

EARNEST MONEY ESCROW AGREEMENT

This Earnest Money Agreement is made effective this _____ day of _____, 20____, by and between Mario Alvarez, ("Seller"), _____, ("Buyer"), and HERITAGE TITLE SERVICES, INC., ("Escrow Agent").

RECITALS

- A. Buyer has submitted and Seller has accepted a Purchase Agreement, ("Purchase Agreement"), for the 10935 real property located at N. Oriole Lane mequon WI
- B. Pursuant to the Purchase Agreement, Buyer is to deposit certain earnest monies with the Escrow Agent.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in the Purchase Agreement, the parties agree as follows:

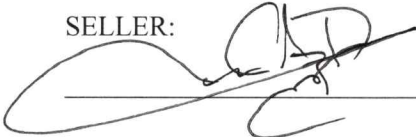
1. Buyer shall deposit \$ _____, ("Deposit"), in escrow with Escrow Agent. Escrow Agent shall hold and disburse the Deposit in accordance with the terms of this Escrow Agreement. The Deposit shall not be invested in an interest-bearing account. Any additional earnest money deposited by Buyer with the Escrow Agent in accordance with the Purchase Agreement shall be added to and be deemed to be a part of the Deposit held hereunder.
2. Escrow Agent shall disburse the Deposit as follows:
 - A. Upon receipt of a written mutual agreement from Seller and Buyer instructing Escrow Agent to disburse the Deposit.
 - B. Upon receipt of written notice from Buyer that Buyer is terminating the Purchase Agreement, and that Buyer is entitled to a refund of the Deposit, Escrow Agent shall, within three business days after receipt of Buyer's notice, give written notice to Seller of Buyer's demand. Thereafter, Escrow Agent shall disburse the Deposit thereon to Buyer, unless Seller objects in writing to such disbursement within three business days after Escrow Agent notifies Seller of Buyer's request for disbursement. If Seller does so object, then the Escrow Agent shall continue to hold the Deposit until it receives a written mutual agreement regarding the Deposit from both the Seller and Buyer, or, until the Escrow Agent receives written instructions, by order, from a court of competent jurisdiction.
 - C. Upon receipt of written notice from Seller that Seller is entitled to receive the Deposit, Escrow Agent shall, within three business days after receipt of Seller's notice, give written notice to Buyer of Seller's demand. Thereafter, Escrow Agent shall disburse the Deposit to Seller, unless Buyer objects in writing to such disbursement within three business days after Escrow Agent notifies Buyer of Seller's request for disbursement. If Buyer does so object, then the Escrow

Agent shall continue to hold the Deposit until it receives a written mutual agreement regarding the Deposit from both the Seller and Buyer, or, until the Escrow Agent receives instructions, by order, from a court of competent jurisdiction.

3. All notices and communications herein required to be given or made to Seller, Buyer or Escrow Agent shall be deemed to be served when personally delivered, or if sent by overnight courier or other means of prepaid recorded communication, when delivered to the courier, or if mailed, three days after deposit in the United States mail, registered or certified mail, postage prepaid, return receipt requested, and shall be addressed to Seller, Buyer or Escrow Agent, as applicable, as their respective addresses as stated below.
4. The duties and obligations of Escrow Agent shall be determined solely by the express provisions of this Escrow Agreement. Escrow Agent shall not be liable except for the performance of the duties and obligations specifically set forth herein. In furtherance of and not in limitation of the foregoing: (a) Escrow Agent shall not be responsible in any manner, and Buyer and Seller shall reimburse and indemnify Escrow Agent for and hold it harmless against any and all expense including, but not limited to, reasonable attorneys' fees, incurred, arising out of, or in connection with its acceptance of or performance of its duties and obligations under this Escrow Agreement: and (b) Escrow Agent shall not be liable for any error in judgment or for any act done or any omitted act by Escrow Agent in good faith.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the day and year first above written.

SELLER:



Address: _____

Phone: _____

BUYER:

Address: _____

Phone: _____

ESCROW AGENT:

HERITAGE TITLE SERVICES, INC.

17450 W. North Avenue
Brookfield, WI 53045
262-785-9555