

**OKLAHOMA REAL ESTATE COMMISSION**  
**SELLER'S COUNTEROFFER TO CONTRACT OF SALE OF REAL ESTATE**  
*This is a legally binding Contract; if not understood seek advice from an attorney.*

Date of Counteroffer \_\_\_\_\_, 20 \_\_\_\_.

1. **COUNTEROFFER.** The undersigned Seller(s) offers to sell the following described real estate, located (legal description or as attached if lengthy) at: \_\_\_\_\_,

\_\_\_\_\_ County, Oklahoma, which street address is \_\_\_\_\_ in accordance with the terms and conditions of the Contract of Sale of Real Estate and, if included, Financing Supplemental Agreement signed by \_\_\_\_\_ Buyer(s) and dated on \_\_\_\_\_, 20\_\_\_\_, attached and made a part of the Contract of Sale of Real Estate and, if included, the Financing Supplemental Agreement are **amended and modified** as follows:

(Where appropriate, reference should be made by number to the specific paragraph of the Contract of Sale of Real Estate and, if included, Financing Supplemental Agreement which is amended or modified—please number each item.)

**Contract of Sale of Real Estate:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Financing Supplemental Agreement:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. **OTHER TERMS.** All the other terms and conditions of the attached Contract of Sale of Real Estate and, if included, the Financing Supplemental Agreement shall remain the same. In the event of a conflict between the terms and conditions in this Counteroffer and the terms and conditions of the attached Contract of Sale of Real Estate and, if included, Financing Supplemental Agreement, the terms and conditions of the Counteroffer shall govern.

3. The Buyer and Seller authorize their respective Brokers, if applicable, to accept delivery of acceptance of offer or counteroffer.

4. **ACCEPTANCE TIME.** The foregoing Counteroffer is made subject to acceptance in writing by Buyer, and the return of an executed copy to Seller's Broker, if applicable, on or before \_\_\_\_\_, 20\_\_\_\_, at which  
(time) \_\_\_\_\_ (date) \_\_\_\_\_ (month) \_\_\_\_\_  
time this counteroffer will terminate, unless withdrawn prior to acceptance or termination.

_____ (Print or Type Seller's Name)	_____ (Signature)	Seller
_____ (Print or Type Seller's Name)	_____ (Signature)	Seller
_____ (Print or Type Seller's Name)	_____ (Signature)	Seller

5. **BUYER'S ACCEPTANCE OF COUNTEROFFER:** Buyer accepts the foregoing Counteroffer and agrees to purchase the above-described Property on terms and conditions set forth in the Counteroffer.

Accepted this date \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ .m.

_____ (Print or Type Buyer's Name)	_____ (Signature)	Buyer
_____ (Print or Type Buyer's Name)	_____ (Signature)	Buyer
_____ (Print or Type Buyer's Name)	_____ (Signature)	Buyer

\_\_\_\_\_  
(Buyer's initials) By initializing these blanks the Buyer does not accept the foregoing counteroffer, and Buyer acknowledges receipt of Seller's Counteroffer and deletes, amends or modifies Seller's Counteroffer as indicated on Page 2 of Buyer's Counter.

NOTE: All amendments and modifications to the submitted Contract of Sale of Real Estate and, if included, Supplemental Agreement(s) and related addenda should be set forth on this Counteroffer only. Seller should SIGN ONLY this Counteroffer, check and sign the appropriate Confirmation of Broker Relationship and receipt of Estimate of Costs on the Contract Cover Sheet, and, if applicable, sign the FHA Real Estate Certification at the bottom of the FHA Financing Agreement.

Property Address: \_\_\_\_\_

## BUYER'S COUNTER TO SELLER'S COUNTEROFFER TO THE CONTRACT OF SALE OF REAL ESTATE

**Note:** If this page is not filled out, then the Buyer has not countered and this page shall NOT apply and may be removed.

Date of Buyer's Counter \_\_\_\_\_, 20 \_\_\_\_.

**1. COUNTER.** The undersigned Buyer(s) agrees to the Seller's Counteroffer on Page 1 **EXCEPT** FOR the Buyer's following deletions, amendments or modifications:

(Where appropriate, reference should be made by number to the specific paragraph of the Contract of Sale of Real Estate, Seller's Counteroffer and, if included, Financing Supplemental Agreement which is amended or modified—please number each item.)

**Contract of Sale of Real Estate:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Financing Supplemental Agreement:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. OTHER TERMS.** All the other terms and conditions of the attached Contract of Sale of Real Estate and, if included, the Financing Supplemental Agreement and Seller's Counteroffer on Page 1 shall remain the same. In the event of a conflict between the terms and conditions in Seller's Counteroffer and the terms and conditions of the attached Contract of Sale of Real Estate and, if included, Financing Supplemental Agreement, the terms and conditions of the Buyer's Counter shall govern.

**3.** The Buyer and Seller authorize their respective Brokers, if applicable, to accept delivery of acceptance of offer, counteroffer or Buyer's counter.

**4. ACCEPTANCE TIME.** The foregoing Buyer's Counter is made subject to acceptance in writing by Seller, and the return of an executed copy to Buyer's Broker, if applicable, on or before \_\_\_\_\_ .m., \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
(time) (date) (month)  
20\_\_\_\_\_, at which time this counter will terminate, unless withdrawn prior to acceptance or termination.

\_\_\_\_\_  
(Print or Type Buyer's Name) (Signature) Buyer

\_\_\_\_\_  
(Print or Type Buyer's Name) (Signature) Buyer

\_\_\_\_\_  
(Print or Type Buyer's Name) (Signature) Buyer

**5. SELLER'S ACCEPTANCE OF BUYER'S COUNTER.** Seller accepts the foregoing Buyer's Counter and agrees to sell the above-described Property on terms and conditions set forth in the Buyer's Counter.

Accepted this date \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ .m.

\_\_\_\_\_  
(Print or Type Seller's Name) (Signature) Seller

\_\_\_\_\_  
(Print or Type Seller's Name) (Signature) Seller

\_\_\_\_\_  
(Print or Type Seller's Name) (Signature) Seller