



# Pacific Trust Deed Servicing Co., Inc.

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P.O. Box 697 \* Grants Pass, OR 97528 \* 225 N.E. "C" Street, Grants Pass, OR 97526

Pacific Trust Deed Servicing Company, Inc. (Escrow Agent)

## EXHIBIT "C" To Collection Escrow Instructions ALL INCLUSIVE/WRAP AGREEMENT

Collection Escrow # \_\_\_\_\_  
Payee: \_\_\_\_\_  
Obligor: \_\_\_\_\_  
Underlying Lienholder: \_\_\_\_\_  
Underlying Lien Account No. \_\_\_\_\_ (if applicable)

Escrow Agent's All Inclusive/Wrap setup fee of \$\_\_\_\_\_ is paid herewith.

The Payee/Seller and Obligor/Buyer to this Collection Escrow Account request Escrow Agent to disburse all or a portion of funds received to an underlying lien obligation. In connection therewith, the parties agree as follows:

1. Escrow Agent shall be provided copies of all documents evidencing the underlying lien obligation, including but not limited to all promissory or installment notes, trust deeds, mortgages, contracts of sale, and any modifications or addendums thereto.
2. Escrow Agent shall be provided an account statement from the underlying lienholder verifying the status of the underlying lien obligation at the time this Collection Escrow Account is established. The statement shall include verification of the current balance owing, the date that interest is paid to, the date the next installment is due, the amount of installments and any balloon payments due and any fees that will be charged in connection with the underlying lien, including late fees, service fees, etc., the address where payments are to be mailed and account number of the obligation, if any.
3. The parties represent to Escrow Agent that the underlying obligation is not in default in any of its terms at the time this Collection Escrow Account is established.
4. The parties specifically hold harmless Escrow Agent for any late fees incurred on the underlying obligation due to any insufficiency of time between receipt of payment under this Collection Escrow and the date payment is due on the underlying obligation. The parties acknowledge and agree that Escrow Agent reserves the right to refuse acceptance of this All Inclusive/Wrap Agreement or require a modification of the obligation between Payee and Obligor as a condition of acceptance, if Escrow Agent, in its sole discretion, determines there is insufficient time permitted between the date payments are due on the obligation between Payee and Obligor and the date payments are due on the underlying obligation to allow for timely payment to be made by US Mail on the underlying obligation.
5. The parties shall promptly provide Escrow Agent with any subsequent changes in any information related to the underlying obligation, including but not limited to changes in terms, addresses, account servicing, property tax modifications, changes in payments or interest rates and any changes that occur as a result of late or untimely payment.
6. The parties acknowledge that Escrow Agent will not monitor compliance with any fire or other insurance provisions under the terms of the underlying obligation documents. The parties shall hold harmless Escrow Agent for any default in the underlying obligation caused by any parties' failure to provide proof of such insurance to the underlying lienholder or any other party.
7. The parties agree that any overpayments received on this Collection Escrow Account will be applied to the underlying lien obligation. The parties shall hold harmless Escrow Agent for any sums owing on the underlying obligation upon payment in full of the obligation between Obligor and Payee subject to this Collection Escrow Account.
8. Escrow Agent is not obligated to obtain clearing documents from the underlying lienholder. Payee and Obligor acknowledge they are solely responsible for obtaining clearing documents from the underlying lienholder.
9. The parties shall hold harmless Escrow Agent for any default which occurs in the underlying obligation, including but not limited to any acceleration provision triggered under the underlying obligation for any reason.
10. Escrow Agent is instructed that payments received from Obligor shall be applied to the underlying obligation pursuant to this Exhibit "C" before any portion of such payments shall be subject to any claim by Payee or any creditor of Payee.

The undersigned hereby certify that the all information provided to Escrow Agent is true and correct and that Escrow Agent will be relying on the accuracy of this information in the servicing of this Collection Escrow Account and the underlying lien obligation. The undersigned agree to indemnify and hold harmless Escrow Agent from any liability, claims, demands, or causes of action, of whatsoever kind or nature, known or unknown, arising from any inaccuracy of this information.

These terms and provisions are in addition to the basic Collection Escrow Instructions governing this Collection Escrow Account.

**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.**

**PAYEE/SELLER**

**OBLIGOR/BUYER**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Accepted on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

By: \_\_\_\_\_