

Mortgage+Care

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«f80»

«f81»

«f82», «f83»

BORROWER'S LOAN ESCROW INSTRUCTIONS

ESCROW NUMBER:«f48»

DATE:«f3»

TO: «f80», as Escrow Holder (not a Public Escrow Service)

I/We will hand you a Deed of Trust securing a Promissory Note for \$«f20» dated «f29» with interest to accrue from the close of escrow at the rate of «f22»% per annum: [] interest [] interest and principal payable in installments of \$«f24» on the same day of each calendar month, beginning approximately thirty (30) days from the close of escrow and continuing for approximately «f26» months thereafter, at which time, all sums of principal and interest thereon shall be fully due and payable; together with any additional instruments and funds necessary to enable you to comply with these instructions, all of which you are authorized to deliver, provided, on or before sixty (60) days from the date above, you hold for the Maker of said Note the principal amount as set out above, and you are in a position to procure for the Lender's benefit [] a CLTA [] an ALTA policy of title insurance of not less than the principal amount of the loan on the following described real property in the State of California, County of «f63», commonly known as «f18», «f19» (APN:«f59»).

Subject only to:

1. First half Second half general and special taxes for the fiscal year 20____ to 20_____.
2. Covenants, conditions, restrictions, rights of way, easements, and existing homesteads, as shown on the Preliminary Title Report #_____ issued by_____.
3. Assessments and bonds, not delinquent.
4. Request(s) for Notice of default in favor of «f80» on existing [] first [] and second [] _____ Deeds of trust.
5. Existing Deed(s) of trust in favor of_____.

You are authorized to insert in the Promissory Note the date of the first payment, maturity date as per these instructions, Payee's names, and date interest is to accrue from, subsequent to execution thereof by the undersigned.

Borrower's execution of herein referenced Note and Deed of Trust shall constitute their approval of terms and conditions and no further approval shall be necessary.

I/We understand that this Note is secured by a Deed of Trust on my/our property to «f80», a California corporation, and TRUSTEE. I/We agree to perform and pay for all matters required of me/us by the Deed of Trust, and understand that the usual Reconveyance, recording, and forwarding fees, will be charged when the obligation has been paid in full and that I/We may incur substantial costs and expenses should it become necessary to commence default proceedings.

You will confirm unpaid balance(s) of senior trust deed(s) which I/We represent to be \$_____ by ordering beneficiary's statement(s) or by other means at your option. You will record executed Requests for notice if applicable and order necessary demands.

Upon close of escrow, you are hereby authorized to pay the following out of the proceeds of said Loan, or additional funds furnished by me/us: (1) Any and all delinquencies under existing encumbrances necessary to bring same to a current status; (2) Any and all taxes, assessments, bonds, and/or encumbrances of record to show title as called for; (3) Commissions to «f80», and all costs and expenses per the Mortgage Loan Disclosure Statement and/or separate agreement; (4) Unearned interest from the date of close of escrow to a date which is one month prior to the first payment required by the Promissory Note; (5) Tax service, if required; and (6)

I/We are handing you fire and hazard insurance in the amount of at least \$«f56» covering property herein described with extended coverage and with loss payable clause in favor of «f80», and/or assignees. In the event I/we fail to provide coverage through any agent or broker, you may select and pay the premiums therefor, and deduct the same from funds accruing to me/us.

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. THE FOREGOING TERMS, CONDITIONS, AND INSTRUCTIONS HAVE BEEN READ AND ARE UNDERSTOOD AND AGREED TO BY ALL OF THE UNDERSIGNED. WE DO HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THESE INSTRUCTIONS.

DATE:«f3» _____

Mailing Address:«f81» «f82» «f83»

Phone :«f84»

«f80»
«f81»
«f82», «f83»

Borrower: «f5» «f6» «f7»
«f10» «f11» «f12»

Lender: «f80»
«f81»
«f82», «f83»

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 attorneys' 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 it 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.