EARNEST MONEY ESCROW AGREEMENT

This Escrow Agreement is made part of the Offer to Purchase dated ______________________________, between____, (BUYER), and ____, (SELLER), for the property located at____, Wisconsin. The BUYER shall deliver earnest money in accordance with lines 59-60 of the Offer to Purchase and earnest money shall be held by Prism Title (ESCROWEE).

DISBURSEMENT: If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from the payee's depository institution if the earnest money is paid by check) to the person(s) who paid the earnest money. At closing, the earnest money shall be disbursed according to the closing statement. If the Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to the Offer. If said disbursement agreement has not been delivered to ESCROWEE within 60 days after the date set for closing, the ESCROWEE may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to the Offer; (3) as directed by court order; (4) upon authorization granted within the Offer; or (5) any other disbursement required or allowed by law. The ESCROWEE may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and the ESCROWEE may deduct from the earnest money any costs and reasonable attorney's fees, not to exceed $250, prior to disbursement.

LEGAL RIGHTS/ACTION: The ESCROWEE'S disbursement of earnest money does not determine the legal rights of the Parties in relation to the Offer. Buyer's or Seller's legal right to the earnest money cannot be determined by the ESCROWEE. At least 30 days prior to disbursement per (1), (4), or (5) above, where the ESCROWEE has knowledge that either Party disagrees with the disbursement, the ESCROWEE shall send Buyer and Seller written notice of the intent to disburse by certified mail. If Buyer or Seller disagrees with the ESCROWEE's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with one to four units. Buyer and Seller should consider consulting attorneys regarding their legal rights under the Offer in case of a dispute. Both Parties agree to hold the ESCROWEE harmless from any liability for good faith disbursement of earnest money in accordance with the Offer or applicable Department of Safety and Professional Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

(X) ________________________________	(X) ________________________________
SELLER:	BUYER:
(X) ________________________________	(X) ________________________________
SELLER:	BUYER:

414.369.6000
16620 W. Bluemound Rd.
Brookfield, WI 53005