

NOTICE OF CANCELLATION OF CONTRACT FOR DEED

YOU ARE NOTIFIED:

1. Default has occurred in the Contract for Deed ("Contract") dated October 6, 2017 and recorded on October 10, 2017, as Document Number A441921 in the Office of the County Recorder Registrar of Titles of Aitkin County, Minnesota, in which Arnold D. Ergen and Jane M. Ergen as Trustees of the Revocable Living Trust of Arnold D. Ergen and Jane M. Ergen dated June 26, 2007, as Seller, sold to Randel A. Vernier and Gabriele R.K. Hamilton, as Purchaser, the real property in Aitkin County, Minnesota, described as follows:

The West Half of the Southwest Quarter of Section 23, Township 51, Range 26, except that part thereof described as follows: Commencing at the Southwest corner of the Southwest Quarter of the Southwest Quarter of Section 23; thence running East along the South line of said Southwest Quarter of the Southwest Quarter a distance of 75 feet to the place of beginning; thence running North a distance of 340 feet, thence running East 500 feet, thence South 340 feet; thence West 500 feet to the place of beginning; this exception containing 4 acres more or less, Aitkin County, Minnesota. Together with and subject to restrictions, reservations and easements of record.

All or part of the described real property is Registered (Torrens)

2. The default is as follows: (1) Purchaser failed to pay the monthly installment payments in the amount of \$750.00 for the months of July 2019, August 2019 and September 2019, for a default in the amount of \$2,250.00; (2) Purchaser failed to pay late payment fees for the months of May 2019 through September 2019 in the amount of \$50.00 for each month, for a default of \$250.00 (3) Purchaser failed to pay the 2018 real estate taxes and late penalty in the amount of \$1,803.79 and the first half 2019 real estate taxes and late penalty in the amount of \$838.14, for a default of \$2,641.93; for a total default in the amount of \$5,141.93.

3. For contracts executed after August 1, 1976, and prior to August 1, 1985, the purchase price was [...] Dollars (\$ [...]) and the amount of the purchase price paid by the Purchaser is [...] Dollars (\$ [...]), which is [...] % of the purchase price, as calculated in the manner required by Minn. Stat. 559.21, subd. 1e.

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 90 DAYS

AFTER THE FIRST DATE OF

PUBLICATION OF THIS NOTICE

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, \$50.00 (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:

Andrew B. Kalis

Attorney for Seller

P.O. Box 388,

Aitkin, Minnesota 56431

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

201 Minnesota Avenue North,

Aitkin, Minnesota 56431

Telephone: 218-927-2136

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

/s/ Andrew B. Kalis

Published in the

Aitkin Independent Age

October 9, 16, 23, 2019

983874