



# RESOLUTION OF UNACCEPTABLE CONDITIONS AMENDMENT

1 **SELLER:** Ryan Manies and Palge Geiger (H&W)

2 **BUYER:** Mike Lundgren

3 **PROPERTY:** 431 w 59 st, kc mo 64113

4 **EFFECTIVE DATE OF CONTRACT:** 7-10-2012

5 **THE AGREEMENT(S) SET FORTH IN THIS AMENDMENT CONSTITUTE THE ENTIRE AGREEMENT**

6 **BETWEEN THE BUYER AND SELLER WITH RESPECT TO RESOLUTION OF THE UNACCEPTABLE**

7 **CONDITIONS IDENTIFIED BELOW.**

8

9 *(Check applicable paragraph below.)*

10

11 1.  **BUYER AGREES TO ACCEPT PROPERTY "AS IS".** BUYER conducted inspections, found

12 unacceptable conditions and notified SELLER of BUYER'S desire to renegotiate the Contract. **However,**

13 **BUYER now agrees to accept the Property "as is" without correction of, or other action by the**

14 **SELLER with respect to the unacceptable conditions.** *(This election must be delivered to the SELLER*

15 *within the Renegotiation Period, but does not require SELLER'S signature to be binding.)*

16

17 **2. CORRECTION OF UNACCEPTABLE CONDITIONS. (Check applicable paragraph below.)**

18 SELLER acknowledges receipt of BUYER'S Inspection Notice and BUYER'S inspection report(s), and

19 agrees to make the repairs as indicated below in a workmanlike manner using good quality materials.

20 Repairs will be completed prior to closing unless agreed to in writing and approved by Lender, if any.

21

22  a. **SELLER AGREES TO MAKE ALL REPAIRS REQUESTED IN BUYER'S REPORTS**

23 **ATTACHED TO THE INSPECTION NOTICE.** *(This election must be delivered to the BUYER within the*

24 *Renegotiation Period, but does not require BUYER'S signature to be binding.)*

25

26  b. **SELLER AGREES TO CORRECT THE FOLLOWING UNACCEPTABLE CONDITIONS:**

27 \_\_\_\_\_

28 \_\_\_\_\_

29 \_\_\_\_\_

30 \_\_\_\_\_

31 \_\_\_\_\_

32 \_\_\_\_\_

33 \_\_\_\_\_

34 \_\_\_\_\_

35 \_\_\_\_\_

36

37 Attach additional pages if necessary. The \_\_\_\_\_ additional pages are integral part of this

38 Agreement.

39

40  **SEE PARAGRAPH #3 FOR ADDITIONAL CONDITIONS.**

41

42 3. **ADJUSTMENTS IN PRICE AND/OR TERMS.** (These options require the prior approval of  
 43 BUYER'S Lender and have the potential to delay closing due to federal regulation.) (Check  
 44 applicable box):

45  
 46  In addition to correcting BUYER'S unacceptable conditions, or  in lieu of SELLER correcting  
 47 unacceptable conditions, BUYER and SELLER agree as follows:

48  
 49 a. **PURCHASE PRICE** is changed to \$ \_\_\_\_\_

50  
 51 b. **PAYMENT/CREDIT IN LIEU OF CORRECTION.**

52  
 53  1. SELLER agrees to pay additional BUYER'S allowable closing costs and/or prepaid  
 54 expenses, as permitted by BUYER'S Lender of \$1,900 \_\_\_\_\_ plus, \$0 \_\_\_\_\_ if any  
 55 previous closing cost, for a total closing cost(s) and/or prepaid expense(s) of  
 56 \$1,900 \_\_\_\_\_ (total to be paid). If the allowable, Closing costs are not equal to or  
 57 greater than the amount in this subparagraph, SELLER agrees to make or pay for  
 58 repairs in an amount equal to the difference.

59  
 60  2. Other: \_\_\_\_\_  
 61 \_\_\_\_\_  
 62 \_\_\_\_\_

63  
 64  
 65 4. **PAYMENT FOR CORRECTIVE MEASURES.** If payment for the foregoing corrective measures is not  
 66 to be made directly out of escrow, SELLER agrees to provide proof of payment prior to Closing. BUYER  
 67 may, prior to Closing, inspect any corrective actions taken by SELLER. SELLER and BUYER acknowledge  
 68 neither BUYER'S nor SELLER'S agents or brokers are responsible for completion of or payment for any  
 69 corrective measures which SELLER has agreed to make above.

70  
 71 5. **REMAINING UNCORRECTED UNACCEPTABLE CONDITIONS.** Any unacceptable conditions  
 72 identified in BUYER'S offer to renegotiate or in any inspection report accompanying BUYER'S offer to  
 73 renegotiate which the SELLER has not agreed to correct in this Amendment **WILL NOT BE**  
 74 **CORRECTED** and BUYER agrees to accept them in their present condition without any corrective action  
 75 taken or payment thereof. SELLER and Licensees assisting in the sale of the Property are released from  
 76 any further obligation or liability related to the condition of the Property.

77  
 78  
 79 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,**  
 80 **THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**  
 81 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

82  
 83 \_\_\_\_\_ DATE BUYER \_\_\_\_\_ DATE 7-18-12  
 84 SELLER

85  
 86 \_\_\_\_\_ DATE BUYER \_\_\_\_\_ DATE  
 87 SELLER

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