



**SECURITY**  
TITLE AGENCY

ACCOUNT SERVICING  
3636 N. Central Avenue • Suite 140 • Phoenix, AZ 85012  
Phone 602.266.3213 • Fax 602.230.6293

## NEW SERVICING ACCOUNT REQUIREMENTS AND FORMS

Per your inquiry, I am forwarding the requested documents. Please read the following to ensure that we will be able to accept your documents for servicing.

1. Servicing Agreement (copy attached). This is our employment contract. All parties, both Payors and Payees must sign this contract under notary with one of the three choices indicating who will pay the regular servicing fees. **MUST HAVE SS/TIN FOR ALL PARTIES ON SERVICING AGREEMENT.**
2. Notice of Substitution of Trustee. Any recorded Deed of Trust must indicate that Security Title Agency is the Trustee. If not so recorded, then a Notice of Substitution of Trustee must be recorded thereafter by the former Trustee.
3. Original Note.
4. Original signed Deed of Trust and Reconveyance (to be held for payoff).
5. Copy of the Settlement Sheet.

If we are to impound for taxes and/or insurance the following is needed:

1. Addendum for the 1/12<sup>th</sup> clause.
2. Copy of the Insurance Binder/Policy (if applicable).
3. Two month cushion for taxes and/or insurance.
4. Tax contract fee (currently \$95.00) for residential.

These requirements are for a basic new account setup only. If you have any questions regarding this matter, please contact our office between 9:00 am to 4:00 pm, Monday through Friday. Thank you for this opportunity.

**SECURITY TITLE AGENCY ACCOUNT SERVICING  
NEW TRANSACTION INTAKE**

**This form must be attached as the cover to each new request to set up an account for servicing and is to be used with the Security Title Agency Account Servicing Agreement.**

Transaction Details:

**Borrower:**

- Individual(s) or family trust                       Legal entity (corporations, partnerships, LLC)

**Occupancy:**

- Owner occupied     Non-owner occupied

**Type of collateral:**

- Residential    Single family or manufactured home    Multi-family 2-4 units    Multi-family +5 units  
 Construction    Improved lot(s)    Unimproved land    Commercial/Industrial

**Use of proceeds:**

- Purchase    Refinance    Consumer use               Business use

**Transaction classification:**

- This is not a TILA covered transaction    This is an HOEPA transaction    This is an HPML transaction  
 This is a TILA covered transaction but not HOEPA or HPML

**Beneficiary**

- Beneficiary has made more than one High Cost Loan in the past 12 months.  
 Beneficiary has not made more than one High Cost Loan in the past 12 months.  
 Beneficiary  has  has not adopted a Loss Mitigation Policy

Beneficiary affirms to Security Title Agency that is shall comply with the Mortgage Servicing Final Rules under the Real Estate Settlement Procedures Act, Regulation X, (12 CFR 1024) and the Mortgage Servicing Rules under the Truth in Lending Act, Regulation Z, (12 CFR 1026). \_\_\_\_\_ (initials)

## **Communications Policy for TILA Covered Transactions:**

The mortgage loan originator (mortgage broker, mortgage banker or real estate professional) and beneficiary, expressly agree and understand that the Company does not engage in loss prevention matters. The Company will provide, for a fee, a written late notice. In the event that the borrower fails to make a scheduled payment, between the 15<sup>th</sup> day and the 36<sup>th</sup> day of the delinquency, the mortgage loan originator and/or beneficiary must make a live contact with the borrower/Payor.

If a borrower who is delinquent or in default contacts Security Account Servicing for assistance or a loss mitigation application, Security Account Servicing is hereby directed to refer the borrower to:

\_\_\_\_\_ o at the mortgage loan originators office or o the beneficiary at the following number \_\_\_\_\_.

Mortgage loan originator and beneficiary acknowledge receipt of the Agreement. \_\_\_\_\_(initials)

## **Direction for Payment Application**

### **Monthly payment consists of:**

- Principal and interest
- Interest only
- Impounds for taxes are required
- Impounds for insurance are required
- Impounds for taxes and insurance are not required.

### **Notices:**

If the subject transaction has an impound account, which after receipt of invoices, is determined to be insufficient to pay any taxes or insurance then due, notices of shortage shall be mailed to:

- Mortgage Loan Originator
- Beneficiary

### **Partial Payments**

If Payor/borrower makes a payment that is insufficient to pay the amount due, beneficiary directs Security Account Servicing to:

- Post the payment in the following order; interest, principal, insurance, taxes
- Post the payment in the following order: Insurance, taxes, interest, principal
- Post the payment and accrue unpaid interest
- Reject the payment – return the payment to the borrower and ask for the full amount.

**Terms of Repayment**

First payment:	_____	Maturity date:	_____
Late charge:	_____ %\$	Late Charge effective date:	_____
Default interest rate:	_____	Date default interest effective:	_____
Prepayment penalty:	_____	Penalty for late balloon payment:	_____
Due on Sale:	_____	Assumable:	_____

**Mortgage Loan Originator**

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

Contact: \_\_\_\_\_

Alternate Contact: \_\_\_\_\_

SECURITY ACCOUNT SERVICING AGREEMENT  
 3636 N. CENTRAL AVE, SUITE 140  
 PHOENIX, AZ 85012  
 602-266-3213

Date: \_\_\_\_\_

Servicing Account No. \_\_\_\_\_

PAYOR		PAYEES	
Payor 1		Payee 1	
Payor 2		C/O	
Mailing Address		Mailing Address	
Phone		Phone	
Email address		Email Address	
TIN 1		TIN 1	
TIN 2		TIN 2	

SPECIAL INSTRUCTIONS FOR DISTRIBUTION OF PAYMENT TO PAYEES
Checks are payable to:

The Payor and Payee named above hereby employ Security Title Agency, Inc. Account Servicing Department, hereinafter referred to as "SAS", to receive, apply and disburse payments; to hold documents for future delivery; and to perform as instructed herein, or as instructed subsequently in writing. ADDITIONAL TERMS AND CONDITIONS ARE ATTACHED HERETO AND ARE INCORPORATED HEREIN.

DOCUMENTS HELD IN TRUST	
The following document(s) are deposited with SAS to establish the account:	
Promissory Note	Deed of Trust
Agreement for Sale	Mortgage
Impound Authorization	Direction for Release

PAYMENT OF FEES	
The regular account servicing fees for the receipt, application and disbursement of payments shall be payable in advance as follows:	
All by Payor	½ by Payor & ½ by Payee
	All by Payee

All other services and charges shall be paid for by the party requesting the service or incurring the charge (except those prohibited to be charged to certain Payors by local, state or federal laws and rules), including dormant account maintenance fees under the Arizona Uniform Unclaimed Property Act. Fees will be charged in accordance with SAS's current Schedule of Account Servicing Fees as attached and made a part hereof. ALL FEES AND CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

The servicing of this account will be in accordance with the terms and conditions of this agreement, any amendments thereto and in compliance with the RESPA-TILA Mortgage Servicing Final Rules if applicable. In the event of conflicting provisions of the deposited documents with this Agreement, SAS will service this account in accordance with this Agreement until SAS receives new written instructions from the parties. The parties understand that this Agreement and any future written instructions, are subject to review, approval and acceptance by SAS, which reserves the right to refuse, modify or require supplemental agreements or addendum prior to acceptance of any account to be serviced.

This Agreement with the accompanying Terms and Conditions, pages 1-9 inclusive, shall be binding upon all Payors, Payees, and their successors and/or assigns.

This document may be completed and/or signed in counterpart and when attached or otherwise joined together shall be considered one complete agreement.

