

MINNESOTA RULES 1983

2043

FORMS FOR CONVEYANCES OF REAL ESTATE

CHAPTER 2820 DEPARTMENT OF COMMERCE FORMS FOR CONVEYANCES OF REAL ESTATE

NOTE: Pursuant to Laws of Minnesota 1983, chapter 289, section 114, this chapter of Minnesota Rules is to be administered by the commissioner of commerce.

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MINNESOTA RULES 1983

2820.0200 FORMS FOR CONVEYANCES OF REAL ESTATE

2044

WARRANTY DEEDS

2820.0200 FORM 1M: INDIVIDUAL TO INDIVIDUAL.

Form No. 1M - WARRANTY DEED
 Individual (d) to individual (d)

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

County Auditor
 by _____ Deputy

STATE DEED TAX DUE HEREON: \$ _____
 Date: _____, 19____

(reserved for recording data)

FOR VALUABLE CONSIDERATION, _____ Grantor (s),
(marital status)

hereby convey (s) and warrant (s) to _____ Grantee (s),
 real property in _____ County, Minnesota, described as follows:

(if more space is needed, continue on back)
 together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

Affix Deed Tax Stamp Here _____

STATE OF MINNESOTA }
 COUNTY OF _____ } ss.

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

NOTARIAL STAMP OR SEAL (or other title or rank) _____
 Signature of person taking acknowledgment _____
Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantee):

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Statutory Authority: MS s 507.09

MINNESOTA RULES 1983

2045

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.0300

2820.0300 FORM 2M: INDIVIDUAL TO INDIVIDUAL; ESCROW AGREEMENT.

Form No. 2-M - WARRANTY DEED, Except Assessments
Individual (s) to Individual (s)

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

_____ County Auditor
by _____ Deputy

STATE DEED TAX DUE HEREBON: \$ _____

Date: _____, 19____

(reserved for recording data)

FOR VALUABLE CONSIDERATION, _____ Grantor (s),
(inserted status)

bereby convey (s) and warrant (s) to _____ Grantee (s),
real property in _____ County, Minnesota, described as follows:

if more space is needed continue on back

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: the lien of all unpaid special assessments and interest thereon:

Affix Deed Tax Stamp Here _____

STATE OF MINNESOTA }
COUNTY OF _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 19____,
by _____, Grantor(s)

NOTARIAL STAMP OR SEAL
(or other title or rank)

Signature of person taking acknowledgment
Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantee)

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Statutory Authority: MS s 507.09

MINNESOTA RULES 1983

2820.0400 FORMS FOR CONVEYANCES OF REAL ESTATE

2046

2820.0400 FORM 3M: INDIVIDUAL TO CORPORATION OR PARTNERSHIP.

Form No. 2-32 - WARRANTY DEED
 (Individual to a Corporation or Partnership)

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

_____ County Auditor
 by _____ Deputy

STATE DEED TAX DUE HEREON: \$ _____
 Date: _____, 19____

(reserved for recording data)

FOR VALUABLE CONSIDERATION, _____, Grantor(s),
(inserted initials)
 hereby convey (s) and warrant (s) to _____, Grantee,
 a _____ under the laws of _____
 real property in _____ County, Minnesota, described as follows:

(if more space is needed, continue on back)
 together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

Affix Deed Tax Stamp Here

STATE OF MINNESOTA }
 COUNTY OF _____ } ss.

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

NOTARIAL STAMP OR SEAL
 (or other title or rank)

Signature of person taking acknowledgment
The statements for the real property described in this instrument should be sent to (include name and address of Grantee):

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Statutory Authority: MS s 507.09

MINNESOTA RULES 1983

2047

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.0500

2820.0500 FORM 4M: INDIVIDUAL TO CORPORATION OR PARTNERSHIP; ESCROW AGREEMENT.

Form No. 4-M—WARRANTY DEED, Escrow Agreement
 Individual (s) to Corporation or Partnership

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

_____ County Auditor
 by _____ Deputy

STATE DEED TAX DUE HEREON: \$ _____
 Date: _____, 19____

(reserved for recording data)

FOR VALUABLE CONSIDERATION, _____, Grantor (s),
(marital status)

hereby convey (s) and warrant (s) to _____, Grantee,
 a _____ under the laws of _____
 real property in _____ County, Minnesota, described as follows:

(if more space is needed, continue on back)

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: the
 lien of all unpaid special assessments and interest thereon:

Affix Deed Tax Stamp Here _____

STATE OF MINNESOTA }
 COUNTY OF _____ } ss.

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

NOTARIAL STAMP OR SEAL (or other title or rank) _____
 Signature of person taking acknowledgment _____
Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantee).

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Statutory Authority: MS s 507.09

MINNESOTA RULES 1983

2820.0600 FORMS FOR CONVEYANCES OF REAL ESTATE

2048

2820.0600 FORM 5M: INDIVIDUAL TO JOINT TENANTS.

Form No. 5M - WARRANTY DEED
Individual to Joint Tenants

<p>No delinquent taxes and transfer entered; Certificate of Real Estate Value () filed () not required Certificate of Real Estate Value No. _____, 19____</p> <p>_____ County Auditor</p> <p>by _____ Deputy</p>	
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STATE DEED TAX DUE HEREON: \$ _____

Date: _____, 19____

(reserved for recording data)

FOR VALUABLE CONSIDERATION, _____, Grantor(s),
(marital status)

hereby convey (s) and warrant (s) to _____ Grantees as joint tenants, real property in _____ County, Minnesota, described as follows:

(if more space is needed continue on back)

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

Affix Deed Tax Stamp Here

STATE OF MINNESOTA }
COUNTY OF _____ } ss.

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

NOTARIAL STAMP OR SEAL
(or other title or rank)

Signature of person taking acknowledgment
Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantee):

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Statutory Authority: MS s 507.09

MINNESOTA RULES 1983

2049

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.0700

2820.0700 FORM 6M: INDIVIDUAL TO JOINT TENANTS; ESCROW AGREEMENT.

Form No. 6-M-WARRANTY DEED, Escrow Agreement
Individual (1) to Joint Tenants

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

County Auditor
by _____
Deputy

STATE DEED TAX DUE HEREON: \$ _____
Date: _____, 19____

(reserved for recording data)

FOR VALUABLE CONSIDERATION, _____, Grantor(s).
(Marital status)

hereby convey (s) and warrant (s) to _____, Grantees as joint
tenants, real property in _____ County, Minnesota, described as follows:

(If more space is needed continue on back.)

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: the
lien of all unpaid special assessments and interest thereon:

Affix Deed Tax Stamp Here _____

STATE OF MINNESOTA }
COUNTY OF _____ } ss.

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

NOTARIAL STAMP OR SEAL
(or other title or rank)

Signature of person taking acknowledgment
Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantee).

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Statutory Authority: MS s 507.09

MINNESOTA RULES 1983

2820.0800 FORMS FOR CONVEYANCES OF REAL ESTATE

2050

2820.0800 FORM 7M: CORPORATION OR PARTNERSHIP TO INDIVIDUAL.

Form No 7-M - WARRANTY DEED
 Corporation or Partnership
 to individual (s)

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

County Auditor
 by _____ Deputy

STATE DEED TAX DUE HEREON: \$ _____
 Date: _____, 19____

(reserved for recording data)

FOR VALUABLE CONSIDERATION, _____
 _____, a _____ under the laws of
 _____, Grantor, hereby conveys and warrants to _____
 _____, Grantee (s),
 real property in _____ County, Minnesota, described as follows:

(if more space is needed continue on back)

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

Affix Deed Tax Stamp Here

By _____
 Its _____
 By _____
 Its _____

STATE OF MINNESOTA }
 COUNTY OF _____ } ss.

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

NOTARIAL STAMP OR SEAL
 (or other title or rank)

Signature of person taking acknowledgment
 Tax Statements for the real property described in this instrument should
 be sent to (include name and address of Grantee):

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Statutory Authority: MS s 507.09

MINNESOTA RULES 1983

2051

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.0900

2820.0900 FORM 8M: CORPORATION OR PARTNERSHIP TO INDIVIDUAL; ESCROW AGREEMENT.

Form No. 8M - WARRANTY DEED, Escrow Agreement
 Corporation or Partnership
 to Individual (s)

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

_____ County Auditor
 by _____ Deputy

STATE DEED TAX DUE HEREON: \$ _____
 Date: _____, 19____

(reserved for recording data)

FOR VALUABLE CONSIDERATION, _____
 _____, a _____ under the laws of _____,
 Grantor, hereby conveys and warrants to _____, Grantee (s),
 real property in _____ County, Minnesota, described as follows:

(If more space is needed continue on back)
 together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: the lien of all unpaid special assessments and interest thereon:

Affix Deed Tax Stamp Here _____
 By _____
 Its _____
 By _____
 Its _____

STATE OF MINNESOTA }
 COUNTY OF _____ } ss.

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

NOTARIAL STAMP OR SEAL
 (or other title or rank)

Signature of person taking acknowledgment
 Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantee):

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Statutory Authority: MS s 507.09

MINNESOTA RULES 1983

2820.1000 FORMS FOR CONVEYANCES OF REAL ESTATE

2052

2820.1000 FORM 9M: CORPORATION OR PARTNERSHIP TO CORPORATION OR PARTNERSHIP.

Form No. 9.M - WARRANTY DEED
 Corporation or Partnership to Corporation or Partnership

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

County Auditor

by _____
 _____ Deputy

STATE DEED TAX DUE HEREON: \$ _____
 Date: _____, 19____

(reserved for recording data)

FOR VALUABLE CONSIDERATION, _____, a _____ under the laws of _____, Grantor, hereby conveys and warrants to _____, Grantee, a _____ under the laws of _____, real property in _____ County, Minnesota, described as follows:

if more space is needed, continue on back.

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

Affix Deed Tax Stamp Here

By _____
 Its _____

By _____
 Its _____

STATE OF MINNESOTA }
 COUNTY OF _____ } is.

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

NOTARIAL STAMP OR SEAL (or other title or rank)

Signature of person taking acknowledgment
Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantee):

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Statutory Authority: MS s 507.09

MINNESOTA RULES 1983

2053

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.1100

2820.1100 FORM 10M: CORPORATION OR PARTNERSHIP TO CORPORATION OR PARTNERSHIP; ESCROW AGREEMENT.

Form No. 10M - WARRANTY DEED - Escrow Agreement

Corporation or Partnership to
Corporation or Partnership

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

County Auditor
by _____ Deputy

STATE DEED TAX DUE HEREON: \$ _____

Date: _____ 19 _____

(reserved for recording data)

FOR VALUABLE CONSIDERATION, _____, \$ _____ under the laws of _____, Grantor, hereby conveys and warrants to _____, Grantee, a _____ under the laws of _____, real property in _____ County, Minnesota, described as follows:

(if more space is needed, continue on back)

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: the lien of all unpaid special assessments and interest thereon:

Affix Deed Tax Stamp Here

By _____
Its _____

By _____
Its _____

STATE OF MINNESOTA }
COUNTY OF _____ } ss.

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

NOTARIAL STAMP OR SEAL
(or other title or rank)

Signature of person taking acknowledgment
The statements for the real property described in this instrument should be read to (include name and address of Grantee).

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Statutory Authority: MS s 507.09

MINNESOTA RULES 1983

2820.1200 FORMS FOR CONVEYANCES OF REAL ESTATE

2054

2820.1200 FORM 11M: CORPORATION OR PARTNERSHIP TO JOINT TENANT.

Form No. 11-M--WARRANTY DEED
 Corporation or Partnership
 to Joint Tenants

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

_____ County Auditor
 by _____ Deputy

STATE DEED TAX DUE HEREON: \$ _____
 Date: _____, 19 _____

(reserved for recording data)

FOR VALUABLE CONSIDERATION, _____
 _____, a _____ under the laws of
 _____, Grantor, hereby conveys and warrants to
 _____, Grantees
 as joint tenants, real property in _____ County, Minnesota, described as follows:

If more space is needed, continue on back.

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

Affix Deed Tax Stamp Here _____
 By _____
 Its _____
 By _____
 Its _____

STATE OF MINNESOTA }
 COUNTY OF _____ } ss.

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

NOTARIAL STAMP OR SEAL
 (or other title or rank)

Signature of person taking acknowledgment
Tax Statements for the real property described in this instrument should
 be sent to (include name and address of Grantee):

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Statutory Authority: MS s 507.09

MINNESOTA RULES 1983

2055

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.1300

2820.1300 FORM 12M: CORPORATION OR PARTNERSHIP TO JOINT TENANTS; ESCROW AGREEMENT.

Form No. 12 M - WARRANTY DEED, Escrow Agreement
 Corporation or Partnership
 to Joint Tenants

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

County Auditor
 by _____ Deputy

STATE DEED TAX DUE HEREON: \$ _____
 Date: _____, 19 _____

(reserved for recording data)

FOR VALUABLE CONSIDERATION, _____
 _____, \$ _____ under the laws of
 _____, Grantor, hereby conveys and warrants to _____
 _____, Grantees
 as joint tenants, real property in _____ County, Minnesota, described as follows:

(If more space is needed continue on back.)
 together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: the
 lien of all unpaid special assessments and interest thereon:

Affix Deed Tax Stamp Here

By _____
 Its _____

By _____
 Its _____

STATE OF MINNESOTA }
 COUNTY OF _____ } ss.

