



**HOME  
TITLE  
GROUP**

**CLOSING ESCROW AGREEMENT FOR DISBURSEMENT OF FUNDS**

To: \_\_\_\_\_  
Re: \_\_\_\_\_

File #: \_\_\_\_\_  
Date: \_\_\_\_\_

1. The undersigned Sellers and/or Buyers/Borrowers authorized and directed Home Title Group of Illinois(HTG) to make disbursements regarding the subject transaction, pursuant to the attached closing statement.
2. Home Title Group of Illinois, including any and all subsidiaries and affiliates, may endorse on my behalf any funding check received on this transfer and shall have the full right, power and authority to commingle any and all funds, at any time, constituting said deposit or part thereof with HTG other escrow funds and all income, if any derived from any use which escrowee may make on any deposits shall belong to American National Title Insurance Corporation.
3. The undersigned acknowledges that Home Title Group of Illinois and its representatives are acting in this transaction as an escrowee only and are not acting as an agent or attorney at law or in fact for any party to this transaction and that Home Title Group of Illinois, and/or its employees, is not providing any legal representation or advice to any party whatsoever.
4. The parties, if requested by Home Title Group of Illinois, will promptly cooperate and adjust for clerical errors on any documents executed as a part of this transaction.
5. The undersigned Sellers and Buyers/Borrowers understand that if this statement is executed by an attorney, said attorney affirmatively warrants that he/she has the authority to receive copies of the attached settlement statement, it being conclusively established that delivery of the attached settlement statement to said attorney is delivered to his/her clients.
6. Sellers/Buyers/Owners agree to reimburse Home Title Group of Illinois for any additional interest, charges, or fees required by existing lenders to obtain the release of the current mortgage (if any) or with respect to any obligations, costs or expenses of the parties we have been requested or required to pay, and HTG shall have a lien on the land for any funds so expended. The undersigned Sellers and Buyers/Borrowers understand and agree that all disbursements by HTG regardless of when made are predicated upon receipt and collection of Buyers/Borrowers mortgage proceeds and any other amounts required to be paid by the respective parties.

Subject only to:

General real estate taxes for the year(s) \_\_\_\_\_ with the \_\_\_\_\_ installment paid.

The schedule B exceptions referred to as number(s)/letter(s): \_\_\_\_\_.

The mortgage made by the Borrowers on the subject transaction.

Additional information, if any: \_\_\_\_\_

7. The undersigned Buyers/Borrowers authorize and direct Home Title Group of Illinois to make such disbursements only when HTG is in a position to issue its standard ALTA Owners and ALTA Lenders title insurance policies insuring the fee simple title of the Buyers/Borrowers and/or its mortgage title insurance policy.
8. Your settlement fee of \$\_\_\_\_\_ for this service is to be paid; \$\_\_\_\_\_ by Sellers and \$\_\_\_\_\_ by Buyers/Borrowers from the proceeds of this transaction.
9. The foreign investment in real estate property tax act places special requirements for tax reporting and withholding on the parties to a real estate transaction where the Seller is a foreign person or entity. This includes non-resident aliens and non-domestic corporations, partnerships, and estates. The parties seeking the advice or opinion of an attorney, an accountant, or other specialist concerning the effect of the act of this transaction are no acting on any statements made or omitted by Home Title Group of Illinois, its employees, agents or representatives.

Sellers:  
\_\_\_\_\_  
\_\_\_\_\_

Buyers:  
\_\_\_\_\_  
\_\_\_\_\_