



Escrow Serviced by Greater Illinois Title Company, 120 N. LaSalle St., Chicago, IL 60602-Contact: [greaterindianaclosings@gitc.com](mailto:greaterindianaclosings@gitc.com)

**STRICT JOINT ORDER ESCROW INSTRUCTIONS**

GIT NO.: \_\_\_\_\_ DATE: \_\_\_\_\_

To: Greater Illinois Title Company, as Escrowee

***Customer Identification:***

Purchaser: \_\_\_\_\_

Owner: \_\_\_\_\_

Property Address: \_\_\_\_\_

**Deposits:**

The sum of \_\_\_\_\_ and NO/100 ----- (\$ \_\_\_\_\_)

***Delivery of Deposits:***

The above-referenced escrow trust deposits (“deposits”) are deposited with escrowee to be delivered by it only upon the receipt of a joint order of the undersigned or their respective legal representatives or assigns.

In no case shall the above-mentioned deposits be surrendered except upon the receipt of an order signed by the parties hereto, their respective legal representatives or assigns, or in obedience to the court order described below.

***Requirement of Good Funds:***

Pursuant to the Indiana Good Funds Law Indiana Code 27-7-3.7-1 et seq. concerning Good Funds in real estate transactions requires funds deposited into an escrow account for closing from any party to the transaction in amounts over \$10,000.00 to be in the form of an irrevocable wire transfer. Funds deposited into an escrow account for closing in an amount less than \$10,000.00 must be in the form of cash, irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent or check drawn on the trust account of a real estate broker licensed under IC 25-34.1. Personal checks exceeding \$500.00 will not be accepted.

Under all circumstances, Greater Indiana Title Company and Greater Illinois Title Company, as servicing agent, reserves the right to approve all funds and to make determinations of whether there are sufficient funds available for withdrawal in the account upon which the funds are drawn at the time of disbursement.

***Billing Instructions:***

Escrow fee will be billed as follows: Escrow Fee \_\_\_\_\_

PLEASE NOTE: The escrow fee for these joint escrow instructions is due and payable at the time of commencement of said joint escrow and then again on the anniversary date of said joint escrow. Greater Indiana Title Company or Greater Illinois Title Company, as servicing agent, at its sole discretion, may reduce or waive the escrow fee for these joint order escrow instructions in the event the funds on deposit herein are transferred to or disbursed in connection with sale escrow instructions or an agency closing transaction established at Greater Indiana Title Company or Greater Illinois Title Company.

***Investment:***

Deposits made pursuant to these instructions may be invested on behalf of any party or parties hereto: provide that any direction to escrowee for such investment shall be expressed in writing and contain the consent of all other parties to this escrow, and also provided that escrowee is receipt of the

taxpayer's identification number and investment forms as required. Escrowee will, upon request, furnish information concerning its procedures and fees for investment.

***Commingle:***

Except as to deposits of funds for which escrowee has received express written direction concerning investment or other handling, the parties hereto agree that escrowee shall be under no duty to invest or reinvest any deposits at any time held by it hereunder: and further that escrowee may commingle such deposits with other deposits or with its own funds in the manner provided for the administration of funds under Section 2-8 of the Corporate Fiduciary Act (205 ILCS 620/2-8) and may use any part or all such funds for its own benefit without obligation to any party for interest or earnings derived thereby, if any. Provided, however, nothing herein shall diminish escrow trustee's obligation to apply the full amount of the deposits in accordance with their terms of these escrow instructions.

In the event the escrowee is requested to invest deposits hereunder, Greater Indiana Title Company or Greater Illinois Title Company, as servicing agent, is not to be held responsible for any loss of principal or interest which may incurred as a result of making the investments or redeeming said investment for the purpose of these escrow instructions.

***Compliance With Court Order:***

The undersigned authorize and direct the escrowee to disregard any and all notices, warnings or demands given or made by the undersigned (other than jointly) or by any other person. The said undersigned also hereby authorize and direct the escrowee to accept, comply with, and obey all writs, orders, judgments or decrees entered or issued by any court with or without jurisdiction; and in case the said escrowee obeys or complies with any such writ, order, judgment or decree of any court, it shall not be liable to any of the parties hereto or any other person, by reason of such compliance, notwithstanding any such writ, order, judgment or decree by entered without jurisdiction or be subsequently reversed, modified, annulled, set aside or undersigned, for themselves, their heirs, personal representatives, successors, and assigns, jointly and severally, agree to pay said escrowee, upon written demand, all costs, attorney's fees, and expenses incurred with respect thereto. The escrowee shall have a lien on the deposit(s) herein for any and all such costs, fees, and expenses. If said costs, fees and expenses are not paid, then the escrowee shall have the right to reimburse itself out of the said deposit(s).

**Execution:**

The escrow instructions, amendments or supplemental instructions hereto, may be executed in counterparts, each of which shall be deemed any an original and all such counterparts together shall constitute one and the same instrument.

**Sellers:**

\_\_\_\_\_ Date:\_\_\_\_\_

\_\_\_\_\_ Date:\_\_\_\_\_

**Email:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Buyers:**

\_\_\_\_\_ Date:\_\_\_\_\_

\_\_\_\_\_ Date:\_\_\_\_\_

**Email:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Accepted: Greater Indiana Title Company, as title company**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Accepted: Greater Illinois Title Company, as servicer of the escrow**

By: \_\_\_\_\_ Date: \_\_\_\_\_