Title No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Top Tier Abstract, LLC** , a New York corporation, having its principal office at 71 Main Street

West Sayville, NY 11796 as Depositary, acknowledges receipt from

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the Depositor. Whose address is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dollars for the purpose or purposes indicated below and to induce Depositary to issue its policy of title insurances herein with the understanding that Depositary may issue future insurances in reliance of this deposit, and upon the additional items and conditions set forth in the reverse hereof, which terms and conditions hereby are made part of this agreement.

As indemnity and security for the payment, satisfaction, discharge or disposition of the following liens, encumbrances, charges or other matters to cover the following items:

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

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affecting premises known as:

 Town \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Village \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Section \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Block \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Lot \_\_\_\_\_\_\_\_\_\_\_\_\_ County \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Upon the terms, covenants and conditions: as follows and as mentioned on the reverse side hereof. Which conditions hereby are made part of this agreement as if fully set forth herein:

[ ] The Depositary is hereby authorized of said Deposit to pay, satisfy, discharge, or otherwise dispose of said items immediately. The Depositor agrees to pay any deficiency in the event that the Deposit is not sufficient to pay said items together with costs or expenses that the Depositary may incur in paying or disposing of same.

[ ] The Depositor agrees to produce proper paid vouchers or other evidences of payment or disposition of said items aforesaid, in form satisfactory to the Depositary before \_\_\_\_\_\_\_\_\_\_\_\_\_\_

If such vouchers, etc. are not produced before said date, the Depositary is authorized to pay, satisfy, discharge or otherwise dispose of said items, to retain counsel in connection therewith if it deems it necessary and to pay such counsel out of said Deposit. The Depositor agrees to pay the Depositary any deficiency in the event that the Deposit is not sufficient to pay or dispose of said items and fees together with any costs or expenses that the Depositary may incur in paying or disposing of same.

(See Additional Conditions on Reverse Side)

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature of Depositary

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

 Name, Address and Tel. No. of Depositor

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

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

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

Name of Depositor

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

Signature of Depositor

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

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

Depositor Social Security

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

Balance to be returned to: Depositor [ ] Attorney [ ] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Note: If deposit is made by a corporation, the following individual must be executed:

Include Depositary to enter into agreement, the undersigned guarantees, the payment, and the performances of all the obligations of Depositor hereunder:

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

 Witness Signature

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

1. The depositary agrees to refund the deposit upon the receipt of proof satisfactory to it of the performances by Depositor of the Covenants and Conditions herein above set forth.
2. In no event will interest be allowed on such deposit unless specifically requested by the Depositor, in which case an “Order to Invest” form and a W-9 must be completed by the Depositor and must accompany this agreement.
3. If Depositor fails to comply with any of the foregoing covenants or conditions within the time specified, depositary may cause compliance’s therewith to be effected or may cause such taxes and liens to be otherwise disposed of and thereupon to pay out to the deposit the amount required to effect such compliance’s or disposition including the expenses, disbursements, and counsel fees, if any, incurred in connection therewith and Depositary’s service charges in accordance with the schedule outlined in item 4 and refund any balance remaining after applications of the deposit by Depositary in accordance with the provisions hereof.
4. The Depositor agrees that the Depositary will deduct service charges from the deposit in accordance with the following schedule:
	1. $30.00 on the closing date
	2. an additional charge will be made by the Depositary for any special service rendered, including the payment of taxes and/or water charges.

# Escrow “to hold”

An additional $50.00 will be deducted from the deposit in the event that the appropriate proofs are not received by Depositary, from Depositor on or before the date indicated

Additionally, the lesser of:

$75.00 or remaining balance, in excess of lien amount will be deducted 1 year from date of closing

$100.00 or remaining balance, in excess of lien amount will be deducted 2 years from date of closing

$150.00 or remaining balance, in excess of lien amount will be deducted 3 years from date of closing

In the event the escrow is held longer than 3 years, the service charge will increase 10% per year until the deposit is disposed.

1. The Depositor agrees that the Depositary may deduct from the deposit and unpaid charges for its title bill on the above numbered title or any other charges due to the Company for which the Depositor or his attorney or agent are liable.
2. Depositor hereby indemnifies, protects, defends and saves harmless and free, the Depositary from all loss, cost, damage, expense, charge liability including court costs and attorney fees as a result of the acceptance of the deposit or to do any act to remove the exception or any liability under the policy of title insurance arising out of the removal of or insurance against the consequence of said exception.
3. Depositor acknowledges that if any balance remaining after the full payment of the amount necessary to pay the exception and any charges, expenses, attorney’s fees as aforesaid is ($10.00) dollars or less, then said sum may be retained by the Depositary as an additional service charge.
4. Depositor acknowledges that he/she is familiar with the provisions of Section 1317 of the Abandoned Property Law in which certain conditions and under some conditions within (3) years from the acceptance of the deposit. Title Insurance companies must turn over the Deposit to the State of New York as Abandoned Property unless written correspondence has been received by the Depositary from the Depositor: the Depositary may mail all notices required to the Depositor at the address herein set forth unless the Depositor has by written notice to the Depositary, by certified mail, return requested, changed the address of said notice.
5. Depositor acknowledges that if the Deposit is taken for more than one purpose, in the absence of an agreement to the contrary, the allocation of the funds among several purposes shall be at the sole discretion of the Depositary.
6. Depositor acknowledges and grants to Depositary a security interest in the deposit, superior to all other liens, encumbrances and claims.
7. Depositor agrees and acknowledges that the Depositary has no liability in connection with the funds deposited under this agreement in the event of failure or insolvency of the financial institution in which the deposit is deposited.
8. Depositor acknowledges that the Depositary shall be under so duly to invest or reinvest the Deposit at any time held by it hereunder. Depositary may commingle any deposits held hereunder with other similar deposits but not with its own funds.
9. Depositor acknowledges that this agreement shall not give rise to any cause of action in favor of a lienor, or another party against the Depositary or the Deposit pursuant to this agreement.
10. Depositor acknowledges that Depositary shall have the right to issue reinsurance, indemnification and/or benefit letter affecting the premises based in the Deposit.
11. Depositor acknowledges that the waiver by the Depositary of any particular provision of this agreement shall not constitute a waiver of any other provision contained herein: in the event that any provision of the agreement is held to be unenforceable, all other provisions thereof shall remain in full force and effect.
12. Depositor acknowledges that this Deposit Agreement constitutes the entire contract between Depositor and Depositary concerning the Deposit and, further acknowledges that this agreement shall not be modified except by an agreement in writing signed by the parties hereto.
13. Notwithstanding any foregoing provisions, Depositary is hereby authorized without notices to Depositor to pay, satisfy or otherwise dispose of said items at any time that it considers it advisable to do so to protect the title to said premises or the marketability thereof.
14. It is agreed that this deposit is made to induce Depositary to issue its policy of title insurance to its respect to the items above mentioned and that Depositary shall have the right to issue reinsurance based on said deposit to any person, firm or corporation and this deposit shall continue to be held as indemnity and security in accordance with the terms hereof for and against any such risk hereafter assumed.

19) The Depositary accepts this deposit at the request of and for the accommodation of Depositor and except as otherwise provided for herein, acts as stakeholder only.