

## ADDENDUM FOR SALE OF BUYER'S REAL ESTATE

This Addendum is intended to amend a certain Purchase Agreement or Contract dated \_\_\_\_\_ (the "Agreement") between the undersigned parties.

The parties each acknowledge that the Buyer owns real estate located at \_\_\_\_\_ (the "Buyer's Property") which must be sold in order for the Buyer to meet its obligations under the Agreement. If the Buyer notifies the Seller in writing on or before \_\_\_\_\_ of the Buyer's failure to receive a purchase agreement or contract for the Buyer's real estate, which purchase agreement or contract is either without contingencies or has all the contingencies waived or fulfilled, then any deposit monies paid by the Buyer shall be returned to the Buyer and this Agreement shall be of no further force and effect.

It is also further agreed and understood that the Seller may continue to market Seller's Property by any means, including advertising and showing to prospective buyers with the following conditions:

1. Seller shall cease marketing Seller's Property upon Seller's receipt of written notification by the Buyer that the Buyer is prepared to close in accordance with the terms of the Agreement.
2. Seller shall provide Buyer or Buyer's attorney with written notice if Seller accepts any bona fide offer for the purchase of the Premises. Such written notice shall be signed by the Seller and contain a copy of the bona fide offer Seller intends to accept. Buyer shall then have until 7:00 pm on the third business day, time being of the essence, after the Buyer's or Buyer's attorney's receipt of Seller's notice in which to agree to close in accordance with the terms of the Agreement without any contingency for the sale of Buyer's real estate. If the Buyer does not notify the Seller in writing of the Buyer's agreement to close in accordance with the terms of the Agreement without any contingency for the sale of Buyer's real estate by 7:00 pm on the third business day after the Buyer's or Buyer's attorney's receipt of Seller's notice, time being of the essence, then any deposit monies paid by the Buyer shall be returned to the Buyer and this Agreement shall be of no further force and effect. An offer which contains a contingency for the sale of the offeror's real estate shall not be considered a "bona fide offer" for purposes of this paragraph.

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Seller Date

# WAIVER OF CONTINGENCY FOR SALE OF BUYER'S REAL ESTATE

Property: \_\_\_\_\_

Sellers: \_\_\_\_\_

Buyers: \_\_\_\_\_

Purchase Agreement or Contract Date: \_\_\_\_\_

The Buyers in the above-referenced Purchase Agreement or contract hereby waive their rights under a certain Addendum for Sale of Buyer's Real Estate dated \_\_\_\_\_ which Addendum amends the Purchase Agreement or contract referenced above. In addition, the parties hereby agree that the Purchase Agreement or contract referenced above is amended as follows:

Amended Mortgage Commitment Date: \_\_\_\_\_

Amended Closing Date: \_\_\_\_\_

Amended date for completion of all inspections and tests: \_\_\_\_\_

In all other respects the Purchase Agreement or contract referenced above remains in full force and effect.

Seller \_\_\_\_\_ Buyer \_\_\_\_\_

Seller \_\_\_\_\_ Buyer \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_