business in the State of Minnesota, or such other party as may be mutually agreeable to Seller and Purchaser. The election may only be made by written notice to Seller within sixty days after the damage occurs. Also, the election will only be permitted if the plans and specifications and contracts for the repair work are approved by Seller, which approval Seller shall not unreasonably withhold or delay. If such a permitted election is made by Purchaser, Seller and Purchaser shall jointly deposit, when paid, such insurance proceeds into such escrow. If such insurance proceeds are insufficient for the repair work, Purchaser shall, before the commencement of the repair work, deposit into such escrow sufficient additional money to insure the full payment for the repair work. Even if the insurance proceeds are unavailable or are insuffficient to pay the cost of the repair work, Purchaser shall at all times be responsible to pay the full cost of the repair work. All escrowed funds shall be disbursed by the escrowee in accordance with generally accepted sound construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be deposited by Purchaser into such escrow before the commencement of the repair work. Purchaser shall complete the repair work as soon as reasonably possible and in a good and workmanlike manner, and in any event the repair work shall be completed by Purchaser within one year after the damage occurs. If, following the completion of and payment for the repair work, there remain any undisbursed escrow funds, such funds shall be applied to payment of the amounts payable by Purchaser under this contract in accordance with paragraph 8 (a) above.

9. INJURY OR DAMAGE OCCURRING ON THE PROPERTY.
   (a) LIABILITY. Seller shall be free from liability and claims for damages by reason of injuries occurring on or after the date of this contract to any person or persons or property while on or about the Property. Purchaser shall defend and indemnify Seller from all liability, loss, costs and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries. However, Purchaser shall have no liability or obligation to Seller for such injuries which are caused by the negligence or intentional wrongful acts or omissions of Seller.
   (b) LIABILITY INSURANCE. Purchaser shall, at Purchaser's own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the Property in amounts reasonably satisfactory to Seller and naming Seller as an additional insured.
10. INSURANCE, GENERALLY. The insurance which Purchaser is required to procure and maintain pursuant to paragraphs 7 and 9 of this contract shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to Seller. The insurance shall be maintained by Purchaser at all times while any amount remains unpaid under this contract. The insurance policies shall provide for not less than ten days written notice to Seller before cancellation, non-renewal, termination or change in coverage, and Purchaser shall deliver to Seller a duplicate original or certificate of such insurance policy or policies.
11. CONDEMNATION. If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchaser under this contract, even if such amounts are not then due to be paid. Such amounts shall be applied first to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance, if any, shall be the property of Purchaser.
12. WASTE, REPAIR AND LIENS. Purchaser shall not remove or demolish any buildings, improvements or fixtures now or later located on or a part of the Property, nor shall Purchaser commit or allow waste of the Property. Purchaser shall maintain the Property in good condition and repair. Purchaser shall not create or permit to accrue liens or adverse claims against the Property which constitute a lien or claim against Seller's interest in the Property. Purchaser shall pay to Seller all amounts, costs and expenses, including reasonable attorneys' fees, incurred by Seller to remove any such liens or adverse claims.
13. DEED AND MORTGAGE REGISTRY TAXES. Seller shall, upon Purchaser's full performance of this contract, pay the deed tax due upon the recording or filing of the deed to be delivered by Seller to Purchaser. The mortgage registry tax due upon the recording or filing of this contract shall be paid by the party who records or files this contract; however, this provision shall not impair the right of Seller to collect from Purchaser the amount of such tax actually paid by Seller as provided in the applicable law governing default and service of notice of termination of this contract.
14. NOTICE OF ASSIGNMENT. If either Seller or Purchaser assigns their interest in the Property, a copy of such assignment shall promptly be furnished to the non-assigning party.
15. PROTECTION OF INTERESTS. If Purchaser fails to pay any sum of money required under the terms of this contract or fails to perform any of Purchaser's obligations as set forth in this contract, Seller may, at Seller's option, pay the same or cause the same to be performed, or both, and the amounts so paid by Seller and the cost of such performance shall be payable at once, with interest at the rate stated in paragraph 4 of this contract, as an additional amount due Seller under this contract.
    If there now exists, or if Seller hereafter creates, suffers or permits to accrue, any mortgage, contract for deed, lien or encumbrance against the Property which is not herein expressly assumed by Purchaser, and provided Purchaser is not in default under this contract, Seller shall timely pay all amounts due thereon, and if Seller fails to do so, Purchaser may, at Purchaser's option, pay any such delinquent amounts and deduct the amounts paid from the installment(s) next coming due under this contract.
16. DEFAULT. The time of performance by Purchaser of the terms of this contract is an essential part of this contract. Should Purchaser fail to timely perform any of the terms of this contract, Seller may, at Seller's option, elect to declare this contract cancelled and terminated by notice to Purchaser in accordance with applicable law. All right, title and interest acquired under this contract by Purchaser shall then cease and terminate, and all improvements made upon the Property and all payments made by Purchaser pursuant to this contract shall belong to Seller as liquidated damages for breach of this contract. Neither the extension of the time for payment of any sum of money to be paid hereunder nor any waiver by Seller of Seller's rights to declare this contract forfeited by reason of any breach shall in any manner affect Seller's right to cancel this contract because of defaults subsequently occurring, and no extension of time shall be valid unless agreed to in writing. After service of notice of default and failure to cure such default within the period allowed by law, Purchaser shall, upon demand, surrender possession of the Property to Seller, but Purchaser shall be entitled to possession of the Property until the expiration of such period.
17. BINDING EFFECT. The terms of this contract shall run with the land and bind the parties hereto and their successors in interest.
18. HEADINGS. Headings of the paragraphs of this contract are for convenience only and do not define, limit or construe the contents of such paragraphs.
19. ASSESSMENTS BY OWNERS' ASSOCIATION. If the Property is subject to a recorded declaration providing for assessments to be levied against the Property by any owners' association, which assessments may become a lien against the Property if not paid, then:
   (a) Purchaser shall promptly pay, when due, all assessments imposed by the owners' association or other governing body as required by the provisions of the declaration or other related documents; and
   (b) So long as the owners' association maintains a master or blanket policy of insurance against fire, extended coverage perils and such other hazards and in such amounts as are required by this contract, then:
      (i) Purchaser's obligation in this contract to maintain hazard insurance coverage on the Property is satisfied; and
      (ii) The provisions in paragraph 8 of this contract regarding application of insurance proceeds shall be superceded by the provisions of the declaration or other related documents; and
      (iii) In the event of a distribution of insurance proceeds in lieu of restoration or repair following an insured casualty loss to the Property, any such proceeds payable to Purchaser are hereby assigned and shall be paid to Seller for application to the sum secured by this contract, with the excess, if any, paid to Purchaser.
20. ADDITIONAL TERMS:

SELLER(S) _____

_____

_____

_____

PURCHASER(S) _____

_____

_____

_____

State of Minnesota }
County of _____ } ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 19____, by _____.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

_____
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

State of Minnesota }
County of _____ } ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 19____, by _____.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

_____
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Tax Statements for the real property described in this instrument should be sent to:

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

FAILURE TO RECORD OR FILE THIS CONTRACT FOR DEED MAY GIVE OTHER PARTIES PRIORITY OVER PURCHASER'S INTEREST IN THE PROPERTY.

Exhibit 4 MCAR § 1.5001-1

CONTRACT FOR DEED **Form No. 55-M** Minnesota Uniform Conveyancing Blanks (1978) Miller-Davis Co., Minneapolis
Individuals to Joint Tenants

No delinquent taxes and transfer entered;
Certificate of Real Estate Value
( )filed ( )not required
_____, 19____.

_____
County Auditor

By _____
Deputy

(reserved for mortgage registry tax payment data)

(reserved for recording data)

MORTGAGE REGISTRY TAX DUE HEREON:

$_____

Date: _____, 19____

THIS CONTRACT FOR DEED is made on the above date by _____

_____, _____
(marital status)

Seller (whether one or more), and _____

_____, Purchasers, as joint tenants.

Seller and Purchasers agree to the following terms:

1. PROPERTY DESCRIPTION. Seller hereby sells, and Purchasers hereby buy, real property in _____ County, Minnesota, described as follows:

together with all hereditaments and appurtenances belonging thereto (the Property).

2. TITLE. Seller warrants that title to the Property is, on the date of this contract, subject only to the following exceptions:
   (a) Covenants, conditions, restrictions, declarations and easements of record, if any;
   (b) Reservations of minerals or mineral rights by the State of Minnesota, if any;
   (c) Building, zoning and subdivision laws and regulations;
   (d) The lien of real estate taxes and installments of special assessments which are payable by Purchasers pursuant to paragraph 6 of this contract; and
   (e) The following liens or encumbrances:

3. DELIVERY OF DEED AND EVIDENCE OF TITLE. Upon Purchasers' prompt and full performance of this contract, Seller shall:
   (a) Execute, acknowledge and deliver to Purchasers a _____ Deed, in recordable form, conveying marketable title to the Property to Purchasers, subject only to the following exceptions:
      (i) Those exceptions referred to in paragraph 2(a), (b), (c) and (d) of this contract;
      (ii) Liens, encumbrances, adverse claims or other matters which Purchasers have created, suffered or permitted to accrue after the date of this contract; and
      (iii) The following liens or encumbrances:

      ; and
   (b) Deliver to Purchasers the abstract of title to the Property or, if the title is registered, the owner's duplicate certificate of title.

4. PURCHASE PRICE. Purchasers shall pay to Seller, at _____, the sum of _____ ($_____), as and for the purchase price for the Property, payable as follows:

5. PREPAYMENT. Unless otherwise provided in this contract, Purchasers shall have the right to fully or partially prepay this contract at any time without penalty. Any partial prepayment shall be applied first to payment of amounts then due under this contract, including unpaid accrued interest, and the balance shall be applied to the principal installments to be paid in the inverse order of their maturity. Partial prepayment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments.

6. REAL ESTATE TAXES AND ASSESSMENTS. Purchasers shall pay, before penalty accrues, all real estate taxes and installments of special assessments assessed against the Property which are due and payable in the year 19____ and in all subsequent years. Real estate taxes and installments of special assessments which are due and payable in the year in which this contract is dated shall be paid as follows:

Seller warrants that the real estate taxes and installments of special assessments which were due and payable in the years preceding the year in which this contract is dated are paid in full.

