



# Mills Escrow Company

El Paso's Loan Servicing Company  
6501 Boeing Drive, Suite H-4 • El Paso, TX 79925  
Telephone (915) 771-8006 • Facsimile (915) 771-8233  
www.millsescrow.com

## Loan Servicing Instructions

### Documents Needed for Account Set Up

- \_\_\_ Copy of Note
- \_\_\_ Copy of Deed of Trust, Warranty Deed, Transfer of Lien, Assumption, etc.
- \_\_\_ Copy of Closing Statements (Buyer & Seller)
- \_\_\_ Check for Set-Up Fee
- \_\_\_ Check for Escrow Funds, if applicable
  - \_\_\_ Copy of Tax Certificate
  - \_\_\_ Copy of Insurance Policy
- \_\_\_ W-9 & Fee Schedule (Signed by Lender & Borrower)

Who pays the monthly service fee? \_\_\_ Lender \_\_\_ Borrower \_\_\_ Split

### Borrower Information

Name(s): \_\_\_\_\_

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

SSN: \_\_\_\_\_ Home Phone #: \_\_\_\_\_

Email address: \_\_\_\_\_ Cell Phone #: \_\_\_\_\_

### Lender Information

Name(s): \_\_\_\_\_

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

SSN: \_\_\_\_\_ Home Phone #: \_\_\_\_\_

Email address: \_\_\_\_\_ Cell Phone #: \_\_\_\_\_

**Delinquency Service**

Demand Letter: starting at \$100, charged to borrower for each notice

\_\_\_ Demand sent at end of grace period (if no grace, notice at \_\_\_ days)

\_\_\_ Demand at 30 days      \_\_\_ Demand at \_\_\_ days

Acceleration: fees start at \$300, charged to borrower

\_\_\_ Land to be accelerated/foreclosed by Mills Escrow Company

\_\_\_ Refer account to Mills Escrow’s corporate attorney for acceleration/foreclosure

\_\_\_ Refer account to attorney of lender’s choice for acceleration/foreclosure

Attorney’s Name and Contact Information: \_\_\_\_\_

Lender will be responsible for all attorney’s fees, unpaid delinquent service charges, and uncollected funds. Charges can be collected from other funds due to lender.

**Lender Disbursement**

\_\_\_ Funds mailed to lender via check

\_\_\_ Funds direct deposited into lender’s bank account (please complete attached ACH form)

\_\_\_ Funds to Third Party (please provide Third Party information)

**Loan Servicing Agreement**

1. Complete accounting of your records will be kept with a history beginning at the time your Note is serviced by Mills Escrow Company.
2. Borrowers and Lenders will receive an annual interest statement.
3. Collect monthly escrow to pay tax and/or insurance? \_\_\_ Yes \_\_\_ No
4. Are there any other liens on the property? \_\_\_ Yes \_\_\_ No (if yes, please provide documents)
5. Special/Other instructions: \_\_\_\_\_

**The Terms and Conditions Governing Escrow and Mills Escrow Fee Schedule attached become a part of this agreement.**

## TERMS AND CONDITIONS GOVERNING ESCROW

Mills Escrow Company agrees to act as Escrow Agent for the parties pursuant to this Escrow Agreement. In accepting this Escrow and designating Mills Escrow Company as Escrow Agent, the parties mutually agree to the following terms and conditions:

1. The duties and responsibilities of Mills Escrow are limited to those expressly set forth in this Agreement. No party shall have the right to change or modify this Escrow Agreement (except the Payee under the contract or note may change where their payment is disbursed by written notice to Mills Escrow) unless such change or modification is in writing, executed by all parties to the Escrow Agreement.
2. Mills Escrow shall not be responsible or liable for the sufficiency, accuracy, or correctness of the form, manner of execution, execution, or validity of any paper, instrument or document deposited hereunder, or any description of property or other thing therein. Mills Escrow shall not be liable in any respect on account of the identity, authority, or rights of the persons executing or delivering or purporting to execute or deliver any paper, instrument or document. In addition, it is agreed and understood by the parties hereto that Mills Escrow will not be called upon to construe any contract or instrument deposited herewith.
3. All of the undersigned parties to this Agreement hereby jointly and severally promise and agree to indemnify and hold harmless Mills Escrow from and against all costs, damages, judgments, attorney's fees, expenses, obligations and liabilities of any kind which Mills Escrow may incur or suffer in connection with or arising out of this Escrow, except such as may be caused by Mills Escrow's gross negligence. Mills Escrow is hereby given a lien and a contractual right to set off upon and against all rights, titles and interest of each of the undersigned in all escrowed money, property, paper, instruments, documents and all monies arising therefrom to protect Mills Escrow's rights to indemnification and reimbursement under this Agreement. This right to set off may be exercised at Mills Escrow's sole option without notice to the parties hereto or any party interested in this Escrow.
4. In the event any conflict or controversy arises concerning this Escrow or any conflicting demands are made upon Mills Escrow arising out of or relating to this Escrow, the parties hereto expressly agree and consent that Mills Escrow shall have the absolute right at its sole option, to either (a) withhold all money, property, paper instruments or documents deposited herewith and stop all further proceedings in, and performance of this Escrow until a mutual agreement has been reached between all parties hereto, or (b) file suit in interpleader to cause the parties to interplead and litigate in such court their several claims and rights amongst themselves. In the event Mills Escrow files an interpleader suit, or in the event any party interested in the Escrow Agreement files an action against Mills Escrow, Mills Escrow shall be fully released and discharged from all obligations imposed upon it in this Escrow Agreement. In the event a suit is brought by or against Mills Escrow, the parties to this Escrow jointly and severally agree to pay Mills Escrow all costs, expenses and reasonable attorney's fees which it may expend or incur in such action.
5. As a controlling part of the consideration for the acceptance of this Escrow, it is agreed that Mills Escrow shall not be liable for any of its acts or omissions done in good faith, nor shall it be liable for any claims, demands, losses or damages made, claimed or suffered by any party to this Escrow, excepting such as may arise through or be caused by Mills Escrow's gross negligence.
6. Mills Escrow has the right to change its fees from time to time.
7. Mills Escrow may recover from Purchaser all collection costs and expenses as allowed by Purchasers loan documents.
8. Mills Escrow shall be entitled to recover all reasonable fees incurred in responding to any writ or levy served upon it, which fees may be satisfied out of the monies due the party whose interest in the Escrow has been garnished, levied upon or otherwise attached.
9. In consideration of Mills Escrow remitting payments without waiting for checks or drafts to be honored by the institution upon which they are drawn, the Seller agrees to hold Mills Escrow harmless from any loss sustained by reason of the dishonoring of said checks or drafts. In the event any check or draft is dishonored by the institution upon which it is drawn, and Mills Escrow has remitted such payments as directed herein, Seller shall return such payments to Mills Escrow within five (5) days from the date requested by Mills Escrow.
10. Mills Escrow may resign from its duties as Escrow Agent by giving the parties sixty (60) days written notice. Mills Escrow has the right to assign its duties as escrow agent.
11. This Agreement shall be binding on all parties hereto, their heirs, legal representatives, successors and assigns.

**FEE SCHEDULE BELOW IS SUBJECT TO CHANGE WITHOUT NOTICE:**

**SET UP FEES:**

Minimum \$75.00

**CLOSE OUT FEES:**

At time of Close out \$75.00

**SERVICING FEE:**

Monthly per posting \$12.50

**OTHER (Borrower) FEES:**

Assignment/Assumption Fee \$250.00

(Subject to approval by Seller. Additional principal may be required)

Loan History \$ 5.00

Amortization Schedule \$ 10.00

Return Check Fee \$ 35.00

Research/Duplication Fee – Minimum \$ 5.00

Demand Notice Fee \$100.00

Acceleration Notice Fee \$300.00

**Foreclosure Fee \$450.00**

**\*OTHER FEES MAY APPLY**

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Lender

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Lender

## Mills Escrow Fee Schedule

### ACCOUNT SET UP FEES:

Per Note	75.00
Escrow Only	35.00

### SERVICING FEES:

Regular Note	12.50	per month
Wraparound	12.50	per month
Escrow Accounts	10.00	per month

### OTHER FEES:

Copy - First Page	5.00		
Each Additional Page	1.00		
Faxes	2.00	1st pg/.50 ea add.	Sending
	1.00		Receiving
	5.00	1st pg/1.00 ea add.	Long Distance
Pay History	5.00		
Duplicate Coupon Book	10.00		
Duplicate 1098/1099	5.00		
Returned Check/Draft Rejection	35.00		
Demand Notice	100.00		
Acceleration/Reinstatement Fee	300.00		
Amortization	10.00		
Manual Adjustment Fee	25.00		
Reissue Check	30.00		
Stop Pay	35.00		
Research	35.00	per hour	
Payoff/Verification of Mortgage	30.00		
Reconveyance/Payoff	150.00		
Storage Retrieval	30.00		
Foreclosure (El Paso)	450.00	800.00	Outside El Paso
FED	200.00		plus hard costs
Writ Of Possession	200.00		plus hard costs
Rush Fees	150.00		per hour
Document Package	275.00		
Redraft	150.00		
Assumption Package	275.00		
Backup Withholding	50.00		recurring failure to provide W9

Fees for services not included in this schedule will be charged at the minimum rate of \$50.00 per employee hour. All fees are collected in advance of services performed. All fees quoted herein are subject to change without notice. Mills Escrow may deduct from any installment such services not paid. This may result in a lesser amount applied to the P&I or Escrow balance.

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lender

\_\_\_\_\_  
Date