



Dear Client,

We would like to offer our sincere condolences for your recent loss. During this difficult time, it is our goal to make this process as easy as possible, as well as let you know a little about our services.

Weststar is one of the nation's leaders in loan servicing and currently provides services for accounts nationwide.

As a licensed provider of loan servicing for over 35 years, Weststar has the expertise, knowledge, and technology to provide you with unequalled service.

Weststar will (upon request) draft your funds allowing your transaction to move quickly and accurately. We've enclosed an auto draft form for your convenience should you prefer this service.

We know you will be pleased with the quality of service you will receive from our customer service staff. Should you have any questions regarding your account or loan servicing in general, please feel free to contact us. Our Customer Service Team is available via email to PhxCustomerService@westloan.com or via telephone to 602-279-9663 or 800-530-0332.

In addition, be sure to include your email address on the servicing instructions sheet. Once your information is in the system, you'll be able to view your payment and loan details by logging into www.westloan.com.

We value your opinion! Please email PhxFeedback@westloan.com and tell us how we're doing!

We look forward to being a member of your loan servicing team and sincerely appreciate your business!

Sincerely,

Lisa Lariviere

Lisa Lariviere
Vice President



BORROWER BEREAVEMENT TRANSFER

CONTACT INFORMATION

Payor(s)

1st Payor Name: :

Address :

City : State : Zip:

SS# or TIN required :

Birthdate required:

Phone :

Primary email address :

2nd Payor Name:

Address :

City : State : Zip:

SS# or TIN required :

Birthdate required:

Phone :

Primary email address :

SPECIAL INSTRUCTIONS

***Payor Initials _____

***Payor Initials _____

TERMS AND CONDITIONS GOVERNING LOAN SERVICING FOR ALL PARTIES

Weststar Pacific Mortgage 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 this instruction sheet and the following terms and conditions.

1. The duties and responsibilities of Weststar are limited to those expressly set forth in this Agreement. Neither party shall have the right to change or modify the terms of this Agreement (except the Payee under the contract or note may change where their payment is disbursed by written notice to Weststar and the Payer under the contract or note may change where their payment is drafted from by written notice to Weststar) unless such change or modification is in writing and executed by all parties to the Loan Servicing Agreement.
2. Weststar shall not be responsible or liable: (i) 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, (ii) the identity, authority, or rights of the persons executing or delivering, or purporting to execute or deliver any paper instrument or document. Further, the parties hereto acknowledge and agree that Weststar shall not be called upon to construe any contract or instrument deposited herewith.
3. In accordance with Weststar’s published fee schedule and servicing instructions, the servicing fees due are to be paid by the parties designated. Weststar shall have the right to change its fees from time to time. Please note that monthly service fees shall accrue until the account is closed out and all fees then due have been paid.
4. If a payment is more than 15 days past due (or as may be otherwise directed), and the parties have instructed Weststar to send a past due reminder notice, Weststar shall send the reminder notice and the Purchaser/Payer shall pay the fee for the service, in accordance with the fee schedule then in effect.
5. Weststar shall be authorized to electronically deposit and/or draft proceeds from the collection account, if that service has been requested. This service shall be provided as a convenience and Weststar shall have no responsibility if the receiving party: (i) fails to make deposits; or, (ii) makes a credit to another account. Weststar shall not be responsible for the bank’s charges relating to the deposit/draft. Weststar’s obligation shall be expressly limited to the prompt deposit and/or drafting of funds, as available. If a party receives money or a deposit that is not due them, they shall immediately notify Weststar.
6. If Weststar remits a payment without waiting for checks or drafts to be honored by the institution upon which they are drawn, the Payee 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, Payee shall return such payments to Weststar within five (5) business days from the date requested by Weststar.
7. If a release of any lien described in the Loan Documents is not provided to Weststar when the account is setup, the party who is obligated to provide the release shall provide the release upon request by Weststar. If the release is not provided when requested, Weststar may hold final funds until the release is provided.
8. Weststar shall have the right to resign as loan servicing agent by giving the parties thirty (30) days written notice. Weststar shall also have the right to assign its duties as loan servicing agent to other licensed individuals or entities upon thirty (30) days’ notice.
9. In the event fees that are due are not paid and the non-paying party voluntarily or involuntarily loses his rights to the property through a deed-in-lieu, non-judicial foreclosure, judicial foreclosure or otherwise, the other party or parties hereto agree to collect and forward all fees due Weststar prior to or immediately after the transfer of title.
10. As a material consideration for Weststar’s acceptance to act as the loan servicing agent, 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 Agreement, excepting such as may arise through or be caused by Weststar’s gross negligence. Each of the parties to this Agreement agree to indemnify Weststar and hold Weststar harmless from 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 the services provided hereunder, 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 and interest of each of the undersigned to all interests in any property, paper, instruments, documents and all monies arising there from to protect Weststar’s rights to indemnification and reimbursement under this Agreement. The right to set off may be exercised at Weststar’s sole discretion, without notice to the parties hereto or any party who may have an interest.
11. In the event any conflict or controversy arises concerning any act or failure to act by Weststar or Weststar receiving conflicting demands for any act or failure to act, the parties hereto expressly agree and consent that Weststar shall have the absolute right, in its sole discretion, 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 have the court decide the dispute. 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 Agreement, except for claims arising from Weststar’s gross negligence. In the event a suit is brought by or against Weststar, the parties to this loan servicing agreement jointly and severally agree to pay Weststar all costs, expenses and reasonable attorney’s fees which it may expend or incur in such action.

