

## ESCROW CLOSING INSTRUCTIONS

Escrow No.

Date:

To: Pioneer Title Company

Before close of escrow [Seller] has or will deposit with you under these instructions the following:

- (x) Fully-executed warranty deed in favor of buyer herein
- (x) HUD-1 closing statement/escrow closing statement
- (x) 1099 Form
- (x) Tax Agreement
- (x) Loan documents required by lender
- ( )

which you are hereby authorized and instructed to deliver, release and/or record when you have for the account of Seller \$[sales price] subject to any charges and/or credit authorized herein; and [Buyer] has or will deposit with you a cashier's check or other certified funds as required to comply with these instructions, and the following:

- (x) HUD-1 closing statement/escrow closing statement
- (x) Tax agreement
- (x) Loan documents required by lender
- ( )
- ( )
- ( )

Earnest money in the amount of \$ \_\_\_\_\_ has been deposited with \_\_\_\_\_ by the buyer outside of escrow, which shall be withheld at time of closing.

You are hereby authorized and directed to use the funds and documents described above, when you are able to close in accordance with the instructions below:

- A. When you are in a position to issue or have issued an ALTA policy (or policies) of title insurance insuring Buyer (or as \_\_\_\_\_ otherwise hereinafter provided) in the form as follows:

[STANDARD Owner's][Purchaser's Leasehold][EXPANDED Owner's  
Endorsement][EXTENDED Owner's]

in the amount of \$[Sales Price] on the real property described in Title Commitment No. \_\_\_\_\_, which the undersigned have read and approved, which will show record title vested in: [Buyer], free and clear of all encumbrances except for the insuring clauses, exceptions, exclusions, provisions and stipulations customarily contained in the printed provisions of such form and exceptions \_\_\_\_\_, as set forth in above referenced Title Commitment dated \_\_\_\_\_ AND Deed of Trust/Mortgage executed by [Buyer], dated \_\_\_\_\_, for the payment of \$[Loan Amount], in favor of [Lender].

Then you are instructed to disburse deposited funds pursuant to the Escrow Closing Statement(s) examined and approved by the parties hereto and by this reference made a part hereof. Proceeds of this escrow may be disbursed by your check payable to the respective parties, and your checks and documents may be mailed to the addresses set forth herein. Escrow holder has been instructed to prepare certain documents in connection with this transaction which

documents have been read and approved by the parties as to form, content and terms AND have been approved for use in this escrow:

**DOCUMENTS PREPARED BY ESCROW:**

1. You are instructed to prorate as of \_\_\_\_\_ the following:

And it is understood that the prorated charges shown upon the escrow closing statement are prorated as of that date. Assume a per diem basis (based on 365 days per year) in the proration herein provided, and unless parties otherwise instruct you, you are to use the information contained in the last available tax statement, rental statement, or beneficiary's statement delivered into escrow for the prorations provided above.

It is understood and agreed that the real property tax proration herein is based on 200\_ taxes in the amount of \$\_\_\_\_\_. The undersigned parties hereby affirm and agree that Escrow Holder, its employees, agents or assigns have not made any warranties as to the accuracy of these tax figures. Further, the undersigned parties agree that should the actual tax, as shown in the tax statement forwarded by the Assessor's office during the year of sale, differ from the figure represented in the closing statement, the parties will make adjustments between themselves, outside of escrow. Escrow Holder shall not be responsible or liable for reimbursements as required thereby.

2. All water and utility charges will be handled by the principals outside of escrow. Escrow holder is not to be concerned with or responsible for transfer of keys and/or physical possession of property.
3. Unless specifically provided elsewhere in these instructions, the cancellation, transfer or purchase of fire or other casualty insurance shall be handled by the parties outside of this escrow.
4. You are authorized to deduct from seller's proceeds any additional monies due on loan payoffs or other demands as necessary to effectuate title as described above, and seller agrees to reimburse you for any charges incurred by you in connection with obtaining said payoffs or demands. The parties understand that there may be adjustments on interest or unusual recording fees after the signing of these instructions. You are further authorized to deduct same from seller's proceeds and/or deduct from buyer's funds any payments made by you for said recording fees.
5. All money received by you in this escrow is to be deposited in your trust account pending closing. Seller and/or Buyer hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Escrow Holder has or may have other banking relationships and further consent to the retention by Escrow Holder and/or its affiliates of any and all benefits which may be received from such financial institutions by reason of their maintenance of said trust accounts. Unless otherwise specifically agreed, you may commingle funds received by you in escrow with escrow funds of others and may deposit such funds in a checking account with any federally insured bank. It is understood that you shall be under no obligation to invest funds deposited with you on behalf of any depositor, nor shall you be accountable to the depositor for any earnings or other incidental benefits attributable to the funds which may be received by you while you hold such funds.
6. These instructions are effective for \_\_\_\_\_ days from the date hereof; and thereafter, without written instructions to continue, you are authorized and instructed to cancel this escrow. I/We, jointly and severally, agree to pay your cancellation fee and all charges in connection therewith. In the event of cancellation of this escrow, all funds, except loan funds, shall be held subject to written cancellation instructions executed by all principals involved.
7. These escrow closing instructions may be executed in counterparts with like effect as if all signatures appeared on a single copy.

