

To:

RE: Escrow No. _____
_____ to _____

I/We hand you herewith earnest money deposit in the amount of \$_____, which you are authorized and instructed to hold for credit to the account of the within-named Buyer in the above-referenced escrow, pending our further closing instructions.

In the event this transaction should fail to close, Kootenai Title Company, as escrow holder, shall await the deposit into escrow of mutually executed instructions from the undersigned Buyer and Seller, with regards to the disbursement of said funds, less cancellation fees due to Kootenai Title Company.

In the event that any controversy should arise between the parties hereto or with any third person, you shall not be required to determine the same or to take any action in the premises, but you may await settlement of any such controversy by joint instructions of the parties herein by appropriate legal proceedings. In the event that you should become a party to any such legal proceedings, we jointly and severally agree to pay and to hold you harmless from and against any and all costs, charges, damages, attorneys' fees or other expenses which you, in good faith, may incur.

Dated:

Buyer

Buyer

Seller

Seller

Receipt of herein-mentioned funds and instructions is hereby acknowledged.

By: _____