

**ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated \_\_\_\_\_  
between \_\_\_\_\_ (“Buyer”)  
and \_\_\_\_\_ (“Seller”)  
concerning \_\_\_\_\_ (the “Property”).

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS:

**1. COMPUTATION OF TIME – FORM 22SS REVISION NO DELAY  
DELIVERY OF EARNEST MONEY OR COMPLETION OF INSPEC-  
TION.**

The Computation of Time provision contained in Paragraph 5, NWMLS Form 22SS (Rev. 7/10) (“Form 22SS”), is NOT applicable to the Inspection Addendum, NWMLS Form 35 (Rev. 7/10) (“Form 35”) or the delivery of earnest money. Except as otherwise modified herein, the provisions of Form 22SS are in full force and effect. (WARNING: The parties are advised to review NWMLS Form 21 (Rev. 7/10), subsection b, Earnest Money, and Form 35 for computation of time requirements.)

**2. CLOSING SERVICES AND FEES OF GALVIN REALTY LAW GROUP.**

- a. **CLOSING SERVICES.** This sale shall be closed (the “Closing Services”) by the law firm of Galvin Realty Law Group, P.S. (“Galvin”).
- b. **LENDER COMMUNICATION.** As part of its Closing Services, as a law firm, Galvin may communicate with Seller regarding an imminent and potential foreclosure or short sale of the Property, and may communicate and negotiate with Seller’s mortgage lender(s) or lien holders regarding the sale.
- c. **ACKNOWLEDGEMENT.** It is to both parties’ benefit for Galvin to provide such Closing Services, including communication with Seller’s mortgage lender(s) and lien holders, as needed to facilitate closing, and Buyer and Seller hereby authorize and direct Galvin to undertake such Closing Services as it deems necessary to facilitate the closing.
- d. **COST DEPOSIT.** A non-refundable Cost Deposit of Two Hundred and Fifty Dollars (\$250.00) (the “Cost Deposit”) shall be paid to Galvin prior to commencing the Closing Services. The Cost Deposit shall be paid by

Initials: BUYER: \_\_\_\_\_ Date: \_\_\_\_\_ SELLER: \_\_\_\_\_ Date: \_\_\_\_\_  
BUYER: \_\_\_\_\_ Date: \_\_\_\_\_ SELLER: \_\_\_\_\_ Date: \_\_\_\_\_

Approved: SELLING BROKER: \_\_\_\_\_ Date: \_\_\_\_\_  
LISTING BROKER: \_\_\_\_\_ Date: \_\_\_\_\_

the Seller. The Cost Deposit offsets Galvin's costs associated with the submitting and negotiating the short sale, and is NOT part of the Closing Fee. (If the Seller has previously paid a Cost Deposit, no Cost Deposit shall be required for the second sale of this property, but shall be required for all subsequent sales of the property).

- e. **FEE FOR CLOSING SERVICES.** The fee for the Closing Services is Three Thousand Dollars (\$3,000.00) plus sales tax (the "Closing Fee") with the Buyer and Seller each paying one-half of the Closing Fee. In the event the Seller's Lender(s) refuses to allow the full Seller's portion of the Closing Fee, the Listing Broker shall be responsible for the difference. In the event the Buyer's Lender(s) refuses to allow the full Buyer's portion of the Closing Fee, the Selling Broker shall be responsible for the difference.

IN THE EVENT THE TRANSACTION DOES NOT CLOSE, THE CLOSING FEE SHALL NOT BE EARNED.

**THE SELLER ACKNOWLEDGES THAT GALVIN HAS ADVISED IT AS FOLLOWS:**

1. Seller's lender(s) may require Seller to agree to pay all or a portion of any deficiency as a condition of short sale approval and may attempt to collect the deficiency after closing if the Seller's lender(s) has not agreed to grant a full satisfaction of Seller's debt at closing;
2. If Seller's lender(s) forgives any of Seller's indebtedness at closing, this may have negative income tax implications for Seller; and
3. Galvin recommends that the Seller seek legal and accounting advice prior to signing this agreement to address these and other legal, credit and accounting issues as Galvin cannot give Seller legal advice regarding the legal issues surrounding this transaction.

**In the event of any conflict between this Addendum/Amendment to Purchase and Sale Agreement and the balance of Residential Purchase and Sale Agreement, this Addendum/Amendment to Purchase and Sale Agreement shall control.**

**ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged.**

Initials: BUYER: \_\_\_\_\_ Date: \_\_\_\_\_ SELLER: \_\_\_\_\_ Date: \_\_\_\_\_  
BUYER: \_\_\_\_\_ Date: \_\_\_\_\_ SELLER: \_\_\_\_\_ Date: \_\_\_\_\_

Approved: SELLING BROKER: \_\_\_\_\_ Date: \_\_\_\_\_  
LISTING BROKER: \_\_\_\_\_ Date: \_\_\_\_\_