


# Minnesota Attorney General: Administrative Rules Proceedings

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Version 3
August 20, 2018

RULE REVIEW CHECKLIST

File No. 1306 Docket No. 05.0009.0123

DATE RECEIVED 8-28-86
REVIEW DATE 9-5
DUE DATE 9-10

APPROVED 9/10/86
DISAPPROVED
WITHDRAWN

ADOPTED W/O HEARING ✓
EMERGENCY RULE

REVISOR APPROVED 8/29
REVISOR DISAPPROVED
FILED W/SEC. STATE 9/15
RETURNED TO AGENCY 9/15

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✓ Rule as adopted (4 copies)

✓ Notice to Solicit Outside Information/Opinion
none — Date published in State Register
None — Comments

___ ~~Petition for Adoption of a Rule~~

___ Board's Authorizing Resolution (not enclosed)

✓ Proposed rule
___ Revisor's Certificate

✓ Notice of Intent to Adopt Rule
507.09 — Statutory Authority
Yes — Small business statement
None — Expenditure of public money statement
Yes — Signature

✓ Statement of Need and Reasonableness

___ Affidavit of Mailing Notice of Intent to Adopt Rule (not enclosed)
___ Date 30/25 days before adoption

✓ Publication in State Register
6-2-86 — Date 30/25 days before adoption

___ Resolution Adopting

✓ ~~Findings of Fact, Conclusions~~ & Order Adopting
___ Date

___ ~~Written requests, submissions or comments~~

✓ Declaration of attorney
~~John C. Bjork~~ — Name of SAAG representing agency

___ ~~Notice of Submission to Attorney General~~

___ ~~Affidavit of Mailing Notice to Attorney General~~

✓ Certificate of mailing

✓ Order for notice of intent to adopt rules w/o a public hearing

SF-00006-03

File

STATE OF MINNESOTA

DEPARTMENT ATTORNEY GENERAL

# Office Memorandum

TO: MICHAEL A. HATCH
Commissioner of Commerce

DATE: 9/15/86

ATTN: JOHN C. BJORK
Special Assistant Attorney General

FROM: J. MICHAEL MILES
Assistant Attorney General

PHONE: 296-6555

SUBJECT: Adopted Rules Relating to Uniform Conveyancing Blanks

The above-referenced rule has been approved as to its legality by the Attorney General on September 10, 1986.

Enclosed is the agency's copy of the approved rule. This office has already filed two copies of the approved rule with the Secretary of State, who will forward one copy to the Revisor of Statutes. The fourth copy is being retained by this division of the Attorney General's Office for its records.

Also enclosed are any petitions, requests, submission or comments received by the agency and any extra copies of documents which the agency submitted to the Attorney General.

In order for a permanent rule without a hearing to become effective, your agency must publish a notice of adoption in the State Register in accordance with Minn. Stat. § 14.27. An emergency rule becomes effective five working days after approval by the Attorney General; however, the agency must publish a notice in the State Register in accordance with Minn. Stat. § 14.34.

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

JMM/rmk
Enclosures

cc: Maryanne Hruby
Executive Director
Legislative Commission to Review
Administrative Rules

Duane Harves
Chief Administrative Law Judge
Office of Administrative Hearings

RR#1306

Department of Commerce

Adopted Rules Relating to Uniform Conveyancing Blanks

Rules as Adopted

2820.3000 FORM 41-M: MORTGAGE BY INDIVIDUAL.

Subpart 1. **Scope.** The recommended form for a mortgage by an individual is contained in subpart 2.

Subp. 2. **Form.**

MORTGAGE
By Individual

**Form No. 41—M**

Minnesota Uniform Conveyancing Blanks (1980)

✓

(reserved for mortgage registry tax payment data)

**MORTGAGE REGISTRY TAX DUE HEREON:**

$_____

(reserved for recording data)

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

between _____

_____, Mortgagor (whether one or more),

and _____

_____, Mortgagee (whether one or more),

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

_____ DOLLARS,

to Mortgagor in hand paid by Mortgagee, the receipt whereof is hereby acknowledged, does hereby convey unto Mortgagee, forever, real property in _____ County Minnesota, described as follows:

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

TO HAVE AND TO HOLD THE SAME, to Mortgagee forever. 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 Mortgagee shall quietly enjoy and possess the same; and that Mortgagor will warrant and defend the title to the same against all lawful claims not hereinbefore specifically excepted.

PROVIDED, NEVERTHELESS, That if Mortgagor shall pay to 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 provided in the Note, and shall repay to 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 and assessments payable therewith, 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 Mortgagor's expense.

AND MORTGAGOR covenants with 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 Mortgagee. Each insurance policy shall contain a loss payable clause in favor of 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, Mortgagor shall promptly give notice of such damage to 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 Mortgagee. The insurance policies shall provide for not less than ten days written notice to Mortgagee before cancellation, non-renewal, termination, or change in coverage, and Mortgagor shall deliver to 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 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, 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 Mortgagor to 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, 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 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 Mortgagor agrees to pay.

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

IN TESTIMONY WHEREOF, 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 _____.

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

FAILURE TO RECORD OR FILE THIS MORTGAGE
MAY AFFECT THE PRIORITY OF THIS MORTGAGE.

2820.3300 FORM 43-M: MORTGAGE BY CORPORATION OR PARTNERSHIP.

Subpart 1. **Scope.** The recommended form for a mortgage by a corporation or partnership is contained in subpart 2.

Subp. 2. **Form.**

**MORTGAGE** **Form No. 43—M** Minnesota Uniform Conveyancing Blanks (1965)
By Corporation or Partnership

(reserved for mortgage registry tax payment data)

**MORTGAGE REGISTRY TAX DUE HEREON:**

$_____

(reserved for recording data)

THIS INDENTURE, Made this _____ day of _____, 19___, between _____, a _____ under the laws of _____, Mortgagor (whether one or more), and _____, Mortgagee (whether one or more),

WITNESSETH, That Mortgagor, in consideration of the sum of _____ DOLLARS, to Mortgagor in hand paid by Mortgagee, the receipt whereof is hereby acknowledged, does hereby convey unto Mortgagee, forever, real property in _____ County Minnesota, described as follows:

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

TO HAVE AND TO HOLD THE SAME, to Mortgagee forever. 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 Mortgagee shall quietly enjoy and possess the same; and that Mortgagor will warrant and defend the title to the same against all lawful claims not hereinbefore specifically excepted.

PROVIDED, NEVERTHELESS, That if Mortgagor shall pay to 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 provided in the Note, and shall repay to 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 and assessments payable therewith, insurance premiums covering buildings thereon, principal or interest on any prior liens, expenses and attorney's fees [illegible] sums advanced for any other purpose authorized herein, and shall keep and perform all the covens this Mortgage shall be null and void, and shall be released at Mortgagor's expense.

AND MORTGAGOR covenants with 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 Mortgagee. Each insurance policy shall contain a loss payable clause in favor of 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, Mortgagor shall promptly give notice of such damage to 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 Mortgagee. The insurance policies shall provide for not less than ten days written notice to Mortgagee before cancellation, non-renewal, termination, or change in coverage, and Mortgagor shall deliver to 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 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, 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 Mortgagor to 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, 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 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 Mortgagor agrees to pay.

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

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

MORTGAGOR

_____

By _____
Its _____

By _____
Its _____

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 _____.

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

FAILURE TO RECORD OR FILE THIS MORTGAGE
MAY AFFECT THE PRIORITY OF THIS MORTGAGE.

2820.3600 FORM 46-M: ASSIGNMENT OF MORTGAGE BY INDIVIDUAL.

Subpart 1. **Scope.** The recommended form for an assignment of a mortgage by an individual is contained in subpart 2.

Subp. 2. **Form.**

ASSIGNMENT OF MORTGAGE
By Individual

**Form No. 46-M**

Minnesota Uniform Conveyancing Blanks (1989)

## Assignment Of Mortgage

Date: _____, 19___

(reserved for recording data)

FOR VALUABLE CONSIDERATION, _____

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

Assignee (whether one or more), the Assignor's interest in the Mortgage dated _____, 19___, executed by _____

as Mortgagor, to _____

as Mortgagee, and filed for record _____, 19___, as Document Number _____ (or in Book _____ of _____ Page _____ ), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota, together with all right and interest in the note and obligations therein specified and the debt thereby secured. Assignor covenants with Assignee, its successors and assigns, that there is still due and unpaid of the debt secured by the Mortgage the sum of _____ DOLLARS, with interest thereon from _____, 19___, and that Assignor has good right to sell, assign and transfer the same.

ASSIGNOR(S)

_____

_____

_____

_____

STATE OF MINNESOTA
COUNTY OF _____ } ss.

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

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

2820.3700 FORM 47-M: ASSIGNMENT OF MORTGAGE BY CORPORATION OR PARTNERSHIP.

Subpart 1. **Scope.** The recommended form for an assignment of a mortgage by a corporation or partnership is contained in subpart 2.

Subp. 2. **Form.**

**ASSIGNMENT OF MORTGAGE** **Form No. 47-M** Minnesota Uniform Conveyancing Blanks (1985)
By Corporation or Partnership

## Assignment Of Mortgage

(reserved for recording data)

Date: _____, 19___

FOR VALUABLE CONSIDERATION, _____,
a _____ under the laws of _____,
Assignor (whether one or more), hereby sells, assigns and transfers to _____,
Assignee (whether one or more), the Assignor's interest in the Mortgage dated _____, 19___,
executed by _____,
as Mortgagor, to _____,
as Mortgagee, and filed for record _____, 19___, as Document Number _____
(or in Book _____ of _____ Page _____ ), in the Office of the (County Recorder)
(Registrar of Titles) of _____ County, Minnesota, together with all right and interest in the note and obligations therein specified and the debt thereby secured. Assignor covenants with Assignee, its successors and assigns, that there is still due and unpaid of the debt secured by the Mortgage the sum of _____ DOLLARS, with interest thereon from _____, 19___, and that Assignor has good right to sell, assign and transfer the same.

ASSIGNOR

_____

By _____
Its _____

By _____
Its _____

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 _____.

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

2820.3900 FORM 50-M: SATISFACTION OF MORTGAGE BY INDIVIDUAL.

Subpart 1. **Scope.** The recommended form for a satisfaction of a mortgage by an individual is contained in subpart 2.

Subp. 2. **Form.**

SATISFACTION OF MORTGAGE By Individual — **Form No. 50-M** — Minnesota Uniform Conveyancing Blanks (1985)

## Satisfaction Of Mortgage

(reserved for recording data)

Date: _____, 19___

THAT CERTAIN MORTGAGE owned by the undersigned, dated _____, 19___, executed by _____, as Mortgagor, to _____, as Mortgagee, and filed for record _____, 19___, as Document Number _____ (or in Book _____ of _____ Page _____), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota, is, with the indebtedness thereby secured, fully paid and satisfied.

_____

_____

_____

_____

STATE OF MINNESOTA )
) ss.
COUNTY OF _____ )

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

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

2820.4000 FORM 51-M: SATISFACTION OF MORTGAGE BY CORPORATION OR PARTNERSHIP.

Subpart 1. **Scope.** The recommended form for a satisfaction of a mortgage by a corporation or partnership is contained in subpart 2.

Subp. 2. **Form.**

SATISFACTION OF MORTGAGE
By Corporation or Partnership

**Form No. 51-M** Minnesota Uniform Conveyancing Blanks (1985)

## Satisfaction Of Mortgage

Date: _____, 19__

(reserved for recording data)

THAT CERTAIN MORTGAGE owned by the undersigned, a _____ under the laws of _____, dated _____, 19__, executed by _____, as Mortgagor, to _____, as Mortgagee, and filed for record _____, 19__, as Document Number _____ (or in Book _____ of _____ Page _____), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota, is, with the indebtedness thereby secured, fully paid and satisfied.

