



## Account Servicing Agreement

Evergreen Note Servicing (hereinafter referred to as "Servicer"), is hereby directed to establish a servicing account on behalf of the below named parties.

### Seller/Payee:

Last Name (Company)	First Name	SSN
Last Name	First Name	SSN
Mailing Address	City	State Zip
Phone Number(s)	Email Address	

### Purchaser/Payor:

Last Name (Company)	First Name	SSN
Last Name	First Name	SSN
Mailing Address	City	State Zip
Phone Number(s)	Email Address	

### Property Address

Site Address \_\_\_\_\_  
 Tax Parcel Number(s): \_\_\_\_\_ Property Type: \_\_\_\_\_

Documents Deposited	<u>Original</u>	<u>Copy</u>
Promissory Note .....	<input type="checkbox"/>	<input type="checkbox"/>
Deed of Trust .....	<input type="checkbox"/>	<input type="checkbox"/>
Signed Request for Reconveyance .....	<input type="checkbox"/>	<input type="checkbox"/>
Real Estate Contract .....	<input type="checkbox"/>	<input type="checkbox"/>
Fulfillment Deed .....	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>

Account Services Fee Agreement	<u>Payor</u>	<u>Seller</u>	<u>Split</u>
Setup Fee* .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Monthly Fee* .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Optional Services Fee Agreement	<u>Payor</u>	<u>Seller</u>	<u>Split</u>
Impound Fee .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Prior Lien/Underlying Fee .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Late Notice Service Fee .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Copy Late Notice to Payee (for additional fee)			
Mailed Payment Advices .....	<input type="checkbox"/>	<input type="checkbox"/>	
(fee for mailed advices; no charge for email) *Required			

Payee fees will be deducted from payment proceeds. Payor fees will be added to the payment amount and collected with each payment. Delinquent Payor fees may be collected from subsequent payments received. All fees and charges are subject to change with thirty (30) days' notice. Parties agree to pay additional fees charges for extraordinary services, including, but not limited to whenever (a) Servicer renders additional services not set forth herein, (b) conditions of this collection are not promptly fulfilled, (c) manual interest calculations or disbursements must be made because of changes therein or in underlying reserves, or (d) parties become involved in litigation concerning this Agreement or the documents.

## Disbursements

Servicer is directed to disburse payments as follows (check all that apply):

- Check to the named Payee(s)
- Check to Underlying Lienholder (complete and attach Prior Lien Addendum)
- Electronic Deposit to Payee bank account (complete and attach Automatic Deposit Authorization)
- Additional disbursements (attach separate page)

## Tax & Insurance Payments

Servicer is directed to establish a reserve account and collect an amount equal to 1/12<sup>th</sup> of the annual taxes, and/or insurance premiums and/or any other assessments related to the subject property in addition to the regular monthly installments.

- Yes, establish an Impound Account (complete and attach Impound Addendum)
- No, do not establish an Impound Account

## Disclaimers

Payor and Payee acknowledge and agree that Servicer's obligations hereunder do not include, in any manner whatsoever, and Servicer assumes no responsibility for:

1. the legal sufficiency, validity, or effect of the Note, Deed of Trust and any of the other documents executed by Payee and Payor or executed by one of these parties in favor or the other;
2. determining whether the Note, Deed of Trust or any other documents described above, and all provisions therein, are in compliance with all applicable local, state and federal laws, codes, statutes, regulations and the like, including, without limitation, RESPA, TILA, CFPB, Regulation Z, usury laws, and late charge restrictions;
3. searches of the public record with respect to title to the property which is the subject of the account, the condition of title and Payor's or Payee's rights therein;
4. undertaking any activities related to (i) collection of past due payments, (ii) loan modifications, (iii) loss mitigation, (iv) foreclosure proceedings, (v) judicial trustee sales, (vi) forfeiture, or (vii) enforcement proceedings;
5. notifying any party of non-payment or declaration of default, change of interest, or ownership, condemnations, or condition of any property; or any encumbrance. Any giving of such notice(s) by Servicer shall not be deemed to be an assumption by Servicer of any obligation as to the giving of any subsequent notice(s);
6. the enforcement of any terms of the documents upon default by Purchaser, or to notify any party of a balloon payment;
7. payment for or notification to any party regarding recording of documents, perfection of security interests, insurance premiums, taxes, tax assessments or encumbrances, unless reserves addendum is attached and the appropriate fee is paid to Servicer;
8. the determination of balances to third parties or overpayments to them when instructed to credit payments to persons other than the Payee;
9. securing any necessary documents relating to the fulfillment or reconveyance of any encumbrances on the subject property upon payment in full by Payor, unless said original documents are deposited with Servicer as indicated herein;
10. calculating interest at a default rate unless a specific written instruction from Payee is received; or
11. calculating any term changes included in the Note, Deed of Trust or any other documents described above.

