

Date: [Insert Date]

Escrow Agent: [Insert Name of Title Company/Escrow Agent]

Seller: [Insert Seller Name]

Buyer: [Insert Buyer Name]

Property Address: [Insert Full Property Address]

Escrow Number: [Insert File/Escrow Number]

RE: Escrow Holdback Agreement for Unresolved Title Lien

This agreement is entered into by the Buyer, Seller, and Escrow Agent regarding the unresolved lien discovered on the title of the above-referenced property, specifically: [Description of Lien, e.g., Judgment, Mechanic's Lien, or Mortgage], recorded at [Insert Recording Info].

To facilitate the closing of the transaction prior to the formal release of said lien, the parties agree to the following:

1. Deposit of Funds: At the time of closing, the Escrow Agent shall withhold the sum of \$[Insert Amount] (the "Holdback Funds") from the Seller's proceeds.

2. Purpose: The Holdback Funds are to be held in a non-interest-bearing account to ensure the full payment, satisfaction, and removal of the aforementioned lien from the public record.

3. Seller Obligations: The Seller agrees to resolve and obtain a formal release of the lien no later than [Insert Deadline Date]. Seller shall provide the Escrow Agent with a recorded release or a payoff demand acceptable to the Title Company.

4. Disbursement: Upon receipt of the recorded release and confirmation that the Title Company can issue a clear title policy without exception for said lien, the Escrow Agent shall disburse the Holdback Funds to the Seller, less any administrative fees.

5. Default/Non-Resolution: If the Seller fails to provide the necessary release by the deadline stated in Section 3, the Escrow Agent is hereby authorized to use the Holdback Funds to pay the lien holder directly to satisfy the debt, or to initiate legal action to clear the title, at the Seller's sole expense.

6. Indemnification: Seller agrees to indemnify and hold the Buyer and Escrow Agent harmless from any loss or damage resulting from the existence of this lien or the delay in its removal.

Accepted and Agreed:

Seller Signature

Buyer Signature

Escrow Agent Signature