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MTC 9960 Vol. 181 Page 6818  
SUPPLEMENTAL ESCROW INSTRUCTIONS AND ASSIGNMENT

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3 THIS AGREEMENT is made and entered into as of the 10th day  
4 of April, 1981, between THEODORE T. ANDERSON and LESTER B. JONES,  
5 co-partners dba A & J PROPERTIES (A & J) as Assignor, and ROBERT  
6 L. KEELER and DORIS L. KEELER, husband and wife, (Keeler) as Assignee.

7 Assignor and Assignee include singular, plural, masculine,  
8 feminine and neuter, as the case may require.

9 RECITALS:

10 A. Assignor owns all rights to receive the proceeds owing on  
11 Fund I of that certain Supplemental Escrow Instructions and Contract  
12 for Assignment dated May 12, 1980, between Theodore T. Anderson and  
13 Lester B. Jones, co-partners dba A & J Properties, as Assignor and  
14 James R. Lancaster and Janice M. Lancaster, husband and wife, as  
15 Assignee, the subject matter of which is real property in Lake County,  
16 Oregon, described in Exhibit "A" attached hereto and made a part  
17 hereof as if fully written herein. The same shall be called "Contract  
18 One."

19 Contract One was modified by Contract Modification Agreement  
20 dated January 5, 1981, between the parties to Contract One.

21 B. Contract One as modified is the subject of Escrow No.  
22 028-1-05392-6 at U. S. National Bank of Oregon, Roseburg, Oregon  
23 Branch. Balance owing under Contract One is the principal sum of  
24 \$50,100.00 with interest accruing at twelve percent (12%) per annum  
25 on all deferred balances thereof from March 6, 1981. Said prin-  
26 cipal and interest are payable in monthly installments of at least  
27 \$501.00 each, which includes interest, to be paid by the 15th day  
28 of each month, and the April 15, 1981, payment is now due, and shall be  
29 the property of the Assignor.

30 C. Assignor is selling and Assignee buying an undivided  
31 three-fourths interest in the proceeds due Assignor under Contract  
32 One in accordance with the terms and provisions hereof.

IT IS AGREED between said parties as follows:

1. In consideration of all matters herein set out, Assignor  
warrants and covenants that all matters set out in the foregoing  
recital paragraphs are correct and Assignor assigns, conveys, trans-  
fers and sets over unto Assignee an undivided three-fourths interest  
in Contract One and the right to receive three-fourths of the payments  
due under Contract One as received.

2. Assignee now pays Assignor a consideration of \$33,168.00.

3. Copy of this instrument is given to said escrow agent  
together with the following instructions and instrument, to-wit:

Deed covering the property covered by Contract One  
from Assignee as grantor to said Buyer as grantee  
which the escrow agent is instructed to accept and  
hold together with the deed heretofore delivered to  
it in connection with the said escrow.

4. The escrow agent is instructed to hereafter accept the  
payments from the Buyer and disburse, less its escrow collection

charges as the Assignee may advise in writing from time to time.  
 Until and unless otherwise advised disburse the same by:  
 cashier's check to Roseburg Mortgage & Investment Co. for the account of  
 KEELER, 1623 NW Estelle, Roseburg, OR 97470

In the event of the death of either Assignee, it is to  
 make payment to the order of the survivor.

5. This assignment has been prepared by the law firm of LUOMA,  
 KELLEY, WOLKE & MAYS representing Assignor. The Assignee understands  
 that should it desire any legal representation in this matter it must  
 contact separate attorneys.

6. Assignee guarantees that the payments owing from said  
 Lancaster will be received by Assignee and if any such payment is  
 not received, Assignee shall have the right to make written demand  
 on Assignor for payment of the same which shall be paid by Assignor  
 within thirty (30) days of such written demand. In the event of  
 payment, Assignor shall be subrogated to and shall receive the  
 rights of Assignee to receive from Lancaster all proceeds of pay-  
 ments thereafter received from Lancaster for which Assignees have  
 already been paid by Assignor.

7. As and for collateral security of the monies owing from  
 James and Janice Lancaster to Assignors, Assignors have received  
 an Assignment for Collateral Security of Buyer's Interest in Sales  
 Contract dated May 15, 1980, and recorded in Volume M80, Page 10454,  
 Records of Klamath County, Oregon, Recorder's No. 85289. The same  
 shall be Contract Two. Parties hereto agree that in the event  
 Assignor shall be in default under the terms of its guarantee  
 agreement set forth in Paragraph 6 above, then in that event and  
 in the further event that 30 days shall elapse after written notice  
 of such default, Assignees shall be entitled to receive all of  
 Assignor's rights as secured party under Contract Two, and may en-  
 force the same by suit in equity for strict foreclosure of Assignor's  
 interest in Contract Two. Attached hereto and marked Exhibit B is  
 the description of the real property covered by Contract Two.

IN WITNESS WHEREOF said parties have executed this instrument  
 as of the date first above written.

A & J PROPERTIES

By Theodore T. Anderson  
 Theodore T. Anderson

Robert L. Keeler  
 Robert L. Keeler

By Lester B. Jones  
 Lester B. Jones

Doris L. Keeler  
 Doris L. Keeler

ASSIGNOR

ASSIGNEE

STATE OF OREGON )  
 ) ss.  
 County of Douglas )

April 13, 1981

Personally appeared the above named Theodore T. Anderson and  
 Lester B. Jones, co-partners dba A & J Properties, and acknowledged the  
 foregoing instrument to be their voluntary act and deed

Before me:

Kari Anne Linn  
 Notary Public for Oregon  
 My Commission Expires: 9-8-81

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1 STATE OF OREGON )  
2 County of Douglas ) ss.

April 13, 1981

3 Personally appeared the above named Robert L. Keeler and  
4 Doris L. Keeler, husband and wife, and acknowledged the foregoing  
instrument to be their voluntary act and deed.

5 Before me:

*Mari Anne Lewis*  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

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EXHIBIT "A"

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PARCEL NO. 1:

Township 27 South, Range 16 East of the Willamette Meridian, Section 32: E1/2SW1/4, SE1/4, County of Lake, State of Oregon.

Township 28 South, Range 16 East of the Willamette Meridian, Section 5: Government Lots 1, 2 and 3, S1/2NE1/4, N1/2SE1/4, SW1/4SE1/4, County of Lake, State of Oregon.

PARCEL NO. 2:

Township 28 South, Range 16 East of the Willamette Meridian, Section 5: SE1/4NW1/4, SW1/4, County of Lake, State of Oregon.

SUBJECT TO:

- (1) Location of power and telephone lines and public roads as the same may now exist.
- (2) Interest of United States of America, in and to all of the oil, gas, sodium and potash in, on or under the SE1/4NW1/4 and SW1/4 of Section 5, Twp. 28 S., R. 16 E., W. M., reserved under special patent reservations contained in the instrument recorded in Book 136 at Page 381 of the Record of Deeds.
- (3) Interest of United States of America, in and to all of the oil and gas on, in or under the E1/2SW1/4 and S1/2SE1/4 of Section 32, Twp. 27 S., R. 16 E. W. M., reserved under special patent reservations contained in that certain instrument, including the terms and provisions thereof, recorded in Book 124 at Page 373 of the Record of Deeds.
- (4) Rights of way for roads and highways over and across, and all of the coal, oil, gas and minerals on, in or under the S1/2SE1/4 of Section 32, Twp. 27 S., R. 16 E. W.M., and Gov't Lots 1, 2, S1/2NE1/4, N1/2SE1/4 and SW1/4SE1/4 of Section 5, Twp. 28 S., R. 16 E., W. M., reserved by Lake County, Oregon, a municipal corporation, under those certain deeds, including the terms and provisions thereof, recorded in Book 97 at Page 8 and Book 100 at Page 453 of the Record of Deeds.
- (5) Rights of way for roads and highways over and across the N1/2SE1/4 of Section 32, Twp. 27 S, R. 16 E., W. M., reserved by Lake County, Oregon, a municipal corporation, under that certain deed, including the terms and provisions thereof, recorded in Book 120 at Page 121, of the Record of Deeds.
- (6) An outstanding interest in May R. O'Keeffe, for one-half of the minerals on, in or under the S1/2NE1/4 of Section 5, Twp. 28 S., R. 16 E., W. M., reserved under that certain deed, including the terms and provisions thereof, recorded in Book 119 at Page 395 of the Record of Deeds.
- (7) The premises herein have been specially assessed for farm use. If the land becomes disqualified for this special assessment under the statutes, an additional tax, plus interest and penalty, will

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be levied for the number of years in which this special assessment was in effect for the land. Any such additional tax shall be the sole responsibility of Assignees (Grantees).

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PARCEL I

Section 7,  $W\frac{1}{2}NW\frac{1}{2}$  of Lot 1, Township 29 South, Range 8, East of the Willamette Meridian, Klamath County, Oregon.

PARCEL II

That parcel of land enclosed by a line starting at point 174.98 feet East from the Northwest corner of Section 7, Township 29 South, Range 8 East of the Willamette Meridian, Oregon, thence Easterly along the North boundary of said Section 7 for a distance of 382.6 feet, thence Southerly parallel to the West boundary of said Section 7 for a distance of 382.6 feet; thence Westerly along a line parallel to the Northern boundary of said Section 7 for a distance of 382.6 feet; thence Northerly parallel to the West boundary of said Section 7 for a distance of 382.6 feet to the Point of Beginning.

EXCEPTING THEREFROM that portion of Parcel No. I and Parcel No. II the portion of land more particularly described as follows: A tract of land located in Section 7, Township 29 South, Range 8 East of the Willamette Meridian; Beginning at the intersection of the North boundary line of the Klamath Indian Reservation and the Easterly line of the Dalles-California Highway; thence Southeasterly along the Easterly line of said Highway 50 feet; thence Northeasterly parallel with the North line of said Klamath Indian Reservation 200 feet; thence Northwesterly parallel with the Easterly line of said Highway 50 feet to the North line of the Klamath Indian Reservation; thence Southwesterly along the said North line 200 feet to the True Point of Beginning.

## SUBJECT TO:

- (1) Rights of the public in and to any portion of the herein described premises lying within the limits of streets, roads or highways.
- (2) Reservations, restrictions and easements contained in Deed recorded June 9, 1958, in Volume 300, Page 41 and recorded November 14, 1961, in Volume 333, Page 637, Deed Records of Klamath County, Oregon.

"subject to any existing easements for public roads and highways, for public utilities, and for railroads and pipe lines and for any other easements or rights of way of record."

- (3) Right of way for telephone line easement to Beaver State Telephone Company, including the terms and provisions thereof, recorded June 17, 1971, in Volume M71, Page 6259, Microfilm Records of Klamath County, Oregon, for:

"full and free right, liberty and authority to enter and re-enter upon and to construct, reconstruct, repair, operate and maintain its telephone line or system, including the necessary poles, wires, guys and fixtures, upon or under the lands." (Affects Parcel 1)

- (4) Agreement, including the terms and provisions thereof, a Memorandum of which was recorded January 17, 1977, in Volume M77, Page 833, Microfilm Records of Klamath County, Oregon. Vendor: William E. Ingalls and Janet S. Ingalls, husband and wife. Vendee: James R. Lancaster and Janice M. Lancaster, husband and wife.

After Recording Return to :  
Advance Escrow Services, Inc.  
1157-5 N.E. Stephens  
Roseburg, Oregon 97470

State of OREGON: COUNTY OF KLAMATH: ss.

I hereby certify that the within instrument was received and filed for record on the

16th day of April A.D., 1981 at 8:32 o'clock A.M., and duly recorded in

Vol M81 of Deeds on page 6818.

EVELYN BIEHN  
COUNTY CLERK

Fee \$ 21.00

By *Debra A. Jansz* deputy