

ALLIANCE TITLE & ESCROW, LLC
ESCROW INSTRUCTIONS
DEPOSIT OF EARNEST MONEY

To: **Alliance Title & Escrow, LLC**

Escrow No:

Date:

Property:

The undersigned hereby hand you the sum of \$, which you are to deposit into your trust account and hold, pending further instructions to follow.

These funds are to be credited to the undersigned Buyer(s) as payment in part of the purchase price of the above referenced property and in accordance with the terms and conditions set forth in the Purchase Agreement or Escrow instructions existing between the undersigned parties.

The undersigned hereby acknowledge and understand that in the event of the cancellation of this escrow, all funds deposited, except loan funds, shall be held subject to cancellation instructions acceptable to and signed by both buyer(s) and seller(s).

Refund Clause

Notwithstanding anything contained in these instructions which may be construed to the contrary, in the event Buyer shall elect to cancel the Agreement within seven days (on or before_____), all funds paid by Buyer shall be refunded to Buyer without further instruction from the parties.

The undersigned also acknowledge and understand that fees advanced, Title Commitment Cancellation fees, or Escrow Cancellation fees may be deducted from these sums held in trust as compensation for services rendered by Alliance Title & Escrow, LLC. Commitment cancellation requires a minimum \$100 fee, pursuant to State regulations.

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 Escrowholder has or may have other banking relationships and further consent to the retention by Alliance Title & Escrow, LLC and/or its affiliates of any and all benefits Escrowholder 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.

Escrowholder shall not be responsible for the penalties, or loss of principal or interest or any delays in the withdrawal of funds which may be imposed by the depository as a result of making or redeeming of the investment pursuant to our instructions, nor shall Escrowholder be liable for any

loss or impairment of funds while those funds are in the course of collection or are on deposit in a financial institution if such a loss or impairment results from the failure, insolvency or suspension of financial institution, including any loss resulting from FDIC/FSLIC imposed regulations.

These instructions are effective for 120 days from 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.

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 then 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 the parties are settled to your satisfaction. Further, you as Escrowholder 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 Escrowholder 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 event 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.

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 Escrowholder, shall have the right to employ legal counsel to advise you 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, and 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 Escrowholder. If you are required to institute suit to collect such sums as are owned to you pursuant to this or any other provision of this instruction, 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.

We have been specifically informed that Alliance Title & Escrow, LLC is not licensed to practice law and no legal or accounting advice has been offered by Alliance Title & Escrow, LLC or any of its employees. We have been further informed that Alliance Title & Escrow, LLC 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 advised by escrow holder to seek legal counsel of our own choosing, as a normal course of business, if we have any concerns pertaining to any aspect of this transaction or questions about any documents being executed. Expense for said counsel shall be afforded to the party seeking said counsel.

We have been afforded adequate time and opportunity to read and understand this document and all other documents referred to herein.

BUYER:

SELLER:
Crystal View LLC

By:
Its:
Date:

By: Lance Badger
Its: President
Date:

By:
Its:
Date:

The foregoing instructions are hereby
received and accepted by:

ALLIANCE TITLE & ESCROW, LLC:

By:
Its:
Date: