

ASHCROFT LEGAL & ESCROW SERVICES, PLLC.

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Escrow File No.: _____
Title Order No.: _____

Purchasers(s): _____
Seller(s): _____

CLOSING AGREEMENT AND ESCROW INSTRUCTIONS For Purchase and Sale Transaction

The undersigned buyer and seller (referred to herein as "the parties") hereby designate and appoint
Ashcroft Legal & Escrow Services, PLLC.
(referred to herein as "the closing agent") to act as their closing agent according to the following agreements and instructions.

IT IS AGREED, AND THE CLOSING AGENT IS INSTRUCTED, AS FOLLOWS:

Terms of Sale. The terms and conditions of the transaction which is the subject of these instructions (referred to herein as "the transaction") are set forth in the parties' Purchase and Sale Agreement, Earnest Money Agreement, or other written agreement, and any attachments, amendments or addenda to that agreement (referred to herein as "the parties' agreement"), which is made a part of these instructions by this reference. Any changes to the parties' agreement will be made a part of these instructions, without further reference, when signed by the parties and delivered to the closing agent. These instructions are not intended to amend, modify or supersede the terms and conditions of the parties' agreement and if there is any conflict or inconsistency between these instructions and the parties' agreement, the terms and conditions of the parties' agreement shall control.

Description of Real Property. The real property which is the subject of the transaction (referred to herein as "the property") is identified in the parties' agreement. The documents required to close the transaction must contain the "legal description" of the property. If the parties' agreement does not yet contain the correct legal description, the parties or the real estate agent shall obtain an addendum setting forth the legal description as soon as possible and deliver it to the closing agent.

Closing Date. The date on which the documents required to close the transaction are filed for record (referred to herein as "the closing date") shall be on or before the date for closing of the transaction specified in the parties' agreement or in an addendum extending that date.

Documents. The closing agent is instructed to select, prepare, complete, correct, receive, hold, record and deliver documents as necessary to close the transaction. The closing agent may request that certain documents be prepared or obtained by the parties or their attorneys, in which case the parties shall deliver the requested documents to the closing agent before the closing date. Execution of any document will be considered approval of its form and contents by each party signing such document.

Deposits and Disbursement of Funds. Before the closing date, each party shall deposit with the closing agent all funds required to be paid by such party to close the transaction, less any earnest money previously deposited with the real estate agent. The closing agent is authorized, but not required, to consider a lending institution's written commitment to deposit funds as the equivalent of a deposit of such funds, if all conditions of the commitment will be met on or before the closing date. All funds received by the closing agent shall be deposited in a trust account with any bank doing business in the State of Washington and may be transferred to any other such accounts. The closing agent shall not be required to disburse any funds deposited by check or draft until it has been advised by its bank that such check or draft has been honored. All disbursements shall be made by the closing agent's check.

Settlement Statement. The closing agent is instructed to prepare a settlement statement showing all funds deposited for the account of each of the parties and the proposed disbursements from such funds. No funds shall be disbursed until the parties have examined and approved the settlement statement. Some items may be estimated, and the final amount of each estimated item will be adjusted to the exact amount required to be paid at the time of disbursement. The settlement statement will be subject to audit and any errors or omissions may be corrected at any time, including after the transaction has closed. If any monetary error is found, the amount will be immediately paid by the party liable for such payment to the party entitled to receive it.

Costs and expenses shall be assessed according to the party on whose behalf the cost or expense was occasioned. Closing Agent shall include an estimate of costs in the estimated closing statement. The actual costs may be greater or less than the estimate. No post-closing adjustments will be made, and if Closing Agent's estimate as to costs exceeds the actual cost incurred, Closing Agent shall retain the excess and, accordingly, Closing Agent may obtain a profit on the estimated costs.

Prorations. Adjustments or pro-rations of real estate taxes, and other charges if any, shall be made on a per-diem basis using a 365 day year, unless the closing agent is otherwise instructed.

