

**CTI Abstract Corp.**  
**176 Main Street**  
**Goshen, NY 10924**  
**(845)294-5428 phone (845) 294-8964 fax**

**AGREEMENT TO HOLD ESCROW**

Title No.: \_\_\_\_\_ Amount of Deposit: \$ \_\_\_\_\_

Depositor: Buyer: \_\_\_\_\_ Seller: \_\_\_\_\_  
(check one)

Premises:

\_\_\_\_\_  
(Name, Print Clearly)

\_\_\_\_\_  
(Forwarding Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(County)

\_\_\_\_\_  
(District)

\_\_\_\_\_  
(Section)

\_\_\_\_\_  
(Block)

\_\_\_\_\_  
(Lot)

CTI Abstract Corp. , as Depository, acknowledges receipt from the Depositor of the sum of :  
\_\_\_\_\_ Dollars(\$ \_\_\_\_\_)

for the purpose indicated below, and upon the terms and conditions set forth on the reverse side hereof  
which terms and conditions are made part of this agreement as if fully set forth herein:

To hold the said sum as security for the production, by Depositor, to Depository on or before \_\_\_\_\_  
of the following proofs satisfactory to Depository: (If no date specified, 60 days from date of closing)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This deposit is not assignable or transferable by the Depositor.

If the amount escrowed does not cover the agricultural rollback fees, the depositor agrees to pay the balance  
or additional cost.

Depositor's Attorney:

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Address

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

Depositor: \_\_\_\_\_  
(Please Print)

BY: \_\_\_\_\_  
(Please Print)

Depositor: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Depository Signature)

To induce Depository to enter into this agreement, the undersigned guarantees the performance of all the  
obligations of the Depositor.

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Signature)

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**THE FOLLOWING ARE THE TERMS WHICH ARE REFERRED TO IN THE FOREGOING AGREEMENT AND UPON WHICH THE DEPOSIT IS MADE:**

In the event that the Depositor fails to comply with any of Depositor's obligations, Depositary may cause compliance therewith to be effected and pay out of deposit the amount required to effect compliance including any expense, disbursement and/or counsel fees incurred in connection therewith. Notwithstanding any provision to the contrary, Depositary is authorized without notice to Depositor to accelerate Depositor's performance date at any time that Depositary, in its sole discretion deems it advisable to do so to protect the title to the insured premises or the marketability thereof.

Depositary will hold this deposit and pay or collect interest and service charges in the manner prescribed by law and regulation. Depositary shall collect an annual maintenance fee equal to the service charge for each year, or partial year thereof, that this deposit is held. The depositary shall be authorized to take any action deemed necessary, pursuant to the terms and conditions of this escrow agreement, within ninety (90) days from the date this deposit was accepted by the depositary. The depositary shall be authorized to take such action if this escrow agreement has not defined the duration of this escrow agreement.

Depositary may deduct from the deposit any unpaid title charges or other sums due to Depositary for which depositor is liable. Depositor agrees to pay on demand any deficiency in case the deposit is not sufficient and further agrees to hold Depositary harmless from any loss or expense it may sustain by reason of such insufficiency.

In no event will interest be allowed to Depositor on the Deposit. It is expressly understood and agreed that the Deposit may be invested by Depositary for its own benefit.

Depositary accepts this deposit at the request of and for the accommodation of Depositor and as an inducement to issue its policy of title insurance to its insured. Depositor agrees to pay all charges and expenses, including Attorney's fees, incurred by Depositary by reason of its having accepted the deposit. Depositary shall have the right to issue reinsurance and indemnifications based on this deposit. In such event, this deposit shall continue to be held in accordance with its terms.

This deposit may not be assigned by Depositor.

This Deposit Agreement constitutes the entire contract between Depositor and Depositary concerning the deposit. No modification of any of Depositor's obligations shall be effective unless authorized in writing by Depositary.

If this deposit is taken for more than one purpose, in the absence of agreement to the contrary, the allocation of funds among the several purposes shall be at the sole discretion of Depositary.

Depositor acknowledges that the waiver by Depositary of any particular provision of this Agreement shall not constitute a waiver of any other provision contained herein. Furthermore, in the event that any provision of this Agreement is held to be unenforceable, all other provisions shall remain in full force and effect.