



# Allied Loan Servicing, LLC

1000 Caughlin Crossing, Suite 30 | Reno, Nevada 89519  
 (p) 888.738.1031 or 775.851.0881 | (f) 844.273.6678

## LOAN SERVICING AGREEMENT

The undersigned hereby give their authorization to establish a Loan Servicing Account & do hereby deposit, or have deposited on their behalf, with Allied Loan Servicing, the following documents:

**PAYER/BUYER:** \_\_\_\_\_  
 PLEASE PRINT OR TYPE NAME(S)

**PAYEE/SELLER:** \_\_\_\_\_  
 PLEASE PRINT OR TYPE NAME(S)

<input type="checkbox"/>	Original	<input type="checkbox"/>	Copy			
<input type="checkbox"/>	<input type="checkbox"/>			<b>Promissory Note:</b>	Date: _____	Amount: _____
<input type="checkbox"/>	<input type="checkbox"/>			<b>Deed of Trust:</b>	Doc. No.: _____	Record Date: _____
<input type="checkbox"/>	N/A			<b>Authorization for Release:</b>	(to be held until contract fulfilled)	
<input type="checkbox"/>	N/A			<b>Completed &amp; Signed W-9:</b>	<input type="checkbox"/> For Payer	<input type="checkbox"/> For Payee
<input type="checkbox"/>	<input type="checkbox"/>			<b>Contract of Sale:</b>	Date: _____	<input type="checkbox"/> Transferal / Default Deed(s)
<input type="checkbox"/>	<input type="checkbox"/>			<b>Lease Agreement:</b>	Date: _____	
<input type="checkbox"/>	<input type="checkbox"/>			<b>Rental Agreement:</b>	Date: _____	
<input type="checkbox"/>	<input type="checkbox"/>			<b>Other:</b> _____		

Allied Loan Servicing (Allied) is hereby instructed as follows:

### GENERAL PROVISIONS

- Loan Servicing fees will be paid  one-half by both Payer & Payee  all by Payer  all by Payee.
- To accept and disburse payments in accordance with the provisions of this Agreement & the provisions as stated in the above referenced document(s), provided each such installment is accompanied by the payment of the fees as outlined in the Fee Schedule and set forth above.
- Payer and Payee understand and agree that the minimum loan servicing fee is \$12.00 per month, plus a charge of \$3.00 for each additional disbursements in excess of one (1) per installment payment. There will be an additional charge of \$6.00 per month for impounds. In the event the Promissory Note is assigned or assumed, the fee to reflect the change of parties shall be \$50.00. Payer and Payee agree that the time of payment of the last installment or prepayment of the installments, a final service fee of \$100.00 will be paid in the manner set forth in item 1 above. Accounts with multiple payees will be charged an additional closing fee.
- Each payment made to Allied will be disbursed in accordance with this Agreement and the documents deposited above.
- Any installment payment in excess of \$5,000.00, if not paid in the form of certified funds, will be verified by the bank in which it was drawn. The payment will not be applied until funds are verified, regardless of receipt date.
- If a notice of delinquency is requested and forwarded, Payer agrees to pay to Allied an additional fee of \$15.00 for providing such notice. If the next installment payment paid is not accompanied by said fee, fees will accrue and become payable upon payment in full.
- In the event that a check delivered by Payer is dishonored by the institution on which it is drawn, Allied shall accept no payment in lieu of said check unless it is accompanied by a service fee of \$30.00. Allied need not redeposit any dishonored check and may thereafter require all future payments to be made in the form of certified funds or cashier's check. In the event Payer fails to reimburse Allied for a dishonored check within five (5) business days from the date the payment is dishonored, Payer agrees to pay to Allied, in addition to the aforementioned service fee, 1.50% per month, or portion thereof, of the amount of the dishonored check, until the date of reimbursement to Allied. Said additional payment shall be determined by multiplying the amount of the dishonored check by .0015 and that product by the number of days elapsed since the date the payment was dishonored.
- Allied will disburse payments in accordance with AB133 except as stated in item #5 above. In consideration of the prompt release of payments to the Payee, without waiting for checks to be honored by the institution upon which they are drawn, Payee agrees to hold Allied harmless from any loss sustained by reason of the dishonoring of said



