



Irrevocable Letter of Instruction Re: Down Payment

I have purchased the real estate located at _____
under the terms and conditions of the attached Contract to Purchase at Public Auction dated _____.

As part of this transaction I am to make a down payment of money to _____ which will hold the money until it is time for closing.

I understand that the funds I have provided to _____ are to be used as part of the purchase price. However, in the event I do not close on this property, I irrevocably instruct _____ to disburse my down payment as required under paragraph 2 of the contract; see below.

Paragraph 2 states:

A non-refundable (except in the case of a non-marketable title) down payment of _____ to apply toward Purchase Price and to be deposited by Broker, upon acceptance of this offer, in a non-interest bearing trust account pending closing. In the event this Contract to Purchase does not close for any reason than as agreed, Purchaser agrees that the down payment shall be disbursed by Broker 5 days from closing date unless Broker is previously notified in writing by purchaser that litigation has been filed with a court of competent jurisdiction. A copy of the filing must be attached.

Pursuant to paragraph 2, upon written instructions from the Broker and the authority granted in this Irrevocable Letter of Instruction I authorize and approve _____, to follow the instructions from the Broker as to the distribution of my down payment.

Further, I agree to hold _____ harmless for any such expenditures to any individuals or entities.

I have reviewed the Contract to Purchase at Public Auction dated _____, and this Irrevocable Letter of Instruction:

1. I understand the terms and conditions of both documents.
2. I am voluntarily entering these agreements.
3. I realize that this authorization could result in none of my down payment being returned to me.

Dated: _____