7. PROPERTY INSURANCE.
   (a) INSURED RISKS AND AMOUNT. Purchasers shall keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, extended coverage perils, vandalism, malicious mischief and, if applicable, steam boiler explosion for at least the amount of _____.
   If any of the buildings, improvements or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Purchasers shall procure and maintain flood insurance in amounts reasonably satisfactory to Seller.
   (b) OTHER TERMS. The insurance policy shall contain a loss payable clause in favor of Seller which provides that Seller's right to recover under the insurance shall not be impaired by any acts or omissions of Purchasers or Seller, and that Seller shall otherwise be afforded all rights and privileges customarily provided a mortgagee under the so-called standard mortgage clause.
   (c) NOTICE OF DAMAGE. In the event of damage to the Property by fire or other casualty, Purchasers shall promptly give notice of such damage to Seller and the insurance company.

8. DAMAGE TO THE PROPERTY.
   (a) APPLICATION OF INSURANCE PROCEEDS. If the Property is damaged by fire or other casualty, the insurance proceeds paid on account of such damage shall be applied to payment of the amounts payable by Purchasers under this contract, even if such amounts are not then due to be paid, unless Purchasers make a permitted election described in the next paragraph. Such amounts shall be first applied to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance of insurance proceeds, if any, shall be the property of Purchasers.

KEY: PROPOSED RULES SECTION — Underlining indicates additions to existing rule language. ~~Strike outs~~ indicate deletions from existing rule language. If a proposed rule is totally new, it is designated "all new material." ADOPTED RULES SECTION — Underlining indicates additions to proposed rule language. ~~Strike outs~~ indicate deletions from proposed rule language.

(b) PURCHASERS' ELECTION TO REBUILD. If Purchasers are not in default under this contract, or after curing any such default, and if the mortgagees in any prior mortgages and sellers in any prior contracts for deed do not require otherwise, Purchasers may elect to have that portion of such insurance proceeds necessary to repair, replace or restore the damaged Property (the repair work) deposited in escrow with a bank or title insurance company qualified to do business in the State of Minnesota, or such other party as may be mutually agreeable to Seller and Purchasers. The election may only be made by written notice to Seller within sixty days after the damage occurs. Also, the election will only be permitted if the plans and specifications and contracts for the repair work are approved by Seller, which approval Seller shall not unreasonably withhold or delay. If such a permitted election is made by Purchasers, Seller and Purchasers shall jointly deposit, when paid, such insurance proceeds into such escrow. If such insurance proceeds are insufficient for the repair work, Purchasers shall, before the commencement of the repair work, deposit into such escrow sufficient additional money to insure the full payment for the repair work. Even if the insurance proceeds are unavailable or are insufficient to pay the cost of the repair work, Purchasers shall at all times be responsible to pay the full cost of the repair work. All escrowed funds shall be disbursed by the escrowee in accordance with generally accepted sound construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be deposited by Purchasers into such escrow before the commencement of the repair work. Purchasers shall complete the repair work as soon as reasonably possible and in a good and workmanlike manner, and in any event the repair work shall be completed by Purchasers within one year after the damage occurs. If, following the completion of and payment for the repair work, there remain any undisbursed escrow funds, such funds shall be applied to payment of the amounts payable by Purchasers under this contract in accordance with paragraph 8 (a) above.

9. INJURY OR DAMAGE OCCURRING ON THE PROPERTY.
   (a) LIABILITY. Seller shall be free from liability and claims for damages by reason of injuries occurring on or after the date of this contract to any person or persons or property while on or about the Property. Purchasers shall defend and indemnify Seller from all liability, loss, costs and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries. However, Purchasers shall have no liability or obligation to Seller for such injuries which are caused by the negligence or intentional wrongful acts or omissions of Seller.
   (b) LIABILITY INSURANCE. Purchasers shall, at their own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the Property in amounts reasonably satisfactory to Seller and naming Seller as an additional insured.
10. INSURANCE, GENERALLY. The insurance which Purchasers are required to procure and maintain pursuant to paragraphs 7 and 9 of this contract shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to Seller. The insurance shall be maintained by Purchasers at all times while any amount remains unpaid under this contract. The insurance policies shall provide for not less than ten days written notice to Seller before cancellation, non-renewal, termination or change in coverage, and Purchasers shall deliver to Seller a duplicate original or certificate of such insurance policy or policies.
11. CONDEMNATION. If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchasers under this contract, even if such amounts are not then due to be paid. Such amounts shall be applied first to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance, if any, shall be the property of Purchasers.
12. WASTE, REPAIR AND LIENS. Purchasers shall not remove or demolish any buildings, improvements or fixtures now or later located on or a part of the Property, nor shall Purchasers commit or allow waste of the Property. Purchasers shall maintain the Property in good condition and repair. Purchasers shall not create or permit to accrue liens or adverse claims against the Property which constitute a lien or claim against Seller's interest in the Property. Purchasers shall pay to Seller all amounts, costs and expenses, including reasonable attorneys' fees, incurred by Seller to remove any such liens or adverse claims.
13. DEED AND MORTGAGE REGISTRY TAXES. Seller shall, upon Purchasers' full performance of this contract, pay the deed tax due upon the recording or filing of the deed to be delivered by Seller to Purchasers. The mortgage registry tax due upon the recording or filing of this contract shall be paid by the party who records or files this contract; however, this provision shall not impair the right of Seller to collect from Purchasers the amount of such tax actually paid by Seller as provided in the applicable law governing default and service of notice of termination of this contract.
14. NOTICE OF ASSIGNMENT. If either Seller or Purchasers assign their interest in the Property, a copy of such assignment shall promptly be furnished to the non-assigning party.
15. PROTECTION OF INTERESTS. If Purchasers fail to pay any sum of money required under the terms of this contract or fail to perform any of their obligations as set forth in this contract, Seller may, at Seller's option, pay the same or cause the same to be performed, or both, and the amounts so paid by Seller and the cost of such performance shall be payable at once, with interest at the rate stated in paragraph 4 of this contract, as an additional amount due Seller under this contract.
    If there now exists, or if Seller hereafter creates, suffers or permits to accrue, any mortgage, contract for deed, lien or encumbrance against the Property which is not herein expressly assumed by Purchasers, and provided Purchasers are not in default under this contract, Seller shall timely pay all amounts due thereon, and if Seller fails to do so, Purchasers may, at their option, pay any such delinquent amounts and deduct the amounts paid from the installment(s) next coming due under this contract.
16. DEFAULT. The time of performance by Purchasers of the terms of this contract is an essential part of this contract. Should Purchasers fail to timely perform any of the terms of this contract, Seller may, at Seller's option, elect to declare this contract cancelled and terminated by notice to Purchasers in accordance with applicable law. All right, title and interest acquired under this contract by Purchasers shall then cease and terminate, and all improvements made upon the Property and all payments made by Purchasers pursuant to this contract shall belong to Seller as liquidated damages for breach of this contract. Neither the extension of the time for payment of any sum of money to be paid hereunder nor any waiver by Seller of Seller's rights to declare this contract forfeited by reason of any breach shall in any manner affect Seller's right to cancel this contract because of defaults subsequently occurring, and no extension of time shall be valid unless agreed to in writing. After service of notice of default and failure to cure such default within the period allowed by law, Purchasers shall, upon demand, surrender possession of the Property to Seller, but Purchasers shall be entitled to possession of the Property until the expiration of such period.
17. BINDING EFFECT. The terms of this contract shall run with the land and bind the parties hereto and their successors in interest.
18. HEADINGS. Headings of the paragraphs of this contract are for convenience only and do not define, limit or construe the contents of such paragraphs.
19. ASSESSMENTS BY OWNERS' ASSOCIATION. If the Property is subject to a recorded declaration providing for assessments to be levied against the Property by any owners' association, which assessments may become a lien against the Property if not paid, then:
   (a) Purchasers shall promptly pay, when due, all assessments imposed by the owners' association or other governing body as required by the provisions of the declaration or other related documents; and
   (b) So long as the owners' association maintains a master or blanket policy of insurance against fire, extended coverage perils and such other hazards and in such amounts as are required by this contract, then:
      (i) Purchasers' obligation in this contract to maintain hazard insurance coverage on the Property is satisfied; and
      (ii) The provisions in paragraph 8 of this contract regarding application of insurance proceeds shall be superceded by the provisions of the declaration or other related documents; and
      (iii) In the event of a distribution of insurance proceeds in lieu of restoration or repair following an insured casualty loss to the Property, any such proceeds payable to Purchasers are hereby assigned and shall be paid to Seller for application to the sum secured by this contract, with the excess, if any, paid to Purchasers.
20. ADDITIONAL TERMS:

SELLER(S) _____ _____ _____ _____

PURCHASERS _____ _____ _____ _____

State of Minnesota } ss.
County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 19____, by _____.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

_____
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

State of Minnesota } ss.
County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 19____, by _____.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

_____
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Tax Statements for the real property described in this instrument should be sent to:

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

FAILURE TO RECORD OR FILE THIS CONTRACT FOR DEED MAY GIVE OTHER PARTIES PRIORITY OVER PURCHASERS' INTEREST IN THE PROPERTY.

Exhibit 4 MCAR § 1.5002-1

CONTRACT FOR DEED Form No. 58-M Minnesota Uniform Conveyancing Blanks (1978) Miller Davis Co., Minneapolis
Corporation or Partnership Seller

No delinquent taxes and transfer entered;
Certificate of Real Estate Value
( )filed ( )not required
_____, 19__.

_____
County Auditor

By _____
Deputy

(reserved for mortgage registry tax payment data)

(reserved for recording data)

MORTGAGE REGISTRY TAX DUE HEREON:

$_____

Date: _____, 19__

THIS CONTRACT FOR DEED is made on the above date by _____

_____, a _____ under the laws of _____

Seller, and _____

_____, Purchaser (whether one or more).

Seller and Purchaser agree to the following terms:

1. PROPERTY DESCRIPTION. Seller hereby sells, and Purchaser hereby buys, real property in _____ County, Minnesota, described as follows:

together with all hereditaments and appurtenances belonging thereto (the Property).

2. TITLE. Seller warrants that title to the Property is, on the date of this contract, subject only to the following exceptions:
   (a) Covenants, conditions, restrictions, declarations and easements of record, if any;
   (b) Reservations of minerals or mineral rights by the State of Minnesota, if any;
   (c) Building, zoning and subdivision laws and regulations;
   (d) The lien of real estate taxes and installments of special assessments which are payable by Purchaser pursuant to paragraph 6 of this contract; and
   (e) The following liens or encumbrances:

3. DELIVERY OF DEED AND EVIDENCE OF TITLE. Upon Purchaser's prompt and full performance of this contract, Seller shall:
   (a) Execute, acknowledge and deliver to Purchaser a _____ Deed, in recordable form, conveying marketable title to the Property to Purchaser, subject only to the following exceptions:
      (i) Those exceptions referred to in paragraph 2(a), (b), (c) and (d) of this contract;
      (ii) Liens, encumbrances, adverse claims or other matters which Purchaser has created, suffered or permitted to accrue after the date of this contract; and
      (iii) The following liens or encumbrances:

      ; and
   (b) Deliver to Purchaser the abstract of title to the Property or, if the title is registered, the owner's duplicate certificate of title.