_____

By _____
Its _____

By _____
Its _____

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 _____.

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

2820.4010 FORM 52-M: PARTIAL RELEASE OF MORTGAGE BY INDIVIDUAL.

Subpart 1. **Scope.** The recommended form for a partial release of a mortgage by an individual is contained in subpart 2.

Subp. 2. **Form.**

PARTIAL RELEASE OF MORTGAGE By Individual — Form No. 52-M — Minnesota Uniform Conveyancing Blanks (Rev. 3-19-86)

**Partial Release of Mortgage**

(reserved for recording data)

Date: _____, 19__

FOR VALUABLE CONSIDERATION, the real property in _____ County, Minnesota, legally described as follows:

(If more space is needed, continue on back)

is hereby released from the lien of the Mortgage, owned by the undersigned, dated _____, 19__, executed by _____, as Mortgagor, to _____, as Mortgagee, and filed for record _____, 19__, as Document Number _____ (or in Book _____ of _____ Page _____), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota.

STATE OF MINNESOTA
COUNTY OF _____ } ss.

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

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

2820.4020 FORM 53-M: PARTIAL RELEASE OF MORTGAGE BY CORPORATION OR PARTNERSHIP.

Subpart 1. **Scope.** The recommended form for a partial release of a mortgage by a corporation or partnership is contained in subpart 2.

Subp. 2. **Form.**

PARTIAL RELEASE OF MORTGAGE — Form No. 53-M — Minnesota Uniform Conveyancing Blanks (Rev. 3-19-86)
By Corporation or Partnership

**Partial Release of Mortgage**

(reserved for recording data)

Date: _____, 19__

FOR VALUABLE CONSIDERATION, the real property in _____ County, Minnesota, legally described as follows:

(If more space is needed, continue on back)

is hereby released from the lien of the Mortgage, owned by the undersigned, dated _____, 19__, executed by _____, as Mortgagor, to _____, as Mortgagee, and filed for record _____, 19__, as Document Number _____ (or in Book _____ of _____ Page _____), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota.

_____

By _____
Its _____

By _____
Its _____

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 _____.

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

# MECHANIC'S LIENS

## 2820.4750 FORM 81-M: ASSIGNMENT OF MECHANIC'S LIEN BY INDIVIDUAL.

Subpart 1. **Scope.** The recommended form for an assignment of a mechanic's lien by an individual is contained in subpart 2.

Subp. 2. **Form.**

**ASSIGNMENT OF MECHANIC'S LIEN** **Form No. 81-M** Minnesota Uniform Conveyancing Blanks (1985)
By Individual

Assignment of
Mechanic's Lien

(reserved for recording data)

Date: _____, 19___

FOR VALUABLE CONSIDERATION, _____,
Assignor (whether one or more), hereby sells, assigns and transfers to _____,
Assignee (whether one or more), a mechanic's lien, the verified statement and claim for which is dated _____, 19___, executed by _____,
and filed for record _____, 19___, as Document Number _____
(or in Book _____ of _____ Page _____ ), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota, together with all right and interest in and to the debt thereby secured.

ASSIGNOR(S)

_____

_____

_____

_____

STATE OF MINNESOTA )
) ss.
COUNTY OF _____ )

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

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

2820.4760 FORM 82-M: ASSIGNMENT OF MECHANIC'S LIEN BY CORPORATION OR PARTNERSHIP.

Subpart 1. **Scope.** The recommended form for an assignment of a mechanic's lien by a corporation or partnership is contained in subpart 2.

Subp. 2. **Form.**

ASSIGNMENT OF MECHANIC'S LIEN
By Corporation or Partnership

**Form No. 82-M**

Minnesota Uniform Conveyancing Blanks (1985)

## Assignment of Mechanic's Lien

(reserved for recording data)

Date: _____, 19___

FOR VALUABLE CONSIDERATION, _____

a _____ under the laws of _____,
Assignor (whether one or more), hereby sells, assigns and transfers to _____,
Assignee (whether one or more), a mechanic's lien, the verified statement and claim for which is dated _____, 19___, executed by _____,
and filed for record _____, 19___, as Document Number _____
(or in Book _____ of _____ Page _____), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota, together with all right and interest in and to the debt thereby secured.

ASSIGNOR

_____

By _____
Its _____

By _____
Its _____

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 _____.

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

2820.4770 FORM 83-M: SATISFACTION OF MECHANIC'S LIEN BY INDIVIDUAL.

Subpart 1. **Scope.** The recommended form for a satisfaction of a mechanic's lien by an individual is contained in subpart 2.

Subp. 2. **Form.**

SATISFACTION OF MECHANIC'S LIEN By Individual — **Form No. 83-M** — Minnesota Uniform Conveyancing Blanks (1985)

Satisfaction of
Mechanic's Lien

Date: _____, 19___

(reserved for recording data)

THAT CERTAIN MECHANIC'S LIEN owned by the undersigned, the verified statement and claim for which is dated _____, 19___, executed by _____

and filed for record _____, 19___, as Document Number _____
(or in Book _____ of _____ Page _____ ), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota, is, with the indebtedness thereby secured, fully paid and satisfied.

_____

_____

_____

_____

STATE OF MINNESOTA
COUNTY _____ } ss.

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

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

2820.4780 FORM 84-M: SATISFACTION OF MECHANIC'S LIEN BY CORPORATION OR PARTNERSHIP.

Subpart 1. **Scope.** The recommended form for a satisfaction of a mechanic's lien by a corporation or partnership is contained in subpart 2.

Subp. 2. **Form.**

SATISFACTION OF MECHANIC'S LIEN
By Corporation or Partnership

**Form No. 84-M**

Minnesota Uniform Conveyancing Blanks (1985)

Satisfaction of
Mechanic's Lien

Date: _____, 19___

(reserved for recording data)

THAT CERTAIN MECHANIC'S LIEN owned by the undersigned, a _____ under the laws of _____, the verified statement and claim for which is dated _____, 19___, executed by _____ and filed for record _____, 19___, as Document Number _____ (or in Book _____ of _____ Page _____), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota, is, with the indebtedness thereby secured, fully paid and satisfied.

By _____
Its _____

By _____
Its _____

STATE OF MINNESOTA )
) ss.
COUNTY _____ )

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 _____.

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

2820.4790 FORM 120-M: RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS.

Subpart 1. **Scope.** The recommended form for a receipt and waiver of mechanic's lien rights is contained in subpart 2.

Subp. 2. **Form.**

Form No. 120—M Minnesota Uniform Conveyancing Blanks (1985)

## RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: _____, 19__

The undersigned hereby acknowledges receipt of the sum of $ _____

**CHECK ONLY ONE**

1) ☐ as partial payment for labor, skill and material furnished

2) ☐ as payment for all labor, skill and material furnished or to be furnished (except the sum of $_____ retainage or holdback)

3) ☐ as full and final payment for all labor, skill and material furnished or to be furnished

to the following described real property: (legal description, street address or project name)

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

_____

By _____

_____
(Title)

_____
(Address)

_____

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

2820.5500 FORM 122-M: AFFIDAVIT BY INITIAL TRANSFEREE (INDIVIDUAL).

Subpart 1. **Scope.** The recommended form for an affidavit by an initial transferee (individual) is contained in subpart 2.

Subp. 2. **Form.**

AFFIDAVIT BY AN INITIAL TRANSFEREE
Pursuant to Minn. Stat. Sec. 523.11, subd. 4 (1984)
By Individual

**Form No. 122-M** Minnesota Uniform Conveyancing Blanks (1985)

## Affidavit By An Initial Transferee

STATE OF MINNESOTA
COUNTY OF _____ } ss.

(reserved for recording data)

_____,
being first duly sworn, on oath says that:

1. Affiant is an initial transferee named in that certain deed dated _____, 19___, and filed for record _____, 19___, as Document Number _____ (or in Book _____ of _____ Page _____), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota, from _____, as Attorney-in-Fact for _____, as Grantor and principal, relating to real property in _____ County, Minnesota, legally described as follows:

(If more space is needed, continue on back)

2. Affiant had not received, at the time of the conveyance, a written instrument of revocation of that certain Power of Attorney dated _____, 19___, and filed for record _____, 19___, as Document No. _____ (or in Book _____ of _____ Page _____), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota.

_____

Subscribed and sworn to before me this

_____ day of _____, 19___

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

_____
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

2820.5600 FORM 123-M: AFFIDAVIT BY AN INITIAL TRANSFEREE (CORPORATION OR PARTNERSHIP).

Subpart 1. **Scope.** The recommended form for an affidavit by an initial transferee (corporation or partnership) is contained in subpart 2.

Subp. 2. **Form.**

AFFIDAVIT BY AN INITIAL TRANSFEREE
Pursuant to Minn. Stat. Sec. 523.11, subd. 4 (1984)
By Corporation or Partnership

**Form No. 123-M** Minnesota Uniform Conveyancing Blanks (1985)

## Affidavit By An Initial Transferee

STATE OF MINNESOTA
COUNTY OF _____ } ss.

(reserved for recording data)

_____,
being first duly sworn, on oath says that:

1. Affiant is (a) (the) _____
of _____,
a _____ under the laws of _____,
an initial transferee named in that certain deed dated _____, 19___,
and filed for record _____, 19___, as Document Number _____
(or in Book _____ of _____ Page _____), in the Office of
the (County Recorder) (Registrar of Titles) of _____ County, Minnesota,
from _____,
Attorney-in-Fact for _____,
as Grantor and principal, relating to real property in _____ County, Minnesota,
legally described as follows:

(If more space is needed, continue on back)

2. The above initial transferee had not received, at the time of the conveyance, a written instrument of revocation of that certain Power of Attorney dated _____, 19___, and filed for record _____, 19___, as Document No. _____ (or in Book _____ of _____ Page _____), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota.

_____

Subscribed and sworn to before me this

_____ day of _____, 19___

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

_____
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

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

2820.5700 FORM 124-M: AFFIDAVIT OF AUTHORITY OF SUCCESSOR ATTORNEY-IN-FACT.

Subpart 1. **Scope.** The recommended form for an affidavit of authority of successor attorney-in-fact is contained in subpart 2.

Subp. 2. **Form.**

AFFIDAVIT OF AUTHORITY
Pursuant to Minn. Stat. Sec. 523.16 (1984)

Form No. 124-M

Minnesota Uniform Conveyancing Blanks (1985)

## Affidavit of Authority of Successor Attorney-in-Fact

STATE OF MINNESOTA }
COUNTY OF _____ } ss.

(reserved for recording data)

_____,
being first duly sworn, on oath says that:

1. Affiant is the successor Attorney-in-Fact under that certain Power of Attorney dated _____, 19___, and filed for record _____, 19___, as Document Number _____ (or in Book _____ of _____ Page _____), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota, from _____, as Grantor and principal, to _____, as Attorney-in-Fact, relating to real property in _____ County, Minnesota, legally described as follows:

(If more space is needed, continue on back)

2. The Power of Attorney provides as conditions precedent to affiant's authority to act, the following:

3. Those conditions have occurred.

_____

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):

2820.8000 FORM 121-M: REVOCATION OF POWER OF ATTORNEY.

Subpart 1. **Scope.** The recommended form for a revocation of a power of attorney is contained in subpart 2.

Subp. 2. **Form.**

REVOCATION OF POWER OF ATTORNEY
Pursuant to Minn. Stat. Sec. 523.11, subd. 2 (1984)

**Form No. 121-M**

Minnesota Uniform Conveyancing Blanks (1985)

## Revocation of Power of Attorney

(reserved for recording data)

Date: _____, 19___

KNOW ALL BY THESE PRESENTS, that _____ hereby revokes that certain Power of Attorney dated _____, 19___, and filed for record _____, 19___, as Document Number _____ (or in Book _____ of _____ Page _____), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota, from _____, as Grantor and principal, to _____, as Attorney-in-Fact, relating to real property in _____ County, Minnesota, legally described as follows:

(If more space is needed, continue on back)

_____

_____

STATE OF MINNESOTA
COUNTY OF _____ } ss.

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

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

NOTE: To constitute "actual notice of revocation" in a real proper
Minn. Stat. Sec. 523.11, subd. 2 (1984), this document must be

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED
SEP 15 1986
Joan Anderson Growe
Secretary of State 9:28 AM

APPROVED AS TO FORM AND LEGALITY
9/10 19 86
HUBERT H. HUMPHREY, III
ATTORNEY GENERAL
BY _____
ASSISTANT ATTORNEY GENERAL

DEPARTMENT OF COMMERCE

Outside Opinion Sought Regarding the Proposed Adoption of Rules Relating to Uniform Conveyancing Blanks Including the Impact of the Rules on Small Business

Notice is hereby given that the Department of Commerce is seeking information or opinions from persons outside the agency in preparing to promulgate new rules governing Uniform Conveyancing Blanks. Promulgation of these rules is authorized by Minnesota Statutes 507.09 (1984)

Outside opinion is also being solicited as to how these rules will affect small businesses as defined by Minnesota Statutes § 14.115, subdivision 1.

The Department of Commerce requests information and comments concerning the subject matter of these rules. Interested or affected persons or groups may submit statements of information or comment orally or in writing to: Scott Borchert, Department of Commerce, 500 Metro Square Building, St. Paul, MN 55101, (612) 296-4026

All statements of information and comment shall be accepted until February 5, 1986. Any written material received by the Department of Commerce shall become part of the record in the event that the rules are promulgated.

MICHAEL A. HATCH
Commissioner of Commerce

Department of Commerce

Proposed Rules Relating to Uniform Conveyancing Blanks

Rules as Proposed (all new material)

2820.3000 FORM 41-M: MORTGAGE BY INDIVIDUAL.

Subpart 1. **Scope.** The recommended form for a mortgage by an individual is contained in subpart 2.

Subp. 2. **Form.**

MORTGAGE Form No. 41—M Minnesota Uniform Conveyancing Blanks (1966)
By Individual

(reserved for mortgage registry tax payment data)

(reserved for recording data)

**MORTGAGE REGISTRY TAX DUE HEREON:**

$_____

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

between _____

_____, Mortgagor (whether one or more),

and _____

_____, Mortgagee (whether one or more),

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

_____ DOLLARS,

to Mortgagor in hand paid by Mortgagee, the receipt whereof is hereby acknowledged, does hereby convey unto Mortgagee, forever, real property in _____ County Minnesota, described as follows:

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

TO HAVE AND TO HOLD THE SAME, to Mortgagee forever. 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 Mortgagee shall quietly enjoy and possess the same; and that Mortgagor will warrant and defend the title to the same against all lawful claims not hereinbefore specifically excepted.

PROVIDED, NEVERTHELESS, That if Mortgagor shall pay to 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 provided in the Note, and shall repay to 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 and assessments payable therewith, 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 Mortgagor's expense.



APPROVED IN THE
REVISOR OF STATUTES
OFFICE BY:

1

AND MORTGAGOR covenants with 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 Mortgagee. Each insurance policy shall contain a loss payable clause in favor of 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, Mortgagor shall promptly give notice of such damage to 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 Mortgagee. The insurance policies shall provide for not less than ten days written notice to Mortgagee before cancellation, non-renewal, termination, or change in coverage, and Mortgagor shall deliver to 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 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, 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 Mortgagor to 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, 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 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 Mortgagor agrees to pay.

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

IN TESTIMONY WHEREOF, 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 _____.

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

FAILURE TO RECORD OR FILE THIS MORTGAGE
MAY AFFECT THE PRIORITY OF THIS MORTGAGE.



APPROVED IN THE
REVISOR OF STATUTES
OFFICE BY:

_____

2820.3300 FORM 43-M: MORTGAGE BY CORPORATION OR PARTNERSHIP.

Subpart 1. **Scope.** The recommended form for a mortgage by a corporation or partnership is contained in subpart 2.

Subp. 2. **Form.**

**MORTGAGE** **Form No. 43—M** Minnesota Uniform Conveyancing Blanks (1985)
By Corporation or Partnership

(reserved for mortgage registry tax payment data)

(reserved for recording data)

**MORTGAGE REGISTRY TAX DUE HEREON:**

$_____

THIS INDENTURE, Made this _____ day of _____, 19___, between _____, a _____ under the laws of _____, Mortgagor (whether one or more), and _____, Mortgagee (whether one or more),

WITNESSETH, That Mortgagor, in consideration of the sum of _____ DOLLARS, to Mortgagor in hand paid by Mortgagee, the receipt whereof is hereby acknowledged, does hereby convey unto Mortgagee, forever, real property in _____ County Minnesota, described as follows:

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

TO HAVE AND TO HOLD THE SAME, to Mortgagee forever. 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 Mortgagee shall quietly enjoy and possess the same; and that Mortgagor will warrant and defend the title to the same against all lawful claims not hereinbefore specifically excepted.

PROVIDED, NEVERTHELESS, That if Mortgagor shall pay to 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 provided in the Note, and shall repay to 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 and assessments payable therewith, 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 Mortgagor's expense.



APPROVED IN THE
REVISOR OF STATUTES
OFFICE BY:

_____

1

AND MORTGAGOR covenants with 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 Mortgagee. Each insurance policy shall contain a loss payable clause in favor of 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, Mortgagor shall promptly give notice of such damage to 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 Mortgagee. The insurance policies shall provide for not less than ten days written notice to Mortgagee before cancellation, non-renewal, termination, or change in coverage, and Mortgagor shall deliver to 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 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, 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 Mortgagor to 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, 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 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 Mortgagor agrees to pay.

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

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

MORTGAGOR

_____

By _____
Its _____

By _____
Its _____

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 _____.

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

FAILURE TO RECORD OR FILE THIS MORTGAGE
MAY AFFECT THE PRIORITY OF THIS MORTGAGE.



APPROVED IN THE
REVISOR OF STATUTES
OFFICE BY:

2820.3600 FORM 46-M: ASSIGNMENT OF MORTGAGE BY INDIVIDUAL.

Subpart 1. **Scope.** The recommended form for an assignment of a mortgage by an individual is contained in subpart 2.

Subp. 2. **Form.**

ASSIGNMENT OF MORTGAGE
By Individual

**Form No. 46-M**

Minnesota Uniform Conveyancing Blanks (1985)

## Assignment Of Mortgage

Date: _____, 19___

(reserved for recording data)

FOR VALUABLE CONSIDERATION, _____

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

Assignee (whether one or more), the Assignor's interest in the Mortgage dated _____, 19___, executed by _____,

as Mortgagor, to _____,

as Mortgagee, and filed for record _____, 19___, as Document Number _____

(or in Book _____ of _____ Page _____ ), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota, together with all right and interest in the note and obligations therein specified and the debt thereby secured. Assignor covenants with Assignee, its successors and assigns, that there is still due and unpaid of the debt secured by the Mortgage the sum of _____ DOLLARS, with interest thereon from _____, 19___, and that Assignor has good right to sell, assign and transfer the same.

ASSIGNOR(S)

_____

_____

_____

_____

STATE OF MINNESOTA
COUNTY OF _____ } ss.

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

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)



APPROVED IN THE
REVISOR OF STATUTES
OFFICE BY:

_____

2820.3700 FORM 47-M: ASSIGNMENT OF MORTGAGE BY CORPORATION OR PARTNERSHIP.

Subpart 1. **Scope.** The recommended form for an assignment of a mortgage by a corporation or partnership is contained in subpart 2.

Subp. 2. **Form.**

**ASSIGNMENT OF MORTGAGE** **Form No. 47-M** Minnesota Uniform Conveyancing Blanks (1985)
By Corporation or Partnership

## Assignment Of Mortgage

(reserved for recording data)

Date: _____, 19___

FOR VALUABLE CONSIDERATION, _____,
a _____ under the laws of _____,
Assignor (whether one or more), hereby sells, assigns and transfers to _____,
Assignee (whether one or more), the Assignor's interest in the Mortgage dated _____, 19___,
executed by _____,
as Mortgagor, to _____,
as Mortgagee, and filed for record _____, 19___, as Document Number _____
(or in Book _____ of _____ Page _____ ), in the Office of the (County Recorder)
(Registrar of Titles) of _____ County, Minnesota, together with all right and interest in the note and obligations therein specified and the debt thereby secured. Assignor covenants with Assignee, its successors and assigns, that there is still due and unpaid of the debt secured by the Mortgage the sum of _____ DOLLARS, with interest thereon from _____, 19___, and that Assignor has good right to sell, assign and transfer the same.

ASSIGNOR

_____

By _____
Its _____

By _____
Its _____

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 _____.

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)



APPROVED IN THE
REVISOR OF STATUTES
OFFICE BY:

_____

2820.3900 FORM 50-M: SATISFACTION OF MORTGAGE BY INDIVIDUAL.

Subpart 1. **Scope.** The recommended form for a satisfaction of a mortgage by an individual is contained in subpart 2.

Subp. 2. **Form.**

SATISFACTION OF MORTGAGE
By Individual

**Form No. 50-M**

Minnesota Uniform Conveyancing Blanks (1985)

## Satisfaction Of Mortgage

Date: _____, 19___

(reserved for recording data)

THAT CERTAIN MORTGAGE owned by the undersigned, dated _____, 19___, executed by _____, as Mortgagor, to _____, as Mortgagee, and filed for record _____, 19___, as Document Number _____ (or in Book _____ of _____ Page _____), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota, is, with the indebtedness thereby secured, fully paid and satisfied.

_____

_____

_____

_____

STATE OF MINNESOTA )
) ss.
COUNTY OF _____ )

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

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

APPROVED IN THE REVISOR OF STATUTES OFFICE BY:

_____

2820.4000 FORM 51-M: SATISFACTION OF MORTGAGE BY CORPORATION OR PARTNERSHIP.

Subpart 1. **Scope.** The recommended form for a satisfaction of a mortgage by a corporation or partnership is contained in subpart 2.

Subp. 2. **Form.**

**SATISFACTION OF MORTGAGE** **Form No. 51-M** Minnesota Uniform Conveyancing Blanks (1985)
By Corporation or Partnership

## Satisfaction Of Mortgage

Date: _____, 19___ (reserved for recording data)

THAT CERTAIN MORTGAGE owned by the undersigned, a _____ under the laws of _____, dated _____, 19___, executed by _____, as Mortgagor, to _____, as Mortgagee, and filed for record _____, 19___, as Document Number _____ (or in Book _____ of _____ Page _____), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota, is, with the indebtedness thereby secured, fully paid and satisfied.

_____

By _____
Its _____

By _____
Its _____

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 _____.

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

APPROVED IN THE REVISOR OF STATUTES OFFICE BY:

_____

2820.4010 FORM 52-M: PARTIAL RELEASE OF MORTGAGE BY INDIVIDUAL.

Subpart 1. **Scope.** The recommended form for a partial release of a mortgage by an individual is contained in subpart 2.

Subp. 2. **Form.**

PARTIAL RELEASE OF MORTGAGE By Individual — Form No. 52-M — Minnesota Uniform Conveyancing Blanks (Rev. 3-19-86)

**Partial Release of Mortgage**

(reserved for recording data)

Date: _____, 19__

FOR VALUABLE CONSIDERATION, the real property in _____ County, Minnesota, legally described as follows:

(If more space is needed, continue on back)

is hereby released from the lien of the Mortgage, owned by the undersigned, dated _____, 19__, executed by _____, as Mortgagor, to _____, as Mortgagee, and filed for record _____, 19__, as Document Number _____ (or in Book _____ of _____ Page _____), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota.

