

ESCROW AGREEMENT – EARNEST MONEY

THIS AGREEMENT made and entered into this _____ day of _____, 20____ by and among _____, (hereinafter referred to as “Seller”); _____, (hereinafter referred to as “Purchaser”); and MAGIC CITY TITLE, INC. (hereinafter referred to as “Escrow Agent”);

WITNESSETH

WHEREAS, Seller and Purchaser have entered into a Contract for Purchase and Sale of Realty, dated _____, 20____, for the sale and purchase of certain property located in _____ County, Alabama, and more particularly described on an Exhibit “A” attached hereto (hereinafter referred to as the “Property”); and

WHEREAS, Purchaser and Seller desire to have Escrow Agent hold the Earnest Money as required under the contract for Purchase and Sale of Realty, in escrow pursuant to the terms hereof.

NOW THEREFORE, in consideration of the premises and of good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

- 1) Purchaser and Seller hereby appoint MAGIC CITY TITLE, INC. as Escrow Agent hereunder.
- 2) Purchaser has delivered and deposited with Escrow Agent the amount of \$ _____ dollars, representing the Earnest Money as required by the Contract of Purchase and Sale. The Escrow Agent agrees to immediately deposit said funds in _____ into its general non-interest bearing account and to hold and disburse said funds, as hereinafter provided.
- 3) Upon written notification from Purchaser and Seller that the contemplated sale is to be consummated, Escrow Agent shall deliver the Earnest Money to Seller to be applied to the purchase price shall be paid to Purchaser, unless otherwise instructed by the parties hereto.
- 4) Upon written notification from both Purchaser and Seller that the contemplated sale shall not take place, Escrow Agent shall deliver the Earnest Money to Purchaser or as otherwise instructed by the parties hereto.
- 5) The parties hereto covenant and agree that in performing any of its duties under this Agreement, Escrow Agent shall not be liable for any loss, costs or damage which it may incur as a result of serving as Escrow Agent hereunder, except for any loss, costs or damage arising out of its willful default or gross negligence.

Accordingly, agent shall not incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of its counsel given with respect to any questions relating to the duties and responsibilities, or (ii) to any action taken or omitted to be taken in reliance upon any document, including any written notice of instruction provided for in the Escrow Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of this Escrow Agreement.

In the event of a dispute between any of the parties hereto sufficient in the sole discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled to tender unto the registry or custody of any court of competent jurisdiction all money or property in its hands held under the terms of this Escrow Agreement, together with such legal pleading as it deems appropriate, and thereupon be discharged.

Purchaser and Seller hereby agree to indemnify and hold harmless Escrow Agent against any and all loss, costs, damage, charge liability or expense, including without limitation, court costs and attorneys fees, which it may sustain or incur in connection with its serving as Escrow Agent hereunder.

- 6) All notices, demands and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and shall be effective upon receipt thereof whether delivered personally or by first class registered or certified United States Mail with postage prepaid and return receipt requested, addressed to each party at the following address:

Escrow Agent: MAGIC CITY TITLE, INC.
 3535 GRANDVIEW PARKWAY, SUITE 550
 BIRMINGHAM, ALABAMA 35243

Seller:

Purchaser:

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and its seal to be affixed thereto as of the date and year first above written.

BY: _____ (SEAL)
 Seller

BY: _____ (SEAL)
 Seller

BY: _____ (SEAL)
 Purchaser

BY: _____ (SEAL)
 Purchaser

MAGIC CITY TITLE, INC.

BY: _____ (SEAL)
Its _____