

EARNEST MONEY ESCROW AGREEMENT

This is an ESCROW AGREEMENT, made the day and year written below, by and between: MISSISSIPPI VALLEY TITLE INSURANCE COMPANY ("Escrow Agent"), and \_\_\_\_\_ ("Buyer"), and \_\_\_\_\_ ("Seller").

Whereas Buyer and Seller are parties under a certain contract for the sale of certain real property known as \_\_\_\_\_; and, whereas Buyer and Seller have requested Mississippi Valley Title Insurance Company to act as Escrow Agent to hold the earnest money agreed to therein (hereinafter "Deposit"), in accordance with the terms and provisions of this Earnest Money Escrow Agreement.

Now, therefore, in consideration of the promises and undertakings herein made, and the proposed issuance of a title insurance policy (or policies) underwritten by Escrow Agent, it is agreed that:

1. Buyer and Seller hereby appoint Mississippi Valley Title Insurance Company as Escrow Agent hereunder, and the Deposit is hereby delivered to Escrow Agent, who by signing below acknowledges its receipt, in the form of a check, dated \_\_\_\_\_, and payable to Escrow Agent, or wire transfer in the amount of \$ \_\_\_\_\_; such receipt is made subject to Conditions of Escrow attached hereto.
2. Escrow Agent SHALL HOLD THE DEPOSIT UNTIL WRITTEN RELEASE DISBURSEMENT INSTRUCTIONS ARE RECEIVED FROM \_\_\_\_\_, Buyer, and \_\_\_\_\_, Seller.
3. Escrow Agent is hereby authorized to and directed to invest the Deposit in the name of the Buyer, by Mississippi Valley Title Insurance Company, as Escrow Agent, as follows:
  - a. Deposits will be invested in an FDIC Money Market Account at the discretion of Mississippi Valley Title Insurance Company.
  - b. Other types of investments will be considered upon written request directed to the Company and subject to possible additional fees payable to the Escrow Agent.
  - c. IF NO INVESTMENT IS REQUESTED, PLEASE CHECK HERE \_\_\_\_\_
4. Interest shall be payable at the time the Deposit is disbursed in accordance with the terms of the Escrow Agreement and written release/disbursement instructions; and,

5. All investments will be made in the regular course of business. To be entitled to same day investment (assuming good funds are provided), the Deposit must be received by noon; otherwise, such funds will be deposited on the next business day.
6. Escrow Agent shall have NO obligation to invest the deposit contemplated by this agreement nor shall it have any liability for loss of interest that could be earned until such time as it has been furnished with properly executed Internal Revenue Service Form W-9, a copy of which is attached hereto.
7. The investment shall be subject to the rules, regulations, policies and procedures of said Depository.
8. Escrow Agent shall be entitled to charge and collect by deduction from escrow funds held a \$\_\_\_\_\_ fee for its services hereunder.

AGREED TO this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ESCROW AGENT:

MISSISSIPPI VALLEY TITLE  
INSURANCE COMPANY

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

TITLE: \_\_\_\_\_

\_\_\_\_\_

BUYER

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

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

\_\_\_\_\_

\_\_\_\_\_

SELLER

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

ADDRESS:

124 One Madison Plaza Suite 2100 (39110)

P. O. Drawer 2901

Madison, MS 39130-2901

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

\_\_\_\_\_

## CONDITIONS OF ESCROW

Escrow Agent accepts this undertaking subject to these Conditions of Escrow:

1. The Deposit may be processed for collection in the normal course of business by Escrow Agent, who may commingle funds received by it with escrow funds of others in its regular escrow account at First Commercial Bank (hereafter "Depository"). Escrow Agent shall not be accountable for any incidental benefit which may be attributable to the funds so deposited.
2. Escrow Agent shall not be liable for any loss caused by the failure, suspension, bankruptcy or dissolution of the Depository.
3. Escrow Agent shall not be liable for loss or damage resulting from:
  - a. any good faith act or forbearance of Escrow Agent;
  - b. any default, error, action or omission of any party, other than Escrow Agent;
  - c. any defect in the title to any property unless such loss is covered under a policy of title insurance issued by the Escrow Agent;
  - d. the expiration of any time limit or other delay which is not solely caused by the failure of Escrow Agent to proceed in its ordinary course of business, and in no event where such time limit is not disclosed in writing to Escrow Agent;
  - e. the lack of authenticity of any writing delivered to Escrow Agent or of any signature thereto, or the lack of authority of the signatory to sign such writing;
  - f. Escrow Agent's compliance with all attachments, writs, orders, judgments, or other legal process issued out of any court;
  - g. Escrow Agent's assertion or failure to assert any cause of action or defense in any judicial or administrative proceeding;
  - h. Any loss or damage which arises after the Deposit has been disbursed in accordance with the terms of this Agreement.
4. Escrow Agent shall not be liable for the sufficiency or correctness of the form, manner of execution or validity of any instrument that might be deposited into the escrow, nor as to the identity, authority or rights of any person executing the same, nor for failure to comply with any provisions of any agreement, contract or other instrument filed herein, and its duties hereunder shall be limited to the safekeeping of such money, instruments or other documents received by it as Escrow Agent, and for the disposition of same in accordance with the written instructions as accepted by it in the escrow.
5. In the event conflicting demands are made or notices served upon the Escrow Agent with respect to this Escrow, the parties hereto expressly agree that it shall have the absolute right at its election to do either or both of the following:

- (i) Withhold and stop all further proceedings in, and performance of this Escrow; or,
- (ii) File a suit in interpleader and obtain an order from the court requiring the parties to interplead and litigate in such court their several claims and rights amongst themselves. In the event such interpleader suit is brought, the Escrow Agent shall ipso facto be fully released and discharged from all obligations imposed upon it by this Agreement.

Escrow Agent shall be fully indemnified by the parties hereto for all its expenses, costs, and reasonable attorney's fees incurred in connection with any interpleader action which Escrow Agent may file, in its sole discretion, to resolve any dispute as to the Deposit; or which may be filed against the Escrow Agent. Such costs, expenses or attorney's fees, as well as the fees of Escrow Agent described below, may be deducted from the Deposit.

- 6. If Escrow Agent is made a party to any judicial, non-judicial or administrative action, hearing or process based on acts of any of the other parties hereto and not on the malfeasance and/or negligence of Escrow Agent in performing its duties hereunder, the expenses, costs and reasonable attorney fees incurred by Escrow Agent in responding to such action, hearing or process may be deducted from the funds held hereunder and the party/parties whose alleged acts are a basis for such proceedings shall indemnify, save and hold Escrow Agent harmless from said expenses, costs and fees so incurred.
- 7. Notwithstanding anything contained herein to the contrary, all controversies, issues, interpretation and other matters relating in any way to the escrow called for hereunder shall be interpreted and governed by the laws of the state of Mississippi.
- 8. In the event of any conflict between the terms and provisions of these Conditions of Escrow and the terms and provisions of the Agreement or other document to which this is attached, the terms and provisions of these Conditions of Escrow shall prevail.
- 9. Escrow Agent shall be fully indemnified by the other parties hereto and such parties shall hold Escrow Agent harmless from all damages, costs, claims and expenses arising from Escrow Agent's performance of its duties hereunder, including reasonable attorney's fees, except for those damages, costs, claims and expenses resulting from the gross negligence or willful misconduct of the Escrow Agent.