_____

_____

_____

_____

STATE OF MINNESOTA }
COUNTY OF _____ } ss.

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

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)



APPROVED IN THE REVISOR OF STATUTES OFFICE BY:

2820.4020 FORM 53-M: PARTIAL RELEASE OF MORTGAGE BY CORPORATION OR PARTNERSHIP.

Subpart 1. **Scope.** The recommended form for a partial release of a mortgage by a corporation or partnership is contained in subpart 2.

Subp. 2. **Form.**

PARTIAL RELEASE OF MORTGAGE By Corporation or Partnership — Form No. 53-M — Minnesota Uniform Conveyancing Blanks (Rev. 3-19-86)

**Partial Release of Mortgage**

(reserved for recording data)

Date: _____, 19__

FOR VALUABLE CONSIDERATION, the real property in _____ County, Minnesota, legally described as follows:

(If more space is needed, continue on back)

is hereby released from the lien of the Mortgage, owned by the undersigned, dated _____, 19__, executed by _____, as Mortgagor, to _____, as Mortgagee, and filed for record _____, 19__, as Document Number _____ (or in Book _____ of _____ Page _____), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota.

_____

By _____
Its _____

By _____
Its _____

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 _____.

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)



APPROVED IN THE REVISOR OF STATUTES OFFICE BY:

_____

# MECHANIC'S LIENS

## 2820.4750 FORM 81-M: ASSIGNMENT OF MECHANIC'S LIEN BY INDIVIDUAL.

Subpart 1. **Scope.** The recommended form for an assignment of a mechanic's lien by an individual is contained in subpart 2.

Subp. 2. **Form.**

**ASSIGNMENT OF MECHANIC'S LIEN** **Form No. 81-M** Minnesota Uniform Conveyancing Blanks (1985)
By Individual

Assignment of
Mechanic's Lien

(reserved for recording data)

Date: _____, 19___

FOR VALUABLE CONSIDERATION, _____,
Assignor (whether one or more), hereby sells, assigns and transfers to _____,
Assignee (whether one or more), a mechanic's lien, the verified statement and claim for which is dated _____, 19___, executed by _____,
and filed for record _____, 19___, as Document Number _____
(or in Book _____ of _____ Page _____ ), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota, together with all right and interest in and to the debt thereby secured.

ASSIGNOR(S)

_____

_____

_____

_____

STATE OF MINNESOTA )
) ss.
COUNTY OF _____ )

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

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)



APPROVED IN THE
REVISOR OF STATUTES
OFFICE BY:

_____

2820.4760 FORM 82-M: ASSIGNMENT OF MECHANIC'S LIEN BY CORPORATION OR PARTNERSHIP.

Subpart 1. **Scope.** The recommended form for an assignment of a mechanic's lien by a corporation or partnership is contained in subpart 2.

Subp. 2. **Form.**

ASSIGNMENT OF MECHANIC'S LIEN
By Corporation or Partnership

**Form No. 82-M**

Minnesota Uniform Conveyancing Blanks (1985)

## Assignment of Mechanic's Lien

(reserved for recording data)

Date: _____, 19___

FOR VALUABLE CONSIDERATION, _____,
a _____ under the laws of _____,
Assignor (whether one or more), hereby sells, assigns and transfers to _____,
Assignee (whether one or more), a mechanic's lien, the verified statement and claim for which is dated _____, 19___, executed by _____,
and filed for record _____, 19___, as Document Number _____
(or in Book _____ of _____ Page _____ ), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota, together with all right and interest in and to the debt thereby secured.

ASSIGNOR

_____

By _____
Its _____

By _____
Its _____

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 _____.

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)



APPROVED IN THE
REVISOR OF STATUTES
OFFICE BY:

_____

2820.4770 FORM 83-M: SATISFACTION OF MECHANIC'S LIEN BY INDIVIDUAL.

Subpart 1. **Scope.** The recommended form for a satisfaction of a mechanic's lien by an individual is contained in subpart 2.

Subp. 2. **Form.**

SATISFACTION OF MECHANIC'S LIEN By Individual — **Form No. 83-M** — Minnesota Uniform Conveyancing Blanks (1985)

**Satisfaction of Mechanic's Lien**

Date: _____, 19___

(reserved for recording data)

THAT CERTAIN MECHANIC'S LIEN owned by the undersigned, the verified statement and claim for which is dated _____, 19___, executed by _____ and filed for record _____, 19___, as Document Number _____ (or in Book _____ of _____ Page _____ ), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota, is, with the indebtedness thereby secured, fully paid and satisfied.

STATE OF MINNESOTA
COUNTY _____ } ss.

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

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)



APPROVED IN THE REVISOR OF STATUTES OFFICE BY:

_____

2820.4780 FORM 84-M: SATISFACTION OF MECHANIC'S LIEN BY CORPORATION OR PARTNERSHIP.

Subpart 1. **Scope.** The recommended form for a satisfaction of a mechanic's lien by a corporation or partnership is contained in subpart 2.

Subp. 2. **Form.**

SATISFACTION OF MECHANIC'S LIEN
By Corporation or Partnership

**Form No. 84-M**

Minnesota Uniform Conveyancing Blanks (1985)

Satisfaction of
Mechanic's Lien

(reserved for recording data)

Date: _____, 19___

THAT CERTAIN MECHANIC'S LIEN owned by the undersigned, a _____ under the laws of _____, the verified statement and claim for which is dated _____, 19___, executed by _____ and filed for record _____, 19___, as Document Number _____ (or in Book _____ of _____ Page _____), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota, is, with the indebtedness thereby secured, fully paid and satisfied.

By _____
Its _____

By _____
Its _____

STATE OF MINNESOTA )
) ss.
COUNTY _____ )

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 _____.

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)



APPROVED IN THE
REVISOR OF STATUTES
OFFICE BY:

_____

2820.4790 FORM 120-M: RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS.

Subpart 1. **Scope.** The recommended form for a receipt and waiver of mechanic's lien rights is contained in subpart 2.

Subp. 2. **Form.**

Form No. 120—M Minnesota Uniform Conveyancing Blanks (1985)

## RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: _____, 19__

The undersigned hereby acknowledges receipt of the sum of $ _____

**CHECK ONLY ONE**

1) ☐ as partial payment for labor, skill and material furnished

2) ☐ as payment for all labor, skill and material furnished or to be furnished (except the sum of $_____ retainage or holdback)

3) ☐ as full and final payment for all labor, skill and material furnished or to be furnished

to the following described real property: (legal description, street address or project name)

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

_____

By _____

_____
(Title)

_____
(Address)

_____

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.



APPROVED IN THE REVISOR OF STATUTES OFFICE BY:

_____

2820.5500 FORM 122-M: AFFIDAVIT BY INITIAL TRANSFEREE (INDIVIDUAL).

Subpart 1. **Scope.** The recommended form for an affidavit by an initial transferee (individual) is contained in subpart 2.

Subp. 2. **Form.**

AFFIDAVIT BY AN INITIAL TRANSFEREE
Pursuant to Minn. Stat. Sec. 523.11, subd. 4 (1984)
By Individual

**Form No. 122-M** Minnesota Uniform Conveyancing Blanks (1985)

## Affidavit By An Initial Transferee

STATE OF MINNESOTA
} ss.
COUNTY OF _____

(reserved for recording data)

_____,
being first duly sworn, on oath says that:

1. Affiant is an initial transferee named in that certain deed dated _____, 19___, and filed for record _____, 19___, as Document Number _____ (or in Book _____ of _____ Page _____), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota, from _____, as Attorney-in-Fact for _____, as Grantor and principal, relating to real property in _____ County, Minnesota, legally described as follows:

(If more space is needed, continue on back)

2. Affiant had not received, at the time of the conveyance, a written instrument of revocation of that certain Power of Attorney dated _____, 19___, and filed for record _____, 19___, as Document No. _____ (or in Book _____ of _____ Page _____), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota.

_____

Subscribed and sworn to before me this

_____ day of _____, 19___

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

_____
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)



APPROVED IN THE REVISOR OF STATUTES OFFICE BY:

2820.5600 FORM 123-M: AFFIDAVIT BY AN INITIAL TRANSFEREE (CORPORATION OR PARTNERSHIP).

Subpart 1. **Scope.** The recommended form for an affidavit by an initial transferee (corporation or partnership) is contained in subpart 2.

Subp. 2. **Form.**

AFFIDAVIT BY AN INITIAL TRANSFEREE
Pursuant to Minn. Stat. Sec. 523.11, subd. 4 (1984)
By Corporation or Partnership

**Form No. 123-M** Minnesota Uniform Conveyancing Blanks (1985)

## Affidavit By An Initial Transferee

STATE OF MINNESOTA
} ss.
COUNTY OF _____

(reserved for recording data)

_____,
being first duly sworn, on oath says that:

1. Affiant is (a) (the) _____
of _____
a _____ under the laws of _____,
an initial transferee named in that certain deed dated _____, 19___,
and filed for record _____, 19___, as Document Number _____
(or in Book _____ of _____ Page _____), in the Office of
the (County Recorder) (Registrar of Titles) of _____ County, Minnesota,
from _____, as
Attorney-in-Fact for _____,
as Grantor and principal, relating to real property in _____ County, Minnesota,
legally described as follows:

(If more space is needed, continue on back)

2. The above initial transferee had not received, at the time of the conveyance, a written instrument of revocation of that certain Power of Attorney dated _____, 19___ and filed for record _____, 19___, as Document No. _____ (or in Book _____ of _____ Page _____), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota.

_____

Subscribed and sworn to before me this

_____ day of _____, 19___

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

_____
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)



APPROVED IN THE REVISOR OF STATUTES OFFICE BY:

_____

2820.5700 FORM 124-M: AFFIDAVIT OF AUTHORITY OF SUCCESSOR ATTORNEY-IN-FACT.

Subpart 1. **Scope.** The recommended form for an affidavit of authority of successor attorney-in-fact is contained in subpart 2.

Subp. 2. **Form.**

AFFIDAVIT OF AUTHORITY
Pursuant to Minn. Stat. Sec. 523.16 (1984)

Form No. 124-M

Minnesota Uniform Conveyancing Blanks (1985)

**Affidavit of Authority of Successor Attorney-in-Fact**

STATE OF MINNESOTA
} ss.
COUNTY OF _____

(reserved for recording data)

_____,
being first duly sworn, on oath says that:

1. Affiant is the successor Attorney-in-Fact under that certain Power of Attorney dated _____, 19___, and filed for record _____, 19___, as Document Number _____ (or in Book _____ of _____ Page _____), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota, from _____, as Grantor and principal, to _____, as Attorney-in-Fact, relating to real property in _____ County, Minnesota, legally described as follows:

(If more space is needed, continue on back)

2. The Power of Attorney provides as conditions precedent to affiant's authority to act, the following:

3. Those conditions have occurred.

_____

Subscribed and sworn to before me this

_____ day of _____, 19___

_____
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)



APPROVED IN THE REVISOR OF STATUTES OFFICE BY:

_____

2820.8000 FORM 121-M: REVOCATION OF POWER OF ATTORNEY.

Subpart 1. **Scope.** The recommended form for a revocation of a power of attorney is contained in subpart 2.

