



Baird & Warner Title Services, Inc. Escrow Disbursement Agreement

To: BAIRD & WARNER TITLE SERVICES, INC., as policy issuing agent for

FIRST AMERICAN TITLE INSURANCE COMPANY

File Number:

Date:

- The undersigned buyer(s) and seller(s) hereby direct Baird & Warner Title Services ("BWTS") to make disbursements for the subject transaction, pursuant to the attached closing statement.
- The undersigned acknowledge that BWTS in no way represents the buyer(s) or seller(s) and acknowledge that it acts solely for the lender in the disbursement of the mortgage proceeds.
- The undersigned buyer(s) direct BWTS to make such disbursements only when it may issue an ALTA owner(s) and/or mortgage policy insuring the fee simple title of the buyer(s), subject only to:
 - General Real Estate Taxes for the years _____
 - Schedule B, Section 2 exceptions;
 - The mortgage made by the buyer(s) as part of this transaction.
- Buyer(s) agree to pay the closing for this service in the amount of \$_____
- Except as to deposits of funds for which BWTS has received express written direction concerning investment or other handling, the parties hereby agree that BWTS is under no duty to invest or reinvest any deposits it may hold at any time. Further, BWTS may commingle deposits with other funds under Section 2-8 of the Corporate Fiduciary Act (205ILCS 620/2-8) and may use any part or all of such funds for its own benefit without obligation to any party for interest or earnings derived thereby, if any, provided however, nothing herein shall diminish BWTS obligation to apply the full amount of the deposits in accordance with the terms of this Escrow Disbursement Agreement.

- In the event that BWTS is requested to invest deposits hereunder, BWTS is not to be held responsible for any loss of principal or interest which may be incurred as a result of making the investments or redeeming said investments for the purposes of this Escrow Disbursement Agreement.
- Seller(s) acknowledges that BWTS shall not charge for the recording of mortgage releases and shall not undertake to record mortgage releases. Rather, it shall charge for and record Certificates of Release only.

SELLER(S):

BUYER(S):

Seller(s) future address information:
