

# Mortgage+Care

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## LENDERS ESCROW INSTRUCTIONS

Reference No: Escrow No. «f48»

Trustor(s) «f5» «f6» «f7» «f8»

Trustor(s) «f10» «f11» «f12»

Principal Amount of Loan \$«f20»

Said loan to be secured by a «f65» Deed of Trust

Amount of Investment \$«f42»

Beneficial (Ownership) Interest «f43»%

To: «f80» ("COMPANY")

The undersigned ("THE LENDER") hereby approves and agrees upon all of the terms and provisions of the BORROWER's ESCROW INSTRUCTIONS with respect to this escrow, including but not limited to the arbitration agreement, a copy of which is attached hereto.

Prior to the close of escrow, THE LENDER agrees to deposit the sum of \$ «f42», representing a «f43» % beneficial interest in the above referenced transaction, to COMPANY'S Escrow Trust Account, which sum this escrow is authorized to disburse to the borrower or borrowers ("THE BORROWER") or at THE BORROWER'S order, when all sums required by this escrow have been deposited, and when you hold in trust for THE LENDER the original promissory note and deed of trust described in the attached instructions designating THE LENDER as beneficiary(s) to a «f43» % undivided interest of the note and deed of trust, the priority of which will be insured by a policy of title insurance and will be subject only to the following (applicable item(s) checked):

- A loan secured by a first deed of trust of record with an unpaid balance of approximately \$ «f147».
- A loan secured by a second deed of trust of record with an unpaid balance of approximately \$ «f148».
- A loan secured by a third deed of trust of record with an unpaid balance of approximately \$ «f149».
- A loan secured by a fourth deed of trust of record with an unpaid balance of approximately \$ «f150».

THE LENDER hereby authorizes the delivery to, and retention of, the ORIGINAL NOTE and ORIGINAL DEED OF TRUST, by COMPANY, the LENDER'S servicing agent. THE LENDER acknowledges that COMPANY is safekeeping the aforementioned documents as agent for THE LENDER and the remaining beneficiary(s), whose names(s), vesting and beneficial interest in the above referenced transaction is as stated on the attached Exhibit A, entitled LENDER IDENTIFICATION FOR MULTIPLE LOAN TRANSACTION.

RECITAL OF FACTS RELATIVE TO MULTIPLE LENDER TRANSACTIONS - OF NO CONCERN TO THIS ESCROW. The note or interests of the lenders are identical in their underlying terms proportionate to the face or principal amount held by them, including the right to direct or require foreclosure, rights to and rate of interest, and other incidents of being a lender and the sale to each lender shall be upon the same terms, subject to adjustment for interest earned or accrued. The interest of each lender shall be recorded.

A default upon any interest in the note shall constitute a default upon all interests. A majority in interest of lenders may determine and direct the actions to be taken on behalf of all lenders in the event of a default or with respect to other matters requiring the direction or approval of lenders.

At the close of escrow forward to THE LENDER, at the address indicated below, copies of the original note, deed of trust, special request for notice, fire insurance endorsement or policy, and original policy of title insurance showing THE LENDER, and THE LENDER'S beneficial interest in the subject loan, as well as the other beneficiary(s) and their beneficial interest in the subject transaction.

The undersigned represent that all payees and vestees of the Note and Deed of Trust are bona fide California residents and understand that the Note and Deed of Trust may not be transferred to non-California residents.

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«f38» - Lender(s)/Date

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«f39» - Lender(s)/Date

«f40» «f41»

YOUR VESTING ON THE SUBJECT TRANSACTION WILL READ AS FOLLOWS (IF THERE IS A CHANGE OF VESTING, PLEASE NOTIFY COMPANY IMMEDIATELY UPON RECEIPT OF THESE INSTRUCTIONS.)

«f200» «f201» «f202» «f203»

PLEASE SIGN THESE INSTRUCTIONS - RETURN THE ORIGINAL IN THE POSTAGE PAID ENVELOPE ENCLOSED.  
(KEEP A COPY FOR YOUR FILES)