

**FHA ESCROW INSTRUCTIONS**

**SAMPLE TITLE OF NEVADA, INC.**  
000 West Flamingo Road, Suite 000  
Las Vegas, NV 89147  
Tel: (702) 000-0000  
Fax: (702) 000-0000

**ESCROW NO. 0000000000**  
Date:

ATTN: Escrow Officer – Norma Hoag

Deposit herewith	\$
To Be Deposited	\$
New Financing	\$ _____
Total Consideration	\$

**I/we have agreed to purchase the hereinafter described property for the total consideration set forth above, said sum being payable as follows:**

**I/we will deliver to you any additional funds and instruments which are necessary to comply with the terms hereof, all of which you may use on or before March 05, 2002 when you hold for me/us a Deed executed by:**

**And when you can issue you usual standard form Advantage Plus policy of title insurance with a liability in the amount of \$94,700.00, plus any additional policies as required by my/our lender(s), on the real property described as follows:**

As per legal description attached hereto and made a part hereof as Exhibit "A"

**PROPERTY ADDRESS (unverified)**

**SHOWING TITLE VESTED IN:**

Escrow Holder is authorized and instructed to insert complete vesting, when determined, over original signatures of executed Grant, Bargain, Sale Deed.

**FREE OF ENCUMBRANCES EXCEPT:**

- (1) All non-Delinquent Installments of General and Special Taxes for the fiscal year of 2001-2002 including personal property taxes, if any, and special assessments, payment of which is included and collected therewith.
- (2) Any taxes that may be due, BUT NOT ASSESSED, for new construction which assessed on the unsecured property rolls, in the Office of the Clark County Assessor, per Nevada Revised Statute 361.260.
- (3) Covenants, conditions and restrictions, easements, rights, rights of way of record and any oil or mineral reservations of record.
- (4) First FHA Trust Deed to record, securing a note for approximately \$94,200.00, in favor of lender of Buyers choice. Escrow Holder is authorized and instructed to furnish lender with any information from the escrow required by the lender in order to process this loan. Buyers' execution of the loan documents shall constitute approval in full of the amounts, terms and conditions of the loan.

It is expressly agreed that, notwithstanding any other provisions of this contract, the Buyer shall not be obligated to complete the purchase of the property described herein, or incur any penalty by forfeiture of earnest money deposits, or otherwise, unless the Purchaser has been given, in accordance with HUD/FHA requirements, a written statement issued by the Federal Housing Commissioner or a Direct Endorsement Lender setting forth the appraised value of the property of not less than \$94,700.00. The Buyer shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. The Buyer should satisfy himself that the price and the condition of the property are acceptable.

**ADDITIONAL INSTRUCTIONS:**

These instructions are executed for the purpose of enabling the escrow holder to complete this transaction, but in no way are intended to change that certain real property agreement executed between the parties hereto dated \_\_\_\_\_ and Counter Offer #1 dated \_\_\_\_\_.

Despite the statement contained in the previous paragraph, LAWYERS TITLE OF NEVADA, INC. is not to be concerned therewith nor with any agreement referred to above or therein, nor with any possible conflict which may arise by any inconsistencies in the language of these Escrow Instructions and the agreement referred to or any ambiguity raised in the Escrow Instructions by reference to the agreement entered into between the parties. Further, LAWYERS TITLE OF NEVADA, INC. will concern itself only with the terms and conditions as specifically set out in these Escrow Instructions.

**CLOSING COSTS:**

It is understood and agreed by and between the parties hereto that all fees and charges incidental to this transaction are to be paid in the usual manner as in Clark County, Nevada with the following exception:

Buyer and Seller authorize Escrow Holder to comply with all FHA and/or lender requirements enabling Buyer to procure said new loan. At the close of escrow, Escrow Holder is authorized and instructed to charge the Buyer with all Buyer's closing costs and charges as allowed by FHA including but not limited to: Loan origination fee, Lender's Policy of Title Insurance, Escrow Fees, Recording Fees, Appraisal and Credit report fees, first annual insurance premium, and interim interest if any. At the close of escrow, Escrow Holder is authorized and instructed to charge the Seller with all Buyer's FHA non-Allowable fees, in an amount not to exceed \$\_\_\_\_\_, including but not limited to Loan Tie In Fee, wire fee, courier fee, discount points and miscellaneous lender's fees.

