

# First National Bank Alaska

## Escrow Instructions

Dated: \_\_\_\_\_ Account No.: \_\_\_\_\_  
(check squares or fill in blanks only if applicable - do not alter form or refer to provisions of other documents)

To The First National Bank Alaska: The undersigned payer is obligated to pay money to the undersigned payee. You are instructed to receive and disburse it. Bank's duties are determined from these instructions alone and without reference to other agreements, including deposited documents, regardless whether such other agreements differ from (as to parties or otherwise), or are more complete than, these instructions.

### Our payment arrangement is of the: (Required)

- "interest only" type, and its terms are stated in Exhibit C
- "including interest" type, or "non-installment" type and its terms are stated below:
- "plus interest" type (see note 1) and its terms are stated below:  
*Note 1. If this is a "plus interest" type of account, interest is due on the same day that an installment, regular or irregular, is due. Except to the extent that is has accrued, interest cannot be paid prior to its due date. Since money paid is first applied to interest accrued as of the date of the application, an installment cannot be satisfied unless the amount paid at least equals the installment plus accrued interest.*

Terms ("including interest" type or "non-installment" type or "plus interest" type)

1. Beginning principal is \$ \_\_\_\_\_
2. Annual interest rate is \_\_\_\_\_%; daily interest rate is 1/365 of that rate (see note 2).
3. Interest accrues from \_\_\_\_\_
4. There is no interest on interest.
5. Regular installment period is  monthly  quarterly  semi-annually  annually.
6. First regular installment is due on \_\_\_\_\_
7. Regular installments are due on the same day of the calendar month.
8. Regular installment amount is \$ \_\_\_\_\_ (see note 3).

9. Irregular installments are as follows (if due on the same date as regular installment, it is in addition to regular installment):

Amount	Due Date
\$ _____	_____
\$ _____	_____
\$ _____	_____
\$ _____	_____

(not more than 5)

10. All unpaid principal and interest is due on \_\_\_\_\_ (despite the schedule of installments if any).
11. There is a discount of \$ \_\_\_\_\_ if all principal and interest is paid on or before \_\_\_\_\_
12. Any amount of money may be paid at any time.
13. Money paid is applied on the day that cash, check, or other item is received, or as soon thereafter as practicable.
14. Money paid satisfies installments in their scheduled order. Of installments not yet due, money paid satisfies an unlimited number, or Unless checked below.  
 only one (and if that installment has been satisfied, none)
15. Money paid is applied to accrued interest and then to principal.

Note 2. If interest rate changes during term, or if it floats after a certain date, state initial rate and attach Exhibit D.  
Note 3. If regular installment amount changes during term, attach Exhibit D.

### (Required)

- Payee(s) Disbursement Instructions:  
**\*Complete attached Exhibit A-Payee Disbursement Instructions**

The following documents are deposited herewith:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Paid in Full:**  
When all principal and interest has been paid, cancel any promissory note and deliver above listed documents to payer (any of the payers), or order.

**Close for Delinquency: (Required)**  
Upon written notice from payee, terminate the account and deliver the deposited documents as directed in the notice; **but do so ONLY if the account is delinquent.**  
 10 days  20 days  30 days  \_\_\_\_\_ days

**Close by Mutual Consent:**  
Upon written notice from all of us, terminate the account and deliver the deposited documents as directed in the notice.

**Fees: (Required)**  
Receipt of your current fee schedule is acknowledged. Your setup and first year's annual fee are tendered herewith. Collect future annual fees as follows:  all from payer  all from payee  one-half from payer and one-half from payee.

**Late Charges. (Available only in connection with "including interest" type, payment arrangement.)**  
Commencing with the installment due \_\_\_\_\_, if an installment is unsatisfied for \_\_\_\_\_ days (not fewer than 5 or more than 90), there is a late charge of  
 \$ \_\_\_\_\_  
 \_\_\_\_\_% of the unsatisfied part of the installment.

A late charge is based on failure to satisfy an installment or part of an installment (when an amount exceeds \$15.00) within a prescribed time. If your instructions specify a date on which all unpaid principal and interest is then due, there is no late charge for failure to pay the same, within any time period. There is only one late charge with respect to a particular installment. There is no interest on late charges, and late charges are in addition to interest.

**Money paid (after deduction of fees due from payer) is applied to late charges, interest and principal, in that order. Money paid, and not applied to late charges, satisfies installments in scheduled order.**

**Attached hereto are Exhibits:**  C (interest only)  D (payment arrangement changes)  E (partial release)  F (security assignment)  G (prior mortgage).  
Such exhibits, the terms and conditions stated on the reverse side, and the above are your instructions.



