ESCROW AGREEMENT

THIS ESCROW AGREEMENT, entered into by and between the UNITED STATES OF AMERICA acting herein by _____ , United States Attorney for the District of Connecticut, and _____ of _____,

and the Office of the Clerk of the United States District Court for the District of Connecticut, acting herein by_____, Deputy Clerk,

WHEREAS,_____ is a defendant in a certain criminal prosecution now pending in the United States District Court for the District of Connecticut, entitled United States of America v. _____, Docket No. _____; and

WHEREAS,_____ has signed as sureties, a certain appearance bond in the amount of _____ _____($_____) dollars to assure the appearance in said prosecution of_____, and

WHEREAS, said _____ has executed a Mortgage Deed in favor of the United States of America dated and recorded in the land records of_____, on _____ _____, 20 ___ , a copy of which Mortgage Deed is attached hereto as Exhibit 1, and,

WHEREAS, it is the intention of the parties to avoid the necessity of an action to foreclose said mortgage under the terms of the said appearance bond, and

WHEREAS, in order to effectuate the intention of the parties as aforesaid, the obligor(s), _____ has executed a Warranty Deed in favor of the UNITED STATES OF AMERICA, the original of which is attached hereto as Exhibit 2,

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants contained herein do hereby covenant and agree as follows:

1. Pursuant to this escrow agreement, the Clerk is hereby appointed as escrow agent to hold all of the documents comprising the Property Bond Package which are as follows:

a.) Appearance Bond;
b.) Agreement to Forfeit Property;
c.) Appraisal of Property;
d.) Certificate of Title;
e.) Copy of Recorded Mortgage Deed or Mortgage Deed with Affidavit of Counsel;
f.) Original Warranty Deed; and
g.) State and Local Conveyance Tax Returns.

2. In the event of an entry of an order by the United States District Court for the District of Connecticut forfeiting the appearance bond, the Clerk shall deliver the Warranty Deed to the United States Attorney's Office for recording on the land records of the town in which the property described in the Warranty Deed is located.

3. The delivery and recording of the Warranty Deed shall serve to extinguish and release whatever right, title and interest, the obligor(s), _____ may have in the property described in the Warranty Deed.

4. In the event of the fulfillment by the defendant of all his obligations under said appearance bond, at the conclusion of all proceedings, including any and all appeals, in the criminal proceeding entitled United States of America v. _____, Docket No. _____ pending before the United States District Court

for the District of Connecticut, the United States Attorney, acting on behalf of the UNITED STATES OF AMERICA will execute a release of the Mortgage Deed, a copy of which is attached hereto as Exhibit 1, and the Clerk will return to the obligor(s),

_____,

the Warranty Deed. The cost and responsibility for the preparation and recording of the Release of Mortgage shall be upon the defendant.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

_____
UNITED STATES ATTORNEY

BY: _____
ASSISTANT UNITED STATES ATTORNEY

Dated this _____ day of _____, 200____.

_____
DEPUTY CLERK

_____
DEFENDANT

Dated this _____ day of _____, 200 ___ .

_____
MORTGAGOR/OBLIGOR

Dated this _____ day of _____, 200 _____

_____
MORTGAGOR/OBLIGOR

Dated this_____ day of _____, 200 _____

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