The foregoing was acknowledged before me this _____ day of _____, 19 _____,
 by _____ and _____,
 the _____ and _____
 of _____, \$ _____
 under the laws of _____, on behalf of the _____

NOTARIAL STAMP OR SEAL
 (or other title or rank)

Signature of person taking acknowledgment
 Tax Statements for the real property described in this instrument should
 be sent to (include name and address of Grantee):

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Statutory Authority: MS s 507.09

MINNESOTA RULES 1983

2057

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.2200

2820.2200 FORM 28M: INDIVIDUAL TO PARTNERSHIP OR CORPORATION.

Form No. 28-M - QUIT CLAIM DEED
Individual (s) to Corporation or Partnership

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

County Auditor
by _____ Deputy

STATE DEED TAX DUE HEREON: \$ _____
Date: _____, 19____

(reserved for recording data)

FOR VALUABLE CONSIDERATION, _____, Grantor (s),
(marital status)
hereby convey (s) and quitclaim (s) to _____, Grantee,
a _____ under the laws of _____
real property in _____ County, Minnesota, described as follows:

(if more space is needed, continue on back)

together with all hereditaments and appurtenances belonging thereto.

Affix Deed Tax Stamp Here _____

STATE OF MINNESOTA }
COUNTY OF _____ } ss.

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

NOTARIAL STAMP OR SEAL
(or other title or rank)

Signature of person taking acknowledgment
Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantee).

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Statutory Authority: MS s 507.09

MINNESOTA RULES 1983

2820.2300 FORMS FOR CONVEYANCES OF REAL ESTATE

2058

2820.2300 FORM 29M: INDIVIDUAL TO JOINT TENANTS.

Form No. 29-M - QUIT CLAIM DEED
Individual (s) to Joint Tenants

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

County Auditor
by _____ Deputy

STATE DEED TAX DUE HEREON: \$ _____
Date: _____, 19____

(reserved for recording data)

FOR VALUABLE CONSIDERATION, _____
_____, Grantor (s).
(financial status)

hereby convey (s) and quitclaim (s) to _____
_____, Grantees
as joint tenants, real property in _____ County, Minnesota, described as follows:

(If more space is needed, continue on back)
together with all hereditaments and appurtenances belonging thereto.

Affix Deed Tax Stamp Here _____

STATE OF MINNESOTA }
COUNTY OF _____ } ss.

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

NOTARIAL STAMP OR SEAL
(or other title or rank)

Signature of person taking acknowledgment
Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantee):

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Statutory Authority: MS s 507.09

MINNESOTA RULES 1983

2820.2500 FORMS FOR CONVEYANCES OF REAL ESTATE

2060

2820.2500 FORM 31M: CORPORATION OR PARTNERSHIP TO CORPORATION OR PARTNERSHIP.

Form No. 31M - QUIT CLAIM DEED
 Corporation or Partnership
 to Corporation or Partnership

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

_____ County Auditor
 by _____ Deputy

STATE DEED TAX DUE HEREON: \$ _____
 Date: _____, 19 _____

(reserved for recording data)

FOR VALLABLE CONSIDERATION, _____ a _____ under the laws of _____, Grantor, hereby conveys and quitclaims to _____, Grantee, a _____ under the laws of _____, real property in _____ County, Minnesota, described as follows:

(if more space is needed, continue on back)

together with all hereditaments and appurtenances belonging thereto.

Affix Deed Tax Stamp Here

By _____
 Its _____

By _____
 Its _____

STATE OF MINNESOTA }
 COUNTY OF _____ } ss.

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

NOTARIAL STAMP OR SEAL
 (or other title or rank)

 Signature of person taking acknowledgment

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

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Statutory Authority: MS s 507.09

MINNESOTA RULES 1983

2061

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.2600

2820.2600 FORM 32M: CORPORATION OR PARTNERSHIP TO JOINT TENANTS.

Form No. 32-M - QUIT CLAIM DEED
 * Corporation or Partnership to Joint Tenants

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

_____ County Auditor
 by _____ Deputy

STATE DEED TAX DUE HEREON: \$ _____
 Date: _____, 19____

(reserved for recording data)

FOR VALUABLE CONSIDERATION, _____ \$ _____ under the laws of _____, Grantor, hereby conveys and quitclaims to _____ Grantees as joint tenants, real property in _____ County, Minnesota, described as follows:

(if more space is needed, continue on back)

together with all hereditaments and appurtenances belonging thereto.

Affix Deed Tax Stamp Here

By _____
 Its _____

By _____
 Its _____

STATE OF MINNESOTA }
 COUNTY OF _____ } ss.

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

NOTARIAL STAMP OR SEAL (or other title or rank)

 Signature of person taking acknowledgment
Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantee):

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Statutory Authority: MS s 507.09

MINNESOTA RULES 1983

2820.3100 FORMS FOR CONVEYANCES OF REAL ESTATE

2062

MORTGAGES

2820.3100 FORM 41-1/2M: RESIDENTIAL MORTGAGE BETWEEN INDIVIDUALS.

Subpart 1. Scope. The recommended form for a residential mortgage between individuals is contained in subpart 2.

Subp. 2. Form.

RESIDENTIAL MORTGAGE Form No. 41 1/2 - M Miller-Davis Co., Minneapolis

Permitted to Minn. Stat. Sec. 47.20 (1981) Individual to Individual

Minnesota Uniform Conveyancing Blanks (1981)

(reserved for mortgage registry tax payment data)

(reserved for recording data)

MORTGAGE REGISTRY TAX DUE HEREON:

\$ _____

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

between _____

(Marital Status)

Mortgagor (whether one or more),

and _____

Mortgagee (whether one or more),

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

DOLLARS,

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

and State of Minnesota, described as follows:

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

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

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

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

AND THE MORTGAGOR covenants with the Mortgagee as follows:

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

at all times while any amount remains unpaid under this Mortgage. If any of the buildings, improvements or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Mortgagor shall procure and maintain flood insurance in amounts reasonably satisfactory to the Mortgagee. Each insurance policy shall contain a loss

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

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

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

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

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

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

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

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

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

MORTGAGOR

State of Minnesota

County of _____

} ss.

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

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

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

Statutory Authority: MS s 507.09

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2820.3200 FORMS FOR CONVEYANCES OF REAL ESTATE

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2820.3200 FORM 42-1/2M: RESIDENTIAL MORTGAGE FROM INDIVIDUAL TO A CORPORATION OR PARTNERSHIP.

Subpart 1. Scope. The recommended form for a residential mortgage from an individual as mortgagor to a corporation or partnership as mortgagee is contained in subpart 2.

Subp. 2. Form.

RESIDENTIAL MORTGAGE

Pursuant to Minn. Stat. Sec. 17.20 (1981), Individual to Corporation or Partnership Form No. 42 1/2-M Miller-Davis Co., Minneapolis Minnesota Uniform Conveyancing Blanks (1981)

(reserved for mortgage registry tax payment data)

(reserved for recording data)

MORTGAGE REGISTRY TAX DUE HEREON: \$

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MORTGAGOR

State of Minnesota }
County of _____ } ss.

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

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

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

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2820.4100 FORMS FOR CONVEYANCES OF REAL ESTATE

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CONTRACTS FOR DEED

2820.4100 FORM 54M: CONTRACT FOR DEED WITH INDIVIDUAL SELLER.

Subpart 1. Scope. The recommended form for a contract for deed when there is an individual seller is contained in subpart 2.

Subp. 2. Form.

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

Individual Seller

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

County Auditor

By _____
Deputy

(reserved for mortgage registry tax payment data)

(reserved for recording data)

MORTGAGE REGISTRY TAX DUE HEREON:

\$ _____

Date: _____, 19____

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

(marital status)

Seller (whether one or more), and _____

_____, Purchaser (whether one or more).

Seller and Purchaser agree to the following terms:

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

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

2. TITLE. Seller warrants that title to the Property is, on the date of this contract, subject only to the following exceptions:

- (a) Covenants, conditions, restrictions, declarations and easements of record, if any;
- (b) Reservations of minerals or mineral rights by the State of Minnesota, if any;
- (c) Building, zoning and subdivision laws and regulations;
- (d) The lien of real estate taxes and installments of special assessments which are payable by Purchaser pursuant to paragraph 6 of this contract; and
- (e) The following liens or encumbrances:

3. DELIVERY OF DEED AND EVIDENCE OF TITLE. Upon Purchaser's prompt and full performance of this contract, Seller shall:

- (a) Execute, acknowledge and deliver to Purchaser a _____ Deed, in recordable form, conveying marketable title to the Property to Purchaser, subject only to the following exceptions:
 - (i) Those exceptions referred to in paragraph 2(a), (b), (c) and (d) of this contract;
 - (ii) Liens, encumbrances, adverse claims or other matters which Purchaser has created, suffered or permitted to accrue after the date of this contract; and

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(iii) The following liens or encumbrances:

; and

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

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

5. **PREPAYMENT.** Unless otherwise provided in this contract, Purchaser shall have the right to fully or partially prepay this contract at any time without penalty. Any partial prepayment shall be applied first to payment of amounts then due under this contract, including unpaid accrued interest, and the balance shall be applied to the principal installments to be paid in the inverse order of their maturity. Partial prepayment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments.
6. **REAL ESTATE TAXES AND ASSESSMENTS.** Purchaser shall pay, before penalty accrues, all real estate taxes and installments of special assessments assessed against the Property which are due and payable in the year 19____ and in all subsequent years. Real estate taxes and installments of special assessments which are due and payable in the year in which this contract is dated shall be paid as follows:

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

7. **PROPERTY INSURANCE.**
- (a) **INSURED RISKS AND AMOUNT.** Purchaser shall keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, extended coverage perils, vandalism, malicious mischief and, if applicable, steam boiler explosion for at least the amount of _____.
- If any of the buildings, improvements or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Purchaser shall procure and maintain flood insurance in amounts reasonably satisfactory to Seller.
- (b) **OTHER TERMS.** The insurance policy shall contain a loss payable clause in favor of Seller which provides that Seller's right to recover under the insurance shall not be impaired by any acts or omissions of Purchaser or Seller, and that Seller shall otherwise be afforded all rights and privileges customarily provided a mortgagee under the so-called standard mortgage clause.
- (c) **NOTICE OF DAMAGE.** In the event of damage to the Property by fire or other casualty, Purchaser shall promptly give notice of such damage to Seller and the insurance company.
8. **DAMAGE TO THE PROPERTY.**
- (a) **APPLICATION OF INSURANCE PROCEEDS.** If the Property is damaged by fire or other casualty, the insurance proceeds paid on account of such damage shall be applied to payment of the amounts payable by Purchaser under this contract, even if such amounts are not then due to be paid, unless Purchaser makes a permitted election described in the next paragraph. Such amounts shall be first applied to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance of insurance proceeds, if any, shall be the property of Purchaser.

