



## Construction Loan Agreement and Instructions

Escrow# \_\_\_\_\_

Project# \_\_\_\_\_

### Payee/Seller:

\_\_\_\_\_  
Last Name (Company)                      First Name                      SSN/TIN                      Disbursement %

\_\_\_\_\_  
Last Name (Company)                      First Name                      SSN/TIN                      Disbursement %

\_\_\_\_\_  
Mailing Address    City    State                      Zip

\_\_\_\_\_  
Phone Number(s)    Email Address    Email Receipts: Yes  No

### Payor/Purchaser:

\_\_\_\_\_  
Last Name (Company)                      First Name                      SSN/TIN                      Disbursement %

\_\_\_\_\_  
Last Name (Company)                      First Name                      SSN/TIN                      Disbursement %

\_\_\_\_\_  
Mailing Address    City    State                      Zip

\_\_\_\_\_  
Phone Number(s)    Email Address    Email Receipts: Yes  No

### Property Information:

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

\_\_\_\_\_  
Tax Parcel Number(s)

**Construction Funds to be Released Under the Following Conditions:**

**Documents Placed in Escrow:**

Real Estate Contract       Deed       Note       Request for Reconveyance   
Deed of Trust       Mortgage       Other (please specify)

**Terms and Conditions:**

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Unpaid Balance      Interest Rate      Date Interest Begins      First Payment Due      Due Every(date) Thereafter

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Payment Amount      Applied as:    Principle and Interest       Principle       Interest

Payment Frequency:    Weekly     Monthly     Quarterly     Semi-Annual     Annual

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Additional or Balloon Payment Amount      Due On      Late Charge on Balloon    After    Days Grace

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Late Payment Charge    After    Days Grace

Interest will be calculated daily unless box is checked.    30 Day

Account Servicing Fees (\*Required):    Payee     Payor     Split between Payee and Payor   
(Fees will be split between Payee and Payor if not specified.)

**Disbursements:**

Servicer is directed to disburse payments as follows (check all that apply):

- Check to the named Payee(s) (attach separate pages for additional disbursements)
- Check to Underlying Lienholder (complete and attach Prior Lien Addendum)
- Electronic Deposit to Payee(s) bank account (complete and attach Automatic Deposit Authorization)

