

## CHAPTER 2820

## DEPARTMENT OF COMMERCE

## FORMS FOR CONVEYANCES OF REAL ESTATE

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## FORMS FOR CONVEYANCES OF REAL ESTATE

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2820.4054 FORM 66-M: NOTICE OF MORTGAGE FORECLOSURE SALE.

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2820.4065 FORM 67.5-M: AFFIDAVIT AS TO FEDERAL TAX LIEN(S).

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2820.4067 FORM 67.7-M: AFFIDAVIT REGARDING MILITARY SERVICE.

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**FORMS FOR CONVEYANCES ARISING FROM ESTATES OF DECEDENTS**

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

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

2820.6500 FORM 105: FINAL DECREE SUMMARY ASSIGNMENT OR DISTRIBUTION.

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2820.6701 FORM 107-M: INDIVIDUAL PERSONAL REPRESENTATIVE DEED OF DISTRIBUTION.

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

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

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2820.8001 FORM 121-M: REVOCATION OF POWER OF ATTORNEY.

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**MISCELLANEOUS FORMS**

2820.9000 FORM 88-M: RELEASE OF LAND FROM JUDGMENT LIEN.

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# MINNESOTA RULES 1995

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## FORMS FOR CONVEYANCES OF REAL ESTATE 2820.0010

### **2820.0010 PURPOSE.**

The purpose of this chapter is to make clear, modern, and uniform forms consistent with the laws of this state available for use in conveying real property in the state.

The forms in this chapter have been recommended for use in Minnesota by the Uniform Conveyancing Blanks Advisory Task Force appointed by the commissioner of commerce under Minnesota Statutes, section 507.09. They have been adopted by the commissioner under the rulemaking provisions of Minnesota Statutes, chapter 14.

**Statutory Authority:** *MS s 507.09*

**History:** *14 SR 216*

# MINNESOTA RULES 1995

2820.0200 FORMS FOR CONVEYANCES OF REAL ESTATE

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## WARRANTY DEEDS

2820.0200 FORM 1M: INDIVIDUAL TO INDIVIDUAL.

<p><small>Form No. 1-M-WARRANTY DEED</small>  <small>Individual (s) to Individual (s)</small></p> <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <p>No delinquent taxes and transfer entered; Certificate of Real Estate Value (    ) filed (    ) not required              Certificate of Real Estate Value No. _____              _____, 19____</p> </div> <p style="text-align: right; margin-right: 50px;">County Auditor</p> <p>by _____ Deputy</p> <p>STATE DEED TAX DUE HEREON: \$ _____</p> <p>Date: _____, 19____</p>	<div style="border: 1px solid black; height: 150px; margin-top: 50px;"></div> <p style="text-align: center; font-size: small;">(reserved for recording data)</p>
<p><b>FOR VALUABLE CONSIDERATION,</b> _____, Grantor (s),  <small>(MARITAL STATUS)</small></p> <p>hereby convey (s) and warrant (s) to _____, Grantee (s),              real property in _____ County, Minnesota, described as follows:</p> <p style="text-align: center; font-size: x-small;">(if more space is needed, continue on back.)</p> <p>together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:</p>   <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 40%;"> <p><b>Affix Deed Tax Stamp Here</b></p>     <p><b>STATE OF MINNESOTA</b></p> <p><b>COUNTY OF</b> _____ } ss.</p> </div> <div style="width: 55%;"> <p>The foregoing instrument was acknowledged before me this _____ day of _____, 19____,              by _____ Grantor(s).</p> </div> </div> <div style="display: flex; justify-content: space-between; align-items: flex-start; margin-top: 10px;"> <div style="width: 40%;"> <p><small>NOTARIAL STAMP OR SEAL (or other title or rank)</small></p> </div> <div style="width: 55%;"> <p><u>Signature of person taking acknowledgment</u>  <small>The Signatures for the real property granted in this instrument should be next to (include name and address of Grantee).</small></p> </div> </div> <p style="margin-top: 20px;"><b>THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):</b></p>	

Statutory Authority: *MS s 507.09*

# MINNESOTA RULES 1995

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FORMS FOR CONVEYANCES OF REAL ESTATE 2820.0300

2820.0300 FORM 2M: EXCEPT ASSESSMENTS; INDIVIDUAL TO INDIVIDUAL.

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

No delinquent taxes and transfer entered; Certificate of Real Estate Value ( ) filed ( ) not required  
Certificate of Real Estate Value No. \_\_\_\_\_, 19\_\_\_\_  
  
\_\_\_\_\_  
County Auditor  
by \_\_\_\_\_ Deputy

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

(reserved for recording data)

FOR VALUABLE CONSIDERATION, \_\_\_\_\_, Grantor(s),  
(marital status)  
hereby convey (s) and warrant (s) to \_\_\_\_\_, Grantee(s),  
real property in \_\_\_\_\_ County, Minnesota, described as follows:

(if more space is needed continue on back)

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

Affix Deed Tax Stamp Here \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF MINNESOTA }  
COUNTY OF \_\_\_\_\_ } ss.

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

NOTARIAL STAMP OR SEAL  
(or other title or rank)

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

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Statutory Authority: MS s 507.09

# MINNESOTA RULES 1995

2820.0400 FORMS FOR CONVEYANCES OF REAL ESTATE

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2820.0400 FORM 3M: INDIVIDUAL TO CORPORATION OR PARTNERSHIP.

**Form No. 3-M--WARRANTY DEED**  
Individual to Corporation or Partnership

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

County Auditor  
by \_\_\_\_\_ Deputy

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

(reserved for recording data)

FOR VALUABLE CONSIDERATION, \_\_\_\_\_, Grantor(s),  
(married status)

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

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

Affix Deed Tax Stamp Here \_\_\_\_\_  
\_\_\_\_\_

STATE OF MINNESOTA }  
COUNTY OF \_\_\_\_\_ } ss.

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

NOTARIAL STAMP OR SEAL  
(or other title or rank)

Signature of person taking acknowledgment  
The Signatures for the real property specified in this instrument should be next to (include name and address of Grantee)

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Statutory Authority: *MS s 507.09*

# MINNESOTA RULES 1995

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FORMS FOR CONVEYANCES OF REAL ESTATE 2820.0500

## 2820.0500 FORM 4M: EXCEPT ASSESSMENTS; INDIVIDUAL TO CORPORATION OR PARTNERSHIP.

**Form No. 4-M--WARRANTY DEED, Except Assessments**  
Individual is to Corporation or Partnership

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

\_\_\_\_\_  
County Auditor

by \_\_\_\_\_  
Deputy

STATE DEED TAX DUE HEREON: \$ \_\_\_\_\_

Date: \_\_\_\_\_, 19\_\_\_\_

(reserved for recording data)

FOR VALUABLE CONSIDERATION, \_\_\_\_\_  
\_\_\_\_\_, Grantor(s).

hereby convey(s) and warrant(s) to \_\_\_\_\_  
\_\_\_\_\_, Grantee.

a \_\_\_\_\_ under the laws of \_\_\_\_\_  
real property in \_\_\_\_\_ County, Minnesota, described as follows:

(if more space is needed, continue on back)

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

Affix Deed Tax Stamp Here \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF MINNESOTA }  
COUNTY OF \_\_\_\_\_ } ss. \_\_\_\_\_

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

NOTARIAL STAMP OR SEAL  
(or other title or rank)

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

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Statutory Authority: MS s 507.09

# MINNESOTA RULES 1995

2820.0600 FORMS FOR CONVEYANCES OF REAL ESTATE

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2820.0600 FORM 5M: INDIVIDUAL TO JOINT TENANTS.

**Form No. 5-M—WARRANTY DEED**  
(Individual (M) to Joint Tenants)

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

County Auditor

by \_\_\_\_\_  
Deputy

STATE DEED TAX DUE HEREON: \$ \_\_\_\_\_

Date: \_\_\_\_\_, 19\_\_\_\_

(reserved for recording data)

FOR VALUABLE CONSIDERATION, \_\_\_\_\_, Grantor(s),  
(marital status)

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

(If more space is needed, continue on back.)

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

Affix Deed Tax Stamp Here

STATE OF MINNESOTA }  
COUNTY OF \_\_\_\_\_ } ss.

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

NOTARIAL STAMP OR SEAL  
(or other title or rank)

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

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Statutory Authority: *MS s 507.09*



# MINNESOTA RULES 1995

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FORMS FOR CONVEYANCES OF REAL ESTATE 2820.0700

2820.0700 FORM 6M: EXCEPT ASSESSMENTS; INDIVIDUAL TO JOINT TENANTS.

<p><small>Form No. 6-M-WARRANTY DEED, Except Assessments Individual to Joint Tenants</small></p> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <p>No delinquent taxes and transfer entered; Certificate of Real Estate Value ( ) filed ( ) not required Certificate of Real Estate Value No. _____, 19____</p> </div> <p style="text-align: right;">County Auditor</p> <p>by _____ Deputy</p> <p>STATE DEED TAX DUE HEREON: \$ _____</p> <p>Date: _____, 19____</p> <p>FOR VALUABLE CONSIDERATION, _____</p> <p style="text-align: right;">_____, Grantor(s).</p> <p>hereby convey (s) and warrant (s) to _____</p> <p>_____, Grantees as joint tenants, real property in _____ County, Minnesota, described as follows:</p>   <p style="text-align: center;"><small>(If more space is needed, continue on back.)</small></p> <p>together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: the lien of all unpaid special assessments and interest thereon:</p>  <p>Affix Deed Tax Stamp Here _____</p> <p>STATE OF MINNESOTA } COUNTY OF _____ } ss.</p> <p>The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____, Grantor(s).</p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <p><small>NOTARIAL STAMP OR SEAL (or other title or rank)</small></p> </div> <div style="width: 45%;"> <p>Signature of person taking acknowledgment _____</p> <p><small>Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantor).</small></p> </div> </div> <p style="margin-top: 20px;">THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):</p>	<div style="border: 1px solid black; height: 150px; margin-bottom: 10px;"></div> <p style="text-align: center;">(reserved for recording data)</p>
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Statutory Authority: *MS s 507.09*

# MINNESOTA RULES 1995

2820.0800 FORMS FOR CONVEYANCES OF REAL ESTATE

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2820.0800 FORM 7M: CORPORATION OR PARTNERSHIP TO INDIVIDUAL.

**Form No. 7-M--WARRANTY DEED**  
**Corporation or Partnership**  
**to Individual (s)**

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

County Auditor

by \_\_\_\_\_ Deputy

STATE DEED TAX DUE HEREON: \$ \_\_\_\_\_

Date: \_\_\_\_\_, 19\_\_\_\_

(reserved for recording data)

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

(if more space is needed, continue on back)

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

**Affix Deed Tax Stamp Here**

STATE OF MINNESOTA }  
 COUNTY OF \_\_\_\_\_ } ss.

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

NOTARIAL STAMP OR SEAL  
 (or other title or rank)

By \_\_\_\_\_  
 Its \_\_\_\_\_

By \_\_\_\_\_  
 Its \_\_\_\_\_

Signature of person taking acknowledgment

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

**THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):**

Statutory Authority: *MS s 507.09*

# MINNESOTA RULES 1995

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FORMS FOR CONVEYANCES OF REAL ESTATE 2820.0900

## 2820.0900 FORM 8M: EXCEPT ASSESSMENTS; CORPORATION OR PARTNERSHIP TO INDIVIDUAL.

<p><small>Form No. 8-M--WARRANTY DEED Except Assessments</small></p> <p>Corporation or Partnership to individual (s)</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>No delinquent taxes and transfer entered; Certificate of Real Estate Value ( ) filed ( ) not required              Certificate of Real Estate Value No. _____              _____, 19____</p> <p style="text-align: right;">County Auditor</p> <p>by _____  <span style="float: right;">Deputy</span></p> </div> <p>STATE DEED TAX DUE HEREON: \$ _____</p> <p>Date: _____, 19____</p>	<p style="text-align: center;">(reserved for recording data)</p>
<p>FOR VALUABLE CONSIDERATION, _____, a _____ under the laws of _____, Grantor, hereby conveys and warrants to _____, C-antee (s), real property in _____ County, Minnesota, described as follows.</p> <p style="text-align: center; font-size: small;">(If more space is needed CONTINUE ON BACK)</p> <p>together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: the lien of all unpaid special assessments and interest thereon;</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 40%;"> <p>Affix Deed Tax Stamp Here</p> </div> <div style="width: 55%;"> <p>By _____              its _____</p> <p>By _____              its _____</p> </div> </div> <div style="margin-top: 10px;"> <p>STATE OF MINNESOTA }              COUNTY OF _____ } ss.</p> </div> <p>The foregoing was acknowledged before me this _____ day of _____, 19____, by _____ and _____, the _____ and _____ of _____, a _____ under the laws of _____, on behalf of the _____.</p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 40%;"> <p style="text-align: center; font-size: x-small;">NOTARIAL STAMP OR SEAL (or other title or rank)</p> </div> <div style="width: 55%;"> <p style="text-align: center; border-top: 1px solid black;">Signature of person taking acknowledgment</p> <p style="font-size: x-small;">Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantee)</p> </div> </div> <p style="margin-top: 20px;">THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):</p>	

Statutory Authority: *MS s 507.09*

# MINNESOTA RULES 1995

## 2820.1000 FORMS FOR CONVEYANCES OF REAL ESTATE

676

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

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

No delinquent taxes and transfer entered; Certificate  
 of Real Estate Value ( ) filed ( ) not required  
 Certificate of Real Estate Value No. \_\_\_\_\_  
 \_\_\_\_\_, 19\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ County Auditor  
 by \_\_\_\_\_ Deputy

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

(reserved for recording data)

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

(if more space is needed continue on back)

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

**Affix Deed Tax Stamp Here**

STATE OF MINNESOTA  
 COUNTY OF \_\_\_\_\_ } ss.

By \_\_\_\_\_  
 Its \_\_\_\_\_  
 By \_\_\_\_\_  
 Its \_\_\_\_\_

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

NOTARIAL STAMP OR SEAL  
 (or other title or rank)

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

**THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):**

Statutory Authority: *MS s 507.09*

# MINNESOTA RULES 1995

677

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.1100

## 2820.1100 FORM 10M: EXCEPT ASSESSMENTS; CORPORATION OR PARTNERSHIP TO CORPORATION OR PARTNERSHIP.

**Form No. 10-M--WARRANTY DEED--Except Assessments**

Corporation or Partnership to  
Corporation or Partnership

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

County Auditor  
by \_\_\_\_\_ Deputy

STATE DEED TAX DUE HEREON: \$ \_\_\_\_\_

Date: \_\_\_\_\_, 19\_\_\_\_

(reserved for recording data)

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

(If more space is needed, continue on back.)

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

**Affix Deed Tax Stamp Here**

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF MINNESOTA } ss.  
COUNTY OF \_\_\_\_\_

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

NOTARIAL STAMP OR SEAL  
(or other title or rank)

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

**THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):**

Statutory Authority: *MS s 507.09*

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

Form No. 11-M - WARRANTY DEED

Corporation or Partnership  
to Joint Tenants

No delinquent taxes and transfer entered: Certificate  
of Real Estate Value ( ) filed ( ) not required  
Certificate of Real Estate Value No. \_\_\_\_\_  
\_\_\_\_\_, 19 \_\_\_\_\_  
  
\_\_\_\_\_  
County Auditor  
  
by \_\_\_\_\_  
Deputy

STATE DEED TAX DUE HEREON: \$ \_\_\_\_\_  
  
Date: \_\_\_\_\_, 19 \_\_\_\_\_  
  
(reserved for recording date)

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

(If more space is needed continue on back)

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

Affix Deed Tax Stamp Here

By \_\_\_\_\_  
Its \_\_\_\_\_  
  
By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_ } ss.

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

NOTARIAL STAMP OR SEAL  
(or other title or rank)

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

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

**Statutory Authority:** *MS s 507.09*

# MINNESOTA RULES 1995

679

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.1300

## 2820.1300 FORM 12M: EXCEPT ASSESSMENTS; CORPORATION OR PARTNERSHIP TO JOINT TENANTS.

Form No. 12-M - WARRANTY DEED, Except Assessments  
Corporation or Partnership to Joint Tenants

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

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

(If more space is needed, continue on back)

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

Affix Deed Tax Stamp Here

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF MINNESOTA }  
COUNTY OF \_\_\_\_\_ } ss.

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

NOTARIAL STAMP OR SEAL  
(or other title or rank)

Signature of person taking acknowledgment

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

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Statutory Authority: *MS s 507.09*

# MINNESOTA RULES 1995

## 2820.1300 FORMS FOR CONVEYANCES OF REAL ESTATE

680

### FORMS OF CONVEYANCE FOR GUARDIANS AND CONSERVATORS

#### 2820.1350 FORM NO. 13-M; GUARDIANS'S DEED.

Subpart 1. **Recommended form.** The recommended form for a guardian's deed is contained in subpart 2.

#### Subp. 2. Contents.

Form No. 13-M - GUARDIAN'S DEED Minnesota Uniform Conveyancing Blanks

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

FOR VALUABLE CONSIDERATION, \_\_\_\_\_, as Guardian(s)  
of the Estate of \_\_\_\_\_, Ward, single ☐ married ☐  
on the date hereof (and) \_\_\_\_\_ (spouse of Ward) Grantor(s),  
hereby convey(s) to \_\_\_\_\_, Grantee(s),  
real property in \_\_\_\_\_ County, Minnesota, described as follows:

(if more space is needed, continue on back)

together with all hereditaments and appurtenances belonging thereto.

GUARDIAN(S) \_\_\_\_\_

Affix Deed Tax Stamp Here \_\_\_\_\_

STATE OF MINNESOTA } ss. \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ } Signature of Spouse of Ward

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
by \_\_\_\_\_  
as Guardian(s) of the Estate of \_\_\_\_\_, Ward, Grantor(s).

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR NAME)

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT \_\_\_\_\_

STATE OF MINNESOTA } ss. \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ } Signature of Spouse of Ward

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
by \_\_\_\_\_, spouse of \_\_\_\_\_, Ward.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR NAME)

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT \_\_\_\_\_

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

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Statutory Authority: *MS s 507.09*

History: *14 SR 216*



# MINNESOTA RULES 1995

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## FORMS FOR CONVEYANCES OF REAL ESTATE 2820.1351

### 2820.1351 FORM NO. 14-M; GUARDIAN'S DEED TO JOINT TENANTS.

Subpart 1. **Recommended form.** The recommended form for a guardian's deed to joint tenants is contained in subpart 2.

#### Subp. 2. Contents.

Form No. 14-M—GUARDIAN'S DEED To Joint Tenants	Minnesota Uniform Conveyancing Blanks
<p>No delinquent taxes and transfer entered; Certificate of Real Estate Value ( ) filed ( ) not required Certificate of Real Estate Value No. _____, 19____</p> <p style="text-align: right;">County Auditor</p> <p>by _____ Deputy</p>	<p>(reserved for recording data)</p>
<p>DEED TAX DUE HEREON: \$ _____</p> <p>Date: _____, 19____</p>	
<p>FOR VALUABLE CONSIDERATION, _____, as Guardian(s) of the Estate of _____, Ward, single <input type="checkbox"/>, married <input type="checkbox"/> on the date hereof (and) _____ (spouse of Ward) Grantor(s), hereby convey(s) to _____, Grantees as Joint Tenants, real property in _____ County, Minnesota, described as follows:</p>	
<p style="text-align: center; font-size: x-small;">(If more space is needed, continue on back)</p> <p>together with all hereditaments and appurtenances belonging thereto.</p>	
<p style="text-align: center;">Affix Deed Tax Stamp Here</p>	<p style="text-align: center;">GUARDIAN(S)</p> <p>_____</p> <p>_____</p>
<p>STATE OF MINNESOTA } ss. COUNTY OF _____</p>	<p>Signature of Spouse of Ward</p> <p>_____</p>
<p>The foregoing was acknowledged before me this _____ day of _____, 19____, by _____, as Guardian(s) of the Estate of _____, Ward, Grantor(s).</p>	
<p style="font-size: x-small;">NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR NAME)</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	<p style="font-size: x-small;">SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT</p> <p>_____</p>
<p>STATE OF MINNESOTA } ss. COUNTY OF _____</p>	<p>_____</p>
<p>The foregoing was acknowledged before me this _____ day of _____, 19____, by _____, Ward, spouse of _____.</p>	
<p style="font-size: x-small;">NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR NAME)</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	<p style="font-size: x-small;">SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT</p> <p>_____</p>
<p style="font-size: x-small;">THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):</p> <p>_____</p> <p>_____</p>	

Statutory Authority: *MS s 507.09*

History: *14 SR 216*

# MINNESOTA RULES 1995

## 2820.1352 FORMS FOR CONVEYANCES OF REAL ESTATE

682

### 2820.1352 FORM NO. 33-M; CONSERVATOR'S DEED.

Subpart 1. **Recommended form.** The recommended form for a conservator's deed is contained in subpart 2.

#### Subp. 2. Contents.

**Form No. 33-M - CONSERVATOR'S DEED** Minnesota Uniform Conveyancing Blanks

<p>No delinquent taxes and transfer entered; Certificate of Real Estate Value ( ) filed ( ) not required Certificate of Real Estate Value No. _____ _____, 19____</p> <p style="text-align: right;">County Auditor</p> <p>by _____ Deputy</p> <p>DEED TAX DUE HEREON: \$ _____</p> <p>Date: _____, 19____</p>	<p>(reserved for recording data)</p>
---	--------------------------------------

FOR VALUABLE CONSIDERATION, \_\_\_\_\_, as Conservator(s)  
of the Estate of \_\_\_\_\_, Conservatee, single ☐, married ☐  
on the date hereof (and) \_\_\_\_\_ (spouse of Conservatee), Grantor(s),  
hereby convey(s) to \_\_\_\_\_, Grantee(s),  
real property in \_\_\_\_\_ County, Minnesota, described as follows:

(if more space is needed, continue on back)

together with all hereditaments and appurtenances belonging thereto.

CONSERVATOR(S)  
\_\_\_\_\_  
\_\_\_\_\_

Affix Deed Tax Stamp Here

STATE OF MINNESOTA } ss. \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ } Signature of Spouse of Conservatee

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
by \_\_\_\_\_  
as Conservator(s) of the Estate of \_\_\_\_\_, Conservatee, Grantor(s).

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT  
\_\_\_\_\_

STATE OF MINNESOTA } ss. \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ } Signature of Spouse of Conservatee

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
by \_\_\_\_\_, spouse of \_\_\_\_\_, Conservatee.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT  
\_\_\_\_\_

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

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):  
\_\_\_\_\_  
\_\_\_\_\_

Statutory Authority: *MS s 507.09*  
History: *14 SR 216*

# MINNESOTA RULES 1995

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FORMS FOR CONVEYANCES OF REAL ESTATE 2820.1353

## 2820.1353 FORM NO. 34-M; CONSERVATOR'S DEED TO JOINT TENANTS.

Subpart 1. **Recommended form.** The recommended form for a conservator's deed to joint tenants is contained in subpart 2.

### Subp. 2. Contents.

<p><small>Form No. 34-M--CONSERVATOR'S DEED Minnesota Uniform Conveying Blanks To Joint Tenants</small></p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>No delinquent taxes and transfer entered; Certificate of Real Estate Value ( ) filed ( ) not required Certificate of Real Estate Value No. _____, 19____</p> <p style="text-align: right;">County Auditor</p> <p>by _____ Deputy</p> </div> <p>DEED TAX DUE HEREON: \$ _____</p> <p>Date: _____, 19____</p>	<div style="border: 1px solid black; height: 150px; margin-top: 10px;"></div> <p style="text-align: center; font-size: small;">(reserved for recording data)</p>
---	--

FOR VALUABLE CONSIDERATION, \_\_\_\_\_, as Conservator(s)  
of the Estate of \_\_\_\_\_, Conservatee, single ☐, married ☐  
on the date hereof (and) \_\_\_\_\_ (Spouse of Conservatee, Grantor(s)).  
hereby convey(s) to \_\_\_\_\_, Grantee as Joint Tenants,  
real property in \_\_\_\_\_ County, Minnesota, described as follows:

(If more space is needed, continue on back)

together with all hereditaments and appurtenances belonging thereto.

Affix Deed Tax Stamp Here

STATE OF MINNESOTA }  
COUNTY OF \_\_\_\_\_ } ss.

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
by \_\_\_\_\_,  
as Conservator(s) of the Estate of \_\_\_\_\_, Conservatee, Grantor(s).

STATE OF MINNESOTA }  
COUNTY OF \_\_\_\_\_ } ss.

