

## ESCROW AGREEMENT WITH DAWES COUNTY ABSTRACT & TITLE, INC.

The undersigned appoint Dawes County Abstract & Title, Inc. to act as Escrow Agent in accordance with the terms and provisions of this Agreement and a Purchase Agreement between the parties.

1. The Earnest Deposit referred to herein, along with all documents required to close the transaction shall be deposited with Dawes County Abstract & Title, Inc, as Escrow Agent.
2. Escrow Agent shall deposit all funds received in this escrow in any bank insured by an agency of the United States Government, in one or more of Escrow Agent's general escrow account. Then funds may be transferred to any other general escrow account or accounts, in such bank or banks. Escrow Agent is authorized not to close escrow or disburse until good funds have been confirmed in escrow. Good funds shall be defined as cash, wire transfer, certified check or cashier's check. PLEASE BE ADVISED that the Federal Deposit Insurance Corporation coverage applies only to a cumulative maximum amount of \$250,000.00 for each individual depositor for all of depositor's accounts at the same, or related, institution. The funds for this settlement are being deposited in First National Bank of Chadron for disbursement. The undersigned are aware that Dawes County Abstract & Title, Inc. assumes no responsibility for, nor will we hold said company liable for, any loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor's accounts to exceed \$250,000.00, and that the excess amount is not insured by the FDIC.
3. Escrow Agent may furnish a copy of these instructions, amendments thereto, closing statements and/or any other documents deposited in escrow to the lender or lenders, the real estate broker or brokers, and/or the attorney or attorneys involved in this transaction upon request of the lender, brokers or attorneys. Escrow Agent is authorized to obtain payoffs of any loans given by the parties, including but not limited to the following: Loan # \_\_\_\_\_ at \_\_\_\_\_ (Lender's name); Phone # \_\_\_\_\_.
4. Should Escrow Agent become aware of any conflicting demands or claims with respect to this escrow or the rights of any of the parties hereto, or any money or property deposited herein or affected hereby, Escrow Agent shall have the right to discontinue any or all further acts on Escrow Agent's part until the conflict is resolved to the satisfaction of the Escrow Agent.
5. The parties herein expressly agree that Escrow Agent shall have the absolute right at Escrow Agent's election to file an action in Interpleader requiring the parties to answer and litigate their several claims and rights among themselves and Escrow Agent is authorized to deposit with the clerk of the court all documents and funds held in this escrow. In the event such action is filed, the parties jointly and severally agree to pay Escrow Agent's cancellation charges and costs, expenses and reasonable attorney's fees which Escrow Agent is required to expend or incur in the Interpleader action, the amount thereof to be fixed and judgment therefor to be rendered by the court. Upon the filing of the action, Escrow Agent shall thereupon be fully released and discharged for all obligations to further perform any duties or obligations otherwise imposed by the terms of this escrow.
6. Any party instructing Escrow Agent to cancel this escrow shall do so in writing. Escrow Agent shall within a reasonable time thereafter mail, by certified mail, a copy of the notice to each of the other parties at the address stated in this escrow. Unless written objection to cancellation is received by Escrow Agent within 10 days after date of mailing, Escrow Agent in authorized at Escrow Agent's option to comply with the notice and demand payment of charges incurred, and upon payment thereof, return documents and funds to the respective parties depositing the same. If written objection is filed, Escrow Agent is authorized, at Escrow Agent's option, to hold all documents and funds in this escrow and take no further action until otherwise directed, wither by the parties' mutual written instruction, or final order of a court of competent jurisdiction.
7. If there is no action taken on this escrow within six (6) months after the date of opening escrow, Escrow Agent's obligations shall terminate at Escrow Agent's option. Escrow Agent shall demand payment of charges incurred, and upon payment thereof, return documents and funds to the respective parties depositing the same.
8. In the event of cancellation of this escrow, whether it be at the request of any of the parties or otherwise, the fees and charges due Dawes County Abstract & Title, Inc., including expenditures incurred and/or authorized shall be borne equally by the parties hereto (unless otherwise agreed to specifically).
9. Escrow Agent is authorized to deliver and/or record all documents held in escrow, and to disburse all escrow funds when all terms and provisions of the Purchase Agreement and Escrow Agreement, have been complied with, and the requirements section of the Title Insurance Commitment have been complied met.
10. This escrow agreement, and amendments thereto (which amendments must be in writing), may be executed in one or more counterparts, each of which independently shall have the same effect as if it were the original, and all of which taken together shall constitute one and the same instruction.
11. This escrow agreement shall not become binding upon Dawes County Abstract & Title, Inc., as Escrow Agent, until executed by the Seller(s) and Buyer(s), and accepted and approved by Dawes County Abstract & Title, Inc., as Escrow Agent.

Seller	Date	Buyer	Date
Seller	Date	Buyer	Date

Accepted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

DAWES COUNTY ABSTRACT & TITLE, INC., ESCROW AGENT

By: \_\_\_\_\_