



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

1 With reference to the Real Estate Contract dated _____, 20____ for the sale of the Real Estate commonly
 2 known as _____
 3 entered into by _____, Seller(s)
 4 and _____, Buyer(s).

5 By reason of: *[check one]*
 6 Inability to satisfy contingency provided for in Paragraph # _____.
 7 Inability to secure an extension of the time/date provided for in Paragraph # _____.
 8 Other _____.

9 It is hereby agreed by and between the Parties that **the Contract is null and void. Escrowee is hereby authorized and**
 10 **directed to disburse the earnest money as follows:** \$ _____ to Buyer, \$ _____ to Seller

_____ 20____	_____ 20____
Buyer Signature Date	Seller Signature Date
_____ 20____	_____ 20____
Buyer Signature Date	Seller Signature Date

15 **NOTE: Disbursement of the earnest money is subject to the written direction of the Seller and Buyer only or as otherwise provided by law**
 16 **and not upon the oral or written direction of the Seller's Broker or Buyer's Broker.**

17 *Approved by the following organizations June 2009*
 18 Illinois Real Estate Lawyers Association, Aurora Tri-County Association of REALTORS®, Chicago Association of REALTORS®,
 19 DuPage County Bar Association, Kane County Bar Association, Lake County Bar Association, McHenry County Association of
 20 REALTORS®, North Shore - Barrington Association of REALTORS®, Northwest Suburban Bar Association, Oak Park Area
 21 Association of REALTORS®, REALTOR® Association of the Fox Valley, REALTOR® Association of the Northwest Chicagoland,
 22 Mainstreet Organization of REALTORS®, Three Rivers Association of REALTORS®, West Towns Board of REALTORS®.