Seller agrees to contribute \_\_\_% of Sales Price to Nehemiah program or should Buyer not use Nehemiah program Seller agrees to credit Buyer 4% of Sales Price towards Recurring and Non-Recurring Closing Costs, Buydown Fees and/or Discount Points.

Escrow Agent is hereby authorized and directed to charge the party incurring same, with additional charges, including but not limited to, fax fees, long distance telephone calls, federal express fees, and/or any other express mail charges. Said charges will be made at close of escrow, without further approval required from any party.

**OVERNIGHT:**

Buyer and Seller agree to pay any overnight charges, if required and/or requested, to facilitate the closing of this escrow.

**HOME PROTECTION PLAN:**

Seller to provide Buyer with a one-year home warranty plan to be issued American Home Shield Warranty which is currently in place. Escrow Holder's only responsibility with said protection plan is to pay premium for same, per billing if submitted to Escrow. Escrow Holder is instructed to debit Seller's account at close of escrow to pay for said policy.

**APPRAISAL:**

Buyer herein agrees to pay for an appraisal upfront and shall be reimbursed through close of escrow for costs of same from funds due Seller.

Buyer agrees to limit Seller's liability for the costs of correction, repair or replacement of any disclosed defects in the property to \$\_\_\_\_\_, which amount includes the costs for repairs or defects that may be identified in any appraisal or inspection report.

**BUYER TO OBTAIN NEW INSURANCE:**

Buyer will obtain new fire insurance satisfactory to Lender prior to the close of this escrow and will pay the first annual premium to agent through this escrow.

**LOAN APPROVAL:**

This escrow is contingent upon buyer qualifying for and obtaining a new FHA loan in the approximate amount of \$\_\_\_\_\_, bearing interest at the going rate per annum from lender of Buyer's choice. Buyer's signature on loan documents shall constitute full acceptance and approval of the terms and conditions of said loan. Escrow holder is hereby instructed to comply fully with the requirements of the lender, including the furnishing of any necessary documentation that may be requested.

**HOMEOWNERS ASSOCIATION:**

Buyer is aware there is a homeowner's association affecting the subject property Escrow Holder in instructed to obtain a letter from the association as to the status of the dues. Charge Seller's account with any delinquent dues and pro rate to the close of escrow the current dues for the month. Buyer agrees to pay the association transfer fee, if any.

**PRELIMINARY TITLE REPORT:**

Buyer and Seller herein have read and approved Preliminary Title Report issued by Lawyers Title Company of Nevada, Inc. under order #02020754-GP dated \_\_\_\_\_.

Escrow agent has no responsibility in connection with investigating or guaranteeing the status of any garbage fee, power, water, telephone, gas and/or utility or use bill, except as otherwise specifically required herein.

**CANCELLATION OF SELLER'S INSURANCE:**

Seller herein is aware that it is Seller's responsibility to handle the disposition of any existing fire insurance policies, which may be in effect. Escrow Agent is unconditionally relieved from any liability and/or responsibility involved in connection with same.

**FOREIGN INVESTMENT ACT:**

Buyer and Seller acknowledge that the financial provisions of the agreement are subject to the requirements of the Foreign Investment in Real Property Tax Act and the Internal Revenue Code, Section 1445 and 6039C and will comply with same.

**SELLER TO FURNISH IRS W-9:**

Seller herein agrees to furnish Escrow Agent with a completed IRS W-9 form which will give Escrow Agent sufficient information to file a Form 1099B with the Internal Revenue Service for the sale of the property which is the subject of this escrow. Said information and the filing thereof is required under the Federal Tax Reform Act 1986, effective January 1, 1987.

**FUNDS:**

All parties to this transaction understand and acknowledge that the funds required to complete this transaction must be deposited in our bank prior to the recordation of any documents and must be in the form of a CASHIER'S CHECK, TELLER'S CHECK OR A WIRE TRANSFER INTO OUR ESCROW TRUST ACCOUNT. Deposit of funds in any other form will be subject to clearance and may delay the closing of escrow.

**UTILITIES:**

Escrow Agent has no responsibility in connection with investigating or guaranteeing the status of any garbage fee, power, water, telephone, gas and/or other utility or use bill, except as otherwise specifically required herein.

**COMMISSION:**

Pay commissions to Brokers are per separate agreement, namely Re/Max Elite and Century 21 Advantage. Deduct same from funds due Seller at the close of escrow.

