

«f80»

BORROWER INFORMATION STATEMENT

Loan Number:

Date:

The following information is required to assist us in collecting the payments from your borrower. Please complete the form as accurately as possible.

Borrower's Name:

Co-Borrower's Name:

Mailing Address:

Home Number:

Borrower's Work Number:

Borrower's Employer:

Co-Borrower's Work Number:

Co-Borrower's Employer:

Borrower's SSN or Tax Id: Co

Borrower's SSN or Tax Id:

Dear Borrower(s),

Please review the above information for accuracy. If any of the information contained in this form is incorrect, please make the necessary changes or additions and sign below. Please return this form to us in the provided envelope as soon as possible. Your cooperation is most appreciated.

Date: _____

INVESTOR DATA

Our Investor Number:

FULL NAME(S):

VESTING:

SSN OR TAX ID:

HOME PHONE

OTHER PHONE:

MAILING ADDRESS:

MAIL CHECKS TO;

DATE:

Signature of Beneficiary

Signature of Beneficiary

SERVICE AGREEMENT

File Number: _____

RE Date of note

Recording Date:

Borrower:

Property:

County:

Principal Balance:

The undersigned LENDER hereby appoints «f80» (hereinafter referred to as AGENT) to service the above referenced loan. The LENDER further delivers herewith to AGENT all original documents pertaining to the servicing, collection, and enforcement of any rights or duties which LENDER may have under the note and deed of trust to facilitate servicing, LENDER hereby charges AGENT with the responsibility of holding the original note in trust in LENDER'S behalf so that AGENT can act on behalf of the LENDER.

BASICALLY AGENT SHALL

Collect and distribute payments as called for in the note.

Track fire and other insurance coverage as required by the LENDER.

Provide certain notices as required by law, including balloon payment notices, demands for payoff, beneficiary statements, and other such notices as are described below.

Provide mortgage interest statements to both borrower and lender.

WITHOUT FIRST OBTAINING ADDITIONAL WRITTEN AUTHORIZATION AND INSTRUCTION FROM LENDER, AGENT SHALL NOT:

Incur any costs or expenses that LENDER is or may become liable to pay.

Allow loan assumptions, retain attorneys, commence and defend litigation, initiate foreclosure proceedings, make claims on applicable insurance policies, or appoint and discharge agents.

SPECIFICALLY, the note is to be serviced by AGENT in accordance with the following terms and conditions:

AGENT is hereby granted the power and authority by the undersigned LENDER to: exercise, do, or perform any act, right, power, duty, or obligations whatsoever that I/we now have or may acquire the right, power or capacity to exercise, do, or perform in connection with, arising out of or relating to that particular note secured by deed of trust as described above.

Specifically, AGENT is authorized to collect, receive, hold, and deposit funds received from the borrower on this account. AGENT is authorized to apply their utmost efforts to collect all payments when due and to distribute payments to an address supplied by LENDER. Payments received on behalf of the LENDER will be immediately deposited into a trust account in accordance with the provisions of law and rule for trust accounts of licensed Real Estate Brokers, {Corporation Commissioner's Ruling #260.10S.30(j)(2)} and will be forwarded to LENDER not later than twenty five (25) business days from the date received.

AGENT is to deduct from the proceeds received from the borrower, the monthly service fee of 1.0% per annum (payable monthly) based on the principal balance of the loan. LENDER and AGENT are to split all late charges that are due and collected 50/50 and LENDER is entitled to all prepayment penalties that may be collected.

Furthermore, AGENT is specifically authorized to sign, endorse, execute, acknowledge, deliver, receive, possess, and record such applications contracts, checks, agreements, loan documents, loan assumption documents, options, covenants, conveyances insurance policies, receipts, demands for payoff, beneficiary's statements, foreclosure documents and such other instruments in writing of whatever kind and nature as may be necessary or proper to the exercise of the rights and powers granted herein.

A copy of any demand to be submitted to any escrow in which a payoff of the loan described herein is anticipated shall first be submitted to LENDER for approval. LENDER shall read and approve said copy and return it to AGENT prior to said original demand being released to the escrow. LENDER acknowledges that requests for demand for payoff must be provided to escrow within 21 days from request and hereby agrees to promptly return said read and approved copy to AGENT, A copy of this service agreement (being a photocopy of the signature(s) of the undersigned) may be submitted to any such escrow and may be construed to be my/our approval and authorization to escrow that the proceeds from the payoff of the subject loan are to be made payable to AGENT and no additional instructions will be required from LENDER.

If the source of any payment received by AGENT is known by AGENT to be another other than the maker of the note, AGENT will inform the LENDER of such payment. Such notification may be in the form of a notation on the LENDER'S disbursement check,

AGENT is instructed to track appropriate fire, hazard, and other applicable insurance coverage as may be required by LENDER and to inform LENDER of the lack of any such coverage. AGENT shall accept the written instruction from LENDER regarding replacement coverage and/or payment of the necessary premiums to keep existing coverage in full force and effect, AGENT shall further exercise their utmost efforts to obtain the borrower's compliance with LENDER'S insurance requirements,

AGENT is instructed to request Notice of Default of prior encumbrances pursuant to Section 2924 (b) of the Civil Code. AGENT shall notify LENDER of any such default and accept written authorization and instruction from LENDER for curing any such default.