AGREED AND ACCEPTED:

\_\_\_\_\_  
Payor: \_\_\_\_\_ Payee: \_\_\_\_\_

\_\_\_\_\_  
Payor: \_\_\_\_\_ Payee: \_\_\_\_\_

## ACCOUNT SERVICING TERMS AND CONDITIONS

- 1) Documents: Documents deposited with SAS will be held in safekeeping for the mutual benefit of the Payor and Payee and may be withdrawn, after payment of all fees due SAS, only upon receipt by SAS of mutual instructions in writing signed by the Payor and Payee, except that if a default has occurred, the Payee may, without prior notice to the Payor, withdraw the documents for the purpose of trustee's sale, forfeiture, foreclosure or transfer to another servicing agent. SAS shall have no liability or responsibility for the adequacy of the documents deposited or the enforceability of the terms, conditions and covenants therein.
- 2) Enforcement of Obligation: Payee shall be solely responsible for the enforcement of the obligation and expressly indemnifies SAS against any claim or violation of any local, state or federal law or rule. SAS does not assume or undertake the responsibility for the enforcement of the terms of payment, or any covenants found in the instruments constituting the debt or security therefor, by legal action or otherwise.
- 3) Payments: Payment received by SAS will be deemed to have been made to Payee for purposes of timeliness and interest computations upon receipt by SAS so long as any check is honored by Payor's bank. Payments due on Saturday, Sunday or a legal holiday, observed by SAS and posted on the front door of its offices, must be received by the close of business on the next working day following in order to avoid possible late charges or penalties. SAS shall post all payments made in collectable funds promptly and in accordance with the RESPA-TILA Mortgage Servicing Final Rules.
  - a) Acceptance of Payment: Neither the receipt of any payment by SAS nor its deposit into any SAS bank account set up to receive account payments shall constitute acceptance of the payment by the Payee. SAS reserves the right to return to the Payor any payment which is tendered in such a manner, or is tendered with a contingency or condition attached, which would make receipt of the payment or negotiation of any check by SAS acceptance on behalf of the Payee. Payor agrees that any payment tendered with such a condition or contingency attached must be delivered personally to SAS or by registered or certified United States mail.
  - b) Excess Payments: Any amount received by SAS in excess of what is needed to make all payments then due will be applied as first to unpaid and accrued late charges, unpaid and accrued interest and then to additional principal, unless the account documents otherwise provide or SAS is instructed in writing to the contrary. SAS will process all pre-payments unless the account documents specifically prohibit such prepayments.
  - c) Application of Payments. Periodic payments will be applied in monthly order regardless of date processed. Interest calculations will be on the basis of a 30 day month and a 360 day year. Payments other than monthly, processed within 15 days of due date, will be applied as if received on said due date. All balloon payments of principal will be applied from the

date received unless SAS has received mutual instructions to the contrary.

- d) Impound Account for Taxes and Insurance: An impound account for the payment of insurance and taxes is established only if written instructions, on a form approved by SAS, are deposited with SAS. If an impound account is not established, then the procurement of insurance coverage or the payment of any insurance or tax obligations will be the sole responsibility of the Payor or Payee. Payor and Payee acknowledge that servicing agent deposits all funds into a non-interest bearing account, but receives certain credits in the form of services from various banks as a result of banking relationships maintained during the normal course of business. Payor and Payee waive the right, if any to such credits.
    - i. Insurance Claims for Loss: Loss payable clauses on insurance policies are not to designate SAS as the beneficiary. If an insurance proceeds check is made out to SAS as a result of SAS having been so designated, SAS will not endorse the check over to another party unless instructed in writing to do so by all parties, including the insurance company, but will return the check to the insurance company.
  - b. Late Charges and Penalties: Late charges and penalties, if set forth in the account documents and if deductible from principal of the payment received, will be processed by SAS for the established fee. All other late charges and penalties will be collected by SAS only if the Payee, upon receipt of a specific payment, advises SAS in writing of the amount to be demanded and included with Payor's next payment. Any additional service fees chargeable because of failure of Payor to perform according to the terms and conditions of the account documents or this agreement will be paid or reimbursed by Payor to Payee upon demand. SAS will forward said demand to the Payor and request the amount demanded by Payee, together with SAS's fee, to be paid with Payor's next payment. SAS reserves the right to refuse the next payment if its fees are not included.
  - c. Partial Payments: Unless directed by the Payee otherwise, SAS will reject any partial payments.
  - d. Good Funds: SAS, at its sole option, may require cash, cashier's check, certified check or money order from Payor or may present Payor's checks for proper bank clearance prior to any disbursements. Failure of SAS to present any Payor check for bank clearance is not a waiver of Payor's or Payee's obligation to reimburse SAS for a dishonored check. The Payee agrees to refund to SAS any disbursements made by SAS to Payee, or for Payee's benefit, in the event any Payor check is subsequently dishonored. A fee will be assessed for any check returned for non-payment. SAS will not process the next payment from the Payor unless it includes all dishonored check charges.
- 4) Account Servicing Fees: Payments to SAS will include Payor's share of regular account service fees



