

PURCHASE AGREEMENT

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2022 Minnesota Association of REALTORS®, Minnetonka, MN

- 1. Date 11-3-22
- 2. Page 1

3. BUYER (S): Gerald Schwickerath
4. Janet Schwickerath

5. Buyer's earnest money in the amount of ONE THOUSAND AND NO/10
6. _____ Dollars (\$ 1,000.00)

7. shall be delivered to listing broker, or, if checked, to _____ no later than two (2) Business Days after Final Acceptance Date. Buyer and Seller agree that earnest money shall be deposited in the trust account of Earnest Money Holder as specified above within three (3) Business Days of receipt of the earnest money or Final Acceptance Date, whichever is later.

8. Said earnest money is part payment for the purchase of the property located at
9. Street Address: 33073 State Highway 65
10. City of Mcgregor, County of Aitkin, State of Minnesota, Zip Code 55760, legally described as SE SW LESS 1.84 ACS HWY SEC 5-46-23

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

12. REFRIGERATOR
13. Notwithstanding the foregoing, leased fixtures are not included.
14. Notwithstanding the foregoing, the following item(s) are excluded from the purchase:
15. _____

PURCHASE PRICE:

16. Seller has agreed to sell the Property to Buyer for the sum of (\$ 165,000.00)
17. ONE HUNDRED SIXTY FIVE AND NO/10 Dollars,
18. which Buyer agrees to pay in the following manner:

- 19. 1. 100 percent (%) of the sale price in **CASH**, or more in Buyer's sole discretion, including earnest money;
- 20. 2. 0 percent (%) of the sale price in **MORTGAGE FINANCING**. (See following Mortgage Financing section.)
- 21. 3. _____ percent (%) of the sale price by **ASSUMING** Seller's current mortgage. (See attached *Addendum to Purchase Agreement: Assumption Financing*.)
- 22. 4. _____ percent (%) of the sale price by **CONTRACT FOR DEED**. (See attached *Addendum to Purchase Agreement: Contract for Deed Financing*.)

CLOSING DATE:

23. The date of closing shall be ON OR B14 1-31-22



PURCHASE AGREEMENT

49. Page 2 Date _____

50. Property located at 33073 State Highway 65 Mcgregor MN 55760

MORTGAGE FINANCING:

51. This Purchase Agreement IS IS NOT subject to the mortgage financing provisions below. If IS, complete the
-----*(Check one.)*-----

52. **MORTGAGE FINANCING** section below. If IS NOT, proceed to the **SELLER’S CONTRIBUTIONS TO BUYER’S COSTS** section.

53. Such mortgage financing shall be: *(Check one.)*

54. **FIRST MORTGAGE only** **FIRST MORTGAGE AND SUBORDINATE FINANCING.**

55. Buyer shall apply for and secure, at Buyer’s expense, a: *(Check all that apply.)*

56. **CONVENTIONAL OR PRIVATELY INSURED CONVENTIONAL**

57. **DEPARTMENT OF VETERANS’ AFFAIRS (“DVA”) GUARANTEED**

58. **FEDERAL HOUSING ADMINISTRATION (“FHA”) INSURED**

59. **UNITED STATES DEPARTMENT OF AGRICULTURE (“USDA”) RURAL DEVELOPMENT**

60. **OTHER** _____

61. mortgage in the amount stated in this Purchase Agreement, amortized over a period of not more than
62. _____ years, with an initial interest rate at no more than _____ percent (%) per annum. The mortgage
63. application **IS TO BE MADE WITHIN FIVE (5) BUSINESS DAYS** after the Final Acceptance Date. Buyer agrees to
64. use best efforts to secure a commitment for such financing and to execute all documents required to consummate
65. said financing.

66. **MORTGAGE FINANCING CONTINGENCY:** This Purchase Agreement is contingent upon the following and applies
67. to the first mortgage and any subordinate financing. *(Check one.)*

68. If Buyer cannot secure the financing specified in this Purchase Agreement, and this Purchase Agreement does not
69. close on the closing date specified, this Purchase Agreement is canceled. Buyer and Seller shall immediately
70. sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be

71. **REFUNDED TO BUYER** **FORFEITED TO SELLER.**
-----*(Check one.)*-----

72. **NOTE:** If this Purchase Agreement is subject to DVA or FHA financing, **FORFEITED TO SELLER** may be prohibited.
73. See the following DVA and FHA Escape Clauses.

74. Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on
75. or before _____ .

76. For purposes of this Contingency, **“Written Statement”** means a Written Statement prepared by Buyer’s mortgage
77. originator(s) or lender(s) after the Final Acceptance Date that Buyer is approved for the loan(s) specified in this
78. Purchase Agreement, including both the first mortgage and any subordinate financing, if any, and stating that an
79. appraisal, satisfactory to the lender(s), has been completed and stating conditions required by lender(s) to close
80. the loan.

81. Upon delivery of the Written Statement to Seller, or licensee representing or assisting Seller, the obligation for
82. satisfying all conditions required by mortgage originator(s) or lender(s), except those conditions specified below,
83. are deemed accepted by Buyer:

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

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

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

PURCHASE AGREEMENT

90. Property located at 33073 State Highway 65 Mcgregor MN 55760

91. Upon delivery of the Written Statement, if this Purchase Agreement does not close on the stated closing date for
92. ANY REASON relating to financing, including, but not limited to interest rate and discount points, if any, then Seller
93. may, at Seller's option, declare this Purchase Agreement canceled, in which case this Purchase Agreement is
94. canceled. If Seller declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a
95. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to
96. be forfeited to Seller as liquidated damages. In the alternative, Seller may seek all other remedies allowed by law.

97. Notwithstanding the language in the preceding paragraph, Seller may not declare this Purchase Agreement
98. canceled if the reason this Purchase Agreement does not close was due to:

- 99. (a) Seller's failure to complete work orders to the extent required by this Purchase Agreement;
- 100. (b) Seller's failure to complete any other financing terms agreed to be completed by Seller here; or
- 101. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement, except
102. as specified in the contingency for sale and closing of Buyer's property.

103. If the Written Statement is not provided by the date specified on line 77, Seller may, at Seller's option, declare this
104. Purchase Agreement canceled by written notice to Buyer at any time prior to Seller receiving the Written Statement,
105. in which case this Purchase Agreement is canceled. In the event Seller declares this Purchase Agreement canceled,
106. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
107. directing all earnest money paid here to be **RETAINED BY SELLER** **REFUNDED TO BUYER.**
-----*(Check one.)*-----

108. If the Written Statement is not provided, and Seller has not previously canceled this Purchase Agreement, this
109. Purchase Agreement is canceled as of the closing date specified in this Purchase Agreement. Buyer and Seller
110. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest
111. money paid here to be **RETAINED BY SELLER** **REFUNDED TO BUYER.**
-----*(Check one.)*-----

112. **LOCKING OF MORTGAGE INTEREST RATE ("RATE"):** The Rate shall be locked with the lender(s) by Buyer:
113. *(Check one.)*

- 114. **WITHIN FIVE (5) BUSINESS DAYS OF FINAL ACCEPTANCE DATE; OR**
- 115. **AT ANY TIME PRIOR TO CLOSING OR AS REQUIRED BY LENDER(S).**

116. **LENDER COMMITMENT WORK ORDERS:** Seller agrees to pay up to \$ _____ to make
117. repairs as required by the lender commitment. If the lender commitment is subject to any work orders for which the
118. cost of making said repairs shall exceed this amount, Seller shall have the following options:

- 119. (a) making the necessary repairs; or
- 120. (b) negotiating the cost of making said repairs with Buyer; or
- 121. (c) declaring this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. Buyer and Seller
122. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest
123. money paid here to be refunded to Buyer, unless Buyer provides for payment of the cost of said repairs or escrow
124. amounts related thereto above the amount specified on line 116 of this Purchase Agreement.

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

126. **FHA ESCAPE CLAUSE (FHA Financing only):** "It is expressly agreed that, notwithstanding any other provisions
127. of this contract, the purchaser shall not be obligated to complete the purchase of the Property described here or to incur
128. any penalty by forfeiture of earnest money deposits or otherwise, unless the purchaser has been given in accordance
129. with the Department of Housing and Urban Development ("HUD")/FHA or DVA requirements a written statement by the
130. Federal Housing Commissioner, Department of Veterans' Affairs, or a Direct Endorsement lender setting forth the

131. appraised value of the Property as not less than \$ _____ .
(sale price)

132. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard
133. to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage
134. HUD will insure; HUD does not warrant the value nor the condition of the Property. The purchaser should satisfy himself/
135. herself that the price and condition of the Property are acceptable."

PURCHASE AGREEMENT

136. Page 4 Date _____

137. Property located at 33073 State Highway 65 Mcgregor MN 55760

138. LENDER PROCESSING FEES (FHA, DVA Financing Only): Seller agrees to pay Buyer's closing fees and miscellaneous processing fees which cannot be charged to Buyer, not to exceed \$ _____. This amount is in addition to Seller's Contributions to Buyer's Costs, if applicable.

141. DVA FUNDING FEE (DVA Financing only): Pursuant to federal regulations, a one-time Funding Fee based on loan amount must be paid at the closing of this transaction as follows:

143. _____ paid by Buyer [] AT CLOSING [] ADDED TO MORTGAGE AMOUNT (Check one.)

144. _____ paid by Seller

145. NOTE: DVA regulations limit the fees and charges Buyer can pay to obtain a DVA loan.

146. DEPARTMENT OF VETERANS' AFFAIRS ESCAPE CLAUSE (DVA Financing only): "It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the Property described here, if the contract purchase price or cost exceeds the reasonable value of this Property established by the Department of Veterans' Affairs. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of reasonable value established by the Department of Veterans' Affairs."

152. NOTE: Verify DVA requirements relating to payment of all special assessments levied and pending, and annual installments of special assessments certified to yearly taxes.

154. OTHER MORTGAGE FINANCING ITEMS: _____

155. _____

SELLER'S CONTRIBUTIONS TO BUYER'S COSTS:

157. Seller [] IS [X] IS NOT contributing to Buyer's costs. If answer is IS, Seller agrees to pay at closing, up to: (Check one.)

158. [] \$ _____

159. [] _____ percent (%) of the sale price

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

165. NOTE: The amount paid by Seller cannot exceed the maximum Seller contribution allowed by FHA, DVA, or lender. All funds paid by Seller on behalf of Buyer must be stated on the Closing Disclosure at closing.

INSPECTIONS:

168. Buyer has been made aware of the availability of Property inspections. Buyer [X] ELECTS [] DECLINES to have a Property inspection performed at Buyer's expense. (Check one.)

170. This Purchase Agreement [X] IS [] IS NOT contingent upon any inspection(s) of the Property obtained by Buyer to determine its condition, including any non-intrusive testing or any intrusive testing as allowed pursuant to this Purchase Agreement.

171. determine its condition, including any non-intrusive testing or any intrusive testing as allowed pursuant to this Purchase Agreement.

173. Any inspection(s) or test(s) shall be done by an inspector(s) or tester(s) of Buyer's choice. Buyer shall satisfy Buyer as to the qualifications of the inspector(s) or tester(s). For purposes of this Purchase Agreement, "intrusive testing" shall mean any testing, inspection(s), or investigation(s) that changes the Property from its original condition or otherwise damages the Property.

177. Seller [] DOES [X] DOES NOT agree to allow Buyer to perform intrusive testing or inspection(s). (Check one.)

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

PURCHASE AGREEMENT

180. Page 5 Date _____

181. Property located at 33073 State Highway 65 Mcgregor MN 55760

182. Seller will provide access to attic(s) and crawlspace(s).

183. Within _____ Calendar Days of Final Acceptance Date, all inspection(s), test(s), and resulting negotiations, if any, shall be done ("Inspection Period").

185. If this Purchase Agreement is contingent upon inspection, Buyer may cancel this Purchase Agreement based on the inspection(s) or test result(s) by providing written notice to Seller, or licensee representing or assisting Seller, of Buyer's intent to cancel no later than the end of the Inspection Period. If Buyer cancels this Purchase Agreement, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer. If Buyer does not cancel this Purchase Agreement before the end of the Inspection Period, then this Inspection Contingency shall be deemed removed and this Purchase Agreement shall be in full force and effect.

192. OTHER INSPECTION ITEMS:

193. _____
194. _____
195. _____

SALE OF BUYER'S PROPERTY:

196.
197. (Check one.)

198. [X] 1. This Purchase Agreement is subject to an Addendum to Purchase Agreement: Sale of Buyer's Property Contingency for the sale of Buyer's property. (If checked, see attached Addendum.)

200. OR

201. [] 2. This Purchase Agreement is contingent upon the successful closing on the Buyer's property located at _____, which is scheduled to close on _____ pursuant to a fully executed purchase agreement. If Buyer's property does not close by the closing date specified in this Purchase Agreement, this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer. The language in this paragraph supersedes any other provision to the contrary in any financing contingency made a part of this Purchase Agreement, if applicable.

209. OR

210. [] 3. Buyer represents that Buyer has the financial ability to perform on this Purchase Agreement without the sale and closing on any other property.

REAL ESTATE TAXES/SPECIAL ASSESSMENTS:

213. REAL ESTATE TAXES: Seller shall pay on the date of closing all real estate taxes due and payable in all prior years including all penalties and interest.

215. Buyer shall pay [X] PRORATED FROM DAY OF CLOSING [] ALL [] NONE [] _____/12ths OF real estate taxes due and payable in the year of closing. (Check one.)

217. Seller shall pay [X] PRORATED TO DAY OF CLOSING [] ALL [] NONE [] _____/12ths OF real estate taxes due and payable in the year of closing. (Check one.)

219. If the Property tax status is a part- or non-homestead classification in the year of closing, Seller [] SHALL [X] SHALL NOT pay the difference between the homestead and non-homestead. (Check one.)

221. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which is not otherwise here provided. No representations are made concerning the amount of subsequent real estate taxes.



PURCHASE AGREEMENT

223. Page 6 Date _____

224. Property located at 33073 State Highway 65 Mcgregor MN 55760

225. DEFERRED TAXES/SPECIAL ASSESSMENTS:

226. [] BUYER SHALL PAY [X] SELLER SHALL PAY on date of closing any deferred real estate taxes (e.g., Green Acres) or special assessments, payment of which is required as a result of the closing of this sale.

