C R I S

CONTINGENCY/CONCURRENCY ADDENDUM

This Contingency/Concurrency Addendum incorporates by reference the Purchase Agreement of the same date between the same parties for the real property known as:_____

_____

This Purchase Agreement is contingent upon the sale of Buyer's Property located at:_____

_____

This contingency is in effect for _____days from the date herein. If Buyer's property does not sell within this period this Purchase Agreement shall be considered null and void and all monies in trust shall be returned to Buyer without further liability by, between, and among Seller, Buyer and Realtor. "Sale or Sell" shall be defined as a Purchase Agreement or Contract for the Buyer's property which has been signed and accepted and is not contingent on the sale of any other property.

Time Frames: (check one box)

- ❑ All parties acknowledge that any and all inspection periods required in the Purchase Agreement shall begin immediately upon the formation of the Purchase Agreement.
- ❑ All parties acknowledge that any and all time frames and deadlines shall begin upon removal of contingency.

_____ _____ _____ _____

Buyer's Initials Date Seller's Initials Date

❑ Contingency #1: (Must be checked if applicable)

CONTINGENT ON THE CLOSING OF BUYER'S PRESENT PROPERTY: **If this paragraph is filled in then this**

transaction is contingent upon the closing of Buyer's present property, currently under sale contract, located at: _____

_____

_____

❑ Contingency #2: (Must be checked if applicable)

If, prior to the sale of Buyer's property, Seller receives a written offer to purchase from another purchaser and Seller desires to accept such offer, Seller may deliver notice, either verbal or written, to Buyer or Buyer's Agent and Buyer has _____hours to notify Seller that Buyer will waive the contingency as stated herein and proceed toward closing the transaction. In such event Buyer will have the time period stated in the Purchase Agreement to complete the transaction. If Buyer fails to timely notify Seller or does not waive the contingency this Purchase Agreement shall be considered null and void and all monies in trust shall be returned to Buyer without further liability by, between, and among Seller, Buyer and Realtor. However Broker shall hold all monies in its trust account pending a release signed by all parties.

AS A CONDITION OF TH ABOVE CONTINGENGY, BUYER AGREES TO MAKE LOAN APPLICATION WITHIN 5 DAYS FOR BOTH INTERIM AND PERMANENT FINANCING. IF BUYER FAILS TO OBTAIN A WRITTEN COMMITMENT WITHIN THIRTY (30) DAYS FROM THE DATE HEROF THIS PURCHASE AGREEMENT, AT SELLER'S ELECTION, SHALL BE DEEMED NULL AND VOID AND ALL MONIES IN TRUST SHALL BE RETURNED TO BUYER WITHOUT FURTHER LIABILITY BY, BETWEEN, AND AMONG SELLER, BUYER AND REALTOR.

❑ Contingency/Concurrency #3: (Must be checked if applicable)

Buyer represents they cannot or do not desire to obtain interim financing for their current property and the subject property, therefore:

If, prior to the sale of Buyer's property, Seller receives a written offer to purchase from another purchaser and Seller desires to accept such offer, Seller may deliver written notice to Buyer, or Buyer's Agent, at which time this Purchase Agreement shall be considered null and void and all monies in trust shall be returned to Buyer without further liability by, between, and among Seller, Buyer and Realtor. However, Broker shall hold all monies in its trust account pending a mutual release signed by all parties.

All other terms and conditions of the Agreement shall remain in full force and effect.

_____ _____

BUYER DATE **SELLER DATE**

_____ _____

BUYER DATE **SELLER DATE**