***Payor Initials: _____

***Payor Initials: _____

12. Weststar shall be entitled to recover its reasonable attorney fees incurred in the enforcement of any provision of this Agreement, including but not limited to fees incurred in the collection of any money that may be due Weststar pursuant to the terms of this Agreement, whether or not a lawsuit is filed. Further, 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 has been garnished, levied upon or otherwise attached.
13. Weststar shall have the absolute right, in its sole discretion, to update this Agreement with proper notice to all parties. This agreement shall be binding on all parties hereto, their heirs, legal representatives, successors and assigns.
14. Weststar Pacific Mortgage is complying with the “Know Your Customer” and Anti-Money Laundering requirements of the US Patriot Act. Weststar has implemented appropriate due diligence and risk management procedures and will service only those accounts which meet these requirements.

FEE SCHEDULE BELOW IS SUBJECT TO CHANGE

Setup Fee without Impounds (Per Balance Collected)	\$125.00
Setup Fee with Impounds (Per Balance Collected)	\$150.00
Transaction/Servicing Fee with one ACH direct deposit	
Monthly	\$13.00
Quarterly	\$39.00
Semi-Annual	\$78.00
Annual	\$156.00
Additional Disbursement by check	\$5.00 per month per add'l ck (payee fee)
Receipt by Paper	\$5.00 per month per receipt
Collection for Taxes and/or insurance	add'l \$6.00 per month
Disbursement from the impound account	\$8.00 per disbursement
Assignment or Assumption Fee	\$100.00
Bereavement Transfer	\$50.00
Partial Release	\$100.00
Verifications	\$25.00
Holding Documents/Dormant accounts	\$156.00 per year
Close Out (Withdrawal & Affidavits)	\$150.00
Close Out on Payoff	\$125.00
Bring-Current Statement	\$40.00
Payoff Statement	\$100.00
Payoff Statement Update	\$40.00 (if pmnt recd/new statement req.)
Recording Fee	Actual Charge
Modification and Addendums	\$100.00
Late Reminder/Delinquency Notice	\$20.00
Insufficient Funds/Returned Items	\$25.00
Void and Reissues/Stop pay	\$29.00
Reconveyance Fee	\$125.00
Demand Monitor Fee	\$145.00 (includes 1 dmd stmt, 1 fax, 1 update, foreclosure monitoring)
Fed Ex Fee	\$25.00
Bankruptcy Management/Adj Rate Payments	\$15.00 per month
Research/Special Handling/Manual Calculation	\$50.00 min. per hour
Document Signing Fee (For Trust Services)	\$125.00
Storage Retrieval	\$35.00

By signature below I agree that I have read and understand the terms of the Servicing Instruction Terms and Conditions as stated in this THREE (3) page agreement and agree to place the attached documents with Weststar Pacific Mortgage for servicing.

***Payor SIGNATURE: _____ Date: _____

***Payor SIGNATURE: _____ Date: _____



BEREAVEMENT TRANSFER CHECKLIST

Documentation will be reviewed, and you will be notified via email if there are additional requirements.

