



ESCROW #

\_\_\_\_\_



**SECURITY  
TITLE  
COMPANY**

# UNIFORM ESCROW AGREEMENT

**SELLER** \_\_\_\_\_  
 \_\_\_\_\_  
**ADDRESS** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 EMAIL \_\_\_\_\_  
**BUYER** \_\_\_\_\_  
 \_\_\_\_\_  
**ADDRESS** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 EMAIL \_\_\_\_\_

<b>CONSIDERATION</b>	\$ _____
<b>DOWN PAYMENT</b>	\$ _____
<b>UNPAID BALANCE</b>	\$ _____

## DOCUMENTS

**1** Subject to provisions and conditions herein, the following documents between SELLER and BUYER are deposited into Escrow with SECURWEST Escrow Services, hereinafter referred to as "SECURWEST".

NATURE OF DOCUMENT	DATE OF DOC.	RECEIVED DATE	SECURWEST INITIAL
<b>A</b> _____	_____	_____	_____
<b>B</b> _____	_____	_____	_____
<b>C</b> _____	_____	_____	_____
<b>D</b> _____	_____	_____	_____
<b>E</b> _____	_____	_____	_____

## TERMS

**2** The above mentioned documents are to be delivered to the BUYER, above named, or to any one of them if more than one, upon payment of the sum (beginning balance (words)) \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) plus interest from start date ( \_\_\_\_\_ ) at the interest rate of \_\_\_\_\_ % percent per annum, payable as follows:

### CHOOSE A OR B

- A** The sum of \$ \_\_\_\_\_ shall be paid on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, and a like and equal sum on the same date of each and every \_\_\_\_\_ thereafter until the principal balance together with interest has been paid in full.
- B** The sum of \$ \_\_\_\_\_ shall be paid on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, and a like and equal sum on the same date of each and every \_\_\_\_\_ thereafter until the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, when the full amount of principal and interest, if any remaining unpaid, shall be paid.

### CHOOSE C OR D

- C** All payments include interest and shall be applied first to late fees, accrued interest and the balance to principal on date received.
- D** Each payment of \$ \_\_\_\_\_ shall be applied to principal. Interest at the above rate shall be paid in addition to each principal amount.

**CHOOSE E, F, OR G**

**E** Interest on the unpaid principal balance will be calculated on the actual number of calendar days. Said principal balance is outstanding to the date of each, based on a 365-day year.

This method will not follow a predetermined amortization schedule but does take into consideration early and late payments.

**F** Each interest payment contains only 30 days interest regardless of date paid, based on 30-day month and 360-day year.

This method will follow a predetermined amortization schedule but does not take into consideration early and late payments.

**G** Late Fee:

Yes:  No  
Amount      \$ \_\_\_\_\_  
Percentage    % \_\_\_\_\_  
Grace Period    \_\_\_\_\_

**SPECIAL INSTRUCTIONS INCLUDING SPECIAL RELEASES WILL BE ACCEPTED IF THEY DO NOT ALTER THE CONDITIONS SET FORTH IN THIS AGREEMENT. THEY ARE:**

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## BUDGET ACCOUNT

**3** Budget accounts are for taxes, insurance, or both. It is the responsibility of either the BUYER or SELLER to present SECURWEST with tax and insurance billings, to request when payments are to be made, and to notify SECURWEST of changes to budgeted items. Amounts will be adjusted annually.

Opening Deposit                      \$ \_\_\_\_\_  
Opening Tax Amount                \_\_\_\_\_  
Opening Insurance Amount        \_\_\_\_\_

## UNCOLLECTED FUNDS

**4** It is agreed that should an item tendered as payment by the BUYER be returned to SECURWEST as "unpaid," the SELLER will promptly return the proceeds received by him. SECURWEST RESERVES THE RIGHT TO WITHHOLD DISTRIBUTION OF UNCOLLECTED FUNDS. COLLECTED FUNDS SHALL BE CREDITED AS OF THE PROCESSING DATE. There will be a charge for all returned checks.

## ASSIGNMENT

**5** The contract may be assigned by the BUYER or the SELLER under the following conditions:

<input type="checkbox"/> Yes.	<input type="checkbox"/> No.
<small>TERMS</small>	<small>TERMS</small>
Buyer _____	Buyer _____
Seller _____	Seller _____

## DISTRIBUTION

6 Choose one of the following.

Mail check to address provided.

ACH credit to seller account  
(complete attached document).

## PREPAYMENT

7 Terms of prepayment privilege are as follows (if no such privilege, so state).

Yes.

No.

