



Loan Service Instructions

This is your authorization to establish a Loan Service account. We agree to the standard fees charged on this account. We herewith deposit with you the following and instruct you to disburse as herein directed. We understand that this is for information only and that the terms are according to the legal document being serviced.

Documents Deposited: ☐Original ☐Copy

☐ Promissory Note : _____ Date: _____,

☐ Deed of Trust: _____ Document #: _____,

☐ Contract of Sale: _____ Date: _____,

☐ Warranty Deed: _____ Special Warranty Deed: _____ Memorandum of Sale: _____

☐ Title Insurance: _____

☐ Request for Reconveyance ☐ MH Tile ☐ Bill of Sale ☐ POA ☐ Original(s) to Follow

Who is responsible for paying Weststar’s fees: ☐Purchaser ☐Seller ☐Split

Payment Information:

Interest: _____% Interest Start Date: _____

Late Charge: \$ _____ After _____ # of days

Maturity Date: _____

1st Payment Due: _____

Impound Type: _____ Taxes: _____ Insurance: _____

APN or Tax ID #: _____

Insurance Co.: _____

Policy #: _____ Renewal Date: _____

Interest calculations based on:

☐ 360-day Periodic ☐ 365-day Daily

Beginning Balance: \$ _____

Principal &Interest: \$ _____

Impounds: \$ _____

Underlying Mortgage: \$ _____

Payer/Buyer Fee: \$ _____

Total Payment: \$ _____

Next Due Date: _____

Receipt ☐E-mail ☐Paper (\$2.00)

Payee (Seller): _____

Address: _____

City: _____ State: _____ Zip _____

SS # or TIN _____

Phone #(_____) _____

E-mail: _____

Payee (Seller): _____

Address: _____

City: _____ State: _____ Zip _____

SS # or TIN _____

Phone #(_____) _____

E-mail: _____

Payee (Buyer): _____

Address: _____

City: _____ State: _____ Zip _____

SS # or TIN _____

Phone #(_____) _____

E-mail: _____

Payee (Buyer): _____

Address: _____

City: _____ State: _____ Zip _____

SS # or TIN _____

Phone #(_____) _____

E-mail: _____

Distribution of Funds:

Disburse: \$ _____, less applicable fees to:

Name: _____

Address: _____

Account or Loan # : _____

Disburse: \$ _____, less applicable fees to:

Name: _____

Address: _____

Account or Loan # : _____

Disburse: \$ _____, less applicable fees to:

Name: _____

Address: _____

Account or Loan # : _____

Please attach voided check

List any special instructions not listed above: _____

Terms and Conditions Governing Loan Servicing

Weststar Loan Servicing agrees to act as a Loan Servicing Agent for the parties pursuant to this Loan Servicing Agreement. In accepting this Loan Service and designating Weststar as Loan Servicing Agent, the parties hereto mutually agree to the following terms and conditions:

