

NEAR NORTH NATIONAL TITLE LLC

222 N. LaSALLE STREET
CHICAGO, ILLINOIS 60601

312/419.3900
FAX 312/419.0284

OWNER'S CONSTRUCTION ESCROW

DATE

ESCROW

TO: NEAR NORTH NATIONAL TITLE LLC

_____ (hereinafter described as "Owner) will deposit or cause to be deposited General Contractor's Sworn Statement together with partial or final waivers of lien from contractors, sub-contractors, and suppliers in connection with construction work in process at:

Address City State

Type of Improvement

The general contractor is _____

When you receive a request in writing from the Owner and sufficient funds by wire or Certified or Cashier's checks from the Owner you are authorized to proceed as follows:

1. Pay the designated contractors, sub-contractors and suppliers named on the sworn statement the various amounts specified for each, provided the following conditions have ben complied with:

A. You have received statements and waivers from the persons to whom and in the amounts that payments are to be made.

B. That said statements and waivers are found to be in proper form for the purpose of releasing and waiving any and all rights to file mechanics lien claims against the premises in question for those amounts and the work or materials for which they represent payment only.

Prior to each and every disbursement you shall perform a computer check for mechanic lien claims covering the most current date possible. In the event a mechanic's lien claim appears no disbursement will be made without the owner's written approval to proceed with the current draw request.

The permanent tax numbers are _____.

Provided you have received a certification from _____ Architect, that the labor and material for which payment is requested has been properly performed or is in place on the premises in question. **(This provision is optional)**

It is understood that your undertakings, and any liability arising therefrom regarding the release of lien rights shall extend only to the Owner and shall be limited to those persons to whom you are making payments and only for those amounts being paid. Any lien rights associated with work previously completed, or completed by persons not receiving payments from you, are specifically excluded.

It is further understood that you make no representation that a title insurance policy insuring over mechanics' lien claims will necessarily issue without additional requirements being met.

It is further understood that no responsibility is assumed by you concerning the sufficiency of funds deposited herein to complete the contemplated construction satisfactorily.

If conflicting demands are made upon Escrowee or legal action is taken in connection with the Escrow, Escrowee may withhold and stop all further proceedings without liability therefor, or Escrowee may file suit in interpleader or for 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 reasonable escrow fees and all costs, expenses, and reasonable attorney's fee 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 the Escrow from all losses and expenses, including reasonable attorney's fee and court cost incurred by reason of any claim, demand, or action filed with respect to the 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 the Escrow prior to 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 the Escrow to secure all sums due Escrowee.

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 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 the manner provided for the administration of funds under Section 2-8 of the Illinois Corporate Fiduciary Act, 205 ILCS 620/2-8 (1992) and may use any part or all of 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 is not to be held responsible for any loss of principal or interest which may be incurred as result of making the investments of redeeming said investment for the purpose of this escrow. Your charges hereunder are to be billed to owner. Escrow fees are payable when billed.

Owner _____

Name/Title

Address _____

General Contractor _____

Name/Title

Address _____

ACCEPTED: NEAR NORTH NATIONAL TITLE