(Original signatures of all parties required. Type name and address below signature line)

s/ \_\_\_\_\_  
Payer/Buyer

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip

s/ \_\_\_\_\_  
Payee/Seller

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip

s/ \_\_\_\_\_  
Payer/Buyer

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip

s/ \_\_\_\_\_  
Payee/Seller

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip

Date accepted: \_\_\_\_\_ By: \_\_\_\_\_ First National Bank Alaska Rec'd \$: \_\_\_\_\_

**Interpretation of instructions.** These instructions are to be interpreted strictly.

**Effective date.** The effective date hereof is the date of acceptance of the account, or the first installment due date, or the first interest due date, or the date that money, if any, was paid (on the account) directly by payer to payee prior to acceptance, whichever is earliest. Money received by bank prior to acceptance is deemed to be received on the date of acceptance.

**Changes in fee schedule.** Future changes by bank in its schedule of fees (basic and special) are applicable to fees that become due thereafter.

**Annual fee.** An annual fee is due and earned when each full or partial account year begins. The first account year begins on the effective date hereof.

**Deduction for fees.** Fees and other claims in connection with the account, due bank from payer, may be deducted from money received, leaving the balance for application to interest and principal. Fees, and other claims in connection with the account, due bank from payee, may be deducted from money otherwise available for disbursement.

**Uncollected check.** The amount of an uncollected check or other item is applied without waiting for collection, but disbursement may be delayed. If a check or other item is not collected, and disbursement has occurred, bank may recover the amount disbursed and bank's fee from payer or payee (or a security assignee).

**Set-off and security interest.** Fees and other claims in connection with the account, due bank from payer, payee, or security assignee, may be set-off against any deposit account that the debtor has with bank. Also, to secure the payment of such fees and other claims due bank from payee, payee grants to bank a security interest in any promissory note deposited herewith.

**Payments directly to payee.** Bank is not required to apply to balances money paid by payer directly to payee. However, as to money so paid prior to acceptance of the account and reported to bank in writing by payer and payee prior to acceptance, the bank will apply to balances.

**Adjustment of balances.** Upon written notice from payer, payee, and security assignee, bank may, at its discretion, adjust balances to reflect money paid by payer directly to payee or assignee, forgiveness of debt, or other transaction.

**Directions by payers as to application of money.** Money received with directions to apply to interest and principal or allocate to installments in a manner inconsistent with the payment arrangement, or to disburse in a manner inconsistent with disbursement instructions, will not be applied and will be disbursed back to the person who paid it.

**Satisfaction of installments.** For purposes of satisfaction of installments, a regular installment is considered to be scheduled before an irregular installment due on the same date. For purposes of a limitation on the number of future installments that money paid satisfies, regular and irregular installments due on the same date are considered to be one installment.

**Substitution of payer.** Bank is not required to recognize a substitute payer unless payer acknowledges the substitution in writing. However, without such acknowledgment, bank may recognize a person as a substitute for payer if it is reasonable to do so. The substitute payer must join in these instructions and acknowledge in writing that bank has no responsibility as to the validity of any transfer of property from payer to substitute payer.

**Absolute transfer by payee.** Bank is not required to recognize an absolute transfer of payee unless payee acknowledges the transfer in writing. However, without such acknowledgment, bank may recognize a person whom it reasonably determines to be the absolute transfer of payee. The transferee must join in these instructions as a payee, deposit for delivery to payer, or order, executed documents in the same form (but warranties may be omitted) as the documents originally deposited by payee for that purpose, and authorize bank to execute and deliver documents of partial release or transfer in accordance with an arrangement, if any, between payer and payee for that purpose.

**Transfer by bank.** Bank may assign its duties hereunder (and thereby be released from its duties) to any corporation regularly engaged in the business of providing, in Alaska, the service the bank is required to provide hereunder.

**Termination by bank.** Bank may terminate the account upon 30 days notice to payer and payee, without opportunity to cure, either if a delinquency continues for a period of one year, or if fees, or other claims in connection with the account, due bank remain unpaid for a period of 60 days, or if the account has been in existence for 30 years or longer.

**Security assignment.** Bank is not required to recognize a security assignee of payee if bank is notified of the assignment after the date of acceptance hereof. Among the terms and conditions of any such recognition are that the account cannot be terminated by notice from payer and payee unless all assignees join in the notice; that where all payees have assigned, termination for delinquency is upon notice from the assignee only; that where fewer than all payees have assigned, termination for delinquency is by notice from the assignee and the non-assigning payees; that a priority assignee (first to notify bank) is the only assignee who can give notice of termination for delinquency; that the security assignee deposit with bank, for delivery to payer, or order, a document in the same form (but warranties may be omitted) as the release or transfer document deposited by payee; and that, if Exhibit E (FID105) is a part of these instructions, the assignee authorizes bank to execute and deliver partial release documents.

