

### Guide to Types & Phrase Groups

For each Escrow Instructions document listed below, use this guide to assist you in selecting the appropriate **Escrow Instruction Type**, selecting the required **Phrase Group**, and completing the fields of the applicable show/hide bars.

Document	Applicable to	Escrow Instruction Type Drop-down	Required Phrase Group(s)	Applicable Show/Hide Bar(s)
El - Amendment (EIS)	Colorado	Amendment	Amendment	N/A
El – Closing Instructions (EIS)	Colorado	Closing	Additional	CO - Closing
El Amendment (EIS)	California	Amendment	Amendment	N/A
El Assignment of Promissory Note & DT (EIS)	Arizona California	Assignment of Note and Deed of Trust	Additional Instructions	[AZ-, CA-] Assignment of Note and Deed of Trust
El Borrower (EIS)	Montana	Borrower	Additional	MT - Borrowers
El CAR 2000 Amendment (EIS)	California	CAR 2000 Amendment	Other	CA - CAR 2000 Amendment
El Commercial Sale (EIS)	California	Commercial Sale	› Additional Instructions › Contingencies › Memorandum	CA – Commercial Sale
El Loan (EIS)	Arizona California	Loan (AZ or CA)	› Additional Instructions › Contingencies	[AZ-, CA-] Loan
El Loan/Borrower's (EIS)	California	Loan	› Additional Instructions › Contingencies	CA - Loan
El Sale (EIS)	Arizona	Sale		AZ – Sale
El Sale (EIS)	California	Sale	› Header › Additional Instructions › Contingencies	CA - Sale

## List of Phrases

Document	Applicable to	Escrow Instruction Type Drop-down	Required Phrase Group(s)	Applicable Show/Hide Bar(s)
			> Memorandum	
EI Sale (EIS)	Montana	Sale		MT - Sale
EI Wrap Instructions (EIS)	California	Wrap	> Header > Additional Instructions > Other > Memorandum	CA - Wrap

## List of Codes

Code	Name	Text
accel01	Acceleration	Anything herein to the contrary notwithstanding, in the event of a voluntary sale, transfer or conveyance of all or any portion of the property described herein, any indebtedness or obligation due under the Note secured hereby, shall at the option of the holder hereof, immediately become due and payable.
ack01	Acknowledgment Regarding Lender Required Conveyance	<p>Lender has made a requirement that title or an interest in the Property be conveyed by the Party Divested to Borrower as a condition to Lender making the loan.</p> <p>We acknowledge that the conveyance is a Lender requirement and that it is not a requirement of either the Title Company or its Underwriter.</p> <p>Neither Title Company nor its Underwriter has made any representation regarding the legal consequences of the conveyance, and we acknowledge that we are free to seek independent legal advice regarding such matters.</p>
addbuy01	Addition of Buyer	<p>Pursuant to an Addendum to the Purchase Agreement dated [PROMPT (Enter date of Addendum to the Purchase Agreement)], the parties have agreed [PROMPT (Enter names that have been added as a Buyer)] has been added as a Buyer of the property which is the subject to this transaction. Buyer has read and understood all the terms of the purchase contract. Buyer's signature below shall be deemed his/her/their approval and acceptance of all terms and conditions contained in Escrow Instructions and supplements thereto as if they originally named him/her/they as Buyer therein. Escrow Holder is further instructed:</p> <p>a. Buyer's vesting to read as follows: [Pulls in Buyer's name and vesting; and pulls Interest Language if entered]</p>
admfeed01	Administrative Fees	Notwithstanding any other provisions in these instructions to the contrary, and in addition to any other fees and charges to which you may be entitled, the parties, jointly and severally, agree that, (a) Escrow Holder is entitled to an administrative

Code	Name	Text
		fee of Twenty-Five And No/100 Dollars (\$25.00) per month for administering this escrow and the trust funds beyond the Escrow Closing Date stated above, and (b) if this escrow is not closed within ninety (90) days of the scheduled Escrow Closing Date, or if the escrow is closed or cancelled and funds remain on deposit with Escrow Holder for any reason, Escrow Holder is instructed to, without further instructions, take its fees from any funds on deposit with it.
adtl01	<b>Additional Escrow Conditions and Instructions</b>	<p>The signatories to these escrow instructions hereby direct Escrow Holder to also comply with the following:</p> <p>A. Fees and Expenses</p> <ul style="list-style-type: none"> <li>i. Buyer/Borrower and Seller each agree to pay Escrow Holder's customary charges and fees and all other costs and expenses incurred by Escrow Holder on behalf of them, including cancellation fees. Escrow Holder may, in Escrow Holder's discretion, charge additional fees to the parties for services which are beyond those usual in this type of escrow, retain a sub-escrow agent and charge its fees to the parties, charge for the regulatory audit fees, and use any form of express mail and courier and charge those costs plus a handling charge to the parties.</li> <li>ii. If, in Escrow Holder's discretion, Escrow Holder deems it necessary to obtain legal advice regarding any issue in this escrow, the parties, jointly and severally, shall reimburse Escrow Holder for any fees and expenses incurred.</li> <li>iii. Escrow Holder's fees and the costs incurred in this escrow may be taken from any monies on deposit with Escrow Holder; the parties assume responsibility for determining liability for payment between them.</li> </ul> <p>B. Disclosures</p> <ul style="list-style-type: none"> <li>i. Escrow Holder has no responsibility to give any disclosure not required by law to be given by an escrow agent</li> </ul> <p>C. Corrections</p> <ul style="list-style-type: none"> <li>i. In the event monies are disbursed incorrectly by Escrow Holder for any reason, each party agrees to cooperate with Escrow Holder and to promptly return to Escrow Holder any monies disbursed incorrectly to him/her/it on notice from Escrow Holder. If any legal action, arbitration or other proceeding is brought to collect monies incorrectly disbursed, Escrow Holder shall be entitled to recover its costs incurred, including attorney's fees.</li> <li>ii. Each of the parties hereto shall execute and deliver any and all additional papers, documents, instructions and other instruments reasonably required, and shall do any and all acts and things reasonably necessary, in connection with the performance of their obligations hereunder and to carry out the intent of the parties hereto.</li> </ul> <p>D. 1099 Form</p> <ul style="list-style-type: none"> <li>i. To comply with the Internal Revenue Code, Seller herein agrees to</li> </ul>