Servicer will interpret the provisions in the Note, including, but not limited to, the calculation of interest and any late charges, based on a fair construction of the express language in the Note. However, Servicer's interpretation does not constitute a legal opinion as to the validity, effect, or enforceability of such provisions, the calculations, or the collectability of any amounts due. Payor and Payee acknowledge and agree that these are ultimately issues to be determined between themselves, by a court of law, or in accordance with any relevant dispute resolution process agreed to by them.

**By signing this form, I am originating a valid contract for servicing. I instruct Evergreen Note Servicing to set up an account to professionally service my Note or Contract. I agree to be bound by the ENS terms and conditions as outlined on pages 3 through 5 attached hereto.**

---

Seller/Payee

Date

---

Purchaser/Payor

Date

---

Seller/Payee

Date

---

Purchaser/Payor

Date

## Terms and Conditions

1. Documents. If both Payee and Payor have signed the Account Servicing Agreement ("Agreement"), then originals of all Documents Deposited referenced in this Agreement are delivered to Servicer on behalf of Payee, Payor, and their heirs, successors, assigns, and representatives, to be held in escrow according to the terms of this Agreement. Delivery of the documents is irrevocable and will survive the death, disability, or incompetency of the delivering parties. The documents may not be withdrawn from Servicer unless requested in writing by both parties (Payee and Payor), except as detailed in this Agreement.

If only Payee has signed the Account Servicing Agreement ("Agreement"), copies of all Documents Deposited referenced in this Agreement are delivered to Servicer on behalf of Payee according to the terms of this Agreement. Any original documents delivered to Servicer by Payee will be returned to Payee at Payee's request. Upon acceptance of this Agreement, Servicer will notify all parties in writing that it is acting as Servicer and that any and all payments relating to the Documents Deposited shall now be made to Servicer.

2. Billing Statements, Coupons. Unless Payor has set up an automatic bank withdrawal to make required payments, Servicer will provide billing statements or payment coupons for the convenience of Payor. PLEASE NOTE: Failure to receive statement or coupons does NOT excuse the Payor from making timely payments. If a discrepancy or difference exists between the billing statement/coupon and the Documents Deposited, the terms of the Documents Deposited prevail. Servicer will notify Payee of each payment received, unless other arrangements have been made.

Accounts with more than one Payor shall select one Payor to remit payments and receive all related mailings and notices.

3. Late Notices. Accounts can be set up to include late payment notices. A late notice fee will be charged only if a late notice is actually sent. If included in the Documents Deposited, Servicer may track and assess late charges, but beyond the notice, Servicer will not be responsible for advising Payor or Payee of any delinquency, default, or late charges. Should Payor require notification of any delinquent payments pursuant to any applicable local, state and federal laws, codes, statutes, regulations and the like, Payor agrees to pay Servicer its Delinquent Notification Fee listed on the Fee Schedule attached hereto for each Delinquent Notification sent. A Delinquent Notification Fee will be charged only if a Delinquent Notification is actually sent. Fees are subject to change without notice.

4. Collection of Payments. Servicer will act as agent for Payee and/or Payor for the limited purpose of accepting, recording, and distributing payments detailed in this Agreement. Servicer will accept all payments made by Payor before or after the payment due date unless the Servicer has received appropriate evidence from Payee stating that Notice according to the Documents Deposited has been given to the Payor starting forfeiture, foreclosure, or other legal action against Payor. Payments will not be processed on Saturdays, Sundays, and posted Servicer holidays. Servicer shall not be responsible for delays due to Acts of God or other causes outside the control of Servicer.

