



Stewart Title Company of Illinois  
2055 W. Army Trail Road  
Addison, IL 60101  
phone (630) 889-4000 \* Fax (630) 629-7565  
**Deed & Money Escrow Instructions**

To: Stewart Title Company , Escrow Trustee

Escrow/Title Number: \_\_\_\_\_

Date: \_\_\_\_\_

**REFERENCE INFORMATION:**

Property to be insured: STCI File No: \_\_\_\_\_

Effective Date: \_\_\_\_\_

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

\_\_\_\_\_

**DEPOSITS:**

Seller's Deposits:

\_\_\_\_\_

\_\_\_\_\_, attorney for the seller(s), (hereby) (will) deposit(s) the following: (applicable only if checked)

1. \_\_\_\_ A \_\_\_\_\_ Deed, in recordable form, from: \_\_\_\_\_

to: \_\_\_\_\_

\_\_\_\_ conveying the property to be insured and captioned above.

\_\_\_\_ conveying the property described in Exhibit A attached hereto.

2. \_\_\_\_ Plat act affidavit.

3. \_\_\_\_ ALTA Statement.

4. \_\_\_\_ Payoff letter(s) or release(s) for all liens and encumbrances.

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5. \_\_\_\_ Copy of Survey
6. \_\_\_\_ An affidavit of title
7. \_\_\_\_ Judgment affidavit, if necessary.
8. \_\_\_\_ Bill of Sale
9. \_\_\_\_ FIRPTA Affidavit
10. \_\_\_\_ Gap undertaking, if applicable
11. \_\_\_\_ 1099S and solicitation/exemption
12. \_\_\_\_ Pay proceeds letter, if applicable
13. \_\_\_\_ (Tax) (Special Assessment) bills for \_\_\_\_\_
14. \_\_\_\_ Existing leases and assignments thereof
15. \_\_\_\_ Letters to tenants
16. \_\_\_\_ \$ \_\_\_\_\_, be CERTIFIED, CASHIER'S CHECK(S) or WIRE TRANSFER, representing earnest money deposit.
17. \_\_\_\_ City of Chicago building registration receipt, if applicable
18. \_\_\_\_ \_\_\_\_\_
19. \_\_\_\_ \_\_\_\_\_

PURCHASER'S DEPOSITS:

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attorney for the purchaser(s), (hereby) (will) deposit the following: (applicable only if checked)

1. \_\_\_\_ \$ \_\_\_\_\_, by CERTIFIED, CASHIER'S CHECK(S) or WIRE TRANSFER representing earnest money deposit.
2. \_\_\_\_ \$ \_\_\_\_\_, by CERTIFIED, CASHIER'S CHECK(S) or WIRE TRANSFER
3. \_\_\_\_ \$ \_\_\_\_\_, by CERTIFIED, CASHIER'S CHECK(S) or WIRE TRANSFER as the balance of the purchase price, plus or minus proration as set forth on the closing statement deposited herein and made a part hereof, plus an overdeposit for purchaser's share of title and escrow fees and local municipal transfer stamps, if any, part or all of which may be the proceeds of a loan secured by purchaser(s) to be deposited under the terms of a separate money lender's escrow to be attached hereto and made a part hereof.

- 4.  Gap Undertaking
- 5.  ALTA Statement.
- 6.  Judgment affidavit, if applicable
- 7.  \$ \_\_\_\_\_ worth of municipal stamps for the city/village/town of \_\_\_\_\_.
- 8.  Deed in Trust from: \_\_\_\_\_ to: \_\_\_\_\_
- 9. \_\_\_\_\_ conveying above described premises.
- 9. \_\_\_\_\_
- 10. \_\_\_\_\_
- 11. \_\_\_\_\_

**JOINT DEPOSITS:**

The parties jointly on behalf of seller(s) and on behalf of purchaser(s) (hereby) (will) deposit the following: (applicable only if checked).

- 1.  A closing statement approved by seller(s) and purchaser(s)
- 2.  Executed contract for the sale of premises in question
- 3.  Executed state, county, (city of Chicago with water certification and building registration exemption statement, if applicable), (municipal) transfer declarations.

NOTE: If the property is located outside the city of Chicago and in an area requiring a municipal transfer tax, transfer stamps must accompany the deposit of the deed.

