



LOAN SERVICE INSTRUCTIONS
Weststar Pacific Mortgage

This is authorization to establish a Loan Service Account. We agree to the standard fees charged on this account. We herewith deposit with you the following and instruct you to disburse as herein directed.

ACCOUNT INFORMATION

Interest Rate 10.5%

Periodic Calculation Method required (P or D - refer to checklist for description)

April 7, 2023 Interest Start date

Payment June 1, 2023 1st Due Date

April 1, 2026 Balloon Date (Due in full)

N Underlying Lien (Y/N) *** PLEASE FILL IN SECTION BELOW

APN or Parcel required if real property: 137-25-034, and 137-25-034 4

orrower Who pays monthly service fees (B-Payor; S-Payee; SP-Split – refer to fee schedule)

\$1,487.50	Principal and Interest (or Lease) Amount (per payment)
0.00	Impound Amount (per pmnt – if to be impounded by Weststar)
13.00	Monthly Payor Fee Estimate (subject to update by WPM)
0.00	Wrap-around (Underlying) Lien Amount (if applicable)
\$1,500.50	TOTAL ESTIMATED PAYMENT AMOUNT

Impound Collection X_{N/A}

Taxes Insurance HOA

Please note: Weststar collects and pays taxes and insurance in-house therefore we do not use a taxservice.

Insurance Policy or Binder #

Address for Insurance Underwriter required (cannot be agent unless commercial property)

Home Owner's Association Account #

Late Charge 10 % Late Fee If not paid: Add to Balance Reject Pmnt
(check one) XX Accrue in a separate field

0 # of days allowed

N Are there other late provisions such as \$ per day etc. (Y/N)

Y Automatic Late Notice @ 15 days (Y/N) **additional Payor fee

***Payor Initials: 

*** Beneficiary Initials: 

***Payor Initials: 

*** Beneficiary Initials: 

CONTACT INFORMATION

Payor(s)

1st Payor Name : Aetos Investments LLC, an Arizona Limited Liability Company

Address: 2748 E Hale St

City : Mesa State : AZ Zip: 85213

SS# or TIN required : 600-89-5403

Birthdate required: 02/06/1971
XX/XX/XXXX

Phone Work: NA Phone Cell: 480.249.4622 Phone Home: 480.249.4622

Primary email address : nbrokalakis@yahoo.com

Lien Holder(s)

Beneficiary Name: Thomas & Hanne Farrar

Address : 2028 E Gondola Lane

City, State Zip : Gilbert, AZ 85234

Phone: 602-292-2954

Primary SS# or TIN required: XXX

Birthdate required: **Error! Reference source not found.**

Primary email address : jrosebrough@loanatik.com

2nd Payee Name:

Address :

City : State : Zip:

Primary SS# or TIN required :

Birthdate required:

Phone :

Primary email address :

*****Payor Initials:** 

***** Beneficiary Initials:** 

*****Payor Initials:** 

***** Beneficiary Initials:** 

Underlying Lien Information (if applicable)

Lien Holder Name: Thomas & Hanne Farrar

Address Required: 2028 E Gondola Lane, Gilbert, AZ 85234

City : _____ State : _____ Zip: _____

Phone: _____ Acct/Loan # : NONE

Next payment due: June 1, 2023

Full Payment Amount: \$ _____

Are taxes and Insurance included in this loan? N

Ownership Description

Required

☒ Residential ☐ Commercial Property ☐ Vacant Land

SPECIAL INSTRUCTIONS

The Servicing Agent is hereby instructed:

1. To request and await written direction from Lenders as to how to apply any default and/or prepaid principal, interest or fees among Lenders; and
2. To have Lender review any payoff or demand request prior to providing requested information to borrower or any other party; and
3. To notice lender in the event of an impound shortage for property taxes or insurance; and
4. Principal ownership percentages are as stated in the promissory note; and
5. The Note does not entitle the Borrower to a grace period for payments (the payment is due on the first day of every month with a late fee of 10% assessed on the second day of the month). Servicing Agent is to bill the Borrower for the late fee instructing the Borrower that the late fee is to be paid with the next monthly payment; and
6. To not charge interest on any past due interest as allowed for under the Note unless instructed to do so by the lender in writing; and
7. Servicing Agent is authorized to speak to and accept instructions from Corey Schwartz, James Rosebrough and/or Loanatik, LLC as if those instructions were given by the undersigned lenders and/or assigns.
8. Servicing Agent is hereby instructed to accept and disburse any and all funds received from or on behalf of any borrower regardless of the status of the loan including, but, not limited to, when the loan is in default, has matured or is in collections or foreclosure.