227. (Check one.)

228. [] BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING [X] SELLER SHALL PAY ON DATE OF CLOSING all installments of special assessments certified for payment, with the real estate taxes due and payable in the year of closing.

229. (Check one.)

231. [] BUYER SHALL ASSUME [X] SELLER SHALL PAY on date of closing all other special assessments levied as of the Date of this Purchase Agreement.

232. (Check one.)

233. [] BUYER SHALL ASSUME [X] SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as of the Date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's provision for payment shall be by payment into escrow of two (2) times the estimated amount of the assessments or less, as required by Buyer's lender.)

234. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of which is not otherwise here provided.

237. As of the Date of this Purchase Agreement, Seller represents that Seller [] HAS [X] HAS NOT received a notice regarding any new improvement project from any assessing authorities, the costs of which project may be assessed against the Property. Any such notice received by Seller after the Date of this Purchase Agreement and before closing shall be provided to Buyer immediately. If such notice is issued after the Date of this Purchase Agreement and on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide for the payment of, or assume the special assessments. In the absence of such agreement, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

239. (Check one.)

240. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed against the Property. Any such notice received by Seller after the Date of this Purchase Agreement and before closing shall be provided to Buyer immediately. If such notice is issued after the Date of this Purchase Agreement and on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide for the payment of, or assume the special assessments. In the absence of such agreement, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

249. ADDITIONAL PROVISIONS:

250. PREVIOUSLY EXECUTED PURCHASE AGREEMENT: This Purchase Agreement [] IS [X] IS NOT subject to cancellation of a previously executed purchase agreement dated _____.

251. (If answer is IS, said cancellation shall be obtained no later than _____.)

252. If said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

253. sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.)

256. DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a: (Check one.)

257. [] WARRANTY DEED [X] PERSONAL REPRESENTATIVE'S DEED [] CONTRACT FOR DEED [] TRUSTEE'S DEED

258. [] OTHER: _____ DEED joined in by spouse, if any, conveying marketable title, subject to

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

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

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

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

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

264. _____; and

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

266. _____



PURCHASE AGREEMENT

267. Page 7 Date _____

268. Property located at 33073 State Highway 65 Mcgregor MN 55760

269. **POSSESSION:** Seller shall deliver possession of the Property: (Check one.)

270. **IMMEDIATELY AFTER CLOSING;** or

271. **OTHER:** _____

272. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property
273. by possession date.

274. **LINKED DEVICES:** Seller warrants that Seller shall permanently disconnect or discontinue Seller's access or service
275. to any device or system on or serving the property that is connected or controlled wirelessly, via internet protocol ("IP")
276. to a router or gateway or directly to the cloud no later than delivery of possession as specified in this Purchase
277. Agreement.

278. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity, and
279. natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of
280. fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.

281. **TITLE AND EXAMINATION:** As quickly as reasonably possible after Final Acceptance Date:

282. (a) Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property, if
283. in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or
284. owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or
285. assisting Seller, upon cancellation of this Purchase Agreement; and

286. (b) Buyer shall obtain the title services determined necessary or desirable by Buyer or Buyer's lender, including
287. but not limited to title searches, title examinations, abstracting, a title insurance commitment, or an attorney's
288. title opinion at Buyer's selection and cost and provide a copy to Seller.

289. Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs
290. and fees necessary to convey marketable title including obtaining and recording all required documents, subject to
291. the following:

292. In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional thirty
293. (30) days to make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In
294. addition to the thirty (30)-day extension, Buyer and Seller may, by mutual agreement, further extend the closing
295. date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to
296. the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is
297. canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a
298. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to
299. be refunded to Buyer.

300. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land
301. owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller
302. warrants that the legal description of the real property to be conveyed has been or shall be approved for recording
303. as of the date of closing. Seller warrants that the buildings are or shall be constructed entirely within the boundary
304. lines of the Property. Seller warrants that there is a right of access to the Property from a public right-of-way.

305. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor, materials,
306. machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing in connection with
307. construction, alteration, or repair of any structure on, or improvement to, the Property.

308. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation
309. proceedings, or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller
310. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any
311. such notices received by Seller shall be provided to Buyer immediately. Discriminatory restrictive covenants (e.g.
312. provisions against conveyance of property to any person of a specified religious faith, creed, national origin, race, or
313. color) are illegal and unenforceable. An owner of real property may permanently remove such restrictive covenants
314. from the title by recording a statutory form in the office of the county recorder of any county where the property is located.

315. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage, or acreage of land or improvements provided
316. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of
317. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.

318. **ACCESS AGREEMENT:** Seller agrees to allow reasonable access to the Property for performance of any surveys or
319. inspections agreed to here.

PURCHASE AGREEMENT

320. Page 8 Date _____

321. Property located at 33073 State Highway 65 Mcgregor MN 55760
322. **RISK OF LOSS:** If there is any loss or damage to the Property between the Date of this Purchase Agreement and
323. the date of closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be
324. on Seller. If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement
325. is canceled, at Buyer's option, by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels
326. this Purchase Agreement, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming
327. said cancellation and directing all earnest money paid here to be refunded to Buyer.
328. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.
329. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (Calendar or Business Days as specified)
330. following the occurrence of the event specified and includes subsequent days (Calendar or Business Days as specified)
331. ending at 11:59 P.M. on the last day.
332. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state or federal holidays unless
333. stated elsewhere by the parties in writing.
334. **CALENDAR DAYS:** "Calendar Days" include Saturdays, Sundays, and state and federal holidays. For purposes of
335. this Agreement, any reference to "days" means "Calendar Days" unless otherwise required by law.
336. **RELEASE OF EARNEST MONEY:** Buyer and Seller agree that the Earnest Money Holder shall release earnest money
337. from the Earnest Money Holder's trust account:
338. (a) at or upon the successful closing of the Property;
339. (b) pursuant to written agreement between the parties, which may be reflected in a *Cancellation of Purchase*
340. *Agreement* executed by both Buyer and Seller;
341. (c) upon receipt of an affidavit of a cancellation under MN Statute 559.217; or
342. (d) upon receipt of a court order.
343. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any
344. payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and
345. Seller shall affirm the same by a written cancellation agreement.
346. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the provisions
347. of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable. If either Buyer or Seller defaults in any
348. of the agreements here or there exists an unfulfilled condition after the date specified for fulfillment, either party may
349. cancel this Purchase Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided here that this Purchase
350. Agreement is canceled, said language shall be deemed a provision authorizing a Declaratory Cancellation under MN
351. Statute 559.217, Subd. 4.
352. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages
353. for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific
354. performance, such action must be commenced within six (6) months after such right of action arises.
355. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender
356. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be obtained
357. by contacting the local law enforcement offices in the community where the Property is located or the Minnesota
358. Department of Corrections at (651) 361-7200, or from the Department of Corrections web site at
359. www.corr.state.mn.us.

