

1st Service Title and Closing, Inc.  
3380 S 108 St. #101  
Greenfield, WI 53227  
Phone: 262-794-9000 Fax: 262-794-9013  
Email: documents@1servicetitle.com

## ESCROW AGREEMENT FOR EARNEST MONEY

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
by: Susan N. Mingesz, herein after  
referred to as "SELLER" and \_\_\_\_\_, herein after referred to as  
"BUYER" and 1st Service Title and Closing, Inc., herein referred to as "ESCROW AGENT"

WHEREAS the seller and buyer have entered into an agreement to purchase real estate located  
AT: 144 Fountain Ave B, Waukesha, WI Said Real Estate  
being more fully described in 1st Service Title and Closing, Inc. Title commitment number # \_\_\_\_\_

NOW THEREFORE, in order to have funds available for Earnest Money Down Payment

- 1) SELLER/BUYER agrees to deposit the sum of \$ \_\_\_\_\_ with the ESCROW AGENT for Down Payment. These funds shall be credited to the buyer at closing upon completion of this purchase of said property.
- 2) SELLER AND BUYER agree to provide the ESCROW AGENT with a Signed Mutual Release of the offer to purchase before any Earnest Money Deposit funds can be returned to the party that is entitled to the Earnest Money if the property purchase does not go through.
- 3) SELLER AND BUYER agree hereto hold ESCROW AGENT, its agents and employees, harmless for its relationship to this escrow and any act performed by it in good faith. SELLER AND BUYER agree to indemnify ESCROW AGENT for any fees it may incur in the administration of this escrow, including Attorney Fees.
- 4) 1st Service Title and Closing, Inc. my resign as ESCROW AGENT in this matter upon 30 days notice to both SELLER AND BUYER. Said notice to be delivered either personally or by certified mail.
- 5) In the event of any dispute regarding this Escrow Agreement, ESCROW AGENT shall not be required to resolve or take any action pending the resolution of such dispute but shall comply with any court order or decree pertaining to such dispute or the disbursements of the escrowed funds.
- 6) 1st Service Title and Closing, Inc. shall not be responsible for any penalties or loss of principal or interest of any delays in the withdrawal of the funds which may be imposed by the Depository as a result of making or redeeming of the investment pursuant to our instructions, nor shall ESCROW AGENT be liable for any loss or impairment of funds while those funds are in the course of collection or while those funds are on deposit in a financial institution if such loss of impairment results from the failure, insolvency or suspension of a financial institution.
- 7) Only certain types of investments are insured (Certificates of Deposit, Money Markets). No investment is insured for more than \$100,000.00 dollars.
- 8) Additional agreement between SELLER and BUYER is listed below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Dated this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
BUYER