

ESCROW AND TITLE DOCUMENTS

IMPORTANT INFORMATION

This set of Escrow and Title documents are for REFERENCE ONLY and are only a sample set

Fidelity National Title Company
1915 Wilshire Avenue, Suite 120 • Los Angeles, CA 90024
(310) 551-0000 • Fax: (310) 551-0000

BORROWER'S ESCROW INSTRUCTIONS

Date: [Redacted]
Escrow No.: [Redacted]
Escrow Officer: [Redacted]

I/We have you herewith:

- Executed loan documents (loan form)
- Balance of funds to close account in the form of wire transfer, certified check, cashier's check or other's check payable to Fidelity National Title Company pursuant to the "Deposit of Funds", Paragraph 1 contained in the General Provisions attached hereto and made a part hereof
- Assigned copy of Preliminary Report

You are authorized to deliver and/or record the above and close in accordance with the enclosed closing statement contained herein (subject to adjustment).

and when you can present to [Redacted] sufficient 1.00% prorated from Policy of Title Insurance from Fidelity National Title Insurance Company with a liability of [Redacted] on the program identified in your Preliminary Report for [Redacted] loan [Redacted] a copy of which I/We have read and hereby approve.

SHOWING TITLE VESTED IN:
[Redacted] husband and wife as joint tenants

NOTES FROM ENCUMBRANCE REPORT:

- Current general and special taxes for the fiscal year in which the account opens, and taxes for the ensuing year, if any, as set out on the attached statement.
- The list of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 2.5, commencing with Section 75 of the Revenue and Taxation Code of the State of California.
- Bonds and assessments with no delinquent payments, if any.
- Conditions, covenants, restrictions, liens, easements, encumbrances and rights of easement of record, if any.
- Encumbrances mentioned 1-4 AND 5 as shown in your preliminary report above referenced.
- A First Deed of Trust, to record, securing a loan for [Redacted] in favor of SMAC Mortgage Company.

BORROWER STATES THAT PROPERTY ADDRESS IS:
[Redacted]

ADDITIONAL INSTRUCTIONS:
1. The name indicated by "F.N.T.C." or "FNAC" or "F" are included at the discretion of the lender for

These documents are a typical set of escrow instructions and are intended to demonstrate to you an "example" of what they will look like.

The rectangular boxes would have specific information relating to a particular loan.



Fidelity National Title Company

7806 Madison Avenue, Suite 128 • Fair Oaks, CA 95628
(916) 962-0444 • FAX (916) 966-4560

BORROWER'S ESCROW INSTRUCTIONS

Date: [redacted]
Escrow No.: [redacted]
Escrow Officer: [redacted]

I/We hand you herewith:

- Executed loan documents (new loan)
- Balance of funds to close escrow in the form of wire transfer, certified check, cashier's check or teller's check payable to Fidelity National Title Company pursuant to the "Deposit of Funds", Paragraph 1 contained in the General Provisions attached hereto and made a part hereof
- Approved copy of Preliminary Report

You are authorized to deliver and/or record the above and close in accordance with the estimated closing statement contained herein (subject to adjustment);

and when you can procure/issue a [redacted] w/Form 1 Cov. coverage form Policy of Title Insurance from Fidelity National Title Insurance Company with a liability of \$ [redacted] on the property described in your Preliminary Report No. [redacted] dated [redacted], a copy of which I/We have read and hereby approve.

SHOWING TITLE VESTED IN:

[redacted], husband and wife as joint tenants

FREE FROM ENCUMBRANCES EXCEPT:

1. Current general and special taxes for the fiscal year in which this escrow closes, and taxes for the ensuing year, if any, a lien not yet due and payable;
2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California;
3. Bonds and Assessments with no delinquent payments, if any;
4. Covenants, conditions restrictions, reservations, easements and rights of way now of record, if any;
5. Exceptions numbered 1-4 AND 6 as shown in your preliminary report above referenced;
6. A First Deed of Trust, to record, securing a note for \$ [redacted] in favor of GMAC Mortgage Corporation.

BORROWER STATES THAT PROPERTY ADDRESS IS:

[redacted]

ADDITIONAL INSTRUCTIONS:

1. The items indicated by "P.O.C." or "PAID" or "*" are included at the direction of the Lender for disclosure purposes only. The Escrow Holder/Settlement Agent has no knowledge of these expenditures, except as provided by the Lender. They have not and cannot be verified as to the amount, the payee, not actual payment and no liability is assumed by the closing agent as to the validity and/or sufficient thereof.
2. Borrower is aware the new loan may be funded at least one day prior to the date of recordation of documents and close of escrow and that interest will commence on said loan as of the date of funding. Should escrow close after a weekend or holiday, Borrower is aware that interest will be charged during such weekend or holiday and Borrower agrees to bear the cost of said interest and will hold Escrow Holder harmless in connection therewith.
3. Borrower agrees to provide new hazard insurance policy acceptable to lender and to authorize payment of premium through escrow unless a paid receipt is provided to escrow.
4. The undersigned hereby authorize and instruct Escrow Holder to charge each party to the escrow for their respective Federal Express, special mail handling/courier and/or incoming/outgoing wire transfer fees. Unless specified in writing by the undersigned, Escrow Holder is authorized to select special mail/delivery or courier service to be used.

Wire services required by the parties herein or by their individual lenders will be charged at twenty

dollars (\$20.00) per wire, incoming and outgoing.

5. Borrower is aware that interest on the existing loan(s) does not stop accruing at close of escrow, but continues until the actual day of receipt of the payoff by Lender.

Borrower is aware that interest will accrue through weekends or holidays.

Borrower is aware he/she/they are responsible for payment of all of such interest and will indemnify and hold Escrow Holder harmless in connection with the payment of such interest.

GENERAL PROVISIONS

1. DEPOSIT OF FUNDS

The law dealing with the disbursement of funds requires that all funds be available for withdrawal as a matter of right by the title entity's escrow and/or sub escrow account prior to disbursement of any funds. Only cash or wire transferred funds can be given immediate availability upon deposit. Cashier's checks, teller's checks and Certified checks may be available one business day after deposit. All other funds such as personal, corporate or partnership checks and drafts are subject to mandatory holding periods which may cause material delays in disbursement of funds in this escrow. In order to avoid delays, all fundings should be wire transfer. Outgoing wire transfers will not be authorized until confirmation of the respective incoming wire transfer or of availability of deposited checks.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account or accounts of Fidelity National Title Company, with any state or national bank, or savings and loan association (the "depository institution") and may be transferred to any other such general escrow account or accounts. The parties to this escrow acknowledge that the maintenance of such escrow accounts with some depository institutions may result in Escrow Holder's being provided with an array of bank services, accommodations or other benefits by the depository institution. Escrow Holder or its affiliates also may elect to enter into other business transactions with or obtain loans for investment or other purposes from the depository institution. All such services, accommodations and other benefits shall accrue to Escrow Holder and Escrow Holder shall have no obligation to account to the parties to this escrow for the value of such services, accommodations or other benefits.

Said funds will not earn interest unless the instructions otherwise specifically state that funds shall be deposited in an interest-bearing account. All disbursements shall be made by check of Fidelity National Title Company. The principals to this escrow are hereby notified that the funds deposited herein are insured only to the limit provided by the Federal Deposit Insurance Corporation. Any instruction for bank wire will provide reasonable time or notice for Escrow Holder's compliance with such instruction. Escrow Holder's sole duty and responsibility shall be to place said wire transfer instructions with its wiring bank upon confirmation of (1) satisfaction of conditions precedent or (2) document recordation at close of escrow. Escrow Holder will NOT be held responsible for lost interest due to wire delays caused by any bank or the Federal Reserve System, and recommends that all parties make themselves aware of banking regulations with regard to placement of wires.

In the event there is insufficient time to place a wire upon any such confirmation or the wires have closed for the day, the parties agree to provide written instructions for an alternative method of disbursement. **WITHOUT AN ALTERNATIVE DISBURSEMENT INSTRUCTION, FUNDS WILL BE HELD IN TRUST IN A NON-INTEREST BEARING ACCOUNT UNTIL THE NEXT OPPORTUNITY FOR WIRE PLACEMENT.**

To the extent provided by law, if for any reason funds are retained or remain in escrow following the close of escrow, you are to deduct therefrom a reasonable monthly charge as custodian thereof of not less than \$10.00 per month.

2. PRORATIONS AND ADJUSTMENTS

All prorations and/or adjustments called for in this escrow are to be made on the basis of a thirty (30) day month unless otherwise instructed in writing. You are to use information contained on last available tax statement, rental statement as provided by the Seller, beneficiary's statement and fire insurance policy delivered into escrow for the prorations provided for herein.

