



EQUITY TITLE OF COLORADO

3950 Lewiston, Suite 100
Aurora, CO 80011
Phone: (303) 373-5500 • Fax: (303) 373-5548

ESCROW INSTRUCTIONS

Date: _____

Order No.: _____

The undersigned deposit with **Equity Title**, as Escrow Agent, the items set forth in **Schedule A** herein, to be held by said Escrow Agent subject to the terms and conditions hereof, and the Special Instructions set forth in **Schedule B** herein.

1. The provisions as set forth in **Exhibit 1 General Provisions** attached hereto are by reference incorporated into these Escrow Instructions.

2. If the deposits, as set forth in **Schedule A**, have not been withdrawn before _____ pursuant to the Special Instructions, as set forth in **Schedule B**, the Escrow Agent shall deliver said deposits as follows: (State to whom each item is to be returned in such event)

Deposited items shall be returned to the depositing party(s)

at the address stated below, and thereupon, **Equity Title** shall be relieved of all liability and responsibility under these instructions.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their signatures, and hereby adopt as a part of this instrument Schedules A and B hereto. attached

Seller Signature

Buyer Signature

Seller Signature

Buyer Signature

Seller's Address/Phone No.

Buyers' Address/Phone No.

Seller's Phone No.

Buyer's Phone No.

Escrow Fee \$ _____, to be paid by _____

The foregoing instrument was acknowledged before me this day _____ by: _____ and _____

Witness my hand and official seal

Notary Public
My Commission Expires: _____

ACCEPTED:

EQUITY TITLE OF COLORADO

By _____

**EXHIBIT 1
GENERAL PROVISIONS**

**SCHEDULE A
(Deposits)**

The following items have been deposited with **Equity Title:**

Earnest Money Deposit in the amount of \$ _____ by

_____, deposited by purchaser.

Seller's closing funds in the amount of \$ _____ deposited by seller.

All original documents pertaining to and required for the closing of the subject property, including but not limited to the Deed conveying subject property from seller to purchaser (deposited by seller), and if applicable, the Promissory Note and Deed of Trust from the lender's loan package.

**SCHEDULE B
(Special Instructions)**

RECEIPT OF THE herein documents and instructions is hereby acknowledged and accepted this _____

Equity Title

By: _____

Initials: _____

EXHIBIT 1
GENERAL PROVISIONS

- 1) The instructions may be supplemented, altered, amended, modified or revoked by writing only signed by all of the parties hereto, and approved by the Escrow Agent, upon payment of all fees, cost and expenses incident thereto.
- 2) No assignment, transfer, conveyance or hypothecation of any right, title or interest in and to the subject matter of this Escrow shall be binding upon the Escrow Agent unless written notice thereof shall be served upon the Escrow Agent and all fees, costs and expenses incident thereto shall have been paid and then only upon the Escrow Agent's assent thereto in writing.
- 3) Any notice required or desired to be given by the Escrow Agent to any party to this Escrow may be given by mailing the same addressed to such party at the address given below the signature of such party or the most recent address of such party shown on the records of the Escrow Agent, and notice so mailed shall for all purposes hereof be as effectual as though served upon such party in person at the time of depositing such notice in the mail.
- 4) The Escrow Agent may receive any payment called for hereunder after the due date thereof unless subsequent to the date of such payment and prior to the receipt thereof the Escrow Agent shall have been instructed in writing to refuse any such payment.
- 5) The Escrow Agent shall not be personally liable for any act it may do or omit to do hereunder as such agent, while acting in good faith and in the exercise of its own best judgment, and any act done or omitted by it pursuant to the advice of its own attorneys shall be conclusive evidence of such good faith.
- 6) The Escrow Agent is hereby expressly authorized to disregard any and all notices or warnings given by any of the parties hereto, or by any other person, firm or corporation, excepting only order or process of court, and is hereby expressly authorized to comply with and obey any and all process, orders, judgments or decrees of any court, and in case the Escrow Agent obey or complies with any such process, order, judgment or decree of any court it shall not be liable to any of the parties hereto or to any other person, firm or corporation by reason of such compliance, notwithstanding any such process, order, judgment or decree by subsequently reversed, modified, annulled, set aside or vacated, or found to have been issued or entered without jurisdiction.
- 7) In consideration of the acceptance of this escrow by the Escrow Agent, the undersigned agree, jointly and severally, for themselves, their heirs, legal representatives, successors and assigns, to pay the Escrow Agent its charges hereunder and to indemnify and hold it harmless as to any liability by it incurred to any other person, firm or corporation by reason of its having accepted the same, or its carrying out any of the terms thereof, and to reimburse it for all its expenses, including, among other things, counsel fees and court costs incurred in connection herewith; and that the Escrow Agent shall have a first and prior lien upon all deposits made hereunder to security the performance of said agreement of indemnity and payment of its charges and expenses, hereby expressly authorizing the Escrow Agent, in the event payment is not received promptly from the undersigned, to deduct such charges and expenses, without previous notice, from any funds deposited hereunder. Escrow fees or charges, as distinguished from other expenses hereunder, shall be written above the Escrow Agent's Signature at the time of the acceptance hereof.
- 8) Then Escrow Agent shall be under no duty or obligation to ascertain the identity, authority or rights of the parties executing or delivering or purporting to execute or deliver these instructions or any documents or papers or payments deposited or called for hereunder, and assumes no responsibility or liability for the validity or sufficiency of these instructions or any documents or papers or payments deposited or called for hereunder.
- 9) The Escrow Agent shall not be liable for the outlawing of any rights under any Statute of Limitations or by reason of laches in respect to the Instructions or any document or papers deposited.
- 10) In the event of any dispute between the parties hereto as to the fact of default, the validity or meaning of these instructions or any other fact or matter relating to the transaction between the parties, the Escrow Agent is instructed as follows:
 - a) That it shall be under no obligation to act, except under process or order of court, or until it has been adequately indemnified to its full satisfaction, and shall sustain no liability for its failure to act pending such process or court order or indemnification:
 - b) That it may in its sole and absolute discretion, deposit the property described herein or so much thereof as remains in its hands with the then Clerk, or acting Clerk of the District Court, State of Colorado in whose jurisdiction the subject property lies, and interplead the parties hereto, and upon so depositing such property and filing its complaint in interpleader it shall be relieved of all liability under the terms hereof as to the property so deposited, and furthermore, the parties hereto for themselves, their heirs, legal representatives, successors and assigns do hereby submit themselves to the jurisdiction of said court and do hereby appoint the then Clerk, or acting Clerk of said court as their Agent for the service of all process in connection with such proceedings. The institution of any such interpleader action shall not impair the rights of the Escrow Agent under paragraph number 7 above.
- 11) If the subject matter of this escrow consist in whole or in part of funds, the same shall not be commingled by the Escrow Agent with its own funds; provided, however, that anything contained in the Escrow Agreement of which these General Provisions are made a part, to the contrary notwithstanding, the Escrow Agent shall NOT BE REQUIRED TO DEPOSIT THE SAME IN ANY INTEREST BEARING OR INCOME PRODUCING ACCOUNT, AND SHALL NOT IN ANYWAY BE LIABLE TO ANY OF THE PARTIES TO THE ESCROW AGREEMENT FOR THE PAYMENT OF INTEREST UPON SAID FUNDS FOR THE PERIOD DURING WHICH THEY ARE HELD BY THE ESCROW AGENT. It is intended that the provisions hereof shall supersede any other terms, conditions, covenants or provisions contained in the Escrow Agreement which expressly or by implication are in conflict herewith.

Initials: _____
