

**NOTICE OF CANCELLATION OF RESIDENTIAL PROPERTY
PURCHASE AGREEMENT
Minn. Stat. 559.217, subd. 3 (with right to cure)**

**Minnesota Uniform Conveyancing Blanks
Form 110.1.1 (2011)**

YOU ARE NOTIFIED:

1. Either a default has occurred or an unfulfilled condition exists in the Purchase Agreement dated _____
(month/day/year)
in which _____
(insert name of Seller), ("Seller"),
agreed to sell to _____
(insert name of Purchaser), ("Purchaser"),
the real property in _____ County, Minnesota, legally described as follows:

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

Identified in the Purchase Agreement as:

(insert property address, PID#, or other common identifier used in the Purchase Agreement, if any)

2. Seller Purchaser is serving this Notice of Cancellation ("**Notice**") on the other party, and on _____
(check the applicable box)

(insert name of holder of earnest money) who is holding the earnest money paid
pursuant to the Purchase Agreement.

3. The default or unfulfilled condition which cancelled the Purchase Agreement is as follows:

Note: Affidavit of Service and Cancellation to follow on page 4.

THIS NOTICE IS TO INFORM YOU THAT BY THIS NOTICE THE

(SELLER) (PURCHASER)
(STRIKE ONE)

HAS BEGUN PROCEEDINGS UNDER MINNESOTA STATUTES, SECTION 559.217, TO CANCEL YOUR PURCHASE AGREEMENT FOR THE

(PURCHASE) (SALE)
(STRIKE ONE)

OF THE ABOVE PROPERTY FOR THE REASONS SPECIFIED IN THIS NOTICE. THE PURCHASE AGREEMENT WILL BE CANCELED

_____ DAYS AFTER

(SERVICE OF THIS NOTICE UPON YOU) (THE FIRST DATE OF PUBLICATION OF THIS NOTICE)
(STRIKE ONE)

UNLESS BEFORE THEN:

(A) YOU HAVE FULLY COMPLIED WITH ALL OF YOUR OBLIGATIONS UNDER THE PURCHASE AGREEMENT THAT WERE REQUIRED TO BE PERFORMED AS OF THE DATE OF SERVICE OF THIS NOTICE INCLUDING, WITHOUT LIMITATION, THE ITEMS OF DEFAULT SPECIFIED IN THIS NOTICE AND THE UNFULFILLED CONDITIONS SPECIFIED IN THIS NOTICE ARE COMPLETED, INCLUDING, IF APPLICABLE, COMPLETION OF THE PURCHASE OR SALE OF THE RESIDENTIAL REAL PROPERTY ACCORDING TO THE TERMS OF THE PURCHASE AGREEMENT; OR

(B) YOU SECURE FROM A DISTRICT COURT AN ORDER THAT THE TERMINATION OF THE PURCHASE AGREEMENT 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 PURCHASE AGREEMENT WILL BE CANCELED AT THE END OF THE PERIOD

(AND YOU WILL LOSE ALL EARNEST MONEY YOU HAVE PAID ON THE PURCHASE AGREEMENT)
(STRIKE IF NOT APPLICABLE);

AND YOU MAY LOSE YOUR RIGHT TO ASSERT ANY CLAIMS OR DEFENSES THAT YOU MIGHT HAVE.

HOWEVER, IF WITHIN THE TIME PERIOD SPECIFIED IN THIS NOTICE YOU SERVE YOUR OWN NOTICE UNDER MINNESOTA STATUTES, SECTION 559.217, YOUR PURCHASE AGREEMENT WILL BE IMMEDIATELY CANCELED, BUT YOUR ENTITLEMENT TO EARNEST MONEY MUST BE DETERMINED BY A COURT OR DETERMINED BY ARBITRATION IF AGREED TO BY THE PARTIES.

IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE, CONTACT AN ATTORNEY IMMEDIATELY.

4. The name, address and telephone number of the party serving this Notice or of an attorney authorized by that party to serve this Notice is:

Name: _____

Party serving Attorney for party serving
(check the applicable box)

Address: _____

Telephone Number: (_____) _____

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

AFFIDAVIT OF SERVICE AND CANCELLATION

State of Minnesota, County of _____

_____, being duly sworn on oath says that:
I am the person named above as the party serving the Notice, or the attorney authorized by the party who is serving the Notice; that I caused the Notice to be personally served on the other party; that the other party neither complied with the actions required in the Notice, if applicable, nor obtained a court order suspending the cancellation within the statutory time, and that the property is residential real property. I make this affidavit for the purpose of providing proof of the service of the Notice, canceling the described Purchase Agreement, and demanding that the person holding the earnest money release the earnest money to the party initiating the cancellation.

(signature)

Signed and sworn to before me on _____, by _____
(month/day/year)

(insert name of person making statement)

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)