Code	Name	Text
		<p>deposit into escrow a 1099 tax report and instructs Escrow Holder to prepare a final return at the close of escrow and forward it to the Internal Revenue Service.</p> <p>E. Real Estate Tax Withholding Laws</p> <p>i. The parties acknowledge that, in accordance with California Revenue and Taxation Code Sections 18662 and 18668; the parties have responsibilities for reporting and withholding monies which may be due the State of California or taxes on the sale of the real property. Escrow Holder will delay the closing of this transaction until all reporting and withholding requirements are met. Escrow Holder may charge its usual fee for assisting the parties in their compliance with the laws.</p> <p>If the seller is a "foreign person" under the Foreign Investment in Real Property Tax Act [IRC Section 1445], unless an exemption applies, Buyer/Borrower must withhold Ten Percent (10%) of the gross sales proceeds from Seller's proceeds. Escrow Holder is instructed to carry out its duties as established by this law.</p> <p>F. Counterparts</p> <p>i. These instructions may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.</p> <p>G. Release of Settlement Statement</p> <p>i. Buyer/Borrower acknowledges that Seller may request a copy of Buyer's/Borrower's portion of the HUD-1 Settlement Statement during and after the close of escrow. Buyer/Borrower waives all rights to privacy relating to such disclosure and instructs Escrow Holder to provide a copy of the Buyer's/Borrower's portion of the HUD-1 Settlement Statement to Seller when requested.</p> <p>H. Venue For Litigation</p> <p>i. All rights and duties of the parties hereunder shall be governed by the laws of the State of California, and any litigation, arbitration or other proceeding brought regarding this escrow shall be brought in a court or tribunal of appropriate jurisdiction in California closest to the office of the Escrow Holder.</p>
adv01	Advance Release of Demand Fees	<p>In the event the Existing Lienholder(s) requires payment to demand statement fees in advance of issuing their demand statement, Borrower shall deposit sufficient funds as called for by Escrow Holder for payment of same and authorizes Escrow Holder to release said funds to Existing Lienholder(s) prior to close of escrow. Borrower acknowledges and agrees that said funds are NON-REFUNDABLE in the event this escrow is not consummated.</p>

Code	Name	Text
amend01	Buyer/Borrower Vesting to Read as Follows	[Pulls buyer's names with vesting; and pulls Interest Language if entered]
arb01	Arbitration	<p>Any controversy or claim arising out of or relating to this agreement, or the making, performance, or interpretation thereof, in which the amount in controversy is over the sum of Five Thousand And No/100 Dollars (\$5,000.00) shall be governed by the laws of California, and shall be settled by arbitration conducted by the American Arbitration Association ("AAA") or Judicial Arbitration And Mediation Service ("JAMS"), whichever is chosen by the first party to file for arbitration. The arbitrator shall be a person actively engaged in the particular field in controversy, and if the parties cannot agree on an arbitrator, AAA or JAMS shall select one from its panel.</p> <p>Proceedings shall be conducted in accordance with the Commercial Arbitration Rules of the AAA or the applicable rules of JAMS. The California Code of Civil Procedure, and in particular, Part III, Title 9, and the California Evidence Code shall govern the arbitration, and shall control in the event of any conflict with the AAA or JAMS rules. The arbitrator shall have discretion to order pre-hearing discovery, this discretion shall be exercised in favor of full disclosure of facts, and the arbitrator may employ the law and motion process and impose those sanctions applicable under the Code of Civil Procedure for abuse of the law and motion and discovery processes. The parties may resort to the courts for injunctive and any other temporary relief pending arbitration without waiving the right to arbitration.</p> <p>The substantive law of California shall be utilized in all decisions. The award must be based on and accompanied by a written statement of decision explaining the factual and legal basis as to each material issue in dispute. The arbitrator may award any remedy or relief that a court could order or grant. Judgment may be entered on the award in any court having jurisdiction. An award not supported by substantial evidence or not in accordance with the law of the state of California is in excess of the arbitrator's powers. The court shall vacate any such award. On application to the court for an order confirming, modifying, or vacating the award, the court shall have the power to review (1) whether the findings of fact rendered by the arbitrator are, on the entire record of the arbitration proceedings, supported by substantial evidence, and (2) whether the arbitrator's conclusions of law are erroneous. The court shall vacate as an excess of arbitral power an award in which the findings of fact are not supported by substantial evidence or the conclusions of law are erroneous.</p>
ballo01	Balloon Payment	This Note is subject to Section 2966 of the Civil Code, which provides that the holder of this Note shall give written notice to the Trustor, or his successor in interest, of prescribed information at least ninety (90) and not more than one-hundred fifty (150) days before any balloon payment is due.
chgown01	Change of Ownership Forms	<p>A. CALIFORNIA – <i>Preliminary Change of Ownership Report</i></p> <p>Prior to close of escrow, Buyer/Borrower shall hand Escrow Holder a completed and signed Preliminary Change of Ownership Report to be filed with recording of the deed. If the Buyer/Borrower does not hand Escrow</p>

Code	Name	Text
		<p>Holder the Report, or the Report submitted is rejected by the Recorder, Buyer will be responsible for payment of any additional fees charged by the county recorder, and will assume all responsibility for compliance with the law.</p> <p>B. ARIZONA – <i>Affidavit of Property Value</i></p> <p>Prior to close of escrow, Buyer/Borrower and Seller shall hand Escrow Holder a completed, signed and notarized Affidavit of Property Value to be filed with recording of the deed. If the Buyer/Borrower does not hand Escrow Holder the Affidavit of Property Value, or the Affidavit of Property Value submitted is rejected by the Recorder, Buyer/Borrower will be responsible for payment of any additional fees charged by the county recorder, and will assume all responsibility for compliance with the law.</p> <p>C. NEVADA – <i>Declaration of Value</i></p> <p>Prior to close of escrow, Buyer/Borrower and Seller shall hand Escrow Holder a completed and signed Declaration of Value to be filed with recording of the deed. If the Buyer/Borrower does not hand Escrow Holder the Declaration of Value, or the v submitted is rejected by the Recorder, Buyer/Borrower will be responsible for payment of any additional fees charged by the county recorder, and will assume all responsibility for compliance with the law.</p>
clcnpt01	Closing; Cancellation; Payment of Fees and Costs	<p>A. <b>Cancellation</b></p> <p>In the event this escrow is canceled, the parties hereto agree to pay Escrow Holder its cancellation fee of Five Hundred And No/100 Dollars (\$500.00) for work performed, and to pay all expenses incurred by Escrow Holder. If this escrow is not in condition to close by the specified closing date, Escrow Holder shall close as soon as possible unless Escrow Holder receives a written notice of cancellation. On receipt at any time of a notice of cancellation, Escrow Holder shall mail a copy to all other parties at the addresses on these instructions. In the event of cancellation, Escrow Holder is due its usual cancellation fees and reimbursement for costs incurred and may take from any monies on deposit with Escrow Holder any sums necessary to pay all fees and costs incurred in this escrow.</p> <p>B. <b>Conflicts In Escrow Instructions; Disputes</b></p> <p>If Escrow Holder receives any conflicting notices, instructions or demands, or cannot close this escrow for any reason, in Escrow Holder's sole discretion and without any liability, and without concern over the merits of any disputes between the parties, Escrow Holder may take any action Escrow Holder deems appropriate, including no further action in this escrow, or the bringing of an interpleader or other litigation. The parties, jointly and severally, will pay promptly on demand any costs, expenses and losses incurred by Escrow Holders in complying with this instruction, including Escrow Holder's attorney's fees.</p>

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		<p><b>C. Attorney's Fees</b></p> <p>i. If any legal action, arbitration or other proceeding is brought on claims arising out of this escrow or these instructions, Escrow Holder shall be entitled to recover costs incurred, including attorney's fees, from all parties to this escrow. In any collection of monies due relating to this escrow without litigation, the collecting party shall be entitled to is costs, including reasonable attorney's fees.</p> <p>ii. If, for any reason, Escrow Holder is required to appear as a witness at any litigation, arbitration or administrative proceeding relating to this escrow, the parties jointly and severally shall pay Escrow Holder for all costs, expenses and fees incurred by Escrow Holder in such matter, including Escrow Holder's attorney's fees.</p>
clcst01	<b>Closing Costs/Charges</b>	<p>Pay escrow charges and proper recording fees, also charges for evidence of title called for above (whether or not this escrow is consummated) and you are authorized to pay off any bonds, assessments and/or taxes, also any encumbrances of record, plus accrued interest, charges and bonus, if any, to show title as called for above and/or necessary to comply with same. Instruct the title company to begin search of title at once.</p>
clfnd01	<b>Closing Funds</b>	<p>A. Each party acknowledges that the close of escrow is conditioned on check clearances. Funds to close must be in the form of a cashier's check drawn on a bank with a clearing house in the State of California or be wire transferred to Escrow Holder's Trust Account at least two (2) days prior to recording of documents</p> <p>B. California Insurance Code Section 12413.1 requires that checks be deposited by the title company prior to escrow disbursement. (a) Monies received in cash and 'Wired Funds' may be disbursed on the same day as deposited. (b) Monies received by teller's checks, cashier's checks and certified checks may be disbursed on the first business day following the day of deposit. (c) Monies received by personal checks, corporate checks and drafts received from title companies (including escrow trust checks) may be disbursed on the day when the item must be made available for withdrawal by depositors under Regulation CC adopted by the Federal Reserve Board of Governors.</p> <p>C. Please prepare for delayed disbursement of funds to all recipients at the close of escrow. All parties are aware that NO interest will be paid to recipients of funds as a result of meeting these requirements.</p>
closrec	<b>Closure of Recorder's Office</b>	<p>The undersigned principals acknowledge the recorder's office is not currently accepting documents for recording in the public record. Furthermore, the principals to this transaction are aware it is unknown when the recorder's office will accept documents for recording.</p> <p>Buyer fully realizes that no instruments have been filed or recorded in his favor and no policy of title insurance has been issued to protect his interest in said property. Buyer further realizes documents will not be recorded for an indefinite</p>



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		<p>period. Buyer nevertheless desires to accommodate seller and hereby instructs settlement agent to close and disburse funds on deposit in this transaction.</p> <p>Seller fully understands and acknowledges that, although the deed transferring title to the subject property is not recorded they have sold their home and, upon disbursement will no longer have any ownership interest in said property.</p> <p>_____</p>
cncl01	Cancellation Fee	<p>Borrower is aware that in the event this escrow is cancelled, Borrower shall pay a cancellation fee of <b>Five Hundred And No/100 Dollars (\$500.00)</b> to Escrow Holder. Said cancellation fee to be deducted from funds on deposit upon written and/or verbal notice of cancellation by Lender or Borrower.</p>
cnvy01	Conveyance and Vesting	<p>In the event Escrow Holder is requested to draw any conveyance document(s) and/or acceptance document(s), Escrow Holder may use any standard form, using Buyer's/Borrower's legal vesting. Buyer/Borrower is advised to seek the advice of his own attorney and accountant with regard to vesting. Escrow Holder is hereby authorized and instructed to complete and/or correct the vesting on any conveyance document(s) and/or acceptance document(s), even if it has already been executed and notarized. (1) Buyer/Borrower shall furnish Escrow Holder with the name of Borrower's spouse, (2) Escrow Holder is authorized and instructed to prepare an Inter Spousal Transfer or Quitclaim Deed for Buyer's/Borrower's spouse's signature and (3) Escrow Holder is to record same at close of escrow, charging Buyer's/Borrower's account for the preparation and recording fees associated with this deed.</p>
cot01	Condition of Title	<p>Escrow Holder is authorized and instructed to pay any encumbrance necessary to place title in the condition called for herein and Borrower will hand you any instruments and/or funds as required for such purpose.</p>
cpy01	Copies of Escrow Instructions	<p>Escrow Holder is authorized to furnish copies of these instructions, any supplements and/or amendments thereto, notices of cancellation and closing statements to any real estate brokers or agents representing any party to this escrow and to any lender whose loan will be paid through this escrow or will be used to fund this escrow.</p>
cross01	Cross Collateralization	<p>The undersigned parties are aware that the property located at <b>[Pulls Property Address]</b> is being used as additional collateral to secure the promissory note created in order to purchase the property that is the subject of this transaction.</p> <p>Escrow Holder is hereby authorized and instructed to place the following language on the face of each Deed of Trust:</p> <p style="padding-left: 40px;">This deed of trust is being recorded as additional collateral for a note secured by a deed of trust executed by <b>[Pulls Buyer's Names with Vesting]</b> as trustor, in favor of <b>[Pulls Lender Name]</b> as beneficiary in the original amount of \$<b>[Pulls Loan Amount]</b>, of even date herewith.</p>



Code	Name	Text
cross02	Cross Default	<p>The undersigned parties are aware that the property located at [Pulls Property Address] is being used as additional collateral to secure the promissory note created in order to purchase the property that is the subject of this transaction.</p> <p>Escrow holder is hereby authorized and instructed to place the following language on the face of each deed of trust:</p> <p style="padding-left: 40px;">Default under one such deed of trust shall constitute default under all other deed(s) of trust.</p>
demand01	Demand Authorization and Interest Accruing	<p>Escrow Holder is authorized to obtain demands and reconveyances and/or releases of existing encumbrances not to remain of record and to pay said demands at close of escrow from the account of [For a Purchase 'Seller' else 'Borrower'] herein. [For a Purchase 'Seller' else 'Borrower'] is aware that interest on the existing loan(s) does not stop accruing at close of escrow, but continues until the actual day of receipt of the payoff to Lender. In the event an FHA loan is being paid off, interest may accrue past the date of receipt by lender pursuant to the terms of the note securing the loan.</p>
deprct01	Deposit Receipt	<p>Disbursements and charges may be made against the money remitted by Buyer under the terms of the Purchase Agreement and Deposit Receipt ("Deposit Receipt") to third parties for the following items:</p> <ul style="list-style-type: none"> <li>A. Credit Reports                      \$[PROMPT (City Reports)]</li> <li>B. Escrow Services                      \$[PROMPT (Escrow Services)]</li> <li>C. Preliminary Title Reports        \$[PROMPT (Preliminary Title Reports)]</li> <li>D. Appraisals                            \$[PROMPT (Appraisals)]</li> <li>E. Loan Processing Services        \$[PROMPT (Loan Processing Services)]</li> </ul> <p>Seller estimates the total amount of such disbursements and charges to be \$[PROMPT (Total)]</p>
disbs01	Disbursement of Proceeds	<p>DISBURSEMENT OF PROCEEDS: The undersigned hereby instruct and authorize Escrow Holder to disburse proceeds as follows:</p> <p>[ ] TRANSFER    [ ] All Net Proceeds, or [ ] \$</p> <p style="padding-left: 40px;">To:</p> <p style="padding-left: 40px;">Attn:</p> <p style="padding-left: 40px;">Escrow No.:</p> <p>[ ] HOLD check for PICK UP</p> <p>[ ] CALL when check is read for PICK UP, PHONE NO.:</p> <p>[ ] WIRE funds to (Bank Name):</p> <p style="padding-left: 40px;">City/State:</p> <p style="padding-left: 40px;">Wire Payee:</p> <p style="padding-left: 40px;">ABA No.:</p>

Code	Name	Text
		Account No.: [ ] MAIL [ ] FEDERAL EXPRESS check to:
discl01	Escrow Disclosure	The undersigned hereby acknowledges and has been advised by [Pulls Escrow Office Name] that it is the policy of the Company to deposit all funds collected at closing immediately, and to disburse all funds as soon as practical following closing, including seller's/borrower's proceeds, mortgage payoffs and services rendered for the property (i.e. Termite inspection, survey, insurance, etc.) and any sale commissure due (if applicable).  The undersigned do hereby acknowledge that they have been advised of the policy of [Pulls Escrow Office Name] regarding the disbursement of these funds.
discl02	Disclosure of Conditions Precedent	The parties to this escrow, by execution thereof, acknowledge their duty to Escrow Holder of full disclosure of those matters, which shall affect the transfer of subject property and conditions of title (inclusive of real personal and intangible property, which matters may result in a lien against subject property). Disclosure shall include, but not limited to: water, stock, owners association or maintenance dues, contractual obligations not automatically terminated upon sale, note(s), deed(s) of trust and vendor's liens.
dos01	Due on Sale	Anything herein to the contrary notwithstanding, in the event of a voluntary sale, transfer or conveyance of all or any portion of the property described in the deed of trust securing this note, any indebtedness or obligation hereunder, shall at the option of the holder hereof, immediately become due and payable.
dos02	Due on Sale (Acceleration)	If the Trustors shall sell, convey, or alienate said property or any part thereof, or any interest therein, or shall be divested of their title in any manner or way, whether voluntarily or involuntarily, any indebtedness or obligation secured hereby, irrespectively of the maturity date expressed in any note evidencing the same, at the option of the holder hereof and without demand or notice, shall immediately become due and payable.
dot01	Deed of Trust Consideration	This Deed of Trust is being given as consideration for a portion of the purchase of the herein described real property.
emply01	Employee Party	The parties to this transaction are hereby notified that the [PROMPT (Enter party (i.e. Seller, Buyer, Borrower, Lender, Broker, Agent))] is related to an employee of [Pulls Escrow Office Name] who [PROMPT (Is the employee a corporate officer?) If checked 'is'; else 'is not']] a corporate officer and may be a shareholder of the parent corporation.
emply02	Employee Principal	(Select Buyer/Borrower/Seller individual's name) is a principal to this transaction, is also an employee of [Pulls Escrow Office Name], who [PROMPT (Is the principal a corporate officer?) If checked 'is'; else 'is not']] a corporate officer and may be a shareholder of the parent corporation.

Code	Name	Text
esc01	Escrow	<p>A. These Instructions shall not be effective until signed by both Buyer/Borrower and Seller and delivered to the Escrow Holder. This escrow shall be deemed opened as of the Date of Instructions stated above, but only if these Instructions, signed by all parties, are deposited with Escrow Holder. This escrow shall close on or before the Escrow Closing Date stated above. The escrow shall be deemed closed on the date and time the deed into Buyer/Borrower is recorded. As soon after closing as is convenient, at your discretion, mail or deliver the funds and documents in your possession to the persons entitled to them.</p> <p>B. Lenders: Escrow Holder is directed to comply with the instructions of all lenders to the parties, including instructions by Buyer's/Borrower's lender(s).</p>
escfnd01	Escrow Funds	<p>A. All funds received in this escrow may be deposited with funds from other escrows in a general trust account in any state or federal bank of Escrow Holder's choosing. No interest shall be paid to the party depositing money with Escrow Holder. The parties recognized that the FDIC insurance on this account may not be sufficient to cover all of their specific deposit, but request that Escrow Holder maintain all funds in such account. All disbursements may be made by Escrow Holder on this account.</p> <p>B. All parties to the above referenced transaction hereby agree that the escrow funds may be deposited into a bank, or savings and loan located outside of the state of Arizona. We understand that Ultra Escrow, Division of Fidelity National Title Company maintains its escrow account with City National Bank and that their regional headquarters is located in Los Angeles, CA.</p>
faxsig01	Faxed and .PDF Signatures	The parties agree and instruct Escrow Holder to accept their signatures on any document transmitted to Escrow Holder from the parties or others by facsimile or by .pdf instead of their original signatures for all purposes.
fees01	Fees and Charges	Escrow, title, and recording charges and other costs are to be charged to the principals' accounts in accordance with customary practices in this County, unless Escrow Holder is instructed to do otherwise in writing. The charges which the Escrow Holder will make for sending documents and/or checks via next day messenger services (i.e. Federal Express, UPS, DHL, California Overnight, Overnight Express, etc.) are Thirty-Five And No/100 Dollars (\$35.00) per letter, standard overnight service, and Fifty-Five And No/100 Dollars (\$55.00) for larger size packages and/or priority delivery services. Such charges include the cost of such messenger service and the Escrow Holder's expenses for arranging such messenger service and its overhead and profit. Special messenger services will be billed at the cost of such services. There will be no additional charge for pick-up or delivery of packages via any regularly scheduled messenger runs. Escrow holder may engage an outside party to handle certain administrative services as part of this transaction and escrow holder will pay for said services from its fee and not as a charge to Buyer/Borrower and Seller.

Code	Name	Text
fees02	Fees Paid in Advance	<p>A. Demands: Escrow Holder is authorized and instructed to obtain demands from any lien holder, encumbrancer or creditor for the purpose of complying with these instructions, and to pay any lien, encumbrance or demand necessary to comply with the escrow instructions of the parties.</p> <p>B. HOA Costs: Escrow Holder is directed to pay from Buyer's EMD (Earnest Money Deposit) funds deposited into escrow and prior to close of escrow all upfront costs and fees demanded by homeowner's associations.</p>
fin01	Financing	Escrow Holder is authorized and instructed to charge Buyer's/Borrower's account with all costs incurred on Buyer's/Borrower's behalf, including but not limited to, loan origination fees, credit report, appraisal, recording fees, inspection fee, and title policy endorsements. Buyer's/Borrower's execution of loan documents shall constitute Buyer's/Borrower's approval of the terms and conditions of said new loan and Escrow Holder's authorization to comply with the lender's requirements. Buyer/Borrower assumes all responsibility for obtaining and delivering a fire/hazard insurance policy to meet lender's requirements.
firein01	Fire Insurance (Purchase)	Prior to close of escrow, Buyer will deposit in escrow a fire insurance policy acceptable to Lender and a paid receipt for same. If insurance premium has not been paid outside of escrow, Escrow Holder is authorized and instructed to pay premium from funds deposited by the undersigned Buyer at the close of escrow. If subject property has a Homeowner's Association and the cost of insurance is paid in monthly homeowner's dues, Escrow Holder is instructed to obtain a certificate of insurance, as required.
firein02	Fire Insurance (Private Party Loans)	Prior to close of escrow, Borrower will provide evidence of fire insurance for an amount required by Beneficiary, or at least the amount equal to the replacement cost if Beneficiary makes no other requirement, on the buildings situated on the subject property. Said policy shall show Beneficiary named in the Note and Deed of Trust created herein as an insured loss payee.
firein03	Fire Insurance (HOA/Master Policy)	<p>The undersigned acknowledge the subject property is covered by a Master Insurance Policy provided through the Homeowner's Association (dwelling only), and that the premium therefore is included in the monthly association dues.</p> <p>Any additional coverage desired by [For a Purchase 'Buyer' else 'Borrower'] shall be handled outside of this escrow and will be of no concern to Escrow Holder whatsoever.</p>
firein04	Fire Insurance Waiver	Buyer shall obtain fire insurance coverage outside of escrow, if so desired. Escrow Holder is relieved of any and all liability with regards to the ordering or payment of said insurance.
flrcl01	Failure to Close Timely	If the conditions for closing this escrow have not occurred at the time set forth herein for closing, Escrow Holder is nevertheless to continue to act hereunder and to close this escrow as soon thereafter as such conditions (except as to time) shall have been met, unless any party shall have made a written demand on Escrow Holder for cancellation of this escrow and/or for the return of any funds and/or documents deposited by such party.

