

Fidelity National Title Company, LLC , Escrow Trustee **Date:**
20 N Clark, Ste 200
Chicago, IL 60602
Phone: (312)621-5000 Fax: (312)621-5033

Escrow No.:

CUSTOMER IDENTIFICATION:

Seller:

Purchaser:

Property Address:

Project Reference:

Proposed Disbursement Date:

DEPOSITS:

1. The sum of _____ by: _____ representing: Deposit or earnest money

DELIVERY OF DEPOSITS:

The above-referenced escrow trust deposits ("deposits") are deposited with the escrow trustee to be delivered by it only upon the receipt of a joint order of the undersigned or their respective legal representatives or assigns.

In no case shall the above-mentioned deposits be surrendered except upon the receipt of an order signed by the parties hereto, their respective legal representatives or assigns, or in obedience to the court order described below.

BILLING INSTRUCTIONS:

Escrow trust fee will be billed as follows:

An annual maintenance fee, as determined by the then current rate schedule, will commence .

PLEASE NOTE: The escrow trust fee for these joint order escrow trust instructions is due and payable within thirty (30) days from the projected disbursement date (which may be amended by joint written direction of the parties hereto). In the event no projected disbursement date is ascertainable, said escrow trust fee is to be billed at acceptance and is due and payable within thirty (30) days from the billing date. Fidelity National Title Company, LLC , at its sole discretion, may reduce or waive the escrow trust fee for these joint order escrow instructions in the event the funds on deposit herein are transferred to or disbursed in connection with sale escrow trust instructions or an agency closing transaction established at Fidelity National Title Company, LLC .

INVESTMENT:

Deposits made pursuant to these instructions may be invested on behalf of any party or parties hereto; provided that any direction to escrow trustee for such investment shall be expressed in writing and contain the consent of all other parties to this escrow, and also provided that you are in receipt of the taxpayer's identification number and investment forms as required. Escrow trustee will, upon request, furnish information concerning its procedures and fee schedules for investment.

**ESCROW TRUST INSTRUCTIONS
STRICT JOINT ORDER #1
(EARNEST MONEY)**

(continued)

COMMINGLE:

Except as to deposits of funds for which escrow trustee has received express written direction concerning investment or other handling, the parties hereto agree that the escrow trustee shall be under no duty to invest or reinvest any deposits at any time held by it hereunder; and, further, that escrow trustee may commingle such deposits with other deposits or with its own funds in the manner provided for the administration of funds under Section 2-8 of the Corporate Fiduciary Act (205 ILCS 620/2-8) and may use any part or all such funds for its own benefit without obligation to any party for interest or earnings derived thereby, if any. Provided, however, nothing herein shall diminish escrow trustee's obligation to apply the full amount of the deposits in accordance with the terms of these escrow instructions.

In the event the escrow trustee is requested to invest deposits hereunder, Fidelity National Title Company, LLC is not to be held responsible for any loss of principal or interest which may be incurred as a result of making the investments or redeeming said investment for the purposes of these escrow trust instructions.

LIABILITY OF ESCROW TRUSTEE:

Undersigned hereby agrees that escrow trustee shall only be liable for gross negligence and willful misconduct in the duties under this agreement and shall not be bound by this agreement unless acceptance is initialed below. Escrow trustee may act in reliance upon any writing, instrument or signature which it, in good faith, believes to be genuine; may assume the validity and accuracy of any statements or assertions contained therein; and may assume that any person signing such writing had been duly authorized to do so. Escrow trustee reserves the right to resign as holder of this escrow at any time with notice to the parties, and if necessary may petition a court to appoint a successor escrow holder. The liability of escrow trustee is limited to proper payment of the amount of the funds placed in escrow and damages for any improper payment are limited to the amount of the funds placed in escrow.

COMPLIANCE WITH COURT ORDER:

The undersigned authorize and direct the escrow trustee to disregard any and all notices, warnings or demands given or made by the undersigned (other than jointly) or by any other person. The said undersigned also hereby authorize and direct the escrow trustee to accept, comply with, and obey any and all writs, orders, judgments or decrees entered or issued by any court with or without jurisdiction; and in case the said escrow trustee obeys or complies with any such writ, order, judgment or decree of any court, it shall not be liable to any of the parties hereto or any other person, by reason of such compliance, notwithstanding any such writ, order, judgment or decree be entered without jurisdiction or be subsequently reversed, modified, annulled, set aside or vacated. In case the escrow trustee is made a party defendant to any suit or proceedings regarding this escrow trust, the undersigned, for themselves, their heirs, personal representatives, successors, and assigns, jointly and severally, agree to pay to said escrow trustee, upon written demand, all costs, attorney's fees, and expenses incurred with respect thereto. The escrow trustee shall have a lien on the deposit(s) herein for any and all such costs, fees and expenses. If said costs, fees and expenses are not paid, then the escrow trustee shall have the right to reimburse itself out of the said deposit(s).

RIGHT TO INTERPLEAD:

The parties agree that escrow trustee shall not interplead any funds in escrow until and unless there is a dispute among two or more parties hereunder with respect to the disposition of funds held in escrow. If any dispute arises among any two (2) or more of the parties hereunder and such parties fail to resolve such dispute or commence an arbitration proceeding to resolve such dispute within thirty (30) days after a written demand by escrow trustee to do so, then the escrow trustee shall have the right to interplead the amounts in controversy into a court of competent jurisdiction and, upon the deposit of said funds into court as aforesaid, escrow trustee shall have no further obligations hereunder with respect to such funds. All costs of any such interpleader action shall be reimbursed to escrow trustee from the funds deposited hereunder.

ESCROW TRUST INSTRUCTIONS
STRICT JOINT ORDER #1
(EARNEST MONEY)
(continued)

EXECUTION:

These escrow trust instructions are governed by and are to be construed under the laws of the state of Illinois. The escrow trust instructions, amendments or supplemental instructions hereto, may be executed in counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

SELLER(S):

Date

Address: _____

Phone: _____

PURCHASER(S):

Date

Address: _____

Phone: _____

ACCEPTED:

Fidelity National Title Company, LLC , as Escrow Trustee

Signature

Date

By: _____

Print Name

Its: _____

Print Title