

## Loan Servicing Set up Checklist

Welcome to Provident Loan Servicing. We are excited to have you as our client. To get your account started and to provide you with amazing service, please complete this checklist and return it with the following requested information:

- □ Completed Loan Setup Form: Borrower Setup Document and W9
- Completed Loan Setup Form: Lender Setup Document and W9
- Underlying lien form (if applicable)
- □ Signed Loan Servicing Agreement
- Copy of Deed of Trust(s)
- Copy of Promissory Note(s)
- □ Copy of Closing Disclosure/ Settlement Statement
- Copy of Tax Certificates (if not a wrap where the underlying lien escrows)
- **Copy of New Insurance Declaration Page Certificates (if not a wrap where the underlying lien escrows)**
- Setup fees
- Escrow Funds (if applicable)

□ Payment History, current principal balance and next payment due date (if transferred from another servicer or previously self servicing)

Please send all documents to Provident Loan Servicing at <u>NewAccounts@providentls.com</u>. Your account will be started once all required documentation is received. Both parties will receive a confirmation Welcome Letter after setup. Please contact our Customer Service Department at (214) 937-0786 with any questions.

We look forward to servicing your account!



#### **Fee Schedule**

(Below schedule is subject to change without notice)

Account Set Up Fees:\$100.00Rush fees Set Up Fees:\$50.00 (in addition to set up fees)(if requested with less than 5 days to borrower's next payment)			
Monthly Servicing Fees	\$35.00 (per payment per month includes escrow and up to 2 lender disbursement).		
	\$10.00 (per month for each additional lender)		
Monthly Servicing Fees (wrap loans/underlying liens)	\$45.00 (per payment per month includes escrow and up to 2 underlying lien disbursements and up to 2 lender disbursement)		
	\$10.00 (per month for each additional lender or underlying lien holder)		
Additional Lien Servicing Fees (same property as 1 <sup>st</sup> lien)	\$15.00 per month		
Other Fees:			
Servicing Transfer/De-Boarding Fee Late fees assessed Pay history/VOM/Payoff Duplicate 1098/1099 Returned check/Draft rejection Insurance demand notice Lien Release Drafting and recording	\$50.00 50%-50% split between lender and Provident Loan Servicing \$35.00. Updated request within 30 days \$25.00 \$10.00 \$35.00 \$100.00 \$200.00		
*Other fees or attorney fee may apply and will be di	scussed with lender first.		

\*\*\* Fees for services not included in this schedule and outside the scope of what Provident Loan Servicing does, will be charged at the minimum rate of \$250.00 per employee hour. All fees are collected in advance of services performed. All fees quoted herein are subject to change without notice \*\*\*

Set-up fee paid by \_\_\_\_\_\_ If paid by borrower, fee must be collected at closing.

Monthly fee paid by \_\_\_\_\_\_ If paid by borrower, borrower signature \_\_\_\_\_\_

# Note: Provident Loan Servicing will not be able to complete the setup unless all necessary documentation has been received.

Lender Date		Lender	Date



#### **Account Servicing Agreement**

Centric Financial Group LLC Dba Provident Loan Servicing (hereinafter referred to as "Servicer"), is hereby directed to establish a servicing account on behalf of the below named parties.

Lender acknowledges and agrees that Servicer's obligations hereunder do not include, in any manner whatsoever, and Servicer assumes no responsibility for:

- 1. The legal sufficiency, validity, or effect of the Note, Deed of Trust and any of the other documents executed by Borrower and Lender or executed by one of these parties in favor or the other;
- 2. Determining whether the Note, Deed of Trust or any other documents described above, and all provisions therein, are in compliance with all applicable local, state and federal laws, codes, statutes, regulations and the like, including, without limitation, RESPA, TILA, CFPB, Regulation Z, usury laws, and late charge restrictions;
- 3. Undertaking any activities related to (i) collection of past due payments, (ii) loan modifications, (iii) loss mitigation, (iv) foreclosure proceedings, (v) judicial trustee sales, (vi) forfeiture, or (vii) enforcement proceedings;
- 4. Notifying any party of non-payment or declaration of default, change of interest, or ownership, condemnations, or condition of any property; or any encumbrance. Any giving of such notice(s) by Servicer shall not be deemed to be an assumption by Servicer of any obligation as to the giving of any subsequent notice(s);
- 5. Payment for or notification to any party regarding recording of documents, perfection of security interests, insurance premiums, taxes, tax assessments or encumbrances, unless reserves addendum is attached and the appropriate fee is paid to Servicer;