Title Insurance. The closing agent is instructed to obtain and forward to the parties a preliminary commitment for title insurance on the property and on any other parcel of real property that will be used to secure payment of any obligation created in the transaction (referred to herein as "the title report"). The closing agent is authorized to rely on the title report in the performance of its duties and shall have no responsibility or liability for any title defects or encumbrances which are not disclosed in the title report.

Verification of Existing Encumbrances. The closing agent is instructed to request a written statement from the holder of each existing encumbrance on the property, verifying its status, terms, balance owing and, if it will not be removed at closing, the requirements that must be met to obtain a waiver of any due-on-sale provision. The closing agent is authorized to rely upon such written statements in the performance of its duties, without liability or responsibility for their accuracy or completeness.

Instructions From Third Parties. If any written instructions necessary to close the transaction according to the parties' agreement are given to the closing agent by anyone other than the parties or their attorneys, including but not limited to lenders, such instructions are accepted and agreed to by the parties.

Disclosure of information to Third Parties. The closing agent is authorized to furnish, upon request, copies of any closing documents, agreements or instructions concerning the transaction to the parties' attorneys, and to any real estate agent, lender or title insurance company involved in the transaction. Other papers or documents containing personal or financial information concerning any party may not be released to anyone other than the party's attorney or lender, without prior written approval.

Potential Legal Problems. If the closing agent becomes aware of any facts, circumstances or potential problems which in the closing agent's opinion should be reviewed by any of the parties' attorneys, the closing agent is authorized, in its sole discretion, to advise the parties of such facts, circumstances or potential problems and recommend that legal counsel be sought.

Closing Agent's Fees and Expenses. The closing agent's fee is intended as compensation for the services set forth in these instructions. If additional services are required to comply with any change or addition to the parties' agreement or these instructions, or as a result of any party's assignment of interest or delay in performance, the parties agree to pay a reasonable additional fee for such services. The parties shall also reimburse the closing agent for any out-of-pocket costs and expenses incurred by it under these instructions. The closing agent's fees, costs and expenses shall be due and payable on the closing date or other termination of the closing agent's duties and responsibilities under these instructions, and shall be paid one-half by the buyer and one-half by the seller unless otherwise provided in the parties' agreement.

Cancellation. These instructions may be canceled by a written agreement, signed by all of the parties, and payment of the closing agent's fees, costs and expenses. Upon receipt of such agreement and payment, the closing agent shall return any money or documents then held by it to the parties that deposited the same, and shall have no further duties or responsibilities under these instructions.

Inability to Comply With Instructions. If the closing agent receives conflicting instructions or determines, for any reason, that it cannot comply with these instructions by the date for closing specified in the parties' agreement or in any written extension of that date, it shall notify the parties, request further instructions, and in its discretion: (1) continue to perform its duties and close the transaction as soon as possible after receiving further instructions, or (2) if no conflicting instructions have been received, return any money or documents then held by it to the parties that deposited the same, less any fees and expenses chargeable to such party, or (3) commence a court action, deposit the money and documents held by it into the registry of the court, and ask the court to determine the rights of the parties. When the money and documents have been returned to the parties or deposited into the registry of the court, the closing agent shall have no further duties or responsibilities under these instructions.

Disputes. Should any dispute arise between the parties, or any of them, and/or any other party, concerning the property or funds involved in the transaction, the closing agent may, in its sole discretion, hold all documents and funds in their existing status pending resolution of the dispute, or join or commence a court action, deposit the money and documents held by it with the court, and ask the court to determine the rights of the parties. Upon depositing said funds and documents with the court, the closing agent shall have no further duties or responsibilities under these instructions. The parties jointly and severally agree to pay the closing agent's costs, expenses and reasonable attorney's fees incurred in any lawsuit arising out of or in connection with the transaction or these instructions, whether such lawsuit is instituted by the closing agent, the parties, or any other person.