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(Must be specifically defined. Do not refer to contract paragraph.)

## FEES

8 SECURWEST'S fees and charges upon this escrow shall be as follows:

Opening fee paid by \_\_\_\_\_, \$ \_\_\_\_\_.

Servicing fee paid by \_\_\_\_\_, \$ \_\_\_\_\_.

Disbursement fees paid by SELLER unless otherwise noted.

Parties hereto agree that SECURWEST may from time to time CHANGE AND MODIFY ANY OR ALL OF ITS FEES AND/OR CHARGES associated with escrow services adopted by SECURWEST for application to all escrow agreements subject to such changes.

## DISPUTES AND LITIGATION

9 It is expressly understood and agreed that should SECURWEST be made defendant in any suit by any of the contracting parties to this agreement, or by any representative, assignee or successor to any party, or by any other person for any matter arising out of SECURWEST's handling of this escrow, or should SECURWEST determine it to be necessary or advisable to commence litigation by interpleader or otherwise, by reason of a dispute between the parties or their representatives, assignees, or successors, the cost of such suit or suits, including attorney's fees, shall be paid by the contracting parties, and may be deducted from amounts collected on this escrow if not otherwise paid by the contracting parties.

SECURWEST, in case of dispute between the parties hereto, at its option, is authorized to hold all documents and payments pertaining to the escrow in its possession until BUYER and SELLER mutually direct SECURWEST in writing as to the disposition of the escrow, or SECURWEST may dispose of the escrow by interpleader or other suitable action and SECURWEST shall not be liable to the parties for such retention or action.

## SERVICING

10 With written notification, SECURWEST has the right to assign servicing of this agreement to another party.

## RECORDS EXAMINATIONS

11 SECURWEST will allow examination of the contents of this escrow by the parties hereto at any reasonable time during its regular business hours. SECURWEST may, at its option, require written authorization from either the SELLER or the BUYER before allowing the examination of the contents of this escrow by anyone other than the parties hereto.

# ESCROW AGREEMENT CONTROLS

**12** In the event these instructions conflict with the terms of the contract or other documents held in escrow, it is agreed that these instructions set forth on this uniform escrow agreement shall control insofar as the duties and liabilities of SECURWEST is concerned. Except for the faithful accounting of funds deposited with SECURWEST on the escrow agreement, it is agreed that no responsibility is to be attached to SECURWEST or any of its employees, arising from the carrying out of these instructions. SECURWEST reserves the right to refuse modification of any kind. SECURWEST will not be responsible for collection of past due payments.

**DATED AT** \_\_\_\_\_, **THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_, **20** \_\_\_\_\_.

**SELLER SIGNATURE(S)**

**BUYER SIGNATURE(S)**

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

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

**SECURWEST ESCROW SERVICES**

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

**THIS DOCUMENT HAS BEEN PREPARED BY:** \_\_\_\_\_

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

## RECEIPT AND RELEASE

We hereby acknowledge receipt of the above described papers. The above mentioned escrow is now closed and SECURWEST is hereby released from any further liability in connection therewith:

	DOCUMENTS RELEASED	DATE OF DOC.	RELEASE DATE	SECURWEST INITIAL
<b>A</b>	_____	_____	_____	_____
<b>B</b>	_____	_____	_____	_____
<b>C</b>	_____	_____	_____	_____
<b>D</b>	_____	_____	_____	_____
<b>E</b>	_____	_____	_____	_____

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

**RECEIVED BY:** \_\_\_\_\_

## SECURWEST ESCROW CONTACT INFORMATION

**MAIL TO:**

P.O. Box 6550  
 Bozeman, MT 59771-6550

**PHONE:** 406.587.5570

**FAX:** 406.522.5501

**EMAIL:** securwest@sectitle.com

**FIND OUR OFFICE:**

600 South 19th Avenue  
 Bozeman, MT 59718

**FIND US ONLINE:**

SecTitle.com

# ACH DEPOSITS

We are now offering ACH deposits! Please complete this form and return it to our office if you would like to utilize this option, otherwise we will continue to mail you a check and no action is required.

<b>DISTRIBUTION OF PAYMENTS</b>	
<b>BANK NAME</b>	_____
<b>BANK ABA #</b>	_____
<b>NAME ON ACCT:</b>	_____
<b>ACCT #</b>	_____
<b>CHECKING OR SAVINGS? (CHOOSE ONE)</b>	
<input type="checkbox"/> Checking	<input type="checkbox"/> Savings

**PLEASE SIGN**

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

SecurWest Escrow Services  
P.O. Box 6550  
Bozeman, MT 59771-6550