

ESCROW DEPOSIT AGREEMENT

COURTESY TITLE, INCORPORATED, herein called Agent, is authorized and agrees by acceptance of said Escrow Deposit, to hold same in escrow and subject to clearance, disburse them in accordance with terms and conditions of the Contract. (Contract being the Real Estate Contract between Buyers and Sellers.) Failure of funds to clear shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of the Real Estate Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgement of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the Clerk of the Circuit Court having jurisdiction of the dispute. Upon notifying all parties concerned of such action, all liability on the part of the Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow and any suit wherein between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to be paid from and out of the escrowed funds, or equivalent and charged and awarded as court costs in favor of the prevailing party. The Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of the Real Estate Contract or gross negligence of Agent.

DEPOSITS: All checks, money orders or drafts will be processed for collection in the normal course of business. Escrow Agent may commingle funds received by it in escrow with escrow funds of others, and may, without limitation, deposit such funds in its custodial or escrow funds of others, and may, without limitation, deposits such funds in its custodial or escrow accounts with any reputable trust company, bank, savings association, or other financial services entity, including any affiliate of Escrow Agent. It is understood that Escrow Agent shall be under no obligation to invest the funds deposited with it on behalf of any depositor, nor shall it be accountable for any earnings or incidental benefit attributable to the funds which may be received by Escrow Agent while it holds such funds.

Upon completion of the disbursement of the funds and delivery of instruments, if any, Escrow Agent shall be automatically released and discharged of its escrow obligations hereunder.

SELLER

BUYER

SELLER

BUYER

COURTESY TITLE, INC.

REALTOR

DATE

PROPERTY ADDRESS