

CLOSING CORRECTION AGREEMENT

This Agreement made this _____ day of _____, _____ by and between _____, of _____ (“Buyer(s)”) and _____, of _____ (“Seller(s)”)

In consideration of the closing of the transaction identified herein, Seller(s) and Buyer(s) hereby agree as follows:

1. This Agreement concerns the closing of a real estate transaction between Seller(s) and Buyer(s) with respect to property located in _____ County, State of New Mexico, as evidenced by the Offer to Purchase / Agreement of Purchase & Sale dated _____ [insert date], a copy of which is attached hereto.

2. *Correction* or *Replacement* includes, but is not limited to, the execution, acknowledgment, initialing and delivering to the other party any documentation deemed necessary to replace or correct any lost, misplaced, misstated or inaccurate documents.

Closing Documents include, but are not limited to, closing statements, deeds, deeds of trust or mortgages, promissory notes, affidavits, contracts or other documents executed by the parties in connection with the closing.

3. Seller(s) and/or Buyer(s) shall, at the request of the other party, the closing representative or the lender, correct and/or replace any closing document that contains any error, inaccuracy, or which has been lost, destroyed or misplaced, for any reason whatsoever.

A closing document shall be deemed to contain an error or inaccuracy if it fails to reflect the true or correct terms and conditions of the closing and the loan (if applicable), or if it fails to conform to the contract of the sale or true intentions of the parties, including, but not limited to, errors in the legal description, misspelled names, or an invalid acknowledgment.

4. This Agreement is made regardless of the reason for any loss, misplacement or inaccuracy in any closing or loan documents.

THIS IS A 2-PAGE FORM.