

**NEW MEXICO ASSOCIATION OF REALTORS®
CHANGES TO FORM 2104 - SEPTEMBER 2026**

- from the report that support Buyer's repairs/replacement. The removed language contradicted earlier language.
- Para. 33(B)(ii)**
- Added language **to clarify that Buyer shall not send the report or any portion of the report as it relates to monetary concessions. If Buyer is asking for both repair/replacement of items and monetary concessions, Buyer shall send the items of the report related to the repairs/replacement of items, but shall not send any portion of the report as it relates to the monetary concessions.**
- Para. 40(A)(ii)(d)**
- Added Language: **Buyer retains the right to object to an Existing Survey/ILR if one is provided by Seller. Objections are governed by Para. 33.**
- Para. 40(A)(iii)**
- Revised language: **removed # of days before Settlement/Signing Date for Seller to execute an Owner's Affidavit; now it must be done on or before the Settlement/Signing Date.**
- Para. 40(B)**
- **Revised language:** regarding if a new survey/ILR is required.
- Para. 41(B)**
- **Revised language:** revised deadline for Seller delivery of signed Non-Foreign Seller Affidavit to **"no less than"** ____ days (five[5] if left blank
- Para. 41(C)**
- **Added language:** at the end of the paragraph: ***Seller shall be responsible for any costs associated with Buyer's withholding; Seller hereby authorizes the title company to withhold any such costs from Seller proceeds.***
- Para. 65(N)**
- Added language: to Loan Estimate definition about when a Loan Estimate is generally not required.