



Sanctity of Contract

**STEWART TITLE COMPANY OF ILLINOIS**

**AGENCY/ESCROW DISBURSEMENT AGREEMENT**

**PURCHASE**

**RE: STCI NO:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**RE: Property Address:** \_\_\_\_\_  
\_\_\_\_\_

1. THE UNDERSIGNED BORROWER(S) HEREBY DIRECT YOU TO MAKE DISBURSEMENTS FOR THE SUBJECT TRANSACTION PURSUANT TO THE ATTACHED CLOSING STATEMENT.
2. THE UNDERSIGNED BORROWER(S) DIRECTS YOU TO MAKE SUCH DISBURSEMENTS ONLY WHEN YOU ARE IN A POSITION TO ISSUE YOUR ALTA LOAN AND OWNER'S TITLE INSURANCE POLICY SUBJECT TO THE FOLLOWING:
  - A. GENERAL REAL ESTATE TAXES FOR THE YEARS \_\_\_\_\_ WITH THE \_\_\_\_\_ INSTALLMENT OF \_\_\_\_\_ TAXES PAID.
  - B. THE SCHEDULE B EXCEPTIONS NUMBERED \_\_\_\_\_.
  - C. THE MORTGAGE MADE BY THE BORROWER(S) AS PART OF THIS TRANSACTIONS.
  - D. THE FOLLOWING ADDITIONAL MATTERS:
3. THE BORROWER(S) AND SELLER(S) HEREIN ACKNOWLEDGE THAT STEWART TITLE COMPANY OF ILLINOIS WILL DEPOSIT ALL FUNDS RECEIVED IN THIS ESCROW TO ONE OR MORE OF STEWART TITLE COMPANY OF ILLINOIS GENERAL ACCOUNTS WITH ANY BANK OR SAVINGS AND LOAN ASSOCIATION. THE GENERAL ACCOUNTS MAY INCLUDE INTEREST BEARING ACCOUNTS. ANY INTEREST EARNED ON THE FUNDS DEPOSITED SHALL ACCRUE TO THE BENEFIT OF STEWART TITLE COMPANY OF ILLINOIS.
4. THE BORROWER(S) AND SELLER(S) HEREIN ACKNOWLEDGE THAT STEWART TITLE COMPANY OF ILLINOIS REPRESENTS THEM AS A DISBURSING AGENT FOR THE LENDING INSTITUTION ONLY, AND IS NOT A SUBSTITUTE FOR QUALIFIED LEGAL COUNSEL.
5. THE FEE OF \$ \_\_\_\_\_ FOR THIS SERVICE WILL BE PAID BY BORROWER(S) \_\_\_\_\_ FOR THIS SERVICE WILL BE PAID BY SELLER(S).

\_\_\_\_\_  
BORROWER

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
BORROWER

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
CLOSER OFFICER