



Puyallup, Washington  
PO Box 593  
Puyallup, WA 98371  
866-358-6683

Spokane, Washington (Allegro Escrow)  
12423 E. Broadway Ave  
Spokane Valley, WA 99216  
509-926-0223

Reno, Nevada  
6121 Lakeside Dr Ste 150  
Reno, NV 89502  
800-650-4824

## ACCOUNT SERVICING AGREEMENT

Evergreen Note Servicing (hereinafter referred to as "ENS"), is hereby requested to establish a collection account on behalf of the below named parties. To facilitate establishing the account, we hereby deliver the following documents:

- |                          |                          |   |
|--------------------------|--------------------------|---|
| Original                 | Copy                     |   |
| <input type="checkbox"/> | <input type="checkbox"/> | Promissory Note   |
| <input type="checkbox"/> | <input type="checkbox"/> | Deed of Trust   |
| <input type="checkbox"/> | <input type="checkbox"/> | Signed Request for Full Reconveyance<br>(to be held until time of payoff) |
| <input type="checkbox"/> | <input type="checkbox"/> | Real Estate Contract/Contract of Sale/Bill of Sale                        |
| <input type="checkbox"/> | <input type="checkbox"/> | Fulfillment Deed  |
| <input type="checkbox"/> | <input type="checkbox"/> | Other _____   |

ENS: Account No. \_\_\_\_\_

Received \_\_\_\_\_ Payment Due \_\_\_\_\_

**1. PARTIES: Seller/Payee:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

(\_\_\_\_) H: \_\_\_\_\_ W: \_\_\_\_\_

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
SSN/Tax I.D. # (IRS requirement)

Email address \_\_\_\_\_ Send payment receipts via email

**Purchaser/Payor:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

(\_\_\_\_) H: \_\_\_\_\_ W: \_\_\_\_\_

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
SSN/Tax I.D. # (IRS requirement)

Email address \_\_\_\_\_

Additional parties - attach separate page (include ownership percentages for each party.)  
Note: A primary party must be identified for correspondence, payment coupons, etc.

**2. LOAN INFORMATION:** Starting Balance \$ \_\_\_\_\_ Interest Rate \_\_\_\_\_% Interest Start Date: \_\_\_\_\_  
Payment Due Date \_\_\_\_\_ P&I Payment \$ \_\_\_\_\_ Interest Only: Y

**3. DISBURSEMENTS:** You are directed to disburse the payments as follows:  
\$ \_\_\_\_\_ or \_\_\_\_\_ %

- |   |  |
|---|--|
| <input type="checkbox"/> By check to parties in Section #1                            | <input type="checkbox"/> Electronic Deposit: Checking / Savings (circle one)                 |
| <input type="checkbox"/> Check to: _____<br>Address: _____<br>Reference Acct #: _____ | Account # _____<br>Routing # _____<br>Please attach a voided check for verification purposes |

Additional disbursements - attach separate page

**4. TAX AND INSURANCE PAYMENTS (Optional):** ENS is directed to establish a reserve account and collect, in addition to the scheduled monthly payment, an amount equal to 1/12<sup>th</sup> the annual taxes and insurance. We understand an analysis will be performed to determine if a deposit is necessary to open the reserve account.

- Establish a reserve impound for collecting and paying taxes and insurance. Monthly payment: \$ \_\_\_\_\_
- Copy of current tax bill or tax authority contact information is attached
- Copy of the Declaration Page of the Insurance binder is attached
- Collect \$ \_\_\_\_\_ for taxes and/or insurance and pass it through to the seller—no reserve account necessary

**5. FEES:** If Payee is responsible for fees, ENS is authorized to deduct fees from the payment proceeds. If Payor is responsible for fees, they will be added to the payment amount and collected with each payment. Delinquent Payor fees may be taken from any subsequent payments received. The fee responsibility is as follows:

**Set Up Fee:**  Seller/Payee  
 Purchaser/Payor\*  
 50/50 Split\*  
 Attached

**Monthly Fee:**  Seller/Payee  
 Purchaser/Payor  
 50/50 Split

\*Please attach a check for Payor's portion of the set up fee.

**Late Notices:**  Late Notice to Payor (\$2.00 fee) or  Late Notice to Payor with Copy to Payee (\$3.00 fee)  
A single notice is sent per delinquent cycle. Fees are per occurrence. Late Notice Fees are deducted from Payee's disbursement

All fees and charges are subject to change with thirty (30) days notice. We agree to pay additional fees charged for extraordinary services whenever (a) you render additional services not set forth herein, (b) conditions of this collection are not promptly fulfilled, (c) manual interest calculations or disbursements must be made because of changes therein or in underlying reserves, or (d) you become involved in litigation concerning this Agreement or the documents.

## General Terms:

**DELIVERY OF DOCUMENTS:** When all principal and interest have been paid in full and all conditions herein satisfied, you shall deliver all documents to Purchaser/Payor, or any of them. In the event Seller/Payee furnishes you with evidence satisfactory to you or your counsel that Purchaser's/Payor's interest has been foreclosed or forfeited pursuant to law, you may deliver all documents to Seller/Payee and your responsibilities herein shall terminate.

