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## LONG TERM ESCROW INSTRUCTIONS

### 1....APPOINTMENT

The undersigned hereby agree that PIONEER TITLE COMPANY OF ADA COUNTY shall act as the parties' escrow holder and receive compensation in accordance with the schedule of fees and charges of Pioneer Title Company in effect on the date of accepting this escrow. The parties hereto shall be jointly and severally liable for all charges and fees. In the event the escrow holder shall be required to divide the payments, an additional minimum charge of \$12.00 shall be charged for each division for a payment. There will be an additional filing fee, the amount to be determined by the escrow holder for any subsequent assignments, amendments, close out or additional documents placed with this escrow. The escrow holder reserves the right to increase the collection charges and the charge for the division of payments on this escrow at any time by giving notice of such increase to the parties of this escrow by regular mail at the last address left with it.

### 2....ESCROW FEES

- 2.1 Payment processing fee to be paid by:    Buyer    Seller    Divided equally between Buyer/Seller
- 2.2 Collection Fees:    Monthly (\$12)    Quarterly (\$40)    Semi-Annually (\$60)    Annually (\$100)
- 2.3 Initial Filing Fee: \$2.00 per \$1,000.00 + \$50.00 or fraction thereof (\$100.00 minimum)
- 2.4 Special Fees: \_\_\_\_\_

### 3....DEPOSITED DOCUMENTS

The following documents are to be placed into escrow:

- Request for Reconveyance    Original Promissory Note    Original recorded Deed of Trust    W-9
- Other: \_\_\_\_\_

### 4....PAYMENTS OF PRINCIPAL AND INTEREST

- 4.1 Escrow to be closed upon payment of unpaid principal of \$ \_\_\_\_\_ plus accrued interest.
- 4.2 Simple interest is to be calculated at the rate of \_\_\_\_\_ % per annum and shall commence on \_\_\_\_\_ and shall be computed on the unpaid principal balance to date of payment each time a payment is paid.
- 4.3 Principal and interest (including balloon payments) shall be payable as follows:

#### 4.4 Check One

All payments shall be credited first to the interest then due, and the balance applied to the principal. Interest shall be paid in addition to principal payments.

#### 4.5 Late Fee:    Yes    No

There shall be an added late fee of \$ \_\_\_\_\_ (or \_\_\_\_\_ % of the installment) to each payment of principal and/or interest received by the holder of this note more than \_\_\_\_\_ days after the due date thereof.

**5...SALE AND ASSIGNMENT**

MAY assign their interest in the property or the documents in escrow without Lender’s written consent.

MAY NOT assign their interest in the property or the documents in escrow without Lender’s written consent.

Conditions of Assignment:

MAY prepay at any time.

MAY NOT prepay at any time.

Conditions of Prepayment:

The above restrictions on assignment and prepayment **must match** the restrictions contained in the documentation deposited into escrow.

**6...SELLER DISBURSEMENT INFORMATION**

Until further written notice by Sellers, payments received on this escrow shall be remitted as follows:

Mail to Seller using the address provided

Electronically deposit into Seller’s account with \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

\*Account Number cannot include special characters or letters.

Account Type

Personal Checking                  Corp Checking

Personal Savings                  Corp Savings

Separate disbursement information will be required for escrow accounts that have multiple beneficiaries with a % of ownership/interest.

#### **7....LATE CHARGE**

Pioneer Title Company is not required to monitor collection of any late charges which may become due pursuant to the documents deposited into escrow. Pioneer Title Company is solely charged with the duties of receiving and remitting payments as instructed. Notwithstanding the foregoing, the parties acknowledge that any late charge which may become due pursuant to the parties' documentation may be included in the foreclosure and must be paid in order to cure any existing default. All late fees may be included in any amounts due and owing pursuant to a foreclosure instituted by a party pursuant to the documents deposited into escrow. Prior to a payoff in full of this escrow, the party entitled to accrued late fees may provide an accounting to Pioneer Title Company of any late charges due that party, which shall be communicated to the other party to the escrow as an amount due and owing in addition to the final payoff amount. If a party has not provided to Pioneer Title Company an accounting of all late charges than due, then Pioneer Title Company shall not be liable for accepting a payoff on a contract without collecting the accrued late charges.

#### **8....DEPOSITORY RESPONSIBILITIES**

It is expressly understood between the parties hereto that Pioneer Title Company is a depository only and shall not be responsible or liable in any manner whatsoever for the sufficiency or correctness as to form, manner of execution or validity of any instrument deposited in this escrow, nor as to the identity, authority or rights of any person involved herein, nor as to any assessments, liens or encumbrances against such property; and that its duties hereunder shall be limited to the safekeeping of such money, instruments or other documents received by it as an escrow holder, and for the delivery of the same in accordance with these written escrow instructions. It is further agreed that Pioneer Title Company shall in no case or event be liable for the failure of any of the conditions of this escrow or damage or loss caused by the exercise of Pioneer Title Company's discretion in any particular manner, or for any other reasons except gross negligence or willful misconduct with reference to this escrow.

