

**TITLEONE**  
P.O. BOX 177  
BURLEY, IDAHO 83318  
(208) 878-1083

ESCROW NO. \_\_\_\_\_

**LONG-TERM ESCROW INSTRUCTIONS**

(BUYER)/PAYOR:

(SELLER)/PAYEE:

**Property Address (OR Legal Description if NO ADDRESS):**

**Property Type:** (Single Family, Condominium, Multi-Family, Manufactured Home/Mobile Home, Commercial-Non-Residential, Farm, Land, Single Family Investment Loan, Unsecured-Non- Real Estate)

**Occupancy Type:** (Primary Residence, Secondary Residence, Investment Property)

**Number of Properties:** \_\_\_\_\_ **Property ID No.** \_\_\_\_\_

The undersigned hand TitleOne (Escrow Agent) herewith the following documents to be held in escrow subject to the instructions hereinafter set forth, to which the undersigned, on behalf of themselves, their heirs, successors, assigns and personal representatives, agree:

- \*
- \*
- \*
- \*

**TERMS OF PAYMENTS:**

Principal balance payable in \_\_\_\_\_ installments of \$ \_\_\_\_\_ or more, including interest at the rate of \_\_\_\_\_ % per annum on the unpaid balance. Interest begins \_\_\_\_\_. First installment shall be due on or before \_\_\_\_\_ and subsequent installments due on or before the \_\_\_\_\_ day of each \_\_\_\_\_ thereafter for a period of \_\_\_\_\_ years, at which time the entire principal balance plus accrued interest are due and payable.

Payment Breakdown:

	\$	<b>Principal &amp; Interest</b>
	\$	<b>1/12<sup>th</sup> Hazard Insurance Reserves</b>
	\$	<b>1/12<sup>th</sup> Real Estate Property Tax Reserves</b>
	\$	<b>(Monthly, Quarterly, Semi-Annual, Annual) Escrow Fee due from Payor</b>
<b>TOTAL:</b>	<b>\$</b>	

The (Monthly, Quarterly, Semi-Annual, Annual) Escrow fee of \$ \_\_\_\_\_, paid to the Escrow Agent, shall be paid by:  
 Payee                       Payor                       1/2 by Payee and 1/2 by Payor                       Other

The one-time Long-term Escrow set-up fee of \$ \_\_\_\_\_ shall be paid by:  
 Payee                       Payor                       1/2 by Payee and 1/2 by Payor

All disbursements shall be made to the Escrow Agent. Disbursements will be made within a reasonable time after receipt by Escrow Agent, usually within two (2) business days, by depositing in U.S. Postal Service, First Class mail or its equivalent. Please make checks payable to TitleOne.

**DISBURSEMENTS OF PROCEEDS:**

You shall deduct from payments received by you the amount of your standard disbursement charges then in effect, whether payable by Payor or Payee. You shall pay or deposit the balance of proceeds as directed by Payee.

**LONG TERM ESCROW INSTRUCTION TERMS**

- 1. **INTEREST:** Interest shall be computed on the debt on the basis of 365 days per year unless the Payor and the Payee otherwise direct TitleOne in writing.
- 2. **NOTICE:** In the event any party demands TitleOne to deliver documents being held in the Escrow, TitleOne reserves the right to notify the other party(s) of such demand and may continue to hold the documents for a reasonable length of time after giving such notice before acting on the demand for delivery.
- 3. **CONDITIONAL RECEIPT:** Any payment made, other than in cash, shall be credited conditionally pending the receipt by TitleOne of available funds for the full payment.
- 4. **DISPUTES:** In the event of any disagreement between the Payor and the Payee resulting in adverse claims and demands being made by them or any of them upon TitleOne, TitleOne shall be entitled at its option to refuse to comply with the demand so long as such disagreement shall continue. In so refusing, TitleOne may refuse to deliver any moneys, papers or property so long as such disagreement shall continue and in so refusing TitleOne shall not become liable to the parties to this escrow for its failure and/or refusal to comply with the conflicting or adverse demands of the parties. TitleOne shall be entitled to continue to refrain to act until: (1) The parties have reached an agreement in their differences and shall have notified TitleOne in writing of such agreement or (2) the rights of the parties have been duly adjudicated by a court of competent jurisdiction. In connection with the latter alternative TitleOne may file an interpleader proceedings or other proceeding TitleOne may deem appropriate, and in any such event TitleOne shall not be liable for interest or damages.
- 5. **DUTIES:** Notwithstanding anything to the contrary herein, TitleOne shall have no duty to determine the performance or nonperformance of any term or condition of any contract or agreement between the parties and the duties and responsibilities of TitleOne are limited to those specifically stated herein. In accepting any funds, securities or documents delivered hereunder, TitleOne will not be required to construe any contract or instrument deposited with it.
- 6. **ADDRESSES AND TAX NUMBERS:** TitleOne may rely upon the addresses of the parties set forth on the reverse side of this agreement unless either party or parties shall notify TitleOne in writing of a change thereto.
- 7. **TERMINATION:** This escrow is to be completed in the manner and at the time provided in the documents. Unless it is so completed, or proper arrangements for extension thereof, including the payment of reasonable fees for the additional services rendered, are made on or before that time, TitleOne at any time after the expiration of one year from such time may close its records at which time the liability of TitleOne in connection with this escrow shall terminate.
- 8. **DEFAULT:** In the event a default is declared, TitleOne shall not be obligated to serve notice on any of the parties to this agreement, and, further, that should moneys or papers be deposited with TitleOne after the default, TitleOne may accept such moneys or papers and such acceptance shall be conditional until the dispute has been resolved in one of the methods provided in paragraph 4 above.
- 9. **ATTORNEY FEES:** In the event of any disagreement between the parties hereto, or demands or claims being made upon TitleOne by the parties hereto or any parties interested herein or by any other party, TitleOne shall have the right to employ legal counsel to advise it and/or represent it in any suit or action brought affecting the escrow and the parties hereto shall be Jointly and severally liable to TitleOne for any attorney fees, costs and disbursements incurred by TitleOne in connection herewith and upon demand shall pay the same to TitleOne.
- 10. **LIABILITY OF TITLEONE:** TitleOne shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection with this escrow. No liability will be incurred by TitleOne if, in the event of any dispute or question as to the construction of the directions of the instructions that act in accordance with the opinion of its legal counsel. TitleOne is authorized to act on any document believed by it to be genuine and to be signed by the proper party or parties and will incur no liability in so acting.
- 11. **ADDITIONAL TERMS:** It is understood by the parties signing the above escrow instructions and those escrow instructions which are attached hereto, if any, that such instructions constitute the whole agreement between this firm as an escrow agent and you as a principal to the escrow transaction. These instructions may not include all the terms of the agreement, which is the subject to this escrow. **READ THESE INSTRUCTIONS CAREFULLY AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.**

Dated this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Payor

\_\_\_\_\_  
Payee

\_\_\_\_\_  
Payor

\_\_\_\_\_  
Payee

**The above Escrow Instructions received and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**  
TITLEONE

By: \_\_\_\_\_