

RESIDENTIAL CONSTRUCTION ESCROW AGREEMENT

Date:

WISCONSIN ABSTRACT & TITLE CO. INC.
N61 W6088 Columbia Road
P.O. Box 127
Cedarburg, WI 53012-0000
(262) 377-5559 (Phone)
(262) 377-3830 (Fax)

Attention: Escrow Department

Re:

Application No.:

Escrow No.:

This institution has authorized a loan in the amount of \$_____ to _____, I hereinafter referred to as the borrowers, for the purpose of constructing a dwelling by _____, on the property covered by the above-numbered application at a total cost of \$_____.

Total funds available for construction will be \$_____ and will be deposited with you from time to time in installments as shall hereafter be agreed upon between Wisconsin Abstract & Title Co. Inc. and the borrowers.

You are hereby directed to disburse all funds deposited in this account upon order of _____, to the general contractor, securing at the time of each respective disbursement proper waiver of lien for the amount so paid, on the condition that the exception as to construction liens noted in the preliminary report all be eliminated as to lienable claims arising from the amounts disbursed for mortgage policy purposes only.

You are hereby authorized to enter upon the premises to conduct inspections on behalf of the lender. It is understood that the inspections which you may conduct are for the direct benefit of the lender only, their purpose being only to assure the lender that the stage of construction substantially justifies payment to the general contractor. The undersigned owner acknowledges that it will be their responsibility to assure themselves that the quality of workmanship and material is satisfactory and that the home is built in accordance with plans and specifications.

Wisconsin Abstract & Title Co. Inc. as Title Insurance Agent, states and confirms that all funds paid out by said Wisconsin Abstract & Title Co. Inc. at the written direction and on behalf of lender for work and material furnished will go into the payment of the General Contractor as indicated by draw request. Proper lien waivers will have been obtained to each disbursement.

Wisconsin Abstract & Title Co. Inc. agrees to indemnify lender against loss by reason of any construction liens filed as the result of any negligence on the part of Wisconsin Abstract & Title Co. Inc. or its employees in payment of the General Contractor as set forth above.

Wisconsin Abstract & Title Co. Inc. does not indemnify against loss by reason of any claims or liens filed for unpaid bills which Wisconsin Abstract & Title Co. Inc. was not given the funds with the written direction and authority so to pay be lender.

The undersigned borrowers and lender agree to advise you promptly in the event that they receive any lien notice or notice of intention to claim a lien from any contractor, subcontractor or materialmen in connection with the construction.

The borrowers hereby agree that they will promptly reimburse you for any expenses which you may reasonably and necessarily incur in the prosecution or defending with reference to the rights of anyone claiming an interest in the funds deposited hereunder.

It is expressly understood and agreed that Escrow Agent assumes no liability or responsibility to the owner as to satisfactory completion of said dwelling nor the adequacy of the funds deposited to complete said dwelling, nor for inspections during construction, nor for any other acts on the part of the builder to be performed.

Escrow Fee \$
Inspection Fee \$

Accepted this ____ day of _____, _____.

Owner

Lender:
By: _____ -

Owner

WISCONSIN ABSTRACT & TITLE CO. INC.

By: _____

GENERAL CONTRACTOR:

By: _____

Owners Current Address:

Day Phone _____

GENERAL CONTRACTORS ADDRESS:

Phone: _____