

**STRICT JOINT ORDER ESCROW AGREEMENT**

DATED: \_\_\_\_\_ ESCROW NO. \_\_\_\_\_

THE UNDERSIGNED HEREIN ENTER INTO THIS ESCROW AGREEMENT WITH Kenzley Title (ESCROWEE) AND STATE AS FOLLOWS:

1. THE UNDERSIGNED REQUEST THAT ESCROWEE HOLD IN ESCROW IN A NON-INTEREST BEARING ACCOUNT THE AMOUNT OF \$ \_\_\_\_\_

2. ESCROWEE IS DIRECTED TO RELEASE THE FUNDS ONLY AT THE JOINT DIRECTION OF ALL OF THE FOLLOWING NAMED PERSONS, OR THEIR RESPECTIVE LEGAL REPRESENTATIVE OR ASSIGNS: (PLEASE PRINT)

Mary DePan (PH. # 815-751-5518) (PH. # \_\_\_\_\_)  
Seller Buyer

\_\_\_\_\_, (PH. # \_\_\_\_\_), \_\_\_\_\_ (PH. # \_\_\_\_\_)  
Seller Buyer

NOTE: IN THE EVENT IT IS DESIRED TO INVEST ANY FUNDS DEPOSITED HEREIN AT A LATER DATE, ADDITIONAL JOINT WRITTEN INSTRUCTIONS FROM THE UNDERSIGNED WILL BE NEEDED TO RESCIND THIS DIRECTION.

**TERMS AND CONDITIONS**

THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING TERMS AND CONDITIONS OF THIS ESCROW:

- I. ESCROWEE SHALL RECEIVE AND ESCROW FEE OF \$ 0.00 WHICH SHALL COVER THE TERM OF 6 MONTHS FROM THE END OF THE CURRENT MONTH OF THIS AGREEMENT. AN ADDITIONAL ESCROW FEE OF \$0.00 PER MONTH FOR EACH ADDITIONAL MONTH FUNDS ARE HELD UNDER THIS AGREEMENT SHALL BE AUTOMATICALLY DEDUCTED FROM THE ESCROW FUNDS. IN THE EVENT THAT THE ESCROW FUNDS ARE FULLY DEPLETED BY THE ESCROW FEES CHARGED THEN THIS ESCROW WILL BE DEEMED TERMINATED.
- II. ESCROWEE SHALL ONLY BE LIABLE FOR GROSS NEGLIGENCE AND WILLFUL MISCONDUCT IN THE DUTIES UNDER THIS AGREEMENT AND SHALL NOT BE BOUND BY THIS AGREEMENT UNLESS ACCEPTANCE IS INITIALED BELOW. ESCROWEE MAY ACT IN RELIANCE UPON ANY WRITING, INSTRUMENT OR SIGNATURE WHICH IT, IN GOOD FAITH, BELIEVES TO BE GENUINE; MAY ASSUME THE VALIDITY AND ACCURACY OF ANY STATEMENTS OR ASSERTIONS CONTAINED THEREIN; AND MAY ASSUME THAT ANY PERSON SIGNING SUCH WRITING HAD BEEN DULY AUTHORIZED TO DO SO. ESCROWEE RESERVES THE RIGHT TO RESIGN AS HOLDER OF THIS ESCROW AT ANY TIME WITH NOTICE TO THE PARTIES, AND IF NECESSARY MAY PETITION A COURT TO APPOINT A SUCCESSOR ESCROW HOLDER. THE LIABILITY OF ESCROWEE IS LIMITED TO PROPER PAYMENT OF THE AMOUNT OF THE FUNDS PLACED IN ESCROW AND DAMAGES FOR ANY IMPROPER PAYMENT ARE LIMITED TO THE AMOUNT OF THE FUNDS PLACED IN ESCROW.
- III. ESCROWEE IS HEREBY EXPRESSLY AUTHORIZED TO DISREGARD IN ITS SOLE DISCRETION ANY AND ALL NOTICES OR WARNINGS GIVEN BY ANY OF THE PARTIES HERETO. ESCROWEE IS AUTHORIZED TO COMPLY WITH ANY ORDERS OR JUDGMENTS ENTERED BY ANY COURT WITH OR WITHOUT JURISDICTION; AND IF ESCROWEE COMPLIES WITH ANY SUCH ORDER OR JUDGMENT IT SHALL NOT BE LIABLE TO ANY OF THE PARTIES HERETO OR ANY OTHER PERSON, FOR SUCH COMPLIANCE, NOTWITHSTANDING ANY SUCH ORDER OR JUDGMENT BE ENTERED WITHOUT JURISDICTION OR BE SUBSEQUENTLY REVERSED, VACATED OR OTHERWISE MODIFIED.
- IV. ESCROWEE SHALL NOT INTERPLEAD ANY FUNDS IN ESCROW UNTIL AND UNLESS THERE IS A DISPUTE AMONG TWO OR MORE PARTIES HEREUNDER WITH RESPECT TO THE DISPOSITION OF FUNDS HELD IN ESCROW. IF ANY DISPUTE ARISES AMONG ANY TWO OR MORE OF THE PARTIES HEREUNDER AND SUCH PARTIES FAIL TO RESOLVE SUCH DISPUTE OR COMMENCE AN ARBITRATION PROCEEDING TO RESOLVE SUCH DISPUTE WITHIN 30 DAYS AFTER A WRITTEN DEMAND BY ESCROWEE TO DO SO, THEN THE ESCROWEE SHALL HAVE THE RIGHT TO INTERPLEAD THE AMOUNTS IN CONTROVERSY INTO A COURT OF COMPETENT JURISDICTION AND, UPON THE DEPOSIT OF SAID FUNDS INTO COURT AS AFORESAID, ESCROWEE SHALL HAVE NO FURTHER OBLIGATIONS HEREUNDER WITH RESPECT TO SUCH FUNDS. ALL COSTS OF ANY SUCH INTERPLEADER ACTION SHALL BE REIMBURSED TO ESCROWEE FROM THE FUNDS DEPOSITED HEREUNDER.

EXECUTED BY:

Mary DePan  
Seller Buyer

\_\_\_\_\_  
Seller Buyer

THIS AGREEMENT IS ACCEPTED BY ESCROWEE \_\_\_\_\_