

File Number:
Purchaser:
Seller:
Property Address:

ESCROW AGREEMENT

Deposited with Century Title Agency Services, (the "Escrowee") is a copy of a Purchase Agreement dated _____ between _____
_____ (the "Purchasers") and _____
_____ (the "Sellers"), and an earnest money deposit check in the amount of \$_____ (the "Deposit"), pertaining to the above-referenced property. The Purchase Agreement is delivered for Escrowee's information, and the Deposit is being delivered to be held by Escrowee in escrow for delivery under one of the following terms and conditions:

1. Escrowee is authorized and directed to release the Deposit to the Sellers at the closing of the transaction contemplated under the Purchase Agreement;
2. Escrowee is also authorized and directed to release the Deposit in accordance with any written instructions signed by Sellers and Purchasers, it being understood and agreed that such written instructions shall clearly indicate the payee, method of delivery, and amount; or
3. In the event of a dispute as to the disposition of the Deposit, Escrowee may refuse to deliver funds. Escrowee is also authorized and may initiate an interpleader action as provided by law. Upon depositing the Deposit with the Court, Escrowee shall be released from any further liability under this Agreement. It is understood and agreed that should Escrowee file an interpleader action, Escrowee may charge the Deposit money for attorneys' fees and court costs. Escrowee may file an interpleader action and deposit the Deposit with the court at any time after _____.

Upon making such delivery, and performance of any other services included above, Escrowee will thereupon be released and acquitted from any further liability concerning the deposit, it being expressly understood that such liability in any event is limited by the terms and conditions set forth herein. By acceptance of this Deposit, Escrowee is in no way guaranteeing the sufficiency of the deposit, and Escrowee shall incur no liability for the failure of any financial institution used by it as an escrow depository. Escrowee shall not be responsible for the payment of any interest on the escrowed funds unless Directions to Invest are completed and accepted in writing by Escrowee.

In the event of an interpleader action or other litigation affecting its duties relating to this Deposit, Seller and Purchaser jointly and severally agree to reimburse Escrowee for any reasonable expenses incurred, including attorney fees.

In the event that any funds held in escrow remain unclaimed beyond six (6) months after the expiration date recited in this Agreement, Escrowee shall be entitled to a reasonable Administrative Fee to be deducted from the escrow proceeds.

Any changes in the terms or conditions hereof may be made only in writing signed by all parties or their duly authorized representatives.

For its services as herein set forth Escrowee is to be paid the sum of \$_____ by Purchaser/Seller. This Agreement shall expire on: _____.

Dated: _____

SELLER:

PURCHASER:

ESCROWEE:

Century Title Agency Services

By: _____

Title: _____