

WAIVER OF CONTINGENCY

Amendment to Real Estate Purchase Contract

(For the Exclusive Use of Realtor® Members of the Central Illinois Association of Realtors®)

This amendment is attached to and made part of the Real Estate Purchase Contract for the property at

Property: _____

Buyer: _____

Seller: _____

BUYER'S PROPERTY:

_____ ("Buyer's Property")

Buyer waives the Contingency for Sale and/or Closing of Buyer's Property and elects to proceed to settlement (closing) on Seller's Property.

Select one box below:

- Buyer's Property is currently under contract.** Buyer will proceed to settlement subject to paragraph 1 of the Contingency for Sale and/or Closing of Buyer's Property (form # 200). If the contract for the sale of Buyer's Property is terminated at no fault of Buyer, Buyer agrees to notify Seller in writing within 48 hours thereof and this Real Estate Purchase Contract may be terminated by either party unless otherwise agreed in writing.
- Buyer's Property is not currently under contract.** Along with this waiver, Buyer is providing Seller with evidence of Buyer's ability to close in the form of one of the following:
- i. **Financed Transaction:** Written verification from Buyer's lender that Buyer has been conditionally qualified to purchase the property in addition to Buyer's Property.
 - ii. **Cash Transaction:** Written verification from Buyer's bank illustrating sufficient funds are available to purchase the property without financing and without the closing of Buyer's Property.

Buyer Signature

Date

Buyer Signature

Date