

[COMPANY]

ESCROW AGREEMENT-REFINANCE TRANSACTION

The parties have agreed to close the above file via mail. This letter constitutes the instructions of all parties to engage in a remote/mail away closing, through which Owner/Borrower is refinancing the premises known as \_\_\_\_\_, under title number: \_\_\_\_\_ (the "**Property**").

Borrower/Borrowers Attorney agrees to deliver in Escrow to \_\_\_\_\_ ("Escrow Agent") the following:

1. Original executed Deed and Transfer Documents if applicable;
2. Photo ID for each Borrower;
3. Title Escrow Agreement if applicable; and
4. Title affidavits.

Lender's attorney agrees to deliver to \_\_\_\_\_ the following documents:

1. Original Mortgage;
2. Original CEMA with 255 affidavit if applicable;
3. Original BLA if applicable;
4. Original Section 22 Affidavit if applicable

The undersigned, hereby expressly agrees that the above documents shall be held in escrow and not released for recording until such time as the following conditions have all been completed:

1. \_\_\_\_\_ has received payment in full for all title charges;
2. \_\_\_\_\_ has received funds to payoff any existing mortgages if applicable;
3. If \_\_\_\_\_ is disbursing funds, executed Disbursement Statement;
4. \_\_\_\_\_ confirms that all documents in its possession have been properly executed and in recordable form; and
5. Written authorization via email is received to confirm the release of the documents.

The parties to this agreement agree to indemnify and hold the Escrow Agent harmless from and against any and all claims, losses, costs, liabilities, damages, suits, demands, judgments or expenses, including, but not limited to, attorney's fees, costs and disbursements, (collectively "Claims") claimed against or incurred by Escrow Agent arising out of or related, directly or indirectly, to the Escrow Agreement and the Escrow Agent's performance hereunder or in connection herewith,

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except to the extent such Claims arise from Escrow Agent's willful misconduct or gross negligence as adjudicated by a court of competent jurisdiction.

By Acceptance of this letter, you agree to the terms of the escrow, as set forth above and have no objection to the same, unless further indicated, in writing, to the below.

Agreed and accepted

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By:

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Attorney for Borrower

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Borrower

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Borrower