

DEED AND MONEY ESCROW INSTRUCTIONS

ESCROW No. _____ Date: _____

A. _____ as Attorney for Seller(s), hereby deposit the following:

- 1) _____ Warranty Deed, _____ Deed in Trust, _____ Trustee's Deed, _____ Quit Claim Deed,
_____ Administrator/Administrix/Executors Deed

From _____

To _____

Conveying the premises described in Schedule "A" of the ALTA Commitment Escrow Number referred to herein above. Seller(s) also hereby deposit(s):

- 2) _____ Bill of Sale
- 3) _____ Affidavit of Title
- 4) _____ Payoff letter(s) re: existing encumbrance(s)
- 5) _____ Survey of Premises
- 6) _____ Tax/Special Assessment/SSA tax bill for _____
- 7) _____ Pay proceeds letter from land trustee, if any
- 8) _____ ALTA statements
- 9) _____ Form 1099 completed by each seller
- 10) _____
- 11) _____
- 12) _____
- 13) _____

_____ as Attorney for Purchaser(s), hereby deposit(s) the following:

- 1) \$ _____, in the form of Cash, Certified or Cashier's checks, made payable to Freedom Title Corporation, representing the following: a) the balance of the purchase price; b) purchaser(s) share of title, recording, Municipal Transfer Stamps (if any) and escrow fees; c) less prorations as set forth in buyer/seller closing statement.
- 2) _____ ALTA statements
- 3) _____
- 4) _____
- 5) _____

B. The Parties hereto will jointly deposit(s) the following:

- 1) _____ Executed Buyer/Seller Closing Statement
- 2) _____ State/County and _____ City/Village/Municipal Real Estate Transfer Tax Declarations
- 3) _____
- 4) _____

And, when Freedom Title Corporation is prepared to issue Chicago Title Insurance Company's ALTA Form Owner's Title Insurance Policy with/without extended coverage in the amount of \$ _____, subject to the usual terms, conditions and exceptions contained therein, insuring the title of Purchaser(s) in the Deed herein above described, subject only to the following:

- 1) General Real Estate Taxes for the years _____ and _____ and subsequent years;
- 2) Easements, building lines and building use or occupancy restrictions, if any;
- 3) Acts done or suffered by, or judgments against said purchaser, if any.
- 4) _____
- 5) _____
- 6) _____
- 7) _____

And, when you are prepared to comply with the terms and provisions described herein above, you are then hereby authorized and directed to proceed as follows:

- 1) Pay to yourselves the Seller(s) share of title, recording, escrow fees and the requisite amount to purchase State/County Transfer Stamps;

- 2) Pay to yourselves the Purchaser(s) share of title, recording, escrow fees and the requisite amount to purchase City/Village/Municipal Stamps (if any);
- 3) Pay an amount sufficient to procure cancellation and release of the existing mortgage encumbrance(s) pursuant to payoff letter(s) deposited herein;
- 4) Pay general real estate taxes/special assessments/SSA taxes for the year(s) _____;
- 5) Pay \$_____ as Broker's commission to _____;
- 6) Pay \$_____ as Attorney's fees to _____;
- 7) Pay \$_____ as Surveyor to _____;
- 8) Refund excess deposit to Purchaser(s) if any.
- 9) _____
- 10) _____
- 11) _____
- 12) _____
- 13) Pay balance of funds then remaining in your hands to the Grantors in the deed herein above described or as otherwise directed in writing by said Grantors or Land Trustee;
- 14) Deliver to the Purchaser(s) or his/her Representative noted in paragraph "A" the following:
 - 1) Bill of Sale; 2) Affidavit of Title and 3) Survey

You are further directed to affix to the deed, the State/County/Municipal (if any) Transfer Stamps then record said deed.

Deliver Owner's Policy to:

In the event either party fails to make its deposits herein required on or before _____, you are authorized and directed to continue to comply with the instructions herein contained until you receive a written demand from any party hereto, who himself is not in default hereunder, for the return of his deposits. Upon receipt of such demand, and without written notice to any other party, you are directed to return all deposits then in your hands to the order of the respective depositors. In such event this Escrow shall be terminated.

Whenever, under the terms and provisions of these Escrow instructions, the time for performance of a condition falls upon a Saturday, Sunday or Holiday, such time for performance shall be the next business day.

Seller(s) and Purchaser(s) have hereto entered into an agreement (whether written or verbal) for the sale and purchase of said premises described herein, and this Escrow Agreement shall not be deemed to alter the terms thereof. It is further expressly agreed and understood by the parties hereto that Escrowee shall be governed solely by the terms and provisions of these Escrow Instructions.

FREEDOM TITLE CORPORATION SHALL HAVE THE FULL RIGHT, POWER AND AUTHORITY TO COMMINGLE ANY AND ALL FUNDS AT ANY TIME CONSTITUTING SAID DEPOSIT OR PART THEREOF WITH FREEDOM TITLE CORPORATION'S OTHER ESCROW FUNDS AND ALL INCOME, IF ANY, DERIVED FROM ANY USE WHICH ESCROWEE MAY MAKE OF ANY DEPOSITS SHALL BELONG TO FREEDOM TITLE CORPORATION.

PURCHASER(S):

SELLER(S):

ACCEPTED BY:

FREEDOM TITLE CORPORATION