4. PURCHASE PRICE. Purchaser shall pay to Seller, at _____, the sum of _____ ($_____), as and for the purchase price for the Property, payable as follows:

5. PREPAYMENT. Unless otherwise provided in this contract, Purchaser shall have the right to fully or partially prepay this contract at any time without penalty. Any partial prepayment shall be applied first to payment of amounts then due under this contract, including unpaid accrued interest, and the balance shall be applied to the principal installments to be paid in the inverse order of their maturity. Partial prepayment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments.

6. REAL ESTATE TAXES AND ASSESSMENTS. Purchaser shall pay, before penalty accrues, all real estate taxes and installments of special assessments assessed against the Property which are due and payable in the year 19____ and in all subsequent years. Real estate taxes and installments of special assessments which are due and payable in the year in which this contract is dated shall be paid as follows:

Seller warrants that the real estate taxes and installments of special assessments which were due and payable in the years preceding the year in which this contract is dated are paid in full.

7. PROPERTY INSURANCE.
   (a) INSURED RISKS AND AMOUNT. Purchaser shall keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, extended coverage perils, vandalism, malicious mischief and, if applicable, steam boiler explosion for at least the amount of _____. If any of the buildings, improvements or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Purchaser shall procure and maintain flood insurance in amounts reasonably satisfactory to Seller.
   (b) OTHER TERMS. The insurance policy shall contain a loss payable clause in favor of Seller which provides that Seller's right to recover under the insurance shall not be impaired by any acts or omissions of Purchaser or Seller, and that Seller shall otherwise be afforded all rights and privileges customarily provided a mortgagee under the so-called standard mortgage clause.
   (c) NOTICE OF DAMAGE. In the event of damage to the Property by fire or other casualty, Purchaser shall promptly give notice of such damage to Seller and the insurance company.

8. DAMAGE TO THE PROPERTY.
   (a) APPLICATION OF INSURANCE PROCEEDS. If the Property is damaged by fire or other casualty, the insurance proceeds paid on account of such damage shall be applied to payment of the amounts payable by Purchaser under this contract, even if such amounts are not then due to be paid, unless Purchaser makes a permitted election described in the next paragraph. Such amounts shall be first applied to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance of insurance proceeds, if any, shall be the property of Purchaser.

KEY: PROPOSED RULES SECTION — Underlining indicates additions to existing rule language. ~~Strike outs~~ indicate deletions from existing rule language. If a proposed rule is totally new, it is designated "all new material." ADOPTED RULES SECTION — Underlining indicates additions to proposed rule language. ~~Strike outs~~ indicate deletions from proposed rule language.

(b) PURCHASER'S ELECTION TO REBUILD. If Purchaser is not in default under this contract, or after curing any such default, and if the mortgagees in any prior mortgages and sellers in any prior contracts for deed do not require otherwise, Purchaser may elect to have that portion of such insurance proceeds necessary to repair, replace or restore the damaged Property (the repair work) deposited in escrow with a bank or title insurance company qualified to do business in the State of Minnesota, or such other party as may be mutually agreeable to Seller and Purchaser. The election may only be made by written notice to Seller within sixty days after the damage occurs. Also, the election will only be permitted if the plans and specifications and contracts for the repair work are approved by Seller, which approval Seller shall not unreasonably withhold or delay. If such a permitted election is made by Purchaser, Seller and Purchaser shall jointly deposit, when paid, such insurance proceeds into such escrow. If such insurance proceeds are insufficient for the repair work, Purchaser shall, before the commencement of the repair work, deposit into such escrow sufficient additional money to insure the full payment for the repair work. Even if the insurance proceeds are unavailable or are insuffficient to pay the cost of the repair work, Purchaser shall at all times be responsible to pay the full cost of the repair work. All escrowed funds shall be disbursed by the escrowee in accordance with generally accepted sound construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be deposited by Purchaser into such escrow before the commencement of the repair work. Purchaser shall complete the repair work as soon as reasonably possible and in a good and workmanlike manner, and in any event the repair work shall be completed by Purchaser within one year after the damage occurs. If, following the completion of and payment for the repair work, there remain any undisbursed escrow funds, such funds shall be applied to payment of the amounts payable by Purchaser under this contract in accordance with paragraph 8 (a) above.

9. INJURY OR DAMAGE OCCURRING ON THE PROPERTY.
   (a) LIABILITY. Seller shall be free from liability and claims for damages by reason of injuries occurring on or after the date of this contract to any person or persons or property while on or about the Property. Purchaser shall defend and indemnify Seller from all liability, loss, costs and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries. However, Purchaser shall have no liability or obligation to Seller for such injuries which are caused by the negligence or intentional wrongful acts or omissions of Seller.
   (b) LIABILITY INSURANCE. Purchaser shall, at Purchaser's own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occuring on or about the Property in amounts reasonably satisfactory to Seller and naming Seller as an additional insured.
10. INSURANCE, GENERALLY. The insurance which Purchaser is required to procure and maintain pursuant to paragraphs 7 and 9 of this contract shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to Seller. The insurance shall be maintained by Purchaser at all times while any amount remains unpaid under this contract. The insurance policies shall provide for not less than ten days written notice to Seller before cancellation, non-renewal, termination or change in coverage, and Purchaser shall deliver to Seller a duplicate original or certificate of such insurance policy or policies.
11. CONDEMNATION. If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchaser under this contract, even if such amounts are not then due to be paid. Such amounts shall be applied first to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance, if any, shall be the property of Purchaser.
12. WASTE, REPAIR AND LIENS. Purchaser shall not remove or demolish any buildings, improvements or fixtures now or later located on or a part of the Property, nor shall Purchaser commit or allow waste of the Property. Purchaser shall maintain the Property in good condition and repair. Purchaser shall not create or permit to accrue liens or adverse claims against the Property which constitute a lien or claim against Seller's interest in the Property. Purchaser shall pay to Seller all amounts, costs and expenses, including reasonable attorneys' fees, incurred by Seller to remove any such liens or adverse claims.
13. DEED AND MORTGAGE REGISTRY TAXES. Seller shall, upon Purchaser's full performance of this contract, pay the deed tax due upon the recording or filing of the deed to be delivered by Seller to Purchaser. The mortgage registry tax due upon the recording or filing of this contract shall be paid by the party who records or files this contract; however, this provision shall not impair the right of Seller to collect from Purchaser the amount of such tax actually paid by Seller as provided in the applicable law governing default and service of notice of termination of this contract.
14. NOTICE OF ASSIGNMENT. If either Seller or Purchaser assigns their interest in the Property, a copy of such assignment shall promptly be furnished to the non-assigning party.
15. PROTECTION OF INTERESTS. If Purchaser fails to pay any sum of money required under the terms of this contract or fails to perform any of Purchaser's obligations as set forth in this contract, Seller may, at Seller's option, pay the same or cause the same to be performed, or both, and the amounts so paid by Seller and the cost of such performance shall be payable at once, with interest at the rate stated in paragraph 4 of this contract, as an additional amount due Seller under this contract.
    If there now exists, or if Seller hereafter creates, suffers or permits to accrue, any mortgage, contract for deed, lien or encumbrance against the Property which is not herein expressly assumed by Purchaser, and provided Purchaser is not in default under this contract, Seller shall timely pay all amounts due thereon, and if Seller fails to do so, Purchaser may, at Purchaser's option, pay any such delinquent amounts and deduct the amounts paid from the installment(s) next coming due under this contract.
16. DEFAULT. The time of performance by Purchaser of the terms of this contract is an essential part of this contract. Should Purchaser fail to timely perform any of the terms of this contract, Seller may, at Seller's option, elect to declare this contract cancelled and terminated by notice to Purchaser in accordance with applicable law. All right, title and interest acquired under this contract by Purchaser shall then cease and terminate, and all improvements made upon the Property and all payments made by Purchaser pursuant to this contract shall belong to Seller as liquidated damages for breach of this contract. Neither the extension of the time for payment of any sum of money to be paid hereunder nor any waiver by Seller of Seller's rights to declare this contract forfeited by reason of any breach shall in any manner affect Seller's right to cancel this contract because of defaults subsequently occurring, and no extension of time shall be valid unless agreed to in writing. After service of notice of default and failure to cure such default within the period allowed by law, Purchaser shall, upon demand, surrender possession of the Property to Seller, but Purchaser shall be entitled to possession of the Property until the expiration of such period.
17. BINDING EFFECT. The terms of this contract shall run with the land and bind the parties hereto and their successors in interest.
18. HEADINGS. Headings of the paragraphs of this contract are for convenience only and do not define, limit or construe the contents of such paragraphs.
19. ASSESSMENTS BY OWNERS' ASSOCIATION. If the Property is subject to a recorded declaration providing for assessments to be levied against the Property by any owners' association, which assessments may become a lien against the Property if not paid, then:
   (a) Purchaser shall promptly pay, when due, all assessments imposed by the owners' association or other governing body as required by the provisions of the declaration or other related documents; and
   (b) So long as the owners' association maintains a master or blanket policy of insurance against fire, extended coverage perils and such other hazards and in such amounts as are required by this contract, then:
      (i) Purchaser's obligation in this contract to maintain hazard insurance coverage on the Property is satisfied; and
      (ii) The provisions in paragraph 8 of this contract regarding application of insurance proceeds shall be superceded by the provisions of the declaration or other related documents; and
      (iii) In the event of a distribution of insurance proceeds in lieu of restoration or repair following an insured casualty loss to the Property, any such proceeds payable to Purchaser are hereby assigned and shall be paid to Seller for application to the sum secured by this contract, with the excess, if any, paid to Purchaser.
20. ADDITIONAL TERMS:

SELLER

By _____

Its _____

By _____

Its _____

PURCHASER(S)

State of Minnesota }
County of _____ } ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 19____, by _____ and _____, the _____ and _____ of _____, a _____ under the laws of _____, on behalf of the _____.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

State of Minnesota }
County of _____ } ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 19____, by _____.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Tax Statements for the real property described in this instrument should be sent to:

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

FAILURE TO RECORD OR FILE THIS CONTRACT FOR DEED MAY GIVE OTHER PARTIES PRIORITY OVER PURCHASER'S INTEREST IN THE PROPERTY.

