



Escrow # _____

600 South 19th Avenue (59718) * P.O. Box 6550 (59771-6550)
 Bozeman, Montana * E-Mail: securwest@sectitle.com
 Phone: (406)587-5570 * Fax: (406)522-5501

UNIFORM ESCROW AGREEMENT

SELLER: _____

SS NO./TAX ID NO. _____(required)

Address: _____

BUYER: _____

SS NO./TAX ID NO. _____(required)

Address: _____

Consideration	\$ _____
Down Payment	\$ _____
Unpaid Balance	\$ _____

DOCUMENTS

1. Subject to provisions and conditions herein, the following documents between SELLER and BUYER are deposited into Escrow with SECURWEST Escrow Services, Inc. hereinafter referred to as "SECURWEST".

NATURE OF DOCUMENT	DATE OF DOCUMENT	RECEIVED DATE	SECURWEST INITIAL
A. _____	_____	_____	_____
B. _____	_____	_____	_____
C. _____	_____	_____	_____
D. _____	_____	_____	_____
E. _____	_____	_____	_____

TERMS

2. The above mentioned documents are to be delivered to the BUYER above named, or to any one of them if more than one, upon payment of the sum _____ Dollars (\$ _____) plus interest from _____ at the rate of _____ percent per annum, payable as follows:

CHOOSE (A) OR (B)

- A)** The sum of \$ _____ shall be paid on the _____ day of _____, 20____, and a like and equal sum on the same date of each and every _____ thereafter until the principal balance together with interest has been paid in full.
- B)** The sum of \$ _____ shall be paid on the _____ day of _____, 20____, and a like and equal sum on the same date of each and every _____ thereafter until the _____ day of _____, 20____, when the full amount of principal and interest, if any remaining unpaid, shall be paid.

CHOOSE (C) OR (D)

- C)** Each payment includes interest and shall be applied first upon accrued interest and the balance upon principal on date received.
- D)** Each payment of \$ _____ shall be applied to principal. Interest at the above rate shall be paid in addition to each principal amount.

CHOOSE (E) OR (F)

- E)** Interest on the unpaid principal balance will be calculated on the actual number of calendar days. Said principal balance is outstanding to the date of each, based on a 365 day year.

 This method will not follow a predetermined amortization schedule but does take into consideration early and late payments.
- F)** Each interest payment contains only 30 days interest regardless of date paid, based on 30 day month and 360 day year.

 This method will follow a predetermined amortization schedule but does not take into consideration early or late payments.

Special instructions including special releases will be accepted if they do not alter the conditions set forth in this agreement. They are:

BUDGET ACCOUNT

- 3. Budget accounts for taxes, insurance, or other provisions may be maintained under this agreement. PLEASE SPECIFY THE EXACT PROVISION UNDER SPECIAL INSTRUCTIONS AREA NO. 2. It is the responsibility of either the BUYER or SELLER to present SECURWEST with tax and insurance billings, to request when payments are to be made, and to notify SECURWEST of changes to budgeted items.

UNCOLLECTED FUNDS

- 4. It is agreed that should an item tendered as payment by the BUYER be returned to SECURWEST as "unpaid", the SELLER will promptly return the proceeds received by him. SECURWEST RESERVES THE RIGHT TO WITHHOLD DISTRIBUTION OF UNCOLLECTED FUNDS. COLLECTED FUNDS SHALL BE CREDITED AS OF THE PROCESSING DATE.

ASSIGNMENT (This section must be completed.)

- 5. The contract may be assigned by the BUYER or the SELLER under the following conditions:

(Must be specifically defined. Do not refer to contract paragraph.)

DISTRIBUTION

- 6. Payments made hereunder are to be distributed as follows: All payments should be made payable to SECURWEST

Bank/Name/Address/Account # _____
Bank/Name/Address/Account # _____
Other _____
Other _____
Other _____
Other _____

PREPAYMENT (This section must be completed.)

- 7. Terms of prepayment privilege are as follows (if no such privilege, so state).

(Must be specifically defined. Do not refer to contract paragraph.)

FEES

- 8. SECURWEST's fees and charges upon this escrow shall be as follows:

Opening fee paid by _____, Servicing fee paid by _____ \$ _____

Disbursement fees paid by SELLER unless otherwise noted.

Parties hereto agree that SECURWEST may from time to time CHANGE AND MODIFY ANY OR ALL OF ITS FEES AND/OR CHARGES associated with escrow services adopted by SECURWEST for application to all escrow agreements subject to such changes.

DISPUTES AND LITIGATION

- 9. It is expressly understood and agreed that should SECURWEST be made defendant in any suit by any of the contracting parties to this agreement, or by any representative, assignee or successor to any party, or by any other person for any matter arising out of SECURWEST's handling of this escrow, or should SECURWEST determine it to be necessary or advisable to commence litigation by interpleader or otherwise, by reason of a dispute between the parties or their representatives, assignees, or successors, the cost of such suit or suits, including attorney's fees, shall be paid by the contracting parties, and may be deducted from amounts collected on this escrow if not otherwise paid by the contracting parties.

SECURWEST, in case of dispute between the parties hereto, at its option, is authorized to hold all documents and payments pertaining to the escrow in its possession until BUYER and SELLER mutually direct SECURWEST in writing as to the disposition of the escrow, or SECURWEST may dispose of the escrow by interpleader or other suitable action and SECURWEST shall not be liable to the parties for such retention or action.

SERVICING

- 10. With written notification, SECURWEST has the right to assign servicing of this agreement to another party.

RECORDS EXAMINATIONS

11. SECURWEST will allow examination of the contents of this escrow by the parties hereto at any reasonable time during its regular business hours. SECURWEST may, at its option, require written authorization from either the SELLER or the BUYER before allowing the examination of the contents of this escrow by anyone other than the parties hereto.

ESCROW AGREEMENT CONTROLS

12. In the event these instructions conflict with the terms of the contract or other documents held in escrow, it is agreed that these instructions set forth on this uniform escrow agreement shall control insofar as the duties and liabilities of SECURWEST is concerned. Except for the faithful accounting of funds deposited with SECURWEST on the escrow agreement, it is agreed that no responsibility is to be attached to SECURWEST or any of its employees, arising from the carrying out of these instructions. SECURWEST reserves the right to refuse modification of any kind. SECURWEST will not be responsible for collection of past due payments.

DATED at _____, this _____ day of _____, 20_____

SELLER:

BUYER:

ACKNOWLEDGED:

SECURWEST Escrow Services, Inc.

BY: _____

This document has been prepared by _____
Date: _____

RECEIPT AND RELEASE

We hereby acknowledge receipt of the above described papers. The above mentioned escrow is now closed and SECURWEST is hereby released from any further liability in connection therewith:

DOCUMENTS RELEASED	DATE OF DOCUMENT	RELEASE DATE	SECURWEST INITIAL
A. _____	_____	_____	_____
B. _____	_____	_____	_____
C. _____	_____	_____	_____
D. _____	_____	_____	_____
E. _____	_____	_____	_____

Date: _____

Received By: _____