FICTIONAL SAMPLE · DRAFTED BY FREE DEMAND WRITER FROM A MADE-UP CASE FILE · NOT LEGAL ADVICE

PLEASE VERIFY BEFORE SENDING

Unverified AI draft. Every fact must be checked against the records before use. It is not legal advice. Fill in every [ADD: …] placeholder, set the demand amount, confirm anything marked [VERIFY], and delete this box before sending.

- The demand amount and response deadline are left as placeholders. The firm notes say the client wants the full deposit released [firm notes]. The deposit total of $7,500.00 is as read from the escrow receipt and must be checked. The records show no additional deposits.
- Only a one-page contract excerpt was provided. Please check the full contract for a default or forfeiture clause, mediation, arbitration or attorney fee provisions, and a governing law or venue clause. The letter has placeholders for these. The excerpt labels its own pages 2, 5 and 7, but the file is one page, so all contract citations are to p.1.
- Notice delivery: Paragraph 19 allows email to the party's agent "at the address shown on the signature page." The emails show names only, not addresses, so confirm the August 21, 2026 email went to clunsford@meadowlinerealty.example. Paragraph 5 requires written notice "to Seller," so confirm that notice through the listing agent satisfies it.
- The records do not show when the client learned of her August 15, 2026 hours reduction, or whether she told the lender. The sellers claim she changed jobs on purpose. The employer letter is dated September 10, 2026, after the termination. Please confirm these facts with the client before sending.
- The release form attached to the August 21, 2026 email is not in the file. A placeholder for the enclosure is included.
- Addresses are missing for the firm, the Meadowline Realty ZIP code, and Gateway Plains Title and Escrow. The sellers' own addresses are not in the file. Please confirm the sellers have no attorney and that sending through the listing agent is appropriate.
- The September 14, 2026 email has no time stamp. "No reply" reflects the file as received, so confirm it is still true.
- [VERIFY: Missouri rule on escrow release, disputed deposits and interpleader]

Lindqvist Barrow LLC
[ADD: firm street address]
[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

Harold Brightman and June Brightman
c/o Craig Lunsford, Listing Agent
Meadowline Realty
900 Courthouse Square
Fairmont Springs, Missouri [ADD: ZIP]

Re: Demand for Release of Earnest Money, 615 Wren Hollow Drive, Fairmont Springs, Missouri. Buyer: Simone Achebe. Contract dated July 28, 2026. Gateway Plains Title and Escrow File GP-26-3318

Dear Harold Brightman and June Brightman:

Introduction

We represent Simone Achebe, the buyer under the Residential Sale Contract dated July 28, 2026 for 615 Wren Hollow Drive, Fairmont Springs, Missouri [purchase_contract_excerpt.pdf p.1; firm notes]. Ms. Achebe terminated the contract under its financing contingency. We write to request that you sign a written release so that Gateway Plains Title and Escrow can return her earnest money deposit.

The contract and the deposit

You, as Sellers, and Ms. Achebe, as Buyer, entered into the contract on July 28, 2026, at a purchase price of $289,500.00 [purchase_contract_excerpt.pdf p.1]. The contract calls for earnest money of $7,500.00 to be deposited with Gateway Plains Title and Escrow as Escrow Agent. Gateway Plains' receipt shows that it received $7,500.00 from Ms. Achebe by wire on July 30, 2026 and holds it in File GP-26-3318 [purchase_contract_excerpt.pdf p.1].

Three provisions of the contract control:

- **Paragraph 5, Financing Contingency (contract page 2).** The contract is "contingent on Buyer obtaining a conventional loan of 90 percent of the purchase price." If the Buyer, "after making a good faith loan application, does not obtain loan approval, Buyer may terminate this Contract by written notice to Seller on or before August 25, 2026 (Financing Deadline), and the earnest money shall be returned to Buyer." [purchase_contract_excerpt.pdf p.1]
- **Paragraph 6, Loan Application (contract page 2).** "Buyer shall apply for the loan on or before August 4, 2026." [purchase_contract_excerpt.pdf p.1]
- **Paragraph 12, Earnest Money Disbursement (contract page 5).** The Escrow Agent "shall disburse the earnest money only on written release signed by Buyer and Seller, or on court order. Neither party shall unreasonably withhold a release when the Contract has been terminated under its terms." [purchase_contract_excerpt.pdf p.1]

Paragraph 19 (contract page 7) provides that notices "may be delivered by email to the party's agent at the address shown on the signature page." The signature page lists Craig Lunsford of Meadowline Realty as the listing agent [purchase_contract_excerpt.pdf p.1]. [ADD: section and

text of any default, forfeiture or liquidated damages clause in the full contract, or confirm there is none.]

