ADDENDUM D
SALE OF PURCHASER'S REAL PROPERTY

SELLER: _____

PURCHASER: _____

PREMISES: _____

1. This Contract is contingent upon Purchaser securing a contract for and closing on the sale of Purchaser's real property located at _____ ("Purchaser's Property"), subject to the following:

   a. This contingency shall be deemed waived, unless Purchaser shall notify the Seller in writing no later than _____ days from the Date of this Contract, of Purchaser's inability to secure a contract for and close on the sale of Purchaser's Property. If Purchaser timely provides Seller with such written notice, then this Contract shall be deemed terminated, the down payment shall be returned to Purchaser and neither party shall have further recourse against the other.
   b. Until this contingency is waived or this Contract is terminated by Purchaser providing timely notice as provided in paragraph 1a, Seller may continue to market the Premises, and if Seller receives another bona fide purchase offer ("new offer") that Seller desires to accept, in Seller's sole discretion, Seller shall notify the Purchaser, in writing, that Seller intends to accept the new offer. Purchaser will then have three (3) business days to notify Seller that Purchaser is removing and cancelling this contingency for the sale of Purchaser's Property. If Purchaser so timely notifies the Seller, then this contingency for the sale of and closing of title on Purchaser's Property shall be deemed waived. If Purchaser does not timely notify Seller that Purchaser is removing and waiving this contingency for the sale of and closing on Purchaser's Property, then this Contract shall be deemed terminated, the down payment shall be returned to Purchaser and neither party shall have further recourse against the other. Purchaser may not remove and cancel this contingency as provided herein if Purchaser's mortgage loan commitment requires the sale and closing of Purchaser's Property as a condition of such mortgage commitment, unless Purchaser also waives the financing contingency provision of this Contract, if any.
   c. TIME IS OF THE ESSENCE with respect to all time frames set forth in paragraphs 1a and 1b.
   d. The Closing shall take place on or about _____ days from the Date of this Contract.

_____	_____	____/____/20____
SELLER	SELLER	
_____	_____	____/____/20____
PURCHASER	PURCHASER	

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