EARNEST MONEY ESCROW AGREEMENT

File Number:

Property Address: ____

The undersigned Seller, Buyer and Escrowee hereby agree that Buyer shall deposit with Escrowee the earnest money of $____________________ (the Funds) called for by the attached Commercial Offer to Purchase dated ________________________________ as amended if amended (the Purchase Agreement), to be held by Escrowee until the occurrence of one of the following:

1. On closing of the sale of real estate as described in the Purchase Agreement, Escrowee shall deliver the Funds to Seller as part of Buyer's purchase money.
2. On receipt of a notice from Buyer or Seller as described in the Purchase Agreement instructing you to deliver the Funds. In the event that Escrowee shall receive any notice from the Buyer or Seller pursuant to this Agreement, Escrowee shall, as soon as is reasonably practicable, deliver a copy thereof to the other party. Thereafter, Escrowee shall hold the Funds for 30 days without disbursement. If on the 30th day Escrowee shall not have received a notice from the other party contradicting such instruction (a Contradicting Instrument), Escrowee shall deliver the Funds to the requesting party. In such event, Escrowee shall have no further liability hereunder. In the event Escrowee receives a Contradicting Instruction before having delivered the Funds to the requesting party, Escrowee shall continue to hold the Funds until the happening of one of the following:

    a. Receipt of Escrowee of joint instructions from Buyer and Seller to deliver the Funds to a named party; or
    b. Delivery of the Funds by Escrowee, at Escrowee's sole discretion, and at any time after receipt of a Contradicting Instruction, to a court of competent jurisdiction. Such delivery may be by interpleader or other writ or petition. Buyer and Seller agree that, after the Funds are delivered to court under this paragraph, Escrowee shall have no further liability hereunder and shall not be a necessary or permitted party in any action brought regarding the Funds; or
    c. Entry and receipt by Escrowee of an order or a court of competent jurisdiction ordering Escrowee to deliver the Funds.

3. After the date for closing in the Purchase Agreement and Escrowee has not received a notice as described under (2) above. Escrowee may, at Escrowee's sole discretion, deliver the Funds to a court of competent jurisdiction as described in (2)(b) above.

This agreement shall be subject to and controlled by the terms of the Offer to Purchase. Whenever the Offer to Purchase shall refer to Broker in connection with earnest money, "Broker" shall be read to mean the Escrowee.

Escrowee shall not be liable for any acts or omissions done in good faith. Buyer and Seller hold Escrowee harmless for all out-of-pocket expenses incurred by Escrowee, as to all reasonable actions taken in accordance with this agreement.

This agreement may be executed by the parties hereto in counterpart. When each party has executed a copy of the release, the executed copies taken together shall have the same force and effect as if executed in one document.

Dated this _________ day of ______________________, 20___.

Seller:	Buyer:
______________________________	______________________________
______________________________	______________________________
(PRINT)	(PRINT)
______________________________	______________________________
(PRINT)	(PRINT)
______________________________	______________________________
ADDRESS	ADDRESS
______________________________	______________________________
CITY STATE ZIP	CITY STATE ZIP
______________________________	______________________________
PHONE	PHONE

Escrowee

U S TITLE & CLOSING SERVICES, LLC

by: ____