

# Escrow Agreement

Date \_\_\_\_\_ Escrow No. \_\_\_\_\_ (Office Use Only)

**Escrow Agent:**

**Black Hills Escrow, LLC**  
810 N Main Street, PMB #294  
Spearfish, SD 57783-2166

**Physical Address:**

**Black Hills Escrow, LLC**  
501 Grant Street  
Belle Fourche, SD 57717

**Phone No.**  
605.559.1119

SELLER INFORMATION

Name: \_\_\_\_\_ **SSN/TIN:** \_\_\_\_\_

Name: \_\_\_\_\_ **SSN/TIN:** \_\_\_\_\_

Street Address/P. O. \_\_\_\_\_  
Box No. \_\_\_\_\_

City, State, ZIP Code \_\_\_\_\_

Phone No. \_\_\_\_\_ Email Address: \_\_\_\_\_

BUYER INFORMATION

Name: \_\_\_\_\_ **SSN/TIN:** \_\_\_\_\_

Name: \_\_\_\_\_ **SSN/TIN:** \_\_\_\_\_

Street Address/P. O. \_\_\_\_\_  
Box No. \_\_\_\_\_

City, State, ZIP Code \_\_\_\_\_

Phone No. \_\_\_\_\_ Email Address: \_\_\_\_\_

**Buyer and seller hereby agree to appoint Black Hills Escrow, LLC ("Escrow Agent") to serve as Escrow Agent.**

**1. Documents. Buyer and Seller are depositing the following documents into escrow (*check all that apply*):**

- |  |   |
|--|---|
| <input type="checkbox"/> Agreement dated _____           | <input type="checkbox"/> Warranty Deed dated _____              |
| <input type="checkbox"/> Contract for Deed dated _____   | <input type="checkbox"/> Quitclaim Deed dated _____             |
| <input type="checkbox"/> Promissory Note dated _____     | <input type="checkbox"/> Certificate of real estate value _____ |
| <input type="checkbox"/> Amortization schedule _____     | <input type="checkbox"/> Abstract / Title Insurance _____       |
| <input type="checkbox"/> Mortgage dated _____            | <input type="checkbox"/> Property Insurance _____               |
| <input type="checkbox"/> Release of Mortgage dated _____ | <input type="checkbox"/> Other (identify) _____                 |
| <input type="checkbox"/> Bill of Sale dated _____        |   |

**These documents shall be held in escrow under the terms of this Escrow Agreement.**

**2. Description of Property.**

Legal description:  
(or see attached sheet)

Street Address: \_\_\_\_\_ Tax Parcel ID No. \_\_\_\_\_

**3. Financing Terms.**

Sale Price: \$ \_\_\_\_\_ Interest rate: \_\_\_\_\_ %

Down Payment: \$ \_\_\_\_\_ Interest begins (m/d/yyyy): \_\_\_\_\_

Unpaid Balance: \$ \_\_\_\_\_

Interest calculated on a 360 / 365 day year (Circle or Select One)

**4. Payment Terms (check all that apply):**

Principal and interest payments are payable in (check one):  monthly  quarterly  annual  other

payments of \$ \_\_\_\_\_ each, commencing \_\_\_\_\_, and the same day of each payment period thereafter. All payments are to be applied first to interest and then to the reduction of principal.

Principal only payments are payable in (check one):  monthly  quarterly  annual  other

payments of \$ \_\_\_\_\_ each, commencing \_\_\_\_\_, and thereafter on the same day of each payment period.

Interest only is payable on \_\_\_\_\_.

Other \_\_\_\_\_

Balloon payment or final payment is due on \_\_\_\_\_.

Prepayment  is  is not allowed. Prepayment conditions:

Partial payments  are  are not allowed.

**5. Breakdown of Payments.**

**Principal & Interest** \$ \_\_\_\_\_

**Additional payments:**

Taxes & Insurance: \$ \_\_\_\_\_

Escrow Collection Charge: \$ \_\_\_\_\_

Late Payment Penalty: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

**TOTAL PAYMENT:** \$ \_\_\_\_\_

**All payments should be made payable to:**

**Black Hills Escrow, LLC  
810 N Main Street, PMB #294  
Spearfish, SD 57783-2166**

**6. Processing of Payments.**

Payments shall be disbursed as follows:

Escrow Agent shall have the right to accept checks as payment from Buyer and to issue notifications, subject to collection of good funds for said checks. On a provisional basis, payment shall be effective as of the date said check is received. If any check is dishonored, the Escrow Agent is authorized to reverse any credit given to the Seller's escrow account in the amount of the dishonored check. Escrow Agent shall not be liable for interest on any deposit of money. Escrow Agent may rely upon any paper, document or other writing reasonably believed by it to be authentic in making any delivery of money or property hereunder.

If any underlying mortgage loan or contract payment is mailed, wired, or transported by courier, from the proceeds of any payment called for in this Escrow Agreement, Escrow Agent will not be responsible for any delay caused by the mail service, wire, or courier.

**7. Taxes and Insurance Reserve (check all that apply).**

Escrow Agent will collect reserve funds to pay (check all that apply):  property taxes,  homeowners insurance, and  \_\_\_\_\_ other

Property tax amount per payment period: \_\_\_\_\_

Property taxes should be paid to \_\_\_\_\_ County Treasurer at \_\_\_\_\_, beginning \_\_\_\_\_, with payment due as follows: \_\_\_\_\_

Insurance amount per payment period: \_\_\_\_\_

Insurance should be paid to: \_\_\_\_\_, beginning \_\_\_\_\_, with payment due as follows: \_\_\_\_\_

Other reserve funds: \_\_\_\_\_

It shall be the sole responsibility of Seller and Buyer to assure that property taxes are paid and insurance coverage is paid for and properly maintained.

**8. Transfer or Assignment.**

Transfer or Assignment of Buyer's right, title or interest  shall  shall not require Seller's written consent. Escrow Agent is not bound by any transfer or assignment unless written notice is provided and all fees related to said transfer or assignment are paid.

**9. Escrow Charges. Escrow Agent shall be paid according to the following:**

(a)	Set-up Fee	Seller \$ _____	Buyer \$ _____	(b)	Disbursement Fee	Seller \$ _____	Buyer \$ _____
(c)	Taxes/Ins. Fee	Seller \$ _____	Buyer \$ _____	(d)	Prepare Ammort. Schedule	Seller \$ _____	Buyer \$ _____

The periodic fees will be paid with each payment.

The recording and/or transfer fees shall be paid by the  Buyer or  Seller. (Check one.)

Escrow Agent is authorized to increase the escrow and collection charges at any time and from time to time in such amounts as it deems necessary, effective upon written notice by Escrow Agent to the person(s) designated above. Ratification by the parties to this Escrow Agreement of any such new charges shall be conclusively presumed unless written objection is received by Escrow Agent within 10 days after the notice has been mailed by Escrow Agent. Should a written objection be timely given, Escrow Agent shall then have the right, by written notice to the other parties, to terminate this Escrow Agreement on the day designated in said notice, which day shall not be earlier than 30 days from the date of the notice, whereupon the Escrow Agreement shall automatically terminate on such day and all documents will be released to the Seller.

**10. Late Notices.**

Late Notices to be sent by Escrow Agent:  Yes (If Yes, see terms below)  No

Late notices will be sent to the Buyer on the Seller's behalf when the account is 10 days and 30 days delinquent. Seller will be charged \$10.00 per notice sent. Escrow Agent shall automatically deduct these fees from the next payment received or shall bill these fees to the Seller. These fees are to be paid within 30 days of Seller receiving said invoice if no payment is ever received from Buyer.

**11. Termination/Closing of Escrow.**

With the exception of the Contract for Deed or Agreement, the documents deposited in escrow shall be delivered to Buyer, or to any one of them if there are more than one, upon written demand, after payment by Buyer of the principal balance, plus accrued interest and any outstanding escrow charges.

If Buyer shall fail to make the payments provided herein, or if Buyer or Seller shall otherwise default in their reciprocal obligations, then the party injured by the default may terminate this Escrow Agreement and request delivery of the escrow documents from Escrow Agent. Escrow Agent shall not be charged with knowledge of the contents of the escrow documents, including, but not limited to, the default and cure provisions contained herein. Written notice from Seller or Buyer to Escrow Agent, in a form and content acceptable to Escrow Agent, stating that a default has occurred and that a copy of said notice has been mailed to the other party's last known address shall be sufficient authorization for Escrow Agent to return escrow documents to the requesting party and to consider this Escrow Agreement terminated. Escrow Agent shall not be responsible for ascertaining or in any way verifying that Seller or Buyer has adhered to contract and/or statutory default or cure requirements; nor will Escrow Agent be responsible for collection or past due payments and/or any late fees not paid. When the Escrow is terminated or paid in full, the Escrow Agent can charge a fee of \$100 as an Escrow Closing Fee to be paid 50/50 by buyer and seller and any other fees deemed necessary to fulfill the terms and conditions of this Agreement.