Subp. 2. **Form.**

REVOCATION OF POWER OF ATTORNEY
Pursuant to Minn. Stat. Sec. 523.11, subd. 2 (1984)

**Form No. 121-M**

Minnesota Uniform Conveyancing Blanks (1985)

## Revocation of Power of Attorney

(reserved for recording data)

Date: _____, 19___

KNOW ALL BY THESE PRESENTS, that _____ hereby revokes that certain Power of Attorney dated _____, 19___, and filed for record _____, 19___, as Document Number _____ (or in Book _____ of _____ Page _____), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota, from _____, as Grantor and principal, to _____, as Attorney-in-Fact, relating to real property in _____ County, Minnesota, legally described as follows:

(If more space is needed, continue on back)

_____

_____

STATE OF MINNESOTA
COUNTY OF _____ } ss.

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

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

NOTE: To constitute "actual notice of revocation" in a real property transaction under Minn. Stat. Sec. 523.11, subd. 2 (1984), this document must be recorded or filed.



APPROVED IN THE REVISOR OF STATUTES OFFICE BY:

OFFICE OF THE REVISOR OF STATUTES

Proposed Rule

RD939

Agency: Department of Commerce

Division:

Agency Contact: Scott Borchert

Minnesota Rules: Parts 2820.3000; 2820.3300; 2820.3600; 2820.3700; 2820.3900; 2820.4000; 2820.4010; 2820.4020; 2820.4750; 2820.4760; 2820.4770; 2820.4780; 2820.4790; 2820.5500; 2820.5600; 2820.5700; and 2820.8000

Title: Proposed Rules Relating to Uniform Conveyancing Blanks

Type of Rules: Permanent

Incorporations by Reference: None

Steven C. Cross
Revisor of Statutes

Paul M. Marinac
Assistant Deputy Revisor
Phone: 296-0948
Date: May 5, 1986

OFFICE OF THE REVISOR OF STATUTES

Proposed Rule

RD939

Agency: Department of Commerce

Division:

Agency Contact: Scott Borchert

Minnesota Rules: Parts 2820.3000; 2820.3300; 2820.3600; 2820.3700; 2820.3900; 2820.4000; 2820.4010; 2820.4020; 2820.4750; 2820.4760; 2820.4770; 2820.4780; 2820.4790; 2820.5500; 2820.5600; 2820.5700; and 2820.8000

Title: Proposed Rules Relating to Uniform Conveyancing Blanks

Type of Rules: Permanent

Incorporations by Reference: None

Steven C. Cross
Revisor of Statutes

Paul M. Marinac
Assistant Deputy Revisor
Phone: 296-0948

Date: May 5, 1986

State of Minnesota
Department of Commerce

In the Matter of the Proposed Adoption of Uniform Conveyancing Blanks, Revising Forms 41-M and 43-M (Mortgages), 46-M and 47-M (Assignment of Mortgage), 50-M and 51-M (Satisfaction of Mortgage), 52-M and 53-M (Partial Release of Mortgage), 81-M and 82-M (Assignment of Mechanic's Lien), 83-M and 84-M (Satisfaction of Mechanic's Lien) and Creating Form 120-M (Receipt and Waiver of Mechanic's Lien), 121-M (Revocation of Power of Attorney), 122-M and 123-M (Affidavit of Initial Transferee), and 124-M (Affidavit of Authority)

Notice of Intent to Adopt Rules Without a Public Hearing

Notice is hereby given that the Department of Commerce proposes to adopt the above-entitled rules without a public hearing. The Commissioner of Commerce has determined that the proposed adoption of these rules will be noncontroversial in nature and has elected to follow the procedures set forth in Minnesota Statutes, Section 14.21.

Persons interested in these rules shall have 30 days to submit comments in support of or in opposition to the rules. Each comment should identify the portion of the proposed rule addressed, the reason for the comment, and any change proposed. The proposed rules may be modified if the modifications are supported by the data and views submitted to the Department and does not result in a substantial change.

No public hearing will be held unless twenty-five (25) or more persons make a written request for a hearing within the 30 day comment period. In the event a public hearing is required, the agency will proceed according to the provisions of Minnesota Statutes, Section 14.14, subd. 1.

Persons who wish to submit comments or a written request for a public hearing should submit them to Scott P. Borchert, Department of Commerce, 500 Metro Square Building, St. Paul, MN 55101 telephone (612) 296-9431. Any person requesting a public hearing should state her or his name and address and is encouraged to identify the portion of the proposed rule addressed, the reason for the request and any change proposed and send this information to the above address.

Authority for the adoption of these rules is contained in Minnesota Statutes, section 507.09. Additionally a Statement of Need and Reasonableness describing the need for and reasonableness of each provision and identifying the data and information relied upon to support the proposed rules has been prepared and is available upon request.

Pursuant to Minnesota Laws 1983, chapter 188 codified as Minnesota Statute Section 14.115, subdivision 2, the impact on small business has been considered in the promulgation of the rules. Anyone wishing to present evidence or argument as to the rules' effect on small business may do so. The Department's position regarding the impact of the rules on small business is set forth in the Statement of Need and Reasonableness.

Upon adoption of the final rules without a public hearing, the proposed rules, this Notice, the Statement of Need and Reasonableness, all written comments received, and the final Rules 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 rules as proposed for adoption, should submit a written statement of such request to Scott P. Borchert, Department of Commerce, 500 Metro Square Bldg., St. Paul, MN 55101.

A copy of the proposed rules is attached to this Notice.

Copies of this Notice and proposed rules are available and may be obtained by contacting Scott P. Borchert at the above address.



Michael A. Hatch
Commissioner of Commerce

STATE OF MINNESOTA
DEPARTMENT OF COMMERCE

IN THE MATTER OF THE PROPOSED )
ADOPTION AND AMENDMENT OF FORMS)
RELATING TO MINNESOTA UNIFORM )
CONVEYANCING BLANKS PURSUANT TO)
MINN. STAT. CHAPTER 507 )

STATEMENT OF NEED
AND REASONABLENESS

Commissioner of Commerce Michael A. Hatch ("Commissioner") presents herein his statement of the need for and reasonableness of the adoption of proposed forms and the amendment of existing forms relating to Minn. Stat. Chapter 507 (1985).

Since 1976, the Uniform Conveyancing Blank Advisory Task Force under the authority of the Commissioner, (Minn. Stat. § 507.09 (1984)), has worked to update the uniform conveyancing blanks adopted for use in Minnesota. The principle goals of the task force have been to review and revise the forms where appropriate using a modern format. The new format includes changes in the forms which are necessary and reasonable to provide the public, the real estate industry and the bar with modern, useful forms.

The format is designed for easier handling by the county recorder's offices and legal secretaries with larger areas for recording data, one-side forms reduced from legal size (in most cases) to letter size, and more room for legal descriptions. The language in the forms has been revised to make the forms simplier and easier to understand. In addition changes in the forms are made to reflect statutory changes. The proposed amendments to current forms is necessary to update forms which have not been revised for some time and must conform to recently revised forms. The new forms are proposed for adoption to provide form which are needed due to statutory changes where no form currently exists.

The following forms are submitted as revisions of current forms:

1. Form No. 41-M, Mortgage by Individual: Form 41-M was revised adopting the new format for forms. The text has been simplified similar to 41½ and 42½-M.

2. Form No. 43-M, Mortgage by Corporation or Partnership: Same comments as Form No. 41-M.

3. Form No. 50-M, Satisfaction of Mortgage by Individual: The size of the form was increased from two-sided 8½" x 7" to one-sided 8½" x 11". The format was revised. The language in the first paragraph was simplified.

4. Form No. 51-M, Satisfaction of Mortgage by Corporation or Partnership: Same comments as Form No. 50-M.

5. Form No. 52-M, Partial Release of Mortgage by Individual: The form was initially two-sided legal size which has been amended to comply with the revised format. Extraneous language has been removed on the form is now one-sided.

6. Form No. 53-M, Partial Release of Mortgage by Corporation: Same comments as Form 52-M.

The following new forms are proposed for adoption. The forms were made necessary by adoption of new provisions of Minn. Stat. Chapter 523, dealing with Powers of Attorney, by Laws of Minnesota 1984, Chapter 603. In addition the forms compliment Form 63½-M, Power of Attorney to Convey Real Estate, adopted previously by the Task Force. The forms are as follows:

1. Form No. 121-M, Revocation of Power of Attorney: This form is proposed pursuant to Minn. Stat. § 523.11, subd. 2 (1984). The form is needed to provide a readily available and recordable document for the revocation of a power of attorney relating to real property.

2. Form No. 122-M, Affidavit by an Initial Transferee, by Individual: The form is proposed pursuant to Minn. Stat. § 523.11, subd. 4 (1984). The form requires the initial transferee of real property to affirm that he has no knowledge of a revocation of the power of attorney, exercised by the principal's attorney in fact.

3. Form No. 123-M, Affidavit by an Initial Transferee, by Corporation or Partnership: Comments same as paragraph 2 relating to the reasons for the adoption of Form No. 122-M.

4. Form No. 124-M, Affidavit of Authority of Successor Attorney-in--Fact: The form is necessary and recommended for use pusuant to Minn. Stat. § 523.16 (1984). The form provided a recordable form giving notice of transfer of the Power of Attorney to convey real property.

Finally the Lien Waiver form is revised as follows: Form No. 120-M, Lien Waiver: Formerly Form No. 1031, the form retains its same size. The form provides reasonable manner to clearly indicate the type of payment made and extent of the waiver given. The document is now one-sided instead of two-sided. The form is needed to allow a lien holder to protect their interest.

STATE OF MINNESOTA
DEPARTMENT OF COMMERCE

IN THE MATTER OF THE PROPOSED )
ADOPTION AND AMENDMENT OF FORMS)
RELATING TO MINNESOTA UNIFORM )
CONVEYANCING BLANKS PURSUANT TO)
MINN. STAT. CHAPTER 507 )

STATEMENT OF NEED
AND REASONABLENESS -
SUPPLEMENT

This supplement is made part of the Statement of Need and Reasonableness in compliance with Minn. Stat. § 14.115, Small Business considerations in Rulemaking. The proposed rules are necessary to provide the public with general forms which may be recorded to evidence a conveyance of an interest in real property.

As such, the rules will not have a direct impact on small businesses. Consequently it will not be necesary for the Department of Commerce to impliment any methods for reducing the impact of the rule on small business in Minnesota.

# Department of Commerce

## Proposed Adoption of Uniform Conveyancing Blanks

### Notice of Intent to Adopt Rules without a Public Hearing

Notice is hereby given that the Department of Commerce proposes to adopt the above-entitled rules without a public hearing. The Commissioner of Commerce has determined that the proposed adoption of these rules will be noncontroversial in nature and has elected to follow the procedures set forth in Minnesota Statutes, Section 14.21.

Persons interested in these rules shall have 30 days to submit comments in support of or in opposition to the rules. Each comment should identify the portion of the proposed rule addressed, the reason for the comment, and any change proposed. The proposed rules may be modified if the modifications are supported by the data and views submitted to the Department and does not result in a substantial change.

No public hearing will be held unless twenty-five (25) or more persons make a written request for a hearing within the 30 day comment period. In the event a public hearing is required, the agency will proceed according to the provisions of Minnesota Statutes, Section 14.14, subd. 1.

Persons who wish to submit comments or a written request for a public hearing should submit them to Scott P. Borchert, Department of Commerce, 500 Metro Square Building, St. Paul, MN 55101, telephone (612) 296-9431. Any person requesting a public hearing should state her or his name and address and is encouraged to identify the portion of the proposed rule addressed, the reason for the request and any change proposed and send this information to the above address.

Authority for the adoption of these rules is contained in Minnesota Statutes, section 507.09. Additionally a Statement of Need and Reasonableness describing the need for and reasonableness of each provision and identifying the data and information relied upon to support the proposed rules has been prepared and is available upon request.

