

NOTICE TO REMOVE CONTINGENCY FROM SELLER

To: _____, Buyer.
 In accordance with the Real Estate Purchase Contract between the Buyer and the undersigned Seller dated the _____ day of _____, _____, relating to the Property described therein, the street address of which is _____ (the "Contract") as modified by the Contingency Addendum attached thereto, you are hereby notified that Seller has accepted a written offer conditioned upon your right to remove the Termination Condition set forth in the Contingency Addendum.

Under the terms of the Contingency Addendum, you have 72 (or, if checked, _____) HOURS from the time of delivery of this notice indicated below to remove the Termination Condition. In the event of your failure to remove the Termination Condition in accordance with the Contingency Addendum within the time period specified, the Contract shall automatically terminate and become null and void and your Earnest Money shall be returned when a release is signed by all parties.

Dated: _____, _____
 Seller's Signature: _____ Seller's Signature: _____
 Receipt acknowledged by: _____
 (Buyer or Selling Broker, if authorized)
 Signature Required _____ Time _____ Date _____

NOTICE OF REMOVAL OF CONTINGENCY FROM BUYER

To: _____, Seller.
 You are hereby notified that the undersigned Buyer hereby removes the Termination Condition in the Contingency Addendum to the Real Estate Purchase Contract between you and the undersigned dated the _____ day of _____, _____ covering the Property as described therein, the street address of which is _____

Attached to this Notice of Removal of Contingency is the following (check one):
 (a) A true copy of a valid, bona fide contract to close the sale of Buyer's Property on or before the Closing Date in this Contract subject to no contingencies other than inspections, title, survey (or mortgage inspection certificate) or financing;
OR
 (b) A true copy of a verification from a financial institution or other lender of the availability of sufficient funds or financing to close this transaction without the sale of Buyer's Property.

Dated: _____, _____
 Buyer's Signature: _____ Buyer's Signature: _____
 Receipt acknowledged by _____
 Signature Required _____ Time _____ Date _____

**RELEASE OF CONTRACT
 (Refund of Earnest Money to Buyer Due to Failure to Remove Termination Condition)**

In consideration of the mutual release of all parties to that certain Real Estate Purchase Contract between the undersigned Seller and undersigned Buyer dated the _____ day of _____, _____, relating to that certain real estate described therein, the street address of which is _____ (the "Contract"), the undersigned Seller, Buyer, Listing Broker and Selling Broker hereby agree to and do mutually release each other from all further obligations to buy, sell or exchange under the Contract and all related documents and from all claims, demands, liabilities and losses each may have against the other(s) by reason of this Contract. All rights and obligations under the Contract are null and void.

This Release of Contract and refund of Earnest Money is due to the failure of Buyer to remove the Termination Condition described in the Contingency Addendum to the Contract.
 The holder of the Earnest Money, _____, is hereby instructed to disburse the Earnest Money in the sum of \$ _____ to Buyer, _____, only after all parties have signed this Release of Contract.

Approved by Buyer this _____ day of _____, _____ Approved by Seller this _____ day _____, _____
 Buyer (Signature) _____ Seller (Signature) _____
 Buyer (Signature) _____ Seller (Signature) _____
 Selling Broker: _____ Listing Broker: _____
 By: _____ By: _____