



Escrow Services, Inc.

Private Financing Specialists

SERVICE AGREEMENT MORTGAGE • DEED OF TRUST • CONTRACT

NOTE HOLDER'S INFORMATION (Owner/Mortgagee/Seller):

Name(s) _____

Address _____ City _____ State _____ Zip _____

Phone () _____ Soc. Sec. _____ Email: _____

PAYOR'S INFORMATION (Buyer/Note Maker/Borrower):

Name _____

Address _____ City _____ State _____ Zip _____

Phone () _____ Soc. Sec. _____ Email: _____

DOCUMENT TO BE SERVICED (attach copies):

First Second Wraparound Note Land Contract Option

Property Address _____

City _____ State _____ County/Parish _____ Zip _____

Date of Note _____ Face Amount \$ _____ Interest Rate _____%

Current Balance \$ _____ Amount Past Due \$ _____ (explain below)

Additional Information (balloon or schedule change, etc.) _____

MONTHLY PAYMENTS

Principal & Interest \$ _____ (P&I)

Tax & Insurance \$ _____ (T&I)

Service Fee \$ _____ (SF)

TOTAL PAYMENT \$ _____ **(Total)**

Late fee after _____ days \$ _____ (amount of late fees)

Escrow Services, Inc. will mail disbursements to Note Holder unless otherwise requested on page 2.

I/WE HEREBY APPLY FOR SERVICING AND AGREE TO THE TERMS AND CONDITIONS ON PAGE 2.

Date _____

Client _____

OPTIONAL DISBURSEMENT:

Mail \$ _____ To _____

Address _____ City _____ State _____ Zip _____
(Add additional sheet, if necessary)

INSURANCE INFORMATION (If applicable, client must provide premium notice)

Name of Insurance Company _____

Address _____ City _____ State _____ Zip _____

Agent's Name _____ Phone Number _____

Fire Policy No. _____ Next Due Date _____ Amount \$ _____

Flood Policy No. _____ Next Due Date _____ Amount \$ _____

TERMS AND CONDITIONS

1. Escrow Services, Inc. **(ESI)** is acting as servicing agent only. ESI's sole responsibility is to receive payments made on this account and remit them as directed, after deducting its fees. ESI will also prepare IRS interest statements. All other matters, including enforcing collection, are Client's responsibility, unless there is a separate contract in force.
2. Acceptance of documents for servicing by ESI does not make ESI liable, in any way, for their accuracy, validity, form execution, content or terms. ESI is not responsible for previous payments, whether actually made or claimed to have been made. Client shall furnish ESI with data relating to payment history and shall be solely responsible for said data or any calculation therein and hereby warrants that said data is accurate.
3. Unless otherwise instructed in writing, ESI may accept payments made on or before due date, whether they are more or less than the amount due. ESI may accept payments made after the due date without liability. Any past due payments accepted by ESI will be applied according to the payment provisions set for the in the note or contract.
4. Client understands that applicable law may prohibit charging of interest on a loan or obligation in excess of rates defined as usurious. Client represents to ESI that the note, contract and/or documents to be serviced by ESI are not usurious or in violation of any other law.
5. ESI reserves the right to delay disbursement on deposited checks, or other items, until it's satisfied each will be honored. This is to help assure ESI that the item deposited is not returned "unpaid" by the paying institution. In the event that ESI makes any payment in good faith relying upon funds received from any party and should said funds by uncollected, then each party benefiting from payments made by ESI is responsible in solido to reimburse ESI.
6. ESI shall not be liable for the acts or omissions of Client. Client agrees to indemnify and hold harmless ESI against any and all actions, proceedings, claims and demands, threatened or otherwise, brought by any third party against ESI in connection with, or in anyway arising from this agreement. In addition, Client shall pay any attorney's fees, litigation costs and expenses which ESI may incur in carrying out its duties.
7. Client will promptly pay ESI's fees according to the Schedule of Fees. ESI will deduct its fees from the payments received by ESI before disbursement of funds. All outstanding fees must be paid upon termination of this agreement. ESI may assign the servicing to any person, firm or corporation and may change the fees from time to time by sending a notice to the Client at least 30 days before the changes go into effect.
8. Impound accounts for tax and insurance payments are not available in all states. Interest is not paid on funds in account and it is Client's responsibility to provide tax bills and insurance premium notices to ESI in advance of due date if service is available.
9. ESI is not holding the original note or mortgage and is not responsible for its cancellation upon final payment.