



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

EXHIBIT "A"

To Collection Escrow Instructions
For the Collection of Late Charges

Collection Escrow # _____

RESIDENTIAL _____ **OR** **COMMERCIAL** _____

1.) This Collection Escrow Account will have additional provisions for the assessment and collection of late charges. THE FEE FOR THIS ADDITIONAL SERVICE IS \$2.00 PER PAYMENT. This fee will be paid by the party indicated on Page 2 of the Collection Escrow Instructions. Late fees will be charged in compliance with the terms of the documents held in this file and/or as agreed to by a written set of terms between all parties (copy attached). However, Escrow Agent will not be responsible for late charges based on a dollar amount per day; any such late charges must be handled between the parties outside of this Collection Escrow Account. The parties agree and acknowledge that the terms of the Collection Escrow Instructions and this Exhibit A shall supersede and control any inconsistent provisions in the Promissory Note, Contract or other documents related to this collection account.

2.) The ability of Escrow Agent to compute late charges is based on a specified number of days of delinquency; after this time has elapsed and a payment is posted, only a specified dollar amount or percentage of the payment due (but not both) will be assessed to the account. For purposes of determining whether a payment is late, Escrow Agent shall not include the day when the payment is due in calculating the number of days of delinquency. The balance of these charges will be accruing, less any payment amount identified to be a "late charge payment," and this balance must be paid before a complete payoff can be made. Late charges are not subject to interest; they are a penalty for late payment only and will not be added to the principal balance. In the event that late charges are due and owing on an account, any overpayment shall first be applied to the late charge balance before any excess payment is applied to principal and interest.

3.) **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.**

4.) Escrow Agent has no duty to notify either Payee/Seller or Obligor/Buyer of any late payment or non-performance by either party.

5.) Late Charges will not be assessed on balloon payments or on "all due" balloon payments. Late charge services will not be available or assessed by Escrow Agent on collections where payments are due more frequently than monthly. Escrow Agent will not assess more than one late charge for each delinquent payment, regardless of the terms provided for under the debt instrument.

6.) DETERMINATION OF PAYMENT DUE DATE BASED ON MULTIPLE PAYMENTS will be as agreed herewith: Multiple payments will be recorded as such, advancing the next payment due date one month for each full payment.

7.) PARTIAL PAYMENTS cannot be accepted and will be returned to the Obligor.

8.) FINAL RELEASE OF DOCUMENTS WILL BE WITHHELD UNTIL ALL THE LATE FEES ACCRUED ARE PAID IN FULL.

PAYEE /SELLER

OBLIGOR/BUYER

TO ADD LATE FEE COMPUTING TO AN EXISTING ACCOUNT: The parties agree that the balance of the late fees owing as of _____ is \$ _____ and the next payment due date is _____.

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.

Accepted on this _____ day of _____, 20____. Pacific Trust Deed Servicing Company, Inc.

By: _____