

**1BREATTL**

East West Bank  
1900 Avenue of the Stars  
Los Angeles, CA 90067  
Routing No.: 322070381  
Account No.: 83232686  
Title Number: [ <<Other Ref #1>> ]  
Credit to <<Company Name>> Brea Title Trust Account

**1GLENDALE**

East West Bank  
1900 Avenue of the Stars  
Los Angeles, CA 90067  
ROUTING NO: 322070381  
ACCOUNT NO: 83232702  
Title Number: [ <<Other Ref #1>> ]  
Credit to <<Company Name>> Glendale Title Trust Account

**1ORANGE**

East West Bank  
1900 Avenue of the Stars  
Los Angeles, CA 90067  
Routing No.: 322070381  
Account No.: 83232660  
Title Number: <<Other Ref #1>>  
Credit to <<Company Name>> Orange Title Payoff Trust Account

**1WOODLAND**

East West Bank  
1900 Avenue of the Stars  
Los Angeles, CA 90067  
Routing No.: 322070381  
Account No.: 83232710  
Title Number: <<Other Ref #1>>  
Credit to <<Company Name>> Woodland Hills Title Payoff Trust Account

**abanhome**

**##. ABANDONMENT OF HOMESTEAD:** Borrower herein acknowledges and accepts, that as a condition for making a loan the new lender requires the Declaration of Homestead presently existing on the subject property be abandoned.

Borrower will hand you an executed Declaration of Abandonment which you are authorized and instructed to record concurrently with said new trust deed.

Borrower further acknowledges they have been directed to seek the counsel of their own attorney and/or CPA for any possible consequences which may arise by reason of the recordation of said Declaration of Abandonment.

### Accel

- ##. ACCELERATION:** Anything herein to the contrary notwithstanding, in the event of a voluntary sale, transfer or conveyance of all or any portion of the property described herein, any indebtedness or obligation due under the Note secured hereby, shall at the option of the holder hereof, immediately become due and payable.

### acmdeed1

- ##. ACCOMMODATION DEED - NO TITLE INSURANCE:** Escrow Holder is requested, as an accommodation only, to draw Grant Deed in order that title on subject property shall be vested as follows:

[ ]

Escrow holder is instructed not to affix any documentary transfer tax to said Grant Deed. Said deed is to be recorded concurrently with the documents in this escrow. Borrowers herein have satisfied themselves as to any consequences of this transfer of title as the same related to possible reassessment and increase of real property taxes, and escrow holder is released and relieved from any responsibility and/or liability in connection with the same. Borrower herein acknowledges that escrow holder is drawing the Grant Deed as an accommodation only and that no title insurance is being issued in connection therewith. The undersigned specifically instruct escrow holder to cause the following recital to be included in said Grant Deed:

[ ]

### addbuyer

- ##. ADDITION OF BUYER:** The instructions in this escrow are hereby modified, amended and/or supplemented in the following particulars only:

- A. Buyer's vesting to read as follows: <<Buyer Names & Title>>
- B. Signature hereto of <<Buyer Names>> shall be deemed his/her/their approval and acceptance of all terms and conditions contained in the Purchase Contract and/or Supplemental Instructions thereto as if same originally named him/her/they as Buyer therein.
- C. Seller, by their signature hereto, agreed to the addition of <<Buyer Names>> as Buyer.
- D. Funds on deposit for Buyer's credit shall not be for the credit of new buyer named herein.

Escrow Holder is hereby authorized and instructed to correct any and all documents, above the signature of the parties, as necessary in order to reflect vesting as shown above.

### addlchgs

- ##. **ADDITIONAL CHARGES FOR COURIER:** The undersigned hereby authorize and instruct Escrow Holder to charge each party to the escrow for their respective Federal Express, UPS, or special mail handling/courier. Unless specified in writing, by the undersigned, Escrow Holder is authorized to select special mail/delivery or courier service to be used.

### appliagr

- ##. **APPLIANCE AGREEMENT:** All heating, cooling, plumbing, electrical, and smoke detector(s) to be in working order at close of escrow, per separate Appliance and Equipment Agreement to be deposited prior to close of escrow.

### asbdisc

- ##. **ASBESTOS DISCLOSURE:** Buyer and Seller have been advised of the presence of asbestos on the property located at: <<Property Address>>, <<Property Address #2>>, <<Property Location>>. Buyer and Seller understand and are aware of the potential hazards of asbestos. Real estate licensees are not qualified to evaluate or advise on the presence of asbestos, its conditions or potential for a health hazard. Buyer and Seller acknowledge receipt of a copy of the asbestos inspection report by a licensed asbestos inspection company dated [ ], identifying the presence of asbestos at the property. Seller and buyer acknowledge that there is asbestos present.

Buyer and Seller agree to indemnify and hold harmless <<Company Name>> and the real estate brokers and their agents for any and all claims and damages related to asbestos at the property.

This amended escrow instruction supplements the real estate transfer disclosure provided previously.

### asis

- ##. **"AS IS" CONDITION:** The buyer herein is purchasing subject property in its present physical condition and without any other representation by seller, broker, real estate agent or Escrow Holder.

### asisext

- ##. **"AS IS" (EXTENDED VERSION):** The subject property shall be purchased in its current "as is" condition, and Buyer takes said property subject to the current zoning, the current soil and geological condition of said property, and the current legal and physical title and condition thereof. The reliance of Buyer shall be solely on his own inspection of said property and the inspection of his professional experts and engineers, if any, and shall not be in reliance upon Seller, any representative, agent, officer, or employee thereof, or any other person acting for or on behalf of either party in any manner. Buyer understands that Seller makes no warranties or representations regarding the legal, physical or soil condition of said property nor any warranties or representations with regard to the usability of any of said property for building requirements, or any other requirements which the <<Property County>> County or any other public entity might place on the property or upon the owner thereof.

### assumptn

**##. ASSUMPTION/HOLD HARMLESS:** We, the undersigned, are in receipt of the Beneficiary's Statement from <<Lender #1 Name>> dated [     ], reference loan number <<Lender #1 Loan Number>>.

We are aware that upon the option of <<Lender #1 Name>> they may cause all sums remaining due on the Note secured by the above-referenced loan to become immediately due and payable.

You are instructed to immediately proceed to close this escrow without the written consent of <<Lender #1 Name>> with reference to the conveyance of the property that is the subject of this escrow, and with reference to their encumbrance.

We, the undersigned, in consideration for you acting in our behalf as Escrow Holder in complying with these instructions, agree to hold <<Company Name>> harmless, and agree to pay all costs and defend <<Company Name>> in the event of any litigation or adverse action that might arise.

### bosnsrch

**##. BILL OF SALE:** Seller herein has handed you a Bill of Sale as per inventory approved by the Buyers, covering the furniture and furnishings located at <<Property Address>>, <<Property Address #2>>, <<Property Location>>. The Bill of Sale is to be delivered to the Buyer at the close of escrow. Do not record said Bill of Sale. Buyer hereby approves copies of Bill of Sale with inventory as attached hereto. No search of the records of the office of the California Secretary of State and/or the <<Property County>> County is to be ordered through escrow. No representation has been made by <<Company Name>> as to the condition of title to the property which is the subject of this Bill of Sale.

### buydep

**##. BUYERS DEPOSIT REMOVES CONTINGENCIES:** Buyer's final deposit of funds into this escrow shall constitute their approval of all the terms and conditions stated in these escrow instructions or amendments thereto.

### buyfees

**##. BUYER'S CHARGES:** Escrow Holder is instructed to debit the Buyer's account and pay Buyer's usual costs and charges, including, but not limited to: Buyer's portion of the escrow fee, document preparation, recording fees, Lender's Policy of Title Insurance premium, if any, and new loan charges as instructed by Lender, if any. In the event the new loan is an FHA or VA loan, charges shall be debited to the buyer in accordance with FHA and VA regulations.

### CALFIRE

**##. CAL FIRE:** The property being sold may be subject to a Fire Prevention Fee Assessment issued by the State Board of Equalization (BOE) on behalf of the California Department of Forestry and Fire Protection. The undersigned Buyer and Seller instruct Escrow Holder NOT to pay any unpaid assessments at closing and NOT to prorate any unpaid assessments at closing. Instead, Buyer and Seller elect to make any payments and adjustments direct and outside of escrow.

### calvet

- ##. **CAL VET FINANCING:** The parties hereto acknowledge that the Buyer herein is in the process of obtaining a new Cal-Vet loan to purchase the subject property and that title shall be vested <<Buyer Names & Title>> as to the equitable interest created by a Contract of Sale and Purchase, Contract No. [ ] executed by the Department of Veterans Affairs of the State of California, as Vendor, and <<Buyer Names>>, as Vendee, recorded [ ], as Instrument No. [ ]; and THE DEPARTMENT OF VETERANS AFFAIRS OF THE STATE OF CALIFORNIA, as to the legal title.

### cancelsupr

- ##. CANCEL AND SUPERSEDING INSTRUCTIONS: THESE INSTRUCTIONS CANCEL AND SUPERSEDE ESCROW INSTRUCTIONS DATED [ ], INCLUDING ALL AMENDMENTS AND SUPPLEMENTS THERETO DATED PRIOR TO THESE INSTRUCTIONS.

### checkissue

- ##. **CHECKS TO BE ISSUED AT CLOSE OF ESCROW:** I/We the undersigned Buyer/Borrower/Seller hereby acknowledge that we are aware that <<Company Name>> will issue a check payable to the undersigned in payment of Seller's proceeds/Borrower's proceeds or Buyer's excess deposit refund. I/We further acknowledge and agree that said check will be presented to the bank for deposit as soon as possible after receipt, and collection and payment of the funds will only be done through the regular banking channels.

### cityinspection

- ##. **City Inspection/Other items – Buyer Responsibility:** Escrow holder is instructed to proceed with the closing of escrow without reference to city/municipal requirements, if any, including but not limited to reports related to residential building records, assessment liens, sewer laterals, water conservation devices, retrofit or compliance-related matters. Additionally, a municipality may have the ability to add past due amounts for certain unpaid charges, including but not limited to water supply, waste collection, sewage and utilities to future property tax bills and buyer assumes full responsibility for those increases, if applicable. All parties hereby fully agree to relieve, release, indemnify and hold harmless Escrow Holder from any and all liability and/or responsibility in connection with service interruption and any ramifications that may occur as a result of same.

If required, buyer shall obtain any reports and remit any funds due direct and outside of escrow, and buyer assumes full responsibility for any such items. Buyer further holds <<Company Name>>, seller, brokers, agents and buyer's lender, if any, harmless and without any liability with regard to any loss, damage, injury or expense to buyer or buyer's property related to such matters.

### clsallcash

- ##. **CLOSING COSTS (ALL CASH):** Clarification is hereby made in the fact that the Seller will be paying a portion (or all) of the Buyer's closing costs, in an amount not to exceed <<Seller Total Due>> (\$<<Seller Total Due>>), however said closing costs are limited to the Escrow Fee, Title Insurance Premium, Recording Fees and any other standard fee associated with an "ALL CASH"

transaction. Seller will not pay for Fire Insurance Premium, Loan Fees or any other fee that is not considered a standard closing cost on an "ALL CASH" transaction.

### cncuraft

##. **CLOSE CONCURRENT/AFTER:** <<Company Name>> is hereby instructed and authorized to close this escrow concurrent or after Escrow No. [ ] at [ ].

<<Company Name>> is authorized and instructed to record documents required in this transaction, however no funds will be disbursed from this escrow, including but not limited to the [Seller/Borrower] proceeds and payoff checks, until the funds are received from [ ] and have been deposited into the bank account of <<Company Name>>.

### cncurbf

##. **CLOSE CONCURRENT/BEFORE:** <<Company Name>> is hereby instructed and authorized to close this escrow concurrent or before Escrow No. [ ] at [ ]. <<Company Name>> is further instructed to disburse \$[ ] to said Title Company upon close of escrow.

### coe

##. **CLOSE OF ESCROW:** Close of escrow to be on or before <<Date Closed>>, or thereafter, unless revoked by written demand on you by the undersigned in accordance with Paragraph 7 of General Provisions attached hereto and made a part hereof.

