



LONG TERM ESCROW INSTRUCTIONS

YOUR FILE #: _____ LONG TERM ESCROW #: _____

SELLER/PAYEE: _____ BUYER/PAYOR: _____

Address: _____ Address: _____

Phone: _____ Phone: _____

Email: _____ Email: _____

_____ See attached for additional Sellers/Payees _____ See attached for additional Buyers/Payors

ADDRESS or LEGAL DESCRIPTION:

DOCUMENTS TO BE HELD (Subject to the conditions herein, the following documents are hereby deposited with Escrow Montana, LLC hereinafter referred to as "Escrow Agent" :

<input type="checkbox"/> Contract for Deed <input type="checkbox"/> Notice of Purchaser's Intent <input type="checkbox"/> Warranty Deed <input type="checkbox"/> Quit Claim	<input type="checkbox"/> Deed of Trust/Trust Indenture or Mortgage <input type="checkbox"/> Promissory Note <input type="checkbox"/> Warranty Deed <input type="checkbox"/> Request for Reconveyance	<input type="checkbox"/> Bill of Sale <input type="checkbox"/> UCC <input type="checkbox"/> Mobile Home Title <input type="checkbox"/> Evidence of Insurance <input type="checkbox"/> W-9 Form <input type="checkbox"/> Other
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PAYMENTS AND TERMS:

Payments to be made (circle one): Monthly Quarterly Annually Semi Annually
(additional charge for more than 1 disbursement) \$15.00 \$25.00 \$75.00 \$45.00

Principle & Interest \$ _____

Interest Rate: _____ %

Reserve Payment \$ _____

Date Interest to Commence: _____

(See attached Addendum)

Escrow Fee \$ _____

TOTAL PAYMENT \$ _____

Date of first payment: _____



All Payments (including partial payments):

- Apply first to accrued interest to date and balance to principal
- Apply entirely to principal
- No partial payments
- Other _____

Interest computed on:

- 360 day basis
- 365 day basis
- Interest Only
- Daily

Distribution of Payments to Seller (following payment of escrow fee and deposit into reserve account, if applicable):

\$ _____ Check mailed to Seller at the address as provided

\$ _____ deposit into Seller's account (Bank name/address): _____

Checking/Savings Account # _____ ABA # _____

\$ _____ payment of an underlying obligation to _____

Checking/Savings Account # _____ ABA # _____

\$ _____ Other (describe) _____

INCLUDE COPY OF VOIDED CHECK FOR DEPOSITS AND TRANSFERS

Receipt of Payment from Buyer:

Mail check for payment

Automatic deduction from account (Bank name/address): _____

Checking/Savings Account # _____ ABA# _____

******AFTER FIRST NSF TRANSACTION A CASHIER'S CHECK WILL BE REQUIRED FOR PAYMENT******

INCLUDE COPY OF VOIDED CHECK



_____ Late payment penalty: (amount) If received after 11:59 pm (date)
_____ Pre-Payment is permitted

Assignments (contract/deed): PLEASE HAVE SELLER(S) AND BUYER(S) INITIAL

Assignments and pre-payment restrictions **MUST** be the same as those contained in the documents deposited into escrow.

_____	May be assigned by Buyer without written consent
_____	May be assigned by Buyer with written consent
_____	May not be assigned by Buyer
Seller's Initials _____	Buyer's Initials _____

_____	May be assigned by Seller without written consent
_____	May be assigned by Seller with written consent
_____	May not be assigned by Seller
Seller's Initials _____	Buyer's Initials _____

Fees:

Escrow fees payable to Escrow Montana, LLC as follows:

- A. Opening fee of \$125 shall be paid by: _____ Seller _____ Buyer _____ Shared Equally
- B. Collection fees paid by: _____ Seller _____ Buyer _____ Shared Equally

Any additional fees to be paid by the party that incurs the fee.



