

BACKGROUND

Earnest money dispute. Should the money be released to the seller? Why should the REALTOR® be the one who has to decide? Indeed, the following constitutes one of the most commonly asked questions on the Michigan Association of REALTORS® Legal Hotline:

My seller entered into a purchase agreement with a buyer that requires that a contingency be removed within 90 days. Day 91 came and went and the seller declared the earnest money deposit forfeited. I advised the buyer that I was going to forfeit the earnest money deposit. His attorney wrote me a letter saying that time was not of the essence on the contract and the buyer would soon have the contingency removed, and, further, that the earnest money deposit was to be retained by me. Passing the letter on to the seller, I received a letter from the seller's attorney stating that the transaction was terminated and demanding that I immediately deliver the earnest money deposit to the seller.

What do I do?

For years, REALTORS® have been counseled over the Hotline that, in a situation where both the buyer and the seller assert a claim to the earnest money deposit, the REALTOR® should not release the money to either party no matter how strongly the REALTOR® believes that party is entitled to the money. As will be discussed below, the administrative rules now prohibit a REALTOR® from releasing earnest money when there is a dispute.

While there is no requirement that a REALTOR® initiate an interpleader action to dispose of a disputed earnest money deposit, in some cases, a REALTOR® may choose to do so in order to take himself or herself out of the middle of a dispute.

The question which always arises is, "How do I interplead the money and how much will it cost me to have an attorney do it?" This memorandum is designed to provide some general

guidance to interpleading funds so that a REALTOR®'s attorney or a REALTOR® may be able to cheaply dispose of an earnest money deposit and the dispute that travels with it. As noted below, the forms can also save a REALTOR®'s attorney significant time in preparing the necessary documents and, indeed, these fees may even be recoverable out of the earnest money funds.

ADMINISTRATIVE RULE

A REALTOR®'s practice in Michigan is governed in part by administrative rules. Since 2002, the administrative rule relating to earnest money deposits has provided:

(6) Disbursement of an earnest money deposit shall be made at consummation or termination of the agreement in accordance with the agreement signed by the parties. However, any deposit in the trust account of the broker for which the buyer and seller have made claim shall remain in the broker's trust account until a civil action has determined to whom the deposit must be paid, or until the buyer and seller have agreed, in writing, to the disposition of the deposit. The broker may also commence a civil action to interplead the deposit with the proper court.

R 339.22313(6).

This rule was amended in response to several judicial decisions holding a REALTOR® liable for a buyer's or seller's attorney fees, because the REALTOR® had refused to release earnest money funds without a court order. These decisions failed to recognize a REALTOR®'s potential liability for releasing funds without the protection of a court order. Today, a REALTOR® faced with such a claim from an unhappy buyer or seller can simply point to the above-cited rule that expressly PROHIBITS the release of earnest money funds in the event of a dispute.

PURPOSE OF INTERPLEADER AND DECISION IF IT IS APPROPRIATE

The basic purpose of interpleader is to protect a person faced with the possibility of multiple or inconsistent litigation and liability. Michigan Court Rule ("MCR") 3.603 authorizes a person against whom two or more persons are making a claim, to file an action to join the claimants as defendants for the purpose of determining whether he or she is liable to anyone and, if so, to whom and to what extent. *A copy of MCR 3.603 is attached to this paper as Exhibit A.*

There are three general issues which are raised and decided in an action for interpleader:

- (1) Is interpleader proper --have the buyer and seller asserted conflicting claims against the earnest money deposit?
- (2) Is there an issue as to who is entitled to the amount at issue between the claimants -- the REALTOR® should assume there is an issue if both the buyer and seller have asserted claims against the earnest money deposit.
- (3) Is there any liability to any of the claimants --the basic reason for the REALTOR® to interplead the earnest money deposit is to in fact avoid potential liability to either of the claimants.

PROCEDURE

The procedure to interplead an earnest money deposit is basically as follows:

- (1) Preparation of summons and complaint;
- (2) Filing of the summons and complaint with the District Court in your jurisdiction¹ (assuming the earnest money deposit is less than \$25,000) -- the REALTOR® will have to pay a filing fee;
- (3) Service of the summons and complaint on the seller and buyer -- they will usually have twenty-one (21) days in which to respond (in most jurisdictions, the Clerk will be able to provide you with the name of a process server who will serve the complaint for the REALTOR®, and they, in turn, will charge a fee);
- (4) Filing of a motion for entry of an order permitting the REALTOR® to interplead the earnest money deposit;
- (5) An order prepared on behalf of the REALTOR® will be entered at the time of the hearing by the court, stating that the broker should deposit the earnest money with the court and, in addition, that, upon filing with the court, the REALTOR® will be absolved from any further liability with respect to the earnest money deposit.

We have attempted to prepare step-by-step instructions and forms for interpleading of earnest money deposits. The steps are summarized in the checklist attached as Exhibit B. The sample forms are attached as Exhibits C through G, and include the following:

You will need to determine which District Court is the proper venue for your action. This issue is discussed more fully in the Instructions For Complaint to Interplead Earnest Money Deposit.

- (1) Complaint;
- (2) Motion for entry of order permitting interpleader;
- (3) Notice of Hearing;
- (4) Form order permitting broker to interplead funds; and
- (5) Proof of Service.

A REALTOR® can use the checklist in conjunction with the instruction sheets, to ensure that all steps are properly completed.

THE ISSUE OF ATTORNEYS

It is important that all REALTORS® understand that an individual may interplead earnest money deposits in his own possession on his own behalf. When the funds are held by a corporation, as is often the case, an attorney will be needed to represent the corporation in court. Further, serious consideration should be given to having the interpleader action performed by the REALTOR®'s counsel in any event, particularly since the facts can vary from case-to-case. Indeed, by providing their attorneys with the sample forms contained in this packet, a REALTOR® should be able to minimize the legal fees incurred. Perhaps more importantly, however, attorney fees may be properly awarded to one who commences an interpleader action. See, MCR 3.603(E), the text of which is reprinted on Exhibit A hereto. See also, GRP, Ltd v U.S. Aviation Underwriters, Inc, 70 Mich App 671 (1976), aff'd 402 Mich 107 (1978). Such an award is most appropriate when the interpleading plaintiff is a mere stakeholder --a person claiming no interest in the funds -- such as a REALTOR®. Accordingly, a request for attorney fees should be made in all pleadings filed with the court -- if an attorney is involved -- and at the hearing. Thus, a REALTOR® may be able to have an attorney represent him or her in the interpleader action and have those legal fees paid.

EXHIBIT A

Michigan Court Rule 3.603 Interpleader

(A) Availability.

(1) Persons having claims against the plaintiff may be joined as defendants and required to interplead when their claims are such that the plaintiff is or may be exposed to double or multiple liability. It is not a ground for objection to the joinder that the claims of the several claimants or the titles on which their claims depend do not have a common origin or are not identical, but are adverse to and independent of one another, or that the plaintiff denies liability to any or all of the claimants in whole or in part.

(2) A defendant exposed to liability, as described in subrule (A)(1), may obtain interpleader by counterclaim or cross-claim. A claimant not already before the court may be joined as defendant, as provided in MCR 2.207 or MCR 2.209.

(3) If one or more actions concerning the subject matter of the interpleader action have already been filed, the interpleader action must be filed in the court where the first action was filed.

(B) Procedure.

(1) The court may order the property or the amount of money as to which the plaintiff admits liability to be deposited with the court or otherwise preserved, or to be secured by a bond in an amount sufficient to assure payment of the liability admitted.

(2) The court may thereafter enjoin the parties before it from commencing or prosecuting another action regarding the subject matter of the interpleader action.

(3) On hearing, the court may order the plaintiff discharged from liability as to property deposited or secured before determining the rights of the claimants.

(C) Rule Not Exclusive. The provisions of this rule supplement and do not in any way limit the joinder of parties permitted by MCR 2.206.

(D) Disposition of Earlier Action. If another action concerning the subject matter of the interpleader action has previously been filed, the court in which the earlier action was filed may:

(1) transfer the action, entirely or in part, to the court in which the interpleader action is pending,

(2) hold the action entirely or partially in abeyance, pending resolution of the interpleader action,

(3) dismiss the action, entirely or in part, or

(4) upon a showing of good cause, proceed with the action, explaining on the record the basis of the decision to proceed.

(E) Actual Costs. The court may award actual costs to an interpleader plaintiff. For purposes of this rule, actual costs are those costs taxable in any civil action, and a reasonable attorney fee as determined by the trial court.

(1) The court may order that the plaintiff's actual costs of filing the interpleader request, tendering the disputed property to the court, and participating in the case as a disinterested stakeholder be paid from the disputed property or by another party.

(2) If the plaintiff incurs actual costs other than those described in subrule (1) due to another party's unreasonable litigation posture, the court may order that the other party pay those additional actual costs.