Servicer will interpret the provisions in the Note, including, but not limited to, the calculation of interest and any late charges, based on a fair construction of the express language in the Note. However, Servicer's interpretation does not constitute a legal opinion as to the validity, effect, or enforceability of such provisions, the calculations, or the collectability of any amounts due. Lender acknowledges and agrees that these are ultimately issues to be determined between the lender and the borrower, by a court of law, or in accordance with any relevant dispute resolution process agreed to, by them.

By signing this form, I/We am/are originating a valid contract for servicing. I/We instruct Provident Loan Servicing to set up an account to professionally service my/our Note or Contract. I/We agree to be bound by the Provident Loan Servicing terms and conditions as outlined on pages attached hereto.

Lender/Seller

Date

Lender/Seller

Date

### **Terms and Conditions**



1. **Billing Statements, Coupons.** Servicer will provide billing statements or payment coupons for the convenience of Borrower. PLEASE NOTE: Failure to receive statement or coupons does NOT excuse the Borrower from making timely payments. If a discrepancy or difference exists between the billing statement/coupon and the Documents Deposited, the terms of the Documents Deposited prevail. Servicer will notify Borrower of each payment received, unless other arrangements have been made.

Accounts with more than one Lender shall select one Lender to remit payments and receive all related mailings and notices.

- 2. Late Notices. A late notice fee will be charged only if a late notice is actually sent. If included in the Documents Deposited, Servicer may track and assess late charges, but beyond the notice, Servicer will not be responsible for advising Lender or Borrower of any delinquency, default, or late charges. Should Lender require notification of any delinquent payments pursuant to any applicable local, state and federal laws, codes, statutes, regulations and the like, Servicer will send its Notification of Late Payment.
- 4. Collection of Payments. Servicer will act as agent for Lender and for the limited purpose of accepting, recording, and distributing payments detailed in this Agreement. Servicer will accept all payments made by Borrower before or after the payment due date unless the Servicer has received appropriate evidence from Borrower stating that Notice according to the Documents Deposited has been given to the Lender starting forfeiture, foreclosure, or other legal action against Lender. Payments will not be processed on Saturdays, Sundays, and posted Servicer holidays. Servicer shall not be responsible for delays due to Acts of God or other causes outside the control of Servicer.

Unless otherwise instructed by the Documents Deposited or required by applicable law, payments will be applied in the following order, 1) interest, 2) principal, 3) escrow (if applicable), 4) servicing fees, and 5) late charges. Payments will be applied to the next payment due even if amount received is less than the scheduled payment amount.

- 5. Interest Calculation. Interest will be calculated from due date to due date using a 30- day month, 360-day year unless there are prevailing regional standards or Servicer is otherwise instructed. Any computation, application of principal and interest, or other payment shall be deemed correct, unless the party affected notifies Servicer that such computation or application is not correct within 60 days after notice of the computation or application is sent. Should no payment installment or portion thereof be received by Servicer for a period in excess of one hundred fifty (150) days after applicable due date, Servicer may assume the parties have abandoned the servicing account and upon thirty (30) days' written notice to the last known address of each party, and non- objection thereto by any party, Servicer may return all documents to Seller/Lender and Servicer's responsibilities hereunder shall terminate.
- 6. Fees. If Lender is responsible for servicing fee; it will be deducted from Lender's distributions. If the borrower is responsible for Servicing fees, the fees must be added to the payment by borrower. Servicing fees are subject to change with thirty (30) days' written notice to parties. Delinquent, unpaid fee balances are subject to collections. At its discretion, Servicer may resign from servicing accounts with unpaid, and/or delinquent servicing fee balances.

Servicer offers supplemental services for a fee as outlined on the Ancillary Fee Schedule attached hereto and all fees are subject to change without notice. The requesting party agrees to pay all fees for supplemental services.

7. Payment Distributions. Servicer will distribute payments to the named individuals and entities as instructed in



writing by Lender or Lender's agent.

Servicer reserves the right to delay distributions until payments deposited have cleared the issuer's bank according to Servicer's Payment Policy (available upon request). If Servicer does not have a valid current address for Lender, it may hold all distributions for that Lender in a non-interest-bearing trust account, without liability.

- 8. Insufficient Funds/Returned Items/Uncollected Funds/ Funds Owed to Servicer. If a payment received by Servicer is returned or rejected for any reason, all parties are liable jointly and separately for immediately reimbursing Servicer for all funds paid out and all costs incurred and fees assessed in the recovery of these funds including but not limited to Servicer's Returned Item Fee plus 1.50% of the disbursement made to Lender per month from the date of payment to Lender until recovered. The Parties authorize Servicer to reverse direct deposits and retain future payments to recover funds. Servicer shall have a lien on all monies, papers and properties held by it in connection with this account or any other account it is servicing for either Borrower or Lender for its incurred fees, costs or expenses. If Servicer is required to hire a collection agency or an attorney to recover its funds, Lender agrees to pay the collection agency fees and attorney's fees not to exceed 25% of the amount owed or the amount fixed by applicable law, whichever is greater.
- 9. **Overpayment (Right of Offset)**. In the event of an overpayment for any reason, including payment sent due to Servicer error, the Parties agree to reimburse Servicer immediately. Servicer also has the right to recover against funds it is holding, or which come into its possession. Parties authorize Servicer to advance funds on their behalf to ensure an accurate distribution and parties also agree to cooperate and to pay Servicer any and all funds advanced on their behalf.
- 10. Account Close Out, Withdrawal and Cancellation of Account Servicing Agreement. Lender may request cancellation of this Agreement by delivering a signed, written request to Servicer along with Servicer's File Close Fee and all outstanding servicing fees and charges. Servicer will not release original documents unless File Close Fee and all outstanding fees and charges are paid in full. Servicer may terminate this Agreement, with or without cause, with 60 days' written notice to Lender's at last known addresses. Servicer will deliver documents based upon instructions from the party(ies) who signed the Agreement upon receipt of Servicer's File Close Fee and all unpaid fees and charges. Servicer will deliver and the state record-keeping requirements.
- 11. **Ownership Changes/Modifications**. Servicer shall not recognize any change in beneficial interest, property ownership, or other modification to the Documents Deposited until sufficient documents, as determined by Servicer, have been received to establish such change and any related costs have been fully paid. In the absence of written notification, Servicer has no responsibility or liability for such changes.

Servicer shall hold any payments it collects after receiving notice of the death of a Lender or a pending assignment in a non-interest-bearing trust account, without liability. The funds will be paid out only when Servicer, in its sole non-interest-bearing trust account, without liability. The funds will be paid out only when Servicer, in its sole discretion, has sufficient documentation to establish rightful ownership.

12. **Prior Liens/Wraps**. If a portion of a payment is to be distributed to any third party due to prior liens, Parties agree they are fully responsible for such liens. Servicer agrees to remit payments to the prior lienholders provided funds are available. Servicer assumes no responsibility for how payments are applied to underlying debt or obligation or for verification of receipt and application of said payments by prior lienholders or for failure of any such payments to fully discharge said obligations.

If a payment received by Servicer is not sufficient to pay any lien connected with the property when due, Lender is responsible for and agrees to pay amount necessary to keep lien(s) current.



All parties agree to immediately forward to Servicer all correspondence they receive from lienholders. Lender fully acknowledges any liens listed against Property. Lender agrees Servicer has the right to fully access underlying loan information and will give Servicer ability to access that information by providing written authorization to prior lienholder to release information.