Exhibit 4 MCAR § 1.5003-1

CONTRACT FOR DEED Form No. 57-M Minnesota Uniform Conveyancing Blanks (1978) Miller Davis Co., Minneapolis
Corporation or Partnership to Joint Tenants

No delinquent taxes and transfer entered;
Certificate of Real Estate Value
( )filed ( )not required
_____, 19__.

_____
County Auditor

By _____
Deputy

(reserved for mortgage registry tax payment data)

(reserved for recording data)

MORTGAGE REGISTRY TAX DUE HEREON:

$_____

Date: _____, 19__

THIS CONTRACT FOR DEED is made on the above date by _____

_____, a _____ under the laws of _____

Seller, and _____

_____, Purchasers, as joint tenants.

Seller and Purchasers agree to the following terms:

1. PROPERTY DESCRIPTION. Seller hereby sells, and Purchasers hereby buy, real property in _____ County, Minnesota, described as follows:

together with all hereditaments and appurtenances belonging thereto (the Property).

2. TITLE. Seller warrants that title to the Property is, on the date of this contract, subject only to the following exceptions:
   (a) Covenants, conditions, restrictions, declarations and easements of record, if any;
   (b) Reservations of minerals or mineral rights by the State of Minnesota, if any;
   (c) Building, zoning and subdivision laws and regulations;
   (d) The lien of real estate taxes and installments of special assessments which are payable by Purchasers pursuant to paragraph 6 of this contract; and
   (e) The following liens or encumbrances:

3. DELIVERY OF DEED AND EVIDENCE OF TITLE. Upon Purchasers' prompt and full performance of this contract, Seller shall:
   (a) Execute, acknowledge and deliver to Purchasers a _____ Deed, in recordable form, conveying marketable title to the Property to Purchasers, subject only to the following exceptions:
      (i) Those exceptions referred to in paragraph 2(a), (b), (c) and (d) of this contract;
      (ii) Liens, encumbrances, adverse claims or other matters which Purchasers have created, suffered or permitted to accrue after the date of this contract; and
      (iii) The following liens or encumbrances:

      ; and
   (b) Deliver to Purchasers the abstract of title to the Property or, if the title is registered, the owner's duplicate certificate of title.

4. PURCHASE PRICE. Purchasers shall pay to Seller, at _____, the sum of _____ ($_____), as and for the purchase price for the Property, payable as follows:

5. PREPAYMENT. Unless otherwise provided in this contract, Purchasers shall have the right to fully or partially prepay this contract at any time without penalty. Any partial prepayment shall be applied first to payment of amounts then due under this contract, including unpaid accrued interest, and the balance shall be applied to the principal installments to be paid in the inverse order of their maturity. Partial prepayment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments.

6. REAL ESTATE TAXES AND ASSESSMENTS. Purchasers shall pay, before penalty accrues, all real estate taxes and installments of special assessments assessed against the Property which are due and payable in the year 19__ and in all subsequent years. Real estate taxes and installments of special assessments which are due and payable in the year in which this contract is dated shall be paid as follows:

Seller warrants that the real estate taxes and installments of special assessments which were due and payable in the years preceding the year in which this contract is dated are paid in full.

7. PROPERTY INSURANCE.
   (a) INSURED RISKS AND AMOUNT. Purchasers shall keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, extended coverage perils, vandalism, malicious mischief and, if applicable, steam boiler explosion for at least the amount of _____
   If any of the buildings, improvements or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Purchasers shall procure and maintain flood insurance in amounts reasonably satisfactory to Seller.
   (b) OTHER TERMS. The insurance policy shall contain a loss payable clause in favor of Seller which provides that Seller's right to recover under the insurance shall not be impaired by any acts or omissions of Purchasers or Seller, and that Seller shall otherwise be afforded all rights and privileges customarily provided a mortgagee under the so-called standard mortgage clause.
   (c) NOTICE OF DAMAGE. In the event of damage to the Property by fire or other casualty, Purchasers shall promptly give notice of such damage to Seller and the insurance company.

8. DAMAGE TO THE PROPERTY.
   (a) APPLICATION OF INSURANCE PROCEEDS. If the Property is damaged by fire or other casualty, the insurance proceeds paid on account of such damage shall be applied to payment of the amounts payable by Purchasers under this contract, even if such amounts are not then due to be paid, unless Purchasers make a permitted election described in the next paragraph. Such amounts shall be first applied to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance of insurance proceeds, if any, shall be the property of Purchasers.

KEY: PROPOSED RULES SECTION — Underlining indicates additions to existing rule language. ~~Strike outs~~ indicate deletions from existing rule language. If a proposed rule is totally new, it is designated "all new material." ADOPTED RULES SECTION — Underlining indicates additions to proposed rule language. ~~Strike outs~~ indicate deletions from proposed rule language.

(b) PURCHASERS' ELECTION TO REBUILD. If Purchasers are not in default under this contract, or after curing any such default, and if the mortgagees in any prior mortgages and sellers in any prior contracts for deed do not require otherwise, Purchasers may elect to have that portion of such insurance proceeds necessary to repair, replace or restore the damaged Property (the repair work) deposited in escrow with a bank or title insurance company qualified to do business in the State of Minnesota, or such other party as may be mutually agreeable to Seller and Purchasers. The election may only be made by written notice to Seller within sixty days after the damage occurs. Also, the election will only be permitted if the plans and specifications and contracts for the repair work are approved by Seller, which approval Seller shall not unreasonably withhold or delay. If such a permitted election is made by Purchasers, Seller and Purchasers shall jointly deposit, when paid, such insurance proceeds into such escrow. If such insurance proceeds are insufficient for the repair work, Purchasers shall, before the commencement of the repair work, deposit into such escrow sufficient additional money to insure the full payment for the repair work. Even if the insurance proceeds are unavailable or are insuffficient to pay the cost of the repair work, Purchasers shall at all times be responsible to pay the full cost of the repair work. All escrowed funds shall be disbursed by the escrowee in accordance with generally accepted sound construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be deposited by Purchasers into such escrow before the commencement of the repair work. Purchasers shall complete the repair work as soon as reasonably possible and in a good and workmanlike manner, and in any event the repair work shall be completed by Purchasers within one year after the damage occurs. If, following the completion of and payment for the repair work, there remain any undisbursed escrow funds, such funds shall be applied to payment of the amounts payable by Purchasers under this contract in accordance with paragraph 8 (a) above.

9. INJURY OR DAMAGE OCCURRING ON THE PROPERTY.
   (a) LIABILITY. Seller shall be free from liability and claims for damages by reason of injuries occurring on or after the date of this contract to any person or persons or property while on or about the Property. Purchasers shall defend and indemnify Seller from all liability, loss, costs and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries. However, Purchasers shall have no liability or obligation to Seller for such injuries which are caused by the negligence or intentional wrongful acts or omissions of Seller.
   (b) LIABILITY INSURANCE. Purchasers shall, at their own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the Property in amounts reasonably satisfactory to Seller and naming Seller as an additional insured.
10. INSURANCE, GENERALLY. The insurance which Purchasers are required to procure and maintain pursuant to paragraphs 7 and 9 of this contract shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to Seller. The insurance shall be maintained by Purchasers at all times while any amount remains unpaid under this contract. The insurance policies shall provide for not less than ten days written notice to Seller before cancellation, non-renewal, termination or change in coverage, and Purchasers shall deliver to Seller a duplicate original or certificate of such insurance policy or policies.
11. CONDEMNATION. If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchasers under this contract, even if such amounts are not then due to be paid. Such amounts shall be applied first to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance, if any, shall be the property of Purchasers.
12. WASTE, REPAIR AND LIENS. Purchasers shall not remove or demolish any buildings, improvements or fixtures now or later located on or a part of the Property, nor shall Purchasers commit or allow waste of the Property. Purchasers shall maintain the Property in good condition and repair. Purchasers shall not create or permit to accrue liens or adverse claims against the Property which constitute a lien or claim against Seller's interest in the Property. Purchasers shall pay to Seller all amounts, costs and expenses, including reasonable attorneys' fees, incurred by Seller to remove any such liens or adverse claims.
13. DEED AND MORTGAGE REGISTRY TAXES. Seller shall, upon Purchasers' full performance of this contract, pay the deed tax due upon the recording or filing of the deed to be delivered by Seller to Purchasers. The mortgage registry tax due upon the recording or filing of this contract shall be paid by the party who records or files this contract; however, this provision shall not impair the right of Seller to collect from Purchasers the amount of such tax actually paid by Seller as provided in the applicable law governing default and service of notice of termination of this contract.
14. NOTICE OF ASSIGNMENT. If either Seller or Purchasers assign their interest in the Property, a copy of such assignment shall promptly be furnished to the non-assigning party.
15. PROTECTION OF INTERESTS. If Purchasers fail to pay any sum of money required under the terms of this contract or fail to perform any of their obligations as set forth in this contract, Seller may, at Seller's option, pay the same or cause the same to be performed, or both, and the amounts so paid by Seller and the cost of such performance shall be payable at once, with interest at the rate stated in paragraph 4 of this contract, as an additional amount due Seller under this contract.
    If there now exists, or if Seller hereafter creates, suffers or permits to accrue, any mortgage, contract for deed, lien or encumbrance against the Property which is not herein expressly assumed by Purchasers, and provided Purchasers are not in default under this contract, Seller shall timely pay all amounts due thereon, and if Seller fails to do so, Purchasers may, at their option, pay any such delinquent amounts and deduct the amounts paid from the installment(s) next coming due under this contract.
16. DEFAULT. The time of performance by Purchasers of the terms of this contract is an essential part of this contract. Should Purchasers fail to timely perform any of the terms of this contract, Seller may, at Seller's option, elect to declare this contract cancelled and terminated by notice to Purchasers in accordance with applicable law. All right, title and interest acquired under this contract by Purchasers shall then cease and terminate, and all improvements made upon the Property and all payments made by Purchasers pursuant to this contract shall belong to Seller as liquidated damages for breach of this contract. Neither the extension of the time for payment of any sum of money to be paid hereunder nor any waiver by Seller of Seller's rights to declare this contract forfeited by reason of any breach shall in any manner affect Seller's right to cancel this contract because of defaults subsequently occurring, and no extension of time shall be valid unless agreed to in writing. After service of notice of default and failure to cure such default within the period allowed by law, Purchasers shall, upon demand, surrender possession of the Property to Seller, but Purchasers shall be entitled to possession of the Property until the expiration of such period.
17. BINDING EFFECT. The terms of this contract shall run with the land and bind the parties hereto and their successors in interest.
18. HEADINGS. Headings of the paragraphs of this contract are for convenience only and do not define, limit or construe the contents of such paragraphs.
19. ASSESSMENTS BY OWNERS' ASSOCIATION. If the Property is subject to a recorded declaration providing for assessments to be levied against the Property by any owners' association, which assessments may become a lien against the Property if not paid, then:
   (a) Purchasers shall promptly pay, when due, all assessments imposed by the owners' association or other governing body as required by the provisions of the declaration or other related documents; and
   (b) So long as the owners' association maintains a master or blanket policy of insurance against fire, extended coverage perils and such other hazards and in such amounts as are required by this contract, then:
      (i) Purchasers' obligation in this contract to maintain hazard insurance coverage on the Property is satisfied; and
      (ii) The provisions in paragraph 8 of this contract regarding application of insurance proceeds shall be superceded by the provisions of the declaration or other related documents; and
      (iii) In the event of a distribution of insurance proceeds in lieu of restoration or repair following an insured casualty loss to the Property, any such proceeds payable to Purchasers are hereby assigned and shall be paid to Seller for application to the sum secured by this contract, with the excess, if any, paid to Purchasers.
20. ADDITIONAL TERMS:

SELLER

By _____

Its _____

By _____

Its _____

PURCHASERS

_____

_____

_____

_____

_____

State of Minnesota }
County of _____ } ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 19____,
by _____ and _____,
the _____ and _____ of _____,
a _____ under the laws of _____,
on behalf of the _____.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

_____
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

State of Minnesota }
County of _____ } ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 19____,
by _____
_____.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

_____
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Tax Statements for the real property described in this instrument should be sent to:

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

FAILURE TO RECORD OR FILE THIS CONTRACT FOR DEED MAY GIVE OTHER PARTIES PRIORITY OVER PURCHASERS' INTEREST IN THE PROPERTY.

