

## Escrow Agreement

1. The Escrow Agent shall be liable as a depository only, and shall not be responsible for the accuracy of the form, sufficiency, correctness, execution or validity of documents deposited hereunder or any description of property or documents herein, nor shall it be liable in the respect on account of the identity, authority or rights of the persons executing or delivering or purporting to execute or deliver such documents or papers.
2. The Escrow agent shall not be liable for collection items, until the proceeds of the same in actual cash have been received, nor shall it be liable for the default in payment of any installment of principal or interest, nor the outlawing of any right under the Statute of Limitations with respect to any documents deposited; nor for the interest of any deposit of money. It may rely upon any paper, documents or any other writing believed by it to be authentic in making any delivery of money or property hereunder.
3. In accepting any funds, securities or documents delivered hereunder, it is agreed and understood that in the event of disagreement between the persons herein mentioned or persons claiming under any of them, the Escrow agent will and does reserve the right to hold all money, securities and property in its possession, and all papers in connection with or concerning the escrow until a mutual agreement has been reached between all of said parties, or until delivery is legally authorized by final judgment or decree of a court.
4. Neither party hereto shall have the right to change or vary the instructions herein without the written consent of all parties. The Escrow agent is authorized to act upon any document believed by it to be genuine and to be signed by the proper party or parties, and will incur no liability in so doing. The Escrow agent may, however, change the mailing address of either party upon written consent of said party to do so. Seller disbursement changes must be in writing.
5. The Escrow agent will make charges for its services in accordance with a schedule maintained in its Escrow Department. The Escrow agent reserves the right to change its schedule of charges at any time by posting a new schedule in its Escrow Department. There will be a \$50.00 returned check fee (returned for any reason), with additional late fee of \$5.00 per day after notice of said return has been made to the party issuing the returned check or ACH. In addition, all proceeds forwarded to the Seller will be recalled from the seller direct in the event the buyer does not make Funds available within 24 hours of notice given by the Escrow company's bank. If there is a wrapped mortgage and funds were issued to an underlying mortgage or bank, it will be at the sellers option to cover said funds or we will put a stop payment on the check at the expense of the seller. If additional late fees occur on this contract or the underlying, because of buyer's payment delay due tho this returned check, those will be the responsibility of the buyer. Seller can and will be encouraged to charge any additional fees incurred due to this NSF to the buyer in the form of Demand Letter per the Party's Real Estate Contract.
6. The parties shall also be liable for, and shall pay to the Escrow agent any fees and charges incurred by the Escrow Agent in holding documents in resolving disputes, and in receiving, remitting and applying payments. The Escrow agent shall be entitled to recover from the parties all of its attorney fees incurred in connection with any dispute relating to the documents or payments or in connection with any legal or administrative proceedings, including actions instituted by the Escrow Agent to resolve disputes with or between the parties. Annual support fee of \$50.00 will be due and payable prior to July 1<sup>st</sup> of each year. Demand processing fee of \$50.00 is due on each demand letter presented.
7. The Parties hereto understand and agree that they have entered into a contract with the Escrow agent to act as said depository and should either party intentionally by pass said Escrow agent by either making payments directly to the Seller or by accepting funds directly from the purchaser, said properties agree to be held legally liable for all fees which should have been due to the Escrow agent over the term of the contract. These Escrow instructions may be terminated by the parties at any time by delivering to the Escrow Agent written notice signed by all parties. The Escrow agent has the right to terminate its obligations hereunder by sending written notice of termination to the parties, which shall be effective 15 days after notice is deposited in the United States mail addressed to the parties at the addresses contained in the records of the Escrow agent. Upon the termination of said contract, either by payment in full or by the notice to the Escrow Agent, there shall be assessed a close-out fee, as posted in the Escrow Department.
8. The Escrow Agent may receive any payment called for hereunder after the due date thereof unless subsequent to the due date of such payment and prior to receipt thereof the Escrow Agent shall have been instructed in writing to refuse any such payment. The Escrow agent shall not be personally liable for any act it may do or omit to do hereunder as such agent, while acting in good faith and in the exercise of its own best judgment, and any act done or omitted by it pursuant to the advise of its own attorney(s) shall be conclusive evidence of such said faith.
9. The parties hereto understand that a computer receipt is generated on all payments made and it is responsibility of said parties to ascertain that each payment is applied to the contract to which it was intended.
10. The Escrow Agent shall be under no duty or obligation to ascertain the identity, authority or rights of the parties executing or delivering or purporting to execute or deliver these instructions or any documents or papers or payments deposited or called for hereunder, and assumes no responsibility or liability for the validity or sufficiency of these instructions or any documents or paper or payments deposited or for hereunder.

11. It is agreed that the Escrow Agent assumes no obligation or responsibility to procure abstract of title insurance nor will the Escrow Agent be responsible to see that said title is free and clear of any liens or encumbrances. It is recommended by this Escrow Agent that Title Insurance be obtained thru an outside title and abstract company, on all Real Property transactions.
12. A copy of any notice of default provided for in the contract or agreement, may be required by the Escrow Agent. In the event of default, Escrow Agent shall, in no event, have any obligation or responsibility to determine whether or not a claimed default has in fact occurred. In case of a claimed default on the part of a buyer, Escrow Agent may require seller to furnish Escrow Agent with proof of notice of default, and thereafter be released from any responsibility or liability in connection with this Escrow.
13. All payments received shall be accepted unless file is in demand status and amount is insufficient to meet said demand. Otherwise, amounts received shall be first applied to any outstanding Escrow fees or penalties, then to late fees as required in the contract or agreement, remainder if any will then be apportioned between interest and principal, and applied first to all interest due, at date of payment, and then to the principal balance. Buyer understands and agrees that all applicable fees and penalties must be included in addition to the contract payment to avoid the possibility of default, loss of investment through reversion of title and/or adverse effects of negative amortization.
14. Should either party to this contract request additional services from the Escrow Agent, other than the normal disbursement processing fee, said services will be paid for by the party requesting said services at the hourly rate posted in the Escrow Department.
15. Should the contract between the parties, deposited herewith, provide that the same shall not be assigned without the consent of one of them, the Escrow Agent shall not be obligated, in any event, to determine whether such consent has in fact been obtained, but the Escrow Agent may rely in making deliveries or payments hereunder on any executed assignment instrument, document or writing which on its face appears to be in proper form. Upon such an assignment being tendered to the Escrow Agent for acceptance, the Escrow Agent may, into its sole judgment, require additional escrow instructions to be executed prior to its acceptance of such tendered assignment.
16. This Escrow Agreement is subject to change. All changes will be posted on our website and/or mailed upon effect.

Buyer \_\_\_\_\_ / \_\_\_\_\_  
Seller \_\_\_\_\_ / \_\_\_\_\_