- 13. Tax and Insurance Impounds. If the Parties have contracted Servicer to impound and pay insurance premiums, property taxes and/or any other assessments against the property, Lender agrees to pay to Servicer, in addition to the regular monthly installments due under the Note or Contract between the Parties, a sum equal to 1/12th of the insurance premiums, annual property taxes and/or any other assessments plus a cushion equal to 1/6th of the total annual impound disbursements. The monthly impound requirement will be estimated by Servicer without liability. Servicer will hold said sums in a non-interest-bearing account designated to pay said obligations and furnish an annual statement of the account to the Lender. Servicer will not advance funds for any purpose if there is a shortage, but will advise Lender and Borrower of shortages at the time they are discovered.
- 14. Account Status. Servicer is authorized to provide beneficiary/payoff statements for the Documents Deposited to the Borrower or other persons authorized by law to receive such information, and to charge the fee permitted by law for providing those statements.

This Agreement has been made and will be interpreted and enforced in and under the laws determined by the location of the Servicer's office performing the duties of this Agreement, as if all parties were residents of that state and county. This Agreement, including any addendums or modifications made in compliance with other provisions of the Agreement, constitutes the entire understanding of Servicer and the parties to this Agreement. This Agreement may be modified or amended by Servicer upon written notice to Borrower and Lender, or in writing by the appropriate parties and accepted by Servicer. The Parties may request information from Servicer and notify Servicer of specific errors by submitting a qualified written request in the form of written correspondence, other than notice on a payment coupon or other payment medium supplied by servicer, which includes the requestor's name, account number and reason for request. Requests for information and notifications of error should be sent to Servicer's corporate office located at 1452 Hughes Road, Suite 200, Grapevine TX 76051. Email lenders@providentls.com.

By signing this form, I/We am/are originating/have originated a valid contract for servicing. I/We instruct Provident Loan Servicing to set up an account to professionally service my/our Note or Contract. I/We agree to be bound by the Provident Loan Servicing terms and conditions as outlined on above pages attached hereto.

Lender/Seller

Date

Lender/Seller

Date



# Wrap/Subject to Addendum to Servicing Agreement

This Addendum ("Addendum") is entered into as of \_\_\_\_\_\_, between \_\_\_\_\_\_ ("Investor/Lender") and Centric Financial Group LLC Dba Provident Loan Servicing ("Servicer").

### **1.** Investor/Lender Responsibilities:

The Investor/Lender understands that Provident Loan Servicing does not communicate with underlying lien holders and acts in the capacity of a pass-thru service provider. The Investor/Lender also agrees to the following responsibilities in relation to the subject-to loans and wrap loans serviced by Provident Loan Servicing:

\_\_\_\_\_Payment to Underlying lien at or immediately after closing: The Investor/Lender agrees to ensure that the underlying lien is paid a month ahead of the wrap borrower's payment due date. Thus, ensuring late charges do not accrue from the underlying lien.

**\_\_\_\_\_Payment Obligation:** The Investor/Lender shall ensure payments are received by the underlying lien in a timely manner. Informing Provident Loan Servicing of any delays in payments from being applied on time by the underlying lien.

**\_\_\_\_\_Loan Documentation and Communication:** The Investor/Lender shall communicate all underlying loan changes, such as loan transfers, escrow analysis or any other changes etc., to Provident Loan Servicing promptly and accurately.

**\_\_\_\_\_Insurance:** The Investor/Lender shall ensure appropriate insurance coverage is in the end buyer's name as required by industry standards. There cannot be 2 policies in place. This insurance must be sent to the underlying lien and a copy provided to Provident Loan Servicing.

**\_\_\_\_\_Indemnification:** The Investor/Lender shall indemnify and hold harmless Provident Loan Servicing from any losses, damages, liabilities, or expenses arising out of or related to the subject-to loans and wrap loans, including but not limited to legal fees and court costs.



### 2. Personal Guaranty:

The Investor/Lender,\_\_\_\_\_, hereby personally guarantees the fulfillment of all obligations outlined in this Addendum and agrees to indemnify and hold harmless Provident Loan Servicing from any losses, damages, liabilities, or expenses incurred due to the Investor/Lender's failure to fulfill such obligations.

### 3. No Liability of Centric Financial Group LLC, Dba Provident Loan Servicing:

The Investor/Lender acknowledges and agrees that Provident Loan Servicing acts solely as a passthrough servicer for the subject-to loans and wrap loans and does not have any liability to the borrowers, the Investor/Lender and/or existing lienholders except as expressly provided for in the servicing agreement and this Addendum.