- (b) **PURCHASER'S ELECTION TO REBUILD.** If Purchaser is not in default under this contract, or after curing any such default, and if the mortgagees in any prior mortgages and sellers in any prior contracts for deed do not require otherwise, Purchaser may elect to have that portion of such insurance proceeds necessary to repair, replace or restore the damaged Property (the repair work) deposited in escrow with a bank or title insurance company qualified to do business in the State of Minnesota, or such other party as may be mutually agreeable to Seller and Purchaser. The election may only be made by written notice to Seller within sixty days after the damage occurs. Also, the election will only be permitted if the plans and specifications and contracts for the repair work are approved by Seller, which approval Seller shall not unreasonably withhold or delay. If such a permitted election is made by Purchaser, Seller and Purchaser shall jointly deposit, when paid, such insurance proceeds into such escrow. If such insurance proceeds are insufficient for the repair work, Purchaser shall, before the commencement of the repair work, deposit into such escrow sufficient additional money to insure the full payment for the repair work. Even if the insurance proceeds are unavailable or are insufficient to pay the cost of the repair work, Purchaser shall at all times be responsible to pay the full cost of the repair work. All escrowed funds shall be disbursed by the escrowee in accordance with generally accepted sound construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be deposited by Purchaser into such escrow before the commencement of the repair work. Purchaser shall complete the repair work as soon as reasonably possible and in a good and workmanlike manner, and in any event the repair work shall be completed by Purchaser within one year after the damage occurs. If, following the completion of and payment for the repair work, there remain any undisbursed escrow funds, such funds shall be applied to payment of the amounts payable by Purchaser under this contract in accordance with paragraph 8 (a) above.
9. **INJURY OR DAMAGE OCCURRING ON THE PROPERTY.**
- (a) **LIABILITY.** Seller shall be free from liability and claims for damages by reason of injuries occurring on or after the date of this contract to any person or persons or property while on or about the Property. Purchaser shall defend and indemnify Seller from all liability, loss, costs and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries. However, Purchaser shall have no liability or obligation to Seller for such injuries which are caused by the negligence or intentional wrongful acts or omissions of Seller.
- (b) **LIABILITY INSURANCE.** Purchaser shall, at Purchaser's own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the Property in amounts reasonably satisfactory to Seller and naming Seller as an additional insured.
10. **INSURANCE, GENERALLY.** The insurance which Purchaser is required to procure and maintain pursuant to paragraphs 7 and 9 of this contract shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to Seller. The insurance shall be maintained by Purchaser at all times while any amount remains unpaid under this contract. The insurance policies shall provide for not less than ten days written notice to Seller before cancellation, non-renewal, termination or change in coverage, and Purchaser shall deliver to Seller a duplicate original or certificate of such insurance policy or policies.
11. **CONDEMNATION.** If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchaser under this contract, even if such amounts are not then due to be paid. Such amounts shall be applied first to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance, if any, shall be the property of Purchaser.
12. **WASTE, REPAIR AND LIENS.** Purchaser shall not remove or demolish any buildings, improvements or fixtures now or later located on or a part of the Property, nor shall Purchaser commit or allow waste of the Property. Purchaser shall maintain the Property in good condition and repair. Purchaser shall not create or permit to accrue liens or adverse claims against the Property which constitute a lien or claim against Seller's interest in the Property. Purchaser shall pay to Seller all amounts, costs and expenses, including reasonable attorneys' fees, incurred by Seller to remove any such liens or adverse claims.
13. **DEED AND MORTGAGE REGISTRY TAXES.** Seller shall, upon Purchaser's full performance of this contract, pay the deed tax due upon the recording or filing of the deed to be delivered by Seller to Purchaser. The mortgage registry tax due upon the recording or filing of this contract shall be paid by the party who records or files this contract; however, this provision shall not impair the right of Seller to collect from Purchaser the amount of such tax actually paid by Seller as provided in the applicable law governing default and service of notice of termination of this contract.
14. **NOTICE OF ASSIGNMENT.** If either Seller or Purchaser assigns their interest in the Property, a copy of such assignment shall promptly be furnished to the non-assigning party.
15. **PROTECTION OF INTERESTS.** If Purchaser fails to pay any sum of money required under the terms of this contract or fails to perform any of Purchaser's obligations as set forth in this contract, Seller may, at Seller's option, pay the same or cause the same to be performed, or both, and the amounts so paid by Seller and the cost of such performance shall be payable at once, with interest at the rate stated in paragraph 4 of this contract, as an additional amount due Seller under this contract. If there now exists, or if Seller hereafter creates, suffers or permits to accrue, any mortgage, contract for deed, lien or encumbrance against the Property which is not herein expressly assumed by Purchaser, and provided Purchaser is not in default under this contract, Seller shall timely pay all amounts due thereon, and if Seller fails to do so, Purchaser may, at Purchaser's option, pay any such delinquent amounts and deduct the amounts paid from the installment(s) next coming due under this contract.
16. **DEFAULT.** The time of performance by Purchaser of the terms of this contract is an essential part of this contract. Should Purchaser fail to timely perform any of the terms of this contract, Seller may, at Seller's option, elect to declare this contract cancelled and terminated by notice to Purchaser in accordance with applicable law. All right, title and interest acquired under this contract by Purchaser shall then cease and terminate, and all improvements made upon the Property and all payments made by Purchaser pursuant to this contract shall belong to Seller as liquidated damages for breach of this contract. Neither the extension of the time for payment of any sum of money to be paid hereunder nor any waiver by Seller of Seller's rights to declare this contract forfeited by reason of any breach shall in any manner affect Seller's right to cancel this contract because of defaults subsequently occurring, and no extension of time shall be valid unless agreed to in writing. After service of notice of default and failure to cure such default within the period allowed by law, Purchaser shall, upon demand, surrender possession of the Property to Seller, but Purchaser shall be entitled to possession of the Property until the expiration of such period.
17. **BINDING EFFECT.** The terms of this contract shall run with the land and bind the parties hereto and their successors in interest.

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

19. ASSESSMENTS BY OWNERS' ASSOCIATION. If the Property is subject to a recorded declaration providing for assessments to be levied against the Property by any owners' association, which assessments may become a lien against the Property if not paid, then:

- (a) Purchaser shall promptly pay, when due, all assessments imposed by the owners' association or other governing body as required by the provisions of the declaration or other related documents; and
- (b) So long as the owners' association maintains a master or blanket policy of insurance against fire, extended coverage perils and such other hazards and in such amounts as are required by this contract, then:
 - (i) Purchaser's obligation in this contract to maintain hazard insurance coverage on the Property is satisfied; and
 - (ii) The provisions in paragraph 8 of this contract regarding application of insurance proceeds shall be superceded by the provisions of the declaration or other related documents; and
 - (iii) In the event of a distribution of insurance proceeds in lieu of restoration or repair following an insured casualty loss to the Property, any such proceeds payable to Purchaser are hereby assigned and shall be paid to Seller for application to the sum secured by this contract, with the excess, if any, paid to Purchaser.

20. ADDITIONAL TERMS:

SELLER(S)

PURCHASER(S)

State of Minnesota

County of _____

} ss.

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

NOTARIAL STAMP OR SEAL OR OTHER TITLE OR RANK

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

State of Minnesota

County of _____

} ss.

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

NOTARIAL STAMP OR SEAL OR OTHER TITLE OR RANK

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

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

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

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

Statutory Authority: MS s 507.09

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2820.4200 FORM 55M: CONTRACT FOR DEED WITH JOINT TENANTS AS PURCHASERS.

Subpart 1. Scope. The recommended form for a contract for deed when the purchasers are joint tenants is contained in subpart 2.

Subp. 2. Form.

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

No delinquent taxes and transfer entered; Certificate of Real Estate Value () filed () not required, 19____. County Auditor. By _____ Deputy. (reserved for mortgage registry tax payment data)

(reserved for recording data)

MORTGAGE REGISTRY TAX DUE HEREON: \$_____. Date: _____, 19____.

THIS CONTRACT FOR DEED is made on the above date by _____ (marital status)

Seller (whether one or more), and _____, Purchasers, as joint tenants.

Seller and Purchasers agree to the following terms:

- 1. PROPERTY DESCRIPTION. Seller hereby sells, and Purchasers hereby buy, real property in _____ County, Minnesota, described as follows: together with all hereditaments and appurtenances belonging thereto (the Property). 2. TITLE. Seller warrants that title to the Property is, on the date of this contract, subject only to the following exceptions: (a) Covenants, conditions, restrictions, declarations and easements of record, if any; (b) Reservations of minerals or mineral rights by the State of Minnesota, if any; (c) Building, zoning and subdivision laws and regulations; (d) The lien of real estate taxes and installments of special assessments which are payable by Purchasers pursuant to paragraph 6 of this contract; and (e) The following liens or encumbrances: 3. DELIVERY OF DEED AND EVIDENCE OF TITLE. Upon Purchasers' prompt and full performance of this contract, Seller shall: (a) Execute, acknowledge and deliver to Purchasers a _____ Deed, in recordable form, conveying marketable title to the Property to Purchasers, subject only to the following exceptions: (i) Those exceptions referred to in paragraph 2(a), (b), (c) and (d) of this contract; (ii) Liens, encumbrances, adverse claims or other matters which Purchasers have created, suffered or permitted to accrue after the date of this contract; and

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(iii) The following liens or encumbrances:

; and

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

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

5. PREPAYMENT. Unless otherwise provided in this contract, Purchasers shall have the right to fully or partially prepay this contract at any time without penalty. Any partial prepayment shall be applied first to payment of amounts then due under this contract, including unpaid accrued interest, and the balance shall be applied to the principal installments to be paid in the inverse order of their maturity. Partial prepayment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments.
6. REAL ESTATE TAXES AND ASSESSMENTS. Purchasers shall pay, before penalty accrues, all real estate taxes and installments of special assessments assessed against the Property which are due and payable in the year 19__ and in all subsequent years. Real estate taxes and installments of special assessments which are due and payable in the year in which this contract is dated shall be paid as follows:

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

7. PROPERTY INSURANCE.

- (a) INSURED RISKS AND AMOUNT. Purchasers shall keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, extended coverage perils, vandalism, malicious mischief and, if applicable, steam boiler explosion for at least the amount of _____. If any of the buildings, improvements or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Purchasers shall procure and maintain flood insurance in amounts reasonably satisfactory to Seller.
- (b) OTHER TERMS. The insurance policy shall contain a loss payable clause in favor of Seller which provides that Seller's right to recover under the insurance shall not be impaired by any acts or omissions of Purchasers or Seller, and that Seller shall otherwise be afforded all rights and privileges customarily provided a mortgagee under the so-called standard mortgage clause.
- (c) NOTICE OF DAMAGE. In the event of damage to the Property by fire or other casualty, Purchasers shall promptly give notice of such damage to Seller and the insurance company.
8. DAMAGE TO THE PROPERTY.
- (a) APPLICATION OF INSURANCE PROCEEDS. If the Property is damaged by fire or other casualty, the insurance proceeds paid on account of such damage shall be applied to payment of the amounts payable by Purchasers under this contract, even if such amounts are not then due to be paid, unless Purchasers make a permitted election described in the next paragraph. Such amounts shall be first applied to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance of insurance proceeds, if any, shall be the property of Purchasers.

- (b) **PURCHASERS' ELECTION TO REBUILD.** If Purchasers are not in default under this contract, or after curing any such default, and if the mortgagees in any prior mortgages and sellers in any prior contracts for deed do not require otherwise, Purchasers may elect to have that portion of such insurance proceeds necessary to repair, replace or restore the damaged Property (the repair work) deposited in escrow with a bank or title insurance company qualified to do business in the State of Minnesota, or such other party as may be mutually agreeable to Seller and Purchasers. The election may only be made by written notice to Seller within sixty days after the damage occurs. Also, the election will only be permitted if the plans and specifications and contracts for the repair work are approved by Seller, which approval Seller shall not unreasonably withhold or delay. If such a permitted election is made by Purchasers, Seller and Purchasers shall jointly deposit, when paid, such insurance proceeds into such escrow. If such insurance proceeds are insufficient for the repair work, Purchasers shall, before the commencement of the repair work, deposit into such escrow sufficient additional money to insure the full payment for the repair work. Even if the insurance proceeds are unavailable or are insufficient to pay the cost of the repair work, Purchasers shall at all times be responsible to pay the full cost of the repair work. All escrowed funds shall be disbursed by the escrowee in accordance with generally accepted sound construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be deposited by Purchasers into such escrow before the commencement of the repair work. Purchasers shall complete the repair work as soon as reasonably possible and in a good and workmanlike manner, and in any event the repair work shall be completed by Purchasers within one year after the damage occurs. If, following the completion of and payment for the repair work, there remain any undisbursed escrow funds, such funds shall be applied to payment of the amounts payable by Purchasers under this contract in accordance with paragraph 8 (a) above.
9. **INJURY OR DAMAGE OCCURRING ON THE PROPERTY.**
- (a) **LIABILITY.** Seller shall be free from liability and claims for damages by reason of injuries occurring on or after the date of this contract to any person or persons or property while on or about the Property. Purchasers shall defend and indemnify Seller from all liability, loss, costs and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries. However, Purchasers shall have no liability or obligation to Seller for such injuries which are caused by the negligence or intentional wrongful acts or omissions of Seller.
- (b) **LIABILITY INSURANCE.** Purchasers shall, at their own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the Property in amounts reasonably satisfactory to Seller and naming Seller as an additional insured.
10. **INSURANCE, GENERALLY.** The insurance which Purchasers are required to procure and maintain pursuant to paragraphs 7 and 9 of this contract shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to Seller. The insurance shall be maintained by Purchasers at all times while any amount remains unpaid under this contract. The insurance policies shall provide for not less than ten days written notice to Seller before cancellation, non-renewal, termination or change in coverage, and Purchasers shall deliver to Seller a duplicate original or certificate of such insurance policy or policies.
11. **CONDEMNATION.** If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchasers under this contract, even if such amounts are not then due to be paid. Such amounts shall be applied first to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance, if any, shall be the property of Purchasers.
12. **WASTE, REPAIR AND LIENS.** Purchasers shall not remove or demolish any buildings, improvements or fixtures now or later located on or a part of the Property, nor shall Purchasers commit or allow waste of the Property. Purchasers shall maintain the Property in good condition and repair. Purchasers shall not create or permit to accrue liens or adverse claims against the Property which constitute a lien or claim against Seller's interest in the Property. Purchasers shall pay to Seller all amounts, costs and expenses, including reasonable attorneys' fees, incurred by Seller to remove any such liens or adverse claims.
13. **DEED AND MORTGAGE REGISTRY TAXES.** Seller shall, upon Purchasers' full performance of this contract, pay the deed tax due upon the recording or filing of the deed to be delivered by Seller to Purchasers. The mortgage registry tax due upon the recording or filing of this contract shall be paid by the party who records or files this contract; however, this provision shall not impair the right of Seller to collect from Purchasers the amount of such tax actually paid by Seller as provided in the applicable law governing default and service of notice of termination of this contract.
14. **NOTICE OF ASSIGNMENT.** If either Seller or Purchasers assign their interest in the Property, a copy of such assignment shall promptly be furnished to the non-assigning party.
15. **PROTECTION OF INTERESTS.** If Purchasers fail to pay any sum of money required under the terms of this contract or fail to perform any of their obligations as set forth in this contract, Seller may, at Seller's option, pay the same or cause the same to be performed, or both, and the amounts so paid by Seller and the cost of such performance shall be payable at once, with interest at the rate stated in paragraph 4 of this contract, as an additional amount due Seller under this contract. If there now exists, or if Seller hereafter creates, suffers or permits to accrue, any mortgage, contract for deed, lien or encumbrance against the Property which is not herein expressly assumed by Purchasers, and provided Purchasers are not in default under this contract, Seller shall timely pay all amounts due thereon, and if Seller fails to do so, Purchasers may, at their option, pay any such delinquent amounts and deduct the amounts paid from the installment(s) next coming due under this contract.
16. **DEFAULT.** The time of performance by Purchasers of the terms of this contract is an essential part of this contract. Should Purchasers fail to timely perform any of the terms of this contract, Seller may, at Seller's option, elect to declare this contract cancelled and terminated by notice to Purchasers in accordance with applicable law. All right, title and interest acquired under this contract by Purchasers shall then cease and terminate, and all improvements made upon the Property and all payments made by Purchasers pursuant to this contract shall belong to Seller as liquidated damages for breach of this contract. Neither the extension of the time for payment of any sum of money to be paid hereunder nor any waiver by Seller of Seller's rights to declare this contract forfeited by reason of any breach shall in any manner affect Seller's right to cancel this contract because of defaults subsequently occurring, and no extension of time shall be valid unless agreed to in writing. After service of notice of default and failure to cure such default within the period allowed by law, Purchasers shall, upon demand, surrender possession of the Property to Seller, but Purchasers shall be entitled to possession of the Property until the expiration of such period.
17. **BINDING EFFECT.** The terms of this contract shall run with the land and bind the parties hereto and their successors in interest.