**Additional Terms:**

## Terms and Conditions:

1. For the purposes of this Escrow Agreement and Instructions, "the Company" shall mean Stevens County Title Company, "Payor" shall include the Purchaser, Maker or Borrower, the "Payee" shall include Seller, Beneficiary or Lender. If two or more persons constitute either the Seller or Purchaser, the word "Seller" or the word "Purchaser" shall be construed as if it read "Sellers" or "Purchasers".
2. Any payment will be posted and applied to the account as of the day they are received by the Company during regular business hours. The Company is authorized to accept payments received and apply said payment upon the herein described account. The payment of any installment directly to the Payee, the existence of any offset, counterclaim or difference as between the parties hereto, or the acceptance of previous delinquent installments shall not alter or limit the terms of these instructions. The Company will apply each payment first to any escrow fees due, second to any reserves, third to any late charges, fourth to interest calculated in accordance with these instructions, with the remainder to be credited to principal unless interest only computations have been elected. If any application of payment is in conflict with the agreement between the parties, separate written instructions to the company are required. Payments will not be processed on Saturdays, Sundays or posted Company holidays. The Company will not be responsible for delays due to Acts of God or other causes outside the Company's control. On the last business day of the year, the company will stop posting payments as of 4:00 p.m. and any payments received after that time will be posted on the first business day of the following year.
3. All non-cash payments received by the Company will be credited conditionally, and if an item tendered to the Company as payment by Payor is returned to the Company "unpaid", the Company will give notice thereof to Payee. Payee must return to the Company any proceeds of the "unpaid" item within five (5) days of notice. Payor will be charged a return check charge and all subsequent payments made by Payor must be in cash, certified funds or Bank Cashier's Check. The Company also reserves the right to clear any checks prior to disbursing funds, or to return any checks mailed to the Company after the Payor has been instructed to pay all future payments in certified funds. The Company may seize all future payments made by the Payor until the Company has recovered both the amount of the insufficient payment and all fees and/or charges due to the Company.
4. Disbursements on the account will be made in accordance with the instructions above and according to written instructions from Payee or Payee's agent. The Company will either mail a check directly to the payee, or underlying loan, transfer the funds electronically or apply to another account. The Company will send out the disbursements on the first business day following the date the payment is made; however, the Company is not responsible for the length of time that it takes for the funds to be received by the Payee. In the event a check becomes lost or stolen, the Company may require a Stop Payment Indemnity to be filled out and returned prior to the Company replacing the lost check. Any personal checks submitted for a payoff will be held by the Company until the check has cleared Payor's bank. If the Company does not have a valid current address for Payee, or if the Payee's bank returns an ACH payment for any reason, the Company will hold all distributions for that Payee in a non-interest bearing trust account, without liability.
5. The Company will record or deliver to the Payor the documents held in escrow once the account is paid in full, including all fees. The Company may hold the appropriate documents from release to the Payor or Auditor for recording until the Company has verified the payoff funds. All original documents will be held in escrow until the time of payoff, or until the Company receives a written instruction signed by all parties or receives a recorded Declaration of Forfeiture or Foreclosure/ Trustee's Deed. The Company is not responsible for filing/recording any documents unless necessary fees are collected at the time of payoff. The Company shall not be liable or responsible for the sufficiency, correctness, genuineness or validity of any of the instruments deposited with the Company. The Company will retain the files in accordance with its record keeping policies.
6. If the Company receives any document transferring the interest of the Payee or Payor, along with the proper instructions and assignment fee, the Company shall transfer the interest in the account. It is not the responsibility of the Company to determine the validity of the transfer or whether consent is required and/or given to make the transfer. In the event of a transfer of interest, these instructions will apply to the party who assumes an interest in the account. In the absence of written notification and necessary forms, the Company has no responsibility or liability for such changes.
7. The Company will not send Payor any legally binding notices of default or forfeiture. The Company will, at request of Payee and pursuant to existing rate schedule, send past due reminder notices to Payor.
8. The annual escrow fee, payable monthly and added to the monthly payment, shall be set at such rate as may from time to time prevail for the provision of escrow services, according to the Company's schedule thereof, plus reasonable charges for extraordinary services, including, but not limited to transfer, escrow instructions, modifications, and assignments. The Company reserves the right to change the fee schedule at any time. Any charges will be made under the then current schedule. If any escrow fees are not paid the Company is authorized to deduct the full amount due from payment prior to applying payment to the amount due to Payee. The Company offers supplemental services for a fee as outlined on the Company's fee schedule. The requesting Parties agree to pay all fees for supplemental services.
9. Any modifications to the account such as, but not limited to, address changes, tax identification numbers or disbursement instructions must be made in writing. If changes in the terms of the account are required, the Company must be instructed in writing and said instructions must be signed by all parties. If adjustments to the application of payments are required, the Company must be instructed in writing. In any event, the Company will not be responsible for backdating any payments or making adjustments to the principal and interest that are greater than 60 days old. It is the responsibility of the Payee and Payor to check the payment notifications and buyer receipts to verify accuracy of each payment applied. In the event of any dispute or misunderstanding the Company is authorized to deposit the matter in the Stevens County Superior Court for the State of Washington and will then be relieved of any further charges and obligations. The Company reserves the right to delay distributions until payments deposited have cleared the issuers bank.
10. The Company's costs, expenses, charges and attorney's fees are hereby made a first and paramount lien on all monies, papers and items deposited with said escrow.
11. These instructions define and limit all the duties and responsibilities of the Company. The Company shall never need to refer to or interpret any other document relating to this escrow, or give consideration to the conduct of the parties. The Company will not be liable for any acts, or failures to act, in good faith not resulting from gross negligence on its part. The parties hereto agree that the Company will not be responsible for any of the following:
  - (a) For the correctness or completeness or legal sufficiency of any document held in or made a part of the escrow;
  - (b) For notifying any party of either non-payment or declaration of default except as herein provided or

notifying either party of any sale or transfer of the property;

