



## Welcome to Evergreen Note Servicing!

We are pleased you have chosen to do business with us. No other account servicing company offers such easy access to information, leading-edge technology and personalized customer service.

To activate your new account, please return the following documents:

### **REQUIRED DOCUMENTATION:**

- Completed Account Servicing Agreement (enclosed)
- Documents (Originals or Copies)
  - a. Promise Document (Note, Contract, Rental/Lease Agreement, etc.)
  - b. Security Document (Deed of Trust, Mortgage, etc.)
  - c. Release Documents (Signed Request for Reconveyance, Deed, etc.)
- Set up Fee

### **DOCUMENTATION NEEDED FOR ADDED SERVICES:**

- Completed Impound Addendum (enclosed) – required to establish reserves/impounds for taxes, insurance, etc.
  - Recent tax bill
  - Legal description of the property
  - Copy of the insurance policy or binder
  - Impound Account Set up fee
- Prior Lien Addendum (enclosed) – required to establish payment disbursements to an underlying lienholder
  - Copy of most recent account statement/payment coupon from underlying lienholder for each lien being serviced
- Additional Parties Addendum (enclosed) – required for multiple Payees/Payors in addition to those listed on the Account Servicing Agreement
- Automatic Deposit Authorization (enclosed) – required to establish free automatic deposits to the Payee(s) designated bank account
- Automatic Withdrawal Authorization (enclosed) – required to establish free automatic payment debits from the Payor(s) designated bank account.

After completing the Account Servicing Agreement and applicable forms, please send all documents to Evergreen at:

**Fax:** (253) 445-3597

**Email:** [NewAccounts@notecollection.com](mailto:NewAccounts@notecollection.com)

**Mail:** Evergreen Note Servicing  
1016 57<sup>th</sup> St E, Suite 100  
Sumner, WA 98390

Your account will be activated upon processing of all required documentation. Both parties will receive a confirmation Welcome Letter after setup. Please contact our Customer Service Department at (866) 358-6683 with any questions. We look forward to servicing your account!



## New Setup-CA

### Account Servicing Agreement

*California Franchise Tax Board Compatible*

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

**Evergreen Account Number:** \_\_\_\_\_

#### Payee/Seller:

Last Name (Company)	First Name	SSN	Disbursement %
Last Name	First Name	SSN	
Mailing Address	City	State	Zip
Phone Number(s)	Email Address	Email Receipts?	Yes <input type="checkbox"/> No <input type="checkbox"/>

#### Payor/Purchaser:

Last Name (Company)	First Name	SSN	
Last Name	First Name	SSN	
Mailing Address	City	State	Zip
Phone Number(s)	Email Address	Email Receipts?	Yes <input type="checkbox"/> No <input type="checkbox"/>

#### Property Address

Site Address \_\_\_\_\_  Primary Residence

\_\_\_\_\_  Secondary Residence

Tax Parcel Number(s): \_\_\_\_\_ Property Type: \_\_\_\_\_  Investment Property

Documents Deposited	Original	Copy
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"/>

Loan Purpose		
Purchase <input type="checkbox"/>	Refinance <input type="checkbox"/>	Rental/Lease <input type="checkbox"/>
Unsecured <input type="checkbox"/>	Other (non-real estate) <input type="checkbox"/>	

Account Services Fee Agreement (*Required)			
	Payor	Payee	Split
Setup Fees*.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Servicing Fees*.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\*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' written notice to parties. 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) (attach separate pages for additional disbursements)
  - Check to Underlying Lienholder (complete and attach Prior Lien Addendum)
  - Electronic Deposit to Payee bank account (complete and attach Automatic Deposit Authorization)

**Optional Services**

*California Franchise Tax Board Compatible\*\**

Fees for the following optional services are outlined on Servicer’s current Fee Schedule. If elected, corresponding fees for optional services will be charged to the appropriate party(ies) as identified in the corresponding fee section of this document.

