

ADDENDUM EM



Integrity Title of Wisconsin, LLC

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McFarland, Wisconsin 53558

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Earnest Money Escrow Addendum

PAYMENT CAN BE MADE ONLINE AT WWW.INTEGRITYTITLEOFWISCONSIN.COM

Property Address: See Lines 4-8 of attached WB-11 or Lines 4-6 of attached WB-14 or Lines 5-7 of attached WB-13

Seller(s)/Buyer(s) See Lines 57-91 of attached WB-11, or 9-11 & 369-378, 453-475 of attached WB-14 or lines 10-13 & 370-395 of WB-13

Escrowee: Integrity Title of Wisconsin, LLC ("ITW")

The undersigned Seller, Buyer & Escrowee ITW hereby agree that Buyer shall deposit with ITW the earnest money stated at lines 57-60 of attached WB-11 (**the Funds**) called for by the Offer to Purchase attached, inclusive of any amendments thereto (the Purchase Agreement), to be held by ITW pursuant to the following terms:

1. ITW shall hold the Funds under the following terms:
 - a. **Non-Interest Bearing Account:** ITW shall hold the Funds in its escrow accounts with no interest accruing to Buyer or Seller;
 - b. **Disbursements Prior to Closing:** ITW shall disburse funds prior to a successful closing only upon the written consent of all parties;
 - c. **Disbursement At Closing:** ITW shall disburse earnest money according to terms of the Offer to Purchase and the closing statement.
 - i. If the Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to the Offer (The Offer to Purchase shall not be considered a written disbursement agreement pursuant to which ITW may disburse).
 - ii. If the above disbursement agreement has not been delivered to ITW within 60 days after the date set for closing, ITW may disburse the earnest money; (1) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (2) as directed by court order; or (3) any other disbursement required or allowed by law.
 - d. **Clearance of Funds:** ITW shall not disburse the Funds until they have cleared ITW's depository institution if earnest money is paid by check.
2. Buyer and Seller agree to hold ITW harmless from any liability, an indemnify ITW for good faith disbursement of earnest money in accordance with the Offer and/or this Agreement.
3. Buyer and Seller agree to hold ITW harmless from any tax liability, including liability for capital gains or "boot" on any 1031 exchange, in connection with holding the earnest money in escrow.
4. This agreement shall supersede any conflicting terms in the Offer to Purchase, ITW shall not be liable for any acts or omissions done in good faith.
5. Buyer and Seller hold ITW harmless for all out-of-pocket expenses incurred by ITW, as to all reasonable actions taken in accordance with this agreement.
6. This Agreement may be executed by the parties hereto in counterpart. When each party has executed a copy of this agreement, the executed copies taken together shall have the same force and effect as if executed in one document.

Dated: 02-02-2022

Seller

Bobbie Stach

Name: **BOBBIE STACH**

Name:

Buyer

Name:

Name:

Escrowee, Integrity Title of Wisconsin, LLC

Chris Duren

Attorney Chris Duren, Managing Member