



# US LOAN SERVICING

## NOTE COLLECTIONS LOAN SERVICE INSTRUCTIONS

9670 W. Tropicana Avenue, Suite 100, Las Vegas, NV 89147  
(702) 362-1234 & FAX (702) 362-1010  
VISIT US @ [WWW.USLS.BIZ](http://WWW.USLS.BIZ)

DATE: \_\_\_\_\_ ESCROW#: \_\_\_\_\_ ESCROW OFFICER: \_\_\_\_\_

WE HEREWITH DEPOSIT WITH US LOAN SERVICING THE FOLLOWING AND INSTRUCT YOU TO DISBURSE PAYMENTS AS HEREIN DIRECTED.

### DOCUMENTS NEEDED: CHECK OFF BOXES BELOW IF DOCUMENTS ARE ATTACHED

Orig.	Copy	
<input type="checkbox"/>	<input type="checkbox"/>	NOTE OR CONTRACT
<input type="checkbox"/>	<input type="checkbox"/>	DEED OF TRUST/MORTGAGE
<input type="checkbox"/>	<input type="checkbox"/>	ESCROW INSTRUCTIONS (CERTIFIED)
<input type="checkbox"/>	<input type="checkbox"/>	CLOSING STATEMENT

*BUYER/SELLER MUST FURNISH THE ABOVE LISTED DOCUMENTS TO ENABLE USLS TO ESTABLISH A COLLECTION ACCOUNT.*

**ON LOANS WITH PRIOR LIENS OR "PASS THROUGH PAYMENTS", PLEASE INCLUDE:**  
 COPY OF ORIGINAL DOCUMENTS  
 BENEFICIARY OR VOM STATEMENT

### COLLECTION INFORMATION: PAYMENT STRUCTURE - ON RECEIVABLE. (WRAP)

INTEREST RATE _____% PAID TO _____	P&I AMOUNT	\$ _____
LATE CHARGE _____ AFTER _____ DAYS	IMPOUNDS	\$ _____
ALL DUE DATE _____	BUYER'S MO. COLL. FEE	\$ _____
1ST PAYMENT DUE DATE _____	PASS-THROUGH.PMT.AMT.	\$ _____
ORIGINAL AMOUNT \$ _____	TOTAL PAYMENT	\$ _____

PAYMENTS ARE:  MONTHLY  QUARTERLY  SEMI-ANNUAL  ANNUAL  OTHER \_\_\_\_\_.

### DISTRIBUTION INFORMATION: DISPOSITION OF PROCEEDS PAYABLES-UNDERLYING LOANS OR SELLER DISTRIBUTION

**PAYEE #1:** \_\_\_\_\_ TAX ID# \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_ LOAN# \_\_\_\_\_  
 \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE# \_\_\_\_\_  
 INTEREST RATE \_\_\_\_\_% 1ST PMT DUE \_\_\_\_\_ P/I AMT \_\_\_\_\_ IMPOUNDS \_\_\_\_\_  
 \$ \_\_\_\_\_ PER PAYMENT UNTIL \$ \_\_\_\_\_ HAS BEEN PAID IN FULL.

**PAYEE #2:** \_\_\_\_\_ TAX ID# \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_ LOAN# \_\_\_\_\_  
 \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE# \_\_\_\_\_  
 INTEREST RATE \_\_\_\_\_% 1ST PMT DUE \_\_\_\_\_ P/I AMT \_\_\_\_\_ IMPOUNDS \_\_\_\_\_  
 \$ \_\_\_\_\_ PER PAYMENT UNTIL \$ \_\_\_\_\_ HAS BEEN PAID IN FULL.

**PAYEE #3:** \_\_\_\_\_ TAX ID# \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_ LOAN# \_\_\_\_\_  
 \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE# \_\_\_\_\_  
 INTEREST RATE \_\_\_\_\_% 1ST PMT DUE \_\_\_\_\_ P/I AMT \_\_\_\_\_ IMPOUNDS \_\_\_\_\_  
 \$ \_\_\_\_\_ PER PAYMENT UNTIL \$ \_\_\_\_\_ HAS BEEN PAID IN FULL.

### PROPERTY INFORMATION: PLEASE FILL IN THIS SECTION BECAUSE IT IS NOT ALWAYS LISTED ON NOTE OR DEED!

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 LAND ONLY? \_\_\_\_\_ MOBILE HOME? \_\_\_\_\_ SFR? \_\_\_\_\_ OTHER? \_\_\_\_\_

### INSURANCE SECTION: FOR IMPOUNDED ACCOUNTS ONLY

COMPANY: \_\_\_\_\_ AGENT: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 PHONE#: \_\_\_\_\_ PREMIUM: \_\_\_\_\_ DUE DATE: \_\_\_\_\_ COVERAGE \_\_\_\_\_ POLICY#: \_\_\_\_\_

### TAX SECTION: FOR IMPOUNDED ACCOUNTS ONLY

ASSESSOR'S NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ ST: \_\_\_\_\_  
 PARCEL#: \_\_\_\_\_ PAID TO: \_\_\_\_\_ NEXT DUE: \_\_\_\_\_  
 AMOUNTS: \_\_\_\_\_

### REALTOR SECTION NOTICES TO REALTORS-

Buyers Agent: \_\_\_\_\_ Listing Agent: \_\_\_\_\_  
 Company: \_\_\_\_\_ Company: \_\_\_\_\_  
 Phone #: \_\_\_\_\_ Phone #: \_\_\_\_\_

**Additional Instructions:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



# US LOAN SERVICING

9670 W. TROPICANA AVE #100. LAS VEGAS, NV 89147

COLLECTION AGREEMENT & LOAN SERVICE INSTRUCTIONS

(this "Agreement")

Lender (aka, Seller or Payee) and Borrower (aka, Buyer or Payor) hereby collectively appoint U.S. LOAN SERVICING ("USLS") to perform the following services ("Services") upon the terms and conditions as set forth below:

**Services:**

- A. receive and account for collections and to remit payments after deducting therefrom all authorized payments and fees or charges due USLS (any payment accepted by USLS is subject to the acceptance thereof by Lender); provided, however, USLS WILL NOT enforce the obligations deposited herein, and assumes responsibility ONLY for disbursing funds as herein directed.
- B. issue annual tax statements to the Borrower and Lender.
- C. to furnish a monthly billing statement to the Borrower, and one (1) late notice only to Borrower.
- D. issue payoff demands, beneficiary statements, declarations and notices of defaults, & requests for full or partial reconveyance.
- E. demand, receive and collect all payments, deposit them by the next business day into USLS's trust account.
- F. answer Borrower inquiries, demands, and requests on behalf of Lender.

**Terms and Conditions for Services:**

1. **Standards:** The Services shall be performed in accordance with standard trade practices applicable to the loan servicing industry. Lender and Borrower hereby acknowledge that USLS does not provide tax or legal services or advice and is not a title or escrow company. USLS shall not be responsible or liable for the sufficiency, accuracy, or correctness of the form, manner of execution, or validity of any paper, instrument or document deposited hereunder, or any description of property or other information therein. USLS 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 USLS will not be called upon to construe any contract or instrument deposited herewith. USLS does not review, and is not responsible for, any transactional, real property or loan documents, including, without limitation, the contents, terms and conditions, value of real estate, legality or recordability thereof, and Lender and Borrower hereby acknowledge that it shall be responsible for such documents. In the event Lender and/or Borrower require USLS to hold an original document on their behalf, USLS shall not be deemed to have received such original document until: 1. actual delivery to USLS, and 2. proof of receipt by USLS of the individual document shall be only via a written & signed acknowledgement of receipt by USLS of such original document. Lender and/or Borrower shall be required to deliver such receipt to show proof of USLS's possession thereof. The parties hereby acknowledge and agree that USLS is not affiliated with either Borrower or Lender and USLS is an independent neutral third party servicer. USLS assumes responsibility only for dispersing funds as herein directed.
2. **Termination Rights:** USLS, at its option, may cancel this agreement by returning all documents by registered mail and giving notice thereof by regular mail to Borrower and Lender. Lender, Borrower & USLS herein agree that this collection agreement shall continue in force unless terminated by collective termination instructions by both the Lender & Borrower received by USLS via U.S. Certified Mail or cancelled by USLS. If Borrower & Lender agree to cancel this collection agreement there will be a \$100.00 cancellation fee.
3. **Fees:** Lender and/or Borrower shall pay to USLS the fees for the Services pursuant to the following Loan Servicing Fee schedule\*\*:

**\*\*LOAN SERVICING FEES**

<b>SET UP FEES</b>		<b>ADDITIONAL SERVICE FEES</b>			
Set-up Fee (1 payee).....	\$100.00	Return Check Charge .....	\$60.00	Assignment or Assumption fee .....	\$75.00
Set-up AITD/Contract for Sale .....	\$125.00	Reminder/Late/Delinquency Notice .....	\$18.00	Reconveyance or partial reconveyance fee .....	\$100.00
Set-up w/impounds add .....	\$25.00	Default letter .....	\$50.00	<i>plus recording fees</i>	
Each Addtl. Payee .....	\$25.00	Modification or addendums .....	(minimum) \$125.00	Non-conforming documents .....	\$25.00
<b>SERVICE FEES</b>		Foreclosure or Demand Package .....	\$75.00	Partial release/Verifications.....	\$60.00
Monthly .....	\$12.00	Amortization fee .....	\$15.00	Contract Demand +\$15 for each additional	
Quarterly .....	\$36.00	Manual Adjustment fee (per adjustment) .....	\$35.00	underlying mortgage.....	\$100.00
Semi-Annual .....	\$72.00	Re-Issue Check Charge .....	\$25.00	Holding Documents (per year) .....	\$120.00
Annual .....	\$144.00	Stop payment fee .....	\$25.00	Payoff or Partial payoff, OR foreclosure OR demand	
Impound acct add/monthly .....	\$12.00	Cancellation of Agreement .....	\$125.00	(minimum).....	\$125.00
Each Additional check .....	\$12.00	Reinstatement fee/Re-open .....	\$120.00	Demand Storage Retrieval (per hour) .....	\$60.00
Special Handling/Overnight Statements.....	\$35.00	Research (per hour) .....	\$65.00	Online Access (per month).....	\$ 1.50
Receipts, or coupons by paper .....	\$4.00	Payoff Close Out fee.....	\$125.00	Pay History (each time).....	\$25.00

I/We agree to pay the following monthly service fees: Borrower \$ \_\_\_\_\_ Lender \$ \_\_\_\_\_ = Total \$ \_\_\_\_\_

I/We acknowledge that other fees may be assessed for additional services rendered which will be payable upon demand.

NOTE: If in doubt, please call USLS for assistance in calculating fees.

\*\*Fees for services not included in this schedule shall be charged at the minimum rate of \$75.00 per employee hour. All fees are collected in advance of services performed. USLS RESERVES THE RIGHT TO MAKE ADDITIONAL CHARGES OR INCREASES TO ALL APPLICABLE FEES WITHOUT NOTICE. Additionally, USLS shall, as part of its compensation, receive all ancillary income such as payoff fees, substitution fees and reinstatement fees.

4. **Collection Clause:** In the event any unpaid balance is placed for collections by USLS, with a third party collections agency, and/or placed with an attorney to obtain judgment or otherwise satisfy payment due under this Agreement, a fee of thirty-three percent (33%) of the unpaid balance will be added to the total amount due. This amount shall be in addition to any other costs incurred directly or indirectly by USLS to collect amounts owed under this Agreement such as reasonable attorney fees, court costs and sheriff/constable fees and interest and late fees.

5. **Insufficient Borrower Funds:** In the event USLS disburses funds and Borrower's draft (check) is for any reason not paid by the issuing bank, Lender agrees to return such payment to USLS within five (5) business days from the date requested by USLS. USLS reserves the right to hold funds until the Borrower's draft (check) has cleared or certified funds have been received. USLS holds remittances for seven (7) business days for local checks and ten (10) business days for out of state checks and immediately disperses if cashier's checks or money orders are received. All dishonored checks are subject to a \$60.00 charge immediately payable by Borrower and Borrower shall also be liable for any stop payment or underlying Lender charges for such dishonored checks, payable in the future with good funds only. Payments to USLS in cash are not acceptable and must be in the form of a check, cashiers check, or money order.

6. **Limited Power of Attorney:** Lender hereby has made, constituted and appointed, and by these presents does hereby make, constitute and appoint USLS, Lender's true and lawful attorney for Lender and in Lender's name, place and stead, and for my use and benefit, as its true and lawful attorney-in-fact to execute the documents required to be executed by Lender pursuant to the Services set forth in Sections A-F and under #3 Fee Schedule only. No third party shall be required to look further than this Agreement for evidence of USLS's authority hereunder. USLS may produce a copy of this Agreement to any third party to evidence of its authority; provided, however, in the event a power of attorney is required to be recorded with any recordable document which USLS will execute on behalf of Lender pursuant to this limited power of attorney, Lender shall execute a recordable power of attorney setting forth the same.

7. **Limitation of Liability:** As a controlling part of the consideration for the acceptance of this Agreement, it is agreed that USLS 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 of this Agreement, except to the extent caused by USLS's willful misconduct. Further, in recognition of the relative risks and benefits of the Services to the parties hereunder, the risks have been allocated such that Borrower and Lender agree, to the fullest extent permitted by law, to limit the liability of the USLS to Borrower and Lender for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of USLS to Borrower and Lender under this Agreement shall not exceed the amount of fees paid by either party to USLS under this Agreement.



# US LOAN SERVICING

9670 W. TROPICANA AVE #100. LAS VEGAS, NV 89147  
COLLECTION AGREEMENT & LOAN SERVICE INSTRUCTIONS

**8. Indemnification; Hold Harmless:** Lender and Borrower agree to indemnify and hold harmless USLS, its agents, officers, employees, affiliates and subsidiaries against any liability, claims, costs, expenses or damage including reasonable attorney's fees and costs which may be incurred or suffered as a result of any claim or action arising out of, or in connection with this Agreement by USLS (including, without limitation, USLS acting as power of attorney for Lender pursuant to Section 5 above) or in connection with any dispute between the Lender and Borrower under this Agreement, or in connection with conflicting claims to this Agreement or any part thereof, or the proceeds there from, unless caused by the willful misconduct of USLS. USLS 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 there from to protect USLS's rights to indemnification and reimbursement under this Agreement. This right to set off may be exercised at USLS's sole option without notice to the parties hereto or any party interested in this Agreement. In the event any conflict or controversy arises concerning this Agreement or any conflicting demands are made upon USLS arising out of or relating to this Agreement, the parties hereto expressly agree and consent that USLS 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 Agreement until a mutual agreement has been reached between all parties hereto, or (b) file a claim in arbitration to cause the parties to litigate in such court or arbitrate (as applicable pursuant to the loan documents between Borrower and Lender) their several claims and rights amongst themselves. In the event USLS files an interpleader suit, or in the event any party interested in this Agreement files an action against USLS, USLS shall be fully released and discharged from all obligations imposed upon it in this Agreement. In the event a suit is brought by or against USLS, Borrower and Lender jointly and severally agree to pay USLS all costs, expenses and reasonable attorney's fees which it may expend or incur in such action, and which such attorney fee recovery by USLS may also be satisfied out of monies due the party whose interest in this Agreement has been garnished, levied on or otherwise attached. Any indemnification and hold harmless obligations of Borrower and Lender hereunder shall survive the termination of this Agreement.

**9. Arbitration:** All disputes between the parties and/or the Borrower, and their respective officers, directors, agents, employees and assignees, arising out of this Agreement or relating to the loan, including, the arranging and servicing of the loan and any services in connection with any real property acquired, shall be determined by binding arbitration under the applicable rules of the American Arbitration Association. Judgment on the arbitrators' award may be entered in Clark County, Nevada. Each party acknowledges that by agreeing to arbitration, such party is waiving its right to have the dispute litigated in a court or jury trial, with rights of discovery, application of the rules of evidence and appeal.

**10. Miscellaneous:** This Agreement contains the entire understanding between the parties hereto with respect to the subject matter covered herein, provided, however, USLS may modify and amend the terms and conditions of this Agreement upon thirty (30) days prior written notice to Borrower and/or Lender, which shall be binding on the parties hereto. USLS shall be permitted to assign this Agreement to any other party, or delegate its duties hereunder. All notices and other communications given by USLS to Borrower or Lender pursuant to this Agreement shall be in writing and shall be sent by a nationally recognized overnight courier service, OR United States Mail, OR sent by facsimile transmission with receipt during normal business hours. This Agreement shall be legal, valid, and binding on all parties hereto, their heirs, legal representatives, successors, and assigns. Each party (if a corporation, partnership or other business entity) hereby represents and warrants to the other party that it is a duly formed and existing entity and that it has the full right and authority to execute and deliver this Agreement, and that each person signing on behalf of such party is authorized to do so. The invalidity of any provision of this Agreement under present or future laws shall in no way affect the validity of any other provision hereof. This Agreement is for the sole benefit of USLS, Lender, and Borrower and no third party shall be deemed a third party beneficiary hereof. This Agreement shall be governed and construed according to the laws of the State of Nevada.

BUYER (BORROWERS) NAME:

SELLER (LENDER) NAME:

\_\_\_\_\_ SS#: \_\_\_\_\_

\_\_\_\_\_ SS#: \_\_\_\_\_

\_\_\_\_\_ SS#: \_\_\_\_\_

\_\_\_\_\_ SS#: \_\_\_\_\_

E - Mail \_\_\_\_\_

E - Mail \_\_\_\_\_

E-Mail \* Required to give you your payment coupons or deposit receipt of payment, not for marketing purposes

PHONE: \_\_\_\_\_

PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ before me, a notary public, in and for said County and State, personally appeared, \_\_\_\_\_

proven to me to be the person(s) who acknowledged that he executed the above instrument. WITNESS my hand and official seal.

Official Seal

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ before me, a notary public, in and for said County and State, personally appeared, \_\_\_\_\_

proven to me to be the person(s) who acknowledged that he executed the above instrument. WITNESS my hand and official seal.

Official Seal

\_\_\_\_\_  
Notary Public