and any additional fees or amounts due. In the case of a payment received minus such fees SAS, at its sole option, may either return the payment to Payor or apply the payment on the account and deduct said fees from Payee's disbursement.

- 5) Multiple Payees: Accounts established with more than one Payee (other than Payees in underlying obligations) shall set forth the name and address and the percentage of each Payee's disbursement. (Note: Said disbursement percentage is not to exceed 4 decimal places. Example: 6.6667) Accounts established with more than one Payor shall designate in writing one Payor, agent or representative to receive all billings, payment notices, statements, notices and demands on behalf of all the Payors.
- 6) Payment in Full: Upon payment in full of the account obligation SAS is authorized to deliver the debt instruments to the Payor and to record the documents to release the security. In the event that documents necessary to release the security are missing, SAS is hereby granted an irrevocable power of attorney to execute and record any document necessary to satisfy the obligations, to complete the transaction and to release of record any instrument recorded as security for the obligation.
- 7) Resignation as Servicing Agent: SAS, at its election, may resign as servicing agent upon giving to all parties a thirty day (30) written notice through regular United States mail sent to the last address for each party in the account records of SAS.
- 8) Termination of Account Servicing Agreement: This agreement may be terminated by the Payor and Payee after payment of all fees due SAS and upon delivering to SAS mutual written instructions as to the disposition of any documents or funds being held by SAS. If SAS is confronted with conflicting demands or presented with conflicting instructions, funds or documents in its possession may, at the expense of the parties, be deposited with the Maricopa County Superior Court and thereafter SAS shall have no duty, liability or responsibility in connection with this agreement. SAS may in the alternative elect to hold the funds and documents until the Payor and Payee can resolve the conflict or it is ordered by a court of competent jurisdiction to dispose of the funds and documents, during which period of holding SAS shall have no further responsibilities under this agreement except as to the safekeeping of the funds and documents.
- 9) Payment of Servicing Fees: Payor and Payee, and each of them, promise to pay promptly and to indemnify and hold harmless SAS, as servicing agent, against all costs, expenses, damages, attorney's expenses and liability which in good faith it may incur or sustain in connection with servicing the account and in connection with any court action arising therefrom, including, but not limited to, any interpleader action brought by SAS, except as caused by the gross negligence of SAS.
- 10) Servicer Right of Offset and Lien: SAS shall have a lien on funds or property and authority to reimburse itself for any damages or expenses incurred, which SAS may enforce by offset against

said account. SAS may file a notice and claim of lien on any real property owned by the Payor or Payee, or otherwise.

