
ORDER/ESCROW NO: _____

DATE: _____

DEED AND MONEY ESCROW INSTRUCTIONS

_____, Attorney for the seller, will deposit on or before _____, the following:

1. _____ DEED FROM _____ to _____ conveying the following described premises:

2. Bill of sale executed by the seller (s).
3. Affidavit of title executed by the seller(s).
4. Pay off letter on existing encumbrance(s), if any.
5. ALTA statement executed by the seller(s).
6. 1099B Statements executed and completed by the seller(s), if applicable.
7. Current survey, if applicable.
8. Broker's commission statement, if applicable.
9. Proceeds letter from the land trust, if applicable.
10. _____
11. _____
12. _____

_____, Attorney for the purchaser, will deposit on or before _____, the following:

1. \$ _____ All or part of which may be proceeds of a loan secured by a mortgage and deposited under the terms of a separate money lenders escrow agreement.
2. ALTA Statements executed by the Purchaser (s).
3. _____
4. _____
5. _____

The parties hereto jointly deposit the following:

1. Illinois and _____ County transfer declarations executed by the parties
2. If in the City of Chicago, it's transfer declaration, with water certification affixed and it's zoning certification, executed by the parties.
3. An executed closing statement by the parties.
4. An executed RESPA and/or Disbursement Statement, as applicable.

When all the deposits have been made and when you are prepared to comply with the terms of the money lenders escrow instructions and when you are prepared to issue your ALTA owner's policy **with or without** extended coverage insuring the title to the purchaser in the amount of the purchase price, subject to the usual terms conditions and exceptions contained therein, subject only to the following:

1. General real estate taxes for the year _____ and subsequent years.
2. Acts done or suffered by or judgments against the grantee in the deed.
3. Building lines, building restrictions, building uses as shown on the public records.
4. Public utilities easements as shown on the public records or in the plat of subdivision.
5. Party walls and party wall rights, if any.
6. Any item in which Freedom Title Corporation and Chicago Title Insurance Company is willing to insure by endorsement.

You are then authorized and directed to proceed as follows:

1. Pay the prorations to the order of the Purchaser, less Purchaser's share of the title examination and insurance, recording fees, stamps and escrow fees.
2. Pay Freedom Title Corporation for the Purchaser's share of the title expenses.
3. Pay Freedom Title Corporation for the Seller's share of the title examination and insurance, recording fees, transfer stamps and escrow fees.
4. Pay Attorney fees, if applicable.
5. Pay an amount sufficient to procure the cancellation and release of any existing mortgage encumbrances pursuant to the pay off letters deposited herein.
6. Pay the Broker's commission pursuant to the statement deposited herein.
7. _____
8. _____
9. _____
10. Pay the balance then remaining in your hands to the Grantor in the deed or as directed in writing by said Grantor.
11. Deliver to the Purchaser or Purchaser's legal representative a copy of the closing statement, copy of the Deed, the original being forwarded to you by the recorder's office, copy of the escrow disbursement

statement, copy of the RESPA statement, if applicable, the bill of sale, affidavit of title, copy of the survey and the owner's policy when issued.

12. Deliver to the Seller or Seller's legal representative a copy of the closing statement, any canceled papers pursuant to the cancellation of any existing mortgage encumbrances, copy of the RESPA statement, if applicable and copies of any 1009B.
13. Purchase and affix the transfer stamps to the Deed pursuant to the amounts stated in the transfer declarations and record said Deed and mortgage documents, if any.

In the event that all deposits have not been made on or before _____, and/or if you cannot comply with the terms of the money lenders escrow instructions, and/or if you are not prepared to issue your owner's policy on or before _____, you are then authorized and directed to continue to comply with the terms and conditions of the escrow instructions until you are in receipt of a demand in writing for the return of their deposits. Upon receipt of said demand and without notice to any other party, you are authorized and directed to return the deposits to their respective depositors.

[Except as to deposits of funds for which escrowee has received express written direction concerning investment or other handling that is acceptable to esrowee] the parties hereto agree that the escrowee shall be under no duty to invest or reinvest any deposits at any time held by it hereunder,] and, further that the escrowee may commingle such deposits with other deposits or with it's own funds in the manner provided for the administration of the funds under Section 2-8 of the Corporate Fiduciary Act (205ILCS 620/2-8) and may use any part or all such funds for it's own benefit without obligation to any party for interest or earnings derived thereby, if any. Provided, however, nothing herein shall diminish the escrowees obligation to apply to the full amount of the deposits in accordance with the terms of these escrow instructions.

Any dates established as time limits herein that fall on a weekend day or legal holiday will be treated as falling on the next business day.

Any default will be cured by a deposit made prior to receipt of a written demand based on such default, even though it may be after the expiration of the specified time limit.

No demand based on default will be valid if the party making such demand is also in default unless his default is caused by the failure of the other party to take some action required by the escrow instructions. All amendments to the escrow instructions shall be treated the same as original instructions. You are authorized to accept unilateral amendments where they relate to matters not affecting the other party.

All notices and demands required or permitted to be made hereto shall be made to the escrowee in writing. All notices required to be served by the escrowee pursuant to instructions hereto shall be in writing and mailed to the attorneys for the respective parties hereto at the addresses shown herein.

The escrow instructions ("instructions") may be amended from time to time by less than all parties hereto by written amendment deposited with you, provided that such amendment shall apply to and affect only the parties signing the amendment and the escrow trustee shall proceed to comply with the terms of these "instructions" as unamended with respect to all other parties. All amendments or supplemental instructions, properly executed, shall be considered the same as the "instructions".

These escrow instructions are governed by and are to be constructed under the laws of the State of Illinois. The escrow instructions, amendments or supplemental instructions hereto, may be executed in counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

Accepted by: Freedom Title Corporation

By: _____

It is not required that checks you issue pursuant to these instructions be certified.

Accepted by: Freedom Title Corporation

By: _____