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COINTEL: REXB II-II-93

HEMELG F. HEST

The undersigned hereby deliver to you the papers, money or property hereinafter described to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth, to which the undersigned hereby agree:

INTERNAL SECURITY - R

- (1) Agreement, dated May 11, 1962, by and between Joseph E. Campbell and Ruby M. Campbell, husband and wife, as sellers, and Delbert E. Case and Frances G. Case, husband and wife, as buyers, covering real property in Klamath County Oregon, being lot 20, Vicory Acres, According to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, and calling for a total purchase price of \$9,000.00, of which \$1,000.00 is to be paid at the time of execution of agreement, and the balance of \$8,000.00 is payable in installments of not less than \$50.00 per month inclusive of interest at the rate of 5% per annum from May 14, 1962, on the unpaid balance. Said payments of principal and interest to be made on the 15th day of every month, commencing June 15, 1962.

- (2) Warranty Deed to Grant Estate by the Entirety, dated May 11, 1962, from said sellers to said buyers covering the real property described in Agreement (Item 1) above.

SPECIAL INSTRUCTIONS

Out of the final payments made hereunder, you are authorized and directed to deduct therefrom the premium for a policy of title insurance insuring vendees in the penal sum of \$9,000.00.

UNITED STATES DEPARTMENT OF JUSTICE

2. The following are the names of the persons who have been appointed to the various committees of the Board of Directors:

10. You will hold the above documents in escrow and, when you have received for the sellers payment in full of the contract set forth in (1) above, you will retain said contract, and you will surrender the other documents to purchasers or either of them or to the order of either of them on demand.

[illegible]

held, subject to order of Seller or survivor of them.
Deposit in Seller's Saving Account No. _____ at _____ your

In the event of the death or illness of the seller, payment shall be made to the order of the survivor.

You are authorized to deduct your service fee of \$ **12.00** from the first collection made and to retain collection charges for each payment thereafter. You are further authorized, but not directed, to deduct from the final payment or payments the total cost of necessary revenue sharing.

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This agreement is binding upon the heirs, executors, successors and/or assigns of all the parties hereto.

In consideration of the acceptance by you of this escrow, we do agree that your obligations and duties in connection herewith are confined to those specifically enumerated in these instructions; that you shall not be in any manner liable or responsible for the sufficiency, correctness, genuineness or validity of any instruments deposited with you, or with reference to the form of execution thereof, or the identity, authority or rights of any person executing or depositing the same; that you are under no obligation to ascertain the terms or conditions of any such instruments or to comply in any respect with the terms thereof, and that you shall not be liable for any loss which may occur by reason of forgery, false representations, or the exercise of your discretion in any particular manner, or for any other reason except gross negligence or willful misconduct.

We do further agree that, if any controversy arises between the parties hereto or with any third person, you shall not be required to determine the same or to take any action in the premises, but you may avail the settlement of any such controversy by final, enforceable legal proceedings or otherwise as you may require; or you may in your discretion, institute such appropriate interpleader or other proceedings in connection therewith as you may deem proper, notwithstanding anything in these instructions to the contrary. In any of such events you shall not be liable for interest or damage.

The fee agreed upon for your services hereunder is intended as compensation for your ordinary services as contemplated by these instructions. In the event that the conditions of this escrow are not promptly fulfilled, or that you render any service hereunder not provided for in these instructions, or that there is any assignment of interest in the subject matter of this escrow or any modification thereof, or that any controversy arises hereunder or that you are made a party to or intervene in any litigation pertaining to this escrow or the subject matter thereof, you shall be reasonably compensated for such extraordinary services and reimbursement for all costs and expenses occasioned by such default, delay, controversy or litigation. You shall have the right to retain, and are hereby given a lien upon, all documents and other things of value at any time held by you hereunder until all your compensation, fees, costs and expenses shall have been paid, all of which we hereby jointly and severally promise to pay upon demand.

You shall not be required to accept any assignment or amendment, unless the same is in form satisfactory to you.

This escrow is to be completed in the manner and at the time hereinabove provided. Unless it is so completed, or some proper arrangements for the extension thereof, including the payment of reasonable fees for the extension, are effected on or before that time, you may, at any time after the expiration of one year from such time, close your record without notice, at which time your liability in connection with the matter shall terminate.

Seller's address:
5543 Summers Lane
Klamath Falls, Oregon

Buyer's address:
1944 Logan
Klamath Falls, Oregon

Joseph B. Campbell
Ruby M. Campbell
Delbert E. Case
Frances G. Case

Dated this 11th day of May 1962

The above Escrow Instructions received and accepted this 15 day of May 1962

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

Mary Bethwell

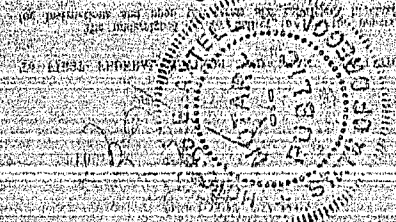
OFFICE OF THE CLERK OF THE DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF OREGON

Joseph B. Campbell
Ruby M. Campbell
Delbert E. Case
Frances G. Case

STATE OF OREGON
COUNTY OF KLAMATH

This certifies that on the 19th day of April 1962, the above, Joseph B. Campbell, Ruby M. Campbell, Delbert E. Case & Frances G. Case did sign before the following individual, a notary public.