**MEMORANDUM ONLY PROVISIONS:**

**THE FOLLOWING CONSTITUTE MATTER OF AGREEMENT AND UNDERSTANDING BY AND BETWEEN THE BUYER AND SELLER WHICH ARE INCORPORATED HEREIN AT THEIR REQUEST AND WHICH IMPOSE NO DUTIES AND/OR LIABILITIES ON THE ESCROW HOLDER:**

**STRUCTURAL WARRANTIES AND PROPERTY INSPECTION:**

At Seller's expense, Seller shall provide Buyer with a Pest/Termite Inspection Report prior to close of escrow.

**PERSONAL PROPERTY**

Included in the purchase price are certain item's of personal property upon which the sellers place no value, which will be conveyed to the buyers at the close of escrow, as follows: All existing window coverings, light fixtures, all appliances including refrigerator, washer, dryer, oven/range, dishwasher and garage equipment.

**WALK-THROUGH INSPECTION OF PROPERTY:**

Buyer requests a walk through inspection prior to the close of escrow to verify compliance of all terms of this agreement.

**POSSESSION:**

**LICENSEE DISCLOSURE:**

**END OF MEMO ITEMS:**

**AS OF CLOSE OF ESCROW PRORATE THE ITEMS HEREINAFTER BASED ON A 30-DAY MONTH**

- (X) Taxes, except taxes on personal property not conveyed through this escrow based on current year's taxes. However in the event the escrow closed after July 1 and before current taxes are publicly posted and published, you are instructed to prorate the taxes based upon immediately preceding year's taxes unless the parties to the escrow furnish you with an amount mutually agreed to, which sum shall be used as the basis for said proration.
- (X) Homeowner's association fees, if applicable.
- (X) Maintenance fees and sewer fees, if applicable.

ALL OF THE TERMS, CONDITIONS AND PROVISIONS AS SET FORTH ON THE ATTACHED GENERAL PROVISIONS ARE APPROVED, ACCEPTED, AND CONCURRED IN BY THE PARTIES WHOSE SIGNATURES APPEAR BELOW.

I/We, Buyer(s), agree to pay the following estimated charges:

Lenders Alta Policy	\$
Escrow Fee	\$
Recording Fee	\$
UPS/Courier	\$

BUYER(S):

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

The foregoing terms, conditions and instructions are hereby concurred in, approved and accepted. I will hand you all the instruments and money necessary of me to enable you to comply therewith which you are authorized to use and/or deliver when you hold in this escrow for my account the funds, prorate adjustments and instruments deliverable to me under these instructions. I agree to pay your usual escrow charges, except those the buyer agree to pay, my recording fees, charged for assurance of title, beneficiary statement(s) and/or demand(s) together with any amounts necessary to place title in condition called for together with the commission to Broker(s), if any, provided in separate instructions attached hereto and made a part hereof.

I/We Seller(s), agree to pay the following estimated charges:

Advantage Plus Title Insurance Policy	\$
Reconveyance Fee	\$
1099 Administrative Fee	\$
Real Property Transfer Tax	\$
Escrow Fee	\$
Loan Tie In Fee for Buyer	\$
UPS/Courier	\$

SELLER(S)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**GENERAL PROVISIONS**

