

## Idaho Escrow LLC ESCROW INSTRUCTIONS

Date: \_\_\_\_\_

Escrow Number: \_\_\_\_\_

In consideration of the agreements herein contained, the undersigned SELLER and BUYER herewith hand to Idaho Escrow LLC the following escrow instructions:

SELLER/LENDER	BUYER/BORROWER
Name: Addr: City: State: Zip: Phone: e-mail: TaxID: XXX-XX- Ownership Percentage _____%	Name: Addr: City: State: Zip: Phone: e-mail: TaxID: XXX-XX- Ownership Percentage _____%
Name: Addr: City: State: Zip: Phone: e-mail: TaxID: XXX-XX- Ownership Percentage _____%	Name: Addr: City: State: Zip: Phone: e-mail: TaxID: XXX-XX- Ownership Percentage _____%

Mortgage Property Address \_\_\_\_\_

### OPENING BALANCE AND TERMS OF PAYMENT:

(From Terms of Note or Contract)

Contract Date		Note Balance	\$
Interest Rate	%	Minimum Payment Due	\$
Interest Start Date		First Payment Due	
Payment Frequency/Date	/	Reserve Accounting	Yes or No
Assumable w/o Consent?	Yes or No	(see attached Reserve Acct Addendum)	
<b>Late Charges; Yes or No. If Yes, Please explain terms.</b>			
<b>Prepayment Penalties; Yes or No. If Yes, please explain terms.</b>			
<b>Payment Cycle;</b>		<b>Maturity Date;</b>	
<b>Property Address/Description:</b>			

*Payments will be applied to accrued interest first, based on a 365 day year, then balance applied to principal, UNLESS OTHERWISE INSTRUCTED.*

### LEGAL DOCUMENTS LIST

The undersigned deliver the following documents and property to Idaho Escrow, LLC to be held and disposed of by Idaho Escrow, LLC as provided in these instructions, and not otherwise:

- |   |  |
|---|--|
| <input type="checkbox"/> W-9 (all parties required)<br><input type="checkbox"/> Original Promissory Note<br><input type="checkbox"/> Original Recorded Deed of Trust/Mortgage<br><input type="checkbox"/> Request for Reconveyance/Satisfaction of Mortgage<br><input type="checkbox"/> Contract of Sale<br><input type="checkbox"/> Warranty Deed (Original Unrecorded)<br><input type="checkbox"/> Quitclaim Deed (Original Unrecorded) | <input type="checkbox"/> Certificate of Title<br><input type="checkbox"/> Power of Attorney (Buyer/Seller)<br><input type="checkbox"/> UCC Filing Statements (UCC-1/UCC-3)<br><input type="checkbox"/> Bill of Sale<br><input type="checkbox"/> ACH Credit Authorization<br><input type="checkbox"/> ACH Debit Authorization<br><input type="checkbox"/> Deed in Lieu of Foreclosure Agreement |
|---|--|

**ESCROW AGENT'S COMPENSATION**

The undersigned, in consideration of consent of Idaho Escrow, LLC to act as holder of the escrow deposited herewith, hereby agree that upon receipt of BUYER'S payment(s), Idaho Escrow LLC is instructed to first pay itself compensation for Idaho Escrow LLC's standard services contemplated by these instructions, charging them to the parties **circled below** or, alternately, as specified in the Instructions then pay Idaho Escrow LLC compensation for any extraordinary services charging them to the parties as described in any attached addendum, then post the net payment remaining to the credit of the BUYER and disburse to the SELLER in such manner as the SELLER may from time to time direct. It is agreed that at the initiation of this escrow, Idaho Escrow LLC's **fees for standard services are identified in the published Fee Schedule below** or, alternately, as specified in the Instructions. At anytime, Idaho Escrow, LLC reserves the right to change/amend the Fee Schedule as good business practices proscribe. Any service provided that exceed standard services are subject to reasonable charges and shall be charged to the party requesting such services or, if not requested by either party, to the party whose circumstances caused or compelled the same to be rendered.

