**GENERAL ESCROW PROVISIONS**

**DEFINITIONS**: "You" is defined as ${companyName} and any and all of its directors, officers, employees, representatives, and agents. "Parties" is defined as Buyer and Seller, collectively, who are involved in this escrow.

1. Escrow Holder is instructed to deposit all funds received by you with any state or national bank, state or federal savings bank, or state or federal savings and loan association, in a trust account in the name of Escrow Holder, without any liability for payment of interest. The funds may be withdrawn by you and disbursed in accordance with the written instructions of the parties. All disbursements are to be made by the Escrow Holder's trust account check unless instructed otherwise in writing. Escrow Holder will not indemnify any payee or guarantee signatures of any person or entity at any financial institution.

2. All deposits made by personal check, cashier's check, certified check or any deposit other than wire transfer are subject to clearance and payment by the financial institution on which drawn, and will be identified as collected funds when Escrow Holder's financial institution confirms that the funds are available for disbursement. If any check deposited by you is dishonored upon presentment for payment, you are authorized to notify all parties to this escrow, the Real Estate Broker(s) and Real Estate Agent(s) and any other person or entity you deem necessary, at your sole discretion.

3. All prorations and adjustments are to be made on the basis of a thirty (30) day month unless otherwise instructed in writing by all parties. The close of escrow with reference to prorations, adjustments and all purposes in this escrow shall be the day the instruments of conveyance are recorded with the county recorder. For proration purposes, unless otherwise agreed upon by the parties, the Buyer will have ownership of the real property which is the subject of this escrow for the close of escrow, regardless of the hour of recording. Interest on loans shall be prorated based on a 365 day year, unless otherwise specified by the beneficiary. If the date by which Buyer's or Seller's performances are due shall be other than your regular business day, such performances shall be due on your next succeeding business day.

4. Any funds disbursed during or at the close of escrow will be issued jointly to the parties designated as payee unless you are instructed otherwise in writing by all designated payees. The funds representing loan and/or sale proceeds will be disbursed jointly to all persons who were the record owners of the subject real property. All disbursements of funds and/or delivery of other documents or instruments concerning this escrow will be mailed to the entitled party by regular first-class mail, postage prepaid, at his respective address shown on file. However, at your discretion, you may send funds and/or other instruments or documents by certified or registered mail, overnight delivery, messenger or facsimile machine, in which case the party for whom the delivery was made agrees to pay the costs. The provisions of this paragraph include, but are not limited to, requests for demand statements, requests for beneficiary statements, requests for homeowners' association statements or any other requests as you may deem necessary for the timely closing of this escrow. You are to instruct the County Recorder to mail recorded documents to the entitled party at his respective address. You are to instruct the title company to mail the title policy(ies) to the Lender(s) or Buyer(s) as appropriate.

5. If a party unilaterally assigns or orders the proceeds of this escrow to be paid to a person or entity other than the original parties to this escrow, such assignment or order shall be irrevocable without the consent of the assignee and subordinate to the expenses of this escrow and liens of record on the subject property. If there are not sufficient proceeds at the close of escrow to pay such assignment or order, you are directed to close this escrow nevertheless. In such an event, you shall pay such assignment or order up to the net proceeds due the assigning party, and are not to be concerned with any remaining balance, if any, due said assignment or order escrow to be said to a person or entity other than the original parties to this escrow, such assignment or order shall be irrevocable without the consent of the assignee and subordinate to the expenses of this escrow and liens of record on the subject property. If there are not sufficient proceeds at the close of  
escrow to pay such assignment of order, you are directed to close this escrow nevertheless. In such an event, you shall pay such assignment or order up to the net proceeds due the assigning party, and are not to be concerned with any remaining balance, if any, due said assignment or order.

6. Unless otherwise agreed upon in writing by the parties, Seller and Buyer and/or Borrower, agree to pay on demand, whether or not this escrow closes, all expenses and charges incurred by you on their Behalf. You are authorized to charge, and the parties agree to pay, additional escrow fees for extraordinary services not within the range of customary escrow processing.

7. The parties jointly and severally, indemnify and hold you harmless against third-party claims for any fees, costs or expenses where you have acted in good faith, with reasonable care and prudence and/or in compliance with these instructions.

8. If necessary, proper or convenient for the closing of this escrow, you are authorized to deposit any documents and/or funds handed you under these Escrow Instructions, with any duly authorized sub-escrow agent, including, but not limited to: any bank, trust company, title insurance company, savings and loan association, or licensed escrow agent, subject to your order on or before close of escrow. The parties authorize the recordation of any instrument delivered through this escrow, if necessary for the issuance of the required title insurance policy or closing of this escrow.

9. If any form of Purchase Agreement or Amendment or Supplement (collectively "Purchase Agreement") is deposited into this escrow, it is understood that said document shall be effective only as between the parties signing the Purchase Agreement. You are not to be concerned with the terms of any Purchase Agreement, regardless of whether executed by you, and you are relieved of all responsibility and liability for the enforcement of its terms, unless specifically directed to Escrow Holder. Your only duty is to comply with the instructions set forth in the Escrow Instructions. You are not responsible for interpreting or acting on any provision of any Purchase Agreement on which these Escrow Instructions may be based and you shall not rely on any knowledge  
or understanding you may have of any such Purchase Agreement in ascertaining or performing your duties as Escrow Holder.

10. You shall make no physical inspection of the real property or personal property described in any instrument deposited in, or which is the subject of this escrow. You shall make no representations or warranties concerning any such real property or personal property and are not to be concerned with nor liable for the condition of real property or personal property. Unless otherwise directed in writing by the parties hereto, you shall conduct no lien or title search regarding the sale or transfer of any personal property through this escrow. Should any party desire that a lien or title search of personal property, the party requesting same shall deliver separate and specific written Escrow Instructions to you along with an agreement to pay additional escrow fees.

11. The parties agree that you have the responsibilities of an Escrow Holder only and there are no other legal relationships established in the terms and conditions of the escrow instructions. In connection with this escrow; (1) you shall have no duty or responsibility of notifying any of the parties to this escrow of any sale, resale, loan, exchange or other transaction involving any of the subject real property or personal property; (2) you shall have no responsibility or duty to disclose any benefit, including, but not limited to financial gain, realized by any person, corporation or firm involving the subject real property or personal property; and (3) you shall have no responsibility or duty to disclose any profit realized by any person, corporation or firm including, but not limited to: any Real Estate Broker, Real Estate Agent and/or a party to any other escrow, in connection therewith, although such other transaction may be handled by you in this escrow or in another escrow transaction. If, however, you are instructed in writing by any party, Lender or other entitled person to disclose any sale, resale, loan, exchange or other  
transaction involving the subject real property or personal property or any profit realized by any party to this escrow, you shall do so without incurring any liability.

12. You shall not be responsible in any way whatsoever for the following: (1) the sufficiency, validity or correctness of the signature of any party or any third party to this escrow, (2) the sufficiency or correctness as to form, manner of execution or validity of any documents deposited in this escrow, (3) the identity, authority or right of any per on  
executing the same, either as to documents of record or those handled in this escrow, or (4) the failure of any party to comply with any of the provisions of any agreement, contract or other instrument filed or deposited in this escrow or referred to in these Escrow Instructions. Your duties shall be limited to the safekeeping of money and documents received by you as Escrow Holder and for disposition in compliance with the written instructions accepted by you in this escrow. You shall not be required to take any action regarding the collection, maturity, or apparent illegality of any obligations  
deposited with you. The parties signatures on all Escrow Instructions and documents for this escrow indicates their unconditional acceptance and approval of same.

13. The parties shall cooperate with you in carrying out the terms of the mutually executed Escrow Instructions as deposited, and shall cooperate with you in completing this escrow. The parties shall deposit into escrow, upon request, any additional funds, instruments, documents, instructions, authorizations or other items that are reasonably necessary to enable you to comply with demands made on you by third parties, to secure policies of title insurance, or to otherwise carry out the terms of their instructions and close this escrow.

14. Escrow Holder, at its sole and absolute discretion, may withdraw from escrow at any time by providing five (5) days written notice to parties and tendering all documents and consideration held in escrow to the parties depositing same. Parties will hold Closeline, LLC and any and all of its officers, employees and agents fully and completely harmless from same.

