

<<f80>>

<<f81>>

<<f82>>, <<f83>>

AGREEMENT TO PROCURE A LOAN & LENDER-BORROWER ESCROW INSTRUCTIONS

This agreement and instructions (together, the "AGREEMENT") is entered into on <<f29>> between <<f80>> ("COMPANY"), <<f81>>, <<f82>>, <<f83>> and <<f5>> <<f6>> <<f7>> <<f8>> <<f10>> <<f11>> <<f12>> <<f450>> <<f451>> the undersigned borrower(s) (together, the "BORROWER") and <<f38>> <<f39>> the undersigned lender(s) (together, the "LENDER").

PROPOSED LOAN

1.0 BORROWER promises to accept a loan of money from LENDER on terms set forth in this AGREEMENT, and any promissory note and deed(s) of trust signed by the BORROWER at the same time as this AGREEMENT (called the "LOAN"). The terms of the LOAN and the charges BORROWER will pay for the LOAN, if obtained, are disclosed in the Mortgage Loan Disclosure Statement (which may include a Good Faith Estimate under federal law) and other disclosures given by COMPANY to BORROWER. The LOAN will be secured by a <<f65>> priority trust deed lien on BORROWER'S real property or properties located at: <<f18>>, <<f19>> (together, the "PROPERTY"), junior to lien(s) in the approximate unpaid amount of \$<<f260>> (if the loan will be a first trust deed, insert "NONE").

1.1 For the purpose of determining BORROWER'S eligibility for credit and for collection of the LOAN, BORROWER gives COMPANY, LENDER and subsequent owners of the LOAN permission to obtain and exchange with each other and credit reporting agencies credit reports and credit information about BORROWER. A copy of this authorization shall have the same force as an original.

1.2 BORROWER promises to cooperate to obtain the LOAN by, among other things, signing necessary documents, supplemental instructions, instruments and disclosures consistent with the terms of the LOAN (collectively, "DOCUMENTS"), permitting access to the PROPERTY for appraisal and inspection, and promptly supplying information reasonably requested by COMPANY or LENDER.

1.3 LOAN approval is in the discretion of the LENDER. THIS AGREEMENT IS NOT A LOAN COMMITMENT UNTIL LENDER SIGNS THIS AGREEMENT, THEREBY ACKNOWLEDGING ITS COMMITMENT TO MAKE THE LOAN UNDER THE CONDITIONS OF THIS AGREEMENT.

1.4 COMPANY may obtain the LOAN from a private party, institutional lender such as a bank or insurance company; another licensed lender, a pension plan or a governmental entity. If the Mortgage Loan Disclosure Statement so indicates, COMPANY may become LENDER by making the LOAN, in whole or in part, with money it owns and controls.

1.5 If the LOAN cannot be made because BORROWER did not accurately disclose information requested by COMPANY or LENDER, such as all unpaid liens of record, or if BORROWER fails or refuses to take the LOAN when offered or if BORROWER otherwise breaches this AGREEMENT, BORROWER shall pay, upon presentation of a demand and accounting, the fees reasonably earned for services actually performed, the costs and expenses actually incurred by the COMPANY, as previously disclosed, as well as the COMPANY'S brokerage commission, unless otherwise restricted by law.

1.6 BORROWER shall provide COMPANY and LENDER with satisfactory proof of extended coverage fire/hazard insurance with a deductible of not more than \$ and (if the following is checked) floor insurance with a deductible of not less than \$, from a California admitted insurer, naming LENDER as a loss payee under a mortgage clause incorporating the 438BFU. The policy shall provide coverage equal to or exceeding the higher of the sum of the LOAN and any senior liens or _ actual cash value of all improvements on the PROPERTY; full replacement cost of all improvements on the PROPERTY; full replacement cost of all improvements on the PROPERTY with coverage for betterments, enhancements and building code/ordinance compliance.

DUAL AGENCY

2.0 BORROWER gives to COMPANY the exclusive rights to obtain the LOAN for BORROWER. The exclusive right begins on <<f29>> and ends on . COMPANY agrees to use its best efforts to obtain a LENDER who will execute this AGREEMENT and make the LOAN. COMPANY shall have no liability if it uses its best efforts but is unable to obtain a LENDER willing and able to make the LOAN; BORROWER'S liability in such event shall be limited to any previously paid appraisal and credit report fees.

2.1 COMPANY'S representation and agency with BORROWER shall completely end upon the later of: (a) expiration or other termination of this AGREEMENT or (b) completion of the LOAN, including the close of the loan escrow and the delivery of

all DOCUMENTS and funds BORROWER has instructed COMPANY to deliver.

