



**Pacific Trust Deed Servicing Co., Inc.**

LOCALLY OWNED SINCE 2004  
222 NE "B" Street Grants Pass, OR 97526 / PO Box 697 Grants Pass, OR 97528  
P. 541-955-6672 F. 541-955-6673

**PACIFIC TRUST DEED SERVICING COMPANY, INC.**

Collection Account No. \_\_\_\_\_ Escrow No. \_\_\_\_\_  
**Collection Escrow Instructions**

Payee/Seller Obligor/Buyer  
Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone No. \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Email: \_\_\_\_\_ Email: \_\_\_\_\_

To: Pacific Trust Deed Servicing Company, Inc. who is authorized by the State of Oregon to act as an Escrow Agent.  
Regarding Common Property Address or Map/Tax Lot Number: \_\_\_\_\_

Attn: Pacific Trust Deed Servicing Company, Inc.  
**First Class Only mailing address: Street address for deliveries and Certified Mailings:**  
  
PO Box 697 222 NE B Street  
Grants Pass, OR 97528 Grants Pass, OR 97526  
Phone No.: (541)955-6672  
FAX No.: (541) 955-6673 **Email: mail@pacifictrustdeed.com**

The undersigned hereby delivers to Pacific Trust Deed Servicing Company, Inc. (hereafter Escrow Agent) the papers, money or property hereinafter described to be held and disposed of by Escrow Agent in accordance with the following instructions, including the attached Exhibit A , Exhibit B , Exhibit C  (check all that apply) if any, which are a part hereof, and upon the terms and conditions hereinafter set forth, to which the undersigned hereby jointly and severally agree:

**DOCUMENTS DELIVERED:**

- \_\_\_\_\_ Promissory Note
- \_\_\_\_\_ Deed of Trust/Mortgage
- \_\_\_\_\_ Mortgage
- \_\_\_\_\_ Contract of Sale
- \_\_\_\_\_ W-9
- \_\_\_\_\_ Manufactured Structure Ownership Document
- \_\_\_\_\_ Assignment of Trust Deed and Note
- \_\_\_\_\_ Privacy Policy
- \_\_\_\_\_ Fee Schedule
- \_\_\_\_\_ Trust Certification (if applicable)

**ALSO DEPOSITED ARE THE FOLLOWING FULFILLMENT DOCUMENTS TO BE RELEASED AT PAY-OFF OR UPON RECEIPT OF MUTUAL WRITTEN INSTRUCTIONS:**

- \_\_\_\_\_ Request for Full Reconveyance
- \_\_\_\_\_ Request for Partial Reconveyance
- \_\_\_\_\_ Satisfaction of Mortgage
- \_\_\_\_\_ Unrecorded Deed
- \_\_\_\_\_ Satisfaction of Security Interest Lien
- \_\_\_\_\_ Bill of Sale
- \_\_\_\_\_ UCC Termination
- \_\_\_\_\_ Other \_\_\_\_\_

If none of the Release Documents listed above are held by the Escrow Agent then it is the responsibility of the Payee to provide Obligor with the necessary clearing documents outside of this Collection Escrow Account, when this account has been satisfied. Escrow Agent has the right to withhold any sums held for Payee's benefit until such time as Release Documents are delivered to the Obligor. Payee shall not be entitled to any interest on any withheld sums.

**PAYMENT INFORMATION:** Escrow Agent is mutually instructed and directed to hold the above document(s) as an escrow and to deliver same to the Obligor upon payment in full to Escrow Agent of the unpaid balance in the sum, with interest, and in installments as follows, to wit:

**Principal Balance Unpaid:** \$\_\_\_\_\_, including interest at \_\_\_\_\_% per annum from \_\_\_\_\_, **20**\_\_\_\_\_. Payable in monthly (frequency) installments of \$\_\_\_\_\_ or more. The first installment is due on or before \_\_\_\_\_, **20**\_\_\_\_ and final payment due \_\_\_\_\_, **20**\_\_\_\_\_.

**Escrow Agent has no duty to investigate or determine if any terms of the transaction or obligations collected hereunder comply with any state, federal or local laws related to the obligations or transactions, specifically including Late Charges. The parties agree to hold harmless and indemnify Escrow Agent for any claim based on a violation of such laws.**

Initial \_\_\_\_\_ Initial \_\_\_\_\_ Initial \_\_\_\_\_ Initial \_\_\_\_\_

If the initial terms of the obligation documents deposited herewith require interest rate changes, installment revisions or other changes in terms upon a specific date or event, additional sheets shall be added to the initial setup instructions to inform Escrow Agent accordingly. **Escrow Agent will not monitor any failure by Obligor to make balloon payments. Escrow Agent is not liable for monitoring changes in loan terms which occur after initiation of the collection escrow unless Escrow Agent is provided not more than ninety (90) days nor less than thirty (30) days written notice of the change in terms, prior to change in terms. Escrow Agent will not retroactively apply changes in loan terms to the payment history of the loan obligation. Escrow Agent will not determine loan rates for obligations which are calculated based on prime interest rates determined by third parties, including the Federal Reserve, Wall Street Journal or LIBOR.** Any change in terms not set out in the obligation documents deposited herein shall be made by execution and recording (if appropriate) of amendment documents and delivery of amended escrow instructions to Escrow Agent.

Obligor acknowledges and agrees that any payments tendered to Escrow Agent in excess of \$10,000, whether such payments are required under the terms of the debt instrument or are overpayments (as hereafter defined), must be made in the form of wire transfer, cashier's check or certified check. If such payment is made by wire transfer, the Obligor shall pay Escrow Agent's wire transfer fee in addition to the amount of the payment tendered.

**Fees for Services:**

Disbursement and posting fees, collection of late charge fees or fees for additional services, will be charged in accordance with the Escrow Agent's fee schedule which is incorporated herein by reference. The parties acknowledge that fees are subject to change without notice. All applicable fees will be charged in accordance with Escrow Agent's fee schedule in effect at the time such fees are incurred.

**These fees are to be paid by ( ) Obligor ( ) Payee ( ) Shared 50/50**

(if there are multiple Obligors or Payees, fees will be assessed equally among the parties that collectively make up the Obligors or Payees who have incurred such fees)

If additional disbursements are requested, any resulting additional fees will be paid by:

**( ) Obligor ( ) Payee ( ) Shared 50/50**

**If all or part of the fees are paid by the OBLIGOR, the fees are in addition to the installment amount shown above.**

**LATE CHARGES:**

\_\_\_\_\_ Late Charges will be handled between parties outside this account.

\_\_\_\_\_ Late Charges are to be handled through this Collection Escrow Account.

(If late charges are to be collected by the Escrow Agent, Exhibit "A" - Instructions for the Collection of Late Charges must be signed and made part of these instructions).

**INTEREST CALCULATION:**

\_\_\_\_\_ 365 Day Basis - Interest calculation shall be on the actual number of days elapsed between payments with balance of the payment being applied to principal, as of the date the payment is received by Escrow Agent.

\_\_\_\_\_ 30/360 Monthly Basis (Interest only payments) - If this method is selected, Escrow Agent reserves the right to calculate on a 365 Day Basis if unequal payment amounts are made. Interest only payments cannot be due on the 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup> of any month. Escrow Agent reserves the right to adjust the due date of interest-only installments accordingly.

**Payments shall be posted on the date received by the Escrow Agent. Escrow Agent will not accept instructions to compound interest.**

No amortization schedules presented to Escrow Agent will be accepted, nor have any control over application of payments received by Escrow Agent. All payments will be posted by Escrow Agent in accordance with the provisions of Section 5 hereafter set forth and with Escrow Agent's standard practices and Escrow Agent's software programs, which the parties agree will control under all circumstances.

If any payments on the obligation are received prior to initial setup and delivery of documents to Escrow Agent, the parties will provide dates and amounts of any payments so made (verified by both parties) to Escrow Agent. Escrow Agent will post such payments in accordance with Escrow Agent's standard practices and subject to any applicable fees.

