



TITLE ONE

A TITLE & ESCROW COMPANY

EARNEST MONEY ESCROW AGREEMENT

This AGREEMENT made this _____ day of _____, 2007, by Title One Florida, LLC (Escrow Agent), and

_____ (Seller),

and _____ (Buyer),

for (property address): _____.

Whereas Buyer and Seller are parties under a certain contract for sale and purchase of certain real property, which contract is attached hereto as "Exhibit A": and whereas, Buyer and Seller have requested Title One Florida to act as Escrow Agent to hold the earnest money agreed to therein (hereafter "Deposit") in accordance with the terms and conditions of this Earnest Money Escrow Agreement.

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

1. Buyer and Seller hereby appoint Title One Florida as Escrow Agent hereunder, and the Deposit is hereby delivered to Escrow Agent, who by signing below acknowledges receipt in the form of a check dated _____, and payable to Escrow Agent or wire transfer in the amount of \$ _____; such receipt is made subject to Conditions of Escrow incorporated herein of the reverse hereof. The Escrow Funds are to be deposited in the Escrows Agent's regular escrow account at Bank of America (the Depository).
2. Escrow Agent shall hold the Deposit until written disbursement instructions are received from the Buyer and Seller. In the event the Escrow Agent receives conflicting instructions, the Escrow Agent shall refuse to comply with such instructions so long as such disagreement shall continue. Escrow Agent shall no be liable in any way for its failure or refusal to comply with such conflicting instructions and may continue to refrain from acting until such conflicting instructions (a) have been resolved by written agreement signed by both the Buyer and Seller, or (b) shall have been finally determined in a court of competent jurisdiction. In addition, the Escrow Agent may interplead the Escrow Funds and/or Escrow Documents into a court of competent jurisdiction.
3. It is hereby agreed and approved by the parties hereto, that any and all funds received in this escrow my be deposited in escrow accounts of the Escrow Agent from which it may receive direct benefit of earned interest or indirect benefits such as low interest loans. Any such benefits shall be deemed compensation of the Escrow Agent for its services in connection with this escrow. All parties depositing funds in connection with this escrow are hereby notified that the funds so deposited are insured only to the limit provided by the Federal Deposit Insurance Corporation.
4. This Agreement may be executed in several counterparts each of which shall be deemed in original and such counterparts shall constitute and be one and the same instrument.

SELLER: _____
(print name)

BUYER: _____
(print name)

SELLER: _____
(signature)

BUYER: _____
(signature)

Address: _____

Address: _____

By signing below buyer and seller approve release of escrow funds to
Buyer / Seller (circle one)

SELLER: _____
(print name)

BUYER: _____
(print name)

SELLER: _____
(signature)

BUYER: _____
(signature)