<u>Optional Service</u>	<u>Service Fee</u>		
	<u>Payor</u>	<u>Payee</u>	<u>Split</u>
<input type="checkbox"/> <b>Mailed Payment Advices to Payee</b> – Servicer is directed to mail payment advices to Payee (no charge for email only)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <b>Mailed Payment Advices to Payor</b> – Servicer is directed to mail payment advices to Payor (no charge for email only)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <b>Send automatic late notices to Payor</b> – Servicer is directed to send automatic late notices to the Payor at the expiration of each scheduled payment’s grace period (if no payment is received within the grace period).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <b>Send copy of automatic late notices to Payee</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <b>Establish an Impound Account for Taxes and/or Insurance</b> – Servicer is directed to establish a reserve account related to the subject property and collect an amount equal to 1/12th of the annual taxes, and/or insurance premiums and/or any other assessments plus a cushion equal to 1/6 <sup>th</sup> of the total estimated annual disbursements, in addition to the regular monthly installments.(complete and attach Impound Addendum)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <b>Franchise Tax Board Payments (California only)**</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**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. 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 Evergreen Note Servicing terms and conditions as outlined on pages 3 through 5 attached hereto.**

<hr/> <b>Payee/Seller</b>	<hr/> <b>Date</b>	<hr/> <b>Payor/Purchaser</b>	<hr/> <b>Date</b>
<hr/> <b>Payee/Seller</b>	<hr/> <b>Date</b>	<hr/> <b>Payor/Purchaser</b>	<hr/> <b>Date</b>

## 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. 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 with thirty (30) days' written notice to the parties.

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 notice 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 according to Servicer's Payment Policy (available upon request). 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 plus a cushion equal to 1/6th of the total annual impound disbursements. 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:

- A. Correctness, completeness or legal sufficiency of Collected Documents or any other documents held by Servicer
- B. Notifying any party of non-payment, default, declaration of default, encumbrances, or sale or transfer of property
- C. Paying any taxes, assessments, or insurance premiums, except as contracted for by separate Agreement between Servicer and Payee or Payor
- D. 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
- E. Any and all loss of payment affecting outstanding balance of Documents Deposited due to failure of party to provide written notification to Servicer
- F. Application of any distributions made at direction of Payee other than for deposit into Payee's account
- G. Payor's failure to make full payments when due or to perform under any covenant under the Documents Deposited
- H. 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. Requests for Information/Notice of Error. The Parties may request information from Servicer and notify Servicer of specific errors by submitting a qualified written request in the form of written correspondence, other than notice on a payment coupon or other payment medium supplied by servicer, which includes the requestor's name, account number and reason for request. Requests for information and notifications of error should be sent to Servicer's corporate office located at 1016 57<sup>th</sup> St E, Sumner, WA 98309 or sent via email to Servicer at mail@notecollection.com.

26. 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 United States of America.

27. 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.



## ACCOUNT SERVICING FEES

### New Account Set-Up:

One Time Set-Up Fee _____	\$100.00
Reserve Account Set-Up Fee _____ (includes set-up with tax monitoring service)	\$60.00

### Account Servicing Fee

Monthly Payment Processing _____ (Includes one disbursement, check or auto-deposit)	\$15.00*
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\*Fee covers principal and interest payment in the amount of \$7,500 or less. Payments greater than \$7,500 are charged a service fee of 0.2% of the payment amount.

File Close Fee _____	\$50.00
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### Optional Services

Additional Disbursements (per disbursement) _____	\$2.00
Tax and Insurance Payments (per month) _____	\$8.00
Pass-through Reserve Payments _____	\$0.00
California Franchise Tax Disbursements (per month) _____	\$15.00**
Late Notices (per notice) _____	\$2.00
Late Notices with copy to Payee (per notice) _____	\$3.00
Mailed Payment Advices (per Party, per advice) _____	\$2.00
Phone Payments (Per Use) _____	\$20.00

### ***Additional Services Available By Request***

**ANCILLARY FEE SCHEDULE**

Payoff Quote _____	\$65.00
Payoff Quote Update _____	\$10.00
Mortgage Verification _____	\$35.00
Replacement Statements _____	\$5.00
Returned Item (NSF) _____	\$50.00
Stop Payment/Check Replacement _____	\$25.00
Copy of Cancelled Check (per check) _____	\$30.00
Assignment/Assumption _____	\$100.00
Modification _____	\$100.00
Name Change _____	\$60.00
Record Adjustment _____	\$35.00
Default Warning Letter _____	\$35.00
Overnight _____	\$25.00
Research (per hour, 1 hr min) _____	\$50.00
Wire Processing:	
Incoming/Receive _____	\$20.00
Outgoing/Send _____	\$35.00