Lender/Seller

Date

Lender/Seller

Date



(Underlying Loan)

Lender understands that the property Borrower is purchasing from Lender is subject to the following existing lien(s), which remain(s) the obligation of Lender. Servicer will not be communicating with the underlying lienholder.

Underlying Lienhold	er A Information		Underlying Lienholder	B Informatio	on (if applica	ble)
Lender Name			Lender Name			
Address			Address			
City	State	Zip	City		State	Zip
Name of Borrower o	n Loan		Name of Borrower on	ı Loan		
P&I Payment:	\$	Loan Number	P&I Payment:	\$		Loan Number
Escrow Payment:	\$		Escrow Payment:	\$		
Total Payment:	\$		Total Payment:	-		
*Please attach a cop	y the most recent stat	ement/coupon from t	he Lienholder for each Lie			ired for setup*

Servicer is hereby irrevocably authorized and directed to disburse the principal and interest payment, plus applicable reserve funds and fees on the prior lien(s) from the monthly installments received from Borrower as stated above. <u>Lender/Seller is responsible for</u> <u>immediately providing all status information concerning prior lien(s) to Servicer</u>. Servicer is specifically instructed not to accept partial payments.

The Parties agree that upon payment in full of any prior lien(s) whereunder that lienholder was impounding for taxes and/or insurance, the Parties will pay taxes and/or insurance directly or will contact Servicer to establish tax and/or insurance reserves.

I agree to be bound by Servicer's terms and conditions attached to the Account Servicing Agreement.

# Please provide a copy of the statement!

Lender/Seller

Date

Lender/Seller



## Lender Setup Document

Please complete this form if you are a new client of Provident Loan Servicing or if your lender information or bank account information are different than our records.

#### LENDER/SELLER 1:

Name (as per your ta	ax return)	
Contact Person		
E-mail		
		Alt. Phone
Mailing Address		City
State Zip	SSN or EIN	
LENDER'S BANK INF	ORMATION FOR CAS	SH FLOW/DIRECT DEPOSIT:
Name of Bank:		Type of Account: Checking Savings
Bank Address:		Name on Account:
Routing #:		Acct #:
		will be charged a \$3.00 Check Fee for each check remitted. Standar

to be cut is Tuesday and Friday. Payments can be released monthly or quarterly upon request.

#### LENDER/SELLER 2:

Name (as per your ta	x return)		
Contact Person			
		Alt. Phone	
Mailing Address		City	
State Zip	SSN or EIN		
LENDER'S BANK INFO	RMATION FOR CASH FI	LOW/DIRECT DEPOSIT:	
Name of Bank:		Type of Account: Checking Savings	
Bank Address:	Name on Account:		
Routing #:		Acct #:	
<ul> <li>If you choose not to c</li> </ul>	lo Direct Deposit, you will	be charged a \$3.00 Check Fee for each check remitted. Standard date for ch	
to be cut is Thursdays. F	ayments can be released r	monthly or quarterly upon request.	



#### **BORROWER SETUP DOCUMENT**

Property Address:				
Occupancy: Owner Occupied	Non-Ow	ner Occupiec	1	
Property Type: SFR Attached SFR Detached Condo Manufactured Home Mobile Home				
Land Other (please describe)				
BORROWER(S) INFORMATION:				
Borrower Name (as per your tax ret	:urn)			
E-mail		DOB	SSN	
Main Phone	in Phone Work Phone			
Mailing Address				
City	State	Zip	Attached W-9 for tax and credit purposes	
Co-Borrower Name (as per your tax	return)			
E-mail		DOB	SSN	
Main Phone		Work Pho	one	
Mailing Address				
City	State	Zip	Attached W-9 for tax and credit purposes	
INSURANCE INFORMATION:				
Company:				
Agent:				
Agent Phone Number:				
Agent Email:				

Please contact us at the email address or telephone number with any questions you may have regarding your loan servicing.

1452 Hughes Rd, Suite 200, Grapevine TX 76051 | Phone (214) 937-0786 | email <u>customercare@providentls.com</u> | NMLS # 2491177 <u>www.ProvidentLoanServicing.com</u>