**SAMPLE 60 DAY LETTER**

DATE

**SENT VIA CERTIFIED MAIL, RETURN**

**RECEIPT REQUESTED**

Mr. / Mrs. Seller

Last known address

City, State Zip

Mr. / Mrs. Buyer

Last known address

City, State Zip

Dear Buyer(s) & Seller(s):

An agreement for the purchase of residential real estate located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ was entered into on \_\_\_\_\_\_\_\_(DATE)\_\_\_\_\_\_\_\_\_ between \_\_\_\_\_\_\_\_(BUYER)\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_(SELLER)\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Earnest money in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is currently being held in escrow through the agency of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Notification has been received that one or more of the parties to the purchase agreement intends not to perform and no clear provision for the release of the earnest money has been made. Pursuant to 876 IAC 8-2-2, the earnest money will be released to \_\_\_\_\_\_\_\_(NAME OF EITHER THE BUYER or SELLER)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ unless either: 1) all parties enter into a mutual release; or 2) one or more parties initiates litigation within sixty (60) days of the mailing date of this certified letter.

If neither the buyer nor the seller initiates litigation, nor the parties enter into a mutual release, within sixty (60) days of the mailing date of this certified letter, the broker will release the earnest money deposit to the party identified above.

Further, pursuant to the Purchase Agreement, the parties have agreed to hold the Broker harmless from any liability, including attorney’s fees and costs, for the good faith disbursement of the earnest money in accordance with 876 IAC 8-2-2.

Sincerely,

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

Managing Broker holding the earnest money