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**DISBURSEMENT OF FUNDS:**

**Escrow Agent is hereby instructed to make disbursements by check unless an Authorization Agreement for Direct Deposit (ACH Credit) Instructions for Electronic Transfer are attached. If disbursement is made by ACH Credit the Payee will receive a payment notice, at no additional cost. If obligor requests a payment notification, an additional \$1.00 will be added to the monthly payment amount.**

**Escrow Agent will disburse the proceeds of the payment as follows:**

1. Name \_\_\_\_\_ % or Amount

Address \_\_\_\_\_

\_\_\_\_\_

2. Name \_\_\_\_\_ % or Amount

Address \_\_\_\_\_

\_\_\_\_\_

3. Any additional disbursements listed on separate attachment incorporated herein by reference.

**Payee and Obligor instruct Escrow Agent as follows:**

1.) Escrow Agent is authorized to accept only payments tendered to Escrow Agent which are not less than the minimum installment due under the obligation for any one periodic payment period. Escrow Agent is authorized to accept such payment whether or not such installment is then in default, unless Escrow Agent has been advised in writing by the Payee, or Payee’s authorized representative, that a default has occurred and that no payments are to be accepted, except such payment as will bring the obligation current. Escrow Agent may accept additional principal payments tendered within a periodic payment period which are less than a minimum payment, so long as the minimum payment for that period has been received. Payee acknowledges that Escrow Agent will not provide notice to Payee in the event Obligor fails to make any payment. **Partial payments cannot be accepted and will be returned to the Obligor.**

2.) If Escrow Agent is advised in writing by the Payee, or Payee’s authorized representative, that a default has occurred, Escrow Agent is authorized to surrender to the Payee, or Payee’s authorized representative, upon written demand, all documents then in Escrow Agent’s possession, thereby terminating this escrow. The Payee will pay any costs due Escrow Agent as stated in these Collection Escrow Instructions. The payment of any installment directly to the Payee or existence of any offset, counterclaim, or disagreement between the parties of the acceptance of previous delinquent installment shall not limit these instructions. Escrow Agent has no duty to notify either Payee/Seller or Obligor/Buyer of any late payment or non-performance by either party.

3.) Any payments made outside of this collection escrow (including payments of any installment made directly to Payee, waiver of late fees as a result of such payment or advancements made by Payee provided for under the terms of the obligation documents) will be posted on the date Escrow Agent is notified of the charge, payment or advancement. Escrow Agent will not back date postings of such items. Notifications of payments made to Payee outside of this collection or advancements made by Payee must be in writing and accompanied by receipts or other proof of payment.

4.) Except as otherwise provided for herein, instructions to modify or cancel this Collection Escrow Account must be in written form from all parties to this agreement. Any unpaid fees plus cancellation fees due Escrow Agent shall be paid at that time. At any time after the expiration of one year from the time this escrow should by its terms be concluded, Escrow Agent may, without notice to the parties, close Escrow Agent’s records, thereby terminating Escrow Agent’s responsibilities with respect to this escrow.

5.) Escrow Agent is authorized to accept additional principal payments, whether the whole or any part of the unpaid balance, on the above described contract at any time, unless otherwise provided herein. Multiple payments received with multiple coupons will be posted as such. **Notwithstanding the foregoing, Escrow Agent will not post payments contrary to IRS regulations, specifically including the posting of principal or interest payments to a future calendar year. Escrow Agent shall be entitled to collect from Obligor and/or Payee any expenses incurred with a Certified Public Accountant (CPA) to verify IRS rules and regulations. Such expenses will be chargeable to the party responsible for any action which requires Escrow Agent to seek CPA advice or chargeable equally to both parties if the cause for incurring such expense is not readily attributable to either party alone.** Unscheduled payments or payments in excess of the minimum payment due (overpayments ) shall be applied first to any underlying obligations identified on Exhibit C attached until paid in full, with the balance disbursed as directed above. If there is no underlying obligation, any overpayments shall be applied first to late charges (if applicable) and accrued interest, then to the reduction of principal . If no late charges or accrued interest are due at the time an overpayment is received, the overpayment will be applied entirely to reduction of principal. Unless otherwise designated by Obligor (such as payments received with multiple coupons) any payment in excess of the regular monthly installment will not be applied to future payments. At any time, Escrow Agent may, in its sole discretion , withhold disbursement of any unscheduled payments or overpayments until receipt of written instructions from all parties for the disbursement thereof is received.

