

# CONTRACT COLLECTION INSTRUCTIONS

Evergreen Note Servicing

P.O. BOX 593

208 No. Meridian

Puyallup, WA 98371 (253)848-7600 Toll Free 1-866-358-NOTE

Account Number		Date		True Escrow?
<b>Holder/Seller/Payee</b>		<b>Maker/Buyer/Payor</b>		
Name		Name		
Name		Name		
Address		Address		
City-State		City-State		
Phone		Phone		
Social Security Number		Social Security Number		

Type of Document:		Document Date			
Principal Balance:		Prepayment	Amount	Ending Date	
Interest Start Date Interest Rate		Balloon	Amounts	Due Dates	
			% per annum		
1 <sup>st</sup> Payment Due Date		Due in Full	Date		
Payment Amount Payments per year	\$	Collection Fee	\$	Per Month	Percent of fee to be paid by buyer:
Late Charge Provision	Days Grace	Percent	Amount	\$	%

<b>Disbursement Instructions, please choose one by marking the appropriate box</b>			
<input type="checkbox"/> Electronic Deposit to:	<input type="checkbox"/> Mail Check to above address or:		
<input type="checkbox"/> Please attach a voided check			

**General Terms:**

**COLLECTION:**

Payor and Payee do hereby authorize Evergreen to collect and disburse payments to be received in accordance with the documents listed above between the Payor and Payee as listed above. The terms payor and payee shall hereinafter refer to the appropriate party as listed above.

A copy of this document has been provided by the Payee to Evergreen. Parties acknowledge that the specific terms as listed above constitute the complete agreement between the parties. Evergreen will not be responsible for the performance of any act or duty not expressly set forth in these contract collection instructions, including any act or duty, expressed or implied, arising out of the document deposited.

**RECEIPT OF PAYMENTS:**

Evergreen will accept and process payments from the Purchaser/Grantor and will provide the Seller with an Accounting. Evergreen Shall accept only full payments tendered regardless of the date received. If any check received by Evergreen is dishonored for any reason, Evergreen shall immediately notify Seller of such dishonor. Upon receipt of such notice, Seller shall promptly remit to Evergreen the full amount of such funds so disbursed by Evergreen.

**FEE:**

As consideration for the collection services, Evergreen shall receive an acceptance fee as listed above, and in addition, subject to any change from time to time in Evergreen's Schedule of Fees, Evergreen shall receive a collection fee as listed above, which is to be deducted from payments received by Evergreen pursuant to this Agreement. Evergreen Note Servicing reserves the right to charge the Purchaser and Seller additional service fees as may be required for special requests by the parties.

**INTEREST COMPUTATION:**

Unless instructed otherwise in this agreement, interest will be calculated using a 360 day, per annum factor. Payments will be applied first to interest, and remainder to principal. Seller must consent in writing to any change in the method of interest calculation. In case of forfeiture, payments will be applied in accordance with Seller's Notice of Intent to Forfeit. Evergreen will not be responsible for calculating interest at a default rate unless specific written instruction from Seller is received, and upon payment of Evergreen's charges for same.

**LIMITATION OF EVERGREEN'S RESPONSIBILITY:**

THIS IS NOT AN ESCROW. It is agreed that Evergreen shall perform bookkeeping services only and shall be responsible only for the exercise of ordinary care in performing the duties set forth herein, and shall be relieved from any further or additional liability beyond the proper crediting and transmittal of funds collected. Seller and Purchaser agree to indemnify and hold Evergreen harmless from and against all obligations and liabilities of every kind and nature suffered or incurred, and to pay on demand, all costs, damages, judgments, attorney fees, and expenses in connection with this contract collection account, except any liability founded on Evergreen's failure to exercise ordinary care in performing the duties contained herein.

**SELLER AND PURCHASER AGREE THAT EVERGREEN WILL NOT BE RESPONSIBLE FOR ANY OF THE FOLLOWING:**

1. To notify any party of non-payment or declaration of default, change of interest, or ownership, condemnation, or condition of any property; or any encumbrance; and any giving of such notice or notices by Evergreen shall not be deemed to be an assumption by Evergreen of any obligation as to the giving of any subsequent notice or notices.
2. To enforce any terms of the documents evidencing the Seller's transaction;
3. To pay for or notify any party regarding recording of documents, perfection of security interest, insurance premiums, taxes, or tax assessments or encumbrances;
4. For the determination of balances to third parties or overpayments to them where instructed to credit payments to persons other than the Seller;
5. To notify any party of balloon payments;
6. To interpret or refer to any documents deposited herewith;
7. Upon payment in full by Purchaser to secure any necessary documents relating to the fulfillment or reconveyance of any encumbrances on the subject property;
8. Obtaining, recording, or filing of any document related to the collection; or
9. Correctness, completeness, or legal sufficiency of any collection document.

**ASSIGNMENTS:**

Seller may assign its rights hereunder in any form satisfactory to Evergreen upon payment of Evergreen's charges and Evergreen's receipt of the written acceptance by the assignee of this Agreement. The determination of the legality of any assignments or authorizations and the effect of such upon this contract collection account shall be the sole responsibility of the Seller and the assignee. Upon notification to Evergreen of the death, divorce or the transfer of interest of the Seller, Evergreen requires satisfactory evidence establishing the authority of the legal representative, heir successor or transferee of the Seller within ninety (90) days. Written acceptance by the transferee of this Contract Collection Agreement must also be provided. If not so provided, all payments held shall be returned to the payor. Any assignment or transfer of ownership by Purchaser will result in the assessment to Purchaser of Evergreen's then customary charge for new account set-up.

**DISPUTES:**

If Evergreen receives or becomes aware of any conflicting demands or claims with respect to this collection agreement, or with respect to the rights of the Seller or any person making payments to the Seller, or with respect to any money or property deposited herein, or affected hereby, Evergreen shall have the right to discontinue any and all acts under this contract until the conflict is resolved to the satisfaction of Evergreen.

Evergreen shall have the right, but not the obligation, to commence or defend any action or proceedings for determination of any conflict. The Seller and Purchaser agree to pay all costs, damages, judgments, and expenses, including a reasonable attorney fee sustained by Evergreen in connection with or arising out of this agreement, including by not limited to any interpleader action brought by Evergreen. In the event Evergreen files a suit in interpleader, Evergreen, by that act, shall be fully released and discharged from all other obligations imposed by this agreement.

**AMENDMENTS:**

All amendments or supplemental provisions to this contract shall be in writing and signed by all parties.

**GENERAL:**

This agreement shall be governed by and interpreted in accordance with the laws of the State of Washington. The venue of any action brought to interpret or enforce any provision of this agreement shall be laid in the County of Pierce, State of Washington.

**AGREEMENT APPROVED AND ACCEPTED:**

**PURCHASER:**

**SELLER:**

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**PLEASE CHECK THE APPROPRIATE BOX:**

- This transaction was for the purchase of a personal residence.
- This transaction was for the purchase of other than a personal residence.

Accepted by:

\_\_\_\_\_  
Phil Dryden, Evergreen Note Servicing, Manager