## Iron Oak Home loans, Inc. LOAN SERVICING AGREEMENT

Loan #:		
Borrower:		
Property:		
Investor:		

This Loan Servicing Agreement (the "Agreement") is dated February 8, 2017 and is between Iron Oak Home Loans, Inc. (IOHL), 9260 Alcosta Blvd. C-16, San Ramon, Ca. 94583, Phone No. 925-803-2461, Fax No. 925-803-2472, (Servicer") Licensed by the State of California as a Real; Estate Broker, License No. 01299684 and the Investor or Investors whose signatures appear below and in counterparts to this Agreement (together, the "Investor"). If the loan is owned by multiple Investors, the Investors who own more than 50% of the loan are called the "Majority" in this Agreement. The parties agree as follow:

- Scope: Investor retains Servicer, (IOHL), as Investor's agent to employ commercially reasonable and prudent practices to collect all scheduled payments, including payoffs, on the Loan identified above (the "Loan"), including the protection of the security for the Loan. Servicer shall consult with and follow instructions from the Investor on non-routine matters. If the Loan is owned by multiple Investors (a "Multi-Investor Loan"), Servicer shall consult with all Investors but shall only follow instructions from the Majority.
- 2. Terms and Termination: This Agreement shall commence when all necessary documents to service the Loan are received by "Servicer" or the date set forth below, whichever is later. It shall terminate when any of these events occur: (a) payment in full of the Loan and reconveyance of the deed(s) of trust securing the Loan, (b) 30 days written notice by Servicer to Investor or (c) unless Paragraph 7 checked, the recordation of a trustee's deed, following a foreclosure of the Loan. Prior to the effectiveness of any termination, Servicer shall deliver to Investor all of Investor's funds, an appropriate accounting and all necessary documentation. At termination, Investor shall immediately reimburse Servicer for any outstanding advances made pursuant to paragraph 4.

- 3. Specific Loan Servicing Function: Servicer shall: (a) issue payment coupons to the borrower directing Loan repayment to Servicer, (b) at the direction and authorization of the Investor/Beneficiaries issue payoff demands, beneficiary statements and mortgage ratings, (c) demand, receive and collect all Loan payments including payoffs, deposit them by the next business day into Servicer's Trust Account and pay them to the Investor within 20 days of receipt, (d) issue annual income statements to the borrower and Investor, (e) answer borrower inquiries, demands and requests, (f) grant appropriate payment deferrals, but not of the maturity of the Loan unless approved by Investor or the Majority in the case of a Multi-Investor Loan, (g) monitor the continued effectiveness and claims on any property insurance listed in the Loan escrow instructions, (h) request and receive notices of default on senior liens, (i) receive notices of property tax delinquencies, should a tax service be ordered through escrow or subsequently, (j) to execute and deliver on Investors behalf and in Investors' name any documents necessary or convenient for the exercise of any rights or duties which Investor may have under the Deed of Trust, including but not limited to Substitution of Trustee, request full or partial reconveyance, payoff demands, beneficiary statements, declarations and notices of default, bidding authorizations and other instructions to the Trustee (appointed or substituted) of the Deed of Trust, (k) to endorse to Servicer's Trust Account any checks or money orders payable to Investor and deposit them by the next business day into Servicer's Trust Account, (I) with the consent of Investor or the Majority, as the case may be, initiate and direct judicial or non-judicial foreclosure of the Loan as Investor or the Majority deem appropriate and with such consent communicate to the trustee or sheriff the amount of any credit bid. Investor also agrees and authorizes Servicer to employ any outside services such as, but not limited to appraisers, attorneys and foreclosure companies to further evaluate and protect Investors' interest in Note and Deed of Trust, all subject to reimbursement upon demand or prior collection of funds to pay for said outside services, including any services provided by Servicer which is not under the scope of this agreement, including but not limited to a trustees fee in a foreclosure action. Servicer shall promptly communicate to Investor any material information about collection of the Loan and the source of non-borrower Loan payments. Servicer may produce a copy of the agreement as evidence of its authority.
- 4. <u>Protective Advances</u>: Investor or Servicer shall make such advances as approved by the Majority or if Investor is the only owner of the Loan, such advances that are necessary and prudent to protect and collect Investor's interest in the Loan. Servicer, at the Investor's discretion, may advance its own funds to protect the security of Investor's Loan, including advances to cure senior liens, property insurance, foreclosure expenses, repair,

advertising, litigation expenses and similar items, but not Loan payments. Servicer shall be reimbursed such advances, with interest, at the Loan rate, from the Borrower via the next loan payment or delinquency cure. To secure Servicer's advances, Investor hereby irrevocably assigns to Servicer, to the extent of advances owed to Servicer, the first Loan payments received after an advance is made. Should a Notice of Default be filed and proceed to Trustee's sale, advances made by the Servicer shall be reimbursed upon; sale of the property at said Trustee's sale and be included in any payoff demand or sale bid.