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

19. ASSESSMENTS BY OWNERS' ASSOCIATION. If the Property is subject to a recorded declaration providing for assessments to be levied against the Property by any owners' association, which assessments may become a lien against the Property if not paid, then:

- (a) Purchasers shall promptly pay, when due, all assessments imposed by the owners' association or other governing body as required by the provisions of the declaration or other related documents; and
- (b) So long as the owners' association maintains a master or blanket policy of insurance against fire, extended coverage perils and such other hazards and in such amounts as are required by this contract, then:
 - (i) Purchasers' obligation in this contract to maintain hazard insurance coverage on the Property is satisfied; and
 - (ii) The provisions in paragraph 8 of this contract regarding application of insurance proceeds shall be superceded by the provisions of the declaration or other related documents; and
 - (iii) In the event of a distribution of insurance proceeds in lieu of restoration or repair following an insured casualty loss to the Property, any such proceeds payable to Purchasers are hereby assigned and shall be paid to Seller for application to the sum secured by this contract, with the excess, if any, paid to Purchasers.

20. ADDITIONAL TERMS:

SELLER

PURCHASERS

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 _____

NOTARIAL STAMP OR SEAL, OR OTHER TITLE OR NAME

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

State of Minnesota

County of _____

} ss.

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

NOTARIAL STAMP OR SEAL, OR OTHER TITLE OR NAME

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

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

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

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

Statutory Authority: the MS is 07.09 Minutes, State of Minnesota. All Rights Reserved.

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2820.4300 FORM 56M: CONTRACT FOR DEED FROM A CORPORATION OR PARTNERSHIP SELLER.

Subpart 1. Scope. The recommended form for a contract for deed when there is a corporation or partnership seller is contained in subpart 2.

Subp. 2. Form.

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

No delinquent taxes and transfer entered; Certificate of Real Estate Value () filed () not required, 19... County Auditor By Deputy (reserved for mortgage registry tax payment data)

(reserved for recording data)

MORTGAGE REGISTRY TAX DUE HEREON:

\$

Date: , 19

THIS CONTRACT FOR DEED is made on the above date by Seller, and Purchaser (whether one or more).

Seller and Purchaser agree to the following terms:

- 1. PROPERTY DESCRIPTION. Seller hereby sells, and Purchaser hereby buys, real property in County, Minnesota, described as follows: together with all hereditaments and appurtenances belonging thereto (the Property). 2. TITLE. Seller warrants that title to the Property is, on the date of this contract, subject only to the following exceptions: (a) Covenants, conditions, restrictions, declarations and easements of record, if any; (b) Reservations of minerals or mineral rights by the State of Minnesota, if any; (c) Building, zoning and subdivision laws and regulations; (d) The lien of real estate taxes and installments of special assessments which are payable by Purchaser pursuant to paragraph 6 of this contract; and (e) The following liens or encumbrances: 3. DELIVERY OF DEED AND EVIDENCE OF TITLE. Upon Purchaser's prompt and full performance of this contract, Seller shall: (a) Execute, acknowledge and deliver to Purchaser a Deed, in recordable form, conveying marketable title to the Property to Purchaser, subject only to the following exceptions: (i) Those exceptions referred to in paragraph 2(a), (b), (c) and (d) of this contract; (ii) Liens, encumbrances, adverse claims or other matters which Purchaser has created, suffered or permitted to accrue after the date of this contract; and

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(iii) The following liens or encumbrances:

: and

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

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

5. **PREPAYMENT.** Unless otherwise provided in this contract, Purchaser shall have the right to fully or partially prepay this contract at any time without penalty. Any partial prepayment shall be applied first to payment of amounts then due under this contract, including unpaid accrued interest, and the balance shall be applied to the principal installments to be paid in the inverse order of their maturity. Partial prepayment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments.
6. **REAL ESTATE TAXES AND ASSESSMENTS.** Purchaser shall pay, before penalty accrues, all real estate taxes and installments of special assessments assessed against the Property which are due and payable in the year 19____ and in all subsequent years. Real estate taxes and installments of special assessments which are due and payable in the year in which this contract is dated shall be paid as follows:

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

7. **PROPERTY INSURANCE.**
 - (a) **INSURED RISKS AND AMOUNT.** Purchaser shall keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, extended coverage perils, vandalism, malicious mischief and, if applicable, steam boiler explosion for at least the amount of _____.
If any of the buildings, improvements or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Purchaser shall procure and maintain flood insurance in amounts reasonably satisfactory to Seller.
 - (b) **OTHER TERMS.** The insurance policy shall contain a loss payable clause in favor of Seller which provides that Seller's right to recover under the insurance shall not be impaired by any acts or omissions of Purchaser or Seller, and that Seller shall otherwise be afforded all rights and privileges customarily provided a mortgagee under the so-called standard mortgage clause.
 - (c) **NOTICE OF DAMAGE.** In the event of damage to the Property by fire or other casualty, Purchaser shall promptly give notice of such damage to Seller and the insurance company.
8. **DAMAGE TO THE PROPERTY.**
 - (a) **APPLICATION OF INSURANCE PROCEEDS.** If the Property is damaged by fire or other casualty, the insurance proceeds paid on account of such damage shall be applied to payment of the amounts payable by Purchaser under this contract, even if such amounts are not then due to be paid, unless Purchaser makes a permitted election described in the next paragraph. Such amounts shall be first applied to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance of insurance proceeds, if any, shall be the property of Purchaser.

- (b) **PURCHASER'S ELECTION TO REBUILD.** If Purchaser is not in default under this contract, or after curing any such default, and if the mortgagees in any prior mortgages and sellers in any prior contracts for deed do not require otherwise, Purchaser may elect to have that portion of such insurance proceeds necessary to repair, replace or restore the damaged Property (the repair work) deposited in escrow with a bank or title insurance company qualified to do business in the State of Minnesota, or such other party as may be mutually agreeable to Seller and Purchaser. The election may only be made by written notice to Seller within sixty days after the damage occurs. Also, the election will only be permitted if the plans and specifications and contracts for the repair work are approved by Seller, which approval Seller shall not unreasonably withhold or delay. If such a permitted election is made by Purchaser, Seller and Purchaser shall jointly deposit, when paid, such insurance proceeds into such escrow. If such insurance proceeds are insufficient for the repair work, Purchaser shall, before the commencement of the repair work, deposit into such escrow sufficient additional money to insure the full payment for the repair work. Even if the insurance proceeds are unavailable or are insufficient to pay the cost of the repair work, Purchaser shall at all times be responsible to pay the full cost of the repair work. All escrowed funds shall be disbursed by the escrowee in accordance with generally accepted sound construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be deposited by Purchaser into such escrow before the commencement of the repair work. Purchaser shall complete the repair work as soon as reasonably possible and in a good and workmanlike manner, and in any event the repair work shall be completed by Purchaser within one year after the damage occurs. If, following the completion of and payment for the repair work, there remain any undisbursed escrow funds, such funds shall be applied to payment of the amounts payable by Purchaser under this contract in accordance with paragraph 8 (a) above.
9. **INJURY OR DAMAGE OCCURRING ON THE PROPERTY.**
- (a) **LIABILITY.** Seller shall be free from liability and claims for damages by reason of injuries occurring on or after the date of this contract to any person or persons or property while on or about the Property. Purchaser shall defend and indemnify Seller from all liability, loss, costs and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries. However, Purchaser shall have no liability or obligation to Seller for such injuries which are caused by the negligence or intentional wrongful acts or omissions of Seller.
- (b) **LIABILITY INSURANCE.** Purchaser shall, at Purchaser's own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the Property in amounts reasonably satisfactory to Seller and naming Seller as an additional insured.
10. **INSURANCE, GENERALLY.** The insurance which Purchaser is required to procure and maintain pursuant to paragraphs 7 and 9 of this contract shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to Seller. The insurance shall be maintained by Purchaser at all times while any amount remains unpaid under this contract. The insurance policies shall provide for not less than ten days written notice to Seller before cancellation, non-renewal, termination or change in coverage, and Purchaser shall deliver to Seller a duplicate original or certificate of such insurance policy or policies.
11. **CONDEMNATION.** If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchaser under this contract, even if such amounts are not then due to be paid. Such amounts shall be applied first to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance, if any, shall be the property of Purchaser.
12. **WASTE, REPAIR AND LIENS.** Purchaser shall not remove or demolish any buildings, improvements or fixtures now or later located on or a part of the Property, nor shall Purchaser commit or allow waste of the Property. Purchaser shall maintain the Property in good condition and repair. Purchaser shall not create or permit to accrue liens or adverse claims against the Property which constitute a lien or claim against Seller's interest in the Property. Purchaser shall pay to Seller all amounts, costs and expenses, including reasonable attorneys' fees, incurred by Seller to remove any such liens or adverse claims.
13. **DEED AND MORTGAGE REGISTRY TAXES.** Seller shall, upon Purchaser's full performance of this contract, pay the deed tax due upon the recording or filing of the deed to be delivered by Seller to Purchaser. The mortgage registry tax due upon the recording or filing of this contract shall be paid by the party who records or files this contract; however, this provision shall not impair the right of Seller to collect from Purchaser the amount of such tax actually paid by Seller as provided in the applicable law governing default and service of notice of termination of this contract.
14. **NOTICE OF ASSIGNMENT.** If either Seller or Purchaser assigns their interest in the Property, a copy of such assignment shall promptly be furnished to the non-assigning party.
15. **PROTECTION OF INTERESTS.** If Purchaser fails to pay any sum of money required under the terms of this contract or fails to perform any of Purchaser's obligations as set forth in this contract, Seller may, at Seller's option, pay the same or cause the same to be performed, or both, and the amounts so paid by Seller and the cost of such performance shall be payable at once, with interest at the rate stated in paragraph 4 of this contract, as an additional amount due Seller under this contract. If there now exists, or if Seller hereafter creates, suffers or permits to accrue, any mortgage, contract for deed, lien or encumbrance against the Property which is not herein expressly assumed by Purchaser, and provided Purchaser is not in default under this contract, Seller shall timely pay all amounts due thereon, and if Seller fails to do so, Purchaser may, at Purchaser's option, pay any such delinquent amounts and deduct the amounts paid from the installment(s) next coming due under this contract.
16. **DEFAULT.** The time of performance by Purchaser of the terms of this contract is an essential part of this contract. Should Purchaser fail to timely perform any of the terms of this contract, Seller may, at Seller's option, elect to declare this contract cancelled and terminated by notice to Purchaser in accordance with applicable law. All right, title and interest acquired under this contract by Purchaser shall then cease and terminate, and all improvements made upon the Property and all payments made by Purchaser pursuant to this contract shall belong to Seller as liquidated damages for breach of this contract. Neither the extension of the time for payment of any sum of money to be paid hereunder nor any waiver by Seller of Seller's rights to declare this contract forfeited by reason of any breach shall in any manner affect Seller's right to cancel this contract because of defaults subsequently occurring, and no extension of time shall be valid unless agreed to in writing. After service of notice of default and failure to cure such default within the period allowed by law, Purchaser shall, upon demand, surrender possession of the Property to Seller, but Purchaser shall be entitled to possession of the Property until the expiration of such period.
17. **BINDING EFFECT.** The terms of this contract shall run with the land and bind the parties hereto and their successors in interest.

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

19. ASSESSMENTS BY OWNERS' ASSOCIATION. If the Property is subject to a recorded declaration providing for assessments to be levied against the Property by any owners' association, which assessments may become a lien against the Property if not paid, then:

- (a) Purchaser shall promptly pay, when due, all assessments imposed by the owners' association or other governing body as required by the provisions of the declaration or other related documents; and
(b) So long as the owners' association maintains a master or blanket policy of insurance against fire, extended coverage perils and such other hazards and in such amounts as are required by this contract, then:
(i) Purchaser's obligation in this contract to maintain hazard insurance coverage on the Property is satisfied; and
(ii) The provisions in paragraph 8 of this contract regarding application of insurance proceeds shall be superceded by the provisions of the declaration or other related documents; and
(iii) In the event of a distribution of insurance proceeds in lieu of restoration or repair following an insured casualty loss to the Property, any such proceeds payable to Purchaser are hereby assigned and shall be paid to Seller for application to the sum secured by this contract, with the excess, if any, paid to Purchaser.