### coesuppl

##. **CLOSE OF ESCROW - SUPPLEMENTAL:** Close of escrow to be on or before <<Date Closed>>, unless revoked by written demand on you by the undersigned.

### comlescncssns

##. **COMMISSION (LESS CONCESSIONS):** The undersigned brokers are aware the aforementioned commission amount is based upon the anticipated "net amount" to the Seller (which is the sales price less Seller's concessions). Said amount is subject to change based upon the amount of the maximum allowable Seller's concession. Escrow Holder is further authorized and instructed to adjust the commission accordingly without further approval from the parties herein.

### concurrent

The lien of this Deed of Trust is inferior and subordinate to the lien of that certain Trust Deed executed by Trustors named above for the benefit of [ ] dated [ ] securing an original amount of \$[ ], which is recorded concurrently herewith.

### contingency

#### **Contingency**

The close of this escrow is contingent upon Buyer(s) being able to obtain and qualify for the new first Deed of Trust set forth above, pursuant to the terms and conditions contained in the lenders instructions. Close of escrow is also contingent upon the appraisal being equal to or greater than the purchase price. Buyer's execution of loan documents constitutes their approval of the terms and conditions contained therein.

### corpres

- ##. **CORPORATE RESOLUTION REQUIRED:** Prior to close of escrow, [ ] will deliver to <<Company Name>> a current Corporate Resolution certifying those officers duly authorized to execute documents on behalf of [ ].

### courtorens

- ##. Consummation of this escrow is contingent upon the Grantor procuring Court Order Confirming Sale to the above Vestee. Seller shall cause to be deposited into escrow certified copy of Court Order Confirming Sale for recording at Seller's expense.

### crcard-02

- ##. **CREDIT CARD PAYMENTS:** As a condition of funding, the new lender requires certain credit card and installment accounts be paid through escrow. <<Buyer Names>> hereby agrees, prior to close of escrow, to provide actual statements of accounts required by lender to be paid.

In the event accounts have been paid in full or the balances reduced outside of this escrow written evidence of payment will be provided to escrow before close. A [Enter Amt & press ALT+1] Dollar (\$[ ]) fee will be charged for each disbursement of an unsecured credit payoff. <<Buyer Names>> understands the payments will be sent via regular first class mail.

<<Company Name>> shall not be responsible and/or liable for any balances paid on the above accounts in excess or less than amounts currently owed, or for any late charge accruals. <<Buyer Names>> will hold <<Company Name>> harmless and indemnify such against any losses or damages by reason of compliance with these instructions.

### crcommbuy

- ##. **CREDIT COMMISSION TO BUYER:** <<Company Name>> is authorized and instructed to credit <<Buyer Names>> a portion of the commission due [ ] in the amount of [Enter Amt & press ALT+1] (\$[ ]) to be used as closing funds. <<Company Name>> is instructed to request the balance of the closing funds from the Buyer for the purpose of recording and closing this transaction as if this commission had already been earned and paid to the Broker. All parties hereto understand that this commission credit is necessary to complete Buyer's closing funds in this transaction and Seller warrants that this sum will be paid at the close of escrow. It is agreed between the Buyer, Seller and Broker that this credit is not to be repaid through the terms of this transaction. Terms for repayment, if any, shall be handled outside and after the close of escrow by and between the Buyer and the Broker. <<Company Name>> shall not be held responsible and/or liable for the requirements of disclosure, if any, required by law.

### creditbdebits

- ##. **CREDIT BUYER & DEBIT SELLER AT CLOSE OF ESCROW:** At the close of escrow, you are hereby authorized and instructed to debit the account of the Seller and credit the account of the Buyer with a sum not to exceed <<Seller Total Due>> (\$<<Seller Total Due>>), representing [ ].

### creditlinepo

- ##. **CREDIT LINE PAYOFF:** In the event escrow is required to pay a loan in full that is a revolving line of credit or equity line loan through this escrow, escrow agent is authorized and instructed by the undersigned owner to request that the lender issuing the demand for said loan freeze said revolving line or equity line of credit against any additional advances.

### creditsdebitb

- ##. **CREDIT SELLER & DEBIT BUYER AT CLOSE OF ESCROW:** At the close of escrow, you are hereby authorized and instructed to credit the account of the Seller and debit the account of the Buyer with a sum not to exceed <<Buyer Total Due>> Dollars (\$<<Buyer Total Due>>), representing [ ].

### crosscollat

- ##. **CROSS COLLATERALIZATION:** The undersigned parties are aware that the property located at <<Property Address>>, <<Property Address #2>>, <<Property Location>> is being used as additional collateral to secure the promissory note created in order to purchase the property that is the subject of this transaction.

Escrow Holder is hereby authorized and instructed to place the following language on the face of each Deed of Trust:

This deed of trust is being recorded as additional collateral for a note secured by a deed of trust executed by <<Buyer Name & Title>> as trustor, in favor of <<Lender #1 Name>> as beneficiary in the original amount of <<LENDER #1 LOAN AMOUNT>> Dollars (\$<<Lender #1 Loan Amount>>), of even date herewith.

### crossdefault

- ##. **CROSS DEFAULT:** The undersigned parties are aware that the property located at <<Property Address>>, <<Property Address #2>>, <<Property Location>> is being used as additional collateral to secure the Promissory Note created in order to purchase the property that is the subject of this transaction.

Escrow Holder is hereby authorized and instructed to place the following language on the face of each Deed of Trust:

Default under one such deed of trust shall constitute default under all other deed(s) of trust.



### deedoftouts

- ##. DEED OF TRUST PREPARED OUTSIDE OF ESCROW:** The undersigned parties have handed escrow a note secured by a deed of trust and deed of trust in the amount of \$[ ], dated [ ], in favor of [ ] and executed by [ ]. All parties agree that escrow holder did not prepare the note and shall not be liable or responsible for the terms, validity and/or enforceability of the contents contained therein. In the event of a foreclosure, the parties are aware that <<Company Name>> may not perform the foreclosure services, and a substitute trustee may need to be designated.

### deletebuyer

- ##. DELETION OF BUYER:** The instructions in this escrow are hereby modified, amended and/or supplemented in the following particulars only:
- [ ], hereby waives any and all interest in and to, and all right to acquire title to, the property which is the subject of this escrow.
  - All funds now on deposit are hereby assigned to the remaining buyers as follows:  
<<Buyer Names>>
  - Buyer vesting is read as follows: [<<Buyer Names & Title>>]. Escrow Holder is hereby authorized and instructed to correct any documents, above the parties' signature, as necessary in order to reflect vesting as shown above.

Signature of this amendment by all parties shall be deemed their full approval of all terms as stated herein.

### delprent

- ##. DELIVER PURCHASE CONTRACT TO ESCROW:** The parties hereto acknowledge that they have entered into a Contract for the Purchase and Sale of Real Estate (Deposit Receipt) affecting this transaction. It is expressly agreed that these instructions shall control over said Contract. However, any matters which are expressly covered by said Contract which are not expressly covered by these instructions shall continue to be effective. <<Company Name>> shall be bound solely by these instructions and shall not be concerned with said Contract, or any outside agreement even though it may come into knowledge, or be deposited in the escrow.

### demand

- ##. DEMAND AUTHORIZATION AND INTEREST ACCRUING:** Escrow Holder is authorized to obtain demands and reconveyances and/or releases of existing encumbrances not to remain of record and to pay said demands at close of escrow from the account of seller herein. Seller is aware that interest on the existing loan(s) does not stop accruing at close of escrow, but continues until the actual day of receipt of the payoff to Lender. In the event an FHA loan is being paid off, interest may accrue past the date of receipt by lender pursuant to the terms of the note securing the loan.

### demndnot

- ##. DEMANDS NOT IN:** [Seller or Borrower] hereby acknowledges that <<Company Name>> has not received, as of this date, a written demand from [<<S Payoff #1 To>>] indicating the amounts necessary to pay the loan of said lender in full. The figures shown in the [Seller's or

**Borrower's]** Estimated Closing Statement are approximate predicated on amounts provided by the **[Seller or Borrower]** or on amounts provided verbally by the Lender. You are hereby authorized and instructed to pay said lender's demand based on their written statement, including but not limited to, the principal balance, interest, prepayment penalties, impound deficiencies and any other fees required by said lender without further approval from the undersigned. We hereby acknowledge that the figures shown herein as the approximate amounts due to said lender are subject to change pursuant to the written demand of the lender and you are authorized to adjust our net proceeds accordingly.

### disagent

- ##. DISCLOSURE-AGENT AS BUYER:** Seller understands that the Buyer is a California Real Estate Licensee, acting as a principal for his own account.

### disagnt2

- ##. DISCLOSURE-AGENT AS SELLER:** Buyer understands that the Seller is a California Real Estate Licensee, acting as a principal for his own account.

### discred

- ##. DISCLOSURE-CONCURRENT RESALE:** Please be informed that **<<Buyer Names>>**, Buyer, has opened an escrow with [ ] for the concurrent resale of all or a portion of the property that is the subject of this escrow. This is to advise that the proceeds of the sale will be used towards the purchase of the property in this escrow. Therefore, **<<Company Name>>** is authorized and instructed to record documents required in this transaction even though all of Buyer's funds will not have been deposited into this escrow. **<<Company Name>>** is instructed to transfer the remainder of Buyer's funds upon the concurrent recordation of the resale transaction.

### disdbbuy

- ##. DISCLOSURE - DOUBLE ESCROW (INITIAL ACQUISITION):** The closing of this escrow is subject to and contingent upon the concurrent closing of Escrow No. [ ] ("Resale Escrow"), wherein Buyer herein is selling the subject property at an increased purchase price.

Seller acknowledges that proceeds from the Resale Escrow transactions are the source of all or part of the purchase price herein. Escrow Holder is authorized and instructed to record all appropriate documents regarding this escrow, even though funds necessary to consummate this transaction will not be transferred to this escrow until after such documents are recorded.

With full knowledge of the foregoing, the parties hereto authorize and instruct Escrow Holder to proceed with the closing of this escrow pursuant to instructions relative thereto. The Parties further agree that Escrow Holder shall have no liability for and shall be held harmless from any matter resulting from Escrow Holder's compliance with these instructions.

### disdbsel

- ##. DISCLOSURE - DOUBLE ESCROW (RESALE OF ACQUISITION):** The closing of this escrow is subject to and contingent upon the concurrent closing of Escrow No. [ ] ("Acquisition Escrow"), wherein Seller herein is acquiring the subject property at a lesser purchase price.

Buyer is aware that all or a portion of the proceeds from this transaction are the source of all or a portion of the purchase price in the Acquisition Escrow. Escrow Holder is authorized and instructed to transfer funds from Seller's proceeds in this escrow to the Acquisition Escrow sufficient for purchase of the subject property and closing of the Acquisition Escrow.

With full knowledge of the foregoing, the parties hereto, including any Lender providing new financing for the acquisition of the subject property, authorize and instruct Escrow Holder to proceed with the closing of this escrow pursuant to instructions relative thereto. The Parties further agree that Escrow Holder shall have no liability for and shall be held harmless from any matter resulting from Escrow Holder's compliance with these instructions.

### disparty

- ##. **DISCLOSURE - PARTIES RELATED TO [ ]:** The parties to this transaction are hereby notified that the [ ] is related to an employee of <<Company Name>> who [is or is not] a corporate officer and may be a shareholder of the parent corporation.

### disprop

- ##. **DISCLOSURE-SELLER PROPERTY DISCLOSURE:** <<Company Name>> is hereby relieved of any liability in connection with any adherence and compliance with California Civil Code Section 1102.6, "Sellers Disclosure to Said Property". The undersigned agree to such adherence and compliance outside of this escrow.

### docentpt

- ##. **DOCS SIGNED IN COUNTERPART:** These instructions/documents are executed in counterpart to facilitate this transaction each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and these counterparts together constitute one and the same instrument.

