

Mortgage+Care

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Please contact us at (800)481-2708 or www.mortcare.com for a list of mergeable documents.

«f80»

«f81»

«f82», «f83»

LENDER'S ESCROW INSTRUCTIONS

ESCROW NUMBER: «f48»

TO: «f80», (not a public escrow service)

I/We hand you herewith the sum of \$«f29» made payable to «f80», which you are authorized to deposit into your escrow trust account. In the event of escrow cancellation, you are instructed to return all funds to whomever delivered them to you.

You are hereby authorized to disburse said funds when you are in a position to hold for my/our benefit the following documents:

1. Promissory note in the amount of this loan; Deed of Trust securing said Note to be recorded; Request for Notice of Default, to be recorded, if applicable.
2. Policy of title insurance in the amount of this loan insuring that this Deed of Trust is subject only to taxes, assessments not delinquent, covenants, conditions, and restrictions, easements, and senior liens with unpaid principal balances not to exceed \$«f20».
3. Evidence of fire insurance naming servicing agent as loss payee, if applicable.

Receipt is hereby acknowledged of the following documents in connection with this loan:

- a. Appraisal Report
- b. Trust Deed Investment Bulletin
- c. Service Agreement
- d. Lender's Escrow Instructions
- e. Three Page Lender/Purchaser Disclosure Statement
- f. Multi-Lender Addendum
- g. Special Power of Attorney
- h. _____
- i. _____
- j. _____

Please place your initials next to either one of the following, whichever is true:

_____ My investment in this transaction does not exceed 10% of my net worth exclusive of home, furnishings, and automobiles.

_____ My investment in this transaction does not exceed 10% of my adjusted gross income for Federal Income Tax purposes for my last tax year, or in the alternative, as estimated for the current year.

Each of the undersigned represents that they are bonafide California residents and understands that «f80» in reliance on the foregoing representations, will proceed to arrange the loan described herein. «f80» conducts a broker-controlled escrow.

The terms and conditions of "GENERAL INSTRUCTIONS" set forth on the reverse hereof are hereby incorporated herein by this reference as though fully set forth herein.

TITLE TO BE VESTED AS FOLLOWS:«f204»

FEDERAL TAX ID OR SSN:«f233»

DATE: «f3»

x _____

x _____

«f80»
«f81»
«f82», «f83»
«f84»

GENERAL INSTRUCTIONS

1. In consideration of you acting as escrow holder herein, it is agreed that you shall in no case or event be liable for the failure of any of the conditions of this escrow or damage caused by the exercise of your discretion in any particular manner, or for any other reason with reference to the said escrow, and you shall not be liable or responsible for your failure to ascertain the terms or conditions, or to comply with any of the provisions of any agreement, contract, or other document filed herewith or referred to herein, nor shall you be liable or responsible for forgeries or false personations, incapacity of parties to this escrow or false verifications or affidavits.
2. If conflicting demands are made or notice served upon you or legal action is taken in connection with this escrow you shall not be required to determine the same or take any action in the premises, but may withhold and stop all further proceedings without liability therefor, or you may file suit in interpleader or for declaratory relief. If you are required to respond to any legal summons or proceedings or if any action of interpleader or declaratory relief is brought by you, we jointly and severally agree to pay all costs, expenses, and attorney's fees, and court costs sustained by reason of any action, legal or otherwise, which may in any way arise out of this escrow, before or after closing of escrow.
3. NO NOTICE, DEMAND, OR CHANGE OF INSTRUCTIONS SHALL BE OF ANY EFFECT IN THIS ESCROW UNLESS GIVEN IN WRITING BY THE PARTIES AFFECTED THEREBY.
4. The expression "close of escrow" as written in these instructions shall mean the date instruments are filed for record or registration, or date the majority of funds are disbursed, whichever is earlier.
5. Execution of any documents shall constitute the approval of the form and contents thereof, as though fully provided for in the Escrow Instructions.
6. You are instructed to obtain the legal description of real property to be described in the security from any title company or other competent source from information furnished by the borrower, and insert said description in the security; insert Lender's name and manner of vesting in the original note and security. You may insert Lender's name and information for Request for Notice; and the power of attorney which you are authorized to record subsequent to the execution thereof.
7. You may record the Deed of Trust immediately upon acceptance of same by lender, without obligation to disburse any funds until such time as all of the conditions of this escrow have been duly met. To expedite the closing of this escrow, you are authorized to record loan security papers and to disburse funds in accordance with this escrow without procuring releases, satisfactions, or reconveyance of prior encumbrances and the obtaining of a title policy provided that you impound a reasonable sum for full payment of such prior encumbrances pending receipt and recordation of said releases, satisfactions, or reconveyance.
8. You are hereby authorized to destroy any and all papers and documents which you have in your possession pertaining to this escrow or the loan herein involved at any time after 5 years from the date of this escrow, without further notice.
9. In the event the conditions of this escrow have not been complied with on or before 60 days from the date of execution hereof, you are instructed to complete the same at the earliest possible date thereafter. If escrow is canceled, you are authorized to return all funds to lender(s) without further instructions.
10. «f80» the negotiating broker, is authorized to and will deposit in this escrow, a copy, signed by the borrower of the Broker's Loan Statement and Agency Agreement which borrower has executed in connection with this loan, and you are authorized and instructed in addition to paying existing charges, liens, judgments, encumbrances, and delinquencies, as above provided, to make disbursements to the creditors listed on said Broker's Loan Statement and/or any similar instructions to pay creditors. You are also authorized to pay costs, expenses, bonuses, brokerage and commissions as shown on said Broker's Loan Statement and/or Agency Agreement to procure the items enumerated thereon.
11. By executing these instructions, I/we acknowledge that I/we have not relied upon any oral agreement or representations not contained herein concerning this loan. These escrow instructions may be altered, amended, or changed only by a written instrument executed by all parties hereto.
12. All disbursements out of this escrow shall be made by check on «f80» Escrow Trust Account.
13. All adjustments and/or calculations are to be made on the basis of a 30-day month.