(3) An award made pursuant to this rule may not include reimbursement for the actual costs of asserting the plaintiff's own claim to the disputed property, or of supporting or opposing another party's claim.

[Effective March 1, 1985; amended effective December 1, 1996; January 1, 2003.]

EXHIBIT B

CHECKLIST FOR INTERPLEADING EARNEST MONEY DEPOSITS¹

Is Interpleader Available?

(Are there multiple and conflicting claims to the money, and is there an issue as to who is entitled to the money?)

Summons And Complaint

--Draft complaint* --Obtain summons from District Court clerk; fill out --Filing fee --Determine in which District Court to file the action --File summons and complaint with the clerk of the court --Service of summons and complaint on buyer and seller (process server)

Motion For Entry Of Order Permitting Interpleader*

--Buyer and seller have answered complaint --Draft motion* --Filing fee --File motion with the clerk of the court --Serve motion on buyer and seller (by mail) --Proof of Service*

Notice Of Hearing*

--Call court for hearing date (done prior to filing motion) --Draft notice* --File notice (with motion) with the clerk of the court --Serve notice (by mail) --Proof of Service*

Order Of Interpleader*

--Draft order* --Provide order to court at hearing to have judge sign the order

Again, a REALTOR® can only interplead earnest money deposits in the REALTOR®'s possession on the REALTOR®'s own behalf. If the REALTOR® is a corporation, an attorney will need to be retained to represent the corporation in court.

* Sample document included.

--Provide copy of order to buyer and seller if they were not at hearing --Proof of Service*

Deposit Of Funds With Court

--Submit funds to the clerk of the court --
Obtain receipt

Exhibit C

INSTRUCTIONS FOR COMPLAINT TO INTERPLEAD EARNEST MONEY DEPOSITS

A sample Verified Complaint to Interplead Earnest Money Deposit is attached. The upper portion of the first page of the Complaint to Interplead Earnest Money Deposit (the “Complaint”) is the caption. Each REALTOR® should call the appropriate District Court to find out what the District Court number is and insert it at the top of the page. Thereafter, the REALTOR®’s name should be inserted above the word “Plaintiff” and the seller’s and buyer’s names inserted above the word “Defendants.” The clerk of the District Court will fill in the file number.

COMPLAINT PARAGRAPHS

1. Paragraph 1 of the Complaint requires insertion of the REALTOR®’s name and address. If the REALTOR® is organized as a partnership, sole proprietorship, or corporation, it should be indicated on that paragraph. If the REALTOR® is attempting to interplead the money on anyone’s behalf other than the REALTOR®’s (*i.e.*, a corporation owned by the REALTOR®), then counsel must be retained.

2/3. Paragraphs 2 and 3 call for insertion of the seller’s and buyer’s addresses.

4. Paragraph 4 describes the purchase agreement, and calls for it to be attached to the Complaint. It also calls for the insertion of various descriptions of the real property at issue.

5. Paragraph 5 specifically recites the paragraph of the purchase agreement under which the earnest money deposit was deposited with the broker, as well as the amount of the earnest money deposit.

6. Paragraph 6 should be used to describe the nature of the dispute between the seller and buyer. In other words, inform the court why the deal has fallen apart.

7/8. Paragraphs 7 and 8 provide that the seller and/or his or her counsel have declared that the earnest money deposit should be forfeited. You should describe why the seller claims the earnest money deposit and the nature of the claim against the REALTOR®.

9. Paragraph 9 in turn indicates that the buyer contends that the earnest money deposit has not or should not be forfeited. Describe the buyer's claim to the earnest money deposit and note the claim the buyer has made against the REALTOR®.

10. Paragraph 10 is an important paragraph, in that it is in this paragraph that the REALTOR® asserts that he or she has no interest in the earnest money deposit, and admits that either the seller or buyer is entitled to all or a portion of the earnest money deposit.

11. Finally, Paragraph 11 states that, unless the seller and buyer are required to assert their claims against the earnest money deposit, it is possible that the REALTOR® could be exposed to double or multiple litigation for the earnest money deposit --this makes sense inasmuch as either the buyer or seller could sue the REALTOR® for the earnest money deposit. Interpleader is expressly designed as a mechanism to avoid such conflicts and adverse claims.

“WHEREFORE,” the final paragraph of the Complaint sets forth the broker's request for relief, *i.e.*, that the earnest money be deposited with the court; the broker be discharged from any further liability as to the earnest money deposit; and, thereafter, the seller and the buyer resolve the claims between themselves.