I agree to be bound by these additional instructions attached to the Account Servicing Agreement.

***Payor Initials: 

*** Beneficiary Initials: 

***Payor Initials: _____

*** Beneficiary Initials: 

TERMS AND CONDITIONS GOVERNING LOAN SERVICING FOR ALL PARTIES

Weststar Pacific Mortgage agrees to act as a Loan Servicing Agent for the parties pursuant to this Loan Servicing Agreement. In accepting this Loan Service and designating Weststar as Loan Servicing Agent, the parties hereto mutually agree to this instruction sheet and the following terms and conditions.

1. The duties and responsibilities of Weststar are limited to those expressly set forth in this Agreement. All payments are subject to acceptance by the lien holder and clear funds.
2. Weststar shall not be responsible or liable: (i) 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, (ii) the identity, authority, or rights of the persons executing or delivering, or purporting to execute or deliver any paper instrument or document. Further, the parties hereto acknowledge and agree that Weststar shall not be called upon to construe any contract or instrument deposited herewith.
3. In accordance with Weststar's published fee schedule and servicing instructions, the servicing fees due are to be paid by the parties designated. Weststar shall have the right to change its fees from time to time. **Please note** fees shall continue to accrue until the account is formally closed and all fees then due have been paid. Weststar may refer the fee balance due to attorney for collection. The parties hereto agree to pay for all legal services associated with collecting that balance.
4. If a payment is more than 15 days past due (or as may be otherwise directed), and the parties have instructed Weststar to send a past due reminder notice, Weststar shall send the reminder notice and the Purchaser/Payer shall pay the fee for the service, in accordance with the fee schedule then in effect.
5. Weststar shall be authorized to electronically deposit and/or draft proceeds from the collection account, if that service has been requested. This service shall be provided as a convenience and Weststar shall have no responsibility if the receiving party: (i) fails to make deposits; or, (ii) makes a credit to another account. Weststar shall not be responsible for the bank's charges relating to the deposit/draft. Weststar's obligation shall be expressly limited to the prompt deposit and/or drafting of funds, as available. If a party receives money or a deposit that is not due them, they shall immediately notify Weststar.
6. If Weststar remits a payment without waiting for checks or drafts to be honored by the institution upon which they are drawn, the Payee agrees to hold Weststar 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 Weststar has remitted such payments, Payee shall return such payments to Weststar within five (5) business days from the date requested by Weststar.
7. If a release of any lien described in the Loan Documents is not provided to Weststar when the account is setup, the party who is obligated to provide the release shall provide the release upon request by Weststar. If the release is not provided when requested, Weststar may hold final funds until the release is provided.
8. Weststar shall have the right to resign as loan servicing agent by giving the parties thirty (30) days written notice. Weststar shall also have the right to assign its duties as loan servicing agent to other licensed individuals or entities upon thirty (30) days' notice.
9. In the event fees that are due are not paid and the non-paying party voluntarily or involuntarily loses his rights to the property through a deed-in-lieu, non-judicial foreclosure, judicial foreclosure or otherwise, the other party or parties hereto agree to collect and forward all fees due Weststar prior to or immediately after the transfer of title.
10. As a material consideration for Weststar's acceptance to act as the loan servicing agent, it is agreed that Weststar 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 Agreement, excepting such as may arise through or be caused by Weststar's gross negligence. Each of the parties to this Agreement agree to indemnify Weststar and hold Weststar harmless from all costs, damages, judgments, attorney's fees, expenses, obligations and liabilities of any kind which Weststar may incur or suffer in connection with or arising out of the services provided hereunder, except such as may be caused by Weststar's gross negligence. Weststar is hereby given a lien and a contractual right to set off upon and against all rights and interest of each of the undersigned to all interests in any property, paper, instruments, documents and all monies arising there from to protect Weststar's rights to indemnification and reimbursement under this Agreement. The right to set off may be exercised at Weststar's sole discretion, without notice to the parties hereto or any party who may have an interest.
11. In the event any conflict or controversy arises concerning any act or failure to act by Weststar or Weststar receiving conflicting demands for any act or failure to act, the parties hereto expressly agree and consent that Weststar shall have the absolute right, in its sole discretion, to either (a) withhold all money, property, paper instruments or documents deposited herewith and stop all further proceedings in, and performance of this loan servicing until a mutual agreement has been reached between all parties hereto, or (b) file suit in interpleader to have the court decide the dispute. In the event Weststar files an interpleader suit, or in the event any party interested in the Loan Servicing Agreement files an action against Weststar, Weststar shall be fully released and discharged from all obligations imposed upon it in this Agreement, except for claims arising from Weststar's gross negligence. In the event a suit is brought by or against Weststar, the parties to this loan servicing agreement jointly and severally agree to pay Weststar all costs, expenses and reasonable attorney's fees which it may expend or incur in such action.
12. Weststar shall be entitled to recover its reasonable attorney fees incurred in the enforcement of any provision of this Agreement, including but not limited to fees incurred in the collection of any money that may be due Weststar pursuant to the terms of this Agreement, whether or not a lawsuit is filed. Further, Weststar shall be entitled to recover its reasonable attorney's fees incurred in responding to any writ or levy served upon it, which attorney's fees may be satisfied out of the monies due to the party whose interest has been garnished, levied upon or otherwise attached.