Exhibit 4 MCAR § 1.5004-1

ASSIGNMENT OF CONTRACT FOR DEED
By Individual Seller, Purchaser or Assignee

Form No. 58—M

Miller-Davis Co., Minneapolis
Minnesota Uniform Conveyancing Blanks (1981)

No delinquent taxes and transfer entered;
Certificate of Real Estate Value
( )filed ( )not required

_____, 19__

_____
County Auditor

By _____
Deputy

(reserved for recording data)

Date: _____, 19__

FOR VALUABLE CONSIDERATION, _____

_____

Assignor (whether one or more), hereby sells, assigns and transfers unto _____
(Marital status)

_____,

Assignee (whether one or more), the _____ interest in that certain
(Seller's or Purchaser's)

Contract for Deed dated the ____ day of _____, 19__, made by _____

_____,

as Seller, and _____,

as Purchaser, recorded and/or filed in the office(s) of the County Recorder and/or Registrar of Titles in and for the County of _____, State of Minnesota, on the ____ day of _____, 19__, as (Document No. _____, in Book ____ of _____, page ____) and/or
(Recording information—County Recorder)

(Document No. _____ in Volume _____, page _____)
(Filing information—Registrar of Titles)

for the sale and conveyance of real property in said County and State, described as follows:

(If more space is needed, continue on back)

Subject to all the covenants of Assignor in said Contract for Deed contained, which Assignee hereby assumes and agrees to keep and perform.

Assignor hereby covenants that there remains unpaid under said Contract for Deed the sum of $_____ with interest thereon from the ____ day of _____, 19__, and that Assignor has good right to sell, transfer and assign said Contract for Deed.

ASSIGNOR(S)

_____

_____

State of Minnesota)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 19__, by _____

_____.

(NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK))

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

Tax Statements for the real property described in this instrument should be sent to (Include name and address of Assignee)

KEY: PROPOSED RULES SECTION — Underlining indicates additions to existing rule language. ~~Strike~~ ~~outs~~ indicate deletions from existing rule language. If a proposed rule is totally new, it is designated "all new material." ADOPTED RULES SECTION — Underlining indicates additions to proposed rule language. ~~Strike~~ ~~outs~~ indicate deletions from proposed rule language.

Exhibit 4 MCAR § 1.5005-1

ASSIGNMENT OF CONTRACT FOR DEED
By Corporate or Partnership Seller, Purchaser or Assignee

Form No. 59-M

Miller-Davis Co., Minneapolis
Minnesota Uniform Conveyancing Blanks (1981)

No delinquent taxes and transfer entered;
Certificate of Real Estate Value
( )filed ( )not required

_____, 19__

_____
County Auditor

By _____
Deputy

(reserved for recording data)

Date: _____, 19__

FOR VALUABLE CONSIDERATION, _____,

a _____ under the laws of _____,

Assignor, hereby sells, assigns and transfers unto _____,

Assignee (whether one or more), the _____ interest in that certain
(Seller's or Purchaser's)

Contract for Deed dated the ____ day of _____, 19__, made by _____,

as Seller, and _____,

as Purchaser, recorded and/or filed in the office(s) of the County Recorder and/or Registrar of Titles in and for the County of _____, State of Minnesota, on the ____ day of _____, 19__, as (Document No. _____ in Book ____ of _____ (Recording Information—County Recorder), page ____) and/or (Document No. _____ in Volume _____ (Filing Information—Registrar of Titles), page _____)

for the sale and conveyance of real property in said County and State, described as follows:

(If more space is needed, continue on back)

Subject to all the covenants of Assignor in said Contract for Deed contained, which Assignee hereby assumes and agrees to keep and perform.

Assignor hereby covenants that there remains unpaid under said Contract for Deed the sum of $_____ with interest thereon from the ____ day of _____, 19__, and that Assignor has good right to sell, transfer and assign said Contract for Deed.

ASSIGNOR

_____

By _____
Its _____

State of Minnesota)
) ss. By _____
County of _____) Its _____

The foregoing was acknowledged before me this ____ day of _____, 19__, by _____ and _____, the _____ and _____, of _____, a _____ under the laws of _____, on behalf of the _____.

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

Tax Statements for the real property described in this instrument should be sent to (Include name and address of Assignee)

Exhibit 4 MCAR § 1.5006-1

AFFIDAVIT OF IDENTITY AND SURVIVORSHIP
FOR DEATH OCCURRING AFTER DEC. 31, 1979 Form No. 119-M Miller Davis Co. Minneapolis
Minnesota Uniform Conveyancing Blanks (1981)

Transfer entered

_____, 19__

_____
County Auditor

By _____
Deputy

Recording Data

STATE OF MINNESOTA,

COUNTY OF _____

NAME OF DECEDENT

_____

I, _____ and _____
Name of Affiant Address of Affiant

being first duly sworn, on oath state from personal knowledge:

That the above named decedent is the person named in the certified copy of Certificate of Death attached hereto and made a part hereof.

That the name(s) of the survivor(s) is/are _____

That said decedent on date of death was an owner as a joint tenant/life tenant of the land legally described as follows:

(If more space is needed, continue on back)

as shown by instrument recorded in Book _____ of _____ Page _____, or as Document No. _____ in the office of the County Recorder of _____ County, Minnesota, or as shown on Certificate of Title No. _____, Files of the Registrar of Titles of _____ County Minnesota.

_____
Signature of Affiant

Subscribed and sworn to before me this _____ day of _____, 19__

_____
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

Tax Statements for the real property described in this instrument should be sent to:

KEY: PROPOSED RULES SECTION — Underlining indicates additions to existing rule language. ~~Strike outs~~ indicate deletions from existing rule language. If a proposed rule is totally new, it is designated "all new material." ADOPTED RULES SECTION — Underlining indicates additions to proposed rule language. ~~Strike outs~~ indicate deletions from proposed rule language.

Exhibit 4 MCAR § 1.5007-1

RESIDENTIAL MORTGAGE
Pursuant to Minn. Stat. Sec. 47.20 (1981) Individual to Individual **Form No. 41½—M** Miller Davis Co., Minneapolis
Minnesota Uniform Conveyancing Blanks (1981)

(reserved for mortgage registry tax payment data)

(reserved for recording data)

MORTGAGE REGISTRY TAX DUE HEREON:
$_____

THIS INDENTURE, Made this _____ day of _____, 19___,

between _____

_____ (Marital Status), Mortgagor (whether one or more),

and _____

_____, Mortgagee (whether one or more),

WITNESSETH, That the Mortgagor, in consideration of the sum of _____ DOLLARS,

to the Mortgagor in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, does hereby convey unto the Mortgagee, Forever, all of the land located in the County of _____, and State of Minnesota, described as follows:

together with all hereditaments and appurtenances belonging thereto (the Property).

TO HAVE AND TO HOLD THE SAME, to the Mortgagee forever. The Mortgagor covenants with Mortgagee as follows: That Mortgagor is lawfully seized of the Property and has good right to convey the same; that the Property is free from all encumbrances, except as follows: _____;

that the Mortgagee shall quietly enjoy and possess the same; and that the Mortgagor will Warrant and Defend the title to the same against all lawful claims not hereinbefore specifically excepted.

PROVIDED, NEVERTHELESS, That if the Mortgagor shall pay to the Mortgagee the sum of _____ DOLLARS,

according to the terms of a promissory note of even date herewith (the Note), the final payment being due and payable on _____ with interest at the rate of _____ percent per annum, and shall repay to the Mortgagee, at the times and with interest as specified, all sums advanced in protecting the lien of this Mortgage, in payment of taxes on the Property, insurance premiums covering buildings thereon, principal or interest on any prior liens, expenses and attorney's fees herein provided for and sums advanced for any other purpose authorized herein, and shall keep and perform all the covenants and agreements herein contained, then this Mortgage shall be null and void, and shall be released at the Mortgagor's expense.

AND THE MORTGAGOR covenants with the Mortgagee as follows:

1. to pay the principal sum of money and interest as specified in the Note;
2. to pay all taxes and assessments now due or that may hereafter become liens against the Property before penalty attaches thereto;
3. to keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, extended coverage perils, vandalism, malicious mischief and, if applicable, steam boiler explosion, for at least the amount of _____ at all times while any amount remains unpaid under this Mortgage. If any of the buildings, improvements or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Mortgagor shall procure and maintain flood insurance in amounts reasonably satisfactory to the Mortgagee. Each insurance policy shall contain a loss payable clause in favor of the Mortgagee affording all rights and privileges customarily provided under the so-called standard mortgage clause. In the event of damage to the Property by fire or other casualty, the Mortgagor shall promptly give notice of such damage to the Mortgagee and the insurance company. The insurance shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to the Mortgagee. The insurance policies shall provide for not less than ten days written notice to the Mortgagee before cancellation, non-renewal, termination, or change in coverage, and the Mortgagor shall deliver to the Mortgagee a duplicate original or certificate of such insurance policies.
4. to pay, when due, both principal and interest of all prior liens or encumbrances, if any, and to keep the Property free and clear of all other prior liens or encumbrances;
5. to commit or permit no waste on the Property and to keep it in good repair;
6. to complete forthwith any improvements which may hereafter be under course of construction on the Property; and;
7. to pay any other expenses and attorney's fees incurred by the Mortgagee by reason of litigation with any third party for the protection of the lien of this Mortgage.