The Complaint should be signed by the REALTOR® and verified, *i.e.*, notarized.

GENERAL INFORMATION

At the time of the filing of the Complaint, it will also be necessary to cause a summons to be issued. It will be necessary for the REALTOR® to determine what judicial district their court is in and insert that number and the address and telephone number of the court on the summons. A REALTOR® will also need to pay a court filing fee. The amount can be determined from the court clerk.

A REALTOR® will also need to determine which District Court is the proper forum to hear the interpleader action. This is known as venue. Venue is proper in the county where either the buyer or seller resides, or where the cause of action arose. A REALTOR® should generally file the action in the District Court for the county where the REALTOR® resides, arguing that the earnest money deposit is being held in that county, and the cause of action thus arose there. Venue is waivable, so the buyer and seller may decide not to challenge venue, and the REALTOR® should attempt to utilize the closest District Court if a good faith argument can be

made for filing there. If there is more than one District Court in the county -- as there often is -a call should be placed to the clerk of the court for guidance.

Upon filing of the Complaint and issuance of the summons, a copy of the Complaint and the summons must be served on the buyer and seller. Usually, District Court personnel can advise you who provides this service. After service, the Return of Service will be filled in by the process server. The Return of Service then needs to be filed with the Clerk of the District Court. The buyer and seller will have 21 days from the date they are served to file an answer to the Complaint, and send a copy to the REALTOR® or his or her attorney. If they do not, the REALTOR® should visit the Clerk and request a form entitled Default; fill in the form; file it with the Clerk; and send a copy to the seller and buyer.

After the buyer and seller have been served, it is time for the REALTOR® to file the Motion for Order of Interpleader.

STATE OF MICHIGAN
IN THE ____ JUDICIAL DISTRICT COURT

[Broker's Name],

Plaintiff, File No. 03--CK

Hon.

[Seller's Name]

[Buyer's Name],

Defendants. /

**[REALTOR®'s attorney's name
and address, if one is retained]**

/

VERIFIED COMPLAINT TO INTERPLEAD EARNEST MONEY DEPOSIT

NOW COMES **[Broker's name]**, a Michigan corporation,^{*} and for its complaint against Defendants

[Seller's name] ("Seller") and **[Buyer's name]** ("Buyer"), states as follows:

1. **[Broker's name]** is a corporation organized under the laws of the State of Michigan, whose principal place of business is located at **[Broker's address]**.

2. Seller resides at **[Seller's address]**.

3. Buyer resides at **[Buyer's address]**.

4. On **[date of purchase agreement]**, Seller and Buyer entered into a certain agreement to purchase property for property commonly known as **[common address of**

^{*} **[It must be remembered that a broker cannot represent his or her corporation. A corporation must be represented in court by an attorney.]**

property] and legally described as **[legal description of property]**. A copy of the Agreement is

attached as Exhibit **◆**A (the “Purchase Agreement”).

5. Pursuant to Paragraph ____ of the Purchase Agreement, Buyer deposited the sum of _____ Dollars with **[Broker’s Name]** as earnest money for Buyer’s performance under the Purchase Agreement (the “Earnest Money Deposit”).

6. A dispute has arisen between Seller and Buyer with respect to the physical condition of the Property **[or describe other basis for dispute]**, and this dispute has prevented completion of the transaction.

7. Upon information and belief, Seller has declared Buyer in breach of the Purchase Agreement, and has asserted that the Earnest Money Deposit has been forfeited by Buyer.

8. Counsel for Seller **[or Seller]** has directed **[Broker’s name]** to release the Earnest Money Deposit to Seller. A copy of counsel’s **[date of letter]** letter is attached as Exhibit **◆**B **[or describe oral request for Earnest Money Deposit]**.

9. Counsel for Buyer **[or Buyer]** has directed **[Broker’s name]** to not release the Earnest Money Deposit to Seller and has contested Seller’s claim that the Earnest Money Deposit has been forfeited.

10. **[Broker’s name]** asserts no interest in the Earnest Money Deposit and admits that either Seller or Buyer is entitled to all or a portion of the Earnest Money Deposit.

11. Unless Seller and Buyer are required to interplead with respect to their claims against the Earnest Money Deposit, **[Broker’s name]** is or may be exposed to double or multiple conflicting and adverse claims and liability for the Earnest Money Deposit.