GENERAL TERMS

- 1. LATE CHARGE.** Escrow Montana LLC is not required to monitor collection of any late charges which may become due pursuant to the documents deposited into escrow. Escrow Montana LLC is solely charged with the duties of receiving and remitting payments as instructed. Notwithstanding the foregoing, the parties acknowledge that any late charge which may become due pursuant to the parties' documentation may be included in the foreclosure and must be paid in order to cure any existing default. All late fees may be included in any amounts due and owing pursuant to a foreclosure instituted by a party pursuant to the documents deposited into escrow. Prior to a payoff in full of this escrow, the party entitled to accrued late fees may provide an accounting to Escrow Montana LLC of any late charges due that party, which shall be communicated to the other party to the escrow as an amount due and owing in addition to the final payoff amount. If a party has not provided to Escrow Montana LLC an accounting of all late charges than due, then Escrow Montana LLC shall not be liable for accepting a payoff on a contract without collecting the accrued late charges.
- 2. DEPOSITORY RESPONSIBILITIES.** It is expressly understood between the parties hereto that Escrow Montana LLC is a depository only and shall not be responsible or liable in any manner whatsoever for the sufficiency or correctness as to form, manner of execution or validity of any instrument deposited in this escrow, nor as to the identity, authority or rights of any person involved herein, nor as to any assessments, liens or encumbrances against such property; and that its duties hereunder shall be limited to the safekeeping of such money, instruments or other documents received by it as an escrow holder, and for the delivery of the same in accordance with these written escrow instructions. It is further agreed that Escrow Montana LLC shall in no case or event be liable for the failure of any of the conditions of this escrow or damage or loss caused by the exercise of Escrow Montana LLC discretion in any particular manner, or for any other reasons except gross negligence or willful misconduct with reference to this escrow.
- 3. PAYMENTS RECEIVED.** Any cash payments must be less than \$9,999.00. Any payment made hereon other than in cash shall be conditionally credited on this escrow, pending the escrow holder's receipt of available funds. Should the escrow holder disburse the buyer's payment to the sellers and the buyer's payment, in whatever form it is made, is dishonored for any reason, sellers agree to return the amount of the payment to the escrow holder who shall cancel the payment on its records. In the event the sellers do not return the payment, the escrow holder may retain the proceeds of the next payment for reimbursement or take any other appropriate action to recover from either the buyers or sellers the amount disbursed together with all costs and attorney's fees incurred with such collection efforts. Buyers and sellers shall be charged a \$30.00 fee for any checks returned because of insufficient funds in such parties account or because the account has been closed.
- 4. PAYMENTS ISSUED.** If buyers or sellers fail to present for payment any check or instrument issued by Escrow Montana LLC within ninety (90) days from the date such check was issued, then buyers and sellers authorize Escrow Montana LLC to deduct the sum of three dollars (\$3.00) per month from such funds until the check is presented for payment. If Escrow Montana LLC reissues any stale check, the fee charged to Escrow Montana LLC by its bank for stopping payment and reissuing a check shall be deducted from the funds otherwise due and payable to buyers and sellers.
- 5. DISPUTES.** In the event of any disagreement between the parties hereto or any parties interested herein, resulting in adverse claims and demands being made by them or any of them in connection with the escrow holder, such escrow holder shall be entitled at its option to refuse to comply with such demands so long as such disagreement shall continue; and in so refusing, such escrow holder may refuse to deliver any moneys, papers or property involved in or affected by this escrow; and in so refusing the escrow holder shall not be or become liable to the parties to this escrow for its failure and/or refusal to comply with the conflicting or adverse demands of the parties hereto. Further, the escrow holder shall be entitled to continue to so refrain to act until: (a) the parties hereto have reached an agreement of their differences and shall have notified the escrow holder in writing of such agreement, or (b) the rights of the parties have been duly by a court of competent jurisdiction. In the event of any disagreement between the parties hereto, or demands or claims being made upon the escrow holder by the parties hereto or interested herein or by any other part, Escrow Montana LLC shall have the right, but shall not be obligated, to employ legal counsel to advise it and/or represent it in any suit or action brought affecting this escrow or the papers held in connection herewith; and the parties hereto shall be jointly and severally liable to the escrow holder for any and all attorney's fees, costs and disbursements incurred by such escrow in connection herewith, and upon demand forthwith pay the same to the escrow holder.
- 6. DEFAULTS.** In the event that the sellers or buyers shall declare a default and, if required by the documents deposited into escrow, they shall cause to be delivered to the escrow holder notification of default, in duplicate, and as many additional copies as the escrow holder may deem necessary with instructions to the escrow holder to mail the original of the notice to the defaulting party by registered or certified mail. The duplicate notice shall be retained with the escrow file. The buyers agree that should a notice of default be forwarded to them as set forth above, the escrow holder shall not be or become liable to the buyers for the delivery of the escrowed papers to the sellers unless they advise the escrow holder in writing within the time allowed in the contract to cure such default, that the terms of the contract are not in default or that the default has been satisfied. Defaults regarding deeds of trust shall be handled by the trust deed trustee pursuant to the applicable statutes of the State of Montana. Escrow Montana LLC shall provide escrowed documents to such trustee upon written request and receipt of a copy of the records notice of default. All matters of default must be cured through the trustee. In the event a default on the deed of trust is cured through the trustee, Escrow Montana LLC shall be provided a copy of the rescission of default prior to accepting any subsequent payments from buyers. It shall be the responsibility of the sellers to notify Escrow Montana LLC in writing of any such default or rescission thereof and Escrow Montana LLC will not consider an escrow account in default until such time as sellers have provided Escrow Montana LLC with written notification that foreclosure proceedings have been initiated through the trustee. Escrow Montana LLC shall not be responsible for any damages arising out of or relating to the failure of any party to comply with such notice requirement. Escrow Montana LLC shall not be obligated to notify any party of nonpayment or other breach of contract.
- 7. NOTICES.** Notices, payments or other written communications placed in the United States mail, postage prepaid and addressed to the undersigned at the address hereinafter set forth shall be deemed to have been given to the undersigned on the date of mailing. It shall be the duty of the parties hereto to keep the escrow department of the escrow holder advised of any change of address. Any change of address shall sufficiently identify the escrow concerned and the parties involved and shall be mailed to the escrow department of the escrow holder and to all parties concerned. All notices