**Partial release/prior mortgage.** Bank is not required to administer a partial release arrangement or disburse to a prior mortgagee except upon terms and conditions prescribed by bank, if bank is notified of the partial release arrangement or the prior mortgage after the date of acceptance hereof.

**Amendment.** With the bank's approval, instructions may be amended by the parties apparently affected.

**Deposited documents.** Bank is not required to determine (or consider) the effectiveness, correctness, validity, adequacy, or appropriateness, of any document that it is instructed to execute and / or deliver. As an alternative to the delivery of a document to payer, or order, bank may, at its discretion, deliver to a title company, public recorder, or filing officer.

**Corporate stock held for delivery.** Where a document for delivery is a certificate of corporate stock, bank is not required to vote or otherwise exercise rights with respect to the stock, transmit dividends, or transmit notices.

**Destruction of documents after termination by Bank.** After termination by bank, bank will deliver deposited documents as directed in writing by payer and payee; and, in the absence of such direction, bank may destroy deposited documents that remain undelivered seven years after termination by bank.

**Recording costs.** Payer will reimburse bank for recording or filing costs incurred.

**Bank's right to retain documents.** Bank may retain documents until it is paid fees, and other claims in connection with the account, due from a party entitled to delivery.

**Notice to bank.** Bank is deemed to have notice only when notice actually is received at its Escrow Department office, which does not include any branch office of bank.

**Notice to payer upon termination for delinquency.** Bank is not required to notify payer prior to termination for delinquency.

**Claim against bank after termination.** A claim against bank is unenforceable unless an action is commenced within 90 days after termination.

**Bank's liability.** Bank's failure to perform or fulfill the covenants or conditions hereof is not actionable unless it is willful or constitutes gross negligence.

**Entire agreement.** These instructions constitute the entire agreement between parties. Bank has not made representations or assurances to payer or payee not stated herein.

**Interpleader.** If there is a dispute between or among any two or more other parties with respect to a duty of the bank, the bank may bring an interpleader action, and recover its costs, including attorney fees.

**Singular includes plural.** Wherever the context requires, the singular includes the plural.

**Multiple payer/payee.** Where there is more than one payer (payee), notice to the prime payer (prime payee) is notice to all of them. The payer (payee) whose name appears first on the instructions is the prime payer (prime payee) unless bank is otherwise advised in writing by all payers (payees). Notice includes demand.

**Electronic Funds Transfer.** Disbursement will be governed by the rules of the Northwest Clearing House Associates then in effect. If a check or other item upon which EFT disbursement was based is not collected, you may recover from the undersigned by an adjusting debit entry, which you are hereby authorized to initiate in accordance with said rules. The undersigned will hold you harmless from, and will defend and indemnify you against, any and every claims or loss that may arise from your complying with this authorization. Acceptance of these instructions by The First National Bank Alaska is subject to acceptance of the EFT disbursement by the receiving financial institution. In accordance with the said rules, The First National Bank Alaska will send a pre-note test to the receiving financial institution, and if such test is accepted, these instructions will be implemented within 20 days of receipt. In the event the receiving financial institution will not accept the pre-note test, and upon notification to the undersigned, alternate written disbursement instructions will be provided.

Please initial here: Payer \_\_\_\_\_ Payer \_\_\_\_\_ Payee \_\_\_\_\_ Payee \_\_\_\_\_

**For Title Company Use:**

Prepared by: \_\_\_\_\_ Title Co: \_\_\_\_\_ on \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Title Company Reference Number: \_\_\_\_\_

# First National Bank Alaska

## Escrow /Collection Instructions - Exhibit A

(Disbursements to payee(s))

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

Account No.: \_\_\_\_\_

**To The First National Bank Alaska:** Of money remaining for disbursement, after disbursement to prior mortgagee and/or security assignee, if any. Funds are disbursed by percentage only. The total of all percentages must equal 100%.