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checks. In the event any check delivered to Allied is dishonored by the institution upon which it was drawn Payee shall return such payment to Allied within five (5) business days from the date of the request of return. In the event Payee fails to return such payment to Allied within five (5) business days from the date of request, Payee shall include a service fee of \$30.00, plus 1.50% per month of the amount of the disbursement made to Payee, from the date of payment to Payee until paid. The amount due by Payee shall be determined by multiplying the amount of the disbursement to Payee by .0015 and that product by the number of days elapsed since the disbursement to the Payee. Notwithstanding the foregoing, Allied may withhold any disbursement to Payee until any check received from Payer has been honored by the institution upon which it was drawn.

9. All funds received in this loan servicing account may be deposited with other loan servicing account funds with any State or National bank. All disbursements shall be made by the check of Allied Loan Servicing or via Automated Clearing House (ACH).
10. Unless otherwise stipulated, all payment advices, disbursements and notice given by Allied shall be delivered by U.S. Mail or via email service. It is agreed that Allied assumes no liability for any delay or failure of delivery.
11. Except for a cancellation by Allied, this loan servicing account may not be cancelled without the written consent of both Payee and Payer. Upon any such cancellation, Allied shall be paid all unpaid fees, charges and expenditures and a cancellation fee of \$100.00. Allied need not release any documents held until such payment is made.
12. Allied shall refuse any payment that does not represent a complete installment as outlined in the Note, Contract or Agreement. In the event that Payee authorizes the acceptance of less than a complete installment, Payer agrees to pay any increased Loan servicing charges which may be required by Allied.
13. To comply with privacy policy, Allied will not release information regarding this account without written authorization from Payee or Payer. Payee and Payer agree that Allied shall not be held responsible for any violation of any acceleration or alienation clause contained in any of the documents pertaining to this account, or existing in any other documents which relate to the encumbered property, even if Allied may have furnished information which facilitated any such violation.
14. Allied is under no obligation to give any notice of (i) any assumption or assignment, (ii) lapses of insurance, (iii) the payment of taxes, assessments or other encumbrances, (iv) condemnation proceedings, (v) the condition of any property described in the documents held by Allied, (vi) a default upon a junior or senior lien, (vii) a bankruptcy, or (viii) any other matter which may come to the attention of Allied. The giving of any such notice or notices by Allied shall not be deemed to be an assumption by Allied of any obligation to give subsequent notice or notices. If Allied is holding funds on behalf of the buyer, to pay annual taxes/insurance, it is the responsibility of the buyer to forward invoices by certified mail. Allied is hereby relieved of any and all liability due to a lapse in insurance or payment of taxes.
15. All interest computations are to be made on the basis of a 360-day year and a 30-day month, unless otherwise outlined in the documents herein. Payee and Payer shall have thirty (30) days to dispute the application of principal and/or interest computed by Allied. Any such dispute shall be submitted to Allied, in writing. If no dispute has occurred within thirty (30) days from the posting of a payment, the principal and interest computations made by Allied shall be deemed correct as to the payment posted. Nothing in this paragraph is intended to affect any legal remedies that Payee or Payer shall have against one another.
16. If a controversy shall arise between the Payee and Payer, or any third person, Allied may await the decision of such controversy by court of competent jurisdiction, or otherwise as Allied may deem appropriate, or Allied may institute an interpleader action or other action as Allied may deem appropriate. In any such event Allied shall not be liable for any interest or damages. In the event of any controversy, whether or not resulting in litigation, or in the event of an action instituted by or against Allied, Allied shall be entitled to reasonable attorney's fees and reimbursement of expenses and charges from Payee and/or Payer, whomever Allied or the court shall deem to be the appropriate party to pay such fees, expenses and charges.
17. Notwithstanding anything to the contrary herein contained, Allied shall have no duty to know of or determine the performance or nonperformance of any term or condition of any agreement between Payee and Payer, and the duties and responsibilities of Allied are limited to those specifically stated herein. Allied shall have no responsibility for the authenticity, validity, sufficiency or for the accuracy of any document deposited. The sole duty of Allied with respect to such documents is to hold and dispose of them as herein provided. In the event of a conflict or omission between the documents deposited and these instructions, these instructions shall control.
18. Payee and Payer agree to pay, to Allied, reasonable compensation for any incidental services not set forth in this agreement.
19. In the event of a conflict or controversy regarding this loan servicing, the parties hereby agree that Allied shall have the right at its discretion to place a lien on the funds, documents and other property in this Loan servicing account



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and any loan servicing account held by Allied, in which the party, Payee or Payer, obligated to pay such fees or expenses or to reimburse expenditures incurred by Allied, has an interest. Allied may deduct fees, expenses or amounts necessary to reimburse for expenditures incurred, by Allied, from any funds received from any source for the account of the Payee or Payer, whichever party is obligated to pay pursuant to the provisions hereof. Allied may refuse to accept any payment upon this Loan servicing account which is not accompanied by any fee, expense or sum necessary to reimburse for expenditures incurred.

20. Allied may increase fees from time to time by giving a 30-day written notice to Payee and Payer.
21. Allied may resign its duties in this loan servicing account by giving a 30-day written notice to Payee and Payer.
22. If a payment is not claimed on or before six (6) months from the date issued, the payment may be placed in an interest-bearing account by Allied and Allied may retain interest earned thereon as a fee for the continued handling of the payment or, at the discretion of Allied, may charge a reasonable fee for the continued handling of the payment and deduct such fee first from the interest earned upon the installment and then from the balance of the installment.
23. The words "Payee" and "Payer", as used in this agreement, shall include both the singular and the plural.
24. This agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
25. The undersigned Payee and Payer have read this Agreement and acknowledge that the terms of this Loan Servicing Agreement are satisfactory. Allied Loan Servicing is hereby relieved of all liability and obligations except for the receipt and disbursement of funds and documents as provided in this Agreement.

**Auto withdrawal and auto deposit available upon completion of the attached forms.**

Date: _____  <b>Payer/Buyer</b> <b>Signature:</b> _____  _____  Print Name: _____  _____  Address: _____ _____ _____ _____  Phone: _____  *email: _____  Tax ID: _____	Date: _____  <b>Payee/Seller</b> <b>Signature:</b> _____  _____  Print Name: _____  _____  Address: _____ _____ _____ _____  Phone: _____  *email: _____  Tax ID: _____
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\* Email address, if supplied, will be used for payment notification/receipts in lieu of paper notices.  
 Allied Loan Servicing, LLC is under no obligation to verify the validity of said email address.



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## IMPOUND ADDENDUM

TO: ALLIED LOAN SERVICING, LLC

Escrow No. \_\_\_\_\_

Loan Servicing No. \_\_\_\_\_

You are authorized and instructed to establish an impound account for payment of the Homeowner's Insurance and Taxes throughout the term of this account.

You are handed herewith a check in the amount of \$ \_\_\_\_\_, which represents 3 months reserves for the taxes and 3 months reserves for insurance. You are instructed to collect 1/12<sup>th</sup> of the annual tax and insurance payments each month and pay same on an annual basis.

THE UNDERSIGNED PARTIES ACKNOWLEDGE that Allied Loan Servicing, LLC will establish this impound account and pay the annual taxes and/or insurance as an ACCOMMODATION ONLY to the parties. The undersigned further acknowledges and agree to provide any information, i.e. billings, etc., they may receive directly to the Allied Loan Servicing, LLC for payment of same. Allied Loan Servicing, LLC is released from any liability or responsibility for any delinquencies created by the parties not forwarding bills and/or information to Allied Loan Servicing, LLC.

