



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

ACCOUNT AUTHORIZATION

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