



Sale Agreement # _____

SELLER'S COUNTER OFFER No. _____

1 This is a counter offer to Sale Agreement or Buyer's Counter Offer
2 Seller: _____
3 Buyer: _____
4 The real property described as: _____

AGREEMENT TO SELL:

5
6 Seller agrees to sell the real and personal property upon the terms and conditions set forth in the Sale Agreement and subsequent counter offers
7 where applicable, **except** as modified as follows: _____
8 _____
9 _____
10 _____
11 _____ For additional provisions, see Addendum _____

12 **All remaining terms and conditions of the Sale Agreement (and other counter offer(s), where applicable), not otherwise modified, are**
13 **approved and accepted by Seller. Time is of the essence.** This Seller's Counter Offer shall automatically expire on _____ at
14 _____ a.m. p.m. ("the Counter Offer Deadline"), if not accepted within that time. If Buyer accepts this Seller's Counter Offer after the Counter
15 Offer Deadline, it shall not be binding upon Seller unless agreed to by Seller in writing within _____ business days (two [2] if not filled in) thereafter
16 by so indicating at the Seller's Acknowledgement Section below. This Seller's Counter Offer may be accepted by Buyer only in writing. However,
17 Seller may withdraw this counter offer any time prior to Buyer's written acceptance.

18 Seller acknowledges receipt of a completely filled in copy of Buyer's Offer and Seller's Counter Offer, and all subsequent counter offers where
19 applicable, which Seller has fully read and understands. Seller acknowledges that Seller has not relied on any oral or written statements of any
20 Buyer or of any Licensee(s) which are not expressly contained in the Sale Agreement as amended. Seller instructs that all earnest money
21 distributable to Seller pursuant to the Sale Agreement shall be disbursed as follows after deduction of any title insurance and Escrow cancellation
22 charges: (check one) First to Listing Firm, to the extent of the agreed commission just as if the transaction had been consummated, with
23 residue to Seller; or _____
24 _____

25 Seller Signature _____ Date _____, _____ a.m. _____ p.m. ←
26 Seller Signature _____ Date _____, _____ a.m. _____ p.m. ←

BUYER'S RESPONSE (select only one):

- 28 Buyer **accepts** Seller's Counter Offer.
- 29 Buyer **does not accept** Seller's Counter Offer AND submits the attached Buyer's Counter Offer.
- 30 Buyer **rejects** Seller's Counter Offer.

31 Buyer acknowledges receipt of signed copies of the Sale Agreement and all subsequent counter offers including this Seller's Counter Offer, where
32 applicable, which Buyer has fully read and understands.

33 Buyer Signature _____ Date _____, _____ a.m. _____ p.m. ←
34 Buyer Signature _____ Date _____, _____ a.m. _____ p.m. ←

SELLER'S ACKNOWLEDGMENT:

35
36 Seller acknowledges receipt of copies of the Sale Agreement and all subsequent counter offers, including this Seller's Counter Offer, which Seller
37 has fully read and understands. If Buyer's response to Seller's Counter Offer is an acceptance that has occurred after the Counter Offer Deadline
38 identified in the Agreement to Sell Section above, Seller (select only one) agrees does not agree, to be bound thereby. **(The failure to**
39 **check either box shall constitute a rejection by Seller of Buyer's acceptance of Seller's Counter Offer after said deadline.)**

40 Seller Signature _____ Date _____, _____ a.m. _____ p.m. ←
41 Seller Signature _____ Date _____, _____ a.m. _____ p.m. ←

RECEIPT OF EARNEST MONEY

42
43 (Use only if amount of earnest money is modified).
44 Selling Firm acknowledges receipt of earnest money from Buyer **NOT** previously received for in the sum of \$ _____ evidenced by cash,
45 check, promissory note payable on or before _____, which Selling Firm agrees to handle as provided in the Agreement.
46 Selling Licensee's signature _____

47 Selling Licensee _____ Listing Licensee _____
48 Selling Firm Broker's Initials/Date _____ / _____ Listing Firm Broker's Initials/Date _____ / _____

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LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE

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