You are authorized to disclose to Attorneys, Escrow Closers, Realtors, and other appropriate parties acting as an agent of the parties, remaining balances, and such other information as is necessary, where appropriate. You are further authorized when necessary to deliver documents to other closers with payoff demands provided use of such documents is contingent upon tender of all funds necessary to satisfy the escrow collection obligation.

Should no payment installment, or portion thereof be received by you for a period in excess of one (1) year after applicable due date, you may assume the parties have abandoned this escrow and upon thirty (30) days written notice to the last known address of each party, and non-objection thereto by any party, you may return all documents to Seller/Payee and your responsibilities hereunder shall terminate.

**RECEIPT OF PAYMENTS:** If any check received by ENS is dishonored for any reason, ENS shall immediately notify Seller of such dishonor. Upon receipt of such notice, Seller shall promptly remit to ENS the full amount of such funds so disbursed by ENS.

**LIMITATION OF RESPONSIBILITY:** It is agreed that ENS shall be responsible only for the exercise of ordinary care in performing the duties set forth herein, and shall be relieved from any further or additional liability beyond the proper crediting and transmittal of funds collected. Seller and Purchaser agree to indemnify and hold ENS harmless from and against all obligations and liabilities of every kind and nature suffered or incurred, and to pay on demand, all costs, damages, judgments, attorney fees, and expenses in connection with this collection account, except any liability founded on ENS's failure to exercise ordinary care in performing the duties contained herein.

**SELLER AND PURCHASER AGREE THAT ENS WILL NOT BE RESPONSIBLE FOR ANY OF THE FOLLOWING:**

1. To notify any party of non-payment or declaration of default, change of interest, or ownership, condemnation, or condition of any property; or any encumbrance; and any giving of such notice or notices by ENS shall not be deemed to be an assumption by ENS of any obligation as to the giving of any subsequent notice or notices.
2. To enforce any terms of the documents upon default by Purchaser, or to notify any party of a balloon payment;
3. To pay for or notify any party regarding recording of documents, perfection of security interests, insurance premiums, taxes, tax assessments or encumbrances, unless reserves addendum is attached and the appropriate fee is paid to ENS;
4. For the determination of balances to third parties or overpayments to them where instructed to credit payments to persons other than the Seller;
5. Upon payment in full by Purchaser to secure any necessary documents relating to the fulfillment or reconveyance of any encumbrances on the subject property, unless said original documents are deposited with ENS as indicated herein;
6. Correctness, completeness, or legal sufficiency of any document submitted for collection;
7. Calculating interest at a default rate unless a specific written instruction from Seller is received;
8. Any computation or application of principal and interest or other payment provision shall be deemed correct, unless ENS shall receive written notice that the calculation or the application is not correct, within 30 days after notice of such calculation.

**ASSIGNMENTS:** Seller/Purchaser may assign its rights hereunder in any form satisfactory to ENS upon payment of ENS's charges. The determination of the legality of any assignments or authorizations and the effect of such upon this collection account shall be the sole responsibility of the Seller/Purchaser and their assignee.

**DISPUTES:** If ENS receives or becomes aware of any conflicting demands or claims with respect to this collection agreement, or with respect to the rights of the Seller or any person making payments to the Seller, or with respect to any money or property deposited herein, or affected hereby, ENS shall have the right to discontinue any and all acts under this contract until the conflict is resolved to the satisfaction of ENS. ENS shall have the right, but not the obligation, to commence or defend any action or proceedings for determination of any conflict. The Seller and Purchaser agree to pay all costs, damages, judgments, and expenses, including a reasonable attorney fee sustained by ENS in connection with or arising out of this agreement, including but not limited to any interpleader action brought by ENS. In the event ENS files a suit in interpleader, ENS, by that act, shall be fully released and discharged from all other obligations imposed by this agreement.

**GENERAL:** This agreement shall be governed by and interpreted in accordance with the laws of the state where the servicing branch of ENS is located. The venue of any action brought to interpret or enforce any provision of this agreement shall be laid in the county where the servicing branch of ENS is located. Parties acknowledge that the specific terms as listed above constitute the complete agreement between the parties. ENS will not be responsible for the performance of any act or duty not expressly set forth in these instructions, including any act or duty, expressed or implied, arising out of the document deposited. Any amendment to these instructions, shall be in writing, and accepted by ENS.

**CANCELLATION:** This agreement is an irrevocable escrow and/or collection, as indicated above, and is binding upon the parties, their successors, representatives, and assigns. This Agreement may be amended only by the written consent of ENS. This Agreement may be cancelled on (30) days notice to ENS executed by all parties.

**ADDITIONAL INSTRUCTIONS:** \_\_\_\_\_Attached \_\_\_\_\_None Attached

By signing below, we acknowledge that we have read and agree to specific and general terms described above and any additional pages that are part of this agreement:

**SELLER/PAYEE:** \_\_\_\_\_  
Date

**PURCHASER/PAYOR:** \_\_\_\_\_  
Date

**SELLER/PAYEE:** \_\_\_\_\_  
Date

**PURCHASER/PAYOR:** \_\_\_\_\_  
Date

Accepted this \_\_\_\_\_ day of \_\_\_\_\_

by \_\_\_\_\_  
Evergreen Note Servicing Date