Reimbursement of Closing Agent for Obligations Paid on Behalf of Client. Should the closing agent payoff a lien, judgment, or any other encumbrance on behalf of any party to the transaction, either before or after closing, the party expressly agrees to repay the closing agent the entire amount advanced on their behalf within 30 days, unless the closing agent expressly agrees otherwise.

Attorney's & Collection Agency Fees. Should it be necessary for the closing agent to institute legal proceedings to enforce its rights for any dispute that arises out of this transaction, including but not limited to payment of liens, judgments or encumbrances, paid by the closing agent on behalf of the client, the **parties expressly agree** that the prevailing party shall be awarded reasonable attorney's fees incurred as a result of said legal proceedings to include the cost of collection agency fees if applicable.

Vesting and Manner of Holding Title. If the parties or the parties' lender instructs the closing agent to change the manner in which the parties are vested or hold title to the property as a condition of closing the loan transaction the closing agent will follow those instructions. The closing agent will not, however, be held responsible or liable in **any manner what-so-ever** for any damages that may result from following the instructions to change the manner in which the parties are vested or hold title to the property, nor be held liable for any damages that result from the conveyance. The closing agent will not assist nor be held liable if the parties to the transaction decide to change the manner in which they are vested or hold title to the property after the transaction has closed. This provision applies to all changes in vesting including properties held in a trust, LLC, Corporation, or any other legal entity.

Notices. Any notice, declaration or request made under these instructions shall be in writing, signed by the party giving such notice or making such declaration or request, and personally delivered or mailed to the closing agent and other parties at their addresses set forth in these instructions.

Amendments. Any amendment, addition or supplement to these instructions must be in writing, signed by the appropriate parties and delivered to the closing agent.

Counterparts. These instructions may be executed in one or more counterparts with like effect as if all signatures appeared on one copy.

Effect. These instructions shall bind and benefit the parties, the closing agent, and their successors in interest.

Definitions. When used herein or in any amendment, addition or supplement hereto, words and phrases are defined and are to be construed as follows:

The words "buyer" and "seller" refer to all persons and entities identified as such by their signatures on this document, jointly and severally unless otherwise indicated, and shall be construed interchangeably with other similar terms such as "purchaser", "vendee", "vendor", "grantee" or "grantor" as may be appropriate in the context and circumstances to which such words apply.

The word "lender" refers to any lending institution or other party, including the seller if appropriate, that has agreed to provide all or part of the financing for the transaction or to which the buyer has made a loan application.

The phrase "these instructions" refers to the agreements, instructions and provisions set forth in this document and all amendments, additions and supplements to this document.

The phrase "the property" refers to the real property identified in the parties agreement, including any other parcel of real property that will be used to secure payment of any obligation created in the transaction, and does not include any items of personal property unless otherwise specifically stated in these instructions.

The phrase "outside of escrow" refers to any duty, obligation or other matter which is the sole responsibility of the parties or of any party, and for which the closing agent shall have no responsibility or liability.

In these instructions, singular and plural words, and masculine, feminine and neuter words, shall be construed interchangeably as may be appropriate in the context and circumstances to which such words apply.

MATTERS TO BE COMPLETED BY THE BUYER AND SELLER IMPORTANT-READ CAREFULLY

The following items must be completed by the parties, outside of escrow, and are not part of the closing agents' duties under these instructions.

Disclosures, Inspection and Approval of the Property. Any required disclosures concerning the property, or inspections or approvals of the property or of improvements, additions or repairs to the property will be arranged and completed by the parties, outside of escrow. The closing agent shall have no liability with respect to the accuracy of any disclosures made, or for the physical condition of the property, or any buildings, improvements, plumbing, heating, cooling, electrical, septic or other systems on the property, and no responsibility to inspect the property, or to otherwise determine or disclose its physical condition, or to determine whether any required disclosures have been made, or whether any required improvements, additions or repairs have been satisfactorily completed.

