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ESCROW INSTRUCTIONS from James W. Barrett and Helen L. Barrett husband and wife, as Sellers,
and James W. Rutter and M. Wanda Rutter husband and wife, as Buyers, to the

South Sixth Street Branch, The First National Bank of Portland.

DEPOSITED HERewith IN ESCROW:

Contract of Sale dated March 17th, 1964, between James W. Barrett and Helen L. Barrett, as vendors, and James W. Rutter and M. Wanda Rutter, as vendees, covering North one-half of lot 14, Block 2, SECOND ADDITION TO ALTAMONT ACRES, KLAMATH COUNTY, OREGON

Unrecorded deed in Warranty form dated March 17th, 1964 from James W. Barrett and Helen L. Barrett, husband and wife to James W. Rutter and M. Wanda Rutter, husband and wife, covering the property described in the above contract.

AMOUNT TO BE PAID TO YOU BY BUYERS AND TERMS OF PAYMENT.

Present principal balance unpaid: \$8,450.00, to be paid in installments of \$ -- 75.00 -- or more.

Installments including interest at 6 1/2 % per annum on unpaid balances. Interest begins March 25th, 1964 (plus or including)

First installment due on or before April 25th, 1964 and subsequent installments due on or before the 25th day of each month thereafter.

_____ until principal balance and interest paid in full.

DISPOSITION TO BE MADE BY YOU OF PROCEEDS OF PAYMENTS RECEIVED.

Deduct your collection charges.

Pay or deposit balance of proceeds as directed by Sellers. Pending other directions, credit first to conventional real estate loan (RER 310) in names of James W. Barrett and Helen L. Barrett, then credit balance their savings account. Loan and account are located at your South Sixth Street Branch, Klamath Falls, Oregon

From proceeds of final payment deduct sufficient amount to purchase U. S. Revenue Stamps on basis of total selling price of \$9,250.00, to be affixed to deed upon delivery.

YOUR ESCROW FEE of \$ 14.00 is paid herewith by _____

(1) You are authorized to accept any payments tendered to you to apply upon the above provided installments whether such payment constitutes all or only part of any installment and whether or not it or any installment is then in default, but if any installment shall not be paid to you before the expiration of thirty days after due date thereof you are authorized to surrender to the Sellers or either of them, upon demand of either of them, without any notice to the Buyers or either of them, all documents then in your possession, thereby terminating this escrow. The payment of any installment directly to the Sellers or the existence of any offset, counterclaim, or difference as between the parties hereto or the acceptance of previous delinquent installments shall not alter or limit the terms of these instructions.

(2) You are authorized to accept the whole or any part of the then unpaid balance on the above described contract at any time.

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(3) When you have received for the Sellers payment in full as above provided you will surrender all the above documents, other than the contract described above and any assignment thereof, to the Buyers or either of them upon demand, and you will surrender the said contract and assignment to the Sellers or either of them upon demand; but unless and until you have received payment in full as above provided or the Buyers become in default in the manner and to the extent hereinbefore provided, none of the above described documents shall be released by you to any person except upon the concurring written directions of all the parties hereto or their successors in interest.

(4) You are authorized to retain all funds coming into your hands hereunder after you shall have received notice of the death of one of the Sellers until you shall have received from the surviving Seller and the personal representative of the deceased Seller joint written instructions for the disposition of such funds, or until you shall have been otherwise satisfied of the identity of the person or persons entitled to receive such funds; and the provisions of this paragraph shall be applicable whether or not the Sellers are husband and wife and whether or not the contract deposited herewith shall create or purport to create a right of survivorship as between the Sellers.

(5) Notwithstanding anything to the contrary therein appearing, you have no duty to know or determine the performance or nonperformance of any term or condition of any contract or agreement between the parties hereto, and your duties and responsibilities are limited to those specifically stated herein. You have no responsibility for the authenticity, validity or sufficiency of any document deposited hereunder or for the accuracy of any description of any document deposited herewith, the description having been supplied by the parties hereto. Your sole duty with respect to such documents is to hold and dispose of the same as herein provided.

(6) If you shall receive notice in writing signed by the Transferors and the Transferees that either the Buyers or the Sellers have assigned or conveyed their interest in the property deposited with you or described in the instruments deposited with you, accompanied by your assignment fee of \$5.00, you shall take cognizance thereof. In such event, the Transferees shall thereupon be substituted for the Transferors for all the purposes of these instructions. You shall not be bound to recognize any conveyance or assignment unless you shall have received the above described notice in writing, and you shall be under no obligation to determine the sufficiency of any conveyance or assignment, the right of the Transferors to make the same, or whether, if consent of the other party to these instructions is required, such consent has been obtained.

(7) If a controversy shall arise between the parties hereto or with any third person, you may await the outcome of such controversy by final legal proceedings, or otherwise, as you may deem appropriate, or you may institute such interpleader or other proceeding as you may deem proper, and in any of such events you shall not be liable for interest or damages. In the event of any controversy whether or not resulting in litigation, or in the event of an action to recover your expenses or charges from either or both of the parties hereto, you shall be entitled to reasonable attorney's fees and reimbursement for your expenses.

(8) If any fire insurance or other insurance policies are deposited in this escrow, you shall have no responsibility for the sufficiency thereof, and you shall have no duty to pay or see to the payment of any premiums thereon or to renew or see to the renewal thereof or to notify any person of the expiration thereof. Your sole responsibility with respect to any such policy shall be the safekeeping thereof.

(9) In addition to the escrow fee paid or agreed upon at the inception of this escrow, the parties hereto jointly and severally agree to pay reasonable compensation for any services not specified in these instructions, and any other sums which may become due to you hereunder. In addition to any other remedies you may have, you are hereby given a lien upon all funds, documents, and other property held by you hereunder, to secure the payment of all your fees and expenses.

(10) At anytime after the expiration of one year from the time when this escrow should by its terms be concluded you may, without notice to the parties, close your records, thereby terminating your responsibilities with respect to this escrow.

(11) This agreement is binding upon the heirs, executors, administrators, successors, and assigns of all the parties hereto.

(12) As used in these instructions the words "Sellers", "Buyers", "Transferors" and "Transferees" shall include both the singular and the plural.

Dated this _____ day of March, 19 64.

X James W. Barrett
James W. Barrett

X James W. Rutter
James W. Rutter

X Helen L. Barrett
Helen L. Barrett

X M. Wanda Rutter
M. Wanda Rutter

The above Escrow Instructions received and accepted this _____ day of March, 19 64.

South Sixth Street Branch
THE FIRST NATIONAL BANK OF ~~XXXXXX~~ Oregon

BY [Signature]
Authorized Signature

The undersigned, Assignees of the Sellers or Buyers do hereby consent to and agree to be bound by the terms of the foregoing escrow instructions.

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This Agreement, made and entered into this 17th day of March, 1964, by and between JAMES W. BARNETT and HELEN L. BARNETT, husband and wife hereinafter called the vendor, and JAMES W. RUTTER and M. WANDA RUTTER, 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

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:

The North one-half of Lot 14, Block 2, SECOND ADDITION to ALTAMONT ACRES, according to the official plat thereof on file in the Records of Klamath County, Oregon.

Subject to contract and/or lien for irrigation and/or drainage, rights of way, easements and restrictions of record and those apparent on the land, this property being in the Klamath Irrigation District, and the South Suburban Sanitary District. Also subject to reservations shown in deed recorded June 9, 1933, in Deed Volume 101 at Page 149, Records of Klamath County, Oregon, and subject to balance due on Trust Deed dated October 3, 1963, Recorded October 8, 1963, in Mortgage Volume 219 at Page 541.

at and for a price of \$9250.00

payable as follows, to-wit \$800.00

at the time of the execution of this agreement, the receipt of which is hereby

acknowledged: \$ The balance of \$8450.00 payable in monthly installments of not less than \$75.00 per month inclusive of interest at the rate of 6 1/2% per annum computed monthly on the unpaid balance, the first payment due on April 25, 1964 and a like payment due on the 25th day of each month thereafter until the balance is paid in full. Interest on this contract begins on March 25, 1964.

It is mutually understood that VENDOR owes a balance on the above mentioned Trust Deed, payable at the First National Bank, 6th St. Branch, Klamath Falls, Oregon, which is included in the price and terms of this contract, and that payments due on said Trust Deed will be paid from this escrow each month, which payment already includes taxes and insurance, and that when said Bank pays taxes and/or fire insurance premiums (the loan number is RER #310) the amounts paid out for these two items will then be charged back against this contract and added to the principal hereon, and will draw interest at 6 1/2% as has been herein provided.

Vendee agrees to make said payments promptly on the dates above named to the order of the vendor at the 6th St Branch of First National Bank of Klamath Falls, Oregon; to keep said premises in as good condition as the same now are and that said premises will be kept insured in companies approved by vendor against loss or damage by fire in a sum not less than \$

with loss payable to the parties as their respective interests may appear, said policy or policies of insurance to be held in escrow with the deed hereinafter mentioned; that vendee shall pay regularly and seasonably and before the same shall become delinquent all taxes, assessments, liens, incumbrances of whatsoever nature and kind which may hereafter be lawfully imposed upon said premises including sewer payments starting with April, 1964

and agrees not to suffer or permit any part of said premises 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 premises

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

which vendee assumes and will place said deed

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together with one of these agreements in escrow at the **6th St. Branch of First National Bank** of Portland in Klamath Falls, Oregon, hereby instructing said **Bank** 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 **Bank** shall deliver said instruments to vendee

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 herein described shall revert to and re-vest in the vendor without any declaration of forfeiture or act or 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 premises, 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 premises 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 **Bank** is hereby instructed to deliver said deed, and contract, 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 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.

James W. Bennett
Helene L. Bennett
 Vendor.

James W. Rutter
M. Anna Rutter
 Vendee.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of *Mrs. James W. Rutter*
 this 23rd day of August, 1967, at 11:26 o'clock A.M., and
 duly recorded in Vol. M.67, of Deeds on Page 6567.

DOROTHY ROGERS, County Clerk

Fee \$ 6.00

By *[Signature]*

*Return to
 James W. Rutter,
 3928 Riverside Dr.,
 Astoria*

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Post-note to Bank with 431.92
13.42 = 2 mo
18.36 (Fees at Bank)
5549