



Orsyn Abstracts
Title and Settlement Services
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TITLE INSURANCE COMPANY

CLOSING IN ESCROW

Date: _____

Title No.: _____

Premises: _____

(A) Orsyn Abstract, LLC. as agent for the above respective company hereafter called the Company, acknowledges the receipt in connection with the above captioned closing, the following closing instruments, checks, documents, etc., to be held in escrow pursuant to the conditions hereinafter set forth:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____

(B) It is understood and agreed that the Company will hold until _____ / _____ / _____ the items listed in paragraph (A), above pending the performance of the following:

ACTS TO BE DONE

(C) Upon completion of the acts to be performed within the time provided (as set forth in paragraph (B), above) and upon written notification of the fact to the Company, the Company shall title continue all searches, and providing no exceptions to title are found, the Company is authorized to record all documents and process all checks and other documents as it would have done had the title been closed on the date hereof without any escrow conditions. Upon such happening, the marked up title report will be forwarded to the attorney for the buyer, redated as of _____ on the date the title continuation search is made. Seller (or seller's attorney) will furnish proof that the seller, if an individual, is alive at the time that the title is deemed fully closed.

(D) In the event the acts are not performed within the time provided (as set forth in paragraph (B), above) or in the event that additional objections to title are founded as a result of the continuation searches provided for in paragraph (C), the title will be deemed not to have closed and all closing instruments, checks, documents, etc., (as set forth in paragraph (A), above) will be returned to the respective parties, except that the company will retain \$_____ as a cancellation charge for work done, disbursements incurred, and services rendered and shall refund the balance to the buyer.

It is further understood and agreed that the Company is acting in the capacity of a "Stakeholder" under the agreement, and no liability of whatsoever kind and nature shall be incurred by the Company for this service.

(E) Notwithstanding any documents executed or delivered in connection with this closing including, but not limited to, redated Reports or Certificate of Title, Commitments or Binders, coverage under the foregoing and/or any Policy issued or to be issued shall not be effective until the insured mortgage has been funded, the acts required to be done herein have been done, and a continuation search has been made in accordance with the provisions of this agreement, nor shall it be in any way liable for any loss or damage resulting from the failure of any party to perform any of the acts noted under paragraph (B) hereof, nor for any failure of any party to file any tax or informational returns or to pay any taxes in connection therewith.

THIS FORM MUST BE CONSENTED TO BY ALL PARTIES TO THIS TRANSACTION AND THEIR ATTORNEYS- BUYERS, SELLERS AND LENDERS.
NO DEVIATION FROM THIS REQUIREMENT IS PERMITTED.

Consented to:

