

## **LONG-TERM ESCROW INSTRUCTIONS**

YOUR FILE #:			LC	LONG-TERM ESCROW #:				
SELLER/PAYEE:					YER/PAYO	R:		
Address:				Ad	dress:			
Phone:				Pho	one:			
Email:				Em	ail:			
Title Company/Trustee	:							
ADDRESS or LEGAL DESC	RIPTION:							
DOCUMENTS TO BE HELI hereby deposited with Es		ana, LLC (h	ereinaft	er re			ent"	
Notice of Purchaser's I	nterest	Mortgage				UCC		
Warranty Deed		Promissory Note				Mobile Home Title		
Quit Claim		Warranty Deed  Request for Reconveyance or			nce or	Evidence of Insurance W-9 Form		
Satisfaction								
PAYMENTS AND TER Payments to be made (or		ct to chai	<del></del>			ent): Semi Annua	ally	
(Additional charge for more than		\$15.00	\$25.0	0	\$75.00	\$45.00		
1 disbursement)								
Principal & Interest	\$			Inte	erest Rate:			%
Reserve Payment	i			Date Interest to		Commence:		
(See attached Addendum)								
Escrow Fee \$				Mat	Maturity Date			
TOTAL PAYMENT \$				Dat	Date of first payment:			



All Pay	yments (including partial payments):	Interest computed on:
	Apply first to accrued interest to	360 day
	date and balance to principal	basis
		365 day
		basis
	Apply entirely to principal	
	No partial payments	
	Other	
Distrik	oution of Payments to Seller (following payment of escro	w fee and deposit into reserve account, if applicable):
	,	
\$	Check mailed to Seller at the address as	s provided (additional \$5 fee)
\$	ACH deposit into Seller's account (Bank	<
	name/address):	
	Checking/Savings Account #	ABA #
\$	payment of an underlying obligation	
	to	
	Checking/Savings Account #	ABA #
		/ISIXII
\$	Other (describe)	
	·	
	INCLUDE COPY OF VOIDED CHECK FOR	DEPOSITS AND TRANSFERS
Receip	ot of Payment from Buyer:	
	Mail check for payment (additional \$5 fee)	
		,
	ACH deduction from account (Bank name/addre	ess):
	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): PLEA	ASE HAVE SE	ELLER(S) AND	BUYER(S) IN	NITIAL	
Assignments and pre-payment restrictions N into escrow.	1UST be the sar	me as those cont	ained in the do	cuments deposited	
consent	May be assigned by Buyer with written consent  May be assigned by Seller with written co			ith written consent	
Seller's Initials Buyer's Initials		Seller's Initials _		Buyer's Initials	
Fees: Escrow fees payable to Escrow Montana, LLC (the "Escrow Agent") as follows:					
A. Opening fee of \$500 Set Up/\$60 Resertable) shall be paid by:	rve Fee (if	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 RULES AND REGULATIONS OF ESCROW**

- 1. DOCUMENTS OF PARTIES CONTROL. The specific provisions of the agreements and documents of the Parties control over this Escrow Agreement and the Escrow Agent shall not be liable for, nor does it guarantee, the accuracy, completeness or legality of any documents held. Escrow Agent shall not be liable for, nor does it guarantee in any manner or form, any of the obligations of the contracting parties. The Parties agree there are no agreements on the part of Escrow Agent other than those set forth in this Agreement. Further, Escrow Agent shall not be liable or responsible for the performance of any act not expressly set forth in these escrow instructions even though contained in the documents deposited with the Escrow Agent.
- 2. **THE ESCROW AGENT HAS NO OBLIGATION TO INTERPRET DOCUMENTS OF PARTIES.** In the event of any ambiguity in the documents, or in the event of any dispute between the parties as to the rights, duties, or obligations with respect to the matters involved in this escrow, the Escrow Agent may refuse to act in any manner until the parties have settled their differences by litigation or by an agreement in writing. Escrow Agent reserves the right to file the contract documents, payment, or other instruments in an interpleader action with a Montana State District Court where the Escrow Agent has an office so the parties can resolve their differences in Court. Escrow Agent shall be entitled to recover its attorney's fees and costs incurred in any such interpleader action, either equally from the parties, or from the party directed to pay such attorney's fees and costs in any agreement of the parties, or a Court Order arising in or under such interpleader action. In the event of default by either party of any obligations required to be performed by such party, Escrow Agent shall not be required to deliver or return any papers or monies, or other things involved except upon the written consent of all parties, the appropriate order of the Court, or upon the terms, conditions, and requirements of the Escrow Agent. Further, in the event Escrow Agent is in doubt as to the Parties to whom disbursements shall be made or the amount thereof, Escrow Agent shall have the absolute right, in its discretion, to hold monies deposited with it until Escrow Agent has obtained the consent in writing of all persons as to the proper disbursement of funds, or to interplead such funds.
- **3. ESCROW AGENT CAN RELY ON WRITTEN DIRECTION OF A PARTY.** Any action of Escrow Agent taken in accordance with any written instruction of any Parties shall relieve Escrow Agent of all liability as the Escrow Agent may rely upon written documents believed by it to be authentic in making any delivery of money or property hereunder.
- **ESCROW RULES AND REGULATIONS SUBJECT TO CHANGE.** The Parties agree that Escrow Agent may change its Rules and Regulations from time to time, including Escrow fees and costs charged by the Escrow Agent. The Parties agree that any changes to Escrow Agent's Rules and Regulations shall be binding upon them after notice of any such change has been sent to them by Escrow Agent by regular mail.
- **5. ESCROW AGENT'S RESPONSIBILITIES.** It is expressly understood between the Parties to this Agreement that the role of the Escrow Agent is strictly administrative in nature, and the Escrow Agent assumes no other responsibility except to receive and disburse said payments and to hold and deliver said documents. The Escrow Agent may receive any payments tendered by a party after the due date thereof unless previously instructed otherwise in writing by another Party. The duties of the Escrow Agent are limited to receiving, holding, accounting for and disbursing the monies and documents deposited with the Escrow Agent, pursuant to the terms of this Escrow Agreement. The Escrow Agent shall not be obligated to notify any party of late or non-payment or default. The parties to this Escrow Agreement expressly agree that the Escrow Agent has no duties, other than as expressly set out in this Escrow Agreement, and no implied duties or obligations shall be read into this Escrow Agreement. The Escrow Agent has not advised, and has no duty to advise, any party of the sufficiency, validity, or legality of any of the documents deposited pursuant to this Escrow Agreement. Escrow Agent shall not be liable for interest on money paid or deposited 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 Agent, and for the delivery of the same in accordance with these written escrow instructions. It is further agreed that the Escrow Agent 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 the Escrow Agent's discretion in any particular
- 6. **ESCROW AGENT'S CALCULATION AND APPLICATION OF FUNDS.** Any computation or application of principal and interest or other payment shall be deemed correct, unless Escrow Agent shall receive notice from a party that the calculation or the application is not correct, within 60 days after notice of such calculation or application is sent to the party affected thereby.
- 7. PAYMENTS RECEIVED. Any cash payments must be less than \$9,999.00. Any payment made herein other than in cash shall be conditionally credited to this escrow, pending the Escrow Agent's receipt of available funds. Escrow Agent shall hold all non-cash payments for three (3) business days prior to disbursing payment to the Seller/Payee to insure good funds. This includes ACH and check payments. Cash, wire and cashier check payments will be disbursed on the next business day. Should the Escrow Agent disburse the Buyer/Payor payment to the Seller/Payee and the Buyer's/Payor's payment, in whatever form it is made, is dishonored for any reason, Seller/Payee agree to return the amount of the payment to the Escrow Agent who shall cancel the payment on its records. In the event the Seller/Payee do not return the payment, the Escrow Agent may retain the proceeds of the next payment for reimbursement or take any other appropriate action to recover from either the Buyer/Payor or Seller/Payee the amount disbursed together with all costs and attorney's fees incurred with such collection efforts. Buyer/Payor and Seller/Payee 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.
- **8. PAYMENTS ISSUED.** If Buyer/Payor or Seller/Payee fail to present for payment any check or instrument issued by the Escrow Agent within ninety (90) days from the date such check was issued, then Buyer/Payor and Seller/Payee authorize Escrow Agent to deduct the sum of three dollars (\$3.00) per month from such funds until the check is presented for payment. If Escrow Agent reissues any stale check, the fee charged to Escrow Agent by its bank for stopping payment and reissuing a check shall be deducted from the funds otherwise due and payable to Buyer/Payor and Seller/Payee.



