



**NOTICE OF INABILITY TO SATISFY CONTINGENCY  
AND/OR MUTUAL CANCELLATION AGREEMENT 4.0**

With reference to the Real Estate Contract dated \_\_\_\_\_, 20\_\_\_\_ for the sale of the property commonly known as \_\_\_\_\_ entered into by \_\_\_\_\_, Seller and \_\_\_\_\_, Buyer, the following paragraphs, when signed, are incorporated in and made a part of the Contract.

By reason of: *[check one]*

- Inability to satisfy contingency provided for in Paragraph # \_\_\_\_\_.
- Inability to secure an extension of the time/date provided for in Paragraph # \_\_\_\_\_.
- Other \_\_\_\_\_.

It is hereby agreed by and between the Parties that THE CONTRACT IS NULL AND VOID AND EARNEST MONEY SHALL BE REFUNDED TO BUYER. ESCROWEE IS HEREBY AUTHORIZED AND DIRECTED TO REFUND THE EARNEST MONEY TO BUYER.

Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Seller Signature	Date

NOTE: Disbursement of the earnest money is subject to the direction of the Seller and Buyer only, NOT the Listing Broker or Buyer's Broker.

*Approved by the following organizations February 2006.*

Illinois Real Estate Lawyers Association, Aurora Tri-County Association of REALTORS®, Chicago Association of REALTORS®, DuPage County Bar Association, Kane County Bar Association, Lake County Bar Association, McHenry County Association of REALTORS®, North Shore - Barrington Association of REALTORS®, Northwest Suburban Bar Association, Oak Park Board of REALTORS®, REALTOR® Association of the Fox Valley, REALTOR® Association of the Northwest Chicagoland, Mainstreet Organization of REALTORS®, Three Rivers Association of REALTORS®, West Towns Board of REALTORS®