# Impound Addendum

## Impounds

Payor agrees to pay to Servicer in addition to the regular monthly installments required under the main account, a sum equal to 1/12<sup>th</sup> of the estimated annual taxes, insurance premiums and any other assessments plus a cushion equal to 1/6<sup>th</sup> of the total of estimated annual disbursements. Payor authorizes the tax assessor, insurer and any other obligee named below to release information concerning Payor’s account with them to Servicer. A copy of this authorization shall be as valid as the original.

Payor directs Servicer to establish impounds for the following payments:

- Insurance** (Insurance Premium statement must be attached)  
Payor will provide insurance bills and notices to servicer and will ensure that insurance bills and notices include Servicer account number. Payee, not Servicer, should be named as the loss payee. Attach insurance premium statement and receipt that confirms annual premium is paid in full.
- Property Taxes** (Tax statement must be attached)  
Payor understands that supplemental tax bills or other assessments, if any, are Payor’s responsibility to pay directly, unless Payor has made prior arrangements with Servicer. Attach tax statement that confirms tax payments are current. Servicer will not set up a tax impound account if any tax payments are delinquent.
- Other** (check if applicable)  
Home Owner’s Association (Home Owners Association statement must be attached)  
Other \_\_\_\_\_ (Appropriate documents must be attached)

Servicer will complete an analysis of impounds to determine monthly impound payment and add to monthly principal and interest payment installment. If necessary, Payor agrees to pay to Servicer a deposit to establish reserve account. Servicer will determine the amount required for deposit or adjust the impound payment amount accordingly when completing the initial impound analysis.

Servicer will complete an annual analysis of impounds and adjust the monthly impound payment accordingly. Payor agrees to pay to Servicer an annual Impound Account Analysis Fee for Servicer’s annual impound account analysis. Fees will be charged in accordance with Servicer’s published Fee Schedule and may be collected from any impound account overage or billed to Payor. Fees are subject to change with thirty (30) days’ written notice to parties.

The Impound Account Setup Fee will be paid by:

- Payor**
- Payee**
- Split**

The monthly servicing fee for maintaining the impound account will be paid by:

- Payor**
- Payee**
- Split**

I agree to be bound by Servicer’s terms and conditions attached to the Account Servicing Agreement.

\_\_\_\_\_  
Payee/Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Payor/Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Payee/Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Payor/Purchaser

\_\_\_\_\_  
Date



# Prior Lien Addendum (Underlying Loan)

Payee and Payor understand that the property Payor is purchasing from Payee is subject to the following existing lien(s), which remain(s) the obligation of Payee.

Prior/Underlying Lienholder A Information	Prior/Underlying Lienholder B Information (if applicable)
Lender Name _____	Lender Name _____
Address _____	Address _____
City _____ State _____ Zip _____	City _____ State _____ Zip _____
Name of Borrower on Loan _____	Name of Borrower on Loan _____
P&I Payment: \$ _____	P&I Payment: \$ _____
Impound Payment: \$ _____ Loan Number _____	Impound Payment: \$ _____ Loan Number _____
<b>Total Payment: \$ _____</b>	<b>Total Payment: \$ _____</b>
<b>*Please attach a copy the most recent statement/coupon from the Lienholder for each Lien being serviced – required for setup*</b>	

Servicer is hereby irrevocably authorized and directed to disburse the principal and interest payment, plus applicable reserve funds and fees on the prior lien(s) from the monthly installments received from Payor as stated above. Payee is responsible for immediately providing all status information concerning prior lien(s) to Servicer.

**Payor and Payee agree that any prepayments or balloon payments remitted by Payor shall be disbursed as follows:**

- All to the prior lienholder
- To the prior lienholder on the same percentage basis as regular installments are made
- All to Payee

Upon payment in full of this account, Servicer will require payoff statement(s) from the prior lienholder(s) and disburse available funds first to the prior lienholder(s) up to the amount required to pay off the prior lien(s). Any unpaid balance due on the prior lien(s) shall be the responsibility of Payee.

- Wrap (Payee receives a portion of the payment)**
- Exact Wrap (100% of payment to prior lien(s))**  
By checking this box, the parties to this Agreement agree that the unpaid principal balance due under their Agreement shall remain identical to the unpaid balance(s) of the prior lien(s) identified above. No running balance shall be maintained by Servicer on this account. Any status information on the prior lien(s) must be obtained directly from the holder of the prior lien(s) by Payee on this account for the benefit of Payor on this account, including annual interest figures and tax information. The prior lienholder’s figures shall always prevail.
- Impound Account**  
By checking this box, the parties to this Agreement agree that prior lienholder  A or  B is impounding for taxes and/or insurance. In addition to the regular installments, Payor shall pay to Servicer an amount equal to the sum required to be paid into the reserve account held by the prior lienholder. Payee agrees to immediately forward to Service Provider any statements received in connection with the administration of the impound account from the prior lienholder. Should Payee receive any adjustment or refund upon payment in full from said account, then Payee will cause Payor to receive a like refund. Servicer is not responsible to secure any portion of any refund for Payor or Payee.

The Parties agree that upon payment in full of any prior lien(s) whereunder that lienholder was impounding for taxes and/or insurance, the Parties will pay taxes and/or insurance directly or will contact Servicer to establish tax and/or insurance reserves.

**Servicer is specifically instructed not to accept partial payments.**

I agree to be bound by Servicer’s terms and conditions attached to the Account Servicing Agreement.

Payee/Seller	Date	Payor/Purchaser	Date
Payee/Seller	Date	Payor/Purchaser	Date



## Additional Parties

<b>Personal Information</b>		<b>Payee</b> <input type="checkbox"/>	<b>Payor</b> <input type="checkbox"/>
Last Name (Company)	First Name	SSN	Disbursement %
Mailing Address	City	State	Zip
Phone Number(s)	Email Address		

<b>Personal Information</b>		<b>Payee</b> <input type="checkbox"/>	<b>Payor</b> <input type="checkbox"/>
Last Name (Company)	First Name	SSN	Disbursement %
Mailing Address	City	State	Zip
Phone Number(s)	Email Address		

<b>Personal Information</b>		<b>Payee</b> <input type="checkbox"/>	<b>Payor</b> <input type="checkbox"/>
Last Name (Company)	First Name	SSN	Disbursement %
Mailing Address	City	State	Zip
Phone Number(s)	Email Address		

<b>Personal Information</b>		<b>Payee</b> <input type="checkbox"/>	<b>Payor</b> <input type="checkbox"/>
Last Name (Company)	First Name	SSN	Disbursement %
Mailing Address	City	State	Zip
Phone Number(s)	Email Address		

<b>Personal Information</b>		<b>Payee</b> <input type="checkbox"/>	<b>Payor</b> <input type="checkbox"/>
Last Name (Company)	First Name	SSN	Disbursement %
Mailing Address	City	State	Zip
Phone Number(s)	Email Address		



