

## Mortgage+Care

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# MEDIATION AND ARBITRATION AGREEMENT BETWEEN

«f80»

And

«f5» «f6» «f7» «f8» «f10» «f11» «f12»

### Agreement to Resolve

It is hereby agreed that any Dispute arising out of this Agreement, or any other agreement with «f80» its assigns, agents or employees (together, "«f80»") concerning the loan, loan documents, disclosure, the relationship between the parties or their performances shall be resolved exclusively by the terms of this Agreement.

"Dispute" shall include:

1. Any claimed wrong doing, claim, cause of action, debt, liability, tort, statutory claim or contract claim.
2. Any claimed violation of state or federal laws, including, but not limited to, state and federal laws and regulations governing consumer credit, disclosure, civil rights, equal opportunity and settlement procedures.

"Dispute" shall not include:

Actions by «f80», agents, or its assigns, to judicially or non-judicially foreclose on the note and deed of trust (or any other Security Instrument) for the loan, to enjoin waste, to collect rents, interpleader actions or actions for a receiver, for unlawful detainer or relief from the automatic stay in bankruptcy.

### MEDIATION AND ARBITRATION OF DISPUTES:

If borrower(s) has a Dispute with «f80», such dispute shall be resolved by taking these steps in this order:

Step 1. Notice. Borrower(s) must give «f80» written notice that a Dispute may exist so that «f80» can look into and hopefully resolve the Dispute.

Step 2. Arbitration and Mandatory Mediation. If Step 1 has not resolved the matter to borrower(s) or «f80»'s satisfaction, the party wishing to pursue the matter shall initiate binding arbitration under the rules of the American Arbitration Association ("AAA"). The parties hereby stipulate to pre-arbitration mediation under the rules of AAA.

Arbitration shall be filed in and held at the office of the AAA nearest to the real property securing the loan. Discovery shall be at the discretion of the arbitrator(s). Each party shall bear their own arbitration costs and attorney's fees for mediation and arbitration of Disputes, regardless of what is said in any other agreement between borrower(s) and «f80». Judgment on the award may be entered in any court of competent jurisdiction.

**WAIVERS**

**BORROWER(S) AND «f80» HEREBY FREELY WAIVE THE RIGHT TO TRIAL BY JUDGE OR JURY, THE RIGHT TO APPEAL, PRETRIAL DISCOVERY AND APPLICATION OF THE RULES OF EVIDENCE.**

We Agree:

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«f5» «f6» «f7» - Borrower/Date

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«f10» «f11» «f12» - Borrower/Date

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«f450» - Borrower/Date

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«f451» - Borrower/Date

«f80»

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By: «f75», President/Date

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