#### **9....PAYMENTS**

Any payment made hereon other than in cash shall be conditionally credited on this escrow, pending the escrow holder's receipt of available funds. Should the escrow holder disburse the Borrower's payment to the Lenders and the Borrower's payment, in whatever form it is made, is dishonored for any reason, Lenders agree to return the amount of the payment to the escrow holder who shall cancel the payment on its records. In the event the Lenders do not return the payment, the escrow holder may retain the proceeds of the next payment for reimbursement or take any other appropriate action to recover from either the Borrowers or Lenders the amount disbursed together with all costs and attorney's fees incurred with such collection efforts. Borrowers and Lenders shall be charged a \$20.00 fee for any checks returned because of insufficient funds or because the account has been closed.

#### **10....PAYMENTS**

If Borrowers or Lenders fail to present for payment any check or instrument issued by Pioneer Title Company within ninety (90) days from the date such check was issued, then Borrowers and Lenders authorize Pioneer Title Company to deduct the sum of Ten dollars (\$10.00) per month from such funds until the check is presented for payment. If Pioneer Title Company reissues any stale check, the fee charged to Pioneer Title Company by its bank for stopping payment and reissuing a check shall be deducted from the funds otherwise due and payable to Borrowers and Lenders.

#### **11....DISPUTES**

In the event of any disagreement between the parties hereto or any parties interested herein, resulting in adverse claims and demands being made by them or any of them in connection with the escrow holder, such escrow holder shall be entitled at its option to refuse to comply with such demands so long as such disagreement shall continue; and in so refusing, such escrow holder may refuse to deliver any moneys, papers or property involved in or affected by this escrow; and in so refusing the escrow holder shall not be or become liable to the parties to this escrow for its failure and/or refusal to comply with the conflicting or adverse demands of the parties hereto. Further, the escrow holder shall be entitled to continue to so refrain to act until: (a) the parties hereto have reached an agreement of their differences and shall have notified the escrow holder in writing of such agreement, or (b) the rights of the parties have been duly by a court of competent jurisdiction. In the event of any

disagreement between the parties hereto, or demands or claims being made upon the escrow holder by the parties hereto or interested herein or by any other part, Pioneer Title Company shall have the right, but shall not be obligated, to employ legal counsel to advise it and/or represent it in any suit or action brought affecting this escrow or the papers held in connection herewith; and the parties hereto shall be jointly and severally liable to the escrow holder for any and all attorney's fees, costs and disbursements incurred by such escrow in connection herewith, and upon demand forthwith pay the same to the escrow holder.

## **12....DEFAULTS**

In the event that the Lenders or Borrowers shall declare a default and, if required by the documents deposited into escrow, they shall cause to be delivered to the escrow holder notification of default, in duplicate, and as many additional copies as the escrow holder may deem necessary with instructions to the escrow holder to mail the original of the notice to the defaulting party by registered or certified mail. The duplicate notice shall be retained with the escrow file. The Borrowers agree that should a notice of default be forwarded to them as set forth above, the escrow holder shall not be or become liable to the Borrowers for the delivery of the escrowed papers to the Lenders unless they advise the escrow holder in writing within the time allowed in the contract to cure such default, that the terms of the contract are not in default or that the default has been satisfied.

Defaults regarding deeds of trust shall be handled by the trust deed trustee pursuant to the applicable statutes of the State of Idaho. Pioneer Title Company shall provide escrowed documents to such trustee upon written request and receipt of a copy of the records notice of default. All matters of default must be cured through the trustee. In the event a default on the deed of trust is cured through the trustee, Pioneer Title Company shall be provided a copy of the rescission of default prior to accepting any subsequent payments from Borrowers. It shall be the responsibility of the Lenders to notify Pioneer Title Company in writing of any such default or rescission thereof and Pioneer Title Company will not consider an escrow account in default until such time as Lenders have provided Pioneer Title Company with written notification that foreclosure proceedings have been initiated through the trustee. Pioneer Title Company shall not be responsible for any damages arising out of or relating to the failure of any party to comply with such notice requirement. Pioneer Title Company shall not be obligated to notify any party of nonpayment or other breach of contract.

## **13....NOTICES**

Notices, payments or other written communications placed in the United States mail, postage prepaid and addressed to the undersigned at the address hereinafter set forth shall be deemed to have been given to the undersigned on the date of mailing. It shall be the duty of the parties hereto to keep the escrow department of the escrow holder advised of any change of address. Any change of address shall sufficiently identify the escrow concerned and the parties involved and shall be mailed to the escrow department of the escrow holder and to all parties concerned. All notices given pursuant to the terms of any documents placed in this escrow must be given through the escrow holder as herein above provided at the expense of the party giving notice and the escrow holder shall not be required to recognize service of notice given in any other manner. The escrow holder shall not be responsible for any damages arising out of or relating to the failure of any party to comply with such notice and mailing requirements.

## **14....TERMINATION**

In the event that this escrow is canceled or forfeited, it is agreed that the escrow holder may return the documents to any of the Lenders, their heirs, executors, administrators or assigns on demand. The escrow holder may retain the contract, amendments thereto, the escrow instruments and any assignments or correspondence which it may have received in connection with such escrow. Pioneer Title Company reserves the right at any time to resign as escrow holder, in which case the undersigned parties or their successors in interest at their expense shall promptly select a new substitute escrow holder to whom Pioneer Title Company may deliver the escrowed documents at no cost to Pioneer Title Company. In the event the undersigned parties have not selected a new or substitute escrow holder within 30 days of the resignation of Pioneer Title Company, the new or substitute escrow holder may be selected by Pioneer Title Company and any cost associated therewith may be deducted from the next payment made on this escrow.

Any instrument or document placed in escrow is accepted upon the conditions that the escrow holder may at its option for any reason, within 15 days from the deposit of such instrument, refuse to accept the same. In which event, the escrow holder shall notify all parties hereto in writing of such refusal and shall return such instruments together with the fee paid in connection therewith to the party or parties depositing the same.

When the escrow holder receives the unpaid principal balance on this escrow and accrued interest on behalf of Lenders, Pioneer Title Company shall deliver all of the above documents except the contract, subsequent assignments, supplemental agreements and escrow instructions, to Borrowers or their order and hereby close the escrow.

#### **15....COMPLIANCE**

Pioneer Title Company assumes no responsibility for determining that the parties to the escrow have complied with the requirements of the Truth in Lending, Consumer Credit Protection Act (Public Law 90-321) or any other laws or regulations. Pioneer Title Company shall not be responsible for damages or any losses arising from acts of God, strikes, accidents or other events beyond the control of Pioneer Title Company. Under no circumstances shall Pioneer Title Company be liable for consequential damages arising from any failure to comply with the terms of these instructions. These instructions give no rights or benefits to any other party than the parties to these instructions and there are no third party beneficiaries to these instructions.

#### **16....INSURANCE**

It shall be the sole responsibility of the Borrowers and Lenders to ensure that insurance is kept in force on the property and that any applicable real property or other taxes are paid in a timely manner. Pioneer Title Company assumes no liability for lack or insufficiency of insurance or lack of payment of taxes.

#### **17....COSTS**

The escrow holder shall have a lien upon all moneys, papers and properties held by it in connection herewith for any fees, costs, attorneys' fees or expenses due hereunder.

#### **18....REPORTING COMPLIANCE**

Pioneer Title Company Long Term Escrow will rely on the designated settlement agent to comply with any and all reporting compliance of the U.S. Treasury Department Financial Crimes Enforcement Network (FinCEN) Anti-Money-Laundering rules.

**19....BENEFICIARY/SELLER INFO AND SIGNATURES**

If account will have multiple beneficiaries/disbursements, each beneficiary/seller will need to complete and sign a separate form (part 19).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Entity or Trust Name (if applicable)

\_\_\_\_\_  
% of ownership

\_\_\_\_\_  
Address

\_\_\_\_\_  
Social Security Number or Tax ID

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Social Security Number or Tax ID

Work \_\_\_\_\_

Payment Notifications:    Yes    No

Home \_\_\_\_\_

If yes:    Mail    E-mail

Mobile \_\_\_\_\_

E-mail \_\_\_\_\_

Fax \_\_\_\_\_

E-mail \_\_\_\_\_

**20....PAYOR/BUYER INFO AND SIGNATURES**

If account will have multiple payors with separate % of ownership, each buyer will need to complete and sign a separate form (part 20).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Entity or Trust Name (if applicable)

\_\_\_\_\_  
% of ownership

\_\_\_\_\_  
Address

\_\_\_\_\_  
Social Security Number or Tax ID

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Social Security Number or Tax ID

Phone \_\_\_\_\_

Payment Detail/Receipt:    Yes    No

Alt Phone \_\_\_\_\_

If yes:    Mail    E-mail

E-mail \_\_\_\_\_

E-mail \_\_\_\_\_

## Long Term 1098 Information

Pursuant to IRS regulations, the following information must be completed.

Property Address: \_\_\_\_\_  
\_\_\_\_\_

Legal Description: \_\_\_\_\_

Secured by more than one property:    Yes        No

Parcel Number: \_\_\_\_\_

Property Type:

Single Family

Condominium

Single Family Investment

Mobile Home

Farm

Commercial Non-Residential

Land

Multi-Family

Unsecured Non-Real Estate

Occupancy Type:

Investment

Primary Residence

Secondary Residence

\_\_\_\_\_  
Buyer/Borrower

\_\_\_\_\_  
Buyer/Borrower