**Fidelity National Title**

**HUD TRANSACTION CONSENT AND**

**EARNEST MONEY ESCROW INSTRUCTIONS**

Escrow No.: Escrow Officer:

Direct Line:

Date: / / Fax

Property:

HUD Case no:

The accompanying $ is deposited with Fidelity National Title Company, LLC (“FNT”), as Escrowee, pursuant to the terms and conditions of the Forfeiture and Extension Policy signed by the Purchaser relative to the HUD case number noted above.

The funds are deposited in connection with a purchase contract between the undersigned Purchaser and HUD relating to the property and HUD case number noted above. Purchaser acknowledges having signed the HUD Forfeiture and Extension Policy relative to this transaction, a copy of which is attached hereto as an exhibit. Purchaser hereby agrees and consents to Escrowee holding said funds in connection with this policy, and agrees that FNT will disburse said funds pursuant to the Forfeiture and Extension Policy and/or as directed by HUD, its agents, successors and assigns in connection therewith. Purchaser agrees that Escrowee shall be entitled to rely on the Forfeiture and Extension Policy and direction of HUD in this regard, and Purchaser agrees to indemnify, release and hold Escrowee harmless relative to any and all actions taken in in connection with the attached, HUD requirements or HUD directions. In the event of any litigation or other administrative or legal action relative to this escrow, Purchaser will be responsible for and indemnify Escrowee for any and all costs, attorneys’ fees and other expenses incurred by Escrowee.

FNT as escrowee is hereby expressly authorized to disregard in its sole discretion any and all notices or warnings given by any of the parties hereto (except for the sole direction referenced above) or by any other person or corporation, but the said escrowee is hereby expressly authorized to regard and to comply with and obey any and all orders, judgments or decrees entered or issued by any Court with or without jurisdiction, and in case said escrowee obeys or complies with any such order, judgment or decrees of any Court, it shall not be liable to any party hereto or any other person, firm or corporation by reason of such compliance, notwithstanding that any such order, judgment or decree be entered without jurisdiction or be subsequently reversed, modified, annulled, set aside or vacated. In case of any suit or proceeding regarding this escrow, to which said escrowee is or may be at any time a party, to the extent allowed by HUD, Escrowee shall have a lien on the contents hereof for any and all costs, attorneys' and solicitors' fees, whether such attorneys or solicitors shall be regularly retained or specially employed, and other expenses which it may have incurred or become liable for on account thereof, and it shall be entitled to reimburse itself therefore out of said deposit, and the undersigned agrees to pay to said escrowee upon demand all such costs and expenses so incurred.

In the event the Escrowee is requested to invest deposits hereunder, such direction shall be in writing, contain the consent of all parties to this Escrow, and be accompanied by the taxpayer's identification number and such investment forms as may be required. Escrowee will, upon request, furnish information concerning procedures and fee schedules for investment. FNT is not to be held responsible for any loss of principal or interest which may be incurred as a result of making the investments or redeeming said investment for the purposes of this escrow.

In no case shall the above-mentioned deposits be surrendered except as provided above, or in obedience to the process or order of a Court as aforesaid.

The foregoing terms, conditions and instructions have been read and approved.

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Purchaser Signature Print Legal Representative’s Name, if any.

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Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Legal Representative’s Phone and Fax Numbers

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

Address

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

Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print In case of an emergency Name

Accepted: Fidelity National Title Company, LLC \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Emergency Phone number(s)

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

Its Escrow Officer