20. ADDITIONAL TERMS:

SELLER

PURCHASER(S)

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 _____.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

State of Minnesota

County of _____

} ss.

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

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

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

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

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

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2820.4400 FORMS FOR CONVEYANCES OF REAL ESTATE

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2820.4400 FORM 57M: CONTRACT FOR DEED FROM A CORPORATION OR PARTNERSHIP TO JOINT TENANTS.

Subpart 1. Scope. The recommended form for a contract for deed from a corporation or partnership to joint tenants is contained in subpart 2.

Subp. 2. Form.

CONTRACT FOR DEED Form No. 57-M Minnesota Uniform Conveyance Blanks (1979) Miller-Davis Co., Minneapolis Corporation or Partnership to Joint Tenants

No delinquent taxes and transfer entered; Certificate of Real Estate Value () filed () not required, 19... County Auditor By Deputy (reserved for mortgage registry tax payment data)

(reserved for recording data)

MORTGAGE REGISTRY TAX DUE HEREON:

\$

Date: , 19

THIS CONTRACT FOR DEED is made on the above date by Seller, and Purchasers, as joint tenants.

Seller and Purchasers agree to the following terms:

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

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

2. TITLE. Seller warrants that title to the Property is, on the date of this contract, subject only to the following exceptions:

- (a) Covenants, conditions, restrictions, declarations and easements of record, if any; (b) Reservations of minerals or mineral rights by the State of Minnesota, if any; (c) Building, zoning and subdivision laws and regulations; (d) The lien of real estate taxes and installments of special assessments which are payable by Purchasers pursuant to paragraph 6 of this contract; and (e) The following liens or encumbrances:

3. DELIVERY OF DEED AND EVIDENCE OF TITLE. Upon Purchasers' prompt and full performance of this contract, Seller shall:

- (a) Execute, acknowledge and deliver to Purchasers a Deed, in recordable form, conveying marketable title to the Property to Purchasers, subject only to the following exceptions: (i) Those exceptions referred to in paragraph 2(a), (b), (c) and (d) of this contract; (ii) Liens, encumbrances, adverse claims or other matters which Purchasers have created, suffered or permitted to accrue after the date of this contract; and

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(iii) *The following liens or encumbrances:*

; and

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

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

5. **PREPAYMENT.** Unless otherwise provided in this contract, Purchasers shall have the right to fully or partially prepay this contract at any time without penalty. Any partial prepayment shall be applied first to payment of amounts then due under this contract, including unpaid accrued interest, and the balance shall be applied to the principal installments to be paid in the inverse order of their maturity. Partial prepayment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments.
6. **REAL ESTATE TAXES AND ASSESSMENTS.** Purchasers shall pay, before penalty accrues, all real estate taxes and installments of special assessments assessed against the Property which are due and payable in the year 19____ and in all subsequent years. Real estate taxes and installments of special assessments which are due and payable in the year in which this contract is dated shall be paid as follows:

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

7. **PROPERTY INSURANCE.**
- (a) **INSURED RISKS AND AMOUNT.** Purchasers shall keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, extended coverage perils, vandalism, malicious mischief and, if applicable, steam boiler explosion for at least the amount of _____.
- If any of the buildings, improvements or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Purchasers shall procure and maintain flood insurance in amounts reasonably satisfactory to Seller.
- (b) **OTHER TERMS.** The insurance policy shall contain a loss payable clause in favor of Seller which provides that Seller's right to recover under the insurance shall not be impaired by any acts or omissions of Purchasers or Seller, and that Seller shall otherwise be afforded all rights and privileges customarily provided a mortgagee under the so-called standard mortgage clause.
- (c) **NOTICE OF DAMAGE.** In the event of damage to the Property by fire or other casualty, Purchasers shall promptly give notice of such damage to Seller and the insurance company.
8. **DAMAGE TO THE PROPERTY.**
- (a) **APPLICATION OF INSURANCE PROCEEDS.** If the Property is damaged by fire or other casualty, the insurance proceeds paid on account of such damage shall be applied to payment of the amounts payable by Purchasers under this contract, even if such amounts are not then due to be paid, unless Purchasers make a permitted election described in the next paragraph. Such amounts shall be first applied to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance of insurance proceeds, if any, shall be the property of Purchasers.

- (b) **PURCHASERS' ELECTION TO REBUILD.** If Purchasers are not in default under this contract, or after curing any such default, and if the mortgagees in any prior mortgages and sellers in any prior contracts for deed do not require otherwise, Purchasers may elect to have that portion of such insurance proceeds necessary to repair, replace or restore the damaged Property (the repair work) deposited in escrow with a bank or title insurance company qualified to do business in the State of Minnesota, or such other party as may be mutually agreeable to Seller and Purchasers. The election may only be made by written notice to Seller within sixty days after the damage occurs. Also, the election will only be permitted if the plans and specifications and contracts for the repair work are approved by Seller, which approval Seller shall not unreasonably withhold or delay. If such a permitted election is made by Purchasers, Seller and Purchasers shall jointly deposit, when paid, such insurance proceeds into such escrow. If such insurance proceeds are insufficient for the repair work, Purchasers shall, before the commencement of the repair work, deposit into such escrow sufficient additional money to insure the full payment for the repair work. Even if the insurance proceeds are unavailable or are insufficient to pay the cost of the repair work, Purchasers shall at all times be responsible to pay the full cost of the repair work. All escrowed funds shall be disbursed by the escrowee in accordance with generally accepted sound construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be deposited by Purchasers into such escrow before the commencement of the repair work. Purchasers shall complete the repair work as soon as reasonably possible and in a good and workmanlike manner, and in any event the repair work shall be completed by Purchasers within one year after the damage occurs. If, following the completion of and payment for the repair work, there remain any undisbursed escrow funds, such funds shall be applied to payment of the amounts payable by Purchasers under this contract in accordance with paragraph 8 (a) above.
9. **INJURY OR DAMAGE OCCURRING ON THE PROPERTY.**
- (a) **LIABILITY.** Seller shall be free from liability and claims for damages by reason of injuries occurring on or after the date of this contract to any person or persons or property while on or about the Property. Purchasers shall defend and indemnify Seller from all liability, loss, costs and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries. However, Purchasers shall have no liability or obligation to Seller for such injuries which are caused by the negligence or intentional wrongful acts or omissions of Seller.
- (b) **LIABILITY INSURANCE.** Purchasers shall, at their own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the Property in amounts reasonably satisfactory to Seller and naming Seller as an additional insured.
10. **INSURANCE, GENERALLY.** The insurance which Purchasers are required to procure and maintain pursuant to paragraphs 7 and 9 of this contract shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to Seller. The insurance shall be maintained by Purchasers at all times while any amount remains unpaid under this contract. The insurance policies shall provide for not less than ten days written notice to Seller before cancellation, non-renewal, termination or change in coverage, and Purchasers shall deliver to Seller a duplicate original or certificate of such insurance policy or policies.
11. **CONDEMNATION.** If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchasers under this contract, even if such amounts are not then due to be paid. Such amounts shall be applied first to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance, if any, shall be the property of Purchasers.
12. **WASTE, REPAIR AND LIENS.** Purchasers shall not remove or demolish any buildings, improvements or fixtures now or later located on or a part of the Property, nor shall Purchasers commit or allow waste of the Property. Purchasers shall maintain the Property in good condition and repair. Purchasers shall not create or permit to accrue liens or adverse claims against the Property which constitute a lien or claim against Seller's interest in the Property. Purchasers shall pay to Seller all amounts, costs and expenses, including reasonable attorneys' fees, incurred by Seller to remove any such liens or adverse claims.
13. **DEED AND MORTGAGE REGISTRY TAXES.** Seller shall, upon Purchasers' full performance of this contract, pay the deed tax due upon the recording or filing of the deed to be delivered by Seller to Purchasers. The mortgage registry tax due upon the recording or filing of this contract shall be paid by the party who records or files this contract; however, this provision shall not impair the right of Seller to collect from Purchasers the amount of such tax actually paid by Seller as provided in the applicable law governing default and service of notice of termination of this contract.
14. **NOTICE OF ASSIGNMENT.** If either Seller or Purchasers assign their interest in the Property, a copy of such assignment shall promptly be furnished to the non-assigning party.
15. **PROTECTION OF INTERESTS.** If Purchasers fail to pay any sum of money required under the terms of this contract or fail to perform any of their obligations as set forth in this contract, Seller may, at Seller's option, pay the same or cause the same to be performed, or both, and the amounts so paid by Seller and the cost of such performance shall be payable at once, with interest at the rate stated in paragraph 4 of this contract, as an additional amount due Seller under this contract. If there now exists, or if Seller hereafter creates, suffers or permits to accrue, any mortgage, contract for deed, lien or encumbrance against the Property which is not herein expressly assumed by Purchasers, and provided Purchasers are not in default under this contract, Seller shall timely pay all amounts due thereon, and if Seller fails to do so, Purchasers may, at their option, pay any such delinquent amounts and deduct the amounts paid from the installment(s) next coming due under this contract.
16. **DEFAULT.** The time of performance by Purchasers of the terms of this contract is an essential part of this contract. Should Purchasers fail to timely perform any of the terms of this contract, Seller may, at Seller's option, elect to declare this contract cancelled and terminated by notice to Purchasers in accordance with applicable law. All right, title and interest acquired under this contract by Purchasers shall then cease and terminate, and all improvements made upon the Property and all payments made by Purchasers pursuant to this contract shall belong to Seller as liquidated damages for breach of this contract. Neither the extension of the time for payment of any sum of money to be paid hereunder nor any waiver by Seller of Seller's rights to declare this contract forfeited by reason of any breach shall in any manner affect Seller's right to cancel this contract because of defaults subsequently occurring, and no extension of time shall be valid unless agreed to in writing. After service of notice of default and failure to cure such default within the period allowed by law, Purchasers shall, upon demand, surrender possession of the Property to Seller, but Purchasers shall be entitled to possession of the Property until the expiration of such period.
17. **BINDING EFFECT.** The terms of this contract shall run with the land and bind the parties hereto and their successors in interest.

MINNESOTA RULES 1983

2081

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.4400

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

19. ASSESSMENTS BY OWNERS' ASSOCIATION. If the Property is subject to a recorded declaration providing for assessments to be levied against the Property by any owners' association, which assessments may become a lien against the Property if not paid, then:

- (a) Purchasers shall promptly pay, when due, all assessments imposed by the owners' association or other governing body as required by the provisions of the declaration or other related documents; and
- (b) So long as the owners' association maintains a master or blanket policy of insurance against fire, extended coverage perils and such other hazards and in such amounts as are required by this contract, then:
 - (i) Purchasers' obligation in this contract to maintain hazard insurance coverage on the Property is satisfied; and
 - (ii) The provisions in paragraph 8 of this contract regarding application of insurance proceeds shall be superceded by the provisions of the declaration or other related documents; and
 - (iii) In the event of a distribution of insurance proceeds in lieu of restoration or repair following an insured casualty loss to the Property, any such proceeds payable to Purchasers are hereby assigned and shall be paid to Seller for application to the sum secured by this contract, with the excess, if any, paid to Purchasers.

20. ADDITIONAL TERMS:

SELLER(S)

PURCHASERS

State of Minnesota

County of _____

} ss.

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

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

State of Minnesota

County of _____

} ss.

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

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

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

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

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

Statutory Authority: MS s 507.09

MINNESOTA RULES 1983

2820.4500 FORMS FOR CONVEYANCES OF REAL ESTATE

2082

2820.4500 FORM 58M: ASSIGNMENT OF CONTRACT FOR DEED BY AN INDIVIDUAL.

Subpart 1. Scope. The recommended form for an assignment of a contract for deed by an individual seller, purchaser, or assignee is contained in subpart 2.

Subp. 2. Form.

ASSIGNMENT OF CONTRACT FOR DEED

Form No. 58-M

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

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

(reserved for recording data)

Date: _____, 19____

FOR VALUABLE CONSIDERATION,

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

Assignee (whether one or more), the _____ interest in that certain Contract for Deed dated the _____ day of _____, 19____, made by _____

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

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

(If more space is needed, continue on back)

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

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

ASSIGNOR(S)

State of Minnesota

County of _____

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

NOTARIAL STAMP OR SEAL, OR OTHER TITLE OR RANK

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

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

MINNESOTA RULES 1983

2083

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.4600

2820.4600 FORM 59M: ASSIGNMENT OF CONTRACT FOR DEED BY A CORPORATION OR PARTNERSHIP.

Subpart 1. Scope. The recommended form for an assignment of a contract for deed by a corporate or partnership seller, purchaser, or assignee is contained in subpart 2.

Subp. 2. Form.

