

# LOAN SERVICING CHECKLIST



In an effort to smoothly board your loan we have included this check list. We will make every effort to communicate effectively with you at all times. Please help us make sure your loans with us are well taken care of by making sure each loan package is submitted to us in full and in a timely manner.

Please be advised, if an incomplete package is received for a loan, servicing of that loan will be delayed until ALL documents or items are received and may incur a RUSH FEE. When completed, please email your complete package to the email below. Also, feel free to contact us at the number or email below if you have any questions.

## **PRIOR TO CLOSING:**

- Complete Loan Setup Form: Borrower Information
- Complete W-9 for Borrower
- Complete Loan Setup Form: Seller/Lender Information
- Complete W-9 for Lender
- Complete Loan Setup Form: Underlying Information, if applicable
- Signed Loan Servicing Agreement (if first time using CTF Loan Servicing)
- Provide Title Company and Closer Contact Information

## **AFTER CLOSING:**

- Copy of Deed of Trust(s)
- Copy of Promissory Note(s)
- Copy of Closing Disclosure/ Settlement Statement
- Copy of Insurance Declaration Page
- Setup fee for Boarding Loan Payable to CTF Loan Servicing
- Escrow Funding Payable to CTF Loan Servicing



141 Danube • San Antonio, Texas 78213

Phone (210) 447-9129 • Fax (210) 447-9131 • Servicing@ctfls.com • ctfloanservicing.com

# LOAN SERVICE AGREEMENT



I (Print Name) \_\_\_\_\_ hereby acknowledge the following in regard to the servicing of my notes with CTF Loan Servicing, LLC.

## 1. SERVICING:

Servicing of the Note will be performed by CTF Loan Servicing, LLC, a Residential Mortgage Loan Servicer NMLS #1558109. This loan servicing agreement is made between CTF Loan Servicing, LLC and the Lender/Investor/Seller. The Lender/Investor/Seller (herein referred to as Lender), hereby authorizes and instructs CTF Loan Servicing, LLC to do the following in regards to the Real Estate Lien Note (herein after referred to as Note):

- A. To receive any and all payments due to Lender as stated in the Note, which includes but is not limited to all monthly payments, all late payments and all payoffs in full or in part. Lender retains CTF Loan Servicing, LLC to employ commercially reasonable and prudent practices to collect all scheduled payments on Loans identified by the Lender and further authorizes Servicer to direct any payment to be made payable to CTF Loan Servicing, LLC's Trust Account.
- B. To endorse to CTF Loan Servicing, LLC's Trust Account any checks or money orders payable to Lender and to immediately deposit same in CTF Loan Servicing, LLC's Trust Account which is to be maintained in accordance with such laws and rules applicable thereto and as to which CTF Loan Servicing, LLC will not commingle its assets.
- C. To transmit Lenders portion of such payments of principal and interest as required by laws, rules and regulations which are applicable. There is a hold on all checks to allow for clearing with the bank. See "Payment Turn Time" page attached. Good funds are delivered to the Lender without a hold at the address shown herein. CTF Loan Servicing, LLC will not use such payment for any other transaction other than the transaction for which the funds are received.
- D. To cause CTF Loan Servicing, LLC's Trust Account utilized for this transaction to be inspected as required by such laws, rules and regulations as are applicable thereto;
- E. To receive Notices of Default of prior encumbrances and to promptly notify Lender of any default upon the Note and any prior encumbrances.
- F. To execute and deliver on Lender's behalf and in Lender's name any documents necessary of convenient for the exercise of any rights or duties which Lender may have under the Loan Service Agreement. Including and not limited to Request for Payoff Demands, Beneficiary Statements, Insurance Declarations and other instructions to the Trustee of the Loan Service Agreement.
- G. To ensure any and all insurance policies and property tax payments are made in full and in a timely fashion, using borrower's escrow funds.



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- H. To receive Notices of Default of prior encumbrances and to promptly notify Lender of any default up the Note and any prior encumbrances.
- I. To grant such extensions as CTF Loan Servicing, LLC deems reasonably appropriate.
- J. Lender may terminate CTF Loan Servicing, LLC's authority hereunder at any time upon 10 days written notice and upon repayment and/or payment of the following:
- Any outstanding payments made by CTF Loan Servicing, LLC on Lender's behalf.
  - Any accrued expenses incurred by CTF Loan Servicing, LLC in connection with servicing the Note.
1. Further, this Agreement shall terminate when any of these events occur for a specific loan address.
- Payment in full of the Loan and reconveyance of the deed(s) of Trust securing the Loan.
  - Recordation of a trustee's deed following a foreclosure of the Loan.
- K. The following provisions (1-3) apply ONLY to loans in which Lender holds an undivided fractional interest in the Note.
1. Lender acknowledges that it holds or will hold an undivided interest in the Note as a tenant in common with another or other lenders all of whom are executing counterparts (except as to vesting and payment instructions) of this loan servicing agreement. When so executed, all such counterparts shall constitute an agreement between all holders of interests in the Loan Service Agreement between all holders of interests in the Note as well as between Lender and CTF Loan Servicing, LLC
2. A default upon any interest in the Loan Service Agreement shall constitute a default upon all interests. A simple majority in interest of lenders may determine and direct the actions to be taken on behalf of all lenders in the event of default or with respect to other matters requiring the direction or approval of lenders, and such majority may designate CTF Loan Servicing, LLC to so act in their behalf.
3. CTF Loan Servicing, LLC shall furnish to Lender a list of names and addresses of all lenders holding an interest in the Note upon five (5) days written notice.
- L. Attorney's Fees. If either party commences any action or proceeding to enforce this Loan Service Agreement or any right arising under this Agreement, the prevailing party shall be entitled to recover from the other party the reasonable and necessary actual attorneys' fees, costs and expenses (and all related fees, costs and expenses) incurred by it in connection with such action or proceeding and in connection with the enforcement of any judgement thereby obtained.
- M. Indemnification: Lender shall defend, indemnify and hold harmless CTF Loan Servicing, LLC and its officers, members, directors, employees and agents (collectively CTF Loan Servicing, LLC) from any and all claims, liabilities, demands, suits, debts, accounts, obligations, actions and causes of action of any nature whatsoever by any third party including reasonable attorneys' fees, arising out of or related to any notes subject to this Loan service agreement based on: (i) any information about such note supplied by lender to CTF Loan Servicing, LLC; (ii) any material facts that lender knows but fails to disclose to CTF Loan Servicing, LLC relating to the note; (iii) actions taken by CTF Loan Servicing, LLC pursuant to instructions or directions provided by Lender to CTF Loan Servicing, LLC; (iv) lender's failure to observe or perform any of lenders covenants,



agreements, warranties or representations contained in this Loan service agreement;(v) any losses caused by notices of default and/or notices of trustee sale recorded against the property if said notice was recorded prior to the 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 CTF Loan Servicing, LLC and (vi) alleged acts by CTF Loan Servicing, LLC related to the note, including but not limited to , negligence, wrongful foreclosure, filing false lien, debt collection practices, claims under truth in lending act and/or real estate settlement practices act. Lenders indemnity obligation does not extend to any conduct by CTF Loan Servicing, LLC that is found by a trier of fact to be grossly negligent, willful, or fraudulent. Lender's indemnity obligations to CTF Loan Servicing, LLC shall survive the expiration or termination of this Loan service agreement.

## 2. DUTIES TO/OF BORROWER:

- Has their choice of payment type available, unless a particular payment type has been agreed upon between lender and borrower in writing, a copy of which is attached to each Loan Setup Sheet.
- May pay by personal check, Pay Lease or ACH until such time as an NSF return is received after which time only certified funds (ie., bank cashier's check or money order) will be accepted.
- Monthly payments will be made payable to "CTF Loan Servicing, LLC" at 141 Danube, Suite 102, San Antonio, Texas 78213 accordingly, unless another payment type has been arranged with CTF Loan Servicing, LLC.
- Will receive a monthly statement on or around the 20th of each month via Email or mail.
- Will communicate directly with CTF Loan Servicing, LLC regarding payments, servicing of the Note and any other pertinent information regarding the loan.
- Will receive an annual escrow analysis and notice of adjustment of monthly payment, if taxes and/or insurance amount changes
- Will receive a yearly 1098 Interest and Tax Form
- Will be sure that appropriate homeowner's insurance policy has been put in place.

## DUTIES TO/OF THE LENDER:

- Will provide full contact information and filled out W-9 Form to CTF Loan Servicing, LLC for tax reporting purposes.
- Will complete and submit to CTF Loan Servicing, LLC the necessary forms and required documents per the setup checklist for setup of the account and each property.
- Will receive monthly proceeds via Via Check or ACH.
- Will receive a monthly statement of account on or around the 30th of each month via Email upon request.
- Will be sure borrower understands that their note will be escrowed without any exceptions.
- Will communicate directly with CTF Loan Servicing, LLC regarding payments, servicing of the Note and any other pertinent information regarding the loan.
- Will forward to CTF Loan Servicing, LLC immediately upon receipt, any and all communication regarding the underlying mortgage, including but not limited to escrow analysis, taxes and homeowner's insurance.
- Has discussed with Borrower and agrees that an appropriate homeowner's insurance policy has been put in place, prior to closing.



# LOAN SERVICE AGREEMENT



- Additional Services:

Additional services are available as requested and agreed upon between Lender and Servicer or Lender and Borrower at additional fees, including but not limited to:

- Homeowner Insurance – Correction and Implementation
- Deferred payment or workout programs

I (Print First Name) \_\_\_\_\_ agree with the terms and conditions set forth in this Loan Service Agreement. I have been made aware of any fees and charges and agree to pay stated fees and charges to CTF Loan Servicing, LLC in exchange for their servicing of any and all of the loans I have with CTF Loan Servicing, LLC. I give full authority to CTF Loan Servicing, LLC, to contact my borrowers in any and all loan related issues, payments, etc. in the servicing of each of my loans with CTF Loan Servicing, LLC. Again, if I as the Lender, provide the wrong information to CTF Loan Servicing, LLC in the servicing of this loan, they are not held personally responsible. It is the Lender's responsibility to give CTF Loan Servicing, LLC any and all correct information in regards to these loans.

I agree to inform CTF Loan Servicing, LLC at least 15 days prior to any closing that I will be adding an additional note to my portfolio. I agree to provide CTF Loan Servicing with the title company's contact information so proper communication regarding fees and set-up can take place prior to closing to ensure a smooth onboarding process.

\_\_\_\_\_  
Lender Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date



# PAYMENT TURN TIME



## OVERVIEW:

We aim to please YOU, our customer. Please take a moment and read through this document. We want to make you aware of our Turn Around Time for payment on your account. Specifically in regards to the average time it takes for us to receive the funds, process the funds in our office, and how long it takes (on average) for the banks to process the payments.

## IF PAID BY:

Certified Funds (Money Orders, Cashier's Checks):

1. Paid within 3-5 business days.

Online Payments:

1. We receive email notification and apply the payment to the loan.
2. We receive daily deposits when the funds clear the bank.

*Please Note: The average daily turnaround time for the deposit is 4-6 business days.*

ACH Payments:

1. We draft the account on the day requested by the borrower.
2. We verify the funds are good before releasing the payment so we are not reversing funds from lender's accounts.

*Please Note: The average daily turnaround time for the deposit is 2-5 business days.*

Check Payments:

1. The day the payment is received in the mail, the payment is applied to the loan. Then the payment is deposited in the bank.
2. We apply funds to the loan and deposit it in the bank, Monday through Friday. Then we have to wait for the funds to clear the bank before dispersing checks to lenders.

*Please Note: The average turnaround time for deposits to show up in the lender's account is 4-5 business days.*

\* Disclosure: CTF Loan Servicing uses a third party online payment service called "Zego by Paylease."



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# PAYMENT TURN TIME



## IMPORTANT REGARDING WRAP, SUB-TO OR ASSUMPTIONS:

CTF Loan Servicing is not responsible for paying your underlying mortgage. Lender is required to make those payments as agreed in their note.

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Lender's Signature

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Date

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Lender's Printed Name

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Company Name



# LENDER INFORMATION



Name (as per your tax return) \_\_\_\_\_

E-mail \_\_\_\_\_

Phone \_\_\_\_\_ Alt. Phone \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Attached W-9 for tax purposes or IRS EIN or Tax ID Number letter

## LENDER'S BANK INFORMATION FOR ACH:

Name of Bank: \_\_\_\_\_ Type of Account:  Checking  Savings

Bank Address: \_\_\_\_\_ Name on Account: \_\_\_\_\_

Routing #: \_\_\_\_\_ Acct #: \_\_\_\_\_

- If you choose not to do Direct Deposit, you will be charged a \$3.00 Check Fee for each check remitted. Standard date for checks to be cut is Tuesday and Friday. Payments can be released monthly or quarterly upon request.

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Lender Signature



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