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
by \_\_\_\_\_, Conservatee.  
\_\_\_\_\_

CONSERVATOR(S) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Signature of Spouse of Conservatee

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

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

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Statutory Authority: *MS s 507.09*

History: *14 SR 216*

# MINNESOTA RULES 1995

2820.1353 FORMS FOR CONVEYANCES OF REAL ESTATE

684

## LIMITED WARRANTY DEEDS

### 2820.1400 FORM NO. 15-M: INDIVIDUAL(S) TO INDIVIDUAL(S).

<p><small>LIMITED WARRANTY DEED</small></p> <p style="text-align: center;"><b>Form No. 15-M</b></p> <p style="text-align: right;"><small>Miller-Davis Co., Minneapolis Minnesota Uniform Conveyancing Blanks (1994)</small></p> <p>Individual (s) to Individual (s)</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>No delinquent taxes and transfer entered; Certificate of Real Estate Value ( ) filed ( ) not required Certificate of Real Estate Value No. _____, 19____</p> <p style="text-align: right;">County Auditor</p> <p>by _____ Deputy</p> </div> <p>STATE DEED TAX DUE HEREON: \$ _____</p> <p>Date: _____, 19____</p>	<div style="border: 1px solid black; height: 150px; margin-top: 10px;"></div> <p style="text-align: center;">(reserved for recording data)</p>
---	--

FOR VALUABLE CONSIDERATION, \_\_\_\_\_, Grantor (whether one or more),  
 hereby conveys and quitclaims to \_\_\_\_\_, Grantee (whether one or more),  
 real property in \_\_\_\_\_ County, Minnesota, described as follows:

(If more space is needed, continue on back.)  
 together with all hereditaments and appurtenances belonging thereto. Grantor covenants and represents that:  
 (1) This Deed conveys after-acquired title; and  
 (2) Grantor has not made, done, executed or suffered any act or thing whereby the above-described property or any part thereof, now or at any time hereafter, shall or may be imperiled, charged or incumbered in any manner, and Grantor will warrant the title to the above-described property against all persons claiming the same from or through Grantor as a result of any such act or thing, EXCEPT: \_\_\_\_\_

*Affix Deed Tax Stamp Here*

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
 by \_\_\_\_\_

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT  
Tax Statements for the real property described in this statement should be sent to (include name and address of Grantee)

**Statutory Authority: MS s 507.09**

**History: 10 SR 838**

# MINNESOTA RULES 1995

685

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.1450

## 2820.1450 FORM NO. 16-M: EXCEPT ASSESSMENTS; INDIVIDUAL(S) TO INDIVIDUAL(S).

<p><small>LIMITED WARRANTY DEED Except Assessments</small></p> <p style="text-align: center;"><b>Form No. 16-M</b></p> <p style="text-align: right;"><small>Miller-Davis Co. Minneapolis Minnesota Uniform Conveyancing Blanks (1984)</small></p> <p>Individual (s) to Individual (s)</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>No delinquent taxes and transfer entered; Certificate of Real Estate Value ( ) filed ( ) not required Certificate of Real Estate Value No. _____ _____, 19____</p> <p style="text-align: right;">County Auditor</p> <p>by _____ Deputy</p> </div> <p>STATE DEED TAX DUE HEREON: \$ _____</p> <p>Date: _____, 19____</p>	<div style="border: 1px solid black; height: 150px; margin-top: 10px;"></div> <p style="text-align: center;">(reserved for recording data)</p>
---	--

FOR VALUABLE CONSIDERATION, \_\_\_\_\_, Grantor (whether one or more),  
 hereby conveys and quitclaims to \_\_\_\_\_, Grantee (whether one or more),  
 real property in \_\_\_\_\_ County, Minnesota, described as follows:

(If more space is needed, continue on back.)

together with all hereditaments and appurtenances belonging thereto. Grantor covenants and represents that:

(1) This Deed conveys after-acquired title; and

(2) Grantor has not made, done, executed or suffered any act or thing whereby the above-described property or any part thereof, now or at any time hereafter, shall or may be imperiled, charged or incumbered in any manner, and Grantor will warrant the title to the above-described property against all persons claiming the same from or through Grantor as a result of any such act or thing. EXCEPT: the lien of all unpaid special assessments and interest thereon; and \_\_\_\_\_

*Affix Deed Tax Stamp Here*

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
 by \_\_\_\_\_

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

SIGNATURE OF PERSON FILING INSTRUMENT  
 Tax Statements for the real property described in this instrument should be sent to include name and address of Grantee

**Statutory Authority:** *MS s 507.09*

**History:** *10 SR 838*

# MINNESOTA RULES 1995

## 2820.1500 FORMS FOR CONVEYANCES OF REAL ESTATE

686

### 2820.1500 FORM NO. 17-M: INDIVIDUAL(S) TO CORPORATION OR PARTNERSHIP.

LIMITED WARRANTY DEED	Form No. 17-M	Miller-Davis Co., Minneapolis Minnesota Uniform Conveyancing Blanks (1994)
<p>Individual(s) to Corporation or Partnership</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>No delinquent taxes and transfer entered; Certificate of Real Estate Value (    ) filed (    ) not required Certificate of Real Estate Value No. _____, 19____</p> <p style="text-align: right;">County Auditor</p> <p>by _____ Deputy</p> </div> <p>STATE DEED TAX DUE HEREON: \$ _____</p> <p>Date: _____, 19____</p>	<div style="border: 1px solid black; height: 150px; margin-top: 10px;"></div> <p style="text-align: center; font-size: small;">(reserved for recording data)</p>	
<p>FOR VALUABLE CONSIDERATION, _____, Grantor (whether one or more), hereby conveys and quitclaims to _____, Grantee, a _____ under the laws of _____ real property in _____ County, Minnesota, described as follows:</p> <p style="text-align: center; font-size: small;">(If more space is needed, continue on back.)</p> <p>together with all hereditaments and appurtenances belonging thereto. Grantor covenants and represents that:</p> <p>(1) This Deed conveys after-acquired title; and</p> <p>(2) Grantor has not made, done, executed or suffered any act or thing whereby the above-described property or any part thereof, now or at any time hereafter, shall or may be imperiled, charged or incumbered in any manner, and Grantor will warrant the title to the above-described property against all persons claiming the same from or through Grantor as a result of any such act or thing, EXCEPT: _____</p>		
<p style="text-align: center;">Affix Deed Tax Stamp Here</p> <div style="border: 1px solid black; height: 100px; margin-top: 10px;"></div>		
<p>STATE OF MINNESOTA } ss.</p> <p>COUNTY OF _____</p> <p>The foregoing instrument was acknowledged before me this _____ day of _____, 19____ by _____</p>		
<div style="border: 1px solid black; height: 50px; margin-top: 10px;"></div> <p style="font-size: x-small; text-align: center;">NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)</p>	<div style="border: 1px solid black; height: 50px; margin-top: 10px;"></div> <p style="font-size: x-small; text-align: center;">SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT</p> <p style="font-size: x-small;">Tax Statements for the real property described in this instrument should be sent to include name and address of Grantor(s)</p>	
<div style="border: 1px solid black; height: 80px; margin-top: 10px;"></div> <p style="font-size: x-small; text-align: center;">THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)</p>		

**Statutory Authority:** *MS s 507.09*

**History:** *10 SR 838*

# MINNESOTA RULES 1995

687

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.1550

## 2820.1550 FORM NO. 18-M: EXCEPT ASSESSMENTS; INDIVIDUAL(S) TO CORPORATION OR PARTNERSHIP.

<p><small>LIMITED WARRANTY DEED Except Assessments</small></p> <p style="text-align: center;"><b>Form No. 18-M</b></p> <p style="text-align: right;"><small>Miller-Harris Co., Minneapolis Minnesota Uniform Conveyancing Blanks (1994)</small></p> <p>Individual(s) to Corporation or Partnership</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>No delinquent taxes and transfer entered; Certificate of Real Estate Value ( ) filed ( ) not required Certificate of Real Estate Value No. _____ _____, 19____</p> <p style="text-align: right;">County Auditor</p> <p>by _____ Deputy</p> </div> <p>STATE DEED TAX DUE HEREON: \$ _____</p> <p>Date: _____, 19____</p>	<div style="border: 1px solid black; height: 150px; margin-top: 10px;"></div> <p style="text-align: center;">(reserved for recording data)</p>
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FOR VALUABLE CONSIDERATION, \_\_\_\_\_,  
\_\_\_\_\_ (marital status), Grantor (whether one or more),  
hereby conveys and quitclaims to \_\_\_\_\_, Grantee,  
a \_\_\_\_\_ under the laws of \_\_\_\_\_  
real property in \_\_\_\_\_ County, Minnesota, described as follows:

(If more space is needed, continue on back.)

together with all hereditaments and appurtenances belonging thereto. Grantor covenants and represents that:

(1) This Deed conveys after-acquired title; and

(2) Grantor has not made, done, executed or suffered any act or thing whereby the above-described property or any part thereof, now or at any time hereafter, shall or may be imperiled, charged or incumbered in any manner, and Grantor will warrant the title to the above-described property against all persons claiming the same from or through Grantor as a result of any such act or thing, EXCEPT: the lien of all unpaid special assessments and interest thereon; and \_\_\_\_\_

Affix Deed Tax Stamp Here

STATE OF MINNESOTA }  
COUNTY OF \_\_\_\_\_ } ss.  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
by \_\_\_\_\_

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

THIS INSTRUMENT WAS DRAFTED BY (NAME) AND ADDRESS:

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

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

**Statutory Authority:** *MS s 507.09*

**History:** *10 SR 838*

# MINNESOTA RULES 1995

## 2820.1600 FORMS FOR CONVEYANCES OF REAL ESTATE

688

### 2820.1600 FORM NO. 19-M: INDIVIDUAL(S) TO JOINT TENANTS.

LIMITED WARRANTY DEED	Form No. 19-M	Miller-Taylor Co., Minneapolis Minnesota Uniform Conveyancing Blanks (1994)
<p>Individual(s) to Joint Tenants</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>No delinquent taxes and transfer entered; Certificate of Real Estate Value ( ) filed ( ) not required Certificate of Real Estate Value No. _____, 19____</p> <p style="text-align: right;">County Auditor</p> <p>by _____ Deputy</p> </div> <p>STATE DEED TAX DUE HEREON: \$ _____</p> <p>Date: _____, 19____</p>	<div style="border: 1px solid black; height: 180px; margin-top: 10px;"></div> <p style="text-align: center;">(reserved for recording data)</p>	
<p>FOR VALUABLE CONSIDERATION, _____, Grantor (whether one or more), hereby conveys and quitclaims to _____, Grantees, as joint tenants, real property in _____ County, Minnesota, described as follows:</p> <p style="text-align: center; margin-top: 20px;">(If more space is needed, continue on back.)</p> <p>together with all hereditaments and appurtenances belonging thereto. Grantor covenants and represents that:</p> <p>(1) This Deed conveys after-acquired title; and</p> <p>(2) Grantor has not made, done, executed or suffered any act or thing whereby the above-described property or any part thereof, now or at any time hereafter, shall or may be imperiled, charged or incumbered in any manner, and Grantor will warrant the title to the above-described property against all persons claiming the same from or through Grantor as a result of any such act or thing. EXCEPT: _____</p>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Affix Deed Tax Stamp Here</p> </div> <div style="width: 50%; border-top: 1px solid black; border-bottom: 1px solid black;"></div> </div>		
<p>STATE OF MINNESOTA } ss.</p> <p>COUNTY OF _____</p> <p>The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____</p>		
<div style="border: 1px solid black; height: 50px; margin-top: 10px;"></div> <p style="font-size: 0.8em; text-align: center;">NOTARIAL STAMP OR SEAL, OR OTHER TITLE OR RANK</p>	<div style="border: 1px solid black; height: 50px; margin-top: 10px;"></div> <p style="font-size: 0.8em; text-align: center;">SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT</p> <p style="font-size: 0.7em; text-align: center;">Tax Statements for the real property described in this instrument should be sent to include name and address of Grantee(s)</p>	
<div style="border: 1px solid black; height: 80px; margin-top: 10px;"></div> <p style="font-size: 0.8em; text-align: center;">THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)</p>		

**Statutory Authority:** *MS s 507.09*

**History:** *10 SR 838*



# MINNESOTA RULES 1995

689

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.1650

## 2820.1650 FORM NO. 20-M: EXCEPT ASSESSMENTS; INDIVIDUAL(S) TO JOINT TENANTS.

<p style="font-size: small; margin: 0;">LIMITED WARRANTY (1975) Except Assessments</p> <p style="text-align: center; font-weight: bold; margin: 0;">Form No. 20-M</p> <p style="font-size: x-small; margin: 0; text-align: right;">Miller Davis Co., Minneapolis Minnesota Uniform Conveyancing Blanks (1994)</p> <p>Individual(s) to Joint Tenants</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>No delinquent taxes and transfer entered; Certificate of Real Estate Value ( ) filed ( ) not required Certificate of Real Estate Value No. _____ _____, 19____</p> <p style="text-align: right; margin-top: 10px;">County Auditor</p> <p>by _____ Deputy</p> </div> <p>STATE DEED TAX DUE HEREON: \$ _____</p> <p>Date: _____, 19____</p>	<div style="border: 1px solid black; height: 150px; margin-top: 10px;"></div> <p style="text-align: center; font-size: small; margin-top: 5px;">(reserved for recording data)</p>
---	---

FOR VALUABLE CONSIDERATION, \_\_\_\_\_  
(marital status) Grantor (whether one or more),  
 hereby conveys and quitclaims to \_\_\_\_\_  
 \_\_\_\_\_, Grantees, as joint  
 tenants, real property in \_\_\_\_\_ County, Minnesota, described as follows:

(If more space is needed, continue on back.)

together with all hereditaments and appurtenances belonging thereto. Grantor covenants and represents that:

(1) This Deed conveys after-acquired title; and

(2) Grantor has not made, done, executed or suffered any act or thing whereby the above-described property or any part thereof, now or at any time hereafter, shall or may be imperiled, charged or incumbered in any manner, and Grantor will warrant the title to the above-described property against all persons claiming the same from or through Grantor as a result of any such act or thing, EXCEPT: except the lien of all unpaid special assessments and interest thereon; and \_\_\_\_\_

*Affix Deed Tax Stamp Here*

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
 by \_\_\_\_\_

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

THIS INSTRUMENT WAS TESTATED BY STAMP AND ADDRESS

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT  
 Tax Statements for the real property described in this instrument should  
 be sent to (include name and address of Grantor)

**Statutory Authority: MS s 507.09**

**History: 10 SR 838**

# MINNESOTA RULES 1995

## 2820.1700 FORMS FOR CONVEYANCES OF REAL ESTATE

690

### 2820.1700 FORM NO. 21-M: CORPORATION OR PARTNERSHIP TO INDIVIDUAL(S).

<small>LIMITED WARRANTY DEED</small> Corporation or Partnership to Individual(s)  No delinquent taxes and transfer entered; Certificate of Real Estate Value (     ) filed (     ) not required Certificate of Real Estate Value No. _____ _____, 19____  _____ <div style="text-align: right;">County Auditor</div> by _____ <div style="text-align: right;">Deputy</div>	<div style="text-align: right;"> <small>Miller Thesis Co., Minneapolis                      Minnesota Uniform Conveyancing Blanks (1994)</small> </div> <div style="text-align: center; margin-top: 100px;"> <i>(reserved for recording data)</i> </div>
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STATE DEED TAX DUE HEREON: \$ \_\_\_\_\_

Date: \_\_\_\_\_, 19\_\_\_\_

FOR VALUABLE CONSIDERATION, \_\_\_\_\_, a \_\_\_\_\_ under the laws of \_\_\_\_\_,  
 \_\_\_\_\_, Grantor, hereby conveys and quitclaims to \_\_\_\_\_, Grantee (whether one or more),  
 real property in \_\_\_\_\_ County, Minnesota, described as follows:

(If more space is needed, continue on back.)

together with all hereditaments and appurtenances belonging thereto. Grantor covenants and represents that:

(1) This Deed conveys after-acquired title; and

(2) Grantor has not made, done, executed or suffered any act or thing whereby the above-described property or any part thereof, now or at any time hereafter, shall or may be imperiled, charged or incumbered in any manner, and Grantor will warrant the title to the above-described property against all persons claiming the same from or through Grantor as a result of any such act or thing, EXCEPT: \_\_\_\_\_

Affix Deed Tax Stamp Here

By \_\_\_\_\_  
 Its \_\_\_\_\_

By \_\_\_\_\_  
 Its \_\_\_\_\_

STATE OF MINNESOTA }  
 COUNTY OF \_\_\_\_\_ } ss.  
 The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
 by \_\_\_\_\_ and \_\_\_\_\_,  
 the \_\_\_\_\_ and \_\_\_\_\_  
 of \_\_\_\_\_, a \_\_\_\_\_,  
 under the laws of \_\_\_\_\_, on behalf of the \_\_\_\_\_

NOTARIAL STAMP OR SEAL, OR OTHER TITLE OR MARK

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT  
 Tax Statements for the real property described in this instrument should  
 be sent to each name and address of Grantee.

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

**Statutory Authority:** *MS s 507.09*

**History:** *10 SR 838*

# MINNESOTA RULES 1995

691

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.1750

## 2820.1750 FORM NO. 22-M: EXCEPT ASSESSMENTS; CORPORATION OR PARTNERSHIP TO INDIVIDUAL(S).

<small>LIMITED WARRANTY DEED Except Assessments</small> Corporation or Partnership to Individual(s)  <div style="border: 1px solid black; padding: 5px;">                     No delinquent taxes and transfer entered; Certificate                      of Real Estate Value ( ) filed ( ) not required                      Certificate of Real Estate Value No. _____                      _____, 19____   <div style="text-align: right;">County Auditor</div>                      by _____ Deputy                 </div> STATE DEED TAX DUE HEREON: \$ _____  Date: _____, 19____	<small>Miller &amp; Davis Co., Minneapolis Minnesota Uniform Conveyancing Blanks (1984)</small> <div style="border: 1px solid black; height: 150px; margin-top: 10px;"></div> <div style="text-align: center; margin-top: 5px;">(reserved for recording data)</div>
---	--

FOR VALUABLE CONSIDERATION, \_\_\_\_\_ a \_\_\_\_\_ under the laws of \_\_\_\_\_, Grantor, hereby conveys and quitclaims to \_\_\_\_\_, Grantee (whether one or more), real property in \_\_\_\_\_ County, Minnesota, described as follows:

(If more space is needed, continue on back.)  
 together with all hereditaments and appurtenances belonging thereto. Grantor covenants and represents that:  
 (1) This Deed conveys after-acquired title; and  
 (2) Grantor has not made, done, executed or suffered any act or thing whereby the above-described property or any part thereof, now or at any time hereafter, shall or may be imperiled, charged or incumbered in any manner, and Grantor will warrant the title to the above-described property against all persons claiming the same from or through Grantor as a result of any such act or thing. EXCEPT: the lien of all unpaid special assessments and interest thereon; and \_\_\_\_\_

*Affix Deed Tax Stamp Here*

By \_\_\_\_\_  
 Its \_\_\_\_\_  
  
 By \_\_\_\_\_  
 Its \_\_\_\_\_

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

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

NOTARIAL STAMP OR SEAL OR OTHER LIEGE OR RANK

SIGNATURE TO PERSON TAKING ACKNOWLEDGMENT  
 For Signatures: For the real property described in this instrument should be sent to include name and address of Grantee(s)

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

**Statutory Authority:** *MS s 507.09*

**History:** *10 SR 838*

# MINNESOTA RULES 1995

## 2820.1800 FORMS FOR CONVEYANCES OF REAL ESTATE

692

### 2820.1800 FORM NO. 23-M: CORPORATION OR PARTNERSHIP TO CORPORATION OR PARTNERSHIP.

LIMITED WARRANTY DEED		Form No. 23-M	Miller & Davis Co., Minneapolis Minnesota Uniform Conveyancing Blanks (1994)
Corporation or Partnership to Corporation or Partnership		<div>(reserved for recording data)</div>	
No delinquent taxes and transfer entered; Certificate of Real Estate Value ( ) filed ( ) not required Certificate of Real Estate Value No. _____ _____, 19____			
_____ County Auditor			
by _____ Deputy			
STATE DEED TAX DUE HEREON: \$ _____ Date: _____, 19____			

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

(If more space is needed, continue on back.)  
together with all hereditaments and appurtenances belonging thereto. Grantor covenants and represents that:  
(1) This Deed conveys after-acquired title; and  
(2) Grantor has not made, done, executed or suffered any act or thing whereby the above-described property or  
any part thereof, now or at any time hereafter, shall or may be imperiled, charged or incumbered in any  
manner, and Grantor will warrant the title to the above-described property against all persons claiming the  
same from or through Grantor as a result of any such act or thing, EXCEPT: \_\_\_\_\_

Affix Deed Tax Stamp Here

By \_\_\_\_\_  
Its \_\_\_\_\_  
By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

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

NOTARIAL STAMP OR SEAL, OR OTHER TITLE OR RANK

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT  
Tax Statements for the real property described in this instrument should  
be sent to include name and address of (Grantee)

Statutory Authority: *MS s 507.09*  
History: *10 SR 838*

# MINNESOTA RULES 1995

693

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.1850

## 2820.1850 FORM NO. 24-M: EXCEPT ASSESSMENTS; CORPORATION OR PARTNERSHIP TO CORPORATION OR PARTNERSHIP.

<p><small>LIMITED WARRANTY DEED Except Assessments</small></p> <p>Corporation or Partnership to Corporation or Partnership</p> <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <p>No delinquent taxes and transfer entered; Certificate of Real Estate Value ( ) filed ( ) not required Certificate of Real Estate Value No. _____, 19____</p> <p style="text-align: right;">County Auditor</p> <p>by _____ Deputy</p> </div> <p>STATE DEED TAX DUE HEREON: \$ _____</p> <p>Date: _____, 19____</p>	<p style="text-align: center;"><b>Form No. 24-M</b></p> <p style="text-align: right;"><small>Miller Davis Co., Minneapolis Minnesota Uniform Conveyancing Blanks (1984)</small></p> <div style="border: 1px solid black; height: 150px; margin: 5px 0;"></div> <p style="text-align: center;">(reserved for recording data)</p>
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FOR VALUABLE CONSIDERATION, \_\_\_\_\_, a \_\_\_\_\_ under the laws of \_\_\_\_\_, Grantor, hereby conveys and quitclaims to \_\_\_\_\_, Grantee, a \_\_\_\_\_ under the laws of \_\_\_\_\_, real property in \_\_\_\_\_ County, Minnesota, described as follows:

(If more space is needed, continue on back.)

together with all hereditaments and appurtenances belonging thereto. Grantor covenants and represents that:

(1) This Deed conveys after-acquired title; and

(2) Grantor has not made, done, executed or suffered any act or thing whereby the above-described property or any part thereof, now or at any time hereafter, shall or may be imperiled, charged or incumbered in any manner, and Grantor will warrant the title to the above-described property against all persons claiming the same from or through Grantor as a result of any such act or thing, EXCEPT: the lien of all unpaid special assessments and interest thereon; and \_\_\_\_\_

*Affix Deed Tax Stamp Here*

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

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

NOTARIAL STAMP OR SEAL (SHOW OTHER TITLE OR NAME)

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

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

**Statutory Authority:** *MS s 507.09*

**History:** *10 SR 838*

# MINNESOTA RULES 1995

## 2820.1900 FORMS FOR CONVEYANCES OF REAL ESTATE

694

### 2820.1900 FORM NO. 25-M: CORPORATION OR PARTNERSHIP TO JOINT TENANTS.

LIMITED WARRANTY DEED	Form No. 25-M	Miller Law Co., Minneapolis Minnesota Uniform Conveyancing Blanks (1984)
<p>Corporation or Partnership to Joint Tenants</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>No delinquent taxes and transfer entered; Certificate of Real Estate Value ( ) filed ( ) not required Certificate of Real Estate Value No. _____ _____, 19____</p> <p style="text-align: right;">County Auditor</p> <p>by _____ Deputy</p> </div> <p>STATE DEED TAX DUE HEREON: \$ _____</p> <p>Date: _____, 19____</p>	<div style="border: 1px solid black; height: 150px; margin-top: 10px;"></div> <p style="text-align: center;">(reserved for recording data)</p>	
<p>FOR VALUABLE CONSIDERATION, _____ _____, a _____ under the laws of _____, Grantor, hereby conveys and quitclaims to _____ _____, Grantees, as joint tenants, real property in _____ County, Minnesota, described as follows:</p>		
<p style="text-align: center;">(If more space is needed, continue on back.)</p> <p>together with all hereditaments and appurtenances belonging thereto. Grantor covenants and represents that:</p> <p>(1) This Deed conveys after-acquired title; and</p> <p>(2) Grantor has not made, done, executed or suffered any act or thing whereby the above-described property or any part thereof, now or at any time hereafter, shall or may be imperiled, charged or incumbered in any manner, and Grantor will warrant the title to the above-described property against all persons claiming the same from or through Grantor as a result of any such act or thing, EXCEPT: _____</p>		
<p><i>Affix Deed Tax Stamp Here</i></p>	<p>By _____ Its _____</p> <p>By _____ Its _____</p>	
<p>STATE OF MINNESOTA</p> <p>COUNTY OF _____</p> <p>The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____ and _____ the _____ and _____ of _____, a _____ under the laws of _____, on behalf of the _____</p>		
<div style="border: 1px solid black; height: 50px; margin-top: 10px;"></div> <p style="text-align: center; font-size: small;">NOTARIAL STAMP OR SEAL OR OTHER TITLE OR RANK</p>	<p style="text-align: center;">SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT</p> <p style="text-align: center; font-size: x-small;">Tax Stamps for the real property described in this instrument should be sent to include name and address of Grantor.</p>	
<div style="border: 1px solid black; height: 80px; margin-top: 10px;"></div> <p style="text-align: center; font-size: x-small;">THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)</p>		

Statutory Authority: *MS s 507.09*

History: *10 SR 838*

# MINNESOTA RULES 1995

695

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.1950

## 2820.1950 FORM NO. 26-M: EXCEPT ASSESSMENTS; CORPORATION OR PARTNERSHIP TO JOINT TENANTS.

<p><small>LIMITED WARRANTY DEED Except Assessments</small></p> <p style="text-align: center;"><b>Form No. 26-M</b></p> <p style="text-align: right;"><small>Miller-Thies Co., Minneapolis Minnesota Uniform Conveyancing Blanks (1984)</small></p> <p>Corporation or Partnership to Joint Tenants</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>No delinquent taxes and transfer entered; Certificate of Real Estate Value ( ) filed ( ) not required Certificate of Real Estate Value No. _____, 19____</p> <p style="text-align: right;">County Auditor</p> <p>by _____ Deputy</p> </div> <p>STATE DEED TAX DUE HEREON: \$ _____</p> <p>Date: _____, 19____</p>	<div style="border: 1px solid black; height: 150px; margin-top: 10px;"></div> <p style="text-align: center;">(reserved for recording data)</p>
---	--

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

(If more space is needed, continue on back.)

together with all hereditaments and appurtenances belonging thereto. Grantor covenants and represents that:

(1) This Deed conveys after-acquired title; and

(2) Grantor has not made, done, executed or suffered any act or thing whereby the above-described property or any part thereof, now or at any time hereafter, shall or may be imperiled, charged or incumbered in any manner and Grantor will warrant the title to the above-described property against all persons claiming the same from or through Grantor as a result of any such act or thing, EXCEPT: the lien of all unpaid special assessments and interest thereon; and \_\_\_\_\_

*Affix Deed Tax Stamp Here*

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF MINNESOTA } ss.  
COUNTY OF \_\_\_\_\_

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

<p><small>NOTARIAL STAMP OR SEAL, OR OTHER FIELD OR MARK</small></p> <div style="border: 1px solid black; height: 50px; margin-top: 10px;"></div>	<p style="text-align: center;"><small>SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT</small></p> <p style="text-align: center;"><small>Tax Statements for the real property described in this instrument should be sent to include name and address of Grantee:</small></p>
<p><small>THIS INSTRUMENT WAS DRAFTED BY NAME AND ADDRESS:</small></p> <div style="border: 1px solid black; height: 80px; margin-top: 10px;"></div>	

**Statutory Authority:** *MS s 507.09*

**History:** *10 SR 838*

# MINNESOTA RULES 1995

## 2820.1950 FORMS FOR CONVEYANCES OF REAL ESTATE

696

### QUITCLAIM DEEDS

#### 2820.2100 FORM 27M: INDIVIDUAL TO INDIVIDUAL.

<b>Form No. 27-M—QUIT CLAIM DEED</b> <small>Individual (s) to Individual (s)</small>	
<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"><small>No delinquent taxes and transfer entered; Certificate of Real Estate Value ( ) filed ( ) not required Certificate of Real Estate Value No. _____, 19____</small></div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"><div style="text-align: right;"><small>County Auditor</small></div><div>by _____</div><div style="text-align: right;"><small>Deputy</small></div></div>	<div style="border: 1px solid black; height: 150px; margin-top: 10px;"></div> <div style="text-align: center; font-size: small; margin-top: 5px;">(reserved for recording data)</div>
<b>STATE DEED TAX DUE HEREON:</b> \$ _____	
<b>Date:</b> _____, 19____	
<b>FOR VALUABLE CONSIDERATION,</b> _____	
<small>(marital status)</small> _____ <b>Grantor (s),</b>	
hereby convey (s) and quitclaim (s) to _____	
_____ <b>Grantee (s),</b>	
real property in _____ County, Minnesota, described as follows:	
<small>(if more space is needed, continue on back)</small>	
together with all hereditaments and appurtenances belonging thereto.	
<div style="display: flex; justify-content: space-between;"><div>Affix Deed Tax Stamp Here</div><div>_____ _____ _____ _____</div></div>	
<div style="display: flex; align-items: center;"><div>STATE OF MINNESOTA COUNTY OF _____</div><div style="font-size: 2em; margin: 0 10px;">}</div><div style="font-size: 0.8em;">ss.</div></div>	
The foregoing instrument was acknowledged before me this _____ day of _____, 19____,	
by _____, Grantor(s).	
<div style="display: flex; justify-content: space-between;"><div><small>NOTARIAL STAMP OR SEAL (or other title or rank)</small></div><div><small>Signature of person taking acknowledgment</small> _____ <small>Tax Statements for the real property described in this instrument should be sent to (Include name and address of Grantee).</small></div></div>	
<b>THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):</b>	

Statutory Authority: *MS s 507.09*



# MINNESOTA RULES 1995

697

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.2200

2820.2200 FORM 28M: INDIVIDUAL TO PARTNERSHIP OR CORPORATION.

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

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

County Auditor

by \_\_\_\_\_ Deputy

STATE DEED TAX DUE HEREON: \$ \_\_\_\_\_

Date: \_\_\_\_\_, 19\_\_\_\_

(reserved for recording data)

FOR VALUABLE CONSIDERATION, \_\_\_\_\_, Grantor(s),  
(married status)

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

(if more space is needed, continue on back)

together with all hereditaments and appurtenances belonging thereto.

Affix Deed Tax Stamp Here \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF MINNESOTA }  
COUNTY OF \_\_\_\_\_ } ss.

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

(NOTARIAL STAMP OR SEAL  
(or other title or rank))

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

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Statutory Authority: *MS s 507.09*

**2820.2300 FORM 29M: INDIVIDUAL TO JOINT TENANTS.**

**Form No. 28-M - QUIT CLAIM DEED**

Individual(s) to Joint Tenants

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

---

**STATE DEED TAX DUE HEREON:** \$ \_\_\_\_\_

**Date:** \_\_\_\_\_ , 19\_\_\_\_\_

(reserved for recording data)

---

**FOR VALUABLE CONSIDERATION,** \_\_\_\_\_

\_\_\_\_\_, Grantor(s),  
(marital status)

hereby convey (s) and quitclaim (s) to \_\_\_\_\_

\_\_\_\_\_, Grantee(s)

as joint tenants, real property in \_\_\_\_\_ County, Minnesota, described as follows:

\_\_\_\_\_

(if more space is needed, continue on back)

together with all hereditaments and appurtenances belonging thereto.

