

Existing Property Sale/Kick-Out Notice

This document has legal consequences. If you do not understand it, consult your attorney.

All terms defined in the Contract (the "Contract") are applicable to this Existing Property Sale/Kick-Out Notice ("Notice"). This Notice serves as an amendment to specific terms of the Contract, and unless explicitly modified herein, the terms and conditions of the Contract remain fully enforceable. However, in the event of any conflict between the terms of this Notice and the Contract, the terms of this Notice shall prevail.

This Notice is provided in accordance with the terms of the Contract for the property located at:

_____	MO	_____	_____
Street Address	City	Zip Code	County

☐ **Check this box if further signatures are required and attach the Additional Signature Page (MSC-5070).**

Part A: Buyer's Existing Property Sale Notice to Seller

In accordance with the provisions of Rider MSC-2021R (Contingency for Sale of Buyer's Existing Property), which is attached to and incorporated into the above Contract, Buyer hereby informs Seller that Buyer's Existing Property was placed under contract for sale on (insert date) _____, 20____, with a closing scheduled on or before the Closing Date specified in this Contract and without any contingency for the sale of another property. The Contract remains contingent upon the closing of the Existing Property, and the timeframes outlined in paragraphs 5, 6, and 7 of the above Contract have commenced.

BUYER Date

BUYER Date

Print Name

Print Name

Part B: Seller's "Kick-Out" Notice to Buyer (For use only if Buyer has not already provided Notice pursuant to Part A.)

In accordance with the provisions of Rider MSC-2021R (Contingency for Sale of Buyer's Existing Property), which is attached to and forms part of the above Contract, and where the Contract is contingent upon the sale and closing of Buyer's Existing Property, Seller hereby notifies Buyer that the Contract will terminate at the time specified in MSC-2021R upon receipt of this "Kick-Out Notice," unless Seller receives Buyer's "Kick-Out Response & Waiver Notice" (Part C below) prior to that time.

SELLER Date

SELLER Date

Print Name

Print Name

Part C: Buyer's Kick-Out Response/Waiver

Buyer hereby notifies Seller that Buyer waives the contingency related to the sale and closing of Buyer's Existing Property. Buyer remains obligated to proceed with the closing of the Contract, regardless of whether Buyer's Existing Property closes. Furthermore, Buyer shall not have the right to terminate this Contract in the future based on a loan commitment that is contingent on the sale or closing of Buyer's Existing Property. The timeframes outlined in paragraphs 5, 6, and 7 of the Contract have commenced.

BUYER Date

BUYER Date

Print Name

Print Name