There will be an additional one-time charge of \$30.00 for set-up fee. There will also be a \$6.00 per month collection fee over and above the regular monthly fee which will be charged as set forth in Section 3 of the Loan Servicing Agreement.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED:

\_\_\_\_\_

\_\_\_\_\_



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## Auto Deposit Form

Loan Servicing No. \_\_\_\_\_

To be completed by the **Payee/Seller**.

I (We) hereby authorize Allied Loan Servicing, LLC, to initiate credit entries and, if necessary, adjustment entries to my (our)  checking or  savings account indicated below and I (we) further authorize the financial institution named below to accept such entries and credit the amount thereof to such account. This authority is to remain in full force and effect until Allied Loan Servicing, LLC, and the financial institution have received from me (or any other authorized signor on said account) notice to terminate in such time and manner as to afford Allied Loan Servicing, LLC, and the financial institution a reasonable opportunity to act upon it.

Bank Name \_\_\_\_\_ Account # \_\_\_\_\_

City, State \_\_\_\_\_ Bank Routing # \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**Payee/Seller Signature:** \_\_\_\_\_ **Payee/Seller Signature:** \_\_\_\_\_



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## Auto Debit Authorization

Loan Servicing No. \_\_\_\_\_

I (We) hereby authorize Allied Loan Servicing, LLC, to initiate debit entries and, if necessary, adjustment entries to my (our)  checking or  savings account indicated below and I (we) further authorize the financial institution named below to accept such entries and debit the amount thereof from such account. Debits will be taken on the business day prior to the date indicated below. This authority is to remain in full force and effect until Allied Loan Servicing, LLC, and the financial institution have received from me (or either of us) notice to terminate in such time and manner as to afford Allied Loan Servicing, LLC, and the financial institution a reasonable opportunity to act upon it.

**IF REJECTION IS MADE DUE TO NON-SUFFICIENT FUNDS, ALLIED LOAN SERVICING, LLC, WILL REQUIRE CERTIFIED FUNDS FOR THE REMAINDER OF YOUR LOAN. RETURNED CHECK FEES WILL APPLY.**

Bank Name _____	Monthly amount: \$ _____
City, State _____	Debit on: <input type="checkbox"/> 1 <sup>ST</sup> *OR* <input type="checkbox"/> 15 <sup>TH</sup> (PLEASE SPECIFY)
Account # _____	
Bank Routing # _____	

Date: \_\_\_\_\_

**Payer/Buyer Signature:** \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

email: \_\_\_\_\_

Tax ID: \_\_\_\_\_



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## LOAN SERVICING FEES

### Set-Up Fees:

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Straight Note & Deed of Trust	\$ 100.00
Impound Account	\$ 30.00
All-Inclusive Deed of Trust	\$ 125.00
Contract of Sale	\$ 100.00
All-Inclusive Contract of Sale	\$ 125.00
Lease Agreement	\$ 100.00
Miscellaneous Agreement	\$ 100.00

### Service Fees:

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Monthly	\$ 12.00
Quarterly	\$ 50.00
Semi-Annual	\$ 75.00
Annual	\$150.00
Additional Disbursements (per disbursement)	\$ 3.00
Late Notice (Requested by Payee)	\$ 15.00
Return Check Charge	\$ 30.00*
Document Storage Fee	\$100.00 (annually)

\*Other fees may apply, per the Loan Servicing Agreement

### Other Fees:

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Assignment/Transfer Fee	\$ 50.00
Cancellation/Closing Fee	\$100.00
Statement Fee	\$ 65.00

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	<b>5</b> Address (number, street, and apt. or suite no.)	
	Requester's name and address (optional)	
	<b>6</b> City, state, and ZIP code	
<b>7</b> List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>											
					-			-			
<b>or</b>											
<b>Employer identification number</b>											
					-						

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.