- 11) **No Future Obligation:** SAS may refuse to conduct a forfeiture by notice of a contract for the conveyance of real estate or a trustee's sale under a deed of trust.
- 12) **Transfer or Assignment of Account:** No transfer of interest in the account or assignment of any rights in this agreement, or any assignment of funds, will be accepted by SAS unless made in such a manner and accompanied by such documentation as shall be required by SAS and until its costs and fees shall have been fully paid and all replacement documents necessary to service the account and finalize the obligation shall have been deposited with SAS and SAS has accepted the transfer and indicated its willingness to continue as servicing agent.
- 13) **Annual Account Statement:** SAS will provide annually to the Payor a statement reflecting the total principal and interest applied. The voucher accompanying the payment check will be the Payee's record of the application of principal and interest.
- 14) **Disbursements to Payees:** All disbursements will be in the form of SAS's check and mailed by regular mail, postage paid, to the Payee, with the application of payment included on the voucher thereof. A postage charge will be made for mail requiring special handling or for mail outside the continental United States.
- 15) **Change of Address:** The addresses of the Payor and Payee, as set forth in this Agreement or in the last notice of change thereof received by SAS, will be used by SAS in mailing any notice, demand or declaration required herein. All address changes must be delivered in writing to SAS, signed by all affected parties.
- 16) **Authorized Representatives:** Payor and Payee agree to advise SAS of the names and addresses of any persons who will act for the Payor or Payee as managing partner or corporate signatory, in a representative capacity or as agent or attorney in fact. SAS reserves the right to require proof of authority.
- 17) **Assignment of Servicers Rights:** Nothing herein shall be interpreted to limit the right of SAS to assign its interest in this account.
- 18) **Servicer Exclusions of Duties:** The Payor and Payee hereby acknowledge that SAS is expected to perform only in accordance with the provisions of this agreement and supplemental instructions from the Payor and Payee and that SAS has no responsibility hereunder to conduct a title examination or to maintain an updated title report in connection with the account. Further, SAS, as servicing agent, has no responsibility to notify the Payor or Payee of any bankruptcy, trustee's sale, forfeiture

or other legal action involving either the Payor or Payee.

- 19) Entire Agreement: This agreement, the account documents herewith and any amendments in writing thereto shall constitute the entire servicing agreement between Payor and Payee and said servicing agreement supersedes any other written or oral agreement with respect thereto. Modification or amendment of this agreement or supplements thereto must be in writing and in a form acceptable to SAS and must be approved by SAS as a condition to its continuing to act as servicing agent.

STA ACCOUNT SERVICING FEES			
Effective 6/20/2015			
		DESCRIPTION	CHARGE
A		SET-UP FEES – ESCROWED TRANSACTIONS	
	1.	Set-Up Fee – In House escrowed transaction. Acceptance fee for an account servicing agreement arising from an in house Escrowed Transaction or from accounts transferred from another licensed Account Servicing Agent (ASA)	\$100.00
	2.	Set-Up Fee – In House Escrowed Transaction with Impounds. Acceptance fee for an account servicing agreement arising from an in House Escrowed Transaction or for accounts transferred from another licensed ASA, which includes an impound account for payment of taxes, insurance and assessment by ASA.	\$250.00
	3.	Set Up Fee – Outside Escrow Transaction. Acceptance fee for an account servicing agreement from an Outside Escrowed Title Company that does not have an account servicing division	\$175.00
	4.	Set Up Fee – Outside Escrowed Transaction including impounds. Acceptance fee for an account servicing agreement arising from an Outside Escrow Title Company that does not have an account servicing division.	\$325.00
	5.	Set Up Fee – Lease contract with Purchase Option, only. Acceptance fee for an account servicing agreement arising from an Escrowed Transaction or from accounts transferred from another licensed ASA.	\$150.00
B		SET-UP FEES – NON-ESCROWED TRANSACTIONS	
	1.	Set up Fee – Non-Escrowed Transaction. Acceptance for an account servicing agreement arising from a Non-Escrowed Transaction.	\$325.00
	2.	Set-Up Fee – Non Escrowed Transaction with Impounds. Acceptance fee for an account servicing agreement arising from a Non-escrowed Transaction which includes an impound account for payment of taxes, insurance and assessments by ASA.	\$325.00
C		SET-UP FEE – ADDITIONAL NOTE(S)	
	1.	Set-Up Fee – Additional note(s) or Amortizing Ledgers. This fee would also be applicable to accounts with multiple payees, in which each payees request	\$100.00 each

		separate amortizing ledgers reflecting each payee's percentage of the note.	
	2.	Set-Up Fee – Additional services with a Note/Agreement for Sale or Contract. In addition to the appropriate fee from above, for terms that include partial releases, delayed funding, Wraps and Adjustable Rate Mortgages.	\$100.00 Each
	3.	Set up fee – Servicing a note secured by a lien on a mobile home with 1 personal property tax parcel and 2 insurance policy	\$100.00 each
<b>D</b>		<b>ANNUAL FEES</b>	
	1.	Annual Fee. Includes one check out.	\$156.00
	2.	Annual Fee – Additional checks out. Annual Fee for additional checks out in excess of one for additional payee(s) or other disbursements.	\$75.00 each
	3a.	Annual Fee – Including Impound Account Includes one check out; one tax code, one insurance policy and one assessment.	\$300.00
	3b.	Each additional impounded item, annually.	\$75.00 Each
	4.	Special Services Accounts. In addition to other monthly fees due.	\$12.50 Per month
	5a.	Annual Fee – Including Impound Account – Low Income Housing Payor. This rate is available to the Payor under an account who purchased a primary residence with assistance from a non-profit organization whose primary purpose is to assist low-income individuals in the purchase of a primary residence. Includes one tax code, one insurance policy and one assessment.	\$168.00
	5b.	Each Additional impounded item, annually.	\$30.00 Each
<b>E</b>		<b>ASSIGNMENT &amp; NAME CHANGE FEES</b>	
	1.	Assignment of Funds	\$100.00
	2.	Change Payor/Payee. Name change only.	\$100.00
	3.	Assignment of Assumption of Account. Change of payee due to assignment of lien instrument or change of payor due to change in ownership of property with assumption of existing lien subject to the account.	\$150.00

<b>F.</b>		<b>MODIFICATION &amp; ACCOUNT ADJUSTMENT FEES</b>	
	1.	Addition of Impound Account to Existing Account. Due upon request to add an impound Account to an existing account for payment of taxes, insurance and assessments by ASA. Includes one tax code, one insurance policy and one assessment.	\$150.00
	2a.	Modification in Terms of Account. Includes one (1) change.	\$100.00
	2b.	Each Additional Change	\$25.00
	3.	Add and Demand. Taxes, Insurance, Assessment.	\$100.00
<b>G</b>		<b>STATEMENT &amp; VERIFICATION FEES</b>	
	1.	Statement Fee. Assumption, assignment, payoff, status, etc.	\$100.00
	2.	Written Updates on all statements. Assumption, assignment, payoff, status, Forfeiture or foreclosure, reinstatements, etc.	\$50.00

	3.	Verification of Information fee	\$25.00
H		TRUSTEE FEES – DEED OF TRUST	
	1.	Trustee Reconveyance Fee – Full or Partial.	\$100.00
	2.	Substitution of Trustee.	\$50.00
I.		FORFEITURE FEES – AGREEMENT FOR SALE	
	1.	Notice requiring strict performance of agreement.	\$50.00
	2.	Notice of Intent to Forfeit and Affidavit – ½ of 1% of remaining balance or \$600.00 whichever is greater	
J.		CLOSE-OUT & TRANSFER FEES	
	1.	Close-Out or Termination Fee.	\$100.00
	2.	Transfer of an Account	\$100.00
K		RECORDING FEES	
	1.	When document(s) are recorded or filed through a servicing account, the fee(s) charged shall be the actual fee(s) charged by the County Recorder in which the property is located and/or in the filing office, in addition to any other charge(s) incurred and as set forth herein.	Actual Charge
L.		MISCELLANEOUS SERVICES	
	1.	Account Freeze. Due to pending foreclosure or forfeiture. Includes reinstatement figures of account.	\$100.00
	2.	Amortization Schedule	\$15.00
	3.	Distribution of an Estate. When payee’s funds have been held pending such distribution. Does not include any other fees due for name change, etc.	\$50.00
	4.	Holding Account.	\$50.00
	5.	Reminder Notice.	\$20.00
	6.	Returned Unpaid Check Fee. “Bank Fees” may include, but not be limited to the actual charges assessed by the financial institution of the holder, payee or assignee of the holder or payee.	\$25.00 Plus bank fees
	7.	Additional Services. In the event that additional services are requested by the parties or are required in order to service the trust as instructed by the parties, then those applicable rates set forth in the Escrow Manual shall be charged if and as incurred. Unless otherwise instructed in writing by the parties, said charges shall be charged to the party requesting or requiring such service(s), and shall be in addition to any other fees set forth in this Chapter.	Filed Rate

**AUTHORIZATION FOR RESERVE ACCOUNT**

In addition to the regular monthly payments of principal and interest or interest only and fees required under the main account, the Payor agrees to pay to the servicing agent, a sum equal to 1/12 of the annual taxes, hazard insurance premiums and other assessments existing or which may become of record against said property, plus 1/12 of the annual service fees of Account Servicing Agent. Said monthly payment to be estimated by the Account Servicing Agent, without liability. Account Servicing Agent agrees to deposit said sums in a non-interest bearing account to pay said obligations before they become delinquent, and to furnish an annual statement of the account to the Payor. The parties hereby adopt these instructions in addition to the Account Servicing Agreement.

It shall be the Payor's obligation to see that insurance is maintained on the property in the amount of replacement value of the property and for the mutual benefit of the Payor and Payee. Pursuant to the Settlement Statement, you are handed herewith a copy of the evidence of insurance, a paid in full receipt for one year and a reserve amount not to exceed 1/6 of the annual amount anticipated for disbursement of real estate taxes and hazard insurance. You are authorized to pay the premiums on this policy as they become due and payable upon presentation of the premium notices, and to accept renewal policies written through the agent stated on the Evidence of Insurance, or Declaration of Insurance, for payment unless notified by the Payor in writing thirty (30) days prior to expiration of the existing policy that a new insurance policy will be issued. The Payor agrees to deposit a replacement policy with Account Servicing Agent thirty (30) days prior to the expiration of the existing insurance. It is understood that Account Servicing Agent has no liability to maintain adequate insurance coverage on the property, but shall only pay the insurance premium invoices presented to it for payment, and then only provided there is sufficient funds in the account to make such payment.

The following amounts are attached to this direction letter:

- a) An amount equal to the expired months of the current year real estate taxes plus 1/6 of said amount.
- b) An amount equal to or 1/6 of the hazard insurance premium as determined above.

Borrower/Payor agrees that the initial monthly sum to be deposited into said reserve account shall be as follows:

Real Estate Taxes	\$
Insurance	\$ _____
Total	\$

The provisions herein for impound of taxes and insurance may be terminated upon full payment of the Promissory Note and Deed of Trust or Agreement for Sale and at which time funds in the reserve account, if any, shall be paid to the Payor.

Should this account be terminated due to forfeiture/foreclosure/Trustee's Sale of the Payor's interest, any funds in the reserve account shall, upon closing of this account, be paid to Payee, unless otherwise directed.

The Service Fee for establishing the reserve account shall be paid by Payor as well as all periodic service fees for maintaining said reserve account. The tax service contract fee shall be paid by Payor.

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Borrower

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Borrower

**DIRECTION FOR FULL RECONVEYANCE OF DEED OF TRUST**

TO: Security Title Agency Account Servicing

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the Deed of Trust, which was recorded in Instrument/Docket No. \_\_\_\_\_ of official records in the county of \_\_\_\_\_ of the State of Arizona, and represents and warrants said interest have not been assigned or pledged.

You are hereby notified that said Note and all other sums and indebtedness secured by said Deed of Trust have been fully paid and satisfied and you are hereby requested and directed to convey without warranty, to “the person or persons legally entitled thereto,” the estate now held by you thereunder.

DATED: \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Beneficiary

\_\_\_\_\_  
Beneficiary

**NOTICE TO TRUSTOR AND BENEFICIARY**

To obtain a full release and reconveyance of a Deed of Trust, present this request properly executed, and where necessary the Deed of Trust, the original Note secured by said Deed of Trust, and any other evidence of indebtedness secured thereby, together with reconveyance fee to the Account Servicing Agent.





**SECURITY**  
TITLE AGENCY

3636 N. Central Avenue, Ste. 140  
Phoenix, Arizona 85012  
Phone: (602) 266-3213  
Fax: (602) 230-6293

**INDEMNIFICATION AGREEMENT**

This Indemnification Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_,  
By \_\_\_\_\_ as Lender;  
\_\_\_\_\_ As Beneficiary; and Security  
Title Agency Inc. as the Service Provider.

Lender and/or Beneficiary have submitted a request to Service Provider to establish a new account for collection of periodic payments on a promissory note, secured by a deed of trust, mortgage or agreement for sale (the "obligation").

It is the opinion of Service Provider that specific terms of the obligation may not be enforceable or that Service Provider has an alternate interpretation of the Real Estate Settlement Procedures Act (RESPA) and the Trust in Lender Act (TILA), wherein enforcement of specific terms may afford the Payor of the obligation recourse against Lender, Beneficiary and Service Provider.

As a material inducement for Service Provider to accept the new collection account, Lender and Beneficiary, and severally each of them, agree to hold Service Provider harmless for all claims, allegations, causes of action, loss, liability, damages, or obligations to any and all third parties including but not limited to the Payor, its heirs, successors and assigns, state or federal administrative bodies, including but not limited to state attorneys general or regulators with authority and oversight, and for any administrative or punitive fines, fees, charges, all reasonable attorney's fees, and court costs including but not limited to costs for expert witnesses and their costs, out of pocket expenses or other amounts expended to defend any claim.

All liability for remedies of the claim (s) shall be that of the Lender and/or Beneficiary and not that of the Service Provider.

\_\_\_\_\_  
For the Lender

\_\_\_\_\_  
For the Beneficiary

\_\_\_\_\_  
Authorized Representative



**SECURITY**  
TITLE AGENCY

3636 N. Central Avenue, Ste. 140  
Phoenix, Arizona 85012  
Phone: (602) 266-3213  
Fax: (602) 230-6293

Security Title Agency

RE: New Account Set Up

Dear \_\_\_\_\_ (lender)

We have received your request to establish a new account for collection and administration which will be processed promptly.

Specific federal laws known as the 2013 RESPA and TILA Mortgage Servicing Final Rules effective January 1, 2014 may create additional duties, responsibilities and prohibitions upon you, the Noteholder, and us, the account servicing agent, which may impact the administration of your note.

The rules may be found at: [www.consumerfinance.gov/f/201301\\_cfpb\\_final-rule\\_servicing-respa.pdf](http://www.consumerfinance.gov/f/201301_cfpb_final-rule_servicing-respa.pdf)

If your promissory note meets the definition and is governed by the Home Ownership Equity Protection Act or the Higher Priced Mortgage Act, the terms and penalties of your promissory note may be restricted. Further, matters concerning forced place insurance, default and loss mitigation and foreclosure require you to be proactive in managing your account.

As a result, setting up your account requires us to obtain from you additional information which may be found on the attached New Transaction Intake Form. Please complete this form and return it to us promptly as the new account cannot be set up until we are in receipt of all necessary information.

We appreciate your understanding and cooperation. We look forward to serving you.

Sincerely,

Account Servicing Department



**SECURITY**  
TITLE AGENCY

3636 N. Central Ave.  
Phoenix, AZ 85012  
Phone: (602) 266-0642  
Fax: (602) 230-6268

**ELECTRONIC FUNDS TRANSFER AUTHORIZATION (Direct Deposit)**

Date: \_\_\_\_\_

Escrow #: \_\_\_\_\_

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

I/We hereby authorize Security Title Agency to disburse our monthly deposits under the above referenced escrow as follows:

Direct Deposit (ACH): (Bank Name)\* \_\_\_\_\_  
(Your Financial Institution posting time may delay deposit into your account)

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

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

ABA/Routing No.: \_\_\_\_\_

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

Name of Account: \_\_\_\_\_

Checking            Savings     

To prevent delay of your deposit, please contact your bank for correct deposit instructions.

Special Instructions (if any) \_\_\_\_\_

PAYEE:

\_\_\_\_\_

Phone No.: \_\_\_\_\_

Email: \_\_\_\_\_