

**NOTICE OF
CANCELLATION
OF CONTRACT FOR
DEED**

YOU ARE NOTIFIED:

1. Default has occurred in the Contract for Deed ("Contract") dated November 28, 2018, and filed for record on November 29, 2018, as Document Number A173126, in the Office of the Recorder of Clearwater County, Minnesota, in which James R. Dukek and Karen M. Dukek, spouses married to each other, as seller, sold to Nicole A. Brekke-Kramer and Jonathon L. Foldoe, as purchasers, the real property in Clearwater County, Minnesota, described as follows:

Lots Seven (7) and Eight (8), Block Two (2), Tafflins Addition to Clearbrook.

2. The default is as follows:

a. Failure to pay balloon payment of the contract due on January 3, 2023 in the amount of \$67,462.00.

b. Failure to pay delinq-uent real estate taxes in the amount of \$1,290.52.

c. Failure to pay first half of real estate taxes for 2023 in the amount of \$613.60.

d. Failure to maintain property insurance as documented by the contract.

3. The conditions contained in Minnesota Statutes §559.209 have been complied with or are not applicable.

4. 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, TWO PERCENT (2%) OF THE BALLOON PAYMENT (\$1,349.24), 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.

5. 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:

DRAHOS KIESON &
CHRISTOPHER, P.A.

By /s/ Jeremy A. Klinger
6/29/2023

Jeremy A. Klinger, Attorney
for Seller

Mailing Address:
502 - 24th Street N.W.,
Bemidji, MN 56601
Telephone: 218-444-175

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

502 - 24th Street
N.W., Bemidji, MN 56601

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