

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	Escrow Instruction Type Drop-down	Required Phrase Group(s)	Applicable More/Less Bar(s)
El Amendment (EIS)	Amendment	Amendment	N/A
El Amendment (Legal) (EIS)	Amendment	Amendment	N/A
El Assignment of Promissory Note & DT (EIS)	Assignment of Note and Deed of Trust	Additional Instructions	Assignment of Note and Deed of Trust
El Bulk Alcoholic Beverage License Transfer (EIS)	Alcoholic Beverage License Transfer	<ul style="list-style-type: none"> › Header › Additional Instructions › Contingencies › Memorandum › Other 	<ul style="list-style-type: none"> › Alcoholic Beverage License Transfer › Preamble-Shared by Multiple Instructions-Consideration Section
El Bulk Transfer (EIS)	NEW Bulk Sale/Transfer	<ul style="list-style-type: none"> › Header › Additional Instructions › Contingencies › Memorandum 	<ul style="list-style-type: none"> › Sale of Business with Transfer of Liquor License › Preamble-Shared by Multiple Instructions-Consideration Section
El Bulk and Liquor License Transfer (EIS)	NEW Bulk and Liquor License Sale/Transfer	<ul style="list-style-type: none"> › Header › Additional Instructions › Contingencies › Memorandum 	<ul style="list-style-type: none"> › Bulk and Liquor License Transfer › Preamble-Shared by Multiple Instructions-Consideration Section
El CAR 2000 Amendment (EIS)	CAR 2000 Amendment	Other	CAR 2000 Amendment
El Clarification (EIS)	Clarification	Additional Instructions	<ul style="list-style-type: none"> › Preamble-Shared by Multiple Instructions-Consideration Section › Preamble-Shared by Multiple Instructions-Free From Encumbrances Except Section

Document	Escrow Instruction Type Drop-down	Required Phrase Group(s)	Applicable More/Less Bar(s)
El Commercial Sale (EIS)	Commercial Sale	Additional Instructions	<ul style="list-style-type: none"> › Commercial Sale › Preamble-Shared by Multiple Instructions-All 3 Sections
El Exchange Escrow Instructions (Buyer Accommodation) (EIS)	Exchange-Buyer	Additional Instructions	<ul style="list-style-type: none"> › Exchange
El Exchange Escrow Instructions (Seller Accommodation) (EIS)	Exchange-Seller	Additional Instructions	<ul style="list-style-type: none"> › Exchange
El Lender's Escrow Instructions (Private Party) (EIS)	Lender (Private Party)	<ul style="list-style-type: none"> › Additional Instructions › Contingencies 	<ul style="list-style-type: none"> › Lender (Private Party)
El Loan/Borrower's (EIS)	Loan	Additional Instructions	Loan
El PIRT (EIS)	PIRT	Other	PIRT
El Sale (Buyer & Seller) (EIS)	Sale	<ul style="list-style-type: none"> › Header › Additional Instructions › Contingencies › Memorandum 	Sale
El Sale (Buyer's) (EIS)	Sale (requires Buyer in the description field)	Additional Instructions	Sale
El Sale (Seller's) (EIS)	Sale (requires Seller in the description field)	Additional Instructions	Sale
El Wrap Instructions (EIS)	Wrap	<ul style="list-style-type: none"> › Header › Additional Instructions › Other › Memorandum 	Wrap

List of Codes

Code	Name	Text
aband01	Abandonment of Homestead	<p>Borrower herein acknowledges and accepts, that as a condition for making a loan the new lender requires the Declaration of Homestead presently existing on the subject property be abandoned.</p> <p>Borrower will hand you an executed Declaration of Abandonment which you are authorized and instructed to record concurrently with said new trust deed.</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 Declaration of Abandonment</p>
accel01	Acceleration	<p>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.</p>
accom01	Accommodation Deed – No Title Insurance	<p>Escrow Holder is requested, as a requirement of the loan borrower has applied for, to prepare Grant Deed in order that title on subject property shall be vested as follows:</p> <p>[Pulls Grantee Name]</p> <p>Escrow Holder is instructed not to affix any documentary transfer tax to said Grant Deed. Said deed is to be recorded concurrently with the documents in this escrow. Borrowers herein have satisfied themselves as to any consequences of this transfer of title as the same related to possible reassessment and increase of real property taxes, and escrow holder is released and relieved from any responsibility and/or liability in connection with the same. Borrower herein acknowledges that escrow holder is preparing the Grant Deed to satisfy the requirement specified in their lender's closing instructions only and that no title insurance is being issued in connection therewith. The undersigned specifically instruct escrow holder to cause the following recital to be included in said Grant Deed:</p> <p>[PROMPT (Enter the recital to be included in the Grant Deed)]</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 Vesting]</p>
addlch01	Additional Charges for Courier	<p>The undersigned hereby authorize and instruct Escrow Holder to charge each party to the escrow for their respective Federal Express, or special mail handling/courier fees. Unless specified in writing, by the undersigned, Escrow Holder is authorized to select special mail/delivery or courier service to be used.</p>

Code	Name	Text
amend01	Buyer/Borrower Vesting to Read as Follows	BUYER/BORROWER VESTING TO READ AS FOLLOWS: [Pulls buyer's names with vesting; and pulls Interest Language if entered]
amend02	Property Address to Read as Follows	PROPERTY ADDRESS TO READ AS FOLLOWS: [Pulls Property Address]
appli01	Appliance Agreement	All heating, cooling, plumbing, electrical, and smoke detector(s) to be in working order at close of escrow, per separate Appliance and Equipment Agreement to be deposited prior to close of escrow.
asbest01	Asbestos Disclosure	<p>Buyer and Seller have been advised of the presence of asbestos on the property located at: [Pulls Property Address]. Buyer and Seller understand and are aware of the potential hazards of asbestos. Real estate licensees are not qualified to evaluate or advise on the presence of asbestos, its conditions or potential for a health hazard. Buyer and Seller acknowledge receipt of a copy of the asbestos inspection report by a licensed asbestos inspection company dated [PROMPT (Enter the date of the asbestos inspection report)], identifying the presence of asbestos at the property. Seller and buyer acknowledge that there is asbestos present.</p> <p>Buyer and Seller agree to indemnify and hold harmless [Pulls Escrow Office Name] and the real estate brokers and their agents for any and all claims and damages related to asbestos at the property.</p> <p>This amended escrow instruction supplements the real estate transfer disclosure provided previously.</p>
asis01	"As Is" (Extended Version)	The subject property shall be purchased in its current "as is" condition, and Buyer takes said property subject to the current zoning, the current soil and geological condition of said property, and the current legal and physical title and condition thereof. The reliance of Buyer shall be solely on his own inspection of said property and the inspection of his professional experts and engineers, if any, and shall not be in reliance upon Seller, any representative, agent, officer, or employee thereof, or any other person acting for or on behalf of either party in any manner. Buyer understands that Seller makes no warranties or representations regarding the legal, physical or soil condition of said property nor any warranties or representations with regard to the usability of any of said property for building requirements, or any other requirements which the County of [Pulls Property County] or any other public entity might place on the property or upon the owner thereof.
asis02	"As Is" Condition	The buyer herein is purchasing subject property in its present physical condition and without any other representation by seller, broker, real estate agent or Escrow Holder.
assmpt01	Assumption/Hold Harmless	<p>We, the undersigned, are in receipt of the Beneficiary's Statement from [Pulls Existing Lien Mortgagee] dated [PROMPT (Enter the date of the Beneficiary's Statement)], reference loan number [Pulls Existing Lien Loan Number].</p> <p>We are aware that upon the option of [Pulls Existing Lien Mortgagee] they may cause all sums remaining due on the Note secured by the above-referenced loan to become immediately due and payable.</p>

Code	Name	Text
		<p>You are instructed to immediately proceed to close this escrow without the written consent of [Pulls Existing Lien Mortgagee] with reference to the conveyance of the property that is the subject of this escrow, and with reference to their encumbrance. We, the undersigned, in consideration for you acting in our behalf as Escrow Holder in complying with these instructions, agree to hold [Pulls Escrow Office Name] harmless, and agree to pay all costs and defend [Pulls Escrow Office Name] in the event of any litigation or adverse action that might arise.</p>
assume01	Assignee	<p>FORMAL ASSUMPTION OF EXISTING LOAN: Buyer will assume the existing first <i>Deed of Trust</i> of record dated [Pulls Note date], recorded [Pulls Assumption and Modification date recorded] as [Pulls Assumption and Modification place recorded information] Official Records, County of [Pulls Property County].</p> <p>Said <i>Deed of Trust</i> was executed by [Pulls Mortgagor], <u>as Trustor</u>, in favor of [Pulls Mortgagee], <u>as Beneficiary</u>, securing a <i>Note</i> in the original amount of \$[Pulls Original principal amount].</p> <p>TERMS RELATED TO EXISTING LOAN:</p> <p>* The current unpaid Principal Balance of said Note is \$[Pulls Unpaid principal amount]</p> <p>* Interest is payable at the rate of [PROMPT (Enter Deed of Trust Interest Rate)] percent per annum and is paid to date of [PROMPT (Enter Deed of Trust Paid to Date)].</p> <p>* Note is payable in monthly principal and interest installments of \$[PROMPT (Enter Deed of Trust Monthly Installment Amount)] with the next installment due on [PROMPT (Enter Deed of Trust Next Installment Due Date)].</p> <p>[PROMPT (Is payment being collected from Seller thru escrow?)] If Yes: [PROMPT (Enter Date for Installment paid from Seller Proceeds)] installment in the amount of \$[PROMPT (Enter Amount of Seller Installment)] and any late charge applicable thereto shall be paid from Seller's proceeds at close of escrow to bring said loan current. REGARDLESS OF SELLER'S PAYMENT OF THE [Pulls Month from Date entered above] 1ST PAYMENT, ESCROW HOLDER IS NOT TO ADJUST THE PRINCIPAL BALANCE DEBIT/CREDIT HEREIN BETWEEN SELLER AND BUYER BY THE AMOUNT OF PRINCIPAL REDUCTION INCLUDED IN SAID [Pulls Date entered above] PAYMENT.</p> <p>Escrow Holder is hereby instructed to prorate interest on the loan from date of escrow to [PROMPT (Enter Date for Proration)] and [PROMPT (Debit buyer/credit seller for interest?)]. If true will pull in 'debit Buyer/credit Seller' else 'credit Buyer/debit Seller' for same.</p> <p>APPROVAL OF NOTE, DEED OF TRUST, ETC.: The undersigned Buyers hereby acknowledge receipt, approval and acceptance of copy of the existing Note and Deed of Trust for said loan being assumed herein.</p> <p>BENEFICIARY STATEMENT: Escrow Holder shall obtain a Beneficiary Statement from the existing Lender/Beneficiary confirming the above stated unpaid principal balance, payment information and condition of said existing loan. Said statement</p>

Code	Name	Text
		shall also provide for Beneficiary's acceptance of the notice of transfer of ownership of subject property and Beneficiary's waiver of any acceleration in payment of said Note by reason of the transfer of ownership. Seller and Buyer shall be provided a copy of same for approval prior to close of escrow.
assume02	Assumption – Lender Approval	ASSUMPTION - LENDER APPROVAL: Buyer is assuming the liability of the existing loan as if they were the original makers thereof. You are instructed to notify the Lender of record as to the desires of the parties herein with respect to the assumption of said loan and to procure from said Lender the necessary documents to relieve Seller of any further liability as the original maker of said loan and of any indemnity obligations that Seller may have with Lender. Buyer acknowledges that the terms of the note may be modified by the Lender and that Buyer's execution of any modification and/or assumption agreement is to be deemed as their approval of the terms and conditions contained therein.
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.
billos01	Bill of Sale	Seller herein has handed you a Bill of Sale as per inventory approved by the Buyers, covering the furniture and furnishings located at [Pulls Property Address]. The Bill of Sale is to be delivered to the Buyer at the close of escrow. Do not record said Bill of Sale. Buyer hereby approves copies of Bill of Sale with inventory as attached hereto. No search of the records of the office of the California Secretary of State and/or the County of [Pulls Property County] is to be ordered through escrow. No representation has been made by [Pulls Escrow Office Name] as to the condition of title to the property which is the subject of this Bill of Sale.
billos02	Bill of Sale - Vacant Land	Seller herein has handed you a Bill of Sale as per inventory approved by the Buyers, covering the [PROMPT (Enter what the Bill of Sale covers)]. The Bill of Sale is to be delivered to the Buyer at the close of escrow. Do not record said Bill of Sale. Buyer hereby approves copies of Bill of Sale with inventory as attached hereto. No search of the records of the office of the California Secretary of State and/or the County of [Pulls Property County] is to be ordered through escrow. No representation has been made by [Pulls Escrow Office Name] as to the condition of title to the property which is the subject of this Bill of Sale.
bulk01	Bulk Sale/ABC - Form 226	The undersigned seller acknowledges and agrees to submit the funds into escrow for any demands or claims deposited into escrow, or to cause the creditor to deliver a withdrawal or release of claim into escrow, prior to Escrow Holder's delivery of ABC form 226 to ABC.
bulk02	Bulk Sale/ABC	We acknowledge that escrow may not close until escrow holder is in receipt of written notification from the Department of Alcoholic Beverage Control that the liquor license has been transferred to buyer.
bulk03	Bulk Sale/Authorization to	You are authorized and requested to transfer funds from buyer's account in this escrow, to Borrower's account in your escrow number [Pulls Order Number] the amount necessary to cause and allow the closing of escrow number [PROMPT

Code	Name	Text
	Transfer Funds Between Files	(Enter escrow number transferring funds to) wherein [Pulls Buyer's names] has/have executed documents necessary to pledge as security for buyer's loan in this escrow, real property commonly known as See Exhibit "A" Attached.
bulk04	Bulk Sale/Bill of Sale Prepared Outside Escrow	THE BILL OF SALE REFERENCED HEREIN HAS BEEN PREPARED OUTSIDE OF THIS ESCROW BY OTHERS THAN THE ESCROW AGENT AND IS HEREBY APPROVED BY ALL PARTIES AS HANDED YOU IN THIS ESCROW.
bulk05	Bulk Sale/CDTFA & EDD Tax Waiver	<p>Escrow Agent is instructed to eliminate the conditions under Sections A-2, A-3, and A-5 of these instructions requiring the receipt of a Certificate of Payment of Sales and Use Tax, a Certificate of Release of Buyer, and a Clearance Certificate; respectively. The herein principals are aware that the transferee may become personally liable for any unpaid taxes, contributions, interest and penalties, including but not limited to unpaid payroll, personal income tax, and disability and unemployment insurance owed by the transferor and Escrow Agent is relieved of all liability and responsibility for closing escrow without receiving said certificate.</p> <p>Any and all sales tax which may be due to the California Department of Tax and Fee Administration (CDTFA) by virtue of the transfer of Fixtures and Equipment will be handled between the parties, outside of this escrow, and Escrow Agent shall not be concerned with or held liable for same.</p>
bulk06	Bulk Sale/Construction Loan	Borrower is aware that the loan being obtained from [Pulls Lender's Name] is a construction loan, and agrees to provide additional documentation as necessary, to comply with the requirements of the lender and with the requirements for the issuance of title insurance.
bulk07	Bulk Sale/Covenant not to Compete - Asset Purchase Agreement	Buyer and seller acknowledge that the "ASSET PURCHASE AGREEMENT" made by and between buyer and seller, outside and independent of this escrow, contains a Covenant not to Compete provision. The parties agree that they shall rely on said provision without the requirement of a separate and independent agreement. In the event the parties desire a separate, free standing covenant agreement, such agreement will be made and delivered outside and independent of this escrow.
bulk08	Bulk Sale/Covenant not to Compete - Close of Escrow	Seller will execute and deposit with you, a Covenant not to Compete agreement for delivery to buyer at the close of escrow. Buyer will execute a "read and approved" copy, indicating buyers consent to the terms and conditions thereof. Escrow holder shall not be concerned with the terms, conditions, validity, or enforceability of said Covenant, only with its execution, receipt into escrow and delivery to the buyer or other appropriate party at the close of escrow.
bulk09	Bulk Sale/Covenant not to Compete - Outside Close	Buyer and seller shall execute and deposit with you a Covenant not to Compete document that was prepared outside and independent of this escrow, and at the direction of buyer and seller. Escrow holder shall not be concerned with, nor responsible for the terms, conditions or enforceability of said documents, only with the receipt thereof and delivery of the original to the buyer at the close of escrow.
bulk10	Bulk Sale/Demand Note	In compliance with Department of Alcoholic Beverage Control (ABC) liquor license transfer regulations, Buyer will deliver to escrow \$[PROMPT (Enter the tangible and/or intangible property provided for the business and license)] Unsecured Demand Note in favor of [Pulls Escrow Office Name] as "Escrow Agent". In the event any demands or claims are submitted to escrow against [Pulls Buyer's

Code	Name	Text
		names], Escrow Agent is authorized to make demand on Buyer up to the amount of \$ [Pulls in the answer from above] in order to satisfy such demand or claim. At the close of escrow, provided no demand has been made on the Note, Escrow Agent shall mark the Note "Cancelled" and deliver same to Seller for its records.
bulk11	Bulk Sale/Department of Alcoholic Beverage Control Form 226	Buyer and seller acknowledge that escrow holder will be unable to sign off on ABC form 226, until such time that escrow holder is in receipt of either the Certificate of Payment or Notice of Conditional Release and Amounts Due from California Department of Tax and Fee Administration (CDTFA), AND the Certificate of Release of Buyer from Employment Development Department.
bulk12	Bulk Sale/Early Possession	Date of possession of premises by Buyer will be/was [PROMPT (Enter the date the Buyer is to be given possession of the property)] , therefore any and all prorations shall be made as of that date.
bulk13	Bulk Sale/Escrow Fees	You are instructed to charge buyer and seller for demands, fees and charges incurred in connection with this escrow, in the manner and the amounts set forth in our Estimated Closing Statement handed you concurrently herewith.
bulk14	Bulk Sale/FTB	Buyer and seller acknowledge and agree that if after sixty (60) days, no certificate or statement is issued by the Franchise Tax Board, the Buyer may deem such failure as the equivalent of the issuance of a certificate that no taxes, interest or penalties are due. However, the failure to issue a certificate within the sixty (60) day period does not relieve the Seller of the obligation to pay taxes, plus interest and penalties, if any; it merely cuts off successor liability for any taxes, interest or penalties, due at time of transfer. If escrow holder has not received the release from Franchise Tax Board at the time this escrow is otherwise in a position to close, you shall proceed with the closing of this escrow, and buyer and seller agree to hold [Pulls Escrow Office Name] harmless from any loss or liability regarding same.
bulk15	Bulk Sale/Funds Paid Outside of Escrow	<p>Buyer has or will release and pay outside of this escrow the sum of \$[PROMPT (Enter the amount of the funds paid to seller outside of escrow)], to Seller, prior to the consummation of this escrow.</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 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 against said business assets. Buyer nevertheless desires to accommodate Seller and release funds as requested above.</p> <p>Escrow Holder is not to be held liable or responsible for any loss or damage which Buyer may sustain by reason of said funds being paid outside of escrow, 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 paid to Seller outside of escrow pursuant to the above Instructions shall represent a part of the total consideration.</p>
bulk16	Bulk Sale/Indemnity Clause	Seller and Buyer hereby agree to indemnify and hold [Pulls Escrow Office Name] harmless in connection with these instructions, any and all additional instructions

Code	Name	Text
		given, and any and all actions it takes in reliance upon these instructions. Seller and Buyer further agree to pay any and all losses, costs, damages, attorneys' fees and expense of every kind and nature by which [Pulls Escrow Office Name] may suffer or incur by virtue of complying with these instructions.
bulk17	Bulk Sale/Institutional Lender Clause	As a part of the total consideration herein called for to be paid, buyer will cause to be deposited with you in this escrow, the proceeds of a new loan from [Pulls Lender's name], in the amount of \$[Pulls Loan Amount]. The parties agree to execute all documents and deposit with you all instruments required by [Pulls Lender's name]. Buyer's execution of loan documents in favor of [Pulls Lender's name] shall be deemed buyer's complete acceptance of the terms and conditions established by [Pulls Lender's name] including the terms and conditions of their loan.
bulk18	Bulk Sale/Insurance	(Required by seller) Buyer and seller agree and acknowledge that any insurance requirements made upon buyer by seller, shall be delivered directly to the seller outside and independent of this escrow. [Pulls Escrow Office Name] shall be held free and harmless from loss or liability incurred by any party by reason of the buyer not providing said insurance to seller.
bulk19	Bulk Sale/Inventory	The undersigned buyer and seller hereby declare that the final inventory value has been determined to be in the amount of \$[PROMPT (Enter the final inventory value amount)]. You are instructed to adjust the total consideration accordingly as provided for in our original instructions to you. Final Inventory value to be determined and delivered to Escrow Agent prior to close of escrow. Difference to be adjusted (whether upward or downward) in amount of cash through escrow. Purchase Price to be adjusted accordingly
bulk20	Bulk Sale/Non-Responsibility Liability	Escrow holder is relieved of all responsibility and/or liability as to the validity, sufficiency, and/or enforcement of the terms and/or provisions contained in the recitals to be inserted in Note. Said recitals, including interest rate and term, have been dictated by all parties herein and borrower's execution of said note and deed of trust shall constitute approval of same. Lender shall read and approve said documents as to form and content.
bulk21	Bulk Sale/Personal Property Tax	You are instructed to notify the County Tax Collector of this pending sale and request a statement indicating the amount and status of any personal property tax assessed against the OWNER, based on the value of assets intended to be conveyed to buyer. You are instructed to pay the amount of any unpaid personal property tax through escrow and prorate taxes accordingly. In the event you receive a statement from the County Tax Collector that no personal property taxes are due or have been assessed, OR, in the event you have not received a written statement from the Tax Collector by the state this escrow is otherwise ready to close, you shall complete the closing of this escrow WITHOUT tax payment or proration. Buyer and seller acknowledge that they have read and executed a Personal Property Tax Information form as a part of this escrow, and that we fully understand the requirements of the County Assessor and Tax Collector relating to personal property tax.

