



Escrow Holdback Agreement

7. Keystone Funding, Inc. shall not be liable for any cost, fees, or expenses incurred except to the extent of the Escrow Fund in completing the Work.
8. If the Responsible Party fails to complete the work by the completion date or any extension thereof, Keystone Funding, Inc. may contract for the completion of the work and pay the cost of labor and materials from the escrow fund.
9. Responsible Party shall remain liable for the cost of all materials and labor used to complete the work and shall keep the premises free and clear of construction liens.
10. Mortgagor hereby irrevocably authorizes and empowers Responsible Party and/or Keystone Funding, Inc., its agents, officers, employees, contractors, or laborers to enter the premises to complete the required work. Mortgagor hereby agrees to indemnify and hold harmless the Responsible Party, and Keystone Funding, Inc., its directors, officers, employees, agents, contractors, or laborers from any suit or claims resulting from their entry on the premises.
11. In the event of threatened or actual litigation relating to the contents of the Agreement, Mortgagor and Responsible Party agree to reimburse Keystone Funding, Inc. for any reasonable expenses incurred including its attorney's fees. Keystone Funding, Inc. shall have a lien upon the Escrow Funds or any portion thereof to the principal of the above-described loan.
12. Keystone Funding, Inc. may in its sole discretion, apply the balance of the Escrow Funds or any portion thereof, to the principal of the above described loan.
13. Any changes in the terms and conditions hereof must be in writing, signed by all parties or their duly authorized representatives.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seals as of the day and year first above written.

Seller(s)

Borrower(s)

By: _____
Lender

By: _____
Keystone Funding, Inc.

By: _____
Its: _____

By: _____
Its: _____