Code	Name	Text
fsbo01	For Sale by Owner	<p>The parties hereto understand and acknowledge that the duties of the escrow holder are limited solely to the specific provisions incorporated in these instructions. Functions that would normally be handled by a real estate licensee, including but not limited to, the preparation of purchase agreements and disclosures, notification of required City, County or State disclosure reports, ordering of any reports and inspections, and representing the physical conditions and improvements and the real property, shall all be the total responsibility of the principals to this transaction.</p> <p>[Pulls Escrow Office Name] recommends the parties hereto obtain the opinion of any attorney or the advice of a real estate agent on any particulars pertaining to the transfer of subject property. The parties further relieve [Pulls Escrow Office Name] from all liability whatsoever in connection with such matters.</p>
fsbo02	FSBO – Megan’s Law as a Matter of Record Only	<p>Buyer acknowledges receipt of the following information from Seller as required by California Civil Code Section 2079.10a. Insert as follows:</p> <p>Notice: The California Department of Justice, Sheriff and Police Departments servicing Jurisdictions of 200,000 persons or more, and many other local law enforcement authorities, <b>maintain for public access a Database of the locations of persons required to register pursuant to Section 290.4 (a) of the Penal Code.</b> This database is updated quarterly and is a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a 900 Area Code Telephone Service. Callers must have specific information about the individuals that they are checking. Information regarding neighborhoods is not available through this service.</p>
funds01	Commercial Release of Funds Prior to Close	<p><b>COMMERCIAL RELEASE OF FUNDS PRIOR TO CLOSE:</b> Seller has requested that Buyer release and pay through this escrow the sum of \$[PROMPT (Enter amount of funds)], at once, and prior to the consummation of this escrow. Said funds will be paid to [Pulls Seller Names] from [Pulls Buyer Names] for [PROMPT (Enter what the funds are for)].</p> <p>Buyer understands that [Pulls Escrow Office Name] makes no warranty or representation of any kind, express or implied as to the ownership of or title to the property described in this escrow, nor as to any encumbrances or liens thereon, nor as to the condition and/or the ultimate outcome of this escrow nor in any manner or form as an inducement to make the above payment.</p> <p>Furthermore, Buyer fully realizes that no instruments have been filed or recorded in his favor, and no policy of title insurance has been issued to protect his interest in said property. Buyer nevertheless desires to accommodate Seller and release funds as requested above.</p> <p>Therefore, from funds deposited herewith, or on deposit in this escrow, you are hereby authorized and instructed to pay said funds as requested above upon receipt of these Instructions executed by all parties hereto.</p>

Code	Name	Text
		<p>Escrow Holder is not to be held liable or responsible for any loss or damage which Buyer may sustain by reason of making the above payment, nor for failure of any of the conditions of this escrow, nor for the recovery of said money for any reason whatsoever.</p> <p>Funds released pursuant to the above Instructions [PROMPT (Are funds applicable to the purchase price?)] [If Yes[X]] shall or [If No[X]] shall not be applicable to the purchase price.</p>
gap01	GAP Closing	<p>The Parties hereto have agreed to deem this escrow closed upon receipt of closing funds and release of documents for recording regardless of confirmation of said recording. Therefore, all benefits, burdens, obligations and responsibilities of ownership will pass to the Buyers on the date documents are released; escrow is to disburse funds to the Seller and other parties entitled thereto on the date documents are released. Title Insurance will be issued effective the date and time of recording insuring the gap between the closing and the recording of the documents.</p>
haz01	Hazard Insurance	<p>[Pulls Buyer Names] understand and agree that <b>NO</b> Hazard Insurance is required for an all CASH transaction. In the event [Pulls Buyer Names] wish to purchase Hazard Insurance through this transaction, it will be at the [Pulls Buyer Names] expense only, and [Pulls Buyer Names] must notify Escrow Holder in writing prior to the close of escrow and deposit sufficient funds to pay for same.</p>
hoa01	Homeowner's Association – Delinquencies	<p>The settlement agent is in receipt of a statement from the homeowners association (HOA) and/or management company and/or collections company reflecting a total of [PROMPT (Enter amount due)] due in current and outstanding amounts for the property which is the subject of this transaction. Pursuant to the Purchase and Sale Agreement/Contract Seller has agreed to pay [PROMPT (Enter amount Seller has agreed to pay)] towards the amounts due on said demand(s) to the homeowners association (HOA) and/or management company which represent the amounts due since the Seller has foreclosed upon the property which is the subject of this transaction. Buyer and Seller have agreed to proceed with the closing of this transaction without payment in full of said demand.</p> <p>Buyer acknowledges title insurer will add an exception to their title policy for the non-payment of any amounts due to the HOA and/or a management company including the lien recorded in instrument no. [PROMPT TEXT (Recording No.)] (if applicable). Should it be determined after the closing there are any outstanding association fees and/or dues which are payable, Buyer and Seller agree they will be handled direct and outside of closing. Buyer and Seller agree to hold [Pulls Escrow Office Name] as title insurer and settlement agent harmless from liability, responsibility and risk of loss whatsoever (including but not limited to court costs and attorney fees) for any matters that may arise regarding any unpaid or inaccurate amounts due to any HOA and/or management company and/or collections company.</p>
homew01	Home Warranty	<p>[Pulls Buyer Names] understand and agree that <b>NO</b> Home Warranty Policy shall be provided through this escrow. In the event [Pulls Buyer Names] wish to purchase a Home Warranty through this transaction, it will be at the [Pulls Buyer</p>



Code	Name	Text
		<b>Names]</b> expense only, and <b>[Pulls Buyer Names]</b> must notify Escrow Holder in writing prior to the close of escrow and deposit sufficient funds to pay for same.
impou01	Impounds for Private Loan	<p>Parties have agreed that the loan being created herein will be impounded for taxes and insurance and that the initial monthly installment will be <b>\$(Pulls in total First Payment)</b>. Said amount is comprised of <b>\$(Pulls HUD Line 1004 payment amount)</b> (1/12th of the annual taxes) and <b>\$(Pulls in HUD Line 1002 payment amount)</b> (1/12th of the annual insurance premium).</p> <p>In order to establish said impound account, Escrow Holder is hereby instructed to debit the account of the Buyer with the amount of <b>\$(Pulls HUD Line 1002 Disclosure Amount)</b> which represents <b>(Pulls HUD Line 1002 Payment Frequency)</b> months of the annual insurance premium and <b>\$(Pulls HUD Line 1004 Disclosure Amount)</b>, which represents <b>(Pulls HUD Line 1004 Payment Frequency)</b> months of the annual taxes. Escrow holder is further instructed to pay same to the Beneficiary. In the event this is a "Seller Carry Back" transaction, Escrow Holder will credit the Seller's account for same upon the close of escrow.</p> <p>It will be the responsibility of the Beneficiary (or Seller if applicable) herein to pay all installments and/or premiums when same become due.</p> <p>Escrow Holder is instructed to add the following language to the Note being created herein:</p> <p style="padding-left: 40px;">It is further understood and agreed that the Payor shall pay the Payee for future payment to the appropriate entity by Payee, in addition to and at the time of the regular payments due hereunder, an amount equal to 1/12th of the annual insurance premium and 1/12<sup>th</sup> of the annual taxes ("monthly impounds"). It will be the responsibility of the Payee to make the appropriate payments as same becomes due. Should the amount of the annual payments due increase or decrease, then the monthly impound due from the Payor hereunder shall be increased or decreased proportionately. The Payee shall notify the Payor of any change in the monthly impounds in writing. Upon payment in full of the Note, Payee shall promptly refund any remaining monthly impound funds directly to Payor. Upon payment in full of this Note it shall be the sole responsibility of the Payor to pay any tax or insurance bills as same becomes due.</p>
insp01	Inspections	Buyers herein are aware that <b>SOME</b> cities may require a report and/or inspection(s) of this property. Pursuant to the purchase agreement, this is the buyer's responsibility and Escrow Holder urges the buyer to contact the city in which this property is and inquire about this matter. Escrow Holder shall not be further concerned nor held liable for this matter.
instr01	Instructions Read and Approved	<p>A signature on these instructions and any document concerning this escrow means that the signatory has read, understands and approves the instruction or document.</p> <p>A. Validity of Signature or Document: Escrow Holder has no responsibility to determine the validity or sufficiency of any document or signature on any document deposited in this escrow.</p>



Code	Name	Text
		<p>B. Instruction Not In Writing: Escrow Holder shall not comply with any notice, demand or instruction that is not in writing.</p> <p>C. Information Regarding Escrow: Escrow Holder may provide information concerning this escrow and furnish copies of the escrow instructions and closing statements to real estate and mortgage brokers representing the parties to this escrow and any lender to a party.</p> <p>D. The execution and delivery of these instructions by each party, and any other instructions given to Escrow Holder by and any party hereto, and the performance of all its obligations hereunder, means that such instructions and performance have been duly authorized by all necessary corporate action. Each party has the right, power, legal capacity and authority to enter into and perform their respective obligations hereunder, and no approvals or consents of any persons are necessary to the validity of its rights and duties hereunder.</p>
irs01	IRS 1099 Reporting Disclosure	Parties are made aware that we are required by law to report the total "gross" proceeds (total consideration/sales price) on all real estate sales to the IRS at closing. In addition, parties are further made aware that Escrow Holder will also be required by H.R. 638 "Home Sale Tax Fairness Act of 1992" to report to IRS the amount of real estate property taxes apportioned between the parties at close of escrow. Seller is to complete, sign and return the attached certification form to Escrow Holder, (all Sellers must sign), and this escrow may not close if this form is not received prior to closing. This is an IRS requirement, and any questions should be directed to the Treasury Department and not Escrow Holder. NOTE: Corporations are automatically exempt from IRS 1099 reporting.
jt01	Joint Tenancy Acceptance	[Pulls Buyer 1 Individual 1 name] and [Pulls Buyer 1 Individual 2 name], [Pulls Buyer 1 vesting] hereby accept the interest herein conveyed to them as joint tenants with [Pulls Buyer 2 Individual 1 Name], a single man OR woman.
jt02	Joint Tenancy Acceptance – Two Couples	[Pulls Buyer 1 Individual 1 name] and [Pulls Buyer 1 Individual 2 name], [Pulls Buyer 1 vesting], and [Pulls Buyer 2 Individual 1 name] and [Pulls Buyer 2 Individual 2 name], [Pulls Buyer 2 vesting], hereby accept interest herein conveyed, as Joint Tenants.
lend01	Lender Rate and Terms	Deed of Trust to be recorded which secures a note in the amount of \$[Pulls Loan Amount], as per its terms in favor of [Pulls Lender Name], with interest at [Pulls Interest Rate]% being a [PROMPT (Type of Rate=(FIXED, ADJUSTABLE, etc.))] Rate loan, all due and payable on [Pulls Last Payment Date]. Borrower's signatures on the loan documents shall constitute their approval of the terms and conditions contained therein.
lep01	Limited English Proficiency	<p><u>Limited English Proficiency / Code: lep01</u></p> <p><b>LIMITED ENGLISH PROFICIENCY:</b> Borrowers who are limited in English proficiency in need of an interpreter or assistance translating the loan documents from English to another language should contact their lender or the Settlement Agent at [Pulls Escrow Office Phone] as soon as possible in order for arrangements to be made.</p>

Code	Name	Text
loan01	Buyer to Qualify for New Loan	Buyer to apply, qualify for and obtain the new loan as set out above, and the depositing herein of the lender's loan documents shall constitute satisfaction of this condition. The Buyers' signatures on the lenders loan documents shall constitute their acceptance and approval of the terms and conditions contained therein.
ltchg01	Late Charge	Any payment received by holder of this Note more than [Pulls Late Charge after days] past after its due date shall bear a late charge equal to [Pulls Late Fee Percent] of the payment amount and shall be due and payable at the same time and in addition to the delinquent payment.
ltchg02	Late Charge	Any payment received by holder of this Note more than [Pulls Late Charge after days] days after its due date shall bear a late charge of \$[Pulls Late Fee Amount] and shall be due and payable at the same time and in addition to the delinquent payment.
matdt01	Maturity Date	If not sooner paid, all remaining amounts due under the Note and Deed of Trust shall become due and payable in full on [Pulls Loan Final Payment Date].
nhd01	Natural Hazard Disclosure	Escrow Holder does not provide any real estate, tax, legal or other advice concerning this transaction, or advice on the validity and effect of any of the documentation concerning the transaction. The parties are specifically directed to their own independent real estate professional, attorney and accountant for any such advice. The parties acknowledge that any comments made by Escrow Holder concerning the transaction are not meant to provide such advice, but only to aid in facilitating the performance of Escrow Holder's duties arising hereunder.
note01	Note to Buyer	Please note that acceptable closing funds shall be in the form of a wire transfer of a cashier's check drawn on the Federal Reserve District 12 only – official checks are not considered "good funds" under the "California Good Funds" law. If your bank does not issue a cashier's check, please be sure that you effect a wire transfer for your closing funds. If a cashier's check drawn on a district other than District 12 or an official check is presented for closing funds it will delay the closing of this escrow by a minimum of five (5) to ten (10) working days.
onett01	One Time Transfer – Deed of Trust	Beneficiaries herein agree to allow a one time transfer of the property secured by this Deed of Trust without accelerating the due date of the Note secured hereby.
onett02	One Time Transfer – Note	The Deed of Trust securing this note contains the following provisions. Beneficiaries herein agree to allow a one time transfer of the property secured by the Deed of Trust without accelerating the due date of the Note secured hereby.
osecs01	One Sided Escrow	Buyer and Seller are hereby aware, acknowledge and approve that [PROMPT (Who will be handling escrow for the Seller?)] will be handling the escrow for the Seller only and [PROMPT (Who will be handling escrow for the Buyer?)] will be handling the escrow for the Buyers only. Buyer and Seller further agree to authorize escrow holder upon request to release forms and documents to other party as needed to close each transaction.