- **9. LATE CHARGES.** The Escrow Agent is not required to monitor collection of any late charges which may become due pursuant to the documents deposited into escrow. The Escrow Agent is solely charged with the duties of receiving and remitting payments as instructed. Notwithstanding the foregoing, the parties acknowledge than 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 the Escrow Agent 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 the Escrow Agent an accounting of all late charges than due, then the Escrow Agent shall not be liable for accepting a payoff on a contract without collecting the accrued late charges. If there are other fees in addition to late charges, Seller/Payee must notify the Escrow Agent in writing for those amounts to be added to the final payoff amount.
- 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 Agent, such Escrow Agent 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 Agent may refuse to deliver any moneys, papers or property involved in or affected by this escrow; and in so refusing the Escrow Agent 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 Agent 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 Agent in writing of such agreement, or (b) the rights of the parties have been fully and finally adjudicated by a court of proper jurisdiction. In the event of any disagreement between the parties hereto, or demands or claims being made upon the Escrow Agent by the parties hereto or interested herein or by any other part, the Escrow Agent 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 including file an interpleader action in a Montana District Court in a jurisdiction where ethe Escrow Agent has an office; and the parties hereto shall be jointly and severally liable to the Escrow Agent 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 Agent.
- 11. LITIGATION COSTS AND FEES TO ESCROW AGENT. In the event Escrow Agent becomes involved in any litigation because of this escrow or any matters growing out of it, the Parties shall be jointly and severally liable to Escrow Agent for all losses, costs, and expenses, including reasonable attorney's fees, incurred by the Escrow Agent, unless the Court specifically assigns responsibility for such fees and costs to just one of the contracting parties.
- 12. ESCROW AGENT'S RIGHT TO HIRE LEGAL COUNSEL. Escrow Agent may employ attorneys for the reasonable protection of the escrow property and of itself and shall have the right to reimburse itself out of any funds in its possession for costs, expenses, attorney's fees and its compensation, and shall have a lien on all money, documents, or property held in escrow to cover the same.
- 13. PAY OFFS. Upon full repayment by a Party, the Escrow Agent may release all instruments as provided herein and its responsibility hereunder shall cease.
- **DEFAULTS.** In the event that a Party shall declare a default the Escrow Agent can deliver the instruments deposited herewith, and the Escrow Agent shall not be further responsible or liable in any manner, regardless of any legal insufficiency in the declaration of such default. The Parties agree that should a notice of default be forwarded to them, the Escrow Agent shall not be or become liable to any Party for the delivery of the escrowed papers unless they advise the Escrow Agent 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. The Escrow Agent 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, the Escrow Agent shall be provided a copy of the rescission of default prior to accepting any subsequent payments from Buyer/Payor. It shall be the responsibility of the Seller/Payee to notify the Escrow Agent in writing of any such default or rescission. The Escrow Agent shall not be responsible for any damage arising out of or relating to the failure of any party to comply with such notice requirement. Further, the Escrow Agent shall not be obligated to notify any party of nonpayment or other breach of contract.
- **NOTICES.** Notices, payments or other written communications placed in the United States mail, postage prepaid and addressed to the Parties at the address forth in this Agreement 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 Agent 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 Agent 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 Agent provided at the expense of the party giving notice and the Escrow Agent shall not be required to recognize service of notice given in any other manner. The Escrow Agent 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.
- 16. RESIGNATION OF ESCROW AGENT. Escrow Agent may, at its sole election, resign as Escrow Agent hereunder. Thereafter, the Seller/Payee must immediately locate a successor Escrow Agent and take whatever steps may be necessary to have this escrow transferred to such successor Escrow Agent. Escrow Agent shall be entitled to recover any of its actual costs expended in resigning and transferring this escrow file but agrees to waive its normal termination fee in the event of resignation. The Parties expressly acknowledge that, if they do not accomplish a transfer of the escrow account within fifteen (15) days of mailing of notice of Escrow Agent's resignation as Escrow Agent, Escrow Agent may then be entitled to select a successor Escrow Agent and consummate the transfer of this escrow to such successor. The cost of establishing the successor escrow may be paid by Escrow Agent, with the Seller/Payee responsible to reimburse Escrow Agent for the same. Upon the acceptance of this Successor Escrow Agent, Escrow Agent herein shall be fully exonerated and held harmless from all further responsibility hereunder.



