



Mills Escrow Company  
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## Loan Servicing Instructions

### Documents Needed for Account Set Up

- ☐ Copy of Note or Loan Documents
- ☐ Copy of Deed of Trust, Warranty Deed, Transfer of Lien, Assumption, etc.
- ☐ Copy of Closing Statements (Buyer & Seller)
- ☐ Terms and Conditions Governing Escrow
- ☐ Late Notice Maintenance
- ☐ 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 \$350, 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 \$400, 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 SERVICES BEING FURNISHED TO LENDER AND BORROWER, INCLUDING, BUT NOT LIMITED TO, ANY NEGLIGENT ACT OR OMISSION OF MILLS ESCROW.** 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, INCLUDING, BUT NOT LIMITED TO, ANY NEGLIGENT ACT OR OMISSION OF MILLS ESCROW**
6. Mills Escrow has the right to change its fees from time to time. Lender and Borrower hereby acknowledge and agree that Mills Escrow shall have the right to revise its fees as delineated on its Fee Schedule without notice. Lender and Borrower hereby agree that charges and fees may be deducted from any installment when not paid, reducing amounts applied to principal and interest or escrow balance. Mills Escrow will abide by the instructions set forth in the Escrow Agreement, provided, however, that Lender and Borrower shall be independently, jointly and severally liable unto Mills Escrow for all unpaid late notice and delinquent service charges and fees, together with all other uncollected charges and fees, including, without limitation, miscellaneous fees, attorney's fees or administrative fees.
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. The terms and conditions herein contained shall be governed by the laws of the State of Texas in all respects, including matters of construction, validity and performance. Any term or condition herein contained, or part thereof, held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of the terms and conditions herein contained, and the effect thereof shall be confined to the term or condition, or part thereof, so held to be invalid or unenforceable, unless the term or provision, or part thereof, can be reformed so as to carry out the intent of the parties hereto.

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

**ACCOUNT SET UP FEES:**

|                         |        |
|-------------------------|--------|
| Per Note Without Escrow | 150.00 |
| Per Note With Escrow    | 175.00 |
| Escrow Only             | 75.00  |
| New Lender Account      | 75.00  |

**SERVICING FEES:**

|                        |        |   |
|------------------------|--------|---|
| Regular Note P&I Only  | 35.00  | Per Payment/ Per month                        |
| Escrow Accounts Only   | 20.00  | Per Payment/ Per month / Per Property         |
| P&I & Escrow Accounts  | 55.00  | Per Payment / Per month / Per Property        |
| Equipment Transactions | 1.00%  | Percentage of the Sale Price/ Per Transaction |
| Construction Loan      | 150.00 | Per Draw                                      |
| Monthly Service Fee    | 35.00  | For accounts with no activities (Minimum Fee) |

**OTHER FEES:**

|                                  |               |   |
|----------------------------------|---------------|---|
| Copy - First Page                | 10.00         |   |
| Each Additional Page             | 2.00          |   |
| Faxes                            | 2.00          | 1st page/\$1.00 each additional (Sending & Receiving)     |
| Pay History                      | 20.00         | 1 <sup>st</sup> page / \$1.00 \$1.00 Each additional page |
| Duplicate Coupon Book            | 50.00         |   |
| Duplicate 1098/1099              | 25.00         |   |
| Returned Check/Draft Rejection   | 75.00         |   |
| Payment Late Notice              | 75.00         |   |
| Maturity Notice                  | 75.00         |   |
| Demand Notice                    | 350.00-500.00 |   |
| Note Late Fees Assessed          | 50% / 50%     | Split between Lender & Mills Escrow                       |
| Insurance Demand Notice          | 75.00         |   |
| Forwarding Docs for Demand       | 75.00         | (Recals)  |
| Acceleration/Reinstatement Fee   | 400.00        |   |
| Forwarding Docs for Acceleration | 175.00        |   |
| Amortization                     | 25.00         |   |
| Manual Adjustment Fee            | 35.00         |   |
| Reissue Check                    | 75.00         |   |
| Stop Pay                         | 75.00         |   |
| Returned Check / ACH Rejection   | 75.00         |   |
| Payoff/Verification of Mortgage  | 50.00         |   |
| Reconveyance/Payoff              | 225.00        |   |
| Transfer/ Close Out              | 150.00        |   |
| Storage Retrieval                | 50.00         |   |
| Foreclosure (El Paso)            | 1000.00       | 1300.00 Outside El Paso                                   |
| Proof of Claim                   | 250.00        |   |
| Rush Fees                        | 250.00        | per hour  |
| Document Package                 | 750.00        |   |
| Redraft                          | 500.00        |   |
| Loan Closing Only                | 500.00        |   |
| Assumption Package               | 550.00        |   |
| Backup Withholding               | 175.00        | recurring failure to provide W9                           |

**\*OTHER FEES MAY APPLY**

**\*\*\* Fees for services not included in this schedule will be charged at the minimum rate of \$100.00 per employee hour. All fees are collected in advance of services performed. Any applicable postage, including certified mail, overnight delivery fees,**

recording and/or runner fees will be address and are not included above. 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. \*\*\*

|          |       |        |       |
|----------|-------|--------|-------|
| <hr/>    | <hr/> | <hr/>  | <hr/> |
| Borrower | Date  | Lender | Date  |

|          |       |        |       |
|----------|-------|--------|-------|
| <hr/>    | <hr/> | <hr/>  | <hr/> |
| Borrower | Date  | Lender | Date  |

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