- 5. <u>Loan Documents</u>: Servicer shall retain custody as agent for Investor of the original Note and Deed of Trust for the Loan.
- 6. Compensation: For the loan serviced under this agreement, Investor shall be paid 9.25% of principal loan balance annually, paid in monthly installments. Investor will also receive 50% of the late charges, 50% of all default interest and 50% of all prepayment penalties paid. For its' services, Servicer shall be paid a servicing fee equal to .50% of the original principle loan balance annually, payable monthly. Servicer shall be paid all fees for beneficiary statement and demands; 100% of wiring fees, advancing, overnight charges, NSF fees, reconveyance fees, demand fees, loan modification/extension preparation fees on expired loans and any other fees earned by Servicer and all bankruptcy administration fees. Servicer's compensation is subject to change upon 30 days written notice to Investor. Investor may avoid changes by terminating the Agreement in writing within the 30 day period.
- 7. Real Estate Owned: [ ] If this box is checked, Servicer is also Investor's agent to liquidate any real estate acquired by Investor in foreclosure of the Loan (the "Property"). Servicer's pre-foreclosure servicing fee shall continue as if the Loan was unpaid. An additional contract shall be signed at that time outlining terms and fees of retaining IOHL to manage the real estate. Servicer shall: (a) arrange appropriate Property insurance, (b) manage the Property, including arranging maintenance, tenant relations, repair and security, (c) arrange for valuation and resale of the Property, including hiring a realtor or broker, at customary commission rates, to list, show and sell the Property, (d) accept reasonable purchase offers on the Property, at the price and terms approved by Investor (or Majority on a Multi-Investor Loan) and execute all necessary and appropriate documentation to carry out the sale. Advances by Investor or Servicer are subject to the terms of paragraph 4.
- 8. Investor further understands and agrees that the security for any Note and Deed of Trust is directly related to the equity in the security real estate as

shown in the Investor/Lender Disclosure Statement and THAT NO WARRANTIES ARE IMPLIED OR EXPRESSED. Investor understands that the value or salability of real estate can change at any time and therefore, that equity in the security real estate can increase or decrease. Investor hereby releases Servicer from any liability whatsoever in connection with the determination of the security real estate.

- 9. Investor further understands and agrees that if the Loan has been previously serviced by another servicing agent or by the Lender/Investor, Servicer shall rely on all information transmitted to the Servicer from former servicer of Lender/Investor. Servicer does not have a duty to Investor to research any information given to Servicer as to the correctness of such information.
- 10. Investor hereby indemnifies Servicer from any and all liability, including attorney's fees and costs incurred in defending a legal action naming Servicer as defendant, which might arise during the course of or subsequent to Servicer's execution of its duties hereunder, including but not limited to being named as defendant based on former servicer's actions unless said liability arises due to company's own negligence or mistake as determined by a court of competent actions jurisdiction. Additionally, Investor holds Servicer harmless against any losses caused by fire or other hazards on non-insured properties if said property was uninsured prior to receipt of file from former servicer (on takeover files) or escrow holder (on new closings) and within 60 days of receipt of complete file information to Servicer. Additionally, Investor holds Servicer harmless against any losses caused by Notices of Defaults and/or Notices of Trustees Sale recorded against the property if said Notice was recorded prior to receipt of complete file information from former Servicer (on takeover files) or escrow holder (on new closings) and within 60 days of receipt of complete file information to Servicer.
- 11. Investor agrees that should a tax service not be ordered through originating loan broker or requested through Servicer in writing, Investor holds Servicer harmless from any losses incurred by Investor should tax default occur.
- 12. Investor agrees that Servicer is not responsible for monitoring underlying lien(s) unless specific delinquency notice from underlying lien(s) has been received by Servicer.

- 13. <u>Arbitration</u>: All disputes between the parties and/or the borrower and their respective officers, directors, agents, employees, and assignees arising out of this Agreement or relating to the Loan, including the arranging and servicing of the Loan and any services in connection with the Property acquired, shall be determined by binding arbitration under the applicable rules of the American Arbitration Association. Judgment on the arbitrator's award may be entered in any court having jurisdiction. Lender acknowledges that by agreeing to arbitration, Investor is waiving Investor's right to have the dispute litigated in a court or jury trial, with rights of discovery and application of the rules of evidence and appeal.
- 14. This Agreement shall bind and insure to the benefit of all the heirs, executors, administrators, successors and assigns of the parties.

The undersigned "Investor" understands that a portion of said servicing fee(s) might be paid to outside parties who may, or may not, provide referral, finder or other services. Such persons may include, but are not limited to, individuals or corporations licensed by the Department of Real Estate or by other governmental or regulatory entities.

Dated:	 	 
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Investor:	 	 
Investor:		