

EARNEST MONEY DEPOSIT ESCROW AGREEMENT

File No.: _____

SELLER: _____

DEPOSITOR/PURCHASER: _____

PROPERTY ADDRESS: _____

Deposited with Escrow Agent irrevocably is the sum of \$ _____ (“The Funds”), to be held by Escrow Agent in ESCROW, pursuant to a Purchase Agreement between the Depositor/Purchaser and the Seller, for release and delivery under the following terms and conditions:

- A. The Funds shall be disbursed in accordance with the terms of the Purchase Agreement; or
- B. Receipt by the Escrow Agent of written instruction signed by Depositor/Purchaser and Seller instructing the release and delivery of the Funds.

Upon the release and delivery of The Funds, this escrow shall terminate and Escrow Agent shall be released from any further liability. It is expressly understood by Seller and Depositor/Purchaser that Escrow Agent is acting in the capacity of a depository and is not as such responsible or liable for the terms of the Purchase Agreement or the sufficiency of the funds deposited herewith.

In the event of any dispute between Seller and Depositor/Purchaser regarding the release and delivery of The Funds, Escrow Agent shall not be liable for refusing to release and deliver said Funds until such time as the dispute has been satisfactorily settled and Escrow Agent has received either (1) a certified copy of a final judgment of a court of competent jurisdiction together with satisfactory evidence that any right of appeal has expired, or (2) a satisfactory written agreement signed by both Seller and Depositor/Purchaser.

Seller and Depositor/Purchaser, jointly and severally, hereby agree to reimburse Escrow Agent for any and all expenses, including attorney’s fees, which Escrow Agent may incur as a result of any legal proceedings affecting this Escrow Agreement or the performance of Escrow Agent’s duties.

This Escrow Agreement may only be amended by a written agreement signed by both Seller and Depositor/Purchaser and Received and accepted by Escrow Agent.

The provisions of this Escrow Agreement shall bind and insure to the benefit of the successors and assigns of Seller, Depositor/Purchaser and Escrow Agent.

ACCEPTED BY DEPOSITOR/PURCHASER:

ACCEPTED BY SELLER:

ESCROW AGENT'S ACCEPTANCE

Best Homes Title Agency, LLC. hereby accepts the foregoing Escrow Agreement and acknowledges receipt of the Funds.

Dated at Farmington Hills, Michigan on _____

BEST HOMES TITLE AGENCY, LLC

By:

Its Authorized Representative