



# ESCROW COLLECTION INSTRUCTIONS

**GUARDIAN CONTRACT SERVICES, INC.**  
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ACCOUNT #

**“ESCROW”**

**2006**

**1**

**SELLERS**

**BUYERS**

**1) Name**  
 Address  
 City ST Zip Code  
 Phone

**1) Name**  
 Address  
 City ST Zip Code  
 Phone

**2) Name**  
 Address  
 City ST Zip Code  
 Phone

**2) Name**  
 Address  
 City ST Zip Code  
 Phone

**2** BUYER and SELLER (the PARTIES) instruct and agree with ESCROW as follows:

**3** POSTDATED CHECKS ARE NOT ACCEPTED!  
 BUYER is to pay the following installment to ESCROW:

Principal Balance	\$
Interest Rate	Percent
Interest Start Date	
First Payment Due	
P & I Payment	\$
Monthly Insurance	\$
Monthly Taxes	\$
Fees	\$
Make check payable to Guardian Contract Services	\$

**4** ESCROW is to hold the following original documents or other property and deliver them to buyer when notified in writing by seller.

TRUST DEED	NOTE	WARRANTY DEED
REQUEST FOR FULL RECONVEYANCE		
OTHER		

**5** SPECIAL INSTRUCTIONS: (Note: Additional fees may apply)

**6** ESCROW IS TO DISBURSE PROCEEDS OF ANY INSTALLMENT RECEIVED AS FOLLOWS:

\* STANDARD DISBURSEMENT IS BY ELECTRONIC ENTRY. A \$3 SURCHARGE IS ASSESSED FOR EACH CHECK ISSUED. \$35 WILL BE CHARGED TO REPLACE EACH LOST OR STOLEN CHECK.

Payee: Amt: \$  
 Address:  
 Address:  
 Bank Name:

Payee: Amt: \$  
 Address:  
 Address:  
 Bank Name:

Payee: Amt: \$  
 Address:  
 Address:  
 Bank Name:

Payee: Amt: \$  
 Address:  
 Address:  
 Bank Name:

**Electronic disbursement/withdrawal authorization/acknowledgment:** Seller/Buyer hereby authorizes ESCROW to deposit/withdraw funds to/from the account and financial institution Seller/Buyer has provided. In the event of a deposit error ESCROW is further authorized to release to said financial institution any information required to make adjustments to correct the error. The undersigned authorize said financial institution to honor such credit and debit entries that may occur. This authority is to remain in effect until ESCROW receives a written termination notice from the undersigned in a time and manner sufficient to afford ESCROW a reasonable opportunity to act on it. **NOTES: 1. A VOIDED CHECK MUST ACCOMPANY THESE INSTRUCTIONS. 2. A MINIMUM OF 21 DAYS IS REQUIRED TO ACTIVATE ELECTRONIC DISBURSEMENTS/ WITHDRAWALS.**

7 BASIC SERVICES & FEES		Buyer	Seller	OPTIONAL SERVICES & FEES		Buyer	Seller
ACCOUNT SETUP FEE	\$ 50.00			Buyer Automatic Payment Deduction	<b>NO CHARGE</b>		
ACCOUNT CLOSEOUT FEE (minimum)	\$ 65.00			Late Payment Penalty Service	\$ 2.00		
Payments scheduled monthly	\$ 12.50*			Detailed Payment Statement	\$ 2.00		
Payments scheduled quarterly	\$ 25.00*			Safekeeping Documents Without Collection (Includes Setup Fee & First 2 years Safekeeping)	\$190.00		
Payments scheduled semiannual	\$ 45.00*			Detailed annual statement	\$ 18.00		
Payments scheduled annually	\$ 90.00*			Tax/Insurance Service Setup Fee	\$ 25.00		
Additional disbursement	\$ 2.50*			Monthly Fee	\$ 2.50		
Check Issue Fee	\$ 3.00*						
(Other fees may be assessed for correspondence or special instructions.)							

Buyer will remit with each regular payment 1/12th of the annual property tax and/or insurance premium. ESCROW will deposit the funds into a non-interest-bearing account to be disbursed by ESCROW upon receipt of invoices from Buyer or Seller. (Fee includes one annual disbursement each for taxes and insurance -- each additional disbursement is \$20.) ESCROW will not be liable for loss of discount if sufficient funds are not available or if invoices are not received by ESCROW two weeks prior to expiration of discount term.

Buyer or Seller will provide ESCROW with timely written notice of any changes required of the monthly impoundment.

ESCROW shall deduct from any payment received the amount of ESCROW'S standard disbursement charges then in effect, whether payable by Buyer or Seller. ESCROW shall pay or deposit the balance of proceeds as directed by Seller. During the term of this collection escrow, ESCROW reserves the right to adjust its collection escrow fees with 30 days notice to the principals. If the principals object to such adjustment, they may elect to terminate this collection escrow by written notice and payment of any outstanding fees owed to ESCROW, including ESCROW'S closeout/archive fee. The instructions to terminate must be signed by all principals to the escrow as required by Oregon law.

## ESCROW CONDITIONS

**(8) ESCROW** is authorized to accept any payment tendered to **ESCROW** and to apply the payment against the above provided installments whether such payment constitutes all or only part of any installment and whether or not it or any installments are then in default unless Seller shall direct in writing to the contrary. If any installment shall not be paid to **ESCROW** before the expiration of sixty (60) days after due date thereof **ESCROW** is authorized to surrender to Seller upon written demand and payment to **ESCROW** of any fees due to **ESCROW**, without notice to Buyer, all documents then in **ESCROW'S** possession thereby terminating this escrow. Payment of any installment directly to Seller 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. Further, upon payment in full, **ESCROW** will immediately send Seller written notice of such payoff which Seller then agrees to sign and return to Escrow. If Seller has not returned the signed notice or a written rejection of the payoff within 20 days of the date of such notice, Escrow is authorized to disburse the funds in accordance with the latest instructions it had received, and close the account.

**(9)** If fire insurance or other insurance policies are deposited to this escrow, **ESCROW** shall not be responsible for the sufficiency thereof nor to notify anyone of the expiration thereof nor to renew or see to renewal of nor any duty to see to the payment of premiums unless specifically provided for on the face of these Instructions.

**(10)** **ESCROW** shall not be responsible nor liable for any late charges or other costs incurred under the terms of any underlying encumbrance, mortgage, trust deed, contract or other security interest.

**(11)** If taxes and/or insurance premiums are payable by Seller and the amounts thereof added to the unpaid balance of the account, **ESCROW** does not have a duty to determine such payment amounts, but shall only add the taxes or insurance payment as provided by the security document when provided with proof of payment along with **ESCROW'S** fee for such service.

**(12)** The terms of these instructions are binding upon the administrators, heirs, successors, executors, and assignees of all parties hereto.

**(13)** Unless otherwise instructed in writing **ESCROW** shall apply each net payment first to the payment of reserves, if any, then to interest calculated on the actual number of days elapsed between payments, with the remainder to be credited to principal. Interest shall be calculated on a 365-day basis unless otherwise instructed.

**(14)** Notwithstanding anything to the contrary therein appearing, **ESCROW** has no duty to know or determine the performance or nonperformance of any term or condition of any contract or agreement between the parties hereto, and **ESCROW'S** duties and responsibilities are limited to those specifically stated herein. **ESCROW** has no responsibility for the authenticity, sufficiency or validity of any document deposited hereunder or for the accuracy of any description of any document deposited herewith, the document and description having been supplied by the parties. **ESCROW'S** sole duty with respect to such document is to hold and dispose of it as provided in these instructions. In the event of conflict or omission between these instructions and any document on deposit, these Instructions shall control the actions of **ESCROW**.

**(15)** In the event the interest of either the Seller or Buyer shall pass to any other party or parties, **ESCROW** is not required to take notice until **ESCROW** receives documentation which is satisfactory evidence to it of such change, and it has been deposited with **ESCROW** together with **ESCROW'S** fee.

**(16)** **ESCROW** may transfer this account and documents to another licensed **ESCROW** agent provided no transfer fee is charged to the parties.

**(17)** If a controversy shall arise between the parties or with any third person, **ESCROW** may await the outcome of such controversy by final legal proceedings, or otherwise, as **ESCROW** may deem appropriate, or **ESCROW** may institute such interpleader or other proceedings as **ESCROW** may deem proper. In such event **ESCROW** shall not be liable for interest or damages. In the event an action is required to recover **ESCROW'S** expenses or charges from either or both of the parties, **ESCROW** shall be entitled to its reasonable attorney fees and reimbursement for **ESCROW'S** expenses.

**(18)** The fees herein are subject to adjustment with 30 days notice to the principals. In addition to the fee paid or agreed upon at the inception of this escrow, the parties jointly and severally agree to pay reasonable compensation to **ESCROW** when it is

directed to perform services not specified elsewhere in this agreement. There may be additional charges, for example, when **ESCROW** is asked to provide payoff information or making computations of other sums which may be due. The amount charged will vary in accordance with the complexity of the task to be performed, but in each case **ESCROW** warrants that the charge will be reasonable. In addition to any other remedies **ESCROW** may have, **ESCROW** is hereby given a lien on all funds and documents held by **ESCROW** to secure the payment of all its fees and expenses, and reasonable attorney fees incurred while attempting to collect said fees. Further, **ESCROW** may offset its fees against any sum deposited by the principals or for benefit of the principals.

**(19)** If this account becomes inactive the parties jointly and severally agree to pay **ESCROW** an annual service charge of not less than \$75 and **ESCROW** is authorized to deduct such sum from any funds being held in the account. "Inactive" means a lack of activity after sixty (60) days. In addition, **ESCROW** may assess a fee if the account is terminated by reason of such inactivity in an amount of not less than \$65 and may deduct such sum from any funds being held at the time of termination. A written notice will be given to Seller at Seller's last known address stating that the account is inactive and that the specified "inactivity" fee will be assessed.

**(20)** Disbursements on any check may be held five(5) business days, or until the check clears, unless the check is received as "collected funds". In its discretion, **ESCROW** may disburse "uncollected" funds, but any pattern of such disbursement shall not prejudice **ESCROW'S** right to insist that a deposit check clear. A charge will be imposed by **ESCROW** for any check dishonored for any reason and shall be deducted from the next payment received. Buyer agrees to immediately reimburse **ESCROW** with good funds for the dishonored check plus **ESCROW'S** fee. If Buyer fails to so reimburse **ESCROW**, Seller agrees to pay **ESCROW** the amount of the dishonored check plus **ESCROW'S** fee. **ESCROW** may also demand that Buyer make all future payments with money order, cashiers' check or other "collected funds".

**(21)** This escrow may be terminated for cause upon 30 days' written notice to the parties from **ESCROW**, with all documents to be returned as **ESCROW** deems appropriate and **ESCROW'S** liability hereunder shall thereupon cease and terminate. In the event this escrow is terminated by any of the parties, **ESCROW** shall be paid any outstanding fees owed by the principals, and its archive fee then in effect, prior to the delivery of any funds or documents held in **ESCROW** for the principals. Any fees previously paid by the principals herein are non-refundable and shall not be used to compute the termination fee.

**(22)** In the event any provision herein or elsewhere shall refer to a mortgage or contract balance which is being computed outside this collection, **ESCROW** shall not be bound to keep a record of the balance. No liability shall attach to any action **ESCROW** takes or fails to take in the event information has not been delivered to **ESCROW** prior to a time such information shall be material to the performance of the Instruction or contracts.

**(23)** **ESCROW** is under no obligation to give notice as to late fees, changes of interest or ownerships, lapses of insurance, the state or payment of taxes or assessments, or other encumbrances, condemnations, fires, or the condition of any property mentioned in the documents handed to **ESCROW**, or cause notice of delinquency or dishonor or protest to be given; and any giving of such notice or notices by **ESCROW** shall not be deemed to be an assumption by **ESCROW** of any obligation as to the giving of any subsequent notice or notices.

**(24)** As used in these Instructions the words "Seller" shall also mean "Payee"; "Buyer" shall also mean "Payor" and in each instance each word shall both represent the singular and the plural.

**(25)** In the event of a levy or execution upon this escrow account, **ESCROW** may charge the party against whom the levy or execution is made **ESCROW'S** current charge then in effect for answering same. If **ESCROW** delivers money subject to levy or execution to Payee and is then required to make payment on the levy or execution out of **ESCROW'S** funds, Seller shall reimburse **ESCROW** for any amount **ESCROW** paid on account of Payee.

**(26)** If disbursement is by check, delivery shall be by U.S. mail, postage prepaid. **ESCROW** assumes no liability for any delay or failure for the delivery of disbursements.

**(27)** The undersigned hereby certify that the number entered above their signature is their true and correct Taxpayer Identification Number.

**It is understood by the parties that these ESCROW collection instructions constitute the whole agreement between Guardian Contract Services, Inc. as their ESCROW agent and themselves as principals to this collection account. These Instructions may not include all the terms of the agreement which is the subject of this collection. Read these Instructions carefully, and do not sign them unless you are satisfied they adequately define the services you wish ESCROW to perform. Any deviation from the executed instructions contained herein shall be submitted to ESCROW in writing and shall be signed by all parties hereto.**

<b>S E L L E R S</b>		<b>B U Y E R S</b>	
<b>1</b>	Social Security number or other Taxpayer I.D. number:	<b>1</b>	Social Security number or other Taxpayer I.D. number:
	Print Name:		Print Name:
	Signature:		Signature:
	Date: _____		Ownership: _____ %
<b>2</b>	Social Security number or other Taxpayer I.D. number:	<b>2</b>	Social Security number or other Taxpayer I.D. number:
	Print Name:		Print Name:
	Signature:		Signature:
	Date: _____		Ownership: _____ %