

Time limit joint order escrow.

The accompanying _____ is deposited by _____ is deposited by _____ with the _____ as Escrow Trustee to be delivered by it only upon the joint order of the parties or their respective legal representatives or assigns, provided such joint order for such delivery shall be given to the escrow trustee on or before _____ [date].

The Escrow Trustee is authorized to disregard in its sole discretion any and all notices or warnings given by any of the parties, or by any other person or corporation, but the escrow trustee is authorized to regard and comply with and obey any and all order, judgments or decrees entered or issued by any court with or without jurisdiction; and in case the Escrow Trustee obeys or complies with any order, judgment or decree of any court it shall not be liable to any of the parties or to any other person, firm or corporation by reason of compliance, notwithstanding any order, judgment or decree be entered without jurisdiction or be subsequently reversed, modified, annulled, set aside or vacated. In case of any suit or proceeding regarding this Escrow Trust, to which the escrow trustee is or may be at any time a party, it shall have a lien on the contents for any and all costs, attorney's and solicitor's fees whether such attorney(s) or solicitor(s) shall be regularly retained or specially employed, and other expenses which it may have incurred or become liable for on account of this escrow, and it shall be entitled to reimburse itself out of the escrow trust deposit, and the undersigned jointly and severally agree to pay to the escrow trustee upon demand all costs, fees and expenses so incurred.

Deposits made pursuant to these instructions may be invested on behalf of any party or parties: *Provided* that any direction to Escrow Trustee for 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.

Except as to deposits of funds for which Escrow Trustee has received express written direction concerning investment or other handling, the parties agree that the Escrow Trustee shall be under no duty to invest or reinvest any deposits at any time held by it; and, further, that Escrow Trustee may commingle deposits with other deposits or with its own funds in the manner provided for the administration of funds under Section 3 of the Illinois Banking and Finance Act (Illinois Revised Statute Ch 17) and may use any part or all such funds for its own benefit without obligation to any party for interest or earnings derived by investment, if any. *Provided*, however, nothing in this instrument shall diminish Escrow Trustee's obligation to apply the full amount of the deposits in accordance with the terms of this Agreement.

In the event the Escrow Trustee is requested to invest deposits, Escrow Trustee 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 the investment for the purposes of this escrow trust.

In the event that a joint order for the delivery of the above mentioned Escrow Trust deposits shall not be given to the Escrow Trustee on or before _____ [date], then Escrow Trustee may, upon demand of either party, return the Escrow Trust deposits to the respective depositors, their respective legal representatives or assigns, without further order or instructions, and then the Escrow Trustee shall be released and discharged from all further duty of liability in respect to the deposits or any of them.

Escrow Trust Fee is to be charged to: _____
An Annual Maintenance Fee, as determined by the then current rate schedule, will commence _____ and may be deducted from the funds on deposit.

Signed _____
Address _____
Signed _____
Address _____

Accepted _____
Escrow Trustee
By _____