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

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

_____ 19____

_____ County Auditor

By _____ Deputy

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

FOR VALUABLE CONSIDERATION, _____

a _____ under the laws of _____,
 Assignor, hereby sells, assigns and transfers unto _____

Assignee (whether one or more), the _____ (Seller's or Purchaser's) interest in that certain
 Contract for Deed dated the _____ day of _____, 19____, made by _____

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

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

(If more space is needed, continue on back)

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

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

ASSIGNOR

By _____
 Its _____

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

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

NOTARIAL STAMP OR REAL OR OTHER TITLE OR BOND

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT
 THIS INSTRUMENT WAS DRAIPPED BY (NAME AND ADDRESS):

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

Statutory Authority: MS s 507.09

MINNESOTA RULES 1983

2820.5100 FORMS FOR CONVEYANCES OF REAL ESTATE

2084

AFFIDAVITS

2820.5100 FORM 115: AFFIDAVIT REGARDING PURCHASERS.

Form No 115
Individual

State of Minnesota,)
County of _____) " Affidavit Regarding Purchaser(s)

being first duly sworn, on oath says that:

1. (They are) (___he is) (___he knows) _____
_____ the person(s) named as _____
_____ in the document 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.

2. Said person(s) (is) (are) of legal age and under no legal disability with place of business(es)
(respectively at) _____
_____ and for the last ten years (have) (has) resided at:

3. There are no:
a. Bankruptcy, divorce or dissolution proceedings involving said person(s) during the time period
in which said person(s) have had any interest in the premises described in the above document
("Premises");
b. Unsatisfied judgments of record against said person(s) nor, to your Affiant(s) knowledge, any
actions pending in any courts which affect the Premises;
c. Tax liens filed against said person(s);
except as herein stated:

4. Any bankruptcy, divorce or dissolution proceedings of record against parties with the same or
similar names, during the time period in which the above named person(s) (has) (have) had any interest
in the Premises, are not against the above named person(s).

5. Any judgments or tax liens of record against parties with the same or similar names are not against
the above named person(s).

6. Said person(s) (has) (have) not ordered or arranged for any labor or materials to be furnished to the
Premises for which payment has not been made.

7. There are no persons in possession of any portion of the Premises of which Affiant(s) (has) (have)
knowledge, other than pursuant to a recorded document, except as stated herein:

That Affiant(s) know(s) the matters herein stated are true and make(s) this Affidavit for the purpose of
inducing the acceptance of title to the Premises.

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):

Statutory Authority: MS s 507.09

MINNESOTA RULES 1983

2085

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.5200

2820.5200 FORM 116: AFFIDAVIT REGARDING SELLERS.

Form No 116
Instructions.

State of Minnesota,)
County of _____) " Affidavit Regarding Seller(s)

being first duly sworn, on oath say(s) that:

1. (They are) (he is) (she knows) _____
_____ the person(s) named as _____
_____ in the document 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.

2. Said person(s) (is) (are) of legal age and under no legal disability with place of business(es)
(respectively) at _____
_____ and for the last ten years (has) (have) resided at:

3. There have been no:

- a. Bankruptcy, divorce or dissolution proceedings involving said person(s) during the time said person(s) (have) (has) had any interest in the premises described in the above document ("Premises");
- b. Unsatisfied judgments of record against said person(s) nor any actions pending in any courts, which affect the Premises;
- c. Tax liens against said person(s);
except as herein stated:

4. Any bankruptcy, divorce or dissolution proceedings of record against parties with the same or similar names, during the time period in which the above named person(s) (has) (have) had any interest in the Premises, are not against the above named person(s).

5. Any judgments, or tax liens of record against parties with the same or similar names are not against the above named person(s).

6. There has been no labor or materials furnished to the Premises for which payment has not been made.

7. There are no unrecorded contracts, leases, easements, or other agreements or interests relating to the Premises except as stated herein:

8. There are no persons in possession of any portion of the Premises other than pursuant to a recorded document except as stated herein:

9. There are no encroachments or boundary line questions affecting the Premises of which Affiant(s) (has) (have) knowledge.

Affiant(s) knows) the matters herein stated are true and makes) this Affidavit for the purpose of inducing the passing of title to the Premises.

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 BANK)

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Statutory Authority: *MS s 507.09*

MINNESOTA RULES 1983

2087

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.5400

2820.5400 FORM 118: AFFIDAVIT REGARDING PARTNERSHIP.

Form No. 118
 Jurisdiction

State of Minnesota,)
 County of _____) " Affidavit Regarding Partnership

being first duly sworn, on oath say(s) that:

1. (They are) (he is) _____ partner(s) of _____ a
 _____ partnership, the partnership named as _____ a
 _____ in the document 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.

2. Said partnership's principal place of business is at _____
 _____ and said partnership's
 previous principal place(s) of business during the past ten years (has) (have) been at:

3. There have been no:
 a. Bankruptcy proceedings involving said partnership or partners thereof, or dissolution pro-
 ceedings involving said partnership, during the time said partnership has had any interest
 in the premises described in the above document ("Premises");
 b. Unsatisfied judgments of record against said partnership nor any actions pending in any
 courts, which affect the Premises;
 c. Tax liens filed against said partnership;
 except as herein stated:

4. Any bankruptcy or partnership dissolution proceedings of record against partnerships or persons
 with the same or similar names, during the time period in which the above named partnership had any
 interest in the Premises, are not against the above named partnership or the partners thereof.

5. Any judgments or tax liens of record against partnerships with the same or similar names are not
 against the above named partnership.

6. There has been no labor or materials furnished to the Premises for which payment has not been
 made.

7. There are no unrecorded contracts, leases, easements or other agreements or interests relating to
 the Premises except as stated herein:

8. There are no persons in possession of any portion of the Premises other than pursuant to a recorded
 document except as stated herein:

9. There are no encroachments or boundary line questions affecting the Premises of which Affiant(s)
 (has) (have) knowledge.

Affiant(s) know(s) the matters herein stated are true and make(s) this Affidavit for the purpose of
 inducing the passing of title to the Premises.

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):

Statutory Authority: MS s 507.09

MINNESOTA RULES 1983

2820.6000 FORMS FOR CONVEYANCES OF REAL ESTATE

2088

2820.6000 FORM 119M: AFFIDAVIT OF IDENTITY AND SURVIVORSHIP.

Subpart 1. Scope. The recommended form for an affidavit of identity and survivorship for death occurring after December 31, 1979 is contained in subpart 2.

Subp. 2. Form.

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

Transfer entered
_____, 19____
County Auditor
By _____ Deputy

Recording Data

STATE OF MINNESOTA, NAME OF DECEDENT
COUNTY OF _____

I, _____ and _____
Name of Affiant Address of Affiant

being first duly sworn, on oath state from personal knowledge:
That the above named decedent is the person named in the certified copy of Certificate of Death attached hereto and made a part hereof.
That the name(s) of the survivor(s) is/are _____

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

(If more space is needed, continue on back)
as shown by instrument recorded in Book _____ of _____
Page _____, or as Document No. _____ in the office of the County
Recorder of _____ County, Minnesota, or as shown on Certificate of Title
No. _____, Files of the Registrar of Titles of _____ County
Minnesota.

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)

Signature of Affiant
THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)
Tax Statements for the real property described in this instrument should be sent to:

Statutory Authority: MS s 507.09

MINNESOTA RULES 1983

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FORMS FOR CONVEYANCES OF REAL ESTATE 2820.6100

FORMS FOR CONVEYANCES ARISING FROM ESTATES OF DECEDENTS

2820.6100 FORM 101: ORDER OF SETTLEMENT AND DECREE OF DISTRIBUTION.

Form 101

Minn. Stat. § 524.3-1001 # 7
524.3-1002 # 6

Minnesota Uniform Conveyancing Blanks (1978)

STATE OF MINNESOTA

PROBATE COURT

COUNTY COURT-PROBATE DIVISION

COUNTY OF _____ Court File No. _____

In Re: Estate of

ORDER OF COMPLETE
SETTLEMENT OF THE ESTATE
AND DECREE OF DISTRIBUTION

Deceased

The petition of _____, dated _____, 19____, for an order of complete settlement of the estate and decree of distribution in the estate of the above named decedent having duly come on for hearing before the above name Court on _____, 19____, the undersigned Judge having heard and considered such petition, being fully advised in the premises, makes the following findings and determinations:

1. That the petition for order of complete settlement of the estate and decree of distribution is complete.
2. That the time for any notice has expired and any notice as required by the laws of this State has been given and proved.
3. That the petitioner(s) (has) (have) declared or affirmed that the representations contained in the petition are true, correct and complete to the best knowledge or information of petitioner(s).
4. That the petitioner(s) appear(s) from the petition to be (an) interested person(s) as defined by the laws of this State.
5. That the decedent died _____ testate at the age of _____ years on _____, 19____, at _____.
6. That venue for this proceeding is in the above named County of the State of Minnesota, because the decedent was domiciled in such County at the time of death, and was the owner of property located in the State of Minnesota, or because, though not domiciled in the State of Minnesota, the decedent was the owner of property located in the above named County at the time of death.
7. That this Court has jurisdiction of this estate, proceeding and subject matter.
8. That the said estate has been in all respects fully administered, and all expenses, debts, valid charges and all claims allowed against said estate have been paid.

MINNESOTA RULES 1983

2820.6100 FORMS FOR CONVEYANCES OF REAL ESTATE

2090

9. That a final account has been filed herein by the personal representative(s) for consideration and approval.
10. That decedent's last will duly executed on _____, 19____, and codicil or codicils thereto duly executed on _____, 19____, (was) (were) probated by the order of this Court dated _____, 19____, or (is) (are) formally probated by this order, and should be construed to provide that under the provisions thereof, the estate of decedent is devised as follows:
(State actual legal relationship of each devisee to decedent)

11. That the following named persons are all the heirs of the decedent and their actual relationship to decedent is as stated (If decedent died testate, do not list heirs unless all heirs are ascertained):

12. That the property of the decedent on hand for distribution consists of the following:

(A) Personal property of the value of \$_____ described as follows:

MINNESOTA RULES 1983

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FORMS FOR CONVEYANCES OF REAL ESTATE 2820.6100

(B) Real property described as follows:

(1) The homestead of the decedent situated in the County of _____
_____, State of Minnesota, described as follows:

(2) Other real property situated in the County of _____
_____, State of Minnesota, described as follows:

13. That the inheritance taxes on the herein described property have been paid or waived.
14. That any previous order determining testacy should be confirmed as it affects any previously omitted or un-notified persons and other interested persons.

MINNESOTA RULES 1983

2820.6100 FORMS FOR CONVEYANCES OF REAL ESTATE

2092

NOW, THEREFORE, it is ORDERED, ADJUDGED, and DECREED by the Court as follows:

- 1. That the petition is hereby granted.
- 2. That the final account of the personal representative(s) herein is approved.
- 3. That decedent's last will duly executed on _____, 19____, and codicil or codicils thereto duly executed on _____, 19____, (is) (are) (hereby) (has or have been) formally probated and (is) (are) construed as above stated.
- 4. That the heirs of the decedent are determined to be as set forth above.
- 5. That the property of the decedent on hand for distribution is as above stated.
- 6. That title to the personal and real property described herein, subject to any lawful disposition heretofore made, is hereby assigned to and vested in the following named persons in the following proportions or parts:

- 7. That the lien of inheritance taxes, if any, on the above described property is hereby waived.
- 8. That any previous order determining testacy is hereby confirmed as it affects any previously omitted or unnotified persons and other interested persons.

Dated: _____ Judge

(COURT SEAL)

FILED:

Statutory Authority: *MS s 507.09*

MINNESOTA RULES 1983

2093

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.6200

2820.6200 FORM 102: ORDER OF SETTLEMENT AND ORDER OF DISTRIBUTION.

Form 102

Minn. Stat. § 524.3-1001 # 8
524.3-1002 # 7

STATE OF MINNESOTA

PROBATE COURT

COUNTY COURT-PROBATE DIVISION

COUNTY OF _____

Court File No. _____

In Re: Estate of

ORDER OF COMPLETE
SETTLEMENT OF THE ESTATE
AND ORDER OF DISTRIBUTION

Deceased

The petition of _____,
dated _____, 19____, for an order of complete settlement of the estate
and order of distribution in the estate of the above named decedent having
duly come on for hearing before the above named Court on _____,
19____, the undersigned Judge having heard and considered such petition, be-
ing fully advised in the premises, makes the following findings and determina-
tions:

1. That the petition for order of complete settlement of the estate and order of distribution is complete.
2. That the time for any notice has expired and any notice as required by the laws of this State has been given and proved.
3. That the petitioner(s) (has) (have) declared or affirmed that the representations contained in the petition are true, correct and complete to the best knowledge or information of petitioner(s).
4. That the petitioner(s) appear(s) from the petition to be (an) interested person(s) as defined by the laws of this State.
5. That the decedent died _____ testate at the age of _____ years on _____, 19____, at _____.
6. That venue for this proceeding is in the above named County of the State of Minnesota, because the decedent was domiciled in such County at the time of death, and was the owner of property located in the State of Minnesota, or because, though not domiciled in the State of Minnesota, the decedent was the owner of property located in the above named County at the time of death.
7. That this Court has jurisdiction of this estate, proceeding and subject matter.
8. That the said estate has been in all respects fully administered, and all expenses, debts, valid charges and all claims allowed against said estate have been paid.

MINNESOTA RULES 1983

2095

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.6200

(B) Real property described as follows:

(1) The homestead of the decedent situated in the County of _____
_____, State of Minnesota, described as follows:

(2) Other real property situated in the County of _____
_____, State of Minnesota, described as follows:

13. That the inheritance taxes on the herein described property have been paid or waived.

14. That any previous order determining testacy should be confirmed as it affects any previously omitted or un-notified persons and other interested persons.