In case of failure to pay said taxes and assessments, prior liens or encumbrances, expenses and attorney's fees as above specified, or to insure said buildings, improvements, and fixtures and deliver the policies as aforesaid, the Mortgagee may pay such taxes, assessments, prior liens, expenses and attorney's fees and interest thereon, or obtain such insurance, and the sums so paid shall bear interest from the date of such payment at the same rate set forth in the Note, and shall be impressed as an additional lien upon the Property and be immediately due and payable from the Mortgagor to the Mortgagee and this Mortgage shall from date thereof secure the repayment of such advances with interest.

In case of default in any of the foregoing covenants, the Mortgagor confers upon the Mortgagee the option of declaring the unpaid balance of the Note and the interest accrued thereon, together with all sums advanced hereunder, immediately due and payable without notice, and hereby authorizes and empowers the Mortgagee to foreclose this Mortgage by judicial proceedings or to sell the Property at public auction and convey the same to the purchaser in fee simple in accordance with the statute, and out of the moneys arising from such sale to retain all sums secured hereby, with interest and all legal costs and charges of such foreclosure and the maximum attorney's fee permitted by law, which costs, charges and fees the Mortgagor herein agrees to pay.

The Mortgagor and the Mortgagee further covenant and agree as follows:

1. Mortgagor shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
2. Upon default of any covenant or agreement by Mortgagor under the terms of the Note or this Mortgage, Mortgagee prior to foreclosure shall mail notice to Mortgagor as provided herein specifying: (a) the nature of the default by the Mortgagor; (b) the action required to cure such default; (c) a date, not less than thirty (30) days from the date the notice is mailed to Mortgagor by which such default must be cured; and (d) that failure to cure such default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of the Mortgagor to acceleration and sale.
3. In addition to any notice required under applicable law to be given in another manner, (a) any notice to the Mortgagor provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to the Mortgagor at the Property address or at such other address as the Mortgagor may designate by notice in writing to the Mortgagee as provided herein, and (b) any notice to the Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee at the following address: _____ or to such other address as Mortgagee may designate by notice in writing to the Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

The terms of this Mortgage shall run with the Property and bind the parties hereto and their successors in interest.

IN TESTIMONY WHEREOF, the Mortgagor has hereunto set its hand the day and year first above written.

MORTGAGOR

_____

_____

_____

_____

State of Minnesota }
County of _____ } ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 19___ by _____.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

_____
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

FAILURE TO RECORD OR FILE THIS MORTGAGE
MAY GIVE OTHER PARTIES PRIORITY OVER THIS MORTGAGE.

Exhibit 4 MCAR § 1.5008-1

RESIDENTIAL MORTGAGE
Pursuant to Minn. Stat. Sec. 47.20 (1980) Individual to Corporation or Partnership Form No. 42½—M Miller Davis Co., Minneapolis Minnesota Uniform Conveyancing Blanks (1981)

(reserved for mortgage registry tax payment data)

(reserved for recording data)

MORTGAGE REGISTRY TAX DUE HEREON:
$_____

THIS INDENTURE, Made this _____ day of _____, 19___,

between _____

_____ (Marital Status), Mortgagor (whether one or more),

and _____

a _____ under the laws of _____, Mortgagee,

WITNESSETH, That the Mortgagor, in consideration of the sum of _____

_____ DOLLARS,

to the Mortgagor in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, does hereby convey unto the Mortgagee, Forever, all of the land located in the County of _____

_____, and State of Minnesota, described as follows:

together with all hereditaments and appurtenances belonging thereto (the Property).

TO HAVE AND TO HOLD THE SAME, to the Mortgagee forever. The Mortgagor covenants with Mortgagee as follows: That Mortgagor is lawfully seized of the Property and has good right to convey the same; that the Property is free from all encumbrances, except as follows: _____;

that the Mortgagee shall quietly enjoy and possess the same; and that the Mortgagor will Warrant and Defend the title to the same against all lawful claims not hereinbefore specifically excepted.

PROVIDED, NEVERTHELESS, That if the Mortgagor shall pay to the Mortgagee the sum of _____

_____ DOLLARS,

according to the terms of a promissory note of even date herewith (the Note), the final payment being due and payable on _____ with interest at the rate of _____ percent per annum, and shall repay to the Mortgagee, at the times and with interest as specified, all sums advanced in protecting the lien of this Mortgage, in payment of taxes on the Property, insurance premiums covering buildings thereon, principal or interest on any prior liens, expenses and attorney's fees herein provided for and sums advanced for any other purpose authorized herein, and shall keep and perform all the covenants and agreements herein contained, then this Mortgage shall be null and void, and shall be released at the Mortgagor's expense.

AND THE MORTGAGOR covenants with the Mortgagee as follows:

1. to pay the principal sum of money and interest as specified in the Note;
2. to pay all taxes and assessments now due or that may hereafter become liens against the Property before penalty attaches thereto;
3. to keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, extended coverage perils, vandalism, malicious mischief and, if applicable, steam boiler explosion, for at least the amount of _____

at all times while any amount remains unpaid under this Mortgage. If any of the buildings, improvements or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Mortgagor shall procure and maintain flood insurance in amounts reasonably satisfactory to the Mortgagee. Each insurance policy shall contain a loss payable clause in favor of the Mortgagee affording all rights and privileges customarily provided under the so-called standard mortgage clause. In the event of damage to the Property by fire or other casualty, the Mortgagor shall promptly give notice of such damage to the Mortgagee and the insurance company. The insurance shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to the Mortgagee. The insurance policies shall provide for not less than ten days written notice to the Mortgagee before cancellation, non-renewal, termination, or change in coverage, and the Mortgagor shall deliver to the Mortgagee a duplicate original or certificate of such insurance policies.

4. to pay, when due, both principal and interest of all prior liens or encumbrances, if any, and to keep the Property free and clear of all other prior liens or encumbrances;
5. to commit or permit no waste on the Property and to keep it in good repair;
6. to complete forthwith any improvements which may hereafter be under course of construction on the Property, and;
7. to pay any other expenses and attorney's fees incurred by the Mortgagee by reason of litigation with any third party for the protection of the lien of this Mortgage.

In case of failure to pay said taxes and assessments, prior liens or encumbrances, expenses and attorney's fees as above specified, or to insure said buildings, improvements, and fixtures and deliver the policies as aforesaid, the Mortgagee may pay such taxes, assessments, prior liens, expenses and attorney's fees and interest thereon, or obtain such insurance, and the sums so paid shall bear interest from the date of such payment at the same rate set forth in the Note, and shall be impressed as an additional lien upon the Property and be immediately due and payable from the Mortgagor to the Mortgagee and this Mortgage shall from date thereof secure the repayment of such advances with interest.

In case of default in any of the foregoing covenants, the Mortgagor confers upon the Mortgagee the option of declaring the unpaid balance of the Note and the interest accrued thereon, together with all sums advanced hereunder, immediately due and payable without notice, and hereby authorizes and empowers the Mortgagee to foreclose this Mortgage by judicial proceedings or to sell the Property at public auction and convey the same to the purchaser in fee simple in accordance with the statute, and out of the moneys arising from such sale to retain all sums secured hereby, with interest and all legal costs and charges of such foreclosure and the maximum attorney's fee permitted by law, which costs, charges and fees the Mortgagor herein agrees to pay.

The Mortgagor and the Mortgagee further covenant and agree as follows:

1. Mortgagor shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
2. Upon default of any covenant or agreement by Mortgagor under the terms of the Note or this Mortgage, Mortgagee prior to foreclosure shall mail notice to Mortgagor as provided herein specifying: (a) the nature of the default by the Mortgagor; (b) the action required to cure such default; (c) a date, not less than thirty (30) days from the date the notice is mailed to Mortgagor by which such default must be cured; and (d) that failure to cure such default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of the Mortgagor to acceleration and sale.
3. In addition to any notice required under applicable law to be given in another manner, (a) any notice to the Mortgagor provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to the Mortgagor at the Property address or at such other address as the Mortgagor may designate by notice in writing to the Mortgagee as provided herein, and (b) any notice to the Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee at the following address: _____

_____

or to such other address as Mortgagee may designate by notice in writing to the Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

The terms of this Mortgage shall run with the Property and bind the parties hereto and their successors in interest.

IN TESTIMONY WHEREOF, the Mortgagor has hereunto set its hand the day and year first above written.

MORTGAGOR

_____

_____

_____

_____

State of Minnesota }
County of _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 19___
by _____

_____.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

_____
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

FAILURE TO RECORD OR FILE THIS MORTGAGE
MAY GIVE OTHER PARTIES PRIORITY OVER THIS MORTGAGE.

KEY: PROPOSED RULES SECTION — Underlining indicates additions to existing rule language. ~~Strike~~ ~~outs~~ indicate deletions from existing rule language. If a proposed rule is totally new, it is designated "all new material." ADOPTED RULES SECTION — Underlining indicates additions to proposed rule language. ~~Strike~~ ~~outs~~ indicate deletions from proposed rule language.

STATE OF MINNESOTA
DEPARTMENT OF COMMERCE
SECURITIES AND REAL ESTATE DIVISION

In the Matter of the Proposed Adoption of Uniform Conveyancing Blanks by the Minnesota Department of Commerce to Replace Uniform Conveyancing Blanks 54-M Through 57-M (Contracts for Deed) and 58-M and 59-M (Assignments of Contracts for Deed), Originals of Which are Filed with the Secretary of State, and Copies of Which are set out Following Minn. Stat. Ann. Chapter 507; Creating Two New Residential Mortgage Blanks and an Affidavit of Identity and Survivorship for Death Occurring After December 31, 1979.

FINDINGS OF FACT AND CONCLUSIONS

Having published notice of intent to adopt the above-entitled rules without a public hearing in the State Register on July 12, 1982, having sent the same notice by United States mail to all persons on the list maintained by the agency pursuant to Minnesota Statutes Section 15.0412, subdivision 4 on December 23, 1982, receiving no comments during the 30-day comment period, I hereby find that the above-entitled rules should be adopted as proposed.

