

# NEAR NORTH NATIONAL TITLE LLC

WWW.NNNT.COM

222 N. LASALLE STREET  
CHICAGO, ILLINOIS 60601

312/419.3900  
FAX 312/419.0569

## SOLE ORDER ESCROW

DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

ESCROW NUMBER: \_\_\_\_\_

The accompanying \_\_\_\_\_ is deposited with Near North National Title LLC as Escrowee to be delivered by it only upon the sole order of the undersigned or their legal representatives or assigns.

Near North National Title LLC, as Escrowee, is hereby expressly authorized to disregard, in its sole discretion, any and all notices or warnings given by any of the parties hereto, or by any other person or corporation, but the said Escrowee is hereby expressly authorized to regard and to comply with and obey any and all orders, judgments or decrees entered or issued by any court with or without jurisdiction, and in case the said Escrowee obeys or complies with any such order, judgment or decree of any court it shall not be liable to any of the parties hereto or any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree being entered without jurisdiction or being subsequently reversed, modified, annulled, set aside or vacated. In case of any suit or proceeding regarding this escrow, to which said Escrowee is or may be at any time become a party, it shall have a lien on the contents hereof for any and all costs, attorneys' and solicitors' fees, whether such attorneys or solicitors shall be regularly retained or specially employed, and any other expenses which it may have incurred or become liable for on account thereof out of said deposit, and the undersigned jointly and severally agree to pay said Escrowee upon demand all such costs, fees and expenses so incurred.

In no case shall the above mentioned deposits be surrendered except on an order signed by the undersigned, their respective representatives or assigns, or in obedience of the process or order of court as aforesaid.

Deposits made pursuant to these instructions may be invested on behalf of any party or parties thereto: 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 investment.

Except as to deposits of 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 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 contained in this paragraph shall diminish Escrowee's obligation to apply the full amount of the deposits in accordance with the terms of the Agreement.

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In the event that 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 for the purposes of these escrow instructions.

**PURCHASER:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**ACCEPTED:**

**NEAR NORTH NATIONAL TITLE LLC**

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