

222 NE "B" Street Grants Pass, OR 97526 / PO Box 697 Grants Pass, OR 97528 P. 541-955-6672 F. 541-955-6673 EXHIBIT "B" To Collection Escrow Instructions Tax/Insurance Reserves Account Agreement

Collection Escrow #_		 
Payee:		
Obligor:		

The Payee/Seller and Obligor/Buyer to this Collection Escrow Account request Escrow Agent to establish a reserve account for the purpose of holding funds to pay property taxes and/or insurance. The parties acknowledge that any property tax account established is set up as a service provided by Pacific Trust Deed Servicing Company, Inc. and that said reserve account does NOT earn interest for the period that the funds are held in Trust. **Tax payments and insurance premiums must be current at the time this reserve account is established.** 

Escrow Agent's Reserve Account setup fee of \$50.00 is attached herewith. <u>A disbursement fee of \$15.00 will be charged to the Obligor each time a disbursement is made from the tax and/or insurance reserve account.</u> The \$15 fee shall cover up to three (3) reserve accounts pertaining to one collection escrow. An additional \$10 charge shall apply to each additional reserve account over three (3).

A copy of the last tax statement and insurance billing or premium information is required for setup.

and/or INSURANCE PREMIUMS
Policy #
Insurance Company
Agent

An initial deposit to the reserve account, in the amount of \$\_\_\_\_\_\_\_ is being made so that the necessary funds will be available to pay billings when they are due.

The monthly reserve payment amount of \$\_\_\_\_\_, will be paid in addition to the principal and interest installment and will begin on or before

Escrow Agent shall not be responsible for monitoring these items, but shall hold funds as received and pay the billings as they are presented with the amount then on deposit. In the event that funds held in reserve are insufficient to pay any items, Escrow Agent will only pay a charge to the extent that funds are available in the reserve account. Obligor or Payee will need to take action when necessary to pay any shortages or cure any defaults.

Escrow Agent is not required to notify either party of any shortage in funds to pay reserve items in full. It is the responsibility of Payee/Seller and Obligor/Buyer to monitor the status of reserve items. Escrow Agent will not be responsible for any lapse in coverage due to insufficient funds in the reserve account to pay premiums due. Payee/Seller and Obligor/Buyer shall rely on the insurance carrier for notification of any lapse in coverage. If insurance reserves are insufficient at the time the premium is due, Escrow Agent, at its option and upon notification to the parties, may tender the funds on hand to the insurance company and the Obligor will be solely responsible for timely payment of the deficiency outside this Escrow Account. In addition, Escrow Agent, at it's sole option, may terminate the insurance reserves portion of these instructions are terminated, the reserves payment collected hereunder will be adjusted accordingly or eliminated entirely if insurance reserves were the only item collected under these instructions. Escrow Agent shall not be named as additional insured under any insurance policy or as the addressee for any notices, including but not limited to, notices issued for billing purposes, renewals or cancellations.

At the conclusion of each calendar year, Escrow Agent shall project the total amount of impound funds sufficient to make all required disbursements for the ensuing year. If the projected amount requires an adjustment in the impound payments made by Obligor, Escrow Agent shall notify Obligor of the adjusted amount due. Notwithstanding the foregoing, if the actual disbursements required to be made from the impound account are at any time throughout the ensuing year determined by Escrow Agent to be insufficient to make all required disbursements, Escrow Agent may notify Obligor of the projected deficiency and require Obligor to make additional impound payments as necessary to insure the impound account has sufficient funds to pay all required disbursements. Obligor agrees to pay all adjusted amounts in a timely manner.

If this reserve account is being established with delinquent taxes from prior tax years, Obligor(s) may at any time submit the additional funds to cure the delinquency, but the Escrow Agent will not be responsible to monitor or notify either party of any delinquency.

In the event of any dishonored check, NSF charges or bank fees, Escrow Agent may deduct such charges, including the amount of any check or draft that is dishonored from the reserve account unless said charges are reimbursed within ten (10) days.

In the event this account should be closed by the Payee or Payee's representative for Default, any balance of funds held will be released to the PAYEE. If the account should then be reinstated, the amount necessary to re-establish the reserve account must be deposited back into the reserve account by the Payee. The usual reinstatement fee will be charged.

These terms and provisions are in addition to the basic Collection Escrow Instructions governing this Collection Escrow Account and are subject to changes.

## **NOTICE TO ALL PARTIES:**

READ THESE INSTRUCTIONS CAREFULLYAND DO NOT SIGN THEM UNLESS YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS SET FORTH ABOVE.

**OBLIGOR/BUYER** 

Print Name	Print Name
Signature	Signature
Accepted on this day of	, 20 Pacific Trust Deed Servicing Company, Inc.
Bv:	

PAYEE/SELLER