

**Minnesota Urban and Rural Homesteading Program
CONTRACT FOR DEED**

THIS CONTRACT FOR DEED is made and entered into on the ____ day of _____, 20____ by _____, a _____ under the laws of the State of _____ ("Seller"), and _____, (whether one or more "Purchasers") as joint tenants if Purchasers consist of two or more individuals.

Seller and Purchasers agree to the following terms:

1. **PROPERTY DESCRIPTION.** Seller hereby sells, and Purchasers hereby buy, real property located in the County of _____, State of Minnesota, legally described as follows:

together with all present improvements situated thereon and all hereditaments and appurtenances belonging thereto (the "Property").

Unless otherwise specified herein, Seller hereby delivers possession of the Property to Purchasers on the date hereof.

2. **TITLE.** Seller warrants that as of the date of this Contract for Deed the title to the Property is subject only to the following exceptions.
 - A. That certain Declaration of Covenants, Conditions and Restrictions executed by Seller, dated the _____ day of _____, 20____, and filed in the Office of the _____ in and for the County of _____, State of Minnesota on the _____ day of _____, 20____, as Document No. _____ (“Declaration of Covenants, Conditions and Restrictions”).
 - B. Covenants, conditions, restrictions, declarations and easements of record, if any.
 - C. Reservations of minerals or mineral rights by the State of Minnesota, if any.
 - D. Utility and drainage easements that do not interfere with present improvements situated on the Property.
 - E. Building, zoning and subdivision laws and regulations.
 - F. Other applicable laws, ordinances and regulations that affect the Property.
 - G. The lien of real estate taxes and installments of special assessments which are payable by Purchasers under this Contract for Deed.
 - H. The following additional liens or encumbrances: (If none insert the word “NONE”.)

3. **DELIVERY OF DEED AND EVIDENCE OF TITLE.** Upon Purchasers' prompt and full performance of this Contract for Deed, Seller shall do the following.

A. **Deed.** Execute, acknowledge and deliver to Purchasers a Warranty Deed, in recordable form, conveying marketable title to the Property to Purchasers, subject only to (i) those exceptions referred in to Section 2(a) through (h) of this Contract for Deed, (ii) liens, encumbrances, adverse claims or other matters which Purchasers have created, suffered or permitted to accrue after the date of this Contract for Deed, and (iii) the following additional liens or encumbrances: (If none insert the word "NONE".)

B. **Evidence of Title.** Deliver to Purchasers either, at Seller's sole option and discretion, (i) a commitment for title insurance policy, or (ii) an abstract of title to the Property, without extension, if the Property is abstract property or the owner's duplicate certificate of title if the Property is registered property.

4. **PURCHASE PRICE.** Purchasers shall pay to Seller or to Seller's order, at _____, _____, or such other address as may be specified in writing, the sum of _____ (\$_____), without any interest thereon, as and for the purchase price for the Property, payable as follows:

A. **Monthly Payments.** Purchasers shall pay the purchase price by making monthly payments in an amount equal to twenty-five percent (25%) of Purchasers' monthly gross household income with the first of such monthly payments commencing on the _____ day of _____, 20____, and subsequent monthly payments being due and payable on or before the _____ day of each month thereafter until the purchase price has been paid in full. Notwithstanding anything to the contrary contained in this Contract for Deed, the amount of the

purchase price remaining unpaid and outstanding on the _____ day of _____, _____ must be paid in full on that date.

B. **Application of Payments.** Payments made under this Contract for Deed, whether they be monthly payments or some other form of payment, shall be applied first to any amounts that have been advanced by Seller under this Contract for Deed, second to installments of real estate taxes and assessments, third to installments of all insurance premiums, and fourth to the payment of the principal amount of the debt incurred under this Contract for Deed. The portion of the payments attributed to hazard insurance premiums and real estate taxes and assessments shall be held in escrow by Seller until such escrow items become due and payable, at which time such escrowed funds shall be used to pay such items.

C. **Gross Household Income.** For purposes of this Contract for Deed, gross household income is the expected income for the next 12 months of all residents age 18 and over of the Purchaser's household from whatever source derived before taxes or withholdings, less deductible medical expenses allowed.

D. **Changes of Gross Household Income.** Purchasers agree to promptly notify Seller each and every time their gross household income increases or decreases by ten percent (10%) or more; and further agree that Seller may require Purchasers to recertify their gross household income annually and whenever it increases or decreases by ten (10%) or more. Purchasers agree to fully cooperate with Seller regarding such recertification, and to supply Seller with whatever information Seller may need to perform such recertification. The recertification of Purchasers' annual gross household income shall be in a form and manner prescribed by the Seller for the purposes of determining Purchasers' monthly payments under this Contract for Deed.

5. **FUNDS FOR TAXES AND INSURANCE.** The portion of the monthly payments which are held in escrow by Seller for the payment of real estate taxes and assessments and insurance premiums shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency, and Seller shall apply the escrowed funds to pay the escrow items. Seller may not charge for holding and applying the escrowed funds, analyzing the account or verifying the outstanding balance for the escrow items. Unless an agreement is made or applicable law requires interest to be paid, Seller shall not be required to pay Purchasers any interest or earnings on the escrowed funds. Seller shall give Purchasers, without charge, an annual accounting of the escrowed funds showing credits and debits thereto and the purpose for which each debit to the escrowed funds was made. Upon a default and a cancellation of this Contract for Deed all of the escrowed funds

shall become the sole property of Seller, and Seller shall use such funds to pay for the items for which such funds were escrowed.

If the amount of the escrowed funds held by Seller, together with the future monthly payments of additional escrow funds payable prior to the due dates of the items for which such funds were escrowed, shall exceed the amount required to pay the items for which such funds were escrowed when due, then the excess shall be, at Purchasers' option, either promptly repaid to Purchasers or credited against their next monthly payments due under this Contract for Deed. If the amount of the escrowed funds held by Seller is not sufficient to pay for the items for which such funds were escrowed when due, then Purchasers shall pay to Seller, in one or more payments as may be required by Seller, any amount necessary to make up the deficiency.

Upon payment in full of the purchase price, Seller shall promptly refund to Purchasers any escrow funds it may hold.

6. **LATE PAYMENT FEE.** If any payment due under this Contract for Deed is not received by Seller within fifteen (15) days of the date when due, Purchasers shall be obligated to pay to Seller, to the extent allowed by law, an additional late payment fee in an amount of four percent (4%) of the amount of the delinquent payment.
7. **PREPAYMENT.** Purchasers shall have the right to fully or partially prepay this Contract for Deed at any time without penalty. Any partial prepayment shall be applied first to payment of any amounts advanced by Seller under this Contract for Deed, and the balance shall be applied to the outstanding principal balance. Partial prepayment shall not postpone the due date of any future installments to be paid pursuant to this Contract for Deed or change the amount of such installments.
8. **REAL ESTATE TAXES AND ASSESSMENTS.** Seller represents and 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 for Deed is dated are paid in full.

Real estate taxes and installments of special assessments which are due and payable in the year in which this Contract for Deed is dated shall be paid as follows:

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 all years that are subsequent to the year in which this Contract for Deed is dated.

9. **RECORDING OF CONTRACT FOR DEED.** Sellers shall, at Purchasers' expense, record this Contract for Deed in the office of the County Recorder or Registrar of Titles in and for the county in which the Property is located within four (4) months after the date hereof. Sellers shall pay any penalty imposed under Minn. Stat. § 507.235 for failure to timely record this Contract for Deed.
10. **DEED AND MORTGAGE REGISTRY TAXES.** Seller shall, upon Purchasers' full performance of this Contract for Deed, pay the deed tax due upon the recording or filing of the deed to be delivered by Seller to Purchasers. The mortgage registry tax, if applicable, due upon the recording or filing of this Contract for Deed shall be paid by the Purchaser. 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 for Deed.
11. **INSURANCE, GENERALLY.** The insurance which Purchasers are required to procure and maintain pursuant to this Contract for Deed 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 for Deed. The insurance policies shall provide for not less than ten (10) 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.
12. **PROPERTY INSURANCE AND DAMAGE TO PROPERTY.**
 - 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, lightning and such other extended coverage perils as are normally covered by a standard "all risk" endorsement, and against loss or damage by all other risks and hazards covered by a standard extended coverage insurance policy, including without limitation, vandalism, malicious mischief, burglary, theft, and, if applicable, steam boiler explosion. Such insurance shall be in an amount not less than the full replacement cost of the buildings, improvements and fixtures that are located on the Property, without deduction for physical depreciation. If any of such 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 and amount equal to the lesser of the outstanding balance due and owing on this Contract for Deed or the maximum amount available.

