



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 remit payments received on your account to you promptly and accurately. We've enclosed a direct deposit form for your convenience should you prefer to receive your funds electronically. We also offer a variety of account reporting services which may be of benefit to clients with more than 10 accounts.

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](mailto: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](http://www.westloan.com).

We value your opinion! Please email [PhxFeedback@westloan.com](mailto: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



**LOAN SERVICE INSTRUCTIONS**  
(NMLS #93243, AZBK 0901413)

**LENDER BEREAVEMENT TRANSFER**

**CONTACT INFORMATION**

**Payor(s)**

**1<sup>st</sup> Payor Name:** :

Address :

City : State : Zip:

**SS# or TIN required** :

**Birthdate required:**

Phone :

Primary email address :

**2<sup>nd</sup> Payor Name:**

Address :

City : State : Zip:

**SS# or TIN required** :

**Birthdate required:**

Phone :

Primary email address :

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**SPECIAL INSTRUCTIONS**

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\*\*\***Lender Initials** \_\_\_\_\_

\*\*\***Lender 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.

\*\*\*Lender Initials: \_\_\_\_\_

\*\*\*Lender 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 FIVE (5) page agreement and agree to place the attached documents with Weststar Pacific Mortgage for servicing.

\*\*\*Lender SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*Lender SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_



**LOAN SERVICE INSTRUCTIONS**  
**(NMLS #93243, AZBK 0901413 - Revised 2017)**

**THIS SECTION APPLIES TO THE BENEFICIARY ONLY HOWEVER  
 SETUP WILL NOT BE ACCEPTED IF NOT COMPLETE**

In 2010, the Dodd-Frank Wall Street Reform and Consumer Protection Act (the Dodd-Frank Act) amended the Real Estate Settlement and Procedures Act (RESPA) of 1974, which is implemented by Regulation X and the Truth in Lending Act (TILA), which is implemented by Regulation Z, with regard to the servicing of certain residential mortgage loans. The Consumer Financial Protection Bureau (CFPB) issued rules in January 2013 to implement these Dodd-Frank Act amendments to RESPA and TILA. These rules were finalized in October of 2013 with interim final rules for implementation.

Please be advised that in accordance with the final rules as implemented, any loan that is made by a “Creditor,” which is defined differently under RESPA and TILA, is required to be compliant with the Act and related rules during the course of its servicing period. Under RESPA and its implementing regulations, “creditor” is defined as follows:

Defined in section 103(g) of the Consumer Credit Protection Act (15 U.S.C. 1602(g)), that makes or invests in residential real estate loans aggregating more than \$1,000,000 per year. For purposes of this definition, the term “creditor” does not include any agency or instrumentality of any State, and the term “residential real estate loan” means any loan secured by residential real property, including single-family and multifamily residential property.

Similarly, TILA and Regulation Z applies “to each individual or business that offers or extends credit ... when four conditions are met: (1) the credit is offered or extended to consumers, (2) the offering or extension of credit is done regularly, (3) the credit is subject to a finance charge or is payable by a written agreement in more than four installments, and (4) the credit is primarily for personal, family, or household purposes. See 12 CFR 1026.1(c)(1). In evaluating the applicability of requirements and liability under TILA/Regulation Z, it is necessary to determine whether a person or entity is acting as a “creditor” as defined by 12 CFR 1026.2(a)(17). In relevant part, TILA/Regulation Z defines the term “Creditor” as follows:

A person who regularly extends consumer credit that is subject to a finance charge or is payable by written agreement in more than four installments (not including a down payment), and to whom the obligation is initially payable, either on the face of the note or contract, or by agreement when there is no note or contract.

See 12 CFR 1026.2(a)(17). The phrase “regularly extends consumer credit” is explained as follows:

A person regularly extends consumer credit only if it extended credit (other than credit subject to the requirements of § 1026.32) more than 25 times (or more than 5 times for transactions secured by a dwelling) in the preceding calendar year. If a person did not meet these numerical standards in the preceding calendar year, the numerical standards shall be applied to the current calendar year.

See 12 CFR 1026.2(a)(17). Significantly, although a person generally must extend more than five dwelling-secured transactions to be considered as regularly extending consumer credit, under Regulation Z, making even one HOEPA or Section 32 loan through a mortgage broker qualifies as regularly extending consumer credit.

See (<http://www.consumerfinance.gov>) for further clarification.

**Weststar Mortgage Corporation suggests that you review this with your legal advisor to determine if you fall under the “creditor” rules.**

((continued))

Please review these new rules and mark the appropriate box stating if you meet the criteria of as creditor as defined by the CFPB.

- ☐ I have read the new CFPB rules and understand the definition of a “creditor” and agree that I DO fall under the rule as a creditor.
- ☐ I have read the new CFPB rules and understand the definition of a “creditor” and have determined that I DO NOT fall under the rule as a creditor.

Under the final rule, the CFPB requires every servicer to contact each Lender/Creditor to determine what “Foreclosure Prevention Alternatives” the Lender/Creditor offers, if any, and to make that information available to the borrowers should they become delinquent in their mortgage loan payments. Weststar Mortgage Corporation must be able to prove that you provided us with your “Foreclosure Prevention Alternatives,” if any, that you are willing to offer to your borrower(s).

Please chose one of the below options. Please attach additional documents as necessary for Option 2.

Option 1:

- ☐ No “Foreclosure Prevention Alternatives” are offered.

Option 2:

- ☐ Please follow the below instructions on ALL my loans.

\*\*\*Lender SIGNATURE: \_\_\_\_\_

\*\*\*Lender SIGNATURE: \_\_\_\_\_



# 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 xxxx**” (please refer to you 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

\_\_\_\_\_ Direct Deposit form filled in and signed by new heir/lender

\*\*\* **Important Note:** Funds that are currently being sent direct deposit will be changed to a check going to the new heir unless a new direct deposit form is enclosed. \*\*\*



## DIRECT DEPOSIT REQUEST FORM

DATE: \_\_\_\_\_

CUSTOMER NAME: \_\_\_\_\_

WESTSTAR ACCOUNT NUMBER: \_\_\_\_\_

DEPOSIT FUNDS TO:

BANK NAME: \_\_\_\_\_

ABA ROUTING/TRANSIT NUMBER: \_\_\_\_\_

BANK ACCOUNT NUMBER: \_\_\_\_\_

CHECKING: \_\_\_\_\_ SAVINGS: \_\_\_\_\_

Please accept this letter as your authorization to electronically deposit proceeds from the above referenced collection account, I understand this service is provided as a convenience to me, and Weststar Pacific Mortgage (Weststar) shall have no responsibility for the bank's failure to make the deposit to my account, or for the bank's charges relating to the deposit. Weststar's liability is limited to the prompt deposit of funds. I understand it is my responsibility to inform Weststar of any monies deposited into my account by Weststar which are not due to me.

\_\_\_\_\_  
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](http://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** and **Impound History**.