

**SALE & SETTLEMENT OF OTHER PROPERTY CONTINGENCY**  
(WITH RIGHT TO CONTINUE MARKETING) ADDENDUM TO AGREEMENT OF SALE

PROPERTY \_\_\_\_\_  
SELLER \_\_\_\_\_  
BUYER \_\_\_\_\_  
DATE OF AGREEMENT \_\_\_\_\_

1. This Agreement of Sale is contingent upon the sale and settlement of Buyer's Property at: \_\_\_\_\_  
\_\_\_\_\_
2. Buyer acknowledges that Seller has the right to continue to offer Seller's Property for sale to other prospective buyers.
3. In the event Seller accepts an Agreement of Sale for Seller's Property from another buyer, this Agreement is thereby terminated. Seller will immediately notify Buyer in writing of the termination, and deposit monies paid on account of purchase price will be returned to Buyer.
4. Seller's right to market the Property and accept another Agreement of Sale will cease upon Buyer's removal of the Sale and Settlement of Other Property Contingency.
5. Buyer will remove this Sale and Settlement of Other Property Contingency by completing the attached Sale and Settlement of Other Property Contingency Removal Addendum.
6. If Buyer does not remove the Sale and Settlement of Other Property Contingency on or before \_\_\_\_\_ (maximum of 60 days) Seller may terminate the Agreement by written notice to Buyer and all deposit monies paid on account of purchase price will be returned to Buyer. Buyer and Seller agree to extend the date for Buyer to remove the Sale and Settlement of Other Property Contingency until Seller terminates the Agreement by written notice to Buyer.
7. The terms of this Addendum change and prevail over the provision of the Mortgage Contingency Clause giving Seller the right to terminate the Agreement of Sale if the Buyer's mortgage commitment is conditioned upon the sale and settlement of Buyer's Property.
8. Settlement date will be determined on the Sale and Settlement of Other Property Contingency Removal Addendum. This date is to be no less than 90 days and no more than 120 days from the removal of the Sale and Settlement of Other Property Contingency and is to be mutually agreed to by Buyer and Seller.

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

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

**SALE & SETTLEMENT OF OTHER PROPERTY CONTINGENCY**

**REMOVAL ADDENDUM**

PROPERTY \_\_\_\_\_  
SELLER \_\_\_\_\_  
BUYER \_\_\_\_\_  
DATE OF AGREEMENT \_\_\_\_\_

1. Buyer and Seller agree that the Sale and Settlement of Other Property Contingency Addendum shall be removed and shall no longer be a condition of settlement.
2. Buyer and Seller agree that with the removal of the Sale and Settlement of Other Property Contingency Addendum all deposits paid on account of purchase price shall become non-refundable.
3. Settlement date shall be \_\_\_\_\_.

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

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