- 17. TERMINATION. In the event that this escrow is canceled or forfeited, it is agreed that the Escrow Agent may return the documents to any of the Seller/Payee, their heirs, executors, administrators or assigns on demand. The Escrow Agent may return documents to the Seller/Payee once a file has been inactive or has had a lack of communication by either party after two years. The Escrow Agent may retain the contract, amendments thereto, the escrow instruments and any assignments or correspondence which it may have received in connection with such escrow.
- 18. REFUSAL OF DOCUMENTS. Any instrument or document placed in escrow is only accepted upon the condition that the Escrow Agent may at its option for any reason, within fifteen (15) days from the deposit of such instrument, refuse to accept the same. In which event, the Escrow Agent 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.
- 19. RELEASE OF INFORMATION BY ESCROW AGENT. Escrow Agent may, but shall not be required to, release information concerning this escrow to any third party at any time. The Parties expressly authorize Escrow Agent to release, in the exercise of its sole discretion, information, including but not limited to, balance due, payment history, or other information contained in the escrow file or in Escrow Agent's Records to each Party upon their request.
- 20. DEATH OR INCOMPETENCY OF A PARTY. In the event of death or incompetency of one or more of the parties, Escrow Agent shall deal only with the duly appointed administrator, personal representative or guardian or conservator of such party. Escrow Agent shall be entitled to obtain whatever documentation it deems necessary for the continuance of this escrow. The Parties acknowledge the Escrow Agent shall have no responsibility to inquire in the transfer of any decedent's interest in this escrow, nor shall Escrow Agent be responsible for any problems related thereto.
- **ASSIGNMENTS.** No assignment, transfer, conveyance or encumbrance of any right, title, or interest in and to this Agreement or the subject matter of this escrow shall be binding upon Escrow Agent unless written notice, in a form acceptable to Escrow Agent, shall be served upon Escrow Agent and all fees, costs and expenses incident to such transfer of interest shall have been paid. Any party acquiring rights under this Agreement shall be bound by terms of this Agreement. Escrow Agent shall not be responsible for providing notice of any such assignment, transfer, conveyance, or encumbrance to any party or other person. Escrow Agent shall not be liable or responsible for the legality of any such assignment, conveyance, or encumbrance.
- **COMPLIANCE.** The Escrow Agent 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. These escrow rules 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. Further, Escrow Agent is hereby expressly authorized to comply with and obey any and all orders, judgment or decrees of any Court. In the event Escrow Agent obeys or complies thus, it shall not be liable to any of the parties hereto or to any other person, firm or corporation by reason of such compliance, notwithstanding whether any such order, judgment or decree is substantially reversed, modified, annulled, set aside, vacated, or found to have been entered without jurisdiction. The Escrow Agent hereby is expressly authorized to comply with all federal and state laws or regulations governing monies received or paid by Escrow Agent including, but not limited to, laws or regulations relating to withholding a portion of the monies for income tax purposes, even if such laws or regulations contradict the terms of this Agreement or the documents deposited hereunder. Escrow Agent shall not be liable for compliance with such laws or regulations to the parties of such regulation subsequently is modified, repealed, annulled, or found to have been enacted without jurisdiction or authority.
- 23. LIMITATION OF LIABILITY OF ESCROW AGENT. The Escrow Agent shall not be liable for direct, indirect, incidental, special, or consequential damages resulting from its actions under this Escrow Agreement. Nor shall the Escrow Agent be liable for destruction or loss of documents or monies held caused by any act of God. In no event will the Escrow Agent's liability exceed the total amount charged to the parties hereunder for escrow fees and charges.
- RESERVE ACCOUNTS FOR TAXES AND INSURANCE. It shall be the sole responsibility of the Parties 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 the Escrow Agent assumes no liability for lack or insufficiency of insurance or lack of payment of taxes. The Escrow Agent is not responsible for the payment of taxes, assessments, insurance premiums or other items, unless this Escrow Agreement expressly establishes a reserve account with an addendum to these instructions. If a reserve account is established, the Escrow Agent shall have no duty to use its funds to pay any taxes, assessment, insurance premium or other billing for which the reserve account is established. In the event the parties fail to provide the billing information and/or there are not adequate funds in the reserve account to pay any item due, the Escrow Agent shall not be responsible for making any payment. The Escrow Agent is not responsible for the deposit, procurement, maintenance or renewal of insurance policies, riders, or clauses, nor for the sufficiency thereof. The Escrow Agent is not responsible for advising the parties whether the amount to be paid into the reserve account is sufficient to pay for the items to be paid through the reserve account. The Parties shall promptly notify the Escrow Agent of any changes in the amount to be paid into the reserve account. Notwithstanding any other provision of this agreement, in no event shall the Escrow Agent be obligated to advance funds or payments. The Escrow Agent shall not be responsible for payment of any penalties or late fees. Escrow Agent shall not be responsible or obligated to solicit or collect past due payments for reserve accounts. Escrow Agent is authorized to confirm receipt of deposits made into the reserve account. THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THEY ARE SOLELY RESPONSIBLE TO ENSURE THAT APPLICABLE PROPERTY TAXES ARE PAID AND INSURANCE COVERAGE IS MAINTAINED.
- **25. ESCROW AGENT'S LIEN FOR FEES AND COSTS.** The Escrow Agent 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.
- 26. INTEREST BEARING ACCOUNTS. At the request of the party depositing the escrow funds, the Escrow Agent will hold the earnest money in an interest-bearing trust account with the interest on the funds being directed and owned by Escrow Montana, LLC. The interest earned on the escrowed money will be credited for tax purposes to the party that receives the interest. The interest earned on the funds will be credited to the holder of the funds,



