

# ESCROW INSTRUCTIONS

**FORSMANN** ACCOUNTING SERVICE  
PO BOX 37 – 414 MAIN ST  
COTTONWOOD ID 83522-0037

Phone: (208) 962-3161  
Fax: (208) 962-5619  
E-mail: fas@forsmannaccounting.com

## **PLEASE READ, SIGN AND RETURN**

The undersigned, in consideration of the consent of FORSMANN ACCOUNTING SERVICE to act as holder of the escrow or collection agreement deposited herewith, have agreed that said escrow holder shall received the compensation of **\$200.00** as an initial filing fee and a collection charge of \$ **8.00** per **month**. An additional charge of \$8.00 will be required for any extra payments made in addition to the payments required by the contract. (This does not mean larger payments, but **extra payments, [Contract calls for monthly payments, Buyer/Borrower makes semi-monthly payments or the contract calls for annual payments and the Buyer/Borrower makes more than one payment in a given year.]**) In the event said escrow holder shall be required to divide the payments, (more than one check is to be issued) an additional minimum charge of \$1.00 shall be allowed for each division of each payment. This \$1.00 fee per additional check will be charged to the Seller/Lender unless specifically stated otherwise. There shall be an additional charge of \$100.00 for any subsequent assignments of this escrow. The escrow holder's collection charges shall be paid as follows:

### **PLEASE CHECK ONE OF EACH)**

Regular required payments:  SELLER/LENDER,  BUYER/BORROWER or  DIVIDED EQUALLY.

In the event of extra payments:  SELLER/LENDER,  BUYER/BORROWER or  DIVIDED EQUALLY

## **INSTRUCTIONS:**

1. All sums due the Seller/Lender from time to time in the manner set forth herein shall be paid to the Escrow Agent as escrow holder, said payments to govern the Escrow Agent exclusively in the delivery of documents, except as otherwise agreed herein.
2. Until otherwise instructed in writing by the Seller/Lender, the Escrow Agent will distribute the proceeds of funds payable to the Seller/Lender as follows:  
**(If to address other than on these instructions – Please complete)**
3. It is agreed that should an item tendered as payment by the Buyer/Borrower be returned to the Escrow Agent as "unpaid", the Seller/Lender will return the proceeds received by him at the Escrow Agent's request. **Buyer/Borrower will pay a return check fee of \$25.00 to Escrow Agent.**
4. When the full balance of principal and interest due said Seller/Lender shall have been paid to the Escrow Agent, the Escrow Agent will then deliver the documents listed herein to the Buyer/Borrower, or their agents. (A copy of the documents may be retained by the Escrow Agent.)
5. It is understood and agreed that the Escrow Agent may accept any payment before or after its date of maturity, but as between the Seller/Lender and the Buyer/Borrower it is agreed that any and all payments made to the Escrow Agent, at variance with the contract, and any and all payments after due date, are subject to the Seller/Lender's approval.

