

## ESCROW AGREEMENT

ESCROW AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, among \_\_\_\_\_ (herein "Surety"), Carmen M. Ortiz, in her official capacity as United States Attorney for the District of Massachusetts (herein "United States Attorney"), and Robert M. Farrell, in his official capacity as Clerk of the United States District Court for the District of Massachusetts (herein "Escrow Agent").

WHEREAS the Surety is desirous of effecting the release of \_\_\_\_\_ (herein "Defendant") in Criminal No. \_\_\_\_\_, on the terms and conditions of bail set forth in an Order Setting Conditions of Release (herein "Bail Order") dated \_\_\_\_\_, and entered by the Honorable \_\_\_\_\_, United States District Judge/Magistrate Judge, and has agreed to execute a personal bond in the amount of \_\_\_\_\_ (\$) ) Dollars (herein "Personal Bond") to secure the Defendant's compliance with the terms and conditions of the Bail Order.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The Surety shall execute a quitclaim deed to the parcel of real property located at \_\_\_\_\_ in favor of the United States of America, and deliver said deed to the Escrow Agent to be held in escrow pursuant to the terms of this Agreement.
2. The Surety further agrees to execute any additional documents and take any action necessary to effectuate the transfer of said parcel of real property and facilitate the sale of such property in the event that the Defendant is in default of the terms and conditions of the Bail Order or Personal Bond.
3. The Escrow Agent shall hold the quitclaim deed in escrow under the following terms and conditions:
  - A. In the event that the Defendant fails to appear as required at all proceedings in Criminal No. \_\_\_\_\_ or otherwise violates any condition of bail, and Defendant is declared to be in default by a judicial officer of the United States District Court for the District of Massachusetts, then, upon order of the Court, and in lieu of or in addition to foreclosure proceedings on any mortgage granted by the Surety, the Escrow Agent shall tender the quitclaim deed to the United States Attorney, and he shall cause the same to be immediately recorded without notice to the Surety. Any requirement that foreclosure proceedings be commenced upon any mortgage granted by the Surety in connection with Criminal No. \_\_\_\_\_ is expressly waived by the Surety.

B. This Agreement shall terminate upon the final disposition of Criminal No. \_\_\_\_\_ and written discharge of the bond provided to the Surety by the United States of America. Upon such termination, and upon order of the Court, the Escrow Agent shall deliver the quitclaim deed to the Surety.

4. The validity and construction of this Agreement shall be governed by the law of the Commonwealth of Massachusetts.

5. This Escrow Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns and personal representatives.

IN WITNESS WHEREOF, the parties here have caused this Agreement to be executed as of the date first written above.

ESCROW AGENT:

ROBERT M. FARRELL,  
CLERK OF COURT

By: \_\_\_\_\_  
Deputy Clerk

CARMEN M. ORTIZ,  
UNITED STATES ATTORNEY

By: \_\_\_\_\_  
Asst. United States Attorney

SURETY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS

On \_\_\_\_\_

Then personally appeared \_\_\_\_\_

and acknowledged the foregoing to be \_\_\_\_\_ free act and deed before me.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_