Code	Name	Text
otpre01	<b>Offer to Purchase Real Estate</b>	The Offer to Purchase Real Estate dated [PROMPT (Enter Offer to Purchase Real Estate Date)] is hereby acknowledged to be made a part of this agreement and the Buyer and Seller agree to be bound by the terms and conditions contained thereon.
prelim01	<b>Preliminary Title Report</b>	Escrow Holder is instructed to order a copy of the Preliminary Title Report and, if any, covenants, conditions, and restrictions. Upon receipt, forward same to Buyer who will then approve or disapprove in writing. Absence of written notification by Buyer(s) of disapproval within specified time shall be deemed Buyer's approval of all documents and deposit of final closing funds by Buyer shall satisfy this condition in full.
prepay01	<b>Prepayment Penalty – Broker Arranged</b>	An amount not exceeding twenty percent (20%) of the unpaid balance may be prepaid in any twelve (12) month period. A prepayment charge may be imposed on any amount prepaid in any twelve (12) month period in excess of twenty percent (20%) of the unpaid balance which charge shall not exceed an amount equal to the payment of six (6) months' advance interest on the amount prepaid in excess of twenty percent (20%) of the unpaid balance. If the loan is prepaid in whole or in part, at any time, but only a prepayment made within seven (7) years of the date of execution of such mortgage or deed of trust may be subject to a prepayment charge of \$[Pulls Maximum Prepayment Penalty Amount].
prepay02	<b>Prepayment Penalty – Non-Broker Arranged</b>	An amount not exceeding twenty percent (20%) of the original principal amount may be prepaid in any twelve (12) month period without penalty. A prepayment charge may be imposed on any amount prepaid in any twelve (12) month period in excess of twenty percent (20%) of the original principal amount of the loan which charge shall not exceed an amount equal to the payment of six (6) months' advance interest on the amount prepaid in excess of twenty percent (20%) of the original principal amount. If the loan is prepaid in whole or in part, at any time, but only a prepayment made within five (5) years of the date of execution of such mortgage or deed of trust may be subject to a prepayment charge of \$[Pulls Maximum Prepayment Penalty Amount].
prepay03	<b>Prepayment Penalty – Non-Residential</b>	In the event of any principal prepayment, there shall be a penalty assessed in the amount of \$[Pulls Maximum Prepayment Penalty Amount].
prort01	<b>Prorate as of Close of Escrow</b>	Real property taxes, bonds and assessments based on the latest tax bill provided to Escrow Holder, homeowner's association dues based on a statement from the association, interest on assessments, rents, insurance premiums on policies assigned to Buyer/Borrower, and any debt secured by a deed of trust to remain on the Property, shall each be prorated as of the closing date on the basis of a thirty (30) day month. Any security deposits and prepaid rents held by Seller shall be credited to Buyer/Borrower. Any balance in any tax and insurance impound account shall be credited to Seller. Assessments of record shall be assumed by Buyer/Borrower. Escrow Holder may comply with the information provided by creditors, title companies, government agencies and the parties without further instruction of the parties.

Code	Name	Text
prp01	Partial Release Provisions	<p>Providing that the Note and Deed of Trust are not in default, Lender agrees to provide partial releases of property from the Deed of Trust as follows:</p> <p>[PROMPT (Enter amounts due and the parcels or properties to be released upon receipt of payment)]</p> <p>Principal payments shall apply to release payments and release payments shall apply to the reduction of the principal sum.</p>
rcd01	Recording	<p>In the event that this escrow does not record at 8:00 A.M. but does record during the same calendar day as a "special recording", the proceeds may not be available and existing encumbrances (if any) may not be paid until the first business day following the day of recordation. Buyer/Borrower acknowledges as evidenced by his signature that Buyer/Borrower may be charged interest on the existing encumbrance(s), if any, until the obligation(s) is (are) paid in accordance with the demand(s) placed in escrow.</p> <p>Unless Escrow Holder receives written notice to the contrary should recordation at 8:00 A.M. not be possible, Escrow Holder shall proceed with the recordation of this transaction as a special recording without further notice or authorization from the parties.</p>
remove01	Remove from Trust	<p>Borrower herein acknowledges and accepts, that as a condition for making a loan, the new first lender requires the subject property be vested in the names of the individual owners and not in the trustees as presently held.</p> <p>Borrower to hand [Pulls Escrow Office name] an executed Grant Deed from the trustees, vesting title in the name of the individual owners, which [Pulls Escrow Office name] is authorized and instructed to record concurrently with said new first Deed of Trust.</p> <p>Borrower further acknowledges they have been directed to seek the counsel of their own attorney and/or CPA for any possible consequences which may arise by reason of the recordation of said Grant Deed and that [Pulls Escrow Office name] shall have no responsibility regarding any subsequent transfer to the trustees.</p>
rtnc01	Retention of Records	<p>After the closing or cancellation of this escrow and the disbursement of all funds and recording and/or delivery of all documents in accordance with the written instructions given to Escrow Holder in this escrow, Escrow Holder is authorized to destroy or otherwise dispose of its file(s) with respect to this escrow without notice or liability to the parties hereto after the expiration of time prescribed by law.</p>
sprcd01	These Instructions do not amend, supersede or modify contract	<p>THESE INSTRUCTIONS ARE NOT INTENDED TO AMEND, SUPERSEDE OR MODIFY THE TERMS OF THE [PROMPT (Enter the Purchase Contract type)] PURCHASE CONTRACT AND RECEIPT FOR DEPOSIT DATED [PROMPT (Receipt for deposit dated)], COUNTER OFFER(S) AND ADDENDUMS THERETO, IF ANY, EXECUTED OUTSIDE OF ESCROW, INsofar AS SAID AGREEMENT RELATES TO MATTERS NOT ACTUALLY PERTINENT TO THE ESCROW INSTRUCTIONS.</p>

