

AGENCY/ESCROW DISBURSEMENT AGREEMENT
Member

Date: _____ Commitment for Title Insurance No.: _____ ☐ Check if Refinance

Property commonly known as: _____

Settlement Agent: _____ Closer: _____

1. We, the undersigned Seller and Buyer (or, for refinance transactions, the Borrower), direct Attorneys' Title Guaranty Fund, Inc., (ATG®) to make disbursements for this transaction, pursuant to the Closing Disclosure Form, ALTA Settlement Statement, or HUD-1 Settlement Statement, and related disbursement documents (Settlement Statement) utilized in this transaction.
2. We understand and agree that for the purposes of this closing, Closer and Settlement Agent are acting in the following capacities (check the box for the statement that applies):
 - ☐ The Closer is acting as an agent of the lender and the Settlement Agent represents the seller as an attorney.
 - ☐ The Closer is acting as an agent of the lender and the Settlement Agent represents the buyer as an attorney.
 - ☐ The Closer is acting as an agent of the lender and the Closer and Settlement Agent do not represent any party as an attorney.
3. If the Closer's and Settlement Agent's representations as stated above give rise to an apparent conflict of interest, the parties consent to and waive said conflict of interest. The parties understand and agree that all representations made to the Closer by any of the undersigned may be disclosed to the lender and all documents executed and delivered to the Closer may be disclosed and delivered to the lender at any time hereafter, notwithstanding any rights that the Buyer/Borrower may have to rescind the transaction. We understand that if an attorney signs this agreement on behalf of the Seller or Buyer/Borrower, the attorney affirmatively warrants that he/she has the authority to do so and the authority to receive copies of the attached Settlement Statement. Delivery of the attached Settlement Statement to the attorney is delivery to his/her client.
4. Settlement Agent shall make disbursements only when Attorneys' Title Guaranty Fund, Inc., (ATG®) is willing to insure title pursuant to the above-referenced Commitment for Title Insurance, as it may be amended by an authorized representative of ATG.
5. Buyer/Borrower will pay the \$ _____ escrow/closing fee for this service.
6. Seller (or, if a refinance transaction, Borrower) agrees to reimburse Settlement Agent for any additional fees required by the existing lender to obtain the release of any unreleased mortgage of record. The undersigned agree that all disbursements by Settlement Agent, regardless of when made, are predicated upon receipt and collection of the Buyer/Borrower's mortgage proceeds and any other amounts due from the undersigned in accordance with the lender's closing instructions and the attached Settlement Statement.
7. Seller (or, if a refinance transaction, Borrower) agrees to fully and promptly cooperate with Settlement Agent in the acquisition of the release of any unreleased mortgage or other lien of record. If the release of mortgage or other lien is sent to the Seller (or, if a refinance transaction, Borrower), Seller (or Borrower) agrees to promptly send the release to Settlement Agent for recording.
8. Neither the Settlement Agent nor Closer shall be under any duty to invest or reinvest any funds held by them under this Agreement. Settlement Agent shall have the full right, power, and authority to commingle any deposits or part thereof with its other escrow deposits. All income derived from any use that Settlement Agent, Closer, or ATG may make of these deposits shall belong to Settlement Agent, Closer, ATG or their appointee as the case may be.
9. The parties, if requested by Settlement Agent, will promptly cooperate to correct clerical errors in any documents executed as part of this transaction.
10. *NOTE: This paragraph not applicable to exchange transactions.* The Foreign Investment in Real Property Tax Act of 1980, as amended from time to time, places special requirements for tax reporting and withholding on the parties to a real estate transaction where the Seller is a foreign person. This includes non-resident aliens and non-domestic corporations, partnerships, and estates. The parties acknowledge that they should seek an attorney's, accountant's, or other tax specialist's opinion concerning the effect of this Act on this transaction. They are not acting on any statements or opinions made, implied, or omitted by Closer, Settlement Agent, its employees, agents, or representatives.

11. The undersigned agree that the Recording Fees, Release Status Verification Fee, and Delivery Handling Fee (collectively known as "fees") reflected on the Settlement Statement for this transaction will be paid to the Recorder of Deeds and/or outside vendors or will be retained as a handling charge by Settlement Agent for services that it provides in connection with the recording of documents and/or the delivery of the payment of liens and/or the delivery of the closing package to the lender. If these fees are insufficient to record a release or other documents from the closing and/or deliver a payment of a lien and/or the delivery of the closing package to the lender, neither the seller(s) nor the borrower(s) will be liable for the additional cost to record the document(s) and/or deliver the payment of the lien and/or deliver the closing package to the lender. Therefore, the undersigned, in consideration of the forbearance by Settlement Agent, as described in the previous sentence, and other good and valuable consideration, expressly waive any right or claim of right recognized in law or equity or by any federal, state, or local statute to obtain a refund of these fees and, concomitantly, any right or claim of right to sue that could have been asserted under any legal, equitable, or statutory cause of action, including, but not limited to, the Real Estate Settlement Procedures Act and its governing regulations and the Illinois Consumer Fraud and Deceptive Business Practices Act, against Settlement Agent, Closer, ATG or any of its officers, agents, directors, subsidiaries, or assigns arising from the payment of the fees.
12. The undersigned hereby authorizes ATG and/or its agents and representatives to provide copies of any documents in connection with this transaction, including Settlement Statements that contain nonpublic personal information, to other parties involved in the transaction, including and not limited to sellers, buyers, borrowers, real estate licensees, lenders, mortgage brokers, title agents, and attorneys for any of the above parties.
13. The undersigned, for good and valuable consideration, agree that any dispute that arises between any of the undersigned and Settlement Agent regarding this Agreement is subject to mandatory, binding arbitration under the rules of the American Arbitration Association.

Accepted and agreed to by:

Seller

Buyer/Borrower

Seller

Buyer/Borrower

 ATTORNEYS' TITLE GUARANTY FUND, INC.

Settlement Agent