13. Weststar shall have the absolute right, in its sole discretion, to update this Agreement with proper notice to all parties. This agreement shall be binding on all parties hereto, their heirs, legal representatives, successors and assigns.
14. Weststar Pacific Mortgage is complying with the "Know Your Customer" and Anti-Money Laundering requirements of the US Patriot Act. Weststar has implemented appropriate due diligence and risk management procedures and will service only those accounts which meet these requirements.

***Payor Initials: JS

***Beneficiary Initials:

***Payor Initials:

***Beneficiary Initials:

FEE SCHEDULE BELOW IS SUBJECT TO CHANGE

Setup Fee without Impounds (Per Balance Collected)	\$125.00
Setup Fee with Impounds (Per Balance Collected)	\$150.00
Transaction/Servicing Fee with one ACH direct deposit	
Monthly	\$13.00
Quarterly	\$39.00
Semi-Annual	\$78.00
Annual	\$156.00
Additional Disbursement by check	\$5.00 per month per add'l ck (payee fee)
Receipt by Paper	\$5.00 per month per receipt
Collection for Taxes and/or insurance	add'l \$6.00 per month
Disbursement from the impound account	\$8.00 per disbursement
Assignment or Assumption Fee	\$100.00
Bereavement Transfer	\$50.00
Partial Release	\$100.00
Verifications	\$25.00
Holding Documents/Dormant accounts	\$156.00 per year
Close Out (Withdrawal & Affidavits)	\$150.00
Close Out on Payoff	\$125.00
Bring-Current Statement	\$40.00
Payoff Statement	\$100.00
Payoff Statement Update	\$40.00 (if pmnt recd/new statement req.)
Recording Fee	Actual Charge
Modification and Addendums	\$100.00
Late Reminder/Delinquency Notice	\$20.00
Insufficient Funds/Returned Items	\$25.00
Void and Reissues/Stop pay	\$29.00
Reconveyance Fee	\$125.00
Demand Monitor Fee	\$145.00 (includes 1 dmd stmt, 1 fax, 1 update, foreclosure monitoring)
Fed Ex Fee	\$25.00
Bankruptcy Management/Adj Rate Payments	\$15.00 per month
Research/Special Handling/Manual Calculation	\$50.00 min. per hour
Document Signing Fee (For Trust Services)	\$125.00
Storage Retrieval	\$35.00

By signature below I agree that I have read and understand the terms of the Servicing Instruction Terms and Conditions as stated in this seven (7) page agreement and agree to place the attached documents with Weststar Pacific Mortgage for servicing.