Pursuant to Minnesota Laws 1983, chapter 188 codified as Minnesota Statute Section 14.115, subdivision 2, the impact on small business has been considered in the promulgation of the rules. Anyone wishing to present evidence or argument as to the rules' effect on small business may do so. The Department's position regarding the impact of the rules on small business is set forth in the Statement of Need and Reasonableness.

Upon adoption of the final rules without a public hearing, the proposed rules, this Notice, the Statement of Need and Reasonableness, all written comments received, and the final Rules 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 rules as proposed for adoption, should submit a written statement of such request to Scott P. Borchert, Department of Commerce, 500 Metro Square Bldg., St. Paul, MN 55101.

A copy of the proposed rules is attached to this Notice.

Copies of this Notice and proposed rules are available and may be obtained by contacting Scott P. Borchert at the above address.

Michael A. Hatch
Commissioner of Commerce

# Department of Commerce

## Proposed Rules Relating to Uniform Conveyancing Blanks

### Rules as Proposed (all new material)

**2820.3000 FORM 41-M: MORTGAGE BY INDIVIDUAL.**

Subpart 1. **Scope.** The recommended form for a mortgage by an individual is contained in subpart 2.

Subp. 2. **Form.**

**MORTGAGE** Form No. 41—M Miller Davis Co., Minneapolis (7.17.85) Minnesota Uniform Conveyancing Blanks (1985)
By Individual

(reserved for mortgage registry tax payment data)

(reserved for recording data)

**MORTGAGE REGISTRY TAX DUE HEREON:**

$_____

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

between _____

_____, Mortgagor (whether one or more),

and _____

_____, Mortgagee (whether one or more),

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

_____ DOLLARS,

to Mortgagor in hand paid by Mortgagee, the receipt whereof is hereby acknowledged, does hereby convey unto Mortgagee, forever, real property in _____ County Minnesota, described as follows:

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

TO HAVE AND TO HOLD THE SAME, to Mortgagee forever. 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 Mortgagee shall quietly enjoy and possess the same; and that Mortgagor will warrant and defend the title to the same against all lawful claims not hereinbefore specifically excepted.

PROVIDED, NEVERTHELESS, That if Mortgagor shall pay to 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 provided in the Note, and shall repay to 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 and assessments payable therewith, 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 Mortgagor's expense.

**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.

AND MORTGAGOR covenants with 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 Mortgagee. Each insurance policy shall contain a loss payable clause in favor of 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, Mortgagor shall promptly give notice of such damage to 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 Mortgagee. The insurance policies shall provide for not less than ten days written notice to Mortgagee before cancellation, non-renewal, termination, or change in coverage, and Mortgagor shall deliver to 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 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, 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 Mortgagor to 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, 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 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 Mortgagor agrees to pay.

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

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

MORTGAGOR

_____

By _____
Its _____

STATE OF MINNESOTA )
) ss.
COUNTY OF _____ )

By _____
Its _____

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 _____.

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

FAILURE TO RECORD OR FILE THIS MORTGAGE
MAY AFFECT THE PRIORITY OF THIS MORTGAGE.

## 2820.3300 FORM 43-M: MORTGAGE BY CORPORATION OR PARTNERSHIP.

Subpart 1. **Scope.** The recommended form for a mortgage by a corporation or partnership is contained in subpart 2.

Subp. 2. **Form.**

MORTGAGE — Form No. 43—M — Miller Davis Co., Minneapolis (7 17 85) Minnesota Uniform Conveyancing Blanks (1985)

By Corporation or Partnership

(reserved for mortgage registry tax payment data)

(reserved for recording data)

MORTGAGE REGISTRY TAX DUE HEREON:

$_____

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

between _____,

a _____ under the laws of _____,

Mortgagor (whether one or more), and _____

_____, Mortgagee (whether one or more),

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

_____ DOLLARS,

to Mortgagor in hand paid by Mortgagee, the receipt whereof is hereby acknowledged, does hereby convey unto Mortgagee, forever, real property in _____ County Minnesota, described as follows:

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

TO HAVE AND TO HOLD THE SAME, to Mortgagee forever. 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 Mortgagee shall quietly enjoy and possess the same; and that Mortgagor will warrant and defend the title to the same against all lawful claims not hereinbefore specifically excepted.

PROVIDED, NEVERTHELESS, That if Mortgagor shall pay to 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 provided in the Note, and shall repay to 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 and assessments payable therewith, 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 Mortgagor's expense.

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.

AND MORTGAGOR covenants with 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 Mortgagee. Each insurance policy shall contain a loss payable clause in favor of 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, Mortgagor shall promptly give notice of such damage to 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 Mortgagee. The insurance policies shall provide for not less than ten days written notice to Mortgagee before cancellation, non-renewal, termination, or change in coverage, and Mortgagor shall deliver to 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 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, 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 Mortgagor to 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, 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 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 Mortgagor agrees to pay.

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

IN TESTIMONY WHEREOF 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 _____.

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

FAILURE TO RECORD OR FILE THIS MORTGAGE
MAY AFFECT THE PRIORITY OF THIS MORTGAGE.

**2820.3600 FORM 46-M: ASSIGNMENT OF MORTGAGE BY INDIVIDUAL.**

Subpart 1. **Scope.** The recommended form for an assignment of a mortgage by an individual is contained in subpart 2.

Subp. 2. **Form.**

ASSIGNMENT OF MORTGAGE By Individual — Form No. 46-M — Miller Davis Co., Minneapolis (12 18 85) Minnesota Uniform Conveyancing Blanks (1985)

## Assignment Of Mortgage

Date: _____, 19___

(reserved for recording data)

FOR VALUABLE CONSIDERATION, _____,

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

Assignee (whether one or more), the Assignor's interest in the Mortgage dated _____, 19___, executed by _____,

as Mortgagor, to _____,

as Mortgagee, and filed for record _____, 19___, as Document Number _____ (or in Book _____ of _____ Page _____), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota, together with all right and interest in the note and obligations therein specified and the debt thereby secured. Assignor covenants with Assignee, its successors and assigns, that there is still due and unpaid of the debt secured by the Mortgage the sum of _____ DOLLARS, with interest thereon from _____, 19___, and that Assignor has good right to sell, assign and transfer the same.

ASSIGNOR(S)

_____

_____

_____

_____

STATE OF MINNESOTA
COUNTY OF _____ } ss.

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

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

**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.

**2820.3700 FORM 47-M: ASSIGNMENT OF MORTGAGE BY CORPORATION OR PARTNERSHIP.**

Subpart 1. **Scope.** The recommended form for an assignment of a mortgage by a corporation or partnership is contained in subpart 2.

Subp. 2. **Form.**

ASSIGNMENT OF MORTGAGE — Form No. 47-M — Miller/Davis Co., Minneapolis (12.18.85) Minnesota Uniform Conveyancing Blanks (1985)
By Corporation or Partnership

## Assignment Of Mortgage

(reserved for recording data)

Date: _____, 19__

FOR VALUABLE CONSIDERATION, _____
_____,
a _____ under the laws of _____,
Assignor (whether one or more), hereby sells, assigns and transfers to _____
_____,
Assignee (whether one or more), the Assignor's interest in the Mortgage dated _____, 19__,
executed by _____
_____,
as Mortgagor, to _____,
as Mortgagee, and filed for record _____, 19__, as Document Number _____
(or in Book _____ of _____ Page _____), in the Office of the (County Recorder)
(Registrar of Titles) of _____ County, Minnesota, together with all right and interest in the note and obligations therein specified and the debt thereby secured. Assignor covenants with Assignee, its successors and assigns, that there is still due and unpaid of the debt secured by the Mortgage the sum of
_____
_____ DOLLARS, with interest thereon from
_____, 19__, and that Assignor has good right to sell, assign and transfer the same.

ASSIGNOR

_____

By _____
Its _____

By _____
Its _____

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 _____.

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

**2820.3900 FORM 50-M: SATISFACTION OF MORTGAGE BY INDIVIDUAL.**

Subpart 1. **Scope.** The recommended form for a satisfaction of a mortgage by an individual is contained in subpart 2.

Subp. 2. **Form.**

SATISFACTION OF MORTGAGE — Form No. 50-M — Miller Davis Co., Minneapolis (7 17 85) Minnesota Uniform Conveyancing Blanks (1985)
By Individual

Satisfaction Of Mortgage

(reserved for recording data)

Date: _____, 19___

THAT CERTAIN MORTGAGE owned by the undersigned, dated _____, 19___, executed by _____, as Mortgagor, to _____, as Mortgagee, and filed for record _____, 19___, as Document Number _____ (or in Book _____ of _____ Page _____), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota, is, with the indebtedness thereby secured, fully paid and satisfied.

_____

_____

_____

_____

STATE OF MINNESOTA )
) ss.
COUNTY OF _____ )

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

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

**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.

**2820.4000 FORM 51-M: SATISFACTION OF MORTGAGE BY CORPORATION OR PARTNERSHIP.**

Subpart 1. **Scope.** The recommended form for a satisfaction of a mortgage by a corporation or partnership is contained in subpart 2.

Subp. 2. **Form.**

SATISFACTION OF MORTGAGE — Form No. 51-M — Miller Davis Co., Minneapolis (7 17 85) Minnesota Uniform Conveyancing Blanks (1985)
By Corporation or Partnership

Satisfaction Of Mortgage

(reserved for recording data)

Date: _____, 19__

THAT CERTAIN MORTGAGE owned by the undersigned, a _____ under the laws of _____, dated _____, 19__, executed by _____, as Mortgagor, to _____, as Mortgagee, and filed for record _____, 19__, as Document Number _____ (or in Book _____ of _____ Page _____), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota, is, with the indebtedness thereby secured, fully paid and satisfied.

_____

By _____
Its _____

By _____
Its _____

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 _____.

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

**2820.4010 FORM 52-M: PARTIAL RELEASE OF MORTGAGE BY INDIVIDUAL.**

Subpart 1. **Scope.** The recommended form for a partial release of a mortgage by an individual is contained in subpart 2.

Subp. 2. **Form.**

PARTIAL RELEASE OF MORTGAGE — Form No. 52-M — Minnesota Uniform Conveyancing Blanks (Rev. 3-19-86)
By Individual

**Partial Release of Mortgage**

(reserved for recording data)

Date: _____, 19

FOR VALUABLE CONSIDERATION, the real property in _____ County, Minnesota, legally described as follows:

(If more space is needed, continue on back)

is hereby released from the lien of the Mortgage, owned by the undersigned, dated _____, 19___, executed by _____, as Mortgagor, to _____, as Mortgagee, and filed for record _____, 19___, as Document Number _____ (or in Book _____ of _____ Page _____), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota.

STATE OF MINNESOTA
COUNTY OF _____ } ss.

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

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

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.

**2820.4020 FORM 53-M: PARTIAL RELEASE OF MORTGAGE BY CORPORATION OR PARTNERSHIP.**

Subpart 1. **Scope.** The recommended form for a partial release of a mortgage by a corporation or partnership is contained in subpart 2.

Subp. 2. **Form.**

PARTIAL RELEASE OF MORTGAGE
By Corporation or Partnership

Form No. 53-M

Minnesota Uniform Conveyancing Blanks (Rev. 3-19-86)

## Partial Release of Mortgage

(reserved for recording data)

Date: _____, 19__

FOR VALUABLE CONSIDERATION, the real property in _____ County, Minnesota, legally described as follows:

(If more space is needed, continue on back)

is hereby released from the lien of the Mortgage, owned by the undersigned, dated _____, 19__, executed by _____, as Mortgagor, to _____, as Mortgagee, and filed for record _____, 19__, as Document Number _____ (or in Book _____ of _____ Page _____), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota.

_____

By _____
Its _____

By _____
Its _____

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 _____.