2.2 BORROWER consents to COMPANY also representing the LENDER in this transaction, for such things as delivery of required disclosures and negotiation of LOAN terms. COMPANY may also represent LENDER in the later collection of the LOAN as well as serving as trustee under BORROWER'S deed of trust. COMPANY has no authority to make promises, representations or warranties for LENDER unless the same are set forth in writing signed by LENDER. COMPANY will also represent both BORROWER and LENDER as the parties' escrow agent to follow the joint escrow instructions in this AGREEMENT; however, COMPANY is not a licensed public escrow. COMPANY or its insurance affiliate is authorized to arrange or write insurance requested and authorized by BORROWER and receive compensation therefor. Both BORROWER and LENDER acknowledge that COMPANY'S dual representation of both BORROWER and LENDER creates a dual agency with conflicts of interest. Both parties consent to the dual agency and waive any conflicts of interests that may arise from the dual representation or dual agency.

BORROWER AND LENDER ESCROW INSTRUCTIONS

The following are instructions given by both BORROWER and LENDER to COMPANY, as escrow holder, in order to complete the LOAN:

3.1 BORROWER shall properly execute (as applicable) and conditionally deliver to COMPANY as escrow holder (check applicable): _ promissory note for the LOAN; _ deed(s) of trust on the PROPERTY; _ insurance DOCUMENTS complying with Paragraph 1.6; _ Request for Notice of Delinquencies; and _ other: .

3.2 LENDER shall properly execute (as applicable) and conditionally deliver to COMPANY as escrow holder (check applicable): _ money sufficient to make LOAN; _ LENDER's written approval of the items listed in Paragraph 3.1 and _ other: .

3.3 COMPANY as escrow holder shall close the escrow when all of the following have been accomplished or waived in writing by the party to be identified by completion of the condition: (a) COMPANY can procure a _ ALTA _ ALTA-R _ CLTA policy of title insurance securing the deed of trust for the LOAN to be in the priority set forth in Paragraph 1.0, subject to current real property taxes and covenants, conditions, restrictions and easements of record that do not impair the marketability of the PROPERTY; (b) BORROWER and LENDER have delivered all items listed in Paragraphs 3.1 and 3.2; (c) COMPANY has verified that the unpaid balance of all liens that will remain as liens on the PROPERTY are substantially as set forth in the Mortgage Loan Disclosure Statement and the Lender/Purchaser Disclosure Statement; (d) COMPANY has obtained statements, stubs or other reliable evidence of the amount owed on liens and other debts to be paid from the proceeds of the LOAN or remain senior to the LOAN; and (e) if the LOAN is subject to a three day right to cancel, such three days have passed without cancellation by the BORROWER.

3.4 At the close of escrow, COMPANY shall: (a) disburse the proceeds of the LOAN to obtain full reconveyances of any liens on the PROPERTY necessary to put the LOAN in the lien priority set forth in Paragraph 1.0; (b) disburse the proceeds of the LOAN for the fees, costs and expenses to the COMPANY and others as set forth in the Mortgage Loan Disclosure Statement, including interest from the close of escrow up to the date that is 30 days before BORROWER'S first loan payment, unless otherwise instructed; (c) disburse the proceeds of the LOAN in payment of other sums authorized by BORROWER in supplemental instructions, with the remaining proceeds disbursed to BORROWER; (d) retain the original promissory note as agent of the LENDER, unless otherwise instructed by LENDER, or unless there are multiple LENDERS, in which case, deliver it to the LENDER with the largest percentage ownership in the LOAN (unless they agree that a smaller owner may hold the promissory note); (e) record the deed(s) of trust for the LOAN and upon return from the recorder's office deliver it in the same manner as the promissory note; (f) transmit to senior lienholders any Request for Notice of Delinquencies delivered to the COMPANY; (g) procure and deliver to LENDER the title policy described in Paragraph 3.3(a); (h) request the reconveyance of liens paid from the proceeds of the LOAN; (i) provide LENDER with evidence of the fire or other insurance listed in Paragraph 1.6; (j) prepare and mail to LENDER and BORROWER a closing statement. In making disbursements, COMPANY is authorized to pay the exact amount of items previously estimated in writing to BORROWER, provided the exact amounts do not vary substantially from the estimated amounts.

3.5 COMPANY, as escrow holder, is authorized by LENDER and BORROWER to: (a) insert or attach to the deed(s) of trust executed by BORROWER the correct legal description of the PROPERTY as provided by the title insurer/underwritten agent that offers to provide title insurance; (b) insert the name of the LENDER, first payment date and maturity date in any promissory note, deed of trust or other DOCUMENT executed when such information was blank and provide BORROWER with a copy of the completed DOCUMENT before close of escrow; (c) at COMPANY'S option, deposit LOAN funds and DOCUMENTS with a licensed public escrow, title insurer, underwritten agent of a title insurer, bank, savings and loan or savings bank as part of a subescrow to facilitate this transaction and charge BORROWER for the cost thereof if disclosed in the Mortgage Loan Disclosure Statement or supplemental instructions executed by BORROWER.

