

# NEAR NORTH NATIONAL TITLE LLC

WWW.NNNT.COM

222 N. LASALLE STREET  
CHICAGO, ILLINOIS 60601

312/419.3900  
FAX 312/419.0569

## Strict Joint Order Escrow

ESCROW NO. \_\_\_\_\_

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

The accompanying \_\_\_\_\_ (\$ \_\_\_\_\_) is deposited with Near North National Title LLC as Escrowee for the following purpose(s): \_\_\_\_\_

\_\_\_\_\_ to be delivered by Escrowee only upon the joint order of the undersigned or their respective legal representatives or assign and Purchaser's lender, if any and if required by said lender. Funds for the above stated purposes are to held by Escrowee until \_\_\_\_/\_\_\_\_/\_\_\_\_, at which time all parties to this escrow or their respective legal representatives or assign and Purchaser's lender, if any, shall notify Escrowee as to the disposition of the funds held hereunder.

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 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 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 or specially employed, and any other expenses which it may have incurred or become liable for on account thereof, and it shall be entitled to reimburse itself therefore 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 deposits be surrendered except on the order signed by the parties hereto, their respective legal representatives or assigns and Purchaser's lender, if any, or in obedience of the process or order of court as aforesaid.

All disbursements of funds in this Escrow may be mailed, unregistered to the designated party at the designated address in accordance with these Escrow Instructions. Any checks issued by Escrowee need not be certified.

If conflicting demands are made upon Escrowee or legal action in connection with this Escrow, Escrowee may withhold and stop all further proceedings without liability therefore, or Escrowee may file suit interpleader or declaratory relief. If Escrowee is required to respond to any legal summons or proceedings, or if any action of interpleader or declaratory relief is brought by Escrowee, or if conflicting demands or notice by parties to this Escrow or by any other party or parties are served upon Escrowee, the undersigned jointly and severally agree to pay escrow fees and all costs, expenses, and attorney's fees expended or incurred by Escrowee as a result of any of the above described events. The undersigned further agree to save Escrowee harmless as escrow holder under this Escrow from all losses and expenses, including reasonable attorney's fees and court costs incurred by reason of any claim, demand, or action filed with respect to this Escrow. The undersigned jointly and severally agree to pay the fees of Escrowee and reimburse Escrowee for all expenses incurred in connection herewith and direct that all sums due to Escrowee pursuant hereto be deducted from the sums held in this Escrow prior to the disbursement of said sums, to the extent said sums are sufficient to pay all sums due Escrowee. The undersigned hereby grant Escrowee a lien against the deposits held in this Escrow to secure all sums due Escrowee.

Wherever under the terms and provisions of these Escrow Instructions the time for performance of a condition falls upon a Saturday, Sunday or holiday, such time for performance shall be extended to the next business day.

These Escrow Instructions are not intended to cancel, supersede or modify the terms of any purchase agreement by and between the parties insofar as said agreement relates to matters not actually pertinent to this Escrow such as,

but not limited to inspections, repairs, warranties, personal property or possession. The duties and responsibilities of Escrowee are limited to these Escrow Instructions.

For the above purposes, amendments to these Escrow Instructions shall be considered the same as these Escrow Instructions.

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 shall also provide that Escrowee is in receipt of the tax payer's identification number and investment forms as required. Escrowee will, upon request, furnish information concerning its procedures and fee schedules for investment. ***Any and all additional deposits into this escrow shall be covered by this Strict Joint Order as if the funds were deposited at the execution of this escrow without requirement for any additional investment instructions.***

Except as to deposits of funds for which Escrowee has received express written direction concerning investment or other handling, the parties hereto agree that 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 the manner provided for in the administration of funds under 205 ILCS 620, Corporate Fiduciary Act and may use any 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 this Agreement.

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

**Escrow Fee of \$200.00 will be shared equally by purchaser and seller.** Such fee will be waived upon closing at Near North National Title LLC.

***You are hereby authorized and directed as follows:***

\_\_\_\_\_ Do not invest. **In the event no option is chosen it is understood by all parties that the funds will not be invested until written instructions are provided.**

Invest the sum of \$ \_\_\_\_\_ (Choose one below)

- \_\_\_\_\_ LaSalle Bank Money Market Account (minimum \$5,000.00)
- \_\_\_\_\_ U.S. Treasury Bills - (Choose Maturity Date-Thursdays Only) \_\_\_\_\_  
(Must be purchased in increments of \$10,000.00 - \$10,000.00 Minimum)
- \_\_\_\_\_ Certificate of Deposit (LaSalle Bank) Minimum \$100,000.00  
Choose Maturity Date \_\_\_\_\_
- \_\_\_\_\_ Commercial Paper (LaSalle Bank) Minimum \$100,000.00  
Choose Maturity Date \_\_\_\_\_

Interest earned, if any, on the investment shall be reported as income to the IRS with the following information.

Name of party earning interest \_\_\_\_\_

Address \_\_\_\_\_

Tax Identification Number \_\_\_\_\_

***Please complete the attached W-9 form which is required for all investments.***

Our investment fees are based on the following schedule and will be deducted from interest earned. In the event no interest is earned, said fees will be deducted from principal deposited.

\$5,000.00 to \$100,000.00	\$75.00
\$100,001 to \$1,000,000.00	\$125.00
\$1,000,001 to \$10,000,000.00	\$150.00
\$10,000,000 plus	\$200.00

(Treasury Bills, CDs and Commercial Paper will be reinvested upon written instructions and all fees noted above will be reduced by \$25.00 for each subsequent reinvestment)

No additional investment fee will be assessed on additional deposits made to existing Money Market Accounts.

***There may be an annual maintenance fee assessed on Strict Joint Order Escrows.***

It is understood by the undersigned that Near North National Title LLC is not responsible for any loss of principal or interest which may be incurred as a result of making or redeeming this investment pursuant to the written directions of the parties to the escrow instructions.

It is further understood by the undersigned that upon maturity of this investment, Near North National Title LLC shall be under no obligation to notify the parties or reinvest any sums without receiving subsequent written direction of the party benefiting from the investment.

PURCHASER:

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

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

\_\_\_\_\_

\_\_\_\_\_

SELLER:

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

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

\_\_\_\_\_

\_\_\_\_\_

ACCEPTED:

Near North National Title LLC,  
as Escrowee

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

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