DOCUMENTS CHECKLIST

Please see below for the category of to which you belong (only one (1) should apply)

Option 1

_____ If the property was taken as “**joint-tenants with right of survivorship**” **OR** if title was taken as “**xxxxx OR xxx**” (please refer to your Deed of Trust or other recorded document for this information) and a person who is already listed on the account is assuming the deceased party’s interest.

_____ Copy of death certificate

_____ Updated address and social security number (if applicable)

Option 2

_____ If there is **more than** \$100,000.00 in real property and / or more than \$75,000.00 in personal property for the entire estate and a person who is not already listed on the account is assuming the deceased party’s interest.

_____ Copy of last will and testament showing distribution of subject property

_____ And / Or Probate from Court

_____ Copy of death certificate

_____ Transfer package fully executed by the subject heir(s)

_____ \$50.00 Bereavement Transfer Fee

Option 3

_____ If there is **less than** \$100,000.00 in real property and / or more than \$75,000.00 in personal property for the entire estate and a person who is not already listed on the account is assuming the deceased party’s interest

_____ Copy of certified and recorded Affidavit for Transfer of Real Property Title.

_____ Copy of death certificate

_____ Transfer package fully executed by subject heir(s)

_____ \$50.00 Bereavement Transfer Fee

OPTIONAL SERVICES

_____ Automatic Withdraw form filled in and signed.



AUTOMATIC WITHDRAWAL REQUEST FORM

DATE: _____

CUSTOMER NAME: _____

WESTSTAR ACCOUNT NUMBER: _____

BANK NAME: _____

ABA ROUTING: _____

BANK ACCOUNT NUMBER: _____

CHECKING: _____ SAVINGS: _____

TRANSFER AMOUNT \$ _____ DATE OF FIRST TRANSFER: MO____/DAY____/YR____

FREQUENCY OF TRANSFER: MONTHLY _____ QUARTLY _____ ANNUALLY _____

BE AWARE, FUNDS WILL NEED TO BE IN THE BANK ACCOUNT THE BUSINESS DAY PRIOR TO THE DATE OF THE SCHEDULED POSTING AS THE DRAFTING PROCESS WILL BEGIN THE BUSINESS DAY BEFORE POSTING.

Please be advised if the date of transfer occurs on a weekend or holiday, the draft will take place on the business day prior to that date. Written requests to stop drafts must be received by Weststar at least three (3) business days prior to the scheduled draft.

Please accept this letter as your authorization to draft payments for the above referenced contract/collection account. A Voided check from bank account is attached. I understand this service is provided as a convenience to me. Weststar Pacific Mortgage (Weststar) shall have no responsibility for the bank's failure to make the draft from my account or for bank changes relating to the draft. Weststar's liability is limited to the prompt drafting of the amount of total payment due. I understand it is my responsibility to inform Weststar of any monies drafted from my account by Weststar which should not have been.

Authorized Signature

***Please include a voided check or printout from your bank showing the routing and account number. This will ensure accuracy when the prenote is sent to your bank.**



Website Support Instructions for New Loan Holders

1. The first thing you will do from www.westloan.com is click on '**Register a new Account**'.
2. Your email address will now be your username. Enter that on the Register page along with a valid password using the rules displayed on the screen. The password should include:
 1. Upper case character (A-Z)
 2. Lower case character (a-z)
 3. Numeric Digit (0-9)
 4. Special Character (.,[]{}|\\/?!@#\$\$%^&*())
 5. And it must be at least 6 characters long.
3. A link will be sent to your inbox to confirm your email address. After you confirm your email address, you will be able to log in.
4. Once you log in, you will be brought to a one-time only screen to connect your loan your username. This screen is the **Find your Loan** screen.
5. Enter **Type:** Loan, **Loan Number:** xxxxxxxxx, **Secret:** Is the full social security number that we have on file for this account. (all 9 digits, no dashes)
6. Once you get the 'Successfully linked service account' message, select the **Go to Dashboard** link.
7. Now you are done with the Find your Loan screen. The next time you log in, you will be brought directly to the **Dashboard**.
8. Click **Detail View** to see a summary of your loan's information.
9. On the left-hand side of the screen you will see options for **Payment History**, **Impound History**, and **Online Bill Pay**.