# Automatic Withdrawal Authorization

## AUTHORIZATION AGREEMENT FOR EVERGREEN NOTE SERVICING TO INITIATE AUTOMATIC CLEARING HOUSE (ACH) DEBITS

I authorize Evergreen Note Servicing to initiate Automatic Clearing House (ACH) debits from my designated bank account at the financial institution identified below. I authorize Evergreen Note Servicing to debit my designated bank account according to the schedule of debits provided to Evergreen Note Servicing by me or on my behalf or as otherwise provided by agreement. I understand that debits will be withdrawn on the due date unless otherwise indicated and that sufficient funds must be available in my designated account two (2) business days prior to the actual date of the debit (if the due date falls on a weekend or holiday, funds will be withdrawn and credited on the following business day). Evergreen Note Servicing may adjust the amount being debited from designated bank account to reflect changes/other provision of my contract, though balloon payments will not be withdrawn from the account. This authorization is to remain in force until the schedule of debits is completed or until Evergreen Note Servicing has received written notification from me of a change or termination allowing no fewer than five (5) business days for Evergreen Note Servicing to act. Evergreen Note Servicing may discontinue this service at its discretion after providing written notification thirty (30) days in advance or immediately upon receiving notification of a returned/rejected payment from my bank. Evergreen Note Servicing shall not be required to provide advanced notice when advanced notice is impossible. Evergreen Note Servicing is not liable to any person for not completing a transaction as a result of any limit on my designated bank account, or if a financial institution fails to honor any debit from such account. I understand that it is my responsibility to notify Evergreen Note Servicing immediately if a scheduled debit does not occur. I authorize Evergreen Note Servicing to recover funds in the event of an error or in the event that a prior debit is returned for any reason, including non-sufficient funds.

Evergreen Account Number: \_\_\_\_\_

Payor Name: \_\_\_\_\_

Debit Monthly Beginning: \_\_\_\_/\_\_\_\_/\_\_\_\_

Bank Name \_\_\_\_\_ Bank Telephone # \_\_\_\_\_

Bank Address \_\_\_\_\_

Bank Routing # \_\_\_\_\_ Bank Account No. \_\_\_\_\_

Type of Account:  Checking  Savings      Optional: Additional principal to be regularly debited \$ \_\_\_\_\_

Payor Signature \_\_\_\_\_ Date \_\_\_\_\_

Payor Signature \_\_\_\_\_ Date \_\_\_\_\_

Payor Phone \_\_\_\_\_ Payor Email \_\_\_\_\_

Bank Account Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

Bank Account Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

Bank Account Owner Phone \_\_\_\_\_

Signatures are required from all Evergreen account Payors. Signatures from all bank account owners are also required, if the bank account to be debited is not owned by the Evergreen account Payors

When returning this agreement, **please include a voided check to ensure accuracy.**



# Automatic Deposit Authorization

## AUTHORIZATION AGREEMENT FOR EVERGREEN NOTE SERVICING TO INITIATE AUTOMATIC CLEARING HOUSE (ACH) CREDITS

I authorize Evergreen Note Servicing to initiate Automatic Clearing House (ACH) credits to my designated bank account at the financial institution identified below. This authorization pertains to my Contract Collection/Escrow Account and the schedule of payments described in the contract. I understand that there is a transit time of two (2) business days for the transfer of funds from Evergreen Note Servicing to the financial institution (if the date falls on a weekend or holiday, funds will be credited the following business day). This authorization is to remain in force until the schedule of payments is completed or until Evergreen Note Servicing has received written notification from me of a change or termination allowing no fewer than five (5) days for Evergreen Note Servicing to act. Evergreen Note Servicing may discontinue this service at its discretion after providing written notification thirty (30) days in advance or immediately upon credit return from my bank. Evergreen Note Servicing shall not be required to provide advanced notice when advanced notice is impossible. I authorize Evergreen Note Servicing to recover funds in the event of an error or in the event that the Account Payer's funds are returned for any reason, including non-sufficient funds. I authorize Evergreen Note Servicing to release to the financial institution information that may be required to recover any erroneous funds transfers.

Evergreen Account Number: \_\_\_\_\_

Payee Name: \_\_\_\_\_

Month ACH Credit to start: \_\_\_\_\_

Bank Name \_\_\_\_\_ Bank Telephone # \_\_\_\_\_

Bank Address \_\_\_\_\_

Bank Routing # \_\_\_\_\_ Bank Account No. \_\_\_\_\_

Type of Account:  Checking  Savings

Payee Signature \_\_\_\_\_ Date \_\_\_\_\_

Payee Signature \_\_\_\_\_ Date \_\_\_\_\_

Payee Phone \_\_\_\_\_ Payee Email \_\_\_\_\_

Bank Account Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

Bank Account Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

Bank Account Owner Phone \_\_\_\_\_

Signatures are required from all Evergreen account Payees. Signatures from all bank account owners are also required, if the bank account to be credited is not owned by the Evergreen account Payees.

When returning this agreement, **please include a voided check to ensure accuracy.**