3. SUPPLEMENTAL TAXES

The within described property may be subject to supplemental real property taxes due to the change of ownership taking place through this escrow. Any supplemental real property taxes arising as a result of the transfer of the property to Buyer shall be the sole responsibility of Buyer and any supplemental real property taxes arising prior to the closing date shall be the sole responsibility of the Seller. **TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER.**

4. UTILITIES/POSSESSION

Transfer of utilities and possession of the premises are to be settled by the parties directly and outside escrow.

5. PREPARATION AND RECORDATION OF INSTRUMENTS

Escrow Holder is authorized to prepare, obtain, record and deliver the necessary instruments to carry out the terms and conditions of this escrow and to order the policy of title insurance to be issued at close of escrow as called for in these instructions. Close of escrow shall mean the date instruments are recorded.

6. AUTHORIZATION TO FURNISH COPIES

You are authorized to furnish copies of these instructions, supplements, amendments, notices of cancellation and closing statements, to the Real Estate Broker(s) and Lender(s) named in this escrow.

7. RIGHT OF CANCELLATION

Any principal instructing you to cancel this escrow shall file notice of cancellation in your office in writing. You shall, within two (2) working days thereafter, deliver, one copy of such notice to each of the other principals at the addresses stated in this escrow. **UNLESS WRITTEN OBJECTION TO CANCELLATION IS FILED IN YOUR OFFICE BY A PRINCIPAL WITHIN TEN (10) DAYS AFTER DATE OF SUCH MAILING, YOU ARE AUTHORIZED TO COMPLY WITH SUCH NOTICE AND DEMAND PAYMENT OF YOUR CANCELLATION CHARGES.** If written objection is filed, you are authorized to hold all money and instruments in this escrow and take no further action until otherwise directed, either by the principals' mutual written instructions, or by final order of a court of competent jurisdiction.

8. PERSONAL PROPERTY

No examination or insurance as to the amount or payment of personal property taxes is required unless specifically requested.

By signing these General Provisions, the parties to the escrow hereby acknowledge that they are indemnifying the Escrow Holder against any and all matters relating to any "Bulk Sales" requirements, and instruct Escrow Agent to proceed with the closing of escrow without any consideration of matter of any nature whatsoever regarding "Bulk Sales" being handled through escrow.

9. RIGHT OF RESIGNATION

Escrow Holder has the right to resign upon ten (10) days written notice delivered to the principals herein. If such right is exercised, all funds and documents shall be returned to the party who deposited them and Escrow Holder shall have no liability hereunder.

10. AUTHORIZATION TO EXECUTE ASSIGNMENT OF HAZARD INSURANCE POLICIES

Either Buyer, Seller and/or Lender may hand you the insurance agent's name and insurance policy information, and you are to execute, on behalf of the principals hereto, form assignments of interest in any insurance policy (other than title insurance) called for in this escrow, forward assignment and policy to the insurance agent, requesting that the insurer consent to such transfer and/or attach a loss payable clause and/or such other endorsements as may be required, and forward such policy(s) to the principals entitled thereto. It is not your responsibility to verify the information handed you or the assignability of said insurance. Your sole duty is to forward said request to insurance agent at close of escrow.

Further, there shall be no responsibility upon the part of Escrow Holder to renew hazard insurance policy(s) upon expiration or otherwise keep it in force either during or subsequent to the close of escrow. Cancellation of any existing hazard insurance policies is to be handled directly by the principals, and outside of escrow.

11. ACTION IN INTERPLEADER

The principals hereto expressly agree that you, as Escrow Holder, have the absolute right at your election to file an action in interpleader requiring the principals to answer and litigate their several claims and rights among themselves and you are authorized to deposit with the clerk of the court all documents and funds held in this escrow. In the event such action is filed, the principals jointly and severally agree to pay your cancellation charges and costs, expenses and reasonable attorney's fees which you are required to expend or incur in such interpleader action, the amount thereof to be fixed and judgment therefor to be rendered by the court. Upon the filing of such action, you shall thereupon be fully released and discharged from all obligations imposed by the terms of this escrow or otherwise.

12. TERMINATION OF AGENCY OBLIGATION

If there is no action taken on this escrow within six (6) months after the "time limit date" as set forth in the escrow instructions or written extension thereof, your agency obligation shall terminate at your option and all documents, monies or other items held by you shall be returned to the parties depositing same. In the event of cancellation of this escrow, whether it be at the request of any of the principals or otherwise, the fees and charges due Fidelity National Title Company, including expenditures incurred and/or authorized shall be borne equally by the parties hereto (unless otherwise agreed to specifically).

13. CONFLICTING INSTRUCTIONS

Upon receipt of any conflicting instructions, you are to take no action in connection with this escrow until non-conflicting instructions are received from all of the principals to this escrow (subject to sections 7, 9, 11 and 12 above).

14. REIMBURSEMENT ATTORNEY FEES/ESCROW HOLDER

In the event that a suit is brought by any party or parties to these escrow instructions to which the Escrow Holder is named as a party which results in a judgment in favor of the Escrow Holder and against a principal or principals herein, the principals or principals' agent agree to pay said Escrow Holder all costs, expenses and reasonable attorney's fees which it may expend or incur in said suit, the amount thereof to be fixed and judgment therefore to be rendered by the court in said suit.

15. DELIVERY/RECEIPT

Delivery to principals as used in these instructions unless otherwise stated herein is to be by regular mail, and receipt is

determined to be 72 hours after such mailing. All documents, balances and statements due to the undersigned are to be mailed to the address shown herein.

16. STATE/FEDERAL CODE NOTIFICATIONS

According to Federal Law, the Seller, when applicable, will be required to complete a sales activity report that will be utilized to generate a 1099 statement to the Internal Revenue Service.

Pursuant to State Law, prior to the close of escrow, Buyer will provide Escrow Holder with a Preliminary Change of Ownership Report. In the event said report is not handed to Escrow Holder for submission to the County in which subject property is located, upon recording of the Grant Deed, Buyers acknowledge that the applicable fee will be assessed by said County and Escrow Holder shall debit the account of Buyer for same at close of escrow.

Buyer and Seller herein represent and warrant that they will seek and obtain independent legal advice and counsel relative to their obligations under the "Foreign Investors In Real Property Act", and any other applicable federal and/or state laws regarding same, and will take all steps necessary in order to comply with such requirements and hereby hold you harmless relative to their compliance therewith.

17. ENCUMBRANCES

Escrow Holder is to act upon any statements furnished by a lienholder or his agent without liability or responsibility for the accuracy of such statements. Any adjustments necessary because of a discrepancy between the information furnished Escrow Holder and any amount later determined to be correct shall be settled between the parties direct and outside of escrow.

18. ENVIRONMENTAL ISSUES

Fidelity National Title Company has made no investigation concerning said property as to environmental/toxic waste issues. Any due diligence required or needed to determine environmental impact as to forms of toxification, if applicable, will be done directly and by principals outside of escrow. Fidelity National Title Company is released of any responsibility and/or liability in connection therewith.

19. USURY

Escrow Holder is not to be concerned with any questions of usury in any loan or encumbrance involved in the processing of this escrow and is hereby released of any responsibility or liability therefore.

20. DISCLOSURE

Escrow Holder's knowledge of matters affecting the property, provided such facts do not prevent compliance with these instructions, does not create any liability or duty in addition to these instructions.

21. CLARIFICATION OF DUTIES

Fidelity National Title Company serves ONLY as an Escrow Holder in connection with these instructions and cannot give legal advice to any party hereto.

Escrow Holder is not to be held accountable or liable for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited in this escrow, nor as to the identity, authority or rights of any person executing the same. Escrow Holder's duties hereunder shall be limited to the proper handling of such money and the proper safekeeping of such instruments, or other documents received by Escrow Holder, and for the disposition of same in accordance with the written instructions accepted by Escrow Holder.

The agency and duties of Escrow Holder commence only upon receipt of copies of these Escrow Instructions executed by all parties.

THIS AGREEMENT IN ALL PARTS APPLIES TO, INURES TO THE BENEFIT OF, AND BINDS ALL PARTIES HERETO, THEIR HEIRS, LEGATEES, DEVISEES, ADMINISTRATORS, EXECUTORS, SUCCESSORS AND ASSIGNS, AND WHENEVER THE CONTEXT SO REQUIRES THE MASCULINE GENDER INCLUDES THE FEMININE AND NEUTER, AND THE SINGULAR NUMBER INCLUDES THE PLURAL. THESE INSTRUCTIONS AND ANY OTHER AMENDMENTS MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, EACH OF WHICH SHALL BE CONSIDERED AS AN ORIGINAL AND BE EFFECTIVE AS SUCH.

MY SIGNATURE HERETO CONSTITUTES INSTRUCTION TO ESCROW HOLDER OF ALL TERMS AND CONDITIONS CONTAINED IN THIS AND ALL PRECEDING PAGES AND FURTHER SIGNIFIES THAT I HAVE READ AND UNDERSTAND THESE GENERAL PROVISIONS.

