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MEMBERS TITLE GROUP
CLOSE WITH CONFIDENCE

15850 W. Bluemound Rd. Ste.
205, Brookfield, WI 53005
info@memberstitlegroup.com
262-229-2261 | 888-600-0979

EARNEST MONEY ESCROW AGREEMENT

(non-interest bearing)

THIS AGREEMENT, entered into on _____, by and between _____ ("Depositor"); and Members Title Group, LLC ("Company") as follows:

WHEREAS, Depositor desires to purchase real property described in Schedule A of Title Insurance Commitment No._____ and more commonly known as _____ ("Property"); and

WHEREAS, Depositor desires Company to hold the earnest money for the purchase of the Property;

NOW, THEREFORE, It is agreed hereby that the sum of _____ and 00/100 Dollars ($_____), or such other amount(s) as are paid to the Company under the offer to purchase or other purchase agreement, shall be held in escrow by the Company under the following terms and conditions:

1. Company shall hold the escrowed funds in its trust account pending closing. Buyer acknowledges that this account does not bear interest.

2. Company shall be entitled to an escrow fee of $150.00, which will be deducted from the escrowed funds upon release unless sooner paid. This fee will be waived if the escrowed funds are applied to the closing of the Property.

3. Upon the closing of the Depositor's purchase of the property, Company shall disburse the escrowed funds in accordance with the written instructions provided to Company by Depositor not less than 24 hours prior to the closing.

4. In the event that Depositor does not purchase the Property within THIRTY (30) days after the closing date specified in the Offer to Purchase and any subsequent Amendments, Company shall disburse the escrowed funds, less the escrow fee, to the Depositor or pursuant to joint written instructions signed by the depositor and the parties to the Offer to Purchase.

5. In the event of any disagreement or controversy pertaining to the escrowed funds, the Company will not disburse said funds until it receives written instructions signed by both the Buyer and Seller, or an order from a court of competent jurisdiction, directing payment of the escrowed funds. Should any dispute cause Company to hold the escrowed funds beyond the date when this Agreement would have terminated but for the dispute, Company shall be entitled to an annual maintenance fee of $25.00, to be borne equally by all parties to this Agreement other than the Company. In the alternative, in the event of litigation involving the escrowed funds in whole or in part, the Company is authorized to deposit said funds with the Clerk of Courts for the jurisdiction where the litigation is pending. Upon such deposit, Buyer and Seller shall dismiss Company from all litigation and Company shall be released from any further liability under this agreement.

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6. In the event that the check(s) used to fund this Escrow Agreement do not clear the Company's account for any reason, the Company may, at its sole option, declare this Escrow Agreement null and void. In such event, the Company's sole duty under this Escrow Agreement shall be to notify the parties in writing that the Escrow Agreement has been terminated due to the failure of funding.

The parties hereto expressly agree that the Company assumes no liability or responsibility to Depositor as to the completion of the purchase of the Property, the state of title to the Property, the adequacy of the funds deposited, or for any other matter except for the disbursement of funds pursuant to the terms hereof.

IN WITNESS WHEREOF, the parties set their hands and seals on the date set forth above.

DEPOSITOR

_____

Address: _____

Phone: _____

Email: _____

MEMBERS TITLE GROUP, LLC

_____
Brandi Monreal, Vice President

NOTE: Please send executed Earnest Money Escrow Agreement and your check for earnest money payable to Members Title Group, LLC to the address listed above

If earnest money is wired to MTG, you may either scan and email this document to info@memberstitlegroup.com, fax this document to 888-600-0979, or return by mail.