given pursuant to the terms of any documents placed in this escrow must be given through the escrow holder as herein above provided at the expense of the party giving notice and the escrow holder shall not be required to recognize service of notice given in any other manner. The escrow holder shall not be responsible for any damages arising out of or relating to the failure of any party to comply with such notice and mailing requirements.

8. TERMINATION. In the event that this escrow is canceled or forfeited, it is agreed that the escrow holder may return the documents to any of the sellers, their heirs, executors, administrators or assigns on demand. The escrow holder may retain the contract, amendments thereto, the escrow instruments and any assignments or correspondence which it may have received in connection with such escrow. Escrow Montana LLC reserves the right at any time to resign as escrow holder, in which case the undersigned parties or their successors in interest at their expense shall promptly select a new substitute escrow holder to whom Escrow Montana LLC may deliver the escrowed documents at no cost to Escrow Montana LLC. In the event the undersigned parties have not selected a new or substitute escrow holder within 30 days of the resignation of Escrow Montana LLC, the new or substitute escrow holder may be selected by Escrow Montana LLC and any cost associated therewith may be deducted from the next payment made on this escrow.

Any instrument or document placed in escrow is accepted upon the conditions that the escrow holder may at its option for any reason, within 15 days from the deposit of such instrument, refuse to accept the same. In which event, the escrow holder shall notify all parties hereto in writing of such refusal and shall return such instruments together with the fee paid in connection therewith to the party or parties depositing the same.

When the escrow holder receives the unpaid principal balance on this escrow and accrued interest on behalf of sellers, Escrow Montana LLC shall deliver all of the above documents except the contract, subsequent assignments, supplemental agreements and escrow instructions, to buyers or their order and hereby close the escrow.

9. COMPLIANCE. Escrow Montana LLC assumes no responsibility for determining that the parties to the escrow have complied with the requirements of the Truth in Lending, Consumer Credit Protection Act (Public Law 90-321) or any other laws or regulations. Escrow Montana LLC shall not be responsible for damages or any losses arising from acts of God, strikes, accidents or other events beyond the control of Escrow Montana LLC. Under no circumstances shall Escrow Montana LLC be liable for consequential damages arising from any failure to comply with the terms of these instructions. These instructions give no rights or benefits to any other party than the parties to these instructions and there are no third party beneficiaries to these instructions.

10. INSURANCE. It shall be the sole responsibility of the buyers and sellers to ensure that insurance is kept in force on the property and that any applicable real property or other taxes are paid in a timely manner, and Escrow Montana LLC assumes no liability for lack or insufficiency of insurance or lack of payment of taxes unless otherwise stated in section 2B.

11. COSTS. The escrow holder shall have a lien upon all moneys, papers and properties held by it in connection herewith for any fees, costs, attorneys' fees or expenses due hereunder.

12. NSF. If payment has been made by Payors/Buyers and is returned for any reason Escrow Montana reserves the right to reverse the transaction and deduct funds from Payee/Sellers account.

Dated this _____ day of _____, 20 _____

PAYORS/BUYERS/TENANT

PAYEE/SELLERS/OWNERS

Escrow Montana, LLC

By: _____
Long Term Escrow Department

Date Accepted for Escrow: _____