FIDELITY NATIONAL TITLE COMPANY CONDUCTS ESCROW BUSINESS UNDER CERTIFICATE OF AUTHORITY NO. 2597-3 ISSUED BY THE CALIFORNIA DEPARTMENT OF INSURANCE.

RECEIVED BY: Fidelity National Title Company

BY: _____

DATE: _____

PLEASE PROVIDE WIRE INSTRUCTIONS

****Documents Must Be In Our Office By
12:00 pm The Day Prior to Funding****

Funding Instructions

TO:

FROM:

Attn:

Borrower's Name	<input type="text"/>
Loan Number	<input type="text"/>

In connection with the above referenced loan, we amend our escrow closing instructions as follows:

We will require the following prior to funding:

- Signed Loan Application
- Return signed documents to my attention at the above address

** pay off enclosed – NO CASH BACK REFI

** Copy of executed subordination agreement from

Copy of payoff amount enclosed (to be internally paid off)

NOTE: BORROWERS MUST SIGN THEIR NAME EXACTLY AS TYPED

Impounds required: NO
Documents good through the following date <input type="text"/>

**requires the final HUD1 prior to funding -
please fax to the above fax number.**

Prior to you using any loan funds, you are required to sign and return this notice to us acknowledging receipt of our closing instructions attached and agree to comply with such.

Signature of Closer

Date

ATTENTION: CLOSING ATTORNEY/AGENT

[REDACTED] WILL BE
INTERNALLY FUNDING THIS TRANSACTION
PLEASE DO NOT COMPLETE CLOSING OF THIS LOAN UNTIL YOU HAVE COMPLIED WITH THE MANDATORY INSTRUCTIONS FOLLOWING. FAILURE TO COMPLY FULLY MAY RESULT IN LATE INTEREST CHARGES BEING ASSESSED TO THE SETTLEMENT AGENT.

ON CLOSING AND SETTLEMENT DATE:

- 1. Call **prior** to closing to receive authorization to close this loan.
- 2. **Immediately following the closing FAX** a copy of the signed statement.

DISBURSEMENT DATE:

[REDACTED] will disburse funds internally to satisfy the original mortgage. The settlement/disbursement date will be the fourth business day after signing of the closing documents. (The only exception will be if [REDACTED] has previously determined that the rescision period is not required.)

[REDACTED] will not pay
off the original mortgage until a confirmation has been received!!!
If there are funds due to [REDACTED], please return with the closing papers. Thank you!!

SIGN AND FAX ON THE DAY OF CLOSING

Closing documents have been signed and delivered to applicant:

Closing Agent Date

The payoff amount was: _____

Calculated for disbursement on: _____

Loan No.: [REDACTED] _____

Borrower: [REDACTED] _____
[REDACTED] _____

Address: [REDACTED] _____
[REDACTED] _____

SIGN AND FAX ON DAY OF DISBURSEMENT

The rescision option has not been exercised:

Closing Agent Date

Do not make any changes without the authorization of the [REDACTED]
contact referenced on page 1 of the closing instructions.

Telephone:

Fax:

In the event our customer elects not to close this loan, please contact [REDACTED] IMMEDIATELY.

[REDACTED]

PAYOFF STATEMENT

[Redacted]

[Redacted]

Requested by: [Redacted]

Closer Fax #: [Redacted]

Loan Number: [Redacted]
Mortgagor & Property Address:

[Redacted]

Interest From Date: [Redacted]
Current Interest Rate: [Redacted]
Escrow Balance: [Redacted]

Loan Type: [Redacted]
Guaranty Number: [Redacted]
Maturity Date: [Redacted]

***** PAYOFF FUNDS WILL ONLY BE ACCEPTED AT THE ABOVE ADDRESS, *****
AND MUST BE IN THE FORM OF CERTIFIED FUNDS.

Principal [Redacted]
Interest Thru [Redacted]
Payoff Statement Fee [Redacted]
Pof Rec Fee Paid By Homeowner [Redacted]
Total funds due for payoff:** [Redacted]

Per Diem Interest required:* [Redacted]

* Add daily per diem interest from the interest through date to the date
payoff funds are received in this office.

** WIRE TRANSFERS - PLEASE NOTE - a \$[Redacted] incoming wire fee will be assessed
as an additional fee to the above quoted figures when payoff funds are
received via Wire Transfer. YOU WILL NEED TO ENSURE YOU ADD THIS FEE TO THE
TOTAL FUNDS WIRED.

If this is an adjustable rate mortgage, it is subject to interest rate and
prepayment penalty interest changes, and principal balance increases.
Please contact our office prior to closing escrow.

**** IMPORTANT INFORMATION ****

This is the amount necessary to pay this loan in full subject to final
verification by the note holder. Title/Escrow will be held liable for any
shortage resulting from a returned item on the last transaction and any
payment made thereafter. *** DO NOT "STOP PAYMENT" *** on any previous
payment which has already been credited to this account. Escrow funds, if
any, will be debited to complete the payoff if necessary. The escrow amount
included on this statement is subject to change.

If this loan is automatically drafted, drafting will continue through the
date of payoff.

Please be aware, a late charge will be assessed for any payment or payoff
not received within the grace period.

YOU ARE RESPONSIBLE FOR COMPLIANCE WITH THE TERMS WITHIN THIS DOCUMENT.

LENDER'S ESCROW INSTRUCTIONS

DATE: [REDACTED]

TO: [REDACTED]

LENDER: [REDACTED]

LENDER CONTACT: [REDACTED]

BORROWER: [REDACTED]

PROPERTY: [REDACTED]

TOTAL LOAN AMOUNT: \$ [REDACTED]

SALES PRICE MUST BE NO MORE OR LESS THAN: \$ N/A

ESCROW # [REDACTED]

TITLE/ORDER # [REDACTED]

LENDER LOAN # [REDACTED]

LOAN TYPE [REDACTED]

LOAN OFFICER [REDACTED]

TITLE COMPANY [REDACTED]

OUR LOAN APPROVAL EXPIRES AT 12:00 PM ON [REDACTED] AND WE RESERVE THE RIGHT TO CANCEL OR AMEND OUR LOAN OR THESE INSTRUCTIONS AT ANY TIME PRIOR TO RECORDATION OF OUR DEED OF TRUST

PLEASE COMPLY WITH THE FOLLOWING INSTRUCTIONS:

1. All documents and exhibits requested herein **MUST** be returned with your closing package, no later than **twenty-four (24) hours** prior to disbursement of loan funds, to:

[REDACTED]

2. If you are unable to comply with **ANY** of our loan closing instructions:
1. You must contact us immediately.
 2. You may not disburse the loan proceeds.
 3. All funds delivered by us must be returned within twenty-four (24) hours of the loan closing date.
3. **If you do not record our Deed of Trust within 24 hours after receipt of our check you must contact us immediately.**
4. The issuing Title Agent/Approved Attorney hereby warrants that, at all times, funds delivered by [REDACTED] shall be deposited in FDIC-insured banking institutions.
5. The total consideration in this transaction, except for our loan proceeds and any approved secondary financing, must pass in the form of cash, through your escrow. Do not record our Deed of Trust if you have any knowledge of a concurrent or subsequent escrow to be opened or closed upon completion of this escrow, which will transfer the subject property.
6. It is your responsibility to determine that each person signing the loan documents is the person they purport to be. Each person must consistently sign each document as their name appears. Vesting on your Grant Deed **MUST** be the same as on our Deed of Trust. The Note and Security Instrument documents must be signed in **BLUE** ink above typed names **EXACTLY** as prepared for signature. We will not accept a Witness Acknowledgment. Any Power of Attorney used in the transaction **MUST** be submitted to us for prior approval (NOTE: Power of Attorney **MUST** be Specific).
7. Do not make any changes to the enclosed documents without first contacting us. Any approved changes must be initialed by all borrower(s).
8. Issue an Alta Loan Policy of Title Insurance in duplicate insuring our Deed of Trust as a valid First Lien, subject only to the exceptions numbered [REDACTED]
- on the Preliminary Title Report dated [REDACTED]. Liability must be in at least the amount of the Total Loan Amount stated above. The spelling of the vestee name in the ALTA Policy must be identical with the spelling of the Trustor(s) name on the Deed of Trust. If the borrower is married and taking title in his or her name only, Title Policy must recite ". . . sole and separate property".
9. All bonds or assessments, currently due and payable, **MUST** be paid in full by Seller. All real estate taxes must be current and your Title Policy so state. If 1st installment is being paid, Title Policy **must state** 2nd installment "payable but not yet due". Liability subject only to: (General and Specific Taxes) Fiscal year(s) [REDACTED]
10. A Title Insurance Policy, correct in form and content, **MUST** be received by [REDACTED] within five (5) business days of loan closing.
- The NAME OF INSURED must read: [REDACTED], Its Successors and/or Assigns".

