

**Escrow Services, Inc.**

**NOTE SERVICING AGREEMENT**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**MORTGAGE • DEED OF TRUST • CONTRACT**

**NOTE HOLDER’S INFORMATION (Owner/Mortgagee/Seller):**

 Name(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Phone ( )\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Soc. Sec. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PAYOR’S INFORMATION (Buyer/Note Maker/Borrower):**

Name(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_%

**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 AGREE TO THE TERMS AND CONDITIONS ON PAGE 3.

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Client – Note Holder \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Accepted – ESI \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**OPTIONAL DISBURSEMENT:**

Mail $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ To \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State \_\_\_\_\_\_\_ Zip\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

**TAX INFORMATION**

 Taxing Authority \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Mailing Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date(s) Due \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TAX INFORMATION**

 Taxing Authority \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Mailing Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date(s) Due \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**TERMS AND CONDITIONS**

1. Escrow Services, Inc. **(ESI)’s** sole responsibility is to receive and post payments made on this account and remit them as directed, after deducting its fees. All other matters, including, but not limited to enforcing collection; renegotiating terms; discussing and granting forbearance of any kind; advising of foreclosure alternatives; initiating default, foreclosure, and eviction proceedings are Client’s sole responsibility.
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, nor with their compliance with any pertinent State and Federal Acts or regulations, including, section 32 of Regulation Z, SAFE Act, and Dodd-Frank Act.
3. 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.
4. 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 forth in the note or contract.
5. 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. Further, Client represents that the obligation referenced herein is compliant with pertinent State and Federal Acts and regulations, including section 32 of Regulation Z, SAFE Act, and Dodd-Frank Act.
6. ESI reserves the right to delay disbursement on deposited checks, or other items, until its 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 be uncollected, then each party benefiting from payments made by ESI is responsible in solido to reimburse ESI.
7. ESI shall not liable for the acts or omissions of Clients. Note Holder agrees to indemnify and hold harmless ESI against any and all actions, proceedings, claims and demands, threatened or otherwise, brought by any third party or payor against ESI in connection with, or in any way arising from this Agreement. In addition, Note Holder shall pay any attorney’s fees, litigation costs and expenses which ESI may incur in carrying out its duties.
8. COMPENSATION:

Initial set up fee paid by:

\_\_\_\_\_\_\_\_\_ Note Holder

\_\_\_\_\_\_\_\_\_ Payor

Monthly Service fee (no escrow) shall be paid by:

\_\_\_\_\_\_\_\_\_\_ Note Holder

\_\_\_\_\_\_\_\_\_\_ Payor

Requesting party will promptly pay ESI’s fees for additional services as requested according to the Schedule of Fees. ESI may 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 provided said assignee is duly licensed to act as a servicer of mortgage loans by the Louisiana Office of Financial Institutions. ESI may change the fees from time to time by sending a notice to the Clients at least 30 days before the changes go into effect.

1. ESI may terminate this Agreement with 30 days notice with or without cause.
2. Non-payment of fees due ESI for a period of 90 days or more or non-cooperation and/or non-communication of either the Note Holder or Payor shall constitute breach of this Agreement, and shall constitute immediate termination upon notice sent from ESI to Payor.
3. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. Any litigation that arises out to this Agreement shall be instituted with the 22nd Judicial Court for the State of Louisiana, St. Tammany Parish or the United States Federal Court for the Eastern District of Louisiana.
4. Should litigation arise out of thei Agreement, the successful party shall be entitled to recover all of its attorneys’ fees.
5. Impound accounts for tax and insurance payments are not available in all states. Interest is not paid on funds in escrow account and it is Payor’s responsibility to provide tax bills and insurance premium notices to ESI in advance of due date if service is available. ESI shall not be liable in any way for non-payment of escrow items if appropriate notices or invoices are not presented to ESI by Payor or Client for payment. ESI shall not advance funds on behalf of payor or Note Holder, including payment of escrowed items when funds in escrow are not sufficient to pay said items.
6. ESI is not holding the original note, mortgage, or deed of trust and is not responsible for their cancellation upon final payment.