**Affix Deed Tax Stamp Here**

STATE OF MINNESOTA }  
COUNTY OF \_\_\_\_\_ }

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

---

NOTARIAL STAMP OR SEAL  
(or other title or rank)

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

**THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):**

**Statutory Authority:** *MS s 507.09*

# MINNESOTA RULES 1995

699

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.2400

2820.2400 FORM 30M: CORPORATION OR PARTNERSHIP TO INDIVIDUAL.

<b>Form No. 30-M - QUIT CLAIM DEED</b> Corporation or Partnership to Individual (s)	
<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;">           No delinquent taxes and transfer entered; Certificate of Real Estate Value ( ) filed ( ) not required            Certificate of Real Estate Value No. _____            _____, 19____         </div> <div style="text-align: right; margin-bottom: 10px;">           _____            County Auditor         </div> <div>           by _____  <div style="text-align: right;">Deputy</div> </div>	<div style="border: 1px solid black; height: 150px; margin-top: 10px;"></div>
STATE DEED TAX DUE HEREON: \$ _____  Date: _____, 19____	
<div style="text-align: right;">(reserved for recording data)</div>	
FOR VALUABLE CONSIDERATION, _____ _____, a _____ under the laws of _____ _____, Grantor, hereby conveys and quitclaims to _____ _____, Grantee(s), real property in _____ County, Minnesota, described as follows:	
<div style="text-align: center; font-size: small;">(if more space is needed, continue on back)</div> together with all hereditaments and appurtenances belonging thereto.	
Affix Deed Tax Stamp Here	By _____ Its _____  By _____ Its _____
STATE OF MINNESOTA } COUNTY OF _____ } as.	
The foregoing was acknowledged before me this _____ day of _____, 19____, by _____ and _____, the _____ and _____, of _____, a _____ under the laws of _____, on behalf of the _____	
NOTARIAL STAMP OR SEAL (or other title or rank)	Signature of person taking acknowledgment <small>Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantee):</small>
THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):	

Statutory Authority: *MS s 507.09*

# MINNESOTA RULES 1995

2820.2500 FORMS FOR CONVEYANCES OF REAL ESTATE

700

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

<b>Form No. 31-M - QUIT CLAIM DEED</b> Corporation or Partnership to Corporation or Partnership		(reserved for recording data)
<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;">           No delinquent taxes and transfer entered; Certificate of Real Estate Value ( ) filed ( ) not required            Certificate of Real Estate Value No. _____            _____, 19____         </div> <div style="text-align: right; margin-bottom: 10px;">           _____            County Auditor         </div> <div>           by _____  <div style="text-align: right;">Deputy</div> </div>		
STATE DEED TAX DUE HEREON: \$ _____  Date: _____, 19____		
FOR VALUABLE CONSIDERATION, _____ _____, a _____ under the laws of _____ _____, Grantor, hereby conveys and quitclaims to _____ _____, Grantee, a _____ under the laws of _____, real property in _____ County, Minnesota, described as follows: _____          <div style="text-align: center; font-size: small;">(if more space is needed, continue on back)</div> together with all hereditaments and appurtenances belonging thereto.		
Affix Deed Tax Stamp Here	By _____ Its _____  By _____ Its _____	
STATE OF MINNESOTA } COUNTY OF _____ } ss.		
The foregoing was acknowledged before me this _____ day of _____, 19____, by _____ and _____, the _____ and _____ of _____, a _____ under the laws of _____, on behalf of the _____		
<div style="display: flex; justify-content: space-between;"> <div style="width: 40%;">           NOTARIAL STAMP OR SEAL            (or other title or rank)         </div> <div style="width: 55%;">           Signature of person taking acknowledgment  <small>Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantee):</small> </div> </div>		
THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS): _____		

Statutory Authority: *MS s 507.09*

# MINNESOTA RULES 1995

701

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.2600

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

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

<p>No delinquent taxes and transfer entered; Certificate of Real Estate Value ( ) filed ( ) not required Certificate of Real Estate Value No. _____, 19____</p> <p>_____ County Auditor</p> <p>by _____ Deputy</p>	<p>(reserved for recording data)</p>
--	--------------------------------------

STATE DEED TAX DUE HEREON: \$ \_\_\_\_\_

Date: \_\_\_\_\_, 19\_\_\_\_

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

(if more space is needed, continue on back)

together with all hereditaments and appurtenances belonging thereto.

Affix Deed Tax Stamp Here

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF MINNESOTA } ss.  
COUNTY OF \_\_\_\_\_ }

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

NOTARIAL STAMP OR SEAL  
(or other title or rank)

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

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Statutory Authority: *MS s 507.09*

# MINNESOTA RULES 1995

## 2820.2700 FORMS FOR CONVEYANCES OF REAL ESTATE

702

### TRUSTEE'S DEEDS

#### 2820.2700 FORM NO. 37-M; TRUSTEE'S DEED BY INDIVIDUAL.

Subpart 1. **Recommended form.** The recommended form for a trustee's deed by individual is contained in subpart 2.

#### Subp. 2. Contents.

Form No. 37-M - TRUSTEE'S DEED		Minnesota Uniform Conveyancing Blanks
<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"><small>No delinquent taxes and transfer entered; Certificate of Real Estate Value ( ) filed ( ) not required Certificate of Real Estate Value No. _____ _____, 19____</small></div> <div style="text-align: right; margin-bottom: 10px;">County Auditor</div> <div>by _____ Deputy</div>	<div style="border: 1px solid black; height: 150px; margin-top: 10px;"></div> <div style="text-align: center; font-size: x-small; margin-top: 5px;">(reserved for recording data)</div>	
<b>DEED TAX DUE HEREON:</b> \$ _____ <b>Date:</b> _____, 19____		
<b>FOR VALUABLE CONSIDERATION,</b> _____ _____, as Trustee(s) of _____ <small>(Name of Trust)</small>		
hereby convey(s) to _____, Grantor(s). _____, Grantee(s). real property in _____ County, Minnesota, described as follows:		
<small>(if more space is needed, continue on back)</small> together with all hereditaments and appurtenances belonging thereto.		
<div style="text-align: center;"><b>TRUSTEE(S)</b></div> <div style="border-bottom: 1px solid black; height: 40px; margin-top: 10px;"></div>		
<div style="text-align: center;">Affix Deed Tax Stamp Here</div>		
<div>STATE OF MINNESOTA</div> <div>COUNTY OF _____ } ss.</div>		
The foregoing was acknowledged before me this _____ day of _____, 19____, by _____ as Trustee(s) of _____ <small>(Name of Trust)</small>		
_____, Grantor(s).		
<div style="border: 1px solid black; height: 50px; margin-top: 10px;"></div> <div style="border: 1px solid black; height: 100px; margin-top: 10px;"></div>	<div style="border: 1px solid black; padding: 5px; margin-top: 10px;"><small>SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT</small> <small>The Statements for the real property described in this instrument should be sent to (include name and address of Grantee):</small></div>	

**Statutory Authority:** *MS s 507.09*  
**History:** *14 SR 216*

# MINNESOTA RULES 1995

703

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.2701

## 2820.2701 FORM NO. 38-M; TRUSTEE'S DEED BY INDIVIDUAL TO JOINT TENANTS.

Subpart 1. **Recommended form.** The recommended form for a trustee's deed by an individual to joint tenants is contained in subpart 2.

### Subp. 2. Contents.

<p><small>Form No. 38-M - TRUSTEE'S DEED By Individual to Joint Tenants</small></p> <p><small>Minnesota Uniform Conveyance Blanks</small></p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>No delinquent taxes and transfer entered; Certificate of Real Estate Value ( ) filed ( ) not required Certificate of Real Estate Value No. _____ _____, 19____</p> <p style="text-align: right;">County Auditor</p> <p>by _____ Deputy</p> </div> <p>DEED TAX DUE HEREON: \$ _____</p> <p>Date: _____, 19____</p> <p>FOR VALUABLE CONSIDERATION, _____</p> <p>_____, as Trustee(s) of _____ <small>(Name of Trust)</small></p> <p>_____, Grantor(s), hereby convey(s) to _____, Grantee(s) as Joint Tenants, real property in _____ County, Minnesota, described as follows:</p> <p style="text-align: center; font-size: small;">(If more space is needed, continue on back)</p> <p>together with all hereditaments and appurtenances belonging thereto.</p> <p style="text-align: right;">TRUSTEE(S)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Affix Deed Tax Stamp Here</p> <p>STATE OF MINNESOTA } COUNTY OF _____ } ss.</p> <p>The foregoing was acknowledged before me this _____ day of _____, 19____, by _____ as Trustee(s) of _____ <small>(Name of Trust)</small></p> <p>_____, Grantor(s).</p>	<div style="border: 1px solid black; height: 150px; margin-top: 10px;"></div> <p style="text-align: center;">(reserved for recording data)</p>
--	--

<p>NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)</p> <div style="border: 1px solid black; height: 50px; margin-top: 10px;"></div> <p>THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):</p> <div style="border: 1px solid black; height: 100px; margin-top: 10px;"></div>	<p>SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT</p> <p>_____ _____ _____</p> <p><small>Tax Statements for the real property described in this instrument should be sent to (Include name and address of Grantor):</small></p>
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**Statutory Authority:** *MS s 507.09*

**History:** *14 SR 216*

# MINNESOTA RULES 1995

## 2820.2702 FORMS FOR CONVEYANCES OF REAL ESTATE

704

### 2820.2702 FORM NO. 39-M; TRUSTEE'S DEED BY CORPORATION.

Subpart 1. **Recommended form.** The recommended form for a trustee's deed by a corporation is contained in subpart 2.

#### Subp. 2. Contents.

Form No. 39-M - TRUSTEE'S DEED		Minnesota Uniform Conveyancing Blanks
By Corporation		
<div>No delinquent taxes and transfer entered; Certificate of Real Estate Value ( ) filed ( ) not required Certificate of Real Estate Value No. _____ _____, 19____  County Auditor by _____ Deputy</div>		<div>(reserved for recording data)</div>
DEED TAX DUE HEREON: \$ _____		
Date: _____, 19____		
FOR VALUABLE CONSIDERATION, _____ _____, as Trustee of (Name of Trust) _____, Grantor(s), hereby convey(s) to _____, Grantee(s), real property in _____ County, Minnesota, described as follows:		

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

#### TRUSTEE

Affix Deed Tax Stamp Here		By _____ Its _____
STATE OF MINNESOTA	} ss.	By _____ Its _____
COUNTY OF _____		
The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by the _____ and _____, of _____ a corporation under the laws of _____, on behalf of the corporation as Trustee of _____ (Name of Trust) _____, Grantor(s).		

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

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

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):
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Statutory Authority: *MS s 507.09*

History: *14 SR 216*



# MINNESOTA RULES 1995

705

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.2703

## 2820.2703 FORM NO. 40-M; TRUSTEE'S DEED BY CORPORATION TO JOINT TENANTS.

Subpart 1. **Recommended form.** The recommended form for a trustee's deed by a corporation to joint tenants is contained in subpart 2.

### Subp. 2. Contents.

Form No. 40-M - TRUSTEE'S DEED		Minnesota Uniform Conveyancing Blanks
By Corporation to Joint Tenants		
<p>No delinquent taxes and transfer entered; Certificate of Real Estate Value ( ) filed ( ) not required            Certificate of Real Estate Value No. _____, 19____</p> <p style="text-align: right;">County Auditor</p> <p>by _____ Deputy</p>	<p>(reserved for recording data)</p>	
<p>DEED TAX DUE HEREON: \$ _____</p> <p>Date: _____, 19____</p>		
<p>FOR VALUABLE CONSIDERATION, _____</p> <p>_____, as Trustee of _____</p> <p style="text-align: center; font-size: x-small;">(Name of Trust)</p> <p>_____, Grantor(s),</p> <p>hereby convey(s) to _____,</p> <p>_____, Grantees as Joint Tenants,</p> <p>real property in _____ County, Minnesota, described as follows:</p>		
<p style="text-align: center; font-size: x-small;">(If more space is needed, continue on back)</p> <p>together with all hereditaments and appurtenances belonging thereto.</p>		
<p style="text-align: center;">TRUSTEE</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> <p>Affix Deed Tax Stamp Here</p> </div> <div style="width: 55%;"> <p>By _____</p> <p>Its _____</p> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 40%;"> <p>STATE OF MINNESOTA }            COUNTY OF _____ }</p> </div> <div style="width: 55%;"> <p>By _____</p> <p>Its _____</p> </div> </div> <p>The foregoing instrument was acknowledged before me this _____ day of _____, 19____,</p> <p>by _____ and _____,</p> <p>the _____ and _____,</p> <p>of _____, a corporation</p> <p>under the laws of _____, on behalf of the corporation</p> <p>as Trustee of _____</p> <p style="text-align: center; font-size: x-small;">(Name of Trust)</p> <p style="text-align: right;">_____, Grantor(s).</p>		
<p>NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK):</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	<p style="text-align: center; font-size: x-small;">SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT</p> <p>_____  <small>Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantor):</small></p>	
<p>THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>		

**Statutory Authority:** *MS s 507.09*

**History:** *14 SR 216*

# MINNESOTA RULES 1995

## 2820.2750 FORMS FOR CONVEYANCES OF REAL ESTATE

706

### TRUSTS

#### 2820.2750 FORM 40.1-M: CERTIFICATE OF TRUST BY AN INDIVIDUAL.

Subpart 1. **Recommended form.** The recommended form for a certificate of trust by an individual is contained in subpart 2.

#### Subp. 2. Contents.

<p style="font-size: small;">Certificate of Trust Minn. Stat. §501B.94 By Individual</p> <p style="text-align: center; font-weight: bold; font-size: large;">CERTIFICATE OF TRUST</p> <p>STATE OF MINNESOTA</p> <p>COUNTY OF _____ } ss.</p>	<p style="text-align: center; font-weight: bold; font-size: small;">Form No. 40.1-M</p> <p style="text-align: right; font-size: x-small;">Minnesota Uniform Conveyancing Blanks (1992)</p> <div style="border: 1px solid black; height: 150px; margin-top: 10px;"></div> <p style="text-align: right; font-size: x-small;">(reserved for recording data)</p>
--	--

\_\_\_\_\_, being first duly sworn, on oath says:

1. The name of the Trust is: \_\_\_\_\_
2. The date of the Trust Instrument is: \_\_\_\_\_
3. The name of each Grantor/Settlor is: \_\_\_\_\_
4. The name of each original Trustee is: \_\_\_\_\_
5. The name and address of each Trustee empowered to act under the Trust Instrument at the time of execution of this Certificate is: \_\_\_\_\_

6. The Trustees are authorized by the Instrument to sell, convey, pledge, mortgage, lease, or transfer title to any interest in real or personal property, EXCEPT as limited by the following (if none, so indicate): \_\_\_\_\_  
(Insert limitations on Trustee(s) authority, or if there is no limitation insert "None".)

7. Any other Trust provisions the undersigned wishes to include: \_\_\_\_\_

8. The Trust ☐ has ☐ has not (check one) terminated or been revoked.

9. The statements contained in this Certificate of Trust are true and correct and there are no other provisions in the Trust Instrument or amendments to it that limit the powers of the Trustee(s) to sell, convey, pledge, mortgage, lease, or transfer title to interests in real or personal property.

Signature of Trustee or Grantor/Settlor

\_\_\_\_\_

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Signature of Notary Public or Other Official

\_\_\_\_\_

THIS INSTRUMENT WAS DRAFTED BY (NAME & ADDRESS)

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

**Statutory Authority:** *MS s 45.023; 507.09*  
**History:** *18 SR 1409*

# MINNESOTA RULES 1995

707

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.2752

## 2820.2752 FORM 40.2-M: CERTIFICATE OF TRUST BY A CORPORATION.

Subpart 1. **Recommended form.** The recommended form for a certificate of trust by a corporation is contained in subpart 2.

### Subp. 2. Contents.

<p style="font-size: small; margin: 0;">Certificate of Trust Minn. Stat. §5013.06 By Corporation</p> <p style="text-align: center; font-weight: bold; margin: 10px 0;">CERTIFICATE OF TRUST</p> <p style="margin-top: 20px;">STATE OF MINNESOTA</p> <p>COUNTY OF _____ } ss.</p>	<p style="font-size: small; margin: 0; text-align: center;">Form No. 40.3-M Minnesota Uniform Conveyancing Blanks (1998)</p> <div style="border: 1px solid black; height: 150px; margin: 10px 0;"></div> <p style="text-align: center; font-size: small;">(reserved for recording data)</p>
--	---

\_\_\_\_\_, being first duly sworn, on oath says:

1. The name of the Trust is: \_\_\_\_\_
2. The date of the Trust Instrument is: \_\_\_\_\_
3. The name of each Grantor/Settlor is: \_\_\_\_\_
4. The name of each original Trustee is: \_\_\_\_\_
5. The name and address of each Trustee empowered to act under the Trust Instrument at the time of execution of this Certificate is: \_\_\_\_\_
6. The Trustees are authorized by the Instrument to sell, convey, pledge, mortgage, lease, or transfer title to any interest in real or personal property, EXCEPT as limited by the following (if none, so indicate):  

(Insert limitations on Trustee(s) authority, or if there is no limitation insert "None".)
7. Any other Trust provisions the undersigned wishes to include: \_\_\_\_\_
8. The Trust ☐ has ☐ has not (check one) terminated or been revoked.
9. The statements contained in this Certificate of Trust are true and correct and there are no other provisions in the Trust Instrument or amendments to it that limit the powers of the Trustee(s) to sell, convey, pledge, mortgage, lease, or transfer title to interests in real or personal property.
10. \_\_\_\_\_ he is the \_\_\_\_\_ of \_\_\_\_\_  
a \_\_\_\_\_ corporation, which is a Trustee or Grantor/Settlor of the Trust.

Signature of Trustee or Grantor/Settlor

\_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Subscribed and Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 19 \_\_\_\_\_

Signature of Notary Public or Other Official

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

THIS INSTRUMENT WAS DRAFTED BY (NAME & ADDRESS)

**Statutory Authority:** *MS s 45.023; 507.09*

**History:** *18 SR 1409*

# MINNESOTA RULES 1995

## 2820.2754 FORMS FOR CONVEYANCES OF REAL ESTATE

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### 2820.2754 FORM 40.3-M: AFFIDAVIT OF TRUSTEE.

Subpart 1. **Recommended form.** The recommended form for an affidavit of trustee is contained in subpart 2.

#### Subp. 2. Contents.

Affiant of Trustee	Form No. 40.3-M	Minnesota Uniform Conveyancing Blanks (1992)
<p><small>Affidavit of Trustee regarding Certificate of Trust or Trust Instrument pursuant to Minn. Stat. § 601B.07</small></p> <p style="text-align: center; font-weight: bold; margin: 20px 0;">AFFIDAVIT OF TRUSTEE</p> <p>STATE OF MINNESOTA</p> <p>COUNTY OF _____ } ss.</p>	<p style="text-align: right;">(reserved for recording data)</p>	
<p>_____, being first duly sworn on oath, says that:</p> <p>1. Affiant is a Trustee named in that certain Certificate of Trust (or Trust Instrument) dated _____, 19____, and filed for record _____, 19____, as Document Number _____ (or in Book _____ of _____, Page _____) in the office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota, regarding the Trust named _____, which Certificate of Trust was executed by Affiant or another Trustee or the Grantor of the Trust described in the Certificate of Trust (or set forth in the Trust Instrument), and which relates to real property in _____ County, Minnesota, legally described as follows:</p> <p style="text-align: center; font-size: small;">(If more space is needed, continue on back or on attachment.)</p> <p>2. The name and address of each Trustee empowered to act under the Trust Instrument at the time of the execution of this Affidavit is:</p> <p>3. The Trustee(s) who have executed that certain instrument, relating to the real property described above, between _____, as Trustee(s), and _____, dated _____, 19____:</p> <p style="margin-left: 20px;">(a) are empowered by the provisions of the Trust Instrument to sell, convey, pledge, mortgage, lease, or transfer title to any interest in real property held in trust; and</p> <p style="margin-left: 20px;">(b) are the requisite number of Trustee(s) required by the provisions of the Trust Instrument to execute and deliver such an instrument.</p> <p>4. The Trust <input type="checkbox"/> has not terminated or been revoked. <input type="checkbox"/> has terminated or been revoked, but the execution and delivery of the instrument described in paragraph 3 were made pursuant to the provisions of the Trust Instrument prior to its termination or revocation.</p> <p>5. There has been no amendment to the Trust Instrument which limits the power of Trustee(s) to execute and deliver the instrument described in paragraph 3.</p> <p>6. The Trust <input type="checkbox"/> is not supervised by any Court. <input type="checkbox"/> is supervised by the _____ Court of _____ County, _____, and all necessary approval has been obtained from the Court for the Trustee(s) to execute and deliver the instrument described in paragraph 3.</p> <p>7. Affiant does not have actual knowledge of any facts indicating that the Trust is invalid.</p>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p style="text-align: center; font-size: x-small;">THIS INSTRUMENT WAS DRAFTED BY NAME &amp; ADDRESS</p> <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div> </div> <div style="width: 50%;"> <p>Subscribed and Sworn to before me this _____ day of _____, 19____</p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p style="text-align: center; font-size: x-small;">SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL</p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p style="text-align: center; font-size: x-small;">NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR NAME)</p> <div style="border: 1px solid black; height: 60px; margin-top: 5px;"></div> </div> </div>		

Statutory Authority: *MS s 45.023; 507.09*

History: *18 SR 1409*

# MINNESOTA RULES 1995

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FORMS FOR CONVEYANCES OF REAL ESTATE 2820.2900

## FORMS PERTAINING TO MARRIAGE DISSOLUTION

### 2820.2900 FORM 35-M. INDIVIDUAL TO INDIVIDUAL; QUIT CLAIM DEED RESERVING LIEN IN MARRIAGE DISSOLUTION (DIVORCE) JUDGMENT AND DECREE.

Subpart 1. **Recommended form.** The recommended form for a quit claim deed reserving a lien in marriage dissolution (divorce) judgment and decree, individual to individual, is contained in subpart 2.

#### Subp. 2. Contents.

QUIT CLAIM DEED RESERVING LIEN IN MARRIAGE DISSOLUTION (DIVORCE) JUDGMENT AND DECREE		Form No. 35-M	Minnesota Uniform Conveyancing Blanks
Individual to Individual			
<div>No delinquent taxes and transfer entered; Certificate of Real Estate Value ( ) filed ( ) not required Certificate of Real Estate Value No. _____ _____, 19____  County Auditor by _____ Deputy</div>		<div>(reserved for recording data)</div>	
DEED TAX DUE HEREON: \$ _____			
Date: _____, 19____			
FOR VALUABLE CONSIDERATION, _____, Grantor(s), <small>(marital status)</small>			
hereby convey(s) and quitclaim(s) to _____, Grantee(s), real property in _____ County, Minnesota, described as follows:			

(If more space is needed, continue on back)  
together with all hereditaments and appurtenances belonging thereto, but reserving the lien(s), if any, in favor of Grantor, created in Marriage Dissolution (Divorce) Case No. \_\_\_\_\_ in \_\_\_\_\_ County, Minnesota.

Affix Deed Tax Stamp Here

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

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

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

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

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):
--

Statutory Authority: *MS s 507.09*

History: *12 SR 2392*

# MINNESOTA RULES 1995

## 2820.2950 FORMS FOR CONVEYANCES OF REAL ESTATE

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**2820.2950 FORM 36-M. RELEASE OF LAND FROM LIEN IN MARRIAGE DIS-  
SOLUTION (DIVORCE) JUDGMENT AND DECREE.**

**Subpart 1. Recommended form.** The recommended form for the release of land in marriage dissolution (divorce) judgment and decree is contained in subpart 2.

## Subp. 2. Contents.

RELEASE OF LAND FROM LIEN IN MARRIAGE DISSOLUTION (DIVORCE) JUDGMENT AND DECREE	Form No. 36-M	Minnesota Uniform Conveyancing Blanks
<p><b>Release of Land from Lien in Marriage Dissolution (Divorce) Judgment and Decree</b></p>		

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

(If more space is needed, continue on back)

is hereby released from the lien(s) owned by the undersigned, created in Marriage Dissolution (Divorce) Case No. \_\_\_\_\_ in \_\_\_\_\_ County, Minnesota.

(If registered land, Judgment and Decree is filed as Document Number(s) \_\_\_\_\_, files of the Registrar of Titles.)

STATE OF MINNESOTA }  
COUNTY OF \_\_\_\_\_ }

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
by \_\_\_\_\_

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):	SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT
	NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR NAME)

**Statutory Authority:** *MS s 507.09*

**History:** 12 SR 2392

# MINNESOTA RULES 1995

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FORMS FOR CONVEYANCES OF REAL ESTATE 2820.2955

## 2820.2955 FORM 126-M: SUMMARY REAL ESTATE DISPOSITION JUDGMENT.

Subpart 1. **Recommended form.** The recommended form for a summary real estate disposition judgment pursuant to Minnesota Statutes, section 518.191 is contained in subpart 2.

Subp. 2. **Contents.**

Summary Real Estate Disposition Judgment  
Pursuant to Minn. Stat. §518.191

**Form No. 126-M**

Minnesota Uniform Conveyancing Blanks (1991)

**STATE OF MINNESOTA**

**DISTRICT COURT**

**COUNTY OF** \_\_\_\_\_

\_\_\_\_\_ **JUDICIAL DISTRICT**  
**Family Court Division**

**In Re the Marriage of:**

**Court File No.** \_\_\_\_\_

\_\_\_\_\_,  
Petitioner,  
and  
\_\_\_\_\_,  
Respondent

### SUMMARY REAL ESTATE DISPOSITION JUDGMENT

Check here if part or all of the land herein is Torrens ☐

Date of Parties' marriage: \_\_\_\_\_

Date of entry of Judgment and Decree of Dissolution: \_\_\_\_\_

Name(s) of Petitioner's Attorney(s): \_\_\_\_\_

Name(s) of Respondent's Attorney(s): \_\_\_\_\_

**OR** Check here if parties appeared pro se: ☐ Petitioner ☐ Respondent

Name of Judge who signed Order for Judgment and Decree: \_\_\_\_\_

Name of Referee, if any, who signed Order for Judgment and Decree: \_\_\_\_\_

The Judgment and Decree resulted from (check one):

☐ Stipulation ☐ Default With No Appearance ☐ Trial

Appearances at the Default or Trial: \_\_\_\_\_

Name change (if any) of parties in Judgment and Decree: (if none check here ☐ )

Petitioner from \_\_\_\_\_ to \_\_\_\_\_  
(former name) (present name)

Respondent from \_\_\_\_\_ to \_\_\_\_\_  
(former name) (present name)

**THE FOLLOWING ARE THE REAL ESTATE DISPOSITIONS IN THE JUDGMENT AND DECREE:**

# MINNESOTA RULES 1995

## 2820.2955 FORMS FOR CONVEYANCES OF REAL ESTATE

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Legal Description:

Certificate of Title No. \_\_\_\_\_

(if land is Torrens)

\_\_\_\_\_ County, Minnesota

Names of persons awarded an interest in the above real estate:

Interest awarded:

Liens, mortgages, encumbrances or other interests in the above real estate created by the Judgment and Decree (include name of person to whom awarded and interest awarded):

Triggering or contingent events set forth in the Judgment and Decree affecting the disposition of the above real estate:

(File a certified copy of this Summary Real Estate Disposition Judgment  
with the Registrar of Titles and/or County Recorder in the county where each Parcel is located.)

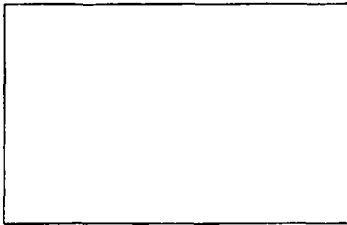


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## FORMS FOR CONVEYANCES OF REAL ESTATE 2820.2955

**Approval of Summary Real Estate Disposition Judgment:**



(space for Approval Stamp of Referee, if any)

By the Court:

\_\_\_\_\_  
Judge

Date: \_\_\_\_\_

COURT ADMINISTRATOR

Date: \_\_\_\_\_, 19\_\_\_\_

By \_\_\_\_\_  
Deputy

**Statutory Authority:** *MS s 45.023; 507.09*

**History:** *17 SR 1829*

# MINNESOTA RULES 1995

## 2820.3000 FORMS FOR CONVEYANCES OF REAL ESTATE

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### MORTGAGES

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

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

#### Subp. 2. Contents.

MORTGAGE		Form No. 41-M	Miller Harris Co., Minneapolis (1712-05) Minnesota Uniform Conveyancing Blanks (1995)
By Individual	<div style="border: 1px solid black; height: 100px; width: 100%; text-align: center; padding-top: 80px;">(reserved for mortgage registry tax payment data)</div>	<div style="border: 1px solid black; height: 180px; width: 100%; text-align: center; padding-top: 80px;">(reserved for recording data)</div>	

MORTGAGE REGISTRY TAX DUE HEREON:

\$ \_\_\_\_\_

THIS INDENTURE, Made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

between \_\_\_\_\_

\_\_\_\_\_, Mortgagor (whether one or more).

and \_\_\_\_\_

\_\_\_\_\_, Mortgagee (whether one or more).

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

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

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

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

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

AND MORTGAGOR covenants with Mortgagee as follows:

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

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

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

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

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

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

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

MORTGAGOR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

} ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
by \_\_\_\_\_

THIS INSTRUMENT WAS DRAFTED BY NAME AND ADDRESS

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE FOR RANK)

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

**Statutory Authority:** *MS s 507.09*

**History:** *11 SR 534*

# MINNESOTA RULES 1995

## 2820.3100 FORMS FOR CONVEYANCES OF REAL ESTATE

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

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

#### Subp. 2. Contents.

**RESIDENTIAL MORTGAGE** Miller Davis Co., Minneapolis  
Pursuant to Minn. Stat. Sec. 47.20 (1991) Individual to Individual **Form No. 41½-M** Minnesota Uniform Conveyancing Blanks (1991)

(reserved for mortgage registry tax payment data)

(reserved for recording data)

**MORTGAGE REGISTRY TAX DUE HEREON:**

\$ \_\_\_\_\_

THIS INDENTURE, Made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,

between \_\_\_\_\_

\_\_\_\_\_, Mortgagor (whether one or more),  
(Marital Status) \_\_\_\_\_  
and \_\_\_\_\_

\_\_\_\_\_, Mortgagee (whether one or more),

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

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

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

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

AND THE MORTGAGOR covenants with the Mortgagee as follows:

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

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

# MINNESOTA RULES 1995

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## FORMS FOR CONVEYANCES OF REAL ESTATE 2820.3100

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

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

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

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

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

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

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

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

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

MORTGAGOR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State of Minnesota

County of \_\_\_\_\_

} ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
by \_\_\_\_\_

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

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

Statutory Authority: *MS s 507.09*

# MINNESOTA RULES 1995

## 2820.3200 FORMS FOR CONVEYANCES OF REAL ESTATE

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

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

#### Subp. 2. Contents.

#### RESIDENTIAL MORTGAGE

Pursuant to Minn. Stat. Sec. 47.31 (1995): Individual to Corporation or Partnership **Form No. 42½-M**

Miller Davis Co., Minneapolis  
Minnesota Uniform Conveyancing Blanks (1995)

(reserved for mortgage registry tax payment data)

(reserved for recording data)

**MORTGAGE REGISTRY TAX DUE HEREON:**

\$ \_\_\_\_\_

THIS INDENTURE, Made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,

between \_\_\_\_\_

\_\_\_\_\_, Mortgagor (whether one or more),

and \_\_\_\_\_

a \_\_\_\_\_ under the laws of \_\_\_\_\_, Mortgagee,

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

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

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

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

AND THE MORTGAGOR covenants with the Mortgagee as follows:

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

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

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## FORMS FOR CONVEYANCES OF REAL ESTATE 2820.3200

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

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

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

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

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

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

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

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

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

MORTGAGOR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State of Minnesota

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
by \_\_\_\_\_

NOTARIAL STAMP FOR SEAL, OR OTHER TITLE OR RANK

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

THIS INSTRUMENT WAS READ TO THE PARTY(IES) BY NAME AND ADDRESS

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

Statutory Authority: *MS s 507.09*

# MINNESOTA RULES 1995

## 2820.3300 FORMS FOR CONVEYANCES OF REAL ESTATE

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

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

#### Subp. 2. Contents.

<p><b>MORTGAGE</b> <small>By Corporation or Partnership</small></p> <div style="border: 1px solid black; height: 100px; margin: 10px 0;"></div> <p style="text-align: center; font-size: small;">(reserved for mortgage registry tax payment data)</p>	<p style="text-align: center;"><b>Form No. 43-M</b></p> <p style="text-align: right; font-size: x-small;">Miller-Davies Co., Minneapolis (7-17-85) Minnesota Uniform Conveyance Blanks (1985)</p> <div style="border: 1px solid black; height: 150px; margin: 10px 0;"></div> <p style="text-align: center; font-size: small;">(reserved for recording data)</p>
--	--

**MORTGAGE REGISTRY TAX DUE HEREON:**

\$ \_\_\_\_\_

THIS INDENTURE, Made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,

between \_\_\_\_\_,

a \_\_\_\_\_ under the laws of \_\_\_\_\_,

Mortgagor (whether one or more), and \_\_\_\_\_,

\_\_\_\_\_, Mortgagee (whether one or more),

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

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

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

that Mortgagee shall quietly enjoy and possess the same, and that Mortgagor will warrant and defend the title to the same against all lawful claims not hereinbefore specifically excepted.

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



AND MORTGAGOR covenants with Mortgagee as follows:

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

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

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

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

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

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

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

MORTGAGOR

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

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

THIS INSTRUMENT WAS (WITNESSED BY NAME AND ADDRESS)

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR MARK)

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

Statutory Authority: *MS s 507.09*

History: *11 SR 534*

# MINNESOTA RULES 1995

## 2820.3600 FORMS FOR CONVEYANCES OF REAL ESTATE

722

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

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

#### Subp. 2. Contents.

ASSIGNMENT OF MORTGAGE	Form No. 46-M	Miller-Thane Co., Minneapolis (12-18-85) Minnesota Uniform Conveyancing Blanks (1995)
<p style="text-align: center; font-size: 1.2em; margin: 20px 0;">Assignment Of Mortgage</p> <p>Date: _____, 19__</p> <p style="margin-top: 40px;">FOR VALUABLE CONSIDERATION, _____</p> <p>Assignor (whether one or more), hereby sells, assigns and transfers to _____</p> <p>Assignee (whether one or more), the Assignor's interest in the Mortgage dated _____, 19__, executed by _____</p> <p>as Mortgagor, to _____</p> <p>as Mortgagee, and filed for record _____, 19__, as Document Number _____ (or in Book _____ of _____ Page _____), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota, together with all right and interest in the note and obligations therein specified and the debt thereby secured. Assignor covenants with Assignee, its successors and assigns, that there is still due and unpaid of the debt secured by the Mortgage the sum of _____ DOLLARS, with interest thereon from _____, 19__, and that Assignor has good right to sell, assign and transfer the same.</p> <p style="text-align: center; margin-top: 10px;">ASSIGNOR(S)</p> <p>_____ _____ _____ _____</p> <div style="display: flex; align-items: center; margin-top: 20px;"><div style="flex: 1;">STATE OF MINNESOTA COUNTY OF _____ } "</div><div style="flex: 2;">The foregoing instrument was acknowledged before me this _____ day of _____, 19__, by _____</div></div>	<div style="border: 1px solid black; height: 150px; margin-bottom: 10px;"></div> <p style="text-align: center; font-size: 0.8em;">(reserved for recording data)</p>	
<div style="border: 1px solid black; height: 100px; margin-top: 20px;"></div> <p style="font-size: 0.8em; margin-top: 10px;">THIS INSTRUMENT WAS DRAFTED BY: (NAME AND ADDRESS)</p>	<div style="border: 1px solid black; height: 100px; margin-top: 20px;"></div> <p style="font-size: 0.8em; margin-top: 10px;">SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT</p> <p style="font-size: 0.8em; margin-top: 10px;">NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)</p>	

**Statutory Authority:** *MS s 507.09*

**History:** *11 SR 534*

# MINNESOTA RULES 1995

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FORMS FOR CONVEYANCES OF REAL ESTATE 2820.3700

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

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

Subp. 2. **Contents.**

ASSIGNMENT OF MORTGAGE <small>By Corporation or Partnership</small>	Form No. 47-M	<small>Miller, Davis Co., Minneapolis 1218-83 Minnesota Uniform Conveyancing Blanks (1985)</small>
Assignment Of Mortgage	(reserved for recording data)	
<p>Date: _____, 19____</p> <p>FOR VALUABLE CONSIDERATION, _____</p> <p>a _____ under the laws of _____</p> <p>Assignor (whether one or more), hereby sells, assigns and transfers to _____</p> <p>Assignee (whether one or more), the Assignor's interest in the Mortgage dated _____, 19____,</p> <p>executed by _____</p> <p>as Mortgagor, to _____</p> <p>as Mortgagee, and filed for record _____, 19____, as Document Number _____</p> <p>(or in Book _____ of _____ Page _____), in the Office of the (County Recorder)</p> <p>(Registrar of Titles) of _____ County, Minnesota, together with all right and interest</p> <p>in the note and obligations therein specified and the debt thereby secured. Assignor covenants with Assignee, its</p> <p>successors and assigns, that there is still due and unpaid of the debt secured by the Mortgage the sum of</p> <p>_____ DOLLARS, with interest thereon from</p> <p>_____, 19____, and that Assignor has good right to sell, assign and transfer the same.</p> <p style="text-align: center;">ASSIGNOR</p> <p style="text-align: right;">By _____</p> <p style="text-align: right;">Its _____</p> <p style="text-align: right;">By _____</p> <p style="text-align: right;">Its _____</p>		
<p>STATE OF MINNESOTA } n.</p> <p>COUNTY OF _____</p> <p>The foregoing instrument was acknowledged before me this _____ day of _____, 19____,</p> <p>by _____ and _____</p> <p>the _____ and _____</p> <p>of _____, a _____</p> <p>under the laws of _____, on behalf of the _____</p>		
<p><small>THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)</small></p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	<p><small>SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT</small></p> <p>_____</p> <p><small>NOTARIAL STAMP OR SEAL (OR OTHER TYPE FOR RANK)</small></p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	

**Statutory Authority:** *MS s 507.09*

**History:** *11 SR 534*

# MINNESOTA RULES 1995

## 2820.3900 FORMS FOR CONVEYANCES OF REAL ESTATE

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

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

#### Subp. 2. Contents.

<small>SATISFACTION OF MORTGAGE By Individual</small>	<b>Form No. 50-M</b>	<small>Miller Davis Co., Minneapolis (717 RS) Minnesota Uniform Conveyancing Blanks (1995)</small>
<h3>Satisfaction Of Mortgage</h3>	(reserved for recording data)	
Date: _____, 19____		
THAT CERTAIN MORTGAGE owned by the undersigned, dated _____, 19____, executed by _____, _____, as Mortgagor, to _____, as Mortgagee, and filed for record _____, 19____, as Document Number _____ (or in Book _____ of _____ Page _____), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota, is, with the indebtedness thereby secured, fully paid and satisfied.		
_____ _____ _____ _____		
STATE OF MINNESOTA COUNTY OF _____		
The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____		
<div style="border: 1px solid black; height: 100px; margin-top: 10px;"></div>	<div style="border: 1px solid black; height: 100px; margin-top: 10px;"></div>	

**Statutory Authority:** *MS s 507.09*

**History:** *11 SR 534*



# MINNESOTA RULES 1995

## 2820.4005 FORMS FOR CONVEYANCES OF REAL ESTATE

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### 2820.4005 FORM 51 1/2-M: SATISFACTION OF MORTGAGE BY CORPORATION WITH CHANGE OF NAME OR IDENTITY.

Subpart 1. **Recommended form.** The recommended form for a satisfaction of mortgage by a corporation with a change of name or identity pursuant to Minnesota Statutes, section 507.411, is contained in subpart 2.

#### Subp. 2. Contents.

<p><b>SATISFACTION OF MORTGAGE</b> By Corporation with Change of Name or Identity Pursuant to Minn. Stat. § 507.411</p> <p style="text-align: center;"><b>Satisfaction Of Mortgage</b></p> <p>Date: _____, 19____</p>	<p><b>Form No. 51 1/2-M</b> <span style="float: right;">Minnesota Uniform Conveyancing Blanks (1995)</span></p> <p style="text-align: right;">(reserved for recording data)</p>
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THAT CERTAIN MORTGAGE owned by the undersigned, a \_\_\_\_\_, under the laws of \_\_\_\_\_, dated \_\_\_\_\_, 19\_\_\_\_, executed by \_\_\_\_\_, as Mortgagor, to \_\_\_\_\_, as Mortgagee, and filed for record \_\_\_\_\_, 19\_\_\_\_, as Document Number \_\_\_\_\_ (or in Book \_\_\_\_\_ of \_\_\_\_\_ Page \_\_\_\_\_), in the Office of the (County Recorder) (Registrar of Titles) of \_\_\_\_\_ County, Minnesota, is, with the indebtedness thereby secured, fully paid and satisfied.

The undersigned has changed its name or identity from \_\_\_\_\_ to \_\_\_\_\_ as a result of (check appropriate box (es)) ☐ merger ☐ consolidation ☐ amendment to charter or articles of incorporation ☐ conversion of articles of incorporation or charter from federal to state, state to federal, or from one form of entity to another.

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

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

<p>THIS INSTRUMENT WAS DRAFTED BY (NAME &amp; ADDRESS):</p>	<p>SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT</p> <p>NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)</p>
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**Statutory Authority:** *MS s 45.023; 507.09*

**History:** *17 SR 1829; 18 SR 1409*



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## Subp. 2. Contents.

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# MINNESOTA RULES 1995

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FORMS FOR CONVEYANCES OF REAL ESTATE 2820.4025

## 2820.4025 FORM 53 1/2-M: PARTIAL RELEASE OF MORTGAGE BY CORPORATION WITH CHANGE OF NAME OR IDENTITY.

Subpart 1. **Recommended form.** The recommended form for a partial release of a mortgage by a corporation with a change of name or identity pursuant to Minnesota Statutes, section 507.411, is contained in subpart 2.

### Subp. 2. Contents.

<p><b>PARTIAL RELEASE OF MORTGAGE</b></p> <p>By Corporation with Change of Name or Identity Pursuant to Minn. Stat. § 507.411</p> <p style="text-align: center;"><b>Partial Release of Mortgage</b></p>	<p><b>Form No. 53 1/2-M</b></p> <p>Minnesota Uniform Conveyancing Blanks (1993)</p> <p style="text-align: center;">(reserved for recording data)</p>
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Date: \_\_\_\_\_, 19\_\_\_\_

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

(If more space is needed continue on back)

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

The undersigned has changed its name or identity from \_\_\_\_\_ to \_\_\_\_\_ as a result of (check appropriate box (es)) ☐ merger ☐ consolidation ☐ amendment to charter or articles of incorporation ☐ conversion of articles of incorporation or charter from federal to state, state to federal, or from one form of entity to another.

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

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

<p>THIS INSTRUMENT WAS DRAFTED BY (NAME &amp; ADDRESS):</p>	<p>SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT</p> <p>NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR BARR)</p>
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Statutory Authority: *MS s 45.023; 507.09*

History: *17 SR 1829; 18 SR 1409*

# MINNESOTA RULES 1995

## 2820.4030 FORMS FOR CONVEYANCES OF REAL ESTATE

730

### 2820.4030 FORM 131-M: CERTIFICATE OF RELEASE OF MORTGAGE BY TITLE INSURANCE COMPANY OR ITS AGENT.

Subpart 1. **Recommended form.** The recommended form for a certificate of release of mortgage by title insurance company or its agent is contained in subpart 2.

#### Subp. 2. Contents.

<p style="font-size: small; margin: 0;">Certificate of Release under Minn. Stat. §507.401</p> <p style="text-align: center; font-weight: bold; margin: 0;">Form No. 131-M</p> <p style="text-align: right; font-size: small; margin: 0;">Minnesota Uniform Conveyancing Blanks (1994)</p>  <p style="text-align: center; font-weight: bold; margin: 10px 0;">CERTIFICATE OF RELEASE OF MORTGAGE BY TITLE INSURANCE COMPANY OR ITS AGENT</p>  <p>Date: _____</p>   <p style="text-align: center; font-size: small;">(reserved for recording data)</p>	<p style="text-align: center; font-size: small;">(Title Insurance Company or its Agent)</p> <p>_____ , a corporation</p> <p>under the laws of _____, hereby certifies the following:</p> <p>(1) Name of Mortgagor(s) _____</p> <p>Name of Original Mortgagee _____</p> <p>_____ , a _____ under the laws of _____</p> <p>Name of Mortgage servicer (if applicable) _____</p> <p>The mortgage being released hereby was dated _____, filed for record _____, as Document _____ (Date)</p> <p>No. _____ (or in Book _____ of _____ Page _____) in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota.</p> <p>If applicable, the last assignment of the mortgage is described as follows:</p> <p>Name of Assignee: _____</p> <p>a _____ under the laws of _____ Assignment dated _____, filed for record _____, as Document No. _____ (Date)</p> <p>(or in Book _____ of _____ Page _____) in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota.</p> <p>(2) The mortgage was in the original principal amount of \$500,000.00 or less.</p> <p>(3) The person executing the certificate of release is an officer or a duly appointed agent of a title insurance company authorized and licensed to transact the business of insuring titles to interests in real property in this state pursuant to Chapter 68A.</p> <p>(4) The certificate of release is made on behalf of the mortgagor or a person who acquired title from the mortgagor in all or a part of the property described in the mortgage.</p> <p>(5) The mortgagee or mortgage servicer provided a payoff statement which was used to make payment in full of the unpaid balance of the loan secured by the mortgage.</p> <p>(6) Payment in full of the unpaid balance of the loan secured by the mortgage was made in accordance with the written or verbal payoff statement, and received by the mortgagee or mortgage servicer, as evidenced by one or more of the following in the records of the title insurance company or its agent:</p> <p>(i) a bank check, certified check, escrow account check from the title company or title insurance agent or attorney trust account check that has been negotiated by the mortgagee or mortgage servicer; or</p> <p>(ii) other documentary evidence of payment to the mortgagee or mortgage servicer.</p> <p>(7) More than 60 days have elapsed since the date payment in full was sent.</p> <p>(8) After the expiration of the 60-day period referred to in §507.401, Subd. 2, the title insurance company, its officer or agent, sent to the last known address of the mortgagee or mortgage servicer, at least 30 days prior to executing the certificate of release, notice in writing of its intention to execute and record a certificate of release in accordance with this section, with an unexecuted copy of the proposed certificate of release attached to the written notice.</p> <p>(9) The title insurance company, its officer or agent, has not received notification in writing of any reason why the certificate of release should not be executed and recorded after the expiration of the 30-day notice period referred to in Subd. 2.</p> <p>(10) (Complete if by agent) Appointment of agent filed for record as Document No. _____ (or in Book _____ of _____ Page _____) in the office of the (County Recorder) (Registrar of Titles).</p> <p style="text-align: center; font-size: small;">(Name of Title Insurance Company or its Agent)</p> <p>By _____</p> <p>Its _____</p> <p>By _____</p> <p>Its _____</p> <p>Check here if part or all of the land is Registered (Torrens) <input type="checkbox"/></p> <p>The foregoing instrument was acknowledged before me on _____ (Date)</p> <p>by _____ and _____</p> <p>the _____ and _____</p> <p>of _____, a _____</p> <p>on behalf of the _____</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%; border: 1px solid black; padding: 5px; font-size: x-small;"> <p style="text-align: center; margin: 0;">THIS INSTRUMENT WAS DRAFTED BY (NAME &amp; ADDRESS):</p> </div> <div style="width: 45%; border: 1px solid black; padding: 5px; font-size: x-small;"> <p style="text-align: center; margin: 0;">SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL</p> <p style="text-align: center; margin: 0;">NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR BARK)</p> </div> </div>
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**Statutory Authority:** *MS s 507.09*

**History:** *19 SR 689*

## 731

**2820.4035 FORM 132-M: APPOINTMENT OF AGENT FOR RELEASE OF MORTGAGE BY TITLE INSURANCE COMPANY.**

**Subpart 1. Recommended form.** The recommended form for appointment of agent for release of mortgage by title insurance company is contained in subpart 2.

Appointment of Agent to Release under  
Minn. Stat §567.401

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Corporation, Partnership or  
Limited Liability Company

Form No. 132-M

Minnesota Uniform Continuing Health (1994)

**APPOINTMENT OF AGENT  
FOR RELEASE OF MORTGAGE  
BY TITLE INSURANCE COMPANY**

Date: \_\_\_\_\_

(reserved for recording data)

\_\_\_\_\_, a \_\_\_\_\_ under the  
(Title Insurance Company)  
laws of \_\_\_\_\_, Grantor, hereby appoints \_\_\_\_\_  
a \_\_\_\_\_ under the laws of \_\_\_\_\_ as agent  
with full authority to execute and record Certificates of Release of Mortgages under Minn. Stat. §507.401 on behalf of  
the title insurance company.  
This appointment of agent is for a term of \_\_\_\_\_, commencing on the  
date hereof.

(Grantor/Title Insurance Company)

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF MINNESOTA }  
COUNTY OF \_\_\_\_\_ } ss

By \_\_\_\_\_  
Its \_\_\_\_\_

The foregoing instrument was acknowledged before me on \_\_\_\_\_ (Date)

by \_\_\_\_\_ and \_\_\_\_\_  
the \_\_\_\_\_ and \_\_\_\_\_  
of \_\_\_\_\_, a \_\_\_\_\_  
on behalf of the \_\_\_\_\_

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR NAME)

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

\_\_\_\_\_ hereby consents to and accepts the terms of the appointment.  
(Name of Agent)

(Name of Agent)

(Name of Agent)

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF MINNESOTA }  
COUNTY OF \_\_\_\_\_ } ss.

By \_\_\_\_\_  
Its \_\_\_\_\_

The foregoing instrument was acknowledged before me on \_\_\_\_\_ (Date)

by \_\_\_\_\_ and \_\_\_\_\_  
the \_\_\_\_\_ and \_\_\_\_\_  
of \_\_\_\_\_, a \_\_\_\_\_  
on behalf of the \_\_\_\_\_

THIS INSTRUMENT WAS DRAFTED BY (NAME & ADDRESS):

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL \_\_\_\_\_

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR NAME)

**Statutory Authority:** *MS s 507.09*

**History:** 19 SR 689

# MINNESOTA RULES 1995

## 2820.4040 FORMS FOR CONVEYANCES OF REAL ESTATE

732

### 2820.4040 FORM 133-M: REVOCATION OF APPOINTMENT OF AGENT FOR RELEASE OF MORTGAGE BY TITLE INSURANCE COMPANY.

Subpart 1. **Recommended form.** The recommended form for revocation of appointment of agent for release of mortgage by title insurance company is contained in subpart 2.

Subp. 2. Contents.

<small>Revocation of Appointment of Agent to Release under Minn. Stat. §507.401</small>	<b>Form No. 133-M</b>	<small>Minnesota Uniform Conveyancing Blanks (1994)</small>
<h2 style="margin: 0;">Revocation of Appointment of Agent For Release of Mortgage By Title Insurance Company</h2>		
Date: _____		
<small>(reserved for recording data)</small>		
_____, a _____, under the <small>(Title Insurance Company)</small> laws of _____, Grantor; hereby revokes the appointment of _____ as agent to execute and record Certificates of Release of Mortgage under Minn. Stat. §507.401 on behalf of the title insurance company, effective _____ at 12:01 a.m. The appointment of agent was filed <small>(Date)</small> for record as Document No. _____, (or in Book _____ of _____ Page _____) in the Office of the (County Recorder) (Registrar of Titles).		
_____ <small>(Grantor/Title Insurance Company)</small>		
By _____ Its _____		
By _____ Its _____		
STATE OF MINNESOTA } COUNTY OF _____ } ss.		
The foregoing instrument was acknowledged before me on _____, <small>(Date)</small>		
by _____ and _____, the _____ and _____, of _____, a _____, on behalf of the _____.		
<div style="border: 1px solid black; height: 80px; margin-top: 10px;"><small>THIS INSTRUMENT WAS DRAFTED BY (NAME &amp; ADDRESS)</small></div>	<div style="border: 1px solid black; height: 80px; margin-top: 10px;"><small>SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)</small></div>	

**Statutory Authority:** *MS s 507.09*

**History:** *19 SR 689*

# MINNESOTA RULES 1995

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FORMS FOR CONVEYANCES OF REAL ESTATE 2820.4050

## MORTGAGE FORECLOSURES

### 2820.4050 FORM 64-M: NOTICE OF PENDENCY OF PROCEEDING AND POWER OF ATTORNEY TO FORECLOSE MORTGAGE BY AN INDIVIDUAL.

Subpart 1. **Recommended form.** The recommended form for a notice of pendency of proceeding and power of attorney to foreclose mortgage by an individual is contained in subpart 2.

#### Subp. 2. Contents.

<p style="font-size: small; margin: 0;">Notice of Pendency of Proceeding and Power of Attorney to Foreclose Mortgage By Individual</p> <p style="text-align: center; font-weight: bold; margin: 20px 0;">NOTICE OF PENDENCY OF PROCEEDING AND POWER OF ATTORNEY TO FORECLOSE MORTGAGE</p> <p style="margin-top: 40px;">Date: _____, 19 _____</p>	<p style="text-align: center; font-size: small; margin: 0;">Form No. 64-M Minnesota Uniform Conveyancing Blanks (1988)</p> <div style="border: 1px solid black; height: 150px; margin-top: 20px;"></div> <p style="text-align: center; font-size: small; margin-top: 10px;">(reserved for recording data)</p>
--	---

YOU ARE NOTIFIED that a proceeding is about to be commenced by the undersigned to foreclose the Mortgage owned by the undersigned dated \_\_\_\_\_, 19 \_\_\_\_\_, executed by \_\_\_\_\_

as Mortgagor(s), to \_\_\_\_\_

as Mortgagee(s), and filed for record \_\_\_\_\_, 19 \_\_\_\_\_, as Document Number \_\_\_\_\_  
(or in Book \_\_\_\_\_ of \_\_\_\_\_ Page \_\_\_\_\_), in the Office of the (County Recorder)  
(Registrar of Titles) of \_\_\_\_\_ County, Minnesota.

The Mortgage has been assigned as follows:

The undersigned hereby employ(s) and empower(s) \_\_\_\_\_  
as the undersigned's attorney(s) at law to foreclose the Mortgage by advertisement and to do all things necessary and incident thereto.

STATE OF MINNESOTA } ss.  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_,  
by \_\_\_\_\_

THIS INSTRUMENT WAS DRAFTED BY NAME & ADDRESS:

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

Statutory Authority: *MS s 45.023; 507.09*

History: *18 SR 1409*

# MINNESOTA RULES 1995

## 2820.4052 FORMS FOR CONVEYANCES OF REAL ESTATE

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### 2820.4052 FORM 65-M: NOTICE OF PENDENCY OF PROCEEDING AND POWER OF ATTORNEY TO FORECLOSE MORTGAGE BY A CORPORATION OR PARTNERSHIP.

Subpart 1. **Recommended form.** The recommended form for a notice of pendency of proceeding and power of attorney to foreclose mortgage by a corporation or partnership is contained in subpart 2.

#### Subp. 2. Contents.

<p style="font-size: small; margin: 0;">Notice of Pendency of Proceeding and Power of Attorney to Foreclose Mortgage By Corporation or Partnership</p> <p style="text-align: center; font-weight: bold; margin: 10px 0;">NOTICE OF PENDENCY OF PROCEEDING AND POWER OF ATTORNEY TO FORECLOSE MORTGAGE</p> <p style="margin-top: 20px;">Date: _____, 19 _____</p>	<p style="text-align: center; font-size: small; margin: 0;">Form No. 65-M Minnesota Uniform Conveyancing Blanks (1995)</p> <div style="border: 1px solid black; height: 150px; margin-top: 10px;"></div> <p style="text-align: center; font-size: small; margin-top: 5px;">(reserved for recording data)</p>
--	--

YOU ARE NOTIFIED that a proceeding is about to be commenced by the undersigned to foreclose the Mortgage owned by the undersigned dated \_\_\_\_\_, 19 \_\_\_\_\_, executed by \_\_\_\_\_

as Mortgagor(s), to \_\_\_\_\_

as Mortgagee(s), and filed for record \_\_\_\_\_, 19 \_\_\_\_\_, as Document Number \_\_\_\_\_  
(or in Book \_\_\_\_\_ of \_\_\_\_\_ Page \_\_\_\_\_), in the Office of the (County Recorder)  
(Registrar of Titles) of \_\_\_\_\_ County, Minnesota.

The Mortgage has been assigned as follows:

The undersigned hereby employ(s) and empower(s) \_\_\_\_\_

as the undersigned's attorney(s) at law to foreclose the Mortgage by advertisement and to do all things necessary and incident thereto.

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF MINNESOTA } ss.  
COUNTY OF \_\_\_\_\_

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

THIS INSTRUMENT WAS DRAFTED BY (NAME & ADDRESS)

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR BANNER)

**Statutory Authority:** *MS s 45.023; 507.09*

**History:** *18 SR 1409*

# MINNESOTA RULES 1995

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FORMS FOR CONVEYANCES OF REAL ESTATE 2820.4054

## 2820.4054 FORM 66-M: NOTICE OF MORTGAGE FORECLOSURE SALE.

Subpart 1. **Recommended form.** The recommended form for a notice of mortgage foreclosure sale is contained in subpart 2.

Supp. 2. **Contents.**

Notice of Mortgage Foreclosure Sale

Form No. 66-M

Minnesota Uniform Conveyancing Blanks (1992)

### NOTICE OF MORTGAGE FORECLOSURE SALE

Date: \_\_\_\_\_, 19 \_\_\_\_\_

#### YOU ARE NOTIFIED THAT:

1. Default has occurred in the conditions of the Mortgage dated \_\_\_\_\_, 19 \_\_\_\_\_, executed by \_\_\_\_\_, as Mortgagor(s), to \_\_\_\_\_, as Mortgagee(s), and filed for record \_\_\_\_\_, 19 \_\_\_\_\_, as Document Number \_\_\_\_\_ (or in Book \_\_\_\_\_ of \_\_\_\_\_ Page \_\_\_\_\_), in the Office of the (County Recorder) (Registrar of Titles) of \_\_\_\_\_ County, Minnesota. The land described in the Mortgage (is) (is not) registered land.

2. The Mortgage has been assigned as follows:

3. The original principal amount secured by the Mortgage was:

4. No action or proceeding at law is now pending to recover the debt secured by the Mortgage, or any part thereof.

5. The holder of the Mortgage has complied with all conditions precedent to acceleration of the debt secured by the Mortgage and foreclosure of the Mortgage, and all notice and other requirements of applicable statutes.

6. At the date of this notice the amount due on the Mortgage, and taxes, if any, paid by the holder of the Mortgage is:

7. Pursuant to the power of sale in the Mortgage, the Mortgage will be foreclosed, and the land described as follows:

(if more space is needed continue on back)  
will be sold by the County Sheriff of \_\_\_\_\_ County, Minnesota, at public auction on \_\_\_\_\_, 19 \_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_ m., at \_\_\_\_\_.

8. The time allowed by law for redemption by Mortgagor(s) or Mortgagor's personal representatives or assigns is \_\_\_\_\_ after the date of sale.

9. THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGAGOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES, SECTION 582.032, DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURAL PRODUCTION, AND ARE ABANDONED.

Attorney(s) for Mortgagee  
or Assignee of Mortgage:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MORTGAGEE OR ASSIGNEE OF MORTGAGE

Statutory Authority: *MS s 45.023; 507.09*

History: *18 SR 1409*

# MINNESOTA RULES 1995

2820.4060 FORMS FOR CONVEYANCES OF REAL ESTATE

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## 2820.4060 FORM 67-M: SHERIFF'S CERTIFICATE OF SALE AND FORECLOSURE RECORD.

Subpart 1. **Recommended form.** The recommended form for a sheriff's certificate of sale and foreclosure record is contained in subpart 2.

### Subp. 2. Contents.

<p style="text-align: center;"><b>SHERIFF'S CERTIFICATE OF SALE</b></p> <p>Date: _____, 19____</p>	<p style="text-align: center;">Form No. 67-M</p> <p style="text-align: right; font-size: small;">Minnesota Uniform Conveyancing Blanks (1998)</p> <div style="border: 1px solid black; height: 150px; margin-top: 10px;"></div> <p style="text-align: center; font-size: small;">(reserved for recording data)</p>
--	--

I, \_\_\_\_\_, Sheriff of \_\_\_\_\_ County, Minnesota, certify that:

1. Pursuant to the attached Notice of Mortgage Foreclosure Sale and the power of sale contained in the Mortgage described in the Notice, which Mortgage was dated \_\_\_\_\_, 19\_\_\_\_, executed by \_\_\_\_\_, as Mortgagor(s), to \_\_\_\_\_, as Mortgagee(s), and filed for record \_\_\_\_\_, 19\_\_\_\_, as Document Number \_\_\_\_\_ (or in Book \_\_\_\_\_ of \_\_\_\_\_ Page \_\_\_\_\_), in the Office of the (County Recorder) (Registrar of Titles) of \_\_\_\_\_ County, Minnesota, I offered for sale and sold at public auction to the highest bidder at the time and place specified in the Notice the property in \_\_\_\_\_ County, Minnesota, described as follows:

(If more space is needed continue on back.)

2. The sale was held on \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ m., at \_\_\_\_\_, and the price paid for each parcel sold was: \_\_\_\_\_
3. The purchaser was \_\_\_\_\_
4. The sale was in all respects openly, honestly, fairly and lawfully conducted.
5. The time allowed by law for redemption by Mortgagor(s) or Mortgagor's personal representatives or assigns is \_\_\_\_\_ after the date of the sale.

Sheriff of \_\_\_\_\_ County

By: \_\_\_\_\_  
Deputy

STATE OF MINNESOTA }  
COUNTY OF \_\_\_\_\_ } ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ Sheriff.

THIS INSTRUMENT WAS DRAFTED BY (NAME & ADDRESS)

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR BANNER)

- This Foreclosure Record consists of the following attached documents: (check appropriate boxes)
- |   |   |
|---|---|
| <input type="checkbox"/> 67.1-M Notice of Mortgage Foreclosure Sale and Affidavit of Publication. | <input type="checkbox"/> 67.5-M Affidavit as to Federal Tax Lien(s) (if applicable) |
| <input type="checkbox"/> 67.2-M Homestead Designation Notice (if applicable)                      | <input type="checkbox"/> 67.6-M Affidavit as to State Tax Lien(s) (if applicable)   |
| <input type="checkbox"/> 67.3-M Affidavit(s) of Service or Vacancy                                | <input type="checkbox"/> 67.7-M Affidavit Regarding Military Service                |
| <input type="checkbox"/> 67.4-M Affidavit of Costs and Disbursements                              | <input type="checkbox"/> 67.8-M Affidavit of Mailing Notice of Sale                 |
|   | <input type="checkbox"/> Other: _____   |

Statutory Authority: *MS s 45.023; 507.09*

History: *18 SR 1409*



# MINNESOTA RULES 1995

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FORMS FOR CONVEYANCES OF REAL ESTATE 2820.4061

## 2820.4061 FORM 67.1-M: NOTICE OF MORTGAGE FORECLOSURE SALE AND AFFIDAVIT OF PUBLICATION.

Subpart 1. **Recommended form.** The recommended form for a notice of mortgage foreclosure sale and affidavit of publication is contained in subpart 2.

### Subp. 2. Contents.

Notice of Mortgage Foreclosure Sale and Affidavit of Publication

Form No. 67.1-M

Minnesota Uniform Conveyancing Blanks (1997)

Attach printed  
Notice of  
Mortgage  
Foreclosure  
Sale

### NOTICE OF MORTGAGE FORECLOSURE SALE AND AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

} ss.

\_\_\_\_\_, being  
duly sworn, on oath, says that I am the publisher or authorized agent  
and employee of the publisher of the newspaper known as \_\_\_\_\_

and have full knowledge of the facts which are stated below:

1. The newspaper has complied with all of the requirements  
constituting qualification as a qualified newspaper, as provided  
by Minn. Stat. §§ 331A.02, 331A.07, and other applicable laws.

2. The printed Notice of Mortgage Foreclosure Sale which is  
attached was cut from the columns of the newspaper and was  
printed and published once each week, for \_\_\_\_\_ successive  
weeks.

3. The first day and date of publication was \_\_\_\_\_,  
\_\_\_\_\_, 19\_\_\_\_.

4. The subsequent days and dates of publication were as follows:

5. Printed below is a copy of the lower case alphabet from A  
to Z, both inclusive, which is the size and kind of type used in  
the composition and publication of the notice.

abcdefghijklmnopqrstuvwxyz

6. The publisher's rates are as follows:

(a) Lowest classified rate paid by commercial users for  
comparable space is \$\_\_\_\_\_.

(b) Maximum rate allowed by law for the above publication  
is \$\_\_\_\_\_.

(c) Rate actually charged for the above publication is  
\$\_\_\_\_\_.

Signature \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_

day of \_\_\_\_\_, 19\_\_\_\_\_.

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL \_\_\_\_\_

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR NAME)

Statutory Authority: *MS s 45.023; 507.09*

History: *18 SR 1409*

# MINNESOTA RULES 1995

2820.4062 FORMS FOR CONVEYANCES OF REAL ESTATE

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## 2820.4062 FORM 67.2-M: HOMESTEAD DESIGNATION NOTICE.

Subpart 1. **Recommended form.** The recommended form for a homestead designation notice is contained in subpart 2.

Subp. 2. **Contents.**

Homestead Designation Notice Pursuant to Minn. Stat. §582.041

**Form No. 67.2-M**

Minnesota Uniform Conveyancing Blanks (1998)

### HOMESTEAD DESIGNATION NOTICE

Date: \_\_\_\_\_, 19\_\_\_\_

THIS NOTICE is attached to and served with the Notice of Mortgage Foreclosure Sale of the Mortgage, dated,

\_\_\_\_\_, 19\_\_\_\_, executed by \_\_\_\_\_

\_\_\_\_\_, as Mortgagor(s)

to \_\_\_\_\_

\_\_\_\_\_, as Mortgagee(s)

and filed for record \_\_\_\_\_, 19\_\_\_\_, as Document Number \_\_\_\_\_

(or in Book \_\_\_\_\_ of \_\_\_\_\_, Page \_\_\_\_\_), in the Office of

the (County Recorder) (Registrar of Titles) of \_\_\_\_\_ County, Minnesota.

In accordance with Minnesota Statute §582.041 you are notified by the foreclosing mortgagee that:

" IF PART OF THE PROPERTY TO BE SOLD CONTAINS YOUR HOUSE, YOU MAY DESIGNATE AN AREA AS A HOMESTEAD TO BE SOLD AND REDEEMED SEPARATELY.

YOU MAY DESIGNATE THE HOUSE YOU OCCUPY AND ANY AMOUNT OF THE PROPERTY AS A HOMESTEAD. THE DESIGNATED HOMESTEAD PROPERTY MUST CONFORM TO THE LOCAL ZONING ORDINANCES AND BE COMPACT SO THAT IT DOES NOT UNREASONABLY REDUCE THE VALUE OF THE REMAINING PROPERTY.

YOU MUST PROVIDE THE PERSON FORECLOSING ON THE PROPERTY, THE SHERIFF, AND THE COUNTY RECORDER WITH A COPY OF THE LEGAL DESCRIPTION OF THE HOMESTEAD YOU HAVE DESIGNATED BY TEN BUSINESS DAYS BEFORE THE DATE THE PROPERTY IS TO BE SOLD."

**Statutory Authority:** *MS s 45.023; 507.09*

**History:** *18 SR 1409*

# MINNESOTA RULES 1995

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FORMS FOR CONVEYANCES OF REAL ESTATE 2820.4063

## 2820.4063 FORM 67.3-M: AFFIDAVITS OF SERVICE.

Subpart 1. **Recommended form.** The recommended form for an affidavit of service on occupant and an affidavit of vacancy is contained in subpart 2.

### Subp. 2. Contents.

Affidavit(s) of Service

Form No. 67.3-M

Minnesota Uniform Conveyancing Blanks (1995)

#### AFFIDAVIT OF SERVICE ON OCCUPANT

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

} ss.

\_\_\_\_\_, being duly sworn on oath says:

1. On \_\_\_\_\_, 19\_\_\_\_\_, I went upon the property described in the foregoing notice(s) for the purpose of serving the notice(s) upon the person(s) in possession thereof;
2. On said date \_\_\_\_\_  
\_\_\_\_\_ was/were in possession of the property;
3. (Personal Service) On said date I served the notice(s) by delivering a copy thereof personally to the following person(s) in possession of the property described in the notice(s); \_\_\_\_\_  
\_\_\_\_\_
4. (Substituted Service) On said date I served the notice(s) on the following person(s) in possession of the property described in the notice(s): \_\_\_\_\_  
\_\_\_\_\_  
by leaving a copy thereof at the usual place of abode of such person(s) with \_\_\_\_\_, a person of suitable age and discretion then residing therein;
5. On said date, and for some time prior to service, the above-named person(s) and no other person(s), were in possession of the property.

Subscribed and sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

#### AFFIDAVIT OF VACANCY

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

} ss.

I, \_\_\_\_\_, being duly sworn on oath say that on \_\_\_\_\_, 19\_\_\_\_\_, I went upon the real estate described in the foregoing notice for the purpose of serving the notice upon the persons in possession thereof and on said date the real estate was vacant and unoccupied.

Subscribed and sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

Statutory Authority: *MS s 45.023; 507.09*

History: *18 SR 1409*

# MINNESOTA RULES 1995

## 2820.4064 FORMS FOR CONVEYANCES OF REAL ESTATE

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### 2820.4064 FORM 67.4-M: AFFIDAVIT OF COSTS AND DISBURSEMENTS.

Subpart 1. **Recommended form.** The recommended form for an affidavit of costs and disbursements is contained in subpart 2.

#### Subp. 2. Contents.

<p style="text-align: center;"><b>AFFIDAVIT OF COSTS AND DISBURSEMENTS</b></p>  <p>STATE OF MINNESOTA } COUNTY OF _____ } ss.</p>  <p>I, _____, being duly sworn on oath, say that I am an attorney foreclosing the Mortgage described in the Notice of Mortgage Foreclosure Sale which is attached hereto OR which was filed for record _____, 19____, as Document Number _____ (or in Book _____ of _____ Page _____), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota.</p> <p>That the following is a detailed bill of the costs and disbursements of the foreclosure that have been absolutely and unconditionally paid or incurred:</p> <table style="width: 100%;"><tr><td style="width: 60%;">(1) Statutory attorneys' fees for foreclosure</td><td style="width: 40%; text-align: right;">\$ _____</td></tr><tr><td>(2) Title evidence</td><td style="text-align: right;">\$ _____</td></tr><tr><td>(3) Fees for filing Notice of Pendency of Proceeding and Power of Attorney to Foreclose Mortgage, Sheriff's Certificate of Sale and other documents</td><td style="text-align: right;">\$ _____</td></tr><tr><td>(4) Printer's fee for publishing Notice of Mortgage Foreclosure Sale</td><td style="text-align: right;">\$ _____</td></tr><tr><td>(5) Fees for serving Notice of Mortgage Foreclosure Sale</td><td style="text-align: right;">\$ _____</td></tr><tr><td>(6) Sheriff's Fee for conducting foreclosure sale</td><td style="text-align: right;">\$ _____</td></tr><tr><td>(7) Other: _____</td><td style="text-align: right;">\$ _____</td></tr><tr><td style="text-align: right;"><b>TOTAL</b></td><td style="text-align: right;"><b>\$ _____</b></td></tr></table> <p style="text-align: right;">_____ Signature</p> <p style="text-align: right;">Subscribed and sworn to before me this _____ day of _____, 19____.</p> <p style="text-align: right;">_____ SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL</p> <div style="display: flex; justify-content: space-between;"><div style="width: 45%; border: 1px solid black; height: 100px; margin-top: 20px;"><p style="font-size: small; text-align: center;">THIS INSTRUMENT WAS DRAFTED BY (NAME &amp; ADDRESS):</p></div><div style="width: 45%; border: 1px solid black; height: 100px; margin-top: 20px;"><p style="font-size: small; text-align: center;">NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR BOND):</p></div></div>	(1) Statutory attorneys' fees for foreclosure	\$ _____	(2) Title evidence	\$ _____	(3) Fees for filing Notice of Pendency of Proceeding and Power of Attorney to Foreclose Mortgage, Sheriff's Certificate of Sale and other documents	\$ _____	(4) Printer's fee for publishing Notice of Mortgage Foreclosure Sale	\$ _____	(5) Fees for serving Notice of Mortgage Foreclosure Sale	\$ _____	(6) Sheriff's Fee for conducting foreclosure sale	\$ _____	(7) Other: _____	\$ _____	<b>TOTAL</b>	<b>\$ _____</b>	<p style="text-align: center;">(reserved for recording data)</p>
(1) Statutory attorneys' fees for foreclosure	\$ _____																
(2) Title evidence	\$ _____																
(3) Fees for filing Notice of Pendency of Proceeding and Power of Attorney to Foreclose Mortgage, Sheriff's Certificate of Sale and other documents	\$ _____																
(4) Printer's fee for publishing Notice of Mortgage Foreclosure Sale	\$ _____																
(5) Fees for serving Notice of Mortgage Foreclosure Sale	\$ _____																
(6) Sheriff's Fee for conducting foreclosure sale	\$ _____																
(7) Other: _____	\$ _____																
<b>TOTAL</b>	<b>\$ _____</b>																

**Statutory Authority:** *MS s 45.023; 507.09*

**History:** *18 SR 1409*

MINNESOTA RULES 1995

2820.4065 FORM 67.5-M: AFFIDAVIT AS TO FEDERAL TAX LIEN(S).

Subpart 1. Recommended form. The recommended form for an affidavit as to federal tax lien(s) is contained in subpart 2.  
Subp. 2. Contents.

Affidavit as to Federal Tax Lien(s) Pursuant to Internal Revenue Code §7425

**AFFIDAVIT AS TO FEDERAL TAX LIEN(S)**

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

} ss.

Form No. 67.5-M

Minnesota Uniform Conveyancing Blanks (1992)

(reserved for recording data)

being duly sworn on oath, says that:

1. I am an attorney foreclosing the mortgage described in the printed Notice of Mortgage Foreclosure Sale to which this Affidavit is attached, or which is described in paragraph 4.

2. Notice of the foreclosure sale was given to the Internal Revenue Service, Office of the District Director, United States Treasury Department, pursuant to §7425 (c) (1) of the Internal Revenue Code of 1986, on \_\_\_\_\_, 19\_\_\_\_, by Certified Mail, as evidenced by the attached copy of said notice.

3. This Affidavit is made for the purpose of showing compliance with Internal Revenue Code of 1986, §7425 (c) (1) and the discharge or divestment of the tax liens referred to in said Notice pursuant to Internal Revenue Code of 1986, §7425 (b) (2) (C).

(NOTE: If this affidavit is not attached to and filed with the Sheriff's Certificate of Sale complete paragraph 4.)

4. The Sheriff's Certificate of Sale to which this affidavit relates was filed for record \_\_\_\_\_, 19\_\_\_\_, as Document Number \_\_\_\_\_ (or in Book \_\_\_\_\_ of \_\_\_\_\_ Page \_\_\_\_\_) in the Office of the (County Recorder) (Registrar of Titles) of \_\_\_\_\_ County, Minnesota.

Signature \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

THIS INSTRUMENT WAS DRAFTED BY (NAME & ADDRESS):

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

NOTARIAL STAMP OR SEAL OR OTHER TITLE OR BANNER

Statutory Authority: MS s 45.023; 507.09  
History: 18 SR 1409

# MINNESOTA RULES 1995

## 2820.4066 FORMS FOR CONVEYANCES OF REAL ESTATE

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### 2820.4066 FORM 67.6-M: AFFIDAVIT AS TO STATE TAX LIEN(S).

Subpart 1. **Recommended form.** The recommended form for an affidavit as to state tax lien(s) is contained in subpart 2.

#### Subp. 2. Contents.

Affidavit as to State Tax Lien(s) Pursuant  
to Minn. Stat. §270.69

Form No. 67.6-M

Minnesota Uniform Conveyancing Blanks (1992)

### AFFIDAVIT AS TO STATE TAX LIEN(S)

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

} ss.

(reserved for recording data)

\_\_\_\_\_, being duly sworn on oath, says:

1. I am an attorney foreclosing the mortgage described in the printed Notice of Mortgage Foreclosure Sale to which this Affidavit is attached, or which is described in paragraph 4.
2. Notice of said foreclosure sale was given to the Commissioner of Revenue of the State of Minnesota in accordance with the provisions of Minn. Stat. §270.69, subd. 7, by mailing notice on \_\_\_\_\_, 19\_\_\_\_\_. Attached to this Affidavit is a copy of said Notice.
3. This Affidavit is made for the purpose of showing compliance with Minn. Stat. §270.69, subd. 7.

(NOTE: If this affidavit is not attached to and filed with the Sheriff's Certificate of Sale completes paragraph 4.)

4. The Sheriff's Certificate of Sale to which this affidavit relates was filed for record \_\_\_\_\_, 19\_\_\_\_\_, as Document Number \_\_\_\_\_ (or in Book \_\_\_\_\_ of \_\_\_\_\_ Page \_\_\_\_\_) in the Office of the (County Recorder) (Registrar of Titles) of \_\_\_\_\_ County, Minnesota.

Signature \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_  
day \_\_\_\_\_, 19\_\_\_\_\_.

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

THIS INSTRUMENT WAS DRAFTED BY (NAME & ADDRESS)

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RING)

**NOTICE OF MORTGAGE FORECLOSURE  
TO COMMISSIONER OF REVENUE  
STATE OF MINNESOTA**

**YOU ARE HEREBY NOTIFIED THAT:**

1. Pursuant to the attached Notice of Mortgage Foreclosure Sale, a foreclosure sale has been scheduled for property in \_\_\_\_\_ County, Minnesota, legally described as follows:

**SAMPLE NOTICE**

2. The Commissioner of Revenue has filed a lien, a copy of which is attached to this Notice.

3. The name of the taxpayer is \_\_\_\_\_

4. The address of the taxpayer is \_\_\_\_\_

5. The total unpaid balance of the mortgage is \_\_\_\_\_

6. The fair market value of the property (based on the real estate tax records) is \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_, 19\_\_\_\_

**Statutory Authority:** *MS s 45.023; 507.09*

**History:** *18 SR 1409*

# MINNESOTA RULES 1995

## 2820.4067 FORMS FOR CONVEYANCES OF REAL ESTATE

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**2820.4067 FORM 67.7-M: AFFIDAVIT REGARDING MILITARY SERVICE.**

**Subpart 1. Recommended form.** The recommended form for an affidavit regarding military service is contained in subpart 2.

## Subp. 2. Contents.

Affidavit Regarding Military Service	Form No. 67.7-M	Minnesota Uniform Conveyancing Blanks (1987)
<b>AFFIDAVIT REGARDING MILITARY SERVICE</b>		(reserved for recording data)
STATE OF MINNESOTA COUNTY OF _____ } ss.		

STATE OF MINNESOTA

**COUNTY OF**

38.

(reserved for recording data)

\_\_\_\_\_, being duly sworn on oath, says :

1. I know the facts relating to the military service status of:

who was/were the owner(s) at the time of sale of the mortgaged property described in the Sheriff's Certificate of Sale to which this affidavit is attached, or described in paragraph 3.

2. Such person(s) was / were not in military service on the date of the foreclosure sale or for three months prior to the sale.

(NOTE: If this affidavit is not attached to and filed with the Sheriff's Certificate of Sale complete paragraph 3.)

3. The Sheriff's Certificate of Sale to which this affidavit relates was filed for record

\_\_\_\_\_, 19\_\_\_\_, as Document Number \_\_\_\_\_ (or in  
Book \_\_\_\_\_ of \_\_\_\_\_ Page \_\_\_\_\_) in the Office of the (County Recorder) (Registrar of Titles)  
of \_\_\_\_\_ County, Minnesota.

**Signature**

Subscribed and sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

THIS INSTRUMENT WAS DRAFTED BY (NAME & ADDRESS):

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

**Statutory Authority:** *MS s 45.023; 507.09*

**History:** 18 SR 1409



# MINNESOTA RULES 1995

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FORMS FOR CONVEYANCES OF REAL ESTATE 2820.4068

## 2820.4068 FORM 67.8-M: AFFIDAVIT OF MAILING NOTICE OF SALE TO PERSON(S) REQUESTING NOTICE.

Subpart 1. **Recommended form.** The recommended form for an affidavit of mailing notice of sale to person(s) requesting notice is contained in subpart 2.

### Subp. 2. Contents.

Affidavit of Mailing Notice of Sale in Accordance with  
Minn. Stat. §580.032, 582.032 and/or 582.32

**Form No. 67.8-M**

Minnesota Uniform Conveyancing Blanks (1995)

### AFFIDAVIT OF MAILING NOTICE OF SALE TO PERSON(S) REQUESTING NOTICE

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

} ss.

(reserved for recording data)

\_\_\_\_\_, being duly sworn on oath, says:

1. I am the person foreclosing the Mortgage described in the Notice of Mortgage Foreclosure Sale to which this Affidavit is attached, or that person's attorney, or someone having knowledge of the facts.
2. A copy of the Notice of Mortgage Foreclosure Sale was mailed to each of the following persons in accordance with Minn. Stat. §580.032, 582.032 and/or 582.32.

Name

Date of Mailing

\_\_\_\_\_  
Signature

Subscribed and sworn to before me this \_\_\_\_\_  
day \_\_\_\_\_, 19 \_\_\_\_\_.

THIS INSTRUMENT WAS DRAFTED BY CHANCE & ASSOCIATES

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

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

**Statutory Authority:** *MS s 45.023; 507.09*

**History:** *18 SR 1409*

# MINNESOTA RULES 1995

## 2820.4100 FORMS FOR CONVEYANCES OF REAL ESTATE

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### CONTRACTS FOR DEED

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

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

#### Subp. 2. Contents.

<p><b>CONTRACT FOR DEED</b>      <b>Form No. 54-M</b>      <small>Minnesota Uniform Conveyancing Blanks (1975) Miller-Davis Co., Minneapolis</small></p> <p><small>Individual Seller</small></p> <p>No delinquent taxes and transfer entered; Certificate of Real Estate Value (    ) filed    (    ) not required _____ , 19____.</p> <p style="text-align: center;">_____ County Auditor</p> <p>By _____ Deputy</p> <div style="border: 1px solid black; height: 100px; margin-top: 10px;"></div> <p style="text-align: center; font-size: small;">(reserved for mortgage registry tax payment data)</p>	<div style="border: 1px solid black; height: 180px; margin-top: 10px;"></div> <p style="text-align: center; font-size: small;">(reserved for recording data)</p> <p style="text-align: center;"><b>MORTGAGE REGISTRY TAX DUE HEREON:</b></p> <p style="text-align: center;">\$ _____</p> <p>Date: _____ , 19____</p>
--	--

THIS CONTRACT FOR DEED is made on the above date by \_\_\_\_\_

\_\_\_\_\_ (marital status)

Seller (whether one or more), and \_\_\_\_\_

\_\_\_\_\_, Purchaser (whether one or more).