- 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.
- D. **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 for Deed, even if such amounts are not then due to be paid, unless Purchasers make a permitted election described in Section 12(e). Such amounts shall be applied first to payment of any amounts that have been advanced by Seller under this Contract for Deed, second to amounts then due and owing under this Contract for Deed, and third to the outstanding principal balance. Such payment shall not postpone the due date of the installments to be paid pursuant to this Contract for Deed or change the amount of such installments. The balance of insurance proceeds, if any, shall be the property of Purchasers.
- E. **Purchasers' Election to Rebuild.** If Purchasers are not in default under this Contract for Deed, 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 "Repairs") used to pay for the Repairs and in such case such proceeds shall be 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, and held for such purpose. This election may only be made by written notice to Seller within sixty (60) days after the damage occurs, and this election will only be permitted if plans and specifications and contracts for the Repairs are submitted to and approved by Seller, which approval Seller shall not unreasonably withhold or delay.

If such insurance proceeds are insufficient to fully pay for the Repairs, Purchasers shall, before the commencement of the Repairs, deposit into such escrow sufficient additional money to ensure the full payment for the Repairs. Even if the insurance proceeds are unavailable or are insufficient to pay the full cost of the Repairs, Purchasers shall at all times be responsible to pay the full cost of the Repairs. 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 Repairs. Purchasers shall complete the Repairs as soon as reasonably possible and in a good and workmanlike manner, and in any event the Repairs shall be completed by Purchasers within one (1) year after the damage occurs. If any undisbursed escrow funds remain after the completion of and payment for the Repairs, such funds shall be applied to payment of the amounts payable by Purchasers under this Contract for Deed in accordance with Section 12(d) herein.

13. **LIABILITY INSURANCE AND INJURY OR DAMAGE OCCURRING ON THE PROPERTY.**

A. **Liability Insurance.** Purchasers shall, at Purchasers' 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.

B. **Liability.** Seller shall be free from liability and claims for damages by reason of injuries occurring on or after the date of this Contract for Deed 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 that are caused by the negligence or intentional wrongful acts or omissions of Seller.

14. **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 the following provisions shall apply.

A. **Assessments.** 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.

B. **Insurance.** 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 for Deed, then; (i) purchasers' obligation in this Contract for Deed to maintain hazard insurance coverage on the Property is satisfied, (ii) the provisions in this Contract for Deed regarding application of insurance proceeds shall be superseded 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 for Deed, with the excess, if any, paid to Purchasers.

15. **PROTECTION OF INTERESTS.** If Purchasers fail to pay any sum of money required under the terms of this Contract for Deed or fail to perform any of Purchasers' obligations as set forth in this Contract for Deed, 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 a rate equal to the lesser of four percent (4%) per annum or the highest rate authorized by law, as an additional amount due Seller under this Contract for Deed. If there now exists, or if Seller hereafter creates, suffers or permits to accrue, any mortgage, contract for deed (other than this 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 for Deed, Seller shall timely pay all amounts due thereon, and if Seller fails to do so, Purchasers may, at Purchasers' option, pay any such delinquent amounts or take any actions reasonably necessary to cure defaults thereunder and deduct the amounts so paid, at an interest rate of four percent (4%) per annum, from the installment(s) next coming due under this Contract for Deed.

16. **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 first to payment of any amounts that have been advanced by Seller under this Contract for Deed, second to amounts then due and owing under this Contract for Deed, and third to the outstanding principal balance. Such payment shall not postpone the due date of the installments to be paid pursuant to this Contract for Deed or change the amount of such installments. The balance, if any, shall be the property of Purchasers.