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

## MECHANIC'S LIENS

### 2820.4750 FORM 81-M: ASSIGNMENT OF MECHANIC'S LIEN BY INDIVIDUAL.

Subpart 1. **Scope.** The recommended form for an assignment of a mechanic's lien by an individual is contained in subpart 2.

Subp. 2. **Form.**

ASSIGNMENT OF MECHANIC'S LIEN
By Individual

Form No. 81-M

Miller/Davis Co., Minneapolis (12-18-85)
Minnesota Uniform Conveyancing Blanks (1985)

Assignment of
Mechanic's Lien

Date: _____, 19___

(reserved for recording data)

FOR VALUABLE CONSIDERATION, _____

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

Assignee (whether one or more), a mechanic's lien, the verified statement and claim for which is dated _____, 19___, executed by _____,

and filed for record _____, 19___, as Document Number _____
(or in Book _____ of _____ Page _____), in the Office of the (County Recorder)
(Registrar of Titles) of _____ County, Minnesota, together with all right and interest in and to the debt thereby secured.

ASSIGNOR(S)

_____

_____

_____

_____

STATE OF MINNESOTA )
) ss.
COUNTY OF _____ )

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

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

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.

**2820.4760 FORM 82-M: ASSIGNMENT OF MECHANIC'S LIEN BY CORPORATION OR PARTNERSHIP.**

Subpart 1. **Scope.** The recommended form for an assignment of a mechanic's lien by a corporation or partnership is contained in subpart 2.

Subp. 2. **Form.**

ASSIGNMENT OF MECHANIC'S LIEN
By Corporation or Partnership

Form No. 82-M

Miller/Davis Co., Minneapolis (12-18-85)
Minnesota Uniform Conveyancing Blanks (1985)

Assignment of
Mechanic's Lien

Date: _____, 19___

(reserved for recording data)

FOR VALUABLE CONSIDERATION, _____,
a _____ under the laws of _____,
Assignor (whether one or more), hereby sells, assigns and transfers to _____,
Assignee (whether one or more), a mechanic's lien, the verified statement and claim for which is dated _____, 19___, executed by _____,
and filed for record _____, 19___, as Document Number _____
(or in Book _____ of _____ Page _____ ), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota, together with all right and interest in and to the debt thereby secured.

ASSIGNOR

_____

By _____
Its _____

By _____
Its _____

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 _____.

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

**2820.4770 FORM 83-M: SATISFACTION OF MECHANIC'S LIEN BY INDIVIDUAL.**

Subpart 1. **Scope.** The recommended form for a satisfaction of a mechanic's lien by an individual is contained in subpart 2.

Subp. 2. **Form.**

SATISFACTION OF MECHANIC'S LIEN
By Individual

**Form No. 83-M**

Miller/Davis Co., Minneapolis (12-18-85)
Minnesota Uniform Conveyancing Blanks (1985)

Satisfaction of
Mechanic's Lien

Date: _____, 19___

(reserved for recording data)

THAT CERTAIN MECHANIC'S LIEN owned by the undersigned, the verified statement and claim for which is dated _____, 19___, executed by _____

and filed for record _____, 19___, as Document Number _____
(or in Book _____ of _____ Page _____ ), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota, is, with the indebtedness thereby secured, fully paid and satisfied.

STATE OF MINNESOTA )
) ss.
COUNTY _____ )

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

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

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.

**2820.4780 FORM 84-M: SATISFACTION OF MECHANIC'S LIEN BY CORPORATION OR PARTNERSHIP.**

Subpart 1. **Scope.** The recommended form for a satisfaction of a mechanic's lien by a corporation or partnership is contained in subpart 2.

Subp. 2. **Form.**

SATISFACTION OF MECHANIC'S LIEN
By Corporation or Partnership

**Form No. 84-M**

Miller Davis Co. Minneapolis (12-18-85)
Minnesota Uniform Conveyancing Blanks (1985)

Satisfaction of
Mechanic's Lien

(reserved for recording data)

Date: _____, 19__

THAT CERTAIN MECHANIC'S LIEN owned by the undersigned, a _____ under the laws of _____, the verified statement and claim for which is dated _____, 19__, executed by _____ and filed for record _____, 19__, as Document Number _____ (or in Book _____ of _____ Page _____), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota, is, with the indebtedness thereby secured, fully paid and satisfied.

_____

By _____
Its _____

By _____
Its _____

STATE OF MINNESOTA )
) ss.
COUNTY _____ )

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 _____.

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

**2820.4790 FORM 120-M: RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS.**

Subpart 1. **Scope.** The recommended form for a receipt and waiver of mechanic's lien rights is contained in subpart 2.

Subp. 2. **Form.**

Form No. 120—M Miller/Davis Co., Minneapolis (7 17 85) Minnesota Uniform Conveyancing Blanks (1985)

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: _____, 19__

The undersigned hereby acknowledges receipt of the sum of $ _____

**CHECK ONLY ONE**

1) ☐ as partial payment for labor, skill and material furnished

2) ☐ as payment for all labor, skill and material furnished or to be furnished (except the sum of $_____ retainage or holdback)

3) ☐ as full and final payment for all labor, skill and material furnished or to be furnished

to the following described real property: (legal description, street address or project name)

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

_____

By _____

_____
(Title)

_____
(Address)

_____

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

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.

**2820.5500 FORM 122-M: AFFIDAVIT BY INITIAL TRANSFEREE (INDIVIDUAL).**

Subpart 1. **Scope.** The recommended form for an affidavit by an initial transferee (individual) is contained in subpart 2.

Subp. 2. **Form.**

AFFIDAVIT BY AN INITIAL TRANSFEREE
Pursuant to Minn. Stat. Sec. 523.11, subd. 4 (1984)
By Individual

Form No. 122-M

Miller-Davis Co., Minneapolis (7 17 85)
Minnesota Uniform Conveyancing Blanks (1985)

Affidavit By An
Initial Transferee

STATE OF MINNESOTA
} ss.
COUNTY OF _____

(reserved for recording data)

_____,
being first duly sworn, on oath says that:

1. Affiant is an initial transferee named in that certain deed dated _____, 19___, and filed for record _____, 19___, as Document Number _____ (or in Book _____ of _____ Page _____), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota, from _____, as Attorney-in-Fact for _____, as Grantor and principal, relating to real property in _____ County, Minnesota, legally described as follows:

(If more space is needed, continue on back)

2. Affiant had not received, at the time of the conveyance, a written instrument of revocation of that certain Power of Attorney dated _____, 19___, and filed for record _____, 19___, as Document No. _____ (or in Book _____ of _____ Page _____), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota.

_____

Subscribed and sworn to before me this

_____ day of _____, 19___.

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

_____
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

**2820.5600 FORM 123-M: AFFIDAVIT BY AN INITIAL TRANSFEREE (CORPORATION OR PARTNERSHIP).**

Subpart 1. **Scope.** The recommended form for an affidavit by an initial transferee (corporation or partnership) is contained in subpart 2.

Subp. 2. **Form.**

AFFIDAVIT BY AN INITIAL TRANSFEREE
Pursuant to Minn. Stat. Sec. 507.11, subd. 4 (1984)
By Corporation or Partnership

Form No. 123-M

Miller/Davis Co., Minneapolis (7 17 85)
Minnesota Uniform Conveyancing Blanks (1985)

Affidavit By An
Initial Transferee

STATE OF MINNESOTA
} ss.
COUNTY OF _____

(reserved for recording data)

_____,
being first duly sworn, on oath says that:

1. Affiant is (a) (the) _____
of _____,
a _____ under the laws of _____,
an initial transferee named in that certain deed dated _____, 19___,
and filed for record _____, 19___, as Document Number _____
(or in Book _____ of _____ Page _____), in the Office of
the (County Recorder) (Registrar of Titles) of _____ County, Minnesota,
from _____,
Attorney-in-Fact for _____, as
as Grantor and principal, relating to real property in _____ County, Minnesota,
legally described as follows:

(If more space is needed, continue on back)

2. The above initial transferee had not received, at the time of the conveyance, a written instrument of revocation of that certain Power of Attorney dated _____, 19___, and filed for record _____, 19___, as Document No. _____ (or in Book _____ of _____ Page _____), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota.

_____

Subscribed and sworn to before me this

_____ day of _____, 19___.

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

_____
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

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.

**2820.5700 FORM 124-M: AFFIDAVIT OF AUTHORITY OF SUCCESSOR ATTORNEY-IN-FACT.**

Subpart 1. **Scope.** The recommended form for an affidavit of authority of successor attorney-in-fact is contained in subpart 2.

Subp. 2. **Form.**

AFFIDAVIT OF AUTHORITY
Pursuant to Minn. Stat. Sec. 523.16 (1984)

**Form No. 124-M**

Miller Davis Co., Minneapolis (7-17-85)
Minnesota Uniform Conveyancing Blanks (1985)

## Affidavit of Authority of Successor Attorney-in-Fact

STATE OF MINNESOTA }
} ss.
COUNTY OF _____ }

(reserved for recording data)

_____,
being first duly sworn, on oath says that:

1. Affiant is the successor Attorney-in-Fact under that certain Power of Attorney dated _____, 19___, and filed for record _____, 19___, as Document Number _____ (or in Book _____ of _____ Page _____), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota, from _____, as Grantor and principal, to _____, as Attorney-in-Fact, relating to real property in _____ County, Minnesota, legally described as follows:

(If more space is needed, continue on back)

2. The Power of Attorney provides as conditions precedent to affiant's authority to act, the following:

3. Those conditions have occurred.

_____

Subscribed and sworn to before me this

_____ day of _____, 19___

_____
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

**2820.8000 FORM 121-M: REVOCATION OF POWER OF ATTORNEY.**

Subpart 1. **Scope.** The recommended form for a revocation of a power of attorney is contained in subpart 2.

Subp. 2. **Form.**

REVOCATION OF POWER OF ATTORNEY
Pursuant to Minn. Stat. Sec. 523.11, subd. 2 (1984)

Form No. 121-M

Miller-Davis Co., Minneapolis (7-17-85)
Minnesota Uniform Conveyancing Blanks (1985)

Revocation of
Power of Attorney

(reserved for recording data)

Date: _____, 19___

KNOW ALL BY THESE PRESENTS, that _____ hereby revokes that certain Power of Attorney dated _____, 19___, and filed for record _____, 19___, as Document Number _____ (or in Book _____ of _____ Page _____), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota, from _____, as Grantor and principal, to _____, as Attorney-in-Fact, relating to real property in _____ County, Minnesota, legally described as follows:

(If more space is needed, continue on back)

_____

_____

STATE OF MINNESOTA
COUNTY OF _____ } ss.

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

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

NOTE: To constitute "actual notice of revocation" in a real property transaction under Minn. Stat. Sec. 523.11, subd. 2 (1984), this document must be recorded or filed.

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

| | |
|---|---|
| In the Matter of the Proposed Adoption of Uniform Conveyancing Blanks, Revising Forms 41-M and 43-M (Mortgages), 46-M and 47-M (Assignment of Mortgage), 50-M and 51-M (Satisfaction of Mortgage), 52-M and 53-M (Partial Release of Mortggae), 81-M and 82-M (Assignment of Mechanic's Lien), 83-M and 84-M (Satisfaction of Mechanic's Lien) and Creating Form 120-M (Receipt and Waiver of Mechanic's Lien), 121-M (Revocation of Power of Attorney), 122-M and 123-M (Affidavit of Initial Transferee), and 124-M (Affidavit of Authority) | 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 June 2, 1986 and was sent by the United States mail to all persons on the list maintained by the Department of Commerce pursuant to Minn. Stat. § 14.14, subd. 1a, on June 4, 1986.

After affording interested and affected persons an opportunity to submit comments for 30 days after Notice, receiving fewer than twenty-five (25) 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 these rules identified as Uniform Conveyancing Blanks are adopted this eleventh day of August, 1986 pursuant to authority vested in me by Minn. Stat. § 507.09 (1984).