### Payee(s) Disbursements

Disburse \_\_\_\_\_% to \_\_\_\_\_, payee(s), by  
 depositing to FNBA account # \_\_\_\_\_ Checking Savings  
 mailing cashier's check payable to \_\_\_\_\_,  
at \_\_\_\_\_,  
 EFT: Financial Institution \_\_\_\_\_,  
Routing # \_\_\_\_\_  
Address \_\_\_\_\_  
For Deposit to:  Checking  Savings Account No.: \_\_\_\_\_  
*(Please attach a voided check, if possible)*

Disburse \_\_\_\_\_% to \_\_\_\_\_, payee(s), by  
 depositing to FNBA account # \_\_\_\_\_ Checking Savings  
 mailing cashier's check payable to \_\_\_\_\_,  
at \_\_\_\_\_,  
 EFT: Financial Institution \_\_\_\_\_,  
Routing # \_\_\_\_\_  
Address \_\_\_\_\_  
For Deposit to:  Checking  Savings Account No.: \_\_\_\_\_  
*(Please attach a voided check, if possible)*

Disburse \_\_\_\_\_% to \_\_\_\_\_, payee(s), by  
 depositing to FNBA account # \_\_\_\_\_ Checking Savings  
 mailing cashier's check payable to \_\_\_\_\_,  
at \_\_\_\_\_,  
 EFT: Financial Institution \_\_\_\_\_,  
Routing # \_\_\_\_\_  
Address \_\_\_\_\_  
For Deposit to:  Checking  Savings Account No.: \_\_\_\_\_  
*(Please attach a voided check, if possible)*

Disburse \_\_\_\_\_% to \_\_\_\_\_, payee(s), by  
 depositing to FNBA account # \_\_\_\_\_ Checking Savings  
 mailing cashier's check payable to \_\_\_\_\_,  
at \_\_\_\_\_,  
 EFT: Financial Institution \_\_\_\_\_,  
Routing # \_\_\_\_\_  
Address \_\_\_\_\_  
For Deposit to:  Checking  Savings Account No.: \_\_\_\_\_  
*(Please attach a voided check, if possible)*

### Consecutive Disbursement Balance Record

Account No.: \_\_\_\_\_

Disburse \_\_\_\_\_% to \_\_\_\_\_, payee(s), by  
 depositing to FNBA account # \_\_\_\_\_ Checking Savings  
 mailing your cashier's check payable to \_\_\_\_\_,  
at \_\_\_\_\_,  
with instructions (if any) to deposit to \_\_\_\_\_,  
 EFT: Financial Institution \_\_\_\_\_,  
Routing # \_\_\_\_\_  
Address \_\_\_\_\_  
For Deposit to:  Checking  Savings Account No.: \_\_\_\_\_  
*(Please attach a voided check, if possible)*

**until** \_\_\_\_\_ and an amount equal to \_\_\_\_\_% a year (from \_\_\_\_\_) of the declining balance thereof has been disbursed;

**thereafter**, disburse the same percentage to \_\_\_\_\_, payee(s), by

depositing to FNBA account # \_\_\_\_\_ Checking Savings  
 mailing your cashier's check payable to \_\_\_\_\_,  
at \_\_\_\_\_,  
with instructions (if any) to deposit to \_\_\_\_\_,  
 EFT: Financial Institution \_\_\_\_\_,  
Routing # \_\_\_\_\_  
Address \_\_\_\_\_  
For Deposit to:  Checking  Savings Account No.: \_\_\_\_\_  
*(Please attach a voided check, if possible)*

s\ \_\_\_\_\_  
Payee/Seller

s\ \_\_\_\_\_  
Payee/Seller

s\ \_\_\_\_\_  
Payee/Seller

s\ \_\_\_\_\_  
Payee/Seller

Disbursements will be governed by the rules of the Northwest Clearing House Association then in effect.

If a check or other item upon which EFT disbursement was based is not collected, you may recover from the undersigned by an adjusting debit entry, which you are hereby authorized to initiate in accordance with said rules.

The undersigned will hold you harmless from, and will defend and indemnify you against, any and every claim or loss that may arise from your complying with this authorization.

Acceptance of these instructions by The First National Bank Alaska is subject to acceptance of the EFT disbursement by the receiving financial institution. In accordance with the said rules, The First National Bank Alaska will send a pre-note test to the receiving financial institution, and if such test is accepted, these instructions will be implemented within 20 days of receipt. In the event the receiving financial institution will not accept the pre-note test, and upon notification to the undersigned, alternate written disbursement instructions will be provided

Please initial here:      Payee \_\_\_\_\_ Payee \_\_\_\_\_ Payee \_\_\_\_\_ Payee \_\_\_\_\_

**For Title Company Use:**

Prepared by: \_\_\_\_\_ Title Co: \_\_\_\_\_ on \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Title Company Reference Number: \_\_\_\_\_