

- able to pay the insurance premium when due.
- ii. The Escrow Agent is not responsible in any way for the maintenance or notification to all affected parties regarding the insurance policy.
 - iii. The Escrow Agent is **NOT THE LIEN HOLDER** and the parties agree to advise the insurance company and insurance agent that the Seller(s) hereunder is the lien holder and all correspondence between the insurance company and the lien holder must be *direct to the Seller(s)* and not in care of the Escrow Agent in any manner.
- d. Escrow Agent **reserves the right to terminate** its reserve account service if Purchaser(s) and/or Seller(s) continually fail to maintain adequate funding for payments of property tax and/or insurance premium when due.
3. Contract Terms and Escrow Agent Liability Exemptions.
- a. The Escrow Agent SHALL NOT be held liable or responsible should the Seller(s) fail to divulge the existence of an underlying mortgage.
 - b. The Escrow Agent *is not* an attorney and there is **NO responsibility** on the part of the Escrow Agent to monitor, maintain or enforce any of the terms and conditions of the Contract.
 - c. Notwithstanding the terms of the Contract, upon receipt of written notice, from either party, alleging breach of the Contract by the other party the Escrow Agent shall take no further action, except by the agreement of all parties or by order of the court. The Escrow Agent is hereby relieved of liability for failure to act after receipt of such notice and prior to the agreement of the parties or receipt of a court order.
 - d. Any Notice received by the Escrow Agent, or modification(s) to the Contract, shall be effective only if such are in writing and signed by all parties thereto. A fee **will be charged** by the Escrow Agent to deal with the requirements of the notice or to effect such modification(s).
 - e. Seller(s) and Purchaser(s) understand that the Escrow Agent **IS NOT A TITLE COMPANY**, that no title examination was done by the Escrow Agent and that no title representation is made. That any information used by the Escrow Agent was provided by the Seller(s), Purchaser(s) or a title agency. Seller(s) and Purchaser(s) agree to hold the Escrow Agent harmless from any liability, or duty to perform, as pertains to real estate title.
 - f. In the event Purchaser(s) shall default in making payments as required by the Contract and has abandoned the property, Seller(s) hereby acknowledges that he/she/they **must obtain outside counsel** to bring and complete the foreclosure procedure to clear any title encumbrances or clouds to the title.
 - g. The Escrow Agent shall not be liable on account of the identity, authority or rights of the persons executing or delivering any document or paper. The Escrow Agent shall not be liable for any act or omission done in good faith, nor for any claims, demands or losses, nor for any damage made or suffered by any party to the escrow, excepting such as may arise through or be caused by its willful or gross negligence.

The Covenants and Agreements herein contained shall inure and be binding on all parties hereto, their heirs, successors and assignees. Each party signing this Agreement acknowledges that he or she has read the entire agreement and agree to it's contents and terms.

Dated: FIELD(DATE)

FIELD(PUR1) -Purchaser(s) FIELD(SLR1) -Seller(s)

FIELD(PUR2) -Purchaser(s) FIELD(SLR2) -Seller(s)

_____ Agent, Hutchinson Escrow Services, Inc.

