

JOINT ESCROW INSTRUCTIONS REGARDING EARNEST MONEY

TO: _____ Title Company (the "Company")

Re: Seller: _____
Buyer: _____
Property Address: _____

The undersigned Seller and Buyer do hereby deliver to the Company in escrow the following documents and money as hereinafter described to be held and disposed of by the Company in accordance with the following instructions and upon the following terms and conditions (the "Agreement"):

1. The following documents and money have been, or will be, deposited with the Company:
 - a. The sum of \$ _____ (the "Earnest Money") in the form of a (check one) personal check, cashier's check, or wire, which shall be deposited into a non-interest-bearing trust account; and
 - b. A copy of a fully executed Real Estate Purchase Contract dated _____ (the "Purchase Agreement"), between Buyer and Seller.
2. The terms of this Agreement shall control and supersede those of the Purchase Agreement with respect to the handling and eventual disbursement of the Earnest Money by the Company, including but not limited to Paragraphs 8.1(b), 8.2(a), and 8.3(b). The terms of this Agreement shall not, however, in any event be interpreted to modify the rights and remedies set forth in Paragraph 16.
3. Upon the closing of the transaction contemplated by the Purchase Agreement (the "Transaction"), the Earnest Money shall be applied to the purchase price for the benefit of Buyer or as otherwise directed in writing by Buyer.
4. If the Transaction is cancelled or does not close for any reason, the Company will disburse the Earnest Money only after receipt of **mutual written instructions from Buyer and Seller**.
5. If the Company becomes aware of a dispute between Buyer and Seller or has not received mutual written instructions from Buyer and Seller within sixty (60) days after the settlement deadline, the Company shall be entitled, at the Company's sole and absolute discretion, to (i) refrain from acting until the dispute has been resolved; and/or (ii) file an action in interpleader for the purpose of having the respective rights of the claimants adjudicated and deposit with the court the Earnest Money and all documents held hereunder.
6. Seller and Buyer agree that the Company shall have no liability pursuant to these instructions other than to hold and disburse the Earnest Money as set forth above. Seller and Buyer shall jointly and severally indemnify and hold the Company harmless against all claims, liability, damages, expenses, and attorney's fees that the Company may incur or sustain in connection with, or arising from, these instructions (including, without limitation, the holding of the Earnest Money) or the Transaction. Seller and Buyer further agree that in the event of a dispute, the Company may use all or a portion of the Earnest Money to cover any costs it may incur as a result of that dispute, including but not limited to attorney fees and court costs.

Buyer Date

Seller Date

Buyer Date

Seller Date

Buyer Address: _____

Seller Address: _____