STATE OF MINNESOTA
Department of Commerce
Securities and Real Estate Division

Dated: August 27, 1982

Mary Alice Brophy
MARY ALICE BROPHY
Commissioner of Securities and Real Estate

STATE OF MINNESOTA

COUNTY OF RAMSEY

IN THE MATTER OF THE PROPOSED ADOPTION OF UNIFORM CONVEYANCING BLANKS BY THE MINNESOTA DEPARTMENT OF COMMERCE TO REPLACE UNIFORM CONVEYANCING BLANKS 54-M THROUGH 57-M (CONTRACTS FOR DEED) AND 58-M and 59-M (ASSIGNMENTS OF CONTRACTS FOR DEED), ORIGINALS OF WHICH ARE FILED WITH THE SECRETARY OF STATE, AND COPIES OF WHICH ARE SET OUT FOLLOWING MINN. STAT. ANN. CHAPTER 507; CREATING TWO NEW RESIDENTIAL MORTGAGE BLANKS AND AN AFFIDAVIT OF IDENTITY AND SURVIVORSHIP FOR DEATH OCCURRING AFTER DECEMBER 31, 1979.	STATEMENT OF NEED AND REASONABLENESS

Notice is hereby given that, pursuant to her authority under Minn. Stat. Section 507.09, the Commissioner of Securities and Real Estate intends to adopt the above-captioned uniform conveyancing blanks. The Commissioner has determined that the proposed adoption of these conveyancing blanks will be noncontroversial in nature and has elected to follow the procedures set forth in Minn. Stat. Section 15.0412, subdivision 4h (1980).

On August 8, 1981 the Division caused to be publiched at 6 State Register 173 a notice of intent to solicit outside opinions concerning the adoption of these blanks. No comments were received pursuant to this notice.

The Uniform Conveyancing Blanks Commission was authorized by Laws 1929, Chapter 135 (Minn. Stat. Section 507.08). The work of this Commission was "...approved and recommended for use in the state..." by Laws 1931 Chapter 272, Section 1 (Minn. Stat. Section 507.09).

Section 507.08 (i.e., the Commission) was repealed by Laws 1975, Chapter 61, Section 26.

Laws 1975, Chapter 61, Section 2 authorized the Commissioner of Securities and Real Estate to appoint an advisory committee on uniform conveyancing forms to recommend to the Commissioner amended or new forms to be adopted by rule. The committee was appointed in 1976.

CONTRACT FOR DEED

(Revised forms 54-M through 57-M)

Before proceeding with any drafting the Committee consulted a number of resources with respect to these forms. It reviewed the statutory and case law in Minnesota concerning conveyancing; examined and commented upon the adequacy of existing uniform conveyancing blanks; reviewed blanks from other states; solicited outside opinions from individuals who use and work with these blanks; and considered the questions of consistency among the various kinds of forms.

After this inquiry the following objectives were agreed upon for any new Contract for Deed forms:

1. Although it was agreed that a one page form would be impossible to prepare, it was decided that like the Federal National Mortgage Association (Fannie Mae) approved mortgage forms, the contract for deed form should be on both sides of two attached pages. This will minimize the problems posed by pages of a multi-page document becoming separated.

2. The form should be readable and understandable to the general public.

3. The format should minimize the amount of additional typing necessary to complete the form and the probability of error by the person preparing the form.

4. The form should eliminate duplication of language and phrases rendered unnecessary by statutes or case law.

5. The form should contain new provisions dealing with substantive areas not covered by the existing uniform form of Contract for Deed.

The Committee believes that the proposed forms meet the foregoing objectives. Specifically, the following significant recommendations are made (all comments are based upon Form No. 55-M, Contract for Deed, Individual to Joint Tenants, but apply generally to all Contract for Deed forms):

1. The present form numbers and form titles should be continued, as the old forms identified by these numbers will no longer be printed and will be replaced by the new forms.

2. The recording data section near the top of the Contract for Deed form is consistent with other deed forms previously adopted by the Committee. The Committee has attempted to provide as much space as any County Recorder might require. It determined with earlier forms that the upper right-hand corner is most convenient for certain machine stamps. This arrangement has been reviewed by members of the County Recorders' Association.

3. The County Auditor's Certificate was placed in the upper left-hand corner for convenience. Provision was made for the Certificate of Real Estate Value in the same area. A blank for the insertion of the amount of mortgage registry tax due upon recording is located under the recording data section.

4. The following material is included in the first unnumbered paragraph of the Contract for Deed:

a. The words "Seller" and "Purchasers" are used rather than "party of the first part" and "parties of the second part", for purposes of brevity and a more understandable description of the parties.

b. A reminder has been included to recite the marital status of the Seller.

c. The Purchasers have been identified as "joint tenants" only. Reference to "and not as tenants in common, their assigns, the survivor of said parties, and heirs and assigns of the survivor" is not necessary to establish the joint tenancy.

5. The remainder of the Contract for Deed form has been substantially revised with changes in language and the addition of new provisions not previously covered in the uniform Contract for Deed form. The Committee decided that for ease of reading and reference, the provisions of the Contract for Deed should be numbered and labeled with descriptive titles. Said paragraphs are prefaced by the statement that the Seller and Purchasers agree to the terms which follow. This is sufficient for purposes of establishing the parties' agreement as to the terms of the Contract for Deed.

6. Property Description, paragraph 1, states that Seller and Purchasers sell and buy the real property, the description of which follows. A reference to "hereditaments and appurtenances" was also included as was done in deed forms previously prepared and adopted. For ease of reference the property in question is made a defined term, known as the "Property." A sufficient space for the legal description is included.

7. Title, paragraph 2, contains a warranty by the Seller as to the status of title on the date that the Contract for Deed is signed. In conformance with practice and most purchase agreements in use, the Committee has set forth general exceptions which it believes will be applicable to most transactions, assuming that the general practice is followed for an examination of title and title opinion or procurement of title insurance prior to execution of the Contract for Deed. Subparagraph (d) has been included to reflect that most purchasers will be assuming the payment of certain real estate taxes and special assessments, and reference is made to the provision contained in the Contract for Deed relative to such taxes and assessments. Subparagraph (e) has been included for reference to existing liens or encumbrances which may or may not be assumed by Purchasers. The Committee believes that this form thereby requires Seller to disclose the status of any underlying financing which may affect the property. It further believes that such disclosure is desirable.

8. Delivery of Deed and Evidence of Title, paragraph 3, sets forth Seller's obligation upon full performance by Purchasers. Subparagraph (a) contains the obligation relative to execution, acknowledgement and delivery of a form of deed. This follows the existing form of Contract for Deed, thereby allowing the parties to insert the type of deed to be delivered. Reference is then made to the exceptions to marketable title which are permissible at the time of fulfillment of performance by Purchasers. Reference has been made to the same exceptions as contained in paragraph 2 (a)-(d) and there has been included in subparagraph (a)(ii) matters which the Purchasers have created, suffered or permitted to accrue. Subparagraph (a)(iii) refers to encumbrances or liens which will continue after performance by Purchasers. In this way there will be no confusion as to existing financing which will either be

assumed or which will remain against the property when the deed is delivered. Subparagraph 3(b) basically continues the Seller's obligation to deliver an abstract or owner's duplicate certificate of title. However, we have deleted reference to the fact that the abstract must show "good title at the date hereof" has been deleted in order to conform to the general practice whereby the abstract is generally not updated to the date of the delivery of the deed. The Committee believes that the current practice of title opinions or title insurance which is updated or at least checked at the time of delivery of the deed will continue, and the form will now conform to practice.

9. Purchase Price, paragraph 4, continues the same format as previously used, except that a longer space has been allowed for the address to which payments are to be made. The Committee agreed that it would be appropriate to leave the space following this provision blank in order to allow the parties to insert their own payment provisions, consistent with present practice.

1Ø. Prepayment, paragraph 5, contains what the Committee believes to be the generally accepted practice, which allows prepayment without penalty. The parties may, however, specifically provide that the Contract for Deed is not prepayable. It is believed that prepayment should not postpone or change the amount of installments to be paid under the Contract for Deed.

11. Real Estate Taxes and Assessments, paragraph 6, is basically divided into three parts. The first part relates to real estate taxes and installments of special assessments payable in the year following the date of the Contract for Deed and provides that Purchasers shall pay same. The second part will govern the parties' responsibilities with respect to taxes and assessments payable in the year in which the Contract for Deed is dated. A blank has been provided so that the parties may conform this provision to

their agreement, as is generally contained in the purchase agreement. The last part of the paragraph is Seller's warranty that such taxes and assessments are paid in the years preceding the year of the Contract for Deed.

12. Property Insurance, paragraph 7, contains updated language applicable to risks customarily described in current insurance policies and conforms, the Committee believes, to general expectations as to the kinds of insurance which should be obtained by Purchasers. The practice of filling in the amount of such insurance coverage has been continued. Subparagraph (b) contains an insurance requirement which provides Seller with rights similar to that of a mortgagee. Although in existing practice Seller is generally not afforded this protection, the Committee felt that it was crucial that Seller be protected. The Committee believes that Seller, as the provider of financing, should be given the protections generally afforded to a mortgagee under insurance policies. Subparagraph (c), concerning the requirement of notification in the event of fire or casualty damage to the property, is an addition which the Committee considers important.

13. Damage to the Property, paragraph 8, is divided into two subparagraphs. The first relates to application of insurance proceeds and the second relates to Purchasers' election to rebuild. The Committee discussed this new provision at great length and has incorporated it in the belief that most Purchasers have an expectation that insurance proceeds are available for repair and restoration of damaged property and, if not available, that they should be under certain circumstances. This may be a normal expectation because Purchasers have procured and maintained the insurance. Subparagraph (a) is a statement of the method of application of insurance proceeds if they are not used for restoration. It follows the requirements of the prepayment provision. Subparagraph (b) is a rather detailed

provision which, the Committee believes, will protect the interests of both Seller and Purchasers if the insurance proceeds are to be made available for repair. Seller is protected by the use of an escrow arrangement and requirements that there be sufficient funds in said escrow to ensure that all work is paid for. There is then less likelihood that mechanics' liens will arise. Seller is also protected by provisions requiring the approval of plans and specifications and contracts. This will help insure that the value and utility of the property will not be lessened or diminished by the repair work. The Committee believes that this provision balances the interests of both parties and affords reasonable protection as well.

14. Injury or Damage Occurring on the Property, paragraph 9, pertains to liability. Subparagraph (a) is a statement of Purchasers' responsibilities concerning injuries to persons or property on the property and contains an indemnification. The Committee believes that it is desireable that such a provision be contained in the Contract for Deed. An exception to indemnification relates to those injuries which are caused by the negligence or wrongful acts or omissions of Seller. Subparagraph (b) contains the requirement that Purchasers obtain liability insurance for themselves and Seller. The Committee believes that this generally conforms to existing practice where such liability insurance is obtained along with the hazard insurance maintained by Purchasers.