17. **WASTE, REPAIR AND LIENS.** Purchasers shall not, without the prior written consent of Seller, (i) make any improvements to the Property in an amount in excess of Two Thousand and No/100 Dollars (\$2,000), or (ii)

remove or demolish any buildings, improvements or fixtures now or later located on or a part of the Property. Purchasers shall also maintain the Property in good condition and repair and shall not commit or allow waste of the Property. As a means for verifying compliance with the provisions contained in this Section, Purchasers shall allow Seller to inspect the Property at any reasonable time. Purchasers shall not create or permit to accrue any liens or adverse claims against the Property which constitute a lien or claim against Seller's interest in the Property or permit any mechanic's liens to be recorded against the Property. Purchasers agree to defend, indemnify and hold Seller harmless from any loss, damage or expense incurred by Seller with respect to any party asserting a mechanics' lien claim, it being understood and agreed that this undertaking shall survive cancellation of this Contract for Deed or the delivery of a deed pursuant to the terms hereof. 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.

18. **TRANSFER RESTRICTIONS.** Seller may, without the consent of Purchasers, sell, assign or otherwise transfer its interest in this Contract for Deed and the Property as long as Seller promptly supplies to Purchasers a copy of the applicable document that accomplishes such sale, assignment or transfer. Purchasers may not sell, assign or otherwise transfer their interest in this Contract for Deed or the Property, or any part thereof, without the prior written consent of Seller, which such consent may be granted or withheld at the sole option and discretion of Seller.
19. **EXISTENCE OF DECLARATION.** Purchasers acknowledge (i) the existence of the Declaration of Covenants, Conditions and Restrictions, (ii) that it has received a copy of the Declaration of Covenants, Conditions and Restrictions, (iii) that it is familiar with the conditions and restrictions contained in the Declaration of Covenants, Conditions and Restrictions which are imposed against the Property, (iv) that the Declaration of Covenants, Conditions and Restrictions was executed prior to the execution of this Contract for Deed, (v) that the Declaration of Covenants, Conditions and Restrictions will be filed and recorded against the Property prior to the filing and recording of this Contract for Deed, and (vi) that the conditions and restrictions contained in the Declaration of Covenants, Conditions and Restrictions will affect Purchasers ownership interest in and use and sale of the Property.
20. **SUBORDINATION TO DECLARATION.** Seller and Purchasers do hereby subordinate this Contract for Deed to the Declaration of Covenants, Conditions and Restrictions.
21. **PROGRAM COMPLIANCE.** Purchasers acknowledge that Seller is selling the Property to Purchasers under a program "MHFA MURL (State Funded) Program") that limits the category of individuals who may participate in such

program and who may purchase the Property. As a result thereof, Purchasers represent and warrant the following to Sellers.

- A. Purchasers' annual gross household income as of the date of this Contract for Deed does not exceed sixty percent (60%) of the greater of the State of Minnesota median income or the median income for the area in which the Property is located as such amounts are determined and adjusted from time to time by MHFA.
- B. Immediately prior to Purchasers' purchase of the Property by way of this Contract for Deed, Purchasers were either homeless or receiving public assistance, or would otherwise not been able to afford homeownership through sources other than the MHFA MURL (State Funded) Program.
- C. Purchasers have not owned a residential dwelling unit for at least three (3) years from the date of this Contract for Deed.
- D. The monthly payment due and owing under Section 4(a) herein is based upon Purchasers' gross household income, and, therefore, in order to verify such amount Purchasers will (i) immediately inform Seller each and every time their gross household income increases or decreases by ten percent (10%) or more, and (ii) cooperate with Seller and annually supply Seller with whatever information Seller may request in order to annually recertify Purchasers' gross household income.
- E. That all of the information that Purchasers supplied to Seller relating to Purchasers' qualification for participation in the MHFA MURL Program and Purchasers' purchase of the Property was and is, as of the date of this Contract for Deed, true and correct.

22. **OCCUPANCY AND SALE OF PROPERTY.** Purchasers acknowledge that their interest in the Property under this Contract for Deed, and under any deed it receives under this Contract for Deed, is subject to the occupancy and sale limitations set forth in the Declaration of Covenants, Conditions and Restrictions and pursuant thereto, for a time period of fifteen (15) years from the date of the Declaration of Covenants, Conditions and Restrictions, independent of the payment in full of this Contract for Deed. As a result thereof, Purchasers acknowledge and agree to the following:

- A. **Initial Occupancy.** Purchasers must and will move into and occupy the Property as their principal residence within sixty (60) days of the date of this Contract for Deed, but not before ten (10) days after its execution unless Purchasers have waived their right to a ten (10) day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards, as provided in Appendix B, Lead-Based Paint Disclosure Addendum.

- B. **Continued Occupancy.** Purchasers must and will, until this Contract for Deed is paid in full, occupy the Property as their principle residence.
- C. **Sale of Property.** Any sale of the Property must be to: (a) a purchaser (i) whose annual gross household income at the time of such purchase does not exceed sixty percent (60%) of the greater of the State of Minnesota median income or the median income for the area in which the Property is located as such amounts are determined and adjusted from time to time by MHFA; , and (ii) who will occupy the property as their principal residence; or (b) the Seller when exercising its right of first refusal.
- D. **Right of First Refusal.** The Seller has the option to repurchase the Real Estate if the Purchaser assigns, transfers or offers to sell the Property. Purchaser may not and shall not at any time within the 15 year affordability period outlined in the Declaration of Covenants, Conditions and Restrictions, assign, transfer, or sell the Property without first offering, in writing, to sell the Property to the Seller, or the MHFA, including their assigns or successor organizations. If either Seller, or the MHFA, elect to purchase the Property it must notify Purchaser of such intent within thirty (30) days of receipt of the offer from Purchaser, and it must complete the purchase within ninety (90) days of receipt of such offer. The Seller must purchase the Property at the fair market sales price, as determined by an appraisal conducted by a qualified appraiser. A qualified appraiser is an appraiser approved to conduct appraisals for the Federal Housing Administration, Veterans Administration, Federal National Mortgage Association, or Federal Home Loan Mortgage Corporation. This right of first refusal option will not apply to a transfer of Property to a surviving joint tenant or to an heir, if any, by reason of death of the Purchaser.
23. **GOOD NEIGHBOR POLICY.** As an inducement to the sale of the Property to Purchasers by way of this Contract for Deed, Purchasers agree to meet and comply with certain requirements and conditions established by the Seller as a "good neighbor policy." Such requirements and conditions are listed in Appendix A of this Contract for Deed. (Insert the terms of the "good neighbor policy" IN APPENDIX A.)
24. **HAZARDOUS SUBSTANCES.** Purchasers shall not bring, store, generate or treat hazardous wastes or substances or petroleum products upon the Property, except for small quantities which are stored and used in compliance with applicable law. Purchasers shall indemnify, defend and hold Seller harmless from any and all claims, demands, actions, causes of action, liabilities or rights which may be asserted against Seller with respect to such substances, or products, it being understood and agreed that this obligation

will survive the cancellation of this Contract for Deed or the delivery of a deed pursuant to the terms hereof.