### dosaccel

- ##. **DUE ON SALE (ACCELERATION):** If the Trustors shall sell, convey, or alienate said property or any part thereof, or any interest therein, or shall be divested of their title in any manner or way, whether voluntarily or involuntarily, any indebtedness or obligation secured hereby, irrespective of the maturity date expressed in any note evidencing the same, at the option of the holder hereof and without demand or notice, shall immediately become due and payable.

### dual

- ##. **DUAL AGENCY:** Buyer and Seller herein acknowledge and state that they are aware that [ ] is acting in a dual agent capacity by representing both Buyer and Seller in this transaction.

### dueonsale-02

- ##. **DUE ON SALE:** Anything herein to the contrary notwithstanding, in the event of a voluntary sale, transfer or conveyance of all or any portion of the property described in the deed of trust securing this note, any indebtedness or obligation hereunder, shall at the option of the holder hereof, immediately become due and payable.

encremrec

## ##. FREE FROM ENCUMBRANCES EXCEPT:

1. Current general and special taxes for the fiscal year in which this escrow closes, and taxes for the ensuing year, if any, a lien not yet due and payable;
2. **The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California;**
3. Bonds and Assessments with no delinquent payments, if any; covenants, conditions restrictions, reservations, easements and rights of way now of record, if any;
4. [ ] Deed of Trust, to record, securing a note for \$[ ] in favor of [ ].

estonlydiscl

##. **"ESTIMATE ONLY" DISCLSORE:** Please be advised that this is an Estimate Only. The fees shown herein are based solely on the information provided and are subject to the lender's final closing instructions. Any changes, including but not limited to the sales price, loan amount, requested endorsements, number of pages to be recorded, documents to be recorded and number of loan packages will results in a change to the figures provided. Please review the above carefully as the Settlement Agent will not be held liable for the accuracy or completeness of the information received or for the failure to request updated figures if the terms have changed or additional services are required.

exaccwa

##. **EXCHANGE/ACCOMMODATOR:** The undersigned hereby instruct <<Company Name>> that they have selected [ ] as their qualified intermediary. <<Company Name>> is to direct deed the property under said escrow from Exchanger to Buyer. All documents and duties of a qualified intermediary as defined under the final regulations of Section 1031 of the Internal Revenue Code are being done by said Intermediary and <<Company Name>> is hereby relieved of all responsibility and/or liability as to the preparation of said documents and their validity and fulfillment/compliance of the duties of the qualified intermediary.

Exchanger hereby acknowledges that <<Company Name>> is not acting as Exchanger's tax advisor and does not warrant or represent that the exchange agreements under this escrow will qualify for tax deferral under Section 1031 of the Internal Revenue Code or otherwise. Exchanger has obtained separate, independent advise from an attorney or tax advisor concerning the requirements for a qualified like kind exchange under Section 1031. The parties agree that the Exchanger's conveyance of the property is not conditioned upon qualification of this escrow under Section 1031, and that the property shall be conveyed regardless of the ultimate tax effect on any transaction pursuant to this escrow.

exbuypur

##. **EXCHANGE/BUYER AGREES TO PURCHASE:** Buyer understands that Seller does not wish to sell his property. He wishes and intends to exchange it for another parcel or parcels of property. Buyer agrees to fully cooperate with Seller and to purchase subject property described as: <<Property Address>>, <<Property Address #2>>, <<Property Location>> which Seller wishes to exchange for subject property, including any and all costs and expenses incurred by Buyer in connection with the acquisition of same, does not exceed the total purchase price of subject property and provided further that the terms and conditions of purchase of such other parcel(s)

are satisfactory to Buyer and that the escrows for purchase of such other parcel(s) can be so structured as to close concurrently herewith and that the escrows for purchase of such other parcel(s) of property shall reduce the amount of money to be deposited and released to Seller in like amount as set forth herein. In the event the terms and conditions for the acquisition of such other parcel(s) is not satisfactory to Buyer, prior to the date set forth herein for close of escrow, Seller agrees to continue with the sale of this property regardless of the above.

### exdirdd

- ##. EXCHANGE/DIRECT DEED:** The undersigned parties, in an effort to avoid additional transfer taxes, instruct escrow to prepare one deed from Exchanger to ultimate Buyer. This is done at the advice of an attorney and/or accountant and no representation has been made by <<Company Name>> as to the ramifications or validity of such a transfer. The undersigned is aware that should the County not accept this manner of transfer, additional transfer tax could be due. Knowing this, the undersigned do hereby hold <<Company Name>> harmless against any claims and or litigation that could result by means of this method of transfer.

### exnscsh

- ##. EXCHANGE/INSUFFICIENT CASH FLOW:** The closing of this escrow is subject to and contingent upon the concurrent closing of escrow number [ ]. Seller herein is aware of the resale of the subject property by the Buyer in said concurrent escrow transaction. Seller approves that all or a portion of the purchase price herein is being derived from said transaction. Therefore, escrow holder is authorized and instructed to record all documents specified in this escrow transaction even though Buyer's funds necessary to consummate this transaction will not have been transferred to this escrow until after the recordation of said documents. <<Company Name>> is to transfer required funds upon the concurrent recordation of said escrow number.

### exrelfin

- ##. EXCHANGE/QUALIFIED INTERMEDIARY DISCLOSURE:** The parties to this escrow acknowledge that Escrow Holder has made no recommendations of any nature regarding the selection of said qualified intermediary and Escrow Holder has made no representations or provided any information with respect to the financial condition and/or accounting practices of the qualified intermediary.

### exrelsesc

- ##. EXCHANGE/NOTIFICATION-DELAYED:** It is the intent of the First Party to effect and/or complete a tax deferred exchange under the terms of §1031 of the Internal Revenue Code. Exchanger hereby acknowledges that Escrow Holder is not acting as Exchanger's tax advisor and does not warrant or represent that the exchange agreements under this escrow will qualify for tax deferral under §1031 of the Internal Revenue Code or otherwise. Exchanger has obtained separate, independent advice from an attorney concerning the requirements for a qualified like-kind exchange under §1031. The parties agree that the Exchanger's conveyance and/or acquisition of the property is not conditioned upon qualification of this escrow under §1031, and that the property shall be conveyed and/or acquired regardless of the ultimate tax effect on any transaction pursuant to this escrow. The parties to this escrow agree to indemnify and hold Escrow Holder harmless from any and all claims or loss incurred by reason of any action or inaction of said qualified intermediary.

[exrelsnwa](#)

- ##. EXCHANGE/RELEASE FROM DOCUMENTATION REQUEST OF ACCOMMODATOR:** The undersigned instructs Escrow Holder that they have selected [ ] as their qualified intermediary. Escrow Holder is to direct deed the property under said escrow from Exchanger to Buyer. All documents and duties of a qualified intermediary as defined under the final regulations of §1031 of the Internal Revenue Code are being done by [ ] and Escrow Holder is hereby relieved of all preparation of said documents and their validity and fulfillment/compliance of the duties of the qualified intermediary.

[exrght](#)

- ##. EXCHANGE/SELLER RIGHT TO EXCHANGE:** It is Seller's intention, in lieu of a sale of subject property, to locate other real property for the purpose of effecting a tax deferred exchange of the subject property. Buyer herein agrees to cooperate with Seller in effecting same, at no additional cost or liability to Buyer. All parties are aware that these instructions will be superseded by exchange instructions at a later date. If Seller is unable to locate suitable exchange property, this escrow will close as an installment sale.

[extaxfr](#)

- ##. EXCHANGE/TAX FREE RECITAL WITH HOLD HARMLESS:** It is the intent of the First Party to effect a tax deferred exchange under the terms of Section 1031 of the Internal Revenue Code, and First Party acknowledge(s) that they have been advised to seek the counsel of their own tax attorney or certified public accountant for the determination of any income tax consequences of this exchange, and therefore, fully indemnify and hold <<Company Name>> harmless from any loss which First Party may sustain in the event the transaction set forth in these Escrow Instructions is audited by the Internal Revenue Service and is disallowed as a tax deferred exchange under the terms of Section 1031 of the Internal Revenue Code, and like conforming sections of the Revenue and Taxation Code of California.

[exvest](#)

- ##. EXCHANGE/TITLE VESTED:** Upon the close and recordation of this escrow, the Grant Deed shall record vesting title in <<Buyer Names & Title>>, however only one title insurance policy is to be issued for this escrow and Escrow Number [ ] which is being recorded concurrently herewith wherein subject property is being resold through an exchange transaction. Said title insurance policy shall be issued showing subject property vested in <<Buyer Names & Title>> the Buyer in said concurrent Escrow Number [ ].

[facsig](#)

- ##. FACSIMILE SIGNATURE:** Escrow Holder is hereby authorized and instructed that, in the event any party utilizes "facsimile" transmitted signed documents or instructions to Escrow Holder, you are to rely on the same for all escrow instruction purposes and the closing of escrow as if they bore original signatures. Each party shall provide to the other party and to Escrow Holder, within 72 hours after transmission, duplicate original documents or instructions bearing the original signatures. Each party further acknowledges and agrees that documents with non-original signatures may not be accepted for recording by the County Recorder, therefore no closing or recording may take place without the submission of the original documents.

**fhaescs**

- ##. FHA ESCAPE CLAUSE:** It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the property of not less than <<Sales Price>> Dollars (\$<<Sales Price>>). The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. The Purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

**FHAPAYOFF**

- ##. FHA PAYOFF:** We, the undersigned borrower(s), understand that the loan being paid off through this escrow is an FHA loan and could incur additional interest penalties. We also acknowledge and accept that in the event the loan proceeds from my lender are not delivered to the escrow within the time frame allowed to payoff off the existing loan by [ ] it may result in my paying an additional 30 days of interest on said FHA loan.

**firptapay**

- ##. FIRPTA - PAY FEDERAL & CALIFORNIA:** Buyer and Seller hand you herewith IRS Form Numbers 8288 and 8288-A and State of California Form 593. You are instructed to debit the Seller's account in the amount of Ten Percent (10%) of the total consideration and forward those funds at close of escrow to the Internal Revenue Service Center along with the above referenced IRS forms. In addition, you are instructed to debit the Seller's account a sum equal to Three And One Third Percent (3 1/3%) of the total consideration or the alternative amount as indicated on the Form 593 and forward said funds to the State of California together with Form 593 to the address referenced in said Form 593.

**freeformnonum**

[ ]

**freeformnonumind**

[ ]

**freeformnum**

- ##. [ ]**

**FSBO**

- ##. FOR SALE BY OWNER:** The parties hereto understand and acknowledge that the duties of the escrow holder are limited solely to the specific provisions incorporated in these instructions.



Functions that would normally be handled by a real estate licensee, including but not limited to, the preparation of purchase agreements and disclosures, notification of required City, County or State disclosure reports, ordering of any reports and inspections, and representing the physical conditions of improvements and the real property, shall all be the total responsibility of the principals to this transaction.

<<Company Name>> recommends the parties hereto obtain the opinion of an attorney or the advice of a real estate agent on any particulars pertaining to the transfer of subject property. The parties further relieve <<Company Name>> from all liability whatsoever in connection with such matters.

### FSBOmegan

#### **##. FSBO - MEGAN'S LAW**

AS A MATTER OF RECORD ONLY: Buyer acknowledges receipt of the following information from Seller as required by California Civil Code Section 2079.10a. Insert as follows:

Notice: The California Department of Justice, Sheriff and Police Departments servicing Jurisdictions of 200,000 persons or more, and many other local law enforcement authorities, maintain for public access a Database of the locations of persons required to register pursuant to Section 290.4 (a) of the Penal Code. This database is updated quarterly and is a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a 900 Area Code Telephone Service. Callers must have specific information about the individuals that they are checking. Information regarding neighborhoods is not available through this service.

### fundpaidout

**##. FUNDS PAID OUTSIDE OF ESCROW:** Buyer has paid to Seller, outside of this escrow, the sum of [Enter Amt & press ALT+1] Dollars (\$[ ]) receipt of which is hereby acknowledged by signature to these instructions. Escrow Holder is hereby authorized and instructed to debit seller, credit buyer with said amount upon close of escrow.

