

DEPOSITORY ESCROW AGREEMENT FOR EARNEST MONEY

Subject Property: _____

Seller/Owner: _____

Buyer/Purchaser: _____

Listing Agent: _____

Selling Agent: _____

The undersigned **Seller(s)** and **Purchaser(s)** hereby irrevocably authorize _____ **(title company)** to hold in escrow in connection with the above-referenced transaction, the sum of \$ _____ as **EARNEST MONEY**. Said funds shall be held in a non-interest bearing account maintained in _____ **(title company's)** regular course of business and shall be maintained therein until such time as _____ **(title company)** receives **mutual** instructions from **Seller(s)** and **Buyer(s)** as to its disposition or an order of Court relative thereto. **Seller(s)** and **Purchaser(s)** hereby release and discharge _____ **(title company)** from any claim or cause of action they may have, presently or in the future, against each other for said earnest money and further release and hold harmless _____ **(title company)** for any loss or damage they may incur by reason of _____ **(title company)** executing the terms of this DEPOSITORY ESCROW AGREEMENT FOR EARNEST MONEY.

This Agreement is valid as signed in counterparts as if all parties hereto had signed the same document.

SELLER/OWNER:

Signature

Date

Signature

Date

BUYER/PURCHASER:

Signature

Date

Signature

Date