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6.) Payments received by 2:00 PM on any of Escrow Agent's regular business days will be posted on the date received; payments received after 2:00 PM will be posted on the following business day. Escrow Agent reserves the right to require cashier checks or other certified or readily available funds to insure posting of payments on the last business day of any calendar year. All calendar year-end payments must be received not less than two (2) hours before Escrow Agent's close of business on Escrow Agent's last business day of any calendar year. The parties acknowledge that Escrow Agent's business hours may be limited on the last business day of any calendar year.

7.) In the event any check delivered to Escrow Agent by Obligor or on the behalf of the Obligor is dishonored by the bank for any reason Escrow Agent will assess its current returned or dishonored check fee. In consideration of prompt remittance of the payments by Escrow Agent to the Payee without waiting for Obligor's checks to be honored by the bank on which it is drawn, Payee agrees to hold Escrow Agent harmless from any loss it may sustain by reason of Obligor's bank failing to honor such check and grants Escrow Agent a lien upon all funds, documents and other property held by it as provided in this agreement.

Obligor agrees to immediately reimburse the Escrow Agent, upon demand, for any payments made including the dishonored check fees and if not so reimbursed by Obligor, the Payee agrees to reimburse the Escrow Agent. If at any time the Obligor's payment is dishonored by the bank for any reason, Escrow Agent may, at Escrow Agent's option, require that all payments thereafter be made by money order or cashier's check. At Escrow Agent's option, Escrow Agent may defer the crediting of any payment until it has collected funds. In addition, Escrow Agent may reimburse any costs or charges caused by any dishonored payment from any related reserve account established with Escrow Agent.

8.) When the obligations set forth herein have been paid in full as herein provided, Escrow Agent will surrender all documents held to the Obligor upon demand. **Escrow Agent may require Payee to provide written approval of payoff prior to acceptance of payoff and delivery of documents to Obligor. Any prepayment penalties which may apply to a payoff shall be calculated by Payee. Payee shall provide the calculation to Escrow Agent within seven (7) days of being notified of a payoff request. Escrow Agent shall not be liable to any party as a result of any errors or disputes related to the calculations of prepayment penalties by Payee. Notwithstanding the foregoing, unless there is a prepayment penalty which may apply, the Escrow Agent is not required to notify Payee when payoff is received or to obtain approval of Payee prior to acceptance of payoff and delivery of documents to Obligor. Escrow Agent may withhold payoff funds until Payee delivers to Escrow Agent all required clearing documents, fully and properly executed. De minimus refunds or reimbursements of less than \$10 received by Escrow Agent on behalf of any party to a collection escrow account that has been closed for 60 or more days may, at Escrow Agent's sole option, be retained by Escrow Agent.**

9.) Upon receipt of oral or written notice of the death of a Payee, Escrow Agent is authorized to hold all funds received by Escrow Agent for the account of the deceased Payee until Escrow Agent receives written instructions for the disposition of such funds from a surviving joint Payee, or from the deceased Payee's successor in interest or the legal representative of the deceased Payee's estate or trust as shown by satisfactory documentation provided to Escrow Agent, evidencing the person or entity legally entitled to the disbursement owed to the deceased Payee. Until such satisfactory documentation and instructions are provided to Escrow Agent, all funds held hereunder shall be deposited to an impound account which will be subject to Hold Fees as set out on Escrow Agent's fee schedule in effect at the time such fees are incurred.

10.) Unclaimed Property; Uncashed Checks. If any amount held for a party in the collection escrow remains unclaimed when the obligations set forth herein have been paid in full, Escrow Agent will attempt to identify the appropriate party entitled to such unclaimed property and will provide notice to the party. The parties herein agree that Escrow Agent shall be entitled to reimburse itself, from any unclaimed amounts held for the benefit of a Payee, for any fees and out of pocket costs, including internet search fees, heir finder service fees or attorney fees, incurred to identify potential claimants of any unclaimed property. The parties further agree that if any account remains unclaimed for two years, or such other times as may be specified under the Uniform Disposition of Unclaimed Property Act, or other applicable state law, Escrow Agent shall report the unclaimed property in accordance with said Act and deliver any moneys held on account to the care of the appropriate state agency. In the event that Escrow Agent is required to file an unclaimed property report and remit the unclaimed property to a state agency, the parties agree that Escrow Agent may charge a one-time \$500.00 processing fee which may be withheld from the unclaimed property.

If a check from Escrow Agent to Payee is not presented for payment within one year of issuance, and Payee fails to deposit or present a check after notice from Escrow Agent, Payee agrees that Escrow Agent may issue a stop payment order on said check and may reimburse itself for any stop payment fee incurred as a result from the Payee's funds. Thereafter all payments received by Escrow Agent, and the remaining funds on hand after the stop payment is issued, shall continue to be held on account for Payee until such time as Escrow Agent is contacted by Payee and Payee provides current disbursement information, or until Escrow Agent is contacted by Payee's legal representative and provided with legal documentation establishing the authority of such representative to act on behalf of the Payee.

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11.) Notwithstanding anything to the contrary herein appearing Escrow Agent shall have no duty to know or determine the performance or non-performance of any term or condition of any contract or agreement between the parties hereto and Escrow Agent's duties and responsibilities are limited to those specifically stated herein. Escrow Agent shall have no responsibility for the authenticity, validity or sufficiency of any document deposited or the accuracy or any description of any document deposited, the description having been supplied by the parties. Escrow Agent's sole duty with respect to such documents is to hold and dispose of the same as herein provided. In the event of conflict or omission between any documents deposited herewith and these Collection Escrow Instructions, the Collection Escrow Instructions shall control as to the Escrow Agent. Escrow Agent shall not be liable for any loss which may occur by reason of forgeries, false representations or the exercise of Escrow Agent's discretion in any particular manner, or for any other reason except gross negligence or willful misconduct. Escrow Agent has no duty to investigate or determine if any terms of the transaction or obligations collected hereunder comply with any state, federal or local laws related to the obligations or transactions. The parties hereto affirmatively represent that the terms of the obligations and transactions herein do not violate any applicable laws or regulations.

12.) In the event the interest of either the Payee or Obligor shall pass to any other party or parties, Escrow Agent is not required to take notice of same unless and until such documents in evidence thereof, satisfactory to Escrow Agent and required by Escrow Agent, have been deposited with Escrow Agent together with a fee. Escrow Agent is under no obligation to give notice as to changes of interest or ownership, lapses of insurance, the state or payment of taxes or assessments or other encumbrances, condemnations, fires or the condition of any property mentioned in the documents herein deposited or cause notice of delinquency or dishonor or protest to be given; and any giving of such notice or notices by Escrow Agent shall not be deemed to be an assumption by it of any obligation as to the giving of any subsequent notice or notices.

13.) In the event any provision in the Collection Escrow Instructions or contract herein shall refer to a mortgage or a contract balance which is being computed other than in this escrow, Escrow Agent shall not be bound to keep a record of such balance, payment amount or the final due date. It shall be the duty of the parties hereto to keep Escrow Agent advised of the balance, payment amount and the final due date. No liability shall attach to an action or failure to act by Escrow Agent in the event information has not been delivered to it prior to a time any such information shall be material to the performance of the Collection Escrow Instructions or contract.

14.) In addition to the escrow fee paid or agreed upon at the inception of this escrow, the parties hereto jointly and severally agree to pay reasonable compensation for any services, including payoff not specified in these instructions, and any other sums which may become due to Escrow Agent. In addition to any other remedies Escrow Agent may have, Escrow Agent is hereby given a lien upon all funds, documents and other property held by Escrow Agent hereunder, to secure the payment of all Escrow Agent's fees and expenses. The parties agree to pay collection escrow fees according to rates of Escrow Agent as such fees may change from time to time.

15.) Upon initial review of documentation submitted and terms of proposed collection escrow instructions, Escrow Agent may decline to accept such collection escrow within thirty days after initial receipt. Escrow Agent's discretion will be exercised in compliance with all applicable Federal and State statutes and regulations.

16.) Escrow Agent may resign from and cancel this collection escrow agreement without cause at Escrow Agent's option upon thirty days written notice of Escrow Agent's intention to do so mailed by postage paid, first class mail to the parties at their respective addresses last known to Escrow Agent, or by email directed to the last email addresses provided by a party to Escrow Agent. At the expiration of said period Escrow Agent may return the papers herein by postage paid, first class mail, to the Payee, or either of them if more than one Payee, or as provided by court order; and Escrow Agent's liability hereunder shall cease and terminate.

17.) If any fire insurance or other insurance policies are deposited in the escrow, Escrow Agent shall have no responsibility for the sufficiency thereof, and Escrow Agent shall have no duty to see to the renewal thereof or to notify any person of the expiration thereof. If there are insurance reserves held by Escrow Agent, payment will only be made upon receipt of Insurance Billing from a party to the collection escrow account and instructions in writing to pay same.

18.) If a controversy shall arise between the parties hereto, or with any third person, including the failure of either party or any third party to provide required clearing documents, Escrow Agent may withhold disbursements or delivery of documents, charge the fees associated with holding such payment as disclosed on fee schedule, and await the outcome of such controversy by final legal proceedings, or otherwise, as Escrow Agent may deem appropriate, or Escrow Agent may institute such interpleader or other proceedings as Escrow Agent may deem proper, and in any of such events Escrow Agent shall not be liable for interest or damages. In addition, if Payee fails to respond to a written request from Escrow Agent to provide clearing documents within fourteen (14) days, Escrow Agent may charge a \$50.00 fee to any seller/Payee who fails to provide the requested documents, including a satisfaction of a security interest or UCC lien filing, request for full Reconveyance or fulfillment deed. Commencement of an interpleader action in court, or interpleading in an existing action, shall absolve Escrow Agent from all further obligation or liability under this Agreement. In the event of controversy between the parties, whether or not resulting in litigation, or in the event of an action to recover Escrow Agent's expenses or charges from either or both of the parties hereto, Escrow Agent shall be entitled to reasonable attorney's fees and reimbursement for Escrow Agent's expenses.

The parties jointly and separately agree to indemnify and hold Escrow Agent harmless for any costs, damages, attorney fees, collection agency fees, employee time, research or investigation fees, expenses and liabilities sustained in connection with servicing this account, including such expenses incurred in any arising court actions or interpleader actions, and also such expenses incurred in any controversy where no court action or interpleader action arises. The parties also jointly and separately agree to pay Escrow Agent for such expenses incurred upon demand.

Any action or proceeding seeking to enforce any provision of this Agreement or based on any right arising out of this Agreement must be brought against any of the parties in Josephine County Circuit Court of the State of Oregon or, subject to applicable jurisdictional requirements, in the United States District Court for the District of Oregon, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue.

19.) The parties hereto shall hold Escrow Agent harmless for a breach of either party's duties or obligations and shall indemnify Escrow Agent for any claims, losses or damages, including court costs and reasonable attorney fees incurred to defend any claim asserted against Escrow Agent related to the conduct, actions or representations of either party.

20.) This agreement is binding upon the heirs, executors, administrators, successors and assigns of all parties hereto. This Agreement will be governed by and construed in accordance with the laws of the state of Oregon, without regard to conflict-of-laws principles.

21.) As used in these instructions the words "Payee" and "Obligor" shall include both the singular and the plural; the word "Payee" shall include "Seller", and the word "Obligor" shall include "Buyer".

22.) It is understood by the parties signing the above or attached Collection Escrow Instruction together with all Exhibits thereto, if any, that such instructions constitute the whole agreement between this firm as an Escrow Agent and the Payee and the Obligor as principals to the transaction. All addendums or amendments to these Collection Escrow Instructions must be submitted in writing and accepted by Escrow Agent.

23.) Escrow agent may accept facsimile or email transmission of any signed original document, and retransmission of any signed facsimile or email transmission in lieu of delivery of signed original documents, except for these Collection Escrow Instructions, Promissory Notes, Trust Deeds, Requests for Reconveyance, Land Sale Contracts and Fulfillment Deeds, which in all cases must be original documents with original signatures. If facsimile or email transmissions of such documents are accepted for initial set up of a collection account, original documents with original signatures must be delivered to Escrow Agent within thirty (30) days, or the collection, at the sole discretion of Escrow Agent, may be terminated. At the request of any party, the parties will confirm facsimile and email transmitted signatures by signing an original document. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

**24.) IRS REPORTING REQUIREMENTS. Taxpayer's identification (social security) numbers must be provided on lines below. If the account has more than one number for reporting, list name, number and percentage to be reported for each. No account will be accepted without complete tax reporting information. In addition, Payee and Obligor must provide fully completed and executed IRS form W-9. Escrow Agent is required in most cases to report income and details regarding this collection escrow to the IRS in accordance with actual distributions made to the Payee designated herein. Any party who refuses to respond to Escrow Agent's request for tax reporting information will be solely responsible for any IRS penalties imposed as a result of such party's failure to comply, and will indemnify and hold Escrow Agent harmless therefrom.**

25) Escrow Agent has adopted procedural policies which supplement these Collection Escrow Instructions and are incorporated herein by reference. Copies of these policies are available to the parties hereto on our website. Escrow agent reserves the right to change or supplement its policies, and the parties agree to be bound by all policies of Escrow Agent, including all subsequent changes or supplements.

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**DISCLAIMERS:** The terms of these Escrow Instructions, including any incorporated Exhibits, shall control in the event of any inconsistencies between the Escrow Instructions and the Documents deposited herewith. Escrow Agent shall not be responsible for notifying parties of due dates of non-standard payments or final maturity dates required under any Documents deposited herewith.

Escrow Agent will not accept any Escrow Instructions or Exhibits which are altered or modified from their original forms. Any modification, deletions or other alterations to the forms of these documents shall be ineffective and shall not alter or change the obligations of Escrow Agent hereunder. Alterations or modification of these forms shall be grounds for Escrow Agent to refuse to accept the collection escrow.

Escrow Agent reserves the right to refuse acceptance of any collection escrow at any time without cause or to terminate an existing collection as provided in Section 15 of these instructions. If in the course of initial setup of any new collection account Escrow Agent determines that it cannot accept the account, Escrow Agent may retain all or any portion of the initial setup fee as compensation for Escrow Agent's services prior to its determination that the account cannot be accepted.

**NOTICE TO ALL PARTIES:**

**READ THESE INSTRUCTIONS CAREFULLY AND DO NOT SIGN THEM UNLESS YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS SET FORTH ABOVE.**

CERTIFICATION - Under the penalties of perjury, I/We certify that the information provided on this form is true, correct, and complete.

\_\_\_\_\_  
Payee/Seller Dated \_\_\_\_\_  
\_\_\_\_\_  
SSN/Taxpayer ID ( %)

\_\_\_\_\_  
Obligor/Buyer Dated \_\_\_\_\_  
\_\_\_\_\_  
SSN/Taxpayer ID ( %)

\_\_\_\_\_  
Payee/Seller Dated \_\_\_\_\_  
\_\_\_\_\_  
SSN/Taxpayer ID ( %)

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Obligor/Buyer Dated \_\_\_\_\_  
\_\_\_\_\_  
SSN/Taxpayer ID ( %)

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Payee/Seller Dated \_\_\_\_\_  
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SSN/Taxpayer ID ( %)

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Obligor/Buyer Dated \_\_\_\_\_  
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Payee/Seller Dated \_\_\_\_\_  
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SSN/Taxpayer ID ( %)

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Obligor/Buyer Dated \_\_\_\_\_  
\_\_\_\_\_  
SSN/Taxpayer ID ( %)

The above collection escrow instructions received and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Pacific Trust Deed Servicing Company, Inc.**

By \_\_\_\_\_