

**DEMAND FOR FINANCING EVIDENCE (*Financing*)**  
**Real Estate Purchase Contract Paragraph 3**



Address: \_\_\_\_\_

Seller: \_\_\_\_\_

Buyer: \_\_\_\_\_

Accepted Contract Date: \_\_\_\_\_

Seller hereby demands that the Buyer provide the following notice(s) and/or document(s) (the "Financing Evidence") pursuant to paragraph 3.3 of the Real Estate Purchase Contract between the parties:

**3.3 Demand for Financing Evidence:**

*If Seller does not receive Buyer's written notice or documents as required in paragraphs 3.1, 3.2(a), 3.2(b)(i), or 3.2(c) (the "Financing Evidence"), the Seller may, at any time until 7 calendar days before the closing date set forth in paragraph 15.1, notify the Buyer or Buyer's Broker in writing that Seller has not received the required Financing Evidence, specifying which type of Financing Evidence is overdue (a "Demand for Financing Evidence"). If Seller receives the required Financing Evidence within 3 calendar days after delivery of Seller's Demand for Financing Evidence, the parties shall proceed with the transaction. If Seller does not receive the required Financing Evidence within 3 calendar days after delivery of the Demand for Financing Evidence, Seller may, at any time thereafter until the Financing Evidence has been received, terminate this contract by delivering written notice of termination to the Buyer or Buyer's Broker, at which time the Earnest Money Deposit shall be released to the Buyer. Seller's election to terminate pursuant to this paragraph 3.3 is Seller's sole legal remedy for Buyer's failure to deliver the Financing Evidence, acts as a bar to any additional legal or equitable claims that Seller may have against the Buyer, and constitutes Seller's consent to the release of the Earnest Money Deposit. **Failure of the Seller to timely deliver the written Demand for Financing Evidence constitutes a waiver of Seller's right to terminate pursuant to this provision.***

\_\_\_\_\_ Paragraph 3.1: Evidence of availability of funds to complete the transaction

\_\_\_\_\_ Paragraph 3.2(a): Lender's Pre-Qualification Letter

\_\_\_\_\_ Paragraph 3.2(b)(i)(b): Identity of Buyer's lender

\_\_\_\_\_ Paragraph 3.2(c): Loan Commitment from Buyer's lender

NOTE: The notice(s) and/or document(s) demanded herein must be provided no later than 3 calendar days following delivery of this Demand for Financing Evidence. If Seller does not receive the required Financing Evidence within 3 calendar days after delivery of this Demand for Financing Evidence, Seller may, at any time thereafter until the Financing Evidence has been received, terminate this contract by delivering written notice of termination to the Buyer or Buyer's Broker.

Seller(s):

\_\_\_\_\_  
(signature)

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

\_\_\_\_\_  
(signature]

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