

Property Address: _____



**REMOVAL OF SALE OF BUYER'S PROPERTY CONTINGENCY ("HUBBARD")
Greater Hartford Association of REALTORS®, Inc.**



Make sure the address of the property the Buyer is buying populates or is written in.

Buyer, _____, hereby removes the Sale of Buyer's Property Contingency from the Real Estate Contract between the Buyer and _____ (name of Seller) for the following reason: [Check item 1 OR item 2 OR item 3 OR item 4 OR item 5].

Enter Buyer's name as it appears on the Contract.

Enter Seller's name as it appears on the Contract.

1. Buyer has written contract with contingencies satisfied.

Buyer represents to Seller that (i) Buyer has entered into a written contract for the sale of Buyer's property at _____, and (ii) all material contingencies contained in such contract have been satisfied, including any mortgage contingency contained in such contract.

OR

2. Buyer has sufficient funds to close.

Buyer represents to Seller that Buyer has the financial ability to purchase the Property even if the Buyer is unable to sell Buyer's property at _____, and gives the following proof of such ability: _____ (attach written evidence).

OR

3. Buyer has obtained a mortgage commitment not subject to the sale of buyer's property.

Buyer represents to Seller that Buyer has obtained a written commitment for a mortgage, as described in paragraph 5 of the Contract, free of a contingency that property presently owned by the Buyer be sold (attach a copy of the commitment).

OR

4. Buyer and Seller have agreed to substitute the Sale of Buyer's Property Contingency (Under Contract) Form. Buyer and Seller have agreed to execute the attached Sale of Buyer's Property Contingency (Under Contract) Form in lieu of the existing Sale of Buyer's Property Contingency ("Hubbard").

OR

5. Other:

The Buyer understands that in making this representation, if the Buyer hereafter fails to close because of the Buyer's inability to sell or enter into a contract for the sale of the Buyer's property, then the Buyer will be in default under this Contract and the Buyer's deposits shall be paid over to and retained by the Seller as liquidated damages, as more particularly described in paragraph 12 of the Contract. **NOTE that if item 4 above has been checked, the terms and conditions contained in the Sale of Buyer's Property Contingency (Under Contract) shall control.**

All Buyers must sign and date.

Buyer agrees to purchase the Property in accordance with all of the other terms and conditions of the Real Estate Contract. Buyer has read and acknowledges receipt of a copy of this Removal of Sale of Buyer's Property Contingency ("Hubbard").

BUYER: _____ DATE: _____

BUYER: _____ DATE: _____

All Sellers must sign and date.

RECEIPT BY SELLER

Seller has read and acknowledges receipt of a copy of this Removal of Sale of Buyer's Property Contingency ("Hubbard").

SELLER: _____ DATE: _____

SELLER: _____ DATE: _____