

Mortgage + Care

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Please contact us at (800)481-2708 or www.mortcare.com for a list of mergeable documents.

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<<f81>>

<<f82>>, <<f83>>

BROKER-LENDER ESCROW INSTRUCTIONS

DATE: <<f3>>

<<f49>>

<<f47>>

<<f50>>, <<f51>>

Escrow Number: <<f48>>

Loan Number: <<f2>>

You have been designated settlement agent in the above-referenced loan transaction. Any and all corrections or modifications to these instructions or the accompanying documents are to be made only with the authorization of an employee of our company by contacting the above phone number. We enclose the following documents for you to have executed in your escrow:

- Promissory Note
- Deed of Trust (see Note 1)
- Notice of Right to Cancel (see Note 2)
- Notice of Non-Rescission (see Note 3)
- Agreement to Procure Lender
- Loan Agreement
- Federal Truth In Lending Disclosure
- Itemization of Prepaid Finance Charges
- Mortgage Loan Disclosure Statement
- Arbitration of Disputes
- Adjustable Rate Mortgage Loan Information Disclosure
- Borrower Application Certification
- Consumer Notices
- Good Faith Estimate
- Request for Notice
- Request for Notice of Delinquency
- Balloon Payment Disclosure
- Pro Rated Interest Disclosure
- _____
- _____
- _____

- _____
- _____
- _____

You are directed to provide a copy to each borrower of each document they signed immediately after signing. See Notes 2 and 3 on special copy requirements for loans subject to rescission rights under the Truth In Lending Act.

Note 1: If the deed of trust does not contain a legal description, you are directed to attach a legal description to the deed of trust. If a legal description is already on the face of the deed of trust or attached, you are directed to review it for accuracy prior to recordation.

Note 2: **IMPORTANT!** This transaction is subject to the Truth In Lending Act and the borrower has rescission rights. You are directed to do the following in completing the form titled "NOTICE TO CUSTOMERS REQUIRED BY FEDERAL LAW — NOTICE OF RIGHT TO CANCEL":

1. Under Section 1, "Your Right To Cancel," the underlined section must be completed with the date all of the documents are being signed.
2. Under Section 2, "How To Cancel," the underlined section must be completed with the date three business days after the documents have been signed. **DO NOT COUNT THE DAY THE DOCUMENTS ARE SIGNED.** For Truth In Lending purposes, all days are business days except Sunday and all Federal holidays.
3. Provide two copies of the Notice of Right To Cancel to **each** borrower.
4. It is a violation of the Truth In Lending Act to pre-date or pre-sign any documents in this transaction. Willfully violating the borrower's rights, even at the borrower's request, by pre-dating and/or pre-signing the documents could extend the borrower's right to cancel for a period of three years.
5. If it is unclear on how to complete this document, we recommend you contact us for further instructions.

Note 3: **IMPORTANT!** This transaction is subject to the Truth In Lending Act and the borrower has rescission rights. You are directed to do the following in completing the form titled "NOTICE AND ACKNOWLEDGMENT OF NON-RESCISSION":

1. This document is to be signed after the three-day right to cancel has expired and **cannot** be signed the same day as the loan documents are signed.
2. In the second box, the underlined section must be completed with the date **four** business days after the documents have been signed. **DO NOT COUNT THE DAY THE DOCUMENTS ARE SIGNED.** For Truth In Lending purposes, all days are business days except Sunday and all Federal holidays.
3. It is a violation of the Truth In Lending Act to pre-date or pre-sign any documents in this transaction. Willfully violating the borrower's rights, even at the borrower's request, by

pre-dating and/or pre-signing the documents could extend the borrower's right to cancel for a period of three years.

1. You may record the deed of trust and any related documents provided you can insure title is vested in the name of our trustors, with the deed of trust recorded in the «f65» position, subject only to the following items: ,

contained in your preliminary report dated , provided all of the requirements are met for the issuance of an mortgagee's title policy, with endorsements as follows: ,

in the amount of «f20». Items contained in your preliminary report have been eliminated as follows:

You are directed to inform us of any material changes in the title since the date of your report and if any Notice of Default is recorded on any deed of trust which will be senior to our deed of trust.

2. ALL SENIOR LIENS ARE TO BE CURRENT AT THE CLOSE OF ESCROW. This is to be verified by you prior to the close of escrow. Oral verification is acceptable.
3. All property taxes, including the current year which are due, are to be current at the close of escrow.
4. If checked, an assignment of deed of trust will be issued with the funding check or will follow shortly after the close of escrow. You are directed to ensure said assignment. You are directed to allow any necessary fees for title insurance, recording or any other fees which may be necessary to perfect the assignment.
5. We require that you obtain and provide evidence of fire and casualty insurance in an amount which provides for guaranteed replacement cost. If the borrower does not have a policy which provides for guaranteed replacement, we require that the amount of insurance be for the replacement cost of the structure or \$«f20». We require the loss payee clause be a 438 BFU endorsement and read as follows:

«f200»«f201»«f202»«f203»
C/O «f80»
«f81»
«f82», «f83»

6. You are directed to return all completed documents after execution for our review and approval. A certified copy of the executed deed of trust and other recordable documents is satisfactory should you wish to hold them for recording.
7. We require that you obtain a tax service contact if our loan is a first deed of trust or if any senior lien **does not** have an impound account for taxes.
8. We will net fund your escrow based on the estimated funding sheet attached.
9. After recording, you are directed to immediately forward a copy of the closing statement, title policy and recording data.

10. PLEASE NOTE: No other financing, secured or unsecured, except as provided herein (or by other written approval) is permitted in this transaction. You are directed to notify our office immediately if any attempt is made to include additional financing. The following financing is approved.
11. We are concerned about fraudulent activity or persons artificially inflating costs to borrowers in loan transactions. In order to protect consumers, the following procedure must be followed in conducting your escrow:
 - a. It is strictly forbidden for you to accept and pay demands from loan brokers or any other person or persons who do not have recorded interests in the real property without our specific written consent.
 - b. It is strictly forbidden for you to follow the directions of the borrower to direct the net proceeds to someone other than themselves without our specific written consent.
12. We are not to incur any expenses in connection with this escrow. These instructions are subject to amendment, substitution or revocation by the undersigned at any time prior to the close of escrow.

These instructions and the accompanying loan documents are not a loan commitment to fund the loan and other conditions not contained in these instructions may need to be met prior to closing the loan. These documents expire on and will have to be redrawn, at additional expense, after that date.

Miscellaneous instructions (if any):

«f5» «f6» «f7» - Borrower/Date

«f10» «f11» «f12» - Borrower/Date

«f38» - Lender(s)/Date

«f39» - Lender(s)/Date

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