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