25. **COMPLIANCE WITH LAWS.** Except for matters which Seller has created, suffered or permitted to exist prior to the date of this Contract for Deed, Purchasers shall comply or cause compliance with all laws and regulations of any governmental authority which affect the Property or the manner of using or operating the same and with all restrictive covenants, if any, affecting title to the Property or the use thereof.
26. **DEFAULT.** The time of performance by Purchasers of the terms of this Contract for Deed is an essential part of this Contract for Deed. If Purchasers fail to timely perform any of the terms of this Contract for Deed, Seller may, at Seller's option, elect to declare this Contract for Deed cancelled and terminated by notice to Purchasers in accordance with applicable law or elect any other remedy under law or in equity. If Seller elects to so terminate this Contract for Deed, then all right, title and interest acquired under this Contract for Deed by Purchasers shall then cease and terminate, and all improvements made upon the Property and all payments made by Purchasers pursuant to this Contract for Deed (including but not limited to escrow payments, if any) shall belong to Seller as liquidated damages for breach of this Contract for Deed. 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 for Deed forfeited by reason of any breach shall in any manner affect Seller's right to cancel this Contract for Deed 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. Failure of Seller to exercise one or more remedies available under this Section shall not constitute a waiver of the right to exercise such remedy or remedies thereafter.
27. **ALTERNATIVE ACCELERATION REMEDY.** If Purchasers fail to timely comply with and perform any of the terms, conditions, provisions, or warranties contained in this Contract for Deed, or any representations made by Purchasers hereunder are not true and correct, Seller may elect, on thirty (30) days' written notice given to Purchasers, to declare the entire unpaid Purchase Price, together with accrued interest thereon, immediately due and payable in full and commence an action against Purchasers to collect all amounts due hereunder. Purchasers shall have the right to reinstate this Contract for Deed at any time within such thirty (30) day time period or such longer period of time authorized by law by (i) paying Seller all sums due hereunder as of the date of reinstatement, (ii) curing any other defaults

existing under this Contract for Deed as of the date of reinstatement, and (iii) paying all expenses incurred by Seller in enforcing this Contract for Deed, including, but not limited to, reasonable attorneys' fees and costs.

28. **BINDING EFFECT.** The terms of this Contract for Deed shall run with the land and bind the parties hereto and their successors in interest.
29. **HEADINGS.** Headings of the Sections of this Contract for Deed are for convenience only and do not define, limit or construe the contents of such Sections.
30. **ADDITIONAL TERMS:**

(THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.)

SELLER	PURCHASER
By: _____ Its: _____	By: _____ Its: _____
And: _____ Its: _____	And: _____ Its: _____
Date	Date

State of Minnesota }
County of _____ } ss.

This instrument was acknowledged before me this _____ day of _____,
_____, by _____.

Notary Public

State of Minnesota }
County of _____ } ss.

This instrument was acknowledged before me this _____ day of _____,
_____, by _____.

Notary Public

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

Drafted by:
Minnesota Housing Finance Agency
400 Sibley Street, Suite 300
St. Paul, Minnesota 55101-1998

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

APPENDIX A: GOOD NEIGHBOR POLICY

APPENDIX B: LEAD-BASED PAINT DISCLOSURE ADDENDUM

Note: This Addendum does not apply if the Property was built after January 1, 1978.

Property Address: _____

City: _____ **State:** MN **Zip Code:** _____

Lead Warning Statement

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

The following records or reports are available and have been provided to the Purchaser by the Seller (check all that apply):

Report	Date
<input type="checkbox"/> Lead Based Paint Inspection	_____/_____/_____
<input type="checkbox"/> Lead Based Paint Risk Assessment	_____/_____/_____
<input type="checkbox"/> Lead Based Paint Clearance	_____/_____/_____

The findings of the records or reports identified above provided by the Seller are as follows:

- No lead-based paint or lead-based paint hazards were found.
- Lead-based paint and/or lead-based paint hazards were found. None of the lead-based paint was deteriorated.
- Lead-based paint and/or lead-based paint hazards were found. Some of the lead-based paint was deteriorated and Seller has already completed the required stabilization. No further stabilization is planned.

Purchaser Acknowledgement (initial applicable items)

- _____ Purchaser has received the pamphlet Protect Your Family from Lead In Your Home.
- _____ Seller has provided, and Purchaser has received, copies of the records and reports available to the Seller. A list of lead-related records and reports is attached.
- _____ Purchaser has received a 10-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Contingency Period

Reports and records are available for review from the Seller and copies have been provided to the Purchaser. Purchaser has a contingency period to withdraw from the contract that expires ten (10) calendar days from the date of the Purchaser’s signature below.

Purchaser Waiver of Contingency Period (initial below)

- _____ Purchaser has waived their right to a 10-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their acknowledge, that the information they have provided is true and accurate.

_____ (Purchaser) , _____ 20__

_____ (Purchaser) , _____ 20__

_____ (Seller) , _____ 20__