



JEFF L. THIGPEN
Register of Deeds
Guilford County, North Carolina

Dear Customer,

We are pleased to offer customers the ability to create Escrow Accounts for the filing of documents and copy charges once the system is launched! This service is intended to be a convenience for the many citizens who use our office on a regular basis to file documents and research land records.

In order to take advantage of this new service for our customers, Subscribers will need to do the following:

- 1 Remit to the Register of Deeds the amount of \$10.00 (such remittance being the initial Escrow Account). This amount can be divided between recording and copying fees.
- 2 Maintain an escrow account with a positive balance for the purpose of covering recording and copying fees. No documents will be recorded or services provided, including copying, unless sufficient funds remain in the account to cover all costs and/or fees.
- 3 Deposit funds to the Subscriber Escrow Account and maintain a positive balance at all times.
- 4 Provide the ROD with a valid e-mail address for monthly statements and to maintain a valid email address at all times. The Submitter must notify ROD if monthly email statements are not received.
- 5 Use ESCROW AUTHORIZATION form (clearly indicating the Escrow Account Name and Number) for filing documents.

The Register of Deeds general procedures will be as follows:

- 1 Accept valid documents deemed recordable by the Register of Deeds office for filing by the Subscriber.
- 2 Upon acceptance of the Escrow Deposit, the Register of Deeds office will deduct recording fees, and service copy fees from the Subscriber's escrow account.
- 3 Should an escrow account have insufficient funds, documents will not be recorded and other services will be suspended. Subscribers are responsible for monitoring funds to assure that they are sufficient to cover all cost and fees.
- 4 The Register of Deeds office will maintain account balances for the Subscriber and send account statements monthly to the Subscriber. Monthly statements will be emailed to Subscribers detailing recording and copying accounts including all account deposits, detail of transactions processed and account balances.
- 5 Subscribers will verify use of Escrow Authorization Form. The Register of Deeds office will not be responsible for identifying fraudulent forms, or forms with mistakes.

Felipe Allende, Business Information Analyst or Sheika Washington, Assistant to the Register of Deeds can assist you with setting up the Escrow Account and completing the Escrow Account Application and Escrow Subscription Agreement. Please contact Felipe at 336-641-2478 or Sheika at 336-641-3074.

Please contact me directly if you have any additional comments or questions regarding this service.

Thank you,

Jeff L. Thigpen
Guilford County Register of Deeds

Escrow Subscription Agreement (“Agreement”)

This Agreement is between _____, Subscriber, and Jeff Thigpen, Register of Deeds, on behalf of the Guilford County Register of Deeds office.

- A. This Agreement shall be valid from the date it is signed until terminated, revoked or otherwise cancelled by either the Register of Deeds or the Subscriber. The purpose of this Agreement is to prescribe the duties and responsibilities of each party with regard to the use of escrow funds for filing of documents, and copy charges.
- B. The duties of the Subscriber are as follows:
 - a. Remit to the Register of Deeds the amount of \$10.00 (such remittance being the initial Escrow Deposit). This amount can be divided between Recording and Copying fees.
 - b. Maintain an escrow account with a positive amount for the purpose of covering recording fees and copy fees. No documents will be recorded or services, including copying, provided unless sufficient funds remain in the account to cover all costs and/or fees.
 - c. Deposit funds to the Subscriber Escrow Account and maintain a positive balance at all times.
 - d. Provide the ROD with a valid e-mail address for monthly statements and to maintain a valid email address at all times. Submitter must notify ROD if monthly email statements are not received.
 - e. Use ESCROW AUTHORIZATION form (clearly indicating the Escrow Account Name and Number) for filing documents.
- C. The Register of Deed’s general procedures will be as follows:
 - a. Accept valid documents deemed recordable by the Register of Deed’s office for filing by the Subscriber.
 - b. Upon acceptance of the Escrow Deposit, the Register of Deed’s office will deduct recording fees, and service copy fees from the Subscriber’s escrow account. The escrow user will also receive a monthly email with a summation of recording and copying transactions.
 - c. Should an escrow account have insufficient funds, documents will not be recorded and other services will be suspended. It is the Subscriber’s responsibility/duty to monitor funds to assure that they are sufficient to cover all costs and fees.
 - d. The Register of Deeds office will maintain account balances for the Subscriber and send account statements monthly to the Subscriber. The monthly statements will include all

account deposits, detail of transactions processed and account balances. The statements will be e-mailed monthly to Escrow Subscribers.

- e. Subscribers will verify use of Escrow Authorization form. The Register of Deeds office will not be responsible for identifying fraudulent forms, or forms with mistakes.

- D. The intention of both parties is to maintain this Agreement until terminated, revoked or otherwise cancelled by either the Register of Deeds or the Subscriber. If the Subscriber wishes to cancel this Agreement, the authorized subscriber must send written notice. Should the Subscriber cancel this Agreement, the remaining escrow account balance will be sent to the Subscriber in the form of a check within four weeks of receipt of cancellation notice.

- E. Dispute Resolution Procedures

An Assistant, Manager, or the Register of Deeds will resolve any dispute between the parties regarding Subscriber's payments to Guilford County for services rendered under this Agreement. Resolution notices should be copied to the County Auditor. In the event that the Subscriber is dissatisfied with the decision of the Assistant or Manager, such grievance shall be submitted to the Register of Deeds, Jeff Thigpen, whose decision shall be final.

