

(Top 3 inches reserved for recording data)

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**NOTICE OF CANCELLATION OF CONTRACT FOR DEED**

YOU ARE NOTIFIED:

1. Default has occurred in the Contract for Deed ("**Contract**") dated August 29, 2014 and recorded on **September 5, 2014**, as Document Number A10114362 in the Office of the X County Recorder of Hennepin County, Minnesota, in which Caskecla Investment Company, LLC, a Minnesota limited liability company, as seller, sold to Clearchoice Community Services Inc., a Minnesota corporation, as purchaser, the real property in Hennepin County, Minnesota, described as follows:

Lot 13, Block I, except the West 60 feet thereof, Washburn Park, according to the recorded plat thereof.

*Check here if all or part of the described real property is Registered (Torrens)* ☐

2. The defaults are as follows: the purchaser has failed to make the payment due May 1, 2015, in the amount of \$3,000.00 and the payment due June 1, 2015, in the amount of \$3,000.00, per paragraph 4 of the Contract plus applicable late charges per paragraph A of the Addendum to the Contract; and the purchaser has failed to pay real estate taxes in the amount of \$9,019.49 on or before May 15, 2015, per paragraph 6 of the Contract plus penalties which have now accrued against said delinquent real estate taxes.

3. Intentionally Deleted.

4. The conditions contained in Minn. Stat. 559.209 have been complied with or are not applicable.

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

60 DAYS AFTER

SERVICE OF THIS NOTICE UPON YOU

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.) \$500.00 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, \$300.00 (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:

Name: Theodore J. Meyer

(check the applicable box) ☒ Attorney for Seller

Mailing Address: P. O. Box 131834

Roseville, MN 55113

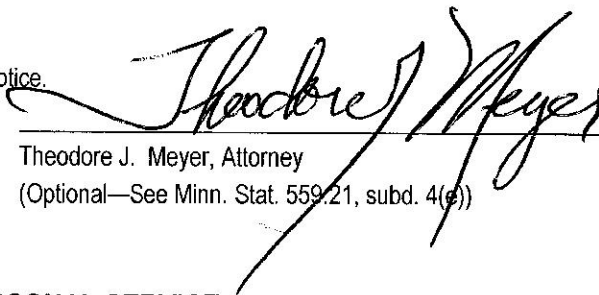
Street Address or Location where the Seller or the Attorney will  
accept payment pursuant to this notice:

1755 St. Marys Street

Falcon Heights, MN 55113

Telephone: 651-225-8656

This person is authorized to receive the payments from you under this notice.

  
Theodore J. Meyer, Attorney  
(Optional—See Minn. Stat. 559.21, subd. 4(e))

### AFFIDAVIT OF PERSONAL SERVICE

State of Minnesota, County of \_\_\_\_\_

\_\_\_\_\_, being duly sworn on oath says that: at \_\_\_\_\_ M. on June \_\_\_\_\_, 2015, 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.

\_\_\_\_\_  
[printed name]

Signed and sworn to before me on June \_\_\_\_\_, 2015, by \_\_\_\_\_.

{Stamp}

\_\_\_\_\_  
(signature of notarial officer)

Title (and Rank): \_\_\_\_\_

My commission expires: \_\_\_\_\_  
(month/day/year)

**AFFIDAVIT OF SUBSTITUTED SERVICE**

State of Minnesota, County of \_\_\_\_\_

\_\_\_\_\_, being duly sworn on oath says that: on June \_\_\_\_, 2015, 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.

\_\_\_\_\_  
[printed name]

Signed and sworn to before me on June \_\_\_\_, 2015, by \_\_\_\_\_.]

(Stamp)

\_\_\_\_\_  
(signature of notarial officer)

Title (and Rank): \_\_\_\_\_

My commission expires: \_\_\_\_\_  
(month/day/year)

**AFFIDAVIT OF SERVICE ON OCCUPANT**

State of Minnesota, County of \_\_\_\_\_

\_\_\_\_\_, being duly sworn on oath says that: on \_\_\_\_\_, 2015, I went upon the real estate described in the foregoing notice for the purpose of serving the notice upon the persons in possession of the real estate; 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.

\_\_\_\_\_  
[printed name]

Signed and sworn to before me on \_\_\_\_\_, 2015, by \_\_\_\_\_].

(Stamp)

\_\_\_\_\_  
(signature of notarial officer)

Title (and Rank): \_\_\_\_\_

My commission expires: \_\_\_\_\_  
(month/day/year)

**AFFIDAVIT OF VACANCY**

State of Minnesota, County of \_\_\_\_\_

\_\_\_\_\_, being duly sworn on oath says that: on \_\_\_\_\_, 2015, I went upon the real estate described in the foregoing notice for the purpose of serving the notice upon the persons in possession of thereof; on said date the real estate was vacant and unoccupied.

\_\_\_\_\_  
[printed name]

Signed and sworn to before me on \_\_\_\_\_, 2015, by \_\_\_\_\_.

(Stamp)

\_\_\_\_\_  
(signature of notarial officer)

Title (and Rank): \_\_\_\_\_

My commission expires: \_\_\_\_\_  
(month/day/year)

**AFFIDAVIT OF FAILURE TO COMPLY WITH NOTICE**

State of Minnesota, County of \_\_\_\_\_

\_\_\_\_\_, 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 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 note, and this affidavit.

\_\_\_\_\_  
[printed name]

Signed and sworn to before me on \_\_\_\_\_, 2015, by \_\_\_\_\_.

(Stamp)

\_\_\_\_\_  
(signature of notarial officer)

Title (and Rank): \_\_\_\_\_

My commission expires: \_\_\_\_\_  
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:  
**Theodore J. Meyer**  
P. O. Box 131834  
Roseville, MN 55113