



TitleOne
a title & escrow co.

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Escrow Instructions for Deposit of Earnest Money

Escrow No. _____

Date: _____

Property Address: _____

To: TitleOne Corporation

The undersigned hereby hands you the sum of \$ _____, which you are to deposit into your trust account and hold, pending further instructions to follow.

These funds are to be credited to the undersigned Buyer(s) as payment in part of the purchase price of the above referenced property and in accordance with the terms and conditions set forth in the Purchase Agreement or Escrow Instructions existing between the undersigned parties.

The undersigned hereby acknowledge and understand that in the event of the cancellation of this escrow, all funds deposited, except loan funds, shall be held subject to cancellation instructions acceptable to TitleOne Corporation and signed by both buyer(s) and seller(s).

The undersigned also acknowledge and understand that fees advanced, Title Commitment Cancellation fees, or Escrow Cancellation fees may be deducted from these sums held in trust as compensation for services rendered by TitleOne Corporation. Commitment cancellation requires a minimum \$100 fee, pursuant to state regulations.

All money received by you in this escrow is to be deposited in your trust account pending closing. Seller and Buyer hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Escrow Holder has or may have other banking relationships and further consent to the retentions by and/or its affiliates of any and all benefits Escrow Holder which may be received from such financial institutions by reason of their maintenance of said trust accounts. Unless otherwise specifically agreed, you may commingle funds received by you in escrow with escrow funds of others and may deposit such funds in a checking account with any federally insured bank. It is understood that you shall be under no obligation to invest funds deposited with you on behalf of any depositor, nor shall you be accountable to the depositor for any earnings or other incidental benefits attributed to the funds, which may be received by you while you hold such funds. These instructions are effective for 120 days from date hereof; and, thereafter, without written instructions to continue, you are authorized and instructed to cancel this escrow. I/We, jointly and severally, agree to pay you any cancellation fee and all charges in connection therewith.

Should any disputes arise between parties interested in property or funds covered by these instructions, you shall have the option to hold all matters pending in their then existing status or to join in or commence a court action, or to bring an action in interpleader, at your option. Upon your determination to hold this escrow open for determination of the rights of the parties, you will be relieved of all responsibility to proceed until the rights of the parties are settled to your satisfaction. Further, you as Escrow Holder shall be entitled to continue to so refrain to act until (a) the parties hereto have reached an agreement in their differences and shall have notified the escrow holder in writing of such agreement or (b) the rights of the parties have been duly adjudicated by a Court of competent jurisdiction. It is further agreed that in the event of any suit or claim made against you by either or both parties to this escrow or in the event any suit is instituted by you to resolve your responsibility regarding conflicting claims of both parties to this escrow,

that said parties, jointly and severally, shall be required to pay you all expenses, costs and reasonable attorney's fees incurred by you in connection therewith, whether suit is instituted by you or any of the parties hereto, or not.

In the event of any disagreement between the parties hereto, or demands or claims made upon you by the parties hereto or interested herein or by any other party, you, as Escrow Holder, shall have the right to employ legal counsel to advise you and/or represent you in any suit or action brought affecting this escrow or the papers held in connection herewith or to bring an action in interpleader, at your option. The parties hereto shall be jointly and severally liable to you for any and all attorney's fees, costs, and disbursements incurred by you in connection with the employment of counsel in such conflict and, upon demand, the parties shall forthwith pay the same to you, as escrow holder. If you are required to institute suit to collect such sums as are owed to you pursuant to this or any other provisions of this instruction, you shall further be entitled to payment by the parties found liable for such unpaid charges of any costs and attorney's fees incurred in the prosecution of such action.

Buyer(s):

Seller(s):

Selling brokerage: _____

By: _____
Selling Agent

Listing brokerage: _____

By: _____
Listing Agent

The foregoing instructions are hereby received and accepted by **TitleOne Corporation**.

By: _____
Tami Culp