

**ADDENDUM TO PURCHASE AGREEMENT:
CONTRACT FOR DEED FINANCING**

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- 1. Date 01/10/2019
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3. **THIS FORM DOES NOT SERVE AS THE ACTUAL CONTRACT FOR DEED.**

4. **NOTE:** Buyer and Seller should familiarize themselves with the risks and potential liabilities of contract for deed financing. It is advisable for all parties to seek competent legal advice.

6. Addendum to Purchase Agreement between parties, dated January 10th, 20 19,
7. pertaining to the purchase and sale of the Property at xxx Minnesota
8. _____

9. This Addendum supersedes anything to the contrary in the Purchase Agreement.

10. **TYPE OF CONTRACT:** **CONTRACT FOR DEED** **CONTRACT FOR DEED WITH ASSUMPTION OF FINANCING**
11. (See attached Financing Addendum: Assumption.)

12. **CONTINGENCY FOR ATTORNEY REVIEW:** This Purchase Agreement **IS** **IS NOT** contingent upon the parties
----- (Check one.) -----
13. consulting with legal counsel regarding the terms of this Purchase Agreement. If **IS**, parties have within 0
14. Business Days of Final Acceptance Date of this Purchase Agreement to consult with legal counsel (“Consultation
15. Period”). Either party may cancel this Purchase Agreement based on consultation with legal counsel by providing written
16. notice to the other party, or licensee representing or assisting the other party, of the party’s intent to cancel no later than
17. the end of the Consultation Period, in which case this Purchase Agreement is canceled. Buyer and Seller shall
18. immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money
19. paid here to be refunded to Buyer. If neither party cancels this Purchase Agreement before the end of the Consultation
20. Period, then this Contingency shall be deemed removed and this Purchase Agreement shall be in full force and effect.

21. **CONTRACT FOR DEED TERMS:** The parties shall utilize the *Minnesota Uniform Conveyancing Blank Contract for*
22. *Deed* (“Contract for Deed”) at the closing of this Purchase Agreement, and all terms in the Contract for Deed shall
23. apply unless otherwise indicated in this Purchase Agreement.

24. The Contract for Deed can be found at the Minnesota Department of Commerce’s website at <http://mn.gov/commerce>.
25. Buyer and Seller should consult with an attorney to ensure the appropriate issues and the terms in this Purchase
26. Agreement are addressed and properly drafted within the Contract for Deed.

27. **PAYMENT TERMS:** Contract for Deed amount \$ _____ by Contract for Deed, between Buyer
28. and Seller, which Buyer shall pay to Seller as follows:

29. Monthly installment payments of \$ _____ (or more at Buyer’s option).

30. Payments shall be credited first to interest and remainder to principal.

31. Interest at the rate of _____ percent (%) per annum computed on unpaid balances.

32. Interest rate shall not exceed the maximum lawful interest rate.

33. Interest shall begin accruing on _____, 20 ____ .

34. First payment shall be due and payable on _____, 20 ____ .

35. Subsequent payments shall be due and payable on the _____ day of each succeeding month.

36. The entire balance shall be due and payable in full no later than _____, 20 ____ .

37. The final payment **IS** **IS NOT** a balloon payment.
----- (Check one.) -----

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39. Property located at xxx Minnesota

40. **ALTERATION OR ADDITION TO PAYMENT TERMS:** _____

41. _____

42. _____

43. _____

44. _____

45. _____

46. _____

47. **CREDIT APPROVAL:** Buyer shall furnish to Seller, for Seller's approval, a signed financial statement within five (5)
48. Business Days after Final Acceptance Date of this Purchase Agreement. Buyer authorizes Seller to conduct credit
49. checks at Seller's expense. Buyer further agrees to sign documents necessary for Seller to obtain the financial
50. information. Seller has _____ Business Days after receipt of the financial statement from Buyer to approve
51. or deny Buyer. Approval of Buyer is within Seller's sole discretion. In the event Seller does not approve Buyer, Seller
52. shall immediately notify Buyer in writing and this Purchase Agreement is canceled. Buyer and Seller shall immediately
53. sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to
54. be refunded to Buyer.

55. **TITLE, LIENS, AND ENCUMBRANCES:**
56. **AT TIME OF DELIVERY OF THE DEED:** Upon Buyer's full satisfaction of the Purchase Price and full performance
57. of the Contract for Deed, Seller shall provide Buyer with a fully executed and recordable (*Check one*): **WARRANTY DEED**

58. **or** **OTHER:** _____ subject only to those
59. exceptions listed in the *Deed/Marketable Title* section of this Purchase Agreement; and

60. **IF CHECKED,** the following liens or encumbrances: _____

61. _____

62. **TAXES, ASSESSMENTS, AND INSURANCE:** Taxes and assessments due and payable in the year of closing shall be
63. prorated as agreed in this Purchase Agreement. Taxes and assessments for all subsequent years of the Contract for
64. Deed shall be paid by Buyer before any penalty accrues. Insurance shall commence on the date of closing, shall
65. continue until the Contract for Deed is paid in full, and shall conform with the terms of the Contract for Deed.

66. Taxes, assessments, and insurance shall be paid in the following manner: (*Check one*.)

67. Buyer to pay 1/12ths taxes and hazard insurance premiums to Seller each month, in addition to the principal and
68. interest payments. Seller agrees to pay the real estate taxes and insurance premium as they become due.

69. OR;

70. Buyer shall pay real estate taxes and hazard insurance premiums directly as they become due and furnish Seller
71. with paid receipt of same.

72. OR;

73. Tax and insurance escrow: If the real estate taxes and hazard insurance premiums are included in the assumed
74. mortgage payments, Buyer shall pay said tax and insurance escrows to the mortgagee.

75. OR;

76. Other: _____

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79. **ADDITIONAL TERMS AND CONDITIONS:** The Contract for Deed shall contain the following additional provisions
80. which are preceded by initials of the undersigned Buyer and Seller: *(Initial all that apply.)*

81. **Existing Mortgage(s)/Contract(s) for Deed Not Being Assumed by Buyer and Not**
Buyers Sellers **Being Paid Off:** It is understood there is now a mortgage(s) and/or Contract(s) for
82. **Deed** encumbering said Property which **DOES** **DOES NOT** have a due-on-sale
83. -----*(Check one.)*-----
84. clause, with an unpaid balance of approximately
85. \$ _____ by mortgage(s) **NOTE:** If answer is DOES,
seek competent legal advice.
86. \$ _____ by contract(s) for deed
87. which mortgage(s) and/or contract(s) for deed Buyer does not assume nor agree to pay
88. but which is to be paid according to its terms by Seller. In the event Seller fails to make the
89. required payments thereunder, Buyer shall have the right to make said payments and
90. deduct all amounts paid from payments next due under the Contract for Deed.

91. **Sale of Contract for Deed Contingency.** This Purchase Agreement is contingent upon the
Buyers Sellers sale of Seller's interest in the above proposed Contract for Deed at no more than a
92. _____ percent (%) discount on or before _____, 20 _____. If no
93. written offer to purchase said Contract for Deed at the above discount is received by
94. Seller on or before the above date, Seller may, at Seller's option, declare this Purchase
95. Agreement canceled by written notice to Buyer, or licensee representing or assisting Buyer,
96. in which case this Purchase Agreement is canceled. If Seller declares this Purchase
97. Agreement canceled, Buyer and Seller shall immediately sign a *Cancellation of Purchase*
98. *Agreement* confirming said cancellation and directing all earnest money paid here to be
99. refunded to Buyer. Seller, however, reserves the right to retain Contract for Deed, whether or
100. not a bona fide offer to purchase is made, and in that case, the closing shall proceed as
101. provided in this Purchase Agreement.
102.

103. **Contract for Deed — Assumable with Seller Approval.** Buyer's interest in the Property:
Buyers Sellers *(Check one.)*
104. **IS NOT** transferrable.
105. **IS** transferrable only by first obtaining the written consent of Seller. If transferrable with
106. consent of Seller, Seller shall not unreasonably withhold consent.
107.
108. In the event Buyer violates this provision, Contract for Deed shall be immediately due and
109. payable in full together with accrued interest. This provision does not apply to leases,
110. transfers by devise, decent, divorce, or by operation of law upon the death of a joint
111. tenant.

112. **Seller Refinance.** Seller reserves the right to refinance at any time, at Seller's sole expense
Buyers Sellers which shall not, by its terms, exceed the Contract for Deed balance at any time, and Buyer
113. agrees to sign the necessary papers.
114.



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117.

Buyers	Sellers

Furnishing of Labor or Materials. Buyer shall not, during the term of this Contract
118. for Deed, cause any material to be delivered or labor to be performed upon any part of
119. the Property covered by the Contract for Deed that exceeds the cost of
120. \$ 5,000.00 , unless Buyer first obtains the written consent
121. of Seller. Buyer further agrees to indemnify and hold harmless Seller against all claims
122. or liens for labor and materials or services made against the Property covered by the
123. Contract for Deed and for the costs of enforcing this indemnification, including reasonable
124. attorneys' fees.

125.

Buyers	Sellers

Other Terms. For further terms, see attached *Addendum to Purchase Agreement*.

126. IMPORTANT INFORMATION ABOUT CONTRACTS FOR DEED:

127. (A) Seller:

128. **IS** a Multiple Seller of residential real property. *(If checked, complete lines 130-137.)*

129. **IS NOT** a Multiple Seller of residential real property. *(If checked, disregard lines 130-137.)*

130. Multiple Seller is defined as a seller in four (4) or more contracts for deed involving residential real property during the
131. 12-month period that precedes the date Buyer executes this Purchase Agreement.

132. (B) Buyer:

133. is represented by a licensee who is not a dual agent. *(If checked, disregard lines 134-137.)*

134. is represented by a lawyer. *(If checked, disregard lines 135-137.)*

135. If neither lines 133 or 134 are checked, then Minnesota law requires that Buyer receives the disclosure statement entitled
136. *Important Information About Contracts for Deed*. **Buyer acknowledges receipt of the disclosure statement, which**
137. **is attached to the front of this Purchase Agreement.**

138. **OTHER:**

139. **BOARDWALK PREMIER REALTY**

140.

141.

142.

142. _____
(Seller) (Date) (Buyer) (Date)

143. _____
(Seller) (Date) (Buyer) (Date)

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

MN:APA:CFDF-4 (8/18)