

EARNEST MONEY ESCROW AGREEMENT

CTIC ESCROW NO. _____

This is an ESCROW AGREEMENT, made the day and year written below, by and between: CHICAGO TITLE INSURANCE COMPANY ("Escrow Agent"), and _____ ("Buyer") and _____ ("Seller").

Whereas Buyer and Seller are parties under a certain contract for the sale of certain real property known as _____; and Whereas Buyer and Seller have requested Chicago Title Insurance Company to act as Escrow Agent to hold the earnest money agreed to therein (hereafter "Deposit"), in accordance with the terms and provisions of this Earnest Money Escrow Agreement.

Now, therefore, in consideration of the promises and undertakings herein made, and the proposed issuance of a title insurance policy (or policies) underwritten by Escrow Agent, it is agreed that:

1. Buyer and Seller hereby appoint Chicago Title Insurance Company as Escrow Agent, hereunder, and the Deposit is hereby delivered to Escrow Agent, who by signing below acknowledges its receipt, in the form of a check, dated _____, and payable to Escrow Agent, or wire transfer in the amount of \$ _____; such receipt is made subject to Conditions of Escrow attached hereto. The Escrow Agent shall receive a fee in accordance with the Company's Escrow Services and Charges which will be for serving as Escrow Agent under this agreement which fee shall be deducted from the Deposit when return of the Deposit is requested.
2. Escrow Agent SHALL HOLD THE DEPOSIT UNTIL WRITTEN RELEASE DISBURSEMENT INSTRUCTIONS ARE RECEIVED FROM _____ AND _____.
3. Escrow Agent is hereby authorized to and directed to invest the Deposit in the name of Buyer, by Chicago Title Insurance Company as Escrow Agent as follows:
 - a. Deposits will be invested in an Institutional Treasury Money Market Fund at Wachovia Bank of Georgia at the discretion of Chicago Title Insurance Company and upon receipt of Chicago Title's Investment of Escrow Funds form, unless otherwise requested.
 - b. Other types of investments will be considered upon written request directed to the Company and subject to possible additional fees payable to the Escrow Agent as negotiated.
 - c. Invest funds? Yes No
PLEASE NOTE IF FUNDS ARE NOT INVESTED THERE WILL BE NO INTEREST ACCRUED.
4. Interest shall be payable at the time the Deposit is disbursed in accordance with the terms of the Escrow Agreement and written release/disbursement instructions; and
5. All investments will be made in the regular course of business. To be entitled to same day investment (assuming good funds are provided) the Deposit must be received by noon; otherwise, such funds will be deposited on the next business day.

6. Escrow Agent shall have NO OBLIGATION TO INVEST the deposit unless and until a satisfactory federal tax identification number is provided to the Escrow Agent, in writing or in the space below:

FEDERAL TAX I.D. NO. _____

TAXPAYER NAME: _____

7. The investment shall be subject to the rules, regulations, policies and procedures of said Depository.

Agreed to this _____ day of _____, 20__.

ESCROW AGENT:
CHICAGO TITLE INSURANCE COMPANY

BY: _____
TITLE: _____
4170 Ashford Dunwoody Road, Suite 460
Atlanta, Ga. 30319

BUYER: _____
BY: _____
Address: _____

SELLER: _____
BY: _____
Address: _____

CONDITIONS OF ESCROW

Escrow Agent accepts this undertaking subject to these Conditions of Escrow:

1. The Deposit may be processed for collection in the normal course of business by Escrow Agent, who may commingle funds received by it with escrow funds of others in its regular escrow account at Wachovia Bank of GA (hereafter the "Depository"). Escrow Agent shall not be accountable for any incidental benefit which may be attributable to the funds so deposited.
2. Escrow Agent shall not be liable for any loss caused by the failure, suspension, bankruptcy or dissolution of the Depository;
3. Escrow Agent shall not be liable for loss or damage resulting from:
 - a. any good faith act or forbearance of Escrow Agent;
 - b. any default, error, action or omission of any party, other than the Escrow Agent;
 - c. any defect in the title to any property unless such loss is covered under a policy of title insurance issued by the Escrow Agent;
 - d. the expiration of any time limit or other delay which is not solely caused by the failure of Escrow Agent to proceed in its ordinary course of business, and in no event where such time limit is not disclosed in writing to the Escrow Agent;
 - e. the lack of authenticity of any writing delivered to Escrow Agent or of any signature thereto, or the lack of authority of the signatory to sign such writing;
 - f. Escrow Agent's compliance with all attachments, writs, orders, judgments, or other legal process issued out of any court;
 - g. Escrow Agent's assertion or failure to assert any cause of action or defense in any judicial or administrative proceeding;
 - h. Any loss or damage which arises after the Deposit has been disbursed in accordance with the terms of this Agreement.
4. Escrow Agent shall be fully indemnified by the parties hereto for all its expenses, costs and reasonable attorney's fees incurred in connection with any interpleader action which Escrow Agent may file, in its sole discretion, to resolve any dispute as to the Deposit; or which may be filed against the Escrow Agent. Such costs, expenses or attorney's fees, as well as the fees of Escrow Agent described below, may be deducted from the Deposit.
5. If Escrow Agent is made a party to any judicial, non-judicial or administrative action, hearing or process based on acts of any of the other parties hereto and not on the malfeasance and/or negligence of Escrow Agent in performing its duties hereunder, the expenses, costs and reasonable attorney fees incurred by Escrow Agent in responding to such action, hearing or process may be deducted from the funds held hereunder and the party/parties whose alleged acts are a basis for such proceedings shall indemnify, save and hold Escrow Agent harmless from said expenses, costs and fees so incurred.

Buyer's Init. _____ Seller's Init. _____ Escrow Agent Init. _____

6. The Company's fee for acting as Escrow Agent is shown on its Escrow Services and Charges which is available upon request. These fees, which may be paid in advance or will be deducted from the account upon disbursement, are the joint and several obligation of each party to any agreement, sales contract or other writing forming the basis for this escrow undertaking.
7. Notwithstanding anything contained herein to the contrary, all controversies, issues, interpretation and other matters relating in any way to the escrow called for hereunder shall be interpreted and governed by the laws of the state of Georgia.
8. In the event of any conflict between the terms any provisions of these Conditions of Escrow and the terms and provisions of the Agreement or other document to which this is attached, the terms and provisions of these Conditions of Escrow shall prevail.
9. Escrow Agent shall be fully indemnified by the other parties hereto and such parties shall hold Escrow Agent harmless from all damages, costs, claims and expenses arising from Escrow Agent's performance of its duties hereunder, including reasonable attorneys fees, except for those damages, costs, claims and expenses resulting from the gross negligence or willful misconduct of the Escrow Agent.
10. In the event of a dispute, Escrow Agent may file a suit in interpleader in any court having jurisdiction in the matter for the purpose of having the respective rights of the parties adjudicated and may deposit with the court any and all monies and other escrowed items held hereunder. Upon institution of such interpleader suit or other action, depositing such monies and other escrowed items with the court, and giving notice thereof to the parties thereto by personal service or in accordance with the order of the court, Escrow Agent shall be fully released and discharged from all further obligations hereunder with respect to the items so deposited.

Buyer's Init. _____ Seller's Init. _____ Escrow Agent Init. _____