

EARNEST MONEY ESCROW AGREEMENT

File Number: _____

This is an ESCROW AGREEMENT, made the day and year written below, by and between MICHIGAN TITLE INSURANCE AGENCY, INC. ("Escrow Agent"), and

_____ ("Buyer")

and _____ ("Seller").

Whereas Buyer and Seller are parties under a certain contract for the sale of certain real property known as:

and whereas Buyer and Seller have requested Michigan Title Insurance Agency, Inc. to act as Escrow Agent to hold the earnest money agreed to therein (hereafter "Deposit"), in accordance with the terms and provisions of this Earnest Money Escrow Agreement.

Now, therefore, in consideration of the promises and undertakings herein made, and the proposed issuance of a title insurance policy (or policies) by Escrow Agent, it is agreed that:

1. Buyer and Seller hereby appoint Michigan Title Insurance Agency, Inc. as Escrow Agent hereunder. The Deposit is hereby delivered to Escrow Agent who, by signing below, acknowledges its receipt in the form of (a) a **CASHIERS CHECK**, dated _____, payable to Escrow Agent, or (b) wire transfer in the amount of \$_____. However, such receipt is made subject to Conditions of Escrow attached hereto and incorporated herein.
2. ESCROW AGENT SHALL HOLD THE DEPOSIT UNTIL WRITTEN RELEASE DISBURSEMENT INSTRUCTIONS ARE RECEIVED FROM BUYER AND SELLER.
3. Escrow Agent shall have NO OBLIGATION TO INVEST the Deposit.
4. The Deposit may be processed for collection in the normal course of business by Escrow Agent, who may commingle funds received by it with escrow funds of others in the regular escrow account at Comerica Bank, or such other institution as maintained from time to time by Escrow Agent (hereafter the "Depository"). Escrow Agent shall not be accountable for any incidental benefit, which may be attributable to the funds so deposited.
5. Escrow Agent shall not be liable for any loss caused by the failure, suspension, bankruptcy or dissolution of the Depository.
6. Escrow Agent shall not be liable for loss or damage resulting from:
 - a. Any good faith act or forbearance of Escrow Agent;
 - b. Any default, error, action or omission of any party, other than Escrow Agent;
 - c. Any defect in the title to any property unless such loss is covered under a policy of title insurance issued by the Escrow Agent;
 - d. The expiration of any time limit or other delay which is not solely caused by the failure of Escrow Agent to proceed in its ordinary course of business, and in no event where such time limit is not disclosed in writing to the Escrow Agent;
 - e. The lack of authenticity of the signatory to sign such writing;
 - f. Escrow Agent's compliance with all attachments, writs, orders, judgments, or other legal process issued out of any court;
 - g. Escrow Agent's assertion or failure to assert any cause of action or defense in any judicial or administrative proceeding;
 - h. Any loss or damage, which arises after the Deposit has been disbursed in accordance with the terms of this Agreement.
7. Escrow Agent shall be fully indemnified by the parties hereto for all its expenses, costs, and reasonable attorneys' fees incurred in connection with any interpleader action which Escrow Agent may file, in its sole discretion, to resolve any dispute as to the Depositor or which may be filed against the Escrow Agent. Such costs, expenses or attorneys' fees, as well as the fees of Escrow Agent described below, may be deducted from the Deposit.

8. If Escrow Agent is made a party to any judicial, non-judicial or administrative action, hearing or process based on acts of any of the other parties hereto and not on the malfeasance and/or negligence of Escrow Agent in performing its duties hereunder, the expenses, costs and reasonable attorneys' fees incurred by Escrow Agent in responding to such action, hearing or process may be deducted from the funds held hereunder and the party/parties whose alleged acts are a basis for such proceedings shall indemnify, save and hold Escrow Agent harmless from said expenses, costs and fees so incurred.

CONDITIONS FOR RELEASE:

Funds will be released and applied to Purchaser's balance to close, upon successful closing of above referenced property.

or

In the event that funds must be released prior to a successful closing, written request must be made and submitted to Escrow Agent, signed by ALL parties who have heretofore executed this Escrow Agreement also including, but not limited to any party who has executed any Purchase Agreement relating to said property. Such request must include direction to disburse indicating to whom funds will be released.

***At the time of disbursement, prior to any successful closing, escrowed funds will be charged Escrow Agent's customary cancellation fee based upon the type of transaction ordered and processed, which will be deducted prior to any disbursement.

Dated: _____

BUYER: _____

Address: _____

Phone: _____

SELLER: _____

Address: _____

Phone: _____

MICHIGAN TITLE INSURANCE AGENCY, INC.

By: _____

Phone: 313.291.2323
Fax: 313.291.0064