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AMENDMENT
MOUNTAIN TITLE COMPANY
COLLECTION INSTRUCTIONS

Vol. 1186 Page 6755

To: Mountain Title Company; 407 Main St.; P.O. Box 5017; Klamath Falls, Oregon 97601

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 set forth, to which the undersigned hereby agree:

TRUST DEED
C.C.G.
bca

THE FOLLOWING STATEMENT CONSTITUTES AN AMENDMENT TO THE ORIGINAL CONTRACT, DATED OCTOBER 16, 1985, BETWEEN THE SELLERS, C.C. GREWELL (JACK) AND ESTER GREWELL, AND THE BUYER, SHARON LEE LEE.

ON THIS DATE, APRIL 10, 1986, THE BUYER, SHARON LEE LEE, PROMISES TO PAY THE SELLERS, C.C. GREWELL (JACK) AND ESTER GREWELL, A TOTAL SUM OF \$119,127.40. (ONE HUNDRED NINETEEN THOUSAND, ONE HUNDRED TWENTY SEVEN DOLLARS AND FOURTY CENTS) WITH A TOTAL INTEREST RATE OF 10.25%, \$12,210.56 (TWELVE THOUSAND, TWO HUNDRED TEN DOLLARS AND FIFTY SIX CENTS) THE TOTAL PRINCIPAL AND INTEREST TO BE PAID IN 176 EQUAL MONTHLY PAYMENTS OF \$746.24 (SEVEN HUNDRED FOURTY SIX DOLLARS AND TWENTY FOUR CENTS), BEGINNING MAY 1, 1986 AND ENDING DECEMBER 1, 2001.

THIS NOTE IS SECURED BY A TRUST DEED OF EVEN DATE.

APRIL 10, 1986

PAYOR: SHARON LEE LEE *Sharon Lee Lee*

PAYEE: C.C. GREWELL *C.C. Grewell*
ESTER GREWELL *Ester Grewell*

'86 APR 21 AM 11:34

You are authorized and empowered to accept any payments tendered to you to apply upon this contract, whether such payment constitutes all or only a portion of any installments and whether or not it or any installments or the performance of any other obligation of the purchasers is at that time in default, as long as the instruments remain in your possession. It is understood, however, that at any time after the expiration of thirty days from the maturity of any installment the amount of which shall not have been paid to you (Whether or not it is paid direct to the seller or whether or not any offsets, counterclaims or defenses shall exist between the sellers and the purchasers, or whether or not delinquent installments more than thirty days old shall have previously been received, shall not affect your rights or obligations hereunder), you are authorized to surrender to the seller or either of them upon demand all documents then in your possession except said contract which you will retain for your record, thereby terminating this escrow.

You are instructed with reference to net collections made by you to apply the same as may be directed by the sellers; pending further instructions you shall remit less collection charges to:

In the event of the death of either of the sellers, payment shall be made to the order of the survivor.

Your ~~commission~~ fee of \$ 50.00 is paid herewith:
AMENDMENT

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This agreement is binding upon the heirs, executors, 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 forgeries, 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 await the settlement of any such controversy by final appropriate 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 hereof, 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 reimbursed 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 hereunder provided. Unless it is so completed, or some proper arrangements for the extension thereof, including the payment of reasonable fees for the additional service rendered, 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.

Dated this 10TH day of APRIL 19 86

Address

Payor: Sharon Lee Lee

Payor:

Payee:

Address

Payee: C. C. Grewell

Social Security No. X

The above Escrow instructions received and accepted this:

21 day of April 19 86

Under the Following Condition:

MOUNTAIN TITLE COMPANY

By Mary Kewell

Submitted by:

Return to: MTC

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of April the 21st day of April, A.D., 19 86 at 11:34 o'clock A M., and duly recorded in Vol. M86 of Misc. on Page 6755

FEE \$9.00

By Evelyn Biehn

County Clerk