

**SALE & SETTLEMENT OF OTHER PROPERTY CONTINGENCY  
ADDENDUM TO AGREEMENT OF SALE**

**SSP**

1 **PROPERTY** \_\_\_\_\_  
2 **SELLER** \_\_\_\_\_  
3 **BUYER** \_\_\_\_\_  
4 **DATE OF AGREEMENT** \_\_\_\_\_  
5

6 1. This Agreement of Sale is contingent upon the sale and settlement of Buyer's Property at:

7 \_\_\_\_\_  
8 Within \_\_\_\_\_ days of Seller's acceptance of this Agreement of Sale, Buyer will list Buyer's Property for sale  
9 under an exclusive right to sell agreement with a broker of Buyer's choosing who is a member of a multiple listing service, where  
10 available. Buyer will do what is reasonably necessary to sell and settle Buyer's Property, including, but not limited to, authorizing  
11 broker to list Buyer's Property with a multiple listing service, posting "for sale" signs, permitting open houses, maintaining Buyer's  
12 Property in presentable condition, and cooperating fully with broker and other licensees showing or marketing Buyer's Property to  
13 prospective buyers.  
14

15 2. Buyer will list Buyer's Property at or below \$ \_\_\_\_\_, for a term ending on or after \_\_\_\_\_.  
16

17 3. If Buyer's Property is not under an Agreement of Sale, approved in writing by Seller, on or before \_\_\_\_\_,  
18 Buyer agrees to extend the date for Buyer's Property to be under an Agreement of Sale until Seller terminates this Agreement in  
19 writing. In the event Seller terminates this Agreement in writing, all deposit monies paid on account of purchase price will be  
20 returned to Buyer.  
21

22 4. The terms of this Addendum change and prevail over the provision of the Mortgage Contingency Clause which gives Seller the right  
23 to terminate the Agreement of Sale if the Buyer's mortgage commitment is conditioned upon the sale and settlement of Buyer's  
24 Property.

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

|    |               |              |            |
|----|---------------|--------------|------------|
| 26 | WITNESS _____ | BUYER _____  | DATE _____ |
| 27 | WITNESS _____ | BUYER _____  | DATE _____ |
| 28 | WITNESS _____ | BUYER _____  | DATE _____ |
| 29 | WITNESS _____ | SELLER _____ | DATE _____ |
| 30 | WITNESS _____ | SELLER _____ | DATE _____ |
| 31 | WITNESS _____ | SELLER _____ | DATE _____ |

