



Note Servicing Center, Inc.

3275 E. Robertson Blvd., Suite B Chowchilla, CA 93610 ♦ 559-665-3456 ♦ Fax 559-665-3457
info@sellerloans.com ♦ www.sellerloans.com ♦ DRE Corp License No: 01488159

Note Setup Check Sheet

The following documents are needed to complete the Loan Servicing Setup Package

(Attach to each Servicing Loan submission)
Ref. Borrower Last Name:

- ACCOUNT AUTHORIZATION FOR SERVICING
- NOTE INFORMATION FORM
- One time Loan Setup Fee per Standard Loan (Refer to Fees for Specialized Notes/Loans)
- Copy of the NOTE
- Copy of the ASSIGNMENTS (if any).
- Copy of the MODIFICATION (if any)
- Escrow Information Input Sheet (if an impound account is to be set up) *

The following documents are needed only if applicable to your particular note or loan

- Additional Lender Addendum
- Additional Security Addendum
- Underlying Payment Information Input Sheet
- Authorization Agreement for Automatic Deposit
- Copy of the RESPA "goodbye" letter **only needed** for existing loans being transferred to NSC for Servicing

Optional ESCROW/IMPOUNDS service: When the borrower's monthly payment includes amounts for the payment of Property Taxes and/or Hazard Insurance, and no other provision has been made, NSC will collect and hold those proceeds in a trust account and disburse the scheduled payments to the respective authority as scheduled.

Additional documents and information required for the Optional Escrow/Impounds Service:

- Evidence of INSURANCE.
 - Company and Contact Information.
 - Policy Number.
 - Copy of the Policy.
 - Amount of the Premium (one annual disbursement).
- PROPERTY TAXES
 - Copy of Tax Assessment Bill

Please submit questions or need for clarification to: newacct@sellerloans.com or call 559-665-3456 Ext. 301



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ACCOUNT AUTHORIZATION

Borrower: _____ Loan Number: _____
Lender: _____ Account Number: _____
Office Use Only
Office Use Only

“COMPANY” is defined as: Note Servicing Center, Inc.
“LENDER” is defined as the undersigned, whether one or more, who is or is about to become the “whole owner” or “owner of an undivided interest” in a “Contract” under the above referenced loan number.

SECTION 1 - SERVICING THE “CONTRACT”

This loan servicing agreement is made between “COMPANY”, a licensed California Real Estate Broker and the undersigned “LENDER.” “LENDER” hereby authorizes and instructs “COMPANY” and “COMPANY” agrees to service the “CONTRACT” and in that connection, to do the following:

- A. To receive any and all payments due “LENDER” on the “CONTRACT”, which includes but is not limited to all monthly payments, all late payments and all payoffs in full or in part. “COMPANY” is authorized to direct any payment to be made payable to “COMPANY”’s Trust Account;
- B. To endorse to “COMPANY”’s Trust Account any checks or money orders payable to “LENDER” and to immediately deposit same in “COMPANY”’s Trust Account which is to be maintained in accordance with such laws and rules applicable thereto and as to which “COMPANY” will not commingle its assets;
- C. To transmit “LENDER”’s portion of such payments of principal and interest as required by laws, rules and regulations which are applicable. There is a hold on all checks to allow for clearing with the bank. Good funds are delivered to the Lender without a hold at the address shown herein. The Company will not use such payment for any other transaction other than the transaction for which the funds are received;
- D. If the source of payment is not the maker of the “CONTRACT”, to so inform the “LENDER”;
- E. To cause “COMPANY”’s Trust Account utilized for this transaction to be inspected as required by such laws, rules and regulations as are applicable thereto;
- F. To take any other action which “COMPANY” deems necessary or convenient to the collection and servicing of the “CONTRACT” including but not limited to instituting foreclosure proceedings in the event of default or making such payments for the “LENDER”’s account or taking such other action as “COMPANY” deems necessary or desirable to protect the security of the “SECURITY INSTRUMENT” or the priority thereof;
- G. To execute and deliver on “LENDER”’s behalf and in “LENDER”’s name any documents necessary or convenient for the exercise of any rights or duties which “LENDER” may have under the “CONTRACT”, including but not limited to Request for Reconveyance, Payoff Demands, Beneficiary Statements, Declarations and Notices of Default, bidding authorizations and other instructions to the Trustee of the “CONTRACT”;

- H. To receive Notices of Default of prior encumbrances and to promptly notify "LENDER" of any default upon the "CONTRACT" and any prior encumbrances;
- I. To grant such extensions as "COMPANY" deems reasonably appropriate;
- J. "LENDER" may terminate "COMPANY"'s authority hereunder at any time upon 10 days written notice and upon repayment and/or payment of the following:
 - a. Any outstanding payments made by "COMPANY" on "LENDER"'s behalf;
 - b. Any accrued expenses incurred by the "COMPANY" in connection with servicing the "CONTRACT";
- K. THE FOLLOWING PROVISIONS (1) - (3) APPLY ONLY TO LOANS IN WHICH "LENDER" HOLDS AN UNDIVIDED FRACTIONAL INTEREST IN THE "CONTRACT":
 - 1. "LENDER" acknowledges that it holds or will hold an undivided interest in the "CONTRACT" as a tenant in common with another or other lenders all of whom are executing counterparts (except as to vesting and payment instructions) of this loan servicing agreement. When so executed, all such counterparts shall constitute an agreement between all holders of interests in the "CONTRACT" as well as between "LENDER" and "COMPANY".
 - 2. A default upon any interest in the "CONTRACT" shall constitute a default upon all interests. A simple majority in interest of lenders may determine and direct the actions to be taken on behalf of all lenders in the event of default or with respect to other matters requiring the direction or approval of lenders, and such majority may designate the "COMPANY" to so act in their behalf.
 - 3. "COMPANY" shall furnish to "LENDER" a list of names and addresses of all lenders holding an interest in the "CONTRACT" upon five (5) days written notice.
- L. Attorneys' Fees. If either party commences any action or proceeding to enforce this Agreement or any right arising under this Agreement, the prevailing party shall be entitled to recover from the other party the actual attorneys' fees, costs and expenses (and all related fees, costs and expenses) incurred by it in connection with such action or proceeding and in connection with the enforcement of any judgment thereby obtained.
- M. Lender shall defend, indemnify and hold "COMPANY" harmless from any and all claims, liabilities, demands, debts, accounts, obligations, actions and causes of action of any nature whatsoever by any third parties arising out of or related to services being provided by "COMPANY" pursuant to this agreement or the Note being serviced by "COMPANY" as described herein, regardless of negligence or fault by "COMPANY", if any.

SECTION 2 - CONSIDERATION FOR LOAN SERVICING SERVICES

As consideration for the services to be rendered by "COMPANY"

Set Up Fee – Check one:

- Enclosed is a check for the one time "set up" fee; or
- "LENDER" authorizes "COMPANY" to retain the "setup fee" from funds received.

Servicing Fee:

The monthly servicing fee (in accordance with the fee schedule below) shall be paid by:

- Borrower Lender Split 50/50 between Borrower and Lender

If any above is not checked appropriately, monthly servicing fee will be automatically deducted from the lenders funds.

Beneficiary(s) is aware all payments received by the Note Servicing Center are subject to a hold period to allow for bank clearing.

Please refer to Fee Schedule shown on Exhibit "A", which is incorporated and made part of this agreement by attachment.

SECTION 3 - GENERAL PROVISIONS

We have read and understand the foregoing and we agree any disputes arising out of all matters relating to this servicing agreement be submitted to neutral arbitration.

Date _____ Lender _____
Print

Date _____ Lender _____
Print

THIS AGREEMENT IS NOT EFFECTIVE UNTIL ACCEPTED BY NOTE SERVICING CENTER

Accepted Copy mailed to Lender on _____ Date _____ Initial _____

Date _____ By _____
Thomas K. Standen, President
Note Servicing Center, Inc

Corporate DRE License #01488159

Exhibit "A"

Servicer shall retain 50% of late charges collected. Any assumption, forwarding, demand, beneficiary, and/or processing fees shall be paid by the individual requesting the service.

Note: If in doubt, please call NSC or email newacct@sellerloans.com for assistance in calculating either the **set up** or **servicing fee**. Monthly loan servicing fees retained by "Company" as follows:

Standard Servicing

	Number of Notes		
	<u>1 to 10</u>	<u>11 to 99</u>	<u>100 +</u>
Set Up Fee - One Time	\$ 25.00	\$ 20.00	\$ 15.00
Servicing Fee			
Per Payment Servicing Fee	\$ 15.00	\$ 12.50	\$ 10.00

Impound /Escrow Servicing

	Number of Notes		
	<u>1 to 10</u>	<u>11 to 99</u>	<u>100 +</u>
Set Up Fee Impound /Escrow			
One Time	\$ 35.00	\$ 30.00	\$ 25.00
Servicing Fee			
Per Payment with Impound/Escrow	\$ 30.00	\$ 27.50	\$ 25.00

All Inclusive Trust Deeds (AITD) and Other Types of Loan Servicing requiring the payment of an Underlying Mortgagee.

	Number of Notes		
	<u>1 to 10</u>	<u>11 to 99</u>	<u>100 +</u>
Set Up Fee Impound /Escrow			
One Time	\$ 35.00	\$ 30.00	\$ 25.00
Servicing Fee			
Per Payment with Impound/Escrow	\$ 30.00	\$ 27.50	\$ 25.00

* The Price Break indicated for servicing based on the number of notes is **NOT** retroactive.



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Note Information Form

Lender Information

**Attach Additional Lender Addendum if Loan is Multi-Lender

Name*					
Address*					
City		State		Zip Code	
Home		Work			
Mobil		Fax			
Email					
SSI/TIN					

Borrower

**Attach Additional Borrower Addendum if Loan has more then one Borrower

Name*					
Address*					
City		State		Zip Code	
Home		Work			
Mobil		Fax			
Email					
SSI/TIN					

Note Terms

General		Loan Balances	
Original Balance*		Current Balance*	
Unearned Discount		Unpaid Late Charges	
Note Interest Rate*		Unpaid Charges**	
Sold Rate		Unpaid Interest	
Priority			
Important Dates		Payment Frequency	
Funding*		Payment Frequency*	
Closing*		Day Due*	
First Payment*			
Purchase		Regular Payment	
Interest Paid To*		Monthly P&I Payment*	
Next Payment*		Total Underlying Payment **	
Next Revision		Total Escrow Payment**	
Maturity*		Total Monthly Payment	

* Critical for Servicing

**Additional Addendums Needed

Penalties

Late Charges			
Late Charge*		Grace Days*	
Late Charge Minim*		Late Charge % of P & I*	
Late Charge Daily*			

Prepayment Penalty			
Prepayment Penalty*		Prepayment Excess %*	
Percentage Balance*		# of Months advance interest*	
Months interest on*		Prepayment Expiration Date*	
Prepayment Other Terms*			

Property Information (if Different then Borrower's Address)

**Attach Additional Security Addendum if Loan is secured by more then one Property

Address				
City		State		Zip Code
APN				
Property Description				

* Critical for Servicing

**Additional Addendums Needed



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Authorization Agreement For Automatic Deposits

We invite you to join our convenient automatic deposit program, which automatically deposits your payment directly into your account.

Instructions: - provide a blank check marked void for the account where the deposit is to be made.

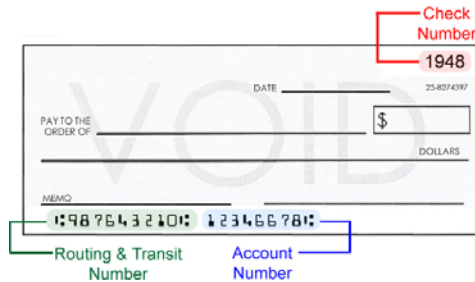
I (we) hereby authorize and request Note Servicing Center to initiate electronic deposit to my (our) account indicated below. I (we) authorize and request the Institution to honor and deposit the funds to our account(s) listed below. The authority is to remain in force until the schedule of payments is completed or Note Servicing Center has notification of termination from me in writing. Information is private and confidential.

Name			
Address	City	State	Zip Code
Phone Number	E-Mail Address		

Banking Information

Name of Primary Bank	Name of Account
Bank Representative	Bank Phone Number
Bank Routing Number (see example below)	Bank Account Number (see example below)

**PLEASE ATTACH A VOIDED
CHECK TO THIS FORM**



All account depositors must sign if more than one signature is required.

Signature

Date

Signature

Date

Automated Payments (ACH) Customer Authorization

Save time & money by signing up for our new **Automatic Payment Plan**. For your convenience, and with the help of your bank, we can now automatically deduct your monthly payment from your checking account. No more checks to write! No more stamps to lick. Simply complete the information below and attach a voided check. Return this information to:

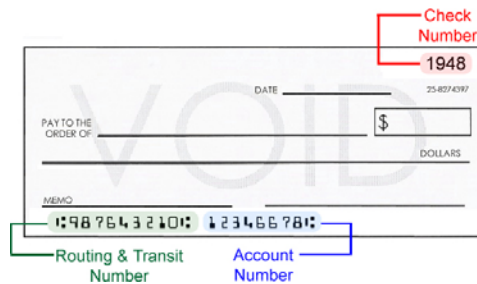
Note Servicing Center
3275 E. Robertson Blvd., Suite B
Chowchilla, CA 93610

Name			
Address	City	State	Zip Code
Phone Number	E-Mail Address		

Banking Information

Name of Primary Bank	Name of Account
Bank Representative	Bank Phone Number
Bank Routing Number (see example below)	Bank Account Number (see example below)

**PLEASE ATTACH A VOIDED
CHECK TO THIS FORM**



I hereby authorize a monthly ACH electronic debit from the account designated above to be paid to Note Servicing Center, in payment for services rendered to me, not to exceed the amount agreed to by me below. I understand that a **\$3.00** transaction fee will be added for this convenient service.

I further understand that should my bank dishonor my automated payment for insufficient or uncollected funds, the original amount, plus an additional transaction in the amount of the state allowed NSF fee may be electronically debited from my account.

I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Signature

Date

Agreed Upon Amount and Terms

My account will be debited on the 1st 5th 10th 15th 20th 25th day of each month starting _____

Monthly Payment Amount

\$

Total amount to be drafted from my account

\$