Personal Property. Any required inspections, approvals or transfers of possession of any owned or leased fixtures, equipment or other items of personal property included in the transaction, and payment of any personal property, sales or use taxes, will be completed by the parties outside of escrow. Unless otherwise instructed, the closing agent shall have no responsibility with respect to such personal property and shall not be required to determine the status or condition of the title to, encumbrances upon, ownership, or physical condition of such personal property, nor to calculate, pro-rate, collect, prepare returns for or pay any personal property tax, sales tax or use tax arising from the transaction.

Utilities. All orders, cancellations, transfers, payments and adjustment of accounts for water, sewer, garbage collection, electricity, gas, fuel oil, telephone, television cable and any other utilities or public services will be completed by the parties outside of escrow. Unless otherwise instructed, the closing agent shall have no responsibility to determine, collect, pay, pro-rate or adjust charges for installation or service for any utilities or public services, except to pro-rate existing recurrent assessments for public improvements, if any, which appear on the title report.

Fire or Casualty Insurance. If a new policy of fire, hazard or casualty insurance on the property is necessary to close the transaction, the buyer will arrange for the policy to be issued, outside of escrow, and will provide evidence of the required insurance coverage to the closing agent before the closing date. Unless otherwise instructed, the closing agent shall have no responsibility to contract for or obtain any policy of fire, hazard or casualty insurance on the property, or any assignment of such policy.

Possession of the Property. The transfer of possession of the property shall be arranged directly between the parties outside of escrow and shall not be the responsibility of the closing agent.

Collection Account. If any financing for the transaction will be provided by a private party, the parties are advised to open a collection account at a financial institution to receive and disburse payments to be made under the private promissory note or contract. The collection account shall be established by the parties outside of escrow and shall not be the responsibility of the closing agent.

Payment of Omitted Taxes. If any additional real property taxes are assessed for recent improvements made to the property and not added to the tax rolls before the closing date, the parties shall pay their respective shares of such omitted taxes, pro-rated as of the closing date, within 30 days after receipt of notification that such taxes have been assessed. The closing agent shall not be responsible or liable for any assessment, collection or payment of omitted taxes.

Individual Taxes. The parties are advised to consult with their attorneys to determine whether they must report income, deduct expenses or losses, or withhold or pay any income or business taxes as a result of the transaction. The closing agent shall have no responsibility for the parties' individual tax consequences arising from the transaction.

Foreign Investment in Real Property Tax Act. If any seller is, or may be, a non-resident alien or a foreign corporation, partnership, trust or estate for the purposes of United States income taxation, the parties are advised to consult with their attorneys before the closing date to determine their responsibilities and liabilities, if any, under the Foreign Investment in Real Property Tax Act (Section 1445 et seq. of the Internal Revenue Code). The closing agent is not required to verify the nationality or foreign status of any of the sellers, or to withhold, report or pay any amounts due under such act.

Approvals and Permits. The parties are advised to consult with their attorneys to determine whether any building, zoning, subdivision, septic system, or other construction or land use permits or approvals will be required, either before or after the closing date. The closing agent shall have no responsibility with respect to any such permit or approval, and shall have no liability arising from the failure of any party to obtain, or from the refusal of any governmental authority to grant, any such permit or approval.

Compliance With Certain Laws. The parties are advised to consult with their attorneys to determine their rights and responsibilities, if any, with respect to disclosures concerning the condition of the property, or under the Consumer Protection Act, Truth-in-Lending Act, Interstate Land Sales Act or other similar laws. The closing agent shall have no responsibility for disclosures concerning the condition of the property, or for the parties compliance, nor any liability arising from the failure of any party to comply, with any such requirement or law.

Additional Agreements, Instructions and Disclosures:

NOTICE TO PARTIES

The services of the closing agent under these instructions will be performed by a person certified by the Washington State Supreme Court to provide such services. Under that certification, Ashcroft Legal & Escrow may select, prepare and complete certain documents on forms which have been approved for their use. The specific documents prepared are: **See Attached Exhibit "A"**

You are further advised that:

**THE ESCROW CLOSER IS NOT ACTING AS THE ADVOCATE OR REPRESENTATIVE OF EITHER (OR ANY) OF THE PARTIES.
THE DOCUMENTS PREPARED BY THE CLOSING AGENT WILL AFFECT THE LEGAL RIGHTS OF THE PARTIES.
THE PARTIES' INTERESTS IN THE DOCUMENTS MAY DIFFER.
THE PARTIES HAVE A RIGHT TO BE REPRESENTED BY LAWYERS OF THEIR OWN SELECTION.**

Furthermore, The Closing Agent cannot give legal advice as to the manner in which the documents affect the parties unless an attorney client relationship has been entered into between Ashcroft Legal & Escrow and the Client(s). The existence of an attorney client relationship shall be evidenced by Letter of Engagement which will be separate and apart from these instructions.

BY SIGNING THESE INSTRUCTIONS, EACH PARTY ACKNOWLEDGES: I have been specifically informed that the closing agent has not offered us any advice concerning the merits of the transaction or the documents that will be used to close the transaction.

The closing agent has not offered any legal advice or referred me to any named attorney, but has clearly requested that I seek legal counsel if I have any doubt concerning the transaction or these instructions.

I have had adequate time and opportunity to read and understand these instructions and all other existing documents referred to in these instructions.

BUYERS:

Buyer's Mailing Address:

Home Phone:
Work Phone:

SELLERS:

Seller's Mailing Address:

Home Phone:
Work Phone:

Accepted:

By _____

EXHIBIT "A"

ESCROW FILE NO.: **Escrow Closer:** _____

TITLE FILE NO.: _____

PURCHASER(S):

SELLER(S):

FORMS

SECTION 1: MORTGAGE LENDING DOCUMENTS

_____ All documents approved and designed for use by the Secondary Mortgage Market, including Notes, Deeds of Trust, and Riders. The Secondary Mortgage Market is defined as federally related institutions such as FNMA, FHLMC and GNMA, except Regulation "Z".

SECTION 2: ESCROW DOCUMENTATION

- _____ Statutory Warranty Deed
- _____ Statutory Warranty Deed (Fulfillment of REC)
- _____ Quitclaim Deed
- _____ Seller's Assignment of Contract and Deed
- _____ Purchaser's Assignment of Contract and Deed
- _____ Bargain and Sale Deed
- _____ Deed of Trust (Short Form)
- _____ Assignment of Deed of Trust
- _____ Deed of Trust (Long Form)
- _____ Deed of Trust (Amended Long Form)
- _____ Request for Full Reconveyance
- _____ Request for Partial Reconveyance
- _____ Promissory Note - Monthly Installments
- _____ Promissory Note - Interest Included - Due Date
- _____ Promissory Note - Interest Extra
- _____ Promissory Note - Straight
- _____ Promissory Note
- _____ Request for Notice
- _____ Bill of Sale
- _____ Subordination Agreement
- _____ Real Estate Contract (Short Form)
- _____ Real Estate Contract (Long Form)
- _____ Mortgage (Statutory Form)
- _____ Satisfaction of Mortgage
- _____ Partial Release of Mortgage
- _____ Satisfaction of Lien
- _____ Partial Release of Lien
- _____ Satisfaction of Judgment
- _____ Partial Release of Judgment
- _____ Waiver of Lien
- _____ Partial Waiver of Lien
- _____ Special Power of Attorney (Sale)
- _____ Special Power of Attorney (Purchase/Encumber)

SECTION 3: U.C.C. FORMS

_____ All U.C.C. filing forms including Security Agreement Forms with the exception of:

- WBA UCC 2
- UCC 4
- UCC 5

SECTION 4: EXCISE TAX AFFIDAVIT FORMS

- _____ Real Estate Excise Tax Affidavit
- _____ Department of Licensing Forms

SECTION 5: FARMERS HOME ADMINISTRATION FORMS

_____ All documents approved and designated for use by the United States Department of Agriculture Farmers Home Administration in connection with closing a FmHA on residential property.

INITIALS:

Purchaser _____ Seller _____