

# LOAN SERVICING AGREEMENT

Loan No.:

*Borrower*

*Lender*

This Loan Servicing Agreement (the "Agreement") is dated **January 01, 2009** and is between **Yeva, Inc. DBA Saxe Mortgage Company**, a real estate broker licensed by the State of California ("Broker") and the lender or lenders whose signatures appear below and in counterparts to this Agreement (together, the "Lender"). If the Loan is owned by multiple Lenders, the "Majority" in this Agreement are the Lenders who own more than 50% of the record beneficial interest in the Note evidencing the Loan (more than 50% of the undivided interests in the Note), exclusive of any interest of a licensed real estate broker that is the issuer or servicer of the Loan, or any affiliate of that licensed real estate broker.

The parties agree as follows:

1.0 Scope. Lender retains Broker as Lender's agent to employ commercially reasonable and prudent practices to collect all scheduled payments on the Loan identified above (the "Loan"), including the protection of the security for the Loan. Broker shall consult with and follow instructions from Lender on non-routine collection matters. If the Loan is owned by multiple Lenders (a "Multi-Lender Loan"), Broker shall consult with all Lenders but shall only follow instructions from the Majority. A default upon any interest in the Note shall constitute a default upon all interests. The Majority 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, including but not limited to, designation of brokers, servicing agents or others acting on their behalf and the sale, encumbrance or lease of any real properties which may be owned by lenders as the result of foreclosure or receipt of a deed in lieu of foreclosure.

2.0 Term and Termination. This Agreement shall begin when the escrow for the Loan closes or the date set forth above, 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 Broker to Lender and, unless Lender is in breach of this Agreement, the notice shall be accompanied by a written offer from another licensed and qualified real estate broker, or from another qualified loan servicer exempt from licensure as a real estate broker, to service the Loan for Lender under the terms of this Agreement; (c) 30 days' written notice by Lender to Broker, in which case Lender shall immediately pay Broker the present value, assuming a rate of return of , of the sum of Broker's servicing fee for the remaining term of the loan; or (d) unless paragraph 7.0 is checked, recordation of a trustee's deed following a foreclosure of the Loan. Prior to the effectiveness of any termination, Broker shall deliver to Lender all of Lender's funds, an appropriate accounting and all necessary documentation. At termination, Lender shall immediately reimburse Broker for any outstanding advances made pursuant to paragraph 4.0.

3.0 Specific Loan Servicing Functions. Broker shall: (a) issue payment coupons or monthly statements to the borrower directing Loan repayment to Broker; (b) issue payoff demands, beneficiary statements and mortgage ratings; (c) demand, receive and collect all Loan payments, deposit them by the next business day into Broker's trust account and pay them to Lender within 30 days of receipt (within 25 days if the Loan is a Multi-Lender Loan); (d) issue annual income tax statements to the borrower and Lender; (e) answer borrower inquiries, demands and requests; (f) grant appropriate payment deferrals, but not of the maturity of the Loan unless approved by Lender or the Majority in the case of a Multi-Lender 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; and, (j) with the consent of Lender or the Majority, as the case may be, substitute trustees pursuant to Civil Code Section 2934a, initiate and direct judicial or non-judicial foreclosure of the Loan, as Lender or the Majority deem appropriate, and with such consent, communicate to the trustee or sheriff the amount of any credit bid. Broker shall promptly communicate to Lender any material information about collection of the Loan and the source of non-borrower Loan payments. Broker 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. Broker may produce a copy of this Agreement as evidence of its authority.

4.0 Protective Advances. Lender shall make such advances as approved by the Majority or, if Lender is the only owner of the Loan, such advances that are necessary and prudent to protect and to collect Lender's interest in the Loan. If the Loan is a Multi-Lender Loan, and Lender fails to make advances approved by the Majority, other owners of the Loan are authorized to advance the amount Lender failed to advance and to receive payment in full with interest at 10% per annum before any further payments to Lender and, if this box is checked  the non-defaulting Loan owners shall also have the option, exercisable within 30 days after Lender's default, to purchase Lender's interest in the Loan at **N/A**% of what is owed to Lender, payable within 15 days after the election to purchase is made. Broker, in its absolute discretion, may advance its own funds to protect the security of Lender's Loan, including advances to cure senior liens, property insurance, foreclosure expenses, repair, advertising, litigation expenses and similar items, but not Loan payments. Broker shall be reimbursed such advances, with interest at 10% per annum, from the next Loan payments, or within 10 days after a written request to

Lender. To secure Broker's advances, Lender hereby irrevocably assigns to Broker, to the extent of advances owed to Broker, the Loan payments received after an advance is made.

5.0 Loan Documents. Broker shall retain custody as agent for Lender of the original note and deed of trust for the Loan (or assignment thereof), unless the Loan is a Multi-Lender Loan, in which case, the Loan owner with the largest percentage ownership shall hold these documents unless the Majority otherwise direct. If Broker retains custody of the original note and deed of trust for the Loan (or assignment thereof), the deed of trust or assignment shall be recorded in accordance with Business and Professions Code Section 10233.2.

6.0 Compensation. For its services, Broker shall be paid: an annual servicing fee equal to the greater of **1.0%** of the regularly scheduled principal Loan balance plus **\$0.00**, or **\$0.00**; all fees for beneficiary statements and demands; returned check charges, if applicable; **50.0%** of late charges; **50.0%** of all prepayment penalties paid; and  if this box is checked, see the attached schedule for charges..

7.0 Real Estate Owned.  If this box is checked, Broker is also Lender's agent to liquidate any real estate acquired by Lender in foreclosure of the Loan (the "Property"). Broker's pre-foreclosure servicing fee shall continue as if the Loan was unpaid. If Lender is the only Loan owner, Lender shall take title to the Property. If this Loan is a Multi-Lender Loan (unless the Majority otherwise direct the broker), Broker shall take title as custodial trustee for the Lender (the deed shall reflect on its face the lender name(s) and the Broker's role as custodial trustee). Broker's custodial trustee authority shall be limited as set forth in Civil Code Section 2941.9 to: (a) arranging appropriate property insurance coverages; (b) managing the Property, including arranging maintenance, repair and security, and tenant relations including negotiating rental or lease agreements; (c) arranging for the valuation and resale of the Property, including hiring a Realtor®, Realtist, Real Estate Broker or Broker, at customary commission rates, to list, show and sell the Property; and (d) accepting reasonable offers on the Property on behalf of Lender at the price and terms approved by Lender (or the Majority on a Multi-Lender Loan); and, (e) subject to the approval of the title insurer and the lender (or the Majority on a Multi-Lender Loan), executing all necessary and appropriate documentation to transfer title to a buyer. Advances by Lender or Broker are subject to the terms of paragraph 4.0.

8.0 **10238 (k)(3)** If the broker or person who is or becomes the servicing agent for notes or interests sold pursuant to this article upon which the payments due during any period of three consecutive months in the aggregate exceed one hundred twenty-five thousand dollars (\$125,000) or the number of persons entitled to the payments exceeds 120, the trust account or accounts of that broker or affiliate shall be inspected by an independent certified public accountant at no less than three-month intervals during the time the volume is maintained.

**9.0 Arbitration. 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 Property acquired, shall be determined by binding arbitration under the applicable rules of the American Arbitration Association or Judicial Arbitration and Mediation Services, Inc. ("JAMS"), at the election of the party initiating arbitration. Judgment on the arbitrators' award may be entered in any court having jurisdiction. Lender acknowledges that by agreeing to arbitration, Lender is waiving Lender's right to have the dispute litigated in a court or jury trial, with rights of discovery, application of the rules of evidence and appeal.**

*Date 01/23/09*