8. You are bound solely by the provisions set forth in these escrow instructions and parties hereto understand that you are not a party to any Earnest Money Receipt and Agreement, executed by the parties herein, and that said Earnest Money Receipt and Agreement (and Amendments thereto, if any) is (are) not a part of these escrow closing instructions. You are to be concerned only in the performance of your duties in compliance with these escrow closing instructions. You are to assume no liability for the sufficiency or enforceability of any provisions in said Earnest Money Agreement. The undersigned hereby affirm that all of the terms and conditions contained in the Earnest Money Agreement have been met or waived to the complete satisfaction of the parties.
9. You are instructed to furnish to any broker or lender identified with this transaction or anyone acting on behalf of such broker or lender, any information concerning this escrow upon request of said broker or lender.
10. Should any disputes arise between parties interested in property or funds covered by these instructions, you shall have the option to hold all matters pending in their existing status or to join in or commence a court action, or to bring an action in interpleader, at your option. Upon your determination to hold this escrow open for determination of the rights of the parties, you will be relieved of all responsibility to proceed until the rights of parties are settled to your satisfaction. Further, you as escrow holder, shall be entitled to continue to so refrain to act until (a) the parties hereto have reached an agreement in their differences and shall have notified the escrow holder in writing of such agreement or (b) the rights of the parties have been duly adjudicated by a Court of competent jurisdiction. It is further agreed that in the event of any suit or claim made against you by either or both parties to this escrow or in the even any suit is instituted by you to resolve your responsibility regarding conflicting claims of both parties to this escrow, that said parties, jointly and severally, shall be required to pay you all expenses, costs and reasonable attorney's fees incurred by you in connection therewith, whether suit is instituted by you or any of the parties hereto, or not.
11. In the event of any disagreement between the parties hereto, or demands or claims made upon you by the parties hereto or interested herein or by any other party, you, as escrow holder, shall have the right to employ legal counsel to advise and/or represent you in any Suit or action brought affecting this escrow or the papers held in connection herewith or to bring an action in interpleader, at your option. The parties hereto shall be jointly and severally liable to you for any and all attorney's fees, costs, disbursements incurred by you in connection with the employment of counsel in such conflict and, upon demand, the parties shall forthwith pay the same to you, as escrow holder. If you are required to institute suit to collect such sums as are owed to you pursuant to this or any other provision of these instructions, you shall further be entitled to payment by the parties found liable for such unpaid charges of any costs and attorney's fees incurred in the prosecution of such action.
12. If for any reason funds are retained or remain in escrow after closing date, you are to deduct therefrom a reasonable monthly charge as custodian thereof of not less than \$10.00 per month.

## **ADDITIONAL INSTRUCTIONS**

## **DECLARATION OF ESCROW SERVICES**

Both Buyer and Seller acknowledge the following by their signatures below:

We have been specifically informed that Pioneer Title Company is not licensed to practice law and no legal or accounting advice has been offered by Pioneer Title Company or any of its employees. We have been further informed that Pioneer Title Company is acting only as escrow holder and that it is forbidden by law from offering any advice to any party respecting the merits of

this escrow transaction or the nature and content of the documents executed herein, and that it has not done so.

We have been requested by escrow holder to seek legal counsel of our own choosing at our own expense, if we have any doubt concerning any aspect of this transaction.

We have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to herein.

These escrow closing instructions constitute the entire agreement between the escrow holder and the undersigned parties. Any amendments and/or supplements to these instructions must be made in writing.

We further understand that Pioneer Title Company assumes no liability as to any law, ordinance or governmental regulations by including, but not limited to, building, zoning and division of land ordinances and assumes no responsibility for determining that the parties to the escrow have complied with the requirements of the Truth in Lending, Consumer Protection Act (Public Law 90-321), or similar laws.

THE UNDERSIGNED HAVE READ AND FULLY UNDERSTAND THE FOREGOING ESCROW CLOSING INSTRUCTIONS AND ALSO THE DECLARATION SET FORTH ABOVE AND AGREE TO SAME.

\_\_\_\_\_  
[Buyer's Name]

\_\_\_\_\_  
[Seller's Name]

Acknowledged by:  
Pioneer Title Company

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