



COLLECTION ESCROW INSTRUCTIONS AND ESCROW DEPOSITORY

TO: CTC Escrow Co., Inc., dba Cascade Escrow 811 Willamette Street P. O. Box 1476 Eugene, Oregon 97440 (541) 685-1298 (hereinafter "Cascade" and/or "You")

ORIGINATING OFFICE: CLOSING ESCROW NO: DATE:

RE: Your Collection Escrow File No:

FROM THE UNDERSIGNED (ALL JOINTLY AND SEVERALLY)

Table with 3 columns: PAYORS, TELEPHONE NO, TAX ID. NO. and 4 rows of payor information.

AND THE UNDERSIGNED (ALL JOINTLY AND SEVERALLY)

Table with 3 columns: PAYEES, TELEPHONE NO, TAX ID. NO. and 4 rows of payee information.

NOTE: The parties social security or tax identification number are required to be provided in order to facilitate required reporting to the United States Department of Treasury both interest paid and received by the principals to this collection escrow. You are authorized to provide said information.

Cascade is authorized to charge all fees as set forth hereinafter which are to be paid by the parties hereto as indicated:

Table with 2 columns: PAYOR, PAYEE and 2 rows of fee information (Set-up fee, Installment fee).

A close out fee in the amount of \$100.00 will be paid by () Payor () Payee () Split (if none indicated then by Payor) at the time of final payment or when this file is otherwise closed out. Documents deposited herewith will not be released until fee is paid.

- with the payoff letter, sending the balance of the funds, if any, to the Payee. You may add to each payoff your fee of \$100.00, and pay the same to you, for securing said payoff letter and remitting said sum.
- (3) Upon written notice signed by a party hereto that such party's interest has been transferred and upon payment of your transfer fee of \$100.00, you shall change your records as directed. The heirs, executors, administrators, successors and assigns of the parties shall be bound by these instructions and you may require them to sign these instructions or any other documents you deem necessary.
 - (4) You have no duty to send a delinquency or any other notice to any party, and you have no duty to perform any other duties, unless you specifically agree to do so in writing. Specifically, but not by way of limitation, you have no duty to know or determine the performance or nonperformance of any obligation by any party and you have no responsibility for the authenticity, validity, sufficiency, or accuracy of any document deposited with you.
 - (5) All payments received shall be first applied to your fees, then to the reserve account, if any, then to accrued interest on the number of elapsed days and then to principal. Any prepayment shall be applied as set forth in the preceding sentence, unless the undersigneds and you otherwise agree in writing. Unless otherwise provided herein, you may accept whole or partial prepayments at any time.
 - (6) You may process any payments tendered to you whether it is all or any part of an installment, even if insufficient to pay underlying obligations, and whether or not a delinquency exists or is created, unless you receive written instructions prior to the receipt of the payment from the Payee to close the escrow due to default.
 - (7) You have no responsibility for procurement, execution, or delivery of any documents upon completion of payments or otherwise, unless duly deposited with you with written instructions signed by the undersigneds.
 - (8) You have no duty to enforce compliance of the documents deposited with you and you have no duty to advise the parties as to their rights or proper handling of their interests under such documents. You are a neutral depository whose sole function is to follow the written instructions. Your only obligations shall be to hold the documents and collect and disburse moneys deposited with you as directed in these instructions or such other written instructions signed by the undersigneds, which are accepted by you in writing.
 - (9) If you are involved in any controversy regarding this escrow, 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 such events you shall not be liable for interest or damages. The undersigneds, jointly and severally, shall pay your reasonable costs and attorney's fees incurred in connection with any interpleader you institute or any appeal thereof.
 - (10) You may terminate this escrow and release the documents to whom directed upon written notice of the undersigneds, or upon written demand of the Payee, or either of them, in the event any payment is 45 days or more past due. The payment of any installment directly to the Payee 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. When you have received for the Payee payment in full as provided herein, you will surrender the documents deposited with you, other than any land sale contract or assignment thereof, to the Payors or either of them upon demand, and you will surrender any land sale contract or assignment thereof to the Payees or either of them upon demand; but until you have received payment in full or Payor becomes in default in the manner and to the extent provided herein, none of such documents shall be released by you to any person except as provided herein, upon court order, or upon the written directions of the undersigneds or their successors in interest. You have the right to sell and assign this escrow account to another escrow company or to close this escrow account if you cease actively conducting the collection escrow business, in which event you shall give written notice thereof to the undersigneds and upon the giving of written notice you shall be released from all obligations thereafter accruing except for the proper delivery of documents deposited with you, thereby terminating this escrow.
 - (11) These instructions constitute the entire agreement between you and the undersigneds. In the event of any conflict between the terms and provisions of these instructions and the documents deposited herewith, the terms and provisions of these instructions will be the exclusive and controlling authority for your duties and obligations.
 - (12) In addition to the fees paid and initially agreed upon, the undersigneds jointly and severally agree to pay reasonable compensation to you for any services not specified in these instructions and any other sums which may become due, and agree that you may modify your fees from time to time according to your published rates. 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 to secure payment to you of all of your fees and costs, including attorney's fees as specifically provided herein.
 - (13) At any time after the expiration of one year from the time when this escrow by its terms should be concluded, you may, without notice to the undersigneds, close your records, thereby terminating your responsibilities with respect to this escrow.
 - (14) You may retain all funds hereunder after you receive written notice of the death of one of the Payees until you receive written instructions from the authorized representative of the decedent for the disposition of such funds, or until you are otherwise satisfied of the identity of the person or persons entitled to receive such funds. The provisions of this paragraph shall apply whether or not Payees are husband and wife and whether or not the obligation deposited herewith shall purport to create a right of survivorship as between the Payees.
 - (15) If any fire or other insurance policies are deposited with you, 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 to see to the renewal thereof or to notify any person of the expiration thereof, except as specifically set forth herein in connection with the reserve account. Otherwise, your sole responsibility with respect to any such policy shall be the safekeeping thereof.
 - (16) Any notices required or permitted to be given by you shall be in writing and may be given by personal delivery, regular mail, or certified mail directed to the undersigneds at the addresses set forth in these instructions, or such address as any of the undersigneds may designate to you in writing prior to the time of your giving of such notice. Any notice so given shall be effective when actually received or if given by mail, then shall be effective upon the deposit of such notice in the United States mail with postage prepaid.

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IT IS UNDERSTOOD BY THE PARTIES SIGNING THE ABOVE OR ATTACHED INSTRUCTIONS THAT THE INSTRUCTIONS ARE THE COMPLETE INSTRUCTIONS BETWEEN THIS FIRM AS AN ESCROW AGENT AND YOU AS A PRINCIPAL TO THE ESCROW TRANSACTION. THESE INSTRUCTIONS MAY NOT INCLUDE ALL THE TERMS OF THE AGREEMENT WHICH IS THE SUBJECT OF THIS ESCROW. READ THESE INSTRUCTIONS CAREFULLY, AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.

DATED this _____ day of _____, 20____.

PAYEES:

PAYORS:

The above escrow instructions received and accepted this ____ day of _____, 20____.

CASCADE ESCROW

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By _____