

**ESCROW DEPOSIT AGREEMENT**

**TITLE NO.** \_\_\_\_\_

Premises \_\_\_\_\_ \$ \_\_\_\_\_  
City of \_\_\_\_\_ Town of \_\_\_\_\_ Village of \_\_\_\_\_  
Tax Section \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_

\_\_\_\_\_, as Depository, acknowledges receipt from \_\_\_\_\_  
whose forwarding address is \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
the sum of \_\_\_\_\_ \$ \_\_\_\_\_ DOLLARS

for the PURPOSE(S) INDICATED BELOW, and upon the CONDITIONS MENTIONED ON THE REVERSE SIDE HEREOF which CONDITIONS hereby are MADE PART OF THIS AGREEMENT as if fully set forth herein:

A. TO PAY out of said sum without unnecessary delay, the following liens affecting said premises:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

together with interest, penalties and other charges necessary to obtain the satisfaction thereof, returning any balance to Depositor. The Depositor agrees to pay, on demand, to Depository any deficiency in case the deposit is not sufficient for such purpose.

B. TO HOLD the said sum as security for the production by Depositor to Depository on or before 30 days of closing of the following proofs:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If proofs are not submitted within 30 days of closing, title company has the right to pay all necessary fees needed to obtain the satisfactions including, but not limited to, legal fees.

This deposit is not assignable or transferable by the Depositor.

Dated: \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Depositor By \_\_\_\_\_ Depository

To include Depository to enter into this agreement, the undersigned guarantees the performance of all the obligations of Depositor.

\_\_\_\_\_  
Witness

NOTE: IN THE CASE OF A DEPOSIT MADE BY A CORPORATION, AN INDIVIDUAL GUARANTY IS REQUIRED IN ADDITION TO THE CORPORATE ONE.

| DATE | CHECK | PAYEE EXPLANATION | AMOUNT | BALANCE |
|------|-------|-------------------|--------|---------|
|      |       |                   |        |         |
|      |       |                   |        |         |
|      |       |                   |        |         |
|      |       |                   |        |         |

THE DEPOSITARY SHALL BE AUTHORIZED TO CHARGE \$50.00 SERVICE CHARGE FOR THE FIRST YEAR.  
SEE SECOND PAGE FOR ADDITIONAL CHARGES AND CONDITIONS

THE FOLLOWING ARE THE CONDITIONS WHICH ARE REFERRED TO IN THE FOREGOING AGREEMENT AND UPON WHICH DEPOSIT IS MADE.

The Depositary agrees to refund the deposit upon receipt of proof satisfactory to it of the performance by Depositor of the covenants and conditions hereinabove set forth. In no event will interest be allowed on such deposit. If Depositor fails to comply with any of the foregoing covenants or conditions, within the time specified, Depositary may cause compliance therewith to be effected or may cause such taxes and liens to be otherwise disposed of, and thereupon to pay out of the deposit the amount required to effect such compliance or disposition, including the expenses, disbursements and counsel fees, if any, incurred in connection therewith, and Depositary's maintenance charge as set forth below, and refund any balance remaining after the application of the deposit by Depositary in accordance with the provisions hereof. The Depositary may deduct from the deposit any unpaid charges for its title bill on the above numbered title or any other charges due the AGENCY for which the Depositor or his attorney or agent are liable. The Depositor agrees to pay, on demand, any deficiency in case the deposit is not sufficient for such purpose and to hold Depositary harmless from any loss it may sustain by reason of the failure of Depositor to perform all the covenants and conditions of this agreement.

Notwithstanding any of the foregoing provisions, Depositary is hereby authorized without notice to Depositor to pay, satisfy, or otherwise dispose of said items at any time that is advisable to do so to protect the title to said premises or the marketability thereof.

The Depositary shall be authorized to make the following service charges: During the first year or part thereof the sum of fifty dollars shall be charged. For the next period of time up to three years, the sum of seventy five dollars shall be charged annually. Thereafter the annual service charge shall be the sum of one hundred dollars.

A service charge in excess of any amount specifically set forth herein may be imposed by Depositary in an amount determined by it for services rendered under this Agreement. Such charges may be deducted from the Deposit before refunding the Deposit or any part thereof.

This Agreement and all of the terms, covenants and conditions contained herein is subject to the provisions of the Abandoned Property Law of the State of New York as from time to time amended. On satisfactory disposition of the Depositor's obligations hereunder, and on request of the Depositor, any portion of the Deposit held by the State of New York under the Abandoned Property Law will (on Depositary's receipt of said sum from the State of New York) be refunded to the Depositor, less an amount equal to expenses and service charges incurred by Depositary with a minimum charge of \$100.00.

It is agreed that this deposit is made to induce Depositary to issue its policy of title insurance to its insured in respect to the items above mentioned and that Depositary shall have the right to issue reinsurance based on said deposit to any person, firm or corporation, and this deposit shall continue to be held as indemnity and security in accordance with terms hereof for and against any such risk hereafter assumed.

The Depositary accepts this deposit at the request of and for the accommodation of Depositor and except as otherwise provided for herein, acts as stakeholder only, and shall not be required to pay interest on the deposit even though same may be deposited in an interest bearing account.

In the event that it becomes necessary to obtain satisfactions of liens or other documents in connection with the clearing of objections concerning the title herein, the Depositary is authorized to charge whatever the customary pick-up fee normally charged by title closers for satisfying mortgages or judgments. No additional authorization will be necessary.

In the event that this escrow has not been claimed within a period of three years from the date of closing, and there has been no written request made to continue to hold said escrow during this time period, title company will be required to either satisfy any outstanding lien(s) or turn the deposit over to the State of New York in accordance with the amended abandoned property law.

In consideration of its obligations under this Agreement, Depositor assigns to Depositary a security interest in the Deposit superior to all other liens and claims.

If this deposit is taken for more than one purpose, the allocation of the funds among the several purposes shall be at the sole discretion of Depositary, absent a written agreement to the contrary.

Any term or provision contained in this Agreement to the contrary notwithstanding, funds deposited with Depositary with respect to a judgment may be held by Depositary until Depositary determines that the lien of said judgment cannot be extended and funds deposited with Depositary with respect to a mechanics lien which is hereafter vacated by a court order may be held by Depositary until the lienor's right to appeal expires.

Depositor acknowledges that the waiver by Depositary of any particular provision of this Agreement shall not constitute a waiver of any other provision contained herein. In the event that any provision of this Agreement is held to be unenforceable all other provisions hereof shall remain in full force and effect.

This agreement constitutes the entire contract between the Depositor and the Depositary concerning the Deposit. This agreement shall not be modified except in a writing signed by the parties hereto.