APPRAISAL CONTINGENCY NOTICE AAR RESIDENTIAL RESALE REAL ESTATE PURCHASE CONTRACT ("CONTRACT")

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| Contract Dated: | |
|---------------------|---------------|
| Buyer: | <u>SAMPLE</u> |
| Seller: | <u>SAMPLE</u> |
| Escrow Company: _ | SAMPLE |
| Premises Address: _ | |

Buyer has received notice that the Premises has failed to appraise for the sales price and pursuant to Section 2m of the Contract, Buyer elects to cancel this Contract and receive a refund of the Earnest Money.

Buyer has received notice that the Premises has failed to appraise for the sales price and does not elect to cancel the Contract. Buyer acknowledges that the appraisal contingency shall be waived and if Buyer is unable to obtain loan approval without conditions due to the waiver of the appraisal contingency Buyer shall be in breach of Contract (after expiration of the Cure Period) and Seller shall retain Buyer's Earnest Money.

| SAMPLE | SAMPLE | |
|---------------------|------------------------------|-------------|
| ^ BUYER'S SIGNATURE | MO/DA/YR ^ BUYER'S SIGNATURE | MO/DA/YR |
| | | MO, DA, 111 |