***Payor SIGNATURE:  Date: 7/07/2023

***Payor SIGNATURE: _____ Date: _____

***Beneficiary SIGNATURE: _____ Date: _____

***Beneficiary SIGNATURE: _____ Date: _____



**THIS SECTION APPLIES TO THE BENEFICIARY ONLY HOWEVER
SETUP WILL NOT BE ACCEPTED IF NOT COMPLETE**

In 2010, the Dodd-Frank Wall Street Reform and Consumer Protection Act (the Dodd-Frank Act) amended the Real Estate Settlement and Procedures Act (RESPA) of 1974, which is implemented by Regulation X and the Truth in Lending Act (TILA), which is implemented by Regulation Z, with regard to the servicing of certain residential mortgage loans. The Consumer Financial Protection Bureau (CFPB) issued rules in January 2013 to implement these Dodd-Frank Act amendments to RESPA and TILA. These rules were finalized in October of 2013 with interim final rules for implementation.

Please be advised that in accordance with the final rules as implemented, any loan that is made by a "Creditor," which is defined differently under RESPA and TILA, is required to be compliant with the Act and related rules during the course of its servicing period. Under RESPA and its implementing regulations, "creditor" is defined as follows:

Defined in section 103(g) of the Consumer Credit Protection Act (15 U.S.C. 1602(g)), that makes or invests in residential real estate loans aggregating more than \$1,000,000 per year. For purposes of this definition, the term "creditor" does not include any agency or instrumentality of any State, and the term "residential real estate loan" means any loan secured by residential real property, including single-family and multifamily residential property.

Similarly, TILA and Regulation Z applies "to each individual or business that offers or extends credit ... when four conditions are met: (1) the credit is offered or extended to consumers, (2) the offering or extension of credit is done regularly, (3) the credit is subject to a finance charge or is payable by a written agreement in more than four installments, and (4) the credit is primarily for personal, family, or household purposes. See 12 CFR 1026.1(c)(1). In evaluating the applicability of requirements and liability under TILA/Regulation Z, it is necessary to determine whether a person or entity is acting as a "creditor" as defined by 12 CFR 1026.2(a)(17). In relevant part, TILA/Regulation Z defines the term "Creditor" as follows:

A person who regularly extends consumer credit that is subject to a finance charge or is payable by written agreement in more than four installments (not including a down payment), and to whom the obligation is initially payable, either on the face of the note or contract, or by agreement when there is no note or contract.

See 12 CFR 1026.2(a)(17). The phrase "regularly extends consumer credit" is explained as follows:

A person regularly extends consumer credit only if it extended credit (other than credit subject to the requirements of § 1026.32) more than 25 times (or more than 5 times for transactions secured by a dwelling) in the preceding calendar year. If a person did not meet these numerical standards in the preceding calendar year, the numerical standards shall be applied to the current calendar year. A person regularly extends consumer credit if, in any 12-month period, the person originates more than one credit extension that is subject to the requirements of

See 12 CFR 1026.2(a)(17). Significantly, although a person generally must extend more than five dwelling-secured transactions to be considered as regularly extending consumer credit, under Regulation Z, making even one HOEPA or Section 32 loan through a mortgage broker qualifies as regularly extending consumer credit.

See (<http://www.consumerfinance.gov>) for further clarification.

Weststar Mortgage Corporation suggests that you review this with your legal advisor to determine if you fall under the "creditor" rules.

((continued))

Please review these new rules and mark the appropriate box stating if you meet the criteria of as creditor as defined by the CFPB.

- ☒ I have read the new CFPB rules and understand the definition of a "creditor" and agree that I DO fall under the rule as a creditor.
- ☐ I have read the new CFPB rules and understand the definition of a "creditor" and have determined that I DO NOT fall under the rule as a creditor.

Under the final rule, the CFPB requires every servicer to contact each Lender/Creditor to determine what "Foreclosure Prevention Alternatives" the Lender/Creditor offers, if any, and to make that information available to the borrowers should they become delinquent in their mortgage loan payments. Weststar Mortgage Corporation must be able to prove that you provided us with your "Foreclosure Prevention Alternatives," if any, that you are willing to offer to your borrower(s).

Please chose one of the below options. Please attach additional documents as necessary for Option 2.

Option 1:

- ☐ No "Foreclosure Prevention Alternatives" are offered.

Option 2:

- ☐ Please follow the below instructions on ALL my loans.

***Beneficiary SIGNATURE: _____

***Beneficiary SIGNATURE: _____