360. **BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO**
361. **ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF**
362. **THIS PURCHASE AGREEMENT.**
363. BUYER HAS RECEIVED A: (Check any that apply.) **DISCLOSURE STATEMENT: SELLER'S PROPERTY**
364. **DISCLOSURE STATEMENT** OR A **DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES FORM.**
365. **DESCRIPTION OF PROPERTY CONDITION:** See *Disclosure Statement: Seller's Property Disclosure Statement* or
366. *Disclosure Statement: Seller's Disclosure Alternatives* for description of disclosure responsibilities and limitations, if
367. any.
368. **BUYER HAS RECEIVED THE INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY.**
369. **BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY**
370. **AND ITS CONTENTS.**

PURCHASE AGREEMENT

371. Page 9 Date _____

372. Property located at 33073 State Highway 65 Mcgregor MN 55760

373. (Check appropriate boxes.)

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

375. CITY SEWER [] YES [X] NO / CITY WATER [] YES [X] NO

376. SUBSURFACE SEWAGE TREATMENT SYSTEM

377. SELLER [X] DOES [] DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR (Check one.)

378. SERVING THE PROPERTY. (If answer is DOES, and the system does not require a state permit, see Disclosure Statement: Subsurface Sewage Treatment System.)

380. PRIVATE WELL

381. SELLER [X] DOES [] DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY. (Check one.)

382. (If answer is DOES and well is located on the Property, see Disclosure Statement: Well.)

383. THIS PURCHASE AGREEMENT [X] IS [] IS NOT SUBJECT TO AN ADDENDUM TO PURCHASE AGREEMENT: (Check one.)

384. SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.

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

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

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

392. [] A Home Protection/Warranty Plan will be obtained by [] BUYER [] SELLER and paid for by (Check one.)

393. [] BUYER [] SELLER to be issued by (Check one.)

394. at a cost not to exceed \$ _____ .

395. [X] No Home Protection/Warranty Plan is negotiated as part of this Purchase Agreement. However, Buyer may elect to purchase a Home Protection/Warranty Plan.

AGENCY NOTICE

398. Madeline Amala (Licensee) is [X] Seller's Agent [] Buyer's Agent [] Dual Agent [] Facilitator. (Check one.)

399. Re Max Results (Real Estate Company Name)

400. Betty E Christian (Licensee) is [] Seller's Agent [X] Buyer's Agent [] Dual Agent [] Facilitator. (Check one.)

401. Christian Realty North (Real Estate Company Name)

402. THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.

PURCHASE AGREEMENT

403. Page 10 Date _____

404. Property located at 33073 State Highway 65

Mcgregor

MN 55760

405. **DUAL AGENCY REPRESENTATION**

406. **PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:**

407. Dual Agency representation **DOES NOT** apply in this transaction. *Do not complete lines 408-424.*

408. Dual Agency representation **DOES** apply in this transaction. *Complete the disclosure in lines 409-424.*

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

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

417. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and

418. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of
419. the sale.

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

422. Seller _____ Buyer _____

423. Seller _____ Buyer _____

424. Date _____ Date _____

425. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the
426. cash outlay at closing or reduce the proceeds from the sale.

427. **SETTLEMENT STATEMENT:** Buyer and Seller authorize the title company, escrow agent, and/or their representatives
428. to disclose and provide copies of the disbursing agent's settlement statement to the real estate licensees involved
429. in the transaction at the time these documents are provided to Buyer and Seller.

430. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
431. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold
432. tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller
433. agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

434. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same
435. is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive
436. the closing and delivery of the deed.

437. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement
438. reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer
439. identification numbers or Social Security numbers.

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



PURCHASE AGREEMENT

444. Page 11 Date _____

445. Property located at 33073 State Highway 65 Mcgregor MN 55760

446. **FULLY EXECUTED PURCHASE AGREEMENT AND FINAL ACCEPTANCE:** To be binding, this Purchase Agreement
447. and all addenda must be fully executed by both parties and a copy must be delivered.

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

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

456. **SURVIVAL:** All warranties specified in this Purchase Agreement shall survive the delivery of the deed or contract
457. for deed.

458. **DATE OF THIS PURCHASE AGREEMENT:** Date of this Purchase Agreement to be defined as the date on line one
459. (1) of this Purchase Agreement.

460. **OTHER:**

461. SELLER TO REMOVE MOBILE HOME, ALL OLD CARS,
462. ALL PROPERTY IN GARAGES & SHEDS, & PROPERTY

463. _____
464. SELLER TO REMOVE ALL APPLIANCE (EXCEPT FRIDGE)
465. & FURNITURE + ANY OTHER PERSONAL PROPERTY IN
466. HOME + BASEMENT,

467. _____
468. ALL AT SELLERS EXPENSE PRIOR TO CLOSING.

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

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

- 472. Addendum to Purchase Agreement
- 473. Addendum to Purchase Agreement: Additional Signatures
- 474. Addendum to Purchase Agreement: Assumption Financing
- 475. Addendum to Purchase Agreement: Buyer Move-In Agreement
- 476. Addendum to Purchase Agreement: Buyer Purchasing "As Is" and Limitation of Seller Liability
- 477. Addendum to Purchase Agreement: Condominium/Townhouse/Cooperative Common Interest Community ("CIC")
- 478. _____
- 479. Addendum to Purchase Agreement: Contract for Deed Financing
- 480. Addendum to Purchase Agreement: Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards
- 481. _____
- 482. Addendum to Purchase Agreement: Sale of Buyer's Property Contingency
- 483. Addendum to Purchase Agreement: Seller's Rent Back Agreement
- 484. Addendum to Purchase Agreement: Seller's Purchase/Lease Contingency
- 485. Addendum to Purchase Agreement: Short Sale Contingency
- 486. Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Water Inspection Contingency
- 487. Other: _____

PURCHASE AGREEMENT

488. Page 12 Date _____

489. Property located at 33073 State Highway 65 Mcgregor MN 55760

490. I agree to sell the Property for the price and on the
491. terms and conditions set forth above.

492. **I have reviewed all pages of this Purchase
493. Agreement.**

I agree to purchase the Property for the price and on
the terms and conditions set forth above.

**I have reviewed all pages of this Purchase
Agreement.**

494. If checked, this Purchase Agreement is subject to
495. attached Addendum to Purchase Agreement:
496. Counteroffer and the Final Acceptance Date shall be
497. noted on the Addendum.

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

500. non-resident alien individual, foreign corporation, foreign
501. partnership, foreign trust, or foreign estate for purposes of
502. income taxation. (See lines 430-443.) This representation
503. and warranty shall survive the closing of the transaction
504. and the delivery of the deed.

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

X Gerald R Schwickkerath 11/03/22
(Buyer's Signature) (Date)

506. X _____
(Seller's Printed Name)

X Gerald Schwickkerath
(Buyer's Printed Name)

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

X Janet C Schwickkerath 11/03/22
(Buyer's Signature) (Date)

508. X _____
(Seller's Printed Name)

X Janet Schwickkerath
(Buyer's Printed Name)

509. **FINAL ACCEPTANCE DATE:** _____ The Final Acceptance Date
510. is the date on which the fully executed Purchase Agreement is delivered.