Code	Name	Text
sprcd02	Cancel and Superseding Instructions	CANCEL AND SUPERSEDING INSTRUCTIONS: THESE INSTRUCTIONS CANCEL AND SUPERSEDE ESCROW INSTRUCTIONS DATED [PROMPT (Enter the date of the escrow instructions being canceled or superseded)], INCLUDING ALL AMENDMENTS AND SUPPLEMENTS THERETO <u>DATED PRIOR TO THESE INSTRUCTIONS.</u>
stmnt01	Statement of Information	The Seller in the above referenced transaction has not provided a completed Statement of Information as previously called for under paragraph 13A of the Purchase Agreement. As such, Escrow Holder is instructed that transmittal of a completed Statement of Information to the title insurer is hereby waived.
subord01	Subordination	This Deed of Trust is junior and subordinate to that certain Deed of Trust in favor of [Pulls Lender name] in the original amount of \$[Pulls Loan Amount] recording concurrently herewith.
suppl01	Supplemental Tax	As previously set forth herein, Escrow Holder is instructed to pro-rate taxes on the latest tax bill as of the close of escrow. In view of the change of ownership of the subject property which will take place on the close of this escrow, due to the passage of Chapter 498 and 1102, Statutes of 1983 of the State of California (commonly referred to as Senate Bill No. 813 and Assembly Bill No. 399 respectively), it is to be expected that the taxing authorities will reassess the property and issue a subsequent tax bill. Seller and Buyer acknowledge their awareness of the foregoing and hereby release and relieve Escrow Holder of all liability in connection herewith, and Escrow Holder shall not be further concerned with the above reassessment in any respect.
suppl02	Supplemental Tax Assessment/Seller Received Credit	Per the county tax collector a supplemental assessment of the property which is the subject of this escrow occurred on [PROMPT (Date of supplemental assessment)]. As a result of the re-assessment, the Seller received a refund in the amount of [PROMPT (Amount of refund)] (if applicable). Buyer and Seller further agree and acknowledge based on the supplemental assessment the proration of the property taxes should be calculated based on the new amount of [PROMPT (New amount taxes to be calculated on)].
suppl03	Supplemental Tax Assessment/None Disclosed	<p>Buyer and Seller warrant to [Pulls Escrow Office name] all items to be prorated through closing have been disclosed and properly prorated on the most recent available figures. There shall be no re-proration of any items through this escrow after closing.</p> <p>Seller is unaware of any supplemental assessments and Seller has not received any refunds as a result of a supplemental assessment. Any subsequent supplemental assessments will be handled direct and outside of escrow between Buyer and Seller.</p>
suppl04	Supplemental Taxes	Only taxes represented by the latest available tax bill as shown on the title company's report provided to escrow will be prorated through escrow. All other and/or supplemental tax bills shall be handled directly by the parties. The parties each acknowledge that the transfer of title to Buyer/Borrower may result in a reassessment of the Property and issuance of a supplemental property tax bill after the close of escrow.

Code	Name	Text
tax05	Unsegregated Property Tax Proration – Credit Seller	<p><b>UNSEGREGATED PROPERTY TAX PRORATION - CREDIT SELLER:</b> State law requires County Tax Assessors to reappraise property values when homes are sold and when construction is complete on new homes. This may increase the tax liability that previously existed for the property. In addition, where the property is new construction, the taxes must be segregated as the larger property is subdivided into lots of separate ownership interests.</p> <p>At the close of this escrow, the property tax bill will still be unsegregated. All parties understand and acknowledge that the unsegregated bill for the current year has been or will be paid by Seller outside of escrow. Escrow Holder is instructed to prorate property taxes based on the annual sum of \$[PROMPT (Enter annual sum per Lot/Unit)] per Lot/Unit, as estimated by Seller, crediting the account of Seller and charging the account of Buyer from the date of close of escrow to date taxes paid to.</p> <p>Buyer and Seller acknowledge that the Escrow Holder is not responsible for real property tax bills issued after closing, regardless of the time period for which they are assessed. Buyer and Seller hereby hold harmless from any and all claims related to property tax bills, including but not limited to tax segregation, reassessments, and supplemental taxes.</p>
termit01	Termite	<p>[Pulls Buyer Names] understand and agree that <b>NO</b> Termite Inspection Report or work shall be done for this property as per the contract and is sold AS IS. If [Pulls Buyer Names] elect(s) to have a termite inspection and/or work done through escrow, [Pulls Buyer Names] shall notify Escrow Holder in writing stating so and said report and/or work will be at the expense of the [Pulls Buyer Names].</p>
tlins01	Title Insurance	<p>A. Closing of this escrow is contingent on the issuance in favor of Buyer/Borrower of an owner's policy of title insurance with the usual title company's exceptions and any other exceptions approved by Buyer/Borrower as provided herein, with a policy liability in the amount of the purchase price.</p> <p>B. Buyer/Borrower acknowledges receipt of a current preliminary title report covering the Property. Buyer/Borrower shall, either within the time specified in any purchase agreement between the parties, or if no purchase agreement has been executed, within ten (10) days of the Date of Instructions above, provide written notice to Seller and the Escrow Holder of any items disapproved. Any items not disapproved within that ten (10) day period shall be deemed approved.</p>
tlins02	Owner's Title Insurance Policy Request	<p><b>PER BUYER'S REQUEST AND EXPENSE, REQUESTS OWNERS TITLE INSURANCE POLICY:</b> The undersigned party(ies) specifically instruct Escrow Holder to order an Owner's Policy of Title Insurance. <b>TITLE INSURANCE IS THROUGH [Pulls Title Office name].</b></p>



Code	Name	Text
tpllc01	Third Party Deposit – Buyer LLC Only	THIRD PARTY DEPOSIT: [PROMPT (Enter the third party depositor's name)] is the sole and managing member of the Limited Liability Company who is the Buyer in the above mentioned real estate transaction. Accordingly, in connection with anticipated instructions regarding the future refund or other application of funds deposited in the above reference transaction by [Pulls answer from above], Escrow Holder is instructed to accept and follow the instructions of either Depositor or Buyer. Any such payment of these funds in accordance with the instructions of Depositor or Buyer is without liability or recourse upon [Pulls Escrow Office Name]. Depositor acknowledges and agrees no secured interest in the name of the depositor will be vested or recorded against the subject property.
transf01	Transfer of Funds	[Pulls Escrow Office name] is hereby directed to transfer the sum of \$[PROMPT (Enter the amount to be transferred)] from funds accruing to the undersigned [If Purchase 'Seller' else 'Borrower'] at the close of escrow to Escrow No. [PROMPT (Enter Escrow No. funds to be transferred to)] for credit to the account of [PROMPT (Credit to the account of)]. The parties to this escrow understand that funds will not be deposited to said escrow until after documents in this escrow are recorded.
usury01	Usury	Escrow Holder is not to be concerned with any question of usury in any loan or encumbrance involved in the processing of this escrow and is hereby released of any liability or responsibility therefore.
va01	VA Escape Clause	It is expressly agreed that, notwithstanding any other provision of this contract, the Veteran/Purchaser shall not incur any penalty by forfeiture of earnest money or otherwise or be obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds the Reasonable Value of the property established by the Veterans Administration. The Veteran/Purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the Reasonable Value established by the Veterans Administration.