

ESCROW AGREEMENT  
EARNEST MONEY DEPOSIT

To: Absolute Title, Inc.  
2875 West Liberty  
Ann Arbor MI 48103

Re: Property Address: \_\_\_\_\_

File No. \_\_\_\_\_

We deposit with you:

- a) a copy of a purchase agreement dated \_\_\_\_\_, between  
\_\_\_\_\_ (Seller), and  
\_\_\_\_\_ (Buyer); and  
b) earnest money of \$\_\_\_\_\_, in the form of a check payable to Absolute Title, Inc.  
You are to hold the earnest money in escrow under the following terms and conditions:

1. You shall release the earnest money to the Buyer if you receive written evidence satisfactory to you that the contingencies in the purchase agreement, if any, have not been satisfied and the time for satisfaction has passed.
2. If the purchase agreement contingencies are satisfied, you shall release the earnest money to Seller:
  - a) at the closing; or
  - b) when you receive evidence satisfactory to you that the sale has closed; or
  - c) when you receive written instructions from Buyer authorizing the release.
3. The money shall be released in any other way that Buyer and Seller jointly direct in writing.
4. As an alternative to the above release provisions, you may deposit the money with the Washtenaw County Circuit Court for determination of the disposition of the money.
5. Upon delivery by you of the earnest money in accordance with these instructions, this escrow shall terminate and you shall be released from any further liability. Your liability is limited to performing the above duties. By acceptance of this escrow you are acting in the capacity of a depository only and are not responsible for the sufficiency, correctness, genuineness, or validity of any documents furnished to you.
6. We understand that you will charge no fee for this service, since you have issued title insurance in connection with this transaction.
7. Seller and Buyer agree to reimburse you for any and all expense, including reasonable attorneys' fees, which you may incur as a result of any legal proceedings affecting this agreement or your duties thereunder.

Dated: \_\_\_\_\_

Seller: \_\_\_\_\_ Buyer: \_\_\_\_\_

Seller: \_\_\_\_\_ Buyer: \_\_\_\_\_

Absolute Title, Inc., acknowledges receipt of this Agreement, the purchase agreement, and the earnest money, and agrees to the terms and conditions of this escrow.

Dated: \_\_\_\_\_

Absolute Title, Inc.

By: \_\_\_\_\_