Code	Name	Text
bulk22	Bulk Sale/Sales Tax	<p>There shall be no sales tax due on the Furniture, Fixtures and Equipment transferred as a part of this escrow pursuant to regulation 1595 of the Sales and Use Tax Regulations.</p> <p>In the event California Department of Tax and Fee Administration (CDTFA) determines at a later date that sales tax is due, buyer shall pay any amounts demanded by CDTFA direct to CDTFA outside and independent of this escrow.</p>
bulk23	Bulk Sale/Sales Tax - Furniture, Fixtures and Equipment	<p>The undersigned buyer and seller acknowledge that furniture, fixtures and equipment are not included in this transaction, and as a result there shall be no sales tax assessed or paid in connection with this escrow. In the event California Department of Tax and Fee Administration (CDTFA) determines at a later date that sales tax is due, buyer shall pay any amounts demanded, direct to the California Department of Tax and Fee Administration (CDTFA) outside and independent of this escrow.</p>
bulk24	Bulk Sale/Search	<p>Seller warrants that the only lien presently securing assets intended to be transferred to buyer is a UCC-1 in favor of [Pulls Seller's name], as disclosed in the UCC search requested by you. Buyer accepts seller's warranty and representation and agrees to hold [Pulls Escrow Office Name] harmless from loss or liability resulting from any other secured lien not disclosed by seller and not shown in the UCC search.</p> <p>Seller warrants that there are not liens presently securing assets intended to be transferred to buyer as disclosed in the UCC search requested by you. Buyer accepts seller's warranty and representation and agrees to hold [Pulls Escrow Office Name] harmless from loss or liability resulting from any other secured lien not disclosed by seller and not shown in the UCC search.</p> <p>Said search shall be conducted using the Business Name at the Business Address only and using the name of each and every individual or entity disclosed to you as being the present seller, at any address. You shall not be required to conduct a search as to the names of any member, partner or officer of any entity disclosed as the seller.</p>
bulk25	Bulk Sale/Seller Carryback - Balloon Payment	<p>As a part of the total consideration herein called for to be paid, buyer shall execute and deposit with you for delivery to seller at the close of escrow, a promissory note in the amount of \$[Pulls Seller Financing Amount]. Said note shall be payable in monthly installments of principal and interest fully amortized over a period of [PROMPT (Enter the number of years for seller financing)] years, including interest at the rate of [PROMPT (Enter the interest rate)] Percent per annum. Interest shall begin at the close of escrow with the first installment of principal and interest due one month from the close of escrow, continuing monthly thereafter until [Pulls answer from above] years from the close of escrow, on which date the entire remaining unpaid balance of principal and interest shall become all due and payable. You are authorized and instructed to complete this note at the close of escrow in such a manner as to conform to the provisions of this paragraph.</p>
bulk26	Bulk Sale/Seller Carryback - Fully Amort Note	<p>As a part of the total consideration herein called for to be paid, buyer shall execute and deposit with you for delivery to seller at the close of escrow, a promissory note in the amount of \$[Pulls Seller Financing Amount]. Said note shall be payable in monthly installments of principal and interest fully amortized over a period of [PROMPT (Enter the number of years for seller financing)] years, including interest at</p>

Code	Name	Text
		the rate of [PROMPT (Enter the interest rate)] Percent per annum. Interest shall begin at the close of escrow with the first installment of principal and interest due one month from the close of escrow, and continue monthly until paid in full. You are authorized and instructed to complete this note at the close of escrow in such a manner as to conform to the provisions of this paragraph.
bulk27	Bulk Sale/Seller Carryback - Note with Inventory Adjustment	As a part of the total consideration herein called for to be paid, buyer shall execute and deposit with you for delivery to seller at the close of escrow, a promissory note in the approximate amount of \$ [Pulls Seller Financing Amount] , the actual and final principal amount of which may be adjusted for inventory purposes as provided for above. Said note shall be payable in monthly installments of principal and interest fully amortized over a period of [PROMPT (Enter the number of years for seller financing)] years, including interest at the rate of [PROMPT (Enter the interest rate)] Percent per annum. Interest shall begin at the close of escrow with the first installment of principal and interest due one month from the close of escrow, and continue monthly until paid in full. You are authorized and instructed to complete this note at the close of escrow in such a manner as to conform to the provisions of this paragraph.
bulk28	Bulk Sale/Seller Carryback - Straight Note	As a part of the total consideration herein called for to be paid, buyer shall execute and deposit with you for delivery to seller at the close of escrow, a promissory Straight Note in the amount of \$ [Pulls Seller Financing Amount] . Said note shall contain interest beginning at the close of escrow at the rate of [PROMPT (Enter the interest rate)] Percent per annum, and providing for the entire principal amount, together with interest due thereon, to become all due and payable on or before [PROMPT (Enter the date of the last payment)] . You are authorized and instructed to complete this note at the close of escrow in such a manner as to conform to the provisions of this paragraph.
bulk29	Bulk Sale/Seller's Representation and Possible Deficit Escrow	Buyer and seller acknowledge that [Pulls Escrow Office Name] has accepted this escrow and their duties as escrow holder, predicated on seller's representation that there will be sufficient funds due seller to pay the fees, charges, claims and demands due from and against seller's proceeds at the close of escrow. Seller further agrees that in the event that on the date escrow is otherwise prepared to close, the proceeds due seller are NOT sufficient to pay all fees, charges and demands placed against seller's proceeds, seller will deposit with you in a timely manner, sufficient proceeds to cure such shortage. In the event sufficient funds are not deposited with you by seller or on behalf of seller, or alternatively, if seller does not cure the deficiency by causing claims and/or demands to be withdrawn, [Pulls Escrow Office Name] shall have the right to resign as Escrow Agent by giving notice to all parties hereto and to any other concerned parties, and you shall then return all monies and documents to the parties so depositing same with you, less your fees and charges, which you are authorized to deduct from monies then on deposit with you, or you may at your sole and exclusive option, proceed with the closing of this escrow as a deficient escrow, pursuant to the laws applicable to this transaction. The continuation as a deficient escrow shall require that amended and/or supplemental instructions be executed by buyer and seller and deposited with you. Such amended and/or supplemental instructions shall set forth the conditions under which the then deficient escrow shall proceed, INCLUDING AN AGREEMENT TO PAY YOUR DEFICIENT ESCROW FEES. THE

Code	Name	Text
		PARTIES HERETO ACKNOWLEDGE THAT YOUR DEFICIENT ESCROW FEES SHALL BE IN ADDITION TO ALL OTHER FEES DUE YOU AND THE AMOUNT THEREOF SHALL BE DETERMINED BY THE NUMBER OF CREDITORS, THE AMOUNT OF CLAIMS AND DISBURSEMENTS REQUIRED TO BE MADE BY YOU, AND THE DURATION OF DISBURSEMENTS BY REASON OF COLLECTION AND DISBURSEMENTS OF INSTALLMENT PAYMENTS UNDER A PROMISSORY NOTE GIVEN IN FAVOR OF SELLER AS A PART OF THE TOTAL CONSIDERATION. WE FURTHER ACKNOWLEDGE THAT YOUR MINIMUM DEFICIENT ESCROW FEE SHALL BE Three Thousand Five Hundred And No/100 Dollars (\$3,500.00).
bulk30	Bulk Sale/SF Tax Collector Waiver	<p>Waiver of CLEARANCE CERTIFICATE issued by the City and County Tax Collector - Business & Payroll Tax Division.</p> <p>Escrow Agent is instructed to eliminate the condition under Section A.4. of the Bulk Transfer Escrow Instructions, dated [PROMPT (Enter the date of the Bulk Transfer Escrow Instruction)], requiring the receipt of a Clearance Certificate from the City and County of San Francisco. The herein principals are aware that the Transferee (Buyer) may become personally liable for any unpaid taxes, including but not limited to unsecured personal property taxes, business and payroll tax, business license fees and health license fees, as well as any penalties and interest owed by the Transferor (Seller) and Escrow Agent is relieved of all liability and responsibility for closing escrow without receiving said clearance.</p>
bulk31	Bulk Sale/Statement - Approval	<p><i>*NOTE: Asterisk denotes figure subject to final adjustment.</i></p> <p>TO [Pulls Escrow Office Name], ESCROW DIVISION, THE WITHIN HAS BEEN READ, UNDERSTOOD AND APPROVED BY THE UNDERSIGNED.</p>
bulk32	Bulk Sale/Statement - Estimated Statements	<p><i>*NOTE: Asterisk denotes figure subject to final adjustment.</i></p> <p>This statement is being provided as an accommodation. Estimated Statements are customarily issued shortly before the close of escrow. Values could potentially increase or decrease AND additional charges could be added to the Estimated Statement prior to the close of escrow. It is at the Seller and Buyers discretion whether or not the above mentioned Estimated Balance Due Escrow be deposited at this time.</p>
bulk33	Bulk Sale/Statement - Funds to be Deposited prior to ABC-226 Form	<p><i>*NOTE: Asterisk denotes figure subject to final adjustment.</i> FUNDS ARE TO BE DEPOSITED IN THE FORM OF A CASHIER'S CHECK or by BANK WIRE TRANSFER prior to the ABC-226 form, STATEMENT RE CONSIDERATION DEPOSITED IN ESCROW, is turned in to The Department of Alcoholic Beverage Control for the final transfer of the ABC License.</p> <p>TO [Pulls Escrow Office Name], ESCROW DIVISION, THE WITHIN HAS BEEN READ, UNDERSTOOD AND APPROVED BY THE UNDERSIGNED.</p>
bulk34	Bulk Sale/Statement - Funds to be Deposited prior to Closing	<p><i>*NOTE: Asterisk denotes figure subject to final adjustment.</i> FUNDS ARE TO BE DEPOSITED IN THE FORM OF A CASHIER'S CHECK or by BANK WIRE TRANSFER no less than Twenty-Four (24) hours prior to the close of escrow date.</p> <p>TO [Pulls Escrow Office Name], ESCROW DIVISION, THE WITHIN HAS BEEN READ, UNDERSTOOD AND APPROVED BY THE UNDERSIGNED.</p>

Code	Name	Text
bulk35	Bulk Sale/Tax Agency Release Situations	In the event seller has not caused the release(s) called for above to be deposited with you by the date this escrow is otherwise in a position to close, you shall nevertheless proceed with the closing of escrow and to retain in escrow the entire net sale proceeds due seller, together with the promissory note called for herein in favor of seller, until seller has caused such release(s) to be deposited with you. In the event the release(s) have not been deposited into escrow prior to the due date of the first installment of the promissory note, escrow holder shall make buyer and seller aware that buyer shall be directed to make all note deposits direct into escrow, until such time that the release(s) is/are deposited into escrow.
bulk36	Bulk Sale/UCC Financing Statements	<p>All of the tangible and intangible assets described as [PROMPT (Describe tangible and intangible assets)] of that certain [Pulls 'Enter the type of business' from the Escrow Instruction screen for either Bulk Sale/Transfer or Bulk and Liquor License Sale/Transfer] business now known as [Pulls 'Enter the known business name' from the Escrow Instruction screen for either Bulk Sale/Transfer or Bulk and Liquor License Sale/Transfer] located at [Pulls Property Address], City of [Pulls Property City], County of [Pulls Property County], State of California.</p> <p>Exhibit "A" attached hereto and incorporated herein by reference.</p> <p>This UCC-1 Financing Statement is being filed in duplicate counterpart with the office of the Secretary of State, Uniform Commercial Code Division.</p> <p>This UCC-1 Financing Statement is being filed in duplicate counter-part with the office of the [Pulls Property County] County Recorder, Official Records.</p>
bulk37	Bulk Sale/Vehicles - Disclaimer	Buyer and seller agree that evidence of ownership, transfer of ownership and Payment of sales tax and transfer fees for any vehicle included in this sale will be made outside, independent and after the closing of this escrow. [Pulls Escrow Office Name] shall not be concerned with or responsible for confirming ownership, transfer of ownership or payment of fees for any such vehicle.
bulk38	Bulk Sale/Vehicles	Buyer and seller acknowledge and agree that any vehicles included in this sale will be transferred outside and independent of this escrow, directly by buyer and seller, including the transfer of legal and/or registered ownership and payment of fees due the California Department of Motor Vehicles.
bulk39	Bulk Sale/Waiver and or Exemption	Buyer and seller have independently determined through their own resources that the transfer of assets contemplated by this escrow is exempt from Bulk sale Law as described and set forth in Division 6 of the California Uniform Commercial Code and compliance with said law is hereby waived, including, but not limited to the publishing and recordation of a Notice to Creditors. The parties hereto, and particularly the undersigned buyer, hereby agree to hold [Pulls Escrow Office Name] free and harmless from loss or liability of any kind or nature, including successor liability, which may be incurred by either party and which have been prevented by the publishing and recording of a notice to creditors as provided for in the Bulk Sale Law referred to above. Any reference to the bulk sale contained in these instructions, either in the body or the general provisions is hereby deleted and of no effect upon this escrow.
buyer01	Buyer Notary Guidelines	The undersigned parties are herein made aware that [Pulls Escrow Office Name] requires that the borrower/buyer's loan documents be signed with an employee of [Pulls Escrow Office Name], or signed with Bancserv (an outside signing company),

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		or signed with a Corporate approved notary. PLEASE NOTE THERE ARE NO EXCEPTIONS TO THESE GUIDELINES AND IT IS STRONGLY RECOMMENDED THAT ARRANGEMENTS ARE MADE EARLY IN THE ORDER TO AVOID DELAYS IN CLOSING THE TRANSACTION.
buyer02	Buyer's Charges	Escrow Holder is instructed to debit the Buyer's account and pay Buyer's usual costs and charges, including, but not limited to: Buyer's portion of the escrow fee, document preparation, recording fees, Lender's Policy of Title Insurance premium, if any, and new loan charges as instructed by Lender, if any. In the event the new loan is an FHA or VA loan, charges shall be debited to the buyer in accordance with FHA and VA regulations.
buyer03	Buyer's Deposit Removes Contingencies	Buyer's final deposit of funds into this escrow shall constitute their approval of all the terms and conditions stated in these escrow instructions or amendments thereto.
calvet01	Cal Vet Financing	The parties hereto acknowledge that the Buyer herein is in the process of obtaining a new Cal-Vet loan to purchase the subject property and that title shall be vested [Pulls Buyer's names with vesting] as to the equitable interest created by a Contract of Sale and Purchase, Contract No. [PROMPT (Enter contract no.)] executed by the Department of Veterans Affairs of the State of California, as Vendor, and [Pulls Buyer's names with vesting], as Vendee, recorded [PROMPT (Enter recorded date)] as Instrument No. [PROMPT (Enter Instrument No.)]; and THE DEPARTMENT OF VETERANS AFFAIRS OF THE STATE OF CALIFORNIA, as to the legal title.
cancel01	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 DATED PRIOR TO THESE INSTRUCTIONS.
centrl01	33 and 1/3 Phrase	<p>NOTICE OF TAX WITHHOLDING REQUIREMENTS: In accordance with Section 18662 of the Revenue and Taxation Code, a Buyer may be required to withhold an amount equal to 3 1/3 percent of the sales price or an alternative withholding amount certified by the Seller in the case of a disposition of California real property interest by either:</p> <ul style="list-style-type: none"> a. A Seller who is an individual, trust, estate, or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary of the Seller, OR b. A Corporate Seller that has no permanent place of business in California immediately after the transfer of title to the California property. <p>The Buyer may become subject to penalty for failure to withhold an amount equal to the greater of Ten Percent (10%) of the amount required to be withheld or Five Hundred and No/100 Dollars (\$500.00).</p> <p>However, notwithstanding any other provision included in the California statutes referenced above, no Buyer will be required to withhold any amount or be subject to penalty for failure to withhold if any of the following apply:</p> <ul style="list-style-type: none"> a. The sales price of the California real property conveyed does not exceed One Hundred Thousand and No/100 Dollars (\$100,000.00).

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		<p>b. The Seller executes a written certificate, under the penalty of perjury, certifying that the Seller is a corporation with a permanent place of business in California.</p> <p>c. The Seller, who is an individual, trust, estate, or a corporation without a permanent place of business in California, executes a written certificate, under the penalty of perjury, of any of the following:</p> <p>i. The California real property being conveyed is the Seller's or Decedent's principal residence (within the meaning of Section 121 of the Internal Revenue Code).</p> <p>ii. The last use of the property being conveyed was use by the Transferor as the Transferor's principal residence (within the meaning of Section 121 of the Internal Revenue Code).</p> <p>iii. The California real property being conveyed is or will be exchanged for property of like kind (within the meaning of Section 1031 of the Internal Revenue Code), but only to the extent of the amount of gain not required to be recognized for California income tax purposes under Section 1031 of the Internal Revenue Code.</p> <p>iv. The California real property has been compulsorily or involuntarily converted (within the meaning of Section 1033 of the Internal Revenue Code) and that the Seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under Section 1033 of the Internal Revenue Code.</p> <p>v. The California real property transaction will result in a loss or net gain not required to be recognized for California income tax purposes.</p> <p>The Seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.</p> <p>THE PARTIES TO THIS TRANSACTION SHOULD SEEK THE PROFESSIONAL ADVICE AND COUNSEL OF AN ATTORNEY, ACCOUNTANT OR OTHER TAX SPECIALIST'S OPINION CONCERNING THE EFFECT OF THIS LAW ON THIS TRANSACTION AND SHOULD NOT ACT ON ANY STATEMENTS MADE OR OMITTED BY THE ESCROW OR CLOSING OFFICER.</p>
checks01	Checks to be Issued at Close of Escrow	<p>I/We the undersigned Buyer/Borrower/Seller hereby acknowledge that we are aware the [Pulls Escrow Office Name] will issue a check payable to the undersigned in payment of Seller's proceeds/Borrower's proceeds or Buyer's excess deposit refund. I/We further acknowledge and agree that said check will be presented to the bank for deposit as soon as possible after receipt, and collection and payment of the funds will only be done through the regular banking channels.</p>
city01	City Inspection/Other Items – Buyer Responsibility	<p>Escrow holder is instructed to proceed with the closing of escrow without reference to city/municipal requirements, if any, including but not limited to reports related to residential building records, assessment liens, sewer laterals, water conservation devices, retrofit or compliance-related matters. Additionally, a municipality may have the ability to add past due amounts for certain unpaid charges, including but not limited to water supply, waste collection, sewage and utilities to future property tax bills and buyer assumes full responsibility for those increases, if applicable. All parties hereby fully agree to relieve, release, indemnify and hold harmless Escrow Holder</p>

Code	Name	Text
		<p>from any and all liability and/or responsibility in connection with service interruption and any ramifications that may occur as a result of same.</p> <p>If required, buyer shall obtain any reports and remit any funds due direct and outside of escrow, and buyer assumes full responsibility for any such items. Buyer further holds [Pulls Escrow Office Name], seller, brokers, agents and buyer's lender, if any, harmless and without any liability with regard to any loss, damage, injury or expense to buyer or buyer's property related to such matters.</p>
city09	City of Oakland – Sidewalk Compliance	<p>Escrow Holder is not to be concerned with Sidewalk Compliance, as the buyers/sellers are handling outside of escrow. Sellers further agree to indemnify Escrow Holder and [Pulls Underwriter Name] against loss or damage by reason of any claim of lien for labor, materials or services rendered in connection with such Sidewalk Compliance.</p> <p>Escrow holder relies on buyers and sellers instruction and agreement for the purposes of closing escrow regarding Sidewalk compliance, repair, inspection, or certification, and is released of any liability for verification of said instruction and agreement</p>
close01	Close Concurrent/After	<p>[Pulls Escrow Office Name] is hereby instructed and authorized to close this escrow concurrent or after Escrow No. [PROMPT (Enter the escrow number of the concurrent closing)] at [PROMPT (Enter the Escrow Company that is handling the concurrent resale)].</p> <p>[Pulls Escrow Office Name] is authorized and instructed to record documents required in this transaction, however no funds will be disbursed from this escrow, including but not limited to the [If Purchase 'Seller's', else 'Borrower's'] proceeds and payoff checks, until the funds are received from [Pulls Escrow Company handling concurrent resale answer] and have been deposited into the bank account of [Pulls Escrow Office Name].</p>
close02	Close Concurrent/Before	<p>[Pulls Escrow Office Name] is hereby instructed and authorized to close this escrow concurrent or before Escrow No. [PROMPT (Enter the escrow number of the concurrent closing)] at [PROMPT (Enter the Escrow Company that is handling the concurrent resale)]. [Pulls Escrow Office Name] is further instructed to disburse \$[PROMPT (Enter amount to disburse to outside Escrow Office)] to said Title Company upon close of escrow.</p>
close03	Close of Escrow	<p>Close of escrow to be on or before [Pulls Settlement Date] or thereafter, unless revoked by written demand on you by the undersigned in accordance with Paragraph 7 of General Provisions attached hereto and made a part hereof.</p>
close04	Close of Escrow-Supplemental	<p>Close of escrow to be on or before [Pulls Settlement Date], unless revoked by written demand on you by the undersigned.</p>
close05	Closing Costs (All Cash)	<p>Clarification is hereby made in the fact that the Seller will be paying a portion (or all) of the Buyer's closing costs, in an amount not to exceed \$[PROMPT (Enter the amount of closing costs the seller is to pay)], however said closing costs are limited to the Escrow Fee, Title Insurance Premium, Recording Fees and any other standard fee associated with an "ALL CASH" transaction. Seller will not pay for Fire Insurance Premium, Loan Fees or any other fee that is not considered a standard closing cost on an "ALL CASH" transaction.</p>

Code	Name	Text
close06	Credit Buyer & Debit Seller at Close of Escrow	At the close of escrow, you are hereby authorized and instructed to debit the account of the Seller and credit the account of the Buyer with the sum not to exceed [\$[PROMPT (Enter the Amount to Credit)] representing [PROMPT (Enter the description of what the amount represents)] .
close07	Credit Seller & Debit Buyer at Close of Escrow	At the close of escrow, you are hereby authorized and instructed to credit the account of the Seller and debit the account of the Buyer with the sum not to [\$[PROMPT (Enter the Amount to Credit)] representing [PROMPT (Enter the description of what the amount represents)] .
close08	Close of Escrow – MBHCP	The close of escrow is conditioned upon the property not having been farmed or disked within the last five (5) years and must be approved by the California Fish and Game, as representing acceptable habitat for Metropolitan Bakersfield Habitat Conservation Plan. Seller grants DFG the right to conduct a visual inspection of the site for habitat acceptability purposes.
closrec	Closure of Recorder's Office	<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 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>
cmrc101	Lender To Pay Costs Of Borrower	Notwithstanding any other provision of these instructions, Borrowers acknowledge that lender (or broker) will be depositing funds into the escrow to cover normal title and escrow fees. Escrow Holder is instructed to credit Borrower's account for said sum only.
comm01	Commission (Less Concession)	The undersigned brokers are aware the aforementioned commission amount is based upon the anticipated "net amount" to the Seller (which is the sales price less Seller's concessions). Said amount is subject to change based upon the amount of the maximum allowable Seller's concession. Escrow Holder is further authorized and instructed to adjust the commission accordingly without further approval from the parties herein.
comm02	Commission being Paid by Seller	<p>Escrow Holder is hereby authorized and instructed to charge Seller's account for commission as follows:</p> <p>[Pulls Agent's Info and Commission amount]</p> <p>TOTAL COMMISSION BEING PAID: [Pulls Total Amount]</p>

Code	Name	Text
comm03	Commission being Paid by Buyer	<p>Escrow Holder is hereby authorized and instructed to charge Buyer's account for commission as follows:</p> <p>[Pulls Agent's Info and Commission amount]</p> <p>TOTAL COMMISSION BEING PAID: [Pulls Total Amount]</p>
comm1099	Commercial 1099-S Notice	<p>According to Federal Law, the Seller, when applicable, will be required to complete a sales activity report that will be utilized to generate a 1099-S statement to the Internal Revenue Service. No other 1099 reporting will be completed or processed by the settlement agent at closing. Any other 1099 reporting called for in the purchase contract shall be handled between the parties direct and outside of this escrow. Settlement agent shall not be concerned with same.</p>
co-op01	Co-op	<p>The policy of title insurance to be issued is a leasehold policy as evidenced by that certain Memorandum of Lease dated [PROMPT (Date of Memorandum of Lease)] by and between [PROMPT (Co-op name)] (co-op name), as lessor and Buyers as tenants, said Memorandum recording concurrently through this escrow.</p> <p>Seller shall deposit into escrow, for delivery to [Pulls answer from prompt above] (co-op name), Seller's copy of said lease and assignment thereof, executed by Seller in favor of [Pulls answer from prompt above] (co-op name). Escrow holder is hereby instructed to secure a statement from said lessor, showing all charges against Seller to be paid in full, and any and all requirements necessary to effect assignment of lessee's interest in said lease to Buyer. In the event charges are due. The same are to be paid on Seller's behalf and no further approval is required.</p> <p>Escrow holder is instructed, that whenever in any portion of these instructions the terms "Seller" or "Grantor" are used, the same shall be understood as "Assignor" and likewise, the terms "Buyer" or "Grantee" shall be understood as "Assignee."</p>
corp01	Corporate Resolution Required	<p>Prior to close of escrow, [Pulls Buyer or Seller Corporation Name] will deliver to [Pulls Escrow Office Name] a current Corporate Resolution certifying those officers duly authorized to execute documents on behalf of [Pulls Buyer or Seller Corporation Name].</p>
court01	Court Order Confirming Sale	<p>Consummation of this escrow is contingent upon the Grantor procuring Court Order Confirming Sale to the above Vestee. Seller shall cause to be deposited into escrow certified copy of Court Order Confirming Sale for recording at Seller's expense.</p>
credit01	Credit Card Payments	<p>As a condition of funding, the new lender requires certain credit card and installment accounts be paid through escrow. [If Purchase 'Buyer' else 'Borrower'] hereby agrees, prior to close of escrow, to provide actual statements of accounts required by lender to be paid.</p> <p>In the event accounts have been paid in full or the balances reduced outside of this escrow written evidence of payment will be provided to escrow before close. [If Purchase 'Buyer' else 'Borrower'] understands the payments will be sent via regular first class mail.</p> <p>[Pulls Escrow Office Name] shall not be responsible and/or liable for any balances paid on the above accounts in excess or less than amounts currently owed, or for any late charge accruals. [If Purchase 'Buyer' else 'Borrower'] will hold [Pulls Escrow</p>

Code	Name	Text
		Office Name] harmless and indemnify such against any losses or damages by reason of compliance with these instructions.
credit03	Credit Line Payoff	In the event escrow is required to pay a loan in full that is a revolving line of credit or equity line loan, escrow agent is authorized and instructed by the undersigned owner to request that the lender issuing the demand for said loan freeze said revolving line or equity line of credit against any additional advances
cross01	Cross Collateralization	<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;">This deed of trust is being recorded as additional collateral for a note secured by a deed of trust executed by [Pulls Buyer's Names with Vesting] as trustor, in favor of [Pulls Lender Name] as beneficiary in the original amount of \$[Pulls Loan Amount], of even date herewith.</p>
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>
debt01	Debt Not Secured by Subject Property	<p>As a condition of funding, the new lender requires certain installment accounts be paid through escrow. Buyer hereby agrees, prior to close of escrow, to provide actual statements of accounts required by lender to be paid.</p> <p>In the event accounts have been paid in full or the balances reduced outside of this escrow written evidence of payment will be provided to escrow before close.</p> <p>[Pulls Escrow Office Name] shall not be responsible and/or liable for any balances paid on the above accounts in excess or less than amounts currently owed, or for any late charge accruals. Buyer will hold [Pulls Escrow Office Name] harmless and indemnify such against any losses or damages by reason of compliance with these instructions.</p> <p>[Pulls Escrow Office Name] shall not be responsible for obtaining or filing a release of said lien should it be collateralized by any real or personal property.</p>
deed01	Grant Deed Recitals	<p>The Grant Deed to contain the following recital:</p> <p>"Excepting and reserving unto Grantor herein all remaining oil, gas, minerals and other hydrocarbon substances lying below a depth of five hundred (500) feet from the surface thereof.</p> <p>Parties interested in exercising their mineral rights will be responsible for obtaining all necessary environmental permits in addition to fully mitigating any impacts from surface disturbance."</p>

Code	Name	Text
deedpo01	Deed of Trust Prepared Outside of Escrow	The undersigned parties have handed escrow a note and deed of trust in the amount of [PROMPT (Enter the amount of the deed of trust prepared outside of escrow)] dated [PROMPT (Enter the date of the deed of trust prepared outside of escrow)], in favor of [Pulls Lender's Name] and executed by [Pulls All Buyer's names]. All parties agree that escrow holder did not prepare the note and shall not be liable or responsible for the terms, validity and/or enforceability of the contents contained therein. In the event of a foreclosure, the parties are aware that [Pulls Escrow Office Name] may not perform the foreclosure services, and a substitute trustee may need to be designated.
delbuy01	Deletion of Buyer	The instructions in this escrow are hereby modified, amended and/or supplemented in the following particulars only: <ul style="list-style-type: none"> a. [PROMPT (Enter the name of the buyer that is to be deleted)], hereby waives any and all interest in and to, and all right to acquire title to, the property which is the subject of this escrow. b. All funds now on deposit are hereby assigned to the remaining buyers as follows: [Pulls in Buyer's Names]. c. Buyer vesting is read as follows: [Pulls in Vesting]. Escrow Holder is hereby authorized and instructed to correct any documents, above the parties' signature, as necessary in order to reflect vesting as shown above. Signature of this amendment by all parties shall be deemed their full approval of all terms as stated herein.
delcnt01	Deliver Purchase Contract to Escrow	The parties hereto acknowledge that they have entered into a Contract for the Purchase and Sale of Real Estate (Deposit Receipt) affecting this transaction. It is expressly agreed that these instructions shall control over said Contract. However, any matters which are expressly covered by said Contract which are not expressly covered by these instructions shall continue to be effective. [Pulls Escrow Office name] shall be bound solely by these instructions and shall not be concerned with said Contract, or any outside agreement even though it may come into knowledge, or be deposited in the escrow.
demand01	Demand Authorization and Interest Accruing	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.
demand02	Demands Not In	Seller hereby acknowledges that [Pulls Escrow Office Name] has not received, as of this date, a written demand from Payoff Lender of Irvine indicating the amounts necessary to pay the loan of said lender in full. The figures shown in the Seller's Estimated Closing Statement are approximate predicated on amounts provided by the Seller or on amounts provided verbally by the Lender. You are hereby authorized and instructed to pay said lender's demand based on their written statement, including but not limited to, the principal balance, interest, prepayment

Code	Name	Text
		penalties, impound deficiencies and any other fees required by said lender without further approval from the undersigned. We hereby acknowledge that the figures shown herein as the approximate amounts due to said lender are subject to change pursuant to the written demand of the lender and you are authorized to adjust our net proceeds accordingly.
discl01	Disclosure – Agent as Buyer	Seller understands that the Buyer is a California Real Estate Licensee, acting as a principal for his own account.
discl02	Disclosure – Agent as Seller	Buyer understands that the Seller is a California Real Estate Licensee, acting as a principal for his own account.
discl03	Disclosure – Concurrent Resale	Please be informed that Buyer has opened an escrow with [PROMPT (Enter the Escrow Company that is handling the concurrent resale)] for the concurrent resale of all or a portion of the property that is the subject of this escrow. This is to advise that the proceeds of the sale will be used towards the purchase of the property in this escrow. Therefore, [Pulls Escrow Office Name] is authorized and instructed to record documents required in this transaction even though all of Buyer's funds will not have been deposited into this escrow. [Pulls Escrow Office Name] is instructed to transfer the remainder of Buyer's funds upon the concurrent recordation of the resale transaction.
discl04	Disclosure – Double Escrow (Initial Acquisition)	<p>The closing of this escrow is subject to and contingent upon the concurrent closing of Escrow No. [PROMPT (Enter the escrow number of the concurrent closing)] ("Resale Escrow"), wherein Buyer herein is selling the subject property at an increased purchase price.</p> <p>Seller acknowledges that proceeds from the Resale Escrow transactions are the source of all or part of the purchase price herein. Escrow Holder is authorized and instructed to record all appropriate documents regarding this escrow, even though funds necessary to consummate this transaction will not be transferred to this escrow until after such documents are recorded.</p> <p>With full knowledge of the foregoing, the parties hereto authorize and instruct Escrow Holder to proceed with the closing of this escrow pursuant to instructions relative thereto. The Parties further agree that Escrow Holder shall have no liability for and shall be held harmless from any matter resulting from Escrow Holder's compliance with these instructions.</p>
discl05	Disclosure – Double Escrow (Resale of Acquisition)	<p>The closing of this escrow is subject to and contingent upon the concurrent closing of Escrow No. [PROMPT (Enter the escrow number of the concurrent closing)] ("Acquisition Escrow"), wherein Seller herein is acquiring the subject property at a lesser purchase price.</p> <p>Buyer is aware that all or a portion of the proceeds from this transaction are the source of all or a portion of the purchase price in the Acquisition Escrow. Escrow Holder is authorized and instructed to transfer funds from Seller's proceeds in this escrow to the Acquisition Escrow sufficient for purchase of the subject property and closing of the Acquisition Escrow.</p> <p>With full knowledge of the foregoing, the parties hereto, including any Lender providing new financing for the acquisition of the subject property, authorize and instruct Escrow Holder to proceed with the closing of this escrow pursuant to</p>

Code	Name	Text
		instructions relative thereto. The Parties further agree that Escrow Holder shall have no liability for and shall be held harmless from any matter resulting from Escrow Holder's compliance with these instructions.
discl06	Disclosure – Parties Related to Escrow Holder	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.
discl07	Disclosure – Seller Property Disclosure	Fidelity National Title Company is hereby relieved of any liability in connection with any adherence and compliance with California Civil Code Section 1102.6, "Sellers Disclosure to Said Property". The undersigned agree to such adherence and compliance outside of this escrow.
discl08	Disclosure – Party is a Principal and Employee	(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.
docsig01	Docs Signed in Counterpart	These instructions/documents are executed in counterpart to facilitate this transaction each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and these counterparts together constitute 1 and the same instrument.
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, irrespective 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.
dualag01	Dual Agency	Buyer and Seller herein acknowledge and state that they are aware that [Pulls Realtor] is acting in a dual agent capacity by representing both Buyer and Seller in this transaction.
estim01	"Estimate Only" Disclosure	Please be advised that this is an Estimate Only. The fees shown herein are based solely on the information provided and are subject to the lender's final closing instructions. Any changes, including but not limited to the sales price, loan amount, requested endorsements, number of pages to be recorded, documents to be recorded and number of loan packages will results in a change to the figures provided. Please review the above carefully as the Settlement Agent will not be held liable for the accuracy or completeness of the information received or for the failure to request updated figures if the terms have changed or additional services are required.

