

Torrens title.

Escrow Trust No. _____
To: _____, Escrow Trustee:
For the Seller(s)

[City and date]

1. _____ (*hands you*) (*will deposit*) the following:
(_____ Deed) (_____ Deed in Trust) in duplicate
from _____
to _____
Conveying: _____

also will deposit(s) the following: (check if applicable)

2. Owners Duplicate Certificate of Title No. _____.
3. Special Torrens Tax and Special Assessment Search.
4. Certified Copy of Direction to Trustee to Convey, or execute documents.
5. Certified Copy of Trust Agreement & amendments thereto, if any.
6. Corporate Resolution authorizing conveyance.
7. Torrens Lien Affidavit.
8. Pay off letter(s) re: existing liens and encumbrances.
9. Survey.
10. Torrens Transmission Decree.
11. Any title clearance documents required to be furnished by Seller for the purpose of clearing memorials on the original Torrens Certificate and exceptions, if any, shown on the Special Torrens Tax & Special Assessment Search.
12. Plat Act Affidavit.

The parties do (will) jointly deposit Real Estate Transfer Declaration(s).
For the Purchaser(s)
will deposit(s) the following: (check if applicable)

1. \$ _____ by (certified) (uncertified) (cashier's) check(s) (wire transfer).
2. \$ _____ in currency.
3. \$ _____
4. \$ _____ all or part of which may be the proceeds of a loan, said sum to be deposited under the terms of separate money lenders instructions attached hereto and made a part hereof.

- 5. o o \$ _____ to cover the purchaser's share of Torrens and escrow trust charges.
- 6. o o Torrens signature cards.
- 7. o o Corporate Letter or Resolution authorizing purchase and execution of documents.
- 8. o o Certified Copy of Direction to Trustee to execute documents.
- 9. o o Certified Copy of Trust Agreement & amendments thereto, if any.
- 10. o o Torrens Lien Affidavit.
- 11. o o Deed in Trust from _____ to _____, conveying the above described premises.

The transfer of title provided to be made is subject to the following title exceptions: (check if applicable)

- Taxes for the year(s) _____ and subsequent years.
- Building lines; building, use, or occupancy restrictions, covenants and conditions, easements, party wall rights and agreements appearing on the Torrens Certificate of Title, if any.
- Special taxes and special assessments not confirmed by a Court of record or confirmed after the date of said tax and special assessment search.
- (Mortgage(s) registered under this instrument (registered as LR Document(s) _____)
- Assignments of Rents, and other documents registered under this instrument given as additional security to the Mortgage.
- Rights of the public, State, and Municipality in and to that part of the land taken, used or dedicated for roads and highways.

When all deposits have been received, and provided you have been advised in writing by purchaser's and seller's representatives as to the amount of agreed prorations, you are then directed to inspect the original Torrens Certificate of Title, and if it discloses no exceptions other than those above enumerated, and those which are to be removed upon filing title clearance documents, and/or upon filing the documents to be procured by you in connection with the payment out of the Escrow Trust proceeds for satisfaction of liens and encumbrances for a definite or ascertainable amount, you are then authorized and directed to:

(1). Purchase and affix \$ _____ in State Transfer Stamps and \$ _____ in City Transfer Stamps to the Seller's Deed(s) before registration.

(2). Deliver to the Registrar of Titles the documents described as seller's deposit(s) Item(s) No. _____ and purchaser's deposit(s) Item(s) No. _____.

(3). File the title clearance documents for registration.

(4). File for registration with the Registrar of Titles of _____ County, _____ the instruments numbered above as Seller's deposit(s) items No. _____ and Purchaser's deposit(s) items No. _____ and the Documents to be registered under the Money Lenders instructions, if any.

And provided you are prepared to comply with the terms of the separate money lenders Escrow Instructions, if any, _____ and before you have received the Owners Duplicate Certificate of Title in the name of the grantee(s) herein, you are then authorized and directed to proceed as follows:

1. Refund to the order of the purchaser proration due them if any as directed in writing herein, less purchaser's Torrens and escrow charges which you are to deduct and pay and less cost of City Transfer Stamps, if any.

2. Pay an amount or amounts sufficient to procure the satisfaction of the liens and encumbrances referred to in seller's deposit No. 8, and upon receipt of such satisfaction(s) file, it, or them, for registration, or in the case of tax or special assessment receipts, present such receipts to the Registrar of Titles.

3. Pay trustee(s) fee for release of Trust Deed(s), if any.

4. Pay the charges provided to be paid by Seller(s).

5. Pay the charges provided to be paid by Purchaser(s). If the funds deposited herein for payment of such charges are in excess of the amount required, refund such excess to Purchaser(s); if additional funds are required for payment of such charges, Purchaser(s) will deposit additional funds upon your request.

6. Retain from Seller(s) proceeds, and from funds payable to Purchaser(s), if any, the estimated amount of additional Torrens charges payable by them respectively, and upon payment of such charges, pay the balance of funds so retained to Seller(s) and Purchaser(s) respectively.

Pay the balance of funds to Seller(s) and deliver any cancelled mortgage documents to Seller(s).

Deliver the forwarded Owners Duplicate Certificate of Title, when received, to Purchaser(s).

Seller(s) will pay for Torrens tax search(es), except search made at time of registration of Seller(s)' Deed, ½ of Federal Lien Search, registration of documents to clear Seller(s)' title, fees incident to procuring title clearance documents, if any, forwarded certificate to clear, if any, fees for combining or splitting certificates of title, if any, and _____ Escrow Trust fee.

Purchaser(s) will pay for registration of deed(s) and of documents executed by Purchaser(s) if any, Torrens tax research made at time of registration of deed(s), ½ of Federal Lien Search, mortgagee's duplicate certificate of title, if any, and _____ Escrow Trust fee.

If, upon presentation of any document(s) for registration, the Registrar of Titles requires that additional documents be furnished incident to the acceptance of document(s) for registration, or requires that any document be corrected, you are directed to notify the parties at once of such requirement(s). The requirement that additional document(s) be furnished, or that a correction or corrections be made shall not extend the time specified in the paragraph immediately following for filing documents for registration.

In the event all documents provided to be filed for registration, except those referred to in (8) above, have not been filed for registration, pursuant to the previous instructions, or you are not prepared to execute the disbursement and other instructions contained in this instrument on or before _____, you are authorized and directed to continue to comply with the instructions contained until you receive a written demand from any party for the return of the escrow trust deposits made by the party so making demand. Upon receipt of demand and without notice to any other party, you are directed to return all escrow trust deposits to the respective depositors. In the event the party in default in making the escrow trust deposits provided to be made by the party will pay the entire escrow trust fee.

If the Escrow Trust Agreement directs you to continue to comply with instructions following expirations of a time limit for making a deposit until demand is received from the other party, unless otherwise provided, the deposit may be made and accepted at any time prior to receipt of the demand, and the default will be cured by said deposit.

No claim of a default shall be valid if the party making same is in default, unless the default is caused by a failure of the other party to take some action required by the Escrow Trust.

Whenever, under the terms and provisions of the escrow trust instructions, or of any amendment that may be made to the instructions, the time for performance of a condition falls on a Saturday, Sunday, or Holiday, time for performance shall be extended to the next business day.

It is understood that it shall not be your responsibility to determine the sufficiency or validity of documents accepted for registration by the Registrar of Titles.

The Seller(s) and Purchaser(s) have previously entered into an agreement for the sale of the property described.

[Signatures]

Accepted: _____, Escrow Trustee

By _____