How the deal ended

The records show the following sequence:

- **August 3, 2026.** Riverbend Community Lending received Ms. Achebe's application for a conventional loan of $260,550.00, one day before the Paragraph 6 application date of August 4, 2026 [loan_denial_letter.pdf p.1; purchase_contract_excerpt.pdf p.1].
- **August 11, 2026.** The lender received an appraisal of $291,000.00, above the purchase price [loan_denial_letter.pdf p.1].
- **August 12 and 13, 2026.** The lender requested updated pay stubs and employer verification on August 12, and Ms. Achebe provided them on August 13 [loan_denial_letter.pdf p.1].
- **August 15, 2026.** Ms. Achebe's employer, Summit Vale Medical Group, reduced her position from full time to part time [loan_denial_letter.pdf p.1; termination_notice_and_emails.pdf p.1]. The employer states that the change was made "due to a department reorganization" and "was made by the company and not at her request." [termination_notice_and_emails.pdf p.1]
- **August 18, 2026.** The lender completed employer verification by phone, and the employer reported the position change [loan_denial_letter.pdf p.1].
- **August 20, 2026.** Riverbend denied the application. Its stated reasons were that the employer reported the change from full time to part time effective August 15, 2026 and that "your verified income does not support the requested loan," and that the debt to income ratio exceeded program limits based on verified income [loan_denial_letter.pdf p.1]. The denial was sent to Ms. Achebe and to her agent, Nadia Pham [loan_denial_letter.pdf p.1].
- **August 21, 2026.** Ms. Achebe signed a Notice of Termination under Paragraph 5, addressed to you through Mr. Lunsford, attaching the denial and requesting return of the $7,500.00 [termination_notice_and_emails.pdf p.1]. At 3:02 PM, Ms. Pham emailed the signed notice and the denial to Mr. Lunsford and asked that you sign a release of earnest money. At 4:16 PM, Mr. Lunsford replied: "Received, will forward to the Brightmans." [termination_notice_and_emails.pdf p.1] This was before the August 25, 2026 Financing Deadline.
- **August 27, 2026.** Mr. Lunsford wrote to Ms. Pham that "My sellers will not sign. They think the buyer changed jobs on purpose and should forfeit the deposit." [termination_notice_and_emails.pdf p.1]
- **September 3, 2026.** Belinda Carr of Gateway Plains wrote to both agents that the firm holds $7,500.00 in File GP-26-3318 and "need[s] a release signed by all parties or a court order before we can disburse." [termination_notice_and_emails.pdf p.1]
- **September 10 and 14, 2026.** Summit Vale Medical Group issued its letter dated September 10, 2026. On September 14, 2026, Ms. Pham sent it to Mr. Lunsford and explained that Ms. Achebe's hours were cut by her employer, not by her choice. Our file reflects no reply [termination_notice_and_emails.pdf p.1].

These records show a timely loan application, prompt responses to the lender's requests, a written denial, and written notice of termination before the Financing Deadline. The employer's letter contradicts the claim that Ms. Achebe's change in hours was her own choice. The Paragraph 5 text we have reviewed does not make the return of the earnest money depend on the reason for a loan denial. Paragraph 12 provides that neither party shall unreasonably withhold a release once the contract has been terminated under its terms.

Amount at issue

Item	Date	Amount	Source
Earnest money deposit (wire received by Gateway Plains)	July 30, 2026	$7,500.00	[purchase_contract_excerpt.pdf p.1]
Total (as read from the escrow receipt)		**$7,500.00**	

Demand

We request that you sign the enclosed written release of earnest money and return it to our office, with a copy to Gateway Plains, by [ADD: response deadline]. The release will allow Gateway Plains to pay [ADD: demand amount] to Ms. Achebe from File GP-26-3318. If you contend that the contract entitles you to any part of the deposit, please send us, by the same date, the contract provision and the documents on which you rely.

[ADD: mediation, arbitration or attorney fee clause in the full contract, if any, and how this letter should address it.]

Ms. Achebe reserves all rights and remedies under the contract and applicable law, including the right to seek a court's determination of the deposit. Nothing in this letter waives any right or claim.

Jurisdiction points

This matter concerns a Missouri residential sale and is governed by Missouri law. Consistent with Paragraph 12, the escrow holder will usually need either written instructions signed by both parties or a court order before it releases a disputed deposit. Ms. Carr has confirmed that Gateway Plains requires one or the other [termination_notice_and_emails.pdf p.1]. [VERIFY: Missouri rule on escrow release, disputed deposits and interpleader] A signed release avoids the delay and expense of court action for all parties.

Please direct any response to me.

Sincerely,

Howard J. Barrow
Lindqvist Barrow LLC

Enclosure: [ADD: release of earnest money form]

cc: Belinda Carr, Escrow Officer, Gateway Plains Title and Escrow, File GP-26-3318, [ADD: escrow office address]