**STANDARD SERVICES FEE SCHEDULE**

<b>Processing Fees:</b>		<b>(Circle One)</b>
➤ <b>Monthly</b> Payment Schedule	\$ 14.00	Buyer/Seller/Split
➤ <b>Quarterly</b> Payment Schedule	\$ 56.00	Buyer/Seller/Split
➤ <b>Semi-Annual</b> Payment Schedule	\$ 84.00	Buyer/Seller/Split
➤ <b>Annual</b> Payment Schedule	\$168.00	Buyer/Seller/Split
➤ <b>Division</b> of Payment	\$ 6.00	Buyer/Seller/Split

<b>Other Required Fees:</b>		
➤ <b>Escrow Filing Fee/Set-up Fee</b>	\$ _____ (\$50.00 + \$1.95 per thousand of Note Balance)	Buyer/Seller/Split
➤ <b>File Closeout Fee</b>	\$65.00	Buyer/Seller/Split
➤ <b>Early Withdrawal/Foreclosure</b>	\$175.00	Seller

<b>Optional Fees:</b>		
➤ <b>Seller Payment Receipt</b>	\$ 2.00	Paid By: Seller - Yes or No
➤ <b>Buyer Payment Receipt</b>	\$ 2.00	Paid by: Buyer - Yes or No
➤ <b>Reserves - Initial Filing Fee</b>	\$ 55.00	Paid by: Buyer/Seller/Split
- Disbursement Fee	\$ 30.00	Paid by: Buyer
➤ <b>DOT Reconveyance Fee</b>	\$Recording Rate	Paid by Buyer at Close of Escrow (Required unless otherwise instructed)

**BUYER AND SELLER PAYMENT DISBURSEMENT**

At the inception of this escrow, the total monthly payment due from the Buyer/Borrower shall be as follows:

Monthly Principal & Interest	\$ _____	
Reserve Payment (if any)	\$ _____	
Disbursement Fee (as agreed)	\$ _____	
<b>TOTAL PAYMENT REQUIRED</b>		<b>\$ _____</b>

For the purposed of disbursement, until instructed in writing signed by the SELLER, each payment shall be directed as follows:

\$ _____	TO:	_____
		_____
		_____
\$ _____	TO:	_____
		_____
		_____

## General Instructions and Disclaimers:

1. **Death of Seller/Lender.** In the event of the death of the SELLER/LENDER to this escrow payments shall be made to the order of the survivor, or in the case of no survivorship, Idaho Escrow LLC is authorized to retain all funds coming into Idaho Escrow LLC's possession until Idaho Escrow LLC is satisfied as to the identity of the person(s) entitled to receive said funds.
2. **Account Paid in Full.** Idaho Escrow LLC is authorized to accept the whole or any part of the unpaid balance on the above described contract at any time, and when the principal balance and all accrued interest has been paid in full, Idaho Escrow LLC will deliver all of the above documents, except the contract, to any person or entity who is a BUYER/BORROWER, or to the order of any of them, and thereby close Idaho Escrow LLC's escrow.
3. **NSF Payments.** Any payment made other than in cash shall be credited conditionally pending Idaho Escrow LLC's receipt of good funds. In the event Idaho Escrow LLC disburses the BUYER'S payment and the institution upon which it is drawn dishonors the BUYER'S payment, the SELLER shall immediately return the amount of the payment to Idaho Escrow LLC and Idaho Escrow LLC shall delete the payment from Idaho Escrow LLC records. In the event that the SELLER has not returned the payment by the time Idaho Escrow LLC next has funds disbursable to the SELLER, Idaho Escrow LLC may retain the proceeds of the next payment(s) until Idaho Escrow LLC has been fully reimbursed, to include interest at the rate of 12% per annum but not less than \$25.00. Failure to reimburse said funds, Idaho Escrow LLC may take any other action against the BUYER or SELLER, which Idaho Escrow LLC deems appropriate to seek reimbursement together with all costs and attorney fees incurred with collections. BUYER and SELLER shall be charged a \$50.00 fee for any check returned because of insufficient funds in such parties account or because the account was closed.
4. **Stale Checks.** If BUYER or SELLER fails to present for payment any check or instrument issued by Idaho Escrow LLC within 180 days from the date such check was issued, the BUYER and SELLER authorize Idaho Escrow LLC to deduct the sum of thirty dollars (\$30.00) to stop payment and thirty dollars (\$30.00) to reissue the amount shall be deducted from the funds otherwise due and payable to BUYERS and SELLERS.
5. **Payments Credited.** The date BUYER payment is received by Idaho Escrow LLC shall be the date interest and principal is posted to this account; the SELLER acknowledges that this posting date is date of payment, regardless of the date of delivery of funds to SELLER by Idaho Escrow LLC. All payments received by Idaho Escrow LLC after 3:15pm will be posted the following business day.
6. **Interest.** The undersigned BUYER and SELLER agree to the following: BUYER payment shall be deemed "PAID" when received by Idaho Escrow LLC. Interest accrued will be calculated on the date payment is "paid". SELLER acknowledges that processing time delays receipt of funds and agrees the "paid" date is the interest accrued to date, regardless of contradictory language in the Promissory Note or governing documents. Funds are held in the trust accounts of Idaho Escrow LLC during processing periods, bank float and or reserve account holding. BUYER and SELLER hereby agree that Idaho Escrow LLC is entitled to the interest on these bank balances.
7. **Resignation as Escrow Agent.** Idaho Escrow LLC reserves the right at anytime to sell the servicing rights to this escrow account. Idaho Escrow LLC will ensure that the substitute escrow holder holds the proper licensing required by the State of Idaho; the parties hereto will be notified by regular mail within 30 days of such sale. Likewise, Idaho Escrow LLC reserves the right to resign as escrow holder in which case the undersigned parties or their successors in interest at their expense shall promptly select a new or substitute escrow holder to whom Idaho Escrow LLC may deliver the escrow documents at no cost to Idaho Escrow LLC.
8. **Depository Responsibilities.** It is expressly understood between the parties hereto that Idaho Escrow LLC is to be considered and held as a depository only, and shall not be responsible or liable in any manner whatsoever for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited in this escrow, nor as to the identity, authority, or rights of any person executing the same; also, that Idaho Escrow LLC assumes no responsibility, nor is to be held liable as to the conditions of the title to any of the property involved herein, not as to any assessments, liens or encumbrances against said property; and that its duties hereunder shall be limited to the safekeeping of such money, instruments or other documents received by it as such

escrow holder, and for the delivery of the same in accordance with these written escrow instructions; it is further agreed that Idaho Escrow LLC shall in no case or event be liable for the failure of any of the conditions of this escrow or damage or loss caused by the exercise of Idaho Escrow LLC's discretion in any particular manner, or for any other reasons, except gross negligence or willful misconduct with reference to the said escrow. Idaho Escrow LLC assumes no responsibility for determining that the parties to the escrow have complied with the requirements of the Truth in Lending, Consumer Protection Act (Public Law 90-321), or similar laws.

9. **Disputes.** In the event of any disagreement between the parties hereto or any parties interested herein, resulting in adverse claims and demands being made by them or any other, in connection herewith, upon Idaho Escrow LLC, said escrow holder shall be entitled at its option to refuse to comply with said demands so long as such disagreement shall continue; and in so refusing, Idaho Escrow LLC may refuse to deliver any moneys, papers or property involved in or affected by this escrow; and in so refusing, Idaho Escrow LLC shall not be or become liable to the parties to this escrow for its failure and/or refusal to comply with the conflicting or adverse demands of the parties hereto. Further, that Idaho Escrow LLC shall be entitled to continue to so refrain to act until: a) the parties hereto have reached an agreement in their differences and shall have notified the escrow holder in writing of such agreement; or b) the rights of the parties have been duly adjudicated by a court of competent jurisdiction.
10. **Default.** In the event the SELLER claims that the BUYER is in default, the SELLER may demand delivery of the documents excepting the contract upon the following conditions:
  - A. SELLER will execute and deliver to Idaho Escrow LLC duplicate notices addressed to the BUYER in which the claimed default will be specifically described.
  - B. SELLER will pay Idaho Escrow LLC's current fees for the handling of such notice.
  - C. Idaho Escrow LLC or SELLER will mail one copy of the notice by certified mail, return receipt requested, to the BUYER at the last address of the BUYER disclosed in Idaho Escrow LLC's escrow records.
  - D. At the end of the time fixed in the notice, if Idaho Escrow LLC or SELLER has not received all payments which were in default as recited in the notice, or proof that such other defaults as recited in the notice have been corrected, then Idaho Escrow LLC will deliver all of the escrow documents except the contract, to the SELLER on written demand, and Idaho Escrow LLC's liability will cease.

SELLER agrees that should a default be declared and BUYER subsequently deposits any monies or papers with Idaho Escrow LLC to cure said default, Idaho Escrow LLC may, at Idaho Escrow LLC's option, refuse to release said monies or papers to the SELLER until the SELLER acknowledges in writing to Idaho Escrow LLC that the default is satisfied or canceled.

If Idaho Escrow LLC delivers the documents to the SELLER after complying with the requirements set forth above, each of us release Idaho Escrow LLC from liability arising from misdelivery. In the event that the SELLER does not comply with the preceding requirements, Idaho Escrow LLC will have absolutely no responsibility in connection therewith. Idaho Escrow LLC shall continue to accept payments from the BUYER and forward said payments to the SELLER as though no default notice was ever given.

11. **Notices from Idaho Escrow LLC.** Notice or other written communications, from Idaho Escrow LLC, placed in the United States mail, postage prepaid and addressed to the undersigned, or any of them, at their address or post office address, shall be deemed to have been given to them on the date of mailing.
12. **Notices from Parties.** It shall be the duty of the parties hereto to notify Idaho Escrow LLC, in writing, of any change of address. Such advice shall include the escrow number and the parties involved and shall be delivered to the offices of Idaho Escrow LLC or mailed by certified or registered mail with return receipt requested to Idaho Escrow LLC and to all parties concerned. All notices given pursuant to the terms of any document placed in this escrow must be given through Idaho Escrow LLC as herein above provided at the expense of the party giving notice, and Idaho Escrow LLC shall not be required to recognize service of notice given in any other manner. Idaho

Escrow LLC shall not be responsible for any damages arising out of or relating to the failure of any party to comply with such notice and mailing requirements.

13. **Termination.** In the event that this escrow is canceled or forfeited, it is agreed that Idaho Escrow LLC may return the documents to any of the sellers, his heirs, executors, administrators or assigns on demand. Idaho Escrow LLC may retain the contract, amendments thereto, the escrow instruments, and any assignments or correspondence which it may have received in connection with said escrow. The undersigned agree that the following conditions be met before documents are released:
  - A. BUYERS and SELLERS to deliver, in writing, the "Escrow Withdrawal Agreement and General Release" pertaining to the cancellation or forfeiture of the escrow.
  - B. BUYER or SELLER to pay Idaho Escrow LLC's Account Cancellation Fee.
  - C. If documents are to be delivered to a party other than the SELLER, instructions on where documents are to be delivered.
14. **Documents.** Any instrument or document placed in escrow herewith at this time, or hereafter, is accepted upon the condition that Idaho Escrow LLC may at its option for any reason, with 15 days from the deposit of such instrument, to refuse to accept the same; in which event Idaho Escrow LLC shall notify all parties hereto in writing of such refusal and shall return such instruments, together with the fee paid, less administrative charges, in connection therewith to the party or parties depositing the same.
15. **Insurance.** It shall be the sole responsibility of the BUYER and SELLER to see the insurance is kept in force on the property and that Real Property taxes are paid in the proper manner and Idaho Escrow LLC shall have no responsibility or liability for lack or insufficiency of insurance or lack of payment of taxes.
16. **Costs.** BUYER and SELLER promise to pay upon demand and to indemnify and hold harmless against all damages, costs, attorney's fees and related expenses which, in good faith and without fault on Idaho Escrow LLC's part, may incur servicing the escrow. Idaho Escrow LLC is hereby granted a lien upon all Money, paper and properties held by it in connection herewith for any fees, costs or expenses due hereunder.
17. **Assignment.** If Idaho Escrow LLC receives written notice from either the SELLER or the BUYER that said party (the Assignor) has assigned or conveyed said party's interest in the documents or the property described therein, which is signed by both the Assignor and Assignee, and which is accompanied by Idaho Escrow LLC's assignment fee, then in effect, and a duly signed amendment to these instructions, Idaho Escrow LLC shall recognize said assignment and amend the escrow file accordingly. In such event, the Assignee shall be substituted for the Assignor for all purposes subsequent to the date Idaho Escrow LLC receive notice of said assignment, including but not limited to the delivery or redelivery of documents, the disbursement of funds and the mailing of default notices. Idaho Escrow LLC shall not recognize any assignment, which does not comply with the preceding. It will not be Idaho Escrow LLC's responsibility to determine whether or not consent from a third party to the assignment is required.

THE UNDERSIGNED, BY EXECUTING THESE INSTRUCTIONS ACKNOWLEDGE THAT THEY ARE FULLY AWARE OF AND AGREE TO BE BOUND BY EACH TERM AND PROVISION CONTAINED HEREIN. THE UNDERSIGNED HAVE ENTERED INTO THESE INSTRUCTIONS OF THEIR OWN FREE WILL AND HAVE BEEN GIVEN AMPLE TIME AND OPPORTUNITY TO HAVE THESE INSTRUCTIONS REVIEWED BY LEGAL COUNSEL OF THEIR CHOICE.

IT IS UNDERSTOOD BY THE PARTIES SIGNING THESE ESCROW INSTRUCTIONS AND ADDENDA ATTACHED HERETO, OR THE ESCROW INSTRUCTIONS WHICH ARE ATTACHED HERETO, THAT SUCH INSTRUCTIONS CONSTITUTE THE WHOLE AGREEMENT BETWEEN IDAHO ESCROW LLC AS AN ESCROW AGENT AND THE PRINCIPAL(S) TO THE ESCROW TRANSACTION. THESE INSTRUCTIONS MAY NOT INCLUDE ALL THE TERMS OF THE AGREEMENT, WHICH IS THE SUBJECT OF THIS ESCROW. READ THESE INSTRUCTIONS CAREFULLY AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO IDAHO ESCROW LLC.

The following addendums or documents are attached and hereby made part of these escrow instructions:

\_\_\_\_\_ Reserve/Impound Account Instructions  
\_\_\_\_\_ Other: \_\_\_\_\_  
\_\_\_\_\_ Other: \_\_\_\_\_  
\_\_\_\_\_ Other: \_\_\_\_\_

\_\_\_\_\_ Addendum "A"  
\_\_\_\_\_ Other: \_\_\_\_\_  
\_\_\_\_\_ Other: \_\_\_\_\_  
\_\_\_\_\_ Other: \_\_\_\_\_

**SIGNATURES**

**SELLER/LENDER**

\_\_\_\_\_  
\_\_\_\_\_

**BUYER/BORROWER**

\_\_\_\_\_  
\_\_\_\_\_

The undersigned company hereby acknowledges receipt of the forgoing agreement, and agrees to hold and dispose of the same in accordance with the instructions and upon the terms and conditions above set forth.

**IDAHO ESCROW, L.L.C.**

Date Received \_\_\_\_\_  
Date Accepted for Escrow \_\_\_\_\_

By \_\_\_\_\_