F. Miscellaneous Provisions

- 1 Sovereign Immunity. This Agreement is expressly made subject to County's Sovereign Immunity_____, and all applicable federal and state law. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the County has by operation of law. The signatories also acknowledge and grant the Register of Deeds immunity from any and all personal liability related to escrow funds, and any and all related matters.
- 2 Governing Law. The validity and interpretation of this Agreement, the rights and obligations of the parties hereunder, and any and all disputes arising out of or relating to this Agreement shall be governed by, enforced, and construed in accordance with the laws of the State of North Carolina, without regard to any otherwise applicable conflict of law rules or requirements.
- 3 Venue. This Agreement is performable and enforceable in Guilford County, North Carolina where the principal office of Register of Deeds is located, and the state courts of Guilford County shall be the venue for any litigation, special proceeding, or other proceeding as between the parties that may be brought, or arise out of, in connection with, or by reason of this Agreement.
- 4 Third Parties. The obligations of each party to this Agreement shall inure solely to the benefit of the other party, and no other person or entity shall be a third party beneficiary of this Agreement or have any right to enforce any obligation created or established under this Agreement.
- 5 Severability. If any term or provision of this Agreement, or of any document incorporated herein by reference, is construed or found to be void, voidable, illegal, unenforceable, or invalid, this will not affect the legality, enforceability, or validity of any of the other terms or provisions of this Agreement or of any document incorporated herein by reference. The illegal, unenforceable, or invalid term or provision shall be deemed stricken and deleted, but all other terms and provisions shall nevertheless

continue and be given full force and effect as if the illegal, unenforceable, or invalid terms or provisions had never been incorporated.

- 6 Binding Contract and Authority. This Agreement has been duly executed and delivered by both parties and constitutes a legal, valid, or binding obligation of the parties. Each person executing this Agreement on behalf of each party represents and warrants that they have full right and authority to enter into this Agreement.
- 7 Signatory Warranty. The person or persons signing and executing this Agreement on behalf of the party, or representing themselves as signing and executing this Agreement on behalf of the party, do hereby warrant and guarantee that he, she, or they have been duly authorized by the party to execute this Agreement on behalf of the party and to validly and legally bind the party to all terms, performances, and provisions herein set forth.

Acceptances. By their signatures below, the duly authorized representatives of County and Subscriber accept the terms of this Agreement in full and specify the address for notices under this Agreement.

Executed this _____ day of _____, 20____

Subscriber:

Jeff Thigpen

Guilford County Register of Deeds

REGISTER OF DEEDS

ESCROW ACCOUNT APPLICATION

PLEASE COMPLETE THE FOLLOWING INFORMATION AND RETURN WITH CASH, CHECK OR MONEY ORDER. CHECKS AND MONEY ORDERS ARE PAYABLE TO: **REGISTER OF DEEDS**. (COMPLETE ONE FORM PER ACCOUNT NAME).

IF SENT BY MAIL PLEASE INDICATE: Register of Deeds Escrow Application ATTN: Felipe Allende or Sheika Washington.

ACCOUNT NAME

ACCOUNT CONTACT

ADDRESS

MAILING ADDRESS

E-MAIL ADDRESS

PHONE: (_____) _____ CELL: (_____) _____

FAX: (_____) _____

PRINT NAME(S) OF PERSON(S) AUTHORIZED TO USE THE ESCROW ACCOUNT AND THEIR DRIVER'S LICENSE (DL) NUMBER:

DL# _____ STATE _____

DL# _____ STATE _____

DL# _____ STATE _____

DL# _____ STATE _____

| ROD use—user name |
|-------------------|
| _____ |
| _____ |
| _____ |
| _____ |

AMOUNT SUBMITTED TO OPEN ACCOUNT: \$ _____ CASH ___ OR CHECK/M.O. NO: _____

Recording \$ _____ Copy \$ _____

I, _____, Print name of authorized person

_____ Print title of authorized person

hereby authorize the GUILFORD COUNTY REGISTER OF DEEDS to establish an escrow account with the understanding that these funds can only be used to process or obtain documents filed with the Register of Deeds. I understand that only authorized persons listed above may access the account (changes must be submitted in writing a minimum of two business days prior to its expected use). I further understand that I/the Company has the financial responsibility to maintain a sufficient escrow account balance. In return, the Register of Deeds will provide an accounting receipt after each transaction and a monthly accumulative report of all transactions. Either party may revoke this agreement at any time with written notice.

_____, (_____) _____
SIGNATURE OF AUTHORIZED PERSON TELEPHONE NUMBER

REGISTER OF DEEDS USE ONLY

Date received: _____ Date account created: _____ Acct Code: _____

NAME OF ASSISTANT/MANAGER:

1. FILE ORIGINAL APPLICATION WITH REGISTER OF DEEDS ADMINISTRATION (Original Applications are kept on file in the ROD office);
2. ACCOUNT MAY BE DRAWN ON IMMEDIATELY UPON CREATION/CASHIERING OF ESCROW DEPOSIT.