15. If the conditions of this escrow have not been complied with at the expiration date of these Escrow Instructions, you are instructed to complete the conditions at the earliest possible time, unless Buyer or Seller has made written demand upon you for the return of the funds and/or instruments on deposit as per mutually executed Cancellation Instructions. The parties, jointly and severally, agree that if this escrow cancels or is otherwise terminated and not closed, the parties shall pay for any costs and expenses, which you have incurred or have become obligated for under these Escrow Instructions, including, but not limited to, attorney's fees, arbitration fees and costs and reasonable escrow fees for the services rendered by you. The parties agree that such costs and expenses shall be paid and deposited in escrow before any cancellation or other termination of this escrow is effective. The parties agree that said charges for expenses, costs and fees may be apportioned between Buyer and Seller in a manner which, in your sole discretion, you consider equitable, and that your decision will be binding and conclusive upon the parties. Upon receipt of mutual Cancellation Instructions or a final order or judgment of a court of competent jurisdiction with accompanying writs of execution, levies or garnishments, you are instructed to disburse the escrow funds and instruments in accordance with such Cancellation Instructions, order or judgment and accompanying writ and this escrow shall, without further notice, be considered terminated and cancelled.

16. If conflicting demands or notices are made or served upon you or any controversy arises between the parties or with any third person arising out of or relating to this escrow, you shall have the absolute right to withhold and stop all further proceedings in, and performance of this escrow until you receive written notification satisfactory to you of the settlement of the controversy by written agreement of the parties or by the final order of judgment of a court of competent jurisdiction without incurring any legal liability. All parties to this escrow, jointly and severally, promise to pay promptly on demand, as well as to indemnify and hold you harmless from and against all administrative governmental investigation, audit and legal fees, litigation and interpleader costs, damages, judgments, attorneys fees, arbitration costs and fees expenses, obligations and liabilities of every kind (collectively "costs"), which in good faith you may incur or suffer, whether said costs arise during performance of or subsequent to this escrow, directly or indirectly, and whether at trial or on appeal. You are given a lien upon all the rights titles and interest of the parties and all escrow papers and other property and monies deposited into this escrow to protect your rights and to indemnify and reimburse you. If the parties do not pay any costs due you under the terms and conditions of the Escrow instructions or do not pay for costs and attorney's fees incurred in any litigation or interpleader, on demand, they each agree to pay a reasonable fee for any attorney services which may be required to collect such fees or expense, whether attorneys' fees are incurred before trial, at trial, on appeal or in arbitration.

17. You are authorized to destroy or otherwise dispose of any and all documents, papers, Escrow Instructions, correspondence and records or other material constituting or pertaining to this escrow at any time after five (5) years from the date of: (1) the close of escrow; (2) the date of cancellation; or (3) the date of the last activity, without liability and without further notice to the parties.

18. The parties acknowledge and understand that you, as Escrow Holder, are not authorized to practice the law nor do you give financial advice. The parties are advised to seek independent legal and financial counsel and advice concerning the effect of these Escrow Instructions. The parties acknowledge that no representations are made by you about the legal sufficiency, legal and/or tax consequences, or financial effects of this escrow.

19. You shall not be liable for any of your acts or omissions done in good faith nor for any claims, demands, losses or damages made or suffered by any party to this escrow, excepting as may arise through or be caused by your gross neglect or willful misconduct. In the event of a shortfall, whether by omission or error in calculation, all parties, jointly and severally, promise to pay promptly on demand, any cost and/or charge which should have been paid at the close of escrow.

20. SEVERABILITY: If any provision of these Instructions is held invalid or  unenforceable, the other portions of these Instructions shall nevertheless continue in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all circumstances.

21. LEGAL FEES: If any legal action or other proceeding is brought for enforcement of these Instructions, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of these Instructions, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which they may be entitled.

22. PRIVACY NOTICE: AGENT recognizes the importance of protecting the confidentiality of non-public information in our possession. One of our highest priorities is assuring clients that non-public personal customer information gathered in our rendering of services will be held secure. We restrict access to non-public personal information to those employees who have a need to such information to provide our services. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard non-public personal consumer information to an external non-affiliated organization unless we have authorization or are required by law. We  
require organizations that provide support services on our behalf to conform to our privacy standards.

23. Time is of the essence.  
End of General Escrow Provisions.

${BorrowersSignatures}

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_