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<td>Nolte</td>
<td>Report</td>
<td>JRF</td>
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Thank you for your business.

TOTAL $200.00

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<tr>
<th>Phone #</th>
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<td>(320) 732-9036</td>
<td>(320) 732-9038</td>
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ORDER NUMBER:  
APPLICANT: Nolte  
Requested by: James Peters  
Company: Peters Law

LEGAL DESCRIPTION: The NW% ESW%, and the E%SW%, Section 4, Township 136, Range 34 In Wadena County, Minnesota. 
The NE% Section 9, Township 136, Range 34, Wadena County, Minnesota. 
The W%NW%, NW%SW%, E%SW%, N%SW%SW%, W%SE%, SE%SE%, Section 10, Township 136, Range 34, Wadena County, Minnesota.

GRANTEES AS SHOWN ON LAST DEED OF RECORD: Tim Nolte and Rita Nolte, husband and wife, as joint tenants, as on Warranty Deed, dated Aug. 12, 2019, recorded Aug. 21, 2019, as doc. #253122.

OUTSTANDING MORTGAGES: (1) Mortgage executed by Tim Nolte and Rita Nolte, husband and wife, Mortgagee(s), to ACL Company, LLC, as Mortgagor, dated Aug. 12, 2019, recorded Aug. 21, 2019, as doc. #253123, in the principal amount of $1,130,000.00.

OTHER DOCUMENTS OF RECORD:
1. Limited Warranty Deed recorded as instrument No. 225248.  
2. Warranty Deed recorded as instrument No. 236413.  
3. Affidavit recorded as instrument No. 236414.  
4. Memorandum of Contract for Deed recorded as instrument No. 248395.  
5. First Amendment to Memorandum of Contract for Deed recorded as instrument No. 250563.  
6. Cancellation of Contract for Deed and Release recorded as instrument No. 253121.  
7. Warranty Deed recorded as instrument No. 236927.  
8. Affidavit recorded as instrument No. 236928.

OUTSTANDING MECHANICS LIENS, ATTORNEYS LIENS AND FINANCING STATEMENTS:
NONE

TEN YEAR NAME SEARCH VS. LAST GRANTEE(S) AND/OR VENDEE(S) OF RECORD:
Potlatch Minnesota Timberlands, LLC; R.D. Offutt Company; R.D. Offutt Farms Co.; Tim Nolte, Rita Nolte;

FEDERAL TAX LIENS ARE SEARCHED FOR 11 YEARS:
That there are no unrecorded;
FEDERAL COURT JUDGMENT LIENS OR FEDERAL TAX LIENS, Except as follow: NONE

State Tax Liens are searched for 10 years: STATE TAX LIENS, Except as follows: NONE

BANKRUPTCIES: NONE

JUDGMENTS: NONE

(Continued next page)
ADDITIONAL SEARCHES REQUESTED;
REAL ESTATE TAXES:
Taxes due in 2020 for Parcel #08-004-3020 in the yearly amount of $316.00, are unpaid, first half due $158.90 through July 31, 2020.
Taxes due in 2020 for Parcel #08-004-3010 in the yearly amount of $608.00, are unpaid, first half due $304.20 through July 31, 2020.
Taxes due in 2020 for Parcel #08-009-1010 in the yearly amount of $1,248.00, are unpaid, first half due $624.00 through July 31, 2020.
Taxes due in 2020 for Parcel #08-010-2020 in the yearly amount of $922.00, are unpaid, first half due $461.00 through July 31, 2020.
Taxes due in 2020 for Parcel #08-010-3020 in the yearly amount of $772.00, are unpaid, first half due $386.00 through July 31, 2020.
Taxes due in 2020 for Parcel #08-010-4030 in the yearly amount of $616.00, are unpaid, first half due $308.00 through July 31, 2020.
Taxes due in 2020 for Parcel #08-010-4040 in the yearly amount of $300.00, are unpaid, first half due $150.00 through July 31, 2020.
THERE ARE NO DELINQUENT TAXES FOR PREVIOUS TAX YEARS.
THERE ARE NO SPECIAL ASSESSMENTS EXCEPT AS LISTED ABOVE.
(You should contact City Hall regarding possible PENDING ASSESSMENTS)

SEARCHES EFFECTIVE: July 22, 2020 at 7 o'clock a.m.

Home Town Abstract & Title, L.L.C.

Licensed Abstractor

File #20-694

IN PREPARING THIS PROPERTY REPORT, HOME TOWN ABSTRACT & TITLE, L.L.C. HAS NOT SEARCHED ALL DOCUMENTS AFFECTING TITLE TO THE PROPERTY FROM THE GOVERNMENT PATENT AND IS RENDERING NO OPINION AS TO THE STATUS OF TITLE. THE SEARCHES MADE IN PREPARING THIS REPORT COVER ONLY THOSE MORTGAGES OF RECORD AFFECTING THE PROPERTY COVERED HEREBY WHICH APPEAR UNSATISFIED OF RECORD. THE OWNER OF RECORD AS SHOWN IS THE LAST NAME GRANTEE OF A CONVEYANCE WHICH PURPORTS TO TRANSFER THE INTEREST TO THE PROPERTY.
LIMITED WARRANTY DEED - Corporation to Limited Liability Company

STATE DEED TAX DUE HEREON: $1.65

Date: April 6, 2009

FOR VALUABLE CONSIDERATION, POTLATCH FOREST HOLDINGS, INC., a corporation under the laws of the State of Delaware, Grantor, hereby conveys and quitclaims to POTLATCH MINNESOTA TIMBERLANDS, LLC, a limited liability company under the laws of the State of Delaware, Grantee, real property in Wadena County, Minnesota, described as follows:

See attached Exhibit A

together with all hereditaments and appurtenances belonging thereto. This deed conveys after-acquired title.

The real estate described in this document is being conveyed as part of a designated transfer as that term is defined in Minnesota Statutes § 287.20, subd. 3a(1) and, pursuant to Minnesota Statutes § 287.21, subd. 1(b), the tax is $1.65.

Check here if part or all of the land is Registered (Torrens) □

DEED TAX HEREBY DECLARED PAID THIS 6TH DAY OF AUGUST, 2009

WADEA COUNTY AUDITOR/TREASURER
RECEIPT # 5338

The remainder of this page is intentionally blank.
POTLATCH FOREST HOLDINGS, INC.,
a Delaware corporation

By: ___________________________
    William R. DeReu,
    Vice President – Real Estate Division

STATE OF WASHINGTON )
) ss.
COUNTY OF SPOKANE   )

The foregoing instrument was acknowledged before me this 9 day of April, 2009, by
William R. DeReu, the Vice President – Real Estate Division of POTLATCH FOREST
HOLDINGS, INC., a Delaware corporation, on behalf of the corporation, Grantor.

[Signature]
Signature of Person Taking Acknowledgment

Notarial Seal
STATE OF WASHINGTON

This Instrument was Drafted By:

RUDY, GASSERT, YETKA & PRITCHETT, P.A.
815 Cloquet Avenue
Cloquet, MN 55720
(218) 879-3363

DCP

Tax statements for the real property described
in this instrument should be sent to:

Tax Department
Potlatch Corporation
601 W. 1st Avenue, Suite 1600
Spokane, WA 99201

[Stamp]
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060202020 | Section 20  Northwest Quarter of Southwest Quarter (NW1/4 of SW1/4)
060211010 | Section 21  Northeast Quarter of Northeast Quarter (NE1/4 of NE1/4)
060253020 | Section 25  Southwest Quarter of Southwest Quarter (SW1/4 of SW1/4)
060253020 | Section 25  Southeast Quarter of Southwest Quarter (SE1/4 of SW1/4)
060253020 | Section 25  Southwest Quarter of Southeast Quarter (SW1/4 of SE1/4)
060261046 | Section 26  Government Lot 1 (SE1/4 of NE1/4) except the East 2 rods thereof
060263020 | Section 26  The South 500 feet of Government Lot 7 (SW1/4 of SW1/4)
060263045 | Section 26  The South 500 feet of Government Lot 6 (SE1/4 of SW1/4)
060281010 | Section 28  Northwest Quarter of Northeast Quarter (NW1/4 of NE1/4) except the North 50 feet thereof
060281010 | Section 28  Southwest Quarter of Northeast Quarter (SW1/4 of NE1/4)
060281010 | Section 28  Southeast Quarter of Northeast Quarter (SE1/4 of NE1/4)
060281010 | Section 28  Northeast Quarter of Northwest Quarter (NE1/4 of NW1/4)
060281010 | Section 28  Northwest Quarter of Northwest Quarter (NW1/4 of NW1/4)
060281010 | Section 28  Southwest Quarter of Northwest Quarter (SW1/4 of NW1/4)
060281020 | Section 29  Southeast Quarter of Northeast Quarter (SE1/4 of NE1/4)
060281020 | Section 29  Northwest Quarter of Northwest Quarter (NW1/4 of NW1/4)
060282020 | Section 29  Northwest Quarter of Northwest Quarter (SW1/4 of NW1/4)
060281020 | Section 29  Northeast Quarter of Northwest Quarter (NE1/4 of NW1/4)
060301010 | Section 30  Northeast Quarter of Northeast Quarter (NE1/4 of NE1/4) except the North 50 feet AND EXCEPT that part thereof described as follows: Beginning at the northeast corner of said Section 30 in Township 136 North, Range 33 West of the Fifth Principal Meridian, thence proceed south 16 rods and 5 feet along the easterly boundary line thereof; thence 10 rods west; thence 16 rods and five feet north; thence 10 rods east to the point of beginning. AND EXCEPT that part described as follows: Beginning at a point on the east section line of said Section 30, 16 rods and 5 feet south of the northeast corner of said Section 30; Thence west 10 rods; thence south 16 rods and 5 feet; thence east 10 rods; thence north 16 rods and 5 feet to the point of beginning.
060301010 | Section 30  Northwest Quarter of Northeast Quarter (NW1/4 of NE1/4) except the North 50 feet thereof.
060322015 | Section 32  Northwest Quarter of Southwest Quarter (NW1/4 of SW1/4)
060341010 | Section 34  Northeast Quarter of Northeast Quarter (NE1/4 of NE1/4) EXCEPT the South 400 feet of the East 544.5 feet thereof. AND EXCEPT the following described parcel: Commencing at the northwest corner of the Northeast Quarter of Northeast Quarter of said Section 34; thence East along the north line of said Northeast Quarter of Northeast Quarter a distance of 145 feet; thence South and parallel with the west line of Northeast Quarter of Northeast Quarter a distance of 660
**Parcel ID**  
**Township 136 North, Range 33 West Continued**

feet; thence West and parallel with the north line of said North Half of Northeast Quarter of Section 34 a distance of 330 feet; thence North and parallel with the west line of said Northeast Quarter of Northeast Quarter a distance of 660 feet to the north line of said North Half of Northeast Quarter; thence East along said north line a distance of 185 feet to the point of beginning.

<table>
<thead>
<tr>
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<th>Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>060341010</td>
<td>34</td>
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</tbody>
</table>

Northwest Quarter of Northeast Quarter (NW1/4 of NE1/4)  
EXCEPT the following described parcel: Commencing at the northwest corner of the Northeast Quarter of Northeast Quarter of said Section 34; thence East along the north line of said Northeast Quarter of Northeast Quarter a distance of 145 feet; thence South and parallel with the west line of Northeast Quarter of Northeast Quarter a distance of 660 feet; thence West and parallel with the north line of said North Half of Northeast Quarter of Section 34 a distance of 330 feet; thence North and parallel with the west line of said Northeast Quarter of Northeast Quarter a distance of 660 feet to the north line of said North Half of Northeast Quarter; thence East along said north line a distance of 185 feet to the point of beginning.

