



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 Stewart Title Company as ESCROWEE to be delivered by it only upon the joint written order of the undersigned or their respective legal representatives or assigns.

Stewart Title 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, Stewart Title 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.

ESCROW NUMBER: _____

PURCHASER:

Signed By: _____

Address: _____

Phone: _____

Fax: _____

SELLER:

Signed By: _____

Address: _____

Phone: _____

Fax: _____

ACCEPTED:

Stewart Title Company

By: _____

STEWART TITLE COMPANY
2055 West Army Trail Road, Suite 110, Addison, IL 60101
PHONE-(630)889-4000 FAX-(630)629-7565

INVESTMENT INSTRUCTIONS

ESCROW NUMBER: _____ **DATE:** _____

To: Stewart Title 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 Stewart Title in the amount of \$100.00 for account set-up fees, you are hereby authorized and directed to invest the sum of \$ _____ with Bank One in the investment option specified below:

- _____ **FUNDS ARE NOT TO BE INVESTED AT THIS TIME**
- _____ **MONEY MARKET**
- _____ **CERTIFICATE OF DEPOSIT (MATURITY DATE: _____)**
- _____ **U. S. TREASURY BILLS (MATURITY DATE: _____)**

I hereby authorize Stewart Title 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, Stewart Title Company of Illinois is the authorized signer on the account. Bank One will allow deposits and withdrawal transfers only on its (STC) order. No checks will be drawn on this account. Deposits and withdrawal transfers will be made charging and crediting respectively Stewart Title 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 Stewart Title 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 Stewart Title Company has applied any interest earned to said fees will be paid by _____.

STANDARD PROVISIONS

