

When Recorded Mail To:

Weststar Pacific Mortgage  
2525 E. Camelback Rd Ste 101  
Phoenix, AZ 85016

Escrow No. \_\_\_\_\_

**AGREEMENT FOR SALE**  
(Strict Forfeiture)

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between **SELLER NAME, as Seller** and **BUYER NAME, as Buyer** WITNESSETH:

That Seller, in consideration or the covenants and agreements of Buyer hereinafter contained, agrees to sell and convey unto Buyer, and Buyer agrees to buy, all that certain real property, together with all and singular the rights and appurtenances thereto in anywise belonging, situate in the County of \_\_\_\_\_, State of Arizona, described as follows, to-wit

**LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.**

\*\*\* of the sum of \_\_\_\_\_ 00/100 DOLLARS (\$\_\_\_\_\_.\_\_) lawful money of the United States, and Buyer agrees in consideration of the premises to pay said sum in the following manner, to-wit;

\*\*\* \$\_\_\_\_\_.\_\_ Down Payment and for the benefit of the Seller, in cash, upon the signing and sealing of these presents, the receipt of which is hereby acknowledged; and

\*\*\* \$\_\_\_\_\_.\_\_ Seller Carryback payable as follows: In regular monthly installments of interest only, in the amount of S\_\_\_\_\_.\_\_, or more, on or before the \_\_\_\_\_ day of each month, beginning \_\_\_\_\_, 202\_\_, interest to be paid on all unpaid principal at the rate of \_\_\_\_\_% (\_\_\_\_\_ percent) per annum from \_\_\_\_\_, 202\_\_;

PROVIDED HOWEVER, the entire unpaid balance together with any accrued interest thereon will be all due and payable on or before \_\_\_\_\_, 20\_\_, in the form of a balloon payment.

This Agreement for Sale shall become all due and payable in full on or before \_\_\_\_\_, 20\_\_. This Agreement for Sale shall become all due and payable in full upon the sale, assignment, or transfer of any of the Buyer/Payor's right, title, or interest in and to the subject property.

**POSSESSION:**

The Buyer shall be entitled to possession of said land so as the Buyer shall not be in default in the performance of any of the agreements herein contained on the part of the Buyer to be kept and performed, provided the Buyer shall not commit or permit waste upon said premises.

**COVENANTS:**

Seller and Buyer, and each of them, their heirs, successors or assigns, promise to pay promptly all escrow agent's servicing fees and charges and to indemnify and hold harmless Escrow Agent against all costs, damages, attorney's fees, expenses and liabilities which, in good faith, and without fault on its part, it may incur or sustain in connection with this agreement and in connection with any court action rising out of this agreement. In the event Buyer fails to pay any servicing fees and charges as herein provided, same shall be payable by Seller upon demand.

**TIME OF ESSENCE:**

It is further agreed that time is of the essence of this agreement and of each and every term and condition herein and full performance by the Buyer of all his obligations hereunder is and shall be a condition precedent to his right to a conveyance hereunder.

It is further agreed that no transfer or assignment of any rights hereunder shall be made by anyone having an interest herein unless made in such manner and accomplished by such instruments and paying its fees as shall be required by the Fidelity National Title Agency.

**TAXES & ASSESSMENTS:**

Buyer shall pay, before they become delinquent, all taxes and assessments of every kind and nature levied or assessed against said property subsequent to the date of this agreement.

If Buyer fails to pay any such taxes, charges, assessments or fails to pay any amount due upon or fails to perform any condition or covenant of this agreement for sale required of Buyer, before the same shall have become delinquent. Seller shall have the right to pay or satisfy the same, and the amount so advanced together with necessary costs and legal fees shall be secured hereby and shall be repaid to Seller by Buyer on demand, together with interest thereon from date advanced by Seller until repaid. Any payment so made by Seller shall be prima facie evidence of the necessity therefore. In the event the Buyer shall fail to make any of the payments herein provided to be made promptly when the same become due and payable or to comply with any of the terms hereof, the Seller may pursue any of the following remedies:

1. Bring an action for specific performance to compel the performance of the covenants which the Buyer has failed to perform;
2. Enforce a forfeiture of the Buyer's rights under this contract.

Nothing contained herein shall be construed as depriving the Seller of any legal or equitable right or remedy which may have in the premises, and no court of law or equity shall relieve the Buyer of full obligation to comply strictly and literally with the terms of this agreement. The Buyer agrees to pay all costs and expenses of any action commenced by the Seller to enforce this agreement, including reasonable attorney's fees. In the event judgment is rendered in favor of the Seller, reasonable attorney's fees may be fixed by the Court.

Buyer shall pay before they become delinquent all taxes and assessments on said property, levied subsequent to \_\_\_\_\_, 202\_\_\_\_, together with all assessments and other charges of any Water District of Association not delinquent at the date hereof; and all other assessments and charges for or on account

of irrigation water or power used in furnishing irrigation water, after the date hereof; and Buyer shall keep the buildings erected and to be erected upon said property in good condition and shall not permit any waste or deterioration thereof. Buyer shall also keep property insured against fire in the amount of the reasonable insurable value thereof, in insurance companies to be selected by Seller, for the mutual benefit and protection of the parties hereto.

**FORFEITURE:**

Should default be made in any payment when due, the whole sum of principal and interest shall become immediately due and payable at the option of the Seller.

If Buyer to pay any monies due under this agreement when due, or breaches any covenant, condition or stipulated hereof, then Seller may pursue any available remedy at law or in equity, including forfeiture in the manner set forth in A.R.S. 33-741 thru 749 when applicable .

**.JOINT TENANCY:**

In the event the Buyer herein named are purchasing the subject property as joint tenants with full right of survivorship by the execution hereon said Buyers accept and approve the joint tenancy.

**DISCLAIM OF INTEREST:**

In the event the Buyers herein named are purchasing the subject property as his sole and separate property, the spouse by the execution hereof docs hereby disclaim any and all right, title and interest in this Agreement and the property being purchased hereunder.

**ACCOUNT SERVICING:**

For any balance due Seller evidenced by this document, unless otherwise provided, WestStar Pacific Mortgage is hereby employed and appointed to act and Account Servicing Agent to hold the security documents, as specified herein, for servicing, receiving, processing, and remitting payments in accordance with its Standard Account Servicing Instructions and Schedule of Account Servicing Fees. Seller and Buyer will pay to Account Servicing Agent for it's services in receiving, processing, and remitting funds, terminating the account and performing services, requested by or on behalf of Seller or Buyer, such reasonable fees as Account Servicing Agent has or many hereafter establish for the various services to be performed.

Seller and Buyer understand and agree that this is a strict forfeiture Agreement for Sale and further agree to abide by all the terms relative to strict forfeiture.

RIDER TO NOTE AND DEED OF TRUST/AGREEMENT (WRAP ADDENDUM) ATTACHED HERETO AND MADE A PART HEREOF.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year above written.

\_\_\_\_\_  
Seller 1

\_\_\_\_\_  
Buyer 1

\_\_\_\_\_  
Seller 2

\_\_\_\_\_  
Buyer 2

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

County of \_\_\_\_\_)

My commission expires: \_\_\_\_\_)

This instrument was acknowledged before me this \_\_\_ day  
of \_\_\_\_\_, 202\_\_\_, by

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

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

County of \_\_\_\_\_)

My commission expires: \_\_\_\_\_)

This instrument was acknowledged before me this \_\_\_ day  
of \_\_\_\_\_, 202\_\_\_, by

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

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

County of \_\_\_\_\_)

My commission expires: \_\_\_\_\_)

This instrument was acknowledged before me this \_\_\_ day  
of \_\_\_\_\_, 202\_\_\_, by

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

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

County of \_\_\_\_\_)

My commission expires: \_\_\_\_\_)

This instrument was acknowledged before me this \_\_\_ day  
of \_\_\_\_\_, 202\_\_\_, by

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



Dear Client,

Thank you for choosing Weststar Pacific Mortgage as your loan servicing agent. 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.

For sellers and lenders, 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.

For buyers and borrowers 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. Regardless of whether you choose auto draft or to mail your payment in, payment coupons with your account information will be mailed within two weeks of your first payment due date. If you choose auto draft you can put these aside, secure in the knowledge that your payment will be processed.

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 account is setup, 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



# CHECKLIST

## REQUIRED FOR ALL NEW ACCOUNTS

**a new account will not be accepted for servicing without these items**

- Birthday information for all parties
- Social Security Number or TIN # for all parties
- Servicing Instructions signed by all parties
- Setup Fee (see servicing instructions sheet)
- Property Parcel Number (if real property)
- Closing Statement (if closed by title company)
- legible copy of picture ID for all parties

## NECESSARY FOR ACCURATE PROCESSING

Taxes and Insurance collection (if applicable) (**check both**)

- Copy of insurance certificate
- Copy of tax certificate is included
- HOA invoice (if applicable)

Interest Calculation Method (**choose one**)

- Periodic Interest** means that interest is calculated on a 360-day year and 30 days between payments regardless of date of payment.
- Daily Interest** means that interest is calculated on a 365-day year and the actual number of days between payments.

Payoff Documents (**choose one**)

- Weststar Pacific Mortgage is named as trustee in the Deed of Trust
- EXECUTED BUT UNRECORDED Release document is provided

Special Instructions Noted on servicing instruction sheet

- Due in full date (if applicable)
- Prepayment penalty and/or Termination Fee (if applicable)
- Balloon penalty (if applicable)
- Special payment processing requirements

## OPTIONAL

- Direct Deposit form filled in and signed by lender
- Automatic Withdraw form filled in and signed by borrower

## DOCUMENTS CHECKLIST

(choose one)

- Note – Deed of Trust – Executed Release OR Weststar Pacific Mortgage Named as trustee
- Agreement for Sale – executed but unrecorded warranty deed
- Purchase Contract – executed but unrecorded warranty deed
- Option Contract
- Memorandum of Option
- Lease Option
- Lease
- Personal Property Note



**LOAN SERVICE INSTRUCTIONS**  
**Weststar Pacific Mortgage**

***This is authorization to establish a Loan Service Account. We agree to the standard fees charged on this account. We herewith deposit with you the following and instruct you to disburse as herein directed.***

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**ACCOUNT INFORMATION**

**Interest** \_\_\_\_\_ %  
\_\_\_\_\_ Calculation Method required (P or D - refer to checklist for description)  
\_\_\_\_\_ Interest Start date

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**Payment** \_\_\_\_\_ 1<sup>st</sup> Due Date  
\_\_\_\_\_ Balloon Date (Due in full)  
\_\_\_\_\_ APN or Parcel required if real property  
\_\_\_\_\_ Who pays monthly service fees (B-Payor; S-Payee; SP-Split – refer to fee schedule)  
\$ \_\_\_\_\_ Principal and Interest (or Lease) Amount (per pmnt)  
\$ \_\_\_\_\_ Impound Amount (per pmnt – if to be impounded by Weststar)  
\$ \_\_\_\_\_ Monthly Payor Fee Estimate (subject to update by WPM)  
\$ \_\_\_\_\_ Wrap-around (Underlying) Lien Amount (if applicable)  
\$ \_\_\_\_\_ **TOTAL ESTIMATED PAYMENT AMOUNT**

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**Impound Collection**    \_\_\_ N/A        \_\_\_ Taxes        \_\_\_ Insurance        \_\_\_ HOA

Please note: Weststar collects and pays taxes and insurance in-house therefore we do not use a tax service.

\_\_\_\_\_ Insurance Policy or Binder #  
\_\_\_\_\_ **Address for Insurance Underwriter required (cannot be agent unless commercial property)**  
\_\_\_\_\_  
\_\_\_\_\_ Home Owner’s Association Account #

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**Late Charge**        \_\_\_\_\_ \$ or % Late Fee  
\_\_\_\_\_ # of days allowed  
\_\_\_\_\_ Are there other late provisions such as \$ per day etc. (Y/N)  
\_\_\_\_\_ Automatic Late Notice @ 15 days (Y/N) \*\*additional Payor Fee

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**\*\*\*Payor Initials:** \_\_\_\_\_

**\*\*\*Beneficiary Initials:** \_\_\_\_\_

**\*\*\*Payor Initials:** \_\_\_\_\_

**\*\*\*Beneficiary Initials:** \_\_\_\_\_

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## 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 if any** : \_\_\_\_\_

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

City : \_\_\_\_\_ State : \_\_\_\_\_ Zip: \_\_\_\_\_

**SS# or TIN required** : \_\_\_\_\_

**Birthdate required:** \_\_\_\_\_

Phone : \_\_\_\_\_

Primary email address : \_\_\_\_\_

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### Lien Holder(s)

**Beneficiary Name:** \_\_\_\_\_

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

City : \_\_\_\_\_ State : \_\_\_\_\_ Zip: \_\_\_\_\_

Phone : \_\_\_\_\_

**Primary SS# or TIN required** : \_\_\_\_\_

**Birthdate required:** \_\_\_\_\_

Primary email address : \_\_\_\_\_

**Additional Beneficiary if any:** \_\_\_\_\_

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

City : \_\_\_\_\_ State : \_\_\_\_\_ Zip: \_\_\_\_\_

**Primary SS# or TIN required** : \_\_\_\_\_

**Birthdate required:** \_\_\_\_\_

Phone : \_\_\_\_\_

Primary email address : \_\_\_\_\_

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\*\*\*Payor Initials \_\_\_\_\_

\*\*\*Beneficiary Initials \_\_\_\_\_

\*\*\*Payor Initials \_\_\_\_\_

\*\*\*Beneficiary Initials \_\_\_\_\_

**Underlying Lien Information (if applicable)**

Lien Holder Name: \_\_\_\_\_

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

City : \_\_\_\_\_ State : \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Acct/Loan # : \_\_\_\_\_

Next payment due: \_\_\_\_\_

Full Payment Amount: \$ \_\_\_\_\_ Are taxes and Insurance included in this loan? \_\_\_\_\_

**Property Type**

**Required**

Residential

Commercial Property

Vacant Land

**SPECIAL INSTRUCTIONS**

\_\_\_\_\_  
\_\_\_\_\_  
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\*\*\*Payor Initials: \_\_\_\_\_

\*\*\*Beneficiary Initials: \_\_\_\_\_

\*\*\*Payor Initials: \_\_\_\_\_

\*\*\*Beneficiary 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:** \_\_\_\_\_

**\*\*\*Beneficiary Initials:** \_\_\_\_\_

**\*\*\*Payor Initials:** \_\_\_\_\_

**\*\*\*Beneficiary 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
<b>Transaction/Servicing Fee with one ACH direct deposit</b>	
<b>Monthly</b>	<b>\$13.00</b>
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
<b>Collection for Taxes and/or insurance</b>	<b>add’l \$6.00 per month</b>
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 seven (7) page agreement and agree to place the attached documents with Weststar Pacific Mortgage for servicing.

\*\*\*Payor SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*Payor SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*Beneficiary SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*Beneficiary SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_



**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. A person regularly extends consumer credit if, in any 12-month period, the person originates more than one credit extension that is subject to the requirements of

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.

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**\*\*\*Beneficiary SIGNATURE:** \_\_\_\_\_

**\*\*\*Beneficiary SIGNATURE:** \_\_\_\_\_



## 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.**



## 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 (.,[]{}|V?!@#\$\$%^&\*())
  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**.