

The following provisions from the original escrow instructions are incorporated herein.

- 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.
- 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.
- 3) Escrow Agent is instructed that if part of the payment made hereunder is being paid to an obligation(s) (underlying obligations) secured by any part of the property securing the debt collected hereunder, and if any creditor of Payee asserts a claim to any part of any payment hereunder, the application of that portion to be paid to underlying obligation(s) constitutes a precondition to the application of Obligor's funds to the debt collected hereunder.
- 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. 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.
- 6) 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.
- 7) Notwithstanding the foregoing, upon receipt of written or oral 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. In the event of any adverse claims, Escrow Agent reserves the right to withhold disbursement or proceed as set forth in Section 15.
- 8) Notwithstanding anything to the contrary therein 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 specially 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.
- 9) 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.
- 10) 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.

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11) 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.

12) 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.

13) Escrow Agent may resign from and cancel this collection escrow agreement 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. 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.

14) 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.

15) If a controversy shall arise between the parties hereto, or with any third person, Escrow Agent may withhold disbursements or delivery of documents 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 the event of controversy, 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.

16) 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.

17) This agreement is binding upon the heirs, executors, administrators, successors and assigns of all parties hereto.

18) 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".

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