1. All funds received in this escrow shall be deposited in a general escrow account or accounts, including escrow savings/investment accounts of LAWYERS TITLE OF NEVADA, INC. with State or National Bank authorized to do business in the State of Nevada. All disbursements shall be made by check of Lawyers Title of Nevada, Inc. The principals to this escrow are hereby notified that the funds deposited herein are insured only to the limit provided by the Federal Deposit Insurance Corporation.
2. You are authorized to prepare, obtain, record and deliver the necessary instruments to carry out the terms and conditions of this escrow and to order to be issued at close of escrow the policy of title insurance as called for in these instructions.
3. All adjustments and prorations shall be made on the basis of a thirty (30) day month.
4. Close of escrow shall mean the date instruments are recorded.
5. You are not to be held accountable or liable for the sufficiency of correctness as to form, manner of execution, or validity of any instrument deposited in this escrow, nor as to the identity, authority or right of any person executing the same. Your duties hereunder shall be limited to the proper handling of such money and the proper safekeeping and disposition of such instruments, or other documents received by you as escrow holder, in accordance with the written instructions accepted by you in this escrow.
6. You shall have no responsibility to notify me or any of the parties to this escrow of any sale, resale, loan, exchange or other transaction involving any property herein described or any profit realized by any person, firm or corporation in connection therewith, regardless of the fact that such transaction(s) may be handled by you in this escrow or in another escrow.
7. No notice, demand or change of instructions shall be of any effect in this escrow unless given in writing by all parties affected thereby. In the event a demand for the funds on deposit in this escrow is made, not concurred in by all parties hereto, the escrow holder regardless of who made the demand therefor, may elect to do any of the following:
  - (i) Withhold and stop all further proceedings in and performance of this escrow pending a resolution of any conflict by and between the parties hereto.
  - (ii) File a suit in interpleader and obtain an order from the court allowing escrow holder to deposit funds and documents in court and have no further liability hereunder.
  - (iii) Deposit the funds with the court in the event either party files an action against the other party to this escrow to determine which party is entitled to said funds.
  - (iv) Thirty (30) days from the date escrow holder was first notified that the escrow is to be cancelled and/or demand for funds was made, absent mutually concurring instructions providing for payment of funds and the disposition of this escrow, the escrow holder may retain all funds and documents to the parties depositing same without liability therefor.
8. If the conditions of this escrow have not been complied with at the time herein provided, you are nevertheless to complete the same as soon as the conditions (except as to time) have been complied with, unless I shall have made written demand upon you for the return of money and instruments deposited by me.
9. In the event this escrow should cancel, the parties hereto agree to pay you a cancellation fee for work performed, and to pay all out-of-pocket expenses you have incurred on our behalf pursuant to a mutually concurring cancellation instructions.
10. All parties hereto agree, jointly and severally, to pay on demand, as well as to indemnify and hold harmless from and against all costs, damages, judgements, attorneys' fees, expenses, obligations and liability of any kind or nature which, in good faith, you may incur and sustain in connection with this escrow.
11. You are authorized to furnish copies of these instructions, any supplements and/or amendments thereto, notices of cancellation and closing statements to the real estate broker(s) and lender(s) named in this escrow.
12. In the event you elect to resign as escrow holder under this escrow, you are to give the parties hereto written notification of such resignation, and to return funds, less out-of-pocket expenses, and documents to parties depositing same in the event the parties hereto have not given you mutually agreed upon executed instructions for the disposition of same.
13. These instructions may be executed in counterparts, each of which so executed, shall, irrespective of the date of its execution and delivery, be deemed original, and said counterparts together will constitute one and the same instrument.
14. These instructions shall become effective as an escrow only upon the delivery thereof to the escrow holder signed by all parties thereto.
15. Any funds abandoned or remaining unclaimed, after good faith efforts have been made by the escrow holder to return same to the party (ies) entitled thereto, shall be assessed a holding fee of \$5.00 monthly. After seven (7) years the amount thereafter remaining unclaimed may escheat to the State of Nevada.
16. In the event the parties hereto utilize facsimile-transmitted signed instructions/documents, the parties hereby agree to accept, and hereby instruct escrow holder to rely, upon such instructions/documents as if they bore original signatures. Parties agree to provide escrow holder with the originally executed instructions and/or documents within 72 hours of the facsimile transmission of the copies. Parties understand that any early release of funds from escrow will not occur until escrow holder has received originally signed instructions. Parties further understand that facsimile-transmitted documents will not be accepted for recordation.
17. All documents, closing statements and balances due the parties to this escrow are to be mailed by ordinary mail to said parties at the addresses shown opposite their signatures, unless otherwise instructed.

**SELLER:**

**BUYER:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

APN#  
Recording Requested by:  
Lawyers Title of Nevada  
Escrow No.:  
Mail Tax Statements to and  
After Recording Mail to:

Affix R.P.T.T. \$

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GRANT, BARGAIN, SALE DEED

**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,**

**Does hereby Grant, Bargain, Sell and Convey to**

**the following described real property situated in the County of Clark State of Nevada:**

AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF:

**Subject to:**

1. Taxes for the fiscal year 2001-02.
2. Rights of way, reservations, restrictions, easements and conditions of record.

**Together with all tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues profits thereof.**

**Dated this 19th day of February 2002.**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
This area provided for Recorders' use

**State of Nevada  
County of Clark**

On \_\_\_\_\_ personally  
Appeared before me, a Notary Public,  
Name \_\_\_\_\_  
Personally known (or proved) to me to be the person  
Whose name is subscribed to the above instrument  
Who acknowledged that he executed the instrument.

Signature \_\_\_\_\_  
(Notary Public)