

ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated \_\_\_\_\_, 20 \_\_\_\_  
Between \_\_\_\_\_ (“Seller”)  
and \_\_\_\_\_ (“Buyer”)  
concerning: \_\_\_\_\_ (“the Property”).

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS:

**HOME MARKETING ADDITIONAL CLAUSES**

1.  **DEFERRED DEPOSIT OF EARNEST MONEY.** If Selling Broker is Home Marketing, Inc., then Selling Broker may retain the Earnest Money, without deposit, for no more than 14 business days after mutual acceptance of this Agreement.
2.  **EARNEST MONEY.** The Earnest Money shall be held by and made payable to Realty Escrow, Inc.
3.  **TITLE INSURANCE.** Seller authorizes Buyer’s lender or Closing Agent, at Seller’s expense, to apply for a standard form owner’s policy of title insurance (ALTA 1992) from the Title Insurance Company. The Title Insurance Company is to send a copy of the preliminary commitment to both Listing Agent and Selling Licensee. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer’s sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller’s inability to provide insurable title.
4.  **ADDENDUM CONTROLS.** The provisions of this Addendum shall control over any conflicting provisions of the Agreement or any other written document.
5.  **MUTUAL ACCEPTANCE DATE.** Mutual acceptance occurs when one party’s signed acceptance is delivered to the other party in the manner provided for in the Agreement. For the convenience of the parties in determining deadlines only, Buyer and Seller authorize the Agent who delivers the signed acceptance to insert the date of delivery. Failure to identify the date of delivery shall not affect the validity of this Agreement.

Acceptance delivered  by fax  personally by \_\_\_\_\_ to \_\_\_\_\_  
on \_\_\_\_\_.

AGENT (COMPANY) \_\_\_\_\_ BY: \_\_\_\_\_

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged.

Initials: BUYER: \_\_\_\_\_ Date: \_\_\_\_\_      SELLER: \_\_\_\_\_ Date: \_\_\_\_\_  
Initials: BUYER: \_\_\_\_\_ Date: \_\_\_\_\_      SELLER: \_\_\_\_\_ Date: \_\_\_\_\_