

## ESCROW AGREEMENT

**WHEREAS**, there exists an open issue with regard to the sale of the property, located at

**WHEREAS**, the Buyers, \_\_\_\_\_,  
and Sellers, \_\_\_\_\_, agree to hold  
the sum of \$\_\_\_\_\_ at the time of closing from the sale proceeds, in escrow,  
pending:\_\_\_\_\_.

**NOW THEREFORE**, \_\_\_\_\_, ("Escrow Agent")  
will hold the escrowed amount in a non-interest bearing trust account until the above conditions are met and  
evidence of same is produced for the parties to review and approve.

1. It is expressly understood and agreed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
that the escrow shall be in the amount of \_\_\_\_\_ and  
shall be held by the Escrow Agent. He/She/They is/are authorized to hold said escrow until the  
above conditions are met and proof is provided, thereby satisfying this open issue. In the event  
the cost of curing the conditions for escrow exceed the escrowed amount, Seller shall be  
responsible for any additional cost required.
2. It is expressly understood and agreed that said funds will be held by Escrow Agent and to be  
disbursed in satisfaction and confirmation by both parties of the curing of the conditions stated  
hereinabove.
3. Upon receipt of confirmation of the clearance of the conditions, the full Escrow amount shall be  
released back to Seller.
4. It is understood this escrow is held for the sole purpose as stated hereinabove. This escrow will  
not be utilized for any other purpose.
5. In the event it is necessary for the Seller or Purchaser to file an action to enforce the terms of  
this Agreement, the other party shall be responsible for costs and reasonable attorney fees.
6. The provisions of this Agreement shall survive closing of title.

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
ESCROW AGENT