



**First American**

**First American Title Insurance Company**  
800 Bellevue Way NE, Suite 300

Bellevue, WA 98004  
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## **ESCROW INSTRUCTIONS BORROWER(S)**

To: **First American Title Insurance Company**  
**800 Bellevue Way NE, Suite 300**  
**Bellevue, WA 98004**

Commitment File No: **4203-1960521 (vap)**  
Commitment Date:

Escrow Officer: **Vivian Provence**

The undersigned is/are obtaining a loan on the property described in the above referenced preliminary commitment for title insurance (the "Commitment"), in the total amount of **\$393,100.00** from **WFHM Post Closing Services MAC X9999-01K** and First American Title Insurance Company is hereby instructed to act as an independent third party ("Escrowee") in closing this transaction.

I(We) fully understand that First American Title Insurance Company is not licensed to practice law and that neither it nor any of its employees are permitted to offer legal advice of any nature, nor have they done so, nor may they advise as to the merits of a transaction or the manner in which I(We) should hold title.

Escrowee has been, or will be, handed certain loan documents which may include, but are not limited to a Promissory Note, Deed of Trust, HUD Settlement Statement, Regulation Z disclosure Statement, FNMA Affidavit, Instructions to Escrowee from Lender, and/or other agreement(s) between Borrower and Lender, and shall close the subject transaction pursuant to the terms and conditions thereof, unless instructed otherwise by Borrower or Lender, and shall perform said closing until written demand is made by Borrower or Lender for cancellation thereof. Upon receipt of such written demand, any items deposited are to be returned to the party or parties entitled thereto and Borrower agrees to pay all charges due Escrowee.

Borrower herein deposits with you, or will deposit under these instructions, the executed loan documents as required by Lender, which you are instructed to record, file, release and/or deliver when you have funds to close this transaction, and can comply with all the Lender's requirements which include, but are not limited to, the provision requiring the issuance of a Lender's policy of title insurance in the A.L.T.A. form, in the amount required by the Lender. Said policy is to show title vested in the named Borrower(s) and be free from encumbrance other than as allowed by the Lender. Borrower acknowledges receipt of a copy of the Commitment, and have examined the legal description contained therein and acknowledges the same to be a full and correct description of the real property that is the subject of this transaction.

Lender is to deposit with Escrowee **\$393,100.00**, less all fees, costs and charges due the Lender, which fees, costs and charges are hereby approved by the undersigned. You are to disburse and pay from said deposit and/or our deposit all encumbrances and charges as itemized on Estimated Closing State and/or HUD Settlement Statement (the "Closing Statement"), which Borrower signs contemporaneously herewith. The balance of funds remaining, if any, are to be disbursed jointly to the undersigned Borrower(s), or as designated.

The execution by the undersigned of the Deed of Trust, Note and/or other documents required by the Lender shall constitute approval thereof and acceptance of all terms and conditions therein.

It is understood and agreed that any Closing Statement is subject to final adjustment and audit and may be amended to reflect actual charges and adjustments at time of closing. If monetary error is discovered, the undersigned will forthwith pay into escrow for disbursement such amounts as may be necessary.

If there are underlying encumbrances being paid off which require the obtaining of a Fulfillment Deed, Reconveyance, Release or Satisfaction, you are instructed to pay the demand of the appropriate party and obtain and record such a document. We approve payment of the demand, including interest and/or penalties and late charges, as shown on the Closing Statement, even if Escrowee has not been able to obtain written verification of the amount claimed as due. The undersigned authorizes deduction and/or agrees to pay forthwith any difference that may result if the final written demand is higher than that shown on the Closing Statement. The undersigned further acknowledge that the payoff figures on existing encumbrances may accrue daily interest and are not to be considered to be paid in full until received by the party entitled thereto and that interest will be paid to the date of anticipated receipt of funds by the entitled party. Borrower authorizes Escrowee to transmit all documents, payoffs, checks, letters and all communication by regular service through the U.S. mails, and if said items are deposited in the U.S. Mail system a minimum of five (5) working days before any deadline, Escrowee shall be relieved and discharged of any and all liability, and the undersigned shall indemnify Escrowee against any and all claims resulting therefrom, and if additional funds are needed to satisfy these claims, the obligated principal shall deposit same forthwith.

