

AGREEMENT TO AMEND CONTRACT

WARNING: ALL PARTIES, INCLUDING ANY LENDER,
MUST BE PROVIDED A COPY OF THIS AGREEMENT

_____, as Buyer, and
_____, as Seller,
have entered into a contract on the Offer to Purchase and Contract (form 2-T) or the Offer to Purchase and Contract – Vacant
Lot/Land (form 12-T) (“Contract”) regarding the purchase and sale of the following property (insert property address):
_____ (“Property”).

Buyer and Seller hereby agree to amend the Contract as set forth below [check applicable box(es)].

Purchase Price. The purchase price is hereby changed to: \$ _____.

Additional Earnest Money. \$ _____ additional earnest money deposit shall be paid to Escrow Agent no later than
_____, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

Loan Condition. The loan condition is hereby amended as follows [check all applicable box(es)]:

- Type:** The type of loan Buyer must be able to obtain is hereby changed to: _____
- Fixed/Adjustable Rate:** The type of loan rate is hereby changed to: _____
- Principal Amount:** The principal amount of the loan is hereby changed to: _____
- Term:** The term of the loan is hereby changed to: _____ year(s)
- Interest Rate:** The interest rate for the loan is hereby changed to: an initial rate not to exceed _____%
- Mortgage Loan Discount Points:** The mortgage loan discount points are hereby changed to: not to exceed _____% of the loan amount
- Loan Application:** The number of days following the Effective Date within which Buyer shall make written application for the Loan, authorize any required appraisal and pay any necessary fees is hereby changed to: _____ days
- Inability to Obtain Loan:** The number of days following the Effective Date within which Buyer shall have the right to terminate this contract for inability to obtain Loan approval is hereby changed to _____ days.

Expenses. The amount Seller shall pay at Closing toward Buyer’s expenses associated with the purchase of the Property is hereby changed to: \$ _____.

Inspections/Repair Negotiations. The timeframe(s) for Inspections/Repair Negotiations set forth in Alternative 1, subsection (b) of paragraph 16 of the Contract is/are hereby amended as follows [check all applicable box(es)]:

- Repair Notice Date.** The Repair Notice Date set forth in Alternative 1, subsection (b) of paragraph 16 of the Contract is hereby changed to: _____.
- Seller’s Response Time:** The number of days within which Seller shall provide written notice to Buyer of Seller’s response to Buyer’s written notice of Necessary Repairs is hereby changed to _____ days.
- Buyer’s Response Time:** The number of days within which Buyer shall deliver Buyer’s written decision after receiving Seller’s written response to Buyer’s written notice of Necessary Repairs is hereby changed to _____ days.

Soil, Water, Utilities And Environmental Contingency Date (form 12-T only). The date by which Buyer must notify Seller that the condition set forth in Alternative 1, subsection (a) of paragraph 13 of the Contract cannot be satisfied is hereby changed to: _____.

Sewer System Date (form 12-T only). The date by which Buyer must notify Seller that the condition set forth in Alternative 1, subsection (b) of paragraph 13 of the Contract cannot be satisfied is hereby changed to: _____.

Option Termination Date. The Option Termination Date set forth in Alternative 2 of the Contract is hereby changed to: _____.



Option Fee. \$ _____ additional Option Fee shall be paid to Seller on _____,
TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

Closing Date. The Closing Date is hereby changed to: on or before _____.

All terms and conditions of the Contract not specifically amended herein shall remain in full force and effect.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL
VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Buyer: _____ Date _____ Seller: _____ Date _____

Buyer: _____ Date _____ Seller: _____ Date _____

SAMPLE