

**AMENDMENT TO RESIDENTIAL PURCHASE AGREEMENT**  
**NOTICE AND/OR REQUEST FOR WAIVER OR REMOVAL OF HOUSE SALE**  
**CONCURRENCY OR CONTINGENCY**

Property Address: \_\_\_\_\_  
 (Use Only The Section That Applies)

**CONCURRENCY TERMINATION BY SELLER**

- ☐ Seller hereby notifies Buyer that they have a fully signed sales contract from another buyer and the Residential Purchase Agreement is null and void and both parties agree to immediately sign a *Mutual Release* terminating the Residential Purchase Agreement and authorizing the release of the earnest money to Buyer.

**CONCURRENCY REMOVAL OR WAIVER BY BUYER**

- ☐ Buyer hereby notifies Seller that Buyer is waiving the House Sale Concurrency as it relates to the sale of Buyer's property.
- ☐ Buyer hereby notifies Seller that Buyer has obtained a fully signed sales contract for Buyer's property and Buyer and Seller agree that the House Sale Concurrency is hereby removed and that this Residential Purchase Agreement shall be in full force and effect as otherwise written, subject only to the completion of the sale of Buyer's property, provided, however, that the completion of the sale of Buyer's property shall not extend the date of closing set forth in the House Sale Concurrency Addendum without the written consent of Seller.

**CONTINGENCY REMOVAL OR WAIVER BY BUYER**

- ☐ Buyer hereby notifies Seller that Buyer is waiving the House Sale Contingency.
- ☐ Buyer hereby notifies Seller that Buyer has obtained a fully signed sales contract for Buyer's property and Buyer and Seller agree that the House Sale Contingency is hereby removed and that this Residential Purchase Agreement shall be in full force and effect as otherwise written, subject only to the completion of the sale of Buyer's property, provided, however, that the completion of the sale of Buyer's property shall not extend the date of closing set forth in the Residential Purchase Agreement without the written consent of Seller.

**SELLER CONTINGENCY NOTIFICATION OF SECONDARY OFFER AND**

**BUYER'S DECISION OF ELECTION OPTIONS**

- ☐ Seller hereby notifies Buyer that Seller has accepted a Secondary Offer contingent upon release or termination of the Residential Purchase Agreement between Buyer and Seller. The Buyer has 48 hours from receipt of this notice to make one of the following elections:
- ☐ Remove the House Sale Contingency subject to obtaining the necessary mortgage financing as stated in the Residential Purchase Agreement plus obtaining an equity line or bridge loan of \$ \_\_\_\_\_ to purchase the property.
- ☐ Terminate the Residential Purchase Agreement. Buyer and Seller agree to immediately sign a *Mutual Release* terminating the Residential Purchase Agreement and authorizing the release of the earnest money to Buyer.

In the event Buyer fails to make either election, Buyer and Seller agree that Buyer's contract is declared null and void and Seller is authorized to proceed with the secondary contract. In that event, Seller and Buyer agree to immediately sign a *Mutual Release* terminating the Residential Purchase Agreement and authorizing the Broker to return any earnest money on deposit to Buyer.

_____ BUYER	_____ DATE	_____ SELLER	_____ DATE
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_____ BUYER	_____ DATE	_____ SELLER	_____ DATE
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