

## Interest Bearing Escrow Agreement

This Agreement supplements and is a part of that **Deposit Receipt And Contract For Sale And Purchase** dated \_\_\_\_\_, between \_\_\_\_\_, Seller and \_\_\_\_\_, Buyer.

**It is agreed** between the parties that all Deposits made on account of the above Contract shall be deposited by \_\_\_\_\_, REALTOR®, in a separate interest bearing account at the following depositor: \_\_\_\_\_ with the account being in the name \_\_\_\_\_.

**It is further agreed** that, at closing, all accrued interest will be divided as follows:

To Seller \_\_\_\_\_

To Buyer \_\_\_\_\_

Should any contingency contained in the Contract **not** be resolved and deposits thereby returned to the Buyer, accrued interest will be divided as follows:

To Seller \_\_\_\_\_

To Buyer \_\_\_\_\_

- (a) Should Buyer fail to perform and deposit is retained, accrued interest will be paid to **Seller**.
- (b) Should Seller fail to perform and deposit is returned to Buyer, accrued interest will be paid to **Buyer**.
- (c) In the event of an escrow closing, interest accruing on the deposit subsequent to closing shall accrue to the **Seller**.
- (d) The Social Security or Tax Identification Number for each is:

Buyer \_\_\_\_\_

Seller \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_, Seller

\_\_\_\_\_, Buyer

\_\_\_\_\_, Broker

\_\_\_\_\_, Broker

**Important!** This Agreement must be signed by all parties.