Seller and Purchaser agree to the following terms:

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

\_\_\_\_\_

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

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

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## FORMS FOR CONVEYANCES OF REAL ESTATE 2820.4100

(iii) The following liens or encumbrances:

; and

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

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

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

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

7. PROPERTY INSURANCE.

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

8. DAMAGE TO THE PROPERTY.

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

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

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## FORMS FOR CONVEYANCES OF REAL ESTATE 2820.4100

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

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

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

20. **ADDITIONAL TERMS:**

SELLER(S)

PURCHASER(S)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State of Minnesota

County of \_\_\_\_\_

} ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
by \_\_\_\_\_

NOTARIAL STAMP OR SEAL OR OTHER TITLE OR RANK

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

State of Minnesota

County of \_\_\_\_\_

} ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
by \_\_\_\_\_

NOTARIAL STAMP OR SEAL OR OTHER TITLE OR RANK

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

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

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

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

**Statutory Authority: MS s 507.09**

# MINNESOTA RULES 1995

## 2820.4200 FORMS FOR CONVEYANCES OF REAL ESTATE

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

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

#### Subp. 2. Contents.

<b>CONTRACT FOR DEED</b>		<b>Form No. 55-M</b>	Minnesota Uniform Conveyancing Blanks (1978) Miller Davis Co., Minneapolis
(Individuals) to Joint Tenants			
<p>No delinquent taxes and transfer entered; Certificate of Real Estate Value (    ) filed    (    ) not required _____, 19____.</p> <p style="text-align: right;">County Auditor</p> <p>By _____ Deputy</p> <p style="text-align: center; font-size: small;">(reserved for mortgage registry tax payment data)</p>	<div style="border: 1px solid black; height: 150px; margin-bottom: 5px;"></div> <p style="text-align: center; font-size: x-small;">(reserved for recording data)</p> <p><b>MORTGAGE REGISTRY TAX DUE HEREON:</b></p> <p>\$ _____</p> <p>Date: _____, 19____</p>		
<p><b>THIS CONTRACT FOR DEED</b> is made on the above date by _____</p> <p style="text-align: right;">_____ (marital status)</p> <p>Seller (whether one or more), and _____</p> <p style="text-align: right;">_____, Purchasers, as joint tenants.</p> <p>Seller and Purchasers agree to the following terms:</p> <p>1. <b>PROPERTY DESCRIPTION.</b> Seller hereby sells, and Purchasers hereby buy, real property in _____ County, Minnesota, described as follows:</p> <p style="padding-left: 40px;">_____</p> <p style="padding-left: 40px;">together with all hereditaments and appurtenances belonging thereto (the Property).</p> <p>2. <b>TITLE.</b> Seller warrants that title to the Property is, on the date of this contract, subject only to the following exceptions:</p> <ul style="list-style-type: none"><li>(a) Covenants, conditions, restrictions, declarations and easements of record, if any;</li><li>(b) Reservations of minerals or mineral rights by the State of Minnesota, if any;</li><li>(c) Building, zoning and subdivision laws and regulations;</li><li>(d) The lien of real estate taxes and installments of special assessments which are payable by Purchasers pursuant to paragraph 6 of this contract; and</li><li>(e) The following liens or encumbrances:</li></ul> <p>3. <b>DELIVERY OF DEED AND EVIDENCE OF TITLE.</b> Upon Purchasers' prompt and full performance of this contract, Seller shall:</p> <ul style="list-style-type: none"><li>(a) Execute, acknowledge and deliver to Purchasers a _____ Deed, in recordable form, conveying marketable title to the Property to Purchasers, subject only to the following exceptions:<ul style="list-style-type: none"><li>(i) Those exceptions referred to in paragraph 2(a), (b), (c) and (d) of this contract;</li><li>(ii) Liens, encumbrances, adverse claims or other matters which Purchasers have created, suffered or permitted to accrue after the date of this contract; and</li></ul></li></ul>			

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## FORMS FOR CONVEYANCES OF REAL ESTATE 2820.4200

(iii) The following liens or encumbrances:

; and

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

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

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

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

7. PROPERTY INSURANCE.

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

8. DAMAGE TO THE PROPERTY.

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

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



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## FORMS FOR CONVEYANCES OF REAL ESTATE 2820.4200

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

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

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

### 20. ADDITIONAL TERMS:

#### SELLER

#### PURCHASERS

By \_\_\_\_\_

\_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_

State of Minnesota

County of \_\_\_\_\_

} ss.

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

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

State of Minnesota

County of \_\_\_\_\_

} ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
by \_\_\_\_\_

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

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

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

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

Statutory Authority: *MS s 507.09*

# MINNESOTA RULES 1995

## 2820.4300 FORMS FOR CONVEYANCES OF REAL ESTATE

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

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

#### Subp. 2. Contents.

<b>CONTRACT FOR DEED</b> <b>Form No. 56-M</b> <small>Minnesota Uniform Conveyancing Blanks (1978) Miller-Davis Co., Minneapolis</small>	
Corporation or Partnership Seller	
<p>No delinquent taxes and transfer entered;                      Certificate of Real Estate Value                      (    ) filed    (    ) not required                      _____, 19____</p> <p>_____ County Auditor</p> <p>By _____ Deputy</p> <div style="border: 1px solid black; height: 100px; margin-top: 10px;"></div> <p style="text-align: center; font-size: x-small;">(reserved for mortgage registry tax payment data)</p>	<div style="border: 1px solid black; height: 150px; margin-bottom: 10px;"></div> <p style="text-align: center; font-size: x-small;">(reserved for recording data)</p> <p><b>MORTGAGE REGISTRY TAX DUE HEREON:</b></p> <p>\$ _____</p> <p>Date: _____, 19____</p>

THIS CONTRACT FOR DEED is made on the above date by \_\_\_\_\_  
 \_\_\_\_\_, a \_\_\_\_\_ under the laws of \_\_\_\_\_  
 Seller, and \_\_\_\_\_  
 \_\_\_\_\_, Purchaser (whether one or more).

Seller and Purchaser agree to the following terms:

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

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## FORMS FOR CONVEYANCES OF REAL ESTATE 2820.4300

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

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

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

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

7. **PROPERTY INSURANCE.**

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

8. **DAMAGE TO THE PROPERTY.**

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

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

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## FORMS FOR CONVEYANCES OF REAL ESTATE 2820.4300

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

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

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

### 20. ADDITIONAL TERMS:

SELLER

PURCHASER(S)

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_

State of Minnesota

County of \_\_\_\_\_

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

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR NAME)

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

State of Minnesota

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR NAME)

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

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

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

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

Statutory Authority: *MS s 507.09*

# MINNESOTA RULES 1995

## 2820.4400 FORMS FOR CONVEYANCES OF REAL ESTATE

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

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

#### Subp. 2. Contents.

**CONTRACT FOR DEED** **Form No. 57-M** Minnesota Uniform Conveyancing Blanks (1976) Miller-Thoms Co., Minneapolis  
Corporation or Partnership to Joint Tenants

<p>No delinquent taxes and transfer entered; Certificate of Real Estate Value (    ) filed    (    ) not required _____, 19____</p> <p>_____ County Auditor</p> <p>By _____ Deputy</p> <p>_____ (reserved for mortgage registry tax payment data)</p>	<div style="border: 1px solid black; height: 150px; margin-bottom: 10px;"></div> <p style="text-align: center; font-size: small;">(reserved for recording data)</p> <p><b>MORTGAGE REGISTRY TAX DUE HEREON:</b></p> <p>\$ _____</p> <p>Date: _____, 19____</p>
---	--

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

Seller and Purchasers agree to the following terms:

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

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

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

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

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

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

(iii) The following liens or encumbrances:

; and

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

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

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

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

7. PROPERTY INSURANCE.

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

8. DAMAGE TO THE PROPERTY.

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

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



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

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

(a) Purchasers shall promptly pay, when due, all assessments imposed by the owners' association or other governing body as required by the provisions of the declaration or other related documents; and

(b) So long as the owners' association maintains a master or blanket policy of insurance against fire, extended coverage perils and such other hazards and in such amounts as are required by this contract, then:

(i) Purchasers' obligation in this contract to maintain hazard insurance coverage on the Property is satisfied; and

(ii) The provisions in paragraph 8 of this contract regarding application of insurance proceeds shall be 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, with the excess, if any, paid to Purchasers.

**20. ADDITIONAL TERMS:**

**SELLER(S)**

## PURCHASERS

**State of Minnesota**

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
by \_\_\_\_\_

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL.

**State of Minnesota**

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
by \_\_\_\_\_.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

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

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

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

**Statutory Authority:** *MS s 507.09*

# MINNESOTA RULES 1995

## 2820.4500 FORMS FOR CONVEYANCES OF REAL ESTATE

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

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

Subp. 2. **Contents.**

<small>ASSIGNMENT OF CONTRACT FOR DEED</small> <small>By Individual Seller, Purchaser or Assignee</small>		<b>Form No. 58-M</b>	<small>Miller Davis Co., Minneapolis</small> <small>Minnesota Uniform Conveyancing Blanks (1991)</small>
<p>No delinquent taxes and transfer entered;            Certificate of Real Estate Value            (    ) filed    (    ) not required</p> <p>_____ 19____</p> <p style="text-align: right;">County Auditor</p> <p>By _____               Deputy</p>	<div style="border: 1px solid black; height: 150px; width: 100%;"></div> <p style="text-align: center; font-size: small;">(reserved for recording data)</p>		
<p>Date: _____ 19____</p> <p style="text-align: center;"><b>FOR VALUABLE CONSIDERATION,</b></p>			
<p>Assignor (whether one or more), hereby sells, assigns and transfers unto _____  <small style="float: right;">(Mental status)</small></p>			
<p>Assignee (whether one or more), the _____ interest in that certain  <small style="float: right;">(Seller's or Purchaser's)</small>            Contract for Deed dated the _____ day of _____, 19____, made by _____</p>			
<p>as Seller, and _____            as Purchaser, recorded and/or filed in the office(s) of the County Recorder and/or Registrar of Titles in            and for the County of _____, State of Minnesota,            on the _____ day of _____, 19____, as (Document No. _____,            in Book _____ of _____, page _____) and/or  <small style="text-align: center;">(Recording information—County Recorder)</small>            (Document No. _____ in Volume _____, page _____)  <small style="text-align: center;">(Filing information—Registrar of Titles)</small></p>			
<p>for the sale and conveyance of real property in said County and State, described as follows:</p>			
<p style="text-align: center;">(If more space is needed, continue on back)</p> <p>Subject to all the covenants of Assignor in said Contract for Deed contained, which Assignee hereby assumes and agrees to keep and perform.</p> <p>Assignor hereby covenants that there remains unpaid under said Contract for Deed the sum of \$ _____ with interest thereon from the _____ day of _____, 19____ and that Assignor has good right to sell, transfer and assign said Contract for Deed.</p> <p style="text-align: center;"><b>ASSIGNOR(S)</b></p> <p>_____</p> <p>_____</p> <p>_____</p>			
<p><b>State of Minnesota</b> }            County of _____ } ss. _____</p>			
<p>The foregoing instrument was acknowledged before me this _____ day of _____, 19____ by _____</p>			
<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <p style="font-size: x-small;">NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)</p>	<div style="border: 1px solid black; height: 100px; width: 100%;"></div> <p style="font-size: x-small;">SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT            THIS INSTRUMENT WAS DRAFTED BY NAME AND ADDRESS:</p>		
<p style="font-size: x-small;">Tax Statements for the real property described in this instrument should be sent to (Include name and address of Assignee)</p>			

**Statutory Authority:** *MS s 507.09*

# MINNESOTA RULES 1995

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## FORMS FOR CONVEYANCES OF REAL ESTATE 2820.4600

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

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

#### Subp. 2. Contents.

<small>ASSIGNMENT OF CONTRACT FOR DEED</small> <small>(By Corporate or Partnership Seller, Purchaser, or Assignee)</small>		<b>Form No. 59-M</b>	<small>Miller Davis Co., Minneapolis</small> <small>Minnesota Uniform Conveyancing Blanks (1981)</small>
<p>No delinquent taxes and transfer entered;            Certificate of Real Estate Value            (    ) filed    (    ) not required</p> <p>_____ 19____</p> <p>_____ County Auditor</p> <p>By _____ Deputy</p>		<p>(reserved for recording data)</p>	
<p>Date: _____ 19____</p> <p><b>FOR VALUABLE CONSIDERATION,</b></p> <p>a _____ under the laws of _____,            Assignor, hereby sells, assigns and transfers unto _____            Assignee (whether one or more), the _____ interest in that certain            Contract for Deed dated the _____ day of _____, 19____, made by _____            as Seller, and _____            as Purchaser, recorded and/or filed in the office(s) of the County Recorder and/or Registrar of Titles in            and for the County of _____, State of Minnesota,            on the _____ day of _____, 19____, as (Document No. _____,            in Book _____ of _____, page _____) and/or            (Document No. _____, in Volume _____, page _____)  <small>(Including information of County Recorder)</small>  <small>(Including information of Registrar of Titles)</small>            for the sale and conveyance of real property in said County and State, described as follows:</p>			
<p>(If more space is needed, continue on back)</p> <p>Subject to all the covenants of Assignor in said Contract for Deed contained, which Assignee hereby            assumes and agrees to keep and perform.</p> <p>Assignor hereby covenants that there remains unpaid under said Contract for Deed the sum of            \$ _____ with interest thereon from the _____ day of _____, 19____            and that Assignor has good right to sell, transfer and assign said Contract for Deed.</p> <p style="text-align: center;"><b>ASSIGNOR</b></p> <p>_____</p> <p style="text-align: right;">By _____            Its _____</p>			
<p>State of Minnesota }            County of _____ } ss. By _____            Its _____</p> <p>The foregoing was acknowledged before me this _____ day of _____, 19____,            by _____ and _____            the _____ and _____            of _____, a _____            under the laws of _____, on behalf of the _____</p>			
<p><small>NOTARIAL STAMP OR SEAL, OR OTHER TITLE OR RANK</small></p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div> <p><small>The Statements for the real property described in this instrument should            be sent to the title name and address of Assignee.</small></p>		<p><small>SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT</small></p> <p><small>THIS INSTRUMENT WAS DRAFTED BY NAME AND ADDRESS</small></p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	

**Statutory Authority: MS s 507.09**

# MINNESOTA RULES 1995

## 2820.4702 FORMS FOR CONVEYANCES OF REAL ESTATE

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2820.4700 [Repealed, 18 SR 1409]

2820.4701 [Repealed, 19 SR 689]

### 2820.4702 FORM 60M: NOTICE OF CANCELLATION OF CONTRACT FOR DEED.

Subpart 1. **Recommended form.** The recommended form for a notice of cancellation of a contract for deed is contained in subpart 2.

#### Subp. 2. Contents.

NOTICE OF CANCELLATION  
OF CONTRACT FOR DEED

Form No. 60M

Minnesota Uniform Conveyancing Blanks (Rev. 1994)

#### NOTICE OF CANCELLATION OF CONTRACT FOR DEED

(reserved for recording data)

#### YOU ARE NOTIFIED:

1. Default has occurred in the Contract for Deed ("Contract") dated \_\_\_\_\_, 19\_\_\_\_\_,  
and filed for record \_\_\_\_\_, 19\_\_\_\_\_, as Document Number \_\_\_\_\_  
(or in Book \_\_\_\_\_ of \_\_\_\_\_ Page \_\_\_\_\_), in the Office of the  
(County Recorder) (Registrar of Titles) of \_\_\_\_\_ County, Minnesota,  
in which \_\_\_\_\_

as seller(s), sold to \_\_\_\_\_

as purchaser(s), the real property in \_\_\_\_\_ County, Minnesota,  
described as follows:

2. The default is as follows:

3. For contracts executed after August 1, 1976, and prior to August 1, 1985, the purchase price was  
\$ \_\_\_\_\_ and the amount of the purchase price paid by purchaser is \$ \_\_\_\_\_,  
which is \_\_\_\_\_% of the purchase price, as calculated in the manner required by Minnesota Statutes  
§ 559.21, subd. 1e.

4. The conditions contained in Minnesota Statutes § 559.209 have been complied with or are not  
applicable.

# MINNESOTA RULES 1995

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## FORMS FOR CONVEYANCES OF REAL ESTATE 2820.4702

5. THIS NOTICE IS TO INFORM YOU THAT BY THIS NOTICE THE SELLER HAS BEGUN PROCEEDINGS UNDER MINNESOTA STATUTES, SECTION 559.21, TO TERMINATE YOUR CONTRACT FOR THE PURCHASE OF YOUR PROPERTY FOR THE REASONS SPECIFIED IN THIS NOTICE. THE CONTRACT WILL TERMINATE \_\_\_\_\_ DAYS AFTER (SERVICE OF THIS NOTICE UPON YOU) (THE FIRST DATE OF PUBLICATION OF THIS NOTICE) (STRIKE ONE) UNLESS BEFORE THEN:

(A) THE PERSON AUTHORIZED IN THIS NOTICE TO RECEIVE PAYMENTS RECEIVES FROM YOU:

- (1) THE AMOUNT THIS NOTICE SAYS YOU OWE; PLUS
- (2) THE COSTS OF SERVICE (TO BE SENT TO YOU); PLUS
- (3) \$ \_\_\_\_\_ TO APPLY TO ATTORNEYS' FEES ACTUALLY EXPENDED OR INCURRED; PLUS
- (4) FOR CONTRACTS EXECUTED ON OR AFTER MAY 1, 1980, ANY ADDITIONAL PAYMENTS BECOMING DUE UNDER THE CONTRACT TO THE SELLER AFTER THIS NOTICE WAS SERVED ON YOU; PLUS
- (5) FOR CONTRACTS, OTHER THAN EARNEST MONEY CONTRACTS, PURCHASE AGREEMENTS, AND EXERCISED OPTIONS, EXECUTED ON OR AFTER AUGUST 1, 1985, \$ \_\_\_\_\_ (WHICH IS TWO PERCENT OF THE AMOUNT IN DEFAULT AT THE TIME OF SERVICE OTHER THAN THE FINAL BALLOON PAYMENT, ANY TAXES, ASSESSMENTS, MORTGAGES, OR PRIOR CONTRACTS THAT ARE ASSUMED BY YOU); OR

(B) YOU SECURE FROM A COUNTY OR DISTRICT COURT AN ORDER THAT THE TERMINATION OF THE CONTRACT BE SUSPENDED UNTIL YOUR CLAIMS OR DEFENSES ARE FINALLY DISPOSED OF BY TRIAL, HEARING OR SETTLEMENT. YOUR ACTION MUST SPECIFICALLY STATE THOSE FACTS AND GROUNDS THAT DEMONSTRATE YOUR CLAIMS OR DEFENSES.

IF YOU DO NOT DO ONE OR THE OTHER OF THE ABOVE THINGS WITHIN THE TIME PERIOD SPECIFIED IN THIS NOTICE, YOUR CONTRACT WILL TERMINATE AT THE END OF THE PERIOD AND YOU WILL LOSE ALL THE MONEY YOU HAVE PAID ON THE CONTRACT; YOU WILL LOSE YOUR RIGHT TO POSSESSION OF THE PROPERTY; YOU MAY LOSE YOUR RIGHT TO ASSERT ANY CLAIMS OR DEFENSES THAT YOU MIGHT HAVE; AND YOU WILL BE EVICTED. IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE, CONTACT AN ATTORNEY IMMEDIATELY.

6. The name, mailing address, street address or location and telephone number of the seller or of an attorney authorized by the seller to accept payments pursuant to this notice is:

☐ Seller ☐ Attorney for Seller

Mailing Address: \_\_\_\_\_

Street Address or Location where the Seller or the Attorney will accept payment pursuant to this notice:

Telephone: (\_\_\_\_\_) \_\_\_\_\_

This person is authorized to receive the payments from you under this notice.

Signature [Optional - See Minn. Stat. § 559.21, subd. 4(e)]

# MINNESOTA RULES 1995

## 2820.4702 FORMS FOR CONVEYANCES OF REAL ESTATE

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### AFFIDAVIT OF PERSONAL SERVICE

STATE OF MINNESOTA

County of \_\_\_\_\_

} ss.

\_\_\_\_\_, being duly sworn on oath says that: on \_\_\_\_\_, 19\_\_\_\_, I served the foregoing notice upon \_\_\_\_\_ personally at \_\_\_\_\_, County of \_\_\_\_\_, State of Minnesota, by handing to and leaving with \_\_\_\_\_, a true and correct copy thereof.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

NOTARY STAMP OR SEAL (OR OTHER TITLE OR RANK)

### AFFIDAVIT OF SUBSTITUTED SERVICE

STATE OF MINNESOTA

County of \_\_\_\_\_

} ss.

\_\_\_\_\_, being duly sworn on oath says that: on \_\_\_\_\_, 19\_\_\_\_, I served the foregoing notice upon \_\_\_\_\_ by leaving a true and correct copy thereof at his or her usual place of abode with \_\_\_\_\_ a person of suitable age and discretion then residing therein.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

NOTARY STAMP OR SEAL (OR OTHER TITLE OR RANK)

### SHERIFF'S RETURN OF PERSONAL SERVICE

STATE OF MINNESOTA

County of \_\_\_\_\_

} ss.

I hereby certify and return that in the \_\_\_\_\_ of \_\_\_\_\_ in said County and State on \_\_\_\_\_, 19\_\_\_\_, I served the foregoing notice upon \_\_\_\_\_ personally by handing to and leaving with \_\_\_\_\_ a true and correct copy thereof.

Dated: \_\_\_\_\_, 19\_\_\_\_.

FEES: Service \$ \_\_\_\_\_  
Mileage \$ \_\_\_\_\_  
TOTAL \$ \_\_\_\_\_

Sheriff of \_\_\_\_\_  
County, Minnesota  
By \_\_\_\_\_, Deputy

### SHERIFF'S RETURN OF SUBSTITUTED SERVICE

STATE OF MINNESOTA

County of \_\_\_\_\_

} ss.

I hereby certify and return that in the \_\_\_\_\_ of \_\_\_\_\_ in said County and State on \_\_\_\_\_, 19\_\_\_\_, I served the foregoing notice upon \_\_\_\_\_ by leaving a true and correct copy thereof at his or her usual place of abode with \_\_\_\_\_ a person of suitable age and discretion then residing therein.

Dated: \_\_\_\_\_, 19\_\_\_\_.

FEES: Service \$ \_\_\_\_\_  
Mileage \$ \_\_\_\_\_  
TOTAL \$ \_\_\_\_\_

Sheriff of \_\_\_\_\_  
County, Minnesota  
By \_\_\_\_\_, Deputy

# MINNESOTA RULES 1995

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## FORMS FOR CONVEYANCES OF REAL ESTATE 2820.4702

### AFFIDAVIT OF SERVICE ON OCCUPANT

STATE OF MINNESOTA

County of \_\_\_\_\_

} ss.

\_\_\_\_\_, being duly sworn on oath says that:  
on \_\_\_\_\_, 19\_\_\_\_, I went upon the real estate described in the foregoing notice for the  
purpose of serving the notice upon the persons in possession thereof; on said date \_\_\_\_\_  
was/were in possession of the real estate; and on said day I served the notice on \_\_\_\_\_

by handing to and leaving with \_\_\_\_\_  
a true and correct copy thereof.

Subscribed and sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

NOTARY STAMP OR SEAL (OR OTHER TITLE OR RANK)

### AFFIDAVIT OF VACANCY

STATE OF MINNESOTA

County of \_\_\_\_\_

} ss.

\_\_\_\_\_, being duly sworn on oath says that:  
on \_\_\_\_\_, 19\_\_\_\_, I went upon the real estate described in the foregoing notice for the  
purpose of serving the notice on the persons in possession thereof; and on said date the real estate was  
vacant and unoccupied.

Subscribed and sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

NOTARY STAMP OR SEAL (OR OTHER TITLE OR RANK)

### AFFIDAVIT OF FAILURE TO COMPLY WITH NOTICE

STATE OF MINNESOTA

County of \_\_\_\_\_

} ss.

\_\_\_\_\_, being duly sworn on oath says that: I am  
the person authorized to receive payments; more than \_\_\_\_\_ days have elapsed since the service of the  
notice on \_\_\_\_\_

\_\_\_\_\_; the terms of the notice have not been  
complied with; and the default set forth in the notice still continues. I make this affidavit for the purpose  
of terminating the Contract and recording the notice, the proofs of the service of the notice, and this  
affidavit.

Subscribed and sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

NOTARY STAMP OR SEAL (OR OTHER TITLE OR RANK)

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

**Statutory Authority:** *MS s 507.09*

**History:** *19 SR 689*

# MINNESOTA RULES 1995

## 2820.4730 FORMS FOR CONVEYANCES OF REAL ESTATE

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### 2820.4730 FORM 79-M: MECHANIC'S LIEN STATEMENT BY INDIVIDUAL.

Subpart 1. **Recommended form.** The recommended form for a mechanic's lien statement by individual is contained in subpart 2.

#### Subp. 2. Contents.

<p><small>Mechanic's Lien Statement Permitted by Minn. Stat. § 514.06 Subd. 1 By Individual</small></p> <p style="text-align: center;"><b>MECHANIC'S LIEN STATEMENT</b></p>	<p style="text-align: center;"><b>Form No. 79-M</b></p> <p style="text-align: right;"><small>Minnesota Uniform Conveyancing Statute (1982)</small></p> <div style="border: 1px solid black; height: 150px; margin-top: 20px;"></div> <p style="text-align: right; font-size: small;">(reserved for recording data)</p>
---	--

Date: \_\_\_\_\_, 19\_\_\_\_

**The undersigned hereby gives notice to the public and states as follows:**

1. I am (check one) ☐ the lien claimant ☐ a person acting at the instance of the lien claimant.
2. The lien claimant hereby gives notice of intention to claim and hold a lien upon the land in \_\_\_\_\_ County, Minnesota, described as follows:

(If more space is needed, continue on back)

3. The name and mailing address of the lien claimant is:
4. The amount of the lien claimed is \$ \_\_\_\_\_, and is due and owing to the lien claimant for labor performed or skill, material or machinery furnished to the land.
5. The lien claimant did or supplied the following:
6. The lien claimant's contribution to the improvement was performed or furnished from \_\_\_\_\_ (date of first item) to \_\_\_\_\_ (date of last item), for or to the following person(s):
7. The name of the present owner of the land according to the best information lien claimant now has is:
8. The lien claimant acknowledges that a copy of this statement must be served personally or by certified mail on the owner, the authorized agent of the owner or the person who entered into the contract with the lien claimant within 120 days of doing the last work or furnishing the last item of such skill, material or machinery.
9. Notice as required by Minnesota Statutes Section 514.011 (2), if any, was given.

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

} ss.

Signature \_\_\_\_\_

\_\_\_\_\_, being duly sworn, on oath says that I am \_\_\_\_\_ the lien claimant in the within statement, and have knowledge of the facts stated in the statement. This statement is made by, or at the instance of, said lien claimant and is true of my own knowledge.

Signature \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

THIS INSTRUMENT WAS DRAFTED BY CHANCE & ADLERSON

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

NOTARIAL STAMP OR SEAL, OR OTHER TITLE OR BAKY

**Statutory Authority:** *MS s 45.023; 507.09*

**History:** *18 SR 1409*



# MINNESOTA RULES 1995

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FORMS FOR CONVEYANCES OF REAL ESTATE 2820.4732

## 2820.4732 FORM 79.1-M: AFFIDAVIT OF PERSONAL SERVICE OF MECHANIC'S LIEN STATEMENT.

Subpart 1. **Recommended form.** The recommended form for an affidavit of personal service of mechanic's lien statement is contained in subpart 2.

Subp. 2. **Contents.**

Affidavit of Personal Service  
of Mechanic's Lien Statement

**Form No. 79.1-M**

Minnesota Uniform Conveyancing Blanks (1993)

### Affidavit of Personal Service of Mechanic's Lien Statement

STATE OF MINNESOTA

County of \_\_\_\_\_ } ss.

\_\_\_\_\_, being duly sworn on oath says:

1. On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, \_\_\_\_\_ he served the attached Mechanic's Lien Statement personally upon \_\_\_\_\_ who according to the best information then had, was (check all applicable):

- ☐ the owner;  
☐ the owner's authorized agent; or  
☐ the person who entered into the contract with the contractor.

2. Service was made by handing to and leaving with \_\_\_\_\_  
a true and correct copy thereof at \_\_\_\_\_

\_\_\_\_\_  
Signature

Subscribed and sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

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

**Statutory Authority:** *MS s 45.023; 507.09*

**History:** *18 SR 1409*

# MINNESOTA RULES 1995

## 2820.4734 FORMS FOR CONVEYANCES OF REAL ESTATE

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### 2820.4734 FORM 79.2-M: AFFIDAVIT OF SERVICE OF MECHANIC'S LIEN STATEMENT BY CERTIFIED MAIL.

Subpart 1. **Recommended form.** The recommended form for an affidavit of service of mechanic's lien statement by certified mail is contained in subpart 2.

#### Subp. 2. Contents.

Affidavit of Service of Mechanic's  
Lien Statement By Certified Mail

**Form No. 79.2-M**

Minnesota Uniform Conveyancing Blanks (1993)

### Affidavit of Service of Mechanic's Lien Statement by Certified Mail

STATE OF MINNESOTA

County of \_\_\_\_\_

} ss.

\_\_\_\_\_, being duly sworn on oath says:

1. On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, \_\_\_\_\_ he served the attached Mechanic's Lien Statement upon \_\_\_\_\_ who according to the best information then had, was (check all applicable):

- ☐ the owner;  
☐ the owner's authorized agent; or  
☐ the person who entered into the contract with the contractor.

2. Service was made by mailing a copy by certified mail addressed as follows:

which was the last known address of said person.