WHEREFORE, **[Broker’s name]** respectfully requests:

A. This Honorable Court enter an Order requiring that the Earnest Money Deposit be deposited with this Court or otherwise be preserved;

B. Upon hearing, order [**Broker's name**] discharged from liability as to the earnest money deposit before determining the rights of Seller and Buyer;

C. Seller and Buyer be required to interplead their claims and demands between themselves;

D. [**Broker's name**] have such further relief as shall be agreeable to equity and good conscience; and

E. [*Broker's name*] be awarded its attorney fees incurred in filing this interpleader action.)^{**}

**** Use Paragraph E ONLY if Broker represented by counsel.**

VERIFICATION

- (1) Complaint;
- (2) Motion for entry of order permitting interpleader;
- (3) Notice of Hearing;
- (4) Form order permitting broker to interplead funds; and

On this _____ day of Proof of Service, 20____, before me, a notary public, personally appeared _____, to me known to be that person, and being duly therein are to _____ respective personal knowledge, or those matters stated upon sworn, deposed and said that he/she read the foregoing Complaint, and that the matters set forth information and belief are true to the best of his/her knowledge and belief.

[Name of notary public]

County, Michigan My Commission

Expires:

Attorneys for Plaintiff

By:

[Name of attorney]

Business Address: Date:

Telephone:

Exhibit D

INSTRUCTIONS TO MOTION FOR ORDER OF INTERPLEADER

Assuming the buyers and sellers have been served with the summons and a copy of the Complaint, then it is appropriate that a motion be filed to ask the court to permit the REALTOR® to file the earnest money deposit with the clerk of the court. It is at this point, if the motion is granted, that the REALTOR® is removed from the earnest money controversy. The procedure is fairly straightforward.

1. When the Complaint was filed, the case was probably assigned to a judge. The judge's name was written or inserted in the upper right-hand corner of the summons and Complaint. If this is not the practice in your jurisdiction, a call could be placed to the clerk of the court's office, and they could tell you which judge was or will be assigned to the file number for purposes of your motion.

2. After having obtained the name of the judge hearing the case, inquiry should be made as to who schedules hearings before that judge. Upon finding out who this person is, they should be called and advised that you need 15 minutes of the judge's time for a hearing to interplead an earnest money deposit in a real estate dispute. They will provide you with a date and time for the hearing.

3. A notice of hearing should be prepared setting forth the date and time of the hearing, including the name of the judge and the address of his courtrooms. ***A sample notice of hearing is attached.***

4. Also, a motion for order of interpleader should be filed with the clerk of the court, along with the completed notice of hearing. ***Attached is a simple motion for order of interpleader.*** Normally, nothing more is needed. You should also check with your District Court to make certain no motion fee is needed.

5. Upon filing of the motion and notice, copies of the motion and notice should be mailed to the buyer and seller or, if they have retained counsel, mailed to their counsel. Upon mailing, proof of mailing should be filed with the court. ***A form Proof of Service is attached.*** Again, all that is inserted on that form is that a copy of the motion and notice of

hearing were served on the buyer and seller (or their counsel) at their addresses by use of the U.S. Postal Service.

6. On the date of hearing, all that should be necessary is for the REALTOR® or his or her counsel to appear; advise the court of the nature of the dispute; and ask for entry of an order permitting interpleader. ***A copy of a proposed order is attached.*** The court will expect the REALTOR® or their counsel to prepare the order. The court may further question the REALTOR® or his or her counsel about the facts underlying the controversy.

7. Assuming the court grants the order, copies should then be served on the buyer and seller. If they are at the hearing, copies could be provided to them at the hearing after signature by the judge. If they are not at the hearing, copies should be served on them or their counsel if they have retained counsel through the use of the U.S. Postal Service. The money should then be deposited.

8. Armed with the order, the money should be deposited with the clerk of the court. A REALTOR® should be certain to obtain a receipt from the clerk for the deposit of the funds. Upon deposit, the REALTOR® should be discharged from liability relative to the earnest money dispute.

STATE OF MICHIGAN IN THE ____

JUDICIAL DISTRICT COURT

- (1) Complaint;
- (2) Motion for entry of order permitting interpleader;
- (3) Notice of Hearing;
- (4) Form order permitting broker to interplead funds; and
- (5) Proof of Service.

[Broker's signature]

STATE OF MICHIGAN
COUNTY OF)) ss.)

