

CONTRACT CANCELLATION AGREEMENT / PROPERTY RELEASE

Emerald Pass

Customer Name : Isaac A. HernandezAddress : 784 LomitaEl Paso, TX 79907

Home Phone : _____

Work Phone : _____

Lot Address: 531 BOGOTA PLCLot : 009Block : 005Phase : Emerald Pass

This is a request for an irrevocable cancellation of the contract dated August 10, 2012 between the Buyer(s), Isaac A. Hernandez, and Desert View Construction, Inc. for the lot designated above, located at 531 BOGOTA PLC, in the Emerald Pass community.

According to **Section 20** of the purchase agreement "**Default and Option to Cancel**" "*If Buyer fails to comply with this contract, Buyer shall be in default, and Seller may terminate this contract and receive the Earnest Money as liquidated damages thereby releasing both parties from this contract*" and / or

Section 4 of the purchase agreement "**Financing**" "*Failure to furnish all necessary information needed by the lender shall cause all earnest money to be forfeited and this contract shall be terminated*" or "*If Buyer does not qualify through no fault of his own, and is not approved, within 15 (fifteen days) from the effective date hereof, this agreement shall terminate and the earnest money shall be refunded.*"

Earnest Money in the amount of \$ _____ is hereby returned to the:

☐ Seller

☐ Buyer (In order for you to receive a refund of your earnest money, you must sign the Contract Cancellation Agreement/Property Release Form and return it back to us immediately at the address listed below. Upon receiving this form please allow Lone Star Title Company 7 to 10 business days to process your refund.)

If you have any questions, please contact the closing department at (915) 591-6319.

Desert View Homes
7910 Gateway East, Suite 102
El Paso, Texas 79915

Buyer(s) hereby releases the Seller from any obligations created under the contract.

Sales Specialist_____
Date_____
Buyer_____
Date_____
Real Estate Agent/Broker_____
Date_____
Buyer_____
Date

The Sales Specialist is not an authorized officer of the Seller and cannot make a binding contract on behalf of Seller nor release such contracts.