ESCROW #: [REDACTED] LENDER: [REDACTED]
TITLE/ORDER #: [REDACTED] LENDER LOAN #: [REDACTED]
PROPERTY: [REDACTED]

11. Fax completed, executed HUD-1 to the lender contact noted above PRIOR to disbursing loan funds. Do not disburse until you receive authorization from the lender contact. Lender will not authorize disbursement without an acceptable HUD-1 (or HUD-1A).

12. TITLE POLICY MUST CONTAIN THE FOLLOWING ENDORSEMENTS:

Environmental Lien Endorsement

If Title is subject to possible Mechanic's Liens, Lender must receive full insurance against loss. The question of Marketability must be removed in event of foreclosure.

Title Policy must certify that Building Restrictions have not been violated and insure that any future violations will not work a forfeiture or reversion of title. Restriction violations, easements, encroachments, etc. must receive full insurance against loss.

Title Endorsement - Location. The property street address stated on the endorsement must be the same as the property street address stated on the Deed of Trust. If there is no street address (i.e. rural postal route or PO Box #) the locale stated on the endorsement must include: a) On which side of the street or road the property is located and b) The distance and direction from the nearest intersection shown on the plat or survey.

Title Endorsement - Plat of survey. Must show correct street name or road name in full. Must show all reference points used in legal description.

Endorsement insuring against mineral, oil or gas reservation or exception (if applicable).

Endorsement insuring against any easement, right-of-way, encroachment, etc., covering either the entire parcel, or less than the entire parcel, the exact dimension of which is not specifically delineated on your plat map or survey.

Endorsement insuring against any water reservation or exception.

IN STATES WHERE 1990 POLICY JACKETS ARE NOT APPROVED AT THIS TIME, AND 1970 AND 1987 JACKETS ARE USED, CREDITORS RIGHTS CANNOT APPEAR AS AN EXCEPTION ON SCHEDULE "B" OR ADDED WITH AN ENDORSEMENT.

Lender requests a short form title policy providing affirmative coverage for all exceptions to title. If you are unable to provide a short form policy, lender will accept a standard form title policy providing the coverage requested in these instructions.

13. Record enclosed original Security Instrument and ALL applicable Riders.

14. IF FUNDS ARE DUE THE LENDER, PLEASE COMPLETE THE RETURN CHECK COVER SHEET AND ATTACH THE CHECK(S) TO THE COMPLETED RETURN CHECK COVER SHEET.

15. Return Certified True Copy of buyer's and seller's closing instructions.

16. Return one Certified Copy of recorded Title CC&Rs.

17. THIS IS A REFINANCE OF AN EXISTING GMAC MORTGAGE LOAN. ANY PAYOFF CHECK REQUIRED TO SATISFY THE EXISTING LIEN MUST BE SENT UNDER SEPARATE COVER TO THE ATTENTION OF "PAYOFF PROCESSING UNIT". DO NOT SEND THE PAYOFF CHECK IN THE SAME PACKAGE AS OUR CLOSING PAPERS.

18. This loan is a [REDACTED] portfolio refinance. The escrow balance from the customer's previous account (\$) should be credited to the borrower at closing on line 206 of the HUD-1 Settlement Statement. [REDACTED] will transfer the customer's previous escrow account balance to a new escrow account.

19. THE FOLLOWING CONDITIONS MUST BE MET PRIOR TO LOAN FUNDING:

Secondary financing is not permitted unless approved by Lender in writing.

Corrected Uniform Residential Loan Application to be signed in all appropriate places.

Payoff and close the following liens on the subject property: [REDACTED], and any other lien of record.

No cash out to borrowers. The receipt of cash from these mortgage proceeds by the borrowers is prohibited. Any excess to principal reduction

Tax lien shown on preliminary title report # 7 to be paid in full prior to close or at closing.

20. ENCLOSED ARE THE FOLLOWING DOCUMENTS WHICH MUST BE DATED, EXECUTED, AND NOTORIZED (IF APPLICABLE) AT LOAN CLOSING:

Errors and Omissions/Compliance Agreement

Federal Truth-in-Lending Disclosure (Return original and 2 copies).

Mortgage/Deed of Trust/Security Deed (Return 2 certified/conformed copies).

Note (Return original and 2 certified conformed copies).