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

513. **I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE DISCLOSURE**
514. **STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT,**
515. **WHICH IS AN OPTIONAL, VOLUNTARY AGREEMENT SEPARATE FROM THIS PURCHASE AGREEMENT.**

516. SELLER(S) _____

BUYER(S) Gerald R Schwickkerath

517. SELLER(S) _____

BUYER(S) Janet C Schwickkerath

WIRE FRAUD ALERT



Internet fraud — the use of Internet services or software with Internet access to defraud victims — is on the rise in real estate transactions.

THESE SOPHISTICATED CRIMINALS COULD:

- **HACK INTO YOUR E-MAIL ACCOUNT** or the e-mail of others involved in your real estate transaction and may direct you to wire money to the hacker's account.
- **SEND FRAUDULENT E-MAILS** that appear to be from your real estate licensee, lender, or closing agent.
- **CALL YOU** claiming they have revised wiring instructions.

Buyers/Tenants and Sellers/Owners are advised to:

- (1) Never wire funds without confirming the wiring instructions directly with the intended recipient.
- (2) Verify that the contact information for the wire transfer recipient is legitimate by calling a known phone number for the broker or closing agent. Do not rely on the information given to you in an e-mail communication.
- (3) Never send personal information through unsecured/unencrypted e-mail.

If you suspect wire fraud in your transaction:

- (1) Immediately notify your bank, closing agent, and real estate licensee.
- (2) File a complaint online at the Internet Crime Complaint Center (IC3) at <http://www.ic3.gov>.

The undersigned acknowledge receipt of this wire fraud alert and understand the importance of taking proactive measures to avoid being a victim of wire fraud in a real estate transaction.

Dorothy R. Schwickerath 11/03/22
(Signature) (Date)

Janet E. Schwickerath 11/03/22
(Signature) (Date)

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.
© 2018 Minnesota Association of REALTORS®, Edina, MN

**ADDENDUM TO PURCHASE AGREEMENT:
SALE OF BUYER'S PROPERTY
CONTINGENCY**

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2021 Minnesota Association of REALTORS®, Minnetonka, MN

1. Date 11-3-22
2. Page 1

3. Addendum to Purchase Agreement between parties, dated 11-3-22
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at
5. 33073 State Highway 65 Mcgregor MN 55760

6. This Purchase Agreement is contingent upon Buyer entering into a valid purchase agreement for the sale of
7. Buyer's property located at 14769 472nd St. Tamarack Mn 55787

8. Buyer's property **Is Currently Listed** **Will Be Listed Within** 11-3-22 **days** with
(Check one.)

9. Christian Realty North, broker.

10. Seller shall have the right to continue to offer the Property for sale until this Contingency is removed.

11. **Seller's Right to Demand Removal of Contingency:** Seller may demand removal of this Contingency at any time.

12. To demand removal of this Contingency, Seller, or licensee representing or assisting Seller, shall deliver to Buyer, or
13. licensee representing or assisting Buyer, written notice demanding removal of this Contingency.

14. **Buyer Removal of Contingency:** To remove this Contingency, Buyer, or licensee representing or assisting Buyer, shall

15. deliver to Seller, or licensee representing or assisting Seller, at any time, but not later than 7 Business

16. Days of receipt of a written notice from Seller, a true copy of a valid, fully signed purchase agreement for the sale

17. of Buyer's property that is not contingent upon anything other than financing and that has a closing date not later

18. than the closing date in this Purchase Agreement. If Buyer enters into a valid purchase agreement for the sale of

19. Buyer's property, as defined here, Buyer shall remove this Contingency as specified in this Addendum.

20. Buyer shall have until 11:59 p.m. on the final Business Day referred to on line 15 to remove this Contingency.

21. **Closing of Buyer's Property:** If Buyer removes this Contingency for the sale of Buyer's property, this Purchase

22. Agreement becomes contingent upon successful closing on the Buyer's property. If Buyer's property does not

23. close on or before the closing date in this Purchase Agreement, this Purchase Agreement is canceled. Buyer and

24. Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all

25. earnest money paid here to be refunded to Buyer. The language in this paragraph supersedes any other provision to

26. the contrary in any financing contingency made a part of this Purchase Agreement, if any.

27. **Failure to Remove Contingency:** If Seller demands removal, and Buyer does not timely remove this Contingency, this

28. Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement*

29. confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

30. If neither party timely removes this Contingency, and this Purchase Agreement does not close on or before the closing

31. date specified, this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of*

32. *Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

33. In the event there is more than one Buyer or Seller, the parties agree that any one Buyer may remove the Contingency

34. as specified here and any one Seller may demand removal of this Contingency.

35. **OTHER:**

36. _____

37. _____ (Seller) _____ (Date) Mauro R Schirkeuth (Buyer) 11/03/22 (Date)

38. _____ (Seller) _____ (Date) Janet E. Schirkeuth (Buyer) 11/03/22 (Date)

39. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**

40. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

**ADDENDUM TO PURCHASE AGREEMENT:
SUBSURFACE SEWAGE TREATMENT
SYSTEM AND WELL WATER INSPECTION
CONTINGENCY**

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2022 Minnesota Association of REALTORS®, Minnetonka, MN

1. Date 11-3-22
2. Page 1

3. Addendum to Purchase Agreement between parties, dated 11-3-22
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at
5. 33073 State Highway 65 Mcgregor MN 55760

6. Seller has previously disclosed that a subsurface sewage treatment system and/or private well exists on, or serves,
7. the Property. This Purchase Agreement is contingent upon inspection(s) of the subsurface sewage treatment system
8. and/or private well to determine the condition or status of the following checked items.

9. If the appropriate test(s)/inspection(s) checked below are not done and results provided within the time specified,
10. or waived in writing by Buyer, then the party not responsible for obtaining the test/inspection may declare this Purchase
11. Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which
12. case this Purchase Agreement is canceled. If the party declares this Purchase Agreement canceled, Buyer and Seller
13. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest
14. money paid here to be refunded to Buyer.

15. (Check all that apply.)

16. **SUBSURFACE SEWAGE TREATMENT SYSTEM:**

17. All test(s)/inspection(s) shall be done and results provided to Buyer within 15 Calendar Days of Final
18. Acceptance Date of this Purchase Agreement.

19. **BUYER** **SELLER** AGREES TO OBTAIN (AND PROVIDE TO BUYER) A LICENSED INSPECTOR'S SEPTIC
20. ------(Check one.)-----
21. SYSTEM INSPECTION REPORT OR NOTICE INDICATING IF THE SYSTEM COMPLIES WITH APPLICABLE
22. REGULATIONS WITHIN THE TIME SPECIFIED ABOVE.

22. **NOTICE: A VALID CERTIFICATE OF COMPLIANCE FOR THE SYSTEM SHALL SATISFY THIS OBLIGATION.**

23. If the inspection report indicates that the subsurface sewage treatment system is not in compliance with applicable
24. regulations, then the parties may agree in writing on or before the date of closing, to negotiate an allocation between
25. Buyer and Seller of those costs necessary to bring the subsurface sewage treatment system into compliance
26. with applicable regulations.

27. In the absence of such agreement, either party may declare this Purchase Agreement canceled by written notice
28. to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement
29. is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign
30. a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here
31. to be refunded to Buyer.

32. **OTHER:**

33. Seller to abandon Old non conforming Septic system prior to closing.

34.

