



# AMENDMENT TO AGREEMENT AMENDMENT # \_\_\_\_\_



Date: \_\_\_\_\_

2009 Printing

Whereas, the undersigned parties have entered into a certain Agreement with a Binding Agreement Date of \_\_\_\_\_  
\_\_\_\_\_ for the purchase and sale of real property located at: \_\_\_\_\_  
\_\_\_\_\_, Georgia, \_\_\_\_\_; and

Whereas, the undersigned parties desire to amend the aforementioned Agreement, it being to the mutual benefit of all parties to do so;

Now therefore, for and in consideration of the sum of Ten Dollars (\$10) and other valuable considerations paid by each to the other, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to modify and amend the aforementioned Agreement as follows: *[Note: The following language is furnished by the parties and is particular to this transaction]*

1. ALL OFFERS, AGENT COMMISSIONS AND CONTRACTS ARE SUBJECT TO BANK MANAGEMENT APPROVAL.
2. ALL EARNEST MONEY MUST BE SUBMITTED IN CERTIFIED FUNDS TO LISTING BROKERAGE AT:  
1400 DOGWOOD DRIVE, CONYERS GA 30013/ REMAX AROUND ATLANTA EAST.  
WITHIN 48 HRS OF VERBAL AGREEMENT OR CONTRACT BECOMES NULL VOID. (unless cash deal then the EM will be delivered to seller's attorney). \$5000 min. cash offers 10% em to closing attorney- T.Smith Law Firm 770-922-0120
3. EARNEST MONEY MUST BE DELIVERED WITH TRACKING NUMBER OR IN PERSON, LISTING BROKER/AGENT IS NOT RESPONSIBLE FOR UNDELIVERED FUNDS.
4. A \$200.00 PER DIEM CHARGE WILL BE ASSESSED TO THE BUYER(S) IN THE EVENT THE BUYER(S) FAIL TO CLOSE ON OR BEFORE THE CLOSING DATE IN THE CONTRACT. BUYER IS RESPONSIBLE FOR LENDER DELAYS.
5. IF BUYER(S) ARE OBTAINING FINANCING, LOAN APPLICATION IS TO BE SUBMITTED TO THE LENDER WITHIN THREE(3) DAYS AFTER VERBAL AGREEMENT. LOAN COMMITMENT LETTER MUST BE PROVIDED IN WRITING TO SELLER WITHIN 15. DAYS OF VERBAL AGREEMENT DATE. IF EITHER OF THESE DEADLINES PASS THE SELLER MAY TERMINATE THE AGREEMENT. AFTER RECEIVING THE LOAN COMMITMENT LETTER OR DEADLINE OF LOAN COMMITMENT EXPIRES WITH NO COMMUNICATION FROM BUYER(S) THE EARNEST MONEY BECOMES NON-REFUNDABLE.
6. FIFTEEN DAYS FROM BINDING AGREEMENT DATE TO ADDRESS ANY APPRAISAL ISSUES. AFTER THAT DATE OFFER IS A CASH SALE.
7. ALL CONTRACTS BECOME A CASH SALE (HARD MONEY, LINE OF CREDIT, LENDER FINANCING) AND EARNEST MONEY BECOMES NON-REFUNDABLE AFTER INSPECTION PERIOD OF 7 DAYS.
8. IN THE EVENT BUYER(S) CHANGE FINANCING/LENDER IT SHALL HAVE NO EFFECT ON THE AFORMENTIONED TERMS OF THIS AGREEMENT OR ATTACHED ADDENDUMS.
9. BUYER(S) ARE RESPONSIBLE FOR HAVING ANY SERVICES CHANGED OVER TO THE BUYER(S) NAME FOR INSPECTIONS AND AT THE TIME OF CLOSING AND IS RESPONSIBLE FOR ANY EXPENSE AFTER THE CLOSING DATE.
10. NO FHA/VA REPAIR COST.
11. SEVEN (7) day inspection BY BUYER.
12. CLOSING DATE ON OR BEFORE \_\_\_\_\_ \$200 PER DAY THEREAFTER.
13. PROPERTY IS BEING SOLD-AS-IS, NO WARRANTIES NO REPAIRS
14. CLOSING ATTORNEY TO BE T. SMITH LAW FIRM CONYERS GA 30013, 770-922-0120.
15. LENDER LETTER MUST BE APPROVED BY LISTING AGENT.
16. SALES PRICE \$ \_\_\_\_\_ CLOSING COST TOTAL \$ \_\_\_\_\_ EARNEST MONEY TO BE \$ \_\_\_\_\_
17. NO FINANCING CONTINGENCY OTHER THAN VERBIAGE LISTED ABOVE

Mark box if additional pages are attached.

It is agreed by the parties hereto that all of the other terms and conditions of the aforementioned Agreement shall remain in full force and effect other than as modified herein. Upon execution by all parties, this Amendment shall be attached to and form a part of said Agreement.

\_\_\_\_\_  
Selling Broker

\_\_\_\_\_  
Buyer's Signature

By: \_\_\_\_\_  
Broker or Broker's Affiliated Licensee

\_\_\_\_\_  
Buyer's Signature

RE/MAX AROUND ATLANTA  
\_\_\_\_\_  
Listing Broker

\_\_\_\_\_  
Seller's Signature

By: \_\_\_\_\_  
Broker or Broker's Affiliated Licensee

\_\_\_\_\_  
Seller's Signature

**Acceptance Date.** The above Amendment is hereby accepted, \_\_\_\_\_ o'clock \_\_\_\_\_ m. on the date of \_\_\_\_\_ ("Acceptance Date"). This Amendment will become binding upon the parties when notice of the acceptance of this Amendment has been received by offeror. The offeror shall promptly notify offeree when acceptance has been received.