MINNESOTA RULES 1983

2820.6200 FORMS FOR CONVEYANCES OF REAL ESTATE

2096

NOW, THEREFORE, it is ORDERED, ADJUDGED, and DECREED by the Court as follows:

1. That the petition is hereby granted.
2. That the final account of the personal representative(s) herein is approved.
3. That decedent's last will duly executed on _____, 19____, and codicil or codicils thereto duly executed on _____, 19____, (is) (are) (hereby) (has or have been) formally probated and (is) (are) construed as above stated.
4. That the heirs of the decedent are determined to be as set forth above.
5. That the property of the decedent on hand for distribution is as above stated.
6. That the personal representative(s) herein (is) (are) directed to transfer title to the personal property described herein, and to convey title to the real property described herein by Personal Representative's Deed of Distribution, subject to any lawful disposition heretofore made, to the following named persons in the following proportions or parts:
 7. That the lien of inheritance taxes, if any, on the above described property is hereby waived.
 8. That any previous order determining testacy is hereby confirmed as it affects any previously omitted or unnotified persons and other interested persons.

Dated: _____

Judge

(COURT SEAL)

FILED:

Statutory Authority: *MS s 507.09*

MINNESOTA RULES 1983

2097

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.6300

2820.6300 FORM 103: DECREE OF DESCENT.

Form 103

Minn. Stat. § 525.312 # 8

Minnesota Uniform Conveyancing Blanks (1978)

STATE OF MINNESOTA

PROBATE COURT

COUNTY COURT—PROBATE DIVISION

COUNTY OF _____ Court File No. _____

In Re: Estate of

DECREE OF DESCENT
(Testate) (Intestate)

Deceased

The petition of _____,
dated _____, 19____, for determination of descent in the estate of the
above named decedent having duly come on for hearing before the above
named Court on _____, 19____, the undersigned Judge having heard
and considered such petition, being fully advised in the premises, makes the
following findings and determinations:

1. That the petition for determination of descent is complete.
2. That the time for any notice has expired and any notice as required by the laws of this State has been given and proved.
3. That the petitioner(s) (has) (have) declared or affirmed that the representations contained in the petition are true, correct and complete to the best knowledge or information of petitioner(s).
4. That the petitioner(s) appear(s) from the petition to be (an) interested person(s) as defined by the laws of this State.
5. That the decedent died _____testate at the age of _____years on _____, 19____, at _____ and that more than three years have elapsed since the death of said decedent and it appears from the petition that the time limit for original appointment proceedings has expired.
6. That venue for this proceeding is in the above named County of the State of Minnesota, because the decedent was domiciled in such County at the time of death, and was the owner of property located in the State of Minnesota, or because, though not domiciled in the State of Minnesota, the decedent was the owner of property located in the above named County at the time of death.
7. That this Court has jurisdiction of this estate, proceeding and subject matter.
8. That no will or authenticated copy of a will of the decedent probated outside of this State in accordance with the laws in force in the place where probated has been probated nor administration had in this State.

MINNESOTA RULES 1983

2099

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.6300

(B) Real property described as follows:

**(1) The homestead of the decedent situated in the County of _____
_____, State of Minnesota, described as follows:**

**(2) Other real property situated in the County of _____
_____, State of Minnesota, described as follows:**

- 13. That the devisee(s) or (his) (her) (their) successors and assigns possess(es) the property devised in accordance with the will and codicil or codicils; any heir(s) or (his) (her) (their) successors and assigns possess(es) the property which passes to such heir(s) under the laws of intestate succession in force at the decedent's death; or such property was not possessed or claimed by anyone by virtue of the decedent's title during the time period for testacy proceedings.**
- 14. That the inheritance taxes on the herein described property have been paid or waived.**

MINNESOTA RULES 1983

2820.6300 FORMS FOR CONVEYANCES OF REAL ESTATE

2100

NOW, THEREFORE, it is ORDERED, ADJUDGED and DECREED by the Court as follows:

- 1. That the petition is hereby granted.
- 2. That decedent's last will duly executed on _____, 19____, and codicil or codicils thereto duly executed on _____, 19____, (is) (are) hereby formally probated and construed as above stated.
- 3. That the heirs of the decedent are determined to be as set forth above.
- 4. That the property of the decedent on hand for distribution is as above stated.
- 5. That title to the personal and real property described herein, subject to any lawful disposition heretofore made, is hereby assigned to and vested in the following named persons in the following proportions or parts:

- 6. That the lien of inheritance taxes, if any, on the above described property is hereby waived.

Dated: _____ Judge

(COURT SEAL)

FILED:

Statutory Authority: MS s 507.09

MINNESOTA RULES 1983

2101

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.6400

2820.6400 FORM 104: DECREE OF DESCENT; OMITTED OR INCORRECTLY DESCRIBED PROPERTY.

Form 104

Minn. Stat. § 524.3-413 # 6

Minnesota Uniform Conveyancing Blanks (1978)

STATE OF MINNESOTA

PROBATE COURT

COUNTY COURT-PROBATE DIVISION

COUNTY OF _____ Court File No. _____

In Re: Estate of

DECREE OF DESCENT

(Omitted property)

Deceased

(Incorrectly described property)

The petition of _____, dated _____, 19____, for decree of descent (omitted property) (incorrectly described property) in the estate of the above named decedent having duly come on for hearing before the above named Court on _____, 19____, the undersigned Judge having heard and considered such petition, being fully advised in the premises, makes the following findings and determinations:

- 1. That the petition for decree of descent (omitted property) (incorrectly described property) is complete.
2. That the time for any notice has expired and any notice as required by the laws of this State has been given and proved.
3. That the petitioner(s) (has) (have) declared or affirmed that the representations contained in the petition are true, correct and complete to the best knowledge or information of petitioner(s).
4. That the petitioner(s) appear(s) from the petition to be (an) interested person(s) as defined by the laws of this State.
5. That the decedent died ___ testate at the age of ___ years on _____, 19____, at _____.
6. That venue for this proceeding is in the above named County of the State of Minnesota, because the decedent was domiciled in such County at the time of death, and was the owner of property located in the State of Minnesota, or because, though not domiciled in the State of Minnesota, the decedent was the owner of property located in the above named County at the time of death.
7. That this Court has jurisdiction of this estate, proceeding and subject matter.
8. That no will or authenticated copy of a will of decedent probated outside of this State in accordance with the laws in force in the place where probated has been admitted to probate nor administration had in this State except in the _____ Court of _____ County

MINNESOTA RULES 1983

2820.6400 FORMS FOR CONVEYANCES OF REAL ESTATE

2102

under file number _____ in which proceedings the (Order) (Decree) of (Distribution) (Descent) was entered on _____, 19____, wherein the hereinafter described real and/or personal property was (omitted) (incorrectly described). The (Order) (Decree) in which the real property hereinafter described was (omitted) (incorrectly described) was (filed) (recorded) in the Office of the (County Recorder) (Registrar of Titles), _____ County, Minnesota, on the _____ day of _____, 19____, and was duly recorded in Book _____ of _____, page _____, or was duly filed as Document No. _____.

9. That the said (Order) (Decree) contained the following incorrect description(s):

(A) Personal property:

(B) Real property:

(1) The homestead of the decedent situated in the County of _____, State of Minnesota:

(2) Other real property situated in the County of _____, State of Minnesota:

MINNESOTA RULES 1983

2103

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.6400

10. That decedent's last will duly executed on _____, 19____, and codicil or codicils thereto duly executed on _____, 19____, (was) (were) probated by the order of this Court dated _____, 19____, and (was) (were) construed to provide that under the provisions thereof, the hereinafter described property of decedent should be decreed as follows:

(State actual legal relationship of each devisee to decedent.)

11. That the following named persons are all the heirs of the decedent and their actual relationship to decedent is as stated (If decedent died testate, Do not list heirs unless all heirs are ascertained):

12. That the previously (omitted) (incorrectly described) property of the decedent should be (included) (correctly described) herein as follows:

(A) Personal property of the value of \$_____ described as follows:

(B) Real property described as follows:

- (1) The homestead of the decedent situated in the County of _____, State of Minnesota, described as follows:

MINNESOTA RULES 1983

(2) Other real property situated in the County of _____, State of Minnesota, described as follows:

13. That the inheritance taxes on the herein described property have been paid or waived.

NOW, THEREFORE, it is ORDERED, ADJUDGED and DECREED by the Court as follows:

- 1. That the petition is hereby granted.
- 2. That title to the personal and real property described herein, subject to any lawful disposition heretofore made, is hereby assigned to and vested in the following named persons in the following proportions or parts:

3. That the prior (Order of Distribution) (Decree of Distribution) (Final Decree Summary Assignment or Distribution) (Decree of Descent) which is described above is amended or modified as provided herein, and is, in all other respects, confirmed.

4. That the lien of inheritance taxes, if any, on the above described property is hereby waived.

Dated: _____ Judge

(COURT SEAL)

FILED:

Statutory Authority: MS s 507.09

MINNESOTA RULES 1983

2105

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.6500

2820.6500 FORM 105: FINAL DECREE SUMMARY ASSIGNMENT OR DISTRIBUTION.

Form 105

Minn. Stat. § 525.51 # 13

STATE OF MINNESOTA

PROBATE COURT

COUNTY COURT—PROBATE DIVISION

COUNTY OF _____ Court File No. _____

In Re: Estate of

FINAL DECREE
SUMMARY ASSIGNMENT OR
DISTRIBUTION

(Exempt estate) (Non-exempt estate)
(Testate) (Intestate)

Deceased

The petition of _____, dated _____, 19____, for summary assignment or distribution of the estate of the above named decedent having come on for hearing before the above named Court on _____, 19____, the undersigned Judge having heard and considered such petition, being fully advised in the premises, makes the following findings and determinations:

1. That the petition for summary assignment or distribution is complete.
2. That the time for any notice has expired and any notice as required by the laws of this State has been given and proved.
3. That the petitioner(s) (has) (have) declared or affirmed that the representations contained in the petition are true, correct and complete to the best knowledge or information of petitioner(s).
4. That the petitioner(s) appear(s) from the petition to be (an) interested person(s) as defined by the laws of this State.
5. That the decedent died _____ testate at the age of _____ years on _____, 19____, at _____.
6. That venue for this proceeding is in the above named County of the State of Minnesota, because the decedent was domiciled in such County at the time of death, and was the owner of property located in the State of Minnesota, or because, though not domiciled in the State of Minnesota, the decedent was the owner of property located in the above named County at the time of death.
7. That this Court has jurisdiction of this estate, proceeding and subject matter.
8. That decedent's last will duly executed on _____, 19____, and codicil or codicils thereto duly executed on _____, 19____, (is) (are) formally probated by this order, or (was) (were) probated by the order of this Court dated _____, 19____, and should be construed to provide that under the provisions thereof, the estate of decedent is devised as follows:

MINNESOTA RULES 1983

2107

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.6500

(B) Real property described as follows:

(1) The homestead of the decedent situated in the County of _____
_____, State of Minnesota, described as follows:

(2) Other real property situated in the County of _____
_____, State of Minnesota, described as follows:

12. That all of said property is either exempt from all debts and charges in the Probate Court or may be appropriated in kind in reimbursement or payment of the allowances to spouse and minor children mentioned in M.S.A. Section 525.15, expenses of administration, funeral expenses, expenses of last illness, debts having a preference under the laws of the United States, and taxes, or otherwise qualified for summary assignment or distribution pursuant to M.S.A. Section 525.51.
13. That there is no need for the appointment of a personal representative and that the administration should be closed by summary assignment or distribution as hereinafter ordered, adjudged and decreed.

MINNESOTA RULES 1983

14. That the inheritance taxes on the herein described property have been paid or waived.

NOW, THEREFORE, it is ORDERED, ADJUDGED, and DECREED by the Court as follows:

- 1. That the petition is hereby granted.
- 2. That decedent's last will duly executed on _____, 19____, and codicil or codicils thereto duly executed on _____, 19____, (is) (are) (hereby) (has or have been) formally probated and (is) (are) construed as above stated.
- 3. That the heirs of the decedent are determined to be as set forth above.
- 4. That the property of the decedent on hand for distribution is as above stated.
- 5. That title to the personal and real property described herein, subject to any lawful disposition heretofore made, is hereby assigned to and vested in the following named persons in the following proportions or parts (State as devisee, as heir or as obligee):

6. That the lien of inheritance taxes, if any, on the above described property is hereby waived.

Dated: _____ Judge

(COURT SEAL)

FILED:

Statutory Authority: MS s 507.09

MINNESOTA RULES 1983

2109

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.6600

2820.6600 FORM 106: BONA FIDE PURCHASER DECLARATION.

Form No. 106

Minnesota Uniform Conveyancing Blanks (1978)

BONA FIDE PURCHASER DECLARATION
(pursuant to
Minnesota Statutes 291.14 Subd. 4)
AND AFFIDAVIT OF NO SELF DEALING

ESTATE OF _____

_____,

DECEDENT.

STATE OF MINNESOTA

COUNTY OF _____

} ss.