<table>
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<tr>
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<td>060341020</td>
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Southwest Quarter of Northeast Quarter (SW1/4 of NE1/4)  
Southwest Quarter of Northeast Quarter (SE1/4 of NE1/4)  
Northeast Quarter of Southwest Quarter (NE1/4 of SW1/4)  
Northwest Quarter of Southeast Quarter (NW1/4 of SE1/4)  
The North Half of the Northeast Quarter of the Northeast Quarter  
Northwest Quarter of Northwest Quarter (NW1/4 of NW1/4)  
Southwest Quarter of Northwest Quarter (SW1/4 of NW1/4)  
Except the North 5 acres of the South 10 acres of the West 20 acres thereof

**Township 136 North, Range 34 West**

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</tr>
<tr>
<td>080104030</td>
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Northwest Quarter of Southeast Quarter (NW1/4 of SE1/4)  
Southwest Quarter of Southeast Quarter (SW1/4 of SE1/4)  
Northeast Quarter of Southwest Quarter (NE1/4 of SW1/4)  
Southwest Quarter of Southeast Quarter (SW1/4 of SE1/4)  
North Half of the Southwest Quarter of the Southwest Quarter  
Southwest Quarter of Southeast Quarter (SE1/4 of SW1/4)  
Northwest Quarter of Southeast Quarter (NW1/4 of SE1/4)
### Township 136 North, Range 34 West Continued

<table>
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<td>Southwest Quarter of Southeast Quarter (SW1/4 of SE1/4)</td>
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<td>Southeast Quarter of Southeast Quarter (SE1/4 of SE1/4)</td>
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<tr>
<td>080121020</td>
<td>12</td>
<td>Northwest Quarter of Northeast Quarter (NW1/4 of NE1/4)</td>
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<tr>
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<td>Southwest Quarter of Northeast Quarter (SW1/4 of NE1/4)</td>
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<tr>
<td>080122010</td>
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<td>Northeast Quarter of Northwest Quarter (NE1/4 of NW1/4)</td>
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<td>Northwest Quarter of Northwest Quarter (NW1/4 of NW1/4)</td>
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<tr>
<td>080122010</td>
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<td>Southwest Quarter of Northwest Quarter (SW1/4 of NW1/4)</td>
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<td>Southwest Quarter of Northwest Quarter (SE1/4 of NW1/4)</td>
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<td>Northeast Quarter of Southwest Quarter (NE1/4 of SW1/4)</td>
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<td>Southwest Quarter of Southwest Quarter (NW1/4 of SW1/4)</td>
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### Township 137 North, Range 33 West

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<td>Government Lot 2 (NW1/4 of NE1/4)</td>
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<tr>
<td>090021010</td>
<td>2</td>
<td>Government Lot 3 (NE1/4 of NW1/4)</td>
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<td>090021010</td>
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<td>Government Lot 4 (NW1/4 of NW1/4)</td>
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<td>090031020</td>
<td>3</td>
<td>Government Lot 5 (NE1/4 of NE1/4)</td>
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<td>090033010</td>
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<td>Northeast Quarter of Southwest Quarter (NE1/4 of SW1/4)</td>
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<td>Northeast Quarter of Southeast Quarter (SW1/4 of SE1/4)</td>
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<td>Government Lot 8 (SW1/4 of NW1/4) except the North 10 rods thereof</td>
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<td>090062010</td>
<td>6</td>
<td>Government Lot 9 (SW1/4 of NW1/4)</td>
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<td>090062030</td>
<td>6</td>
<td>Government Lot 10 (NE1/4 of SW1/4)</td>
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<td>090071030</td>
<td>7</td>
<td>The South 300 feet of Government Lot 10 (NE1/4 of SE1/4)</td>
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<td>Southwest Quarter of Southeast Quarter (SE1/4 of NE1/4)</td>
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<td>Northeast Quarter of Northeast Quarter (NE1/4 of NE1/4)</td>
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### Township 137 North, Range 34

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<th>Section</th>
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<td>Government Lot 2 (NW1/4 of NE1/4)</td>
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<td>Southwest Quarter of Northeast Quarter (SW1/4 of NE1/4)</td>
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<tr>
<td>070011010</td>
<td>1</td>
<td>Southwest Quarter of Northeast Quarter (NW1/4 of NE1/4)</td>
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<tr>
<td>070011010</td>
<td>1</td>
<td>Northeast Quarter of Southwest Quarter (SW1/4 of NW1/4)</td>
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<td>Northeast Quarter of Southwest Quarter (NW1/4 of SW1/4)</td>
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<td>Government Lot 1 (NE1/4 of NE1/4) except the South Half thereof</td>
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<td>2</td>
<td>Government Lot 2 (NW1/4 of NE1/4)</td>
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<td>070021020</td>
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<td>That part of the Southwest Quarter of Northeast Quarter (SW1/4 of NE1/4) lying North of the State Ditch</td>
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<td>070021040</td>
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<td>Southeast Quarter of Northeast Quarter (SE1/4 of NE1/4)</td>
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<tr>
<td>Parcel ID</td>
<td>Section</td>
<td>Description</td>
</tr>
<tr>
<td>--------------</td>
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<tr>
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<td>Southeast Quarter of Northeast Quarter (SE1/4 of NE1/4)</td>
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<td>Southeast Quarter of Northwest Quarter (SE1/4 of NW1/4)</td>
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<td>070071010</td>
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<td>The Northeast Quarter of the Northeast Quarter, Section 7, Township 137, Range 34, except that part described as follows: Beginning at the northeast corner of Section 7, Township 137, Range 34, thence south along the east line of said Section a distance of 18 rods, thence west at right angles a distance of 20 rods, thence north at right angles a distance of 18 rods, thence east along the north line of said Section a distance of 20 rods to the place of beginning.</td>
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<td>070071010</td>
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<td>Southeast Quarter of Northeast Quarter (SE1/4 of NE1/4) except the East 24 rods of the South 20 rods thereof.</td>
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<td>070073020</td>
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<td>Government Lot 4 (SW1/4 of SW1/4)</td>
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<td>070074020</td>
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<td>Northeast Quarter of Southeast Quarter (NE1/4 of SE1/4)</td>
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<td>Northwest Quarter of Southeast Quarter (NW1/4 of SE1/4)</td>
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<td>The North Half of the Southwest Quarter of Southeast Quarter (SW1/4 of SE1/4)</td>
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<td>070082030</td>
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<td>Southwest Quarter of Northwest Quarter (SW1/4 of NW1/4)</td>
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<td>Government Lot 6 (SW1/4 of NE1/4)</td>
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<td>Government Lot 6 (NE1/4 of SW1/4)</td>
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<td>Government Lot 4 (SW1/4 of SW1/4)</td>
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<td>Southeast Quarter of Southwest Quarter (SE1/4 of SW1/4)</td>
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<td>The West Half of the Northwest Quarter of Southeast Quarter (NW1/4 of SE1/4)</td>
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<td>The East Half of the Southwest Quarter of the Northeast Quarter (SW1/4 of NE1/4)</td>
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<td>Northeast Quarter of Southwest Quarter (NE1/4 of SW1/4)</td>
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<td>Southwest Quarter of Northwest Quarter (SW1/4 of NE1/4)</td>
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<td>Northwest Quarter of Southwest Quarter (NE1/4 of SW1/4)</td>
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<td>Southwest Quarter of Northwest Quarter (SW1/4 of NW1/4)</td>
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<td>Northeast Quarter of Southwest Quarter (NE1/4 of NW1/4)</td>
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<td>South Quarter of Southeast Quarter (SW1/4 of SE1/4)</td>
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<td>070121010</td>
<td>12</td>
<td>Northwest Quarter of the Northeast Quarter, except that part lying Southerly of the Southerly shoreline of the Crow Wing River and Northerly of the following described line: Commencing at the Northwest corner of the Northwest Quarter of the Northeast Quarter; thence South 00 degrees 25 minutes 14 seconds West along the West line of said</td>
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</table>
Parcel ID

Township 137 North, Range 34 Continued

Northwest Quarter of the Northeast Quarter a distance of 300.02 feet to the point of beginning of the line to be herein described; thence North 89 degrees 51 minutes 45 seconds East a distance of 225.00 feet; thence South 62 degrees 04 minutes 21 seconds East 216.58 feet; thence South 85 degrees 52 minutes 05 seconds East a distance of 57.42 feet; thence South 56 degrees 19 minutes 14 seconds East a distance of 128.07 feet; thence South 80 degrees 32 minutes 25 seconds East a distance of 462.85 feet; thence South 84 degrees 54 minutes 35 seconds East a distance of 277.97 feet, more or less, to the East line of said Northeast Quarter of the Northeast Quarter and said line there terminating.

070121010  Section 12  Southwest Quarter of Northeast Quarter (SW1/4 of NE1/4)
070121010  Section 12  Southwest Quarter of Northeast Quarter (SE1/4 of NE1/4)
070182030  Section 16  Northwest Quarter of Northwest Quarter (NW1/4 of NW1/4)
070171010  Section 17  Northeast Quarter of Northeast Quarter (NE1/4 of NE1/4)
070171010  Section 17  Southwest Quarter of Northeast Quarter (SW1/4 of NE1/4)
070171010  Section 17  Southeast Quarter of Northeast Quarter (SE1/4 of NE1/4)
070174010  Section 17  Northeast Quarter of Southeast Quarter (NE1/4 of SE1/4)
070211030  Section 21  Northwest Quarter of Northeast Quarter (NW1/4 of NE1/4)
070211030  Section 21  Southwest Quarter of Northeast Quarter (SW1/4 of NE1/4)
070334020  Section 33  Northwest Quarter of Southeast Quarter (NW1/4 of SE1/4)
070382020  Section 36  Northwest Quarter of Northwest Quarter (NW1/4 of NW1/4)

Township 137 North, Range 35 West

100132050  Section 13  Northeast Quarter of Northwest Quarter (NE1/4 of NW1/4)

Township 138 North, Range 33 West

040031010  Section 3  Government Lot 1 (NE1/4 of NE1/4)
040031010  Section 3  Government Lot 2 (NW1/4 of NE1/4)
040031010  Section 3  Government Lot 3 (NE1/4 of NW1/4)
040031010  Section 3  Government Lot 4 (NW1/4 of NW1/4)
040031010  Section 3  Southwest Quarter of Northwest Quarter (SW1/4 of NW1/4)
040031010  Section 3  Southeast Quarter of Northwest Quarter (SE1/4 of NW1/4)
040034010  Section 3  Southwest Quarter of Southeast Quarter (SW1/4 of SE1/4)
040034010  Section 3  Southeast Quarter of Southeast Quarter (SE1/4 of SE1/4)
040041030  Section 4  Southwest Quarter of Northeast Quarter (SW1/4 of NE1/4)
040043010  Section 4  Southwest Quarter of Southeast Quarter (SW1/4 of SE1/4)
040043010  Section 4  Northwest Quarter of Southeast Quarter (NW1/4 of SE1/4)
040041030  Section 4  Southwest Quarter of Southeast Quarter (SW1/4 of SE1/4)
040052010  Section 5  Southwest Quarter of Northwest Quarter (SW1/4 of NW1/4)
040052010  Section 5  Southwest Quarter of Northwest Quarter (SE1/4 of NW1/4)

Except the Northeast Quarter of the Southeast Quarter of the Northwest Quarter thereof.

040052010  Section 5  Northeast Quarter of Southwest Quarter (NE1/4 of SW1/4)
040052010  Section 5  Northwest Quarter of Southwest Quarter (NW1/4 of SW1/4)
040062010  Section 6  Southwest Quarter of Northwest Quarter (SE1/4 of NW1/4)
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<td>Northeast Quarter of Southwest Quarter (NE1/4 of SW1/4)</td>
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<td>040062010</td>
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<td>Government Lot 5 (SW1/4 of SW1/4 and NW 1/4 of SW 1/4)</td>
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<td>Southeast Quarter of Southwest Quarter (SE1/4 of SW1/4)</td>
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<td>lying North of Highway 18</td>
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<td>lying North of Highway 18</td>
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<td>Southwest Quarter of Northwest Quarter (SW1/4 of NW1/4)</td>
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<td>The Southeast Quarter of the Northwest Quarter, Section 8, Township 138, Range 33, except the following described tract: commencing at the Southeast corner of said Southeast Quarter of the Northwest Quarter, thence North 89 degrees 56 minutes 59 seconds West, assumed bearing, along the South line of said Southeast Quarter of the Northwest Quarter a distance of 190 feet, more or less, to the Westerly shoreline of the Crow Wing River and point of beginning of the tract to be herein described; thence continuing North 89 degrees 56 minutes 59 seconds West along said South line a distance of 997 feet, more or less, to the Easterly shoreline of the Crow Wing River; thence Northeasterly and Easterly along said shoreline to the most northerly art of said peninsula; thence continuing along said shoreline, now being the westerly shoreline of the Crow Wing River, Easterly, Southeasterly and Southerly to the point of beginning.</td>
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<tr>
<td>040083010</td>
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<td>The Northwest Quarter of the Southwest Quarter, Section 8, Township 138, Range 33 except the following described tract: Beginning at the Southeast corner of said Northwest Quarter of the Southwest Quarter, thence North 89 degrees 54 minutes 46 seconds West, assumed bearing, along the South line of said Northwest Quarter of the Southwest Quarter a distance of 978 feet, more or less, to the Easterly shoreline of the Crow Wing River; thence Northeasterly, Easterly and Northeasternly along said shoreline to the intersection with the East line of said Northwest Quarter of the Southwest Quarter, thence South 00 degrees 19 minutes 04 seconds West along said east line a distance of 908 feet, more or less, to the point of beginning.</td>
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<td>040083010</td>
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<td>West Half of Southwest Quarter of Southwest Quarter, except that part lying Easterly of the Easterly shoreline of Crow Wing River.</td>
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</table>
Parcel ID | Township 138 North, Range 33 West Continued
---|---
040083020 | Section 8 East Half of Southwest Quarter of Southwest Quarter except that part lying South of County Highway 18.
040083020 | Section 8 The Southeast Quarter of the Southwest Quarter, Section 8, Township 138, Range 33, except that part described as follows: Beginning at the Northeast corner of said Southeast Quarter of the Southwest Quarter; thence South 00 degrees 19 minutes 56 seconds West, assumed bearing, along the East line thereof a distance of 781.84 feet; thence North 68 degrees 56 minutes 19 seconds West a distance of 527.24 feet; thence North 46 degrees 07 minutes 27 seconds West a distance of 260.01 feet; thence North 29 degrees 39 minutes 47 seconds West a distance of 304.38 feet; thence North 14 degrees 48 minutes 22 seconds West a distance of 154.08 feet, more or less, to the North line of said Southwest Quarter of the Southwest Quarter; thence South 88 degrees 54 minutes 46 seconds East a distance of 874.00 feet, more or less to the point of beginning.
040084010 | Section 8 Northeast Quarter of Southeast Quarter (NE1/4 of SE1/4)
040083020 | Section 8 The Southwest Quarter of the Southeast Quarter except the North 781.83 feet thereof.
040093010 | Section 8 Southwest Quarter of Southeast Quarter (SE1/4 of SE1/4)
040093020 | Section 9 Northwest Quarter of Southwest Quarter (NW1/4 of SW1/4)
040093020 | Section 9 Southwest Quarter of Southwest Quarter (SW1/4 of SW1/4) except that part described as follows: Commencing at the Southwest corner of said above described tracts; thence North on the West line a distance of 360 feet; thence East parallel with the South line a distance of 360 feet; thence South parallel with the West line to the South line thereof; thence West on the South line a distance of 360 feet to the point of beginning.
040094010 | Section 9 Southwest Quarter of Southeast Quarter (SW1/4 of SE1/4)
040101010 | Section 10 Northeast Quarter of Northeast Quarter (NE1/4 of NE1/4)
040101010 | Section 10 Northwest Quarter of Northeast Quarter (NW1/4 of NE1/4)
040101010 | Section 10 Southwest Quarter of Northeast Quarter (SW1/4 of NE1/4)
040101010 | Section 10 Southeast Quarter of Northeast Quarter (SE1/4 of NE1/4)
040101010 | Section 10 Northwest Quarter of Southwest Quarter (NW1/4 of NW1/4)
040101010 | Section 10 Southwest Quarter of Southwest Quarter (SW1/4 of NW1/4)
040101010 | Section 14 Northwest Quarter of Southwest Quarter (NW1/4 of SE1/4)
040112010 | Section 15 Northeast Quarter of Southwest Quarter (NE1/4 of SW1/4)
040112010 | Section 15 Northwest Quarter of Southwest Quarter (NW1/4 of SW1/4) except the West 16 rods of the South 10 rods thereof.
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<td>Section 15  Southeast Quarter of Southwest Quarter (SE1/4 of SW1/4)</td>
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Township 138 North, Range 33 West Continued

040313010  

Section 31  

Government Lot 3 (NW1/4 of SW1/4)

Township 138 North, Range 34 West

120033030  

Section 3  

Southeast Quarter of Southwest Quarter (SE1/4 of SW1/4)

120033030  

Section 3  

Southwest Quarter of Southwest Quarter (SW1/4 of SE1/4)

120043010  

Section 4  

Northeast Quarter of Southwest Quarter (NE1/4 of SW1/4)

120043010  

Section 4  

Northwest Quarter of Southwest Quarter (NW1/4 of SW1/4)

120043010  

Section 4  

Southwest Quarter of Southwest Quarter (SW1/4 of SW1/4)

120054010  

Section 5  

The West Half of the Southwest Quarter of Southwest Quarter (SW1/4 of SE1/4)

120054010  

Section 5  

Southeast Quarter of Southeast Quarter (SE1/4 of SE1/4)

123100180  

Section 6  

Sub-Lot A of The River Lake Beaches, according to the plat thereof excepting the platted roadways in said Sub-Lot A

123100200  

Section 6  

Sub-Lot B of The River Lake Beaches, according to the plat thereof

120064010  

Section 6  

Northeast Quarter of Southeast Quarter (NE1/4 of SE1/4)

120064010  

Section 6  

Northwest Quarter of Southeast Quarter (NW1/4 of SE1/4)

120064010  

Section 6  

Southwest Quarter of Southeast Quarter (SW1/4 of SE1/4)

120073020  

Section 7  

Government Lot 3 (NW1/4 of SW1/4)

120073020  

Section 7  

Government Lot 4 (SW1/4 of SW1/4)

120073020  

Section 7  

Southeast Quarter of Southwest Quarter (SE1/4 of SW1/4)

120071020  

Section 7  

Northeast Quarter of Southeast Quarter (NE1/4 of SE1/4)

120073020  

Section 7  

Northwest Quarter of Southwest Quarter (NW1/4 of SW1/4)

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Section 7  

Southwest Quarter of Southwest Quarter (SW1/4 of SE1/4)

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Section 7  

Southeast Quarter of Southeast Quarter (SE1/4 of SE1/4)

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Section 9  

Southeast Quarter of Northwest Quarter (SE1/4 of NW1/4)

120093010  

Section 9  

Northeast Quarter of Southwest Quarter (NE1/4 of SW1/4)

120111010  

Section 11  

Northeast Quarter of Northeast Quarter (NE1/4 of NE1/4)

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Section 11  

Northwest Quarter of Northeast Quarter (NW1/4 of NE1/4)

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Section 11  

Southwest Quarter of Northeast Quarter (SW1/4 of NE1/4)

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Section 11  

Northeast Quarter of Northwest Quarter (SE1/4 of NE1/4)

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Section 11  

Northeast Quarter of Southwest Quarter (NE1/4 of SW1/4)

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Northwest Quarter of Southwest Quarter (NW1/4 of SW1/4)

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Section 11  

Southwest Quarter of Southwest Quarter (SW1/4 of SW1/4)

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Section 11  

Northeast Quarter of Southwest Quarter (NE1/4 of SW1/4)

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Section 13  

Northeast Quarter of Southeast Quarter (NE1/4 of NE1/4)

120134010  

Section 13  

Southwest Quarter of Southwest Quarter (NW1/4 of SW1/4)

120134010  

Section 13  

Northwest Quarter of Southwest Quarter (NW1/4 of SW1/4)

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Section 13  

Southwest Quarter of Southwest Quarter (SW1/4 of SW1/4)

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Section 13  

Southwest Quarter of Gaza Quarter (SW1/4 of NE1/4)

12015030  

Section 15  

Switzh Quarter of Northeast Quarter (SE1/4 of NE1/4)

12015030  

Section 15  

Northwest Quarter of Southwest Quarter (NW1/4 of SW1/4)

12015030  

Section 15  

Southwest Quarter of Southwest Quarter (SW1/4 of SW1/4)

120173010  

Section 17  

Northeast Quarter of Southwest Quarter (NE1/4 of SW1/4)

120173010  

Section 17  

Northwest Quarter of Southwest Quarter (NW1/4 of SW1/4)

120173010  

Section 17  

Southwest Quarter of Southwest Quarter (SW1/4 of SW1/4)

120173010  

Section 17  

Southeast Quarter of Southwest Quarter (SE1/4 of SW1/4)

120161010  

Section 18  

Northeast Quarter of Northeast Quarter (NE1/4 of NE1/4)

120161010  

Section 18  

Northwest Quarter of Northeast Quarter (NW1/4 of NE1/4)
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120272010 | Section 27 Southeast Quarter of Northwest Quarter (SE1/4 of NW1/4)
120272010 | Section 27 Northeast Quarter of Southwest Quarter (NE1/4 of SW1/4)
120302020 | Section 30 Government Lot 7 (SW1/4 of NW1/4)
120304020 | Section 30 Government Lot 4 (NW1/4 of SE1/4)
120311010 | Section 31 Northeast Quarter of Northeast Quarter (NE1/4 of NE1/4)
120311010 | Section 31 Northeast Quarter of Northeast Quarter (NW1/4 of NE1/4)
120311010 | Section 31 Southwest Quarter of Northeast Quarter (SW1/4 of NE1/4)
120311010 | Section 31 Southwest Quarter of Northeast Quarter (SE1/4 of NE1/4)
120311010 | Section 31 Northeast Quarter of Northwest Quarter (NE1/4 of NW1/4)
120311010 | Section 31 Government Lot 1 (NW1/4 of NW1/4)
120311010 | Section 31 Government Lot 2 (SW1/4 of NW1/4)
120311010 | Section 31 Southeast Quarter of Northwest Quarter (SE1/4 of NW1/4)
120311010 | Section 31 Northeast Quarter of Southwest Quarter (NE1/4 of SW1/4)
120311010 | Section 31 Government Lot 3 (NW1/4 of SW1/4)
120311010 | Section 31 Government Lot 4 (SW1/4 of SW1/4)
120311010 | Section 31 Southeast Quarter of Southwest Quarter (SE1/4 of SW1/4)
120311010 | Section 31 North Half of the Northeast Quarter of Southeast Quarter
120311010 | Section 31 Northwest Quarter of Southeast Quarter (NW1/4 of SE1/4)
120311010 | Section 31 Southeast Quarter of Southeast Quarter (SE1/4 of SE1/4)
120323020 | Section 32 Southeast Quarter of Southwest Quarter (SE1/4 of SW1/4)
120323020 | Section 32 Northwest Quarter of Southeast Quarter (NW1/4 of SE1/4)
120323020 | Section 32 Southwest Quarter of Southeast Quarter (SW1/4 of SE1/4)
120382030 | Section 36 Southwest Quarter of Northwest Quarter (SW1/4 of NW1/4)

Parcel ID | Township 138 North, Range 35 West
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020012030 | Section 1 Northeast Quarter of Northwest Quarter (NE1/4 of NW1/4)
020012030 | Section 1 Government Lot 3, Section 1, Township 138, Range 35 except that portion platted as Renneberg's Beach and also except the following described tract: Beginning at a point on the South line of Lot 3 a distance of 990 feet east of the Southwest corner of said Lot 3; thence North and parallel with the East line of said Lot 3 a distance of 660 feet; thence East and parallel with the South line of said Lot 3 to the East line of said Lot 3, a distance of approximately 330 feet; thence South on the East line of said Lot 3 to appoint where this line intersects the mean low water mark of Twin Lakes; thence in a southerly direction along the mean low water mark of Twin Lakes to the point where this line intersects the South boundary line of said Lot 3; thence West along the South boundary line of said Lot 3 to the point of beginning. And except all that portion (if any) of Government Lot 3, of Section 1, Township 138 North, Range 35, West of the Fifth Principal Meridian, lying East of a line beginning at the Southeast corner of the Northeast Quarter of the Northwest
Parcel ID 020013015 Section 1 Township 138 North, Range 35 West Continued

Quarter, of said Section 1, thence South and parallel with the West line of said Lot 3, and ending at a point where this line intersects the mean low water line of Twin Lakes.

Government Lot 4, Section 1, Township 138 North, Range 35 West, Wadena County, Minnesota. Except that part described as follows: Commencing at the southwest corner of Lot 13, Renneberg's Beach, on file and of record in the office of the recorder; thence on an assumed bearing of North 3 degrees 45 minutes East along the west line of said Lot 13 a distance of 100.00 feet to the southwest corner of Lot 14 of said plat; thence North 82 degrees 58 minutes 50 seconds West a distance of 500.00 feet to the point of beginning of the tract to be described; thence South 82 degrees 58 minutes 50 seconds East a distance of 500.00 feet to the southwest corner of said Lot 14; thence North 3 degrees 45 minutes East along the west line of Lot 14 and Lot 15 of said plat to the northwest corner of said Lot 15; thence North 86 degrees 50 minutes East along the North line of said Lot 15 a distance of 35.00 feet to the southwest corner of Lot 16 of said plat; thence North 11 degrees 54 minutes West along the west line of said Lot 16 a distance of 84.5 feet to the north line of Government Lot 4; thence Northwesterly along said north line to its intersection with a line that bears North 7 degrees 57 minutes 24 seconds East from the point of beginning; thence South 7 degrees 57 minutes 24 seconds West to the point of beginning and there terminating.

AND ALSO EXCEPT that part of Government Lot 4, Section 1 Township 138 North, Range 35 West, Wadena County, Minnesota, described as follows: Beginning at the Southwest corner of Lot 13 of the plat of Renneberg's Beach, a recorded plat on file in the Wadena County Recorder's Office; thence on an assumed bearing of North 3 degrees 45 minutes East along the West line of said Lot 13 a distance of 100.00 feet; thence North 82 degrees 58 minutes 50 seconds West a distance of 500.00 feet; thence South 7 degrees 57 minutes 24 seconds West a distance of 330.09 feet; thence North 71 degrees 52 minutes 00 seconds East a distance of 725.69 feet; thence North 64 degrees 17 minutes East a distance of 23.00 feet to the westerly line of said plat; thence North 24 degrees 25 minutes West a distance of 270.00 feet; thence South 71 degrees 30 minutes West a distance of 150.00 feet; thence North 9 degrees 10 minutes West a distance of 211.20 feet; thence North 86 degrees 50 minutes East a distance of 150.00 feet more or less to the point of beginning and there terminating.

AND EXCEPT that portion platted as Renneberg's Beach.
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<th>Description</th>
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<td>Southwest Quarter of Southwest Quarter (SW1/4 of SW1/4) except the South 330 feet thereof</td>
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<td>Government Lot 5 (SE1/4 of SW1/4)</td>
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<td>Section 4</td>
<td>Northwest Quarter of Northeast Quarter (NW1/4 of NE1/4) lying West of Trunk Highway 71</td>
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<td>Section 5</td>
<td>Northeast Quarter of Southwest Quarter (NE1/4 of SW1/4)</td>
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<tr>
<td>020053010</td>
<td>Section 5</td>
<td>Southeast Quarter of Southwest Quarter (SE1/4 of SW1/4)</td>
</tr>
<tr>
<td>020053010</td>
<td>Section 5</td>
<td>Northeast Quarter of Southeast Quarter (NW1/4 of SE1/4)</td>
</tr>
<tr>
<td>020053010</td>
<td>Section 5</td>
<td>Southwest Quarter of Southeast Quarter (SW1/4 of SE1/4)</td>
</tr>
<tr>
<td>020061040</td>
<td>Section 6</td>
<td>Government Lot 2 (NW1/4 of NE1/4)</td>
</tr>
<tr>
<td>020061040</td>
<td>Section 6</td>
<td>Southwest Quarter of Northeast Quarter (SW1/4 of NE1/4)</td>
</tr>
<tr>
<td>020061040</td>
<td>Section 6</td>
<td>Government Lot 3 (NE1/4 of NW1/4)</td>
</tr>
<tr>
<td>020061040</td>
<td>Section 6</td>
<td>Southeast Quarter of Northwest Quarter (SE1/4 of NW1/4) except the West 600 feet of the South 600 feet thereof</td>
</tr>
<tr>
<td>020081020</td>
<td>Section 8</td>
<td>Northwest Quarter of Northeast Quarter (NW1/4 of NE1/4)</td>
</tr>
<tr>
<td>020081020</td>
<td>Section 8</td>
<td>Southwest Quarter of Northeast Quarter (SW1/4 of NE1/4)</td>
</tr>
<tr>
<td>020081010</td>
<td>Section 8</td>
<td>Northeast Quarter of Northeast Quarter (NE1/4 of NW1/4)</td>
</tr>
<tr>
<td>020082010</td>
<td>Section 8</td>
<td>Northwest Quarter of Northwest Quarter (NW1/4 of NW1/4)</td>
</tr>
<tr>
<td>020082010</td>
<td>Section 8</td>
<td>Southwest Quarter of Northwest Quarter (SW1/4 of NW1/4)</td>
</tr>
<tr>
<td>020082010</td>
<td>Section 8</td>
<td>Northeast Quarter of Southeast Quarter (NE1/4 of SE1/4)</td>
</tr>
<tr>
<td>020082010</td>
<td>Section 8</td>
<td>Northwest Quarter of Southeast Quarter (NW1/4 of SE1/4) except a tract of land in the Northwest corner of the Northwest Quarter of the Southeast Quarter described as follows: Commencing at the Northwest corner of said forty acres; thence East on the North line of said forty acre tract a distance of 295.1 feet; thence South at right angles a distance of 295.1 feet; thence West parallel with the North line of said forty acre tract a distance of 295.1 feet; thence North on the West line of said forty acre tract a distance of 295.1 feet to the point of beginning.</td>
</tr>
<tr>
<td>02012010</td>
<td>Section 11</td>
<td>Government Lot 2 (SE1/4 of NW1/4)</td>
</tr>
<tr>
<td>02013020</td>
<td>Section 13</td>
<td>Government Lot 3 (NE1/4 of SW1/4)</td>
</tr>
<tr>
<td>02013020</td>
<td>Section 13</td>
<td>Southeast Quarter of Southwest Quarter (SE1/4 of SW1/4)</td>
</tr>
<tr>
<td>02013020</td>
<td>Section 13</td>
<td>Southwest Quarter of Southeast Quarter (SW1/4 of SE1/4)</td>
</tr>
<tr>
<td>020203020</td>
<td>Section 20</td>
<td>Northwest Quarter of Southwest Quarter (NW1/4 of SW1/4)</td>
</tr>
</tbody>
</table>
Parcel ID | Township 138 North, Range 35 West Continued
--- | ---
020203040 | Section 20 Southeast Quarter of Southwest Quarter (SE1/4 of SW1/4) except that part described as follows: Beginning at a point 150 feet West of the Southeast corner of the Southeast Quarter of the Southwest Quarter, thence North at right angles with the South line of said Southeast Quarter of the Southwest Quarter a distance of 500 feet; thence West and parallel with the South line of said Southeast Quarter of the Southwest Quarter a distance of 350 feet; thence South to the South line of said Southeast Quarter of the Southwest Quarter a distance of 500 feet; thence East to the point of beginning.
020203040 | Section 20 Southwest Quarter of Southeast Quarter (SW1/4 of SE1/4)
020244010 | Section 24 Southwest Quarter of Southeast Quarter (SW1/4 of SE1/4)
020251010 | Section 25 Northwest Quarter of Northeast Quarter (NW1/4 of NE1/4)
020251010 | Section 25 Southwest Quarter of Northeast Quarter (SW1/4 of NE1/4) except that part described as follows: Commencing 330 feet West of the Southeast corner of the Southwest Quarter of the Northeast Quarter; thence North 330 feet; thence West 660 feet; thence South 330 feet; thence East 660 feet to the point of beginning.
020251010 | Section 25 Southeast Quarter of Northeast Quarter (SE1/4 of NE1/4)
020251010 | Section 25 Northeast Quarter of Northwest Quarter (NE1/4 of NW1/4)
020251010 | Section 25 Southwest Quarter of Northwest Quarter (SE1/4 of NW1/4)
020251010 | Section 25 Southeast Quarter of Southwest Quarter (SE1/4 of SW1/4)
020251010 | Section 25 Northwest Quarter of Southeast Quarter (NW1/4 of SE1/4)
020251010 | Section 25 Southwest Quarter of Southeast Quarter (SW1/4 of SE1/4)
DEED TAX DUE: $10,737.54
Date: July 23, 2013

FOR VALUABLE CONSIDERATION, Potlatch Minnesota Timberlands, LLC, a limited liability company under the laws of Delaware, Grantor, hereby conveys and warrants to R.D. Offutt Company, Grantee, a corporation under the laws of Minnesota, real property in Cass, Hubbard and Wadena County, Minnesota, described as follows:

Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:
Subject to easements, restrictions and reservations of record.

Check box if applicable:
X The seller certifies that the seller does not know of any wells on the described real property.

□ A well disclosure certificate accompanies this document.

□ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.
Potlatch Minnesota Timberlands, LLC, a
Delaware limited liability company

By: WILLIAM DEREU, VICE
PRESIDENT

STATE OF WASHINGTON
) ss.
COUNTY OF Spokane } ss.

This instrument was acknowledged before me on July 15, 2013, by WILLIAM DEREU, the VICE
PRESIDENT of Potlatch Minnesota Timberlands, LLC a limited liability company under the laws of
Delaware, on behalf of the limited liability company.

[Notary Seal]

Signature of Notary Public or Other Official

Check here if part or all of the land is Registered (Torrens) □

Tax Statements for the real property described in this
instrument should be sent to (Include name and address of
Grantee):

Complete Title Services
14275 Golf Course Dr., Suite 240
Johnson Center
Baxter, MN 56425
1304090

R.D. Offutt Company
700 South 7th Street
Fargo, ND 58103
EXHIBIT 'A'

The NW¼ of the SE¼ and Lot 2 of Section 27, Township 135, Range 34, Wadena County, Minnesota.

