

NOTICE TO BUYER TO DELIVER CASH OR IMMEDIATELY AVAILABLE FUNDS

Seller: _____ (“Seller”)

Buyer: _____ (“Buyer”)

Property Address: _____ (“Property”)

1. Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property (“Contract”) provides as follows:

- Buyer agrees to deliver to Seller a Due Diligence Fee and/or an Initial Earnest Money Deposit by due dates specified in with the Contract.
- If Buyer fails to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash or immediately available funds to the payee.
- In the event Buyer does not timely deliver cash or immediately available funds, Seller shall have the right to terminate the Contract upon written notice to Buyer.

2. Buyer has failed to deliver (*check all applicable*): the Due Diligence Fee the Initial Earnest Money Deposit and/or the following check or other funds paid by Buyer has been dishonored by the institution upon which the payment is drawn: (identify dishonored check or other funds: _____).

3. Seller hereby demands that Buyer deliver cash or immediate funds to the payee in payment of the above-referenced item(s) no later than one (1) banking day following this Notice.

THE NORTH CAROLINA ASSOCIATION OF REALTORS[®], INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Seller Date

Seller Date

Entity Seller: _____
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____ Date: _____

Name: _____ Title: _____