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6. If any payments shall be in default for one year or more, the Escrow Agent may treat the escrow as abandoned, and shall not thereafter be liable, and may at its option return the escrowed documents to the Seller/Lender, upon 30 days written notice to the Buyer/Borrower.
7. It is agreed that the acceptance fee and the collection charge for holding this escrow and providing ordinary services shall be set above. Said collection charge is subject to change. We jointly and severally agree to pay all cost and charges directly or incident to said escrow.
8. The Escrow Agent is to allow examination of the contents of this escrow by the parties hereto at any reasonable time during our regular business hours. The Escrow Agent may, at its option, require written authorization from either the Seller/Lender or the Buyer/Borrower before allowing the examination of the contents of this escrow by anyone other than the parties hereto. **No one other than the Buyer/Borrower or Seller/Lender will be allowed access to the contents without permission of the Buyer/Borrower or Seller/Lender.** We will not disclose any nonpublic personal information about our clients or former clients to anyone except as required by law. (Subpoena, court order, etc)
9. These instructions define and limit the duties and responsibilities of the Escrow Agent. The Escrow Agent will not be responsible for any of the following unless otherwise noted:
  - a) For the correctness or completeness or sufficiency of the documents deposited in this escrow.
  - b) For failure to notify any party of either non-payment or declaration of default except as herein provided.
  - c) For the deposit, procurement or renewal of insurance policies, riders or clauses.
  - d) For the payment of insurance premiums, taxes or other assessments.
  - e) Should all or part of the proceeds from this Escrow be assigned to a third party, Escrow Agent will not be responsible for determination of balances or over-payments to the third parties.
  - f) For the completion of credit reports or references.
10. Whenever the context hereof refers to the Seller/Lender or Buyer/Borrower in the singular, it shall be deemed to extend to and include the plural as the case may be. Wherever the masculine gender shall appear, it shall be deemed to extend to and included the feminine.
11. It shall be the duty of the parties hereto to keep the Escrow Agent advised in writing at all times of their current mailing addresses, and upon failure to do so, the mailing of any NOTICE to the address shown herein shall be conclusive evidence that notice has been properly given.
12. In the event of default the Seller/Lender may demand delivery of all escrowed documents on the following conditions:
  - a) The Seller/Lender may, at his option, execute and deliver to the Escrow Agent duplicate notice of forfeiture addressed to the Buyer/Borrower wherein the default payments shall be specified and wherein the Seller/Lender demands that all payments so specified shall be paid on or before a determined number of days from the mailing of the notice. The Escrow Agent shall forward one copy of the notice by certified mail to the Buyer/Borrower at his address shown on its record.
  - b) At the end of the time fixed in the notice, if the Escrow Agent has not received the payments which were in default as recited in the notice, then the Escrow Agent will deliver the escrowed documents to the Seller/Lender on demand and the responsibility of the Escrow Agent will cease.

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- c) In the event the Seller/Lender does not execute and deliver to the Escrow Agent duplicate notices of forfeiture as heretofore provided, then in that event, the Seller/Lender will furnish the Escrow Agent with a copy of said notice of forfeiture together with evidence of certification of mailing of said notice. In the event the forfeiture of rights of the Buyer/Borrower is established as provided in the contract to the satisfaction of the Escrow Agent and or their counsel, the Escrow Agent is hereby authorized to return all escrowed documents to the Seller/Lender and the Escrow Agent's responsibility will cease.

13. The provisions of these instructions will be binding upon and inure to the benefits of the legal representative, heirs, successors or assigns of the parties hereto.

EACH OF THE UNDERSIGNED STATE THAT HE HAS READ THE FORGOING INSTRUCTIONS AND UNDERSTANDS AND AGREES TO THEM.

**BUYER/BORROWER:**

**SIGNATURES:**

**SOCIAL SECURITY #  
FEDERAL ID NUMBER**

Name:	<input checked="" type="checkbox"/>	
Address:	<input checked="" type="checkbox"/>	
City, St Zip		
Phone No.:		
Email:		
Name:	<input checked="" type="checkbox"/>	
Address	<input checked="" type="checkbox"/>	
City, St Zip		

**SELLER/LENDER:**

**SIGNATURES:**

**SOCIAL SECURITY #  
FEDERAL ID NUMBER**

Name:	<input checked="" type="checkbox"/>	
Address:		
City, St Zip		
Phone No.:		
Email:		
Name:	<input checked="" type="checkbox"/>	
Address:	<input checked="" type="checkbox"/>	
City, St Zip		

# ESCROW INSTRUCTIONS

**ADDRESS OF PROPERTY, ASSESSORS PARCEL NUMBER (APN) OR PROPERTY TAX ACCOUNT NUMBER:**

<input type="checkbox"/>	<b>◀◀ Check box if address is the same as buyer/borrower's above!</b>
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Address:		APN:		Assessor's	
City, St Zip		APN:		Property	
		APN:		Tax	
		APN:		Number(s):	

<b>DOCUMENTS PLACED IN ESCROW:</b>