Michael A. Hatch
Commissioner of Commerce

In the Matter of the Proposed Adoption of Rules Governing the Adoption of Uniform Conveyancing Blanks, Revising Forms 41-M and 43-M (Mortgages), 46-M and 47-M (Assignment of Mortgage), 50-M and 51-M (Satisfaction of Mortgage) 52-M and 53-M (partial Release of Mortgage), 81-M and 82-M (Assignment of mechanic's Lien), 83-M and 84-M (Satisfactin of Mechanic's Lien) and Creating Form) 120-M (Receipt and Waiver of Mechanic's Lien), 121-M (Revocation of Power of Attorney),) 122-M and 123-M (Affidavit of Initial Transferee), and 124-M (Affidavit of Authority)

STATEMENT OF COMPLIANCE WITH RULEMAKING PROCEDURES

I, John C. Bjork, do hereby declare that I have examined the rules and all related documents and that, based on my examination and my personal familiarity with the applicable procedures, the Administrative Procedure Act, the rules of teh Office of Administrative Hearings, and the rules of the Attorney General have been followed. Any exceptions* are noted below.

John C. Bjork
Special Assistant Attorney General

Dated: August 18, 1986

*The Statement of Need and Reasonableness did not — as originally published — contain any discussion regarding the impact on small businesses. The Supplement to that document addresses the agency's consideration of that issue. No one ~~was~~ apparently has even requested a copy of the Statement of Need and Reasonableness.

STATE OF MINNESOTA

COUNTY OF RAMSEY

CERTIFICATE

In the Matter of the Proposed Adoption
of Uniform Conveyancing Blanks

I hereby certify that the list of persons, associations, and other interested groups who have requested, pursuant to Minnesota Statutes, section 14.14, subd. 1a, that their names be placed on file with and maintained by the Department of Commerce for the purpose of receiving notice of the proposed adoption of rules is accurate and complète as of 12:00 p.m., this 4th day of June, 1986.

Terese M. Ebner

TERESE M. EBNER

Glen Tullman
Certified Collateral Corporation
640 N. LaSalle, Suite 640
Chicago, IL 60610

M. D. Monette, V. P. & Counsel
Colonial Penn Group, Inc.
5 Penn Center Plaza
Philadelphia, PA 19181

Barbara Weisenbach
Continental American Life Ins Company
P.O. Box 15750
Wilmington, Delaware 19850

Coury, Schwinn & Kodadek
400 Marquette Ave. Suite 300
Minneapolis, MN 55401

Norman E. Nelson
Manager, Govt. Affairs Dept.
Crum & Forster Corporation
305 Madison Avenue CN 1932
Morristown, NJ 07960

Karen Koast
Dean Witter Reynolds, Inc.
Compliance Dept.
5 World Trade Center, 4th Floor
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Dept. of Land Registration
P.O. Box 569
Bentonville, AR 72712

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Doherty, Rumble & Butler
Professional Association
East 1500 First Nat'l Bank Bldg.
St. Paul, MN 55101

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Dominic Sposeto & Associates
2824 Irving Avenue S.
Minneapolis, MN 55408

Fireman's Fund Emp. Ins. Co.
Contracts Department
Green Bay, WI 54344

Harold J. Soderberg
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4700 IDS Center
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St. Paul, MN 55113

Kris Novak

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Eagen, MN 55123

Archibald Spencer

3500 IDS Center
Minneapolis, MN 55402-2213

Regulation Analyst
Alliance of American Insurers
1501 Woodfield Rd., Suite 400 West
Schaumberg, IL 60195-4980

Mr. Robert J. Demichelis
American Council of Life Insurance
1850 K Street NW
Washington, DC 20006

Frederick P. McGarvey
American Insurance Association
230 W. Monroe St.
Chicago, IL 60606

Daniel D. Foth
Associated Builders & Contractors
6989 Washington Ave. So., Suite 200
Edina, MN 55435

Morris J. Anderson, Exec. Dir.
Association of Minnesota Counties
555 Park Street, Suite 300
St. Paul, MN 55103

R. G. Lanham, Dir. of Research
Carleton Financial Computations
P.O. Box 570
South Bend, IN 46624

Thomas Houser, Managing Sec'y.
Minnesota Insurance Guaranty Association
4640 West 77th Street Suite 266
Minneapolis, MN 55435

Tom Haider
Minnesota League of Credit Unions
575 University Ave.
St. Paul, MN 55103

MN Motor Transport &
Permit Carriers Assn.
1821 University Ave., Room 134N
St. Paul, MN 55104

Jean Dawson
Minn. Government Report
B-12 Press Room, State Capitol
St. Paul, MN 55155

Joan M. Archer
Minn. Mfg. Housing Assoc.
222 E. Little Canada Rd., S222
St. Paul, MN 55117

John G. Horner
Minnesota Multi Housing Assn.
4740 Park Glen Road
Minneapolis, MN 55416

Minn. Petroleum Council
386 N. Wabasha, Suite 1025
St. Paul, MN 55102

John Van Doorn
Minn. Retail Merchants Assoc.
180 Metro Square Bldg.
St. Paul, MN 55101

Minn. School of Real Est. Inc.
9944 West 74th St.
Eden Prairie, MN 55344

Mary Miranowski, Exec. Dir.
Minn. State Builders Assoc.
1410 Energy Park Dr. #6
St. Paul, MN 55108-5296

Abe Rosenthal, Pres.
Minn. Transport Services Assn.
1821 University Ave. (Suite N310)
St. Paul, MN 55104

Norbert A. McCrady
Independent Bankers of Minn.
7850 Metro Pkwy, Suite 211
Bloomington, MN 55420

Rudy D. Broyles, CPCU
Insurance Services Office, Inc.
12 South Sixth Street - RM 1229
Minneapolis, MN 55402

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Integrity Mutual Insurance Company
P.O. Box 539
Appleton, WI 54912

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Investment Company Institute
1600 M Street NW
Washington, DC 20036

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Mairs and Power, Inc.
W-2062 First National Bank Bldg.
St. Paul, MN 55101

Mr. Ronald R. Radtke, Mgr., Comp. Svcs.
Metropolitan Prop. & Liability Ins. Co.
700 Quaker Lane
Warwick, RI 02887

Gary K. Thaden
MN Asbestos Abatement Contract Assn
766 Transfer Road
St. Paul, MN 55114

'eter S. Popovich

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St. Paul, MN 55102

'hillips Legislative Service, Inc.
59 Rice Street
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ashington, D.C. 20036

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1922 F Street, NW
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Natl. Assoc. of Prof. Surplus Lines Off.
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Edina, MN 55435

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State Bond & Mortgage Company
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New Ulm, MN 56073

Conrad M. Fredin
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Duluth, MN 55802

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State Capitol Credit Union
95 Sherburne
St. Paul, MN 55103

Randall Young
State Planning Agency
101 Capitol Square Building
St. Paul, MN 55101

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St. Paul Companies, Inc.
385 Washington Street
St. Paul, MN 55102

Karen Langland, Government Affairs
St. Paul Fire & Marine Ins. Co.
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St. Paul, MN 55102

Paul Dwyer, Gen'l Counsel's Office
Title Insurance Company of MN
400 Second Avenue South
Minneapolis, MN 55401

John M. Marshall, V.P. & Chief Coun.
Union Fidelity Life Insurance Co.
4850 Street Road
Trevose, PA 19049

Jerome Scheibl, Vice President
Wausau Insurance Group
2000 Westwood Dr.
Wausau, WI 54401

Larry J. Smith Asst Sec'y Public Affairs
Western Insurance Companies
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Fort Scott, Kansas 66701

John A. Knapp, Esq.
Winthrop & Weinstine
1800 Conwed Tower, 444 Cedar
Saint Paul, MN 55101

In the Matter of the Proposed Adoption
of Uniform Conveyancing Blanks

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY )

AFFIDAVIT OF
MAILING

Terese M. Ebner, being first duly sworn, deposes and says:

That on the 4th day of June, 1986, at the City of St. Paul, County of Ramsey, State of Minnesota, the attached Notice of Intent to Adopt Rules without a public hearing was served by depositing in the State of Minnesota Central Mail System for United States mailing at said City of St. Paul, a copy properly prepared with first-class postage prepaid, on all persons and associations who have requested that their names be placed on file with the Department of Commerce for the purpose of receiving notice of the proposed adoption rules.

Terese M. Ebner
TERESE M. EBNER

Subscribed and sworn to before me
this 4th day of June, 1986.

Marilyn J. Robinson
Notary Public

MARILYN J. ROBINSON
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Commission Expires Jun 18 1987

MARILYN J. ROBINSON
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Commission Expires June 18, 1987

STATE OF MINNESOTA
DEPARTMENT OF COMMERCE

| | |
|---|---|
| In the Matter of the Proposed Adoption of Uniform Conveyancing Blanks, Revising Forms 41-M and 43-M (Mortgages), 46-M and 47-M (Assignment of Mortgage), 50-M and 51-M (Satisfaction of Mortgage), 52-M and 53-M (Partial Release of Mortgage), 81-M and 82-M (Assignment of Mechanic's Lien), 83-M and 84-M (Satisfaction of Mechanic's Lien) and Creating Form 120-M (Receipt and Waiver of Mechanic's Lien), 121-M (Revocation of Power of Attorney), 122-M and 123-M (Affidavit of Initial Transferee), and 124-M (Affidavit of Authority) | ORDER FOR NOTICE OF INTENT TO ADOPT RULES WITHOUT PUBLIC HEARING |

IT IS ORDERED this 19th day of May, 1986, that Notice of Intent to Adopt Rules Without Public Hearing in the above-entitled matter be given to all persons who have registered their names with the Department of Commerce for that purpose and be published in the State Register.

MICHAEL A. HATCH
Commissioner of Commerce

8/28

I do not see any problems

RMD

SF-00006-03

STATE OF MINNESOTA

# Office Memorandum

DEPARTMENT of Commerce -
Enforcement Division

TO: RITA DEFMONT
Attorney General's Office
Administration Division

DATE: August 20, 1986

FROM: SCOTT P. BORCHERT
Staff Attorney

PHONE: 6-9431

SUBJECT: Adoption of Proposed Rules

Please review the enclosed materials pursuant to the adoption of the conveyancing forms as rules under the noncontroversial rulemaking procedure. Contact me with any questions regarding this matter.

RECEIVED
AUG 22 1986
ATTORNEY GENERAL
ADMINISTRATIVE AGENCIES

SF-00006-03

STATE OF MINNESOTA

# Office Memorandum

DEPARTMENT of Commerce - Enforcement Division

TO: SPECIAL ASSISTANT ATTORNEY GENERAL DATE: August 13, 1986

FROM: SCOTT P. BORCHERT SPB PHONE: 6-9431
Staff Attorney

SUBJECT: Adoption of Rules relating to Uniform Conveyancing Blanks

Enclosed for your review prior to admission to the Administrative Attorney General are copies of the following materials regarding the above-captioned rules.

1. Notice of Intent to Solicit Outside Opinion
2. Mailing List Certificate
3. Affidavit of Mailing Notice of Intent to Adopt Rules without Public Hearing
4. Statement of Need and Reasonableness
5. Order for Notice of Intent to Adopt Rules without Public Hearing
6. Notice of Intent to Adopt Rules without Public Hearing
7. Copy of Notice of Intent to Adopt Rules without Public Hearing and rules as published in the State Register
8. Written Comments on Rules
9. Affidavit of Mailing Notice of Submission to Attorney General
10. Original and three copies of Rule as adopted
11. Two copies of the Order Adopting Rule
12. Certificate of Compliance with Rulemaking Procedure.

? Findings of Fact?