



First American

First American Title Insurance Company
Title Indemnity Department
27775 Diehl Road, Suite 200
Warrenville, Illinois 60555-4024
Phone: (877) 295-4328
Fax: (866) 525-5530
Email: titleindemnity.warrenville.il@firstam.com

TITLE INDEMNITY - ESCROW AGREEMENT

Date: _____

Agreement Number: _____

INDEMNITOR MAILING/CONTACT INFORMATION

Name: _____

Name: _____

Address: _____

Address: _____

Email: _____

Email: _____

Phone Numbers:

Phone Numbers:

Daytime/Work: _____

Daytime/Work: _____

Home: _____

Home: _____

Cell: _____

Cell: _____

TITLE INDEMNITY CLEARANCE CONTACT INFORMATION

Name: _____

Address: _____

Email: _____

Phone Numbers:

Daytime/Work: _____

Home: _____

Cell: _____

REFUND OF TITLE INDEMNITY INFORMATION (IF OTHER THAN THE INDEMNITOR LISTED ABOVE)

You are hereby directed to return any balance of funds to be disbursed as follows:

Paid To: _____

Delivered To: _____

Email: _____

Phone Numbers:

Daytime/Work: _____

Home: _____

Cell: _____

TITLE INDEMNITY - ESCROW AGREEMENT

Date: _____

Agreement Number: _____

WHEREAS, _____ (hereinafter referred to as the **Indemnitor**) has requested **First American Title Insurance Company** (hereinafter referred to as the **Company**) to issue its title insurance policy insuring against loss by reason of defects in the title to the land described in Commitment of Title Number _____ and commonly known as _____, _____ PIN(S): _____

AND WHEREAS, the Company has noted as exceptions to the aforesaid title the following actual or supposed rights, interest, liens, claims, encumbrances or defects in title (all hereinafter referred to as Exceptions).

THE UNDERSIGNED AND/OR INDEMNITOR'S AGENT WILL PROVIDE STATEMENTS, PAYOFFS, WAIVERS, AFFIDAVITS, SUPPORTING WAIVERS, AND/OR RELEASES OF LIEN IN SUCH FORM AS IS REQUIRED BY THE COMPANY.

THE UNDERSIGNED HEREBY AUTHORIZES THE COMPANY TO PAY ANY BALANCES DUE FROM SAID STATEMENTS AND PAYOFFS AND THE UNDERSIGNED HEREBY ALSO AGREES TO IMMEDIATELY DEPOSIT WITH THE COMPANY ANY ADDITIONAL MONIES REQUIRED TO SATISFY SAID EXCEPTION.

AND WHEREAS, the Company has been asked to issue its title insurance policy as aforesaid, either without mention of the aforesaid Exceptions or insuring against loss by reason thereof; and

WHEREAS, the Company may issue either concurrently herewith or hereafter and in the ordinary course of its business another policy or policies in the form or forms now or then commonly used by the Company, insuring against loss by reason of defects in the title to said land or to some parts thereof or interest therein, either without mention of the aforesaid Exceptions or insuring against loss by reason thereof;

NOW THEREFORE, in consideration of the issuance of the title insurance policy and the payment of \$1.00 by the undersigned to the Company, the sufficiency and receipt of which is hereby acknowledged, the undersigned, jointly and severally, for themselves, heirs, personal representatives and assigns do hereby covenant and agree with the Company:

- (1) to forever fully protect, defend and save the Company harmless from and against all the Exceptions, in and from any and all loss, costs, damages, attorneys' fees and expenses of every kind and nature which it may suffer, expend or incur, or by reason, or in consequence of the title insurance policy on account, or in consequence, or in growing out of the Exceptions, or on account of the assertion or enforcement or attempted assertion or enforcement thereof or of any rights existing or hereafter arising, or which may at any time be claimed to exist under, or by reason, or in consequence, or growing out of the Exceptions or any of them;
- (2) to provide for the defense, at their own expense, on behalf and for the protection of the Company and the parties insured or who may become insured, against loss or damage under the title insurance policy (but without prejudice to the right of the Company to defend if it so elects) in all litigation consisting of actions or proceedings based on any Exceptions which may be asserted or attempted to be asserted, established or enforced in, to, upon, against or in respect to the land or any part thereof or interest therein;
- (3) to pay, discharge, satisfy or remove all of the Exceptions to the satisfaction of the Company (as to which the Company shall be the sole judge); and

(4) that each and every provision herein shall extend and be in force concerning future policies or commitments.

The undersigned hereby deposits with the Company as Escrowee under this Agreement known as Title Indemnity - Escrow Agreement Number _____;

\$ _____; _____ and ___ /100 dollars

to constitute a fund under the absolute control of the Company/Escrowee to indemnify the Company as herein provided and for the other purposes herein set forth.

The Company/Escrowee shall have the right at any time hereafter when it shall deem it necessary, expedient, desirable, or to its interest to do so, in its sole discretion to use or apply the fund, or any portion thereof in such manner and in such amounts as the company may deem necessary and advisable, to the payment, discharge or satisfaction of; or the removal from the title to the land, or any part of parts thereof or interests therein, any of the Exceptions, or for the purpose of acquiring by conveyance, assignment or otherwise any Exceptions, or for the purpose of reimbursing anyone who may have paid, discharges, satisfied or removed any Exceptions.

In case of litigation involving the fund or the rights of any person or corporation hereunder, the cost, expense and attorney's fees of the company may be paid or retained by the Company out of the fund.

If the Company shall find that the liability hereunder shall have increased because of lapse of time or otherwise, the Company may call on the undersigned for an additional deposit sufficient to indemnify the Company against such increase of liability, in which event the undersigned shall thereupon furnish the Company the deposit requested.

The Company/Escrowee shall be under no duty to invest or reinvest any cash at any time held by it hereunder. The Company/Escrowee shall have the full right, power and authority to commingle any and all cash at any time constituting said deposit or part thereof with its other Escrow funds and all income, if any, derived from any use which the Company/Escrowee may make of any deposits hereunder shall belong to the Company/Escrowee.

In case any of the Exceptions are paid, discharged, satisfied or are removed as such to the satisfaction of the Company (as to which the Company shall be the sole judge), without the use of the fund, or in case any surplus remains in the hands of the Company/Escrowee after it shall have reimbursed itself for all loss, damages or disbursements, such fund or surplus, after deducting the costs, expenses, fees for services and attorneys' fees, if any of the Company shall on demand, be paid, less service fee of \$175.00, if not paid at closing, and delivered to the indemnitor unless otherwise indicated on page 1 of this agreement.

The Company shall not be under any obligation of recognizing any assignment of the fund, or any part thereof, until the original or a signed duplicate of the assignment, accepted in writing by the assignee, is deposited with and approved by the Company.

If this Title Indemnity - Escrow Agreement is not terminated to the satisfaction of the Company in a timely manner, the Company/Escrowee shall thereafter charge a reasonable service or handling fee to be paid out of the fund.

IN WITNESS WHEREOF, the parties have executed this agreement this _____

Indemnitor:

By: _____

By: _____

Print Name: _____

Print Name: _____

Accepted: First American Title Insurance Company, in its own behalf and as Escrowee

By: _____

Prepared by:

Closing Office:

Phone:

Fax: