



ARTICLES OF AGREEMENT

DOCUMENTARY ESCROW

ESCROW NUMBER _____ DATE: _____

THIS ESCROW AGREEMENT made and entered into as of the _____ day of _____, 20 __, by and between _____ (herein after referred to as "Seller"), and _____ (hereinafter referred to as "Purchaser"), and FREEDOM TITLE CORPOATION, as Escrow Agent, (hereinafter referred to as "Escrow Agent").

WITNESSETH

WHEREAS, on the _____ day of _____, 20__, Seller and Purchaser entered into an Installment Agreement for Warranty Deed (hereinafter referred to as "Installment Agreement), a copy of which is attached hereto as Exhibit 1, for the sale and purchase of the property commonly known as _____ (such real property being hereinafter referred to as "Premises"), and WHEREAS, all of the parties have agreed to secure the consummation of said transaction by entering into this Escrow Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, and other good and valuable considerations, the receipt of which are hereby acknowledged, it is agreed by and between the parties as follows:

1. FREEDOM TITLE CORPORATION is hereby designated as "Escrow Agent" hereunder, and FREEDOM TITLE CORPORATION does hereby accept such designation and agrees to act as "Escrow Agent" for the purposes and on the terms and conditions hereinafter set for
2. Contemporaneously with the execution of this Escrow Agreement, the following are hereby deposited with the Escrow Agent, to be held by it in accordance with the terms of the Escrow Agreement:

CONTRACT SELLER:

Name:

Address:

Telephone:

hereby deposits:

(a)

(b)

(c)

(d)

(e)

CONTRACT PURCHASER:

Name:

Address:

Telephone:

hereby deposits:

(f)

(g)

(h)

(i)

(j)

The parties hereto/hereby jointly deposit:

(k)

(l)

(m)

(n)

(p)

You are hereby advised that this is a sale under an Articles of Agreement for Deed with terms as follows: \$ _____ @ _____% with a first payment due _____ and a final payment due _____. Monthly principal and interest payments are \$ _____, with a final _____ of \$ _____.

You are authorized and directed to retain the above deposits until you are in receipt of one of the following:

- (1) Joint written direction from the parties hereto.

OR

- (2) Proof of payment from the contract purchaser in the form of cancelled checks payable to the contract seller or receipts from the contract seller. When you are in receipt of said proof of payment, together with a statement from the contract purchaser that said proof of payment represents the total amount due under the Articles and they are aware of no reason why the Escrowee should not deliver the escrow deposits to them, you are to notify the contract seller that you are in receipt of such proof of payment and statement and unless they object within _____ days, you will deliver the escrow deposits to said contract purchaser. In the event you are not in receipt of an objection within the said _____ days, you are to deliver the escrow deposits to the contract purchaser. In the event you are in receipt of an objection from contract seller within the said _____ days, you are to continue to comply with the terms of the escrow, except that you are not to deliver the escrow deposits to any party until you are in receipt of a joint written direction or a final order of court.

In the event that you are in receipt of a written notice from contract seller that the contract purchaser is in default as a result of a non-payment under the terms of the Articles of Agreement, and a demand for the delivery of the escrow deposits to the contract seller, you are to notify the contract purchaser at the address shown herein by certified mail of the receipt of said notice and demand and unless said purchaser objects within _____ days from the date you your certified letter, you are authorized and directed to return all deposits then in your hands to the contract seller, without further notice to any party. In the event you are in receipt of a response from contract purchaser within the said _____ days, that he is not in default under the terms of the Articles of Agreement you are to continue to comply with the terms of the escrow except that you are not to deliver the escrow deposits to any party until you are in receipt of a joint written direction or a final order of court.

In the event contract seller notifies you in writing that contract purchaser is in default for any reason other than non-payment under the terms of the Articles of Agreement and makes demand for the delivery of escrow deposits to contract seller, you are to notify the contract purchaser at the address shown herein by certified mail of the receipt of such demand and notifying him that he has _____ days in which to respond to said demand. In the event you are not in receipt of such response within said _____ days, and provided contract seller has not notified you that said default has been cured, you are to deliver all escrow deposits to contract seller. In the event you are in receipt of a response from contract purchaser above within the said _____ days, that he is not in default under the terms of the Articles of Agreement, you are to continue to comply with the terms of the escrow except that you are not to deliver the escrow deposits to any party until you are in receipt of a joint written direction or a final order of court.

The escrowee is hereby authorized to disregard in its sole discretion any and all notices or warning given by any of the parties hereto, or by any other person or corporation, but the said escrow is hereby authorized to regard and comply with and obey any and all order, judgments or

decrees entered or issued by any court with or without jurisdiction; and in case the said escrowee obeys or complies with any such order, judgment or decree of any court it shall not be liable to any of the parties hereto or to any other person, firm, or corporation by reason of such compliance, notwithstanding any such order, judgment or

Decree be entered without jurisdiction or be subsequently reversed, modified, annulled, set aside or vacated. In case of any suit or proceeding regarding this escrow, to which said escrowee is or may be at any time a party, it shall have a lien on the contents hereof for any and all costs, attorney's fees and solicitor's fees whether such attorney(s) or solicitor(s) shall be regularly retained or specially employed, and other expenses which it may have incurred or become liable for on account hereof, and it shall be entitled to reimburse itself therefore out of said escrow deposit, and the undersigned jointly and severally agree to pay said escrowee upon demand all such costs, fees and expenses so incurred. Wherever under the terms and provisions of this Escrow Agreement the time for performance of a condition fall upon a Saturday, Sunday or holiday such time for performance shall be extended to the next business day.

While the parties have heretofore entered into an agreement (whether written or verbal) for the sale of the premises described herein, it is expressly agreed and understood by the parties hereto that escrowee shall be governed solely by the terms and provisions of the herein escrow instructions.

You are bill the escrow fee as follows: _____

Signature

Signature

Accepted by:

FREEDOM TITLE CORPORATION