

ESCROW AGEEMENT

THIS **ESCROW AGEEMENT** is made this ____ day of _____, 20__ by and among _____ Title Insurance Company at _____ (ADDRESS) (“Escrow Agent”) and _____ (name and address of party#1) and _____ (name and address of party#2)

WHEREAS, _____ and _____ have entered into a contract for sale and purchase dated _____ involving real property known as _____ in _____ County, in the State of _____; and

WHEREAS, the contract requires that _____ (e.g., certain documents and/or funds) be held in escrow; and

WHEREAS, _____ and _____ have requested that _____ Insurance Company serve as Escrow Agent in accordance with the terms and provisions of this Agreement;

NOW, THEREFORE, in consideration of the premises, the covenants and agreements herein and in said contract for sale and purchase and the prospective issuance of title insurance, it is agreed as follows:

1. _____ and _____ hereby appoint _____ Title Insurance Company as Escrow Agent under this Agreement.

2. The following _____ (documents and/or funds) are hereby delivered to Escrow Agent by _____ and _____ receipt of which Escrow Agent does hereby acknowledge:

(Describe amount or items held in Escrow)

described in this paragraph until written release/disbursement instructions are given to Escrow Agent by _____ and _____.

3. The following additional _____ (documents and/or funds) shall be delivered to Escrow Agent:(if none state **NONE**; if contemplated state delivery by whom and deadline date.)

4. All checks, money orders or drafts deposited with Escrow Agent under this Agreement will be processed for collection in the normal course of business. Escrow Agent may commingle funds received by it in escrow with funds of others and may, without limitation, deposit such funds in its trust or escrow accounts with _____ Title and Trust Company or any other reputable Trust Company, Bank, Savings Bank or Savings Association. It is understood that Escrow Agent shall be under no obligation to invest the funds deposited with it on behalf of any depositor unless specifically so directed in writing by depositor and agreed to in writing by Escrow Agent and any other party hereto, nor shall it be accountable for any incidental benefit attributable to the funds which may be received by Escrow Agent while it holds such funds. Escrow Agent shall not be liable for any loss caused by the failure, suspension, bankruptcy or dissolution of any such investment vehicle or fund.

5. Escrow Agent shall not be liable for any loss or damage resulting from the following :

(a) Any defects or conditions of title to any property except those resulting from its own acts, or insured by a title insurance policy of Chicago Title Insurance Company which is issued or to be issued. No title insurance liability is created by this Agreement.

(b) Any defects in the property purchased, obligations or rights of any tenant or other party in possession, the surrender of possession or any misrepresentations made by any other party.

(c) Any default, error, action or omission of any other party.

(d) The expiration of any time limit or other delay, unless such time limit was known to Escrow Agent and such loss is solely caused by failure of Escrow Agent to proceed in its ordinary course of business.

(e) Lack of authenticity, sufficiency and effectiveness of any documents delivered to it and lack of genuineness of any signature or authority of any person to sign any such document.

(f) Any loss or impairment of funds deposited in the course of collection or while on deposit with a Trust Company, Bank, Savings Bank or Savings Association resulting from failure, insolvency or suspension of such institution.

(g) Escrow Agent complying with any and all legal process, writs, orders, judgements, and decrees of any court whether issued with or without jurisdiction and whether or not subsequently vacated, modified, set aside or reversed.

(h) Escrow Agent asserting or failing to assert any cause of action or defense in any judicial, administrative or other proceeding either in the interest of itself or any other party or parties.

(i) Any good faith act or forbearance by Escrow Agent.

6. Escrow Agent shall have no obligation to inquire into the authenticity of any written instructions delivered to it as required by this Agreement nor to inquire as to the genuineness of any signature or authority of any person to issue such instructions.

7. If written notice of default, non-performance or dispute by or between the other parties hereto is given to Escrow Agent within reasonable time prior to its required performance by any such parties Escrow Agent shall notify in writing all other parties of the receipt of such notice and shall not be required to perform its obligations hereunder

if Escrow Agent deems it to be in its best interests not to so perform. If within (15) days from the date of mailing of such notice by Escrow Agent a written instruction reply has not been received by Escrow Agent or a conflicting instruction reply has been received within such time period from any party, Escrow Agent may in its sole discretion perform in accordance with its obligations hereunder or file any interpleader action to resolve the conflict. Escrow Agent shall be indemnified, saved and held harmless by the other parties for all of its expenses, costs and reasonable attorney fees incurred in connection with an interpleader action and such expenses, costs and fees may be deducted from the funds held hereunder.

8. If Escrow Agent is made a party to any judicial, non judicial or administrative action, hearing or process based on acts of any of the other parties hereto and on the malfeasance and/or negligence of Escrow Agent in performing its duties hereunder and which seeks to attach, recover or direct disbursement/release of the subject matter of this Agreement, the expenses, costs and reasonable attorney fees incurred by Escrow Agent in responding to such action, hearing or process may be deducted from the funds held hereunder and the proceeding shall indemnify save and hold Escrow Agent harmless from said expenses costs and fees so incurred.

9. The fee for the services of the Escrow Agent hereunder is _____ plus an additional fee of _____ per deposit of documents/funds made after _____ (date) which fee is to be the obligation of _____ and may be deducted from the escrow funds upon disbursement thereof. However, if at the time of a request for disbursement and/or release of escrow funds and/or documents as required hereunder, Escrow agent is advised or becomes aware that the subject transaction shall not close or is anticipated not to close pursuant to the contract for sale and purchase or to the terms hereunder by reason of a dispute between the other parties hereto or by reason of cancellation of such transaction by mutual consent, or if the request for Chicago Title Insurance policy covering said transaction is cancelled, Escrow Agent shall be entitled to the sum of _____ for services rendered hereunder to be paid prior to such disbursement/release or to be deducted from the escrow funds upon disbursement thereof or to be a permitted charge against such funds when deposited in court or in any proceedings hereinabove mentioned.

IN WITNESS WEHREOF, the undersigned have hereunto set their hands and seals as of this _____ day of _____, 20_____.

Witness:

_____ (seal)

_____ (seal)

_____ TITLE INSURANCE COMPANY

By _____ (seal)