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MTC 15716

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AGREEMENT FOR APPOINTMENT OF INTERIM LOAN SERVICING TRUSTEE

This agreement made and entered into this 5th day of November, 1985, by and between Mortgage Bancorporation, an Oregon corporation, Dan R. Dinges, Trustee for Mortgage Bancorporation, and Key Title Company, an Oregon corporation;

RECITALS

WHEREAS, Mortgage Bancorporation participates in the ownership of real property security documents and acts as a trustee for all participants' (including itself) interests in such documents; and

WHEREAS, Mortgage Bancorporation has transferred its ownership interests to Dan R. Dinges pursuant to a Trust Agreement dated March 1, 1983; and

WHEREAS, among its trust obligations imposed upon it by the terms and provisions of the said loan participation agreements, Mortgage Bancorporation agreed to service, by collection and disbursal, those sums received pursuant to the terms and provisions of the security documents, among the participants according to their undivided ownership interests in the various loans; and

WHEREAS, Mortgage Bancorporation is presently desirous of divesting itself of the obligations imposed upon it by the several loan participation agreements in effect as of the date of this agreement; and

WHEREAS, Key Title Company is willing to act as an interim loan servicing trustee until such time as a successor trustee is appointed by the loan participants;

NOW THEREFORE, it is hereby agreed as follows:

Mortgage Bancorporation hereby appoints, and Key Title Company accepts the appointment as, interim loan servicing trustee for those loan participation agreements currently in effect and listed in the attached Exhibit "A" by date, book/reel and page recording information and loan identification number. The duties imposed upon Key Title Company as interim loan servicing trustee shall be limited to Key's performance of those escrow collection functions typically performed by Key with regard to the servicing of contract collections generally and, in this regard, and notwithstanding any provision in the loan participation agreements to the contrary, Key expressly disclaims liability for any and all of those obligations imposed upon Mortgage Bancorporation by virtue of the individual loan participation agreements which are either inconsistent with, or extend beyond the limits of, Key's preprinted escrow collection service contracts and instructions, a copy of which is attached hereto as Exhibit "B".

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This interim loan servicing trusteeship shall terminate automatically upon the appointment of a successor trustee and Key may resign as interim trustee at any time without liability and without the obligation to appoint an interim successor trustee.

Dan R. Dinges, Trustee, by executing this agreement, consents to the appointment of Key Title Company as an interim loan servicing trustee for loans in which Dan R. Dinges, Trustee, has an ownership interest.

In consideration for the services to be provided by it as interim loan servicing trustee, Key shall be compensated pursuant to the formula as set forth generally in the Mortgage Bancorporation Loan Participation Agreements.

DATED this 5th day of November, 1985.

MORTGAGE BANCORPORATION

by EH Miller
its President

DAN R. DINGES, TRUSTEE FOR
MORTGAGE BANCORPORATION

Dan R. Dinges

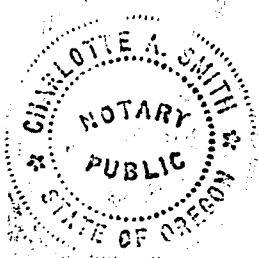
KEY TITLE COMPANY

by [Signature]
its President

STATE OF OREGON)
) ss.
County of Marion)

On this 5th day of November, 1985, personally appeared Ernest H. Miller, who being first duly sworn, stated that he is the President of Mortgage Bancorporation and that this instrument was voluntarily signed and sealed on behalf of the corporation by authority of its Board of Directors.

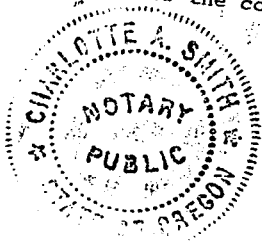
Charlotte A. Smith
Notary Public for Oregon
My Commission Expires: 2-14-89



STATE OF OREGON)
) ss.
County of Marion)

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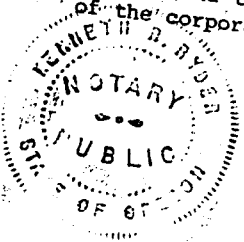
On this 5th day of November, 1985, personally appeared Dan R. Dinges, who, being first duly sworn, stated that he is the Trustee, Mortgage Bancorporation, and that this instrument was voluntarily signed and sealed on behalf of the corporation by authority of its Board of Directors.



Charlotte A. Smith
Notary Public for Oregon
My Commission Expires: 2-14-89

STATE OF OREGON)
) ss.
County of Marion)

On this 5 day of November, 1985, personally appeared Kenneth A. Holmes, who being first duly sworn, stated that he is the President of Key Title Company and that this instrument was voluntarily signed and sealed on behalf of the corporation by authority of its Board of Directors.



Kenneth A. Holmes
Notary Public for Oregon
My Commission Expires: 4-14-88

November 5, 1985

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The Loans subject to loan participation agreements to be affected by this appointment of Interim Loan Servicing Trustee are described as follows:

<u>LOAN NUMBER</u>	<u>BORROWER</u>	<u>COUNTY</u>	<u>RECORDING DATE</u>	<u>BOOK(REEL) PAGE FEE</u>
33-12046	Webb	Marion	5/29/81	250/1956
33-12352	Smith & Sleeth	Multnomah	11/4/80	1481/1569
33-12844	Slack	Yamhill	12/27/78	147/598
33-12877	Nansen Sumit	Multnomah	1/24/83	1641/1428
33-12886	Swope	Deschutes	3/15/83	7/602
33-12887	Richmond	Lane	3/11/83	1235R
33-12897	Whitney	Yamhill	5/22/80	150/2047
33-12913	Dorsey	Lane	5/18/83	1245 R
33-12922	Paul	Marion	4/15/83	308/119
33-12937	Comstock	Deschutes	5/5/83	12/932
33-12958	Green	Marion	8/22/80	223/428
33-12972	Binger	Washington	7/25/83	83026492
33-12973	Reynolds	Marion	1/24/78	110/1744
33-12974	Shaffer	Deschutes	9/17/83	25/997
33-12981	Schmunk	Multnomah	6/28/83	1674/495
33-12982	Schmunk	Multnomah	7/21/83	1679/344
33-12992	McKean	Clackamas	8/8/83	83-25233
33-13002	Moe	Marion	9/11/83	321/584
33-13009	McDonald	Klamath	9/14/83	M-83/15884
33-13010	Opplinger	Polk	8/25/83	173/218
33-13057	Hueth	Benton	4/27/81	M-22734-81
33-13063	Commons	Linn	10/27/83	MF 346/119
33-13090	Tracy	Deschutes	12/14/83	36/763

49-10101 Series

8280	Coop	Deschutes	3/28/78	241/458
8294	Baker	Deschutes	6/21/78	247/562
8313	Valentine	Deschutes	5/25/78	245/546
8314	Ross	Deschutes	6/26/78	247/866
8331	Venable	Deschutes	5/26/78	245/616
8332	Barnes	Deschutes	4/27/78	243/520
8333	Schaber	Deschutes	4/27/78	243/518
8334	Schaber	Deschutes	9/11/78	252/941
8335	Collins	Deschutes	6/26/78	247/868
8336	Collins	Deschutes	6/26/78	247/870
8338	Olson	Deschutes	6/15/78	247/54
8340	Chambers	Deschutes	6/15/78	247/40
8350	Greiner	Deschutes	6/21/78	247/558
8351	Thomas	Deschutes	5/8/78	244/217
8357	Wagner	Deschutes	5/31/78	245/815
8358	Buren	Deschutes	6/1/78	245/975
8362	Prime	Deschutes	7/13/78	249/5
8363	Weise	Deschutes	6/2/78	246/190
8369	Stepenek	Deschutes	7/20/78	249/470
8374	Ortiz	Deschutes	6/19/78	248/134
8576	Bates	Deschutes	4/13/78	242/606
8380	Iverson	Deschutes	6/19/78	247/305
8381	Iverson	Deschutes	6/26/78	247/842
8382	Reynolds	Deschutes	4/20/78	243/25
8975	Brelje	Deschutes	6/1/78	245/951
8976	Russell	Deschutes	5/31/78	245/823
8979	Pagh	Deschutes	6/26/78	247/872
8980	Montgomery	Deschutes	6/1/78	245/969
8986	Sanders	Deschutes	5/8/78	244/219
8987	Sanders	Deschutes	4/26/78	243/432
8988	Emry	Deschutes	5/23/78	245/367
8992	Goddard	Deschutes	5/9/78	244/336
8994	Miller	Deschutes	4/27/78	243/536
8995	Elliott	Deschutes	6/2/78	246/206
8998	Miller	Deschutes	4/27/78	243/534
9001	Stewart	Deschutes	5/9/78	224/358
9012	Crane	Deschutes	6/16/78	247/150
9013	Free	Deschutes	6/1/78	245/990
9014	Croy	Deschutes	4/27/78	243/508
9018	Darnall	Deschutes	5/9/78	244/334
9019	Crane	Deschutes	6/2/78	246/172
9021	Davies	Deschutes	6/16/78	247/150

EXHIBIT "B"

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THE FOREGOING MONIES SHALL BE ACCEPTED BY AND SERVICES PERFORMED BY KEY SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- 1 A charge of \$20.00 shall be imposed by Key for any payment check dishonored for any reason as well as any other fees or costs due Key, and shall be deducted from the next payment received. Payor agrees to immediately reimburse Key with good funds for any dishonored check plus the \$20.00 if payor fails to so reimburse Key. Payee agrees to pay Key the amount of the dishonored check. In any case, the Payee's contract shall be increased by the amount of the dishonored check until paid. As to any check over \$1,000.00 unless received as "Bank Certified" funds, disbursements will not be made until the check clears.
- 2 Upon notice in writing signed by the payor or payee that one or both interests have been transferred and its transfer fee of \$50.00 received, Key shall change its records as directed or required. Thereafter, such assignee shall be bound by all the terms of this agreement, although Key may require the assignee to subscribe to a copy of this agreement.
- 3 Key has no duty to send any delinquency or any other notice or perform other collection or escrow duties unless separately agreed with the undersigned as stated above.
- 4 Key may accept all or any portion of any sum payable to it at any time, even though such funds are insufficient to pay underlying encumbrances.
- 5 Key may terminate this agreement and release the documents to whom directed upon written notice of the undersigned or upon written demand of the Payee in the event any one payment is 45 days or more past due. This agreement may be terminated by Key on 30 days notice sent to the last known address of the undersigned by Key, with all documents to be returned as Key deems appropriate and without further liability to any party. When the Unpaid Balance of the collection has been paid in full in accordance with its records, Key shall surrender the documents in its possession to the parties as directed herein or appropriate.
- 6 Key assumes no responsibility for procurement, execution or delivery of any documents of any kind to which the parties may be entitled upon completion of payments or otherwise, unless deposited now or later instructed in writing.
- 7 If taxes or insurance premiums should be added to the Unpaid Balance or any collection, Key shall not add such sums until satisfactory written evidence of the payment of such taxes or insurance premiums by the Payee has been presented to it. If a reserve account has been established with Key for the payment of taxes and/or insurance, Key shall not be responsible for paying the taxes and/or insurance until it receives the tax statement or premium billing.
- 8 Key has no duty to enforce compliance with any provision of the documents deposited with it, nor the sufficiency or validity thereof, or the requirements of any notice or consent. Key has no duty or obligation to advise the parties as to their rights or proper handling of their interests as disclosed in such documents, nor to give any notice regarding changes in ownership, unpaid taxes or insurance, delinquent payments or changes in the conditions of any property. Key's obligation shall be to only hold such documents and collect and properly dispose of the monies deposited with it.
- 9 If Key is involved in any controversy among the parties or beneficiaries hereto of the documents deposited with it, Key may interplead the parties in Court, defend or take any other action deemed appropriate by it and in such event the undersigned promise and agree to pay Key's reasonable costs and attorney's fees incurred by it in any Court.
- 10 In addition to the escrow collection fees paid and initially agreed upon, which are subject to change annually without prior notice, 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, including Key's reasonable attorney's fees related hereto. In addition to any other remedies Key may have, it is hereby given a lien upon all funds, documents, and other property held by it hereunder, to secure the payment of all its fees and costs, including attorney's fees.
- 11 Key shall apply each net payment tendered first to the payment of reserves, then to interest calculated on the actual number of days elapsed, with the remainder to be credited to principal, as of date payment is received in its Salem office.
- 12 It is understood by the parties signing these escrow collection instructions that such instructions constitute the whole agreement between Key as their escrow collection agent and themselves as principals to this escrow transaction. These instructions may not include all the terms of the agreement which is the subject of this escrow collection. NOTICE: Read these instructions carefully and do not sign them unless they are acceptable to you.
- 13 Key may deposit checks received in a common interest bearing trust account at variable market rates. Any interest earned on such deposits shall be retained by Key as additional earned fees. Except as stated in "1" above, Key's disbursement check shall be deposited in the U.S. mails within 24 hours of receipt of payor's check in its Salem Escrow Collection Office.

DATED AND EXECUTED:

PAYEE:

PAYOR:

Return to:
Crothers, Crandall & Evans P.C.
750 Front St. N.E. Suite #200
Salem, OR 97301-1027

The foregoing is hereby accepted:

KEY ESCROW COMPANY

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____
of February A.D., 19 86 at 3:36 o'clock P.M., and duly recorded in Vol. 28th
of _____ on Page 3434

FEE \$21.00

Evelyn Biehn, County Clerk

By _____