**RECORDATION/TITLE REQUIREMENTS:**

When (all deposits) (seller's deposit no.(s) \_\_\_\_\_ and/or purchaser's deposit no.(s) \_\_\_\_\_ are received, then purchase and affix stamps in accordance with the transfer declarations and the said deed(s) and mortgage(s) (is) (are) to be recorded at once (before) (after) uncertified checks have been paid. When Stewart Title Company is prepared to issue its regular form of Owner's Title Insurance Policy, subject to the usual terms, exclusions, conditions and stipulations contained therein, (with) (without) extended coverage over general exceptions 1, 2, 3, 4, and 5, for \$ \_\_\_\_\_, and containing the endorsement(s) listed below, if any, insuring the title of the grantee(s), \_\_\_\_\_, and subject to the following: ( applicable only if checked).

- 1.  General taxes for the year(s) \_\_\_\_\_ and subsequent years

2. \_\_\_\_\_ Building lines, covenants, conditions and restrictions of record (if any) recorded as document(s) \_\_\_\_\_
3. \_\_\_\_\_ Rights of the public, State of Illinois and the municipality in and to that part of the land taken, used or dedicated for roads and highways, if any.
4. \_\_\_\_\_ Utility, drainage and sewer easements of record, if any.
5. \_\_\_\_\_ Party wall rights and agreements (if any) recorded as document(s) \_\_\_\_\_.
6. \_\_\_\_\_ Trust deed(s)/mortgage(s) recorded hereunder.
7. \_\_\_\_\_ Acts done or suffered by or judgments against said grantee(s).
8. \_\_\_\_\_ Permitted exceptions shown on rider attached hereto as Exhibit A.
9. \_\_\_\_\_ Permitted exceptions shown above-referenced commitment as follows: \_\_\_\_\_
10. \_\_\_\_\_ Liens and other matters over which STCI is willing to issue its encroachment and/or policy modification endorsements.

Required endorsement(s): \_\_\_\_\_

\_\_\_\_\_

**DISBURSEMENT/DELIVERY INSTURCTIONS:**

And provided all deposits have been received herein; and when you are able to comply with the terms and provisions of the money lender's instructions, if any, you are then authorized and directed to proceed as follows: (applicable only if checked)

\_\_\_\_\_ Refund overdeposit, if any to the purchaser(s) in accordance with the closing statement. From this sum you are to deduct and pay purchaser's charges (including municipal transfer stamps, if any) as provided herein. Make any additional disbursements as advised in writing by the purchaser's attorney. If additional funds are necessary for payment of such charges, purchaser(s) will deposit such additional funds.

\_\_\_\_\_ Pay seller's charges from funds due seller(s).

\_\_\_\_\_ Payoff an amount sufficient to procure the satisfaction and release of liens and encumbrances as shown on payoff letter(s) deposited herein. When received, release document(s) and deliver canceled documents to seller's attorney.

\_\_\_\_\_ Pay (taxes) (and) (special assessments) for the year(s) \_\_\_\_\_ 1<sup>st</sup>/2<sup>nd</sup> installment(s).

\_\_\_\_\_ Pay \$ \_\_\_\_\_ as the balance due for the broker's commission as follows: \_\_\_\_\_

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\_\_\_\_ Pay the balance to the grantor(s) shown in the deed deposited by seller(s) or as directed by said grantor(s)

\_\_\_\_ Deliver the recorded deed(s) and the owner's policy to purchaser's attorney.

\_\_\_\_ Deliver the recorded documents securing purchaser's lender and the loan policy in accordance with money lender's instructions.

\_\_\_\_ Deliver seller's deposits items no.(s) \_\_\_\_\_ to purchaser's attorney.

\_\_\_\_ Deliver \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_ Deliver \_\_\_\_\_ to \_\_\_\_\_

**BILLING INSTRUCTIONS:**

Bill: \_\_\_\_\_ for \$ \_\_\_\_\_ owner's policy; recording release deeds; release fees as to existing trust deed(s); for recording documents to clear seller's title, if any; applicable torrens charges, if any; for one-half escrow trust fee; and for:

Bill: \_\_\_\_\_ for increased insurance in the amount of \$ \_\_\_\_\_; recording deed(s) to purchaser; recording mortgage/trust deed, assignment of rents and other documents given as additional security to the mortgage recorded hereunder; mortgage policy(ies), if any; ; applicable torrens charges, if any; for on half escrow trust fee; an for:

In the event the escrow trustee is directed to pay all title and escrow charges, and for any reason is unable to pay all or any part of those chares at closing, then those unpaid chares shall be the responsibility of the part designated to make the payment and said payment shall be made within 30 days of closing.

An annual maintenance fee, as determined by the then current rate schedule, will commence

\_\_\_\_\_.