If an interest in the note is issued in accordance with the Commissioner of Corporations Rule 260.105,30, the LENDER agrees that the holder of fifty percent (50%) or more beneficial interest in the note may determine and direct the actions to be taken on the direction or approval of the holders. Furthermore, if this loan is a fractionalized note, the LENDERS shall appoint a spokesperson to coordinate collection and enforcement of the note with AGENT. AGENT shall not perform any of the following acts without first obtaining written instruction from the spokesperson and subsequent read and approved copies of those written instructions from all remaining LENDERS on the note: approve loan assumptions; appoint or discharge agents; retain attorneys; claim, collect, hold, or pay proceeds of any applicable insurance policies; commence or defend litigation; or initiate foreclosure proceedings.

LENDER understands and acknowledges that from time to time it may be necessary in the event of a default by the borrower under the note to advance costs and expenses necessary to protect the security interest of LENDER. Examples of such advances include fire insurance premiums, interest and principal payments on senior encumbrances, property taxes, and attorney fees. Other advances than those listed above may also become necessary depending upon the circumstances surrounding the default of the

borrower. AGENT shall inform LENDER within five (3) days of receipt of notification that such an advance will be required. Said notice shall be in writing and shall include the purpose and nature of the required advance, the amount of such advance, the name of the person or entity to whom payment is to be made, and when payment is required. LENDER shall accrue interest on any advances necessary to protect the security of their investment at the then legal interest rate or as called for in the promissory note. LENDER shall be responsible for the maintenance of records pertaining to the advances made and the date of said advances; and, for notifying AGENT that advances have been made, and instructing AGENT to collect those advances including Interest thereon.

If this loan is a fractionalized loan, each LENDER blunder agrees to pay in a timely manner their proportionate share of any advances or expenses that may be required. Furthermore, the appointed spokesperson or other LENDER as so appointed by the majority of the LENDERS, shall coordinate with all of the LENDERS for timely payment of the necessary advances and expenses. AGENT may later agree to coordinate this effort upon the written consent and direction from all LENDERS hereto, if it becomes necessary, for an additional fee of 5% of the principal amount of any such advances.

AGENT shall in no way be responsible for the payment of any advances necessary to protect the security of the note and perform the loan services, including but not limited to: payment of taxes, debt service on an obligation, insurance premiums, attorney fees, and costs of foreclosure. AGENT may act as agent for other Trust Deeds on the same property.

LENDER shall hold harmless AGENT from any and all loss and expenses including attorney fees and court costs sustained by reason of any action, legal or otherwise, which may in anyway arise as a result of this transaction.

AGENTS exercise of any of the powers contained herein shall not be deemed an express or implicit representation agreement warranty, or other such promise that AGENT agrees to do any of the following; guarantee the note or contract against loss at any time; guarantee that payments of principal and/or interest will be paid in conformity with the terms of the note or contract; assume any payments necessary to protect the security of the note or contract; pay with AGENTS own funds any interest or premium for a period prior to actual purchase and delivery of the note or contract; or purchase or repurchase the note or contract.

Any controversy, dispute, or claim arising out of or relating to this Service Agreement, or the making, performance or interpretation of it, shall be settled by binding arbitration in the County of Santa Cruz under commercial arbitration rules in accordance with Part III, Title 9 of the California Code of Civil Procedure then existing, and judgment on the arbitration award shall be entered in any court having jurisdiction over the subject matter of the controversy. Arbitrators shall be persons experienced in lender servicing agreements as agreed by the parties thereto and if the parties are unable to agree as appointed by the Presiding Judge of the Superior Court for the

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The rights, powers, and authority of AGENT to exercise any and all rights and powers herein granted shall commence and be in full force and effect immediately and such rights, powers, and authority shall remain in lull force and effect thereafter: 1) until reconveyance of said obligation; 2) upon completion of a foreclosure sale of the property; or 3) upon termination of this agreement. This agreement may be terminated in one of the following ways: 1) by AGENT, in writing, not less than 30 days prior to the effective date of the termination; 2) by LENDER, in writing, not less than 10 days prior to the effective date of the termination and upon payment of any outstanding service fees and/or late charges or other amounts due to AGENT. LENDER'S written notice of termination of this agreement shall include the name and address of the new servicing agent or other party which AGENT is to forward the original Promissory Note and Deed of Trust upon payment of any outstanding service fees owed. AGENT shall retain the remainder of AGENTS file for a period of not less than three years from the effective date of the termination.

The undersigned LENDER hereby acknowledges that they have read the above and understand and agree to the contents set forth hereinabove. The undersigned further acknowledges receipt of a copy hereof.

DATE: _____

Signature of Lender

Signature of Lender

Accepted by:
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(signature of broker or broker's representative)