



**NOTICE OF INABILITY TO SATISFY CONTINGENCY
AND/OR MUTUAL CANCELLATION AGREEMENT 4.0**

With reference to the Real Estate Contract dated _____, 20____ for the sale of the property commonly known as _____ entered into by _____, Seller(s) and _____, Buyer(s), the following paragraphs when signed are incorporated in and made a part of the Contract.

By reason of: *[check one]*

- Inability to satisfy contingency provided for in Paragraph # _____.
- Inability to secure an extension of the time/date provided for in Paragraph # _____.
- Other _____.

It is hereby agreed by and between the Parties that THE CONTRACT IS NULL AND VOID AND EARNEST MONEY SHALL BE REFUNDED TO BUYER. ESCROWEE IS HEREBY AUTHORIZED AND DIRECTED TO REFUND THE EARNEST MONEY TO BUYER.

_____ Buyer Signature	_____ Date	_____ Seller Signature	_____ Date
_____ Buyer Signature	_____ Date	_____ Seller Signature	_____ Date

NOTE: Disbursement of the earnest money is subject to the direction of the Seller(s) and Buyer(s) only, NOT the listing or selling broker.

Approved by the following organizations February 2006.

Illinois Real Estate Lawyers Association, Aurora Tri-County Association of REALTORS®, Chicago Association of REALTORS®, DuPage County Bar Association, Kane County Bar Association, Lake County Bar Association, McHenry County Association of REALTORS®, North Shore - Barrington Association of REALTORS®, Northwest Suburban Bar Association, Oak Park Board of REALTORS®, REALTOR® Association of the Fox Valley, REALTOR® Association of the Northwest Chicagoland, REALTOR® Association of West/South Suburban Chicagoland, Three Rivers Association of REALTORS®, West Towns Board of REALTORS®