3.6 COMPANY may either deliver by the United States Mail, First Class postage prepaid, or personally serve, all instruments, documents and funds due the BORROWER to the "Mailing Address" of the BORROWER, as set forth below.

3.7 Copies of all DOCUMENTS arising out of this escrow shall be maintained by the COMPANY for a period of not

less than 4 years after the date of the close of escrow, unless COMPANY is the servicing agent of the LENDER, in which case, the period shall run from the collection of all sums due LENDER or earlier termination of the servicing relationship.

3.8 COMPANY shall not be liable for the failure of any condition of this escrow, damage caused by the reasonable but erroneous exercise of discretion; failure to ascertain or comply with the provisions of any DOCUMENT delivered in escrow except for such incapacity of parties or false verifications of affidavits.

3.9 COMPANY is not required to determine controversies between parties or third persons or take any actions, but may at its option, seek or await settlement by arbitration or by an action in interpleader and/or for declaratory relief whether or not sought by COMPANY. All attorney's fees and court or other related costs, as determined by the court or arbitrator(s), shall be deducted from the LOAN funds which are held by COMPANY. During the pendency of arbitration or such judicial actions, COMPANY shall, unless otherwise instructed in writing by BORROWER and LENDER, transfer the LOAN funds in dispute into an interest bearing, segregated trust account complying with law. COMPANY shall not be liable for the payment of interest or for any damages, which may be suffered by either the BORROWER or LENDER as a result of the arbitration or such judicial actions, or as the result of the settlement, award or order of the arbitrator(s) or court.

3.10 This AGREEMENT may be amended only by subsequent writing executed by BORROWER and LENDER, except as to the disbursement of the balance of loan proceeds that would otherwise be disbursed to BORROWER, which may be amended by BORROWER alone.

3.11 This AGREEMENT may be executed in counterpart or signature pages, each of which shall be deemed an original and together which shall constitute the same agreement.

ARBITRATION OF DISPUTES

4.0 If the initials of BORROWER and LENDER appear below, all controversies or claims among or between the parties including BORROWER, LENDER, COMPANY, their respective officers, directors, agents, employees and assignees, arising out of or relating to the proposed LOAN, including but not limited to the arranging thereof, DOCUMENTS relating thereto, and the servicing and enforcement thereof, shall be determined by binding arbitration in accordance with applicable rules of the American Arbitration Association or Judicial Arbitration and Mediation Services, Inc. ("JAMS"), at the election of the party initiating arbitration. Judgment on the arbitrators' award may be entered in any court having jurisdiction. Without waiving a party's right to arbitration, any party may seek judicial relief to: (a) enforce the assignment of rents provision contained in the deed(s) of trust securing the LOAN, including the appointment of a receiver; (b) secure possession of the PROPERTY by an action for unlawful detainer; or (c) commence an action in interpleader for the sole purpose of resolving conflicting claims to funds or DOCUMENTS delivered in escrow. Any proceeding for judicial foreclosure shall not be subject to arbitration. The exercise of the power of sale contained in the deed of trust securing the LOAN, or the exercise of any private default remedies under the California Commercial Code shall not constitute a waiver of this Agreement nor shall they be deemed inconsistent with arbitration.

NOTICE: IF YOU INITIAL IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY A NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP YOUR RIGHT TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. YOU ARE ALSO GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY. NOTWITHSTANDING YOUR ELECTION TO ARBITRATE, YOU HAVE THE RIGHT TO CONTACT APPROPRIATE REGULATORY AGENCIES TO REGISTER A COMPLAINT ABOUT THE COMPANY OR THIS TRANSACTION.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

BORROWER AND LENDER: INITIAL ONLY IF YOU AGREE TO ARBITRATION:

initial initial initial initial

initial initial initial initial

DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE READ AND UNDERSTAND ALL OF THE INFORMATION ON IT. BORROWER AND LENDER ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

<f5> <f6> <f7> - Borrower/Date

<f10> <f11> <f12> - Borrower/Date

<f450> - Borrower/Date

<f451> - Borrower/Date

<f14> <f15> - Borrower's Mailing Address

COMPANY: <f80>, a California Corporation, Department of Real Estate License No: <f85>

By: _____

Its: _____

LENDER VESTING: <f200> <f201> <f202> <f203> <f459> <f460>

LENDER ADDRESS: <f40> <f41>

LENDER PERCENTAGE OWNERSHIP OF LOAN: <f43>%

LENDER SIGNATURE:

<f38> - Lender/Date

<f39> - Lender/Date

ESCROW-1.DOC