

5878

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W. JACK SPRINKEL ESCROW INSTRUCTIONS TO SENTRY GUARANTEE & ESCROW, INC. ALPCCO, INC., also known as
 FROM AS SELLERS, AND AS BUYERS
 Documents and/or property deposited with you in escrow by the Sellers;
 \$6,000.00

Documents and/or property deposited with you in escrow by the Buyers:

(STATUTORY WARRANTY DEED - CORPORATE FORM)

TRUST DEED AND PROMISSORY NOTE - \$600000 plus charge of \$600.00 DUE WITHIN
 30 DAYS FROM DATE OF NOTE

I. When you have received the payment or document described in Paragraph II, you will disburse the funds in your possession hereunder and the documents deposited hereunder in the manner provided in Paragraph III.

II. Description of payment or document to be received by you:

PARCEL 1:

The unnumbered lot between Lot 1 and California Avenue, and also Lots 1, 2, 3, 4, 5, 6 and that portion of Lots 7 and 8 not conveyed to the State Highway Commission in Block 79.

An undivided one-half interest in and to that portion of Block 119 of Buena Vista Addition to the City of Klamath Falls, Oregon, described as follows: Beginning at a point on the Southeasterly line of Lot 2, Block 119 which is Southwesterly a distance of 270.00 feet from the Northeast corner of said Block 119; thence Southwesterly to the Southeasterly corner of Lot 2; thence Northwesterly along the Southwesterly line of said Block 137.17 feet to the Southwest corner of Lot 1; thence Northeasterly along the Northwesterly line of said Block a distance of 145.16 feet, more or less, to a point on the Northwesterly line of Lot 4; (said point also being Southwesterly 155.0 feet from the most Northerly corner of said Block 119); thence Southeasterly in a straight line, a distance of 210.00 feet, more or less, to the point of beginning.

Lots 1, 2, 3, 4, 5 and 6 in Block 120.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and that portion of Lots 10, 11 and 12 not conveyed to the State Highway Commission, and all of Lots 13 and 14 in Block 121.

All of Blocks 122 and 123.

An undivided one-half interest in and to Block 124

Lot 6 in Block 128

All of Blocks 134 and 136

PARCEL 2:

All of Block 133, 136, 137, 138 and 139

All of said above described property situate in Buena Vista Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

The above Escrow Instructions received and accepted this 6 day of Oct., 75.

Return:
 Sentry Escrow-P.O. Box 1849
 Vancouver, WA 98660

SENTRY GUARANTEE & ESCROW, INC.

Joanne Wilcox
 Authorized Signature

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of KLAMATH COUNTY TITLE CO

this 8th day of OCTOBER A.D., 1975 at 12:46 o'clock P.M., and duly recorded in

Vol. M 75 of MISCELLANEOUS on Page 12441

FEE \$ 6.00

WM. D. MILNE, County Clerk

By *Hazel Krazie* Deputy

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XII. Special instructions for disposition of funds or documents to which parties hereto may become entitled by the terms hereof:

a/k/a ALPCO, INC.

WARRANTY DEED FROM ABPCO, INC./TO BE HELD IN ESCROW UNTIL THE DUE DATE OF THE PROMISSORY NOTE FROM ALPCO TO SPRINKEL. IF SAID NOTE IS NOT PAID BY DUE DATE, DEED IS TO BE RELEASED TO SELLER, IF PAID IN FULL, DEED TO BE GIVEN BACK TO ALPCO, INC.

SELLER INSTRUCTS THAT SAID ESCROW INSTRUCTIONS ARE TO BE RECORDED TO SHOW SELLER RIGHT AND INTENT.

IV. In the event that the above described payment or document shall not be received by you on or before 10/6/75, you will therefore hold all funds and documents deposited hereunder subject to the order of the respective depositors thereof.

V. If you are to receive a deed, mortgage, contract, or other document, you may require the written approval of such document by either party to this escrow before making any disbursement or distribution hereunder.

VI. Notwithstanding anything to the contrary, therein appearing you have no duty to know or determine the performance or non-performance 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.

VII. You have no responsibility for the authenticity or validity of any document deposited hereunder. Your sole duty with respect to such documents is to hold and dispose of the same as herein provided.

VIII. If you shall receive any instrument of conveyance of the interest of Buyers or Sellers in the property deposited with you or described in the instruments deposited with you, accompanied by your assignment fee of \$, you shall hold the same subject to these instructions or as you may otherwise be directed by the Transferors and the Transferees. If you receive notice in writing signed by the Transferors that such conveyance has been made, accompanied by your said assignment fee, you shall take notice thereof. In either such event, the Transferees shall thereupon be substituted for the Transferors for all the purposes of these instructions. You shall be under no obligation to determine the sufficiency of any conveyance, 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.

IX. 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 proceedings 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.

X. 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.

XI. At any time 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.

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

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

Dated this 6 day of Oct., 1975.

W. Jack Sprinkel

a/k/a ALPCO, INC.

Alpcos Inc. by 1
L. L. Haid Sec.

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