and it will be paid out, without further direction when earned, to the holder. This interest will not prevent the Escrow Agent from being a fair and impartial Escrow Agent in this transaction, but any Party is free to request that the transaction be handled by some other Escrow Agent.

**NSF.** If payment has been made by Buyer/Payor and is returned for any reason Escrow Montana reserves the right to reverse the transaction and deduct funds from Seller/Payee account. In the event Escrow Agent disburses funds which are later found to be uncollectible, the Parties shall jointly be responsible for reimbursement of funds to the Escrow Agent and shall reimburse Escrow Agent for any returned items within five (5) days after notice having been communicated by Escrow Agent by letter, email, or telephone. Escrow Agent will have the right to charge back or retain monies as provided by law, in the event of any returned item.

## WE HAVE READ THE ABOVE AGREEMENT AND ACKNOWLEDGE THE RECEIPT OF A COPY OF THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

Dated this day of	, 20	
PAYOR/BUYER/TENANT		PAYEE/SELLER/OWNERS
Escrow Montana, LLC		
By:		
Date Accepted for Escrow:		



## TAX/INSURANCE ADDENDUM TO LONG TERM ESCROW AGREEMENT

Reserve payment

\$	(County Real Property Taxes)	
\$	(Mobile Home Taxes)	
\$	Total (Transfer amount to page one)	
sum equal to 1/12 of the estimated annual taxes and/or propreserve amounts may fluctuate from time to time due to the be estimated by Escrow Agent without liability. Escrow Agent Escrow Agreement. There will be an initial escrow deposit re	tallments due under the applicable Documents, Buyer/Payee agre perty/casualty insurance premiums for the subject property. It is us increase or decrease in the required payment of taxes and insurant agrees to deposit said sums in an appropriate account and to parequired and will be determined once the escrow has been received tent due or with a separate deposit to be received at the same times.	understood that the monthly ance. The monthly payment will by said sums as provided in this d in the Escrow Montana office.
INSURANCE RESERVE INSTRUCTIONS		
applicable Documents escrowed herein. Escrow Agent is autrenewal policies written through the agent listed below, for existing policy that a new insurance agency has been retained		y become due, and to accept or to the expiration of the liability to maintain any
Policy No.:	Agents Name:	
Company:	Address:	
Annual Premium Amount: \$		
Expiration Date:	Telephone No.:	
	parcel described below. Payment is to be made annually in Noven ge. Escrow Agent is not responsible for payment of penalties or in es to the Parties upon request.	•
Parcel No.:	County:	]
Estimated Annual Tax \$		
Property Address:		
Buyer's/Payee's Signature:	Date:	

200 Parkhill Drive | Whitefish, MT 59937 | 406-862-6953 | escrowmontana.com