AND

15 037.3020 15 037.4010

The E½ of the NE¼ of Section 13, Township 138, Range 34, Wadena County, Minnesota.

AND

12 013.1010

The NW¼ of the SW¼, the E½ of the SW¼,

of Section 4, Township 136, Range 34, Wadena County, Minnesota.

AND

08 004.2010 08 004.3020

The S½ of the SE¼ of Section 3 and the N½ of Section 10; all in Township 138, Range 33, Wadena County, Minnesota.

AND

04 002.4010 04 010.1010
The NW¼, Section 13, Township 139, Range 32, Hubbard County, Minnesota;

AND

The NW¼, the NW¼ and the SE¼NW¼, Section 14, Township 139, Range 32, Hubbard County, Minnesota;

AND

The SW¼NW¼, Section 14, Township 139, Range 32, LESS AND EXCEPT a strip of land 215 feet in width across the SW¼NW¼ of Section 14, Township 139, Range 32, being 107.5 feet on either side of a centerline described as follows: Beginning at a point on the West line which is 635 feet North of the Southwest corner of said tract; thence running Southeasterly to a point on the South line which is 440 feet East of the Southwest corner of said tract. Hubbard County

AND

The SW¼NE¼, Section 15, Township 139, Range 32, Hubbard County, Minnesota;

AND

The NE¼NE¼, Section 15, Township 139, Range 32, Hubbard County, Minnesota, LESS AND EXCEPT a strip of land 215 feet in width across the NE¼NE¼ of Section 15, Township 139, Range 32, being 107.5 feet on either side of a centerline described as follows: Beginning at a point on the West line which is 50 feet South of the Northwest corner of said tract; thence running Southeasterly to a point on the South line which is 500 feet West of the Southeast corner of said tract.

AND

The NW¼NE¼, Section 15, Township 139, Range 32, Hubbard County, Minnesota, LESS AND EXCEPT a tract of land in the NW¼NE¼ of Section 15, Township 139, Range 32, described as follows: Beginning at the Northeast corner of said NW¼NE¼, Section 15, Township 139, Range 32; thence Westerly along the North line a distance of 165 feet to a point; thence Southeasterly to a point on the East line which is 235 feet South of the Northeast corner; thence Northerly along the East line to the point of beginning.

AND

The SE¼NE¼, Section 15, Township 139, Range 32, Hubbard County, Minnesota, LESS AND EXCEPT a strip of land 215 feet in width across the SE¼NE¼ of Section 15, Township 139, Range 32 being 107.5 feet on either side of a centerline described as follows: Beginning at a point on the North line which is 500 feet West of the Northeast corner of said tract; thence running Southeasterly to a point on the East line which is 720 feet South of the Northeast corner of said tract.
The East Half (E½) of the Northwest Quarter (NW¼), Section Fifteen (15), Township One Hundred Thirty-nine (139), Range Thirty-two (32), Hubbard County, Minnesota.
The NW¼NW¼ of Section 11, Township 138 North, Range 32 West, Cass County, Minnesota;

AND

The SW¼NW¼ of Section 11, Township 138 North, Range 32 West, Cass County, Minnesota, EXCEPT a strip of land 80' in width across the SW¼NW¼, Section 11, Township 138 North, Range 32 West, Cass County, Minnesota, being 40' on either side of a centerline described as follows: Beginning at a point on the south line which is 425' east of the southwest corner of said tract, thence running north-northwesterly a distance of 1,330' to a point on the north line which is 325' east of the northwest corner of said tract, as shown on drawing MA-15066;

AND

SE¼NW¼ of Section 11, Township 138 North, Range 32 West, Cass County, Minnesota;

AND

NE¼SW¼ of Section 11, Township 138 North, Range 32 West, Cass County, Minnesota;

AND

NW¼SW¼ of Section 11, Township 138 North, Range 32 West, Cass County, Minnesota, EXCEPT a strip of land 80' in width across the NW¼SW¼, Section 11, Township 138 North, Range 32 West, Cass County, Minnesota, being 40' on either side of a centerline described as follows: Beginning at a point on the south line which is 530' east of the southwest corner of said tract, thence running north-northwesterly a distance of 1,330 feet to a point on the north line which is 425' east of the northwest corner of said tract, as shown on drawing MA-15065;

AND

SW¼SW¼ of Section 11, Township 138 North, Range 32 West, Cass County, Minnesota, EXCEPT a strip of land 80' in width across the SW¼SW¼, Section 11, Township 138, Range 32, Cass County, Minnesota, being 40' on either side of a centerline described as follows: Beginning at a point on the south line of which is 630' east of the southwest corner of said tract; thence running northerly a distance of 1,325' to a point on the north line which is 530' east of the Northwest corner of said tract, as shown on drawing MA-15064;

AND

SE¼SW¼, Section 11, Township 138 North, Range 32 West, Cass County, Minnesota;

AND

SW¼SE¼, Section 11, Township 138 North, Range 32 West, Cass County, Minnesota.
ADDITIONAL RECORDING DOCUMENTATION:
STATE OF MINNESOTA

COUNTY OF CROW WING

Affidavit regarding Tree Growth Tax status

Ed Paries, being first duly sworn, on oath says that:

1. He is the Real Estate Manager - Potlatch Minnesota Timberlands, LLC, a Delaware limited liability company ("Potlatch"), the corporation named as Grantor in the document dated July 22, 2013, and filed for record 07/23/2013, as Document Number 236414 in the Office of the County Recorder of Wadena County, Minnesota.

2. Said corporation's principal place of business in Minnesota is at 105 Arch Street, Cloquet, Carlton County, Minnesota.

3. It has been brought to the attention of Potlatch that various instruments appear of record affecting the property described on attached Exhibit A, having to do with the now repealed Minnesota Tree Growth Tax Law. The undersigned states that the property described on Exhibit A is no longer subject to the Minnesota Tree Growth Tax Law, said statute having been repealed several years ago. The undersigned also states that the property described on Exhibit A is not subject to nor has it been enrolled in any substitute taxation programs, including but not limited to the Minnesota Sustainable Forest Incentive Act.

Affiant knows the matters herein stated are true to the best of his actual knowledge and makes this Affidavit for the purpose of inducing the passing of title to the property described on Exhibit A.

Potlatch Minnesota Timberlands, LLC

By

Ed Pories, Real Estate Manager - Minnesota

Subscribed and sworn to before me this 17 day of July, 2013.

Debra M. Kline

Notary Public

[Signature]

Debra M. Kline

Rotary Public - Minnesota

[Signature]

[Signature]

David C. Prichett
Rudy, Gesner, Yerks, Prichett & Heisig, P.A.
813 Cloquet Avenue
Cloquet, MN 55720
(218) 879-3363
EXHIBIT 'A'

The NW¼ of the SE¼ and Lot 2 of Section 27, Township 135, Range 34, Wadena County, Minnesota.

AND

The E½ of the NE¼ of Section 13, Township 138, Range 34, Wadena County, Minnesota.

AND

The NW¼ of the SW¼, the E½ of the SW¼, of Section 4, Township 136, Range 34, Wadena County, Minnesota.

AND

The S½ of the SE¼ of Section 3 and the N½ of Section 10; all in Township 138, Range 33, Wadena County, Minnesota.
MEMORANDUM OF CONTRACT FOR DEED

THIS MEMORANDUM OF CONTRACT FOR DEED, (hereinafter referred to as the “Memorandum”) is entered into as of this 1st day of May, 2017 between R.D. Offutt Company, a Minnesota corporation, Seller, and Tim Nolte and Rita Nolte, a married couple, Buyer.

WITNESSETH

WHEREAS, Seller owns certain real property consisting of approximately 640 acres, as described in Exhibit A and attached hereto and made a part hereof, located in the County of Wadena, State of Minnesota (hereinafter referred to as the “Property”); and

WHEREAS, Seller and Buyer have entered into a Contract for Deed of even date herewith (hereinafter referred to as the “Agreement”), related to purchasing the Property; and

WHEREAS, this Memorandum is now executed for the purpose of recording the same and thereby giving notice of the Agreement and of this Memorandum.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in the Agreement, Seller and Buyer hereby agree as follows:

A. **RIGHT OF PURCHASE.** Seller hereby grants to Buyer the right to purchase the Property upon the terms and conditions as provided for in the Agreement.

B. **INCORPORATION OF THE AGREEMENT.** All the terms, provisions and agreements of the Agreement are, by this reference, incorporated herein, and made a part hereof. If a conflict arises between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall prevail.
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first written above.

SELLER:
R.D. OFFUTT COMPANY

By: __________________________
F. Scott Neal

Its: President - Real Estate

BUYER:
Tim Nolte and Rita Nolte

__________________________
Tim Nolte

__________________________
Rita Nolte
STATE OF North Dakota )
              ) ss.
COUNTY OF Cass )

The foregoing instrument was acknowledged before me November 15, 2017 by Tim Nolte and Rita Nolte, husband and wife.

 amy j. berg
notary public
state of north dakota
my commission expires may 6, 2022

signature of notary public or other official

STATE OF North Dakota )
              ) ss.
COUNTY OF Cass )

The foregoing instrument was acknowledged before me November 15, 2017 by F. Scott Neal, President of R.D. Offutt Company, a corporation incorporated under the laws of the State of Minnesota, on behalf of the corporation.

 amy j. berg
notary public
state of north dakota
my commission expires may 6, 2022

signature of notary public or other official

This Instrument Was Drafted By:
R.D. Offutt Company
700 7th St S.
Fargo, ND 58103
EXHIBIT A
Property

Parcel Identification Number: 08.004.3020

Acreage: 40
Legal description: NW1/4 SW1/4, Section 4, Township 136, Range 34, Wadena County, MN

Parcel Identification Number: 08.004.3010

Acreage: 80
Legal description: E1/2 SW1/4, Section 4, Township 136, Range 34, Wadena County, MN

Parcel Identification Number: 08.009.1010

Acreage: 160
Legal description: NE1/4, Section 9, Township 136, Range 34, Wadena County, MN

Parcel Identification Number: 08.010.2020

Acreage: 124
Legal description: W1/2 NW1/4 & NW1/4 SW1/4, Section 10, Township 136, Range 34, Wadena County, MN

Parcel Identification Number: 08.010.3020

Acreage: 160
Legal description: E1/2 SW1/4 & N1/2 SW1/4 SW1/4, Section 10, Township 136, Range 34, Wadena County, MN

Parcel Identification Number: 08.010.4030

Acreage: 80
Legal description: W1/2 SE1/4, Section 10, Township 136, Range 34, Wadena County, MN

Parcel Identification Number: 08.010.4040

Acreage: 40
Legal description: SE1/4 SE1/4, Section 10, Township 136, Range 34, Wadena County, MN
FIRST AMENDMENT TO MEMORANDUM OF CONTRACT FOR DEED

THIS FIRST AMENDMENT TO MEMORANDUM OF CONTRACT FOR DEED, (hereinafter referred to as the “Amendment”) is entered into as of this 28th day of August, 2018 between R.D. Offutt Company, a Minnesota corporation, Seller, and Tim Nolte and Rita Nolte, a married couple, Buyer.

WITNESSETH

WHEREAS, Seller owned certain real property consisting of approximately 640 acres located in the County of Wadena, State of Minnesota, as described in Exhibit A, attached hereto and made a part hereof (hereinafter referred to as the “Property”); and,

WHEREAS, Seller and Buyer entered into a Contract for Deed on May 1, 2017 (hereinafter referred to as the “Agreement”), as described in Exhibit B, attached hereto and made a part hereof, related to purchasing the Property; and,

WHEREAS, Seller and Buyer have amended said Contract for Deed, as described in Exhibits C, attached hereto and made a part hereof; and,

WHEREAS, a Memorandum of Contract for Deed was executed on May 1, 2017 and recorded in Wadena County as Document #248395.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in the Agreement, Seller and Buyer hereby agree as follows:

A. INCORPORATION OF THE AGREEMENT. All the terms, provisions and agreements of the Agreement and any amendments thereto are, by this reference, incorporated herein, and made a part hereof. If a conflict arises between the provisions of this Memorandum and the provisions of the Agreement and any amendments thereto, the provisions of the Agreement and any amendments shall prevail.
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first written above.

SELLER:  
R.D. OFFUTT COMPANY

By:   [Signature]  
F. Scott Neal

Its: President - Real Estate

BUYER:  
Tim Nolte and Rita Nolte

[Signature]  
Tim Nolte

[Signature]  
Rita Nolte
STATE OF ____________)

COUNTY OF ____________)

ss.

The foregoing instrument was acknowledged before me August 20, 2018 by Tim Nolte and Rita Nolte, husband and wife.

Signature of Notary Public or Other Official

STATE OF NORTH DAKOTA )

COUNTY OF CASS )

ss.

The foregoing instrument was acknowledged before me August 29, 2018 by F. Scott Neal, President – Real Estate of R.D. Offutt Company, a corporation incorporated under the laws of the State of Minnesota, on behalf of the corporation.

Signature of Notary Public or Other Official

This Instrument was drafted by:
R.D. Offutt Company
700 7th St. S.
Fargo, ND 58103
EXHIBIT A
Property

Parcel Identification Number: 08.004.3020
Acres: 40
Legal description: NW1/4 SW1/4, Wadena County, MN

Parcel Identification Number: 08.004.3010
Acres: 80
Legal description: E1/2 SW1/4, Wadena County, MN

Parcel Identification Number: 08.009.1010
Acres: 160
Legal description: NE1/4, Wadena County, MN

Parcel Identification Number: 08.010.2020
Acres: 121
Legal description: W1/2 NW1/4 & NW1/4 SW1/4, Wadena County, MN

Parcel Identification Number: 08.010.3020
Acres: 100
Legal description: E1/2 of SW1/4 & N1/2 of SW1/4 of SW1/4, Wadena County, MN

Parcel Identification Number: 08.010.4030
Acres: 80
Legal description: W1/2 SE1/4, Wadena County, MN

Parcel Identification Number: 08.010.4040
Acres: 40
Legal description: SE1/4 SE1/4, Wadena County, MN
EXHIBIT B

CONTRACT FOR DEED

Date: May 1, 2017

THIS CONTRACT FOR DEED ("Contract") is made as of the above date by R.D. Offutt Company, a Minnesota corporation, Seller, and Tim Nolte and Rita Nolte, a married couple, Purchaser.

Seller and Purchaser agree to the following terms:

1. PROPERTY DESCRIPTION. Seller hereby sells, and Purchaser hereby buys, real property consisting of approximately 640 acres, as described in Exhibit A and attached hereto and made a part hereof, located in the County of Wadena, State of Minnesota.

2. TITLE. Seller warrants that title to the Property on the date of this Contract is only subject to the following exceptions:

   a) Covenants, conditions, restrictions, declarations and easements of record, if any;
   b) Reservations of minerals or mineral rights by the State of Minnesota, if any; and
   c) Building, zoning and subdivision laws and regulations.

3. DELIVERY OF DEED AND EVIDENCE OF TITLE. Upon Buyer’s prompt and full performance of this Contract, Seller shall:

   a) Execute, acknowledge and deliver to Buyer a Warranty Deed, in recordable form, conveying marketable title to the Property to Buyer, subject only to the following exceptions:

      i) Those exceptions referred to in paragraph 2 - a), b), and c) of this Contract;
ii) Liens, encumbrances, adverse claims or other matters which Buyer has created, suffered or permitted to accrue after the date of this Contract.

b) Deliver to Buyer a complete Abstract of Title continued to date evidencing good and marketable title to the Premises.

4. **PURCHASE PRICE.** Purchaser shall pay to Seller, at such address as Seller shall designate in writing, as and for the purchase price for the Property, payable as follows:

a) 

b) 

5. **PREPAYMENT.** Purchaser shall have the right to fully or partially prepay this Contract at any time without penalty. Any partial prepayment shall be applied first to payment of amounts then due under this Contract, including unpaid accrued interest, and the balance shall be applied to the principal balance due.

6. **REAL ESTATE TAXES AND ASSESSMENTS.** Purchaser shall pay, before penalty accrues, all real estate taxes and installments of special assessments assessed against the Property which are due and payable in the year 2017 and in all subsequent years. Seller warrants that the real estate taxes and installments of special assessments which were due and payable in the years preceding the year in which this Contract is dated are paid in full.

7. **PROPERTY INSURANCE.**

a) **INSURED RISKS AND AMOUNTS.** Purchaser shall keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, extended coverage perils, vandalism, malicious mischief for at least the amount of full insurable value.

b) **OTHER TERMS.** The insurance policy shall contain a loss payable clause in favor of Seller which provides that Seller's right to recover under the insurance shall not be impaired by any acts or omissions of Purchaser or Seller, and that Seller shall otherwise be afforded all rights and privileges customarily provided a mortgagee under the so-called standard mortgage clause.
c) **NOTICE OF DAMAGE.** In the event of damage to the Property by fire or other casualty, Purchaser shall promptly give notice of such damage to Seller and the insurance company.

8. **DAMAGE TO THE PROPERTY.**

a) **APPLICATION OF INSURANCE PROCEEDS.** If the Property is damaged by fire or other casualty, the insurance proceeds paid on account of such damage shall be applied to payment of the amounts payable by Purchaser under this Contract, even if such amounts are not then due to be paid, unless Purchaser makes a permitted election described in the next paragraph. Such amounts shall be first applied to unpaid accrued interest and next to the principal balance to be paid as provided in this Contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this Contract or change the amount of such installments. The balance of insurance proceeds, if any, shall be the property of Purchaser.

b) **PURCHASER'S ELECTION TO REBUILD.** If Purchaser is not in default under this Contract, or after curing any such default, and if the mortgagors in any prior mortgages and sellers in any prior contracts for deed do not require otherwise, Purchaser may elect to have that portion of such insurance proceeds necessary to repair, replace or restore the damaged Property (the repair work) deposited in escrow with a bank or title insurance company qualified to do business in the State of Minnesota, or such other party as may be mutually agreeable to Seller and Purchaser. The election may only be made by written notice to Seller within sixty (60) days after the damage occurs. Also, the elections will only be permitted if the plans and specifications and contracts for the repair work are approved by Seller, which approval Seller shall not unreasonably withhold or delay. If such a permitted election is made by Purchaser, Seller and Purchaser shall jointly deposit, when paid, such insurance proceeds into such escrow. If such insurance proceeds are insufficient for the repair work, Purchaser shall, before the commencement of the repair work, deposit into such escrow sufficient additional money to insure the full payment for the repair work. Even if the insurance proceeds are unavailable or are insufficient to pay the cost of the repair work, Purchaser shall at all times be responsible to pay the full cost of the repair work. All escrowed funds shall be disbursed by the escrowee in accordance with generally accepted sound construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be deposited by Purchaser into such escrow before the commencement of the repair work. Purchaser shall complete the repair work as soon as reasonably possible and in a good and workmanlike manner, and in any
event the repair work shall be completed by Purchasers within one (1) year after the damage occurs. If, following the completion of and payment for the repair work, there remain any undisbursed escrow funds, such funds shall be applied to payment of the amounts payable by Purchaser under this Contract in accordance with paragraph 9(a) above.

9. INJURY OR DAMAGE OCCURRING ON THE PROPERTY.

a) LIABILITY. Seller shall be free from liability and claims for damages by reason of injuries occurring on or after the date of this Contract to any person or persons or property while on or about the Property. Purchaser shall defend and indemnify Seller from all liability, loss, costs and obligations, including reasonable attorneys’ fees, on account of or arising out of any such injuries. However, Purchaser shall have no liability or obligation to Seller for such injuries which are caused by the negligence or intentional wrongful acts or omissions of Seller.

b) LIABILITY INSURANCE. Purchaser shall, at Purchaser’s own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the Property in reasonable amounts to be approved to Seller.

10. INSURANCE, GENERALLY. The insurance which Purchaser is required to procure and maintain pursuant to paragraphs 7 and 9 of this Contract shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and which are approved by Seller. The insurance shall be maintained by Purchaser at all times when any amount remains unpaid under this Contract. The insurance policies shall provide for not less than ten (10) days’ written notice to Seller before cancellation, non-renewal, termination or change in coverage, and Purchaser shall deliver to Seller a duplicate original or certificate of such insurance policy or policies.

11. CONDEMNATION. If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchaser under this Contract, even if such amounts are not then due to be paid. Such amounts shall be applied first as unpaid accrued interest and next to the installments to be paid as provided in this Contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this Contract or change the amount of such installments. The balance, if any, shall be the property of Purchaser.
12. WASTE, REPAIR AND LIENS. Purchaser shall not remove or demolish any buildings, improvements or fixtures now or later located on or a part of the Property, nor shall Purchaser commit or allow waste of the Property. Purchaser shall maintain the Property in good condition and repair. Purchaser shall not create or permit to accrue liens or adverse claims against the Property which constitute a lien or claim against Seller’s interest in the Property. Purchaser shall pay to Seller all amounts, cost and expenses, including reasonable attorneys’ fees, incurred by Seller to remove any such liens or adverse claims.

13. COMPLIANCE WITH LAWS. Except for matters which Sellers have created, suffered or permitted to exist prior to the date of this Contract, Purchaser shall comply or cause compliance with all laws and regulations of any governmental authority which affect the Property or the manner of using or operating the same, and with all restrictive covenants, if any, affecting title to the Property or the use thereof.

14. RECORDING OF CONTRACT; DEED TAX. Purchaser shall, at Purchaser’s expense, record this Contract, or a memorandum thereof, in the office of the registrar of titles in the county in which the Property is located within ten (10) working days after full execution.

15. DEED. Upon Purchaser’s full performance of this Contract, the Seller shall pay the cost of preparing the deed and paying the deed tax due upon recording of the deed to be delivered by Seller to Purchaser.

16. NOTICE OF ASSIGNMENT. If either Seller or Purchaser assign their interest in the Property, a copy of such assignment shall promptly be furnished to the non-assigning party and record the same in the office of the registrar of titles in the county in which the Property is located within ten (10) working days after full execution.

17. PROTECTION OF INTERESTS. If Purchaser fails to pay any sum of money required under the terms of this Contract or fails to perform any of Purchaser’s obligations as set forth in this Contract, Seller may, at Seller’s option, pay the same or cause the same to be performed, or both, and the amounts so paid by Seller and the cost of such performance shall be payable at once, with interest at the rate stated in paragraph 4 of this Contract, as an additional amount due Seller under this Contract.