15. Insurance, Generally, paragraph 10, is essentially additional protection for Seller. It relates to the qualification of the insurance carrier. Also, customary notices to Seller in the event of cancellation, nonrenewal, termination or change in coverage are contained for the benefit of Seller. This, the Committee believes, conforms to endorsements customarily provided by insurance companies and is a reasonable expectation.

16. Condemnation, paragraph 11, is a statement of what the Committee believes is a defect in the existing form of Contract for Deed. Presently, there is no provision governing distribution of condemnation proceeds. The Committee believes that the necessary protection must lie with Seller so that any awards made for a taking are paid to Seller. Otherwise, Seller's security is impaired. The method of application of condemnation proceeds follows the prepayment provision. To the extent there are any remaining amounts after fully paying the Contract for Deed, that balance is paid to Purchasers.

17. Waste, Repair and Liens, paragraph 12, incorporates language contained in the old form concerning a prohibition on removal or demolition of buildings or improvements. The language is expanded to include fixtures and a statement that the Purchasers shall not commit waste upon the property. In addition, substantive provisions are added in this paragraph which the Committee believes should conform to reasonable expectations and good practice, including the obligation of Purchasers to maintain the property in good condition and repair and not to create or permit liens or adverse claims against the property which would constitute a lien or claim against the Seller's interest in the property.

18. Deed and Mortgage Registry Taxes, paragraph 13, essentially restates, the Committee believes, the practice concerning the payment of such taxes.

19. Notice of Assignment, paragraph 14, is a provision requiring notice of assignment. The Committee felt that in the event of an assignment it would be important that the nonassigning party be notified of the assignment in order that he might take whatever steps were necessary to protect his interests, if any.

20. Protection of Interests, paragraph 15, is a new provision allowing the Seller to protect his interests in the event Purchasers fail to perform any of their obligations under the Contract for Deed. The amount of any advances made by the Seller accrue interest at the rate provided in the Contract for Deed. This paragraph also contains a new substantive provision for the Purchasers' protection, which conforms to existing practice wherein Seller agrees to pay any existing liens or mortgages not assumed or paid by Purchasers. If Seller fails to meet his obligations Purchasers may then pay lienholders or mortgages and deduct those amounts from the Contract for Deed.

21. Default, paragraph 16, is basically a restatement of the language contained in the existing form, with minor modifications.

22. Binding Effect, paragraph 17, provides that the Contract for Deed terms are binding upon successors in interest.

23. Headings, paragraph 18, is self-explanatory.

24. Assessments by Owners' Associations, paragraph 19, has been added to protect Seller and to clarify the Purchasers' obligations in the typical situation involving a condominium or townhouse. The Committee believes that it is necessary, for the Seller's protection, to require that the Purchasers pay any assessments imposed by an Owners' Association which may become liens against the property. Subparagraph (b) is a modification of insurance requirements and is deemed necessary in a situation where an Owners' Association obtains hazard insurance for the benefit of the Association members.

25. Additional Terms, paragraph 20, is a space provided for the parties to add whatever additional provisions they deem appropriate.

26. The signature, acknowledgment, drafted by, and tax statement blanks conform to the deed forms previously prepared and adopted.

27. Lastly, the Committee believes it important to emphasize to the parties that failure to record the Contract for Deed may have an adverse effect on one or both of the parties. Therefore, an admonition has been included to this effect.

28. These comments are also applicable to the other forms of Contract for Deed. However, the Comittee wishes to note that with respect to the corporation or partnership forms, the blanks in the first paragraph make it possible for the form to be completed for either a corporation or partnership. Previous forms were designed only for corporations.

ASSIGNMENT OF CONTRACT FOR DEED

(Revised forms 58-M and 59-M)

With regard to these forms the Committee's main concern was to conform the recording information box and space for information pertaining to Certificates of Real Estate Value to those used in deeds and contracts for deed, and to otherwise make the forms more readable and understandable to the general public.

The Committee believes the proposed forms meet the foregoing objectives.

With respect to the two forms of Assignment of Contract for Deed:

1. The first three comments relative to the Contract for Deed are also applicable.

2. In the granting clause of the Assignment only "for valuable consideration" has been recited since the exact amount of consideration need not be declared to create a valid assignment.

3. "Assignor" and Assignee" are used rather than "party of the first part" and "party of the second part", for brevity and better description of the parties.

4. The parties to the Contract for Deed are designated "Seller" and "Purchaser" in order to conform to the Contract for Deed disignations and for better description of the parties.

5. The reference to recording information has been modified to allow reference to the standard recording information pertaining to recordings or filings in the offices of County Recorders and Registrars of Titles.

6. The signature, acknowledgment, drafted by and tax statement provisions have been modified to conform to the deed forms previously prepared and adopted.

The Committee believes that the proposed forms represent a significant improvement over forms presently in use. It believes they will be more readily understood by those who prepare and sign them.

RESIDENTIAL MORTGAGE

(Forms 41 1/2-M and 42 1/2-M) (NEW)

Due to passage by the Minnesota Legislature of Minn. Stat. Section 47.20 in 1976, the Committee believes that two additional mortgage forms should be adopted for use by lenders making "conventional loans" pursuant to Minn. Stat. Section 47.20. Accordingly, the Committee proposes the following two forms of mortgages in addition to those currently in effect:

1. Residential Mortgage, Pursuant to Minn. Stat. Section 47.20, Individual to Individual (Form 41 1/2-M).
2. Residential Mortgage, Pursuant to Minn. Stat. Section 47.20, Individual to Corporation or Partnership. (Form 42 1/2-M).

The form of the above two mortgages essentially follows the format of previously adopted mortgages, subject to certain changes which were made to achieve the following objectives:

1. The forms should be readable and understandable to the general public.
2. The format should minimize the amount of additional typing necessary to complete the form and the probability of error by the person preparing the form.
3. The form should eliminate duplication of language and phrases rendered unnecessary by statute or case law.
4. The Mortgage should include language sufficient to bring it into compliance with the terms of Minn. Stat. Section 47.20.
5. The insurance clause should be modernized.

Accordingly, the following changes are proposed:

1. The recording data section near the top of the mortgage form has been added to conform to the deed forms previously adopted. The Committee has attempted to provide as much space as any County Recorder would require. It was determined earlier that the upper right hand corner is the most convenient for certain machine stamps, and this arrangement has been reviewed by members of the County Recorders' Association.
2. The mortgage registry tax payment data section is located in the upper left hand corner for convenience, together with a space for insertion of the amount of mortgage registry tax due.
3. In the first paragraph a space has been provided to identify the marital status of the Mortgagor.

4. The terms "Mortgagor" and "Mortgagee" have been defined to apply to one or more parties. This procedure allows for the deletion of all blanks in the mortgage form requiring the insertion or omission of the plural designation and related blanks.

5. In addition, all blanks which were to be filled in with the words "successors or assigns" or related language have been omitted and one comprehensive statement to the effect that the terms of the document are binding on the parties and all successors in interest has been added at the end of the mortgage form in lieu thereof.

6. The term "Property" has been defined in the second paragraph of the proposed mortgage forms for easy reference throughout the remainder of the document.

7. The third and fourth paragraphs of the proposed mortgage forms are substantially the same as the existing mortgage forms except that blanks required for the use of the plural versus the singular and blanks dealing with "heirs and assigns" have been deleted in accordance with the above discussion. In addition, the term "Note" has been defined in the fourth paragraph and the description thereof shortened.

8. The fifth paragraph of the proposed mortgage forms has retained most of the language of the existing mortgage forms except that each covenant has now been numbered for easy identification and sub-paragraph 3 dealing with insurance has been expanded due to the Committee's feeling that the previous language was outdated and somewhat inadaquate. The language adopted by the Committee conforms substantially to that adopted in the new proposed contract for deed form. All other changes

to this paragraph deal with language simplification and definitional modifications and do not affect the substance of the provisions.

9. The sixth paragraph of the proposed mortgage forms is substantially the same as the existing mortgage forms except that interest accruing on sums advanced by the Mortgagee to cure defaults by the Mortgagor will accrue at the same rate as is set forth in the obligation secured by the mortgage. It was felt by the Committee that the previous language providing that interest would accrue at the "highest rate permitted by law" was no longer susceptible of being defined due to the fact that there no longer are statutory limits placed on such interest rates.

10. The seventh paragraph of the proposed mortgage forms conforms substantially to that of the existing mortgage forms with the exception of the language simplification and definitional modifications discussed above.

11. The eighth paragraph of the proposed mortgage forms is new, and is the paragraph which has been included in order to comply with the requirements of Minn. Stat. Section 47.20. The statute requires that each of the three paragraphs set forth in the eighth paragraph of the proposed mortgage forms be included in any mortgage taking advantage of the higher interest rates allowed for conventional loans as defined in said statute.

12. A final sentence has been added to provide that the terms of the mortgage shall run with the Property and bind the parties and their successors in interest. This paragraph has been added as a comprehensive statement of the binding nature of the contract in order to avoid the continual

repetition of this language, as discussed above.

13. The statutory form of acknowledgement has been included, as has the statutory requirement for space regarding identification of the person drafting the document. Again, this area has been changed to conform with the changes made to the uniform deed forms previously adopted.

14. The proposed mortgage forms have been drafted to permit their use by corporations or partnerships, rather than limiting their use to only corporations, as do the current uniform mortgage forms.

AFFIDAVIT OF IDENTITY AND SURVIVORSHIP FOR DEATH OCCURRING AFTER DECEMBER 31, 1979

(Form 119-M) (NEW)

Minnesota Statutes Section 291.14 provides that it is the responsibility of the personal representative or of the person to whom property is transferred to pay the tax. Prior to December 31, 1979, the tax was a lien upon property. There has never been a uniform form of an Affidavit of Identity and the form generally used prior to that date was one which included a certificate of the Commissioner of Taxation to the effort that either the tax had been paid or that the tax had been waived. That form is now obsolete.

Affidavits which have been presented for filing or recording since that date most often must be rejected for any number of reasons, including the fact that they are not tied into the chain of title, do not contain a legal description and are not properly executed.

The need for a form of affidavit that may be readily understood and completed is apparent and, therefore, the Committee proposes the attached form of affidavit for adoption.

STATEMENT OF COMPLIANCE WITH RULEMAKING PROCEDURES

I, Daniel W. Hardy, Assistant to the Commissioner of Securities and Real Estate of the Department of Commerce, do hereby declare that I have examined the proposed rules and all related documents and that, based on my examination and my personal familiarity with the applicable procedures, the Administrative Procedures Act and the rules of the Attorney General have been followed. Any exceptions are noted below.

Daniel W. Hardy, Attorney at Law
Assistant to the Commissioner
of Securities and Real Estate

Dated: August 27, 1982