\_\_\_\_\_  
Signature

Subscribed and sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

**Statutory Authority:** *MS s 45.023; 507.09*

**History:** *18 SR 1409*

# MINNESOTA RULES 1995

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FORMS FOR CONVEYANCES OF REAL ESTATE 2820.4740

## 2820.4740 FORM 80-M: MECHANIC'S LIEN STATEMENT BY CORPORATION OR PARTNERSHIP.

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

### Subp. 2. Contents.

<p><small>Mechanic's Lien Statement Permitted to Minn. Stat. § 514.08 Subd. 3 By Corporation or Partnership</small></p> <p style="text-align: center; font-weight: bold; font-size: 1.2em;">MECHANIC'S LIEN STATEMENT</p>	<p style="text-align: center;"><small>Form No. 80-M</small></p> <p style="text-align: right;"><small>Minnesota Uniform Conveyancing Blanks (1993)</small></p> <div style="border: 1px solid black; height: 150px; margin-top: 20px;"></div> <p style="text-align: right; font-size: 0.8em;">(reserved for recording data)</p>
---	---

Date: \_\_\_\_\_, 19\_\_\_\_

**The undersigned hereby gives notice to the public and states as follows:**

1. I am acting at the instance of the lien claimant, \_\_\_\_\_, a \_\_\_\_\_, under the laws of the State of \_\_\_\_\_ as its \_\_\_\_\_.
2. The lien claimant hereby gives notice of intention to claim and hold a lien upon the land in \_\_\_\_\_ County, Minnesota, described as follows: \_\_\_\_\_

(If more space is needed, continue on back)

3. The name and mailing address of the lien claimant is: \_\_\_\_\_
4. The amount of the lien claimed is \$ \_\_\_\_\_, and is due and owing to the lien claimant for labor performed or skill, material or machinery furnished to the land.
5. The lien claimant did or supplied the following: \_\_\_\_\_
6. The lien claimant's contribution to the improvement was performed or furnished from \_\_\_\_\_ (date of last item), for or to the following person(s): \_\_\_\_\_ (date of first item)
7. The name of the present owner of the land according to the best information lien claimant now has is: \_\_\_\_\_
8. The lien claimant acknowledges that a copy of this statement must be served personally or by certified mail on the owner, the authorized agent of the owner or the person who entered into the contract with the lien claimant within 120 days of doing the last work or furnishing the last item of such skill, material or machinery.
9. Notice as required by Minnesota Statutes Section 514.011 (2), if any, was given.

STATE OF MINNESOTA }  
COUNTY OF \_\_\_\_\_ } ss. \_\_\_\_\_ Signature

\_\_\_\_\_, being duly sworn, on oath says that I am the \_\_\_\_\_ of the lien claimant in the within statement, and have knowledge of the facts stated in the statement. This statement is made at the instance of said lien claimant and is true of my own knowledge.

\_\_\_\_\_  
Signature  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

THIS INSTRUMENT WAS DRAFTED BY (NAME & ADDRESS)

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL  
NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

**Statutory Authority:** *MS s 45.023; 507.09*

**History:** *18 SR 1409*

# MINNESOTA RULES 1995

## 2820.4750 FORMS FOR CONVEYANCES OF REAL ESTATE

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### MECHANIC'S LIENS

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

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

##### Subp. 2. Contents.

<small>ASSIGNMENT OF MECHANIC'S LIEN By Individual</small>	<small>Form No. 81-M</small>	<small>Miller/Davis Co. Minneapolis (12-18-85) Minnesota Uniform Conveyancing Blanks (1985)</small>
<p style="text-align: center; font-weight: bold;">Assignment of Mechanic's Lien</p>          <p>Date: _____, 19____</p>	<p style="text-align: center;">(reserved for recording data)</p>	
<p>FOR VALUABLE CONSIDERATION, _____</p> <p>Assignor (whether one or more), hereby sells, assigns and transfers to _____</p> <p>Assignee (whether one or more), a mechanic's lien, the verified statement and claim for which is dated _____, 19____, executed by _____</p> <p>and filed for record _____, 19____, as Document Number _____</p> <p>(or in Book _____ of _____ Page _____), in the Office of the (County Recorder)</p> <p>(Registrar of Titles) of _____ County, Minnesota, together with all right and interest</p> <p>in and to the debt thereby secured.</p> <p style="text-align: right;">ASSIGNOR(S)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>		
<p>STATE OF MINNESOTA } COUNTY OF _____ } "</p> <p>The foregoing instrument was acknowledged before me this _____ day of _____, 19____,</p> <p>by _____</p>		
<p style="text-align: center; font-size: small;">THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	<p style="text-align: center; font-size: small;">SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT</p> <p style="text-align: center; font-size: small;">NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR BANK)</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	

**Statutory Authority:** *MS s 507.09*

**History:** *11 SR 534*

# MINNESOTA RULES 1995

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FORMS FOR CONVEYANCES OF REAL ESTATE 2820.4760

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

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

Subp. 2. **Contents.**

<b>ASSIGNMENT OF MECHANIC'S LIEN</b> <small>By Corporation or Partnership</small>	<b>Form No. 82-M</b> <small>Miller, James C., Minneapolis (12/18/95) Minnesota Uniform Conveyancing Blanks (1980)</small>
<p style="text-align: center; font-size: 1.2em;"><b>Assignment of Mechanic's Lien</b></p> <p>Date: _____, 19____</p> <p style="text-align: center; margin-top: 20px;">FOR VALUABLE CONSIDERATION, _____</p> <p>As _____ under the laws of _____, Assignor (whether one or more), hereby sells, assigns and transfers to _____ Assignee (whether one or more), a mechanic's lien, the verified statement and claim for which is dated _____, 19____, executed by _____ and filed for record _____, 19____, as Document Number _____ (or in Book _____ of _____ Page _____), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota, together with all right and interest in and to the debt thereby secured.</p> <p>STATE OF MINNESOTA } COUNTY OF _____ }</p> <p>The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____ and _____ the _____ and _____ of _____, a _____ under the laws of _____, on behalf of the _____</p> <div style="border: 1px solid black; height: 100px; width: 100%; margin-top: 10px;"></div>	<div style="border: 1px solid black; height: 180px; width: 100%; margin-bottom: 10px;"></div> <p style="text-align: center;">(reserved for recording data)</p> <p style="text-align: center;">ASSIGNOR</p> <p>By _____ Its _____</p> <p>By _____ Its _____</p> <p style="text-align: center;">SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT</p> <div style="border: 1px solid black; height: 60px; width: 100%; margin-top: 10px;"></div> <p style="text-align: center;">NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)</p>

**Statutory Authority:** *MS s 507.09*

**History:** *11 SR 534*

# MINNESOTA RULES 1995

## 2820.4770 FORMS FOR CONVEYANCES OF REAL ESTATE

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

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

#### Subp. 2. Contents.

<small>SATISFACTION OF MECHANIC'S LIEN</small>		<small>Form No. 83-M</small>	<small>Miller/Davis Co., Minneapolis (12/8/85) Minnesota Uniform Conveyancing Blanks (1995)</small>
<p style="text-align: center; font-weight: bold;">Satisfaction of Mechanic's Lien</p> <p>Date: _____, 19____</p> <p>THAT CERTAIN MECHANIC'S LIEN owned by the undersigned, the verified statement and claim for which is dated _____, 19____, executed by _____ and filed for record _____, 19____, as Document Number _____ (or in Book _____ of _____ Page _____), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota, is, with the indebtedness thereby secured, fully paid and satisfied.</p> <p>_____ _____ _____ _____</p> <p>STATE OF MINNESOTA } COUNTY _____ } ss.</p> <p>The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____</p>	<p style="text-align: center; font-weight: bold;">Satisfaction of Mechanic's Lien</p> <p style="text-align: center;">(reserved for recording data)</p>		
<p>THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	<p>SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT</p> <div style="border: 1px solid black; height: 60px; width: 100%;"></div> <p>NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)</p>		

**Statutory Authority:** *MS s 507.09*

**History:** *11 SR 534*



# MINNESOTA RULES 1995

## 2820.4790 FORMS FOR CONVEYANCES OF REAL ESTATE

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

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

Subp. 2. **Contents.**

Form No. 120-M Miller-Davis Co., Minneapolis (7-17-A)  
Minnesota Uniform Conveyancing Blanks (1986)

#### RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: \_\_\_\_\_, 19\_\_

The undersigned hereby acknowledges receipt of the sum of \$ \_\_\_\_\_

#### CHECK ONLY ONE

- 1) ☐ as partial payment for labor, skill and material furnished
- 2) ☐ as payment for all labor, skill and material furnished or to be furnished (except the sum of \$ \_\_\_\_\_ retainage or holdback)
- 3) ☐ as full and final payment for all labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name)

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

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

By \_\_\_\_\_  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_

**Statutory Authority:** *MS s 507.09*

**History:** *11 SR 534*

**2820.4900** [Repealed, 18 SR 1409]



# MINNESOTA RULES 1995

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FORMS FOR CONVEYANCES OF REAL ESTATE 2820.4910

## AFFIDAVITS

### 2820.4910 FORM 63-M: STATUTORY SHORT FORM POWER OF ATTORNEY.

Subpart 1. **Recommended form.** The recommended form for a statutory short form power of attorney is contained in subpart 2.

#### Subp. 2. Contents.

<p><small>Statutory Short Form Power of Attorney (Minnesota Statutes Section 523.23)</small></p> <p style="text-align: center;"><b>Form 63-M</b></p> <p style="text-align: right;"><small>Minnesota Uniform Conveyancing Blanks (1993)</small></p> <p style="text-align: center;"><b>STATUTORY SHORT FORM POWER OF ATTORNEY</b></p> <p><b>Minnesota Statutes Section 523.23</b></p> <p><b>IMPORTANT NOTICE:</b> The powers granted by this document are broad and sweeping. They are defined in Minnesota Statutes Section 523.24. If you have any questions about these powers, obtain competent advice. This power of attorney may be revoked by you if you wish to do so. This Power of Attorney is automatically terminated if it is to your spouse and proceedings are commenced for dissolution, legal separation or annulment of your marriage. This power of attorney authorizes, but does not require, the attorney-in-fact to act for you.</p> <p><b>PRINCIPAL</b> (Name and address of person granting the power)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p><b>ATTORNEY(S) -IN-FACT</b> (Name and Address)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p><b>NOTICE:</b> If more than one attorney-in-fact is designated, make a check or "x" on the line in front of one of the following statements:</p> <p>_____ Each attorney-in-fact may independently exercise the powers granted.</p> <p>_____ All attorneys-in-fact must jointly exercise the powers granted.</p> <p><b>EXPIRATION DATE</b> (Optional)</p> <p>_____ Use Specific Month    Day    Year Only</p> <p>I (the above named Principal), appoint the above named Attorney(s) -in-Fact to act as my attorney(s) -in-fact:</p> <p><b>FIRST:</b> To act for me in any way I myself could act with respect to the following matters, as each of them is defined in Minnesota Statutes, Section 523.24:</p> <p>(To grant to the attorney-in-fact any of the following powers, make a check or "x" on the line in front of each power being granted. You may, but need not, cross out each power not granted. Failure to make a check or "x" on the line in front of the power will have the effect of deleting the power unless the line in front of the power of (N) is checked or x-ed.)</p> <p><b>Check or "X"</b></p> <p>_____ (A) real property transactions; I choose to limit this power to real property in _____ County, Minnesota, described as follows: (Use legal description. Do not use street address.) (NOTE: A person may not grant powers relating to real property transactions in Minnesota to his or her spouse.)</p> <p style="text-align: center;"><small>(If more space is needed, continue on the back or on an attachment)</small></p> <table style="width: 100%;"> <tr> <td>_____ (B) tangible personal property transactions;</td> <td>_____ (I) fiduciary transactions;</td> </tr> <tr> <td>_____ (C) bond, share, and commodity transactions;</td> <td>_____ (J) claims and litigation;</td> </tr> <tr> <td>_____ (D) banking transactions;</td> <td>_____ (K) family maintenance;</td> </tr> <tr> <td>_____ (E) business operating transactions;</td> <td>_____ (L) benefits from military service;</td> </tr> <tr> <td>_____ (F) insurance transactions;</td> <td>_____ (M) records, reports, and statements;</td> </tr> <tr> <td>_____ (G) beneficiary transactions;</td> <td>_____ (N) all of the powers listed in (A) through (M) above and all other matters.</td> </tr> <tr> <td>_____ (H) gift transactions;</td> <td></td> </tr> </table>	_____ (B) tangible personal property transactions;	_____ (I) fiduciary transactions;	_____ (C) bond, share, and commodity transactions;	_____ (J) claims and litigation;	_____ (D) banking transactions;	_____ (K) family maintenance;	_____ (E) business operating transactions;	_____ (L) benefits from military service;	_____ (F) insurance transactions;	_____ (M) records, reports, and statements;	_____ (G) beneficiary transactions;	_____ (N) all of the powers listed in (A) through (M) above and all other matters.	_____ (H) gift transactions;		<div style="border: 1px solid black; height: 150px; margin-bottom: 10px;"></div> <p style="text-align: center;"><i>(reserved for recording data)</i></p>
_____ (B) tangible personal property transactions;	_____ (I) fiduciary transactions;														
_____ (C) bond, share, and commodity transactions;	_____ (J) claims and litigation;														
_____ (D) banking transactions;	_____ (K) family maintenance;														
_____ (E) business operating transactions;	_____ (L) benefits from military service;														
_____ (F) insurance transactions;	_____ (M) records, reports, and statements;														
_____ (G) beneficiary transactions;	_____ (N) all of the powers listed in (A) through (M) above and all other matters.														
_____ (H) gift transactions;															

# MINNESOTA RULES 1995

## 2820.4910 FORMS FOR CONVEYANCES OF REAL ESTATE

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**SECOND:** (You must indicate below whether or not this power of attorney will be effective if you become incapacitated or incompetent. Make a check or "x" on the line in front of the statement that expresses your intent.)

\_\_\_\_\_ This power of attorney shall continue to be effective if I become incapacitated or incompetent.

\_\_\_\_\_ This power of attorney shall not be effective if I become incapacitated or incompetent.

**THIRD:** (You must indicate below whether or not this power of attorney authorizes the attorney-in-fact to transfer your property to the attorney-in-fact. Make a check or "x" on the line in front of the statement that expresses your intent.)

\_\_\_\_\_ This power of attorney authorizes the attorney-in-fact to transfer my property to the attorney-in-fact.

\_\_\_\_\_ This power of attorney does not authorize the attorney-in-fact to transfer my property to the attorney-in-fact.

**FOURTH:** (You may indicate below whether or not the attorney-in-fact is required to make an accounting. Make a check or "x" on the line in front of the statement that expresses your intent. (Optional))

\_\_\_\_\_ My attorney-in-fact need not render an accounting unless I request it or the accounting is otherwise required by Minnesota Statutes Section 523.21.

\_\_\_\_\_ My attorney-in-fact must render \_\_\_\_\_ accountings to me or \_\_\_\_\_  
(Monthly, Quarterly, Annual)

(Name and Address)

during my lifetime, and a final accounting to the personal representative of my estate, if any is appointed, after my death.

In Witness Whereof I have hereunto signed my name this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

(Signature of Principal)

### ACKNOWLEDGMENT OF PRINCIPAL

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

} ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_,  
by \_\_\_\_\_.

(Insert Name of Principal)

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR NAME)

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Specimen Signature of Attorney(s) -in-Fact  
(Notarization not required)

THIS INSTRUMENT WAS DRAFTED BY CHANCE & ADDRESS

Statutory Authority: *MS s 45.023; 507.09*

History: *18 SR 1409*

2820.5000 [Repealed, 18 SR 1409]

**2820.5010 FORM 63-1/2-M: AFFIDAVIT BY ATTORNEY IN FACT.**

**Subpart 1. Recommended form.** The recommended form for an affidavit by attorney in fact is contained in subpart 2.

## Subp. 2. Contents.

Affidavit By Attorney in Fact	Form No. 63 1/2-M	Minnesota Uniform Conveyancing Blanks (1993)
Affidavit of noninterference or nonrecognition in support of a real property transaction pursuant to Minn. Stat. § 623.17, subd. 1		
<div data-bbox="284 365 495 382"><b>AFFIDAVIT BY ATTORNEY IN FACT</b></div> <div data-bbox="702 394 890 399">(reserved for recording data)</div>		

STATE OF MINNESOTA

**COUNTY OF**

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\_\_\_\_\_, being duly sworn on oath, says:

1. Affiant is the Attorney-in-Fact (or agent) named in that certain Power of Attorney dated \_\_\_\_\_, 19\_\_\_\_, and filed for record \_\_\_\_\_, 19\_\_\_\_, as Document No. \_\_\_\_\_ (or in Book \_\_\_\_\_ of \_\_\_\_\_ Page \_\_\_\_\_), in the Office of the (County Recorder) (Registrar of Titles) of \_\_\_\_\_ County, Minnesota, executed by \_\_\_\_\_, as Grantor and Principal, relating to real property in \_\_\_\_\_ County, Minnesota, legally described as follows:

(If more space is needed, continue on back or on an attachment.)

2. Affiant does not have actual knowledge and has not received actual notice of the revocation or termination of the Power of Attorney by Grantor's death, incapacity, incompetence or otherwise, or notice of any facts indicating the same.
3. Affiant has examined the legal description(s), if any, attached to the Power of Attorney and certifies that to the best of Affiant's actual knowledge the description(s) has (have) not been changed, replaced or amended since the signing of the Power of Attorney by the Principal.

Subscribed and sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_.

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

THIS INSTRUMENT WAS DRAFTED BY (NAME & ADDRESS)

NOTARIAL STAMP OR SEAL OR OTHER TITLE OR RANK:

**Statutory Authority:** *MS s 45.023; 507.09*

**History:** 18 SR 1409

# MINNESOTA RULES 1995

## 2820.5100 FORMS FOR CONVEYANCES OF REAL ESTATE

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### 2820.5100 FORM 115: AFFIDAVIT REGARDING PURCHASERS.

Form No 115  
Individual

State of Minnesota, )  
County of \_\_\_\_\_ ) Affidavit Regarding Purchaser(s)

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

1. (They are) (he is) (he knows) \_\_\_\_\_  
\_\_\_\_\_ the person(s) named as \_\_\_\_\_  
\_\_\_\_\_ in the document dated \_\_\_\_\_, 19\_\_\_\_, and filed  
for record \_\_\_\_\_, 19\_\_\_\_ as Document No. \_\_\_\_\_ (or in Book \_\_\_\_\_  
of \_\_\_\_\_ Page \_\_\_\_\_) in the Office of the (County Recorder) (Registrar  
of Titles) of \_\_\_\_\_ County, Minnesota.

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

3. There are no:

- Bankruptcy, divorce or dissolution proceedings involving said person(s) during the time period in which said person(s) have had any interest in the premises described in the above document ("Premises");
- Unsatisfied judgments of record against said person(s) nor, to your Affiant(s) knowledge, any actions pending in any courts which affect the Premises;
- Tax liens filed against said person(s);

except as herein stated:

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

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

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

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

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

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR NAME)

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Statutory Authority: *MS s 507.09*

# MINNESOTA RULES 1995

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FORMS FOR CONVEYANCES OF REAL ESTATE 2820.5200

## 2820.5200 FORM 116: AFFIDAVIT REGARDING SELLERS.

Form No 116

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

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

1. (They are) (he is) (she knows) \_\_\_\_\_  
\_\_\_\_\_ the person(s) named as \_\_\_\_\_  
\_\_\_\_\_ in the document dated \_\_\_\_\_  
19\_\_\_\_ and filed for record \_\_\_\_\_, 19\_\_\_\_ as Document No. \_\_\_\_\_  
(or in Book \_\_\_\_\_ of \_\_\_\_\_ Page \_\_\_\_\_) in the Office of the (County  
Recorder) (Registrar of Titles) of \_\_\_\_\_ County, Minnesota.

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

3. There have been no:

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

except as herein stated:

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

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

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

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

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

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

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

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR NAME)

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

Statutory Authority: *MS s 507.09*

# MINNESOTA RULES 1995

## 2820.5300 FORMS FOR CONVEYANCES OF REAL ESTATE

782

### 2820.5300 FORM 117: AFFIDAVIT REGARDING CORPORATION.

Form No 117  
Corporation

State of Minnesota,      /      Affidavit Regarding Corporation  
County of \_\_\_\_\_

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

1. (They are) (he is) the \_\_\_\_\_ and the \_\_\_\_\_  
respectively, of \_\_\_\_\_, a \_\_\_\_\_ corporation, the corporation  
named as \_\_\_\_\_ in the document  
dated \_\_\_\_\_, 19\_\_\_\_ and filed for record \_\_\_\_\_, 19\_\_\_\_  
as Document No. \_\_\_\_\_ (or in Book \_\_\_\_\_ of \_\_\_\_\_  
Page \_\_\_\_\_) in the Office of the (County Recorder) (Registrar of Titles) of,  
\_\_\_\_\_ County, Minnesota.

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

3. There have been no:

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

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

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

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

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

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

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

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

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

NOTARIAL STAMP OR SEAL OR OTHER TITLE OR RANK:

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Statutory Authority: *MS s 507.09*



# MINNESOTA RULES 1995

2820.5500 FORMS FOR CONVEYANCES OF REAL ESTATE

784

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

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

### Subp. 2. Contents.

<b>AFFIDAVIT BY AN INITIAL TRANSFEREE</b> <small>Persuant to Minn. Stat. Sec. 525.11, subd. 4 (1994)</small>		<b>Form No. 122-M</b>	<small>Miller/Davis Co., Minneapolis (7-17-85) Minnesota Uniform Conveyancing Blanks (1989)</small>
By Individual			
<b>Affidavit By An Initial Transferee</b>			
STATE OF MINNESOTA			
COUNTY OF _____	} "	(reserved for recording data)	

being first duly sworn, on oath says that:

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

(If more space is needed, continue on back)

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

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)
---

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR NAME)
---

Statutory Authority: *MS s 507.09*

History: *11 SR 534*



# MINNESOTA RULES 1995

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FORMS FOR CONVEYANCES OF REAL ESTATE 2820.5600

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

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

Subp. 2. **Contents.**

<p><b>AFFIDAVIT BY AN INITIAL TRANSFEREE</b>  <small>Pursuant to Minn. Stat. Sec. 523.11, added 4/1/86d          Re Corporation or Partnership</small></p>	<p><b>Form No. 123-M</b>  <small>Miller, Davis &amp; Co. Minneapolis (7/17/86)          Minnesota Uniform Conveyancing Blanks (1986)</small></p>
<p><b>Affidavit By An Initial Transferee</b></p>	<p>(reserved for recording data)</p>

STATE OF MINNESOTA }  
COUNTY OF \_\_\_\_\_ ss.

being first duly sworn, on oath says that:

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

(If more space is needed, continue on back)

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL.

\_\_\_\_\_  
NOTARIAL STAMP OR SEAL OR OTHER TITLE OR RANK.

THIS INSTRUMENT WAS DRAFTED BY NAME AND ADDRESS:

**Statutory Authority:** *MS s 507.09*

**History:** *11 SR 534*

## 786

### Subp. 2. Contents.

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# MINNESOTA RULES 1995

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FORMS FOR CONVEYANCES OF REAL ESTATE 2820.6000

## 2820.6000 FORM 119M: AFFIDAVIT OF IDENTITY AND SURVIVORSHIP.

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

Subp. 2. **Contents.**

**AFFIDAVIT OF IDENTITY AND SURVIVORSHIP  
FOR DEATH OCCURRING AFTER DEC. 31, 1979**

**Form No. 119-M**

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

<p>Transfer entered</p> <p>_____, 19____</p> <p>_____ County Auditor</p> <p>By _____ Deputy</p>	<p>Recording Data</p>
---	-----------------------

<p>Recording Data</p>
-----------------------

STATE OF MINNESOTA,

NAME OF DECEDENT \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ and \_\_\_\_\_  
Name of Affiant Address of Affiant

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

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

That the name(s) of the survivor(s) is/are \_\_\_\_\_

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

(If more space is needed, continue on back)

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

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

Signature of Affiant

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

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

Statutory Authority: *MS s 507.09*

# MINNESOTA RULES 1995

2820.6100 FORMS FOR CONVEYANCES OF REAL ESTATE

788

## FORMS FOR CONVEYANCES ARISING FROM ESTATES OF DECEDENTS

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

Form 101

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

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Minnesota Uniform Conveyancing Blanks (1978)

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STATE OF MINNESOTA

PROBATE COURT

COUNTY COURT—PROBATE DIVISION

COUNTY OF \_\_\_\_\_ Court File No. \_\_\_\_\_

In Re: Estate of

ORDER OF COMPLETE  
SETTLEMENT OF THE ESTATE  
AND DECREE OF DISTRIBUTION

Deceased

---

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

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

# MINNESOTA RULES 1995

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## FORMS FOR CONVEYANCES OF REAL ESTATE 2820.6100

9. That a final account has been filed herein by the personal representative(s) for consideration and approval.
10. That decedent's last will duly executed on \_\_\_\_\_, 19\_\_\_\_, and codicil or codicils thereto duly executed on \_\_\_\_\_, 19\_\_\_\_, (was) (were) probated by the order of this Court dated \_\_\_\_\_, 19\_\_\_\_, or (is) (are) formally probated by this order, and should be construed to provide that under the provisions thereof, the estate of decedent is devised as follows:  
(State actual legal relationship of each devisee to decedent)
11. That the following named persons are all the heirs of the decedent and their actual relationship to decedent is as stated (If decedent died testate, do not list heirs unless all heirs are ascertained):
12. That the property of the decedent on hand for distribution consists of the following:  
(A) Personal property of the value of \$\_\_\_\_\_described as follows:

# MINNESOTA RULES 1995

(B) Real property described as follows:

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

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

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

# MINNESOTA RULES 1995

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## FORMS FOR CONVEYANCES OF REAL ESTATE 2820.6100

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

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Judge

(COURT SEAL)

FILED:

**Statutory Authority:** *MS s 507.09*

# MINNESOTA RULES 1995

2820.6200 FORMS FOR CONVEYANCES OF REAL ESTATE

792

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

Form 102

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

STATE OF MINNESOTA

PROBATE COURT

COUNTY COURT—PROBATE DIVISION

COUNTY OF \_\_\_\_\_ Court File No. \_\_\_\_\_

In Re: Estate of

ORDER OF COMPLETE  
SETTLEMENT OF THE ESTATE  
AND ORDER OF DISTRIBUTION

Deceased

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

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



# MINNESOTA RULES 1995

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## FORMS FOR CONVEYANCES OF REAL ESTATE 2820.6200

9. That a final account has been filed herein by the personal representative(s) for consideration and approval.
10. That decedent's last will duly executed on \_\_\_\_\_, 19\_\_\_\_, and codicil or codicils thereto duly executed on \_\_\_\_\_, 19\_\_\_\_, (was) (were) probated by the order of this Court dated \_\_\_\_\_, 19\_\_\_\_, or (is) (are) formally probated by this order, and should be construed to provide that under the provisions thereof, the estate of decedent is devised as follows:  
(State actual legal relationship of each devisee to decedent)
11. That the following named persons are all the heirs of the decedent and their actual relationship to decedent is as stated (If decedent died testate, do not list heirs unless all heirs are ascertained):
12. That the property of the decedent on hand for distribution consists of the following:  
(A) Personal property of the value of \$\_\_\_\_\_ described as follows:

# MINNESOTA RULES 1995

(B) Real property described as follows:

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

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

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

# MINNESOTA RULES 1995

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FORMS FOR CONVEYANCES OF REAL ESTATE 2820.6200

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

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Judge

(COURT SEAL)

FILED:

**Statutory Authority:** *MS s 507.09*

# MINNESOTA RULES 1995

2820.6300 FORMS FOR CONVEYANCES OF REAL ESTATE

796

## 2820.6300 FORM 103: DECREE OF DESCENT.

Form 103

Minn. Stat. § 525.312 # 8

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### Minnesota Uniform Conveyancing Blanks (1978)

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STATE OF MINNESOTA

PROBATE COURT

COUNTY COURT—PROBATE DIVISION

COUNTY OF \_\_\_\_\_ Court File No. \_\_\_\_\_

In Re: Estate of

DECREE OF DESCENT  
(Testate) (Intestate)

Deceased

---

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

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

# MINNESOTA RULES 1995

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## FORMS FOR CONVEYANCES OF REAL ESTATE 2820.6300

9. That the petition does not indicate the existence of a possible unrevoked testamentary instrument which may relate to property subject to the laws of this State, and which is not filed for probate in this Court.
10. That decedent's last will duly executed on \_\_\_\_\_, 19\_\_\_\_, and codicil or codicils thereto duly executed on \_\_\_\_\_, 19\_\_\_\_, (is) (are) formally probated by this order, and should be construed to provide that under the provisions thereof, the estate of decedent is devised as follows:  
(State actual legal relationship of each devisee to decedent)
11. That the following named persons are all the heirs of the decedent and their actual relationship to decedent is as stated (If decedent died testate, do not list heirs unless all heirs are ascertained):
12. That the property of the decedent on hand for distribution consists of the following:  
(A) Personal property of the value of \$ \_\_\_\_\_ described as follows:

# MINNESOTA RULES 1995

(B) Real property described as follows:

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

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

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

# MINNESOTA RULES 1995

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## FORMS FOR CONVEYANCES OF REAL ESTATE 2820.6300

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

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

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Judge

(COURT SEAL)

FILED:

Statutory Authority: *MS s 507.09*

# MINNESOTA RULES 1995

2820.6400 FORMS FOR CONVEYANCES OF REAL ESTATE

800

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

Form 104

Minn. Stat. § 524.3-413 # 6

### Minnesota Uniform Conveyancing Blanks (1978)

STATE OF MINNESOTA

PROBATE COURT

COUNTY COURT—PROBATE DIVISION

COUNTY OF \_\_\_\_\_ Court File No. \_\_\_\_\_

In Re: Estate of

DECREE OF DESCENT

(Omitted property)

Deceased

(Incorrectly described property)

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

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



# MINNESOTA RULES 1995

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## FORMS FOR CONVEYANCES OF REAL ESTATE 2820.6400

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

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

(A) Personal property:

(B) Real property:

- (1) The homestead of the decedent situated in the County of \_\_\_\_\_, State of Minnesota:

- (2) Other real property situated in the County of \_\_\_\_\_, State of Minnesota:

# MINNESOTA RULES 1995

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

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

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

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

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

(B) Real property described as follows:

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

# MINNESOTA RULES 1995

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FORMS FOR CONVEYANCES OF REAL ESTATE 2820.6400

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

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

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

1. That the petition is hereby granted.
2. That title to the personal and real property described herein, subject to any lawful disposition heretofore made, is hereby assigned to and vested in the following named persons in the following proportions or parts:
3. That the prior (Order of Distribution) (Decree of Distribution) (Final Decree Summary Assignment or Distribution) (Decree of Descent) which is described above is amended or modified as provided herein, and is, in all other respects, confirmed.
4. That the lien of inheritance taxes, if any, on the above described property is hereby waived.

Dated: \_\_\_\_\_  
Judge

(COURT SEAL)

FILED:

Statutory Authority: *MS s 507.09*

# MINNESOTA RULES 1995

2820.6500 FORMS FOR CONVEYANCES OF REAL ESTATE

804

## 2820.6500 FORM 105: FINAL DECREE SUMMARY ASSIGNMENT OR DISTRIBUTION.

Form 105

Minn. Stat. § 525.51 # 13

STATE OF MINNESOTA

PROBATE COURT

COUNTY COURT—PROBATE DIVISION

COUNTY OF \_\_\_\_\_ Court File No. \_\_\_\_\_

In Re: Estate of

FINAL DECREE  
SUMMARY ASSIGNMENT OR  
DISTRIBUTION

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

Deceased

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

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

# MINNESOTA RULES 1995

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## FORMS FOR CONVEYANCES OF REAL ESTATE 2820.6500

(State actual legal relationship of each devisee to decedent)

9. That the following named persons are all the heirs of the decedent and their actual relationship to decedent is as stated (If decedent died testate, do not list heirs unless all heirs are ascertained):
  
  
  
  
  
  
  
  
  
  
10. That the following named persons are preferred obligees of the estate of the decedent, and are all of the persons entitled to reimbursement (State the legal relationship of each obligee to decedent, the nature of the preference and proportion of the estate entitled to by each):
  
  
  
  
  
  
  
  
  
  
11. That the property of the decedent on hand for distribution consists of the following:
  - (A) Personal property of the value of \$ \_\_\_\_\_ described as follows:

# MINNESOTA RULES 1995

(B) Real property described as follows:

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

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

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

# MINNESOTA RULES 1995

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## FORMS FOR CONVEYANCES OF REAL ESTATE 2820.6500

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

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

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

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

Dated: \_\_\_\_\_ Judge \_\_\_\_\_

(COURT SEAL)

FILED:

Statutory Authority: *MS s 507.09*

# MINNESOTA RULES 1995

2820.6600 FORMS FOR CONVEYANCES OF REAL ESTATE

808

## 2820.6600 FORM 106: BONA FIDE PURCHASER DECLARATION.

Form No. 106

Minnesota Uniform Conveyancing Blanks (1978)

### BONA FIDE PURCHASER DECLARATION

(pursuant to

Minnesota Statutes 291.14 Subd. 4)

### AND AFFIDAVIT OF NO SELF DEALING

ESTATE OF \_\_\_\_\_

\_\_\_\_\_, DECEDENT.

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

} ss.

(reserved for recording data)

\_\_\_\_\_, being first duly sworn, states:

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

(If more space is needed, continue on back)



# MINNESOTA RULES 1995

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## FORMS FOR CONVEYANCES OF REAL ESTATE 2820.6600

4. That affiant (sold) (mortgaged) (leased) the above described real property by instrument dated \_\_\_\_\_, 19\_\_\_\_, to

\_\_\_\_\_, a bona fide purchaser for the full consideration of \$ \_\_\_\_\_:

5. That this transaction does not constitute a sale, mortgage or lease to affiant, affiant's personal agent or attorney, or any corporation or trust in which affiant has a substantial beneficial interest, and furthermore, this sale is not a transaction which is affected by a substantial conflict of interest on the part of affiant.

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Personal Representative

Notary Public

This instrument was drafted by:

Notarial Stamp or Seal

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

Statutory Authority: *MS s 507.09*

2820.6700 [Repealed, 19 SR 689]

# MINNESOTA RULES 1995

## 2820.6701 FORMS FOR CONVEYANCES OF REAL ESTATE

810

### 2820.6701 FORM 107-M: INDIVIDUAL PERSONAL REPRESENTATIVE DEED OF DISTRIBUTION.

Subpart 1. **Recommended form.** The recommended form for an individual personal representative deed of distribution is contained in subpart 2.

#### Subp. 2. Contents.

Form No. 107-M - Deed of Distribution:  
Individual Personal Representative  
Note: This deed should be used only for distributions.

Minnesota Uniform Conveyancing Blanks (1994)

<p>Transfer entered on</p> <p>(reserved for Auditor's Data)</p>	<p>(reserved for recording data)</p>
---	--------------------------------------

Date: \_\_\_\_\_

NO DEED TAX DUE

\_\_\_\_\_, Grantor,  
as Personal Representative of the Estate of \_\_\_\_\_, Decedent,  
conveys to \_\_\_\_\_, Grantee(s),  
real property in \_\_\_\_\_ County, Minnesota, described as follows:

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

Personal Representative(s)

\_\_\_\_\_  
\_\_\_\_\_

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

} ss.

Check here if part or all of the land is Registered (Torrens) ☐

This instrument was acknowledged before me on \_\_\_\_\_ (Date)

by \_\_\_\_\_, as Personal Representative(s)  
of the Estate of \_\_\_\_\_, Decedent.

NOTARIAL STAMP (OR SEAL OR OTHER TITLE OR RANK)

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Tax Statements for the real property described in this instrument should be sent to (Include Name and Address of Grantee):

THIS INSTRUMENT WAS DRAFTED BY (NAME & ADDRESS)

Statutory Authority: *MS s 507.09*

History: *19 SR 689*

2820.6800 [Repealed, 19 SR 689]

**2820.6801 FORM 108-M: CORPORATE PERSONAL REPRESENTATIVE DEED OF DISTRIBUTION.**

**Subpart 1. Recommended form.** The recommended form for a corporate personal representative deed of distribution is contained in subpart 2.

### Subp. 2. Contents.

Form No. 100-M - Deed of Distribution:  
Personal Representative

Corporate Personal Representative  
Note: This deed should be used only for distribution.

Minnesota Uniform Conveyancing Blanks (1994)

Transfer entered on \_\_\_\_\_

(reserved for Auditor's Data)

Date: \_\_\_\_\_

**NO DEED TAX DUE**

(reserved for recording data)

\_\_\_\_\_, Grantor,  
as \_\_\_\_\_ under the laws of \_\_\_\_\_, as Personal Representative of  
the Estate of \_\_\_\_\_, Decedent,  
conveys to \_\_\_\_\_, Grantee(s)  
real property in \_\_\_\_\_ County, Minnesota, described as follows:

(if more space is needed, continue on back)

together with all hereditaments and appurtenances belonging thereto.

Personal Representative(s) \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**STATE OF MINNESOTA**

**COUNTY OF \_\_\_\_\_**

Check here if part or all of the land is Registered (Torrens) ☐

This instrument was acknowledged before me on \_\_\_\_\_ (Date)

by \_\_\_\_\_ and \_\_\_\_\_

the \_\_\_\_\_ and \_\_\_\_\_

of \_\_\_\_\_, as \_\_\_\_\_

under the laws of \_\_\_\_\_, as Personal Representative(s) of the Estate of \_\_\_\_\_, Decedent, on behalf of the \_\_\_\_\_

NOTARIAL STAMP OR SEAL (OR OTHER TITLE (IN BOLD))

THIS INSTRUMENT WAS DRAFTED BY (NAME & ADDRESS)

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Tax Statements for the real property described in this instrument should be sent to (Include Name and Address of Grantee):

**Statutory Authority:** *MS s 507.09*

**History:** 19 SR 689

# MINNESOTA RULES 1995

2820.6900 FORMS FOR CONVEYANCES OF REAL ESTATE

812

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

Form No. 109—Personal Representative's Deed

Minnesota Uniform Conveyancing Blanks (1978)

Individual Personal Representative  
to Individual(s)

No delinquent taxes; certificate of real  
estate value received; and transfer en-  
tered

on \_\_\_\_\_, 19\_\_\_\_

County Auditor

by \_\_\_\_\_  
Deputy

STATE DEED TAX DUE  
HEREON: \$ \_\_\_\_\_

Date: \_\_\_\_\_, 19\_\_\_\_

(reserved for recording data)

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

(If more space is needed, continue on back)

together with all hereditaments and appurtenances belonging thereto.

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

} ss. \_\_\_\_\_

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

# MINNESOTA RULES 1995

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FORMS FOR CONVEYANCES OF REAL ESTATE 2820.6900

Notarial Stamp or Seal
------------------------

\_\_\_\_\_  
Notary Public

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

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

} ss.

\_\_\_\_\_  
Signature of Spouse

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

Notarial Stamp or Seal
------------------------

\_\_\_\_\_  
Notary Public

THIS INSTRUMENT WAS  
DRAFTED BY:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Statutory Authority:** *MS s 507.09*

# MINNESOTA RULES 1995

2820.7000 FORMS FOR CONVEYANCES OF REAL ESTATE

814

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

**Form No. 110—Personal Representative's Deed**

**Minnesota Uniform Conveyancing Blanks (1978)**

**Individual Personal Representative to Corporation  
or Partnership**

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

on \_\_\_\_\_, 19\_\_\_\_

County Auditor

by \_\_\_\_\_ Deputy

STATE DEED TAX DUE  
HEREON: \$ \_\_\_\_\_

Date: \_\_\_\_\_, 19\_\_\_\_

(reserved for recording data)

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

(If more space is needed, continue on back)

together with all hereditaments and appurtenances belonging thereto.

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

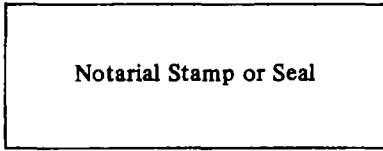
ss. \_\_\_\_\_

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

MINNESOTA RULES 1995

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FORMS FOR CONVEYANCES OF REAL ESTATE 2820.7000



\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name of Spouse

\_\_\_\_\_, SPOUSE OF DECEDENT,  
CONSENTS TO THIS DEED.

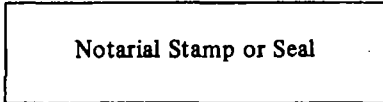
STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

} ss.

\_\_\_\_\_  
Signature of Spouse

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



\_\_\_\_\_  
Notary Public

THIS INSTRUMENT WAS  
DRAFTED BY:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Statutory Authority: *MS s 507.09*

# MINNESOTA RULES 1995

2820.7100 FORMS FOR CONVEYANCES OF REAL ESTATE

816

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

Form No. 111—Personal Representative's Deed

Minnesota Uniform Conveyancing Blanks (1978)

Individual Personal Representative  
to Joint Tenants

No delinquent taxes; certificate of real  
estate value received; and transfer en-  
tered

on \_\_\_\_\_, 19\_\_\_\_

County Auditor

by \_\_\_\_\_  
Deputy

STATE DEED TAX DUE  
HEREON: \$ \_\_\_\_\_

Date: \_\_\_\_\_, 19\_\_\_\_

(reserved for recording data)

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

(If more space is needed, continue on back)

together with all hereditaments and appurtenances belonging thereto.

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

ss. \_\_\_\_\_

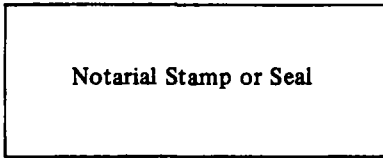
The foregoing instrument was acknowledged before me this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_  
\_\_\_\_\_, as Personal Representative of the Estate  
of \_\_\_\_\_, Decedent.



# MINNESOTA RULES 1995

817

## FORMS FOR CONVEYANCES OF REAL ESTATE 2820.7100



\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name of Spouse

\_\_\_\_\_, SPOUSE OF DECEDENT,  
CONSENTS TO THIS DEED.

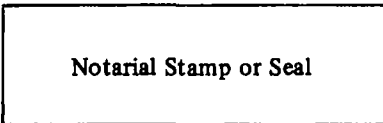
STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

} ss.

\_\_\_\_\_  
Signature of Spouse

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



\_\_\_\_\_  
Notary Public

THIS INSTRUMENT WAS  
DRAFTED BY:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Statutory Authority:** *MS s 507.09*

# MINNESOTA RULES 1995

2820.7200 FORMS FOR CONVEYANCES OF REAL ESTATE

818

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

**Form No. 112—Personal Representative's Deed**

Minnesota Uniform Conveyancing Blanks (1978)

Corporate Personal Representative  
to Individual(s)

No delinquent taxes; certificate of real  
estate value received; and transfer en-  
tered

on \_\_\_\_\_, 19\_\_\_\_

County Auditor

by \_\_\_\_\_  
Deputy

STATE DEED TAX DUE  
HEREON: \$ \_\_\_\_\_

Date: \_\_\_\_\_, 19\_\_\_\_

(reserved for recording data)

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

(If more space is needed, continue on back)

together with all hereditaments and appurtenances belonging thereto.

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

ss.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

# MINNESOTA RULES 1995

819

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.7200

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

Notarial Stamp or Seal

Notary Public

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

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

ss.

Signature of Spouse

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

Notarial Stamp or Seal

Notary Public

**THIS INSTRUMENT WAS  
DRAFTED BY:**

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

**Statutory Authority: MS s 507.09**

# MINNESOTA RULES 1995

2820.7300 FORMS FOR CONVEYANCES OF REAL ESTATE

820

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

### Form No. 113—Personal Representative's Deed

Minnesota Uniform Conveyancing Blanks (1978)

Corporate Personal Representative  
to Corporation or Partnership

No delinquent taxes; certificate of real  
estate value received; and transfer en-  
tered

on \_\_\_\_\_, 19\_\_\_\_

County Auditor

by \_\_\_\_\_  
Deputy

STATE DEED TAX DUE  
HEREON: \$ \_\_\_\_\_

Date: \_\_\_\_\_, 19\_\_\_\_

(reserved for recording data)

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

(If more space is needed, continue on back)

together with all hereditaments and appurtenances belonging thereto.

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

ss.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

# MINNESOTA RULES 1995

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FORMS FOR CONVEYANCES OF REAL ESTATE 2820.7300

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

Notarial Stamp or Seal

Notary Public

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

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

} ss.

Signature of Spouse

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

Notarial Stamp or Seal

Notary Public

THIS INSTRUMENT WAS  
DRAFTED BY:

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

Statutory Authority: *MS s 507.09*

# MINNESOTA RULES 1995

2820.7400 FORMS FOR CONVEYANCES OF REAL ESTATE

822

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

### Form No. 114—Personal Representative's Deed

Minnesota Uniform Conveyancing Blanks (1978)

Corporate Personal Representative  
to Joint Tenants

No delinquent taxes; certificate of real  
estate value received; and transfer en-  
tered

on \_\_\_\_\_, 19\_\_\_\_

County Auditor

by \_\_\_\_\_  
Deputy

STATE DEED TAX DUE  
HEREON: \$ \_\_\_\_\_

Date: \_\_\_\_\_, 19\_\_\_\_

(reserved for recording data)

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

(If more space is needed, continue on back)

together with all hereditaments and appurtenances belonging thereto.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_ } ss.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

# MINNESOTA RULES 1995

823

FORMS FOR CONVEYANCES OF REAL ESTATE 2820.7400

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

Notarial Stamp or Seal

Notary Public

Name of Spouse

\_\_\_\_\_, SPOUSE OF DECEDENT,  
CONSENTS TO THIS DEED.

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

ss.

Signature of Spouse

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

Notarial Stamp or Seal

Notary Public

THIS INSTRUMENT WAS  
DRAFTED BY:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Statutory Authority: *MS s 507.09*

2820.8000 [Repealed, 18 SR 1409]

# MINNESOTA RULES 1995

## 2820.8001 FORMS FOR CONVEYANCES OF REAL ESTATE

824

### 2820.8001 FORM 121-M: REVOCATION OF POWER OF ATTORNEY.

Subpart 1. **Recommended form.** The recommended form for a revocation of a power of attorney pursuant to Minnesota Statutes, section 523.11, subdivision 2, is contained in subpart 2.

#### Subp. 2. Contents.

<small>Revocation of Power of Attorney Pursuant to Minn. Stat. Sec. 523.11, subd. 2</small>	<b>Form No. 121-M</b>	<small>Minnesota Uniform Conveyancing Blanks (1995)</small>
<div style="text-align: center;"><b>Revocation of Power of Attorney</b></div>		
Date: _____, 19____		(reserved for recording data)

The undersigned hereby revokes the Power of Attorney dated \_\_\_\_\_, 19\_\_\_\_, from \_\_\_\_\_, as Grantor and Principal, to \_\_\_\_\_, as Attorney-in-Fact, relating to real property in \_\_\_\_\_ County, Minnesota, legally described as follows:

(If more space is needed, continue on back)

If filed for record, the Power of Attorney was filed \_\_\_\_\_, 19\_\_\_\_, as Document Number \_\_\_\_\_ (or in Book \_\_\_\_\_ of \_\_\_\_\_ Page \_\_\_\_\_), in the Office of the (County Recorder) (Registrar of Titles) of \_\_\_\_\_ County, Minnesota.

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_

THIS INSTRUMENT WAS DRAFTED BY (NAME & ADDRESS)

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

**NOTE:** This instrument should be recorded in the office of the County Recorder or the Registrar of Titles in the County where the real property is situated. See Minn. Stat. Sec. 523.11, subd. 2.

**Statutory Authority:** *MS s 45.023; 507.09*

**History:** *18 SR 1409*



# MINNESOTA RULES 1995

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FORMS FOR CONVEYANCES OF REAL ESTATE 2820.8500

## 2820.8500 FORM 129-M: NOTICE OF ADVERSE CLAIM ON REGISTERED LAND BY INDIVIDUALS.

Subpart 1. **Recommended form.** The recommended form for a notice of adverse claim by individuals is contained in subpart 2.

### Subp. 2. Contents.

<small>Notice of Adverse Claim Pursuant to Minn. Stat. §508.70 By Individuals)</small>	<b>Form No. 129-M</b>	<small>Minnesota Uniform Conveyancing Blanks (1994)</small>
<h3>Notice of Adverse Claim on Registered Land</h3>		(reserved for recording data)
STATE OF MINNESOTA COUNTY OF _____ } ss.		
<p>_____, Adverse Claimant, (whether one or more) being first duly sworn on oath says:</p> <p>1. Adverse Claimant claims an interest adverse to the registered owner in land registered in Volume _____, page _____, Certificate of Title No. _____, in _____ County, Minnesota, described as follows:</p> <p style="text-align: center;">(If more space is needed, continue on back)</p> <p>2. The alleged right or interest claimed by Adverse Claimant is as follows:</p> <p>3. The alleged right or interest was acquired as follows:</p> <p>4. The residence address of Adverse Claimant is as follows:</p> <p>5. All notices may be served upon Adverse Claimant at the following address (not a post office box):</p> <p style="text-align: right; margin-right: 100px;"><b>ADVERSE CLAIMANT</b> _____ _____ Subscribed and sworn to before me this _____ day of _____, 19 _____.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="width: 45%; border: 1px solid black; padding: 5px;"><small>THIS INSTRUMENT WAS DRAFTED BY (NAME &amp; ADDRESS):</small></div><div style="width: 45%; border: 1px solid black; padding: 5px;"><small>SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL</small> <small>NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)</small></div></div>		

**Statutory Authority:** *MS s 507.09* .

**History:** *19 SR 689*

# MINNESOTA RULES 1995

## 2820.8600 FORMS FOR CONVEYANCES OF REAL ESTATE

826

### 2820.8600 FORM 130-M: NOTICE OF ADVERSE CLAIM BY CORPORATION, PARTNERSHIP, OR LIMITED LIABILITY COMPANY.

Subpart 1. **Recommended form.** The recommended form for notice of adverse claim by corporation, partnership, or limited liability company is contained in subpart 2.

#### Subp. 2. Contents.

<small>Notice of Adverse Claim Pursuant to Minn. Stat. §508.10 By Corporation, Partnership or Limited Liability Company</small>	<small>Form No. 130-M Minnesota Uniform Conveyancing Blanks (1994)</small>
<h3 style="margin: 0;">Notice of Adverse Claim on Registered Land</h3>  <div style="display: flex; justify-content: space-between;"><div style="width: 40%;">STATE OF MINNESOTA</div><div style="width: 5%; text-align: center;">}</div><div style="width: 55%;">COUNTY OF _____</div></div> <div style="text-align: right; margin-top: 10px;">(reserved for recording data)</div>	<div style="border: 1px solid black; height: 150px; margin-bottom: 10px;"></div> <p>_____, being first duly sworn on oath says:</p> <p>1. The undersigned is the _____ of _____ a _____ under the laws of _____. (Adverse Claimant).</p> <p>2. Adverse Claimant claims an interest adverse to the registered owner in land registered in Volume _____ page _____, Certificate of Title No. _____, in _____ County, Minnesota, described as follows:</p> <p style="text-align: center; margin: 10px 0;">(If more space is needed, continue on back)</p> <p>3. The alleged right or interest claimed by Adverse Claimant is as follows:</p> <p>4. The alleged right or interest was acquired as follows:</p> <p>5. The address of Adverse Claimant is as follows:</p> <p>6. All notices may be served upon Adverse Claimant at the following address (not a post office box):</p> <p>_____</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="width: 45%; border: 1px solid black; padding: 5px;"><small>THIS INSTRUMENT WAS DRAFTED BY (NAME &amp; ADDRESS):</small></div><div style="width: 50%; text-align: right;"><small>Subscribed and sworn to before me this _____ day of _____, 19 _____.</small>  <small>SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL</small> <div style="border: 1px solid black; height: 60px; margin-top: 5px;"></div><small>NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR NAME)</small></div></div>

**Statutory Authority:** *MS s 507.09*

**History:** *19 SR 689*

# MINNESOTA RULES 1995

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FORMS FOR CONVEYANCES OF REAL ESTATE 2820.9000

## MISCELLANEOUS FORMS

### 2820.9000 FORM 88—M. RELEASE OF LAND FROM JUDGMENT LIEN.

Subpart 1. **Recommended form.** The recommended form for a release of land from a judgment lien is contained in subpart 2.

Subp. 2. **Contents.**

RELEASE OF LAND FROM JUDGMENT LIEN	Form No. 88-M	Minnesota Uniform Conveyancing Blanks
<b>Release of Land from Judgment Lien</b>	(reserved for recording data)	
Date: _____, 19____		
FOR VALUABLE CONSIDERATION, the real property in _____ County, Minnesota, legally described as follows:		
(If more space is needed, continue on back)		
is hereby released from the lien of the Judgment owned by the undersigned and docketed _____, 19____, in _____ Court in _____ County, Minnesota, Case No. _____, in favor of _____ and against _____ (If registered land, filed as Document Number _____, files of the Registrar of Titles.)		
STATE OF MINNESOTA } COUNTY OF _____ } ss.		
The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____		
THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):     	SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT  NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR NAME)    	

Statutory Authority: *MS s 507.09*

History: *12 SR 2392*



# MINNESOTA RULES 1995

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## FORMS FOR CONVEYANCES OF REAL ESTATE 2820.9200

### 2820.9200 FORM 127-M: CERTIFICATE AND REQUEST FOR NOTICE.

Subpart 1. **Recommended form.** The recommended form for a certificate and request for notice by an individual is contained in subpart 2.

#### Subp. 2. Contents.

<small>Certificate and Request for Notice By Individual</small>	<b>Form No. 127-M</b>	<small>Minnesota Uniform Conveyancing Blanks (1995)</small>
<h3>CERTIFICATE AND REQUEST FOR NOTICE</h3>		
<div style="border: 1px solid black; width: 300px; height: 150px; margin: 0 auto;"></div> <p>(reserved for recording data)</p>		

1. The name and mailing address of the person holding a lien or having a redeemable interest in real property requesting notice is:

(hereinafter referred to as the "Requesting Party").

2. The redeemable interest or lien of the Requesting Party was created by the following instrument:

(insert name of document/instrument)

dated \_\_\_\_\_, 19\_\_\_\_, and filed for record \_\_\_\_\_, 19\_\_\_\_, as Document Number \_\_\_\_\_ (or in Book \_\_\_\_\_ of \_\_\_\_\_ Page \_\_\_\_\_), in the Office of the (County Recorder) (Registrar of Titles) of \_\_\_\_\_ County, Minnesota.

3. The Requesting Party has a redeemable interest in or lien upon real property in \_\_\_\_\_ County, Minnesota, described as follows:

(If more space is needed, continue on back)

4. The Requesting Party requests notice of any mortgage foreclosure by advertisement as provided in Minnesota Statute Section 580.032, subd. 1.

5. The Requesting Party requests notice of any post-foreclosure sale reduction of the mortgagor's redemption period for any superior lien as provided in Minnesota Statute Section 582.032, subd. 3.

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

} ss.

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by

THIS INSTRUMENT WAS DRAFTED BY (NAME & ADDRESS):

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

**Statutory Authority:** *MS s 45.023; 507.09*

**History:** *18 SR 1409*

# MINNESOTA RULES 1995

2820.9250 FORMS FOR CONVEYANCES OF REAL ESTATE

830

## 2820.9250 FORM 128-M: CERTIFICATE AND REQUEST FOR NOTICE BY CORPORATION OR PARTNERSHIP.

Subpart 1. **Recommended form.** The recommended form for a certificate and request for notice by a corporation or partnership is contained in subpart 2.

### Subp. 2. Contents.

<div style="text-align: center;"><b>CERTIFICATE AND REQUEST FOR NOTICE</b></div>	<div style="text-align: right; font-size: small; margin-bottom: 10px;">Form No. 128-M Minnesota Uniform Conveyancing Blanks (1995)</div> <div style="border: 1px solid black; height: 150px; margin: 10px auto; width: 80%;"></div> <div style="text-align: center; font-size: x-small; margin-top: 10px;">(reserved for recording data)</div>
--	--

1. The name and mailing address of the entity holding a lien or having a redeemable interest in real property requesting notice is:

(hereinafter referred to as the "Requesting Party").

2. The redeemable interest or lien of the Requesting Party was created by the following instrument:

(insert name of document/instrument)

dated \_\_\_\_\_, 19\_\_\_\_, and filed for record \_\_\_\_\_, 19\_\_\_\_, as Document Number \_\_\_\_\_ (or in Book \_\_\_\_\_ of \_\_\_\_\_ Page \_\_\_\_\_), in the Office of the (County Recorder) (Registrar of Titles) of \_\_\_\_\_ County, Minnesota.

3. The Requesting Party has a redeemable interest in or lien upon real property in \_\_\_\_\_ County, Minnesota, described as follows:

(If more space is needed, continue on back)

4. The Requesting Party requests notice of any mortgage foreclosure by advertisement as provided in Minnesota Statute Section 580.032, subd. 1.

5. The Requesting Party requests notice of any post-foreclosure sale reduction of the mortgagor's redemption period for any superior lien as provided in Minnesota Statute Section 582.032, subd. 3.

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF MINNESOTA } ss.  
COUNTY OF \_\_\_\_\_

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

THIS INSTRUMENT WAS DRAFTED BY (NAME & ADDRESS):

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR BANE)

**Statutory Authority:** *MS s 45.023; 507.09*

**History:** *18 SR 1409*