



20 South Clark Street, Suite 2900, Chicago, IL 60603
312-641-7799 Phone 312-205-0363 Fax

ESCROW NUMBER: _____

STRICT JOINT ORDER ESCROW

Property Address:

Deposits:

Certified, uncertified, cashier check(s) or wire(s) in the amount of \$ _____ or other _____ is hereby deposited with Old Republic National Title Insurance Company as ESCROWEE to be delivered by it only upon the joint written order of the undersigned or their respective legal representatives or assigns.

Old Republic National Title Insurance Company, as ESCROWEE, is hereby expressly authorized to disregard, in its sole discretion, any and all unilateral notices or warnings given by any of the parties hereto, or by any other person or corporation, but said ESCROWEE is hereby expressly authorized to regard and to comply with and obey any and all orders, judgments or decrees entered or issued by any court with or without jurisdiction, and in case the said ESCROWEE obeys or complies with any such order, judgment or decree of any court it shall not be liable to any of the parties hereto or any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree being entered without jurisdiction or being subsequently reversed, modified, annulled, set aside or vacated.

In case of any suit or proceeding regarding this escrow, to which said ESCROWEE is or may at any time become a party, it shall have a lien on the contents hereof for any and all costs, attorneys' and solicitors' fees, whether such attorneys or solicitors shall be regularly retained or specially employed, and any other expenses which it may have incurred or become liable for on account thereof, and it shall be entitled to reimburse itself therefore out of said deposit, and the undersigned jointly and severally agree to pay said ESCROWEE upon demand all such costs, fees and expenses so incurred.

In no case shall the above-mentioned deposits be surrendered except on an order signed by the parties hereto, their respective legal representatives or assigns, or in obedience of the process or order to court as aforesaid.

Deposits made pursuant to these instructions may be invested on behalf of any party or parties thereto: Provided, that any direction to ESCROWEE for such investment shall be expressed in writing and contain the consent of all other parties to these escrow and also provided that you are in receipt of the tax payer's identification number and investment forms as required. ESCROWEE will, upon request furnish information concerning its procedures and fee schedules for investment.

Billing Instructions:

Escrow fee will be billed as follows: **50% to Seller and 50% to Purchaser.**

An annual maintenance fee will be billed commencing: .

Except as to deposits of funds for which ESCROWEE has received express written direction concerning investment to other handling, the parties hereto agree that the ESCROWEE shall be under no duty to invest or reinvest any deposits at any time held by it thereunder: and, further that ESCROWEE may commingle such deposits with other deposits or with its own funds in the manner provided for the administration of funds under Section 2-8 of the Corporate Fiduciary Act (ILL. Rev. State 1992 205ILES 620/2-8) and may use any part or all such funds for its own benefit without obligation to any party for interest or earning derived thereby, if any. Provided, however, nothing herein shall diminish Escrowee's obligation to apply the full amount of the deposits in accordance with the terms of the Agreement.

In the event the ESCROWEE is requested to invest deposits hereunder, Old Republic National Title Insurance Company 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 said investment for the purposes of these escrow instructions.

PURCHASER:

Signed By: _____

Address: _____

Phone: _____

Fax: _____

SELLER:

Signed By: _____

Address: _____

Phone: _____

Fax: _____

ACCEPTED:

Old Republic National Title Insurance Company

By: _____

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

20 South Clark Street, Suite 2900, Chicago, IL 60603

312-641-7799 Phone 312-205-0363 Fax

INVESTMENT INSTRUCTIONS

NOTE: IF YOU REQUEST FUNDS TO BE INVESTED THE CHECK MUST BE CERTIFIED OR THE FUNDS WIRED INTO OUR ACCOUNT

ESCROW NUMBER:

DATE:

To: Old Republic National Title Insurance Company, as Escrow Trustee:

In connection with the above referenced escrow, and upon receipt of all appropriate and required investment forms and a check payable to Old Republic National Title Insurance Company in the amount of \$200.00 for account set-up fees, you are hereby authorized and directed to invest the sum of \$ with JPMorgan Chase, N.A. in the investment option specified below:

- FUNDS ARE NOT TO BE INVESTED AT THIS TIME**
- MONEY MARKET**
- CERTIFICATE OF DEPOSIT (MATURITY DATE:)**

I hereby authorize Old Republic National Title Insurance Company to establish an interest bearing account for me/the company under the standard terms and conditions of a money market account, if applicable. While it is recognized that the undersigned individual/company has a beneficial interest in the funds, Old Republic National Title Insurance Company of Illinois is the authorized signer on the account. JP Morgan Chase, N.A. will allow deposits and withdrawal transfers only on its (Old Republic National Title Insurance Company) order. No checks will be drawn on this account. Deposits and withdrawal transfers will be made charging and crediting respectively Old Republic National Title Insurance Company custodial account # for the area referenced above.

It is acknowledged that Certificates of Deposit and U. S. Treasury Bills will be subject to loss of interest and/or principal if liquidated prior to the specified maturity date. It is further acknowledged that due to the incremental limitations of Certificates of Deposits and U. S. Treasury Bills, there may be funds remaining in the escrow account which will not be invested.

NOTE: Any reinvestment or roll over instructions must be received in writing on this form or supplement not less than 3 days prior to the maturity date of the existing investment in order to prevent any interest loss.

Written direction of will be required to reinvest funds upon maturity.

It is understood and agreed that there is an investment fee assessed for the initial investment; any partial sales; any partial withdrawals; and rollovers. The undersigned hereby authorize and direct Old Republic National Title Insurance Company to deduct its investment fee(s) from any interest earned. The investment fees and/or the remaining balance due for the investment fees after Old Republic National Title Insurance Company has applied any interest earned to said fees will be paid by .

STANDARD PROVISIONS

It is understood and agreed that funds so invested are to be held by the escrow trustee subject to the terms and conditions of the above referenced escrow instructions to same extent, in like manner, and with the same force and effect as when said funds were originally deposited.

It is further understood and agreed that neither the escrow trustee nor the Company shall be required to ensure the collection of either principal or interest of any securities purchased or money markets opened; to give notice for payment; make any presentment or demand for payment thereof; and neither the escrow trustee nor the Company shall be liable to any person for any loss occasioned by failure to do so; but the escrow trustee may nevertheless, at its option, take such action as it may deem advisable for its own protection.

It is further understood and agreed that the escrow trustee shall not be liable to the undersigned indemnitors, their heirs, personal representatives or assigns or to any other persons whomsoever for any loss, damage or injury that may be sustained by them or any of them by reason of any other investment of reinvestment purchased, made, sold, exchanged, held or otherwise disposed of by the escrow trustee pursuant to the above instructions, or upon direction, any and all such liability being expressly waived.

It is understood by the signatories that Old Republic National Title Insurance Company is not responsible for any loss of principal or interest which may be incurred as a result of making this investment or redeeming this investment pursuant to directions provided by the parties to this escrow trust.

It is further understood by the signatories that upon the maturity of this investment Old Republic National Title Insurance Company shall be under no obligation to notify that parties or reinvest any sums without receiving a subsequent written direction from the appropriate party.

REQUIRED TAX INFORMATION

Company/Individual Name:

Address:

City/State/Zip:

Phone No:

SSN or tax I.D #:

Signature:

Print Name:

APPROVED:

(For Seller)

(For Buyer)

By: _____ By: _____

ACCEPTED: Old Republic National Title Insurance Company, as Escrow Trustee
ESCROW NUMBER: _____

By: _____

NOTE: THE FOLLOWING MUST BE COMPLETED; NO INTEREST BEARING ACCOUNT WILL BE OPENED IF THIS INFORMATION IS NOT PROVIDED:

At the end of the calendar year the bank will be sending out 1099-INT forms for Income Tax purposes, these forms should be mailed to:

NAME

STREET ADDRESS

CITY, STATE AND ZIP CODE

PHONE NUMBER

BIRTH DATE IF INDIVIDUALS

WE WILL ALSO NEED A W9 SUBMITTED. IF YOU NEED ONE, PLEASE CALL US at 312.641.7799. WE WILL BE HAPPY TO PROVIDE ONE TO YOU.