(reserved for recording data)

_____, being first duly sworn, states:

1. That affiant is the personal representative of the Estate of the above-named decedent, in _____ County Probate File No. _____, who died on _____, 19____, in _____ County, Minnesota.
2. That affiant's address is: _____;
3. That assets of the probate estate of said decedent include real property in the County of _____, State of Minnesota, described as follows:

(If more space is needed, continue on back)

MINNESOTA RULES 1983

- 4. That affiant (sold) (mortgaged) (leased) the above described real property by instrument dated _____, 19____, to _____, a bona fide purchaser for the full consideration of \$ _____ :
- 5. That this transaction does not constitute a sale, mortgage or lease to affiant, affiant's personal agent or attorney, or any corporation or trust in which affiant has a substantial beneficial interest, and furthermore, this sale is not a transaction which is affected by a substantial conflict of interest on the part of affiant.

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

Personal Representative

Notary Public

This instrument was drafted by:

Notarial Stamp or Seal

NOTICE: CERTIFIED COPY OF LETTERS MUST BE ATTACHED TO THIS AFFIDAVIT, OR IT CANNOT BE RECORDED.

Statutory Authority: MS s 507.09

MINNESOTA RULES 1983

2111

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.6700

2820.6700 FORM 107: INDIVIDUAL PERSONAL REPRESENTATIVE'S DEED OF DISTRIBUTION.

Form No. 107—Personal Representative's Deed of Distribution

Minnesota Uniform Conveyancing Blanks (1978)

Individual Personal Representative

Note: This deed should be used only for distribution.

Transfer entered on
_____ , 19____
_____ County Auditor
by _____ Deputy

(reserved for recording data)

Date: _____ , 19____

NO STATE DEED TAX DUE HEREON

_____, Grantor,
 as Personal Representative of the Estate of _____
 Decedent, single , married at the time of death, hereby conveys to
 _____, Grantee(s),
 real property in _____, County,
 Minnesota, described as follows:

(If more space is needed, continue on back)

MINNESOTA RULES 1983

2820.6700 FORMS FOR CONVEYANCES OF REAL ESTATE

2112

together with all hereditaments and appurtenances belonging thereto.

STATE OF MINNESOTA

COUNTY OF _____

} _____
} ss. _____
} _____

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

_____, as Personal
Representative of the Estate of _____, Decedent.

Notarial Stamp of Seal

Notary Public

THIS INSTRUMENT WAS
DRAFTED BY:

Statements for real estate taxes on
the real property described herein
should be sent to:

Statutory Authority: *MS s 507.09*

MINNESOTA RULES 1983

2113

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.6800

2820.6800 FORM 108: CORPORATE PERSONAL REPRESENTATIVE'S DEED OF DISTRIBUTION.

Form No. 108—Personal Representative's Deed of Distribution
Minnesota Uniform Conveyancing Blanks (1978)

Corporate Personal Representative

Note: This deed should be used only for distribution.

Transfer entered on
_____, 19____
County Auditor
by _____
Deputy

(reserved for recording data)

Date: _____, 19____

NO STATE DEED TAX DUE HEREON

(reserved for recording data)

_____, Grantor,
a _____ under the laws of _____, as Personal
Representative of the Estate of _____
_____, Decedent, single , married at the
time of death, hereby conveys to _____
_____, Grantee(s), real property
in _____ County, Minnesota, described as follows:

(If more space is needed, continue on back)

MINNESOTA RULES 1983

together with all hereditaments and appurtenances belonging thereto.

By: _____
Its: _____

STATE OF MINNESOTA
COUNTY OF _____ } ss.

By: _____
Its: _____

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

Notarial Stamp or Seal

Notary Public

THIS INSTRUMENT WAS
DRAFTED BY:

Statements for real estate taxes on
the real property described herein
should be sent to:

Statutory Authority: *MS s 507.09*

MINNESOTA RULES 1983

2115

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.6900

2820.6900 FORM 109: INDIVIDUAL PERSONAL REPRESENTATIVE'S DEED TO INDIVIDUAL.

Form No. 109 - Personal Representative's Deed

Minnesota Uniform Conveyancing Blanks (1978)

Individual Personal Representative to Individual(s)

No delinquent taxes; certificate of real estate value received; and transfer entered
on _____, 19____
County Auditor
by _____ Deputy

(reserved for recording data)

STATE DEED TAX DUE HEREON: \$ _____

Date: _____, 19____

FOR VALUABLE CONSIDERATION, _____, Grantor,
 as Personal Representative of the Estate of _____ Decedent, single , married at the time of death, hereby conveys to _____, Grantee(s), real property in _____, County, Minnesota, described as follows:

(If more space is needed, continue on back)

together with all hereditaments and appurtenances belonging thereto.

STATE OF MINNESOTA }
 COUNTY OF _____ } ss. _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____, as Personal Representative of the Estate of _____, Decedent.

MINNESOTA RULES 1983

2820.6900 FORMS FOR CONVEYANCES OF REAL ESTATE

2116

Notarial Stamp or Seal

Notary Public

_____, SPOUSE OF DECEDENT,
Name of Spouse CONSENTS TO THIS DEED.

STATE OF MINNESOTA

COUNTY OF _____

} ss.

Signature of Spouse

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

Notarial Stamp or Seal

Notary Public

THIS INSTRUMENT WAS
DRAFTED BY:

Statements for real estate taxes on
the real property described herein
should be sent to:

Statutory Authority: *MS s 507.09*

MINNESOTA RULES 1983

2117

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.7000

2820.7000 FORM 110: INDIVIDUAL PERSONAL REPRESENTATIVE'S DEED TO CORPORATION OR PARTNERSHIP.

Form No. 110—Personal Representative's Deed

Minnesota Uniform Conveyancing Blanks (1978)

Individual Personal Representative to Corporation or Partnership

No delinquent taxes; certificate of real estate value received; and transfer entered on _____, 19____
County Auditor
by _____ Deputy

(reserved for recording data)

STATE DEED TAX DUE HEREON: \$ _____

Date: _____, 19____

FOR VALUABLE CONSIDERATION, _____, Grantor,
 as Personal Representative of the Estate of _____
 Decedent, single , married at the time of
 death, hereby conveys to _____
 _____, Grantee, a _____ under the laws of
 _____, real property in _____ County, Minnesota,
 described as follows:

(If more space is needed, continue on back)

together with all hereditaments and appurtenances belonging thereto.

STATE OF MINNESOTA

COUNTY OF _____

ss. _____

The foregoing instrument was acknowledged before me this _____
 day of _____, 19____, by _____
 _____, as Personal Representative of the Estate
 of _____, Decedent.

MINNESOTA RULES 1983

2820.7000 FORMS FOR CONVEYANCES OF REAL ESTATE

2118

Notarial Stamp or Seal

Notary Public

Name of Spouse _____, SPOUSE OF DECEDENT,
CONSENTS TO THIS DEED.

STATE OF MINNESOTA

COUNTY OF _____

} ss. _____
Signature of Spouse

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

Notarial Stamp or Seal

Notary Public

THIS INSTRUMENT WAS
DRAFTED BY:

Statements for real estate taxes on
the real property described herein
should be sent to:

Statutory Authority: *MS s 507.09*

MINNESOTA RULES 1983

2119

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.7100

2820.7100 FORM 111: INDIVIDUAL PERSONAL REPRESENTATIVE'S DEED TO JOINT TENANTS.

Form No. 111—Personal Representative's Deed

Minnesota Uniform Conveyancing Blanks (1978)

Individual Personal Representative to Joint Tenants

No delinquent taxes; certificate of real estate value received; and transfer entered
on _____, 19____
_____ County Auditor
by _____ Deputy

(reserved for recording data)

STATE DEED TAX DUE HEREON: \$ _____

Date: _____, 19____

FOR VALUABLE CONSIDERATION, _____, Grantor,
 as Personal Representative of the Estate of _____ Decedent, single , married at the time of death, hereby conveys to _____, Grantees, as joint tenants, real property in _____ County, Minnesota, described as follows:

(If more space is needed, continue on back)

together with all hereditaments and appurtenances belonging thereto.

STATE OF MINNESOTA } _____
 COUNTY OF _____ } ss. _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____, as Personal Representative of the Estate of _____, Decedent.

MINNESOTA RULES 1983

Notarial Stamp or Seal

Notary Public

Name of Spouse _____, SPOUSE OF DECEDENT,
CONSENTS TO THIS DEED.

STATE OF MINNESOTA

COUNTY OF _____

ss. Signature of Spouse

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

Notarial Stamp or Seal

Notary Public

THIS INSTRUMENT WAS
DRAFTED BY:

Statements for real estate taxes on
the real property described herein
should be sent to:

Statutory Authority: *MS s 507.09*

MINNESOTA RULES 1983

2121

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.7200

2820.7200 FORM 112: CORPORATE PERSONAL REPRESENTATIVE'S DEED TO INDIVIDUAL.

Form No. 112—Personal Representative's Deed

Minnesota Uniform Conveyancing Blanks (1978)

Corporate Personal Representative to Individual(s)

No delinquent taxes; certificate of real estate value received; and transfer entered

on _____, 19____

County Auditor

by _____ Deputy

(reserved for recording data)

STATE DEED TAX DUE HEREON: \$ _____

Date: _____, 19____

FOR VALUABLE CONSIDERATION, _____, Grantor, a _____ under the laws of _____, as Personal Representative of the Estate of _____, Decedent, single , married at the time of death, hereby conveys to _____, Grantee(s), real property in _____ County, Minnesota, described as follows:

(If more space is needed, continue on back)

together with all hereditaments and appurtenances belonging thereto.

STATE OF MINNESOTA
 COUNTY OF _____

}
 ss.

By: _____
 Its: _____
 By: _____
 Its: _____

MINNESOTA RULES 1983

2820.7200 FORMS FOR CONVEYANCES OF REAL ESTATE

2122

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

Notarial Stamp or Seal

Notary Public

_____, SPOUSE OF DECEDENT,
Name of Spouse CONSENTS TO THIS DEED.

STATE OF MINNESOTA

COUNTY OF _____

} ss. _____
Signature of Spouse

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

Notarial Stamp or Seal

Notary Public

THIS INSTRUMENT WAS
DRAFTED BY:

Statements for real estate taxes on
the real property described herein
should be sent to:

Statutory Authority: MS s 507.09

MINNESOTA RULES 1983

2123

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.7300

2820.7300 FORM 113: CORPORATE PERSONAL REPRESENTATIVE'S DEED TO CORPORATION OR PARTNERSHIP.

Form No. 113—Personal Representative's Deed

Minnesota Uniform Conveyancing Blanks (1978)

Corporate Personal Representative to Corporation or Partnership

No delinquent taxes; certificate of real estate value received; and transfer entered

on _____, 19____

County Auditor

by _____

Deputy

STATE DEED TAX DUE HEREON: \$ _____

Date: _____, 19____

(reserved for recording data)

FOR VALUABLE CONSIDERATION, _____, Grantor, a _____ under the laws of _____, as Personal Representative of the Estate of _____, Decedent, single , married at the time of death, hereby conveys to _____, Grantee, a _____ under the laws of _____, real property in _____ County, Minnesota, described as follows:

(If more space is needed, continue on back)

together with all hereditaments and appurtenances belonging thereto.

By: _____ Its: _____

By: _____ Its: _____

STATE OF MINNESOTA } ss. COUNTY OF _____

MINNESOTA RULES 1983

2820.7300 FORMS FOR CONVEYANCES OF REAL ESTATE

2124

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

Notarial Stamp or Seal

Notary Public

_____, SPOUSE OF DECEDENT,
Name of Spouse CONSENTS TO THIS DEED.

STATE OF MINNESOTA

COUNTY OF _____

} ss. _____
Signature of Spouse

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

Notarial Stamp or Seal

Notary Public

THIS INSTRUMENT WAS
DRAFTED BY:

Statements for real estate taxes on
the real property described herein
should be sent to:

Statutory Authority: *MS s 507.09*

MINNESOTA RULES 1983

2125

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.7400

2820.7400 FORM 114: CORPORATE PERSONAL REPRESENTATIVE'S DEED TO JOINT TENANTS.

Form No. 114—Personal Representative's Deed

Minnesota Uniform Conveyancing Blanks (1978)

Corporate Personal Representative to Joint Tenants

No delinquent taxes; certificate of real estate value received; and transfer entered

on _____, 19____

_____ County Auditor

by _____ Deputy

(reserved for recording data)

STATE DEED TAX DUE HEREON: \$ _____

Date: _____, 19 ____

FOR VALUABLE CONSIDERATION, _____, Grantor, a _____ under the laws of _____, as Personal Representative of the Estate of _____, Decedent, single , married at the time of death, hereby conveys to _____, Grantees, as joint tenants, real property in _____ County, Minnesota, described as follows:

(If more space is needed, continue on back)

together with all hereditaments and appurtenances belonging thereto.

By: _____
Its: _____

STATE OF MINNESOTA }
COUNTY OF _____ } ss.

By: _____
Its: _____

MINNESOTA RULES 1983

2820.7400 FORMS FOR CONVEYANCES OF REAL ESTATE

2126

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

Notarial Stamp or Seal

Notary Public

_____, SPOUSE OF DECEDENT, CONSENTS TO THIS DEED.

Name of Spouse

STATE OF MINNESOTA

COUNTY OF _____

ss. Signature of Spouse

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

Notarial Stamp or Seal

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Statements for real estate taxes on the real property described herein should be sent to:

Statutory Authority: MS s 507.09