### **GENERAL PROVISIONS**

1. Borrower is to obtain fire/hazard insurance with endorsements as required by Lender and is to deposit into escrow a Binder or Policy as required by Lender prior to closing. If said policy premium has not been paid as required, you are authorized to pay same out of funds on deposit herein.
2. You are authorized to fill in the date of close of escrow and such other necessary dates on any documents which require same to correct any typing or scrivener's errors on any documents delivered into escrow. Date of closing means the date on which instruments referred to herein are recorded.
3. All disbursements shall be in U.S. funds and shall be by Escrowee's check, or by wire transfer. Escrow funds will be placed in an escrow account which will pay no interest to depositor unless specifically requested. Parties hereto understand and agree that all funds delivered into escrow are subject to immediate deposit, and that all checks must clear and be credited to Escrowee's trust account as good and sufficient U.S. funds before closing can be completed. Any delay in clearing deposits will delay closing.
4. In the event this escrow fails to close, a sum sufficient to pay title commitment and escrow cancellation charges shall be paid, and as appropriate, may be deducted from funds held.
5. In the event any dispute shall arise involving a party to this escrow concerning the property covered by these instructions, or in the event conflicting demands or claims are made with respect to this escrow or the rights of any of the parties hereto, it is expressly agreed that Escrowee shall have the absolute right, at its election, to do any, or all of the following: Withhold and stop all further proceedings in performance of this escrow; file suit in interpleader and obtain an order from the court requiring the parties to interplead and litigate their claims and rights among themselves; or issue a check to either Lender or Borrower made payable jointly to Lender and Borrower in the amount of the sums in dispute. In the event an interpleader suit is brought, Escrowee shall be immediately fully released and discharged from all obligations to further perform any and all duties or obligations imposed upon it in this escrow. Borrower agrees to pay Escrowee all costs, damages, judgments and expenses suffered, expended or incurred by Escrowee in connection with or arising out of this escrow, including, but not limited to, reasonable attorneys fees.
6. Any additional instructions given to the Escrowee herein shall be presented in writing.
7. We have been afforded adequate time and opportunity to read, understand and approve these Escrow Instructions and all documents referred to herein.

8. Borrower authorizes you to destroy these instructions and all records of this escrow, regardless of date of same, at any time after seven (7) years from the date of these instructions without liability on your part, or need of further notice to or from us.

9. Internal Revenue Code Section 6109(h) imposes requirements for furnishing, disclosing, and including taxpayer identification number in tax returns on the parties to a residential real estate transaction involving seller-provided financing. The parties understand that the disclosure reporting requirements are exclusive obligations between the parties to this transaction and that First American Title Insurance Company is not obligated to transmit the taxpayer identification numbers to the Internal Revenue Service or to the parties. First American Title Insurance Company is not rendering an opinion concerning the effect of this law on the transaction, and the parties are not acting on any statements made or omitted by the escrow or closing officer.

To facilitate compliance with this law, the parties to this escrow hereby authorize First American Title Insurance Company to release any party's taxpayer identification number to any requesting party who is a party to this transaction. The requesting part shall deliver a written request to escrow. The parties hereto waive all rights confidentiality regarding their respective taxpayer identification numbers and agree to hold First American Title Insurance Company harmless against any fees, costs, or judgments incurred and/or awarded in connection with the release of taxpayer identification numbers.

**ADDITIONAL INSTRUCTIONS:**

Subject to the provisions of Paragraph No. 5 of the GENERAL PROVISIONS herein, these instructions shall be irrevocable by the undersigned for a period of thirty (30) days from the date of last execution hereof and shall be performed within said period or thereafter until written demand is made upon you for the cancellation thereof.

Dated: \_\_\_\_\_

**BORROWER(S):**

\_\_\_\_\_  
Leroy Hanneman

\_\_\_\_\_  
Marna Hanneman

Address: **607 S 3rd St #503, La Conner, WA 98257**

Telephone: