Mortgage + Care

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«f80»«f81»
«f82», «f83»

SERVICE AGREEMENT

Escrow Number: «f48»

The undersigned (LENDER) hereby irrevocably appoints «f80» (AGENT) to service this loan for it's life. The LENDER further delivers herewith to AGENT all original documents pertaining to the servicing, collections, and enforcement of any rights or duties which LENDER may have under the note and deed of trust along with a Special Power of Attorney to facilitate servicing. The Special Power of Attorney is by this reference fully incorporated herein and made a part of this Agreement.

In addition to the powers granted in the Special Power of Attorney, the Note is to be serviced in accordance with the following additional terms and conditions:

AGENT is authorized to apply their utmost efforts to collect all payments due and to forward 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, and will be forwarded to LENDER not later than 10 days after they have been received.

If the source of the payment is known by AGENT to be another other than the maker of the note, AGENT will inform LENDER of the source of such payment.

AGENT is instructed to request Notice of Default of prior encumbrances pursuant to Section 2924(b) of the Civil Code and to notify LENDER of 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 behalf of all holders in the event of default or with respect to other matters requiring the direction or approval of the holders, the 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.

AGENT is authorized to make advances of sums 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, and costs of foreclosure, all of which LENDER shall reimburse to AGENT on demand, and as to which AGENT may apply funds received from the borrower on account. If any such advance is made, AGENT shall notify LENDER, in writing, not more than ten (10) days after making such payment of the date, the amount, the name of the person to whom payment was made, the reason for making the payment, and that the source of the payment was AGENT'S general funds.

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's fees and court costs sustained by reason of any action, legal or otherwise, which may in any way arise as a result of this transaction.

AGENT is to deduct from the proceeds received from the borrower, the monthly service fee as indicated on the reverse hereof. AGENT is additionally entitled to any assumption fees that may be collected. Late charges are to be split 60% to LENDER and 40% to AGENT. Prepayment penalties (if any) are to be split 50% to the LENDER and 50% to the AGENT.

I/We HEREBY AGREE TO THE ABOVE TERMS AND CONDITIONS OF THIS AGREEMENT AND ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

DATE:		
«f38» - (lender	r)	_
Accepted by:	, (1 90),	
	«f80» (broker or representative)	