- The duties and responsibilities of Weststar are limited to those expressly set forth in this Agreement. No party shall have the right to change or modify this Loan Servicing Agreement (except the Payee under the contract or note may change where their payment is disbursed by written notice to Weststar) unless such change or modification is in writing, executed by all parties to the Loan Servicing Agreement.
- Weststar shall not be responsible or liable for the sufficiency, accuracy or correctness of the form, manner of execution, execution, or validity of any paper, instrument or document deposited hereunder, or any description of property or other thing therein. Weststar shall not be liable in any respect on account of the identity, authority, or rights of the persons executing or delivering, or purporting to execute or deliver any paper, instrument or document. In addition, it is agreed and understood by the parties hereto that Weststar will not be called upon to construe any contract or instrument deposited herewith.
- All of the undersigned parties to this Agreement hereby jointly and severally promise and agree to indemnify and hold harmless Weststar from and against all costs, damages, judgments, attorney's fees, expenses, obligations and liabilities of any kind which Weststar may incur or suffer in connection with or arising out of this Loan Servicing, except such as may be caused by Weststar's gross negligence. Weststar is hereby given a lien and a contractual right to set off upon and against all rights, titles and interest of each of the undersigned in all loan serviced money property, paper, instruments, documents and all monies arising therefrom to protect Weststar's rights to indemnification and reimbursement under this Agreement. This right to set off may be exercised at Weststar's sole option without notice to the parties hereto or any party interested in this Loan Servicing.
- In the event any conflict or controversy arises concerning this Loan Service or any conflicting demands are made upon Weststar arising out of or relating to this Loan Service, the parties hereto expressly agree and consent that Weststar shall have the absolute right at its sole option, to either (a) withhold all money, property, paper instruments or documents deposited herewith and stop all further proceedings in, and performance of this Loan Servicing until a mutual agreement has been reached between all parties hereto, or (b) file suit in interpleader to cause the parties to interplead and litigate in such court their several claims and rights amongst themselves. In the event Weststar files an interpleader suit, or in the event any party interested in the Loan Servicing Agreement files an action against Weststar, Weststar shall be fully released and discharged from all obligations imposed upon it in this Loan Servicing Agreement. In the event a suit is brought by or against Weststar, the parties to this Loan Servicing jointly and severally agree to pay Weststar all costs, expenses and reasonable attorney's fees which it may expend or incur in such action.
- As a controlling part of the consideration for the acceptance of this Loan Service, it is agreed that Weststar shall not be liable for any of its acts or omissions done in good faith, nor shall it be liable for any claims, demands, losses or damages made, claimed or suffered by any party to this Loan Service, excepting such as may arise through or be caused by Weststar's gross negligence.
- Weststar has the right to change its fees from time to time.
- The parties hereby direct Weststar to send a reminder notice to the Purchaser/Payor, should any payment become more than 15 days past due. The fee for performing this service shall be paid by the Purchaser/Payor in accordance with Weststar's current fee schedule. The parties initials hereby authorize this notice. _____
- Weststar shall be entitled to recover its reasonable attorney's fees incurred in responding to any writ or levy served upon it, which attorney's fees may be satisfied out of the monies due to the party whose interest in the Loan Service has been garnished, levied upon or otherwise attached.
- In consideration of Weststar remitting payments without waiting for checks or drafts to be honored by the institution upon which they are drawn, the Seller agrees to hold Weststar harmless from any loss sustained by reason of the dishonoring of said checks or drafts. In the event any check or draft is dishonored by the institution upon which it is drawn, and Weststar has remitted such payments as directed herein, Seller shall return such payments to Weststar within five (5) business days from the date requested by Weststar.
- Weststar may resign from its duties as Loan Servicing Agent by giving the parties sixty (60) days written notice. Weststar has the right to assign its duties as Loan Servicing Agent.
- This Agreement shall be binding on all parties hereto, their heirs, legal representatives, successors and assigns.
- Upon payoff and closing of this account, the parties direct that all payoff funds are made payable to Weststar and processed in the same manner as the payments made under the terms of the contract.

Escrow Service Fees
Effective November 1,
2014

Fee Schedule is subject to change without notice.

Fees include service for safekeeping receipts, year-end statement, coupon book and 1098 reporting. If paid by the payer, will be added to the payment. Payee's fees are deducted from proceeds of the payment. Fees based on twelve escrow payments annually and will be deducted from money received when due.

Set-up Fee	\$ 50.00
Setup Fee with Impounds	\$ 75.00
Transaction Fee with one ACH Direct Deposit:	
Monthly Up to \$25,000 balance	\$ 6.50
Up to \$100,000 balance	\$ 8.50
Balances over \$100,000	\$ 12.50
Balances over \$1,000,000 .5% of payment	
Quarterly Payments	\$ 30.00
Semi-annual Payments	\$ 60.00
Annual Payment	\$ 120.00
Payments in excess of \$5,000 require special handling and are subject to additional fees.	
Each Additional ACH Direct Deposit	\$ 1.00
Disbursement by Check an Additional	\$ 5.00
Paper Receipts	\$ 2.00
Each Additional Paper Receipt	\$ 2.00
Collection for Taxes and/or Insurance	\$ 5.00
Receipt by E-mail	No Charge
Annual Statement	No Charge
Monthly Developer Reports	No Charge

Other Fees:	
License/Permit Transfer	\$ 200.00
Payoff	\$ 25.00
Termination/Delinquency/Mutual Consent	\$ 75.00
Returned Item (payer)	\$ 35.00
Partial Release (payer)	\$ 50.00
Reinstatement	\$ 75.00
Amendment/Modification/Adjustment/Changes to Contract	\$ 50.00
Assignment/Assumption	\$ 75.00
Security Assignments (payee)	\$ 50.00
Research Requests (minimum 1/2 hour)	\$ 30.00 per hour
Research Copy Charge (per copy)	\$ 1.00
Stop Payment Fee	\$ 25.00
Replacement/Additional Coupon Book	\$ 2.00
History Statement (per year or Free on Internet)	\$ 5.00
Audit Reports/Credit Verification/Faxes	\$ 10.00
Inactive Accounts Held in Safekeeping (per year)	\$ 50.00
Writ of Attachments	\$ 35.00
Certified Mail Fee	\$ 8.50
Late Notice	\$ 2.00

Fees for services, not included in this schedule will be charged at the minimum rate of \$50.00 per employee hour. All fees are collected in advance of services performed. All fees quoted herein are subject to change without notice.

Payer (Buyer) _____

Payee (Seller) _____

Payer (Buyer) _____

Payee (Seller) _____