



# ESCROW PACIFIC, LLC

Acct. No. \_\_\_\_\_

*A professional escrow company*

www.escrowpacific.com  
311 North 4th St., Suite 106 • Yakima, Washington 98901  
PO Box 170 • Yakima, Washington 98907  
(509) 248-8828 • 1-800-345-5822 • Fax (509) 248-8850

**ESCROW/COLLECTION ACCOUNT AGREEMENT**

This entire agreement and addenda is between Escrow Pacific, LLC, its successors and or assigns and the parties as listed below.

**SELLER/PAYEE:**

Name

Mailing Address

City, State, Zip

Telephone

Social Security # / TIN (Required)

Email Address

**PURCHASER/PAYOR:**

Name

Mailing Address

City, State, Zip

Telephone

Social Security # / TIN (Required)

Email Address

The following documents are delivered to Escrow Pacific, LLC along with these instructions:

| Copy  | Original |   | Copy  | Original |             |
|-------|----------|---|-------|----------|-------------|
| _____ | _____    | Real Estate Contract: Dated _____                             | _____ | _____    | Other _____ |
| _____ | _____    | Deed: Dated _____   | _____ | _____    | Other _____ |
| _____ | _____    | Promissory Note: Dated _____                                  | _____ | _____    | Other _____ |
| _____ | _____    | Deed of Trust or Mortgage: Dated _____                        | _____ | _____    | Other _____ |
| _____ | _____    | Request for Full<br>Reconveyance or Satisfaction: Dated _____ | _____ | _____    | Other _____ |

1. **TERMS:**

Balance of Obligation: \_\_\_\_\_

Annual Interest Rate<sup>1</sup>: \_\_\_\_\_

Interest to Begin: \_\_\_\_\_

Payment: \_\_\_\_\_

Payable: M Q S A

First Payment Due: \_\_\_\_\_

Late Charge Amount (if any): \_\_\_\_\_

Additional Terms: \_\_\_\_\_

2. **DISBURSEMENTS:** Escrow Pacific, LLC shall disburse the payment to the following individuals or institutions (if institution, account number will be included) in the following order of priority:

A. \_\_\_\_\_  
\_\_\_\_\_  
\$ Amount \_\_\_\_\_

B. \_\_\_\_\_  
\_\_\_\_\_  
\$ Amount \_\_\_\_\_

C. \_\_\_\_\_  
\_\_\_\_\_  
\$ Amount \_\_\_\_\_

D. \_\_\_\_\_  
\_\_\_\_\_  
\$ Amount \_\_\_\_\_

3. **SERVICES:** Escrow Pacific, LLC is authorized to receive, apportion and disburse payments as agent for the seller, whether partial or in full satisfaction of any installment, whenever tendered and notwithstanding prior delinquencies. The disbursement of any and all payments shall be as requested herein in accordance with the above order of priority. Disbursements may be electronically transferred. Unless otherwise instructed by seller and purchaser, Escrow Pacific, LLC shall credit all payments on the basis of a daily interest factor. It is agreed that as a collection agent only, Escrow Pacific, LLC shall be responsible for the exercise of ordinary care in crediting and transmitting the funds collected. Escrow Pacific, LLC agrees to supply payment coupons to purchaser, annual account history to purchaser and seller, 1098 tax form to purchaser and 1099 tax form to seller. Interest earned will be reported to the I.R.S. under Social Security Tax Identification numbers as provided.
4. **ASSIGNMENT OR TRANSFER:** It is agreed that Escrow Pacific, LLC may allow an assignment of the rights and obligations of either party under this account, provided that Escrow Pacific, LLC receives satisfactory recorded documents and the assignment fee. Escrow Pacific, LLC shall not be responsible to determine the sufficiency of any such documents, the capacity or right of assignees or whether any consent is required thereto. Authority is also granted to Escrow Pacific, LLC to provide assumption and/ or payoff information to third parties.

<sup>1</sup> For instruments which provide for the application of a higher interest rate upon default, Escrow Pacific, LLC assumes no responsibility for applying the higher rate unless provided express written instruction to do so from the Lender/Payee at the time of the default. Additional fees may be charged depending on the terms of the default.

7. TYPE OF ACCOUNT (Check one):

This is not an escrow. Nothing contained in this agreement will replace, modify or amend the terms of the agreement between the parties. Any party at any time may revoke this agreement upon thirty (30) days written notice.

This agreement is an irrevocable Escrow and survives the death of any party. Escrow Pacific, LLC's sole obligation with respect to all documents deposited with Escrow Pacific, LLC is the safekeeping thereof. Escrow Pacific, LLC has no responsibility for the payment of any taxes, assessments or insurance, unless provided for in addenda attached hereto, or the performance of any act not expressly set forth in this agreement, even though contained in the documents deposited. This agreement may be amended only with the written consent of Escrow Pacific, LLC. This agreement may be cancelled on thirty (30) days written notice to Escrow Pacific, LLC, executed by all of the parties hereto, their successors or assigns. Nothing in this agreement will replace, modify or amend the terms of the agreement between the parties.

|   |           |
|---|-----------|
| Collection Account – one time set up fee..... | \$ 100.00 |
|---|-----------|

|  |          |
|--|----------|
| Escrow Collection Account – one time set up fee..... | \$150.00 |
|--|----------|

Monthly Fees (single disbursement)..... \$ 19.00

Each Addition Disbursement \$2.00 X = .....

Each Addition Disbursement \$2.00 X \_\_\_\_\_ = ..... \_\_\_\_\_

Buyer Receipt.....\$2.50 \_\_\_\_\_

Reserve Account (Addendum attached hereto) .....\$7.00 \_\_\_\_\_

Late Payment Notification to buyer.....\$2.50 \_\_\_\_\_

|                                     |         |  |
|-------------------------------------|---------|--|
| Assumption / Modification Fee ..... | \$50.00 |  |
|-------------------------------------|---------|--|

N.S.F. Fee .....\$75.00

|                        |         |  |
|------------------------|---------|--|
| Stop Payment Fee ..... | \$35.00 |  |
|------------------------|---------|--|

Payoff Quote Fee .....\$50.00 (updates \$25.00)\_\_\_\_\_

File Close Fee .....\$50.00 \_\_\_\_\_

*All fees and charges are subject to change upon thirty (30) days written notice.*

8. **RELEASE OF INFORMATION:** The parties hereto authorize Escrow Pacific, LLC, to disclose to attorneys, accountants, realtors, and closing agents, and other appropriate parties acting as agents of the parties, remaining balances, and such other information as may be necessary or appropriate with regard to the escrow/collection account established herein.

**SELLER FEES WILL BE DEDUCTED FROM PROCEEDS MONTHLY UNLESS OTHERWISE DESIGNATED.**

**DELINQUENT BUYER FEES MAY BE TAKEN FROM ANY SUBSEQUENT PAYMENTS RECEIVED.**

### Monthly Servicing Fees

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

Date Accepted: \_\_\_\_\_

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