- (c) For the deposit, procurement, or renewal of insurance policies, riders, or clauses;
  - (d) For the payment of insurance premiums, taxes, or other assessments, except as set forth in Reserve Agreement;
  - (e) For the determination of balances to third parties or overpayments when acting upon written instructions;
  - (f) For the performance of any act or payment not expressly set forth in these escrow instructions, even though contained in the documents deposited;
  - (g) For Payor's failure to make full payments when due or to perform under any covenant under the documents deposited;
  - (h) For the application of any distributions made at the direction of Payee other than for deposit into Payee's account;
  - (i) For taking any legal or other steps to enforce collections of payments;
  - (j) For failure to apply the payment to the correct account if Payor does not put account number on the payment.
12. The Company reserves the right to resign from and terminate this escrow agreement with thirty (30) days written notice to the parties hereto, mailed by ordinary mail to the parties respective last known addresses. Within ten (10) days after such notice is mailed, the Payee and Payor, or their respective assignors shall agree upon the disposition of all documents, properties or monies in the Company's possession, and, if no such agreement is reached in that ten (10) day period, the Company is authorized to either: (1) place all documents, properties or money with any licensed escrow company for further handling; or (2) institute such legal proceedings as it deems advisable to determine the respective rights of the undersigned parties. If the Company is advised in writing by the Payee that forfeiture process has been completed, the Company is authorized to surrender to the Payee, upon written demand, all documents then in the Company's possession, thereby terminating this escrow.
13. The provisions of these instructions will be binding upon and inure to the benefit of the Parties, and their legal representative, heirs, successors and assigns of the Parties hereto.
14. The Company reserves the right to audit the account and any errors or omissions may be corrected at any time. 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.
15. In the event of any bankruptcy proceeding, the Company will not be considered as the agent for the Parties for notification of the event, nor will the Company be responsible for forwarding to the Parties any bankruptcy notices it receives. Parties agree that they will not, or they will instruct their counsel not to, list the Company as their creditor. Parties further agree to forward copies of any initial bankruptcy filings to the Company. The Company may, at its discretion, resign or continue to accept and distribute payments and discontinue tracking a balance after receiving such notice.
16. This Agreement has been made and will be interpreted and enforced in and under the laws thereof as if all Parties were residents of Stevens County, Washington.
17. The Company is authorized to provide beneficiary/payoff statements (for the documents deposited) to the Payor or other persons authorized by law to receive such information, and to charge the fee permitted by law for providing those statements. The Company may require, but does not need, Payee's approval of such figures. Payee has no recourse against the Company for quoting an incorrect payoff figure based on the information in the Company's possession at the time the quote was requested.
18. Parties understand and agree that the Company has no authority to act as an agent for the Payee or Payor. They further agree that neither Payee or Payor has any right or authority to direct or control the actions of the Company beyond the limited undertakings as detailed in the Agreement. Nothing contained in these terms and conditions will replace, modify, or amend the

terms of the note or contract between the Payor and Payee, to which the Company is not a party. Except as related to the schedule of payments, Parties agree that the Company responsibilities are limited to those detailed in this Agreement, including any addendums or modifications made in compliance with other provisions of this Agreement. In the event of a conflict between the documents deposited and this Agreement, except as related to the schedule of payments, this agreement prevails. The Company will be responsible only for the exercise of ordinary care in crediting and transmitting the funds and documents received under the Agreement and shall be released from all further liability.

19. In the event of a dispute or conflicting instructions from Parties, the Company shall have the right to seek legal remedies and to do any or all of the following:
- (a) Discontinue services until dispute or conflict is resolved;
  - (b) Terminate this Agreement with 30 days' notice, and may return documents deposited and an accounting of funds received to the appropriate party;
  - (c) Begin an interpleader action in court, thereby absolving the Company from all further obligation or liability under this Agreement. Parties jointly and separately agree to indemnify and hold the Company harmless for any costs, damages, attorney fees, collection agency fee, employee time, expenses, and liabilities sustained in connection with servicing this account, including any arising court actions or interpleader actions. Parties also jointly and separately agree to pay the Company upon demand for said items.
20. The Company will provide billing statements or payment coupons for the convenience of the Payor. PLEASE NOTE: Failure to receive statement or coupons does NOT excuse the Payor from making timely payments
21. This Agreement, including any addendums or modification made in compliance with other provisions of the agreement, constitutes the entire understanding of the Company and the Parties to this Agreement. This Agreement may be modified or amended by the company upon written notice to the Payee and Payor, or in writing by the appropriate parties and accepted by the Company. Delivery of the documents is irrevocable and will survive the death, disability, or incompetency of the delivering Parties. The documents may not be withdrawn from the Company unless requested in writing by both Parties (Payee and Payor), except as detailed in this Agreement.
22. The Company shall hold all payments it collects after receiving: 1) Notice of the death of a Payee 2) A pending assignment, in a non-interest bearing trust account, without liability. The funds will be paid out only when the Company, in its sole discretion, has sufficient documentation to establish the rightful owner.
23. In the event of an overpayment for any reason, including payment sent due to the Company's error, the Parties agree to reimburse the Company immediately. The Company also has the right to recover against funds it is holding, or which come into its possession.
24. Any computation, application of principle and interest, or other payment shall be deemed correct, unless the Party affected notifies the Company that such computation or application is not correct within 60 days after notice of the computation or application is sent. Should no payment installment be received by the Company for a period in excess of one hundred fifty (150) days after applicable due date, the Company may assume the Parties have abandoned the servicing account and upon thirty (30) days' written notice to the last known address of each Party, and non-objection thereto by any Party, the Company may return all documents to the Seller/Payee and the Company's responsibility hereunder shall terminate.
25. If any default under the terms of the collected documents including installment of payments, remains uncured for a period of one hundred (120) days from due date, the Company may deliver all

documents deposited to the Payee upon demand of Payee or at election of the Company, unless default has been cured before receiving Payees' request. The Company shall have no liability for accepting payments after Payee begins forfeiture, foreclosure, or judicial action against Payor until after the Company has received written notice of such action from Payee and proof of delivery of pertinent document to Payor.

26. Withdrawal and cancellation of Agreement. Parties may request cancellation of this Agreement by delivering a signed, written request to the Company along with the Company's File Close Out Fee and all outstanding servicing fees and charges. The Company will not release original documents unless File Close Out fee and all outstanding fees and

charges are paid in full. The Company may terminate this Agreement, with or without cause, with thirty (30) days' written notice to Parties last known addresses. The Company will deliver the documents based upon instruction from the Party(ies) who signed the Agreement upon receipt of the Company's File Close Out Fee and all unpaid fees and charges.

27. The parties may request information from the Company and notify the Company of specific errors by submitting a qualified written request in the form of written correspondence, other than notice on a payment coupon or other payment medium supplied by the Company, which includes the requestor's name, account number, and reason for the request. Requests for information and notifications of error should be sent to the Company at PO Box 349/ 280 South Oak Colville, WA 99114.

**Read these instructions carefully and do not sign them unless they are acceptable to all Parties**

**SIGNATURE OF PAYEE**

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

**SIGNATURE OF PAYOR**

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

**These Escrow Instructions are received and accepted by:**

Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_