

# NEAR NORTH NATIONAL TITLE LLC

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222 N. LASALLE STREET  
CHICAGO, ILLINOIS 60601

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## Escrow Instruction - Mortgage Loan

TITLE FILE NO:

DATE:

ESCROW FILE NO:

TO: Near North National Title LLC, Escrowee, \_\_\_\_\_, the Lender, hereby deposits with you as Escrowee, cashier's check/wire transfer in the amount of \$ \_\_\_\_\_; and also deposits/will cause to be deposited with you, on behalf of the mortgagor named hereafter;

1. Mortgage from \_\_\_\_\_ to \_\_\_\_\_ dated \_\_\_\_\_ securing an indebtedness of \$ \_\_\_\_\_ and conveying the premises described by Title Commitment No. \_\_\_\_\_.

You are directed to record at once the instrument(s) numbered above as \_\_\_\_\_ and when you are prepared to issue \_\_\_\_\_, insuring the Lender subject to the usual terms, conditions and exceptions contained therein, and subject only to the following:

1. Taxes for the year \_\_\_\_\_ and subsequent years.
2. Building lines; building, use of occupancy restrictions, covenants and conditions of record, if any.
3. Party wall rights and agreements of record, if any.
4. Easements for public utilities as shown on plat of subdivision or in recorded grants, if any.
5. Assignment of Rents and other documents recorded hereunder, if any, given as additional security to the above described mortgage.

and provided there has been deposited herein a fire and extended coverage insurance policy or policies in the amount of \$ \_\_\_\_\_ with the lender named in the mortgage clause.

You are then authorized and directed to proceed as follows:

1. Deliver to the lender the mortgage title insurance policy, the fire and extended coverage insurance policy and any other deposits herein provided to be deposited.
2. Pay the proceeds of the loan as follows:

Title, recording and escrow trust charges are to be paid by the mortgagor.

If you are not prepared to disburse the escrow funds pursuant to the above constructions on or before \_\_\_\_\_, then upon the written demand of the lender and without notice to any other party, you are directed to return all escrow deposits to the respective depositors, provided, however, that if the mortgage, and any other documents given as additional security, has been recorded, a release or releases thereof and the note(s) secured thereby have been deposited herein, and you have canceled said mortgage documents and filed the release(s) for record.

In the absence of such written demand, you are directed to continue to comply with the escrow instructions without reference to the date mentioned in the preceding paragraph.

Whenever under the terms of these instructions, the time for performance of a condition falls on a Saturday, Sunday or holiday, such time for performance shall be extended to the next business day.

The word "mortgage" shall mean "trust deed" when applicable.

Deposits made pursuant to these instructions may be invested on behalf of any party or parties hereto: Provided, that any direction to Escrowee for such investment shall be expressed in writing and contain the consent of all other parties to this escrow, and also provided that you are in receipt of the taxpayer's identification number and investment forms as required. Escrowee will, upon request, furnish information concerning its procedures and fee schedules for investments.

Except as to deposits or funds for which Escrowee has received express written direction concerning investment or other handling, the parties hereto agree that the Escrowee shall be under no duty to invest or reinvest any deposits at any time held by it hereunder; and, further, that Escrowee may commingle such deposits with other deposits or with its own funds in thin compliance with applicable statutory constraints and may use any part or all such funds for its own benefit without obligation to any party for interest or earnings derived thereby, if any. Provided, however, nothing herein shall diminish Escrowee's obligation to apply the full amount of the deposits in accordance with the terms of this Agreement.

In the event the Escrowee is requested to invest deposits hereunder, Near North National Title LLC is not to be held responsible for any loss of principal or interest which may be incurred as a result of making the investments or redeeming said investments for the purpose of these escrow instructions.

for the Borrower

for the Lender

ACCEPTED: NEAR NORTH NATIONAL TITLE LLC

Escrowee