

(Top 3 inches reserved for recording data)

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

**Minnesota Uniform Conveyancing Blanks  
Form 110.1.1 (2023)**

**YOU ARE NOTIFIED:**

1. Either (a) a default has occurred under, or (b) an unfulfilled condition exists after the date specified for fulfillment under the terms of, the Purchase Agreement dated \_\_\_\_\_ in which \_\_\_\_\_  
(month/day/year) (insert names of all Sellers)  
\_\_\_\_\_ ("**Seller**"),  
agreed to sell to \_\_\_\_\_  
(insert names of all Purchasers)  
\_\_\_\_\_ ("**Purchaser**"), residential  
real property in \_\_\_\_\_ County, Minnesota, legally described as follows:

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

Identified in the Purchase Agreement as:

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

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

\_\_\_\_\_, the third party who is holding the  
(insert name of holder of earnest money)  
earnest money paid pursuant to the Purchase Agreement for purposes of initiating the cancellation of the Purchase Agreement.

3. The default or unfulfilled condition referenced in paragraph 1 is as follows:

4. The Purchase Agreement will be canceled 15 days after service of this Notice upon the other party to the Purchase Agreement unless prior to the cancellation date the party upon whom this Notice is served complies with the conditions in default and completes the unfulfilled conditions, including, if applicable, completion of the purchase or sale of the residential real property according to the terms of the Purchase Agreement.

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

THIS NOTICE IS TO INFORM YOU THAT BY THIS NOTICE THE

(SELLER) (PURCHASER)  
(STRIKE ONE)

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

(PURCHASE) (SALE)  
(STRIKE ONE)

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

\_\_\_\_\_ DAYS AFTER

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

UNLESS BEFORE THEN:

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

(B) YOU SECURE FROM A DISTRICT COURT AN ORDER THAT THE TERMINATION OF  
THE PURCHASE AGREEMENT BE SUSPENDED UNTIL YOUR CLAIMS OR DEFENSES ARE  
FINALLY DISPOSED OF BY TRIAL, HEARING, OR SETTLEMENT. YOUR ACTION MUST  
SPECIFICALLY STATE THOSE FACTS AND GROUNDS THAT DEMONSTRATE YOUR CLAIMS  
OR DEFENSES.

IF YOU DO NOT DO ONE OR THE OTHER OF THE ABOVE THINGS WITHIN THE TIME  
PERIOD SPECIFIED IN THIS NOTICE, YOUR PURCHASE AGREEMENT WILL BE CANCELED  
AT THE END OF THE PERIOD

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

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

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

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

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

Name: \_\_\_\_\_

Address for mailing or service:

Telephone: \_\_\_\_\_

THIS INSTRUMENT WAS DRAFTED BY:

*(insert name and address)*

**AFFIDAVIT OF SERVICE AND CANCELLATION**

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

\_\_\_\_\_, being first duly sworn on  
oath states or under penalties of perjury affirms that:

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

\_\_\_\_\_  
(signature)

Signed and sworn to (or affirmed) before me on \_\_\_\_\_, by \_\_\_\_\_  
(month/day/year)

\_\_\_\_\_  
(insert name of person making statement)

(Stamp)

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

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

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

**THIS INSTRUMENT WAS DRAFTED BY:**

(insert name and address)