Name Affidavit

Escrow Analysis Classification Notice

Initial Escrow Account Statement (Aggregate Calculation)

ESCROW #: [] LENDER: []
 TITLE/ORDER #: [] LENDER LOAN #: []
 PROPERTY: []

THE UNDERSIGNED BORROWER(S) acknowledge that the loan proceeds are to be forwarded to the Title/Escrow Company and acknowledge that they have received a copy of these Lender's Escrow Instructions and are aware of the estimated payment and terms of this loan as described below:

All payments are due and payable on the first day of each month to:

[]

ESTIMATED FIRST YEAR MONTHLY PAYMENT

LOAN TERMS

Principal & Interest []
 TOTAL: []
 Initial Interest Rate: []
 Term of Loan (in months): []
 First Payment Date: []
 Last Payment Date: []

[] (Seal) _____
 -Borrower Date

[] (Seal) _____
 -Borrower Date

[] (Seal) _____
 -Borrower Date

[] (Seal) _____
 -Borrower Date

You are authorized to release the escrow documents to a licensed Escrow Company provided you have notified us in writing of the name and address of said company. If you release documents to an Escrow Company and so notify us in writing, we hereby release you from escrow liability. We assume no liability as to the identity of any person executing or acknowledging any instruments or documents delivered to you in connection with this transaction. Our funding draft will be made payable to the Title Company unless we are in receipt of the "Required Documentation For Escrow Companies" - "Closing Protection Letter", in which case the check will be made payable to the Escrow Company who will then be liable for our title requirements as set forth herein. If the title policy is not correct in form and content, and we have to return same to you for correction, we may be delayed in delivery of this loan to an investor for purchase. Such a delay could result in financial loss because of investor purchase deadlines and/or warehouse holding charges.

TITLE COMPANY/ESCROW AGENT/SETTLEMENT ATTORNEY AGREES TO BE RESPONSIBLE FOR ACTUAL LOSSES, COSTS AND EXPENSES INCURRED BY [] IN CONNECTION WITH THIS TRANSACTION WHEN SUCH LOSSES ARISE DUE TO THE FAILURE OF TITLE COMPANY/ESCROW COMPANY/SETTLEMENT ATTORNEY TO COMPLY WITH THESE INSTRUCTIONS.

A COPY OF THESE LENDER'S ESCROW INSTRUCTIONS HAS BEEN DELIVERED TO THE TITLE COMPANY BY THE ESCROW/SETTLEMENT AGENT.

BY SIGNING BELOW, the undersigned represents and warrants to [] that he/she has fully complied with the requirements set forth in these Lender's Escrow Instructions and that the enclosed loan closing package is accurate and complete.

DATE: _____

By: []
 Phone: []
 for: []

BY: _____
 NAME: _____
 TITLE: _____

ESCROW #: Sample
 TITLE/ORDER #: 7705612
 PROPERTY: 123 Main Street Somewhere, CA 90000
 LENDER: NLC Financial
 LENDER LOAN #: 388765436

SCHEDULE OF SETTLEMENT FEES AND CHARGES

Loan Amount	\$200,000.00	Paid From Borrower's Funds	Paid From Seller's Funds
ITEMS PAYABLE IN CONNECTION WITH LOAN:			
Loan Origination Fee 1.000% to NLC FINANCIAL	2000.00tot	2000.00	
Underwriting Fee		350.00	
Processing Fee		300.00	
Closing Fee		4.00	
Flood Certification Fee			
Life of Loan Flood Cert			
NLC FINANCIAL Payoff of Lien to: NLC FINANCIAL	198,145.93tot	195,680.93	
ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE:			
Prepaid Interest from date of disbursement/recording to 30 days			
prior to 05/01/2015 5 days @ \$27.40 /day			
RESERVES DEPOSITED WITH LENDER:			
Aggregate Acct. Adjustment		0.00	
TITLE CHARGES:			
Settlement/Escrow/Closing Fee		350.00	
Title Insurance			
Endorsements			
GOVERNMENT RECORDING AND TRANSFER CHARGES:			
Recording fees			
Recording Fee: Mortgage:			
ADDITIONAL SETTLEMENT CHARGES:			
(Misc) Add'l Settlement Charge			
TOTAL SETTLEMENT CHARGES:			

DO NOT INCREASE, DIMINISH OR OTHERWISE CHANGE THESE FIGURES WITHOUT FIRST OBTAINING APPROVAL FROM NLC Financial

NO CREDIT IS TO BE GIVEN TO THE BORROWER WITHOUT FIRST OBTAINING OUR APPROVAL

- * Third Party
- L Lender
- db Direct Bill
- poc Paid Outside Closing
- tot Total Fee Amount