### fundreleasepr

**##. FUNDS RELEASED PRIOR TO CLOSE:** Seller has requested that Buyer release and pay through this escrow the sum of [Enter Amt & press ALT+1] Dollars (\$[ ]), at once, and prior to the consummation of this escrow.

Buyer understands that <<Company Name>> makes no warranty or representation of any kind, express or implied as to the ownership of or title to the property described in this escrow, nor to any encumbrances or liens thereon, nor as to the condition and/or the ultimate outcome of this escrow nor in any manner or form as an inducement to make the above payment.

Furthermore, Buyer fully realizes that no instruments have been filed in his favor, have been recorded, nor policy of title insurance issued to protect his interest in said property, Buyer nevertheless desires to accommodate Seller and release funds as requested above.

Therefore, from funds herewith on deposit in this escrow, you are hereby authorized and instructed to pay said funds as requested above upon receipt of this instruction executed by all parties hereto.



<<Company Name>> is not to be held liable or responsible for any loss or damage which Buyer may sustain by reason of making the above payment, nor for failure of any of the conditions of this escrow, nor for the recovery of said money for any reason whatsoever.

Funds release pursuant to the above Instructions shall represent a part of the total consideration.

### [gdfnddis](#)

- ##. **GOOD FUNDS-DISBURSE WHEN AVAILABLE:** [ ] authorize and instruct <<Company Name>> to record all documents required in this escrow when all the conditions of this escrow have been met and upon receipt and deposit of all funds necessary to consummate this transaction in the form of a cashier's check, teller's check or certified check regardless of whether the funds are available for disbursement in accordance with [California Insurance Code 12413.1][Reg. CC]. Immediately upon availability of the deposited instrument, <<Company Name>> is instructed to disburse all funds in accordance with these instructions and/or the attached estimated closing statement.

### [hazins](#)

- ##. Buyer agrees to provide new hazard insurance policy acceptable to lender and to authorize payment of premium through escrow unless a paid receipt is provided to escrow.

### [hoa2](#)

#### **Homeowners Association**

Escrow Holder is hereby authorized and instructed to obtain from the homeowner's association or its management company, a statement setting forth the amount of the monthly homeowner's association dues to be \$[ ] a month and the date to which same has been paid; any delinquent amounts as of close of escrow are to be paid by the Seller herein. Transfer fee of \$100.00 shall be paid by seller. Initiation fee of \$[ ] to be paid by buyer(s).

### [hoa](#)

- ##. **HOMEOWNERS ASSOCIATION STATEMENT:** Escrow Holder is instructed to obtain a statement from the Homeowner's Association servicing the subject property and to charge the account of the seller to bring said account current, if applicable. You are further directed to charge the account of [ ] transfer fees as required by the Association. Said Statement is to be approved in writing by buyer and seller prior to close of escrow.

Seller has furnished, and buyer hereby acknowledges receipt of (or seller will furnish buyer, prior to close of escrow) copies of the CC&R's Bylaws, Articles of Incorporation, Budget, Financial Statement and other such matters as required under Civil Code Section 1368. Escrow Holder shall have no duty or responsibility for the procurement and/or delivery of such documents.

### [hoaupfrontfees](#)

- ##. **HOMEOWNERS ASSOCIATION STATEMENT WITH UPFRONT FEES:** Escrow Holder is authorized and instructed to obtain a statement from the Homeowner's Association servicing subject property and to charge the account of the Seller to bring said account current, if applicable. You are further directed to charge the account of [the Buyer and Seller each with half of the][the [ ] with] transfer fees and document fees as required by the Association.

Seller has furnished and the Buyer hereby acknowledged receipt of (or Seller will furnish to Buyer, prior to the close of escrow) copies of the CC&R's, By-Laws, Articles of Incorporation, Budget, Financial Statement, Minutes and other such matters as required under Civil Code Section 1368. Seller agrees to transfer to Buyer, direct and outside of escrow, any appurtenant HOA items such as gate keys, card keys and passes, which Seller may have access to. Seller and Buyer hold Escrow Holder harmless and without liability whatsoever regarding the transfer of said items or payment or deposit to the association which may be due for same.

All parties herein state and agree that in the event said Association requires an upfront fee to obtain the statement and/or documents, Escrow Holder is authorized and instructed to pay same from the Buyer's funds on deposit and charge the account of the seller, if applicable, at the close of escrow. Said funds shall be paid and released from escrow prior to the close of escrow. All parties herein are aware that the release of these funds maybe be deemed NON-REFUNDABLE in the event this escrow cancels. In the event that the Buyer is entitled to a refund of their full deposit, the Seller hereby agrees to reimburse the buyer for any such expenses. The Buyer understands and agrees that any funds due them from the Seller shall be paid outside of escrow and Escrow Holder shall have no control or authority to collect said funds. Escrow Holder is hereby released of any and all liability in connection with same.

### homebuy

- ##. HOME WARRANTY - BUYER PAYS:** Buyer agrees to purchase a Home Warranty from the Company of their choice and agrees to provide Escrow Holder an application and funds to pay for same.

### homesel

- ##. HOME WARRANTY - SELLER PAYS:** Seller agrees to purchase a Home Protection from [ ] for the benefit of the Buyer herein (the terms, conditions and legal effects of which are of no concern nor liability to Escrow Holder). In the event this plan is handed to Escrow Holder, you are instructed to deliver same to buyer at the close of escrow. Billing for same is to be paid from Seller's proceeds at the close of escrow, in the amount not to exceed [ ] (\$[ ]), any additional amounts due shall be paid from the account of the Buyer.

### homewaiv

- ##. HOME WARRANTY WAIVER:** All parties acknowledge that it is agreed that there will be no Home Warranty provided or paid for through escrow and Escrow Holder is not to be of any concern with same.

### huddeed

- ##.** Being the same property acquired by the Grantor pursuant to the provisions of the National Housing Act, as amended (12 U.S.C. Section 1701) and the Department of Housing and Urban Development Act (42 U.S.C. Section 3531). Said conveyance is made subject to all covenants, easements, restrictions, reservations, conditions and rights appearing of record against the above described property; also subject to any statement of facts which an accurate survey of said property would show.

In witness whereof, the undersigned on [ ], has set his/her hand and seal as the Secretary of Housing and Urban Development, under authority and by virtue of 50 F.R. 42099 (10/17/85).

impprivln

**##. IMPOUNDS FOR PRIVATE LOAN:** Parties have agreed that the loan being created herein will be impounded for taxes and insurance and that the initial monthly installment will be [Enter Amt & press ALT+1] Dollars (\$[ ]). Said amount is comprised of [Enter Amt & press ALT+1] Dollars (\$[ ]) (1/12th of the annual taxes) and [Enter Amt & press ALT+1] Dollars (\$[ ]) (1/12th of the annual insurance premium).

In order to establish said impound account, Escrow Holder is hereby instructed to debit the account of the Buyer with the amount of [Enter Amt & press ALT+1] Dollars (\$[ ]) which represents [ ] ([ ]) months of the annual insurance premium and [Enter Amt & press ALT+1] Dollars (\$[ ]), which represents [ ] ([ ]) months of the annual taxes. Escrow holder is further instructed to pay same to the Beneficiary. In the event this is a "Seller Carry Back" transaction, Escrow Holder will credit the Seller's account for same upon the close of escrow.

It will be the responsibility of the Beneficiary (or Seller if applicable) herein to pay all installments and/or premiums when same become due.

Escrow Holder is instructed to add the following language to the Note being created herein:

It is further understood and agreed that the Payor shall pay the Payee for future payment to the appropriate entity by Payee, in addition to and at the time of the regular payments due hereunder, an amount equal to 1/12th of the annual insurance premium and 1/12th of the annual taxes ("monthly impounds"). It will be the responsibility of the Payee to make the appropriate payments as same becomes due. Should the amount of the annual payments due increase or decrease, then the monthly impound due from the Payor hereunder shall be increased or decreased proportionately. The Payee shall notify the Payor of any change in the monthly impounds in writing. Upon payment in full of the Note, Payee shall promptly refund any remaining monthly impound funds directly to Payor. Upon payment in full of this Note it shall be the sole responsibility of the Payor to pay any tax or insurance bills as same becomes due.

indepact

**##.** The closing of this escrow is subject to the terms and conditions of the Independent Administration of Estates Act (Probate Code 591-591.9).

- a. Court-certified copy of Letters (Testamentary or Administration);
- b. Copy of Will;
- c. Copy of Petition, Notice of Proposed Action, Waivers and/or Consents if applicable;
- d. If applicable, a written statement or letter that time period for objections has passed without objection;
- e. If a written statement or letter regarding payment or other disposition of any federal or state inheritance or other estate-related tax obligations;

If full authority has not been granted, a court-certified copy of the Order Confirming Sale will be required in advance of closing.

insinfo

**##. INSURANCE:** Borrower/Buyer hereby agrees to provide escrow with an evidence of insurance, in compliance with the Lender's Instructions.

Insurance Company: \_\_\_\_\_

Agents Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Any additional coverage desired by Buyer shall be handled outside of this escrow and will be no concern to Escrow Holder whatsoever.

### insmastr

- ##. **INSURANCE – MASTER POLICY:** The undersigned acknowledge the subject property is covered by a Master Insurance Policy provided through the Homeowner's Association (dwelling only), and that the premium therefore is included in the monthly association dues.

Any additional coverage desired by [ ] shall be handled outside of this escrow and will be of no concern to Escrow Holder whatsoever.

### Interspousal

- ##. It is the express intent of the grantor, being the spouse of the grantee, to convey all right, title and interest of the grantor, community or otherwise, in and to the herein described property to the grantee as her sole and separate property.

### IRSREPORT

- ##. **IRS REPORTING:** According to Federal Law, the Seller, when applicable, will be required to complete a sales activity report that will be utilized to generate a 1099-S statement to the Internal Revenue Service. No other 1099 reporting will be completed or processed by the settlement agent at closing. Any other 1099 reporting called for in the purchase contract shall be handled between the parties direct and outside of this escrow. Escrow holder shall not be concerned with same.

### jtaccept-02

- ##. **JOINT TENANCY ACCEPTANCE:** <<Buyer 1>> and <<Buyer 2>>, hereby accept interest herein conveyed, as Joint Tenants.

### jtacceptsingle

- ##. **JOINT TENANCY ACCEPTANCE - SINGLE DOCUMENT:** It is the intent and purpose of [ ], spouse of [ ], by joining in as a Grantor, to divest himself/herself of any and all interest, community or otherwise, and to vest in the name of his/her spouse as his/her sole and separate property and to consent to the Joint Tenancy herein created.

### leaseop

- ##. **LEASE OPTION:** As a matter of agreement between Buyer and Seller herein, Buyer shall be given possession of property that is the subject of this escrow prior to the close of escrow on a lease option basis of [Enter Amt & press ALT+1] Dollars (\$[ ]) per month, payable in advance on the [ ] day of each month. Said payments shall be paid to Seller, outside of escrow, and all

payments so made EXCEPTING [Enter Amt & press ALT+1] Dollars (\$[ ]) shall apply toward the Total Consideration herein upon consummation of this escrow. In the event this escrow shall cancel for any reason, any payments so made shall be considered non-refundable by and between the parties. Escrow Holder shall credit Buyer and debit Seller for payments received outside of escrow EXCEPTING [Enter Amt & press ALT+1] Dollars (\$[ ]) pursuant to statement delivered by Seller and approved by Buyer prior to close of escrow. Said payments shall further be pro-rated to the date of close of escrow in accordance with said statement.

Buyer and Seller do hereby hold <<Company Name>> harmless and waive any and all liability on the part of the Escrow Holder to secure Fire or other Insurance on behalf of Buyer or Seller. The parties hereto shall contact their own insurance agent outside of escrow or make an agreement with the agent on the present insurance policy to afford protection to their specifications while the Buyer is in possession prior to close of escrow.

### [lend2pays](#)

- ##. **LENDER TO PAY COSTS OF BORROWER:** Notwithstanding any other provision of these instructions, Borrowers acknowledge that lender (or broker) will be depositing funds into the escrow to cover the Borrower's non-recurring closing costs in an amount not to exceed [Enter Amt & press ALT+1] Dollars (\$[ ]). Escrow Holder is instructed to credit Borrower's account for said sum and in the event said sum is in excess of those necessary for the closing, Escrow Holder is further instructed to refund said excess directly to lender (or broker) without any further approval or authorization from the undersigned borrowers.

### [LENDERTERM2](#)

- ##. **LENDER RATE AND TERMS:** Borrower will execute and deliver a new [=phrasebox finance=] Second Deed of Trust to be recorded which secures a note in the amount of <<Lender #2 Loan Amount>> Dollars (\$<<Lender #2 Loan Amount>>), as per its terms in favor of <<Lender #2 Name>>, with interest at [ ] Percent ([ ]%) being a [ ] Rate loan, all due and payable on [ ]. Borrower's signatures on the loan documents shall constitute their approval of the terms and conditions contained therein.

### [lenderterm](#)

- ##. **LENDER RATE AND TERMS:** Borrower will execute and deliver a new [=phrasebox finance=] First Deed of Trust to be recorded which secures a note in the amount of One Dollars (\$<<Lender #1 Loan Amount>>), as per its terms in favor of <<Lender #1 Name>>, with interest at [ ] Percent ([ ]%) being a [ ] Rate loan, all due and payable on [ ]. Borrower's signatures on the loan documents shall constitute their approval of the terms and conditions contained therein.

### [loanamt](#)

- ##. **LOAN AMOUNT – ESTIMATE ONLY – NO SELLER APPROVAL:** The actual amount of the loan being obtained by buyer is a matter between the buyer and lender and any amount stated herein is an estimate only. Seller is not concerned should this amount be increased or decreased prior to the close of escrow and seller waives the requirement of signing any additional escrow instruction in regards to this particular matter only.

### loanfund

- ##. Buyer is aware the new loan may be funded at least one day prior to the date of recordation of documents and close of escrow and that interest will commence on said loan as of the date of funding. Should escrow close after a weekend or holiday, Buyer is aware that interest will be charged during such weekend or holiday and Buyer agrees to bear the cost of said interest and will hold Escrow Holder harmless in connection therewith.

### lsinsaddlinst

- ##. The undersigned hereby authorize and instruct Escrow Holder to charge each party to the escrow for their respective Federal Express and/or special mail handling/courier fees. Unless specified in writing, by the undersigned, Escrow Holder is authorized to select special mail/delivery or courier service to be used.

### Nballoon

- ##. **BALLOON PAYMENT:** This Note is subject to Section 2966 of the Civil Code, which provides that the holder of this Note shall give written notice to the Trustor, or his successor in interest, of prescribed information at least ninety (90) and not more than one hundred fifty (150) days before any balloon payment is due.

### ncacceptancedate

- ##. **Acceptance Date:** Parties agree that the acceptance date is deemed to be [     ].

### ncAltaHomeowner

- ##. **Policy of Title Insurance:** An [     ] Policy of Title Insurance will be issued by [ <<Underwriter Name>> ] at the close of escrow.

### nccloseescrow

- ##. **Close of Escrow:** Close of escrow to be on or before <<Date Closed>>, or thereafter, unless revoked by written demand on you by the undersigned.

### ncpurchaseprice-02

- ##. **Purchase Price:** The purchase price for the subject property is \$<<Sales Price>>.

### ncsclegaldesc-02

- ##. **Approval of Legal Description for Subject Property:** Seller(s) signature(s) on the conveying Grant Deed, and Buyer(s) approval of the Preliminary Report, shall be deemed as each party's approval of the legal description contained therein as the exact description for the subject property of this escrow and Escrow Holder may rely upon such approval in processing this transaction.

[LGLESCROW]

### NDTdosaccel

- ##. DUE ON SALE (ACCELERATION):** If the Trustors shall sell, convey, or alienate said property or any part thereof, or any interest therein, or shall be divested of their title in any manner or way, whether voluntarily or involuntarily, any indebtedness or obligation secured hereby, irrespective of the maturity date expressed in any note evidencing the same, at the option of the holder hereof and without demand or notice, shall immediately become due and payable.

### NDTonetimedt

- ##. ONE TIME TRANSFER - DEED OF TRUST:** Beneficiaries herein agree to allow a one time transfer of the property secured by this Deed of Trust without accelerating the due date of the Note secured hereby.

### NDTonetimenote

- ##. ONE TIME TRANSFER - NOTE:** The Deed of Trust securing this note contains the following provisions. Beneficiaries herein agree to allow a one time transfer of the property secured by the Deed of Trust without accelerating the due date of the Note secured hereby.

### NDTprepaypen-03

- ##. PREPAYMENT PENALTY:** An amount not exceeding twenty percent (20%) of the original principal amount may be prepaid in any twelve (12) month period without penalty. A prepayment charge may be imposed on any amount prepaid in any twelve (12) month period in excess of twenty percent (20%) of the original principal amount of the loan which charge shall not exceed an amount equal to the payment of six (6) months' advance interest on the amount prepaid in excess of twenty percent (20%) of the original principal amount. If the loan is prepaid in whole or in part, at any time, but only a prepayment made within five (5) years of the date of execution of such mortgage or deed of trust may be subject to a prepayment charge of [Enter Amt & press ALT+1] Dollars (\$[ ]).

### NDTprepaypenbrkr

- ##. PREPAYMENT PENALTY:** An amount not exceeding twenty percent (20%) of the unpaid balance may be prepaid in any twelve (12) month period. A prepayment charge may be imposed on any amount prepaid in any twelve (12) month period in excess of twenty percent (20%) of the unpaid balance which charge shall not exceed an amount equal to the payment of six (6) months' advance interest on the amount prepaid in excess of twenty percent (20%) of the unpaid balance. If the loan is prepaid in whole or in part, at any time, but only a prepayment made within seven (7) years of the date of execution of such mortgage or deed of trust may be subject to a prepayment charge of [Enter Amt & press ALT+1] Dollars (\$[ ]).

### NDTprepaypennonres

- ##. PREPAYMENT PENALTY:** In the event of any principal prepayment, there shall be a penalty assessed in the amount of [Enter Amt & press ALT+1] Dollars (\$[ ]).

### newloan

#### **New Loan**

First Trust Deed, TO RECORD, executed by Buyer in favor of lender of Buyer's choice, to secure a new conventional loan in the amount of \$[ ], at a fixed interest rate of [ ]%, for a term of 30 years. All costs in connection with this financing shall be paid by the Buyer(s).

### NEWLOANDOCAITD

**##. PREPARE NEW AITD DOCUMENTS:** Escrow holder is instructed to prepare an All Inclusive Note and Deed of Trust in favor of Seller in the principal amount of \$[ ] with interest at [ ], beginning on [ ] and continuing until [ ]. Payments in the amount of \$[ ] beginning on [ ] and [monthly, qtrly, annually] thereafter until [ ] at which time the unpaid principal balance and interest accrued shall be due and payable.

Escrow Holder is relieved of all responsibility and/or liability as to the validity, sufficiency, and/or enforcement of the terms and/or provisions contained in the recitals as outlined above to be inserted in Note. Said recitals have been dictated by all parties herein and Buyer's execution of said note and deed of trust shall constitute approval of same. Seller shall read and approve said documents as to form and content.

### NEWLOANDOCPREP

**##. NEW LOAN DOC PREP:** Escrow holder is instructed to prepare a [=phrasebox aidt=] Note and Deed of Trust in favor of Seller (or third party lender) in the principal amount of \$[ ] with interest at [ ], beginning on [ ] and continuing until [ ]. Payments in the amount of \$[ ] beginning on [ ] and [=phrasebox pmt=] thereafter until [ ] at which time the unpaid principal balance and interest accrued shall be due and payable.

### NEWLOANDOCREL

**##. DOCUMENT PREPARATION NON-RESPONSIBILITY/LIABILITY:** Escrow Holder is relieved of all responsibility and/or liability as to the validity, sufficiency, and/or enforcement of the terms and/or provisions contained in the recitals as outlined above to be inserted in Note. Said recitals have been dictated by all parties herein and Buyer's execution of said note and deed of trust shall constitute approval of same. Seller shall read and approve said documents as to form and content.

### Nlatechg-02

**##. LATE CHARGE:** In the event that any payment, or any portion thereof, due hereunder is not received by the Payee within [ ] ([ ]) days after the due date thereof, the undersigned agrees to pay to Payee, in addition to the regular [ ] payment, a late charge of [ ] Percent ([ ]%) (or) [Enter Amt & press ALT+1] Dollars (\$[ ]).



### Nlatechgballoon

- ##. **LATE CHARGE:** If any balloon payment is late, then the late fee on the balloon payment shall be [Enter Amt & press ALT+1] Dollars (\$[ ]). A late balloon payment shall not be accepted without the applicable late charge.

### Nlatechgdaily

- ##. **LATE CHARGE:** Any payment that is not received on or before the due date, shall incur a late penalty of [Enter Amt & press ALT+1] Dollars (\$[ ]) per day thereafter.

### Nlatechgpercent

- ##. **LATE CHARGE:** Any payment that is received at least [ ] ([ ]) days past due shall incur a late fee in the amount equal to [ ] Percent ([ ]%) of the late payment.

### Nlatechgreject

- ##. **LATE CHARGE - LATE PAYMENTS RECEIVED:** Any late payment received without the applicable late charge shall be rejected by the Account Servicing Agent and shall not be accepted until such time as the late charges incurred are paid with the late payment.

### Nlatechgundaccrue

- ##. **LATE CHARGE - UNPAID LATE CHARGES ACCUMULATED:** Any late payment received without the applicable late charge shall be accepted by the Account Servicing Agent, and the unpaid late charge(s) shall accrue as a separate balance, which shall not accrue with interest.

### Nlatechgundprin

- ##. **LATE CHARGE - UNPAID LATE CHARGES ADDED TO PRINCIPAL:** Any late payment received without the applicable late charge shall be accepted by the Account Servicing Agent, and the unpaid late charge shall be added to the principal balance and shall accrue interest as does the principal.

### NOCASHOUT

- ##. **NO CASH OUT LOAN – A:** Escrow Holder is advised that this is a NO CASH OUT LOAN and any funds [in excess of \$0.00] remaining from the loan proceeds at close of escrow, shall be paid to the lender as a principal reduction.

### NOCITYRPT9A

- ##. **CITY REPORT - NO 9A - LOS ANGELES:** Buyer and Seller herein acknowledge that Escrow Holder may not be in receipt of the City Report (9a) covering the subject property prior to the close of this escrow. All parties hereto further acknowledge, by evidence of their signatures hereon, that the Los Angeles City Ordinance governing the above referenced City Report requires the Buyer receive a copy of said report PRIOR to the transfer of title to any Buyer on residential property (including vacant

land) and further the parties hereto acknowledge that they are aware that this requirement CANNOT BE WAIVED. Buyer and Seller herein nevertheless desire that the Escrow Holder proceed with the closing of this escrow PRIOR to receipt of said 9a report herein. All parties hereby fully agree to relieve, release, indemnify and hold harmless Escrow Holder and Brokers from any and all liability and/or responsibility in connection with this instruction and any ramifications that may occur as a result of same. Furthermore, Seller agrees that they shall remain fully liable and responsible for the correction of any irregularities which are disclosed on such 9a report, IF ANY, at Seller's expense outside of this escrow of which Escrow Holder and Brokers are not to be held liable nor responsible in any manner whatsoever. Escrow Holder's sole concern herein shall be to forward the issued 9a report to Buyer immediately upon Escrow Holder's receipt of same from the City of Los Angeles. Seller and Buyer further acknowledge that they are aware that said report, among other items, contains information pertinent to the property's authorized occupancy and use, legal number of units, sewer connection and permits, weed abatement, pending and/or future special assessment liens and smoke detector, impact hazard glazing and water conservation ordinances.

#### [nocsoutl](#)

- ##. **NO CASH OUT LOAN:** Escrow Holder is advised that this is a NO CASH OUT LOAN and any funds in excess of [the lesser of 2% of the new loan amount or] \$[ ] remaining from the loan proceeds at close of escrow, shall be paid to lender as a principal reduction.