Unless otherwise instructed or required by applicable law, payments will be applied in the following order, 1) servicing fees, 2) interest, 3) principal and 4) late charges. Payments will be applied to the next payment due even if amount received is less than the scheduled payment amount.

5. Interest Calculation. Interest will be calculated from due date to due date using a 30- day month, 360-day year unless there are prevailing regional standards or Servicer is otherwise instructed.

Any computation, application of principal and interest, or other payment shall be deemed correct, unless the party affected notifies Servicer that such computation or application is not correct within 60 days after notice of the computation or application is sent.

Should no payment installment or portion thereof be received by Servicer for a period in excess of one hundred fifty (150) days after applicable due date, Servicer may assume the parties have abandoned the servicing account and upon thirty (30) days' written notice to the last known address of each party, and non-objection thereto by any party, Servicer may return all documents to Seller/Payee and Servicer's responsibilities hereunder shall terminate.

6. Fees. Servicing fees paid by Payor must be sent in addition to Payor's regular payments. If not paid, then those fees will be deducted from regular payments PRIOR to applying payment to amount due to Payee. If Payee is responsible for servicing fee, it will be deducted from Payee's distributions. Servicing fees are subject to change with thirty (30) days' written notices to parties.

Servicer offers supplemental services for a fee as outlined on the Fee Schedule attached hereto and all fees are subject to change without notice. The requesting party agrees to pay all fees for supplemental services.

7. Payment Distributions. Servicer will distribute payments to the named individuals and entities as instructed in writing by Payee or Payee's agent.

Servicer reserves the right to delay distributions until payments deposited have cleared the issuer's bank. If Servicer does not have a valid current address for Payee, it may hold all distributions for that Payee in a non-interest bearing trust account, without liability.

8. Insufficient Funds/Returned Items/Uncollected Funds/Funds Owed to Servicer. If a payment received by Servicer is returned or rejected for any reason, all parties are liable jointly and separately for immediately reimbursing Servicer for all funds paid out and all costs incurred and fees assessed in the recovery of these funds including but not limited to Servicer's Returned Item Fee plus 1.50% of the disbursement made to Payee per month from the date of payment to Payee until recovered. The Parties authorize Servicer to reverse direct deposits and retain future payments to recover funds. Servicer shall have a lien on all monies, papers, and properties held by it in connection with this account or any other account it is servicing for either Payee or Payor for its incurred fees, costs or expenses. If Servicer is required to hire a collection agency or an attorney to recover its funds, Payor and Payee agree to pay the collection agency fees and attorney's fees not to exceed 25% of the amount owed or the amount fixed by applicable law, whichever is greater.

9. Overpayment (Right of Offset). In the event of an overpayment for any reason, including payment sent due to Servicer error, the Parties agree to reimburse Servicer immediately. Servicer also has the right to recover against funds it is holding, or which come into its possession. Parties authorize Servicer to advance funds on their behalf to ensure an accurate distribution and parties also agree to cooperate and to pay Servicer any and all funds advanced on their behalf.

10. Default. If any default under the terms of the Collected Documents, including installment payments, remains uncured for a period of 120 days from due date, Servicer may deliver all Documents Deposited to Payee upon demand of Payee or at election of Servicer, unless default has been cured before receiving Payee's request. Servicer shall have no liability for accepting payments after Payee begins forfeiture, foreclosure, or judicial action against Payor until after Servicer has received written notice of such action from Payee and proof of delivery of pertinent document to Payor.

11. Account Close Out, Withdrawal and Cancellation of Account Servicing Agreement. Parties may request cancellation of this Agreement by delivering a signed, written request to Servicer along with Servicer's File Close Fee and all outstanding servicing fees and charges. Servicer will not release original documents unless File Close Fee and all outstanding fees and charges are paid in full. Servicer may terminate this Agreement, with or without cause, with 30 days' written notice to Parties at last known addresses. Servicer will deliver documents based upon instructions from the party(ies) who signed the Agreement upon receipt of Servicer's File Close Fee and all unpaid fees and charges. Servicer will destroy all files in accordance with state record-keeping requirements.

12. Delivery of Documents. When, according to the information in its possession, Payor has paid all sums required by Collected Documents, Servicer is authorized and instructed to deliver those documents to Payor or Payor's agent and to notify Payee of payment and delivery, thereby terminating Servicer's duties. However, Servicer may collect fees and process the appropriate release documents if available.

13. Ownership Changes/Modifications. Servicer shall not recognize any change in beneficial interest, property ownership, or other modification to the Documents Deposited until sufficient documents, as determined by Servicer, have been received to establish such change and any related costs have been fully paid. In the absence of written notification, Servicer has no responsibility or liability for such changes.

Servicer shall hold any payments it collects after receiving notice of the death of a Payee or a pending assignment in a non-interest bearing trust account, without liability. The funds will be paid out only when Servicer, in its sole discretion, has sufficient documentation to establish rightful ownership.

14. Prior Liens/Wraps. If a portion of a payment is to be distributed to any third party due to prior liens, Parties agree they are fully responsible for such liens. Servicer agrees to remit payments to the prior lienholders provided funds are available. Servicer assumes no responsibility for how payments are applied to underlying debt or obligation or for verification of receipt and application of said payments by prior lienholders or for failure of any such payments to fully discharge said obligations.

Payee will:

- Keep all such payments current
- Verify that all lienholders apply payments correctly
- Correct any problems that may arise with lienholders
- Advise Servicer of any changes in lienholder's address or payments due on liens
- Cause said lien(s) to be fully paid on or before the date on which Payee shall have paid in full the deferred balance due Payee on this account
- Be responsible for ensuring prior liens are paid in full prior to or concurrently with accepting payoff on this account

If a payment received by Servicer is not sufficient to pay any lien connected with the property when due, Payee is responsible for and agrees to pay amount necessary to keep lien(s) current.

All parties agree to immediately forward to Servicer all correspondence they receive from lienholders. Payor fully acknowledges any liens listed against Property.

If this account or any prior liens/debts become delinquent by 30 or more days, or have late fees or other penalties outstanding, Servicer may terminate this Agreement with 30 days' written notice. Payee agrees Payor has the right to fully access underlying loan information and will give Payor and Servicer ability to access that information by providing written authorization to prior lienholder to release information.

15. Tax and Insurance Impounds. If the Parties have contracted Servicer to impound and pay insurance premiums, property taxes and/or any other assessments against the property, Payor agrees to pay to Servicer, in addition to the regular monthly installments due under the Note or Contract between the Parties, a sum equal to 1/12th of the insurance premiums, annual property taxes and/or any other assessments. The monthly impound requirement will be estimated by Servicer without liability. Servicer will hold said sums in a non-interest-bearing account designated to pay said obligations and furnish an annual statement of the account to the Payor. Servicer will not advance funds for any purpose if there is a shortage, but will advise Payor and Payee of shortages at the time they are discovered.

Provided funds are available, Servicer will pay the premiums on the insurance policy related to the property for which services are being provided as it becomes due upon receipt of the premium notices. Payor must immediately notify Servicer if there are any changes to the policy. Servicer has no liability to maintain any insurance coverage on the property or to obtain insurance premium invoices for the property, but is liable only for paying the insurance premium invoices that properly identify the account involved timely presented to it for payment. Parties must provide Servicer with insurance premium invoices in advance of payment due dates.

Upon payment in full of the Note or Contract, any funds in the impound account shall be paid to Payor.

Should the servicing account be terminated due to forfeiture, foreclosure or Trustee's Sale of the Payor's interest, then any funds in the impound account shall be paid to Payee upon closing the servicing account unless Servicer is otherwise directed.

The impound account may be terminated at any time upon mutual written agreement of the Parties. If Servicer does not have sufficient funds or information to pay amounts due, Servicer has the right to terminate the impound account.

16. Exclusions. Servicer will not be responsible for any of the following:

- Correctness, completeness or legal sufficiency of Collected Documents or any other documents held by Servicer
- Notifying any party of non-payment, default, declaration of default, encumbrances, or sale or transfer of property
- Paying any taxes, assessments, or insurance premiums, except as contracted for by separate Agreement between Servicer and Payee or Payor
- Penalties, charges, fees or actions provided for in Collected Documents or any other document deposited with Servicer except as related to the schedule of payments in the Documents Deposited
- Any and all loss of payment affecting outstanding balance of Documents Deposited due to failure of party to provide written notification to Servicer
- Application of any distributions made at direction of Payee other than for deposit into Payee's account
- Payor's failure to make full payments when due or to perform under any covenant under the Documents Deposited
- Taking any legal or other steps to enforce collections of payments

Nothing contained in these Terms and Conditions will replace, modify, or amend the terms of the Note or Contract between the Payor and Payee, to which Servicer is not a party. Except as related to the schedule of payments, Parties agree that Servicer's responsibilities are limited to those detailed in this Agreement, including any addendums or modifications made in compliance with other provisions of this Agreement. In the event of a conflict between the Documents Deposited and this Agreement, except as related to the schedule of payments, this Agreement prevails. Servicer will be responsible only for the exercise of ordinary care in crediting and transmitting the funds and documents received under this Agreement and shall be released from all further liability.

17. Disputes/Interpleader/Indemnity. In the event of a dispute or conflicting instructions from the Parties, Servicer shall have the right to seek legal remedies and to do any or all of the following:

- Discontinue services until dispute or conflict is resolved;
- Terminate this Agreement with 30 days' notice, and may return Documents Deposited and an accounting of funds received to the appropriate party.
- Begin an interpleader action in court, thereby absolving Servicer from all further obligation or liability under this Agreement. Parties jointly and separately agree to indemnify and hold Servicer harmless for any costs, damages, attorney fees, collection agency fees, employee time, expenses, and liabilities sustained in connection with servicing this account, including any arising court actions or interpleader actions. Parties also jointly and separately agree to pay Servicer upon demand for said items.

18. Bankruptcy. In the event of any Bankruptcy proceeding, Servicer will not be considered as the Agent for the Parties for notification of the event, nor will Servicer be responsible for forwarding to the Parties any Bankruptcy notices it receives. Parties agree that they will not, or they will instruct their counsel not to, list Servicer as their creditor or use the Servicer's address for notification to a creditor. Parties further agree to forward copies of any initial bankruptcy filings to the Servicer. Servicer may, at its discretion, resign or continue to accept and distribute payments and discontinue tracking a balance after receiving such notice.

19. Account Status. Servicer is authorized to provide beneficiary/payoff statements for the Documents Deposited to the Payor or other persons authorized by law to receive such information, and to charge the fee permitted by law for providing those statements. Servicer may require, but does not need, Payee's approval of such figures before providing them. Payee has no recourse against Servicer for quoting an incorrect payoff figure based on the information in Servicer's possession at the time the quote was requested.

20. Relationship. Parties understand and agree that Servicer has no authority to act as an agent for Payee or Payor. They further agree that neither has any right or authority to direct or control the actions of Servicer beyond the limited undertakings as detailed in Agreement.

21. Venue. This Agreement has been made and will be interpreted and enforced in and under the laws determined by the location of the Servicer's office performing the duties of this Agreement, as if all parties were residents of that state and county.

22. Agreement Binding on Successors. This Agreement shall be binding and work to the benefit of all parties and their heirs, devisees, representatives, officers, directors, employees, shareholders, receivers, and assigns. This Agreement shall also be binding on any successor of Servicer.

23. Severability. In the event any part of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining parts shall not be affected or impaired.

24. Entire Agreement. This Agreement, including any addendums or modifications made in compliance with other provisions of the Agreement, constitutes the entire understanding of Servicer and the parties to this Agreement. This Agreement may be modified or amended by Servicer upon written notice to Payee and Payor, or in writing by the appropriate parties and accepted by Servicer.

25. Servicer has no responsibility or liability for the authority of documents affecting change in beneficial interest, property ownership or other modification for accounts wherein the property is located outside of the U.S.A.

26. Texas Lease Customers: Payee authorizes Servicer to issue duplicate Payee payment receipts to Payor upon receipt of payment and disbursement of funds to underlying lienholder.