

**APPENDIX D**

**Escrow Letter to Title Company**

HAPPY LIFE COMPANY  
123 York Road  
Your Town, New State 48000

Loan No. \_\_\_\_\_

\_\_\_\_\_, 199\_\_

Optimistic Title Company (“Escrowee”)

456 Oak Street

Pontiac, New State 48052

Attn: Robert S. Sunshine

Re: Your Commitment No. \_\_\_\_\_  
\$10,000,000 Mortgage Loan (“Loan”) from Happy Life Company (“Happy”)  
to Profitable Land Company (“Borrower”)

Dear Mr. Sunshine:

The following loan documents are hereby delivered to you with respect to the above mortgage loan transaction:

1. Sanitary Sewer Easement dated \_\_\_\_\_, 19\_\_ by Universal Land Company and Profitable Land Company;

2. Stormwater Outlet Agreement dated \_\_\_\_\_, 19\_\_ by Universal Land Company and Profitable Land Company;

3. Reciprocal Easement Agreement dated \_\_\_\_\_, 19\_\_ by Noah Enterprises and Profitable Land Company;

4. Cross Easement Agreement dated \_\_\_\_\_, 19\_\_ by Happy Life Company, National Bank of USA and Profitable Land Company;

5. Mortgage and Security Agreement;

6. Assignment of Rents and Leases;

7. UCC-1A Financing Statement;

8. UCC-1 Financing Statement; and

9. Subordination Agreement made as of \_\_\_\_\_, 19\_\_ by Happy Life Company and National Bank: of USA.

On     (day of week)    , \_\_\_\_\_, 19\_\_ Happy Life Company will deposit in your escrow account the amount of Three Million Forty Thousand and 00/100 (\$3,040,000) Dollars which represents that amount of the Loan being disbursed to parties other than Happy Life Company. You are to disburse such funds in accordance with the Closing Statement attached as Exhibit "A," only after satisfaction of the following:

1. Proper recording at the \_\_\_\_\_ County Register of Deeds of documents 1, 2, 3 and 4 in numerical order;

2. Addition of the liber and page of each of those easement agreements shown as items 1, 2, 3 and 4 above to the insured legal description in your marked-up loan policy commitment no. \_\_\_\_\_; and

3. Addition of the liber and page of each of those easement agreements shown as items 1, 2, 3 and 4 above to the exhibits containing the legal description which are attached to the documents shown as items 5, 6, 7, 8 and 9 above.

4. Proper recording at the County Register of Deeds of documents 5, 6, 7 and 9 above after recording all of the documents listed in paragraph one (1) above.

5. Proper recording at the Michigan Secretary of State of document 8.

The act of disbursing any of the funds shall constitute your irrevocable issuance of a loan policy, without standard exceptions, insuring Happy Life Company in accordance with the marked-up commitment attached as Exhibit "B" with libers and pages included as to the easement agreements.

If you are not prepared to disburse the funds on the same day received, then upon instructions by Lender or its counsel, and without notice to any other party, you are directed to return all of the funds to Happy Life Company. In the absence of such demand, you are directed to continue to comply with these escrow instructions until directed otherwise by Happy Life Company or its counsel.

Any funds deposited pursuant to these instructions are to be invested according to the direction of Happy Life Company or its counsel in the event they are not disbursed the same day they are deposited in your escrow account.

HAPPY LIFE COMPANY,  
a New State corporation

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

Its: \_\_\_\_\_

(Signatures and Acceptance by Escrow Agent on next page)

“BORROWER”

Profitable Land Company  
a New State Corporation

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

Its: \_\_\_\_\_

Accepted and Agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_

OPTIMISTIC TITLE COMPANY

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

Robert S. Sunshine

Its: \_\_\_\_\_