#### [nonresalien](#)

- ##. **NON-RESIDENT ALIEN:** The Foreign Investment in Real Property Tax Act (FIRPTA), Title 26 U.S.C., Section 1445, and the regulations there under, provide in part, that a transferee (buyer) of a U.S. real property interest from a foreign person (non-resident alien) must withhold a tax equal to ten percent (10%) of the amount realized on the disposition, report the transaction and remit the withholding to the Internal Revenue Service within twenty (20) days after the transfer. <<Company Name>> has not and will not participate in any determination of whether the FIRPTA tax provisions are applicable to the subject transaction, nor act as a Qualified Substitute nor furnish tax advice to any party to the transaction. <<Company Name>> is not responsible for determining whether the transaction will qualify for an exception or an exemption and is not responsible for the filing of any tax forms with the Internal Revenue Service as they relate to FIRPTA. <<Company Name>> is not the agent for the buyer for the purposes of receiving and analyzing any evidence or documentation that the Seller in the subject transaction is a U.S. citizen or resident alien. The buyer is advised they must independently make a determination of whether the contemplated transaction is taxable or non-taxable and the applicability of the withholding requirement to the subject transaction, and should seek the advice of their attorney or accountant. <<Company Name>> is not responsible for the payment of this tax and/or and penalty and/or interest incurred in connection therewith and such taxes are not a matter covered by the Owner's Policy of Title Insurance to be issued to the Buyer. The Buyer is advised they bear full responsibility for compliance with the tax withholding requirement if applicable and/or for payment of any tax, interest, penalties and/or other expenses that may be due on the subject transaction.

#### [notarygui](#)

- ##. **Notary Guidelines:** The undersigned parties are herein made aware that <<Company Name>> requires that the borrower/buyer loan documents be signed with an employee of <<Company Name>>, or signed with [ ] (outside signing company), or signed with a Corporate approved

notary. Please NOTE there are NO EXCEPTIONS to these guidelines and it is strongly recommended that arrangements are made early in the order to avoid delays in closing the transaction.

### notliennopay

**##. NOTICE OF LIEN (SUBJECT TO - WITH NO PAYMENTS AT COE):** Buyer is aware and acknowledges that there is/are currently a lien(s) in favor of [ ] on the subject property as shown in that certain Preliminary Report dated <<Prelim Effective Date>> and shown as item(s) [ ] (a copy of said lien(s) is attached hereto and made a part hereof). Buyer has read, understands and approves that the existing violation(s) shall remain on the subject property and agrees to take title subject to the lien(s).

Buyer further acknowledges and authorizes <<Internal Title Officer Name>> to show the subject lien(s) on the Owner's Policy of Title Insurance being issued in connection with this transaction.

Buyer agrees to hold Escrow Holder, Title Company, Seller and Broker/Agents harmless and without recourse in connection with the liens or their effect on the subject property.

### notlienpay

**##. NOTICE OF LIEN (SUBJECT TO - PAY AMOUNTS DUE AT CLOSING):** Buyer is aware and acknowledges that there is/are currently a lien(s) in favor of [ ] on the subject property as shown in that certain Preliminary Report dated <<Prelim Effective Date>> and shown as item(s) [ ] (a copy of said lien(s) is attached hereto and made a part hereof). Buyer has read, understands and approves that the existing violation(s) shall remain on the subject property and agrees to take title subject to the lien(s). Seller shall pay the existing violation amounts and penalties accrued thereon, if any, however any work required to cure said violation will not and shall not be performed by the Seller. Any and all work required and future inspection fees shall be paid by the buyer outside of escrow.

Buyer further acknowledges and authorizes <<Internal Title Officer Name>> to show the subject lien(s) on the Owner's Policy of Title Insurance being issued in connection with this transaction.

Buyer agrees to hold Escrow Holder, Title Company, Seller and Broker/Agents harmless and without recourse in connection with the liens or their effect on the subject property.

### oneprock

**##. ONE PROCEEDS CHECK:** [Seller][Borrower] proceeds will be disbursed in the form of one check payable to the order of all [Seller][Borrower] unless Escrow Holder is provided with written instructions from all [Seller][Borrower] to do otherwise. Such checks require the personal endorsement of all payees to be negotiable.

### onlybindagr

**##. ONLY BINDING AGREEMENT:** These instructions and all further fully signed amendments to these instructions constitute the only agreement between buyer and seller concerning the real property subject to this escrow and also constitute an enforceable agreement whereby seller agrees to sell the subject property to buyer, and buyer agrees to purchase subject property from seller.

[opendate](#)

- ##. **OPENING DATE OF ESCROW:** The opening date of this escrow shall be the date that Escrow Holder received identical instructions, executed by both Buyer and Seller herein. Escrow Holder shall so notify both parties as to said opening date.

[ordcsal](#)

- ##. **ORDER CONFIRMING SALE REQUIRED:** Consummation of this escrow is contingent upon the Seller procuring a Court Order Confirming Sale to the Buyer. Seller shall cause to be deposited into escrow a court-certified copy of the Court Order Confirming Sale for recording at Seller's expense.

[paybillsesc](#)

- ##. **PAYMENT OF BILLS THROUGH ESCROW - LENDER REQUIRES BILLS TO BE PAID IN FULL:** Escrow Holder does not guarantee payment in full on any of the bills paid through escrow. Per Lender's instructions, the title company is paying bills based on the latest available statement(s) as provided by Borrower(s).

[pctesccls1229](#)

Cannot include document of this type at the moment.

[pctesccls](#)

Cannot include document of this type at the moment.

[pocchgs](#)

- ##. The items indicated by "P.O.C." or "PAID" or "\*" are included at the direction of the Lender for disclosure purposes only. The Escrow Holder/Settlement Agent has no knowledge of these expenditures, except as provided by the Lender. They have not and cannot be verified as to the amount, the payee, nor actual payment and no liability is assumed by the closing agent as to the validity and/or sufficiency thereof.

[poweratty](#)

- ##. **POWER OF ATTORNEY:** I hand you herewith a [ ] Power of Attorney executed by the undersigned and naming [ ] as my Attorney-in-Fact. <<Company Name>> is hereby instructed to accept the instructions of [ ] in this escrow and to act upon same as though given by me personally. <<Company Name>> is further instructed to accept his/her signature on my behalf as approval of all documents and instructions in this escrow.

[preapp1](#)

- ##. **PRELIM APPROVAL:** This escrow and buyer's and seller's obligations herein are contingent upon the buyer's approval of the items in the preliminary report to which buyer's title will be subject, within [ ] ([ ]) calendar days of buyer's receipt thereof, sent by certified mail, return receipt requested. In the event the preliminary report is personally delivered, a return receipt shall be requested. If written disapproval of any matter is not delivered to Escrow Holder

within the time specified above, then all such matters shall be deemed approved and this contingency satisfied.

### preapp2

- ##. **PRELIMINARY REPORT APPROVAL:** The closing of this escrow is contingent upon the Buyer's approval of the preliminary report issued by [<<Title Company Name>>] dated [ ] including Covenants, Conditions and Restrictions, if any, on subject property, within [ ] days from Buyer's receipt thereof. Such approval to be given to Escrow Holder in writing.

### preapp3

- ##. **PRELIMINARY REPORT APPROVAL (C.A.R. 2010):** I have read the Preliminary Report dated [ ], covering the property described in your above-numbered escrow, and approve the Policy of Title Insurance to be issued to me as required by my instructions to include as encumbrances therein Item Nos. [ ] of said report, in addition to those specific items described in my escrow instructions or created by me.

I hereby acknowledge receipt of copy of said Preliminary Report and the report has satisfied, or by this acknowledgement we waive, the condition as listed under Paragraph 12A of the Purchase Agreement.

### prelim-ccrs

#### **Prelim/CC&R's**

Buyer(s) and Seller(s), by their signatures hereon, acknowledge that they have read and approved the preliminary title report. Buyer(s), by their signatures hereon, acknowledge that they have read and approved the Covenants, Conditions and Restrictions.

### propdiscl

- ##. **Property Disclosure Report:** Seller, at their expense and prior to escrow closing, shall provide to Buyer a property disclosure report covering subject property. Escrow Holder shall order said disclosure report through any reliable company and pay premium for it from Seller's Account at the close of this Escrow.

### prorate

- ##. **PRORATIONS:**  
[Prorate as of Close of Escrow, on the basis of a 360 day year:][Prorate as of Close of Escrow, on the basis of a 365 day year:][Prorate as of Close of Escrow, on the basis of a 366 day year:][THERE ARE TO BE NO PRORATIONS IN THIS ESCROW]

[ ]

### Qcpwros

- ##. **Community Property WROS:** [ ] and [ ], husband and wife hereby accept the interest herein conveyed to them as Community Property with Right of Survivorship.

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### Qitaccept2

- ##. **Joint Tenancy Acceptance – Two Couples:** [ ] and [ ], husband and wife, and [ ] and [ ], husband and wife, hereby accept interest herein conveyed to them all as Joint Tenants.
- 
- 

### Qitaccept-02

- ##. **JOINT TENANCY ACCEPTANCE:** <<Buyer 1>> and <<Buyer 2>>, hereby accept interest herein conveyed, as Joint Tenants.
- 

### Qitacceptsingle-02

- ##. **JOINT TENANCY ACCEPTANCE - SINGLE DOCUMENT:** It is the intent and purpose of [ ], spouse of [ ], by joining in as a Grantor, to divest of any and all interest, community or otherwise, and to vest in the name of spouse as (his/her) sole and separate property and to consent to the Joint Tenancy herein created.
- 

### relcontin

- ##. **RELEASE FOR CONTINGENCIES:** By signature hereto, Buyer acknowledges and confirms that all contingencies of this Escrow have been met and are satisfied and released in their entirety, regardless of any time limits previously shown, including the investigation of subject property. Escrow Holder is authorized and instructed to proceed with the Close of Escrow without further approval or authorization pertaining to same.

### remfrtr

- ##. **REMOVE FROM TRUST:** Borrower herein acknowledges and accepts, that as a condition for making a loan, the new first lender requires the subject property be vested in the names of the individual owners and not in the trustees as presently held.

Borrower to hand <<Company Name>> an executed Grant Deed from the trustees, vesting title in the name of the individual owners, which <<Company Name>> is authorized and instructed to record concurrently with said new first Deed of Trust.

Borrower further acknowledges they have been directed to seek the counsel of their own attorney and/or CPA for any possible consequences which may arise by reason of the recordation

of said Grant Deed and that <<Company Name>> shall have no responsibility regarding any subsequent transfer to the trustees.

### rentbuy

**##. RENT TO BUYER PRIOR TO CLOSE:** As a matter of agreement between Buyer and Seller herein, Buyer shall be given possession of property which is the subject of this escrow on [ ], on a rental basis of [Enter Amt & press ALT+1] Dollars (\$[ ]) per month. Said rent shall be paid into escrow prior to close and pro-rated from above-shown date to the close of escrow, with the Seller's account being credited accordingly. The rents so paid shall NOT apply toward the total consideration herein.

Buyer and Seller do hereby hold <<Company Name>> harmless and waive any and all liability on the part of the Escrow Holder to secure fire or other insurance on behalf of Buyer and Seller. The parties hereto shall contact their own insurance agent outside of escrow or make an agreement with the agent on the present insurance policy to afford protection prior to close of escrow.

### RENTSEL

**##.** You are to CREDIT Buyer's account [ ] days of rent at \$[ ] per day for rent paid by Seller from [ ] to [ ], in accordance with that separate rental agreement which is handled outside of escrow. You are not to be held liable or responsible with said rent agreement between buyer and seller, your only responsibility is to pay said amount as prepaid rent to Buyer at close from buyers account.

### rentstmt

**##. RENT STATEMENT/PRORATIONS:** Seller shall provide a current Rent Statement covering the subject property and same shall be approved by Buyer prior to the close of escrow. <<Company Name>> is instructed to prorate the rents and credit Buyer the security deposits set forth therein.

### repair

**##. REPAIRS/INSPECTION BILLS:** Escrow Holder may rely on the fact that any repairs and/or inspection bills submitted into escrow by seller, buyer or their agents, have been previously approved by the appropriate parties and Escrow Holder is authorized and instructed to debit the respective parties' accounts at the close of escrow without further approval.

### resrpt

**##. RESIDENTIAL REPORTS:** The undersigned hereby acknowledge and agree, it is the responsibility of the parties to this escrow to determine whether the furnishing of a Report of Residential Property Records and Pending Special Assessment Liens under local ordinance as authorized by Sections 258846 and 38780, et seq, of the Government Code of the State of California is required.

### righttoadvice

- ##. RIGHT TO LEGAL AND FINANCIAL ADVICE PRIOR TO CLOSING:** You are entering into a real estate transaction for the sale, purchase and/or financing of real estate, which may result in legal rights, obligations and tax consequences. You each are urged to seek the advice of a licensed attorney and/or certified public accountant of your choosing prior to completing this transaction. By signing below, each of us acknowledge that we have not received any legal or financial advice from <<Company Name>> or its EMPLOYEES with regard to the subject matter of this escrow, any contracts previously entered into, or as to the legal effect of any documents which are a part of the closing.

### roofrpt

- ##. ROOF REPORT:** Buyer and Seller hereby acknowledge that they have received a copy of that certain roof report issued by [ ], dated [ ], and hereby state that they have read and approved same. Seller to pay the cost of work to said roofing company through escrow.

### seismic

- ##. SEISMIC STUDIES ZONE:** Buyer is aware that the <<Property County>> County is one (1) of twenty-two (22) counties in the State of California that is designated as a seismic study zone.

### selfees

- ##.** You are instructed to debit Seller's account and pay Seller's usual costs and charges including, but not limited to, Seller's portion of the escrow fee, CLTA Policy of Title Insurance, document preparation, documentary transfer tax, and recording of reconveyance(s), if any. In the event the Buyer's new loan is an FHA or VA loan, charges shall be debited to the Seller in accordance with FHA and VA regulations.

### shortsaleest

- ##. SHORT SALE ESTIMATE:** Please be advised that this is an Estimate Only and is being prepared for the benefit of obtaining a short sale approval from the existing lien(s) holder(s) of the subject property and is subject to change upon verification of any additional taxes, homeowners association dues/liens or any other liens and or amounts that may become due.

### special

- ##. SPECIAL RECORDING NOTICE:** In the event the documents in this escrow are recorded subsequent to the regular recording time of 8:00 a.m., Buyer and Seller are aware that funds may not or will not be available for disbursement for the payment of liens, proceeds or commission until the following business day and that no interest will be earned on such funds.

### SPLA9Arpt

- ##. REPORT CITY OF L.A.:** Seller hands you herewith a check for \$[ ] made payable to "The Dept of Building & Safety" for a report of residential property records and pending assessment liens issued by the City of Los Angeles, as per Section 96.300 L.A.M., and seller shall furnish to



buyer a compliance of water conservation report at seller's expense, your only concern therewith shall be to accept, hold and deliver to Buyer.

### statinfophrs

- ##. Statement of Information:** The Seller in the above-referenced transaction has not provided a completed Statement of Information as previously called for under Paragraph 12A of the Purchase Agreement. As such, Escrow Holder is instructed that transmittal of a completed Statement of Information to the title insurer is hereby waived.

### subjectno

- ##. SUBJECT TO - NO BENEFICIARY STATEMENT:** Buyer and Seller have entered into an agreement outside escrow, which agreement in no way alters or amends this escrow except as you are hereinafter instructed to the effect that Buyer will acquire title encumbered by the Deed of Trust dated [ ], executed by [ ], as Trustor, in favor of [ ], Beneficiary, recorded [ ] in [ ] Official Records, County of [ ]; that Buyer has agreed to pay the loan secured thereby as the installments fall due; that in consummating this transaction Buyer has elected not to enter into any agreement with the Beneficiary to assume said loan; that Sellers acknowledge that their responsibility to said loan may continue; and do hereby provide escrow with the following figures:

Unpaid Principal Balance \$[ ]

With Interest At The Rate Of [ ] ([ ]%) Per Annum, Paid To [ ],

Payable In Installments of [Enter Amt & press ALT+1] Dollars (\$[ ]) With The Next Installment Due [ ]

☐ **And that there is an impound account having a balance of \$[ ] for the purpose of paying [ ]**

<<Company Name>> is instructed not to notify the Beneficiary, herein referenced, of this transaction and is further instructed not to order any statements of condition from said Beneficiary setting forth the present status of the loan mentioned above.

You are instructed to use the figures shown above as having been agreed to by each of us in your settlement of this escrow in the same manner, and instead of the figures you would have obtained from the statement of condition which you have been instructed not to order.

**UNDERSTANDING OF THE PARTIES AND INDEMNITY:** BUYER AND SELLER EACH ARE AWARE THAT THE TRANSACTION TO BE CONSUMMATED IN THIS ESCROW MAY RESULT IN THE BENEFICIARY MENTIONED HEREIN ACCELERATING, OR ATTEMPTING TO ACCELERATE, THE MATURITY OF THIS LOAN; AND ARE ALSO AWARE THAT, WERE THESE INSTRUCTIONS NOT GIVEN, <<COMPANY NAME>> WOULD OBTAIN A STATEMENT OF CONDITION, WITHOUT WHICH THIS ESCROW WILL NOT KNOW ANY OF THE TERMS OF SAID LOAN OR IF THE LENDER WILL OR WILL NOT ACCELERATE THIS LOAN OR IF SAID LENDER WILL ACCEPT OR REFUSE PAYMENTS FROM THE BUYER. BOTH BUYER AND SELLER, AND EACH OF THEM TOGETHER AND INDIVIDUALLY, RELIEVE YOU OF ANY LIABILITY REGARDING SAID DEED OF TRUST AND THE NOTE SECURED THEREBY, INCLUDING BUT NOT LIMITED TO, ANY ALIENATION, ACCELERATION OR "DUE ON SALE" CLAUSES OR ANY PROVISIONS CONTAINED THEREIN FOR "BALLOON PAYMENTS" OR PERMITTING THE INTEREST RATE OR INSTALLMENTS DUE TO FLUCTUATE, OR ANY OF THE TERMS THEREOF, OR ANY LIABILITY FOR NOT OBTAINING A STATEMENT OF CONDITION OR ASSUMPTION STATEMENT, OR FOR ANY MATTER WHICH SUCH STATEMENT MIGHT DISCLOSE; AND JOINTLY AND SEVERALLY DO, AND AGREE TO, HOLD YOU HARMLESS FOR AND INDEMNIFY YOU AGAINST, AND AGREE TO DEFEND YOU AGAINST ANY

CLAIMS WHATSOEVER ARISING THEREFROM AND ANY ATTORNEYS FEE, EXPENSES, OR COSTS INCIDENTAL THERETO.

NOTICE: THIS DOCUMENT DEALS WITH THE RIGHTS AND OBLIGATIONS OF THOSE WHO SIGN IT. THE PARTIES MAY WISH TO CONSULT AN ATTORNEY BEFORE SIGNING.

### SUBJECTNOAITD

**##. SUBJECT TO – NO BENEFICIARY STATEMENT (AITD):** ☐ Buyer and Seller have entered into an agreement outside escrow, which agreement in no way alters or amends the escrow except as you are hereinafter instructed to the effect that Buyer will acquire title encumbered by the Deed of Trust dated , executed by , as Trustor, in favor of , Beneficiary, recorded  in  Official Records, County of ; that Buyer has agreed to pay the loan secured thereby as the installments fall due; that in consummating this transaction Buyer has elected not to enter into any agreement with the Beneficiary to assume said loan; that Sellers acknowledge that their responsibility to said loan continues; and do hereby provide escrow with the following figures:

Unpaid Principal Balance \$

With Interest At The Rate of  ()% Per Annum, Paid to ,

Payable in Installments of \$ With The Next Installment Due

☐ **And that there is an impound account having a balance of \$ for the purpose of paying**

<<Company Name>> is instructed not to notify the Beneficiary, herein referenced, of this transaction and is further instructed not to order any statements of condition from said Beneficiary setting forth the present status of the loan mentioned above.

You are instructed to use the figures shown above as having been agreed to by each of us in your settlement of this escrow in the same manner, and instead of the figures you would have obtained from the statement of condition which you have been instructed not to order.

**UNDERSTANDING OF THE PARTIES AND INDEMNITY:** BUYER AND SELLER EACH ARE AWARE THAT THE TRANSACTION TO BE CONSUMMATED IN THIS ESCROW MAY RESULT IN THE BENEFICIARY MENTIONED HEREIN ACCELERATING, OR ATTEMPTING TO ACCELERATE, THE MATURITY OF THIS LOAN; AND ARE ALSO AWARE THAT, WERE THESE INSTRUCTIONS NOT GIVEN, PACIFIC COAST TITLE COMPANY WOULD OBTAIN A STATEMENT OF CONDITION, WITHOUT WHICH THIS ESCROW WILL NOT KNOW ANY OF THE TERMS OF SAID LOAN OR IF THE LENDER WILL OR WILL NOT ACCELERATE THIS LOAN OR IF SAID LENDER WILL ACCEPT OR REFUSE PAYMENTS FROM THE BUYER. BOTH BUYER AND SELLER AND EACH OF THEM TOGETHER AND INDIVIDUALLY, RELIEVE YOU OF ANY LIABILITY REGARDING SAID DEED OF TRUST AND THE NOTE SECURED THEREBY, INCLUDING BUT NOT LIMITED TO, ANY ALIENATION, ACCELERATION OR "DUE ON SALE" CLAUSES OR ANY PROVISIONS CONTAINED THEREIN FOR "BALLOON PAYMENTS" OR PERMITTING THE INTEREST RATE OR INSTALLMENTS DUE TO FLUCTUATE, OR ANY OF THE TERMS THEREOF, OR ANY LIABILITY FOR NOT OBTAINING A STATEMENT OF CONDITION OR ASSUMPTION STATEMENT, OR FOR ANY MATTER WHICH SUCH STATEMENT MIGHT DISCLOSE AND JOINTLY AND SEVERALLY DO, AND AGREE TO, HOLD YOU HARMLESS FOR AND INDEMNIFY YOU AGAINST, AND AGREE TO DEFEND YOU AGAINST ANY CLAIMS WHATSOEVER ARISING THEREFROM AND ANY ATTORNEYS FEE, EXPENSES OR COSTS INCIDENTAL THERETO.

NOTICE: THIS DOCUMENT DEALS WITH THE RIGHTS AND OBLIGATIONS OF THOSE WHO SIGN IT. THE PARTIES MAY WISH TO CONSULT AN ATTORNEY BEFORE SIGNING.

### subjectwith

**##. SUBJECT TO/WITH BENEFICIARY STATEMENT & HOLD HARMLESS:** We, the undersigned, are in receipt of the Beneficiary's Statement from  dated , reference loan number .

We are aware that upon the option of [ ] they may cause all sums remaining due on the Note secured by the above referenced loan to become immediately due and payable.

You are instructed to immediately proceed to close this escrow without the written consent of [ ] with reference to the conveyance of the property that is the subject of this escrow, and with reference to their encumbrance.

We, the undersigned, in consideration for you acting in our behalf as Escrow Holder in complying with these instructions, agree to hold <<Company Name>> harmless, and agree to pay all costs and defend <<Company Name>> in the event of any litigation or adverse action that might arise.

### subordagr

- ##. **SUBORDINATION AGREEMENT - NOTE:** We hereby agree to subordinate this Note and Deed of Trust given as security for the Note to a new loan granted by an institutional lender, in an amount not to exceed [Enter Amt & press ALT+1] Dollars (\$[ ]), and a term not to exceed [ ].

### subordination

- ##. **SUBORDINATION:** This Deed of Trust is junior and subordinate to that certain Deed of Trust in favor of <<Lender #1 Name>> in the original amount of One Dollars (\$<<Lender #1 Loan Amount>>) recording concurrently herewith.

