**WITHHOLD AGREEMENT**

In consideration of loan of funds, in the amount of **$****<Ln. Amount>** (“Subject Loan”) from Citadel Servicing Corporation (“CSC”) to **<Borrower Name>** (“Borrower”), and in consideration of ensuring **<Subject Property Address>** (“Subject Property”) shall serve as sufficient collateral to secure the Subject Loan, Borrower and CSC (“CSC”) hereby agree that funds are to be withheld from the Subject Loan, in the amount of **$<Withhold + Re-Inspec.>** (“Withhold Amount”), which is the combined total of the actual withhold amount plus a $200.00 Re-Inspection Fee, to be held by **<Escrow/Title>** the (“Escrow/Title Company”) handling the closing of the Subject Loan **<Ln. #>**  (“Escrow”), or in the alternative by CSC’s in its Trust Fund Account (“CSC Trust Account”), until such time as CSC has received, reviewed and approved the final inspection report (“Form 442” or “Inspection Report”) including photographs to confirm any and all rehabilitative and/or corrective work denoted on the original appraisal report or home inspection submitted with Borrower’s loan application (“Corrective Work”) has been completed. The Inspection Report must be completed by a licensed appraiser or another source designated by CSC at its sole discretion. Said Inspection Report must confirm that all Corrective Work has been done in a workman like manner and finalizes the support for the value of Subject Property as determined in the original report. The Corrective Work must be completed within Thirty (30) calendar days of closing. The fee for the above referenced inspection report will be paid by borrower or deducted from proceeds being held prior to disbursement.

Borrower warrants that no work, other than Corrective Work (“Non-Corrective Work”), will be performed to the Subject Property, until such Corrective Work has been completed, and the Withhold Amount has been released to the Borrower. Borrower acknowledges and agrees, that in the event of any Non-Corrective Work performed to the Subject Property, prior to the completion of Corrective Work, that such event shall be considered a material misrepresentation on the part of the Borrower and CSC shall have the right to foreclose upon the Subject Property pursuant to paragraphs 8 and 22 of the deed of trust which secures Borrower’s performance under the terms of the Subject Loan.

Borrower agrees that neither Escrow nor CSC, shall release the Withhold Amount until such time as written approval is obtained from CSC. Borrower also agrees that if after Thirty (30) days, CSC has not received the required Inspection Report, verifying the Corrective Work has been completed, the Withhold Funds shall immediately be released to CSC and applied towards principal reduction of the Subject Loan.

Agreed this       day of       2018.

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**<Borrower Name> <Borrower Name>**

Borrower Borrower

X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Terrie Hagerty**

Executive Vice President