

**Deposit agreement for delivery of deed on death of grantor.**

The undersigned has this \_\_\_\_\_ day of \_\_\_\_\_ [month], \_\_\_\_\_ [year], deposited for safekeeping with \_\_\_\_\_ bank, at \_\_\_\_\_, a warranty deed of today's date, from the undersigned, \_\_\_\_\_, grantor, to \_\_\_\_\_, of \_\_\_\_\_, grantee, all residing at \_\_\_\_\_ avenue, \_\_\_\_\_, \_\_\_\_\_, conveying the following described premises: \_\_\_\_\_.

I direct that at my decease the warranty deed shall be delivered to \_\_\_\_\_, or [his] her legal representatives, or [his] her agents duly appointed in writing and filed with bank. The delivery of the deed is to be made only upon the deposit with the bank of a certified copy of the certificate of death of the undersigned, \_\_\_\_\_, with any other evidence of death as the bank may require.

It is agreed that the deed shall not be placed on record in the recorder's office until the decease of the undersigned, and the bank shall have no duty in regard to its recordation.

It is further agreed that either party to this agreement may examine the deposit at any time at the office of the bank. This agreement is a personal one, the duty of the depository being only to the parties, their heirs, executors and administrators, and to no other person. Neither party to this agreement will assign or attempt to assign it or any interest. The bank assumes no liability, except what is expressed in this agreement, and that in case the bank should become involved in litigation on account of the deposit or on account of this agreement, the undersigned will, on demand, pay the bank in addition to its charge as depository, its reasonable charges, counsel and attorney fees, disbursements and expenses in connection with the litigation.