

EARNEST MONEY DEPOSIT HOLDING AGREEMENT

Property: _____

Commitment No.: _____

This agreement is entered into on between _____
(Seller) whose address is _____ and

_____ (Buyer) whose address
is _____ and Transnation Title

Agency (Escrow Agent) whose address is _____.

Whereas, Seller and Buyer have entered into a Real Estate Buy-Sell Agreement (the Buy-Sell Agreement) for real property located in the City/Township of _____,
County of _____, Michigan and commonly known as _____
_____ and described as:

Whereas, Buyer herewith deposits the amount of \$ _____ to be held and
disbursed by Escrow Agent pursuant to the terms of this Escrow Agreement.

IT IS AGREED AS FOLLOWS:

1. DEPOSIT INTO ESCROW The Buyer shall deposit by certified funds or money order to
Escrow Agent.

All funds received in this Escrow, and any other funds received by Escrow Agent, in
connection with the subject real estate transaction, shall be deposited with other escrow
funds in one or more non-interest bearing escrow accounts of Escrow Agent in a state or
national bank selected by Escrow Agent. Escrow Agent shall have no obligation to account in
any manner to the parties to this escrow for the value or any benefit received by Escrow
Agent, directly or indirectly, by reason of the deposit of any such funds or the maintenance
of such accounts with such bank, nor shall Escrow Agent have any obligation to pay any
benefit to said parties. Such benefits may include, without limitation, credits allowed by
such bank on loans to Escrow Agent or its parent company, and credits on accounting,
reporting, and other services and products of such bank. Any such benefits shall be deemed
additional compensation of the Escrow Agent for its services and products of such bank.
Escrow Agent shall not be liable for any loss or impairment of said funds due to bank failure,
insolvency or suspension.

2. TERM OF ESCROW The deposit paid to the Escrow Agent shall be held and released in the
manner provided herein:

In accordance with the Buy-Sell Agreement the deposit shall be applied toward the purchase
price at the time the transaction between the Buyer and Seller closes. In the event the
transaction does not close for any reason on or before _____, the funds deposited
herewith shall be delivered to the Seller unless Escrow agent received either written notice
from Buyer and Seller mutually agreeing to extend the closing date or written notice from
the Buyer that such funds are the subject of a dispute.

In the event Buyer and Seller agree to terminate the Buy and Sell agreement, a copy of said Mutual Termination Agreement shall be delivered to the Escrow Agent and the funds shall be disbursed as set forth in said Termination Agreement.

In the event Escrow Agent shall at any time receive either notice that the funds held hereunder are the subject of a dispute or conflicting instructions from the Buyer and Seller regarding the release and disbursement of the funds held hereunder, Escrow Agent may either initiate an interpleader action as provided herein or continue to hold the funds, subject to a monthly fee of \$25.00 to be deducted from said funds, until Buyer and Seller provide mutually agreed upon instructions to the Escrow Agent for the release and disbursement of the remaining funds or until Escrow Agent receives a court order for the release and disbursement of the remaining funds.

3. INVESTMENT OF ESCROWED FUNDS Escrow Agent shall be under no obligation to earn interest upon the escrowed sums held pursuant to this Agreement. If interest bearing accounts or certificates are requested, Buyer will pay all Escrow Agent's charges, including but not limited to a monthly fee associated with the set-up, maintenance and closing of any interest bearing account in administering the accounts; interest upon such sums shall be separately accounted for by the Escrow Agent and shall be paid to Buyer upon the termination of this Escrow Agreement.

4. INTERPLEADER ACTION The Escrow Agent may without further notice to the parties, interplead the escrowed funds into a court of competent jurisdiction at the expense of the fund for a determination by the court of the rights of the respective parties in and to the escrowed funds. At such time, Escrow Agent is absolved of any further responsibility or liability as Escrow Agent under this Agreement.

5. RELEASE OF ESCROW AGENT Upon making delivery of the funds deposited with Escrow Agent pursuant to the Buy and Sell Agreement and performance of the obligations and services stated herein, Escrow Agent shall be released from any further liability hereunder, it being expressly understood that liability is limited by the terms and provisions set forth as such in this Agreement, and that by acceptance of this Agreement, Escrow Agent is acting in the capacity of a depository and is not, as such, responsible or liable for the sufficiency, corrections, genuineness or validity of the instruments or funds submitted to it.

6. Except in instance of gross negligence or willful misconduct, Escrow Agent's liability hereunder shall in all events be limited to return, to the party or parties entitled thereto, of the funds retained in escrow less any expenses which Escrow Agent may incur in the administration of such funds or otherwise hereunder, including, without limitation, attorney fees and litigation expenses paid in connection with the defense, negotiation or analysis of claims against it by reasons of litigation, any interpleader action or arbitration proceeding, or otherwise, arising out of the administration of such escrowed funds, all of which costs Escrow Agent shall be entitled without notice to deduct from amounts on deposit hereunder.

7. INDEMNITY Buyer and Seller hereby agree to indemnify and hold harmless Escrow Agent for any loss or damage sustained by Escrow Agent, including but not limited to, reasonable attorney fees resulting from any litigation arising from the performance of Escrow Agents obligations and services, provided such litigation is not the result of Escrow Agent's gross negligence or willful misconduct.

8. NOTICES All notices required herein shall be in writing. All written notices required or permitted hereunder and all notices of change of address shall be deemed sufficient if personally delivered or sent by registered, or certified mail, postage prepaid and return

receipt requested, addressed to the recipient party at the address shown for such party in the Agreement or in the Buy and Sell Agreement.

IN WITNESS WHEREOF, we have executed this Escrow Holding Agreement on_____.

(Seller)

(Seller)

Date

Date

(Buyer)

(Buyer)

Date

Date

Transnation Title Agency

By: _____
It's:
Ernest Money