### subrefi

- ##. **SUBORDINATION – REFI:** Borrower shall cause to be deposited into escrow an executed Subordination Agreement from [ ] together with instructions and authorization for the recording of the same. Said Agreement shall be recorded concurrently with the close of this escrow and all costs in connection with the preparation, processing and recordation of said Subordination Agreement shall be paid by borrower.

### supptax

- ##. **SUPPLEMENTAL TAX:** As previously set forth herein, Escrow Holder is instructed to pro-rate taxes on the latest tax bill as of the close of escrow. In view of the change of ownership of the subject property which will take place on the close of this escrow, due to the passage of Chapter 498 and 1102, Statutes of 1983 of the State of California (commonly referred to as Senate Bill No. 813 and Assembly Bill No. 399 respectively), it is to be expected that the taxing authorities will reassess the property and issue a subsequent tax bill. Seller and Buyer acknowledge their awareness of the foregoing and hereby release and relieve Escrow Holder of all liability in connection herewith, and Escrow Holder shall not be further concerned with the above reassessment in any respect.

### taxbilnoavail

- ##. **TAXES – BILL NOT AVAILABLE:** Lender requires the 1ST installment of [ ] tax bill be paid in escrow. At the present time, said bill is not available from the County Tax Collector. Therefore, the sum of \$[ ] is to be held in escrow for payment of same.

Borrower agrees to immediately forward the bill to escrow, when in receipt of same, and hereby authorizes and instructs escrow to immediately disburse the amount necessary for payment of said 1ST installment of taxes.

Should the amount held be insufficient to pay said installment, Borrower agrees to deposit into escrow the additional funds due. Should there be any excess funds held after payment of said 1ST installment, it will be immediately refunded to the Borrower.

### taxescp

- ##. TAXES - ESCAPED:** It is understood by the undersigned parties that any Escaped Taxes due by reason of the death of [ ] should be transferred by the <<Property County>> County Tax Assessor's Office to the unsecured tax rolls upon the transfer of title and it should be the Seller's responsibility to pay said taxes. It is further understood that the Escaped Taxes due by reason of the death of [ ] shall be paid from the Seller's proceeds if an amount becomes available before the close of escrow without further instructions. <<Property County>> is hereby held harmless from any liability in the event the Escaped Taxes are not transferred to the unsecured rolls.

### taxnoseg

- ##. TAXES - NOT SEGREGATED:** Due to the fact the taxes for the fiscal year [ ] have not been segregated for the property that is the subject of this escrow, you are to use the figures of [Enter Amt & press ALT+1] Dollars (\$[ ]) per year as a basis for tax prorations through this escrow.

### taxpdimp

- ##. TAXES PAID BY IMPOUNDS:** Property taxes are currently paid from an impound account with the existing lender. If Escrow Holder has not received written confirmation from said lender that the taxes have been paid, or if you are unable to determine through the tax office that installments have been paid prior to close of escrow, you shall hold a sum equal to the installment plus penalties from [Seller's][Borrower's] proceeds. Said funds are to be held for a period of not longer than sixty (60) days or until said payment can be verified. If after sixty (60) days, payment cannot be verified, <<Company Name>> is instructed to pay taxes with no further instructions from the undersigned.

If payment has been received by tax collector, refund is to be remitted to [Seller][Borrower] at address provided.

### taxpro

- ##. TAX PRORATION – MOST RECENT TAX BILL:** It is herein acknowledged by the undersigned that the tax proration set forth herein is based upon the [ ] assessed valuation and the [ ] tax rate, and that the final tax liability may vary from that shown herein.

It is further acknowledged that should any adjustment in tax proration be required after the [ ] tax bills become available, said adjustment will be made between the Buyer and Seller without any responsibility therefore on the part of <<Company Name>>.

**taxpronores**

- ##. NO RECENT REASSESSMENT BY COUNTY DUE TO RECENT TRANSFER:** Buyer and Seller warrant to [<<Company Name>>] all items to be prorated through closing have been disclosed and properly prorated on the most recent available figures. There shall be no re-proration of any items through this escrow after closing.

Seller is unaware of any supplemental assessments and Seller has not received any refunds as a result of a supplemental assessment. Any subsequent supplemental assessments will be handled direct and outside of escrow between Buyer and Seller.

**taxproreas**

- ##. RECENT REFUND OF TAXES DUE TO LOWER REASSESSMENT:** Per the county tax collector a supplemental assessment of the property which is the subject of this escrow occurred on [ ]. As a result of the re-assessment, the Seller received a refund in the amount of \$[ ] (if applicable). Buyer and Seller further agree and acknowledge based on the supplemental assessment the proration of the property taxes should be calculated based on the new amount of \$[ ].

**taxsvc**

- ##. TAX SERVICE:** Order for the Beneficiary, at the Borrower's expense, a Type [ ] Tax Service Contract for the terms of the loan. Said contract shall be forwarded to the Beneficiary at the close of escrow.

**TER2INSP**

- ##.** The parties hereto are aware this escrow holder has in its possession two structural pest control reports one issued by [ ], and dated [ ], and one issued by [ ], and dated [ ]. For purposes of this escrow, escrow holder is hereby instructed to accept the completion notice for required work from [ ], and to pay for said report and work completed from seller's proceeds at the close of escrow. In addition escrow holder is further instructed to deduct and pay from [ ] funds at the close of escrow the sum of \$[ ] to [ ] representing the amount of the inspection report fee as billed.

The buyer has received and reviewed each of the above reports, and fully approves of the report as issued by [ ] and accepts same in compliance with the terms of the California Residential Purchase Agreement dated [ ]

**teradd2**

- ##. TERMITE CLAUSE:** Seller will furnish to Buyer at [ ] expense, a current Structural Pest Control Inspection Report from a licensed structural pest control operator, covering all visible and accessible areas of the subject property. Seller will further at Seller's expense and cause to be completed, all work recommended by said operator to correct infestations, infections or evidence thereof and to obtain a Standard Notice of Work Completed and Not Completed for recommendations set forth in Sections I and II.

**teradd**

- ##. TERMITE CLAUSE - SELLER PAY SECTION I ITEMS ONLY:** Seller will furnish to Buyer at [ ] expense a current Structural Pest Control Inspection Report from a licensed structural pest control operator, covering all visible and accessible areas of the subject property. Seller will further at Seller's expense, and cause to be completed, all work recommended by said operator to correct infestations, infections or evidence thereof, to obtain a Standard Notice of Work Completed and Not Completed for Section I items only. Cost of said report and work completion to clear any recommendations is to be paid from Seller funds at the close of escrow. Any work to correct conditions deemed likely to lead to infestation or infection by wood destroying pests or organisms but where no evidence of existing infestation or infection, if found, with respect to such conditions (Section II items) shall be done only if requested by Buyer and then at the expense of Buyer.

**terclr**

- ##. TERMITE - CLEAR REPORT/WORK COMPLETE:** Seller has handed you a Structural Pest Control Report and Certificate of Completion, if required, showing the property to be free and clear of any termites, dry rot and/or fungi in accessible areas. Buyer has received a copy of said report and certificate and acknowledges receipt of same prior to close of escrow.

**tercondo**

- ##. TERMITE REPORT - CONDO:** Seller has caused to be handed you a current report by a licensed structural pest control operator showing accessible areas of the condominium unit located at <<Property Address>>, <<Property Address #2>>, <<Property Location>>, to be free and clear of visible evidence of infestation by termites, dry rot and/or fungi. Common areas of condominium project are not to be inspected. Buyer acknowledges receipt of a copy of said report.

**tercred**

- ##. TERMITE WORK – CREDIT IN LIEU:** Buyer hereby acknowledges that he has received, read and approved a copy of the structural pest control inspection report dated [ ] issued by [ ].

In lieu of any recommended work to be completed, Escrow Holder is hereby instructed at close of escrow, to debit Seller's proceeds for the sum of \$[ ] and credit same to the Buyer. <<Company Name>> shall in no way be held liable for any bill presented in connection with said report or work performed.

**ternoreq**

- ##. TERMITE REPORT NOT REQUIRED:** Buyer is accepting the property herein referred to without the requirement of a structural pest control inspection or report. The buyer further agrees to hold Escrow Holder, Seller and Brokers/Agent harmless from any and all liability in connection with same.

**ternowrk**

- ##. TERMITE – NO WORK:** Buyer has received a copy of that certain Termite Inspection Report

dated [ ] and issued by [ ] and accepts the subject property without the repairs shown on said report being completed and no credit for same is to be given the Buyer.

### total

##. THE TOTAL CONSIDERATION FOR THIS TRANSACTION SHALL BE AS FOLLOWS:

Deposit into Escrow	\$<<Initial Deposit>>
[New First Deed of Trust to Record]	<<Lender #1 Loan Amount>>]
[New Second Deed of Trust to Record]	\$<<Lender #2 Loan Amount>>]
Buyer will assume Deed of Trust of record in the amount of	\$[ ]
Balance of Down Payment Due	\$[ ]
TOTAL CONSIDERATION	\$<<Sales Price>>

[ ]

### transfunds

##. **TRANSFER OF FUNDS:** <<Company Name>> is hereby directed to transfer the sum of \$[ ] from funds accruing to the undersigned [Seller][Borrower] at the close of escrow to Escrow No. [ ] for credit to the account of [ ]. The parties to this escrow understand that funds will not be deposited to said escrow until after documents in this escrow are recorded.

### trantaxnoshow

##. **TRANSFER TAX NOT SHOWN ON DEED:** <<Company Name>> is instructed to cause the documentary transfer tax on Grant Deed to be paid and filed as a separate declaration and not be made a part of the public record.

### ttlesccosts

#### **Title/Escrow Costs**

Buyer(s) and Seller(s) herein agree to pay escrow closing costs as customary in [<<Property County>>] County, NV.

### unprop

##. **UNOCCUPIED PROPERTY:** Under penalty of perjury, the undersigned swears that the above subject property is not presently occupied and further swears that there are no outstanding leases, either recorded or unrecorded.

### vaescs

##. **VA ESCAPE CLAUSE:** It is expressly agreed that, notwithstanding any other provision of this contract, the Veteran/Purchaser shall not incur any penalty by forfeiture of earnest money or otherwise or be obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds the Reasonable Value of the property established by the Veterans Administration. The Veteran/Purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the Reasonable Value established by the Veterans Administration.

vertr

- ##. **VERIFICATION OF TRUST:** This is to certify by all present trustees that the copy of the Trust Agreement is a true and correct copy of the trust, as it may have been amended, and that it is in full force and effect and that it has not been revoked or terminated.

vesting

- ##. **SHOWING TITLE VESTED IN:**

<<Buyer Names & Title>>

vestsellauth

- ##. **VESTING:** The exact manner of Buyer's vesting is to be provided to Escrow Holder by Buyer prior to close of escrow. Such notification is to be in writing; upon receipt of same, Escrow Holder is authorized to insert the vesting into each pertinent document as required in this transaction without further approval of Seller.

vstbuy

- ##. **VESTING – BUYER TO COMPLETE:** <<Buyer Names>> as [ ] (please complete vesting). Escrow Holder is authorized and instructed to insert same in the Grant Deed without further instructions from the within named Buyer and Seller.

waterstmt

- ##. **WATER STATEMENT:** You are hereby authorized and instructed to obtain from the water company, a statement setting forth the amount of the monthly assessments and the date to which same has been paid; any delinquent amounts as of the close of escrow are to be paid by the Seller. Transfer fee, if any, is to be paid by [ ]. Escrow Holder is hereby authorized and instructed to prorate same.

wireins

- ##. **WIRE INSTRUCTIONS/RELEASE OF LIABILITY:** Escrow Holder is directed to wire transfer the sum of \$[ ] to [ ], ABA Routing No. [ ] for credit to [ ], Account No. [ ]. The undersigned acknowledge that transfer may not be made in the event problems arise beyond the control of Escrow Holder resulting in a delay in the remittance or receipt of the wire transfer. Escrow Holder assumes no liability, direct or indirect, for special or consequential damages, expenses or costs resulting from any action or failures by the banks processing the wire transfers.

== 201 Clauses ==