Code	Name	Text
exch01	Exchange/Accommodator	<p>The undersigned hereby instruct [Pulls Escrow Office Name] that they have selected [Pulls in the Qualified Intermediary] as their qualified intermediary. [Pulls Escrow Office Name] is to direct deed the property under said escrow from Exchanger to Buyer. All documents and duties of a qualified intermediary as defined under the final regulations of Section 1031 of the Internal Revenue Code are being done by said Intermediary and [Pulls Escrow Office Name] is hereby relieved of all responsibility and/or liability as to the preparation of said documents and their validity and fulfillment/compliance of the duties of the qualified intermediary.</p> <p>Exchanger hereby acknowledges that [Pulls Escrow Office Name] is not acting as Exchanger's tax advisor and does not warrant or represent that the exchange agreements under this escrow will qualify for tax deferral under Section 1031 of the Internal Revenue Code or otherwise. Exchanger has obtained separate, independent advise from an attorney or tax advisor concerning the requirements for a qualified like kind exchange under Section 1031. The parties agree that the Exchanger's conveyance of the property is not conditioned upon qualification of this escrow under Section 1031, and that the property shall be conveyed regardless of the ultimate tax effect on any transaction pursuant to this escrow.</p>
exch02	Exchange/Buyer Agrees to Purchase	<p>Buyer understands that Seller does not wish to sell his property. He wishes and intends to exchange it for another parcel or parcels of property. Buyer agrees to fully cooperate with Seller and to purchase subject property described as: [Pulls Property Address] which Seller wishes to exchange for subject property, including any and all costs and expenses incurred by Buyer in connection with the acquisition of same, does not exceed the total purchase price of subject property and provided further that the terms and conditions of purchase of such other parcel(s) are satisfactory to Buyer and that the escrows for purchase of such other parcel(s) can be so structured as to close concurrently herewith and that the escrows for purchase of such other parcel(s) of property shall reduce the amount of money to be deposited and released to Seller in like amount as set forth herein. In the event the terms and conditions for the acquisition of such other parcel(s) is not satisfactory to Buyer, prior to the date set forth herein for close of escrow, Seller agrees to continue with the sale of this property regardless of the above.</p>
exch03	Exchange/Direct Deed	<p>The undersigned parties, in an effort to avoid additional transfer taxes, instruct escrow to prepare one deed from Exchanger to ultimate Buyer. This is done at the advice of an attorney and/or accountant and no representation has been made by [Pulls Escrow Office Name] as to the ramifications or validity of such a transfer. The undersigned is aware that should the County not accept this manner of transfer, additional transfer tax could be due. Knowing this, the undersigned do hereby hold [Pulls Escrow Office Name] harmless against any claims and or litigation that could result by means of this method of transfer.</p>
exch04	Exchange/Insufficient Cash Flow	<p>The closing of this escrow is subject to and contingent upon the concurrent closing of escrow number [PROMPT (Enter the escrow number of the concurrent closing)]. Seller herein is aware of the resale of the subject property by the Buyer in said concurrent escrow transaction. Seller approves that all or a portion of the purchase price herein is being derived from said transaction. Therefore, escrow holder is authorized and instructed to record all documents specified in this escrow transaction even though Buyer's funds necessary to consummate this transaction will</p>

Code	Name	Text
		not have been transferred to this escrow until after the recordation of said documents. [Pulls Escrow Office Name] is to transfer required funds upon the concurrent recordation of said escrow number.
exch05	Exchange/Qualified Intermediary Disclosure	The parties to this escrow acknowledge that Escrow Holder has made no recommendations of any nature regarding the selection of said qualified intermediary and Escrow Holder has made no representations or provided any information with respect to the financial condition and/or accounting practices of the qualified intermediary.
exch06	Exchange/Release Esc if 1031 is delayed	It is the intent of the First Party to effect and/or complete a tax deferred exchange under the terms of §1031 of the internal revenue code. Exchanger hereby acknowledges that Escrow Holder is not acting as Exchanger's tax advisor and does not warrant or represent that the exchange agreements under this escrow will qualify for tax deferral under §1031 of the internal revenue code or otherwise. Exchanger has obtained separate, independent advise from an attorney concerning the requirements for a qualified like-kind exchange under §1031. The parties agree that the Exchanger's conveyance and/or acquisition of the property is not conditioned upon qualification of this escrow under §1031, and that the property shall be conveyed and/or acquired regardless of the ultimate tax effect on any transaction pursuant to this escrow. The parties to this escrow agree to indemnify and hold Escrow Holder harmless from any and all claims or loss incurred by reason of any action or inaction of said qualified intermediary.
exch07	Exchange/Release from Documentation Request of Accommodator	The undersigned instructs Escrow Holder that they have selected [Pulls in the Qualified Intermediary] as their qualified intermediary. Escrow Holder is to direct deed the property under said escrow from Exchanger to Buyer. All documents and duties of a qualified intermediary as defined under the final regulations of §1031 of the Internal Revenue Code are being done by [Pulls in the Qualified Intermediary] and Escrow Holder is hereby relieved of all preparation of said documents and their validity and fulfillment/compliance of the duties of the qualified intermediary.
exch08	Exchange/Right to Exchange	It is Seller's intention, in lieu of a sale of subject property, to locate other real property for the purpose of effecting a tax deferred exchange of the subject property. Buyer herein agrees to cooperate with Seller in effecting same, at no additional cost or liability to Buyer. All parties are aware that these instructions will be superseded by exchange instructions at a later date. If Seller is unable to locate suitable exchange property, this escrow will close as an installment sale.
exch09	Exchange/Tax Free Recital with Hold Harmless	It is the intent of the Exchangor to effect a tax deferred exchange under the terms of Section 1031 of the Internal Revenue Code, and Exchangor acknowledges that they have been advised to seek the Counsel of their own tax attorney or certified public accountant for the determination of any income tax consequences of this exchange, and therefore, fully indemnify and hold [Pulls Escrow Office Name] harmless from any loss which Exchangor may sustain in the event the transaction set forth in these Escrow Instructions is audited by the Internal Revenue Service and is disallowed as a tax deferred exchange under the terms of Section 1031 of the Internal Revenue Code, and like conforming sections of the Revenue and Taxation Code of California.
exch10	Exchange/Title Vested	Upon the close and recordation of this escrow, the Grant Deed shall record vesting title in [Pulls Buyer's Names with Vesting], however only one title insurance policy is

Code	Name	Text
		to be issued for this escrow and Escrow No. [PROMPT (Enter the escrow number of the concurrent closing)] which is being recorded concurrently herewith wherein subject property is being resold through an exchange transaction. Said title insurance policy shall be issued showing subject property vested in [Pulls Buyer's Names with Vesting] the Buyer in said concurrent Escrow No. [Pulls Answer from Above].
faxsig01	Facsimile Signatures	Escrow Holder is hereby authorized and instructed that, in the event any party utilizes "facsimile" transmitted signed documents or instructions to Escrow Holder, you are to rely on the same for all escrow instruction purposes and the closing of escrow as if they bore original signatures. Each party shall provide to the other party and to Escrow Holder, within Seventy-two (72) hours after transmission, duplicate original documents or instructions bearing the original signatures. Each party further acknowledges and agrees that documents with non-original signatures may not be accepted for recording by the County Recorder, therefore no closing or recording may take place without the submission of the original documents.
fha01	FHA Escape Clause	It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the property of not less than \$[Pulls Sales price]. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. The Purchaser should satisfy himself/herself that the price and condition of the property are acceptable.
firein01	Fire Insurance	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.
firpta01	FIRPTA - Pay Federal & California	Buyer and Seller hand you herewith IRS Form Numbers 8288 and 8288-A and State of California Form 593. You are instructed to debit the Seller's account in the amount of Fifteen Percent (15%) of the total consideration and forward those funds at close of escrow to the Internal Revenue Service Center along with the above referenced IRS forms. In addition, you are instructed to debit the Seller's account a sum equal to Three And One Third Percent (3 1/3%) of the total consideration or the alternative amount as indicated on the Form 593 and forward said funds to the State of California together with Form 593 to the address referenced in said Form 593.
free01	Free and Clear	LIENS AND/OR ENCUMBRANCES: [If Purchase 'Seller', else 'Borrower'] hereby confirms that the subject property is free and clear of any liens or encumbrances. [If

Code	Name	Text
		Purchase 'Seller', else 'Borrower'] further confirms that information regarding any and all liens, encumbrances and/or loan information has been fully disclosed to Escrow Holder.
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, maintain for public access a Database of the locations of persons required to register pursuant to Section 290.4 (a) of the Penal Code. 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	Funds Held - General	<p>You are instructed to withhold the sum of \$[Pulls Escrow Agreement Amount Held] from [Pulls Escrow Agreement Funds Provided By] funds for [Pulls Escrow Agreement Purpose for holding Escrow funds]. Said funds are to be released to [Pulls Escrow Agreement Funds To Be Paid To] upon written instructions of [PROMPT (Enter instructions pending receipt for release of funds)]. In the event you do not receive said written instructions on or before [Pulls Escrow Agreement Date Requirements Must Be Met By], you are instructed to pay said funds to the order of [Pulls Escrow Agreement Funds To Be Paid To] and to be of no further concern or liability regarding this matter.</p>
funds02	Funds Held - Supplemental	<p>You are hereby directed to close escrow and hold the sum of \$[Pulls Escrow Agreement Amount Held] from the account of [Pulls Escrow Agreement Funds Provided By] representing [Pulls Escrow Agreement Purpose for holding Escrow funds]. Said funds are to be held in escrow trust account unless depositor specifies funds to be held in a savings account. If so, Depositor to execute savings account form.</p> <p>CONDITIONS FOR RELEASE/PAYMENT OF FUNDS:</p> <p>(If release of funds is based on bill) Upon submission of bill(s) to escrow holder [Pulls Escrow Office Name] which have been marked "approved" and signed by</p>

Code	Name	Text
		<p>[Pulls Escrow Agreement Party Approving Bills], escrow holder is authorized to pay said approved bills without any liability for the authenticity of said bills and refund any balance held to [Pulls Escrow Agreement Funds To Be Paid To].</p> <p>(If release of funds is based on something other than a billing) Funds can be disbursed when the following conditions have been met: [Pulls Escrow Agreement Conditions]. Any balance to be refunded to [Pulls Escrow Agreement Funds To Be Paid To].</p> <p>In the event the requirements for release of funds as stated above have not been met by [Pulls Escrow Agreement Date Requirements Must Be Met By], escrow holder is authorized the following day to disburse all funds held in regard to this instruction to [Pulls Escrow Agreement Funds To Be Paid To]. Escrow holder shall not be held liable for any bill or group of bills presented individually or collectively in excess of the amount held. If funds held total less than the bills presented, pay entire amount held and notify parties hereto that amounts held were not sufficient to satisfy bills presented. Any amounts remaining due will be the responsibility of the parties thereto and shall not be the responsibility of the escrow holder.</p> <p>Any modification of this instruction shall be given mutually by the undersigned in writing and escrow holder is specifically instructed that only such mutual written instructions are to be recognized.</p> <p>In the event of conflicting claims to the funds held pursuant to these instructions, you have absolute right at your election to file an action in interpleader requiring the principals to answer and litigate their several claims and rights amongst themselves and you are authorized to comply with the requisite interpleader statutes of the State of California in this regard. Any costs in relation to same shall be deducted from the funds held.</p>
funds03	Funds Held – Warranty/Repairs	<p>You are to hold from Seller's account the sum of \$[Pulls Escrow Agreement Amount Held] for warranty holdback and/or repairs and disburse said funds upon receipt of Broker's instructions.</p> <p>In the event of a dispute or controversy, you are instructed to hold said funds, without liability, until you have received written instructions from Buyer and Seller or their agents authorizing disbursement.</p>
funds04	Funds Paid Outside of Escrow	<p>Buyer has paid to Seller, outside of this escrow, the sum of \$[PROMPT (Paid Outside of Escrow Amount)] receipt of which is hereby acknowledged by signature to these instructions.</p>
funds05	Funds Release Prior to Close	<p>Seller has requested that Buyer release and pay through this escrow the sum of \$[PROMPT (Enter the amount to be released from escrow prior to closing)], at once, and prior to the consummation of this escrow.</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 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 in his favor, have been recorded, nor policy of title insurance issued to protect his interest in said</p>

Code	Name	Text
		<p>property, Buyer nevertheless desires to accommodate Seller and release funds as requested above.</p> <p>Therefore, from funds herewith on deposit in this escrow, you are hereby authorized and instructed to pay said funds as requested above upon receipt of this instruction executed by all parties hereto.</p> <p>[Pulls Escrow Office Name] 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 release pursuant to the above Instructions shall represent a part of the total consideration.</p>
goodf01	Good Funds – Disburse When Available	<p>[If Purchase 'Buyer and Seller' else 'Borrower'] authorize and instruct [Pulls Escrow Office Name] to record all documents required in this escrow when all the conditions of this escrow have been met and upon receipt and deposit of all funds necessary to consummate this transaction in the form of a wire transfer, cashier's check, teller's check or certified check regardless of whether the funds are available for disbursement in accordance with [If Purchase 'California Insurance Code 12413.1' else 'Reg. CC']. Immediately upon availability of the deposited instrument, [Pulls Escrow Office Name] is instructed to disburse all funds in accordance with these instructions and/or the attached estimated closing statement.</p>
hazins01	Hazard Insurance - Buyer	<p>Buyer agrees to provide new hazard insurance policy acceptable to lender and to authorize payment of premium through escrow unless a paid receipt is provided to escrow.</p>
hazins02	Hazard Insurance (including, not limited to fire insurance)	<p>Buyer/Borrower hereby understands and acknowledges Escrow Holder will pay the hazard insurance premium to the insurance company named on the closing statement in the amount shown on the invoice or declaration provided to Escrow Holder. Buyer/Borrower further understands Escrow Holder does not, and will not verify whether any existing insurance binder or new insurance binder being issued is current and in place. Buyer/Borrower understands it is buyer's/borrower's obligation to confirm the insurance binder and coverages are in effect directly and outside of escrow with their insurance agent/company. Buyer/Borrower agrees to hold [Pulls T2 Title Company Name for ESCROW ONLY orders and pulls Title Office Name on Title and Escrow orders] as title insurer and Escrow Holder 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 hazard insurance company unpaid premiums and any denial of coverage or unpaid claim with respect to the subject property of this transaction.</p>
hoa01	Homeowner's Association Statement	<p>Escrow Holder is instructed to obtain a statement from the Homeowner's Association servicing the subject property and to charge the account of the seller to bring said account current, if applicable. [PROMPT (Select who to charge for the HOA transfer fee - Both, Buyer, N/A, Seller)][IF N/A Selected: There is no applicable transfer fee; ELSE You are further directed to charge the account of [answer from prompt] transfer fees as required by the Association.] Said Statement is to be approved in writing by buyer and seller prior to close of escrow.</p>

Code	Name	Text
		Seller has furnished, and buyer hereby acknowledges receipt of (or seller will furnish buyer, prior to close of escrow) copies of the CC&R's Bylaws, Articles of Incorporation, Budget, Financial Statement and other such matters as required under Civil Code Section 4525. Escrow Holder shall have no duty or responsibility for the procurement and/or delivery of such documents.
hoa02	Homeowner's Association Statement with Upfront Fees	<p>Escrow Holder is authorized and instructed to obtain a statement from the Homeowner's Association servicing subject property and to charge the account of the Seller to bring said account current, if applicable. You are further directed to charge the account of the [PROMPT (Select which party is to pay the HOA transfer and document fees - Buyer, Half Each, Seller)] with transfer fees and document fees as required by the Association.</p> <p>Seller has furnished and the Buyer hereby acknowledged receipt of (or Seller will furnish to Buyer, prior to the close of escrow) copies of the CC&R's, By-Laws, Articles of Incorporation, Budget, Financial Statement, Minutes and other such matters as required under Civil Code Section 4525. Seller agrees to transfer to Buyer, direct and outside of escrow, any appurtenant HOA items such as gate keys, card keys and passes, which Seller may have access to. Seller and Buyer hold Escrow Holder harmless and without liability whatsoever regarding the transfer of said items or payment or deposit to the association which may be due for same.</p> <p>All parties herein state and agree that in the event said Association requires an upfront fee to obtain the statement and/or documents, Escrow Holder is authorized and instructed to pay same from the Buyer's funds on deposit and charge the account of the seller, if applicable, at the close of escrow. Said funds shall be paid and released from escrow prior to the close of escrow. All parties herein are aware that the release of these funds maybe be deemed NON-REFUNDABLE in the event this escrow cancels. In the event that the Buyer is entitled to a refund of their full deposit, the Seller hereby agrees to reimburse the buyer for any such expenses. The Buyer understands and agrees that any funds due them from the Seller shall be paid outside of escrow and Escrow Holder shall have no control or authority to collect said funds. Escrow Holder is hereby released of any and all liability in connection with same.</p>
hoa03	HOA – Unpaid Dues	<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 (Recording No.)] (if applicable). Should it be determined after the closing there are any outstanding</p>

Code	Name	Text
		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.
hoa04	HOA – Unpaid Dues, No Receipt	<p>HOA - UNPAID DUES: The settlement agent is NOT in receipt of a statement from the homeowners association (HOA) and/or management company and/or collections company reflecting the amount due in current and outstanding amounts for the property which is the subject of this transaction. Buyer and Seller have agreed to proceed with the closing of this transaction without receipt and 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. 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 directly 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 – Buyer Pays	Buyer agrees to purchase a Home Warranty from [PROMPT (Enter the name of the home warranty company)] and agrees to provide Escrow Holder an application and funds to pay for same.
homew02	Home Warranty – Seller Pays	Seller agrees to purchase a Home Protection from [PROMPT (Enter the name of the home warranty company)] for the Buyer herein (the terms, conditions and legal effects of which are of no concern nor liability to Escrow Holder). In the event this plan is handed to Escrow Holder, you are instructed to deliver same to buyer at the close of escrow. Billing for same is to be paid from Seller's funds at the close of escrow not to exceed \$[PROMPT (Enter the amount the total cost shall not exceed)]. Any amount over this threshold shall be paid by Buyer.
homew03	Home Warranty Waiver	All parties acknowledge that it is agreed that there will be no Home Warranty provided or paid for through escrow and Escrow Holder is not to be of any concern with same.
homew04	Home Warranty	Buyer and Seller shall each pay half (1/2) of the premium for a one (1) year home warranty, at a total cost not to exceed \$[PROMPT (Enter the amount the total cost shall not exceed)]. Escrow holder is authorized and instructed to pay same from Buyer's and Seller's accounts at the close of this escrow. It is further understood and agreed that escrow holder will be provided with a completed application for said plan, prior to the close of escrow. Escrow holder is only to be concerned with the issuance of the check at the close of escrow and the delivery of same, by regular mail, to the named home protection company.