If there now exists, or if Seller hereafter creates, suffers or permits to accrue, any mortgage, contract for deed, lien or encumbrance against the Property which is not herein expressly assumed by Purchaser, and proved Purchaser is not in default under this Contract, Seller shall timely pay all amounts due thereon, and if Seller fails to do so, Purchaser may, at Purchaser’s option, pay any such delinquent amounts and deduct the amount paid from the installment(s) next coming due under this contract.
18. DEFAULT. The time of performance by Purchaser of the terms of this Contract is an essential part of this Contract. Should Purchaser fail to timely perform any of the terms of this Contract, Seller may, at Seller’s option, elect to declare this Contract cancelled and terminated by notice to Purchaser in accordance with applicable law. All right, title and interest acquired under this Contract by Purchaser shall then cease and terminate, and all improvements made upon the Property and all payments made by Purchaser pursuant to this Contract shall belong to Seller as liquidated damages for breach of this Contract. Neither the extension of the time for payment of any sum of money to be paid thereunder nor any waiver by Seller of Seller’s rights to declare this Contract forfeited by reason of any breach shall in any manner affect Seller’s right to cancel this Contract because of defaults subsequently occurring, and no extension of time shall be valid unless agreed to in writing. After service of notice of default and failure to cure such default within the period allowed by law, Purchaser shall, upon demand, surrender possession of the Property to Seller, but Purchaser shall be entitled to possession of the Property until the expiration of such period.

19. BINDING EFFECT. The terms of this Contract shall run with the land and bind the parties hereto and their successors in interest.

20. HEADINGS. Headings of the paragraphs of this Contract are for convenience only and do not define, limit or construe the contents of such paragraphs.

21. ADDITIONAL TERMS:

a) If at any time there is an uncured default by Purchaser under this Contract, Seller may require that thereafter, even if the default is cured, Purchaser must make monthly payments to Seller into an escrow to be held by Seller for the payment of real estate taxes and installments of special assessments on the Property. If there is any deficiency in the amount of the escrow at any time that the payment of real estate taxes or installments of special assessments are due, the deficiency amount shall be paid by Purchaser to Seller within five (5) days of Seller providing notice to Purchaser of the amount of such deficiency.

b) Purchaser will not cause or permit any mechanic’s liens to attach to the Property. If any such lien shall attach, Purchaser shall have ninety (90) days to remove or satisfy said lien. If Purchaser fails to do so, Sellers shall have the option of (a) taking such steps or paying such amounts as it deems reasonable to satisfy or discharge said lien, or (b) declaring this Contract to be in default, in which event Sellers shall have the right to exercise any remedy it may have in the event of any other default
hereunder. Purchaser agrees to defend, indemnify and hold Sellers harmless from any loss, damage or expense, including reasonable attorneys' fees, incurred by Sellers with respect to any party asserting a mechanic's lien claim as a result of any action or omission by Purchaser, it being understood and agreed that this undertaking shall survive the final payment of this Contract.

c) Purchaser shall provide satisfactory evidence to Seller that Purchaser has paid the real estate taxes due on the Property on May 15 and October 15 of each year by delivering evidence of such payment to Seller on or before the 20th day of each month in which the taxes are due.

d) Purchaser may not enter into any leases, contracts, or agreements of any kind which further encumber the Property without the Seller's express written consent.

e) In the event Purchaser is not able to satisfy any of the terms and conditions hereinabove by the maturity date of this Contract, in Seller's sole discretion, Seller may terminate this Contract with thirty (30) days written notice thereafter. Purchaser waives any rights of recourse and this Contract shall then be deemed null and void except for those provisions which specifically survive this Contract.
SELLER:
R.D. OFFUTT COMPANY

By: F. Scott Neal

Its: President - Real Estate

PURCHASER:
Tim Nolte and Rita Nolte

Tim Nolte
Rita Nolte
STATE OF _NORTH DAKOTA_ )

COUNTY OF _CASS_ ) ss.

The foregoing instrument was acknowledged before me November 4, 2017 by Tim Nolte and Rita Nolte, husband and wife.

[Signature]

STATE OF _NORTH DAKOTA_ )

COUNTY OF _CASS_ ) ss.

The foregoing instrument was acknowledged before me November 4, 2017 by F. Scott Neal, President of R.D. Offutt Company, a corporation incorporated under the laws of the State of Minnesota, on behalf of the corporation.

[Signature]
EXHIBIT C

FIRST AMENDMENT TO CONTRACT FOR DEED

WHEREAS, hereofore on the 1st day of May, 2017, R.D. Offner Company ("Seller") and Tim Nolte and Rita Nolte ("Purchaser"), entered into a certain Contract for Deed with respect to property therein described situated in the County of Wadena, State of Minnesota, to which this Amendment is attached and incorporated as a part thereof; and

WHEREAS, the said parties desire and intend to adopt certain modifications and alternatives to said Contract for Deed as more particularly set forth below;

NOW, THEREFORE, for and in consideration of the monies hereinafter provided for to be paid, the mutual covenants hereinafter undertaken, the monies provided for to be paid in said Contract for Deed and the sufficiency of which consideration is by the said parties hereby acknowledged, the said parties hereby and herewith amend said Contract for Deed.

I. ADDITIONAL TERMS.

The parties hereby agree to delete the terms and conditions set forth in Section 21(c) with such terms and conditions to be deemed and as if never written.

EXCEPT as hereinbefore specifically provided and set forth, each and every other term, provision, and condition in and of said Contract for Deed shall remain in full force and effect. This Amendment shall be binding upon and inure to the benefit of its said parties, their successors, and assigns, and no modifications of or alterations to the same shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed this 2nd day of May, 2018.

PURCHASER

BY: Tim Nolte

SELLER

BY: F. Scott Neal

ITS: President-Real Estate

BY: Rita Nolte
CANCELLATION OF CONTRACT FOR DEED & RELEASE

WHEREAS, heretofore on the 12th day of August, 2019, R.D. Offutt Company ("Seller") and Tim Nolte and Rita Nolte, a married couple ("Buyer"), entered into a Contract for Deed dated May 1, 2017 with respect to the real property described in Exhibit A. A Memorandum for Contract for Deed dated May 1, 2017 was recorded on November 14, 2017 as document number 248395 in the Office of the County Recorder of Wadena County, Minnesota. The First Amendment to Memorandum of Contract for Deed dated August 28, 2018 was recorded on August 30, 2018 as document number 250563 in the Office of the County Recorder of Wadena County, Minnesota.

WHEREAS, the said parties desire to cancel the Contract for Deed as more particularly set forth below;

1. TERMINATION. For and in consideration of the monies or other good and valuable consideration, hereinafter provided for to be paid, the mutual covenants hereinafter undertaken, the monies provided for to be paid in said Contract for Deed and the sufficiency of which consideration is by the said parties hereby acknowledged, the said parties hereby and herewith terminate said Contract for Deed effective August 12, 2019.

2. RELEASE. In consideration of the payment or for other good and valuable consideration by Buyer to Seller, Seller does hereby release Buyer for all payments due under said Contract for Deed.

This Cancellation of Contract for Deed & Release shall be binding upon and inure to the benefit of its said parties, their successors, and assigns, and no modifications of or alterations to the same shall be valid unless in writing and signed by both parties.
IN WITNESS WHEREOF, the said parties have caused this termination to be effective the 10th day of August, 2019.

SELLER:

R.D. OFFUTT COMPANY

By: _______________________
F. Scott Neal
Its: President – Real Estate

STATE OF NORTH DAKOTA }
COUNTY OF CASS }

On this 10th day of August, 2019, before me personally appeared F. Scott Neal, President of R.D. Offutt Company, a corporation incorporated under the laws of the State of Minnesota, on behalf of the corporation, known to me to be the person described in, and who executed the within and foregoing instrument, and acknowledged that he executed the same.

(SEAL) KENDRA DAIS
Notary Public
State of North Dakota
My Commission Expires Sept. 13, 2022

Buyer signatures on the following page.

Notary Public, Cass County, North Dakota
My Commission Expires: 9-13-2022

2
BUYER:

Tim Nolte and Rita Nolte, a married couple

[Signatures]

Tim Nolte
Rita Nolte

STATE OF MINNESOTA )
COUNTY OF Wadena   ) ss.

On this 13 day of August, 2019, before me personally appeared Tim Nolte and Rita Nolte, a married couple, known to me to be the persons described in, and who executed the within and foregoing instrument, and acknowledged that they executed the same.

(SEAL)

Notary Public, Wadena County,
My Commission Expires: 1-31-20

This Instrument was drafted by:
R.D. Offutt Company
P.O. Box 7160
Fargo, ND 58103
EXHIBIT A
Property

Parcel Identification Number: 08.004.3020
Legal description: NW1/4SW1/4, Section 4, Township 136, Range 34, Wadena County, Minnesota

Parcel Identification Number: 08.004.3010
Legal description: E1/2SW1/4, Section 4, Township 136, Range 34, Wadena County, Minnesota

Parcel Identification Number: 08.009.1010
Legal description: NE1/4, Section 9, Township 136, Range 34, Wadena County, Minnesota

Parcel Identification Number: 08.010.2020
Legal description: W1/2NW1/4 & NW1/4SW1/4, Section 10, Township 136, Range 34, Wadena County, Minnesota

Parcel Identification Number: 08.010.3020
Legal description: E1/2SW1/4 & NW1/4SW1/4, Section 10, Township 136, Range 34, Wadena County, Minnesota

Parcel Identification Number: 08.010.4030
Legal description: W1/2SE1/4, Section 10, Township 136, Range 34, Wadena County, Minnesota

Parcel Identification Number: 08.010.4040
Legal description: SE1/4SE1/4, Section 10, Township 136, Range 34, Wadena County, Minnesota
WARRANTY DEED

eCRV number: 999021

STATE DEED TAX DUE HEREON: $3,729

DATE: August 12, 2019

FOR VALUABLE CONSIDERATION, R.D. Offutt Farms Co., a corporation under the laws of the State of Minnesota ("Grantor"), hereby conveys and warrants to Tim Nolte and Rita Nolte, husband and wife, “Grantees”, as joint tenants, the real property located in the County of Wadena, State of Minnesota, legally described as follows:

The NW1/4SW1/4 and the E1/2SW1/4, Section 4, Township 136, Range 34 in Wadena County, Minnesota.

The NE1/4, Section 9, Township 136, Range 34, Wadena County, Minnesota.

The W1/2NW1/4, NW1/4SW1/4, E1/2SW1/4, N1/2SW1/4SW1/4, W1/2SE1/4, SE1/4SE1/4, Section 10, Township 136, Range 34, Wadena County, Minnesota.

TOGETHER WITH all hereditaments and appurtenances belonging thereto, subject to the following exceptions: (i) covenants, conditions, restrictions, declarations and easements of record, if any; (ii) reservations of minerals or mineral rights; (iii) building, zoning and subdivision laws and regulations.

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

The Seller certifies that the Seller does not know of any wells on the described real property.

A well disclosure certificate accompanies this document or has been electronically filed as WDC # 1035644.

I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.
R.D. OFFUTT FARMS CO.,
a Minnesota corporation

By: F. Scott Neal
Its: President of Real Estate

STATE OF NORTH DAKOTA )
) ss.
COUNTY OF CASS )

The foregoing instrument was acknowledged before me this 12th day of August, 2019, by F. Scott Neal, the President of Real Estate of R.D. Offutt Farms Co., known to me to be the person or entity described in the foregoing instrument.

(S E A L) KENDRA DAIS
Notary Public
State of North Dakota
My Commission Expires Sept. 13, 2022

Kendra Dais
Notary Public
Cass County, North Dakota
My Commission Expires: 9-13-2022

THIS INSTRUMENT WAS DRAFTED BY:

R.D. OFFUTT FARMS CO.
700 South 7th Street
P.O. Box 7160
Fargo, North Dakota 58103

Tax Statements for the Real Property described in this instrument should be sent to:

Name and Address:
Tim & Rita Nolte
26914 181st Avenue
Sebeka, MN 56477
MORTGAGE, SECURITY AGREEMENT, FIXTURE FILING
AND ASSIGNMENT OF LEASES AND RENTS

THIS MORTGAGE, SECURITY AGREEMENT, FIXTURE FILING AND
ASSIGNMENT OF LEASES AND RENTS (this “Mortgage”) is made this 12th day of August,
2019, by Tim Nelte and Rita Nelte, husband and wife, with an address of 26914 181st Avenue,
Sebeka, MN 56477 (the “Mortgagor”), to and for the benefit of ACL COMPANY, LLC, a
Minnesota limited liability company, with an address of 700 South 7th Street, Fargo, North
Dakota 58103 (the “Mortgagee”).

WITNESSETH:

Mortgagor has executed and delivered to Mortgagee a Promissory Note bearing even date
herewith, wherein Mortgagor promises to pay to the order of Mortgagee the principal sum of
ONE MILLION ONE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS
($1,130,000.00) lawful money of the United States of America, with interest thereon at the rate
and times, in the manner and according to the terms and conditions specified in such note
(together with any and all restatements thereof or amendments thereto, the “Note”). The Note is
executed and delivered in connection with a $1,130,000.00 loan (the “Loan”) from Mortgagee to
Mortgagor, and is secured by this Mortgage. The Note and this Mortgage are sometimes referred
to herein collectively as the “Loan Documents”.

NOW, THEREFORE, for the purpose of securing the payment and performance of all
indebtedness, obligations and liabilities of Mortgagor to Mortgagee under the Loan Documents
of every kind and description, direct or indirect, secured or unsecured, joint or several, absolute
or contingent, due or to become due, whether for payment or performance, now existing or
hereafter arising, whether presently contemplated or not, regardless of how the same arise, or by
what instrument, agreement or book account they may be evidenced, and all interest, taxes, fees,
charges, expenses and reasonable attorney’s fees (to the extent permitted under applicable law)
chargeable to Mortgagor by Mortgagee under this Mortgage or the other Loan Documents
(collectively, the “Obligations”), Mortgagor has granted, conveyed, aliened, enfeoffed, released,
confirmed and mortgaged, and by these presents does hereby grant, convey, alien, enfeoff,
release, confirm and mortgage unto Mortgagee, all that certain tract or parcel of land located in
Wadena County, Minnesota and more particularly described in Exhibit A attached hereto and
made a part hereof (the “Land”).

TOGETHER WITH all of Mortgagor’s right, title and interest now owned or hereafter
acquired in:

(a) all easements, rights-of-way, gores of land, streets, ways, alleys, passages,
rights, waters, water courses, water rights and powers, riparian rights, mineral rights (including
all minerals, oil, coal, gravel, clay, scoria, gas, geothermal and similar matters), privileges,
tenements, hereditaments and appurtenances whatsoever in any way belonging, relating or
appertaining to any of the Land or which hereafter shall in any way belong, relate or be
appurtenant thereto, whether now owned or hereafter acquired by Mortgagor, and the reversions and remainders; and

(b) all rents, issues, profits, receipts, revenue and other income of any and all kinds received or receivable and due or to become due in connection with the Land or in the operation of any buildings and improvements now or hereafter erected thereon, including but not limited to the lease of, or operation of any income-producing facility on, the Land or the buildings and improvements thereon; and

(c) all buildings and other improvements erected or hereafter erected upon the Land and all building materials, fixtures, building machinery and building equipment delivered on site to the Land during the course of, or in connection with, the construction of, or reconstruction of, or remodeling of any buildings and improvements from time to time during the term hereof; and

(d) all fixtures, appliances, machinery, furniture and equipment of any nature whatsoever, and other articles of personal property now or at any time hereafter installed in, attached to or situated in or upon the Land or any buildings and improvements now or hereafter erected on, upon, under or forming a part of the Land, or used or intended to be used in connection with the Land, or in the operation of any buildings and improvements now or hereafter erected thereon, or in the operation or maintenance of any such building or improvement, plant or business situate thereon, whether or not the personal property is or shall be affixed thereto; and

(e) all licenses (including but not limited to operating licenses, certificates of occupancy or similar matters), contracts, management contracts or agreements, franchise agreements, permits, bonds, authorities or certificates required or used in connection with the ownership of, or the operation or maintenance of the real property or improvements or personal property, provided that no such contract, agreement, license or the like shall be binding upon Mortgagee except with Mortgagee's prior written consent; and

(f) all present and future monetary deposits given to any public or private utility with respect to utility services furnished to any part of the Mortgaged Property; and

(g) all present and future funds, goods, accounts, instruments, accounts receivable, documents, causes of action, claims, general intangibles (including, without limitation, copyrights, trademarks, trade names, intellectual property rights, servicemarks and symbols now or hereafter used in connection with any part of the Mortgaged Property, all names by which the Mortgaged Property may be operated or known, all rights to carry on business under such names, and all rights, interest and privileges which Mortgagor has or may have as developer or declarant under any covenants, restrictions or declarations now or hereafter relating to the Mortgaged Property and all notes or chattel paper now or hereafter arising from or by virtue of any transactions related to the Mortgaged Property, and all customer or lessee lists,
IN WITNESS WHEREOF, this Mortgage has been executed by Mortgagor as of the day and year first above written.

MORTGAGOR:

Tim Nolte
Rita Nolte

STATE OF Minnesota
COUNTY OF Wadena

On this 13th day of August, 2019, before me personally appeared Tim Nolte and Rita Nolte, husband and wife, known to me to be the persons described in, and who executed the within and foregoing instrument, and acknowledged that they executed the same.

WITNESS my hand and seal the day and year aforesaid.

(SEAL)

Notary Public, Wadena County, My Commission Expires: 1-31-20

Drafted by:
RECL Company, LLC
700 S. 7th St.
Fargo, ND 58103

Doc#. 253123
OFFICE OF COUNTY RECORDER
WADENA COUNTY, MINNESOTA
Certified, Filed, and/or Recorded on: August 21, 2019 3:17 PM
SOLEDAD HENRIKSEN, COUNTY RECORDER
Well Certificate [ ] Received
Received from [ ] Received from name
Returned To: R.D. OFFUTT FARMS
P.O. BOX 7180
FARGO, ND 58106-7160
EXHIBIT A

LAND

Parcel Identification Number: 08.004.3020
Legal description: NW1/4SW1/4, Section 4, Township 136, Range 34, Wadena County, Minnesota

Parcel Identification Number: 08.004.3010
Legal description: E1/2SW1/4, Section 4, Township 136, Range 34, Wadena County, Minnesota

Parcel Identification Number: 08.009.1010
Legal description: NE1/4, Section 9, Township 136, Range 34, Wadena County, Minnesota

Parcel Identification Number: 08.010.2020
Legal description: W1/2NW1/4 & NW1/4SW1/4, Section 10, Township 136, Range 34, Wadena County, Minnesota

Parcel Identification Number: 08.010.3020
Legal description: E1/2SW1/4 & N1/2SW1/4SW1/4, Section 10, Township 136, Range 34, Wadena County, Minnesota

Parcel Identification Number: 08.010.4030
Legal description: W1/2SE1/4, Section 10, Township 136, Range 34, Wadena County, Minnesota

Parcel Identification Number: 08.010.4040
Legal description: SE1/4SE1/4, Section 10, Township 136, Range 34, Wadena County, Minnesota
DEED TAX DUE: $5,412.00  
Date: September 06, 2013

FOR VALUABLE CONSIDERATION, Potlatch Minnesota Timberlands, LLC, a limited liability company under the laws of Delaware, Grantor, hereby conveys and warrants to R.D. Offutt Company, Grantee, a corporation under the laws of Minnesota, real property in Cass and Wadena County, Minnesota, described as follows:

Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

Check box if applicable:
[X] The seller certifies that the seller does not know of any wells on the described real property.

A well disclosure certificate accompanies this document.

I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.
CASS COUNTY, MN # 1559
Deed tax $ 5412.00 ✓
Date 9/10/2013 By CW

Potlatch Minnesota Timberlands, LLC, a
Delaware limited liability company

By: WILLIAM DEREU, VICE
PRESIDENT

STATE OF WASHINGTON }  
COUNTY OF Spokane  

This instrument was acknowledged before me on September 4, 2013, by WILLIAM DEREU, the VICE
PRESIDENT of Potlatch Minnesota Timberlands, LLC a limited liability company under the laws of
Delaware, on behalf of the limited liability company.

Notarial Stamp or Seal (or other title or rank):

Bridget Opheim
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Check here if part or all of the land is Registered (Tenants)   ℹ️
Tax Statements for the real property described in this
instrument should be sent to (Include name and address of
Grantee):

Complete Title Services
14276 Golf Course Dr., Suite 240
Johnson Center
Baxter, MN 56425
1309913

☐ Does  } MEET CASS COUNTY
☐ Does Not } ORDINANCE STANDARDS
COMMENT: 

I hereby certify that taxes for
the year 2013 on property
L.D. # 85-027-1300
have been paid.

Shawn K. Anderson
Cass County Auditor-Treasurer
By CW Deputy 9/10/2013

U.S. Minnesota Warranty Deed (Corporate) Rev.(7/12/04)  Page 2 of 3
EXHIBIT 'A'

The NE1/4, Section 9, Township 136, Range 34, Wadena County
and

08.009.10/0

the W1/2NW1/4; the SW1/4 except the S1/2SW1/4SW1/4; the W1/2SE1/4 and the SE1/4SE1/4,
Section 10, Township 136, Range 34, Wadena County
and

08.010.30/0  08.010.30/0  08.010.40/0

the W1/2 of Section 27, Township 138, Range 32, Cass County

08.010.40/0
AFFIDAVIT REGARDING TREE GROWTH STATUS

STATE OF WASHINGTON

COUNTY OF Spokane

WILLIAM DEREU, being first duly sworn, on oath says that:

1. He is the Vice President of Potlatch Minnesota Timberlands, LLC, a Delaware limited liability company ("Potlatch"), the corporation named as grantor in the document dated September 6, 2013 and filed for record on 09-30-2013, as document number 236927 in the Office of the County Recorder of Wadena County, Minnesota.

2. Said corporation's principal place of business in Minnesota is 105 Arch Street, Cloquet, Carlton County, Minnesota.

3. It has been brought to the attention of Potlatch that various instruments appear of record affecting the property described on attached Exhibit A, having to do with the now repealed Minnesota Tree Growth Tax Law. The undersigned states that the property described on Exhibit A is no longer subject to the Minnesota Tree Growth Tax Law, said statute having been repealed several years ago. The undersigned also states that the property described in Exhibit A is not subject to nor has it been enrolled in any substitute taxation programs, including but not limited to the Minnesota Sustainable Forest Incentive Act.

Affiant knows the matters herein stated are true to the best of his actual knowledge and makes this Affidavit for the purpose of inducing the passing of title to the property described on Exhibit A.

Potlatch Minnesota Timberlands, LLC

BY: WILLIAM DEREU
ITS: VICE PRESIDENT

Subscribed and sworn to before WILLIAM DEREU the VICE PRESIDENT on behalf of POTLATCH MINNESOTA TIMBERLANDS, LLC on this 4 day of September 2013.

Signature of Notary Public

This document drafted by:
Potlatch Minnesota Timberlands, LLC
105 Arch Street
Cloquet, MN 55720
EXHIBIT A:

The NE1/4, Section 9, Township 136, Range 34, Wadena County

and

the W1/2NW1/4; the SW1/4 except the S1/2SW1/4SW1/4; the W1/2SE1/4 and the SE1/4SE1/4, Section 10, Township 136, Range 34, Wadena County