



## First American Title Company

### ESCROW INSTRUCTIONS for Holding Earnest Money

To: **First American Title Company**

Escrow Officer: \_\_\_\_\_

File No.: \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_

Date: \_\_\_\_\_

Re: Buyer(s): \_\_\_\_\_

Seller(s): \_\_\_\_\_

Property Address: \_\_\_\_\_

The undersigned, hereby hand you the sum of \$\_\_\_\_\_, which you are to deposit into your non interest bearing trust account and hold, pending further instructions to follow.

These funds are to be credited to the undersigned buyers(s) in connection with the sale 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 First American Title Company and signed by both buyers(s) and sellers(s).

The undersigned also acknowledge and understand that fees advanced, title commitment cancellation fees, and/or escrow cancellation fees may be deducted from these sums held in trust as compensation for services rendered by First American Title Company . Title commitment cancellation requires a minimum of \$100.00 fee pursuant to state regulations.

You may terminate this escrow and return all papers and monies to the parties herein only upon written executed instructions to you by all parties of this escrow and their agent(s) (if any) unless otherwise specified herein. Provided, however, that in the event of such termination of escrow the escrow holder may withhold from funds due either party, cancellation fees and any expense incurred by the escrow holder while this escrow is pending.

In the event any disputes arise between the principals hereto or with any third party during the course of this escrow, you shall have the option to hold all matters pending in their then existing status; join in or commence a court action, or 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. In any such event, you shall be held harmless from any damages or interest. The parties hereto agree to reimburse and indemnify you for any and all costs, charges, attorney fees, court costs, damages or other expenses incurred as a result of said dispute.

The individuals signing below on behalf of the respective parties hereto warrant that they are duly authorized to execute these instructions on behalf of said parties, and that such execution is binding upon said parties without further action or ratification.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

The foregoing instructions are hereby recieved and accepted by First American Title Company.

By: \_\_\_\_\_, Escrow Officer

Check # \_\_\_\_\_ or Wire Confirmation # \_\_\_\_\_