**12. Limitations of Escrow Agent's Liability.**

Escrow Agent's sole responsibility is to receive and disburse payments and hold and deliver documents as provided herein. Escrow Agent accepts documents as delivered, and is not responsible for the contents, form, execution or adequacy of the documents deposited in the escrow nor is Escrow Agent responsible for documents not immediately escrowed.

Escrow Agent shall have no duty to investigate or inquire into the accuracy of any notice, or the genuineness or legal validity of any signature on such notice, furnished in connection with this Escrow Agreement.

Escrow Agent shall not be obligated to take any action which, in the opinion of its counsel, may be unlawful or unduly expose Escrow Agent to the risk of liability, and Escrow Agent shall otherwise be entitled to rely on the advice of its counsel with respect to legal matters.

Escrow Agent shall not be bound by any of the terms and conditions of any of the escrowed documents or other agreement now in effect or hereafter binding on any party to this Escrow Agreement, unless Escrow Agent shall also be a party to such agreement.

Except as expressly set forth in this Escrow Agreement, Escrow Agent shall have no duties, obligations or liabilities with respect to the transactions contemplated by Seller and Buyer. Escrow Agent agrees to perform its duties under this Escrow Agreement; but neither Escrow Agent nor any of its directors, officers, employees or agents shall be answerable or accountable for any act or failure to act under any circumstances, except Escrow Agent's own gross negligence or willful misconduct.

Any and all notices or certificates to be given to, and all demands to be made on Escrow Agent under this Escrow Agreement shall be in writing and shall be effective only upon actual receipt by Escrow Agent and the expiration of a reasonable time for Escrow Agent to act thereon.

The undersigned jointly and severally agree to pay Escrow Agent its charges for acting as escrow agent, and to indemnify and save Escrow Agent harmless from any and all liability to any person, entity or corporation, including those not a party to this agreement, arising from this Escrow Agreement or in connection therewith, including any and all costs, attorney fees and expenses, and reasonable compensation for its services and time incurred in the protection of the escrow property, or itself as escrow agent, or in disputes related thereto. Escrow Agent shall have a first lien upon all deposits and documents in the escrow, to secure payment of its charges and this indemnity agreement

Seller and Buyer expressly authorize Escrow Agent to deduct charges and expenses, without previous notice, from the funds deposited under this Escrow Agreement, in the event payment is not promptly received.

Escrow Agent, in case of dispute between the parties hereto or if a default notice has not been documented to its satisfaction, at its option, is authorized to hold documents and payments pertaining to the escrow in its possession until Buyer and Seller mutually direct Escrow Agent in writing as to the disposition of the escrow, or Escrow Agent may dispose of the escrow by interpleader or other suitable action and Escrow Agent shall not liable to the parties for such retention or action.

If there is a disagreement between the parties to this agreement or any other person resulting in adverse claims and demands, the Escrow Agent shall be entitled, in the Escrow Agent's sole discretion, to refuse to comply with such adverse claims, or to make no delivery or other disposition of any money or documents as long as such disagreement shall continue. In such case, the Escrow Agent shall not be or become liable in any way for its failure or refusal to comply with such adverse claims or demands or its decision to comply with the claims or demands. The Escrow Agent shall be entitled to refrain from acting until (1) the rights of the adverse claimants have been finally settled by arbitration or adjudication, or (2) all differences have been resolved by agreement and the Escrow Agent has been notified thereof in writing by all interested parties.

**13. Miscellaneous.**

This Escrow Agreement constitutes the entire agreement between the undersigned parties, and no representations, statements or covenants not contained in the Escrow Agreement shall be binding upon Escrow Agent. The Escrow Agreement cannot be changed without the written consent of Escrow Agent.

**14. Special Instructions.**

\_\_\_\_\_  
Seller Date\_\_\_\_\_

\_\_\_\_\_  
Seller Date\_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_  
Buyer

\_\_\_\_\_ Date \_\_\_\_\_  
Buyer

**Escrow accepted on the above terms and conditions only.**

**Black Hills Escrow, LLC**

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