[Broker's Name],
Plaintiff,

File No. 03 -CK
MOTION FOR ORDER OF INTERPLEADER

NOW COMES **[Broker's name]**, and for his/her motion pursuant to MCR 3.603(B) states as follows:

1. On the ____ day of _____, 20 ____, **[Sellers' name]** ("Sellers") and **[Buyers' name]** ("Buyers") entered into a certain purchase agreement, attached to the Motion as Exhibit **◆A**, under which an earnest money deposit in the amount of \$_____ was deposited with **[Broker's name]**.

2. As is more specifically set forth in the Verified Complaint in this matter, a dispute has arisen as to whether the earnest money deposit should be forfeited to the Sellers or remain the property of the Buyers.

3. **[Broker's name]** may or will be exposed to double or multiple claims of liabilities, since **[Broker's name]** is unable to ascertain which of these parties is entitled to all or any part of the earnest money deposit.

WHEREFORE, **[Broker's name]** respectfully requests that this Court enter its order authorizing **[Broker's name]** to deposit the earnest money deposit with the Clerk of this Court, and, upon deposit, discharging **[Broker's name]** from liability as to the earnest money deposit for determining the rights of Sellers and Buyers; and thereafter directing Sellers and Buyers to interplead their claims and demands between themselves. (*[Broker's name] also requests that this Honorable Court award [Broker's name] the attorney fees incurred in connection with this interpleader action.*)^{*}

**[Name of REALTOR®][Address of
REALTOR®][Date][or REALTOR®'s attorney's
name and address]**

*

Use this last sentence only if REALTOR® is represented by attorney.

EXHIBIT E

STATE OF MICHIGAN IN THE _____

JUDICIAL DISTRICT COURT

[Broker's Name],

Plaintiff, File No. 03--CK

Hon.

[Seller's Name]

[Buyer's Name],

Defendants. /

**[REALTOR®'s attorney's name
and address, if one is retained]**

/

NOTICE OF HEARING

**TO: [Name of Seller] [Name of Buyer][Address of Seller] [Address of
Buyer]**

PLEASE TAKE NOTICE that the attached Motion for Order of Interpleader will be brought on for hearing before The Honorable _____, District Judge, in , on

_____, 20____, at _____ o'clock his/her courtrooms, **[Court's address]**____.m., or as

soon thereafter as counsel may be heard.

**[Name of REALTOR®][Address of
REALTOR®][Date][or REALTOR®'s attorney's
name and address]**

EXHIBIT F

STATE OF MICHIGAN IN THE _____
JUDICIAL DISTRICT COURT

- (1) Complaint;
- (2) Motion for entry of order permitting interpleader;
- (3) Notice of Hearing;
- (4) Form order permitting broker to interplead funds; and
- (5) Proof of Service.

[Broker's signature]

STATE OF MICHIGAN
COUNTY OF _____)) ss.)

[Broker's Name],
Plaintiff,

ORDER OF INTERPLEADER
File No. 03 -CK

At a session of said Court, held in the City of _____, State of Michigan, on the **[date of hearing]**.

PRESENT: THE HONORABLE District Judge Plaintiff **[Broker's name]** having filed a Verified Complaint for Interpleader, and thereafter having filed a Motion for Interpleader; the Court having heard the oral argument of the parties; and the Court being otherwise fully advised in the premises; NOW, THEREFORE, IT IS HEREBY ORDERED that the Order of Interpleader requested by **[Broker's name]** is entered, and that the Defendants, **[Seller's name]** and **[Buyer's name]**, jointly and severally, interplead and settle the matters in controversy between themselves.

IT IS FURTHER ORDERED that **[Broker's name]** is authorized and directed to \$_____ deposit with the Clerk of this Court the sum of _____, representing its total liability entered into on the _____ day of _____, 20____, between with respect to the earnest money deposit made pursuant to the terms of a Purchase Agreement **[Seller's name]**, as Sellers, and **[Buyer's name]**, as Buyers, and upon such deposit **[Broker's name]** shall be discharged from any liability with respect to the aforementioned earnest money deposit.

IT IS FURTHER ORDERED that the Defendants in this matter, in order to obtain these funds, proceed to present and prosecute before this Court their several and respective claims to the funds according to the rules and practices of this Court.

*[IT IS FURTHER ORDERED that the **[Broker's name]** be awarded \$_____ in attorney fees, to be paid out of the aforementioned earnest money deposit.]*^{*}

[Name of Judge]
District Judge

*

Use this paragraph if REALTOR® represented by counsel. The Court may or may not strike it out.

[Name of person mailing]

Subscribed and sworn to before me, a
notary public, on this _____ day of
_____, 20____.

[notary public]
County, Michigan My
Commission Expires: