



## ACCOUNT SERVICING AGREEMENT

Account Number: \_\_\_\_\_ Date: \_\_\_\_\_

The Payee and Payor named below hereby employ CANYON STATE SERVICING CO., L.L.C. hereinafter called "CSS", to act as servicing agent for the purpose of holding documents for future delivery, to receive, apply, and disburse payments and to otherwise perform as subsequently directed, in writing, by the parties hereto within the provisions of the account documents. The documents deposited with CSS are listed below:

- |          |                       |
|----------|-----------------------|
| 1. _____ | Length of Note: _____ |
| 2. _____ |                       |
| 3. _____ |                       |
| 4. _____ |                       |

CSS shall have no liability or responsibility for the adequacy of documents deposited or for any filing or refilings, or re-recordings of said documents, if applicable.

Regular account service fees shall be payable monthly / annually in advance on all accounts.

**REGULAR ACCOUNT SERVICE FEES SHALL BE PAYABLE AS FOLLOWS: (Please check one)**

All by Payee:                       1/2 by Payee and 1/2 by Payor:                       All by Payor:

CSS WILL ESTABLISH THIS ACCOUNT BASED ON THE ORIGINAL TERMS AND CONDITIONS IN THE DOCUMENTS SUBMITTED AND ADDITIONAL SERVICES FOR DISBURSEMENTS, SPECIAL HANDLING OR RESERVE ACCOUNTS SHALL BE PAYABLE IN THE SAME MANNER SET FORTH HEREIN. UNLESS OTHERWISE DIRECTED, AS FOLLOWS:

- Accounts established with more that one Payee shall, by separate instructions attached hereto, set forth each Payee's Name, Address, and Social Security Number, ratify these instructions, and state each Payee's Disbursement Percentage, or Amount Due.
- Accounts established with more that one Payor shall, by separate instructions attached hereto, set forth each Payor's Name, Address, and Social Security Number, ratify these instructions, and designate one Payor to receive all payment cards, payment billings, statements, notices and demands on behalf of all Payors.

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3333 E. Camelback Road, Suite 112 | Phoenix, Arizona 85018  
Account Servicing: 602-224-5980 | Fax: 602-224-9393

***Notwithstanding the provisions contained in the documents deposited with CSS, the servicing of this account will be in accordance with these Servicing Instructions, including the Terms and Conditions on page 2 hereof, and CSS's Schedule of Account Service Fees, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED.***

\_\_\_\_\_

The foregoing Servicing Instructions shall be binding upon the co-Payees and co-Payors, their heirs, executors, administrators, assigns, and successors.

If checked, additional terms and conditions are attached as Exhibit "A" and incorporated herein by reference.

If checked, these instructions shall be irrevocable and may only be changed or modified by mutual written instructions from the payor(s) and payee(s).

**BELOW ITEMS REQUIRE ADDITIONAL SERVICE FEES TO BE PAID:**

Special Handling required per attached direction.

Late Notice to be sent to payor, with copy to payee, if payment is not made by the \_\_\_\_\_ day after payment due date.

Payee(s) (Please initial below)

Payor(s) (Please initial below)

\_\_\_\_\_

\_\_\_\_\_

*The signatures of the undersigned party or parties constitutes instruction to CSS of all the terms and conditions contained therein for the referenced transaction, in connection with all contracts and instructions from other parties to the transaction, and further signifies that I/We have read, understand, and accept these provisions.*

PAYEE (SELLER)

PAYOR (BUYER)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

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Signature

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Signature

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Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Street of Post Office Box

\_\_\_\_\_  
Street of Post Office Box

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

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

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

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

\_\_\_\_\_  
Email

\_\_\_\_\_  
Email

**NO ACCOUNT SHALL BE CONSIDERED ACCEPTED UNTIL EXECUTED BY AN AUTHORIZED CANYON STATE SERVICING CO., LLC EMPLOYEE.**

CSS ACCOUNT NUMBER: \_\_\_\_\_

Original: CSS CSS Acceptance Date: \_\_\_\_\_

1st copy: Payee Authorized Canyon State Servicing Co Employee: \_\_\_\_\_  
2nd copy: Payor

3rd copy: Broker

## TERMS AND CONDITIONS

Documents deposited with CANYON STATE SERVICING CO., LLC. Hereinafter called "CSS", will be held in safekeeping by CSS for the mutual benefit of the account Payee and Payor.

Payments will be credited to the account as of the date received by CSS so long as Payor's checks are honored by Payor's bank. Interest calculations shall be on the basis of receipt date to receipt date, and a 360-day year, unless otherwise specified.

Payments processed by CSS in excess of the payments then due will be applied first to the payments due and the balance as additional principal, unless otherwise instructed. CSS will accept all prepayments unless the account documents specifically prohibit such prepayments.

Monthly payments will be applied in monthly order, regardless of date processed.

CSS shall be under no obligation to disburse any funds represented by check and no check shall be payment of CSS, in compliance with any of the requirements hereof, until it is advised by the bank in which deposited, that such check has been honored. Payor understands that CSS may, at their option, hold all disbursements for a set period of time, to allow for said clearance of checks. All payments to be made in legal tender of United States. Under no circumstances will drafts be accepted.

CSS, at its sole option, may require a cashier's check from Payor, or present Payor's checks for proper bank clearance prior to any disbursements. Failure of CSS to present any Payor check for bank clearance is not a waiver of Payee's or Payor's obligation to reimburse CSS. The Payee agrees to immediately refund any CSS disbursements made to Payee or for the benefit of Payee's obligations in the event any Payor check is subsequently dishonored. A fee will be assessed Payor for any check returned for insufficient funds.

Late charges and penalties, (set forth in documents) if deductible from payment received, or if due with payment, will be handled without charge. All other charges or penalties will be assessed, only if the Payee, upon receipt of a specific payment, advises CSS in writing of the amount to be demanded with Payor's next payment by reason of said payment. Any additional service fees, chargeable because of failure of Payor to perform according to the document terms or these terms and conditions, will be paid or reimbursed to Payee upon demand, by Payor. CSS will forward said demands to the Payor and request amount demanded by Payee, together with CSS's fee, to be paid with Payor's next payment.

Payments to CSS will include Payor's share of regular account service fees and any additional fees or amounts due. In the case of payments received without such fees, CSS, at its sole option, may either return the payments to Payor or deduct said fees from Payee's check and add this amount to the principal balance.

Upon payment in full of the account obligations, as determined by their records, CSS is instructed and authorized to deliver the account documents to the Payor and file or record the documents necessary to release any liens and close the account. CSS is hereby granted an irrevocable power of attorney by the Payee and Payor for the sole purpose of preparing, recording, and/or the filing of any documents necessary to terminate any liens and finalize the closing of the account.

Documents may only be withdrawn and the account terminated with payment of fees and mutual written instructions from the Payee and Payor. However, if there is not any underlying payee obligation(s) or assignments, the Payee may withdraw any Notes(s), Mortgage(s) or Deeds of Trust(s) at any time without prior notice to Payor or other parties, with payment of all fees and written instructions by Payee. Removal of original documents constitutes termination of account. CSS shall not be required to hold any security, cleaning or other deposits that may be required by a rental document, deposited herewith.

CSS, at its sole election, may resign as the Servicing Agent upon 30 days written notice through regular mail to Payee, Payor and any other party shown by notices deposited in CSS account file, sent to the last address for each party in CSS's records.

Payee and Payor, and each of them, promise to pay promptly, and to indemnify and hold harmless CSS as Servicing 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 servicing the account and in connection with any court action arising therefrom, including any interpleader action brought by CSS, except as caused by the gross negligence of CSS. CSS will have a lien of funds and/or property and authority to reimburse itself for any expenses or damages incurred, or reimbursements due, CSS may enforce said rights by offset against any account in which the parties have an interest, or otherwise.

CSS, at its sole election, may refuse to conduct forfeiture by notice or cancel an account, even though the documents provide for cancellation through forfeiture by notice or otherwise.

Transfer of a Payor's or Payee's interest in an account will be noted on CSS's records, provided CSS has received adequate documentation regarding the transfer, any replacement documents needed by CSS to service the account, together with CSS's fees. CSS's acceptance of documents shall not be construed as assurance by CSS as to the effect or validity thereof.

A reserve account may be established with CSS under special Reserve Account Instructions; otherwise, any insurance or tax obligations will be the sole responsibility of the account Payee and Payor.

CSS will provide annually to the designated Payor a statement reflecting the total principal and interest applied, except accounts wherein interest and/or finance charges are included in the account balance (add-on) and/or wherein a rebate is required upon pre-payment in full.

The addresses of the parties, as set forth in the Servicing Instructions, or the last notice of change thereof delivered in writing to CSS by the respective parties will be used by CSS in mailing any check, Notice, Demand, or Declaration.

Modifications, amendments and/or instructions must be in writing in a form acceptable to CSS.

**Payee(s) (Please initial below)**

**Payor(s) (Please initial below)**

\_\_\_\_\_

**CanyonStateServicing.com**

3333 E. Camelback Road, Suite 112 | Phoenix, Arizona 85018  
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## **ACCOUNT SERVICING GENERAL INFORMATION**

Thank you for choosing CANYON STATE SERVICING CO., L.L.C. as your ACCOUNT SERVICING AGENT. The purpose of this information sheet is to acquaint you with the policies and procedures that we follow in servicing your account. We hope that this will be useful in answering any questions that you may have. However, if you should have any questions not covered herein, please feel free to contact us.

### **PHONE NUMBER**

The Account Servicing phone numbers are: OFFICE (602) 224-5980 FAX (602) 224-9393 TOLL FREE (866) 201-0514

### **WEB SITE**

[www.canyonstateservicing.com](http://www.canyonstateservicing.com)

### **OFFICE HOURS**

We are open between the hours of 9:00 AM to 4:00 PM, Monday through Friday. We are closed on all regular holidays. Any payments made after 4:00 PM will be deposited and processed as of the next business day.

### **ACCOUNT NUMBERS REQUIRED**

Whenever you contact us regarding your account, we will require your account number. This policy is to protect your privacy and prevent any unauthorized person from obtaining information on the account. It will also help us to find your account readily, thereby saving you time. Your account number is on the bottom of the Account Servicing Instructions and on each check issued.

### **APPLICATION OF PRINCIPAL AND INTEREST ON ACCOUNTS**

There are two methods used by Account Servicing Departments for the application of interest and principal. These are:

A) DUE DATE TO DUE DATE The payment is applied to the next payment due date, regardless of when received (example: if the due date is the 15th of the month, all payments and interest will be applied as if received on the 15th even if paid early or late.)

B) RECEIPT DATE TO RECEIPT DATE All payments are applied as of the date received and interest is charged only for the number of days between each payment. This means that if a payment is paid early, less interest will be charged and if a payment is received late, more interest will be charged.

Unless otherwise requested, all accounts serviced by CANYON STATE SERVICING CO., L.L.C. will be processed on the RECEIPT DATE TO RECEIPT DATE basis, as we feel that this is the fairest and most accurate method of processing for both the Payor and Payee.

### **CHECK PROCESSING AND DISBURSEMENT**

Our policy is to clear all checks and ACH deposits prior to disbursing funds to Payee's. The purpose of this policy is to prevent hardship on our Payee's, which may be caused due to us having to request reimbursement, in the event a Payor's check or ACH is not honored by the Bank. Our policy is to disburse on in state checks and ACH deposits FIVE (5) BANKING DAYS after date of deposit, and on OUT OF STATE checks TEN (10) BANKING DAYS after date of deposit. If payment is received in the form of an in state CASHIER'S CHECK OR MONEY ORDER, disbursement will be made the next banking day. We have also established this policy to prevent the Payee from losing any rights of acceleration or forfeiture that he may have in the event that payment is made with a dishonored check.

### **RETURNED CHECK POLICY**

It is our policy that if a check is returned on an account, we will normally redeposit the check a second time, unless a late fee becomes due. Should a check be returned a second time, it is charged back against the account and we then request a replacement CASHIER'S CHECK, along with a returned check fee. Should we have TWO (2) or more checks dishonored on any account, we will demand that all future payments be made in the form of a CASHIER'S CHECK.

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## **ACCOUNT SERVICING GENERAL INFORMATION**

*(Continued)*

### **ACCOUNT STATUS**

Account status and information is not given without a written request from an authorized party. On all statements to outside parties, a fee will be charged pursuant to our fee schedule. This does not apply to requests by Payors or Payees. CANYON STATE SERVICING CO., L.L.C. does not routinely furnish information to any State, Federal or local agencies.

### **LATE FEES**

Late fees are charged on accounts ONLY where said late fees have been provided for in the Promissory Note or other documents. This fee is for the benefit of the Payee and will be paid as part of the regular disbursement, if received. If the documents provide for a late fee, NO PAYMENT WILL BE ACCEPTED LATE WITHOUT SAID LATE FEE. If a payment is not acceptable, due to a late fee, it will be returned to the Payor, unless we have written instructions from the Payee to accept it. If a late fee grace period ends on a non-business day, the payment must be received, in our office, on or before the business day, prior to the end of the grace period.

### **INSTRUCTIONS ON THE ACCOUNT**

We can accept only WRITTEN INSTRUCTIONS on any account. This is to avoid confusion and assure that your instructions are followed correctly. We also require that all parties having an interest in the account to sign any instructions regarding their interest in the account. This is for the protection of the parties and to assure us that any changes have been agreed to by ALL parties. This policy applies to disbursement instructions, changes of address, etc.

### **ANNUAL ACCOUNT SERVICING FEE PAYMENT**

All service fees are charged on a MONTHLY / ANNUAL basis, in advance. On the anniversary date of the account, we will automatically deduct the Payee's portion of the fee. If the Payor's fee is not paid after two billings, we will deduct it from the Payee's check and add it to the principal balance due on the account, or at our option, refuse payment from the Payor. NOTE: FAILURE TO PAY THE SERVICING FEE AND DEDUCTION MAY GIVE THE PAYEE THE RIGHT TO CALL THE NOTE ALL DUE AND PAYABLE, AS FULL PAYMENT WAS NOT RECEIVED, AS SPECIFIED.

### **ACCOUNT SERVICING FEES AND CHARGES**

All current Account Servicing Fees and charges are listed on the attached Account Servicing Fee Schedule. Said fees and charges are subject to change without notice.

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## ACCOUNT SERVICING FEE SCHEDULE

### SET UP FEES:

Installment Promissory Note (Standard).....	\$100.00
Accounts Without Escrow ADD .....	\$100.00
Impound Account Tax Service Contact Required (Separate Charge) .....	\$100.00
Installment Promissory Note with Weekly Payments .....	\$150.00
IRS Levy, Garnishment, Etc.....	\$100.00
Partial Assignment or Collateral Assignment .....	\$100.00
Promissory Note Requiring Additional Payments from the Payee .....	\$300.00
Promissory Note with Annual Payment Changes. (Impounds Concurrent, Etc.) .....	\$100.00
Single Payment Note.....	\$100.00

### ACCOUNT SERVICING FEES (MONTHLY)

ACH Deposit or Withdrawal (per occurrence).....	\$5.00
Additional Disbursements (Per Disbursement) .....	\$20.00
Additional Reserve Account Items (Per Item).....	\$4.00
Disbursement/Holding Account (One Disbursement) .....	\$300.00
Each Additional Payee on Account (After Two) (\$4.00 per month) .....	\$4.00
Impound Accounts (Two Items – in addition to regular service fee) (\$19.00 per month).....	\$19.00
Installment Promissory Note (\$19.00 per month).....	\$19.00
Installment Promissory Note with weekly payments .....	\$38.00
IRS Levy, Garnishment, Etc.....	\$19.00
Partial Assignment Maintenance Fee .....	\$19.00
Promissory Note Requiring Additional Payments from the Payee .....	\$19.00
Single Payment Promissory Note.....	\$100.00

### SPECIAL FEES

Account Requiring Special Monthly or Periodic Review (Due Dates, Late Notices, Special Interest Adjustments, per day late charges, default interest calculations, etc.) ADD TO MONTHLY FEE .....	\$6.00
Add and Demand Letter (Taxes, Insurance and Assessments).....	\$100.00
Additional Coupon Books (Lost, or Incorrect Due to Payor or Payee Error) .....	\$25.00
Amortization Schedules.....	\$25.00
Assignment Fee.....	\$100.00
Assumption Acceptance Fee.....	\$100.00
Change of Payee (No Balance Kept) .....	\$25.00
Check Replacement Fee (Stop Payment).....	\$25.00
Copies of Cancelled Checks (Each).....	\$10.00
Copies of Document (Per Page) .....	\$0.50
Demand Letters (To Forward and Process Payees Letter) (Each) .....	\$100.00
Fax Transmittal Fee .....	\$10.00
Garnishment Answer Fee.....	\$200.00
IRS Levy, Answer fee (Each Occurrence).....	\$75.00
Late Notice Fee .....	\$10.00
Modification Fee (Change of Terms) (Includes discount on note).....	\$100.00
Mortgage Verification Fee .....	\$25.00
Notice Requiring Strict Performance (Paid by Payee) .....	\$100.00
Open Savings Account (Charge per Account per Month or Portion Thereof).....	\$35.00

Effective 1/1/2021

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## ACCOUNT SERVICING FEE SCHEDULE

### SPECIAL FEES (Continued)

Reinstatement Fee (Dormant Account) .....	\$100.00
Returned Check Fee (Plus applicable bank fee in addition).....	\$25.00
Status or Statement Fee .....	\$100.00
Termination Fee (Divided Same as Annual Fee).....	\$100.00
Recording Fee (Owed by Payor).....	\$75.00
Reconveyance Fee (CSS Trustee).....	Recording fee, plus \$75.00
Partial Reconveyance Fee (Provided for in file).....	Recording fee, plus \$100.00
Partial Reconveyance Fee (Not provided for in file) .....	Recording fee, plus \$150.00
Wire Acceptance Fee.....	\$15.00
Wire Transfer Fee.....	\$35.00
Written Update of Statement.....	\$35.00
Pay by phone fee.....	\$15.00

- Additional charges will be made for additional services or where circumstances require more than ordinary work and time.
- Fees for services not included in this schedule will be charged at the minimum rate of \$75.00 per employee hour (or portion thereof).
- Servicing Agent may deduct from any installment due Payee such service fees not paid by Payor and add same to the account balance due and owing by Payor.

Effective 1/1/2021



**PAYOUT INSTRUCTIONS**

Account Number: \_\_\_\_\_ Date: \_\_\_\_\_

**CANYON STATE SERVICING CO., L.L.C. is instructed and authorized to make the following disbursements on the above referenced collection account.**

- This direction is irrevocable and may only be changed by mutual written direction of the Payee(s) and Payor(s).
- This direction is irrevocable and may only be changed by mutual written direction of the Payee(s), Payor(s) and Broker(s).
- This direction to pay is given by the Payee(s) and may be changed by written direction of the Payee(s) ONLY.

**PAYABLE TO :** \_\_\_\_\_

P&I\$ \_\_\_\_\_  
 Impounds \$ \_\_\_\_\_  
 Total\$ \_\_\_\_\_  
 Account \$ \_\_\_\_\_  
 Said payment is subject to change due to impounds.

- This direction is irrevocable and may only be changed by mutual written direction of the Payee(s) and Payor(s).
- This direction is irrevocable and may only be changed by mutual written direction of the Payee(s), Payor(s) and Broker(s).
- This direction to pay is given by the Payee(s) and may be changed by written direction of the Payee(s) ONLY.

**PAYABLE TO :** \_\_\_\_\_

P&I\$ \_\_\_\_\_  
 Impounds \$ \_\_\_\_\_  
 Total\$ \_\_\_\_\_  
 Account \$ \_\_\_\_\_  
 Said payment is subject to change due to impounds.

- This direction is irrevocable and may only be changed by mutual written direction of the Payee(s) and Payor(s).
- This direction is irrevocable and may only be changed by mutual written direction of the Payee(s), Payor(s) and Broker(s).
- This direction to pay is given by the Payee(s) and may be changed by written direction of the Payee(s) ONLY.

**PAYABLE TO :** \_\_\_\_\_

P&I\$ \_\_\_\_\_  
 Impounds \$ \_\_\_\_\_  
 Total\$ \_\_\_\_\_  
 Account \$ \_\_\_\_\_  
 Said payment is subject to change due to impounds.

- This direction is irrevocable and may only be changed by mutual written direction of the Payee(s) and Payor(s).
- This direction is irrevocable and may only be changed by mutual written direction of the Payee(s), Payor(s) and Broker(s).
- This direction to pay is given by the Payee(s) and may be changed by written direction of the Payee(s) ONLY.

**PAYABLE TO :** \_\_\_\_\_

P&I\$ \_\_\_\_\_  
 Impounds \$ \_\_\_\_\_  
 Total\$ \_\_\_\_\_  
 Account \$ \_\_\_\_\_  
 Said payment is subject to change due to impounds.

**Payee(s) (Please initial below)**

**Payor(s) (Please initial below)**

\_\_\_\_\_

**SOCIAL SECURITY # OR TAX ID #**

Account Number: \_\_\_\_\_ Date: \_\_\_\_\_

**PAYEE(S):**

Name \_\_\_\_\_ SSN # OR TAX ID # \_\_\_\_\_

Name \_\_\_\_\_ SSN # OR TAX ID # \_\_\_\_\_

Name \_\_\_\_\_ SSN # OR TAX ID # \_\_\_\_\_

**SOCIAL SECURITY # OR TAX ID #**

Account Number: \_\_\_\_\_ Date: \_\_\_\_\_

**PAYEE(S):**

Name \_\_\_\_\_ SSN # OR TAX ID # \_\_\_\_\_

Name \_\_\_\_\_ SSN # OR TAX ID # \_\_\_\_\_

Name \_\_\_\_\_ SSN # OR TAX ID # \_\_\_\_\_

**SOCIAL SECURITY # OR TAX ID #**

Account Number: \_\_\_\_\_ Date: \_\_\_\_\_

**PAYOR(S):**

Name \_\_\_\_\_ SSN # OR TAX ID # \_\_\_\_\_

Name \_\_\_\_\_ SSN # OR TAX ID # \_\_\_\_\_

Name \_\_\_\_\_ SSN # OR TAX ID # \_\_\_\_\_

**SOCIAL SECURITY # OR TAX ID #**

Account Number: \_\_\_\_\_ Date: \_\_\_\_\_

**PAYOR(S):**

Name \_\_\_\_\_ SSN # OR TAX ID # \_\_\_\_\_

Name \_\_\_\_\_ SSN # OR TAX ID # \_\_\_\_\_

Name \_\_\_\_\_ SSN # OR TAX ID # \_\_\_\_\_