Howard E. Artell
Comm. Exp. 11-11-67



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This Agreement, made and entered into this 11th day of May, 1962, by and between JOSEPH B. CAMPBELL and RUBY M. CAMPBELL, husband and wife, hereinafter called the vendor, and DELBERT E. CASE and FRANCES G. CASE, husband and wife,

hereinafter called the vendee, (it being understood that the singular shall include the plural if there are two or more vendors and/or vendees) WITNESSETH

that the vendor agrees to sell to the vendee and the vendee agrees to buy from the vendor, all of the following described property, situate in Klamath County, State of Oregon, to-wit:

Lot 20, VIGORY ACRES, Klamath County, Oregon

SUBJECT TO: Contracts and/or liens for irrigation and/or drainage; Easements and rights of way of record and those apparent on the land, if any; Reservations and restrictions of record.

at and for a price of \$ 9,000.00, payable as follows, to-wit:

\$ 1,000.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$ 8,000.00 with interest at the rate of 5% per annum from May 14, 1962, payable in installments of not less than \$ 50.00 per month inclusive of interest, the first installment to be paid on the 15th day of June 1962 and a further installment on the 15th day of every month thereafter until the full balance and interest are paid. All or any portion may be prepaid at any time without penalty.

The 1961-1962 Klamath County, Oregon, real property taxes and the insurance on the premises will be pro-rated as of May 14, 1962.

Vendee agrees to make said payments promptly on the dates above named to the order of the vendor, or the survivors of them, at the First Federal Savings and Loan Association of Klamath Falls, Oregon, to keep said property at all times in as good condition as the same now are, that no improvement now on or which may hereafter be placed on said property shall be removed or destroyed before the entire purchase price has been paid and that said property will be kept insured in companies approved by vendor against loss or damage by fire in a sum not less than \$100,000.00 payable to the parties as their respective interests may appear, said policy or policies of insurance to be held by vendor, copy to vendee and seasonably and before the same shall become delinquent all taxes, assessments, liens and incumbrances of whatever nature and kind.

and agrees not to suffer or permit any part of said property to become subject to any taxes, assessments, liens, charges or incumbrance whatsoever having precedence over the rights of the vendor in and to said property. Vendee shall be entitled to the possession of said property, immediately.

Vendor will on the execution hereof make and execute in favor of vendee good and sufficient warranty deed conveying a fee simple title to said property free and clear as of this date of all incumbrances whatsoever, except as set forth above.

which vendee assumes and will place said deed in escrow at Klamath Falls, Oregon, herby instructing said escrow holder that when and if the vendee shall have paid the balance of the purchase price and shall have in all other respects fully complied with all of the terms and conditions of this contract, said escrow holder shall deliver said instruments to vendee.

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Escrow fees shall be deducted from the first payment made hereunder. The escrow holder may deduct cost of necessary revenue stamps from final payments made hereunder, and premium for policy of title insurance insuring vendee in the penal sum of \$9,000.00.

PROVIDED, FURTHER, time shall be of the essence of this agreement and if the vendee shall fail, refuse or neglect, for a period of 30 days, to pay either or any of said installments or any of said interest, promptly as the same becomes due, or shall fail to keep and perform any of the agreements herein contained, then all of the rights of the vendee in and to said property and under this contract shall at the vendor's option, immediately and utterly cease and determine, and the property here-

described shall revert to and re-vest in the vendor without any declaration of forfeiture or act of re-entry, or without any other act by the vendor to be done or performed and without any right of the vendee of reclamation or compensation for money paid or for improvements made on said property as fully, perfectly and absolutely as if this agreement had never been made, and all money theretofore paid to the vendor under this contract shall thereupon be forfeited without process of law and shall be retained by and belong to the vendor as the accrued and reasonable rent of said property from this date to the time of such forfeiture and the liquidated damages to the vendor for the vendee's failure to complete this contract, and in such case said escrow holder is hereby instructed to deliver said deed to vendor on demand for same, without notice to vendee. In case suit or action is taken to enforce any provision of this agreement vendee agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may adjudge reasonable for vendor's attorney fees therein.

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators and assigns.

Witness the hands of the parties the day and year first herein written.

From the office of Ganong & Ganong, Attorneys at Law, First Federal Bldg., 6th & Main, Klamath Falls, Oregon.

Joseph B. Ganong
Delbert E. Case
Witness: J. E. Case

STATE OF OREGON, COUNTY OF KLAMATH
Filed for record at request of Delbert E. Case
this 20 day of April 1937 at 3:05 P.M. and
duly recorded in Vol. 67 of Deeds on Page 2792
Fee \$6.00
By DOROTHY ROGERS, County Clerk
[Signature]

Delbert E. Case
1944 Klamath Falls