35.

36.

37.

**ADDENDUM TO PURCHASE AGREEMENT:
SUBSURFACE SEWAGE TREATMENT
SYSTEM AND WELL WATER INSPECTION
CONTINGENCY**

38. Page 2

39. Property located at 33073 State Highway 65 Mcgregor MN 55760

40. **PRIVATE WELL:**

41. All test(s)/inspection(s) shall be done and results provided to Buyer within 15 Calendar Days of Final
42. Acceptance Date of this Purchase Agreement.

43. **BUYER** **SELLER** AGREES TO OBTAIN (AND PROVIDE TO BUYER) A WATER QUALITY TEST WITHIN
44. -----*(Check one.)*-----
THE TIME SPECIFIED ABOVE.

45. If the water quality test results show the water is not potable or otherwise not in compliance with governmental
46. water quality standards, then the parties may agree in writing, on or before the date of closing, to negotiate an
47. allocation between Buyer and Seller of those costs necessary to bring the water into potable condition and into
48. compliance with governmental water quality standards.

49. In the absence of such agreement, either party may declare this Purchase Agreement canceled by written notice
50. to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is
51. canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a
52. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to
53. be refunded to Buyer.

54. **OTHER:**

55. _____
56. _____
57. _____
58. _____
59. _____

60. _____ Herold R Schwickert 11/03/22
(Seller) (Date) (Buyer) (Date)

61. _____ Joan E Schwickert 11/03/22
(Seller) (Date) (Buyer) (Date)

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

MN:APA:SSTSWWIC-2 (8/22)





DISCLOSURE STATEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2021 Minnesota Association of REALTORS®, Minnetonka, MN

- 1. Date October 12, 2022
- 2. Page 1 of _____ pages:
- 3. THE REQUIRED MAP IS ATTACHED AND MADE A
- 4. PART OF THIS DISCLOSURE

5. Property located at 33073 State Hwy 65 ,
 6. City of McGregor , County of Aitkin ,
 7. State of Minnesota, Zip Code 55760 , legally described as follows or on attached sheet:

8. _____ (“Property”).
 9. This disclosure is not a warranty of any kind by Seller(s) or any licensee(s) representing or assisting any party(ies) in
 10. this transaction, and is not a substitute for any inspections or warranties the party(ies) may wish to obtain.

11. **BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE**
 12. **SUBSURFACE SEWAGE TREATMENT SYSTEM AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A**
 13. **CONTRACT BETWEEN BUYER(S) AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTION/**
 14. **DEFECTS.**

15. **SELLER’S INFORMATION:** The following Seller disclosure satisfies MN Statutes Chapter 115.55. Seller discloses
 16. the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on
 17. this information in deciding whether and on what terms to purchase the Property. The Seller(s) authorizes any
 18. licensee(s) representing or assisting any party(ies) in this transaction to provide a copy of this statement to any person
 19. or entity in connection with any actual or anticipated sale of the Property.

20. Unless Buyer and Seller agree to the contrary in writing before the closing of the sale, a Seller who fails to disclose
 21. the existence or known status of a subsurface sewage treatment system at the time of sale, and who knew or had
 22. reason to know of the existence or known status of the system, is liable to Buyer for costs relating to bringing the
 23. system into compliance with subsurface sewage treatment system rules and for reasonable attorney fees for collection
 24. of costs from Seller. An action under this subdivision must be commenced within two years after the date on which
 25. Buyer closed the purchase of the real property where the system is located.

26. Legal requirements exist relating to various aspects of location and status of subsurface sewage treatment systems.
 27. Buyer is advised to contact the local unit(s) of government, state agency, or qualified professional which regulates
 28. subsurface sewage treatment systems for further information about these issues.

29. The following are representations made by Seller(s) to the extent of Seller(s) actual knowledge. This information is a
 30. disclosure and is not intended to be part of any contract between Buyer and Seller.

31. **SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:** *(Check the appropriate boxes.)*

32. Seller certifies that the following subsurface sewage treatment system is on or serving the above-described Property.

33. TYPE: *(Check appropriate box(es) and indicate location on attached Disclosure Statement: Location Map.)*

34. Septic Tank: with drain field with mound system seepage tank with open end
 35. Is this system a straight-pipe system? Yes No Unknown

36. Sealed System (holding tank)
 37. Other (Describe.): _____

38. Is the subsurface sewage treatment system(s) currently in use? Yes No

39. Is the above-described Property served by a subsurface sewage treatment system
 40. located entirely within the Property boundary lines, including setback requirements? Yes No

41. If "No," please explain:

42.

43. Comments:

44.

DISCLOSURE STATEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM

45. Page 2

46. Property located at 33073 State Hwy 65 McGregor MN 55760

47. Is the subsurface sewage treatment system(s) a shared system? Yes No

48. If "Yes,"

49. (1) How many properties or residences does the subsurface sewage treatment system serve?

50. 2

51. (2) Is there a maintenance agreement for the shared subsurface sewage treatment system? Yes No

52. If "Yes," what is the annual maintenance fee? \$ _____

53. **NOTE: If any water use appliance, bedroom, or bathroom has been added to the Property, the system may**
54. **no longer comply with applicable sewage treatment system laws and rules.**

55. Seller or transferor shall disclose to Buyer or transferee what Seller or transferor has knowledge of relative to the
56. compliance status of the subsurface sewage treatment system.

57.
58.

59. Any previous inspection report in Seller's possession must be attached to this Disclosure Statement.

60. When was the subsurface sewage treatment system installed? _____

61. Installer Name/Phone _____

62. Where is tank located? _____

63. What is tank size? _____

64. When was tank last pumped? _____

65. How often is tank pumped? _____

66. Where is the drain field located? _____

67. What is the drain field size? _____

68. Describe work performed to the subsurface sewage treatment system since you have owned the Property.

69.
70.

71. Date work performed/by whom: _____

72. _____

73. Approximate number of:

74. people using the subsurface sewage treatment system 0

75. showers/baths taken per week 0

76. wash loads per week 0

77. **NOTE: Changes in the number of people using the subsurface sewage treatment system or volume of water**
78. **used may affect the subsurface sewage treatment system performance.**

79. Distance between well and subsurface sewage treatment system? _____

80. Have you received any notices from any government agencies relating to the subsurface sewage treatment system?

81. (If "Yes," see attached notice.)

Yes No

82. Are there any known defects in the subsurface sewage treatment system?

Yes No

83. If "Yes," please explain:

84.
85.

**DISCLOSURE STATEMENT: SUBSURFACE
SEWAGE TREATMENT SYSTEM**

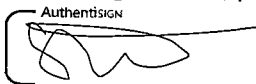
86. Page 3

87. Property located at 33073 State Hwy 65 McGregor MN 55760

88. **SELLER'S STATEMENT:** *(To be signed at time of listing.)*

89. Seller(s) hereby states the facts as stated above are true and accurate and authorizes any licensee(s) representing or
90. assisting any party(ies) in this transaction to provide a copy of this Disclosure Statement to any person or entity in
91. connection with any actual or anticipated sale of the Property. A seller may provide this Disclosure Statement to a
92. real estate licensee representing or assisting a prospective buyer. The Disclosure Statement provided to the real
93. estate licensee representing or assisting a prospective buyer is considered to have been provided to the prospective
94. buyer. If this Disclosure Statement is provided to the real estate licensee representing or assisting the prospective
95. buyer, the real estate licensee must provide a copy to the prospective buyer.

96. **Seller is obligated to continue to notify Buyer in writing of any facts that differ from the facts disclosed here**
97. **(new or changed) of which Seller is aware that could adversely and significantly affect the Buyer's use or**
98. **enjoyment of the Property or any intended use of the Property that occur up to the time of closing.** To disclose
99. new or changed facts, please use the *Amendment to Disclosure Statement* form.

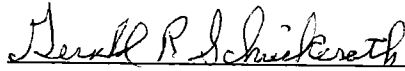
Authentisign



10/12/2022

100. _____
(Seller) (Date) (Seller) (Date)

101. **BUYER'S ACKNOWLEDGEMENT:** *(To be signed at time of purchase agreement.)*

102. I/We, the Buyer(s) of the Property, acknowledge receipt of this *Disclosure Statement: Subsurface Sewage Treatment*
103. *System and Disclosure Statement: Location Map* and agree that no representations regarding facts have been made
104. other than those made above.

 11/03/22
(Buyer) (Date)

 11/03/22
(Buyer) (Date)

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



DISCLOSURE STATEMENT: WELL

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2022 Minnesota Association of REALTORS®, Minnetonka, MN

- 1. Date October 12 2022
2. Page 1 of 3 pages: THE REQUIRED MAP
3. IS ATTACHED HERE AND MADE A PART OF THIS
4. DISCLOSURE

5. Minnesota Statute 1031.235 requires that, before signing an agreement to sell or transfer real property, Seller must disclose information in writing to Buyer about the status and location of all known wells on the property. This requirement is satisfied by delivering to Buyer either a statement by Seller that Seller does not know of any wells on the property, or a disclosure statement indicating the legal description and county, and a map showing the location of each well. In the disclosure statement Seller must indicate, for each well, whether the well is in use, not in use or sealed. Unless Buyer and Seller agree to the contrary in writing, before the closing of the sale, a Seller who fails to disclose the existence or known status of a well at the time of sale, and knew or had reason to know of the existence or known status of the well, is liable to Buyer for costs relating to sealing of the well and reasonable attorneys' fees for collection of costs from Seller, if the action is commenced within six years after the date Buyer closed the purchase of the real property where the well is located. Legal requirements exist relating to various aspects of location and status of wells. Buyer is advised to contact the local unit(s) of government, state agency, or qualified professional which regulates wells for further information about these issues. For additional information on wells, please visit the Minnesota Department of Health's website at www.health.state.mn.us.

19. Instructions for completion of this form are on page three (3).

20. PROPERTY DESCRIPTION: Street Address: 33073 State Hwy 65
21. City of McGregor, County of Aitkin
22. State of Minnesota, Zip Code 55760

23. LEGAL DESCRIPTION: Southeast Quarter of Southwest Quarter, section 5, Township Forty-Six
24. Range Twenty-Three, Aitkin County, Minnesota
25. ("Property").

26. WELL DISCLOSURE STATEMENT: (Check appropriate boxes.)

27. Seller certifies that the following wells are located on the above-described real Property.

Table with 9 columns: Well No., Well Depth, Year of Const., Well Type, IN USE, NOT IN USE, SHARED, SEALED. Rows for Well 1, Well 2, Well 3.

33. Is this property served by a well not located on the Property? Yes No

34. If "Yes," please explain:
35.

36. NOTE: See definition of terms "IN USE," "NOT IN USE," and "SEALED" on lines 87-97. If a well is not in use, it must be sealed by a licensed well contractor or a well owner must obtain a maintenance permit from the Minnesota Department of Health and pay an annual maintenance fee. Maintenance permits are not transferable. If a well is operable and properly maintained, a maintenance permit is not required.

40. If the well is, "Shared":

41. (1) How many properties or residences does the shared well serve?

42. (2) Who manages the shared well?

43. (3) Is there a maintenance agreement for the shared well? Yes No

44. If "Yes," what is the annual maintenance fee? \$



DISCLOSURE STATEMENT: WELL

46. Property located at 33073 State Hwy 65 McGregor MN 55760

47. **OTHER WELL INFORMATION:**

48. Date well water last tested for contaminants: _____ Test results attached? Yes No

49. Contaminated Well: Is there a well on the Property containing contaminated water? Yes No

50. Comments:

- 51.
- 52.
- 53.
- 54.
- 55.
- 56.

57. **SEALED WELL INFORMATION:** For each well designated as sealed above, complete this section.

58. When was the well sealed? _____

59. Who sealed the well? _____

60. Was a Sealed Well Report filed with the Minnesota Department of Health? Yes No

61. **MAP: Complete the attached *Disclosure Statement: Location Map* showing the location of each well on the real Property.**

63. This disclosure is not a warranty of any kind by Seller(s) or any licensee(s) representing or assisting any part(/ies) in this transaction and is not a substitute for any inspections or warranties the party(ies) may wish to obtain.

65. **INSTRUCTIONS FOR COMPLETING THE WELL DISCLOSURE STATEMENT**

66. **DEFINITION:** A "well" means an excavation that is drilled, cored, bored, washed, driven, dug, jetted, or otherwise constructed if the excavation is intended for the location, diversion, artificial recharge, or acquisition of groundwater.

68. **MINNESOTA UNIQUE WELL NUMBER:** All new wells constructed AFTER January 1, 1975, should have been assigned a Minnesota unique well number by the person constructing the well. If the well was constructed after this date, you should have the unique well number in your property records. If you are unable to locate your unique well number and the well was constructed AFTER January 1, 1975, contact your well contractor. If no unique well number is available, please indicate the depth and year of construction for each well.

73. **WELL TYPE:** Use one of the following terms to describe the well type.

74. **WATER WELL:** A water well is any type of well used to extract groundwater for private or public use.
 75. Examples of water wells are: domestic wells, drive-point wells, dug wells, remedial wells, and municipal wells.
 76.

77. **IRRIGATION WELL:** An irrigation well is a well used to irrigate agricultural lands. These are typically large-diameter wells connected to a large pressure distribution system.
 78.

79. **MONITORING WELL:** A monitoring well is a well used to monitor groundwater contamination. The well is typically used to access groundwater for the extraction of samples.
 80.

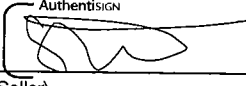
81. **DEWATERING WELL:** A dewatering well is a well used to lower groundwater levels to allow for construction or use of underground spaces.
 82.

83. **INDUSTRIAL/COMMERCIAL WELL:** An industrial/commercial well is a nonpotable well used to extract groundwater for any nonpotable use, including groundwater thermal exchange wells (heat pumps and heat loops).
 84.
 85.

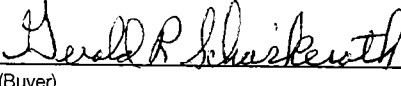

DISCLOSURE STATEMENT: WELL

- 87. **WELL USE STATUS:** Indicate the use status of each well. CHECK ONLY ONE (1) BOX PER WELL.
- 88. **IN USE:** A well is "in use" if the well is operated on a daily, regular, or seasonal basis. A well in use includes
- 89. a well that operates for the purpose of irrigation, fire protection, or emergency pumping.
- 90. **NOT IN USE:** A well is "not in use" if the well does not meet the definition of "in use" above and has not
- 91. been sealed by a licensed well contractor.
- 92. **SEALED:** A well is "sealed" if a licensed contractor has completely filled a well by pumping grout material
- 93. throughout the entire bore hole after removal of any obstructions from the well. A well is "capped" if it has
- 94. a metal or plastic cap or cover which is threaded, bolted or welded into the top of the well to prevent entry
- 95. into the well. A "capped" well is not a "sealed" well.
- 96. If the well has been sealed by someone other than a licensed well contractor or a licensed well sealing
- 97. contractor, check the well status as "not in use."
- 98. If you have any questions, please contact the Minnesota Department of Health, Well Management Section,
- 99. at (651) 201-4587 (metropolitan Minneapolis-St. Paul) or 1-800-383-9808 (greater Minnesota).

- 100. **SELLER'S STATEMENT:** *(To be signed at time of listing.)*
- 101. Seller(s) hereby states that the facts as stated above are true and accurate and authorizes any licensee(s) representing
- 102. or assisting any party(ies) in this transaction to provide a copy of this Disclosure Statement to any person or entity
- 103. in connection with any actual or anticipated sale of the Property. A seller may provide this Disclosure Statement to
- 104. a real estate licensee representing or assisting a prospective buyer. The Disclosure Statement provided to the real
- 105. estate licensee representing or assisting a prospective buyer is considered to have been provided to the prospective
- 106. buyer. If this Disclosure Statement is provided to the real estate licensee representing or assisting the prospective
- 107. buyer, the real estate licensee must provide a copy to the prospective buyer.
- 108. **Seller is obligated to continue to notify Buyer in writing of any facts that differ from the facts disclosed here**
- 109. **(new or changed) of which Seller is aware that could adversely and significantly affect the Buyer's use or**
- 110. **enjoyment of the Property or any intended use of the Property that occur up to the time of closing.** To disclose
- 111. new or changed facts, please use the *Amendment to Disclosure Statement* form.

112.  10/12/2022 _____
 (Seller) (Date) (Seller) (Date)

- 113. **BUYER'S ACKNOWLEDGEMENT:** *(To be signed at time of purchase agreement.)*
- 114. I/We, the Buyer(s) of the Property, acknowledge receipt of this *Disclosure Statement: Well and Disclosure Statement:*
- 115. *Location Map* and agree that no representations regarding facts have been made other than those made above.

116.  11/03/22 _____  11/03/22 _____
 (Buyer) (Date) (Buyer) (Date)

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



**RE/MAX
RESULTS**

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

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2020 Minnesota Association of REALTORS®, Edina, MN

- 1. Date October 12th, 2022
- 2. Page 1

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


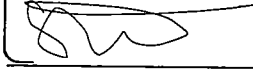
6. Addendum to Purchase Agreement between parties, dated _____
 7. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at
 8. 33073 State Hwy 65 McGregor MN 55760

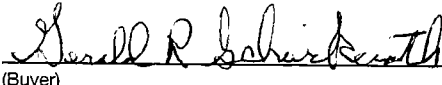
9. Limitation of Seller Liability: The Property is being sold in its existing condition. Buyer acknowledges that the Property, including all improvements, is being sold on an "As-Is" and "Where-Is" basis, with all existing faults. Prior to closing, Buyer will make such inspections of the Property as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

14. The "Risk of Loss" provisions of the Purchase Agreement shall remain unmodified by this Addendum.

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


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

25.  
 _____ 10/12/2022
 (Seller) (Date)

 11/03/22

 (Buyer) (Date)

26. _____
 (Seller) (Date)

 11/03/22

 (Buyer) (Date)

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

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

This form approved by the Minnesota Association of REALTORS®,
which disclaims any liability arising out of use or misuse of this form.
© 2020 Minnesota Association of REALTORS®, Edina, MN

1. Date 11-3-22

2. Page 1

3. Addendum to Purchase Agreement between parties, dated 11-3-22
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at
5. 33073 State Highway 65 Mcgregor MN 55760

6. Lead Warning Statement

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

15. Seller's Disclosure (Check one.)

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

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

21. _____
22. _____
23. _____

24. Buyer's Acknowledgment

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

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

27. Buyer has: *(Check one.)*

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

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

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

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

35. Agreement.

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

36. Page 2

37. Property located at 33073 State Highway 65 Mcgregor MN 55760

38. This contingency shall be deemed removed, and the Purchase Agreement shall be in full force and effect,
39. unless Buyer or real estate licensee representing or assisting Buyer delivers to Seller or real estate licensee
40. representing or assisting Seller, within three (3) Calendar Days after the assessment or inspection is timely
41. completed, a written list of the specific deficiencies and the corrections required, together with a copy of any risk
42. assessment or inspection report. If Buyer and Seller have not agreed in writing within three (3) Calendar Days
43. after delivery of the written list of required corrections that:
44. (A) some or all of the required corrections will be made; or
45. (B) Buyer waives the deficiencies; or
46. (C) an adjustment to the purchase price will be made;
47. this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase*
48. *Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer. It is
49. understood that Buyer may unilaterally waive deficiencies or defects, or remove this contingency, providing that
50. Buyer or real estate licensee representing or assisting Buyer notifies Seller or real estate licensee representing or
51. assisting Seller of the waiver or removal, in writing, within the time specified.

52. **Real Estate Licensee's Acknowledgment**

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

55. **Certification of Accuracy**

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

58. _____
(Seller) (Date)

Harold R Schickenth 11/03/22
(Buyer) (Date)

59. _____
(Seller) (Date)

Janet C Acknowledgment 11/03/22
(Buyer) (Date)

60. _____
(Real Estate Licensee) (Date)

Betty E Christman 11/3/22
(Real Estate Licensee) (Date)

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

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2019 Minnesota Association of REALTORS®, Edina, MN

1. Page 1

2. **ARBITRATION DISCLOSURE**

3. You have the right to choose whether to have any disputes about disclosure of material facts affecting the use or
4. enjoyment of the property that you are buying or selling decided by binding arbitration or by a court of law. By agreeing
5. to binding arbitration, **you give up your right to go to court for claims over \$15,000.**

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

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

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

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

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

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

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

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

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

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

**DISCLOSURE STATEMENT: ARBITRATION
DISCLOSURE AND RESIDENTIAL REAL
PROPERTY ARBITRATION AGREEMENT**
50. Page 2

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

53. **RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT**

54. For the property located at 33073 State Highway 65

55. City of Mcgregor, County of Aitkin

56. State of Minnesota, Zip Code 55760

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

68. _____
(Seller's Signature) (Date) (Buyer's Signature) (Date)

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

70. _____
(Seller's Signature) (Date) (Buyer's Signature) (Date)

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

72. _____
(Licensee Representing or Assisting Seller) (Date) (Licensee Representing or Assisting Buyer) (Date)

73. _____
(Company Name) Christian Realty North
(Company Name)

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