Code	Name	Text
homew05	Home Warranty – Agent Pays	Agent agrees to purchase a Home Warranty from [PROMPT (Enter the name of the home warranty company)] and agrees to provide Escrow Holder an application and funds to pay for same.
hud01	HUD Deed Clause	<p>Being the same property acquired by the Grantor pursuant to the provisions of the National Housing Act, as amended (12 U.S.C. Section 1701) and the Department of Housing and Urban Development Act (42 U.S.C. Section 3531). Said conveyance is made subject to all covenants, easements, restrictions, reservations, conditions and rights appearing of record against the above described property; also subject to any statement of facts which an accurate survey of said property would show.</p> <p>In witness whereof, the undersigned on [PROMPT (Enter date signed by HUD)], has set his/her hand and seal as the Secretary of Housing and Urban Development, under authority and by virtue of 50 F.R. 42099 (10/17/85).</p>
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 \$(Pulls in total First Payment). Said amount is comprised of \$(Pulls HUD Line 1004 payment amount) (1/12th of the annual taxes) and \$(Pulls in HUD Line 1002 payment amount) (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 \$(Pulls HUD Line 1002 Disclosure Amount) which represents (Pulls HUD Line 1002 Payment Frequency) months of the annual insurance premium and \$(Pulls HUD Line 1004 Disclosure Amount), which represents (Pulls HUD Line 1004 Payment Frequency) 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 1/12th 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>
impou02	Impound Account	IMPOUND ACCOUNT: In addition to and at the time of the regular monthly installments due hereunder, borrower shall pay 1/12th of the annual real estate taxes, 1/12th of the annual hazard insurance premium and 1/12th of the annual

Code	Name	Text
		assessments, if any.
imput01	Imputed Interest	<p>The Borrower and Lender have agreed interest shall accrue on the unpaid balance due under the promissory note that is the subject of this escrow at zero percent (0%). The repayment terms under the note shall be comprised of principal only installments. However, the Borrower and Lender are aware interest is considered by the Internal Revenue Service (IRS) for tax purposes to have been paid at a rate determined by the IRS, even if no interest was actually paid. Any adverse effects arising from such imputed interest shall be handled between the buyer and seller direct and outside of this escrow.</p> <p>Lender and Borrower hereby acknowledge the terms of the note described herein reflecting a zero percent (0%) interest rate may be subject to "IMPUTED INTEREST" in accordance with IRS Code Section 7872, or other applicable sections. The undersigned have been advised to seek legal counsel and/or the advice of their CPA/tax advisor prior to signing these documents.</p>
indadm01	Independent Administration of Estates Act	The closing of this escrow is subject to the terms and conditions of the Independent Administration of Estates Act (Probate Code 591-591.9).
ins01	Insurance Information	<p>Borrower/Buyer hereby agrees to provide escrow with an evidence of insurance, in compliance with the Lender's Instructions.</p> <p>Insurance Company: _____</p> <p>Agents Name: _____</p> <p>Telephone Number: _____</p> <p>Any additional coverage desired by Buyer shall be handled outside of this escrow and will be no concern to Escrow Holder whatsoever.</p>
ins02	Insurance – 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 [If Purchase 'Buyer' else 'Borrower'] shall be handled outside of this escrow and will be of no concern to Escrow Holder whatsoever.</p>
ins03	All Cash Insurance	Buyer and Seller do hereby hold [Pulls Escrow Office Name] harmless and waive any and all liability on the part of the Escrow Holder to secure Fire or other Insurance on behalf of Buyer and Seller. The parties hereto shall contact their own insurance agent outside of escrow or make an agreement with the agent on the present insurance policy to afford protection to their specifications while the Buyer is in possession prior to close of escrow.
ins04	Insurance Waiver	The undersigned Buyer hereby advises escrow holder that they will obtain their own homeowners/fire insurance and escrow holder shall not be concerned with same. Escrow holder and Agents/Brokers shall be released with any and all liability in regards to same. Buyer has been advised to place insurance on the subject property prior to close of escrow.

Code	Name	Text
iotrst01	Deed Out of/Into Trust	<p>The lender (Lender) in the above escrow requires that title to the property, which is presently vested in the undersigned Borrower(s) as Trustee(s) of their revocable trust (as shown in the preliminary title report), be transferred to the undersigned in an individual capacity as a condition to Lender making the loan. The undersigned acknowledge that the conveyance out of the trust is a Lender requirement and is not a requirement of Escrow Agent, the title insurer or title insurance agent.</p> <p>First deed. Therefore, Escrow Agent is authorized and instructed to prepare a [Pulls First Deed Type] (First Deed), transferring title from the Trustee(s) of the trust to the undersigned as their names appear on the loan documents. First Deed is to be executed concurrently with Lender's loan documents and these instructions. The undersigned acknowledge and authorize Escrow Agent to record First Deed pursuant to the requirement of Lender, and Escrow Agent is hereby released from any and all liability concerning the effect of the change in the vesting of title for the Borrower(s). The undersigned is aware upon recordation of First Deed, title will not then be in their "Trust."</p> <p>Second deed. The undersigned further authorize and instruct Escrow Agent to prepare a second [Pulls Second Deed Type] (Second Deed), transferring title from the undersigned (as shown as grantees in First Deed) to the Trustee(s) of the trust (as shown as grantors in First Deed). The undersigned authorize and instruct Escrow Agent, as a post-closing service in the above escrow, to record Second Deed on the next business day after recording of First Deed or as soon after said next day as Escrow Agent can arrange recording. The undersigned declare that Second Deed shall become effective upon recording. Second Deed shall be recorded as an accommodation, that is, without any benefit of title insurance to the undersigned. If the undersigned are not paying a charge for preparation and recording of Second Deed through the closing of the above escrow, they agree to pay a charge upon receiving an invoice.</p> <p>The undersigned have reviewed and approved First Deed and Second Deed. First Deed and Second Deed have been prepared by Escrow Agent solely in the capacity of scrivener according to instructions from the undersigned. The undersigned acknowledge that First Deed and Second Deed affect the legal rights of the undersigned; that, as between the undersigned, their interests may differ; that each of the undersigned has a right to be represented by a lawyer of her or his selection; that Escrow Agent and its employees cannot give and have not given legal, tax, real estate or investment advice regarding First Deed's and Second Deed's legal sufficiency or effect; and that Escrow Agent has not and will not make any representations or assurances with respect to the status, effect or consequences of any owner's title insurance policy previously issued to the undersigned.</p> <p>Title insurance. The undersigned further acknowledge and understand that the title insurance policy being issued through this escrow is to protect Lender's interest only and does not provide any coverage whatsoever for the undersigned. An endorsement to the undersigned's existing owner's title policy or a new owner's policy may be available for purchase. The undersigned hereby acknowledge that Escrow Agent has informed them that title insurance may be available to protect their interest. Unless the undersigned notify Escrow Agent in writing before the</p>

Code	Name	Text
		above referenced escrow closes that they will pay for an endorsement (if available) or a new owner's policy, the title insurance provider in the escrow will not obtain or issue any additional title insurance coverage beyond what is required by Lender in conjunction with the escrow, and Borrower waives the option to purchase such additional title coverage. Borrower further releases and holds Escrow Agent, the title insurance provider in the escrow, the title insurer and their employees harmless of any loss or damages which the undersigned may sustain by reason of not obtaining such additional title insurance coverage.
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 - Single Document	It is the intent and purpose of [Pulls Name 2], spouse of [Pulls Name 1], by joining in as a Grantor, to divest herself/himself of any and all interest, community or otherwise, and to vest in the name of her/his spouse as her/his sole and separate property and to consent to the Joint Tenancy herein created.
jt03	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.
lease01	Lease Option	<p>As a matter of agreement between Buyer and Seller herein, Buyer shall be given possession of property that is the subject of this escrow prior to the close of escrow on a lease option basis of \$[PROMPT (Enter the monthly lease option basis amount)] per month, payable in advance on the [PROMPT (Enter the day of the month payment is due)] day of each month. Said payments shall be paid to Seller, outside of escrow, and all payments so made EXCEPTING \$[PROMPT (Enter the initial option fee amount)] shall apply toward the Total Consideration herein upon consummation of this escrow. In the event this escrow shall cancel for any reason, any payments so made shall be considered non-refundable by and between the parties. Escrow Holder shall credit Buyer and debit Seller for payments received outside of escrow EXCEPTING \$[Pulls initial option fee amount answer] pursuant to statement delivered by Seller and approved by Buyer prior to close of escrow. Said payments shall further be pro-rated to the date of close of escrow in accordance with said statement.</p> <p>Buyer and Seller do hereby hold [Pull Escrow Office Name] harmless and waive any and all liability on the part of the Escrow Holder to secure Fire or other Insurance on behalf of Buyer or Seller. The parties hereto shall contact their own insurance agent outside of escrow or make an agreement with the agent on the present insurance policy to afford protection to their specifications while the Buyer is in possession prior to close of escrow.</p>
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 Loan)] 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.
lend02	Lender to Pay Costs of Borrower	Notwithstanding any other provision of these instructions, Borrowers acknowledge that lender (or broker) will be depositing funds into the escrow to cover the

Code	Name	Text
		Borrower's non-recurring closing costs in an amount not to exceed \$[PROMPT (Enter the amount the non-recurring closing costs shall not exceed)]. Escrow Holder is instructed to credit Borrower's account for said sum and in the event said sum is in excess of those necessary for the closing, Escrow Holder is further instructed to refund said excess directly to lender (or broker) without any further approval or authorization from the undersigned borrowers.
lep01	Limited English Proficiency	LIMITED ENGLISH PROFICIENCY: 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.
loan01	Loan Amount – Estimate Only – No Seller Approval	The actual amount of the loan being obtained by buyer is a matter between the buyer and lender and any amount stated herein is an estimate only. Seller is not concerned should this amount be increased or decreased prior to the close of escrow and seller waives the requirement of signing any additional escrow instruction in regards to this particular matter only.
loan02	Loan Funding/Interest	Buyer is aware the new loan may be funded at least one day prior to the date of recordation of documents and close of escrow and that interest will commence on said loan as of the date of funding. Should escrow close after a weekend or holiday, Buyer is aware that interest will be charged during such weekend or holiday and Buyer agrees to bear the cost of said interest and will hold Escrow Holder harmless in connection therewith.
ltchg01	Late Charge - Balloon Payment	If any balloon payment is late, then the late fee on the balloon payment shall be \$(Pulls Late Fee Amount). A late balloon payment shall not be accepted without the applicable late charge.
ltchg02	Late Charge - Daily Charge	Any payment that is not received on or before the due date, shall incur a late penalty of \$(Pulls Late Fee Amount) per day thereafter.
ltchg03	Late Charge - Late Payments Received	LATE PAYMENTS RECEIVED. Any late payment received without the applicable late charge shall be rejected by the Account Servicing Agent and shall not be accepted until such time as the late charges incurred are paid with the late payment.
ltchg04	Late Charge - Percentage	Any payment that is received at least (Pulls Late Charge after days) days past due shall incur a late fee in the amount equal to (Pulls Late Fee Percent) percent of the late payment.
ltchg05	Late Charge - Set Dollar Amount	Any payment that is received at least (Pulls Late Charge after days) days past due shall incur a late fee in the amount of \$(Pulls Late Fee Amount).
ltchg06	Late Charge - Unpaid Late Charges Accumulated	UNPAID LATE CHARGES ACCUMULATED. Any late payment received without the applicable late charge shall be accepted by the Account Servicing Agent, and the unpaid late charge(s) shall accrue as a separate balance, which shall not accrue with interest.
ltchg07	Late Charge - Unpaid Late Charges Added to Principal	UNPAID LATE CHARGES ADDED TO PRINCIPAL. Any late payment received without the applicable late charge shall be accepted by the Account Servicing Agent, and the unpaid late charge shall be added to the principal balance and shall accrue interest as does the principal.

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ltchg08	Late Charge	LATE CHARGE: In the event that any payment, or any portion thereof, due hereunder is not received by the Payee within [Pulls Late Charge after days] days after the due date thereof, the undersigned agrees to pay to Payee, in addition to the regular monthly payment, a late charge of [Pulls Late Fee Percent]%.
mbhcp01	Metropolitan Bakersfield Habitat Conservation Plan	<p>The Metropolitan Bakersfield Habitat Conservation Plan Implementation Trust Group (MBHCP) has tentatively reached an agreement with Seller to purchase subject property. The MBHCP is furnishing the money for escrow to close. The State of California is the Buyer. These Escrow Instructions will be signed by the State of California, as the Buyer, not the MBHCP.</p> <p>A) The Seller will hold this Irrevocable Offer to Sell this property open through escrow without cancellation at \$[PROMPT (Sales Price)] for one hundred twenty (120) days from either the next MBHCP public hearing date tentatively scheduled on [PROMPT (Public hearing date)], or from the day the MBHCP receives certified copies of transfer documents signed by the Seller from [Pulls Escrow Office name], whichever is later. The Seller will place into escrow, a neutral third party, executed Escrow Instructions, signed and acknowledged Grant Deed between the Seller and State of California and signed and acknowledged Agreement for Sale (Memorandum of Sale and Escrow). The Agreement for Sale previously forward to you will be prepared by County Property Management for inclusion in the documents to be signed by the Seller. If the State of California tentatively approves the purchase of this property within one hundred twenty (120) days of the scheduled public hearing date or from the date a copy of a certified and signed Grant Deed and Escrow Instructions are received by the MBHCP, whichever is later, the Seller will receive monies from escrow as stated herein.</p> <p>The final sales price to be paid to the Seller will be adjusted upwards at the annual rate of 7% per year or .583% per month or fraction thereof from [Pulls public hearing date from above] until either the close of escrow or the recording of the Agreement for Sale. If the Seller does not execute the transfer documents within thirty (30) days after mailing and return them to [Pulls Escrow Office name], the commencement date for the accrual of interest will be adjusted from the date the MBHCP receives certified copies of the transfer documents from [Pulls Escrow Office name]. The payment of interest is not applicable on 1031 exchanges. ALSO, please note the adjusted sales price is to be distributed proportionately to the owners of record, as determined by [Pulls Escrow Office name].</p> <p>B) If tentative approval to record the Agreement for Sale is not received from the State of California within this period of time, the Seller has the option to cancel or can continue to hold the offer open until the State of California finally accepts the property. If the Seller elects to continue to hold the offer open, the sales price of [PROMPT (Final Price)] will continue to be adjusted upward at an annual rate of 7% per year or .583% per month or fraction thereof from [Pulls public hearing date from above] until close of escrow. If the Seller cancels before or after the irrevocable offer, no interest is paid.</p> <p>C) The property transferred must be free of all liens and encumbrances as described in the Preliminary Report issued by [Pulls Escrow Office name]. Any</p>

Code	Name	Text
		<p>portion of the property containing existing easements, as noted in the Preliminary Report, must total no more than 2% of the total land area or the acquisition will be subject to a renegotiation in the price or mutual termination of this offer to purchase. Buyer to make said determination of percentage of easements to total land area.</p> <p>D) The property must not be affected by any hazardous materials or waste, or will be subject to a renegotiation in price or mutual termination of this offer to purchase. The MBHCP will, at its expense, conduct a Phase 1 assessment on the property. Seller grants MBHCP the right to conduct a visual inspection of the property for these purposes.</p> <p>E) [Pulls Escrow Office name] is to record the Agreement for Sale on the date that the MBHCP specifies in writing to [Pulls Escrow Office name], and upon the receipt of funds with which to pay the Sellers. The payment to the Seller shall be made within three (3) days of the recording of the Agreement for Sale, shall include a Seller Estimated Closing Statement (including the interest payment) and shall be sent by overnight mail to the Seller. The Estimated Closing Statement shall include, but is not limited to, the amount of interest being paid, taxes paid, and any escrow fees paid by the Seller.</p> <p>WHEN THE AGREEMENT FOR SALE IS RECORDED, [Pulls Escrow Office name] MUST PROVIDE AN "INTERIM" CLOSING STATEMENT TO THE SELLER AND TO THE MBHCP.</p> <p>F) Seller will pay all real estate taxes due on the property until close of escrow, except if the State of California tentatively approves the property and an Agreement for Sale is recorded. If this event occurs, the Seller will only be responsible for taxes and assessments and any penalties or late fees due at the time the Agreement for Sale is recorded. The MBHCP will be responsible for all remaining taxes and assessments after this period of time and payment will be immediately made to the Kern County Tax Collector through [Pulls Escrow Office name] either after the recording of the Agreement of Sale or at close of escrow, whichever occurs first.</p> <p>G) Provided sufficient funds have been deposited by MBHCP no later than two (2) weeks prior to the due date of real estate taxes, if penalties are incurred because the real estate taxes are not paid by [Pulls Escrow Office name] before the delinquency date, [Pulls Escrow Office name] shall be responsible for the payment of all penalties incurred because of the late payment.</p> <p>H) Upon receipt of the Certificate of Acceptance from the State of California, Wildlife Conservation Board, [Pulls Escrow Office name] shall record the Grant Deed and close escrow within seven (7) days of receipt of the Certificate of Acceptance, and shall send a Final Estimated Closing Statement to the MBHCP immediately upon receipt of the Certificate of Acceptance, with the amount of funds needed to close.</p> <p>Seller will complete the Disclosure and Request for Consideration of Land application either prior to the scheduled MBHCP hearing or prior to signing of transfer documents. The Disclosure and Request for Consideration of Land application has</p>

Code	Name	Text
		been previously forwarded to County Property Management for inclusion of documents to be signed by the Seller.
memo01	Memorandum Items	MATTERS OF MEMORANDUM WITH WHICH ESCROW HOLDER IS NOT TO BE CONCERNED, but are items of agreement between parties, these items are not intended to modify or supersede that original purchase contract which parties have executed outside of this escrow.
mh01	MH – Note & Trust Deed-New Loan	<p>NEW LOAN: Buyer to execute a new First Trust Deed and Note, to record on your usual form, dated during escrow, in the amount of \$[Pulls Loan Amount], in favor of [Pulls Lender Name], OR ORDER, payable at the place as designated by holder hereof, at the rate of [Pulls Interest Rate]% [fixed or adjustable] per annum, payable at \$[Pulls Principal and Interest] per month, or more, to include [Prompts if payment includes principal, interest, taxes or insurance] beginning [Calculations from the First Payment date] days after close of escrow, and continuing monthly until [Calculations from the Last Payment date] years after close of escrow, at which time the remaining unpaid principal balance and interest accrued thereon shall be immediately due and payable. Escrow Holder is authorized and instructed to endorse said Note with the date interest is to accrue, insert the appropriate payment dates and the maturity date on the face of the Note, over and above the signatures of the Buyer, at close of escrow without further approval from the parties herein.</p> <p>Escrow Holder is relieved of any and all liability and/or responsibility with respect to the terms and conditions of said Note and Deed of Trust including, but not limited to, the validity, sufficiency, enforceability, and/or collectability of same. The undersigned hereby acknowledge they have been advised by Escrow Holder to seek their own independent counsel as to all matters concerning the recital(s), if any, contained therein.</p> <p>The parties hereto recognize and acknowledge that the comprehensive National Energy Policy Act of 1992, effective January 1, 1992, provides in part that in the event this transaction involves a seller-financed residential sale and if either Buyer or Seller, or both, claim a deduction for qualified residential interest, or if any person receives or accrues interest from seller-provided financing, such person (both payor and payee) shall include on his or her tax return the name, address, and taxpayer identification number of the person to whom (from whom) the interest is paid (or received). Exchange of tax identification numbers between Buyer and Seller shall be made by the parties.</p>
mh02	MH – Security Agreement & Note-New Loan	<p>NEW LOAN: Buyer to execute a Security Agreement and Promissory Note, on your usual form, dated during escrow, in the amount of \$[Pulls Loan Amount], in favor of Seller, herein as their interest may appear of record, payable at the place as designated by holder hereof, with interest from the close of escrow at the rate of [Pulls Interest Rate]% per annum, payable at \$[Pulls Principal and Interest] per month, to include [Prompts if payment includes principal, interest, taxes or insurance], beginning [Calculations from the First Payment date], and continuing monthly until [Calculations from the Last Payment date] years after close of escrow, at which time the remaining unpaid principal balance and interest accrued thereon shall be immediately due and payable. Escrow Holder is authorized and instructed to endorse said Note with the date interest is to accrue, insert the appropriate payment dates</p>

Code	Name	Text
		<p>and the maturity date on the face of the Note, over and above the signature of the Buyer, at close of escrow without further approval from the parties herein.</p> <p>Escrow Holder is relieved of any and all liability and/or responsibility with respect to the terms and conditions of said Security Agreement/Note including, but not limited to, the validity, sufficiency, enforceability, and/or collectability of same. The undersigned hereby acknowledge they have been advised by Escrow Holder to seek their own independent counsel as to all matters concerning the recital(s), if any, contained therein.</p> <p>The parties hereto recognize and acknowledge that the comprehensive National Energy Policy Act of 1992, effective January 1, 1992, provides in part that in the event this transaction involves a seller-financed residential sale and if either Buyer or Seller, or both, claim a deduction for qualified residential interest, or if any person receives or accrues interest from seller-provided financing, such person (both payor and payee) shall include on his or her tax return the name, address, and taxpayer identification number of the person to whom (from whom) the interest is paid (or received). Exchange of tax identification numbers between Buyer and Seller shall be made by the parties.</p>
mh03	MH - Buyer and Seller to Pay their Own Closing Costs	BUYER AND SELLER TO PAY THEIR OWN CLOSING COSTS: Buyer and Seller shall pay their own closing costs as listed on their estimated closing statement, which is subject to change.
mh04	MH – Health and Safety Code Clearance	THIS ESCROW IS NOT CONTINGENT: Close of escrow shall take place upon receiving a Health and Safety Code clearance. This clearance pertains to manufactured homes not 1-4 Residential home transactions.
mh05	MH – HCD Transfer	HCD – PARTIES ARE AWARE: HCD can take up to one hundred twenty to one hundred eighty (120-180) days to transfer title on a mobile home. There will be no communication from HCD to the buyer during this time. Escrow Holder is holding Seventy-Five And No/100 Dollars (\$75.00) from the seller at close of escrow in the event additional funds are needed for HCD to transfer title on the mobile home. Any excess will be refunded to the seller after title has transferred to the buyer.
mh06	MH – Title Insurance - Registered Owner	TITLE INSURANCE - BUYER IS AWARE: They will receive a Title Policy at the close of escrow naming them as the registered owner of the mobile home.
mh07	MH – No Title Insurance - Registered Owner	TITLE INSURANCE – BUYER IS AWARE: They will NOT receive a Title Policy at the close of escrow naming them as the registered owner of the mobile home.
mh08	MH – Installation and Delivery, etc.	<p>The manufactured home is to be delivered and installed at the situs address shown herein.</p> <p>If the manufactured home is to be located in a Manufactured Home park, then this escrow is contingent upon Buyer(s) receiving approval by the Park Management for the manufactured home described herein to be placed in and remain in said location for at least one (1) year. A statement, signed by the Buyer(s) indicating that the Buyer(s) has agreed to the terms of the park's rental/lease agreement as well as the</p>

Code	Name	Text
		<p>rules and regulations of said park, shall be delivered into escrow prior to the close of escrow.</p> <p>or</p> <p>Mobilehome/Manufactured Home not subject to 18613 installation requirements:</p> <p>If mobilehome/manufactured home is not subject to installation and inspection requirements of Section 18613 of the Health and Safety Code, a statement signed by both buyer and seller indicating that the mobilehome/manufactured home has been delivered.</p> <p>THIS ESCROW SHALL NOT CLOSE UNTIL the following has been satisfied in its entirety: The manufactured home purchased has been delivered to the site shown herein, and the Buyer(s) will, at their convenience, actually and physically perform the installation of the manufactured home and any accessory structures, and that escrow may close and funds be disbursed upon delivery of the manufactured home. Delivery shall be evidenced to the Escrow Holder by receipt of a signed delivery statement from the Buyer(s) herein.</p> <p>CLOSING COSTS: Buyer and Seller agree to pay on demand, whether or not this escrow closes, all fees incurred by Escrow Holder on their behalf and Escrow Holder's usual escrow fees and charges as set forth on estimated statement of fees and charges attached hereto.</p> <p>SCHOOL DISTRICT FEES: Any fee, charge, dedication, or other requirement levied pursuant to section 17620 of the Education Code which is a condition of the issuance of any document certifying or approving occupancy based on an inspection made pursuant to subdivision (a) of Section 18551 of the Health and Safety Code, will be paid to the appropriate school district at the close of escrow.</p> <p>POSSESSION: Buyer is aware and understands that possession of the subject Manufactured Home will not, under any circumstances, be given to the buyer prior to the close of escrow. Buyer is also aware and understands that the keys to the home will not be provided until close of escrow. Buyer(s) Initials: (_____) (_____)</p> <p>SALES TAX: Parties hereto are aware that remittance of sale/use tax to the California Department of Tax and Fee Administration (CDTFA) is the responsibility of the seller/dealer and that the sales tax collected from the buyer through this escrow is to be disbursed to the seller/dealer at the close of escrow.</p> <p>DESIGNATED DEPOSIT: To comply with Section 18035 of the Health and Safety Code, the parties are aware that the buyer's deposit of funds shall be held in this escrow in the event of a dispute between parties. Those funds described as deposits shall be held in escrow until such time as a release is signed by the parties, or pursuant to new written escrow instructions signed by the parties, or pursuant to a final order for payment or division by a court of competent jurisdiction. Buyer(s) Initials: (_____) (_____)</p> <p>Of the "total consideration", the amount of \$[PROMPT (Enter the amount designated for tear down, delivery, return and related expenses)] is designated for tear down, delivery, return and related expenses. This unit is to be delivered</p>

Code	Name	Text
		<p>and set-up. If for any reason this unit is refused after having authorized delivery, the designated deposit of \$[Pulls in the answer from above] will be forfeited to [Pulls in Seller's name].</p> <p>Right to Have Funds Held in Escrow in Event of Dispute: Pursuant to California Health and Safety Code Section 18035, the parties to this escrow have the right to request that funds be held in escrow in the event of a dispute by submitting a written request to Escrow Holder to hold the funds in escrow.</p> <p>Upon receiving written notice from a party to the escrow of a dispute, Escrow Holder shall inform the parties of their right to have funds held in escrow when a party delivers a written request to Escrow Holder instructing Escrow Holder to hold funds denoted as the deposit.</p>
nocash01	No Cash Out Loan	<p>Escrow Holder is advised that this is a NO CASH OUT LOAN and any funds [PROMPT IF (Includes excess amount)=True, in excess of [PROMPT (Excess funds amount)]] remaining from the loan proceeds at close of escrow, shall be paid to lender as a principal reduction.</p>
nonres01	Non-Resident Alien	<p>The Foreign Investment in Real Property Tax Act (FIRPTA), Title 26 U.S.C., Section 1445, and the regulations there under, provide in part, that a transferee (buyer) of a U.S. real property interest from a foreign person must withhold a statutory percentage of the amount realized on the disposition, report the transaction and remit the withholding to the Internal Revenue Service (IRS) within twenty (20) days after the transfer. [Pulls Escrow Office name] will not determine nor aid in the determination of whether the FIRPTA withholding provisions are applicable to the subject transaction, nor act as a Qualified Substitute under state or federal law, nor furnish tax advice to any party to the transaction. [Pulls Escrow Office name] will not determine nor aid in the determination of whether the transaction will qualify for an exception or an exemption and is not responsible for the filing of any tax forms with the IRS as they relate to FIRPTA, nor responsible for collecting and holding of any documentation from the buyer or seller on the buyer's behalf for the purpose of supporting a claim of an exception or exemption. [Pulls Escrow Office name] is not an agent for the buyer for the purposes of receiving and analyzing any evidence or documentation that the seller in the subject transaction is a U.S. citizen or resident alien. [Pulls Escrow Office name] is not responsible for the payment of this tax and/or penalty and/or interest incurred in connection therewith and such taxes are not a matter covered by the Owner's Policy of Title Insurance to be issued to the buyer. [Pulls Escrow Office name] is not responsible for the completion of any IRS documents or related forms related to the referenced statute. The buyer is advised: they must independently make a determination of whether the contemplated transaction is subject to the withholding requirement; bear full responsibility for compliance with the withholding requirement if applicable and/or for payment of any tax, interest, penalties and/or other expenses that may be due on the subject transaction; and they are responsible for the completion of any and all forms, including but not limited to applicable IRS documentation, and the mailing of those forms. The Buyer is advised any forms, documents, or information received from [Pulls Escrow Office name] is not tax or legal advice and should not be construed as such nor treated as a complete representation of FIRPTA requirements. Buyer should</p>

Code	Name	Text
		seek outside counsel from a qualified individual to determine any and all implications of the referenced statute.
notall01	Notary Guidelines for All Documents	The undersigned parties are herein made aware that [Pulls Escrow Office name] requires that all documents that require a Notary be signed with an employee of [Pulls Escrow Office name], or signed with Bancserv (outside signing company), or signed with a Corporate approved notary. PLEASE NOTE THERE ARE NO EXCEPTIONS TO THESE GUIDELINES AND IT IS STRONGLY RECOMMENDED THAT ARRANGEMENTS ARE MADE EARLY IN THE ORDER TO AVOID DELAYS IN CLOSING THE TRANSACTION.
notepo01	Note Prepared Outside of Escrow	The undersigned parties have handed escrow a Note secured by a Deed of Trust in the amount of [PROMPT (Enter the amount of the Note)] dated [PROMPT (Enter the date of the Note)], in favor of [PROMPT (Note in favor of)] and executed by [PROMPT (Note executed by)]. All parties agree that Escrow Holder did not prepare the Note and shall not be liable or responsible for the terms, validity and/or enforceability of the contents contained therein. In the event of a foreclosure, the parties are aware that [Pulls Escrow Office Name] may not perform the foreclosure services, and a substitute trustee may need to be designated.
notice01	Notice of Lien (Subject To – Pay Amounts Due At Closing)	<p>Buyer is aware and acknowledges that there is/are currently a lien(s) in favor of [Pulls Existing Lien Mortgagee] on the subject property as shown in that certain Preliminary Report dated [Pulls Commitment Effective date] and shown as item(s) [PROMPT (To select requirements/exceptions)] (a copy of said lien(s) is attached hereto and made a part hereof). Buyer has read, understands and approves that the existing violations) shall remain on the subject property and agrees to take title subject to the lien(s). Seller shall pay the existing violation amounts and penalties accrued thereon, if any, however any work required to cure said violation will not and shall not be performed by the Seller. Any and all work required and future inspection fees shall be paid by the buyer outside of escrow.</p> <p>Buyer further acknowledges and authorizes [Pulls Title Company name] to show the subject lien(s) on the Owner's Policy of Title Insurance being issued in connection with this transaction.</p> <p>Buyer agrees to hold Escrow Holder, Title Company, Seller and Broker/Agents harmless and without recourse in connection with the liens or their effect on the subject property.</p>
notice02	Notice of Lien (Subject To - With No Payments at COE)	<p>Buyer is aware and acknowledges that there is/are currently a lien(s) in favor of [Pulls Existing Lien Mortgagee] on the subject property as shown in that certain Preliminary Report dated [Pulls Commitment Effective date] and shown as item(s) [PROMPT (To select requirements/exceptions)] (a copy of said lien(s) is attached hereto and made a part hereof). Buyer has read, understands and approves that the existing violation(s) shall remain on the subject property and agrees to take title subject to the lien(s).</p> <p>Buyer further acknowledges and authorizes [Pulls Title Company name] to show the subject lien(s) on the Owner's Policy of Title Insurance being issued in connection with this transaction.</p>

Code	Name	Text
		Buyer agrees to hold Escrow Holder, Title Company, Seller and Broker/Agents harmless and without recourse in connection with the liens or their effect on the subject property.
onechk01	One Proceeds Check	[If Purchase-Seller; Else Borrower] proceeds will be disbursed in the form of one check payable to the order of all [If Purchase-Sellers; Else Borrowers] unless Escrow Holder is provided with written instructions from all [If Purchase-Sellers; Else Borrowers] to do otherwise. Such checks require the personal endorsement of all payees to be negotiable.
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.
onlyb01	Only Binding Agreement	These instructions and all further fully signed amendments to these instructions constitute the only agreement between buyer and seller concerning the real property subject to this escrow and also constitute an enforceable agreement whereby seller agrees to sell the subject property to buyer, and buyer agrees to purchase subject property from seller.
op01	Owner's Policy	Escrow Holder to issue a CLTA Owner's Policy of Title insurance on subject property at the close of escrow and not an ALTA Homeowner's Policy of Title Insurance. Property does not qualify for an ALTA Homeowner's Policy.
open01	Opening Date of Escrow	The opening date of this escrow shall be the date that Escrow Holder received identical instructions, executed by both Buyer and Seller herein. Escrow Holder shall so notify both parties as to said opening date.
order01	Order Confirming Sale Required	Consummation of this escrow is contingent upon the Seller procuring a Court Order Confirming Sale to the Buyer. Seller shall cause to be deposited into escrow a court-certified copy of the Court Order Confirming Sale for recording at Seller's expense.
paymt01	Payments of Bills Through Escrow – Lender Requires Bills to be Paid in Full	Escrow Holder does not guarantee payment in full on any of the bills paid through escrow. Per Lender's instructions, the title company is paying bills based on the latest available statement(s) as provided by Borrower(s).
pbate01	Probate	<p>This escrow is contingent upon the Probate Court granting a PERSONAL REPRESENTATIVE power to administer the decedent's estate under the Independent Administration of Estates Act (Probate Section 591.4). Such "Personal Representative" must comply with all statutory requirement of the Act. Therefore, before [Pulls Escrow Office name] will be able to insure this transaction, [Pulls Escrow Office name] must be furnished with the following:</p> <ol style="list-style-type: none"> 1. A certified copy of the personal representative's Letters Testamentary. 2. Copy of Notice of Proposed Action. 3. A letter from the attorney for the Estate stating no federal estate taxes are due.

Code	Name	Text
		<p>These requirements are the minimum. Each case is considered on an individual bases and additional material may need to be furnished to [Pulls Escrow Office name] prior to its issuance of insurance.</p> <p>The Grant Deed to record to recite the following:</p> <p>"This Deed is being recorded pursuant to the Independent Administration Probate Case No. [PROMPT (Enter the Probate Case No.)]."</p>
pflap01	Payoff Loans on Another Property	<p>Escrow Holder is hereby instructed to payoff loan with [Pulls Payoff Lender Name] secured by property commonly known as [PROMPT (Enter address of property for loan to be paid off)]. We understand that [Pulls Escrow Office name] is paying in full said loan at the request of our new lender.</p> <p>We further understand that [Pulls Escrow Office name] has not reviewed nor issued a Preliminary Title Report for the subject property with regard to the conditions of title and paying off the loan referred to above at the instruction of the new lender only.</p> <p>Escrow Holder is hereby authorized and instructed to payoff said loan in escrow based on the written payoff statement to be provided by [Pulls Payoff Lender Name]. Parties understand and agree that payment of said demand shall be as an accommodation only. [Pulls Escrow Office name] is hereby relieved of any liability and/or responsibility in connection with said payoff other than compliance with said written demand statement and new lenders instructions issued by [Pulls Lender Name]. It will be the sole responsibility of the undersigned to verify that the Full Reconveyances of the Deed of Trust securing same has been recorded at the County Recorder's office.</p>
poa01	Power of Attorney	<p>I hand you herewith a [PROMPT (Enter type of POA)] Power of Attorney executed by the undersigned and naming [PROMPT (Enter the name of the person appointed as Attorney-in-Fact)] as my Attorney-in-Fact. [Pulls Escrow Office name] is hereby instructed to accept the instructions of [Pulls person appointed answer] in this escrow and to act upon same as though given by me personally. [Pulls Escrow Office name] is further instructed to accept his/her signature on my behalf as approval of all documents and instructions in this escrow.</p>
poc01	POC Charges	<p>The items indicated by "P.O.C." or "PAID" or "*" are included at the direction of the Lender for disclosure purposes only. The Escrow Holder/Settlement Agent has no knowledge of these expenditures, except as provided by the Lender. They have not and cannot be verified as to the amount, the payee, nor actual payment and no liability is assumed by the closing agent as to the validity and/or sufficiency thereof.</p>
prelim01	Prelim Approval	<p>This escrow and buyer's and seller's obligations herein are contingent upon the buyer's approval of the items in the preliminary report to which buyer's title will be subject, within [PROMPT (Enter the number of calendar days that buyer has to approve items)] calendar days of buyer's receipt thereof, sent by certified mail, return receipt requested. In the event the preliminary report is personally delivered, a return receipt shall be requested.. If written disapproval of any matter is not delivered to Escrow Holder within the time specified above, then all such matters shall be deemed approved and this contingency satisfied.</p>

Code	Name	Text
prelim02	Preliminary Report Approval	The closing of this escrow is contingent upon the Buyer's approval of the preliminary report issued by [Pulls Underwriter name] dated [Pulls Commitment Effective date] including Covenants, Conditions and Restrictions, if any, on subject property, within [PROMPT (Enter the number of calendar from Buyer's receipt of document)] days from Buyer's receipt thereof. Such approval to be given to Escrow Holder in writing.
prepay01	Prepayment Penalty - Broker Arranged	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	Prepayment Penalty - Non-Broker Arranged	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	Prepayment Penalty - Non-Residential	In the event of any principal prepayment, there shall be a penalty assessed in the amount of \$[Pulls Maximum Prepayment Penalty Amount].
prop01	Property Disclosure Report	Seller, at their expense and prior to escrow closing, shall provide to Buyer a property disclosure report covering subject property. Escrow Holder shall order said disclosure report through any reliable company and pay premium for it from Seller's Account at the close of this Escrow.
prpvs01	Partial Release Provisions	PARTIAL RELEASE PROVISIONS: 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: [PROMPT (Insert the amounts due and the parcels or properties to be released upon receipt of payment)] Principal payments shall apply to release payments and release payments shall apply to the reduction of the principal sum.
releas01	Release for Contingencies	By signature hereto, Buyer acknowledges and confirms that all contingencies of this Escrow have been met and are satisfied and released in their entirety, regardless of any time limits previously shown, including the investigation of subject property. Escrow Holder is authorized and instructed to proceed with the Close of Escrow without further approval or authorization pertaining to same.

Code	Name	Text
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>
rent01	Rent	<p>You are to hold from Seller's account [PROMPT (Enter the number of days of rent being held)] days of rent at \$[PROMPT (Enter the rent amount per day)] per day to be disbursed on a per diem upon receipt of instructions from Buyer and Seller or their Agents. In the event of dispute or controversy, you are to withhold said funds, without liability, until you have received mutual instructions from Buyer and Seller or their Agents authorizing said disbursement.</p>
rent02	Rent Statement/ Prorations	<p>Seller shall provide a current Rent Statement covering the subject property and same shall be approved by Buyer prior to the close of escrow. [Pulls Escrow Office name] is instructed to prorate the rents and credit Buyer the security deposits set forth therein.</p>
rent03	Rent to Buyer Prior to Close	<p>As a matter of agreement between Buyer and Seller herein, Buyer shall be given possession of property which is the subject of this escrow on [PROMPT (Enter the date the Buyer is to be given possession of the property)], on a rental basis of \$[PROMPT (Enter the rental amount)] per month. Said rent shall be paid into escrow prior to close and pro-rated from above-shown date to the close of escrow, with the Seller's account being credited accordingly. The rents so paid shall NOT apply toward the total consideration herein.</p> <p>Buyer and Seller do hereby hold [Pulls Escrow Office name] harmless and waive any and all liability on the part of the Escrow Holder to secure fire or other insurance on behalf of Buyer and Seller. The parties hereto shall contact their own insurance agent outside of escrow or make an agreement with the agent on the present insurance policy to afford protection prior to close of escrow.</p>
rent04	Rentback By Seller	<p>Seller agrees to pay rent at the rate of \$[PROMPT (Enter the rent rate the Seller is to pay post-closing)] per day from close of escrow to date property is vacated by Seller which represents [PROMPT (Enter the number of days that seller will pay rent)] days. [Pulls Escrow Office name] is hereby instructed to hold \$[PROMPT (Enter amount to be withheld from Seller's proceeds)] from proceeds due Seller at close of escrow, which represents [PROMPT (Enter the number of days of rent that is being held from Seller's proceeds)] days rent.</p> <p>Said funds are to be disbursed in accordance with joint instructions from Buyer and Seller or their agents. In the event Seller remains in the property after [PROMPT (Enter the date after which additional rent due shall be paid outside of escrow)] any</p>

Code	Name	Text
		additional rent due Buyer will be paid outside of escrow, and [Pulls Escrow Office name] is not to be concerned with same.
rent05	Rentback To Seller at No Cost	RENTBACK AT NO COST: It is agreed between the parties hereto that the Seller may remain in the property [PROMPT (Is Seller to remain in the property for specific number of days?)] [If checked] for [PROMPT (Enter the specific number of days the Seller is to remain in the property)] calendar days after close of escrow at no cost. [If unchecked] until [PROMPT (Enter the date the Seller may remain in the property at no cost)] at no cost. In the event that they stay in the property after said date, any arrangement for rent will be handled outside of escrow and [Pulls Escrow Office name] will not be concerned.
repair01	Repairs/Inspection Bills	Escrow Holder may rely on the fact that any repairs and/or inspection bills submitted into escrow by seller, buyer or their agents, have been previously approved by the appropriate parties and Escrow Holder is authorized and instructed to debit the respective parties' accounts at the close of escrow without further approval.
resid01	Residential Reports	The undersigned hereby acknowledge and agree, it is the responsibility of the parties to this escrow to determine whether the furnishing of a Report of Residential Property Records and Pending Special Assessment Liens under local ordinance as authorized by Sections 258846 and 38780, et seq, of the Government Code of the State of California is required.
right01	Right to Legal and Financial Advice Prior to Closing	You are entering into a real estate transaction for the sale, purchase and/or financing of real estate, which may result in legal rights, obligations and tax consequences. You each are urged to seek the advice of a licensed attorney and/or certified public accountant of your choosing prior to completing this transaction. By signing below, each of us acknowledge that we have not received any legal or financial advice from [Pulls Escrow Office name] or its EMPLOYEES with regard to the subject matter of this escrow, any contracts previously entered into, or as to the legal effect of any documents which are a part of the closing.
roof01	Roof Report	Buyer and Seller hereby acknowledge that they have received a copy of that certain roof report issued by [PROMPT (Enter name of company that issued roof report)], dated [PROMPT (Enter date of roof report)], and hereby state that they have read and approved same. Seller to pay the cost of work to said roofing company through escrow.
scb01	Seller Carry Back	<p>Buyer's execution of the Deed of Trust and Note secured thereby in favor of [Pulls in Seller's name] shall serve as Buyer's full approval of all terms, recitals, and conditions contained therein. Seller's signature on copies of same shall serve as Seller's full approval of all terms, recitals, and conditions contained therein.</p> <p>Escrow Holder is relieved of any and all liability and/or responsibility with respect to the terms and conditions of said Note and Deed of Trust including, but not limited to, the validity, sufficiency, enforceability, and/or collectability of same. The undersigned hereby acknowledge they have been advised by Escrow Holder to seek their own independent counsel as to all matters concerning the recital(s), if any, contained therein.</p> <p>The parties hereto recognize and acknowledge that the comprehensive National Energy Policy Act of 1992, effective January 1, 1992, provides in part that in the event</p>

Code	Name	Text
		this transaction involves a seller-financed residential sale and if either Buyer or Seller, or both, claim a deduction for qualified residential interest, or if any person receives or accrues interest from seller-provided financing, such person (both payor and payee) shall include on his or her tax return the name, address, and taxpayer identification number of the person to whom (from whom) the interest is paid (or received). Exchange of tax identification numbers between Buyer and Seller shall be made by the parties.
scb02	Seller Carry Back – Note & Trust Deed- New Loan	<p>Buyer to execute a new First Trust Deed and Note, to record on your usual form, dated during escrow, in the amount of \$[Pulls Loan Amount], in favor of [Pulls Lender Name], OR ORDER, payable at the place as designated by holder hereof, at the rate of [Pulls Interest Rate]% [fixed or adjustable] per annum, payable at \$[Pulls Principal and Interest] per month, or more, to include [Prompts if payment includes principal, interest, taxes or insurance] beginning [Calculations from the First Payment date] days after close of escrow, and continuing monthly until [Calculations from the Last Payment date] years after close of escrow, at which time the remaining unpaid principal balance and interest accrued thereon shall be immediately due and payable. Escrow Holder is authorized and instructed to endorse said Note with the date interest is to accrue, insert the appropriate payment dates and the maturity date on the face of the Note, over and above the signatures of the Buyer, at close of escrow without further approval from the parties herein.</p> <p>Escrow Holder is relieved of any and all liability and/or responsibility with respect to the terms and conditions of said Note and Deed of Trust including, but not limited to, the validity, sufficiency, enforceability, and/or collectability of same. The undersigned hereby acknowledge they have been advised by Escrow Holder to seek their own independent counsel as to all matters concerning the recital(s), if any, contained therein.</p> <p>The parties hereto recognize and acknowledge that the comprehensive National Energy Policy Act of 1992, effective January 1, 1992, provides in part that in the event this transaction involves a seller-financed residential sale and if either Buyer or Seller, or both, claim a deduction for qualified residential interest, or if any person receives or accrues interest from seller-provided financing, such person (both payor and payee) shall include on his or her tax return the name, address, and taxpayer identification number of the person to whom (from whom) the interest is paid (or received). Exchange of tax identification numbers between Buyer and Seller shall be made by the parties.</p>
seism01	Seismic Studies Zone	Buyer is aware that [Pulls Property County] County is one (1) of twenty-two (22) counties in the State of California that is designated as a seismic study zone.
seller01	Seller's Charges	Escrow Holder is instructed to debit the Seller's account and pay the Seller's usual costs and charges, including, but not limited to: Seller's portion of the escrow fee, Owner's Policy of Title Insurance premium, document preparation, documentary transfer tax and recording fee for reconveyance (if any). In the event the Buyer's new loan is an FHA or VA loan, charges shall be debited to the Seller in accordance with FHA and VA regulations.
short01	Short Sale Estimate	Please be advised that this is an Estimate Only and is being prepared for the benefit of obtaining a short sale approval from the existing lien(s) holder(s) of the subject

Code	Name	Text
		property and is subject to change upon verification of any additional taxes, homeowners association dues/liens or any other liens and or amounts that may become due.
short04	Shortpay Provision	<p>Close of this transaction is subject to Seller's/Borrower's successful negotiation with the lender(s) of record to accept a payoff for less than the actual amount(s) owed. The settlement agent is in receipt of written short pay approval(s). Seller/Borrower has read and approved the short pay approval(s) which is considered their authorization to close.</p> <p>As a condition of the short sale which is the subject of this transaction, settlement agent may be required to sign an affidavit or addendum to the lender's short pay agreement. Buyer and Seller acknowledge the settlement agent agrees to sign the affidavit or addendum provided the assurances are true and correct. If settlement agent becomes aware of a fact(s) which contradicts the statements affirmed in the affidavit or addendum, Buyer and Seller authorize the settlement agent to disclose such fact(s) to the short sale lender(s).</p> <p>Buyer and Seller further acknowledge any contradictions may impose additional requirements upon them to induce settlement agent to close the short sale and for the title company to insure the new Buyer and their lender (if applicable). Buyer and Seller agree to cooperate with the settlement agent and the title company to satisfy any such requirements. If any information affirmed by any of the principals proves to be false, it shall be the responsibility of the breaching principal to defend the settlement agent and the title company.</p> <p>A short payoff may have serious legal and/or tax consequences. By signing below, each of us acknowledges that we have not received any legal or financial advice from [Pulls Escrow Office Name] or its EMPLOYEES with regard to the subject matter of this escrow, any contracts previously entered into, or as to the legal effect of any documents which are a part of the closing. We understand that each of us have the right to obtain such advice from professionals of our own choosing prior to closing and acknowledge that we have either obtained such advice, or have elected not to do so.</p>
slrcr01	Seller Credit Towards Closing Costs	In accordance with contract Seller to credit Buyer \$[PROMPT (Amount of credit towards closing costs)] towards closing costs. In accordance with Lender Instructions said credit cannot exceed actual recurring and nonrecurring costs, [Pulls Escrow Office name] is hereby authorized to adjust and reduce said credit, if necessary, at time of final audit in order to comply with Lender's Instructions, without further authorization from the undersigned parties.
spcltx01	Special Property Tax Assessment – Paid	Per the county tax collector a supplemental assessment of the property which is the subject of this escrow occurred on December 12, 2012 . As a result of the re-assessment, the Seller received a refund in the amount of \$333.00 (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 \$3,333.00 .
spcltx02	Special Property Tax Assessment – Unpaid	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

Code	Name	Text
		<p>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 directly and outside of escrow between Buyer and Seller.</p>
specia01	Special Recording Notice	<p>In the event the documents in this escrow are recorded subsequent to the regular recording time of 8:00 a.m., [If Purchase 'Buyer and Seller are', else 'Borrower is'] aware that funds may not or will not be available for disbursement for the payment of liens, proceeds or commission until the following business day and that no interest will be earned on such funds.</p>
spous01	Spousal Interest	<p>The undersigned buyer is a married person and has elected to take title to the property that is the subject of this transaction without a deed conveying the presumptive community interest of their spouse. As a result, the final policy of title insurance issued to the buyer will be subject to that presumptive community interest.</p>
stmcl01	Statement and/or Clarifications	<p>[Prompt (Enter date contingency with regard to Investigations is to be released by); this verbiage will show only if this prompt is answered]Buyer to remove the contingency with regard to Investigations; approve all disclosures, reports and other applicable information - to be released by [Prompt answer].</p> <p>[Prompt (Enter date contingency with regard to the New Loan is to be released by); this verbiage will show only if this prompt is answered]Buyer to remove the contingency with regard to the New Loan - to be released by [Prompt answer].</p> <p>[Prompt (Enter date contingency with regard to the property appraising is to be released by); this verbiage will show only if this prompt is answered]Buyer to remove the contingency with regard to the property appraising as no less than the total purchase price - to be released by [Prompt answer].</p> <p>[Prompt (Check box if Loan/Appraisal contingency remain until funding); this verbiage will show only if this prompt is checked]The Loan and Appraisal Contingency shall remain in effect until the designated loan is funded. Escrow Holder's receipt of the loan proceeds shall release this contingency.</p> <p>[Prompt (Enter the escrow number of the concurrent closing, if applicable); this verbiage will show only if this prompt is answered]The Agreement is contingent on the close of escrow of [Prompt answer] property described as: [Prompt (Property described as)]. The recording of the Grant Deed in that transaction shall release this contingency.</p> <p>Please note this paragraph is for convenience purposes only. Escrow Holder will not be tracking the contingency time periods and will proceed upon receipt of all funds and documents necessary to close.</p>
stminf01	Statement of Information	<p>The [Prompt (Is this for the Seller). If true will pull in 'Seller' else 'Buyer'] in the above referenced transaction has not provided a completed Statement of Information as previously called for pursuant to the terms of the Purchase Agreement. As such, Escrow Holder is instructed to forward the [Pulls Prompt answer from above] completed Statement of Information to title once received, if required.</p>

Code	Name	Text
subdv01	Subdiv - Ackn of Public Report - Common Interest	Buyer acknowledges having received and read a copy of the Real Estate Commissioner's Final Public Report for the subdivision outside of escrow. Buyer further acknowledges receipt of a copy of the CC&Rs, Articles of Incorporation and Bylaws for the Homeowners Association.
subdv02	Subdiv - Ackn of Public Report - Standard Subdivision	Buyer acknowledges having received and read a copy of the Real Estate Commissioner's Final Public Report for the subdivision outside of escrow.
subdv03	Subdiv - Buyer's Cancellation Right	If, through no fault of Buyer, this escrow is not closed within 365 days after escrow opening, a non-defaulting Buyer shall have the right to the return of all monies deposited by him into escrow upon demand, without deduction.
subdv04	Subdiv - Buyer's Cancellation Right - Third Party Charges	<p>If, through no fault of Buyer, this escrow is not closed within twelve (12) months from the date of escrow opening, Buyer may terminate this Agreement, cancel escrow, and, within fifteen (15) calendar days after Escrow Holder receives written notice of such termination and cancellation, receive a refund of all amounts Buyer has deposited into escrow, subject to Item B below. Before the close of escrow, Seller, in its sole discretion, may make material changes in the legal management documents for the development, changes in the overall development plan, or change the manner or content of any offering of residence in the development. In such case, Seller shall provide Buyer with written notice of such material change and Buyers may terminate this agreement, request cancellation of escrow, and receive a full refund of all amounts deposited hereunder. Buyer's failure to deliver written notice of termination to Seller within five (5) days after the receipt of Seller's material change notice constitutes a waiver of Buyer's right to terminate this agreement and cancel escrow in response to such change.</p> <p>Escrow Holder shall be authorized to disburse funds to third parties from Buyer's deposit for the following charges:</p> <ul style="list-style-type: none"> A. Credit Reports \$[Prompt (Credit Report Charge)] B. Escrow Services \$[Prompt (Escrow Services Charge)] C. Preliminary Title Reports \$[Prompt (Preliminary Title Reports Charge)] D. Appraisals \$[Prompt (Appraisal Charge)] E. Loan Processing Services \$[Prompt (Loan Processing Services Charge)] <p>Seller estimates that the total amount of the disbursements and charges contemplated by this paragraph shall be approximately \$[Totals Amounts from Above].</p> <p>If funds deposited by Buyer have been disbursed on the instructions of Seller as permitted by the then current Section 2791 of the Regulations of the Real Estate Commissioner, the funds expended shall be immediately reimbursed to escrow by Seller upon Seller's failure to perform within the twelve (12) month term of the escrow and these funds immediately refunded to Buyers from escrow.</p>
subdv05	Subdiv - CC&R Recital in Grant Deed	Buyer hereby approves the following which will appear on his acquisition deed: "Subject to the Covenants, Conditions and Restrictions set forth in that certain Declaration of Restrictions recorded [Prompt (Enter Date Declaration of Restrictions recorded)] , as [Prompt (Enter Recording Information)] , of Official Records of [Pulls in

Code	Name	Text
		Property County] County, all of which are incorporated herein by reference to said Declaration with the same effect as though fully set forth herein."
subdv06	Subdiv - Completion - Cluster Building	<p>The cluster residential structure which contains this lot's (Lot No. [Pulls in Property Lot]) living unit has been completed, as evidenced by a Notice of Completion (as defined in Civil Code Section 3093) being recorded covering all lots in this particular cluster (Lot Nos. [PROMPT (Enter other lot no(s) in this particular cluster)] of Tract No. [PROMPT TEXT (Enter Tract No. of the lot(s) in this particular cluster)]). Cluster residential structures are located on the following groups of lots in this subdivision:</p> <p>Lots [PROMPT TEXT (Enter lot no(s) of other cluster structures in this subdivision)].</p> <p>AND</p> <p>All common facilities and improvements on Common Area Lot No(s). [PROMPT TEXT (Enter Common Area lot nos.)) of Tract No. [PROMPT TEXT (Enter Tract No. of the lot(s) in the Common Area)] have been completed, as evidenced by a Notice of Completion (as defined in Civil Code Section 3093) being recorded covering all the foregoing improvements.</p> <p>AND</p> <p>The statutory period for recordation of all mechanics's lien claims has expired, or, the purchasers and the homeowners association are provided policies of title insurance with endorsements insuring against mechanic's liens.</p>
subdv07	Subdiv - Completion - Common Area NOC	<p>All common facilities and improvements on Common Area Lot No(s). [PROMPT (Enter Common Area lot nos.)), have been completed as evidenced by a Notice of Completion (as defined in Civil Code Section 3093) being recorded covering all of the common area improvements.</p> <p>AND</p> <p>The statutory period for recordation of all mechanics's lien claims has expired, or the purchaser and the homeowner's association are provided policies of title insurance in an amount not less than the cost of the completed improvements, with endorsements insuring against mechanic's liens.</p>
subdv08	Subdiv - Completion - Financial Arrngmts for Cmn Fac	<p>Subdivider has posted a financial security (BOND/LETTER OF CREDIT) in a form and amount acceptable to the Department of Real Estate (DRE) in compliance with the provisions of Section 11018.5 of the Business and Professions Code of the State of California to assure lien free completion of those common area improvements and facilities located on common area lot number(s) [PROMPT (Enter Common Area lot nos.))].</p> <p>A. Seller hereby warrants that the DRE Form [PROMPT (Enter DRE Form No.)) and financial security is valid as of the date of close of escrow, and hereby holds escrow harmless from any claims or losses incurred by any claims of invalidity of said security.</p>
subdv09	Subdiv - Completion - Private Road Improvements	<p>Escrow Holder is to be provided a statement by a licensed registered Civil Engineer stating that the private road known as [PROMPT (Private Road name)], has been improved and certified as completed to current County requirements. You are instructed to provide a copy of this statement to the Buyer and Seller. A copy of the</p>

Code	Name	Text
		letter in this file shall constitute the full satisfaction and removal of this contingency in its entirety.
subdv10	Subdiv - Conditional Public Report	<p>Escrow will not close, funds will not be released from the escrow and any interest contracted for and the subject of the escrow will not be conveyed until a current Final Public Report for the Subdivision is furnished to the Buyer.</p> <p>Furthermore, the entire sum of money paid or advanced by the Buyer shall be returned to the Buyer if the Final Public Report for the Subdivision has not been issued within six (6) months of the date of the issuance of the Conditional Public Report or the Buyer is dissatisfied with the Final Public Report because of a change pursuant to Business and Professions Code Section 11012.</p>
subdv11	Subdiv - Consent to Membership in HOA	By execution of these instructions, Buyer(s) consent to become a member of the Homeowners Association. Buyer has agreed pursuant to these instructions so that such membership shall pass with the passage of title to subject property.
subdv12	Subdiv - Phased Project	The parties acknowledge and agree that no escrow shall close for a sale of a lot in this phase (Phase [Prompt (Enter Phase lots cannot close in)]) of the project until at least one escrow has closed in Phase [Prompt (Enter Phase lots need to close in)] , the immediately preceding phase of the subdivision.
subdv13	Subdiv - Purch Money Handling - Rel Blnkt Enc	<p>Seller has complied with the purchase money requirements of Business and Professions Code Sections 11013, 11013.1, 11013.2 or 11013.4 as applicable, and Buyer will be provided a policy of title insurance showing the property is free and clear of any blanket encumbrances as defined in Section 11013.</p> <p>For purpose of compliance with Section 11013.2(a), a release from a blanket encumbrance resulting from a deed of trust or mortgage shall require satisfaction with either of the following:</p> <ul style="list-style-type: none"> A. an instrument has been duly recorded unconditionally reconveying and releasing the property being sold or leased from the lien or charge of such deed of trust; or B. the Buyer is notified that an agreement or demand constituting a release agreement as defined in Regulation 2791.1(b)(2)(A) has been duly deposited with the Escrow Holder and available to the Buyer upon request for each such deed of trust, and the Buyer will be provided a policy of title insurance insuring the Buyer against loss by reason of each such deed of trust.
subdv14	Subdiv - Purchase Money Handling - Rel Buyer Dep	<p>Seller understands that all purchase monies deposited into escrow by Buyer must be impounded in an escrow depository account until legal title can be conveyed to Buyer, except for such funds as Seller has covered by furnishing a bond to the State of California, Department of Real Estate (DRE) under RE Form 600 (A/B) Bond, which specifically covers the subject property and that any release of funds by escrow will be in reliance on said bond and the statements following which reliance by escrow is reasonable.</p> <ul style="list-style-type: none"> A. Seller hereby represents and warrants that the RE 600 Bond filed for this subdivision has been duly filed with the DRE, is valid on the date of and of an amount not to exceed the funds to be released in this escrow and the aggregate of all funds that may be released in respect of any other escrows in this subdivision.

Code	Name	Text
		B. Seller hereby agrees to defend and hold escrow harmless from any claims and losses incurred by reason of any claim or loss by reason that the representations and warranties above are not truthful on the date or dates of release of funds referred to above as well as any claims that on the date or dates of release of funds that the security had been cancelled or was not in a sufficient amount as well as any future claims of invalidity or insufficiency of said security.
subdv15	Subdiv - Subordination of CC&Rs	Escrow Holder has received written notice from a title company that each and every encumbrance, including without limitation, any mortgage or deed of trust, filed of record prior to the time of recording of the Covenants, Conditions and Restrictions or any amendments thereto, has been either (i) fully reconveyed or (ii) expressly subordinated to the Covenants, Conditions and Restrictions.
subdv16	Subdiv - Suitability for Septic Tank & Well	This escrow shall not close until the Buyer has received evidence satisfactory to Buyer that both a Septic Tank and Well is permissible on the subject property. Escrow shall not close until escrow has received a written instruction from the Buyer, acknowledging that this stipulation has been met.
subjto01	Subject To - No Beneficiary Statement	<p>Buyer and Seller have entered into an agreement outside escrow, which agreement in no way alters or amends this escrow except as you are hereinafter instructed to the effect that Buyer will acquire title encumbered by the Deed of Trust dated [Pulls Existing Lien Date] executed by [Pulls Existing Lien Mortgagor], as Trustor, in favor of [Pulls Existing Lien Mortgagee], Beneficiary, recorded [Pulls Existing Lien Recorded Date] in [Pulls Existing Lien Recording Information] Official Records, County of [Pulls Existing Lien County]; that Buyer has agreed to pay the loan secured thereby as the installments fall due; that in consummating this transaction Buyer has elected not to enter into any agreement with the Beneficiary to assume said loan; that Sellers acknowledge that their responsibility to said loan may continue; and do hereby provide escrow with the following figures:</p> <p>Unpaid Principal Balance \$[Pulls Existing Lien Unpaid Principal Amount]</p> <p>With Interest At The Rate Of [PROMPT (Interest Rate)]% Per Annum, Paid To [PROMPT (Enter to whom the installments shall be paid)], Payable In Installments Of \$[PROMPT (Enter the amount of the monthly payment on the existing lien)] With The Next Installment Due [PROMPT (Enter the date the next installment will be due)]</p> <p>[IF APPLICABLE IF THERE IS AN IMPOUND]</p> <p>And That There Is An Impound Account Having A Balance Of \$[PROMPT (enter the balance of the impound account)] For The Purpose Of Paying [PROMPT (Enter the purpose of the impound account)].</p> <p>[Pulls Escrow Office name] is instructed not to notify the Beneficiary, herein referenced, of this transaction and is further instructed not to order any statements of condition from said Beneficiary setting forth the present status of the loan mentioned above.</p> <p>You are instructed to use the figures shown above as having been agreed to by each of us in your settlement of this escrow in the same manner, and instead of the figures you would have obtained from the statement of condition which you have been instructed not to order.</p>

Code	Name	Text
		<p>UNDERSTANDING OF THE PARTIES AND INDEMNITY: BUYER AND SELLER EACH ARE AWARE THAT THE TRANSACTION TO BE CONSUMMATED IN THIS ESCROW MAY RESULT IN THE BENEFICIARY MENTIONED HEREIN ACCELERATING, OR ATTEMPTING TO ACCELERATE, THE MATURITY OF THIS LOAN; AND ARE ALSO AWARE THAT, WERE THESE INSTRUCTIONS NOT GIVEN, [PULL TITLE COMPANY] WOULD OBTAIN A STATEMENT OF CONDITION, WITHOUT WHICH THIS ESCROW WILL NOT KNOW ANY OF THE TERMS OF SAID LOAN OR IF THE LENDER WILL OR WILL NOT ACCELERATE THIS LOAN OR IF SAID LENDER WILL ACCEPT OR REFUSE PAYMENTS FROM THE BUYER. BOTH BUYER AND SELLER, AND EACH OF THEM TOGETHER AND INDIVIDUALLY, RELIEVE YOU OF ANY LIABILITY REGARDING SAID DEED OF TRUST AND THE NOTE SECURED THEREBY, INCLUDING BUT NOT LIMITED TO, ANY ALIENATION, ACCELERATION OR "DUE ON SALE" CLAUSES OR ANY PROVISIONS CONTAINED THEREIN FOR "BALLOON PAYMENTS" OR PERMITTING THE INTEREST RATE OR INSTALLMENTS DUE TO FLUCTUATE, OR ANY OF THE TERMS THEREOF, OR ANY LIABILITY FOR NOT OBTAINING A STATEMENT OF CONDITION OR ASSUMPTION STATEMENT, OR FOR ANY MATTER WHICH SUCH STATEMENT MIGHT DISCLOSE; AND JOINTLY AND SEVERALLY DO, AND AGREE TO, HOLD YOU HARMLESS FOR AND INDEMNIFY YOU AGAINST, AND AGREE TO DEFEND YOU AGAINST ANY CLAIMS WHATSOEVER ARISING THEREFROM AND ANY ATTORNEYS FEE, EXPENSES, OR COSTS INCIDENTAL THERETO.</p> <p>NOTICE: THIS DOCUMENT DEALS WITH THE RIGHTS AND OBLIGATIONS OF THOSE WHO SIGN IT. THE PARTIES MAY WISH TO CONSULT AN ATTORNEY BEFORE SIGNING.</p>
subjto02	Subject To - With Beneficiary Statement & Hold Harmless	<p>We, the undersigned, are in receipt of the Beneficiary's Statement from [Pulls Existing Lien Mortgagee] dated [PROMPT (Enter the date of the Beneficiary's Statement)], reference loan number [Pulls Existing Lien Loan Number].</p> <p>We are aware that upon the option of [Pulls Existing Lien Mortgagee] they may cause all sums remaining due on the Note secured by the above-referenced loan to become immediately due and payable.</p> <p>You are instructed to immediately proceed to close this escrow without the written consent of [Pulls Existing Lien Mortgagee] with reference to the conveyance of the property that is the subject of this escrow, and with reference to their encumbrance.</p> <p>We, the undersigned, in consideration for you acting in our behalf as Escrow Holder in complying with these instructions, agree to hold [Pulls Escrow Office name] harmless, and agree to pay all costs and defend [Pulls Escrow Office name] in the event of any litigation or adverse action that might arise.</p>
subord01	Subordination	<p>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.</p>
subord02	Subordination Refi	<p>Borrower shall cause to be deposited into escrow an executed Subordination Agreement from [Pulls Existing Lien Mortgagee] together with instructions and authorization for the recording of the same. Said Agreement shall be recorded concurrently with the close of this escrow and all costs in connection with the preparation, processing and recordation of said Subordination Agreement shall be paid by borrower.</p>

Code	Name	Text
subord03	Subordination Agreement - Note	We hereby agree to subordinate this Note and Deed of Trust given as security for the Note to a new loan granted by an institutional lender, in an amount not to exceed \$[PROMPT (Enter the maximum subordinated amount)], and a term not to exceed [PROMPT (Enter the maximum subordinated term)].
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.
tax02	Tax Service	Order for the Beneficiary, at the Borrower's expense, a Type [PROMPT (Enter the type of tax service contract)] Tax Service Contract for the terms of the loan. Said contract shall be forwarded to the Beneficiary at the close of escrow.
tax03	Taxes – Bill not Available	Lender requires the 1ST installment of [PROMPT (Enter tax bill year)] tax bill be paid in escrow. At the present time, said bill is not available from the County Tax Collector. Therefore, the sum of \$[PROMPT (Enter the amount held after close of escrow)] is to be held in escrow for payment of same. Borrower agrees to immediately forward the bill to escrow, when in receipt of same, and hereby authorizes and instructs escrow to immediately disburse the amount necessary for payment of said 1ST installment of taxes. Should the amount held be insufficient to pay said installment, Borrower agrees to deposit into escrow the additional funds due. Should there be any excess funds held after payment of said 1ST installment, it will be immediately refunded to the Borrower.
tax04	Taxes - Escaped	TAXES - ESCAPED: It is understood by the undersigned parties that any Escaped Taxes due by reason of the death of [Pulls Preliminary Title Decedent Name if filled in; otherwise will Prompt] should be transferred by the [Pulls Property County] County Tax Assessor's Office to the unsecured tax rolls upon the transfer of title and it should be the Seller's responsibility to pay said taxes. It is further understood that the Escaped Taxes due by reason of the death of [Pulls Preliminary Title Decedent Name if filled in; otherwise will pull in Prompt answer from above] shall be paid from the Seller's proceeds if an amount becomes available before the close of escrow without further instructions. [Pulls Escrow Office Name] is hereby held harmless from any liability in the event the Escaped Taxes are not transferred to the unsecured rolls.
tax05	Taxes - Not Segregated	Due to the fact the taxes for the fiscal year [PROMPT (Enter tax bill year)] have not been segregated for the property that is the subject of this escrow, you are to use the figures of \$[PROMPT (Enter the basis amount for which tax prorations shall be calculated)] per year as a basis for tax prorations through this escrow.
tax06	Taxes Paid by Impounds	Property taxes are currently paid from an impound account with the existing lender. If Escrow Holder has not received written confirmation from said lender that the taxes have been paid, or if you are unable to determine through the tax office that installments have been paid prior to close of escrow, you shall hold a sum equal to

Code	Name	Text
		<p>the installment plus penalties from [IF Purchase 'Seller' else 'Borrower']'s proceeds. Said funds are to be held for a period of not longer than sixty (60) days or until said payment can be verified. If after sixty (60) days, payment cannot be verified, [Pulls Escrow Office Name] is instructed to pay taxes with no further instructions from the undersigned.</p> <p>If payment has been received by tax collector, refund is to be remitted to [IF Purchase 'Seller' else 'Borrower'] at address provided.</p>
termit01	Termite – No Work	Buyer has received a copy of that certain Termite Inspection Report dated [PROMPT (Enter date of report)] and issued by [Pulls Pest Inspector] and accepts the subject property without the repairs shown on said report being completed and no credit for same is to be given the Buyer.
termit02	Termite - Clear Report/Work Complete	Seller has handed you a Structural Pest Control Report and Certificate of Completion, if required, showing the property to be free and clear of any termites, dry rot and/or fungi in accessible areas. Buyer has received a copy of said report and certificate and acknowledges receipt of same prior to close of escrow.
termit03	Termite Clause - Seller Pay Section I Items Only	Seller will furnish to Buyer at [PROMPT (Select who will pay for the Structural Pest Control Inspection Report-Buyer or Seller)] expense a current Structural Pest Control Inspection Report from a licensed structural pest control operator, covering all visible and accessible areas of the subject property. Seller will further at Seller's expense, and cause to be completed, all work recommended by said operator to correct infestations, infections or evidence thereof, to obtain a Standard Notice of Work Completed and Not Completed for Section I items only. Cost of said report and work completion to clear any recommendations is to be paid from Seller funds at the close of escrow. Any work to correct conditions deemed likely to lead to infestation or infection by wood destroying pests or organisms but where no evidence of existing infestation or infection, if found, with respect to such conditions (Section II items) shall be done only if requested by Buyer and then at the expense of Buyer.
termit04	Termite Clause	Seller will furnish to Buyer at [PROMPT (Select who will pay for the Structural Pest Control Inspection Report-Buyer or Seller)]'s expense, a current Structural Pest Control Inspection Report from a licensed structural pest control operator, covering all visible and accessible areas of the subject property. Seller will further at Seller's expense and cause to be completed, all work recommended by said operator to correct infestations, infections or evidence thereof and to obtain a Standard Notice of Work Completed and Not Completed for recommendations set forth in Sections I and II.
termit05	Termite Report Not Required	Buyer is accepting the property herein referred to without the requirement of a structured pest control inspection or report.
termit06	Termite Report - Condo	Seller has caused to be handed you a current report by a licensed structural pest control operator showing accessible areas of the condominium unit located at [Pulls Property Address] to be free and clear of visible evidence of infestation by termites, dry rot and/or fungi. Common areas of condominium project are not to be inspected. Buyer acknowledges receipt of a copy of said report.

Code	Name	Text
termit07	Termite Report - Hold Funds for Repair	<p>Buyer hereby acknowledges he has received, read and approved a copy of the Structural Pest Control Inspection Report dated [PROMPT (Enter the date of the report)] furnished by [Pulls Pest Inspector].</p> <p>You are hereby instructed to withhold from the Seller's proceeds the sum of \$[PROMPT (Enter the amount held after close of escrow)] which you are authorized to disburse either upon presentation of a bill from [Pulls Pest Inspector] stating that the recommended work has been completed as evidenced by receipt of a Notice of Work Completed or upon instructions from Buyer and Seller or their agents.</p> <p>If you are not in receipt of the Notice of Work Completed on or before [PROMPT (Enter the date by which the Notice of Work Completed report shall be received)], you are instructed to pay said \$[Pulls amount held] to the account of [PROMPT (Enter the payee for the funds in the event the Notice of Work Completed report is not received)] and to be of no further concern or liability regarding this matter.</p> <p>[Pulls Escrow Office Name] shall in no way be held liable for any bill presented in excess of the amount held. In the event of a dispute or controversy arising out of the aforesaid, it is understood and agreed by the parties hereto that [Pulls Escrow Office Name] is not a party to the dispute and is not to disburse said funds until said dispute is resolved and [Pulls Escrow Office Name] has received instructions from Buyer and Seller or their agents authorizing disbursement.</p>
termit08	Termite Work - Credit in Lieu	<p>Buyer hereby acknowledges that he has received, read and approved a copy of the structural pest control inspection report dated [PROMPT (Enter date of report)] issued by [Pulls Pest Inspector].</p> <p>In lieu of any recommended work to be completed, Escrow Holder is hereby instructed at close of escrow, to debit Seller's proceeds for the sum of \$[PROMPT (Enter the amount to be credited to Buyer in lieu of any recommended work to be completed)] and credit same to the Buyer. [Pulls Escrow Office Name] shall in no way be held liable for any bill presented in connection with said report or work performed.</p>
total01	Total Consideration	<p>THE TOTAL CONSIDERATION FOR THIS TRANSACTION SHALL BE AS FOLLOWS:</p> <p>Deposit into Escrow \$[Pulls Initial Deposit Amount field in the Preamble more/less bar – Consideration Section]</p> <p>New [Pulls Loan position and the Security Instrument Type] to Record \$[Pulls the Loan Amount]</p> <p>[Will only pull if there is a second new loan:]</p> <p>New [Pulls Loan position and the Security Instrument Type] to Record \$[Pulls the Second Loan Amount]</p> <p>[Will only show if there is an assumed loan:]</p> <p>Buyer will assume [Will pull Existing Lien Type] of record in the amount of \$[Pulls the Unpaid Balance Amount]</p> <p>Balance of Down Payment Due \$[Pulls Balance of Down Payment field in the Preamble more/less bar – Consideration Section]</p>

Code	Name	Text
		TOTAL CONSIDERATION \$[Pulls the Sales Price]
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.
transf02	Transfer Tax Not Shown on Deed	[Pulls Escrow Office name] is instructed to cause the documentary transfer tax on Grant Deed to be paid and filed as a separate declaration and not be made a part of the public record.
unocc01	Unoccupied Property	Under penalty of perjury, the undersigned swears that the above subject property is not presently occupied and further swears that there are no outstanding leases, either recorded or unrecorded.
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.
verif01	Verification of Trust	This is to certify by all present trustees that the copy of the Trust Agreement is a true and correct copy of the trust, as it may have been amended, and that it is in full force and effect and that it has not been revoked or terminated.
vest01	Vesting – Buyer	[Pulls All Buyer's Names with vesting]
vest02	Vesting – Buyer to Complete	[Pulls All Buyer's names] as _____ (please complete vesting). Escrow Holder is authorized and instructed to insert same in the Grant Deed without further instructions from the within named Buyer and Seller.
vest03	Vesting	The exact manner of buyer's vesting is to be provided to escrow holder by buyer prior to close of escrow. Such notification is to be in writing; upon receipt of same, escrow holder is authorized to insert the vesting into each pertinent document as required in this transaction without further approval of seller.

Code	Name	Text
water01	Water Statement	You are hereby authorized and instructed to obtain from the water company, a statement setting forth the amount of the monthly assessments and the date to which same has been paid; any delinquent amounts as of the close of escrow are to be paid by the Seller. Transfer fee, if any, is to be paid by [PROMPT (Select which party is to pay the water statement transfer fee – Buyer, Half Each, or Seller)]. Escrow Holder is hereby authorized and instructed to prorate same.
wire01	Wire Instructions/Release of Liability	Escrow Holder is directed to wire transfer the sum of \$[PROMPT (Enter amount to be transferred)] to [PROMPT (Enter who the funds are to be transferred)], ABA Routing No. [PROMPT (ABA Routing No.)] for credit to [PROMPT (Credit To)], Account No. [PROMPT (Account No.)]. The undersigned acknowledge that transfer may not be made in the event problems arise beyond the control of Escrow Holder resulting in a delay in the remittance or receipt of the wire transfer. Escrow Holder assumes no liability, direct or indirect, for special or consequential damages, expenses or costs resulting from any action or failures by the banks processing the wire transfers.
zoning01	City Zoning Report	Buyers hereby acknowledge receipt and approval of the City Zoning Report provided by Seller outside of escrow and hereby hand you a copy of the receipt of said report. Escrow Holder is hereby instructed to forward said receipt to the City at the close of escrow. Buyer and Seller understand neither the title insurer nor escrow agent shall have any further responsibility regarding the City Zoning Report. Should it be determined after the close of escrow there are any outstanding issues regarding said City Zoning Report buyer and seller agree they will be handled direct and outside of escrow. Buyer and Seller agree to hold [Pulls Escrow Office name] as title insurer and Escrow Holder 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 the City Zoning Report.